

**ORDER 2017-103
IN RE SETTLEMENT AGREEMENT
AZTAR INDIANA GAMING CO., LLC
17-AZ-02**

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 29th DAY OF JUNE, 2017.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:



Joseph Syetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

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| IN RE THE MATTER OF: |) | |
| |) | SETTLEMENT |
| AZTAR INDIANA GAMING CO., LLC |) | 17-AZ-02 |
| |) | |

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait 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 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 and is not complying with this Act or this title.
2. 68 IAC 2-6-30.1(a) states if the integrity of an electronic gaming device has been legitimately questioned, the casino licensee shall run the appropriate diagnostic tests on the device. If the casino licensee determines that the device is malfunctioning, the casino licensee shall remove the device from play until the device has been repaired and it has been determined that the device meets the requirements of IC 4-33, IC 4-35 and this title.
3. 68 IAC 2-6-30.1(b) states the casino licensee must notify the enforcement agent in writing of each electronic gaming device that has been removed from play.
4. On January 9, 2017, while assisting a Slot Tech with a routine bill test, the Slot Tech stated that he needed to troubleshoot the game first to correct the button labeled as “spin”. The Slot Tech informed the Gaming Agent that the button would only allow a player to wager \$5 regardless of the previous bet placed. The Slot Tech advised that this had been discovered through a patron complaint, resulting in a service recovery and for the slot machine to be placed out of service. Tropicana Evansville had failed to notify the Agents this had occurred.
5. After troubleshooting the machine, reviewing the par sheet and meal book, it was discovered that on May 1, 2016 the button cover had been replaced with a “spin” decal and a new insert (layout) was placed into the game. On May 15, 2016, another Tech

noted the “spin” decal was labeled wrong and it should be “max” bet. The decal was never corrected and misled patrons from May 1, 2016 until January 8, 2017. The button panel layout on the machine did not agree with what was on the par sheet which details how a particular slot machine is programmed and explains the payouts of the slot machine.

COUNT II

6. 68 IAC 15-12-3(a) states live gaming device fills shall proceed in the following manner:
 - (4) Based on the information contained on the fill slip, the casino cashier shall prepare the proper denomination and amount of chips and sign the fill slip. The casino cashier shall sign the fill slip, summon a security officer, and present the chips and the fill slip to the security officer.
 - (5) The security officer shall verify that the denomination and amount of chips match the amount on the fill slip. The security officer shall sign the fill slip verifying the chips match the fill slips.
 - (8) The appropriate level of occupational licensee shall count the chips that are received as a live gaming device fill to ensure the denomination and amounts received match the amount and denomination reflected on the fill slip.
 - (10) If the amounts do not agree, the fill slip shall not be signed and the discrepancy shall be resolved in accordance with the policy and procedure submitted in accordance with section 2(b)(8) of this rule. Surveillance shall be notified and the security officer shall return the chips and the fill slip to the casino cage.

7. 68 IAC 15-12-4 states live gaming device credits shall proceed in the following manner:
 - (4) The live gaming device credit slip shall be transported or transmitted to the appropriate pit area.
 - (5) A security officer shall be called to the pit area to observe that the appropriate denomination and amount of chips to complete the live gaming device credit are counted and removed from the live gaming device. A pit supervisor or the equivalent shall also observe the removal of the appropriate chips. After the appropriate chips are removed from the live gaming device, the credit slip shall be signed by the following individuals: the occupational licensee who removed the chips, the pit supervisor or equivalent who observed the removal of the chips and the security officer who observed the removal of the chips and who will transport the chips to the casino cage. The security officer who begins the live gaming device credit must complete the process of witnessing, escorting, and signing the appropriate documentation to verify the live gaming device credit was completed. If there is a discrepancy with the live gaming device credit, the same security officer who began the live gaming device credit must accompany the live gaming device credit back to the live gaming device or the cage to resolve the discrepancy.
 - (8) In the presence of the security officer, the casino cashier shall verify that the denominations and amounts of chips match the information contained on the credit slip.
 - (9) If the amounts agree, the casino cashier shall sign the credit slip.

- (11) If the amounts do not agree, the credit slip shall not be signed by the casino cashier and the discrepancy shall be resolved in accordance with the policy and procedures submitted in accordance with section 2(b)(8) of this rule. Surveillance should be notified and the security officer shall return the chips to the appropriate live gaming device.
8. On January 21, 2017, the table games department electronically requested a table game credit on a Mississippi Stud table in the amount of \$1,500. The Cage Cashier prepared a \$1,500 table game fill instead. Security transported the table game fill to the Mississippi Stud table. The credit slip was signed and verified by the Cage Cashier, Security Officer, Dual Rate Dealer and Dealer. This mistake led to a \$3,000 variance which was corrected by the Accounting Manager on January 22, 2017.

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.

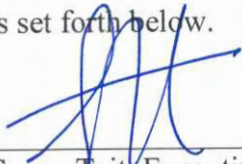
Tropicana Evansville shall pay to the commission a total of \$4,500 (\$1,500 for Count I and \$3,000 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations 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 \$4,500 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 Evansville.


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

6/12/17

Date



John J. Chaszar, General Manager
Tropicana Evansville

6/4/17

Date