

**ORDER 2023-185
IN RE SETTLEMENT AGREEMENT**

**HORSESHOE HAMMOND, LLC
23-HH-04**

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

APPROVED

APPROVES OR DISAPPROVES

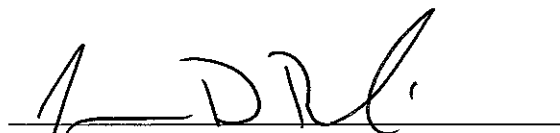
the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 11th DAY OF DECEMBER, 2023.

THE INDIANA GAMING COMMISSION:


Milton O. Thompson, Chair

ATTEST:


Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
HORSESHOE HAMMOND, LLC) **23-HH-04**

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Greg Small and Horseshoe Hammond, LLC ("Horseshoe Hammond"), (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. 68 IAC 27-1-2(16) defines a prohibited sports wagering participant as an individual listed on the commission's exclusion list kept under 68 IAC 6-1, that has a voluntarily excluded person (VEP) status as defined under 68 IAC 6-3 or has signed up for the statewide internet self-restriction program (ISRP).
2. 68 IAC 27-5-2(2)(F) provides that sports wagering operators shall have internal control procedures to prevent wagering by prohibited sports wagering participants.
3. Horseshoe Hammond's approved internal control procedures, T-23.1, describe the procedures for sharing the prohibited participant lists were their mobile sports wagering partners.
4. On June 22, 2023, a Gaming Agent conducted a prohibited participant audit for Unibet. The results of this audit determined that there were seventeen (17) omissions. The Gaming Agent conducting the audit spoke to Unibet's Compliance Manager. Unibet's Compliance Manager provided that Horseshoe Hammond failed to provide the missing prohibited participants to Unibet until June 20, 2023.
5. On July 14, 2023, the Gaming Agent requested the prohibited participant lists sent to Unibet between March 15, 2023, and June 1, 2023. The Gaming Agent reviewed the lists sent by Horseshoe Hammond to determine if any of the missing prohibited participants had been sent to Unibet. It was discovered that Horseshoe Hammond did not send the information for these prohibited participants to Unibet, therefore, causing Unibet to be non-compliant with Commission regulations.

COUNT II

6. 68 IAC 11-3-3(b) provides the soft count room shall have the following items, components, or characteristics: (1) There shall be one (1) door to the soft count room.

The door must: (A) accommodate the drop box storage cart; and (B) be lockable from outside the soft count room.

7. 68 IAC 11-3-3(c)(11) provides keys to the soft count room shall be maintained by the security department in accordance with 68 IAC 11-7. Access to the soft count room shall be gained only by or through a security officer.
8. Horseshoe Hammond's approved internal control procedures, D-4, describe the soft count room characteristics.
9. On July 16, 2023, Security notified Gaming Agents that a Security Ambassador found the door to the soft count room unsecured. A review of surveillance coverage determined that on July 15, 2023, at 2:10 p.m., a Security Ambassador failed to secure and check the soft count room door after completing a sweep of the soft count room.
10. On July 16, 2023, at 12:43 a.m., a Security Ambassador identified the soft count room to be unsecured when escorting a Cage Cashier to the boat vault. The door was opened enough to observe on camera that the door had not been properly secured. The Security Ambassador reported the open door to his Supervisors. The soft count door was unsecured for eleven (11) hours and thirty-three (33) minutes.

COUNT III

11. 68 IAC 2-3 describes the procedures for occupational licensing.
12. 68 IAC 2-3-8(a) provides an occupational license must be renewed annually.
(b) An occupational licensee must request renewal of the license on a form prescribed by the commission no less than thirty (30) days before the expiration of the occupational license. The occupational licensee must complete the form and provide the commission with any information or documents which the commission deems necessary. The form requesting renewal of an occupational license must be submitted with the annual fee under section 3 of this rule. The commission may perform a background investigation on any occupational licensee seeking renewal of the license. The commission may require that all or part of the investigation cost be charged to the occupational licensee.
13. On February 17, 2015, the Commission issued a waiver on occupational licensee renewals. The waiver issued by the Commission provided that the Commission will no longer require the occupational licensee annual renewal/information update form to be submitted as part of a licensee's annual license renewal. The licensees will continue to be renewed annually based on a renewal list provided by the Commission, however, to maintain the Commission's integrity of the suitability standards, the Commission will be implementing a reinvestigation procedure for all level 2 and level 3 licensees every three (3) years. During this process, the licensee will file an application, undergo a criminal history check via fingerprint submission, and have their tax status reviewed, similar to the new hired applicant process.
14. The LAM manual provides that for property licenses, any individual on the listing (level 2's and 3's only) due for reinvestigation will be advised by the Gaming Entity Human

Resources that their 3-year reinvestigation packet is due to Gaming Agents fifteen (15) days after the reinvestigation date.

