

**ORDER 2020-128
IN RE SETTLEMENT AGREEMENT**

**AMERISTAR CASINO EAST CHICAGO, LLC
20-AS-02**

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 23rd DAY OF NOVEMBER, 2020.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
AMERISTAR CASINO EAST)	20-AS-02
CHICAGO, LLC)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Ameristar Casino East Chicago, LLC (“Ameristar”), (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 11-9-2(a) provides the casino licensee or trustee shall submit to the executive director internal control procedures concerning the withholding of cash winnings from delinquent obligors in accordance with 68 IAC 11-1.
2. 68 IAC 11-1-3(c)(4) provides 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.
3. 68 IAC 13-1-1(b)(2) and (3) provides 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.
4. Ameristar’s approved internal control procedures, C-18, describe the procedures for the Child Intercept Process.
5. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (“CSADR”) for January 2020. The results of this audit found that one (1) individual was not searched in the CSADR after winning a taxable jackpot.

COUNT II

6. IC 4-33-9-12(a) provides 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.
7. 68 IAC 1-11-1(c) provides a person under twenty-one (21) years of age shall not be present in a casino.

8. On September 15, 2020, a Security Assistant Shift Manager notified Gaming Agents that a patron was attempting to gain entry into the casino floor with another patrons identification. Gaming Agents confirmed that the identification did not belong to the patron and that the patron and the person on the identification did not share similarities. The patron ultimately showed his identification to the Gaming Agents which confirmed he was underage. A surveillance review determined that the underage person had been allowed entry onto the casino floor earlier using the other person's identification. The Security Officer scanned the identification, reviewed the identification and allowed the patron entry on the casino floor.

COUNT III

9. 68 IAC 2-3-1(c)(1) provides a person employed by the riverboat gambling operation and whose duties are to be performed on the riverboat must hold an occupational license.
10. 68 IAC 2-3-1(f) provides an employee of a riverboat gambling operation who does not hold an occupational license shall not perform any duties on the riverboat at any time.
11. On June 12, 2020, the Commission's Gaming Administrator sent an email correspondence to all casinos notifying them of casino re-opening guidelines for reinstatement of occupational licensees.
12. On September 16, 2020, a Cage Cashier requested a new badge from Gaming Agents citing that he had lost his occupational licensing badge. When the Gaming Agent went to print out a new badge, it was determined that the Cage Cashier was not in the system. The Gaming Agent searched the occupational licensing database and determined that the Cage Cashier's license had been marked as inactive due to furlough. Between August 11, 2020 and September 15, 2020, the Cage Cashier worked twenty-two (22) times on an inactive license.

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, IC 4-38, 68 IAC, the Emergency Rules for sports Wagering 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.

Ameristar shall pay to the Commission a total of \$4,000 (\$1,000 for Count I, \$1,500 for Count II and \$1,500 for Count III) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in the Findings of Fact contained 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, Ameristar agrees to promptly remit payment in the amount of \$4,000 and 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 may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

This Agreement shall be binding upon the Commission and Ameristar.

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

Sara Gonso Tait, Executive Director
Indiana Gaming Commission



Ryan Coppola, General Manager
Ameristar Casino East Chicago, LLC

Date

11/10/20

Date

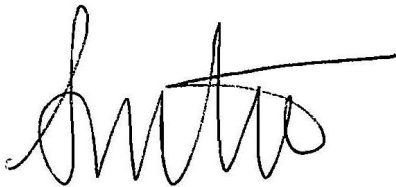
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