

ORDER 2015-199
AN ORDER OF THE INDIANA GAMING COMMISSION
IN RE SETTLEMENT AGREEMENT
CAESARS RIVERBOAT CASINO, LLC
d/b/a HORSESHOE SOUTHERN INDIANA
15-CS-03

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

APPROVES

the proposed terms of the Settlement Agreement.

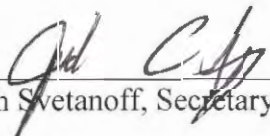
IT IS SO ORDERED THIS 12th DAY OF NOVEMBER, 2015.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
CAESARS RIVERBOAT CASINO, LLC)	15-CS-03
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 settle this matter 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. Pursuant to IC 4-33-9-12 and 68 IAC 1-11-1(c), 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.
2. On June 7, 2015 a Gaming Agent was contacted by a Security Officer regarding a ten year old person who had walked through the turnstile with his father. The Agent reviewed surveillance coverage and found the underage person and his father had walked through the turnstile. There were two Security Officers at the turnstiles and neither stopped the minor.
3. On June 24, 2015 a Gaming Agent was informed by a Security Manager that he was at the turnstile with a possible fraudulent identification (“ID”). The Agent met the Manager at the turnstiles and inspected the ID. The Agent noted the lack of any holograms and the photograph appeared to be cropped onto the ID card. The Agent took the person, who presented the ID, to the casino’s Command Center and found the legitimate ID in the person’s wallet. The legitimate ID confirmed that the person was under the age of twenty-one. While continuing to investigate, the Agent received a call from the Security Manager who stated that the underage person had been allowed to enter the casino earlier in the day.

COUNT II

4. 68 IAC 12-1-5(f)(6) states electronic gaming device surveillance must be capable of providing coverage of progressive games, including dedicated coverage of the following:
 - (A) Any electronic gaming device or group of electronic gaming devices with a possible jackpot payout in excess of fifty thousand dollars (\$50,000).
 - (B) The progressive display showing the incrementation of the progressive jackpot for an electronic gaming device or a bank of electronic gaming devices.

5. On March 25, 2008 Horseshoe Southern Indiana was granted a waiver allowing the delay of dedicated camera coverage for any progressive slot machines with an immediate jackpot of less than \$50,000, until the progressive display reads a minimum of \$40,000. The waiver was granted on the condition that the accounting/income audit department would be responsible for verifying daily that the incrementation was correct on all progressive machines.

6. On June 6, 2015, a Slot Performance Supervisor called a Gaming Agent for assistance to re-enable a game on a slot machine. The Supervisor informed the Agent that a Slot Technician had cleaned the fan and touch screen on the machine and the touch screen froze and would not properly calibrate. The Technician power cycled the machine and when it came back on it had gone into a “no game enable” mode. Two Gaming Agents went to the machine and met the Supervisor and Technician. The game was re-enabled; however when it re-enabled the progressives on the slot machine reset to the base amounts. The Slot Device System (“SDS”) Administrator was contacted and was not able to determine the amounts. The machine was placed out of service. On June 17, 2015 the machine was still out of service and the Commission in Indianapolis was notified to review the situation. On June 23, 2015 the Agent received an email from the Gaming Supervisor indicating that there was no way to determine the exact amount of the progressive meters for the slot machine. The Commission in Indianapolis approved for the casino to take the meter readings from the other 4 Gold Bar machines, use the meter readings from the slot machine with the largest total payout showing and reset the progressive amounts on the slot machine. The machine was placed back into service on June 23, 2015.

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. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

Horseshoe South shall pay to the Commission a total of \$13,000 (\$10,500 for Count I and \$2,500 for Count II) 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 herein. If the Commission subsequently discovers facts that give rise to additional or separate violations, which are not described herein, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described herein.

Upon execution and approval of this Settlement Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Settlement Agreement by the Commission, Horseshoe South agrees to promptly remit payment in the amount of \$13,000 and shall waive all rights to further administrative or judicial review.

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

This Settlement 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

11/10/19

Date

John D. Smith, General Manager
Caesars Riverboat Casino, LLC

10-22-16

Date