

**ORDER 2016-138**  
**AN ORDER OF THE INDIANA GAMING COMMISSION**  
**IN RE SETTLEMENT AGREEMENT**  
**AMERISTAR CASINO EAST CHICAGO, LLC**  
**16-AS-02**

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

**APPROVES**

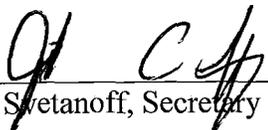
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS 19<sup>th</sup> DAY OF MAY, 2016.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Cris Johnston, Chair

ATTEST:

  
\_\_\_\_\_  
Joseph Svetanoff, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>AMERISTAR CASINO EAST</b>	)	<b>16-AS-02</b>
<b>CHICAGO, LLC</b>	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait 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. 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.
2. On January 20, 2016, a Gaming Agent received termination forms from Human Resources. One of the forms received failed to timely notify the Agent of a termination, as the employee was terminated on September 9, 2015.

**COUNT II**

3. 68 IAC 2-6-35 states the electronic gaming device must be linked to a progressive meter or meters showing the current payoff to all players who are playing an electronic gaming device which may potentially win the progressive amount.
4. 68 IAC 2-6-37(a) states during the normal operating mode of the progressive controller, the controller must do the following:  
(1) Continuously monitor each electronic gaming device attached to the controller to detect credits wagered.

(2) Multiply the credits wagered by the programmed rate of progression and denomination in order to determine the correct amounts to apply to the progressive jackpot.

(b) The progressive display must be constantly updated as play on the link is continued. It will be acceptable to have a slight delay in the update as long as when a jackpot is triggered the jackpot amount is shown immediately.

(c) At least one (1) progressive display to which a group of progressive electronic gaming devices is linked must continuously display the amount of the progressive jackpot that a patron may win.

5. On April 2, 2016, a Gaming Agent was contacted by a Security Manager that an electronic gaming device (“EGD”) was not incrementing correctly. The Security Manager told the Agent a patron had alerted him and he notified the slot department. The Agent met with the Slot Technical Manager and was informed that the progressive had not been incrementing correctly since February 19, 2016. The Agent also spoke to the Director of Finance since the accounting department daily documents the progressive amounts to ensure they are incrementing correctly. The Director informed the Agent that the amounts are entered into a spreadsheet and if the amount has not changed from the previous day the amount will flash prompting an investigation. She stated it appeared that no one noticed the amount flashing. Finally, the amount of the progressive was over \$50,000 and had a dedicated camera on the progressive display. Surveillance did not note that the progressive display was not incrementing. The EGD was placed out of service until the progressive controller was replaced and the jackpot amount corrected. On April 4, 2016, the jackpot amount was increased accordingly, the controller was replaced, the EGD tested and the EGD placed back into service.

### COUNT III

6. 68 IAC 6-3-4(a) states each casino licensee and casino license applicant shall establish internal control procedures for compliance with this rule, which shall be submitted and approved under 68 IAC 11.
- (b) The internal controls must, at a minimum, address the following:
- (5) Ensure that voluntarily excluded persons do not receive check cashing privileges or extensions of credit, whether directly through the casino licensee or operating agent, or through a supplier contracting with a casino licensee on property hired for the purpose of check cashing or extension of credit, or both.
7. On January 28, 2016, a Gaming Agent was informed by a Security Supervisor that a VEP was on the casino floor. The Agent verified that the patron was a VEP and the VEP left the casino. The Security Supervisor informed the Agent that the VEP received three different cash advances from the same cage cashier. The Agent verified the VEP received a total of \$3,000 in cash advances and that the Cage Cashier failed to use the computer system to see if the person was a VEP.

**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.

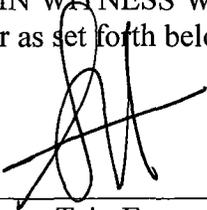
Ameristar shall pay to the Commission \$7,500 (\$1,000 for Count I; \$5,000 for Count II and \$1,500 for Count III) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations 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 \$7,500 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 Ameristar.

IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date and year as set forth below.

  
\_\_\_\_\_  
Sara Gonso Tait, Executive Director  
Indiana Gaming Commission

5/11/16  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Matthew Schuffert, VP/GM  
Ameristar Casino East Chicago, LLC

5/3/16  
\_\_\_\_\_  
Date