

**ORDER 2023-21
IN RE SETTLEMENT AGREEMENT
CENTAUR ACQUISITION, LLC
d/b/a HORSESHOE INDIANAPOLIS
23-HI-01**

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

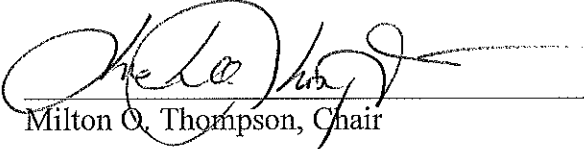
APPROVED

APPROVES OR DISAPPROVES

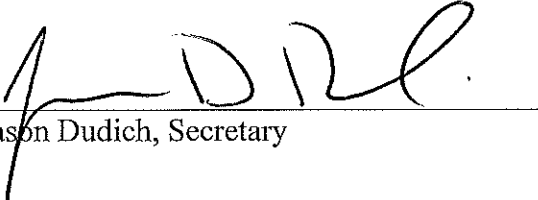
the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 9th DAY OF MARCH, 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
CENTAUR ACQUISITION, LLC)	23-HI-01
d/b/a HORSESHOE INDIANAPOLIS)	
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Greg Small and Centaur Acquisition, LLC d/b/a Horseshoe Indianapolis, (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 14-3-2(b) provides all playing cards must meet the following specifications:
 - (1) Unless otherwise provided in this article, all decks of cards must be one (1) complete standard deck of fifty-two (52) cards in four (4) suits. The four (4) suits shall be hearts, diamonds, clubs, and spades. Each suit shall consist of numerical cards from:
 - (A) two (2) to ten (10);
 - (B) a jack;
 - (C) a queen;
 - (D) a king; and
 - (E) an ace.
2. On November 26, 2022, an Assistant Table Games Shift Manager notified Gaming Agents that fifteen (15) playing cards were missing from the shuffler. The card shuffler went into error mode. The Dealer removed a jack of hearts from the deck. Approximately four (4) minutes later, the Dual Rate Floor Supervisor/Dealer obtained a new box of cards and took out two (2) decks of cards and placed them in the discard rack after a jack of hearts was removed to replace the damaged one (1) from the shuffler error. The shuffler jammed again, and the king of clubs was removed from the active deck and the other cards in the shuffler loader were placed in the discard rack with the cards from the new box. Surveillance was unable to determine how many cards remained in the loader at the time. A few minutes later, the three (3) of clubs was removed from the shuffler and then the king of clubs and three (3) of clubs were replaced with cards from the new deck which was in the discard rack. The three (3) replaced cards were placed in the shuffler.
3. The Dual Rate Floor Supervisor/Dealer ultimately removed the remaining new cards, and the damaged cards from the shuffler which were all sitting in the discard rack. The cards

were placed in the recently opened box with the other new cards. The cards were secured in a plastic bag.

4. Several hours later, a different Dual Rate Floor Supervisor/Dealer and Dealer began closing procedures for the table game. Surveillance identified that playing cards appeared to be missing. The cards were counted down. A Dual Rate Floor Supervisor/Dealer removed the cards stored in the plastic bag and counted down the box of cards from the plastic bag. Fifteen (15) cards were removed from the cards which were in storage and placed with the decks which were in the play at the table game. Both boxes of cards were secured in the pit podium. The table appeared to be operating without fifteen (15) playing cards for approximately five (5) hours.

COUNT II

5. 68 IAC 15-1-1(c) provides unless otherwise specified, casino licensees and casino license applicants shall maintain accounting records for a period of five (5) years within the state of Indiana. 68 IAC 15-10-5 provides the casino licensee shall establish policies and procedures for the even exchange of funds between two (2) casino cashiering areas or between a casino cashiering area and change banks, which shall include the following: (1) A designation of the occupational licensee who may process the even exchange transaction. (2) A description of the even exchange form and the required information and signatures. The form shall be at least a two (2) part form. (3) A description of the distribution of each part of the form. (4) Types of items allowed to be exchanged. (5) Requirement that security personnel must accompany the transfer of the funds between locations. (6) Any other policy or procedure deemed necessary by the executive director or commission to ensure compliance with IC 4-33, IC 4-35, and this title.
6. Horseshoe Indianapolis' approved internal control procedures, Y-6, describe the poker bank procedures.
7. On December 15, 2022, Surveillance notified Gaming Agents that a Dual Rate Floor Supervisor/Dealer failed to notify surveillance prior to conducting an even exchange between the Poker Bank and the Cage.
8. Surveillance coverage showed a Floor Supervisor began the paperwork for an even exchange in the Poker Cage. The Floor Supervisor assisted a patron and was interrupted by the Dual Rate Floor Supervisor/Dealer while performing the count for the even exchange. The Floor Supervisor resumed her counting using her cell phone calculator to complete the calculations. The Floor Supervisor took the cash from her drawer and placed it in the bank bag. The Floor Supervisor then placed the bank bag and even exchange form in her drawer. Once the Dual Rate Floor Supervisor/Dealer returned to the Poker Cage, the Floor Supervisor provided the Dual Rate Floor Supervisor/Dealer with the bank bag and even exchange form. The Floor Supervisor requested coverage for \$15,559 being transported to the employee service window. The Main Bank Cashier begins her review of the even exchange and discovered a discrepancy between the form and actual amount of cash. The Main Bank Cashier placed all the funds back into the bank bag with the even exchange form. The Dual Rate Floor Supervisor/Dealer left the Cage with the cash

without notifying surveillance. The Floor Supervisor subsequently completed a new even exchange form for the corrected amount. The Floor Supervisor then tore up the original paperwork and threw it in the trash.

