

**ORDER 2017-164
IN RE SETTLEMENT AGREEMENT**

**HORSESHOE HAMMOND, LLC.
17-HH-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 29th DAY OF SEPTEMBER, 2017.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
HORSESHOE HAMMOND, LLC)	17-HH-02
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Horseshoe Hammond, LLC (“Horseshoe”) (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 6-3-4(a) state each casino licensee and casino license applicant shall establish internal control procedures for compliance with this rule, which shall be submitted and approved under 68 IAC 11.
(b) The internal controls must, at a minimum, address the following...: (2) Provide a process whereby gaming agents and security and surveillance are notified immediately when a voluntarily excluded person is detected in the gaming area of a casino ... (5) Ensure that voluntarily excluded persons do not receive check cashing privileges or extensions of credit, whether directly through the casino licensee or operating agent, or through a supplier contracting with a casino licensee on property hired for the purpose of check cashing or extension of credit, or both.
2. 68 IAC 2-3-9(d) states occupational licensees must notify the commission that a riverboat licensee, a supplier licensee, or an occupational licensee has violated the Act or this title as soon as the occupational licensee becomes aware of the violation.
3. Horseshoe Hammond’s Internal Control, Section K-5.1 Voluntary Exclusion Program, Letter C, Number 4, describe Horseshoe’s policy and procedures complying with 68 IAC 6-3-4(a).
4. On June 8, 2017, a Security Investigator reached out to a Gaming Agent to inquire if the Gaming Agents had been notified of a Voluntary Exclusion Program (VEP) violation and forfeiture that took place on May 26, 2017. After review, it was concluded that Horseshoe had failed to provide Gaming Agents with notice of this incident.
5. On August 7, 2017, a Commission Auditor was reviewing Surveillance Logs when it was noted that Manager of Regulatory Compliance for Horseshoe had requested Surveillance to review and verify a transaction on July 26, 2017 of an excluded patron. Surveillance

review confirmed the transaction, which showed \$500 was given to the excluded patron who presented identification to the Cage Cashier. A report was forwarded to the Commission's Director of Compliance from the Commission's Audit Division for further review to determine if the excluded patron was a VEP.

The Commission's Director of Compliance requested the Gaming Agents conduct a review of this Surveillance report to confirm if a violation had occurred. A review of surveillance coverage determined that the excluded patron was a VEP and the same patron who had been caught attempting a \$250 cash advance on the same day. It was confirmed through surveillance review that the VEP was able to obtain a \$500 cash advance from the casino on July 26, 2017. The Manager of Regulatory Compliance was aware of this violation and failed to properly notify the Commission.

6. On July 29, 2017, a Security Supervisor notified a Gaming Agent that she needed to verify if a patron at the casino was a VEP. The patron claimed he had been reinstated. The patron was identified as a VEP participant that had enrolled for lifetime exclusion. The VEP was discovered when he attempted to get a cash advance for \$200. When interviewed by the Gaming Agent, the VEP claimed he had been allowed to get a cash advance earlier in the evening. A review of surveillance coverage confirmed the VEP's claim, showing that at 2:07am and at 3:04am, the VEP was able to get two separate cash advances, one for \$200 and one for \$300.

COUNT II

7. 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. 68 IAC 2-3-9.2(c) requires the form must be submitted to the enforcement agent within fifteen (15) days of the occurrence of the change or action.
8. On July 6, 2017, the Commission's Occupational Licensing Coordinator received notification from the Corporate Licensing Specialist of an employment termination. The employment was terminated on September 21, 2016.
9. On July 7, 2017, the Commission's Occupational Licensing Coordinator received notification from the Corporate Licensing Specialist of an employment termination. The employment was terminated on June 19, 2017.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Horseshoe by and through its agents as described herein constitute a breach of IC 4-33, 68 IAC and/or Horseshoe's approved

internal control procedures. The Commission and Horseshoe hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Horseshoe. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

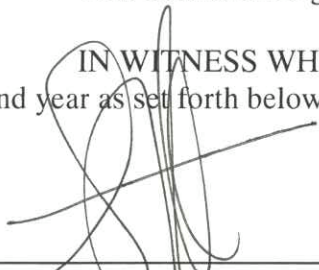
Horseshoe shall pay to the Commission a total of \$8,500 (\$6,500 for Count I and \$2,000 in Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings of fact specifically alleged 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 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, Horseshoe agrees to promptly remit payment in the amount of \$8,500 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 Horseshoe.

IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date and year as set forth below.



Sara Gonso Tall, Executive Director
Indiana Gaming Commission

9-20-17

Date



Dan Nita, General Manager
Horseshoe Hammond, LLC

9/18/17

Date