

ORDER 2025-113  
IN RE SETTLEMENT AGREEMENT

CDITH, LLC  
d/b/a TERRE HAUTE CASINO RESORT  
25-TH-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 25<sup>th</sup> DAY OF SEPTEMBER, 2025.**

**THE INDIANA GAMING COMMISSION:**



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Marc Fine, Commissioner

ATTEST:



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Chris Creighton, Commissioner

STATE OF INDIANA  
INDIANA GAMING COMMISSION

IN RE THE MATTER OF: )  
CDITH, LLC d/b/a TERRE HAUTE ) SETTLEMENT  
CASINO RESORT ) 25-TH-01

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Joe B. Hoage and CDITH, LLC d/b/a Terre Haute Casino Resort (“Terre Haute”), (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**

1. 68 IAC 6-3-4(b)(1) provides the internal controls must, at a minimum, provide a plan for distributing the names and personal information of voluntarily excluded persons to appropriate personnel of the casino. The plan must allow, to a reasonable extent, appropriate employees of a casino licensee to identify a voluntarily excluded person when that person is present in a casino.
2. 68 IAC 6-3-4(e)(3) provides a casino licensee shall be subject to disciplinary action under 68 IAC 13 for failure to comply with the requirements of this section and the internal control procedures outlined under this section, including, but not limited to, failure to follow internal control procedures adopted under this rule.
3. Terre Haute’s approved internal control procedures, G-1, describe the Voluntary Exclusion Program.
4. On June 8, 2025, Gaming Agents conducted an audit of the Voluntary Exclusion Program (“VEP”) for the month of May 2025. It was identified that Terre Haute had a VEP with multiple accounts and only one (1) of the accounts was flagged. This error was corrected upon notification.

**TERMS AND CONDITIONS**

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

Terre Haute shall pay to the Commission a total of \$1,500 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in the

findings 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.

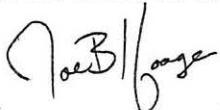
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Terre Haute agrees to promptly remit payment in the amount of \$1,500 and shall waive all rights to further administrative 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 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 Terre Haute.

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



Joe B. Hoage, Executive Director  
Indiana Gaming Commission

9/17/25

\_\_\_\_\_  
Date



Austin Muchemore  
Austin Muchemore, General Manager  
CDITH, LLC d/b/a Terre Haute Casino  
Resort

9.11.25

\_\_\_\_\_  
Date