

**ORDER 2009-201
IN RE SETTLEMENT AGREEMENT
GRAND VICTORIA CASINO & RESORT LP
09-GV-04**

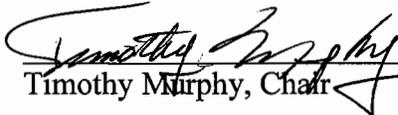
After reviewing the attached Settlement Agreement, the Indiana Gaming Commission hereby:

Approves
APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 12th DAY OF NOVEMBER, 2009.

THE INDIANA GAMING COMMISSION:


Timothy Murphy, Chair

ATTEST:


Marc Fine, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
GRAND VICTORIA CASINO)	09-GV-04
& RESORT LP)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and Grand Victoria Casino & Resorts LP (“Grand Victoria”) (collectively, the “Parties”) desire to settle this matter 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 14-3-2 (b) states that all playing cards must meet the following specifications:
(1) all decks of cards must be a complete standard deck of fifty-two cards in four suits. The four suits shall be hearts, diamonds, clubs and spades. Each suit shall consist of numerical cards from: (A) two to ten; (B) a jack; (C) a queen; (D) a king; and (E) an ace.
2. On August 31, 2009, a Gaming Agent was informed by the Lead Floor Supervisor that a green backed nine of diamonds was found on the casino floor next to a blackjack table in the high limit area. All of the cards on the active tables in the high limit area were accounted for, so the Gaming Agent and Security Sergeant counted the canceled cards from the previous gaming day used at the blackjack table near where the card was found. When the six decks of canceled cards were sorted by their values, it was discovered that there were only five nine’s and five three’s. The Assistant Shift Manager was contacted regarding the missing three of hearts and it was located in one of the seats at the blackjack table. A review of the surveillance coverage shows the cards slid out of the hands of the Dealer when they were offered to a patron to cut them. Gaming commenced at the table for twelve hours with the two missing cards.

COUNT II

3. 68 IAC 15-1-2(2) states the purpose of the accounting records and procedures is to ensure that the financial records of the casino are accurate and reliable.

4. 68 IAC 11-1-6(b) states failure to comply with approved internal control procedures may result in the initiation of a disciplinary action.
5. Pursuant to Grand Victoria's Internal Control Cashiers Cage Section 3-13 page 6 item 9, the Main Bank Cashier maintains the original Cash Transfer Form supporting the increase in his/her accountability and then forwards the Cash Transfer Form to Revenue Audit at the end of the Shift.
6. Grand Victoria's Internal Control Cashiers Cage Section 3-28 page 3, states that all logs will be forwarded to Revenue Audit on a daily basis. If there is no activity, a log must be completed each day with "NO ACTIVITY" written across the face of the document.
7. On September 3, 2009, a Gaming Agent was contacted by a Revenue Auditor regarding incorrect information entered in the Cash Transaction Logs received from the cage. The Cage Cashier failed to record the correct amount of dealer tokens.
8. On September 6, 2009, a Gaming Agent was contacted by a Revenue Auditor regarding missing information on the Cash Transaction Log. The paid out portion of the log from gaming day September 3, 2009 was missing from the main cage paperwork. The Agent reviewed the daily logs from July 1, 2009 through the present and found eleven incidents where the cage failed to submit either the paid in or paid out logs or none at all.

COUNT III

9. 68 IAC 14-7-4 (l) states when a roulette table is not open for gaming activity, the roulette wheel shall be secured by placing a cover over the entire wheel and securely locking the cover to the roulette table.
10. On July 28, 2009, a Gaming Agent performed a routine observation of the table games and found a roulette wheel unsecured. Surveillance review of the roulette table revealed that the table was closed and the roulette wheel cover was placed over the wheel but was not locked. The wheel remained uncovered for three and a half hours.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Grand Victoria by and through its agents as described herein constitute a breach of IC 4-33, 68 IAC and/or Grand Victoria's approved internal control procedures. The Commission and Grand Victoria hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Grand Victoria. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

Grand Victoria shall pay to the Commission a total of \$10,000 (\$5,000 for Count I; \$2,500 for Count II and \$2,500 for Count III) 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 herein. If the Commission subsequently discovers facts that give rise to additional or separate violations, which are not described herein, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described herein.

Upon execution and approval of this Settlement Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Settlement Agreement by the Commission, Grand Victoria agrees to promptly remit payment in the amount of \$10,000 and shall waive all rights to further administrative or judicial review.

This Settlement 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 Settlement Agreement. This Settlement Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Settlement Agreement shall be binding upon the Commission and Grand Victoria.

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



Ernest E. Yelton, Executive Director
Indiana Gaming Commission

Nov 9, 2009
Date



Steven Jimenez, General Manager
Grand Victoria Casino & Resort

10/27/09
Date