

**ORDER 2024-159
IN RE SETTLEMENT AGREEMENT**

**AMERISTAR CASINO EAST CHICAGO, LLC
24-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 19th DAY OF December, 2024.

THE INDIANA GAMING COMMISSION:



Joseph R. Heerens, Chair

ATTEST:



Michael E. Williams, Commissioner

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:

**AMERISTAR CASINO EAST
CHICAGO, LLC**

)
) **SETTLEMENT**
) **24-AS-03**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Dennis Mullen 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 1-11-1(c) states a person under twenty-one (21) years of age shall not be present in a casino.
2. 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.
3. Ameristar’s approved internal control procedures, H-6.1, describe the procedures for underage patrons.
4. On June 19, 2024, a Surveillance Supervisor notified Gaming Agents that they believed a patron on the casino floor may be underage. Surveillance advised that a female patron pushing a baby stroller entered the casino through a Security check point without being stopped or questioned about the baby in the stroller. The female patron was confronted by Security in a live gaming device pit and advised that she needed to leave. The female patron left with the stroller and went to her hotel room. Gaming Agents and Security proceeded to the female patron’s hotel room to inquire about the incident. Through review of her Illinois identification card, it was discovered that the female patron was also under twenty-one (21) years of age. A review of the surveillance coverage confirmed the accounts of the incident and also confirmed that Security failed to check the identification of the underage patron when she entered the casino.

COUNT II

5. 68 IAC 11-7-1(b) provides for the purposes of this rule, “sensitive keys” means keys that either management or the commission considers sensitive to the casino licensee’s operation and therefore require strict control over custody and issuance.

6. 68 IAC 11-7-3(b) provides that sensitive keys shall be returned to custody and signed in by the same occupational licensee they were issued to unless there is a documented change of shift.
7. 68 IAC 11-7-4(b) provides when a sensitive key is determined to have been lost, missing, or taken from the premises, the casino licensee shall perform an immediate investigation.
8. Ameristar's approved internal control procedures, A-3, describe sensitive keys.
9. On July 8, 2024, Surveillance notified Gaming Agents that a Slot Tech took sensitive keys off property for approximately fifteen (15) hours and fifty-four (54) minutes. A Casino Operations Shift Manager noticed a key tag alarm had not been investigated when it went off at 10:54 a.m. on July 7, 2024. The Casino Operations Shift Manager determined that a Slot Tech had checked out the keys on July 6, 2024, at 10:54 p.m. but did not return the keys prior to exiting the property. Surveillance was subsequently notified.
10. A review of surveillance coverage determined that the Slot Tech exited the casino at approximately 6:58 a.m. on July 7, 2024. When the Slot Tech exited through the Security Command Entrance/Exit, the alarm did not trigger indicating a licensee was leaving with sensitive keys. When the Slot Tech returned with the keys, the sensitive key alarm triggered. The sensitive keys consisted of an electronic gaming device ("EGD") main door key, a sportsbook kiosk door key, an EGD belly door key, an EGD progressive key, warehouse door key, an EGD pod key for Bally's EGDs, and two (2) EGD door keys for Konami's EGDs.

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 \$7,500 (\$6,000 for Count I and \$1,500 for 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

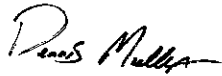
the Commission, Ameristar agrees to promptly remit payment in the amount of \$7,500 and waive all rights to further administrative or judicial review.

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.

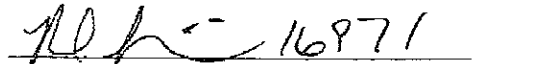
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



Dennis Mullen, Executive Director
Indiana Gaming Commission

12/11/24

Date



16871

Robert D. Swedinovich, General Manager
Ameristar Casino East Chicago, LLC

11/20/24

Date