

**ORDER 2019-248
IN RE SETTLEMENT AGREEMENT**

**CENTAUR ACQUISITION, LLC d/b/a INDIANA GRAND RACING & CASINO
19-IG-05**

After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

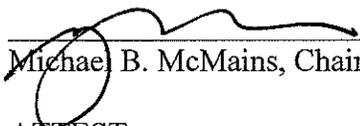
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

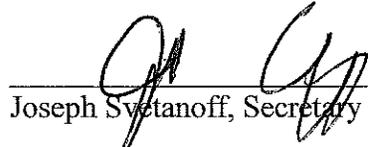
IT IS SO ORDERED THIS THE 17th DAY OF DECEMBER, 2019.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Joseph Svtanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
CENTAUR ACQUISITION, LLC)	19-IG-05
d/b/a INDIANA GRAND RACING &)	
CASINO)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Centaur Acquisition, LLC d/b/a Indiana Grand Racing & Casino (“Indiana Grand”), (collectively, the “Parties”) desire to enter into this settlement agreement (“Agreement”) prior to the initiation of a disciplinary proceeding pursuant to 68 IAC 13-1-18(a). The Parties stipulate and agree that the following facts are true:

FINDINGS OF FACT

COUNT I

1. 68 IAC 11-9-2(a) provides that the casino licensee or trustee shall submit to the executive director internal control procedures concerning the withholding of cash winnings from delinquent obligors in accordance with 68 IAC 11-1.
2. 68 IAC 11-1-3(c)(4) provides that no casino licensee or casino license applicant may use an internal control procedure unless the internal control procedure has been approved, in writing, by the executive director.
3. 68 IAC 13-1-1(b)(2) and (3) provides that the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe the licensee is not complying with licensure conditions or is not complying with this Act or this title.
4. Indiana Grand’s approved internal control procedures, N-1.1, describe the procedures for Child Support Intercept Process.
5. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (CSADR) for July 2019. The results of this audit were that two (2) patrons were not searched in the CSADR after winning a taxable jackpot.

COUNT II

6. 68 IAC 15-6-4(b) provides that vendors and visitors must report to security to complete the vendor and visitor log and to obtain a badge. When the vendor or visitor leaves the casino, the vendor or visitor must complete the appropriate portion of the log.

7. 68 IAC 15-6-4(e) provides that the vendor and visitor log shall contain the following information:
 - (1) The name of the vendor or visitor.
 - (2) The company or organization the vendor or visitor represents.
 - (3) The date and time the vendor or visitor entered the casino.
 - (4) The purpose that necessitates the vendor or visitor entering the casino.
 - (5) The date and time that the vendor or visitor exits the casino. The casino licensee is responsible for instituting a policy that ensures that vendor and visitor badges are returned to the security department and accounted for when the vendor or visitor exits the casino.
 - (6) If the person is a visitor, the individual who authorized the visitor's presence in the casino.
 - (7) Any other information deemed necessary by the executive director or the commission to ensure compliance with IC 4-33, IC 4-35, and this title.
8. On January 24, 2019, the Commission issued a memorandum to all casino licensees on occupational licenses and the usage of the vendor log. The memorandum states vendor and visitor badges are not to be utilized by those who hold or should hold an occupational license. If individuals who should have an occupational license attempt to access the gaming floor using a vendor or visitor badge, casino staff should assist in the matter by refusing entry and directing the individuals to local Gaming Agents for assistance.
9. On August 2, 2019, a Gaming Agent conducted an audit of the vendor's log for July 2019. The outcome of this audit determined the following: 1) there was one (1) occurrence where the company or organization and purpose for visit was not noted; and 2) there was one (1) occurrence where the name was incomplete and failed to list a first or last name.
10. On September 4, 2019, a Gaming Agent conducted an audit of the vendor's log for August 2019. The outcome of this audit determined the following: 1) there were two (2) occurrences where there was no name or company or organization noted; 2) there was one (1) occurrence where the name was incomplete and failed to list a first or last name; and 3) there was one (1) occurrence where the company or organization was not noted.

COUNT III

11. 68 IAC 2-3-8(b) provides that an occupational licensee must request renewal of the license on a form prescribed by the commission no less than thirty (30) days before the expiration of the occupational license.
12. On August 5, 2019, a Gaming Agent inquired to see if a Bartender had renewed his level 2 occupational license. The Bartender had not renewed his license in a timely manner and worked two (2) days on an expired license.

COUNT IV

13. 68 IAC 6-3-4(a) provides that each casino licensee and casino license applicant shall establish internal control procedures for compliance with this rule, which shall be submitted and approved under 68 IAC 11. (b) The internal controls must, at a minimum, address the following: (5) Ensure that voluntarily excluded persons do not receive check cashing privileges or extensions of credit, whether directly through the casino licensee or operating agent, or through a supplier contracting with a casino licensee on property hired for the purpose of check cashing or extension of credit, or both.
14. Indiana Grand's approved internal control procedures, M-1.3, describe the procedures for the Voluntary Exclusion Program (VEP).
15. On September 1, 2019, a Gaming Agent was requested at the main cage due to a VEP. The VEP was identified while trying to obtain a cash advance. The VEP advised that she had been able to obtain two cash advances on August 30, 2019 in the amount of \$200 and \$300. A review of surveillance coverage was able to confirm both cash advances had been paid out to the VEP and the Cage Cashier did not appear to check the computer for potential VEP status.

COUNT V

16. IC 4-35-7-2 provides, "[e]xcept as provided in subsection (c), a person who is less than twenty-one (21) years of age may not be present in the area of a racetrack where gambling games are conducted."
17. 68 IAC 1-11-1(c) provides that a person under twenty-one (21) years of age shall not be present in a casino.
18. On September 10, 2019, Security notified Gaming Agents that an underage person was able to obtain access to the casino floor. A review of surveillance coverage determined that the underage person entered the casino at the garage lobby entrance and was not stopped by Security to check his identification.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Indiana Grand by and through its agents as described herein constitute a breach of IC 4-35, 68 IAC and/or Indiana Grand's approved internal control procedures. The Commission and Indiana Grand hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Indiana Grand.

Indiana Grand shall pay to the Commission a total of \$12,600 (\$1,000 for Count I, \$600 for Count II, \$500 for Count III, \$7,500 for Count IV and \$3,000 for Count V) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in

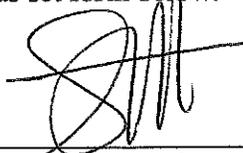
each Count of this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged in each Count above. If the Commission subsequently discovers facts that give rise to additional or separate violations, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in the findings above.

Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Indiana Grand agrees to promptly remit payment in the amount of \$12,600 and shall waive all rights to further administrative or judicial review.

This Agreement constitutes the entire agreement between the parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Agreement shall be binding upon the Commission and Indiana Grand.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



Sara Gonso Tait, Executive Director
Indiana Gaming Commission



Mike Rich,
General Manager
Centaur Acquisition, LLC

12/13/19

Date

12/10/19

Date