

**ORDER 2012-45**  
**IN RE SETTLEMENT AGREEMENT**  
**AMERISTAR CASINO EAST CHICAGO, LLC**  
**12-AS-01**

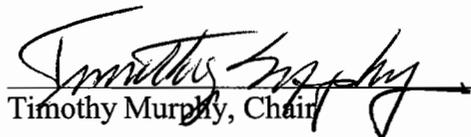
After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

Approves  
APPROVES OR DISAPPROVES

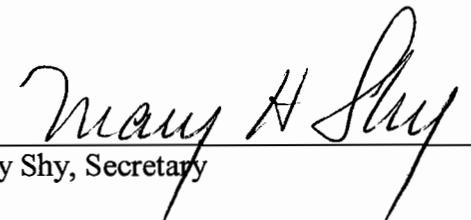
the proposed terms of the Settlement Agreement.

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

**THE INDIANA GAMING COMMISSION:**

  
Timothy Murphy, Chair

ATTEST:

  
Mary Shy, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>AMERISTAR CASINO EAST</b>	)	<b>12-AS-01</b>
<b>CHICAGO, LLC</b>	)	

**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**

1. 68 IAC 14-3-5(a-b) states all dice or playing cards that are not being utilized at a live gaming device shall be kept in locked compartments. Dice and playing cards shall not be left at a live gaming device while unattended.
2. 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 Casino Internal Controls, Section E-20.2, it states that the game of twenty-one plus three shall be played with a minimum of six (6) decks of cards.
2. On August 31, 2011, a Gaming Agent was notified by a Surveillance Shift Manager that a 21+3 table game dealt an entire shoe of cards with a deck missing from the shoe. A review of surveillance coverage showed a Dual Rate (D/R) Floor Supervisor and a Dealer checking the cards at table 304. The Dealer checked the first three decks before being relieved by another dealer who proceeded to check the remaining cards, ultimately leaving one deck on table 304. Five decks were taken from table 304 to table 316 and put in the automatic shuffler. Once the shuffler light lit up indicating a malfunction, a D/R Floor Supervisor removed the red cards from the shuffler and compared them to the blue deck. It was apparent that the red deck had fewer cards than the blue deck, however, the D/R Floor Supervisor still advised the Dealer to deal the shoe. The sixth deck of cards was left unsecured for approximately 32 minutes.

**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 \$4,000 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 \$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 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

3.12.12  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Matthew Schuffert, Acting General  
Manager  
Ameristar Casino East Chicago, LLC

2/17/12  
\_\_\_\_\_  
Date