

**ORDER 2022-144
IN RE SETTLEMENT AGREEMENT**

**AMERISTAR CASINO EAST CHICAGO, LLC
22-AS-03**

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 27th DAY OF SEPTEMBER, 2022.

THE INDIANA GAMING COMMISSION:



Milton Thompson, Chair

ATTEST:



Jason Dudich, Secretary

STATE OF INDIANA
INDIANA GAMING COMMISSION

IN RE THE MATTER OF:)	
)	SETTLEMENT
AMERISTAR CASINO EAST)	22-AS-03
CHICAGO, LLC)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Greg Small 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 11-9-2(a) provides the casino licensee or trustee shall submit to the executive director internal control procedures concerning the withholding of cash winnings from delinquent obligors in accordance with 68 IAC 11-1.
2. 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.
3. 68 IAC 13-1-1(b)(2) and (3) provides 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.
4. Ameristar's approved internal control procedures, C-18, describe the procedures for the Child Intercept Process.
5. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (CSADR) for March 2022. The results of this audit found one (1) individual was not searched through the CSADR system at the time a taxable jackpot was won.

COUNT II

6. IC 4-33-9-12(a) provides 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.
7. 68 IAC 1-11-1(c) provides a person under twenty-one (21) years of age shall not be present in a casino.

8. On June 11, 2022, Security notified a Gaming Agent that an underage employee from valet had accessed the casino floor. The Gaming Agent met with Security and two (2) valet employees and confirmed that one (1) valet employee was twenty (20) years old. The underage employee told the Gaming Agent that he was allowed to go onto the casino floor to find a guest because he knows what they look like. When the Gaming Agent requested to know when he was specifically told this, the underage employee was unable to answer this. A Security Assistant Shift Manager provided that Security would not allow an underage employee to enter the casino and at the shift meeting, they reminded Security Officers that blue badges mean an employee is underage and they are not allowed on the casino floor.
9. A review of surveillance coverage determined that two (2) valet employees entered the pavilion boarding area to access the casino floor. The underage valet employee had his badge on indicating he was underage, but it was turned around and facing backwards. The valet employees were not stopped by Security.
10. Another Security Officer noticed the valet employees walking towards the vessel but were unable to catch up with them. The Security Officer waited in the pavilion area for the valet employees to return. When they returned, the Security Officer confronted them and noticed the underage valet employee's badge was turned backwards. The Security Officer requested that the badge be turned around. Once it was turned around, the Security Officer identified that the valet employee was underage based on his badge color. The underage valet employee claimed to be twenty-one (21) but had not received a new badge yet. The Security Officer called the Security Assistant Shift Manager who was able to confirm that the underage valet was not twenty-one (21) years old. Surveillance confirmed that the valet employees went to the cage while on the vessel and completed two (2) transactions. They also observed some table game activity. The underage employee purposely tried to evade detection by turning his badge backwards to circumvent being identified as underage so that he could enter the casino floor and then, subsequently lied about his age.

COUNT III

11. 68 IAC 12-1-9(a)(2) provides that surveillance equipment that is out of service due to malfunction must be repaired within twenty-four (24) hours.
12. On May 3, 2022, a Gaming Agent performed a surveillance audit for April 2022, and it was determined that a camera was out of service for thirty-nine (39) hours and twenty-five (25) minutes. The camera covered electronic gaming devices ("EGD") on the casino floor.
13. On June 3, 2022, a Gaming Agent performed a surveillance audit for May 2022, and it was determined that a camera was out of service for five (5) days, eighteen (18) hours and nine (9) minutes. This camera covered EGD's on the casino floor.

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, IC 4-38, 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 \$4,000 (\$1,000 for Count I, \$1,500 for Count II and \$1,500 for Count III) and submit the corrective measures Ameristar has put into place in regard to their vendor referenced in Count II in consideration for the Commission foregoing disciplinary action based on the facts specifically described in the Findings of Fact contained 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, Ameristar agrees to promptly: 1) remit payment in the amount of \$4,000, 2) submit the corrective measures Ameristar has put into place in regard to their vendor referenced in Count II and 3) 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.

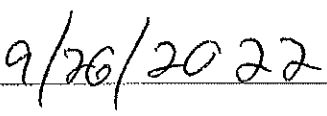
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

This Agreement shall be binding upon the Commission and Ameristar.

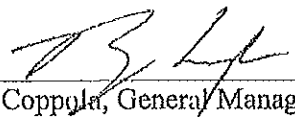
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



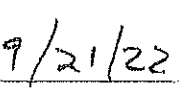
Greg Small, Executive Director
Indiana Gaming Commission



Date



Ryan Coppola, General Manager
Ameristar Casino East Chicago, LLC



Date