

ORDER 2015-203
AN ORDER OF THE INDIANA GAMING COMMISSION
IN RE SETTLEMENT AGREEMENT
AZTAR INDIANA GAMING CO., LLC
d/b/a TROPICANA EVANSVILLE
15-AZ-04

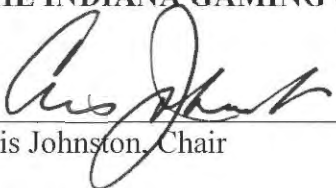
After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

APPROVES

the proposed terms of the Settlement Agreement.

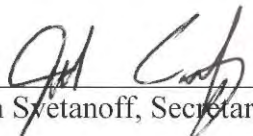
IT IS SO ORDERED THIS 12th DAY OF NOVEMBER, 2015.

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-04
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait 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-I-18(a). The Parties stipulate and agree that the following facts are true:

FINDINGS OF FACT

COUNT I

1. 68 IAC 15-1-2 states the purpose of the accounting records and procedures is to ensure the following:
 - (1) The assets of the casino licensee or casino license applicant are safeguarded.
 - (2) The financial records of the casino licensee or casino license applicant are accurate and reliable.
 - (6) That only authorized personnel have access to assets.

2. On July 17, 2015, a Gaming Agent was notified by a Surveillance Lead regarding a poker bank drawer that was left unsecured. A review showed the Poker Room Supervisor pushed the drawer shut at 0506 hours, but did not insert a key to engage the lock. According to the Tropicana Poker Room Internal Control Z-10 the Poker Room Bank assets will be maintained in a self-locking cabinet, which will lock each time the drawer is closed. The Agent spoke to a Floor Supervisor and asked if the lock to the poker bank drawer was self locking. The Floor Supervisor told the Agent that it would lock sometimes and other times a key had to be inserted and turned to engage the lock. The lock has been replaced.

COUNT II

3. 68 IAC 12-1-5(f)(6) states electronic gaming device surveillance must be capable of providing coverage of progressive games, including dedicated coverage of the following:
 - (A) Any electronic gaming device or group of electronic gaming devices with a possible jackpot payout in excess of fifty thousand dollars (\$50,000).

(B) The progressive display showing the incrementation of the progressive jackpot for an electronic gaming device or a bank of electronic gaming devices.

4. On July 3, 2008 Tropicana was granted a waiver allowing the delay of dedicated camera coverage for any progressive slot machines with an immediate jackpot of less than \$50,000, until the progressive display reads a minimum of \$40,000. The waiver was granted on the condition that the accounting/income audit department would be responsible for verifying daily that the incrementation was correct on all progressive machines.
5. On June 17, 2015, a Gaming Agent met with a Slot Tech Lead to perform slot progressive testing and they found a slot machine where the progressive was not incrementing. The Agent had the machine taken out of service until it could be determined the amount that the machine failed to increment. On June 22, 2015 the Slot Performance Manager informed the Agent that he did not have a definitive date as to when the machine stopped communicating the information, but it could have occurred when the machine lost power on two occasions. The amount that should have been added to the progressive total was \$193.76. The Agent was also notified that the progressive was previously hit on June 4 and June 20, 2015. Both patrons were paid the money due to them. The issue was corrected and machine was placed back into play.
6. On June 17, 2015 another Agent was conducting a progressive test when she found a slot machine that was not communicating with the progressive sign. The Agent had the machine taken out of service and a Slot Tech Lead was asked to look into the problem. On June 22, 2015 the Slot Performance Manager emailed the Agent with the information regarding the slot machine. On March 6, 2015 the slot machine incrementation rate was set at 0.05% instead of 0.50%. The amount the progressive was short was \$4,589.92 and the casino added the amount to the progressive. The incrementation rate was corrected and the machine was placed back into service.

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 \$7,500 (\$2,500 for Count I and \$5,000 for Count II) 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

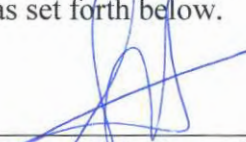
described herein, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described herein.

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 \$7,500 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 Tropicana Evansville.


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

11/10/15

Date



John J. Chaszar, General Manager
Tropicana Evansville

10/23/15

Date