

**ORDER 2021-94
IN RE SETTLEMENT AGREEMENT**

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

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

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

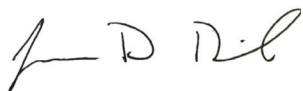
IT IS SO ORDERED THIS THE 25th DAY OF MAY, 2021.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
AZTAR INDIANA GAMING CO., LLC)	21-TE-02
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 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.
2. 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.
3. Tropicana’s approved internal control procedures, 11-9 and 19-5-2(22), describe the procedures for Child Support Intercept Process.
4. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (“CSADR”) for January 2021. The results of this audit were that one (1) individual was not searched in the CSADR after winning a taxable jackpot.

COUNT II

5. 68 IAC 1-16-2(a) and (b) provide casino licensees shall conspicuously display a toll-free telephone number that provides the public with information about compulsive gambling addictions on a poster or placard that is on display in a public area of the casino.
(b) The toll free telephone number to be displayed shall be specified by the division of mental health and addiction.

6. On January 15, 2021, the Regulatory Compliance Manager at Harrah's Hoosier Park notified the Commission that an error on a marketing email sent to patrons had an error on the responsible gaming telephone number.
7. On January 13, 2021, Harrah's Hoosier Park identified that the full telephone number next to the vanity number 1-800-9-WITH-IT was incorrect on marketing emails that were sent out. The correct telephone number is 1-800-994-8448, however, the emails provided 1-800-944-8448.
8. On January 26, 2021, a Gaming Agent met with a Casino Promotions Supervisor about Tropicana's mailers. Tropicana sent out thirty-five (35) mailers that included the error.

COUNT III

9. 68 IAC 10-4-1(e) provides craps games may only be conducted when, at a minimum, the following individuals are present:
 - (1) One (1) boxperson.
 - (2) One (1) stickperson.
 - (3) Two (2) base dealers.
10. On January 2, 2021, a Gaming Agent was conducting a surveillance review when it was discovered that a Dual Rate Dealer acting as the Box Person at the Craps table walked away from a live game to speak with a patron at another Craps table. Surveillance provided that they were told since Table Games was shorthanded that the Box Person could be used to do menial tasks such as retrieving dice and other things. Surveillance advised this had been going on since the Covid shutdown. During a surveillance review, Gaming Agents observed several Box Person's leave the box area of the table to clean other tables.
11. 68 IAC 15-9-3(a) provides 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.
12. On February 1, 2021, a Dealer was collecting tokens and failed to notify Surveillance prior to beginning the token drop.
13. 68 IAC 15-12-3(a) provides the requirements for live gaming device fills.
14. On February 27, 2021, Surveillance notified Gaming Agents of an incorrect table fill. Two (2) table fills were being processed at the same time. One (1) in the amount of \$2,100 and one (1) in the amount of \$13,220. The table fills were delivered to the wrong tables and fully accepted at one table. The second table noticed the error prior to accepting the table fill.

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 \$7,500 (\$1,000 for Count I, \$2,500 for Count II and \$4,000 for Count III) and halt all activity where a Box Person is leaving the craps table as outlined in Count III 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 \$7,500 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.



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

5/24/21

Date

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

Date

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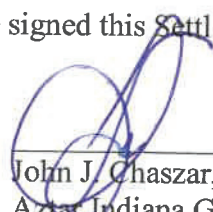
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Sara Gonso Tait, Executive Director
Indiana Gaming Commission



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

Date

07/10/21

Date