15. The LAM manual provides the process for 1-year renewal. The Gaming Entity Human Resources must submit a request through LAM. Once it is submitted through LAM, Gaming Agents can renew the license. Gaming Entity Human Resources can submit the renewal sixty (60) days before the expiration date and the license would have to be renewed before the expiration date. The employee has no responsibility to report to the Gaming Agents during this process.
16. On June 21, 2023, a Dealer presented herself at the Commission office at Horseshoe to have her 3-year reinvestigation processed. For a 3-year reinvestigation, the employee completes the reinvestigation packet and bring it to the Gaming Agents. The reinvestigation packet is due fifteen (15) days after the reinvestigation date. The Dealer's reinvestigation date was April 13, 2023.
17. The Gaming Agent Supervisor subsequently provided the Gaming Agent with the results of an audit which showed all the individuals that were beyond their 3-year reinvestigation date and fifteen (15) day due date. The audit provided twenty-four (24) licensees had not completed their 3-year reinvestigation in a timely manner and their licenses were expired. These licensees had reinvestigation dates between March 27, 2022, and June 21, 2023, and grace period dates of April 11, 2023 and July 6, 2023. These licensees held the following positions: Cleaning Service Supervisor, Senior Executive Host, Entertainment Marketing Manager, Cage Shift Manager, SDS Administrator, Assistant Table Games Manager, Dual Rate Assistant Table Games Shift Manager/Floor Supervisor, Dealer, Heavy Duty Cleaner, Security Ambassador, Cleaning Services Attendant, Security Dispatcher, Slot Ambassador, 2nd Assistant Engineer, F&B Bartender and Floor Supervisor, all level 2 and 3 licensees.
18. The following licensees worked on an expired badge.
 - (a) A Cleaning Service Supervisor worked 157 days without a license.
 - (b) A Senior Executive Host worked 158 days without a license.
 - (c) An Entertainment Marketing Manager worked 180 days without a license.
 - (d) A Cage Shift Manager worked 10 days without a license.
 - (e) An SDS Administrator worked 115 days without a license.
 - (f) An Assistant Table Games Manager worked 39 days without a license.
 - (g) A Heavy-Duty Cleaner worked 284 days without a license.
 - (h) A Dealer worked 272 days without a license.
 - (i) A Cleaning Service Attendant worked 268 days without a license.
 - (j) A Dealer worked 260 days without a license.
 - (k) A Security Ambassador worked 255 days without a license.
 - (l) A Dealer worked 251 days without a license.
 - (m) A Security Dispatcher worked 238 days without a license.
 - (n) A Dual Rate Table Game Shift Manager/Floor Supervisor worked 237 days without a license.
 - (o) A Heavy-Duty Cleaner worked 192 days without a license.
 - (p) A Dealer worked 187 days without a license.
 - (q) A Slot Ambassador worked 183 days without a license.

- (r) A Dealer worked 162 days without a license.
- (s) A Dealer worked 140 days without a license.
- (t) A 2nd Assistant Engineer worked 138 days without a license.
- (u) A Dealer worked 88 days without a license.
- (v) A F&B Bartender worked 79 days without a license.
- (w) A F&B Bartender worked 74 days without a license.
- (x) A Floor Supervisor worked 23 days without a license.

19. During the course of the investigation, the Gaming Agent also discovered that there were three (3) employees who were also expired on their 1-year renewal.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Horseshoe Hammond by and through its agents as described herein constitute a breach of IC 4-33, IC 4-38, 68 IAC, and/or Horseshoe Hammond's approved internal control procedures. The Commission and Horseshoe Hammond hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Horseshoe Hammond.

Horseshoe Hammond shall pay to the Commission a total of \$32,250 (\$4,250 for Count I, \$3,000 for Count II and \$25,000) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged in each Count 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, Horseshoe Hammond agrees to promptly remit payment in the amount of \$32,250 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 Horseshoe Hammond.

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

Greg Small

Greg Small, Executive Director
Indiana Gaming Commission

11/27/23

Date

William Gustafson

William Gustafson, General Manager
Horseshoe Hammond, LLC

22 Nov 2023

Date