

ORDER 2019-172

IN RE SETTLEMENT AGREEMENT

AZTAR INDIANA GAMING CO., LLC d/b/a TROPICANA EVANSVILLE
19-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.

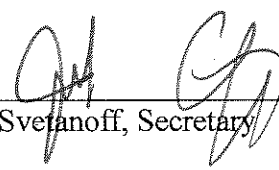
IT IS SO ORDERED THIS THE 28th DAY OF AUGUST, 2019.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

| | | |
|--------------------------------------|---|-------------------|
| IN RE THE MATTER OF: |) | |
| |) | SETTLEMENT |
| AZTAR INDIANA GAMING CO., LLC |) | 19-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 enter into this settlement agreement (“Agreement”) 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) states live gaming device fills shall proceed in the following manner:
 - (1) The appropriate occupational licensee shall initiate a live gaming device fill by completing an input form. The input form is either carried to the casino cage or the information is electronically transmitted to the casino cage.
 - (2) The appropriate occupational licensee uses the input form to prepare and print a live gaming device fill slip.
 - (3) Surveillance shall be notified that a live gaming device fill is being processed.
 - (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 after verifying the chips match the fill slips. The security officer who begins the live gaming device fill must complete the process of witnessing, escorting, and signing the appropriate documentation to verify that the live gaming device fill was completed. If there is a discrepancy with the live gaming device fill, the same security officer who began the live gaming device fill must accompany the fill back to the cage to resolve the discrepancy.
 - (6) The casino cashier shall retain one (1) copy of the fill slip in the casino cage.
 - (7) The security officer shall transport the chips to the appropriate pit area.
 - (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.
 - (9) If the amounts in subdivision (4) agree, the occupational licensee who counted the fill shall sign the fill slip. The pit supervisor or the equivalent shall also sign the fill slip. A copy of the fill slip or the original shall be inserted into the drop box of the live gaming

device that received the fill. A copy of the fill slip or the original fill slip shall be returned to the casino cage.

(10) If the amounts in subdivision (4) 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.

(b) The casino cashier or appropriate department shall use copies of the completed live gaming device fill slip to balance the cage. All completed live gaming device fill slips shall be used to complete the soft count.

(c) If a live gaming device fill slip was erroneous, it shall be voided and a new live gaming device fill slip generated. The person voiding the fill slip shall indicate the reason the slip was voided and sign the slip. A voided live gaming device fill shall be retained and deposited into a locked accounting box.

2. 68 IAC 1-5-1(1)(A) states a casino or supplier licensee shall provide a written notice to the executive director as soon as the casino or supplier licensee becomes aware of a violation or apparent violation of a rule of the commission by a casino or supplier licensee.
3. On May 1, 2019, security notified a Gaming Agent that a paperwork error had occurred on a table fill. The Gaming Agent called to see if surveillance was aware of the issue. Surveillance was unaware and began an immediate investigation. A review of the surveillance coverage determined that the table fill was accepted at the table game and the error was not identified. Surveillance coverage also identified that the Cage Cashier and Security Officer appeared to discover the paperwork error at 21:35hrs but failed to report the violation to Gaming Agents or Surveillance at that time. Gaming Agents were not notified until 03:00hrs the next morning when the Cage Shift Manager had a paperwork discrepancy in her nightly reconciliation. The incorrect copy of the table fill slip had been dropped in the drop box at the table.
4. On June 8, 2019, surveillance notified Gaming Agents that a table fill had been delivered to the wrong table and accepted by the Dealer and Floor Supervisor.
5. 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.
6. On May 21, 2019, surveillance notified a Gaming Agent a Dealer failed to check the podium when collecting tokens. A review of surveillance coverage determined that on May 19, 2019, a Dealer collected tokens at a roulette table and placed them in a storage podium. On May 20, 2019, another Dealer began collecting tokens and walked past the podium. The Dealer appeared to hesitate like she was going to check the door to the

podium but failed to collect the tokens from the podium. On May 21, 2019, the bag of tokens was discovered in the podium.

7. 68 IAC 11-4-4(a) states at any time when a live gaming device is closed, chips remaining at the live gaming device shall be counted by the appropriate level of occupational licensee assigned to the live gaming device and verified by the pit boss or the equivalent.
(b) A live gaming device inventory slip shall be prepared.
(c) The occupational licensee and the pit boss or the equivalent who observed the count of the contents of the tray shall sign the inventory slip at the time of closing the live gaming device attesting to the accuracy of the information recorded.
(d) The occupational licensee shall immediately deposit the closer in the drop box.
(e) The pit boss or the equivalent shall place the opener on the live gaming device tray in a manner that the amounts on the opener may be read through the cover, and lock the transparent live gaming device tray lid in place.
8. On May 21, 2019, a Tables Games Shift Manager notified a Gaming Agent of a discrepancy on a table inventory closer (TIS). The paperwork was off by \$2,000.
9. 68 IAC 11-1-3(c)(4) states that no casino licensee or casino license applicant may use an internal control procedure unless the internal control procedure has been approved, in writing, by the executive director.
10. 68 IAC 13-1-1(b)(2) and (3) states the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe the licensee is not complying with licensure conditions or is not complying with this Act or this title.
11. Tropicana's approved internal control procedures describe the procedures for the bad beat drop.
12. On June 19, 2019, surveillance notified a Gaming Agent that a Dual Rate Dealer failed to notify surveillance prior to conducting the collection of the bad beat drop boxes from the poker room.

COUNT II

13. 68 IAC 15-2-5 states the casino licensee shall establish policies and procedures for the notification of surveillance prior to completing a currency transaction report.
14. Tropicana's approved internal control procedures provide that the Surveillance Department will be contacted to obtain a photograph of the guest prior to completing the transaction, the MTL and a Currency Transaction Report (CTR).
15. On June 24, 2019, surveillance notified Gaming Agents that a currency transaction report was conducted at the cage without notification to surveillance.

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.

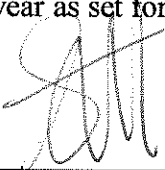
Tropicana shall pay to the Commission a total of \$7,000 (\$6,000 for Count I and \$1,000 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in this Agreement. This Agreement extends only to those violations and findings of fact specifically 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 Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Tropicana agrees to promptly remit payment in the amount of \$7,000 and shall waive all rights to further administrative or judicial review.

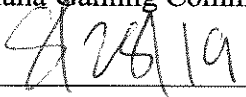
This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This 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.



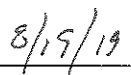
Sara Gonso Tait, Executive Director
Indiana Gaming Commission



Date



John J. Chaszar, General Manager
Tropicana Evansville



Date