

**ORDER 2023-139
IN RE SETTLEMENT AGREEMENT**

**HORSESHOE HAMMOND, LLC
23-HH-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 15th DAY OF SEPTEMBER, 2023.

THE INDIANA GAMING COMMISSION:



Milton Q. Thompson, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
HORSESHOE HAMMOND, LLC) **23-HH-03**

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Greg Small and Horseshoe Hammond, LLC ("Horseshoe Hammond"), (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 11-3-3(c)(2) provides that the casino licensee shall take the following security measures with respect to the soft count room. Access to the soft count room shall be restricted to the following individuals: (A) Members of the soft count team. (B) Members of the currency collection team. (C) Maintenance personnel and supervisors who are accompanied by security personnel for problem resolution. (D) The internal auditor or equivalent, accompanied by security personnel, to verify the accuracy of the count machine. (E) Security personnel in conjunction with official duties. (F) Main bank employees in conjunction with official duties reconciling the soft count. (G) Enforcement agents in the performance of official duties. (H) Individuals specifically authorized by the commission or enforcement agents.
2. 68 IAC 11-3-4(a) provides the casino licensee's security department shall maintain a soft count room log that will record ingress to and egress from the soft count room at all times. (b) An individual who enters and exits the soft count room shall complete the soft count log. (c) The soft count room log shall be maintained in the soft count room and shall contain the following information for each entry into and exit from the soft count room: (1) The name, title, and signature of the individual entering the soft count room. (2) The: (A) date; and (B) time; of ingress to and egress from the soft count room. (3) The reason for entry to the soft count room. (d) The security department shall make the soft count room log available to the enforcement agents for inspection upon request. (e) The soft count log shall be retained by the casino licensee for a period of one (1) year.
3. Horseshoe Hammond's approved internal control procedures, D-4, describe the soft count room characteristics.
4. On May 22, 2023, Security notified Gaming Agents that it was discovered that the count room door was unsecured. A review of surveillance coverage determined that Security escorted two (2) IT staff members into the count room at 3:40 p.m. All three (3)

individuals signed the count room log upon entry. Upon exiting eleven (11) minutes later, the individuals do not complete the count room log. At 4:24 p.m., the individuals returned to the count room without completing the count room log. At 4:43 p.m., the individuals exited the count room and signed the count room log. Security does not confirm that the count room door was secured properly. The count room door remained unsecured until 11:35 p.m., approximately seven (7) hours.

COUNT II

5. 68 IAC 15-12-3(a) provides the requirements for live gaming device fills.
6. On June 25, 2023, Surveillance notified Gaming Agents that a table fill error had occurred. The table fill was in the amount of \$15,370 and requested \$10,000 in black \$100 chips, \$4,500 in green \$25 chips, \$800 in red \$5 chips, \$40 in white \$10 chips and \$30 in quarters. The table fill was completed with \$10,000 in purple \$500 chips. The incorrect table fill was accepted by a Dealer and Floor Supervisor.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Horseshoe Hammond by and through its agents as described herein constitute a breach of IC 4-33, IC 4-38, 68 IAC, and/or Horseshoe Hammond's approved internal control procedures. The Commission and Horseshoe Hammond hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Horseshoe Hammond.

Horseshoe Hammond shall pay to the Commission a total of \$3,000 (\$1,500 for Count I and \$1,500 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged in each Count 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 Hammond agrees to promptly remit payment in the amount of \$3,000 and 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.

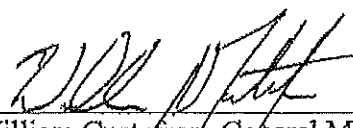
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

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

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



Greg Small, Executive Director
Indiana Gaming Commission



William Gustafson, General Manager
Horseshoe Hammond, LLC

9/7/2023
Date

Aug 24 2023
Date