

**ORDER 2019-46**

**IN RE SETTLEMENT AGREEMENT**

**AMERISTAR CASINO EAST CHICAGO, LLC  
19-AS-01**

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

**APPROVED**

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APPROVES OR DISAPPROVES

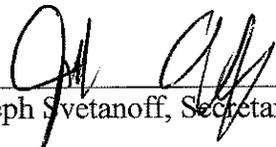
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 8<sup>th</sup> DAY OF MARCH, 2019.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Michael B. McMains, Chair

ATTEST:

  
\_\_\_\_\_  
Joseph Svetanoff, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>AMERISTAR CASINO EAST</b>	)	<b>19-AS-01</b>
<b>CHICAGO, LLC</b>	)	

**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 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 14-4-6(d) states the riverboat licensee and occupational licensees shall not allow a patron to remove nonvalue chips permanently from the roulette table from which the nonvalue chips were issued.
2. On October 14, 2018, Surveillance notified Gaming Agents that 125 purple non-value roulette chips were missing from a roulette table. Surveillance coverage confirmed a patron bought in at the roulette table and was using purple non-value roulette chips. The patron was observed placing several of the purple chips into his pockets throughout the gaming session. The patron left the roulette table with approximately 100 non-value roulette chips and attempted to game at a different roulette table. Surveillance shows that a dealer pointed to the chips and spoke to the patron. No wagers were placed at this table. The patron then attempted to cash in the non-value roulette chips at the cage. Surveillance shows the Cage Cashier assisting the patron point towards the roulette tables. The patron left the area and exited the casino without returning the non-value roulette chips.

**COUNT II**

3. 68 IAC 2-6-35 states the electronic gaming device must be linked to a progressive meter or meters showing the current payoff to all players who are playing an electronic gaming device which may potentially win the progressive amount.
4. On October 27, 2018, a Slot Supervisor notified Gaming Agents that an incorrect amount was displayed on a progressive electronic gaming device (EGD) after a malfunction.

5. A review determined that on October 25, 2018, the progressive EGD was opened for a bill validator drop and the progressive display was cleared. The progressive display should have displayed a progressive amount of \$30,209.45. The board was fixed, but displayed a progressive of only \$29,958.94. A Slot Tech and Slot Tech Supervisor requested Internal Audit provide the correct amount to be placed back on the EGD. The amount provided was \$22,958.94 and this progressive amount was displayed on the EGD.
6. On October 27, 2018, Internal Audit was recording progressive numbers and it was discovered that the progressive amount on this progressive EGD was off by \$7,000. At that time, the correct amount was placed back on the progressive.

### COUNT III

7. 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.
8. 68 IAC 13-1-1(b)(2) and (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.
9. Ameristar's approved internal controls procedures, C-11.1, describe the procedures for EGD's and the EGD ticketing system.
10. On December 14, 2018, a Security Shift Manager notified Gaming Agents that an EGD malfunctioned and printed out four 4) identical Ticket in/Ticket out (TITO) tickets. Each of the TITOs were valued at \$240.65 and each displayed the same identification number.

Surveillance coverage showed a male patron cash out a TITO from the EGD and leave the area. The EGD screen went black. Approximately six (6) minutes later, the EGD screen came back on. The EGD screen went black again three (3) minutes later and printed out the first duplicate TITO. Approximately six (6) minutes later, the screen came back on. The EGD screen went black again two (2) minutes later and printed off the second duplicate TITO, causing the first duplicate TITO to fall to the floor. Approximately six (6) minutes later, the screen came back on and female patron picked up the TITO from the floor. The screen went black again three (3) minutes later and printed the third duplicate TITO, causing the second duplicate TITO to fall to the floor. Another male patron picks up the TITO. Two (2) minutes later, a Slot Service Specialist retrieved the remaining TITOs.

Only the original TITO was valid. The remaining three (3) TITOs were invalid. One of the three invalid tickets was cashed out by a Cage Cashier even after the computer indicated the TITO was not valid. .

**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.

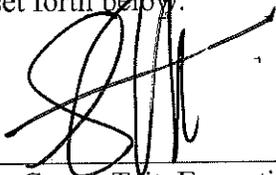
Ameristar shall pay to the Commission a total of \$3,000 (\$500 for Count I, \$1,000 for Count II and \$1,500 for Count III) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this Agreement. This Agreement extends only to those 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 Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Ameristar agrees to promptly remit payment in the amount of \$3,000 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.

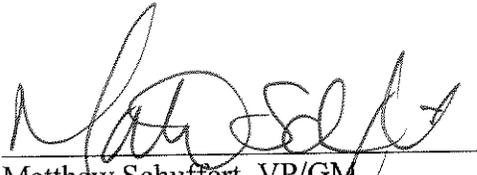
This Agreement shall be binding upon the Commission and Ameristar.

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



Sara Gonso Tait, Executive Director  
Indiana Gaming Commission

3/8/19  
Date



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

3/1/19  
Date