

**ORDER 2016-240
IN RE SETTLEMENT AGREEMENT
AMERISTAR CASINO EAST CHICAGO, LLC
16-AS-03**

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

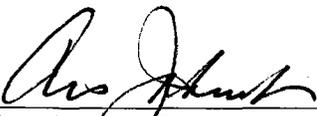
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 17th DAY OF NOVEMBER, 2016.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
AMERISTAR CASINO EAST)	16-AS-03
CHICAGO, LLC)	

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

1. 68 IAC 1-2-1 states in the interpretation of the rules adopted by the commission, an ambiguity shall be resolved in favor of the interpretation that would provide:
 - (1) the greater assurance of integrity in either the operation or regulation of casino gambling; or
 - (2) heightened public confidence in the regulation or regulatory processes relating to casino gambling.

2. 68 IAC 10-1-2 states the purpose of requiring submission of rules of the game is to ensure the following:
 - (1) The games offered by casino licensees are performed only in accordance with IC 4-33, IC 4-35, and this article.
 - (2) The functions, duties, and responsibilities are appropriately segregated and performed in accordance with sound practices by competent, qualified personnel, and no employee of the casino licensee is in a position to perpetuate and conceal errors or irregularities in the normal course of his or her duties.
 - (3) The games offered by casino licensees in Indiana have rules of play that meet uniform minimum standards.
 - (4) Gaming is conducted with integrity and in accordance with IC 4-33, IC 4-35, and this title.

3. 68 IAC 10-10-2(a) states in accordance with 68 IAC 10-1, the riverboat licensee or riverboat license applicant shall submit rules of the game covering baccarat if the riverboat licensee will offer the game of baccarat.

4. Ameristar Internal Control Section E-5.2 states before the first card is dealt for a round of play, a player may make a wager in an amount not less than the minimum or more than

the maximum amount set for the table. All wagers must be made by placing gaming chips on the appropriate areas of the baccarat layout.

The player wins if any of the following events occur:

The player places a wager on the player's hand and the player's hand wins.

The player places a wager on the banker's hand and the banker's hand wins.

The player places a wager on a tie bet and the point total of the player's hand and the point total of the banker's hand results in a tie.

No wager shall be made, increased, or withdrawn after the first card has been dealt.

5. Ameristar Internal Control Section E-5.10 states the Dragon Bonus will pay the following:

Pay Table

Win by 9 points* 30-1

Win by 8 points* 10-1

Win by 7 points* 6-1

Win by 6 points* 4-1

Win by 5 points* 2-1

Win by 4 points* 1-1

Natural winner 1-1

6. On June 20, 2016, the Gaming Supervisor asked a Gaming Agent to investigate a patron complaint. The patron claimed that on June 11, 2016, the casino changed the baccarat rules for a losing bet and allowed another patron to move his bet to the winning side. The bet was then paid after the patron threatened to take his business elsewhere. The Agent reviewed video coverage and found that the patron placed a Player wager, a \$75 Banker Bonus wager and a Tie wager. The Dealer dealt a winning Player hand of 7 over the Banker hand of 1, with a 6 point difference on the Dragon Bonus which pays 4 to 1. The patron pointed to the empty spot on the Player Dragon Bonus and the Dealer stopped the action. A Table Games Supervisor approached the table and then used the phone at the podium in the pit. The Dealer collected the patron's losing Tie wager, paid the winning Player wager and collected the losing \$75 Banker Bonus Wager. A pit Manager entered the pit and spoke to the patron. The Pit Manager was observed using the phone at the podium. The Dealer was then observed paying the patron \$525 for the Dragon Bonus wager which is a 6 to 1 payment plus the original wager of \$75 as opposed to the 4 to 1 with the original wager which would have been \$375. In the Pit Manager's written statement, he states that the patron said he misplaced the Banker Dragon Bonus and due to the caliber of the player, we collectively decided to reverse the decision and pay the \$75 bet with the understanding that any future misplaced wagers would not be treated as such. When the Agent spoke to the Casino Manager the Manager stated that it was the casino management's discretion on paying the misplaced wager. Casino Operations Management decided to pay the patron as he frequently makes the side bet. Also, the Manager responsible for instructing the payment from the float has been disciplined.

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.

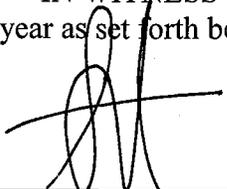
Ameristar shall pay to the Commission \$5,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings of fact specifically alleged herein. If the Commission 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 \$5,000 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.

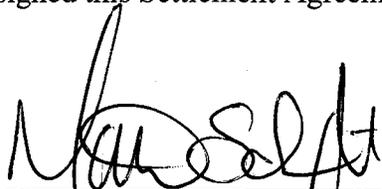
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date and year as set forth below.



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

11/16/16

Date



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

11/4/16

Date