

**ORDER 2022-75
IN RE SETTLEMENT AGREEMENT**

**AMERISTAR CASINO EAST
CHICAGO, LLC
22-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 30th DAY OF JUNE, 2022.

THE INDIANA GAMING COMMISSION:


Milton O. Thompson, Chair

ATTEST:


Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
AMERISTAR CASINO EAST)	22-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

COUNT I

1. IC 4-38-11-1(a) provides the bureau shall provide information to a certificate holder concerning persons who are delinquent in child support.
 - (b) Prior to a certificate holder disbursing a payout of six hundred dollars (\$600) or more, in winnings, from sports wagering to a person who is delinquent in child support and who is claiming the winning sports wager in person at the certificate holder's facility, the certificate holder:
 - (1) may deduct and retain an administrative fee in the amount of the lesser of:
 - (A) three percent (3%) of the amount of delinquent child support withheld under subdivision (2)(A); or
 - (B) one hundred dollars (\$100); and
 - (2) shall:
 - (A) withhold the amount of delinquent child support owed from winnings;
 - (B) transmit to the bureau:
 - (i) the amount withheld for delinquent child support; and
 - (ii) identifying information, including the full name, address, and Social Security number of the obligor and the child support case identifier, the date and amount of the payment, and the name and location of the licensed owner, operating agent, or trustee; and
 - (C) issue the obligor a receipt in a form prescribed by the bureau with the total amount withheld for delinquent child support and the administrative fee.
 - (c) The bureau shall notify the obligor at the address provided by the certificate holder that the bureau intends to offset the obligor's delinquent child support with the winnings.
 - (d) The bureau shall hold the amount withheld from the winnings of an obligor for ten (10) business days before applying the amount as payment to the obligor's delinquent child support.
 - (e) The delinquent child support required to be withheld under this section and an administrative fee described under subsection (b)(1) have priority over any secured or

unsecured claim on winnings except claims for federal or state taxes that are required to be withheld under federal or state law.

2. 68 IAC 27-5-2(2) provides prior to beginning sports wagering operations, a sports wagering operator must submit for approval under 68 IAC 11 internal controls for withholding winnings from delinquent child support obligors in accordance with IC 4-38-11, including a plan for complying with IC 4-38-11 if the sports wagering operator allows the redemption of tickets via mail.
3. 68 IAC 11-9-2(a) states the casino licensee or trustee shall submit to the executive director internal control procedures concerning the withholding of cash winnings from delinquent obligors in accordance with 68 IAC 11-1.
4. 68 IAC 11-1-3(c)(4) states that no casino licensee or casino license applicant may use an internal control procedure unless the internal control procedure has been approved, in writing, by the executive director.
5. 68 IAC 13-1-1(b)(2) and (3) states the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe the licensee is not complying with licensure conditions or is not complying with this Act or this title.
6. Ameristar's approved internal control procedures, C-18 and P-6.1, describe the procedures for the Child Intercept Process.
7. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (CSADR) for December 2021. The results of this audit found two (2) individuals were not searched through the CSADR system at the time sports wagering winnings in excess of \$600 was won.
8. Gaming Agents conducted an audit of the CSADR for January 2022. The results of this audit found one (1) individual was not searched through the CSADR system at the time a taxable jackpot was won.
9. Gaming Agents conducted an audit of the CSADR for February 2022. The results of this audit found two (2) individuals were not searched through the CSADR system: (1) at the time a taxable jackpot was won and one (1) at the time sports wagering winnings in excess of \$600 was won.

COUNT II

10. 68 IAC 2-3-9.2(b) provides 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.

11. 68 IAC 2-3-9.2(c) requires thenotification must be submitted to the Commission within fifteen (15) days of the occurrence of the change or action.
11. On April 25, 2022, a Gaming Agent was processing a level two (2) licensee from a non-gaming position to a gaming position when the licensee advised she had previously worked at Ameristar as a Cage Cashier. The Gaming Agent looked up the licensee. it was determined that she still had an active license and was never terminated. Upon further review, her separation date as a Cage Cashier was November 23, 2021, however, the Commission was not timely notified of her termination.

COUNT III

12. 68 IAC 2-3-1(e) provides an occupational license, level one (1) is the highest level of occupational license. An occupational licensee may perform any activity included within the occupational licensee's level of occupational license or any lower level of occupational license.
13. 68 IAC 2-3-1(i)(2) provides that a casino manager should hold a level one (1) license.
14. On March 2, 2022, the Commission's Gaming Administrator notified the Gaming Agents that a licensing level discrepancy had been found.
15. On May 28, 2021, a Pit Manager was promoted to an Assistant Casino Manager.
16. On June 15, 2021, the level two (2) licensee performed a position change, and this position change was updated in the previous Commission licensing system. A review of the organizational chart determined that the Assistant Casino Manager should have been a level one (1) license. The licensee performed the job duties of a level one (1) licensee for nine (9) months without the proper licensure.

COUNT IV

17. 68 IAC 15-13-2(d)(7) provides that after arriving at the appropriate electronic gaming device (EGD) to process a manually paid jackpot, the security officer or slot department employee shall do the following: (A) Verify the jackpot. (B) Witness the jackpot payout to the patron. (C) Complete the appropriate sections of the manually paid jackpot slip.
18. On March 22, 2022, a Gaming Agent was notified by the Assistant Director of Casino Operations (ADCO) that an overpayment of \$12,086.52 occurred on an EGD. The ADCO provided that a communication error between the EGD and the slot system reported a jackpot amount of \$14,089.20 instead of the jackpot amount of \$2,002.68.
19. Upon further investigation with the EGD manufacturer, it was determined that a communication error occurred due to the difference in age between the EGD and the Master Com, the hardware device located in the EGD that sends information to the slot system.

21. The Slot Service Specialist prepared the jackpot payout based on the dollar amount reported to her Palm Pilot by slot in the amount of \$14,089.20. The Slot Service Specialist failed to verify this amount against the jackpot amount being reported on the EGD which reported the jackpot to be \$2,002.68. Had the Slot Service Specialist properly verified the jackpot, this overpayment would not have occurred.

COUNT V

22. 68 IAC 15-12-3(a) provides the requirements for live gaming device fills.
23. On February 1, 2022, a Gaming Agent was notified by Surveillance that a \$8,000 cage variance had occurred as a result of an incorrect table fill. The investigation found that the table fill was requested for \$12,220 and was short \$8,000 in black \$100 chips. The incorrect table fill was accepted at the table game and signed off by Cage, Security and Table Games.

COUNT VI

24. 68 IAC 14-3-5(a) provides that all dice or playing cards that are not being utilized at a live gaming device shall be kept in locked compartments.
25. On April 3, 2022, a Gaming Agent was notified by Surveillance that two (2) single decks of playing cards were left unattended at a table game next to the shuffler. The playing cards were left unattended for approximately one (1) hour.

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 \$12,500 (\$5,000 for Count I, \$1,000 for Count II, \$1,500 for Count III, \$2,500 for Count IV, \$1,500 for Count V and \$1,000 for Count VI) 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

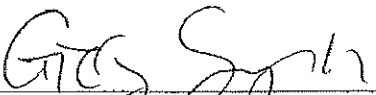
the Commission, Ameristar agrees to promptly remit payment in the amount of \$12,500 and waive all rights to further administrative or judicial review.

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



Ryan Coppola, General Manager
Ameristar Casino East Chicago, LLC

6/27/2022

Date

6/17/22

Date