

**ORDER 2017-158
IN RE SETTLEMENT AGREEMENT**

**AMERISTAR CASINO EAST CHICAGO, LLC
17-AS-02**

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 29th DAY OF SEPTEMBER, 2017.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:



Joseph Syetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
AMERISTAR CASINO EAST)	17-AS-02
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

COUNT I

1. 68 IAC 14-3-2(a) states all playing cards utilized by a riverboat licensee or a riverboat license applicant must comply with this rule.
2. 68 IAC 14-3-2(b) states all playing cards must meet the following specifications:
(1) Unless otherwise provided in this article, all decks of cards must be one (1) complete standard deck of fifty-two (52) cards in four (4) suits. The four (4) suits shall be hearts, diamonds, clubs, and spades. Each suit shall consist of numerical cards from: (A) two (2) to ten (10); (B) a jack; (C) a queen; (D) a king; and (E) an ace.
3. On March 26, 2017, a Surveillance Observer notified a Gaming Agent that there was an extra card found on a table game. A review of surveillance determined that a Dealer put orange cards into the automatic shuffler with a blue card already in the shuffler. A Table Games Supervisor removes the blue card from the orange deck before the shuffle was completed and places the blue card in the blue deck, however, the Dealer and Supervisor did not notice an orange card was in the blue deck of cards. The Dealer completes a hand shuffle with the blue deck and one orange card while the orange cards are placed in the shuffler. The orange card is dealt by the Dealer out of the blue shoe to spot four without anyone noticing. The orange card was in play for 27 minutes of play and five people were playing at the table during this time.

COUNT II

4. IC 4-33-9-12 states 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.
5. 68 IAC 1-11-1(c) states a person under twenty-one (21) years of age shall not be present in a casino.
6. On April 23, 2017, a Security Shift Manager notified a Gaming Agent that a minor was found on the casino floor. The minor was identified when a Dealer at the roulette table overheard the minor talking about her upcoming 21st birthday. A review of surveillance determined that the minor's identification was not checked upon entrance to the casino floor.
7. On May 10, 2017, a Security Supervisor notified a Gaming Agent that a minor had been found in Burger Brothers, which is located past the turnstiles, where patrons must be twenty-one (21) or over to enter. Surveillance showed that a Security Officer failed to check the minor's identification.

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 \$6,000 (\$1,500 for Count I and \$4,500 in Count II) 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 in the findings above. If the Commission subsequently discovers facts that give rise to additional or separate violations, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in the findings above.

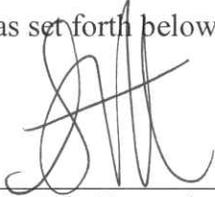
Upon execution and approval of this Settlement Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Settlement Agreement by the Commission, Ameristar agrees to promptly remit payment in the amount of \$6,000 and shall waive all rights 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.

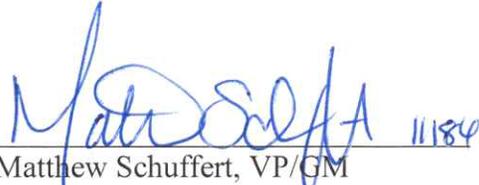
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date and year as set forth below.



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

9-28-17

Date



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

9/21/17

Date