

**ORDER 2017-169
IN RE SETTLEMENT AGREEMENT**

**AZTAR INDIANA GAMING CO., LLC d/b/a TROPICANA EVANSVILLE
17-AZ-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 THE 29th DAY OF SEPTEMBER, 2017.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
AZTAR INDIANA GAMING CO., LLC)	17-AZ-03
d/b/a TROPICANA EVANSVILLE)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Aztar Indiana Gaming Co., LLC d/b/a Tropicana Evansville (“Tropicana”), (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 15-12-3(a)(4),(5),(8) and (10) states that live gaming device fills shall proceed in the following manner:
 - (4) Based on the information contained on the fill slip, the casino cashier shall prepare the proper denomination and amount of chips and sign the fill slip. The casino cashier shall sign the fill slip, summon a security officer, and present the chips and the fill slip to the security officer.
 - (5) The security officer shall verify that the denomination and amount of chips match the amount on the fill slip. The security officer shall sign the fill slip verifying the chips match the fill slips.
 - (8) The appropriate level of occupational licensee shall count the chips that are received as a live gaming device fill to ensure the denomination and amounts received match the amount and denomination reflected on the fill slip.
 - (10) If the amounts do not agree, the fill slip shall not be signed and the discrepancy shall be resolved in accordance with the policy and procedure submitted in accordance with section 2(b)(8) of this rule. Surveillance shall be notified and the security officer shall return the chips and the fill slip to the casino cage.

2. 68 IAC 15-12-4(4),(5),(8),(9),and (11) states that live gaming device credits shall proceed in the following manner:
 - (4) The live gaming device credit slip shall be transported or transmitted to the appropriate pit area.
 - (5) A security officer shall be called to the pit area to observe that the appropriate denomination and amount of chips to complete the live gaming device credit are counted and removed from the live gaming device. A pit supervisor or the equivalent shall also

observe the removal of the appropriate chips. After the appropriate chips are removed from the live gaming device, the credit slip shall be signed by the following individuals:
(A) the occupational licensee who removed the chips,
(B) the pit supervisor or equivalent who observed the removal of the chips and
(C) the security officer who observed the removal of the chips and who will transport the chips to the casino cage.

The security officer who begins the live gaming device credit must complete the process of witnessing, escorting, and signing the appropriate documentation to verify the live gaming device credit was completed. If there is a discrepancy with the live gaming device credit, the same security officer who began the live gaming device credit must accompany the live gaming device credit back to the live gaming device or the cage to resolve the discrepancy.

(8) In the presence of the security officer, the casino cashier shall verify that the denominations and amounts of chips match the information contained on the credit slip.

(9) If the amounts agree, the casino cashier shall sign the credit slip.

(11) If the amounts do not agree, the credit slip shall not be signed by the casino cashier and the discrepancy shall be resolved in accordance with the policy and procedures submitted in accordance with section 2(b)(8) of this rule. Surveillance should be notified and the security officer shall return the chips to the appropriate live gaming device.

3. On May 9, 2017, a Security Shift Manager notified a Gaming Agent that a table fill had been conducted, however, a table game credit was actually requested. The fill was delivered, verified and signed off by a Cage Cashier, Security Officer/EMT, D/R Dealer and Dealer.
4. On June 24, 2017, a Surveillance Lead notified a Gaming Agent that a \$1,000 variance from June 23rd was the result of an incorrect table fill. A Cage Cashier sent out a table fill of \$3,110 to a Mini-Baccarat table, however, the paperwork requested \$4,110. The table game fill paperwork requested 80 green \$25 chips, however, only 40 were sent. This created a \$1,000 shortage on the fill and a \$1,000 overage at the Cage. The fill was delivered, verified and signed off by a Cage Cashier, Security Officer, Dealer and Floor Supervisor.
5. On July 3, 2017, a Surveillance Operator notified a Gaming Agent that an incorrect table fill had occurred at a Blackjack Twenty-One Plus Three game. The table fill was for \$2,250 total and should have included \$2,000 in green \$25 chips. However, it contained \$2,000 in black \$100 chips. The fill was delivered, verified and signed off by a Cage Cashier, Security Officer, Dealer and Floor Supervisor. The discrepancy was discovered when the chips were being placed in the float. Surveillance was contacted, the fill slip was going to be voided and a new fill was going to be completed.

