

ORDER 2014-225
IN RE SETTLEMENT AGREEMENT
AZTAR INDIANA GAMING COMPANY, LLC
dba TROPICANA EVANSVILLE
14-AZ-02


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

APPROVES / DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS 20th DAY OF NOVEMBER, 2014.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:



Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
AZTAR INDIANA GAMING CO., LLC) **14-AZ-02**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton 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. 68 IAC 17-1-1(f) states EPROMs shall be transported separately from the shipment of electronic gaming devices.
2. On August 26, 2014 a Gaming Agent was informed by a Slot Tech Supervisor that software was found in the machines received in a shipment. Seven slot machines shipped from Tropicana in Atlantic City, NJ to Tropicana Evansville were found to have the EPROMs still inside the machines. The Commission had not received nor granted a waiver to ship the EPROMs in the machines.

COUNT II

3. 68 IAC 2-3-8(b) states an occupational licensee must request renewal of the license on a form prescribed by the commission no less than thirty (30) days before the expiration of the occupational license. The occupational licensee must complete the form and provide the commission with any information or documents which the commission deems necessary. The form requesting renewal of an occupational license must be submitted with the annual fee under section 3 of this rule. The commission may perform a background investigation on any occupational licensee seeking renewal of the license. The commission may require that all or part of the investigation cost be charged to the occupational licensee.
4. On August 20, 2014 a Gaming Agent received annual renewal paperwork from an HR Representative. The paperwork was for a Porter whose license expired on August 7, 2014. The Porter worked for nine days on an expired license.

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.

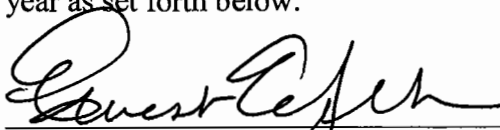
Tropicana Evansville shall pay to the commission a total of \$6,000 (\$5,000 for Count I and \$1,000 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations 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 \$6,000 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.



Ernest E. Yelton, Executive Director
Indiana Gaming Commission

11.13.14
Date



Jason Gregorec, General Manager
Tropicana Evansville

11/6/14
Date