

**ORDER 2009-99
IN RE SETTLEMENT AGREEMENT
AMERISTAR CASINO EAST CHICAGO, LLC
08-AS-01**

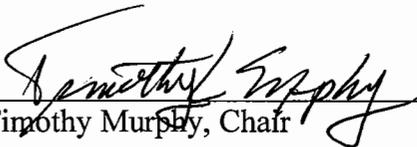
After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

Approves
APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 11th DAY OF JUNE, 2009.

THE INDIANA GAMING COMMISSION:



Timothy Murphy, Chair

ATTEST:



Thomas Swihart, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
AMERISTAR CASINO EAST)	09-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 14-3-5 (a) states that all dice or playing cards that are not being utilized at a live gaming device shall be kept in locked compartments.
2. On January 16, 2009, a Gaming Agent received a call from a Surveillance Shift Manager regarding playing cards left unsecured at a table game. A Casino Shift Manager advised the Agent that a Table Games Supervisor placed six decks of cards in the automatic shuffler, temporarily closed the table and left the area, leaving the cards unsecured. A surveillance review determined a Dealer inspected the cards and all six decks were placed in the automatic shuffler. The cards in the shuffler were left unsecured for approximately 3 hours.

COUNT II

3. 68 IAC 6-3-4 (b)(5) requires the casinos to establish internal controls procedures that ensure voluntarily excluded persons do not receive check cashing privileges or extensions in credit, whether directly through the casino or operating agent, or through a supplier contracting with the casino or operating agent on property hired for the purpose of check cashing privileges or extension of credit, or both.
4. On February 5, 2009, a Gaming Agent was informed that a Voluntarily Excluded Person (“VEP”) had been discovered on the casino floor when he attempted to make a cash advance at the cage. The VEP stated that he was allowed to do a cash advance the day before on the second level cage. A Cage Shift Manager

checked the paperwork for the previous day and found that the VEP had received a cash advance for \$200.

COUNT III

5. 68 IAC 11-4-4 (e) states that 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.
6. On February 27, 2009, a Gaming Agent received a call from a Security Supervisor regarding an unsecured float lid on a table game. The Gaming Agent reviewed surveillance coverage and confirmed that a Table Games Supervisor did not lock the lid. The chips were re-counted and verified with the table opener form. The float was left unsecured for approximately three hours.

COUNT IV

7. 68 IAC 11-3-3 (b)(1) requires the door to the soft count room to be lockable from outside the soft count room.
8. On March 6, 2009, a Gaming Agent was performing an inspection of the soft count room and found the door to the room unsecured and the Agent was able to push the door open. The Gaming Agent reviewed surveillance coverage and noted that the door closed behind the last person to leave the soft count room, but the Security Officer failed to lock the deadbolt. The Agent also discovered that the soft count room door was not closing completely to engage the primary lock.

COUNT V

9. 68 IAC 1-5-1(1)(B) states a riverboat or supplier licensee shall provide a written notice to the executive director at such time as it becomes aware of any violation or apparent violation of any rule of the commission by any substantial owner, key person or employee of the riverboat or supplier licensee.
10. On March 23, 2009, a Gaming Agent received a call from a former Table Games Supervisor regarding his termination on March 18, 2009 for a violation of an administrative rule. The Agent investigated the matter to see when the Supervisor's violation was reported to the IGC by Ameristar. The Agent reviewed the statements given by employees involved in the violation, which included two Shift Managers, a Table Games Manager and the Director of Table Games. All of them stated that the violation had occurred on March 17, 2009 but none of them mentioned reporting the violation to the IGC. The Agent reviewed

the surveillance, security and IGC Agent activity logs for March 17, 2009 and found no record of the violation.

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 \$14,200 (\$2,500 for Count I, \$5,200 for Count II, \$1,500 for Count III, \$2,500 for Count IV and \$2,500 for Count V) 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 \$14,200 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

6.02.09
Date



Scott Rhoda, General Manager
Ameristar Casino East Chicago, LLC

5/27/09
Date