COUNT III

9. 68 IAC 1-12.5-2(a)(1) provides a casino licensee shall submit a promotional event to the commission for approval or review at least fifteen (15) days prior to the promotional event if the promotional event is listed under sections [section] 1(d) or 1(e) of this rule.
10. 68 IAC 1-12.5-2(c) provides a submission for approval or review under subsection (a) must include the following: (1) A copy of the official rules. (2) A detailed description of the ways a patron can win. (3) A copy of the marketing materials. (4) A copy of documents used in the implementation of the promotional event. (5) The signature of the casino licensee's general manager or designee.
11. On December 27, 2022, Gaming Agents began an investigation into three (3) promotions that had taken place and had not been submitted correctly. The three (3) promotions were as follows: 1) Football Hot Seat, 2) Player Appreciation Day and 3) Tournament Points. All three (3) promotions were set to begin on December 1, 2022, and should have been submitted to the Commission for review and approval by November 16, 2022. The Football Hot Seat and Tournament Points promotion had not been requested for approval and ran without approval for the month of December 2022. The Player Appreciation Day promotion had not been requested for approval until December 27, 2022. All signs and advertisements for the promotions were set out on December 1, 2022.

COUNT IV

12. 68 IAC 15-12-3(c) provides if a live gaming device fill slip was erroneous, it shall be voided and a new live gaming device fill slip generated. The person voiding the fill slip shall indicate the reason the slip was voided and sign the slip. A voided live gaming device fill shall be retained and deposited into a locked accounting box.
13. On December 23, 2022, Surveillance notified Gaming Agents that an incorrect table fill occurred. The table fill requested \$20,000 in purple \$500 chips, however, the amount delivered to the table was \$10,000 in purple \$500 chips. The Dual Rate Floor Supervisor/Dealer discovered that the table fill was incorrect, however, the Dual Rate Floor Supervisor/Dealer does not void the fill slip. The fill is returned to the Cage where the Cage Cashier just added the missing chips to the fill. Horseshoe Indianapolis failed to follow proper procedures in voiding the fill and starting a new slip.

COUNT V

14. 68 IAC 15-6-4(b) provides vendors and visitors must report to security to complete the vendor and visitor log and to obtain a badge. When the vendor or visitor leaves the casino, the vendor or visitor must complete the appropriate portion of the log.

15. 68 IAC 15-6-4(e) provides the vendor and visitor log shall contain the following information:
 - (1) The name of the vendor or visitor.
 - (2) The company or organization the vendor or visitor represents.
 - (3) The date and time the vendor or visitor entered the casino.
 - (4) The purpose that necessitates the vendor or visitor entering the casino.
 - (5) The date and time that the vendor or visitor exits the casino. The casino licensee is responsible for instituting a policy that ensures that vendor and visitor badges are returned to the security department and accounted for when the vendor or visitor exits the casino.
 - (6) If the person is a visitor, the individual who authorized the visitor's presence in the casino.
 - (7) Any other information deemed necessary by the executive director or the commission to ensure compliance with IC 4-33, IC 4-35, and this title.
16. On January 24, 2019, the Commission issued a memorandum to all casino licensees on occupational licenses and the usage of the vendor log which states vendor and visitor badges are not to be utilized by those who hold or should hold an individual license. If individuals referenced above attempt to access the gaming floor using a vendor or visitor badge, casino staff should assist in the matter by refusing entry and directing the individuals to local Gaming Agents for assistance.
17. On November 11, 2022, Surveillance notified Gaming Agents that a visitor was escorted through the back of the house area by the Director of Marketing and did not have a visitor's badge. The guest was never taken by Security Dispatch to get a badge.
18. On December 16, 2022, Security notified Gaming Agents that an Amazon delivery person was found back of the house without a vendor/visitor badge. The delivery person entered the warehouse door that was unsecured and ran into a Sous Chef. The Sous Chef escort the delivery person through the warehouse to the interior warehouse door that enters into the back of the house. The Sous Chef appeared to provide directions to the delivery person but did not stay with her or escort her to Security Dispatch.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Horseshoe Indianapolis by and through its agents as described herein constitute a breach of IC 4-35, IC 4-38, 68 IAC and/or Horseshoe Indianapolis's approved internal control procedures. The Commission and Indiana Grand hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Horseshoe Indianapolis.

Horseshoe Indianapolis shall pay to the Commission a total of \$12,000 (\$1,500 for Count I, \$2,000 for Count II, \$4,500 for Count III, \$1,000 for Count IV and \$3,000 for Count V) and submit a corrective action plan for Count V due to the on-going issues with unbadged visitors and vendors 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 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.

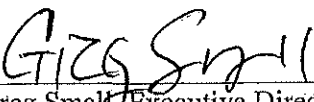
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Horseshoe Indianapolis agrees to: 1) promptly remit payment in the amount of \$12,000, 2) submit a corrective action plan for Count V due to the on-going issues with unbanded visitors and vendors and 3) 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.

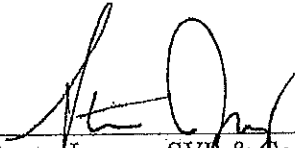
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by 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 Indianapolis.

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



Steven Jarmuz, SVP & General Manager
Centaur Acquisition, LLC

3/7/2023
Date

2/22/23
Date