

**ORDER 2017-55  
IN RE SETTLEMENT AGREEMENT  
AZTAR INDIANA GAMING CO., LLC  
17-AZ-01**

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 23<sup>rd</sup> DAY OF MARCH, 2017.**

**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>17-AZ-01</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**

**COUNT I**

1. Pursuant to IC 4-33-9-12 and 68 IAC 1-11-1(c), 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.
2. On December 31, 2016, a Gaming Agent was notified by a Security Shift Manager regarding a possible underage person on the casino floor. The Agent approached the person and asked for identification. When the person stated she did not have identification, the Agent asked for a name and birthdate. The person admitted she was only twenty years of age. The Agent reviewed surveillance coverage and found that the underage person entered the casino without being asked for identification at the turnstiles.

**3. COUNT II**

4. 68 IAC 14-3-2(b) states all playing cards must meet the following specifications: 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.
5. 68 IAC 10-1-3(a) requires the casino to submit rules of the game.
6. Tropicana Evansville Internal Control Article 10 – Conduct of Gaming, Poker Room, page 10 states:
  - E. The Dealer will count each active deck of cards maintained at the poker table when opening a table or tapping into a game unless an automatic shuffle machine is used.

F. The Dealer will verify the stub at least once during their uninterrupted dealing time on the table or when requested by management in order to determine that the correct number of cards is present.

7. On September 24, 2016, a Gaming Agent was contacted by the Table Games Shift Manager ("Manager") regarding a card discrepancy at a blackjack table. A review of surveillance footage found that there were two different colors of six decks of cards being used at the table, red and green. The red decks were on the table ready to be dealt, the Manager laid a red 5 of hearts on the table to replace a damaged card (it is actually a green 5 of hearts that was damaged and should have been replaced). The Floor Supervisor places the red 5 of hearts in the shuffle machine with the green cards. The shuffle machine indicated an error and the Floor Supervisor discovers the red card in the green deck. The Floor Supervisor stops the game, removes the green decks from the shuffle machine and places them on the table to be dealt. The green decks of cards which are still short a 5 of hearts are dealt a total of two shoes. The red decks of cards were counted down by the Floor Supervisor and the red 5 of hearts was added to the cards. The red decks of cards with the extra 5 of hearts is dealt one shoe before the all six decks were replaced.
8. On October 29, 2016, a Gaming Agent was informed by a Manager that an Ace of Clubs was missing from a blackjack table the entire time it was opened. A surveillance review found the Floor Supervisor opened the decks of cards and failed to remove all of the cards. The decks of cards were hand shuffled the entire time the table was open, approximately eight hours.
9. On December 18, 2016, a Gaming Agent received a call from a Surveillance Lead regarding six cards missing from a deck on a poker table. A Dealer discovered the cards in the well. The Agent conducted a review of surveillance video and found at 2356 hours Dealer 1 rotates to the poker table and switches decks, failing to count the cards before putting them into play. Dealer 1 deals thirteen hands and never counts the stub (the remaining portion of the deck after all cards in a round of play have been dealt). At 0027 hours Dealer 2 rotates to the poker table and counts the cards; however, he does not acknowledge that the deck is short six cards. Dealer 2 deals eleven hands and does not count the stub. At 0101 hours Dealer 3 rotates to the poker table and counts the deck. He notes that the deck is missing six cards and finds them in the well.
10. On January 24, 2017, a Table Games Shift Manager informed a Gaming Agent that several poker hands were dealt utilizing an incomplete deck of cards. The Agent reviewed surveillance video and found that at 1626 hours Dealer 1 sits down to deal and changes the deck of cards from green to red. When changing out the decks, a red card is left in the well. Dealer 1 counts the cards incorrectly and deals thirteen hands. At 1703 hours Dealer 2 relieves Dealer 1 and incorrectly counts the red deck of cards. She deals three hands before discovering the missing card in the well.

**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.

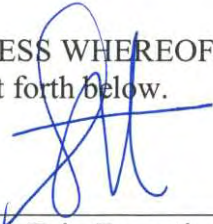
Tropicana Evansville shall pay to the commission a total of \$7,000 (\$3,000 for Count I and \$4,000 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings of fact, specifically alleged 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 \$7,000 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

\_\_\_\_\_  
Date

3/14/17

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

\_\_\_\_\_  
Date

3/8/17