

**ORDER 2017-206
IN RE SETTLEMENT AGREEMENT**

**CAESARS RIVERBOAT CASINO, LLC d/b/a HORSESHOE CASINO HOTEL
SOUTHERN INDIANA
17-CS-03**

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 16th DAY OF NOVEMBER, 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-03
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. IC 4-33-9-12 states 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. 68 IAC 1-11-1(c) states a person under twenty-one (21) years of age shall not be present in a casino.
3. On August 24, 2017, a Security Supervisor notified a Gaming Agent that he had a minor detained and the minor claimed he had been previously allowed on the casino floor using the same identification. A review the electronic scan system determined that the minor had been allowed entrance to the casino on August 12, 2017. When the minor’s license was scanned in the electronic scan system, the barcode showed a date a birth of December 10, 1978, showing him to be 38 years old, however, on the license it is prominently displayed in two locations that he was under the age of 21. The license also displayed the date that he would be turn 21 years old. On his second attempt to enter the casino, the Security Officer noted the under 21 on his license and stated that the minor did not look to be over 16 years of age.

COUNT II

4. 68 IAC 11-7-1(b) states for the purposes of this rule, “sensitive keys” means keys that either management or the commission considers sensitive to the casino licensee’s operation and therefore require strict control over custody and issuance. The term

includes keys that will allow access to currency, chips, electronic gaming devices or any item that would affect the integrity of a game.

5. 68 IAC 11-7-3(b) states sensitive keys shall be returned to custody and signed in by the same occupational licensee they were issued to unless there is a documented change of shift.
6. On September 9, 2017, Security notified a Gaming Agent that a Slot Tech had lost his sensitive keys, which maintained the electronic gaming devices (EGD) at the casino. Approximately 2.5 hours later, the keys were located by a Slot Attendant hanging in a lock at an EGD on the casino floor.

COUNT III

7. 68 IAC 14-2-2(a) states each live gaming device must have, at a minimum, the following:
(1) Each live gaming device must have a drop box attached to it that meets the following requirements: (A) One (1) lock that secures the contents of the drop box. (B) A separate lock that attaches the drop box to the live gaming device. The keys to the lock securing the contents of the drop box and attaching the drop box to the live gaming device must be separate. (C) A slot opening through which: (i) currency; (ii) coins; (iii) chips; (iv) forms; (v) records; and (vi) documents; can be inserted into the drop box. (D) Be equipped with a mechanical device that automatically closes and locks the slot opening upon removal of the drop box from the live gaming device. (E) Is attached to the side of the live gaming device table at which the dealer is located or at another location approved by the executive director. (F) Have the type of game, the shift, and the live gaming device table number to which the drop box is attached permanently imprinted on the drop box. The imprinted information must be clearly visible.
8. On September 20, 2017, a Security Supervisor notified a Gaming Agent that a table game was being operated without a cash drop box. Surveillance coverage determined that the drop team, which consists of two Security Officers, had collected the hot box from the table on September 20, 2017 and never replaced it with an empty one, as required. Approximately 14 hours later, a Table Games Supervisor realized that the table was missing a drop box and the cash was exposed while the table was open. Once the drop box was discovered missing, Security entered the soft count room, located the missing drop box and secured the money and drop box to the table.

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 \$4,500 (\$1,500 for Count I, \$1,500 for Count II and \$1,500 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 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 \$4,500 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



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

11/13/17

Date

11-3-17

Date