COUNT II

6. 68 IAC 15-1-4.1 states unless otherwise provided in this title, if an occupational licensee finds chips, TITOs, cash, or cash equivalents in the casino, the occupational licensee must turn the chips, TITOs, cash, or cash equivalents in to the appropriate area of the

main bank of the casino licensee. The casino licensee shall maintain the chips, TITOs, cash, or cash equivalents for a period of at least twenty (20) days to determine if a patron will claim the chips, TITOs, cash, or cash equivalents. If the chips, TITOs, cash, or cash equivalents are not claimed by a patron, the casino licensee shall institute one (1) of the following policies with respect to unclaimed chips, TITOs, cash, or cash equivalents turned in by occupational licensees:

(1) If the chips, TITOs, cash, or cash equivalents are not claimed by a patron, the chips, TITOs, cash, or cash equivalents must be included in the drop on the gaming day the waiting period expires.

(2) The casino licensee shall handle the chips, TITOs, cash, or cash equivalents not claimed by a patron in accordance with a policy submitted by the casino licensee to the commission audit director and that has been approved by the executive director.

The casino licensee must disseminate this rule to all occupational licensees employed by the casino licensee or occupational licensees employed by another company but assigned to perform their duties at the casino licensee's casino gambling operation.

7. Tropicana Evansville's Internal Control 15-1-4.1 for Found Cash Equivalents describes Tropicana's policy and procedures complying with 68 IAC 15-1-4.1.
8. On May 26, 2017, a Gaming Agent observed a surveillance log entry, which listed the sequence of break rotations for every Poker Room Supervisor that worked between gaming dates May 13th and May 15th. A Gaming Agent inquired with a Surveillance Supervisor who advised the entry was made based upon a review of a variance in the Poker Room, which was found to be caused by a paid-in that was never conducted with the Cage at the end of the gaming day on May 13, 2017.

It was determined on May 13, 2017, a Poker Room Supervisor notified Surveillance of found chips after a patron discovered a "barrel" of 20 red \$5 chips in a rack under the Poker table and no one at the table claimed them. A Surveillance review was conducted and found to be inconclusive. It could not be determined whom the chips belonged to. The chips were placed in a drawer in the Poker Room Bank.

On May 15, 2017, a Poker Room Supervisor conducted a chip rotation of the Poker Room Bank and there was a variance of \$100. No one had transported the \$100 chips to Cage to do a paid-in when they were found on May 13th. Even though the Poker Room does serve as its own bank, it has a specific dollar amount allotted to the room and any variance is required to be reported and reconciled.

9. 68 IAC 15-9-3(a) states the casino licensee or operating agent must establish policies and procedures in connection with the removal, collection, and counting of the tip box contents for subsequent distribution to gaming occupational licensees. These policies and procedures must include, at a minimum, the following: (1) Tip boxes must be dropped and counted at the end of each day. Surveillance must be notified before the emptying of any tip boxes.

10. Tropicana Evansville's Internal Controls 15-9-3(d), describe Tropicana's policy and procedures for complying with 68 IAC 15-9-3(a).
11. On June 10, 2017, a Surveillance Lead notified a Gaming Agent about an incident involving the Toke Committee. A Security Officer had contacted Surveillance requesting coverage at a Poker table for clearance in order for the Toke Committee to begin counting tokes. The Toke Committee, which consisted of two Dealers and two Security Officers failed to notify Surveillance prior to beginning the toke collection, which began in Pit B on level 2 and finished in the Poker Room.
12. On July 3, 2017, at approximately 14:10, a Surveillance Supervisor notified a Gaming Agent that Dealer tokes had been improperly stored in the Table Games Shift Manager's office. A Surveillance review indicated that at 05:24 a live toke box was removed from a Poker Table by Table Game Assistant Shift Manager in the presence of Security and at 05:31 transported the toke box from the Poker Room to the Shift Manager's Office. The Table Games Assistant Shift Manager then left the property for the day. There is no surveillance coverage in the office, therefore, it could not be determined if any were removed and/or tampered with during the time the box was off the floor. Table Games advised the Gaming Agent that the toke box was removed because the box was broke and chips could be pulled out.

TERMS AND CONDITIONS

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

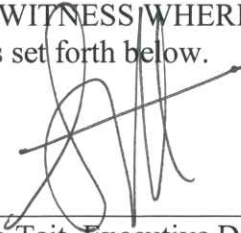
Tropicana shall pay to the Commission a total of \$10,500 (\$6,000 for Count I and \$4,500 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings of fact specifically alleged in the findings 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 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, Tropicana agrees to promptly remit payment in the amount of \$10,500 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 Tropicana.

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



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

9-19-17

Date



John J. Chaszar, General Manager
Tropicana Evansville

9/14/17

Date