

ORDER 2016-073
AN ORDER OF THE INDIANA GAMING COMMISSION
IN RE SETTLEMENT AGREEMENT
CAESARS RIVERBOAT CASINO, LLC dba HORSESHOE SOUTHERN INDIANA
16-CS-01

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

APPROVES

the proposed terms of the Settlement Agreement.

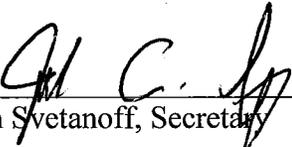
IT IS SO ORDERED THIS 24th DAY OF FEBRUARY, 2016.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
)
CAESARS RIVERBOAT CASINO, LLC) **SETTLEMENT**
d/b/a HORSESHOE CASINO HOTEL) **16-CS-01**
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 12-1-5.5 states Surveillance employees shall visually record the following events when they are known to occur on the property directly or indirectly owned or operated by a casino licensee:
(10) Movement of:
 (A) cash;
 (B) cash equivalents;
 (C) cards;
 (D) chips; or
 (E) dice;
on the casino floor.
2. On October 18, 2015, a Gaming Agent was notified by a Surveillance Officer that a Security Officer had completed a money escort with the Vault Cashier and failed to notify surveillance of the transfer.
3. On October 17, 2015, a Gaming Agent was notified by a Surveillance Supervisor regarding a Cage Cashier who sent out a table game fill of \$7,100 without notifying surveillance. It is standard procedure that the Cage employee contacts surveillance prior to a table game fill.
4. On November 2, 2015, a Gaming Agent was contacted by a Surveillance Officer regarding a Cage Supervisor who sent a \$6,020 fill to a table game without notifying surveillance.

COUNT II

5. 68 IAC 15-1-2 states the purpose of the accounting records and procedures is to ensure the following:
 - (1) The assets of the casino licensee or casino license applicant are safeguarded.
 - (6) That only authorized personnel have access to assets.

6. On November 2, 2015 a Gaming Agent was contacted by a Surveillance Officer regarding a transfer cart left in the hallway outside of the Soft Count Room. The Officer told the Agent that a Cage Cashier had left the cart in the hold hallway unlocked and unattended with \$67,890 cash inside the cart. Approximately four hours later a Cage Supervisor discovered the cart and called surveillance. The Cage Supervisor checked the cart due to the Cage Cashier showing a \$67,890 variance of funds in his NRT fills paperwork. The Agent reviewed surveillance coverage and verified the information. The Cage Cashier was given a written warning.

COUNT III

7. 68 IAC 6-3-4(a) states 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.

8. 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.

9. On October 21, 2015, a Senior Accounting Auditor informed a Gaming Agent that the casino paid a jackpot to a person enrolled in the Voluntary Exclusion Program ("VEP"). In his investigation the Agent found that the VEP won a \$1,500 jackpot and claimed he did not have his identification with him. The Casino Services Supervisor, Security Ambassador and Slot Attendant who responded filled out a "No ID" jackpot receipt and gave a copy of the receipt to the VEP. The VEP continued to gamble for approximately five hours before going to the cage with his identification and receipt. The Cage Operations Manager paid the VEP his jackpot. The Agent spoke to the Slot Operations Manager who stated that the person was checked for VEP status from the information the VEP gave when he won the jackpot. The VEP had given his real name, but a false date of birth and social security number. The VEP status was not checked when the VEP gave his identification at the cage to claim his jackpot. The casino has changed the procedure

for handling "No ID" jackpots and will check the status when the jackpot is won and claimed.

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 December 22, 2015 a Gaming Agent was notified by a Table Games Floor Supervisor that an underage person was at gaming table 203. The Agent proceeded to the table game and the Table Games Floor Supervisor handed the Agent the identification ("ID") of the underage person. The birthday on the ID indicated that the person was under the age of twenty-one. The Agent viewed surveillance coverage and found that the underage person presented an ID at the turnstiles. The Security Officer scanned the ID but did not appear to compare the ID to the underage person. The Agent reviewed the ID scan and found that the underage person had presented an ID that did not belong to him. The Agent was unable to locate the ID the underage person had presented at the turnstile. The Agent did note that the picture on the ID presented at the turnstile did not match the underage person.

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.

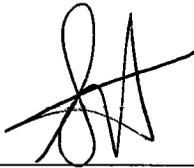
Horseshoe South shall pay to the Commission a total of \$11,500 (\$1,500 for Count I; \$4,000 for Count II; \$3,000 for Count III and \$3,000 for Count IV) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This 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 \$11,500 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

2/22/16

Date



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

2-16-16

Date