

**ORDER 2010-164
IN RE SETTLEMENT AGREEMENT
CASINO AZTAR
10-AZ-03**

After reviewing the attached Settlement Agreement, the Indiana Gaming Commission:

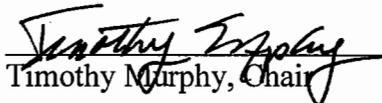
Approves

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 16th DAY OF SEPTEMBER, 2010.

THE INDIANA GAMING COMMISSION:


Timothy Murphy, Chair

ATTEST:


Marc Fine, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
CASINO AZTAR) **10-AZ-03**
)

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:
 - a. Drilling a circular hole of at least one-fourth (1/4) inch through the center of each card in the deck.
 - b. 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.
 - c. The cards are destroyed by shredding.
 - d. Canceling the cards by any other method approved by the executive director.
 - e. The cancellation of cards must be monitored by surveillance in accordance with 68 IAC 12-1-5.
2. On March 29, 2010, a Gaming Agent was informed by a Security Shift Supervisor that two decks of un-cancelled cards were found in the hotel area of the property.

COUNT II

3. 68 IAC 11-1-6(b) states failure to comply with approved internal control procedures may result in the initiation of a disciplinary action.
4. According to Aztar’s Internal Control Rules for Spanish 21, page 1, the cards will be sorted and checked using the deck-checker or by the dual rate supervisor or above who

will break the seal on the decks of cards and remove the tens (10's). The Dealer will then spread the cards, check for any flaws, and ensure the tens (10's) have been removed.

5. On April 18, 2010, a Gaming Agent was notified by a Surveillance Supervisor advising that the tens were left in the decks of cards played at a Spanish 21 table game. A patron pointed out to the dealer that there was a ten in play at the table. The tens were in play for approximately three and a half hours.

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.

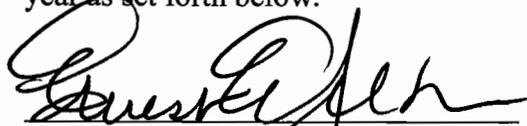
Aztar shall pay to the commission a total of \$4,000 (\$2,500 for Count I and \$1,500 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings 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 \$4,000 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


Ward Shaw, General Manager

Indiana Gaming Commission

9.13.10
Date

Casino Aztar

9-10-10
Date