

**ORDER 2019-251
IN RE SETTLEMENT AGREEMENT**

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

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

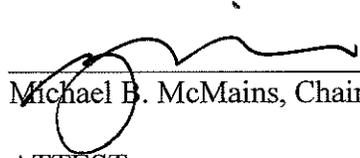
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

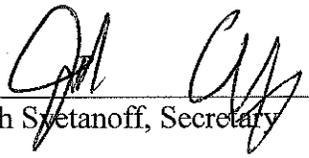
IT IS SO ORDERED THIS THE 17th DAY OF DECEMBER, 2019.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Joseph Syetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
AZTAR INDIANA GAMING CO., LLC)	19-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 enter into this settlement agreement (“Agreement”) 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 11-4-4(a) provides that at any time when a live gaming device is closed, chips remaining at the live gaming device shall be counted by the appropriate level of occupational licensee assigned to the live gaming device and verified by the pit boss or the equivalent.
 - (b) A live gaming device inventory slip shall be prepared.
 - (c) The occupational licensee and the pit boss or the equivalent who observed the count of the contents of the tray shall sign the inventory slip at the time of closing the live gaming device attesting to the accuracy of the information recorded.
 - (d) The occupational licensee shall immediately deposit the closer in the drop box.
 - (e) The pit boss or the equivalent shall place the opener on the live gaming device tray in a manner that the amounts on the opener may be read through the cover, and lock the transparent live gaming device tray lid in place.
2. On July 14, 2019, a Table Games Shift Manager notified Gaming Agents of an error with a table inventory closer (TIS). The TIS was off by \$100 in black \$100 chips.
3. On August 14, 2019, the Gaming Enforcement Assistant Supervisor was reviewing surveillance logs and determined that Gaming Agents had not been notified of a TIS violation. There was a \$2,000 discrepancy in black \$100 chips.
4. On August 14, 2019, a Dual Rate Assistant Shift Manager notified Gaming Agents of an error with the TIS. The TIS was off by \$100 in black \$100 chips.

COUNT II

5. 68 IAC 11-1-3(c)(4) provides 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.
6. 68 IAC 13-1-1(b)(2) and (3) provides that 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.
7. Tropicana's approved internal control procedures describe the procedures for the bad beat drop.
8. On August 13, 2019, Surveillance notified a Gaming Agent that a Dual Rate Dealer failed to notify Surveillance prior to conducting the collection of the bad beat from the poker room.

COUNT III

9. 68 IAC 2-7-7(b)(1) provides that upon receipt of notice that the executive director has revoked an approval under this rule, the casino licensee or casino license applicant shall do the following: Cease using the associated equipment for which approval has been revoked by the date established by the executive director.
10. On August 14, 2019, a Gaming Agent was performing an electronic gaming device (EGD) audit when it was determined that an EGD had revoked software installed. Further investigation determined that the EGD was delivered to Tropicana on June 29, 2015 with software already installed. The EGD was placed in warehouse storage.
11. On July 29, 2015, IGT reached out to the Tropicana and notified it that multiple upgrades were needed on the games that had been shipped pre-loaded with software.
12. On July 30, 2015, a request was submitted and approved to ship the replacement software.
13. On August 24, 2015, the EGD with the revoked software was placed on the casino floor. According to the change request in Electronic Gaming Device System, the software was to be upgraded as a part of the move. A Slot Tech and Slot Tech Supervisor installed and verified the software prior to placing the game in play and failed to upgrade the software. The EGD has been on the floor for approximately four years with revoked software.

COUNT IV

14. 68 IAC 15-1-2(1) provides that the purpose of the accounting records and procedures is to ensure the following: The assets of the casino licensee or casino license applicant are safeguarded.
15. Tropicana's approved internal control procedures for the Poker Room state the Poker Room Bank assets will be maintained in a self-locking cabinet, which will lock each time the drawer is closed. The bank will be enclosed in a secured area.
16. On August 20, 2019, Surveillance notified Gaming Agents that a Dual Rate Dealer failed to lock the bottom drawer of the poker bank before leaving the area. The drawer contained approximately \$50,000 in \$1 and \$5 value chips. There were approximately five (5) hours between the occurrence and when reported to Gaming Agents.

COUNT V

17. 68 IAC 13-1-1(b)(2) and (3) provides that 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.
18. 68 IAC 1-16-1(c) provides that the casino licensee or casino license applicant is responsible for the following: (1) Ensuring that all aspects of the casino gambling operation are conducted in accordance with IC 4-33, IC 4-35, this title, and all other state, federal, and local laws.
19. On September 6, 2019, Tropicana's Director of Compliance self-reported a marketing distribution violation.
20. On March 25, 2019, Tropicana purchased a database of five hundred thousand (500,000) names and addresses from GT Advertising so that Tropicana could mail out marketing brochures for its new Sportsbook which was set to launch in September 2019. The Director of Compliance stated the contract between Tropicana and GT Advertising stipulated a target marketing population of persons over the age of thirty (30) with a subcategory for the gaming industry. In late August 2019, Tropicana received a call from a parent of a 20 year old male from Tennessee who received the Tropicana mailer sent by GT Advertising.

After the complaint was received about the Tropicana mailer, Tropicana's Director of Marketing contacted GT Advertising to inquire about the discrepancy. GT Advertising and a representative from Info Group (a company GT Advertising works with) informed the Director of Marketing that their investigation deemed data mailed out to the distribution list purchased was incorrect as a result of human error from their staff.

GT Advertising admitted that 536 individuals under 21 year olds were on the list to receive mailers. The Director of Marketing was advised that an incorrect scrub field was used on the age filter which allowed records to be pulled that did not meet the contract specifications of 30+ years of age and that the person in question was in fact a 20 year old. The mailers received by Tropicana for distribution, however, did contain all the IGC required disclaimers to include Club Membership and the standard 21+ years of age or older for participation.

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 \$10,000 (\$1,500 for Count I, \$1,000 for Count II, \$1,500 for Count III, \$1,000 for Count IV and \$5,000 for Count V) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in 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 Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Tropicana agrees to promptly remit payment in the amount of \$10,000 and shall waive all rights to further administrative or judicial review.

This 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 Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Agreement shall be binding upon the Commission and Tropicana.

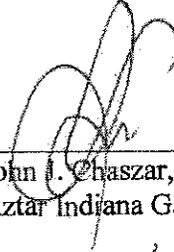
IN WITNESS WHEREOF, the Parties have signed this Settlement Agreement on the date and year as set forth below.



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

12/10/19

Date



John J. Chaszar, General Manager
Aztar Indiana Gaming Co., LLC

12/5/19

Date