

**ORDER 2012-139  
IN RE SETTLEMENT AGREEMENT  
CAESARS RIVERBOAT CASINO, LLC  
12-CS-01**

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

Approves  
APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

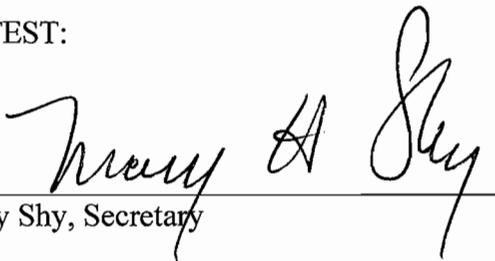
**IT IS SO ORDERED THIS THE 2nd DAY OF AUGUST, 2012.**

**THE INDIANA GAMING COMMISSION:**



\_\_\_\_\_  
Marc Fine, Vice-Chair

ATTEST:



\_\_\_\_\_  
Mary Shy, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>CAESARS RIVERBOAT CASINO, LLC</b>	)	<b>12-CS-01</b>
<b>d/b/a HORSESHOE CASINO HOTEL</b>	)	
<b>SOUTHERN INDIANA</b>	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton 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. 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.
2. On March 11, 2012, a Gaming Agent was contacted by a Security Supervisor in reference to an underage person gaining access to the casino floor. The underage person was able to enter the casino through the 31 and over line at the turnstiles.

**COUNT II**

3. 68 IAC 2-2-1(c) (2) states the following persons or business entities are required to hold a supplier's license. All manufacturers of: (A) electronic gaming devices; (B) chips; (C) tokens; (D) cards; (E) dice; (F) roulette wheels; (G) keno balls; (H) keno ball or number selection devices; (I) shuffling devices; and (J) any other equipment that the commission determines directly affects gaming; shall be licensed as a supplier. All suppliers under this subdivision shall be manufacturers of the devices listed in this subdivision.
4. 68 IAC 2-2-1(g) states that casino licensees shall not purchase goods or services covered by this rule from a person who does not hold a supplier's license issued by the commission.
5. On March 9, 2012, a Gaming Agent was notified by a Slot Technician that he had shipped ten Aristocrat Communication Boards to GAMETEK USA on February 2, 2012

to be repaired. On March 8, 2012, the Slot Technician sent a request to the Commission's EGD Compliance Manager to send 20 communication boards to GAMETEK USA for repairs, however, the request was denied since GAMETEK USA was not a licensed supplier. On March 14, 2012, it was also discovered that an order of five refurbished communication boards from GAMETEK USA had been overlooked. Two of these boards had been placed in slot machines and the others were found to be bad. The Commission's Director of Compliance directed Gaming Agents to confiscate the 5 refurbished communication boards and any machines with these boards to be shut down until they were equipped with hardware from a licensed supplier. The ten boards in possession of GAMETEK USA were to be returned, untouched and confiscated by Gaming Agents upon return to the casino.

### COUNT III

6. 68 IAC 11-3-6 (c) states the soft count team shall handle drop boxes in the following manner: (1) An individual drop box shall be selected and the identification label displayed to the surveillance camera. (2) The drop box shall be opened by the appropriate soft count team member, and the entire contents of the drop box shall be emptied onto the soft count table. (3) The inside of the empty drop box shall be held up for full view by the surveillance camera, and at least one (1) member of the soft count team shall verify that the drop box is empty. (4) The slide on the drop box shall be reset, and the door to the drop box shall be relocked. (5) If the drop box is from a live gaming device, documents shall be separated from the currency, coins, chips, and tokens. (6) The soft count team shall separate the currency, cash, chips, and tokens into individual denominations and count the currency, cash, chips, and tokens. The soft count team may, at its discretion, separate and count manually or by the use of a currency counter. Currency counters utilized by the casino licensee must be capable of displaying the result of the count.
  
7. On January 16, 2012, a Gaming Agent was contacted by a Surveillance Officer in regard to six "hot" cash boxes that had been placed back on the gaming floor. The Gaming Agent initiated his investigation by speaking with the Count Room Manager who informed the Gaming Agent that six machines had been dropped on January 15<sup>th</sup> in order to comply with a slot move submission. During the Count process, a Count Room Representative failed to remove the bills and ticket vouchers from these six cash boxes. The "hot" cash boxes were then placed in a cart for the scheduled drop on the 16<sup>th</sup>. A Surveillance review confirmed this and showed the cart containing the "hot" boxes along with several "cold" boxes being escorted to the floor for the morning drops on the 16<sup>th</sup>. The "hot" boxes were placed on the chairs of the machines that were to be dropped and remained there for approximately two minutes when an unidentified patron removed a hot box from one of the chairs so that he could play that slot machine. The patron played on the slot machine for six minutes before being instructed by Security to leave the area. A Count Room Attendant discovered the "hot" boxes during the drop. It was approximately two hours between the time the cart containing the drops boxes were placed on the casino floor and the discovery of the "hot" boxes. These six boxes failed to

show up on the Daily Slot Soft Count Comparison Report because the team member failed pull the header cards for processing. The six boxes were also considered extra boxes and were not on the scheduled drop sheet.

### **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 \$16,500 (\$1,500 for Count I; \$5,000 for Count II and \$10,000 for Count III) 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 \$16,500 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.



Ernest E. Yelton, Executive Director  
Indiana Gaming Commission

6-26-12

Date



Eileen Moore, General Manager  
Caesars Riverboat Casino, LLC

5/24/12

Date