

**ORDER 2020-139  
IN RE SETTLEMENT AGREEMENT**

**AZTAR INDIANA GAMING CO., LLC d/b/a TROPICANA EVANSVILLE  
20-TE-02**

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

**APPROVED**

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APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 23<sup>rd</sup> DAY OF NOVEMBER, 2020.**

**THE INDIANA GAMING COMMISSION:**



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Michael B. McMains, Chair

ATTEST:



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Jason Dudich, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>AZTAR INDIANA GAMING CO., LLC</b>	)	<b>20-TE-02</b>
<b>d/b/a TROPICANA EVANSVILLE</b>	)	

**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 15-2-5 provides that the casino licensee shall establish policies and procedures for the notification of surveillance prior to completing a currency transaction report. The procedures shall include, at a minimum, the following:
  - (1) The window cashier, pit boss, table games shift manager, or table games manager must notify surveillance.
2. On September 7, 2020, Surveillance notified Gaming Agents that the Cage Department failed to notify Surveillance of a payout of \$10,100.

**COUNT II**

3. 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.
4. 68 IAC 13-1-1(b)(2) and (3) provides that 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.
5. Tropicana’s approved internal control procedures, 11-9 and 19-5-2(22), describe the procedures for Child Support Intercept Process.
6. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (CSADR) for June 2020. The results of this audit were that one (1) individual was not searched in the CSADR after winning a taxable jackpot.

### COUNT III

7. On November 6, 2017, the Commission issued a policy on remote access to casino gaming system requiring internal controls and minimum standards that must be met.
8. Tropicana's approved internal controls provide in the event a Casino Gaming System must be remotely accessed by a supplier licensee; Tropicana Evansville will institute a process that requires all requests for remote access to Tropicana Evansville must be sent to the distribution group #EV-IT. Evansville IT will inform the IGC at extension 4038. IT will provide the following to the IGC: Name of the supplier licensee who will participate in the remote session, Manufacturer version number of the system being accessed and; Circumstances requiring the remote access session.
9. On September 23, 2020, the Slot Performance Manager notified Gaming Agents that the Slot Department was ready to do some testing on a few electronic gaming devices (EGD) to see if the upgrade to the new Caesars player tracking program was working. The Gaming Agent was not aware of any upgrades taking place. The Gaming Agent observed the test and there did not appear to be any issues. The Slot Performance Manager advised they would push the update to the all EGD's.
10. The Gaming Agent reported this information to the Gaming Agent Supervisor who also advised she was unaware of any upgrades being pushed to the casino floor. It was determined that Tropicana did not request or receive Commission approval to perform this upgrade on the EGD's. The Gaming Agent Supervisor spoke to Tropicana's Director of Compliance regarding this matter who provided that he failed to request approval for the upgrade. The Director of Compliance also advised that the upgrade was pushed through by corporate and corporate allowed employees from Bally to access Tropicana's gaming system without seeking Commission approval or following the Commission's remote access policy. Gaming Agents were able to determine that the Bally employees accessing Tropicana's system were licensed in Indiana; however, the Tropicana corporate employees were not licensed.

### COUNT IV

11. 68 IAC 2-6-6(c)(5)(B) provides if a casino licensee converts an electronic gaming device, the casino licensee must 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.
12. On February 17, 2020, a Slot Services Shift Manager notified a Gaming Agent that an electronic gaming device (EGD) had been placed in service without a coin test. There was play on the EGD during this time.

