

**ORDER 2011-115  
IN RE SETTLEMENT AGREEMENT**

**CASINO AZTAR  
11-AZ-02**

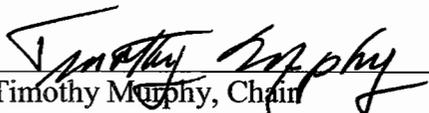
After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

Approves  
APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 2nd DAY OF JUNE, 2011.**

**THE INDIANA GAMING COMMISSION:**

  
Timothy Murphy, Chair

ATTEST:

  
Marc Fine, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

|                             |   |                   |
|-----------------------------|---|-------------------|
| <b>IN RE THE MATTER OF:</b> | ) |                   |
|                             | ) | <b>SETTLEMENT</b> |
| <b>CASINO AZTAR</b>         | ) | <b>11-AZ-02</b>   |
|                             | ) |                   |

**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**

1. 68 IAC 14-3-5(c) states riverboat licensees or riverboat license applicants shall maintain an inventory of all dice and playing cards on forms prescribed by the commission. The inventory shall contain the following information:
  - (4) The quantity of dice and playing cards that are:
    - (A) placed into play each day;
    - (B) removed from play due to suspected tampering and the date of the removal; and
    - (C) removed from play and canceled each day.
  
2. On April 2, 2011 a Gaming Agent was notified by a Dual Assistant Shift Manager of two decks of cards that were missing. A surveillance review showed that two decks of cards allotted for gaming day April 2 were placed on a table game and while being shuffled in the automatic shuffler the shuffler malfunctioned. The decks were taken off of the table game and placed in the podium in the pit. At the same time the decks of cards from gaming day April 1 were being removed from the tables and counted. The two decks in the pit podium were included with the April 1<sup>st</sup> decks and taken to the destruction room. There was also an error made by security in completing the Card and Dice log. None of the employees compare the log showing the number of cards placed on the tables against the log indicating the number of cards removed from the tables.

**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.

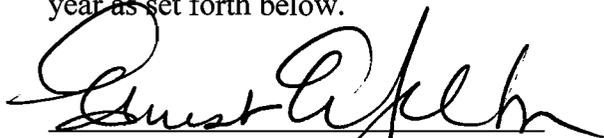
Aztar shall pay to the commission a total of \$1,500 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings of fact, specifically alleged herein. If the Commission 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 \$1,500 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 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

5.25.11  
Date



Ward Shaw, General Manager  
Casino Aztar

5/19/11  
Date