

**ORDER 2016-206  
IN RE SETTLEMENT AGREEMENT  
CAESARS RIVERBOAT CASINO, LLC  
16-CS-02**

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

**APPROVED**

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APPROVES OR DISAPPROVES

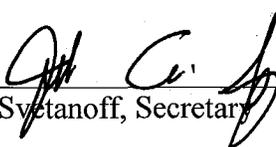
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 8<sup>th</sup> DAY OF SEPTEMBER, 2016.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Cris Johnston, Chair

ATTEST:

  
\_\_\_\_\_  
Joseph Svetanoff, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 )  
 ) **SETTLEMENT**  
**CAESARS RIVERBOAT CASINO, LLC** ) **16-CS-02**  
**d/b/a HORSESHOE CASINO HOTEL** )  
**SOUTHERN INDIANA** )

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Caesars Riverboat Casino, LLC d/b/a Horseshoe Casino Hotel Southern Indiana (“Horseshoe South”), (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) 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:
    - (3) Refuse wagers from and deny gaming privileges to any voluntarily excluded person.
    - (e) A casino licensee shall be subject to disciplinary action under 68 IAC 13 for failure to comply with the requirements of this section and the internal control procedures outlined under this section, including, but not limited to, the following:
      - (3) Failure to follow internal control procedures adopted under this rule.
2. Horseshoe Southern Indiana Internal Control K-17.2 states a voluntarily-excluded person will not be allowed to enter the non-gaming areas or be allowed to receive enticements or non-gambling related coupons or mailings such as hotel discounts.
3. On April 25, 2016, a Gaming Agent was contacted by a Security Officer regarding a VEP. The VEP told the Agent he was able to get a cash advance of \$400 earlier in the evening and when he attempted to receive a second cash advance he was denied. The VEP told the Agent he presented his identification on both occasions.
4. On May 21, 2016, a Gaming Agent was contacted by Security Dispatch regarding a possible VEP. The Agent confirmed that the person was a VEP and had signed up in March 2007 for a lifetime ban. The VEP told the Agent that he had received a player’s card over a year ago and had cashed in chips multiple times since receiving his card. The Agent investigated and found that the VEP was rated for play on the new account on March 3, 2015. On March 10, 2015, the VEP’s old player account was combined with

his new player's account and the message on the VEP's old account indicating that he was gaming prohibited was transferred to the new account.

## COUNT II

5. 68 IAC 11-3-6(c)(25) states difficulties in the soft count process shall be documented by the soft count supervisor or his or her designee as an appendix to the master gaming report and the bill validator report. The appendix shall be on a form prescribed or approved by the commission. Difficulties that shall be recorded include, but are not limited to, the following:
  - (A) Mechanical or technical difficulties with the equipment.
  - (B) Personnel problems that could affect the currency collection process or the soft count.
  - (C) Unusual situations, such as large number of drop boxes devoid of currency, coins, or chips.
  - (D) Reconciliation differences between the value that resulted from an independent count.
  
6. On April 29, 2016, an email notification was sent to the Commission's Deputy Director of Audit from a Cage employee regarding a NRT variance of \$5,780 related to that morning's soft count for the gaming date of April 28, 2016. Surveillance and Accounting were also notified. On April 30, 2016, Surveillance reviewed video of the soft count the morning of April 29, 2016 and found that the Count Room Manager mixed table game cash in with the NRT cash. When the Count Room Manager noticed his mistake, he removed the remaining table games funds from the currency counter. The cash from one table game was counted with the NRT cash. The Count Room Manager did not notify Surveillance of the issue and did not note it on the Master Gaming Report.

## COUNT III

7. 68 IAC 15-12-3(a) states live gaming device fills shall proceed in the following manner:
  - (4) Based on the information contained on the fill slip, the casino cashier shall prepare the proper denomination and amount of chips and sign the fill slip. The casino cashier shall sign the fill slip, summon a security officer, and present the chips and the fill slip to the security officer.
  - (5) The security officer shall verify that the denomination and amount of chips match the amount on the fill slip. The security officer shall sign the fill slip after verifying the chips match the fill slips. The security officer who begins the live gaming device fill must complete the process of witnessing, escorting, and signing the appropriate documentation to verify that the live gaming device fill was completed. If there is a discrepancy with the live gaming device fill, the same security officer who began the live gaming device fill must accompany the fill back to the cage to resolve the discrepancy.

(8) The appropriate level of occupational licensee shall count the chips that are received as a live gaming device fill to ensure the denomination and amounts received match the amount and denomination reflected on the fill slip.

(10) If the amounts in subdivision (4) do not agree, the fill slip shall not be signed and the discrepancy shall be resolved in accordance with the policy and procedure submitted in accordance with section 2(b)(8) of this rule. Surveillance shall be notified and the security officer shall return the chips and the fill slip to the casino cage.

8. On June 4, 2016, a Gaming Agent was notified by a Surveillance Lead of a table game fill error. On June 3, 2016, Table Games requested a fill which included \$2,000 in black chips. The Cage Cashier placed \$4,000 in black chips in the chip rack, which was \$2,000 over the requested amount. The Cage Cashier, Security Officer, Dealer and Table Games Floor Supervisor all signed the Fill Slip indicating the correct number of chips were sent to the table. The chips were placed in the table games' chip float and a copy of the signed paperwork was placed in the drop box. The error was not noted until the Cage Cashier was balancing her window and was \$2,000 short in black chips.
9. On June 24, 2016, a Gaming Agent was contacted by a Surveillance Officer in regards to a table fill error. The officer informed the Agent that approximately forty minutes earlier a table game fill was sent to the table with \$2,000 in black chips instead of the \$2,000 in green chips that were requested. The fill slip was signed by the Cage Cashier, Security Officer, Dealer and Table Games Floor Supervisor. The chips were placed in the table game float and a copy of the slip was placed in the drop box. A different Table Games Floor Supervisor noticed the error and contacted surveillance to review the incident.

#### **COUNT IV**

10. Pursuant to IC 4-33-9-12 and 68 IAC 1-11-1(c), a person who is less than twenty-one (21) years of age may not be present in the area of a riverboat where gambling is being conducted.
11. On April 21, 2016, a Gaming Agent was notified by a Surveillance Supervisor that an underage person passed through the turnstiles without presenting identification. The Agent reviewed surveillance video and found that the underage person walked past the Security Officer that was checking the identification of another person. The other Security Officer at the turnstiles appears to look in the direction of the underage person, but does not attempt to stop him.

#### **TERMS AND CONDITIONS**

Commission staff alleges that the acts or omissions of Horseshoe South by and through its agents as described herein constitute a breach of IC 4-33, 68 IAC and/or Horseshoe South's approved internal control procedures. The Commission and Horseshoe South hereby agree to a

monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Horseshoe South. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

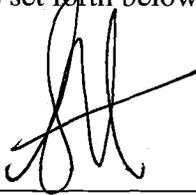
Horseshoe South shall pay to the Commission a total of \$10,500 (\$3,000 for Count I; \$2,500 for Count II; \$2,000 for Count III and \$3,000 for Count IV) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This 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, Horseshoe South agrees to promptly remit payment in the amount of \$10,500 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 South.

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



Sara Gonso Tait, Executive Director  
Indiana Gaming Commission

8/29/16  
Date



Bradley Seigel, Senior VP & GM  
Caesars Riverboat Casino, LLC

8-18-16  
Date