13. On June 17, 2020, a Gaming Agent was working on an EGD with a Slot Tech. Later that evening, Surveillance notified the Gaming Agent that the EGD had been put into play without a coin test and a patron was currently playing the EGD.
14. 68 IAC 17-1-3 provides that a casino licensee, casino license applicant, or supplier licensee shall use the commission's electronic gaming device database as prescribed by the commission.
15. 68 IAC 2-6-6(c)(1)(F) provides that if a casino licensee converts an electronic gaming device, the casino licensee must request permission for the conversion from the commission and supply the commission with the current and future control program medium number that is installed or that is to be installed in the electronic gaming device. If a new control program medium is installed in an electronic gaming device, the control program medium must be approved for use in Indiana.
16. On February 9, 2020, a Gaming Agent was conducted a spot audit of recent EGD movements. The Gaming Agent noted a discrepancy on main eeprom for five (5) EGD's. The main eeprom listed on the conversion sheet on the EGD had one ID# while there was another ID# displayed on the EGD. The Gaming Agent reviewed the change request submitted in the Commission's EGD system in an attempt to resolve the discrepancy. It was determined that on the change request the casino had not requested to make a change to the main eeprom. The Gaming Agent subsequently requested a Slot Tech to pull the CPU so he could confirm which main eeprom was in the EGD. It was confirmed that the main eeprom had been changed during the move but this change had not been submitted or approved by the Commission.

#### COUNT V

17. 68 IAC 6-1-1 provides an excluded person is prohibited from entering gaming areas and a casino licensee or operating agent must evict any excluded person from its gaming area if the casino licensee or operating agent knows or reasonably should know that the person is an excluded person.
18. On December 30, 2019, a Gaming Agent audited the statewide exclusion list. It was determined that sixteen (16) statewide excluded persons were not flagged.

#### COUNT VI

19. 68 IAC 11-4-4 provides that 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.

20. On February 14, 2020, a Dual Rate Assistant Shift Manager notified Gaming Agents of a table inventory closer error. The table closer showed \$11,100 in black \$100 chips; however, there were only \$10,900 black \$100 chips in the float.
21. On February 16, 2020, Surveillance notified Gaming Agents of a table inventory closer error. The table closer showed \$137,250 in chips; however, there were only \$37,250 in chips in the float.
22. On February 16, 2020, Surveillance notified Gaming Agents of a table inventory closer error. The table closer showed \$16,625 in green \$25 chips; however, there were only \$16,225 in green \$25 chips in the float.
23. On March 7, 2020, Surveillance notified Gaming Agents of a table inventory closer error. The table closer showed \$8,800 in black \$100 chips; however, there was actually \$8,900 in black \$100 chips in the float.
24. On March 16, 2020, a Table Games Assistant Shift Manager notified Gaming Agents of a table inventory closer error. The table closer showed \$6,600 in black \$100 chips, however; there was actually \$7,600 in black \$100 chips in the float.
25. On March 24, 2020, Gaming Agents were observing the removal of chips from the casino floor due to the casino closure when the Dual Rate Assistant Shift Manager notified the Gaming Agent of a table inventory closer error. The table closer showed \$3,125 in green \$25 chips; however, there were actually \$3,150 in green \$25 chips in the float.
26. 68 IAC 15-12-3 provides that 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.

27. On July 16, 2020, Surveillance notified Gaming Agents of a table fill error. A table fill for \$20,700 was delivered to the incorrect table and accepted. The error was not caught by the Cage, Security, or Table Games.

### **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, IC 4-38, 68 IAC, the Emergency Rules for Sports Wagering, 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 \$18,000 (\$1,000 for Count I, \$1,000 for Count II, \$1,500 for Count III, \$3,000 for Count IV, \$4,000 for Count V, and \$7,500 for Count VI) 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 \$18,000 and shall waive all rights to further administrative or judicial review.


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 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.

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Sara Gonso Tait, Executive Director  
Indiana Gaming Commission

  
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John J. Chaszar, General Manager  
Aztar Indiana Gaming Co., LLC

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Date

  
\_\_\_\_\_  
Date

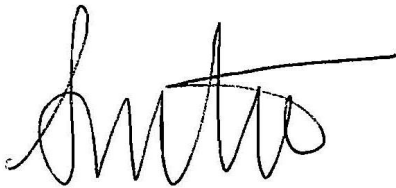
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Sara Gonso Tait, Executive Director  
Indiana Gaming Commission

11/20/20

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Date

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John J. Chaszar, General Manager  
Aztar Indiana Gaming Co., LLC

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Date