

ORDER 2015-65
AN ORDER OF THE INDIANA GAMING COMMISSION
IN RE SETTLEMENT AGREEMENT
AZTAR INDIANA GAMING CO., LLC d/b/a TROPICANA EVANSVILLE
15-AZ-01

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

APPROVES

the proposed terms of the Settlement Agreement.

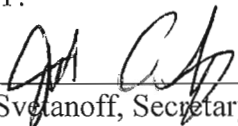
IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
AZTAR INDIANA GAMING CO., LLC) **15-AZ-01**
)

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 10-7-3(h) states if an automatic card shuffler is utilized, the riverboat licensee may use a second deck of playing cards that meets the requirements of subsection (a) and that has a different color of back than the first deck of playing cards. If two (2) decks of cards are utilized with an automatic card shuffler, one (1) deck of cards should be placed in play while the second deck of cards is placed in the automatic card shuffler. The two decks of cards with different color backs must be alternated in and out of play with each deck being used for alternate rounds of play. The cards from only one deck of cards shall be placed in the discard rack at a given time.
2. On November 16, 2014, a Gaming Agent was notified by the Table Games Assistant Shift Manager that two green backed, pre-shuffled, six (6) deck packs were put into play at the same table. The cards were put into play at 1000 hours on November 15, 2014 and were not changed out until 0630 hours on November 16, 2014. The two sets of green backed cards were in play for approximately twenty hours (20), at which time there were eight (8) dealers, seven (7) floor supervisors, five (5) pit managers and two (2) shift managers who failed to notice that both sets of cards had the same color back. When the violation was noted the two sets of green backed cards were removed from the table and a new set of green backed cards and a set of black backed cards were inspected and introduced into play.

COUNT II

3. Pursuant to IC 4-33-9-12 and 68 IAC 1-11-1(c), 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.
4. On October 12, 2014, a Gaming Agent was informed by a Security Shift Supervisor that an underage person was at the turnstile, but had entered the casino earlier in the evening. A Security Officer checked the identification of the underage person at the turnstile and allowed her to proceed onto the casino floor.

COUNT III

5. 68 IAC 17-1-1(f) states EPROMs shall be transported separately from the shipment of electronic gaming devices. If an electronic gaming device:
 - (1) is not being used by a casino licensee; and
 - (2) is being stored outside the casino;the EPROM shall be stored separately in a locked safe or the equivalent.
6. On November 10, 2014, a Gaming Agent worked on a slot move with a Slot Technician. The Agent noted that the communication board located inside an Aristocrat machine already had an SPC EPROM installed but not taped to the board. The SPC EPROM serves as a communication port between the electronic gaming device and the casino's main computer system and is considered secured software. On September 9, 2014, Aristocrat had shipped twenty (20) machines to Tropicana and all of them contained a board with the SPC EPROM. The Agent reviewed the request sent by Tropicana to Aristocrat and in the comment section it was requested that the machines be sent without secured software. Once the machines arrived at Tropicana, the Slot Technician Supervisor and Slot Bench Technician failed to notice the SPC EPROM when they inspected the interior of the machines. The machines were placed in the warehouse until November 10th when the machines were transferred to the casino floor.

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 \$5,000 (\$2,000 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.

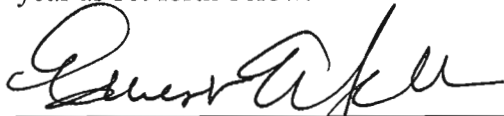
This agreement extends only to those violations and findings of fact, specifically alleged herein. If the Commission subsequently discovers facts that give rise to additional or separate violations, which are not described herein, the Commission may pursue disciplinary action for such violations even 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 \$5,000 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
3.9.15

Date



Jason Gregorec, General Manager
Tropicana Evansville
2/20/15

Date