

**ORDER 2019-53**

**IN RE SETTLEMENT AGREEMENT**

**CAESARS RIVERBOAT CASINO, LLC d/b/a HORSESHOE CASINO HOTEL  
SOUTHERN INDIANA  
19-CS-01**

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

**APPROVED**

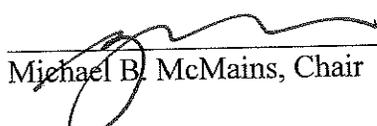
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APPROVES OR DISAPPROVES

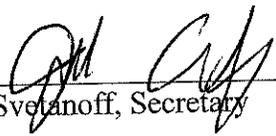
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 8<sup>th</sup> DAY OF MARCH, 2019.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Michael B. McMains, Chair

ATTEST:

  
\_\_\_\_\_  
Joseph Svetanoff, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>CAESARS RIVERBOAT CASINO, LLC</b>	)	<b>19-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 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 11-9-2(a) states the casino licensee or trustee shall submit to the executive director internal control procedures concerning the withholding of cash winnings from delinquent obligors in accordance with 68 IAC 11-1.
2. 68 IAC 11-1-3(c)(4) states that no casino licensee or casino license applicant may use an internal control procedure unless the internal control procedure has been approved, in writing, by the executive director.
3. 68 IAC 13-1-1(b)(2) and (3) states the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe the licensee is not complying with licensure conditions or is not complying with this Act or this title.
4. Horseshoe South's approved internal controls, E-33, describe the procedures for the Child Support Intercept Process.
5. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (CSADR) for November 2018. The results of this audit were that one (1) patron was not searched in the CSADR after winning a taxable jackpot.

**COUNT II**

6. 68 IAC 1-5-1 states a casino or supplier licensee shall provide a written notice to the executive director as soon as the casino or supplier licensee becomes aware of the

following: (1) a violation or apparent violation of a rule of the commission by any of the following: (A) the casino or supplier licensee.

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:
    - (2) Provide a process whereby gaming agents and security and surveillance are notified immediately when a voluntarily excluded person is detected in the gaming area of a casino.
    - (3) Refuse wagers from and deny gaming privileges to any voluntarily excluded person.
    - (5) Ensure that voluntarily excluded persons do not receive check cashing privileges or extensions of credit, whether directly through the casino licensee or operating agent, or through a supplier contracting with a casino licensee on property hired for the purpose of check cashing or extension of credit, or both.
8. Horseshoe South's approved internal control procedures, K-17, describe the procedures of the Voluntary Exclusion Program.
9. On November 29, 2018, Surveillance notified Gaming Agents that a participant in the Voluntary Exclusion Program (VEP) had been on property. A review of surveillance coverage determined that the VEP participant was able to obtain a cash advance in the amount of \$200. The VEP was discovered on property when the VEP attempted to get a second cash advance.

It was not until three (3) hour later that Gaming Agents were made aware that a VEP had been on property. It was confirmed that the VEP was an active participant and had a lifetime enrollment.

### COUNT III

10. 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.
11. 68 IAC 1-11-1(c) states a person under twenty-one (21) years of age shall not be present in a casino.
12. On January 24, 2019, Security notified a Gaming Agent that an underage person was on the casino floor. The Veridocs ID scanner identified that identification for an underage person had been scanned at the casino entrance. The underage person was identified on the casino floor and was determined to be twenty (20) years old. Gaming Agents reviewed the identification. The identification was vertical instead of horizontal and stated "under 21 until 12-13-19".

A review of surveillance coverage showed the Security Officer review the identification, run the identification through the Veridocs scanner and allow the underage patron to enter the casino.

#### COUNT IV

13. 68 IAC 14-3-2(a) states all playing cards utilized by a riverboat licensee or a riverboat license applicant must comply with this rule.
  - (b) All playing cards must meet the following specifications:
    - (1) Unless otherwise provided in this article, all decks of cards must be one (1) complete standard deck of fifty-two (52) cards in four (4) suits. The four (4) suits shall be hearts, diamonds, clubs, and spades. Each suit shall consist of numerical cards from:
      - (A) two (2) to ten (10);
      - (B) a jack;
      - (C) a queen;
      - (D) a king; and
      - (E) an ace.
14. On November 29, 2018, a Table Games Manager notified Gaming Agents that a playing card was missing from a deck of playing cards. Nineteen (19) hands were dealt prior to the discovery of the missing card. The missing card was discovered when the Dealer counted down the cards prior to being replaced by a new Dealer. The missing card was eventually located.

#### COUNT V

15. 68 IAC 15-12-3(a) dictates the manner in which live gaming device fills shall proceed.
16. Horseshoe South's approved internal controls, C-9, describe the procedures for table fills.
17. On January 11, 2019, a Surveillance Supervisor notified Gaming Agents that an incorrect table fill was conducted. That table fill issued was for \$3,200 and consisted of \$2,000 in black (\$100) chips, \$1,000 in green (\$25) chips and \$200 in red (\$5) chips. However, the fill was meant to contain \$200 in white (\$1) chips. The fill was completed by the Cage Cashier and signed off by the Security Officer, Dealer and Floor Supervisor.
18. On January 15, 2019, Surveillance notified Gaming Agents that an incorrect table fill was conducted. The table fill issued was \$5 short and was signed off on by the Dual Rate Floor Supervisor and then rejected when the error was discovered. The Dual Rate Floor Supervisor failed to notify surveillance that the error had occurred and that the fill would be returned to the cage.
19. On January 26, 2019, Surveillance notified Gaming Agents that a table fill was delivered to the wrong table and was not immediately discovered. The table fill was completed, delivered to the wrong table and accepted by the Dealer and Floor Supervisor. The incorrect fill was not discovered until the correct fill was delivered 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.

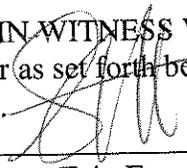
Horseshoe South shall pay to the Commission a total of \$9,000 (\$500 for Count I, \$1,500 for Count II, \$1,500 for Count III, \$1,500 for Count IV and 4,000 for Count V) and a submission of a corrective action plan for proper completion and verification of live gaming device fills in consideration 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.

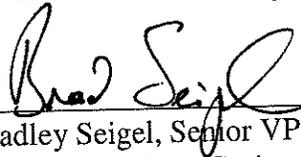
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Horseshoe South agrees to promptly remit payment in the amount of \$9,000 and shall waive all rights to further 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.

  
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Sara Gonso Tait, Executive Director  
Indiana Gaming Commission

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

3/5/19  
Date

2-25-19  
Date