

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
CASINO AZTAR)	10-AZ-04
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and Casino Aztar (“Aztar”), (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 14-3-4(d) states except for playing cards that are removed from play due to the possibility of tampering, all playing cards shall be canceled by one (1) of the following methods:
 - (1) Drilling a circular hole of at least one-fourth (1/4) inch through the center of each card in the deck.
 - (2) Shaving at least two (2) corners of each playing card so that each side is no longer at ninety (90) degree angles with each adjacent side.
 - (3) The cards are destroyed by shredding.
 - (4) Canceling the cards by any other method approved by the executive director.
 - (5) The cancellation of cards must be monitored by surveillance in accordance with 68 IAC 12-1-5.

2. On June 22, 2010 a Gaming Agent, while reviewing a Security Incident Report noted that there were four decks of un-cancelled cards found in a box of cancelled cards. The cards were going to be used at a Blackjack class. Once the cards were found they were immediately cancelled.

COUNT II

3. 68 IAC 12-1-5(f) states electronic gaming device surveillance must be capable of providing the following:
 - (6) Progressive games, including dedicated coverage of the following:

- (A) Any electronic gaming device or group of electronic gaming devices with a possible jackpot payout in excess of fifty thousand dollars (\$50,000).
- (B) The progressive display showing the incrementation of the progressive jackpot for an electronic gaming device or a bank of electronic gaming devices.
4. On July 3, 2008 the casino was granted a waiver for any progressive slot machines with an immediate jackpot of less than \$50,000, that would delay the dedicated camera coverage until the progressive display reads a minimum of \$40,000.
 5. On August 22, 2010 a Gaming Agent observed a bank of machines with a progressive link that had exceeded the fifty thousand dollar (\$50,000) threshold. The Agent checked for dedicated camera coverage on the progressive sign and could not find any. The Surveillance Tech was notified and set a camera on the progressive sign. Sometime between August 18 and August 19, 2010 the progressive reached \$50,000.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Aztar by and through its agents as described herein constitute a breach of the Riverboat Gambling Act, Title 68 of the Indiana Administrative Code and/or Aztar's approved internal control procedures. The Commission and Aztar hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Aztar. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

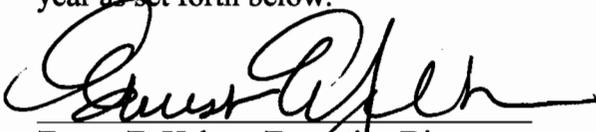
Aztar shall pay to the commission a total of \$6,000 (\$3,500 for Count I and \$2,500 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings of fact, specifically alleged herein. If the Commission subsequently discovers facts that give rise to additional or separate violations, which are not described herein, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described herein.

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, Aztar agrees to promptly remit payment in the amount of \$6,000 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 Aztar.

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



Ernest E. Yelton, Executive Director
Indiana Gaming Commission

11.3.10

Date



Ward Shaw, General Manager
Casino Aztar

10/28/10

Date

