

ORDER 2018-161

IN RE SETTLEMENT AGREEMENT

**AZTAR INDIANA GAMING CO., LLC d/b/a TROPICANA EVANSVILLE
18-AZ-03**

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

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

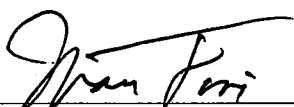
IT IS SO ORDERED THIS THE 13th DAY OF SEPTEMBER, 2018.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Marc Fine, Vice Chair

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
AZTAR INDIANA GAMING CO., LLC)	18-AZ-03
d/b/a TROPICANA EVANSVILLE)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Aztar Indiana Gaming Co., LLC d/b/a Tropicana Evansville (“Tropicana”), (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

1. 68 IAC 11-7-1(b) states 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. The term includes keys that will allow access to electronic gaming devices.
2. 68 IAC 11-7-3(b) states 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.
3. On June 8, 2018, a Slot Shift Manager notified Gaming Agents of a sensitive key violation. A Slot Service Host failed to return keys after their shift. The keys were discovered in the Slot Service Host’s locker and attached to the slot pouch. The keys were placed in the locker at 16:10 hours and not returned into the key traka cabinet until 05:36 hours.
4. On August 13, 2018, Surveillance notified Gaming Agents that a Dealer abandoned the table game token keys at the main pit podium before leaving property. Surveillance confirmed that the Dealer left the token keys at the podium at 18:07 hours and left the token keys unattended until 20:00 hours. The Dealer left property at 21:30 hours and the token keys remain unsecured at the podium. The keys were found by the Dual Rate Assistant Shift Manager at 03:34 hours and taken into his possession. The Dealer returned to property at 03:54 hours and returned the keys to the key box..
5. On August 14, 2018, Security notified Gaming Agents of a sensitive key violation. A Cage Cashier left keys unattended and unsecured in the main bank cage when he left property. The keys were discovered by another Cage Cashier, but the keys remained in

the Cage for approximately two and half more hours before being returned to the key traka cabinet.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Tropicana by and through its Agents as described herein constitute a breach of IC 4-33, 68 IAC and/or Tropicana's approved internal control procedures. The Commission and Tropicana hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Tropicana.

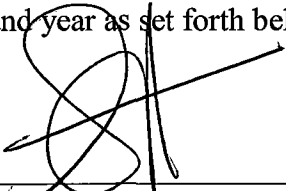
Tropicana shall pay to the Commission a total of \$2,500 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged in the findings above. If the 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, Tropicana agrees to promptly remit payment in the amount of \$2,500 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.

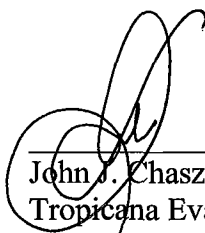
This Agreement shall be binding upon the Commission and Tropicana.

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
9-11-18

Date



John J. Chaszar, General Manager
Tropicana Evansville
9/5/18

Date