

ORDER 2008-98
IN RE SETTLEMENT AGREEMENT
AMERISTAR CASINO EAST CHICAGO, LLC
08-AS-01

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 28th DAY OF AUGUST, 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-01
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 2-3-8 states that an occupational license must be renewed annually.
2. On February 4, 2008, a Table Games Dealer came to the office to have his license renewed. The Gaming Agent noticed that his license expired on December 12, 2007. The casino allowed the Dealer to work with an expired badge. His name was included on a list sent to the casino by the Commission’s Licensing Coordinator in the beginning of December 2007.

COUNT II

3. 68 IAC 2-6-40 (a)(1) states that each progressive controller linking two (2) or more progressive electronic gaming devices must be housed in a double keyed compartment in a location approved by the executive director. All keys must be maintained in accordance with 68 IAC 11-7 and the executive director or the executive director’s designee must be in possession of one (1) of the keys.
4. 68 IAC 2-6-40(d) states that a progressive controller entry authorization log must be maintained within each controller. The log shall be on a form prescribed by the commission and completed by an individual gaining entrance to the controller.
5. On May 22, 2008, a Gaming Agent was responding to a call from a Slot Tech who needed progressive keys to do some work on a bank of progressive slots. When the Agent arrived, the Slot Tech informed the Agent that when the Slot

Tech arrived at the machines the door was already open. When asked why the door was open, the Slot Tech replied that the machines had been turned on earlier by the day crew and they probably left the door open. The Agent checked the M.E.A.L. book to see when the machines had been turned on but there were no entries in the book. The M.E.A.L. books in the other machines in the bank were checked but there were no entries in any of them. The Agent had the bank of machines shut down and the progressive door locked until he could confirm that the games and progressive were not compromised. The Agent contacted surveillance to review who had been in the machines. Surveillance indicated that three Slot Techs were working in the area but could not tell which one had opened the progressive door.

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 \$11,000 (\$1,000 for Count I and \$10,000 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 \$11,000 and shall waive all rights to further administrative or judicial review.

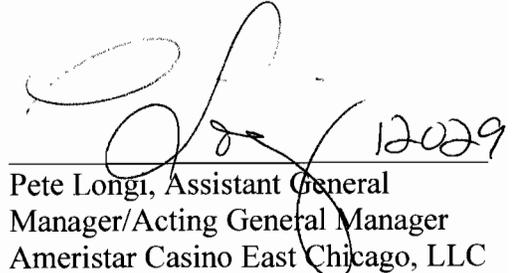
This Settlement Agreement constitutes the entire agreement between the parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Settlement Agreement. This Settlement Agreement may 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 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

8.25.08
Date


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

8-12-08
Date