

**ORDER 2016-247**  
**IN RE SETTLEMENT AGREEMENT**  
**AZTAR INDIANA GAMING CO., LLC**  
**16-AZ-03**

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

**APPROVED**

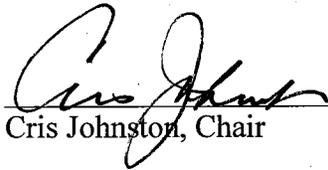
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APPROVES OR DISAPPROVES

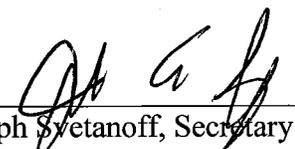
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 17<sup>th</sup> DAY OF NOVEMBER, 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>AZTAR INDIANA GAMING CO., LLC</b>	)	<b>16-AZ-03</b>
	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Aztar Indiana Gaming Co., LLC (“Tropicana Evansville”), (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 15-4-3(6) states during nongaming hours chips shall be stored and locked in the casino cages, main bank vault, or locked table trays at the live gaming devices.
2. On August 29, 2016, a Gaming Agent noted an unreported Table Games procedure violation on the Surveillance Log for gaming day August 12, 2016. The log entry detailed a surveillance review requested by the Table Games Shift Manager concerning a float lid at a table game found unsecured by the drop team. The review showed the float was counted down by a Dealer and Table Games Floor Supervisor. The cover was placed over the float but was not secured by the Floor Supervisor. The Agent also noted that there was no entry made in the Commission Agent Activity Log on that date regarding Table Games errors or notifications. The Agent reviewed the Surveillance Incident Report and observed the checklist area for “Gaming Comm. Notified” was marked as “No”. The float was unsecured for approximately three and a half hours.

**TERMS AND CONDITIONS**

Commission staff alleges that the acts or omissions of Tropicana Evansville by and through its agents as described herein constitute a breach of the Riverboat Gambling Act, Title 68 of the Indiana Administrative Code and/or Tropicana Evansville’s approved internal control procedures. The Commission and Tropicana Evansville hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Tropicana Evansville. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

Tropicana Evansville shall pay to the commission a total of \$1,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each

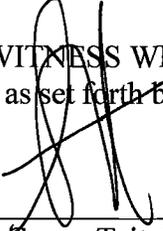
count of this agreement. This agreement extends only to those violations and findings of fact, specifically alleged herein. If the Commission subsequently discovers facts that give rise to additional or separate violations, which are not described herein, the Commission may pursue disciplinary action 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, Tropicana Evansville agrees to promptly remit payment in the amount of \$1,000 and shall waive all rights to further administrative or judicial review.

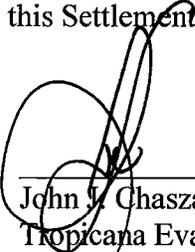
This Settlement Agreement constitutes the entire agreement between the parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Settlement Agreement. This Settlement Agreement may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

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

11/4/16  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
John J. Chaszar, General Manager  
Tropicana Evansville

10/31/16  
\_\_\_\_\_  
Date