

**ORDER 2017-209
IN RE SETTLEMENT AGREEMENT**

**AZTAR INDIANA GAMING CO., LLC d/b/a TROPICANA EVANSVILLE
17-AZ-04**

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 16th DAY OF NOVEMBER, 2017.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
AZTAR INDIANA GAMING CO., LLC)	17-AZ-04
d/b/a TROPICANA EVANSVILLE)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Aztar Indiana Gaming Co., LLC d/b/a Tropicana Evansville (“Tropicana”), (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 12-1-5(f) states electronic gaming device surveillance must be capable of providing the following: (6) Progressive games, including dedicated coverage of the following: (A) An electronic gaming device or group of electronic gaming devices with a possible jackpot payout in excess of fifty thousand dollars (\$50,000). (B) The progressive display showing the incrementation of the progressive jackpot for an electronic gaming device or a bank of electronic gaming devices.
2. On August 8, 2017, the Gaming Enforcement Assistant Supervisor was observing the casino floor and noted a progressive amount exceeded \$100,000. The Supervisor contacted Surveillance to determine which camera was dedicated to covering the progressive jackpot. The Lead Surveillance Agent gave the camera number to the Supervisor and also advised the preset on the camera had not been changed yet. This was a pan, tilt and zoom camera and the camera was not directed to the progressive slot machine. This was the only camera covering the slot machine.
3. On July 24, 2017, this slot machine had a progressive amount of \$90,712.01 transferred to it. Surveillance review showed that between July 24 and August 2, 2017, there was no surveillance coverage on this progressive slot machine for a total of 150 hours and 20 minutes.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Tropicana by and through its agents as described herein constitute a breach of IC 4-33, 68 IAC and/or Tropicana's approved internal control procedures. The Commission and Tropicana hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Tropicana. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

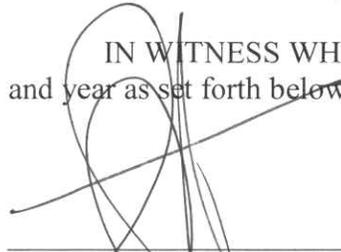
Tropicana shall pay to the Commission a total of \$3,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings of fact specifically alleged in the findings 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, Tropicana agrees to promptly remit payment in the amount of \$3,000 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.

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

11/16/17

Date



John J. Chaszar, General Manager
Tropicana Evansville

11/2/17

Date