

**ORDER 2008-146
IN RE SETTLEMENT AGREEMENT
AMERISTAR CASINO EAST CHICAGO, LLC
08-AS-02**

COMMISSION ACTION

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

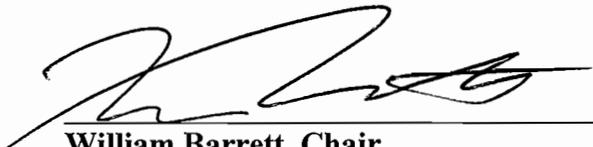
Approves

APPROVES or DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 13th DAY OF NOVEMBER, 2008.

THE INDIANA GAMING COMMISSION:



William Barrett, Chair

ATTEST:



Thomas Swihart, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
AMERISTAR CASINO EAST)	08-AS-02
CHICAGO, LLC)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and Ameristar Casino East Chicago, LLC (“Ameristar”), (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 2-6-40 (a) states each progressive controller linking two or more progressive electronic devices must be housed in a double keyed compartment in a location approved by the executive director.
2. 68 IAC 2-6-40(d) states a progressive controller entry authorization log must be maintained with each controller. The log shall be on a form prescribed by the commission and completed by an individual gaining entrance to the controller.
3. On June 13, 2008, a Gaming Agent was performing a routine inspection of linked progressives. Two progressive controllers did not contain MEAL books and the lock mechanisms were faulty. One progressive controller did not have a proper MEAL book cover that stated the machine location and asset number.

COUNT II

4. 68 IAC 2-3-9.2 (b) states that riverboat licensees must advise the enforcement agent, on a form prescribed or approved by the commission, when one of the following events occurs with an occupational licensee: (1) The occupational licensee’s employment with the riverboat licensee is terminated for any reason.
5. 68 IAC 2-3-9.2 (c) states the form must be submitted to the enforcement agent within 15 days of the occurrence of the change or action.

6. On September 9, 2008, a Gaming Agent reviewed a list of Perm Employees Ready for Renewal with the HR Employee Coordinator. She informed the Agent that one of the employees on the list was terminated on September 14, 2007. The Agent pulled the file for this employee and was unable to locate the termination form required to be filed by Ameristar. The Gaming Agent contacted the HR Employment Manager and requested a copy of the form. The Manager pulled the employee's file but could not locate the termination form.

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 the Riverboat Gambling Act, Title 68 of the Indiana Administrative Code and 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. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

Ameristar shall pay to the Commission a total of \$3,500 (\$1,500 for Count I and \$2,000 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, Ameristar agrees to promptly remit payment in the amount of \$3,500 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.

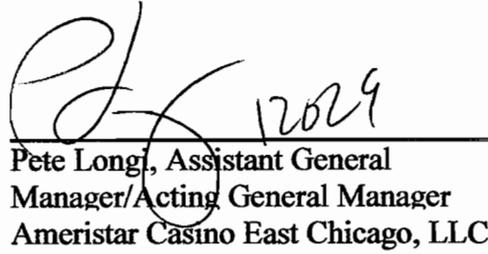
This Settlement Agreement shall be binding upon the Commission and Ameristar.

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

Date 11.13.08



Pete Longi, Assistant General
Manager/Acting General Manager
Ameristar Casino East Chicago, LLC

Date 11-07-08