## ORDER 2025-172 IN RE SETTLEMENT AGREEMENT

### CENTAUR ACQUISITION, LLC d/b/a HORSESHOE INDIANAPOLIS 25-HI-01

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 18th DAY OF DECEMBER, 2025.

THE INDIANA GAMING COMMISSION:

Brent Embrey, Chair

ATTEST:

Chuck Cohen. Commissioner

# STATE OF INDIANA INDIANA GAMING COMMISSION

IN RE THE MATTER OF:	)	
	)	<b>SETTLEMENT</b>
CENTAUR ACQUISITION, LLC	)	25-HI-01
d/b/a HORSESHOE INDIANAPOLIS	)	
	)	

### SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Joe B. Hoage and Centaur Acquisition, LLC d/b/a Horseshoe Indianapolis, (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. IC 4-35-7-2 provides except as provided in subsection (c), a person who is less than twenty-one (21) years of age may not be present in the area of a racetrack where gambling games are 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 20, 2025, Surveillance notified Gaming Agents that an underage patron had entered the casino and played at the Baccarat table. Upon review, the underage person was prevented entering the casino. The underage person left the property and returned an hour later to another entrance with an ID that was not theirs to gain access to the casino. The underage patron was able to play at the Baccarat table. When the patron was leaving the casino, Security personnel recognized the patron from earlier when the underage patron failed to gain access and requested a review from Surveillance.

#### TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Horseshoe Indianapolis by and through its agents as described herein constitute a breach of IC 4-35, IC 4-38, 68 IAC and/or Horseshoe Indianapolis's approved internal control procedures. The Commission and Indiana Grand hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Horseshoe Indianapolis.

Horseshoe Indianapolis 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 each Count of 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 Indianapolis 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 Horseshoe Indianapolis.

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

Joe B. Hoage, Executive Director Indiana Gaming Commission

Trent McIntosh, SVP & General Manager Centaur Acquisition, LLC

12/10/2025

Date