

**ORDER 2017-165
IN RE SETTLEMENT AGREEMENT**

**CAESARS RIVERBOAT CASINO, LLC d/b/a HORSESHOE CASINO HOTEL
SOUTHERN INDIANA
17-CS-02**

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 29th DAY OF SEPTEMBER, 2017.

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)	17-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 15-12-3(a) states live gaming device fills shall proceed in the following manner:
 - (1) The appropriate occupational licensee shall initiate a live gaming device fill by completing an input form. The input form is either carried to the casino cage or the information is electronically transmitted to the casino cage.
 - (2) The appropriate occupational licensee uses the input form to prepare and print a live gaming device fill slip.
 - (3) Surveillance shall be notified that a live gaming device fill is being processed.
 - (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.
 - (6) The casino cashier shall retain one (1) copy of the fill slip in the casino cage.
 - (7) The security officer shall transport the chips to the appropriate pit area.
 - (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.

(9) If the amounts in subdivision (4) agree, the occupational licensee who counted the fill shall sign the fill slip. The pit supervisor or the equivalent shall also sign the fill slip. A copy of the fill slip or the original shall be inserted into the drop box of the live gaming device that received the fill. A copy of the fill slip or the original fill slip shall be returned to the casino cage.

(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.

(b) The casino cashier or appropriate department shall use copies of the completed live gaming device fill slip to balance the cage. All completed live gaming device fill slips shall be used to complete the soft count.

2. Horseshoe South's Internal Control, C-9, describes Horseshoe South's policies and procedures complying with 68 IAC 15-12-3(a).
3. On February 18, 2017, a Surveillance Supervisor notified a Gaming Agent of an incorrect table fill. Surveillance coverage review showed that a table fill was requested for \$2,000 in green \$25 chips. The fill was completed with \$2,000 in black \$100 chips. A Cage Supervisor prepared the fill and the fill was signed and accepted by a Security Officer. The fill was also signed and accepted by a Table Games Supervisor at the table.
4. On February 24, 2017, a Surveillance Officer notified a Gaming Agent that a table fill was accepted at the wrong table. A review of surveillance coverage determined that a fill for table 201 was requested in the amount of \$1,660. However, that fill was delivered to table 501 by the Security Officer and signed and accepted by the Dealer and Floor Supervisor. The actual fill for table 501 requested \$11,640. When the table fill was delivered to table 501, they advised they had already received their fill.

COUNT II

5. 68 IAC 2-3-1(c)(1) states the following persons are required to hold an occupational license: (1) a person employed by the riverboat gambling operation and whose duties are to be performed on the riverboat.
6. 68 IAC 2-3-1(f) states an employee of a riverboat gambling operation who does not hold an occupational license shall not perform any duties on the riverboat at any time.
7. 68 IAC 2-3-9.2(d) states riverboat licensees must collect the identification badge issued by the commission to an occupational licensee when the occupational licensee's employment with the riverboat licensee is terminated for any reason. All identification badges collected by the riverboat licensee must be turned over to an enforcement agent within seven (7) days.

8. On March 22, 2017, a Gaming Agent was observing the casino floor when he saw a Cocktail Server working on the casino floor. The Gaming Agent knew that the Cocktail Server had been terminated in February. The Gaming Agent inquired when she had been reinstated and she stated about three weeks ago. She stated she went to the union and they were able to get her job back. The cocktail Server's employment had been terminated for touching the screen of a slot machine at the request of a guest.

The Gaming Agent checked the Occupational Licensing Database and determined that the Cocktail Server was still inactive which indicated her license had not been reinstated by the Commission. An HRIS Analyst acknowledged that he knew the Cocktail Server was going to be reinstated but he was going to be on vacation. The HRIS Analyst stated that Human Resources was supposed to complete her reinstatement form and have the Cocktail Server come to the Commission office to be reinstated, however, this never took place. The Beverage Manager returned her badge and authorized the Cocktail Server to return to work. The Cocktail Server returned to work on March 3, 2017. Additionally, when the Cocktail Server's employment was terminated in February, the casino failed to return the badge to the Gaming Agents as required.

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 \$7,000 (\$4,000 for Count I and \$3,000 for Count II) 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 the findings 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.

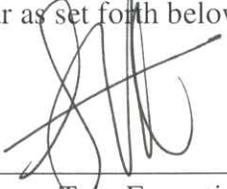
Upon execution and approval of this Settlement Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Settlement Agreement by the Commission, Horseshoe South agrees to promptly remit payment in the amount of \$7,000 and shall waive 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

9-25-17

Date



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

9-18-17

Date