

**ORDER 2013-052
IN RE SETTLEMENT AGREEMENT
AMERISTAR CASINO EAST CHICAGO, LLC
13-AS-01**

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

A PPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 21st DAY OF MARCH, 2013.

THE INDIANA GAMING COMMISSION:



Matt Bell, Chair

ATTEST:



Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
AMERISTAR CASINO EAST)	13-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. 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 December 8, 2012, a Gaming Agent was contacted by a Security Supervisor regarding an underage person on the casino floor. The underage minor had presented her driver’s license, to the Security Officer at the turnstile, which indicated that she was under the age of twenty-one. The Security Officer allowed her to enter the casino.

COUNT II

3. 68 IAC 2-3-9.2 (b) states riverboat licensees must advise the enforcement agent, on a form prescribed or approved by the commission, when one (1) of the following events occurs with an occupational licensee:
(1) The occupational licensee’s employment with the riverboat licensee is terminated for any reason.
The forms must be submitted to the enforcement agent within fifteen (15) days of the occurrence of the change or action.
4. On September 20, 2012, a Gaming Agent was notified by an Employee Relation Specialist that the corporate office informed her that a Surveillance Tech had been terminated on May 31, 2012. The Corporate office asked her to process the paperwork for the IGC.

5. On October 30, 2012, a Gaming Agent informed an Employee Relation Specialist that there was a letter for an employee. The Specialist checked the records and found that the employee had resigned on August 30, 2012.

COUNT III

6. 68 IAC 2-6-2(a)(5) states the following may not be used for gaming by any casino licensee prior to the executive director, or the executive director's designee, authorizing their inclusion in the commission's online database of approved items and technologies: any other device or software that the executive director determines may affect the integrity of gaming in Indiana.
7. On December 10, 2012, a Gaming Agent was informed by the Casino Operations Technical Manager that six slot machines had been shut down due to an immediate revocation of software by the Commission's EGD Compliance Manager. The Agent physically verified that the machines were shut down. On December 21, 2012 the Casino Operations Technical Manager informed the Agent that the six slot machines were found powered up and in play. The machines were powered down again and the Agent removed the revoked software. The Agent conducted an investigation and discovered that a Slot Technician III had powered up the machines on December 18, 2012. The Vice President of Casino Operations told the Agent that this occurred due to a lack of communication in the Slot Department.

COUNT IV

8. 68 IAC 1-5-1(10) states any riverboat or supplier licensee shall provide a written notice to the executive director at such time as it becomes aware of any apparent criminal activity taking place on riverboat property. This information must also be submitted to an enforcement agent.
9. On November 20, 2012 at 15:45 hours, a Gaming Agent while on a routine patrol was informed by a Table Games Supervisor that a patron had attempted to pinch a bet at around 0900 hours. The Agent investigated further and found that this was the third time within the week that this patron had attempted to cheat. On November 18, 2012, the Assistant Shift Manager stated that the patron was given a last and final warning about capping and pinching his bets.

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 \$10,000 (\$1,500 for Count I; \$4,000 for Count II; \$3,000 for Count III and \$1,500 for Count IV) 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 \$10,000 and shall waive all rights to further administrative or judicial review.

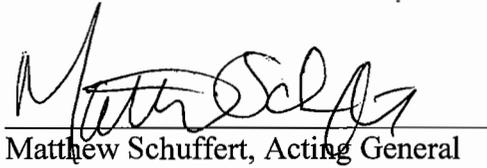
This Settlement Agreement constitutes the entire agreement between the parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Settlement Agreement. This Settlement Agreement may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

3.14.13
Date


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

3/5/13
Date