

**ORDER 2014-224**  
**IN RE SETTLEMENT AGREEMENT**  
**AMERISTAR CASINO EAST CHICAGO, LLC**  
**14-AS-03**

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 20<sup>th</sup> DAY OF NOVEMBER, 2014.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Cris Johnston, Chair

ATTEST:

  
\_\_\_\_\_  
Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>AMERISTAR CASINO EAST</b>	)	<b>14-AS-03</b>
<b>CHICAGO, LLC</b>	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission ("Commission") by and through its Executive Director Ernest E. Yelton and Ameristar Casino East Chicago, LLC ("Ameristar"), (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**

1. 68 IAC 11-7-3(a) states the casino licensee shall maintain a sensitive keys log on a form approved by the commission. The sensitive keys log shall include, but not be limited to, the following:
  - (1) The date.
  - (2) The time the key is signed in and out.
  - (3) The key name.
  - (4) The printed name, signature, and occupational license number of the occupational licensee obtaining and returning the key.

(b) 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.
2. 68 IAC 11-7-4(b) states when a sensitive key is determined to have been lost, missing, or taken from the premises, the casino licensee shall perform an immediate investigation. The investigation will be documented on an incident record. A copy of the incident report shall be given to the enforcement agent immediately.
3. On August 10, 2014 a Gaming Agent was notified by a Surveillance Manager that a sensitive key chain was left in an employee's locker. A Table Games Dual Rate Supervisor had left the keys in her jacket pocket inside her locker at the casino. The Dual Rate Supervisor placed her jacket in her locker on August 9, 2014 around 4:30pm and on August 10, 2014 at approximately 7:30am reported to a Pit Manager that she had left the keys in her jacket. The keys had been left in the locker for approximately 15 hours. According to the key alarm log, the alarm for the missing keys was triggered at 7:28pm on August 9, 2014. The Agent asked a Security Shift Manager who would be responsible for inspecting the overdue key logs and was told the Casino Managers are the only ones that can access or delete overdue key alerts. The Casino Manager was contacted since the alarm was still beeping. The Casino Manager was able to clear the alert and return

the keys to the key box. The Agent asked the Casino Manager who was responsible for clearing the key alerts and was told each Department is responsible for their keys. The Dual Rate Supervisor was coached for not returning the keys to the key box.

**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. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

Ameristar shall pay to the Commission a settlement of \$1,500 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, Ameristar agrees to promptly remit payment in the amount of \$1,500 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 Ameristar.

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

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

11/5/14  
Date

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

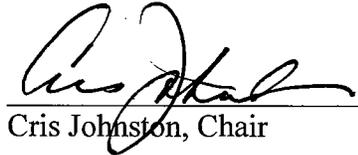
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APPROVES / DISAPPROVES

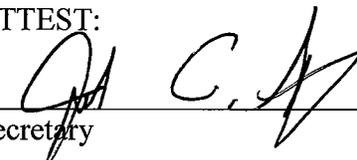
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**IT IS SO ORDERED THIS 20<sup>th</sup> DAY OF NOVEMBER, 2014.**

**THE INDIANA GAMING COMMISSION:**

  
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Cris Johnston, Chair

ATTEST:

  
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