

**ORDER 2012-48
IN RE SETTLEMENT AGREEMENT**

**CASINO AZTAR
12-AZ-01**

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

Approves
APPROVES OR DISAPPROVES

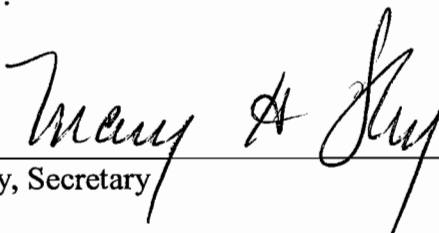
the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 15th DAY OF MARCH, 2012.

THE INDIANA GAMING COMMISSION:


Timothy Murphy, Chair

ATTEST:


Mary Shy, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
CASINO AZTAR)	12-AZ-01
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and Casino Aztar (“Aztar”), (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 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. 68 IAC 11-1-6(b) states failure to comply with approved internal control procedures may result in the initiation of a disciplinary action. According to Aztar Internal Control Rule 3: 14-3-8 at least once each gaming day, when a pit closes or at such other times that may be necessary, the Dual Rate Floor Supervisor or above will in the presence of the dealer run all cards from the that table through the Deck Checker to assure that all the cards are present or the Dealer will sort the decks of cards by suit and the Floorperson will verify that all the cards are there.
3. On November 28, 2011, a Gaming Agent was notified by a Table Games Shift Manager that a blue ten of hearts playing card was found in a shuffler. The shuffler had been removed from a table game the prior gaming day due to multiple red light errors and the card was found by a Shufflemaster Technician. Once the card was found, the Table Games Shift Manager and the Gaming Agent retrieved the cancelled cards that had been used at the table game. All of the blue decks were counted and sorted and all of the ten of hearts were accounted for. Next all of the blue decks from the other games that day were inspected and none of the cards were missing. The casino does not know the date the card jammed in the shuffler.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Aztar by and through its agents as described herein constitute a breach of the Riverboat Gambling Act, Title 68 of the Indiana Administrative Code and/or Aztar's approved internal control procedures. The Commission and Aztar hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Aztar. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.


Aztar shall pay to the commission a total of \$2,500 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, Aztar agrees to promptly remit payment in the amount of \$2,500 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.

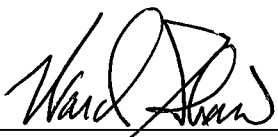
This Settlement Agreement shall be binding upon the Commission and Aztar.

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
3.5.12

Date



Ward Shaw, General Manager
Casino Aztar
2/23/12

Date