

**ORDER 2012-190
IN RE SETTLEMENT AGREEMENT
AMERISTAR CASINO EAST CHICAGO, LLC
12-AS-02**

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

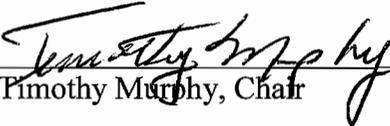
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 15th DAY OF NOVEMBER, 2012.

THE INDIANA GAMING COMMISSION:



Timothy Murphy, Chair

ATTEST:



Marc Fine, Vice-Chair

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

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|------------------------------|---|-------------------|
| IN RE THE MATTER OF: |) | |
| |) | SETTLEMENT |
| AMERISTAR CASINO EAST |) | 12-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. Pursuant to IC 4-33-9-12 and 68 IAC 1-11-1(c), a person who is less than twenty-one (21) years of age may not be present in the area of a riverboat where gambling is being conducted.
2. On May 15, 2012, a Gaming Agent received a call from a Gaming Agent at Majestic Star regarding an underage person that they had in their custody. The underage person claimed to have just left Ameristar Casino and did not have a problem getting on the casino floor. The Ameristar Gaming agent reviewed surveillance video and found that the underage person used an identification that did not belong, nor resembled him.

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. According to Ameristar Internal Control Section C – Electronic Gaming Devices 15.1, before transporting electronic gaming devices, a representative from the Slot department will provide the required information to the IGC. This information is sent to the IGC EGD Analyst via the computerized Electronic Gaming Device System (EGDS). IGC approval must be granted prior to transporting EGD’s.
4. On July 25, 2012, Gaming Agents were contacted by a Slot Tech Supervisor regarding 25 leased WMS games that were at the Ameristar shipping docks. The slot machines were scheduled to be transported back to WMS. The Slot Tech Supervisor informed the Agent that the request was placed in the EGD system on July 19, 2012 and that she had an

approved waiver from the Commission's EGD Manager, which waived the 10 day waiting period for slot machine shipments. Gaming Agents removed the Commission registration tags from the machines and they were loaded on the truck. The truck was sealed and left the property. On August 1, 2012 the EGD Manager contacted the Gaming Agents about the machines. He informed the Agents that the Slot Tech Supervisor had contacted him on August 23, 2012 about the request to have the status changed from submitted to approved so it could be closed by a Gaming Agent. The EGD Manager told the Slot Tech Supervisor he could not do that since he did not have all of the required paperwork. The submitted status was never changed so the machines should not have been shipped. Even though the Slot Department had a waiver request for the 10 day shipping notice they did not have the approval for the request to ship. WMS also knew that the machines should not have been shipped because the EGD Manager had notified them that paperwork was needed to confirm the serial numbers of the games being shipped.

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 IC 4-33, 68 IAC and/or 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.

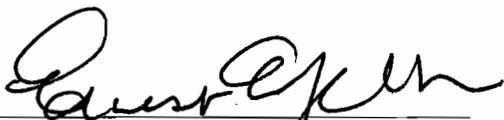
Ameristar shall pay to the Commission a total of \$3,000 (\$1,500 for Count I and \$1,500 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings 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, Ameristar agrees to promptly remit payment in the amount of \$3,000 and shall waive all rights to further administrative or judicial review.

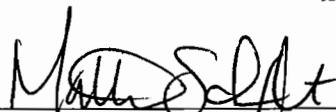
This Settlement Agreement constitutes the entire agreement between the parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Settlement Agreement. This Settlement Agreement may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



Matthew Schuffert, ~~Acting~~ General
Manager
Ameristar Casino East Chicago, LLC

11.8.12

Date

11/2/12

Date