

ORDER 2024-78
IN RE SETTLEMENT AGREEMENT
AMERISTAR CASINO EAST CHICAGO, LLC
24-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 20th DAY OF JUNE, 2024.

THE INDIANA GAMING COMMISSION:



Milton O. Thompson, Chair

ATTEST:



Marc Fine, Commissioner

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
AMERISTAR CASINO EAST)	24-AS-02
CHICAGO, LLC)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small 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

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 February 22, 2024, Security notified Gaming Agents that they believed a person used an identification card (“ID”) which was not theirs to gain entrance into the casino. The Security Shift Manager stated that they received a call from a Surveillance Agent regarding the matter and that the suspect was located on the fourth level of the casino. The Gaming Agent proceeded to the casino floor and spoke with the female patron. The female patron provided the ID she used to enter the casino which did not resemble her. She subsequently admitted that she used this ID to enter the casino in prior visits. The female patron produced her real ID which identified her to be underage. The underage female also admitted to drinking and gambling while on property.
5. The Gaming Agent ran the ID that the underage female used to enter the casino through the Veridocs system and determined that the underage female made four (4) trips to the casino using this ID on February 18, 2024, February 19, 2024, February 21, 2024, and February 22, 2024. Surveillance coverage confirmed her entry into the casino on each of these days.
6. On April 13, 2024, Surveillance notified Gaming Agents that a potential underage person was on the casino floor attempting to get a cash advance but was denied. Prior to Gaming Agents arrival at the Cage, the underage person grabbed their ID and fled the casino,

however, Surveillance had found the underage person in the parking garage. Gaming Agents and Security were able to locate the underage person in the parking garage and confirm through his ID that he was in fact underage.

7. A review of surveillance coverage discovered that the underage person was not asked for ID by Security Officers when he entered the casino for the first time. Surveillance showed the underage person left the casino property and then returned on a second occasion. On the second occasion he was not asked for ID either and it was on this occasion that he attempted to get the cash advance which led to his discovery.

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 \$27,000 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.

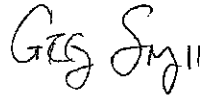
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Ameristar agrees to promptly remit payment in the amount of \$27,000 and waive all rights to further administrative 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.



Greg Small, Executive Director
Indiana Gaming Commission

6/6/24

Date



Ryan Coppola, General Manager
Ameristar Casino East Chicago, LLC

6/6/24

Date