

**ORDER 2013-053  
IN RE SETTLEMENT AGREEMENT**

**CASINO AZTAR  
13-AZ-01**

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

**APPROVED**

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APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 21st DAY OF MARCH, 2013.**


**THE INDIANA GAMING COMMISSION:**



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Matt Bell, Chair

ATTEST:



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Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

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|-----------------------------|---|-------------------|
| <b>IN RE THE MATTER OF:</b> | ) |                   |
|                             | ) | <b>SETTLEMENT</b> |
| <b>CASINO AZTAR</b>         | ) | <b>13-AZ-01</b>   |
|                             | ) |                   |

**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 14-3-9(b) states dice or playing cards may not be delivered to a riverboat licensee or a riverboat license applicant unless a gaming agent or a member of the commission staff is present at the point of delivery. The riverboat licensee or riverboat license applicant is responsible for ensuring the presence of a gaming agent or a member of the commission staff.
2. On September 7, 2012, a Gaming Agent was contacted by a Table Games Administrator in reference to a dice shipment. She informed the Agent that the shipment had been received without IGC, table games and security present. Also, Surveillance was not notified of the shipment. The Commission’s Assistant Director of Compliance called the casino and informed the Agent that they could receive the shipment. The shipment was received once all the required employees and Gaming Agent were present.

**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.
  - (2) The forms must be submitted to the enforcement agent within fifteen (15) days of the occurrence of the change or action.

4. On or about October 10, 2012, an HR Coordinator brought to the Gaming Enforcement office an Occupational License Separation from Service Form for an employee who was terminated on January 1, 2012.

### COUNT III

5. 68 IAC 11-7-2 states each sensitive key box custodian shall be issued a sensitive key access list noting authorized occupational licensees, by title and occupational license level, which may access each sensitive key.
6. 68 IAC 11-1-6(b) states that failure to comply with approved internal control procedures may result in the initiation of a disciplinary action. According to Aztar Internal Control AZ\_11-07-03 Sensitive Keys, the person authorized to obtain table game drop box content key is the Lead Count Room Attendee or Designee.
7. On September 11, 2012, a Gaming Agent was contacted by the Security Shift Manager regarding a Security Lead Officer. The Manager informed the Agent that the Security Lead Officer had accessed and removed the keys to reset the open drop boxes. The Lead Security Officer was asked to check the locks on drop boxes since several of them were not working properly. The Agent reviewed surveillance coverage and discovered that the Lead Security Officer went to the key box and took the keys to remove the drop boxes from the table games. He then went to the Poker Room and removed a drop box from a poker table. When the drop box was removed from the table the slot opening where the money is dropped into the box slid shut. The only way to reset the slot opening is to open the drop box. While another Security Officer stayed at the table with the drop box, the Lead Officer left the table and returned to the key box. The Lead Officer removed the keys to open the drop boxes as well as reset them. The Lead Officer was previously told by the Security Shift Manager that a Cage Manager, a Cage Main Banker or a Count Room employee must be present to access the reset key. The Lead Officer accessed three boxes before being told to stop. Two of the boxes were empty and the third box contained \$179.

### COUNT IV

8. 68 IAC 2-3-1(c)(1) states a person employed by the riverboat gambling operation and whose duties are to be performed on the riverboat is required to hold an occupational license.
9. 68 IAC 2-3-9.2 (d) states riverboat licensees must collect the identification badge issued by the commission to an occupational licensee when the occupational licensee's employment with the riverboat licensee is terminated for any reason. All identification badges collected by the riverboat licensee must be turned over to an enforcement agent within seven (7) days.

10. 68 IAC 2-3-6.1(4) states if an occupational licensee ceases employment with a riverboat licensee, but returns to the same riverboat licensee in the same position within sixty (60) days, the occupational licensee does not have to be reprocessed. The occupational licensee may utilize the original identification badge **if it has not been canceled by the commission** (emphasis added) or otherwise destroyed.
11. On December 12, 2012, a Gaming Agent noticed a Slot Technician returning his keys in the Traka box at the end of his shift. The Agent later remembered that paperwork had been submitted to the Commission indicating the employee had been terminated. The date of the termination was November 19, 2012. The Agent inquired about the employee to a HR Coordinator who stated that the employee was currently working for the casino. The HR Coordinator further stated that the employee had been terminated, but when the employee provided HR with documentation that showed his absences were due to medical reason, he was allowed to return to work. The HR Department did not notify the Gaming Agents that the employee had been reinstated. The employee had not given HR his badge, so when he was re-instated he used his badge to access the casino. The employee had worked three days without a license.

### **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 \$6,500 (\$1,500 for Count I; \$2,000 for Count II; \$1,500 for Count III and \$1,500 for Count IV) 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.

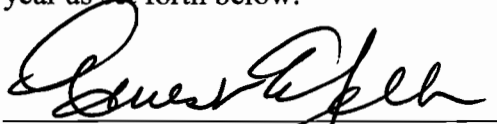
Upon execution and approval of this Settlement Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Settlement Agreement by the Commission, Aztar agrees to promptly remit payment in the amount of \$6,500 and shall waive all rights 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.

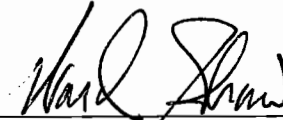
This Settlement Agreement shall be binding upon the Commission and Aztar.

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

3.14.13  
Date



Ward Shaw, General Manager  
Casino Aztar

3/4/13  
Date