

ORDER 2010-113
IN RE SETTLEMENT AGREEMENT
AMERISTAR CASINO EAST CHICAGO, LLC
10-AS-01

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

Approves

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

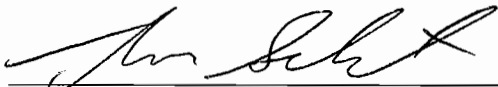
IT IS SO ORDERED THIS THE 17th DAY OF JUNE, 2010.

THE INDIANA GAMING COMMISSION:



Timothy Murphy, Chair

ATTEST:



Thomas Swihart, Vice Chair

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
AMERISTAR CASINO EAST)	10-AS-01
CHICAGO, LLC)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and Ameristar Casino East Chicago, LLC (“Ameristar”), (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 14-3-2 (b) states that all playing cards must meet the following specifications: (1) all decks of cards must be a complete standard deck of fifty-two cards in four suits. The four suits shall be hearts, diamonds, clubs and spades. Each suit shall consist of numerical cards from: (A) two to ten; (B) a jack; (C) a queen; (D) a king; and (E) an ace.
2. On December 2, 2009, a Gaming Agent was informed by a Casino Shift Manager that during the count down of a Blackjack table the four of hearts was found to be missing. The Gaming Agent reviewed the surveillance footage and noted that the Dealer and Supervisor, who counted and inspected the cards while opening the table, left the card inside the box. The cards were in play for 15 hours without the four of hearts.

COUNT II

3. 68 IAC 2-3-9.2 (b) states riverboat licensees must advise the enforcement agent, on a form prescribed or approved by the commission, when one (1) of the following events occurs with an occupational licensee: (1) The occupational licensee’s employment with the riverboat licensee is terminated for any reason. The form must be submitted to the enforcement agent within fifteen (15) days of the occurrence of the change or action.

4. On February 2, 2010, a Gaming Agent was asked by the Gaming Supervisor to serve a letter of documentation to a Warehouse employee. The Agent was informed that the employee was no longer employed by Ameristar and had been gone for three months.
5. On February 17, 2010, a Gaming Agent was asked by the Gaming Supervisor to serve a letter of documentation to a Table Games employee. The Agent was informed that the employee had not been employed by Ameristar since December of 2009.

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, 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. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

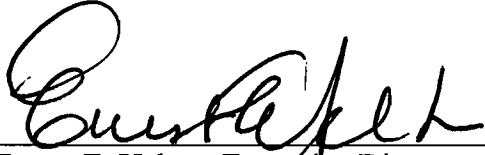
Ameristar shall pay to the Commission a total of \$5,500 (\$1,500 for Count I and \$4,000 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings 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, Ameristar agrees to promptly remit payment in the amount of \$5,500 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 Ameristar.

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

6.14.10
Date



Peter Savage, General Manager
Ameristar Casino East Chicago, LLC

5/21/10
Date