

**ORDER 2018-54  
IN RE SETTLEMENT AGREEMENT**

**AZTAR INDIANA GAMING CO., LLC d/b/a TROPICANA EVANSVILLE  
18-AZ-01**

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

**APPROVED**

---

APPROVES OR DISAPPROVES

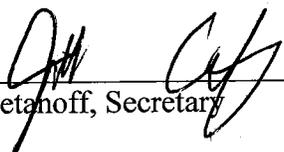
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 8<sup>th</sup> DAY OF MARCH, 2018.**

**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>18-AZ-01</b>
<b>d/b/a TROPICANA EVANSVILLE</b>	)	

**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**

**COUNT I**

1. 68 IAC 2-6-8(i)(5) states the control program must display any indication of the following: (5) Any error conditions.
2. On November 24, 2017, a Slot Shift Supervisor (SSS) notified a Gaming Agent that one of the interior button switches on an EGD had been tampered with in such a manner that it would disable the open door alert. The SSS advised that the factory installed button switch was missing and/or broken and the wires had been manipulated in such a manner that the door would always appear to be secure. The error was discovered by a Slot Tech when he opened the belly door to troubleshoot an unrelated error. The SSS replaced the button switch in the presence of the Gaming Agent. A review of the Machine Entry Authorization Log (MEAL) could not ascertain when the switch was broken or who had altered the original working operation of the switch. Surveillance review was inconclusive as the machine had been installed and in service for more than fourteen days.

**COUNT II**

3. 68 IAC 11-1-3(c)(4) states that no casino licensee or casino license applicant may use an internal control procedure unless the internal control procedure has been approved, in writing, by the executive director.

4. 68 IAC 13-1-1(b)(2)(3) states the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe the licensee is not complying with licensure conditions or is not complying with this Act or this title.
5. Tropicana Evansville's Internal Control Procedures, AZ\_15.12 Live Gaming Device (LGD) Fills and Credits, describe the procedures for LGD fills and credits.
6. On November 17, 2017, Surveillance notified Gaming Agents that a table fill was not reported to surveillance. The Cage Cashier processed the Table Fill for \$13,550.

### **COUNT III**

7. 68 IAC 15-13-2(a) states in accordance with 68 IAC 15-1-3, the casino licensee or casino license applicant shall submit policies and procedures covering manually paid jackpots.
8. Tropicana Evansville's Internal Control Procedures, AZ\_15.13 Manually Paid Jackpots, describe the procedures for manually paid jackpots.
9. On December 11, 2017, a Gaming Agent was conducted a patron complaint investigation regarding a patron who had attempted to claim a jackpot using another person's identity. During the course of this investigation, the Gaming Agent learned that a Slot Service Host had processed a jackpot for this same individual under the false identity.
10. On November 26, 2017, a patron won a \$1,200 jackpot. When the Slot Service Host requested identification, the patron advised he did not have his identification on him. The Slot Service Host asked for his information and he provided the information of another patron. The Slot Service Host found this patron's information in the system and processed the jackpot without identification. The patron was paid the jackpot under another person's identity.

### **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.

Tropicana shall pay to the Commission a total of \$6,500 (\$1,500 for Count I, \$1,500 for Count II and \$3,500 for Count III) in consideration for the Commission foregoing disciplinary

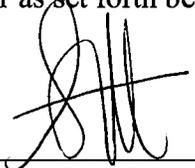
action based on the facts specifically described in each count of this agreement. This Agreement extends only to those violations and findings of fact specifically alleged in the findings above. If the Commission subsequently discovers facts that give rise to additional or separate violations, the Commission 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 \$6,500 and shall waive all rights to further administrative or judicial review.

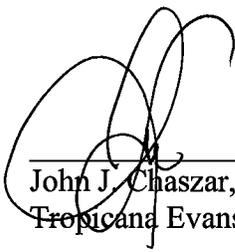
This Settlement Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Settlement Agreement. This Settlement Agreement may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

3/6/18  
\_\_\_\_\_  
Date

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

2/23/18  
\_\_\_\_\_  
Date