

**ORDER 2009-101
IN RE SETTLEMENT AGREEMENT**

**CASINO AZTAR
09-AZ-02**

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

Approves

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 11th DAY OF JUNE, 2009.

THE INDIANA GAMING COMMISSION:



Timothy Murphy, Chair

ATTEST:



Thomas Swihart, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
CASINO AZTAR) **09-AZ-02**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and Casino Aztar (“Aztar”), (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 14-3-5 (a) states that all dice or playing cards that are not being utilized at a live gaming device shall be kept in locked compartments.
2. On November 10, 2008, a Gaming Agent was contacted by a Security Shift Manager regarding forty-eight decks of cards and one stick of dice left unsecured on a table game. The Agent reviewed the surveillance footage and found that the cards and dice had been left unsecured by a Pit Manager for approximately 20 minutes.

COUNT II

3. 68 IAC 1-5-1(10) states that any riverboat or supplier licensee shall provide a written notice to the executive director at such time as it becomes aware of any apparent criminal activity taking place on the riverboat property. This information must also be submitted to an enforcement agent.
4. On January 21, 2009, a Gaming Agent observed the Security Supervisor/Investigator dropping a picture of an individual; the individual was determined to be the one who had stolen a TITO ticket on January 14, 2009. The Agent asked the Security Supervisor/Investigator and the Slot SVC Manager if the Commission had been made aware of the crime when it occurred. Both indicated that neither had timely reported the criminal activity.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Aztar 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 Aztar's approved internal control procedures. The Commission and Aztar hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Aztar. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

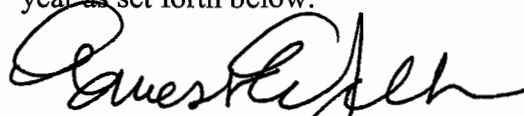
Aztar shall pay to the commission a total of \$10,000 (\$5,000 for Count I and \$5,000 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings 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, Aztar agrees to promptly remit payment in the amount of \$10,000 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 Aztar.

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

5.9.09

Date



Tom Dingman, Attorney-in-Fact
Casino Aztar

5/28/2009

Date