ORDER 2014-179
IN RE SETTLEMENT AGREEMENT
CENTAUR ACQUISITION, LLC
DBA INDIANA GRAND
14-IG-03

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 18th DAY OF SEPTEMBER, 2014.

THE INDIANA GAMING COMMISSION:

Matt Bell, Chair

ATTEST:

Cris Johnston, Secretary
STATE OF INDIANA
INDIANA GAMING COMMISSION

IN RE THE MATTER OF:  )  )  )
)  )  )
CENTAUR ACQUISITION, LLC  )  14-IG-03

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Ernest E. Yelton and Centaur Acquisition, LLC ("Indiana Grand"), (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

1. 68 IAC 12-1-3(c)(10) states surveillance wiring systems must be designed to prevent tampering and must possess the following requirements or capabilities:
   (A) Be supplemented with a backup gas generator power source or diesel generator power source, or both, that automatically engages in case of a power failure.
   (B) Be capable of returning full power within seven (7) to ten (10) seconds after a power failure.

2. On May 7, 2014, a Gaming Agent was notified by a Surveillance Shift Supervisor that the surveillance room had lost all power and coverage due to a routine UPS test being conducted. The Agent contacted the Gaming Supervisor and then proceeded to the surveillance room. When the Agent arrived at the surveillance door she noted the access light on the card reader was green when it should have been red. The Agent was able to enter the surveillance room without swiping the access card to unlock the door. Once inside the room the Agent noticed all of the monitors were down except for the ones that showed the garage and parking lots. At approximately 0755 hours the UPS that supports the Surveillance System failed due to a faulty inverter. The UPS report had reported that the inverter went bad on April 29, 2014. The Surveillance room did not have power for approximately twenty seconds; however it took four minutes for the system to reboot and live coverage to be restored on the monitors. It took an additional five minutes for the surveillance employees to log into the system and control the cameras. Approximately 0815 hours the surveillance doors began to function properly. At 0759 hours 596 cameras resumed recording, by 0835 hours an additional 143 cameras resumed recording and all but one camera were recording by 1002 hours. To prevent this from occurring in the future the casino has stated they will inspect the program to check the status of the UPS units prior to each full load generator testing; the IT department has modified the email monitoring system to send IT and email any time a UPS has a fault condition, allowing management to be proactive in repairs; and install battery backups to swipe-access sensitive doors to keep the doors functional in the event of any power failure.
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 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. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

Indiana Grand shall pay to the Commission a total of $10,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. Neither this agreement nor any action performed pursuant to it will constitute an admission of any violation by Indiana Grand. This agreement extends only to known incidents specifically alleged in this agreement and wholly based on the facts described herein. If the Commission subsequently discovers additional facts, which are not described in this agreement, that may support an independent determination that a violation has occurred, the Commission may pursue disciplinary action for such violations even if the facts are 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, Indiana Grand 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 Indiana Grand.

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

Jim Brown, COO and General Manager
Indiana Grand

Date

9.15.14

Date

8.19.14