

ORDER 2019-99

IN RE SETTLEMENT AGREEMENT

**AMERISTAR CASINO EAST CHICAGO, LLC
19-AS-02**

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

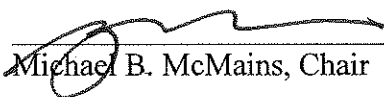
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

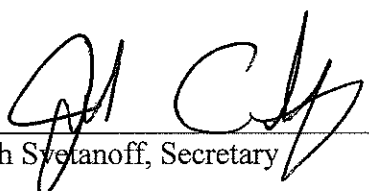
IT IS SO ORDERED THIS THE 30th DAY OF MAY, 2019.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
AMERISTAR CASINO EAST)	19-AS-02
CHICAGO, LLC)	

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 11-9-2(a) provides that casino licensees or trustees 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 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.
4. Ameristar’s approved internal controls, C-18, describe its procedures for the Child Support Intercept Process.
5. On January 11, 2019, a Gaming Agent audited Ameristar’s Child Support Arrears Delinquency Registry (CSADR) for December 2018. The results of this audit found one (1) individual was not searched through the CSADR system at the time a taxable jackpot was won.
6. On March 10, 2019, a Gaming Agent audited Ameristar’s CSADR for February 2019. 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

7. 68 IAC 11-3-6(c)(1-6) states the soft count team shall handle drop boxes in the following manner:
 - (1) An individual drop box shall be selected and the identification label displayed to the surveillance camera.
 - (2) The drop box shall be opened by the appropriate soft count team member, and the entire contents of the drop box shall be emptied onto the soft count table.
 - (3) The inside of the empty drop box shall be held up for full view by the surveillance camera, and at least one (1) member of the soft count team shall verify that the drop box is empty.
 - (4) The slide on the drop box shall be reset, and the door to the drop box shall be relocked.
 - (5) If the drop box is from a live gaming device, documents shall be separated from the currency, coins, and chips.
 - (6) The soft count team shall separate the currency, cash, and chips into individual denominations and count the currency, cash, and chips. The soft count team may, at its discretion, separate and count manually or by the use of a currency counter. Currency counters used by the casino licensee must be capable of displaying the result of the count.

7. On January 18, 2019, a Gaming Agent was notified by surveillance that, during a routine surveillance review, a Count Team Member was observed reaching into a cart containing empty bill validator (BV) boxes. The Count Room Attendant pulled a specific BV box from row 2 of the cart and handed it to a Count Room Supervisor. The BV box was opened and the contents of the BV box was counted. The BV box contained \$2,807 in cash.

A review of surveillance coverage showed this row was emptied at approximately 1:48pm. The Count Room Attendant scanned the ticket for the BV box but did not remove the contents of the box.

8. On February 23, 2019, Gaming Agents were notified by surveillance that a Count Team Member failed to properly display the empty table game drop box to surveillance and to another count team member as required.

COUNT III

9. IC 4-33-9-12(a) states 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.
10. 68 IAC 1-11-1(c) states a person under twenty-one (21) years of age shall not be present in a casino.
11. On March 29, 2019, a Gaming Agent was notified by a Security Shift Manager that a child had gained access to the casino floor. A female patron entered the casino with her

eight (8) year old granddaughter and then proceeded to the My Choice desk in an attempt to get a player's card. A Security Officer noticed the minor and escorted the child and her grandparent to the pavilion. A review of the surveillance coverage showed that the Security Officer at the turnstiles was dealing with other patrons when the minor entered the casino and did not notice the minor entering the casino.

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.

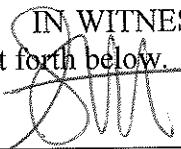
Ameristar shall pay to the Commission a total of \$4,000 (\$1,000 for Count I, \$1,500 for Count II and \$1,500 for Count III) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this Agreement. This Agreement extends only to those 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 \$4,000 and shall waive all rights to further administrative or judicial review.

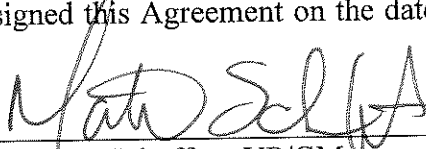
This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or 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



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

5/29/19
Date

5/23/19
Date