

ORDER 2018-157

IN RE SETTLEMENT AGREEMENT

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

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

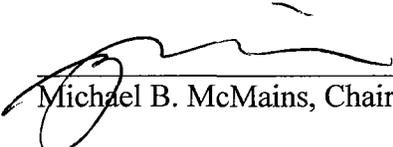
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

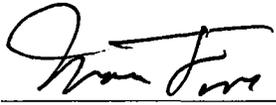
IT IS SO ORDERED THIS THE 13th DAY OF SEPTEMBER, 2018.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Marc Fine, Vice Chair

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
CAESARS RIVERBOAT CASINO, LLC) **18-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 enter into this settlement agreement (“Agreement”) 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:
(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... (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... (c) If a live gaming device fill slip was erroneous, it shall be voided and a new live gaming device fill slip generated. The person voiding the fill slip shall indicate the reason the slip was voided and sign the slip. A voided live gaming device fill shall be retained and deposited into a locked accounting box.
2. Horseshoe South’s approved internal control procedures, C-9, describe the procedures for table game fills.
3. On May 20, 2018, Surveillance notified Gaming Agents that an improper table fill was sent to a live gaming device. The fill was corrected and sent back to the cage, however, the cage did not void the paperwork and did not immediately notify surveillance of the error.
4. 68 IAC 15-12-4(8) states live gaming device credits shall proceed in the following manner: (8) In the presence of the security officer, the casino cashier shall verify that the denominations and amount of chips match the information contained on the credit slip.

5. Horseshoe South's approved internal control procedures, C-11, describe the procedures for table game credits.
6. On June 21, 2018, Surveillance notified Gaming Agents that the Cage Cashier did not verify a live gaming device credit when a credit for \$2,000 was received from a live gaming device. The Cage Cashier left the chips in the bird cage and placed it on the counter in the back of the house area of the cage.

COUNT II

7. IC 4-33-9-12(a) 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.
8. 68 IAC 1-11-1(c) states a person under twenty-one (21) years of age shall not be present in a casino.
9. On June 28, 2018, Surveillance notified Gaming Agents that an underage person was on the casino floor. A review of surveillance coverage indicated that the Security Officer did not request to see the underage person's identification upon entry into the casino.

COUNT III

10. 68 IAC 14-7-4(a) states before the initial use of the roulette wheel at a roulette table, the wheel shall be inspected and balanced by or in the presence of a gaming agent using a balancing level.
11. On May 16, 2018, a Gaming Agent went to the casino floor to perform a roulette wheel inspection. While reviewing the roulette inspection log, it was determined that the roulette wheels were not balanced on May 15, 2018.
12. 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.
13. On June 13, 2018, a Poker Supervisor notified Gaming Agents that a poker room table had been opened without a drop box. During the live gaming device drop on June 12,

2018, the drop box became stuck after it became overly full of dropped chips.. Horseshoe South was able to remove the box, but failed to insert the "cold" box.

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.

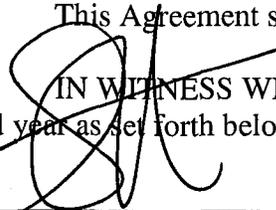
Horseshoe South shall pay to the Commission a total of \$9,500 (\$3,000 for Count I, \$4,500 for Count II and \$2,000 for Count III) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged 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 Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Horseshoe South agrees to promptly remit payment in the amount of \$9,500 and shall waive all rights to further administrative or judicial review.

This 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 Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Agreement shall be binding upon the Commission and Horseshoe South.

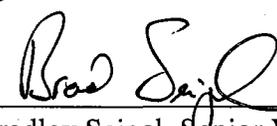
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date and year as set forth below.



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

Date

9-13-18



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

Date

9-1-18