

ORDER 2009-151
IN RE SETTLEMENT AGREEMENT
AMERISTAR CASINO EAST CHICAGO, LLC
09-AS-02

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

Approves
APPROVES OR DISAPPROVES

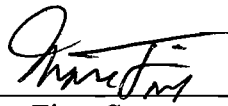
the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 17th DAY OF SEPTEMBER, 2009.

THE INDIANA GAMING COMMISSION:


Timothy Murphy, Chair

ATTEST:


Marc Fine, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
AMERISTAR CASINO EAST)	09-AS-02
CHICAGO, LLC)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and Ameristar Casino East Chicago, LLC (“Ameristar”), (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. Pursuant to IC 4-33-9-12(a) and 68 IAC 1-11-1(c) a person who is less than twenty-one (21) years of age may not be present in the area of a riverboat where gambling is being conducted.
2. On May 17, 2009, a Gaming Agent was contacted by Security regarding an underage person on the casino floor. The underage person was not asked for identification at the turnstiles.
3. On May 24, 2009, a Gaming Agent was called by a Security Officer regarding an underage person on the casino floor. The underage person’s identification was checked at the turnstile.
4. On June 6, 2009, a Gaming Agent was contacted by a Surveillance Officer about an underage person attempting to cash a check at the level two cage. The underage person was not asked for identification at the turnstiles.

COUNT II

5. 68 IAC 2-6-6(c)(7) states that the riverboat licensee shall perform a coin test to ensure that the electronic gaming device is communicating with the central computer system. If the electronic gaming device is not communicating with the central computer system, the electronic gaming device must be disabled.

6. On June 18, 2009, while coin testing slot machines, a Gaming Agent noticed that a slot machine that had not been coin tested was in service. The machine had been in service for over two hours and had been played. The Agent checked the Machine Entry Access Log but could not decipher the handwriting of the last slot employee who entered the machine.

TERMS AND CONDITIONS

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

Ameristar shall pay to the Commission a total of \$12,500 (\$9,000 for Count I and \$3,500 for Count II) 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, Ameristar agrees to promptly remit payment in the amount of \$12,500 and shall waive all rights to further administrative or judicial review.

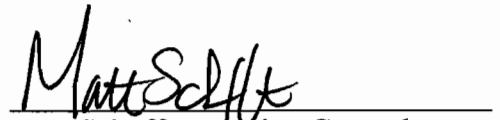
This Settlement Agreement constitutes the entire agreement between the parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Settlement Agreement. This Settlement Agreement may 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 Ameristar.

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

9.16.09
Date


Matt Schuffert, Acting General
Manager
Ameristar Casino East Chicago, LLC

9/9/09
Date