

ORDER 2018-156

IN RE SETTLEMENT AGREEMENT

**HORSESHOE HAMMOND, LLC
18-HH-03**

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

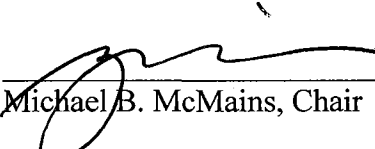
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.


IT IS SO ORDERED THIS THE 13th DAY OF SEPTEMBER, 2018.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Marc Fine, Vice Chair

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
HORSESHOE HAMMOND, LLC) **18-HH-03**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Horseshoe Hammond, LLC (“Horseshoe”) (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 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.
2. 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.
3. The Commission’s 24-hour Gaming Operation Plan for the Live Gaming Device “Hot” Drops require the following: 1) The Drop Team will consist of three Security Officers. 2) Play will be suspended at the end of the roll/hand once winnings are paid. 3) Table inventory is counted by Floor person or above and verified by the Dealer or Boxperson. The "closer" is placed in the drop box by Table Games Management personnel. 4) The boxes are exchanged by Security with the dropped box placed on the trolley. 5) Play is resumed and the process is continued with next "live table" until the entire drop is completed.
4. Horseshoe Hammond’s approved internal control procedures, D-3.1, describe the procedures of the live gaming device drop.
5. On May 8, 2018, Surveillance notified Gaming Agents that a Count Room Attendant removed the cash box out of a live gaming device while the game was active and the hand was still live. The dealer was still in the middle of a hand with patron when the cash box was removed.
6. On June 1, 2018, Surveillance notified Gaming Agents that a Count Room Attendant removed the cash box out of a live gaming device while the game was active and the

hand was still live. The dealer was still in the middle of a hand with patron when the cash box was removed.

7. 68 IAC 11-3-6(c) states the soft count team shall handle drop boxes in the following manner: (3) The inside of the empty drop box shall be held up for full view by the surveillance camera, and at least one (1) member of the soft count team shall verify that the drop box is empty.
8. On May 15, 2018, Surveillance notified Gaming Agents that a Count Room Rep failed to show an empty bill validator ("BV") Drop Box to another member of the count team staff on three (3) occasions to confirm the contents of the BV drop box had been removed.
9. On May 28, 2018, Surveillance notified Gaming Agents that a Count Room Rep failed to show an empty BV Drop Box to surveillance on three (3) occasions to confirm the contents of the BV drop box had been removed.
10. The Commission's 24-hour Gaming Operation Plan for the Slot Soft Drop require the following: 1) Security will define drop area/row/aisle. 2) After all patrons and non-drop team employees have been cleared from the designated drop area, Security will station themselves at opposite ends of the designated drop area. Security will prevent patrons and non-drop employees from entering the designated drop area while the bill validators are being collected. 3) Once the area is secured, the drop team member(s) will remove the bill validator from the slot machine base compartment and place the empty bill validator in the drop base. 4) Once the bill validators collected from this area are stacked and placed on the collection cart, security will conduct a visual sweep of the drop area and the trolley will be moved to the next designated slot drop area where the bill validator process will be repeated.
11. Horseshoe Hammond's approved internal control procedures, D-7.2, describe the procedures of the BV drop.
12. On June 7, 2018, Surveillance notified Gaming Agents that two (2) patrons walked through the secure designated drop area.
13. 68 IAC 11-3-3(c)(1) states no individual shall carry a pocketbook or other non-transparent container into the soft count room other than containers used in the soft count process.
14. Horseshoe Hammond's approved internal control procedures, D-5.1, describe the procedures of the soft count room.
15. On August 2, 2018 Surveillance notified Gaming Agents that a Soft Count Rep was eating out of a non-transparent bag of chips in the soft count room during the count process.

TERMS AND CONDITIONS

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

Horseshoe shall pay to the Commission a total of \$5,000 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 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 agrees to promptly remit payment in the amount of \$5,000 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.

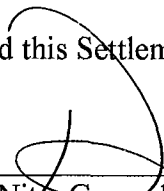
IN WITNESS WHEREOF, the Parties have signed this Settlement Agreement on the date and year as set forth below.



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

9/7/18

Date



Dan Nita, General Manager
Horseshoe Hammond, LLC

8/31/18

Date