

**ORDER 2024-33
IN RE SETTLEMENT AGREEMENT**

**HORSESHOE HAMMOND, LLC
24-HH-01**

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

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

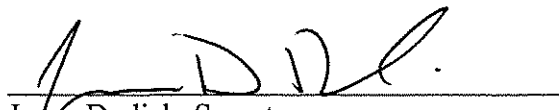
IT IS SO ORDERED THIS THE 21st DAY OF MARCH, 2024.

THE INDIANA GAMING COMMISSION:



Milton Thompson, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
HORSESHOE HAMMOND, LLC) **24-HH-01**

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 11-3-6(c)(2) & (3) provides that the soft count team shall handle drop boxes in the following manner: the drop box shall be opened by the appropriate soft count team member, and the entire contents of the drop box shall be emptied onto the soft count table. 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.
2. On November 28, 2023, Surveillance notified Gaming Agents that a violation occurred during the soft count process. A review of the surveillance coverage determined that a Count Room Rep placed a “hot” bill validator (BV) box in front of him. The Count Room Rep pulled out the BV box information ticket and then placed the BV box to the right of him and temporarily walked away. Prior to the Count Room Rep returning, another Count Room Rep took the BV box and placed it onto the cart. The second Count Room Rep did not look into the BV box prior to placing it on the cart. The error was later discovered by accounting as the electronic gaming device did not show as being counted.

COUNT II

3. 68 IAC 27-8-1(b) provides sports wagering kiosks shall be subject to the approvals and other requirements of 68 IAC 2-6.
4. 68 IAC 2-6-7(a) provides movements in the casino must be made and recorded in accordance with 68 IAC 17-1.
5. 68 IAC 17-1-2(d) provides casino licensees must notify the executive director, in writing, of the following information before moving an electronic gaming device on the floor of the casino: (1) The change in the position or location number of the electronic gaming device. (2) The new designation the electronic gaming device will have in the central

computer system. (3) Any other information deemed necessary by the executive director or the commission to ensure compliance with IC 4-33, IC 4-35, and this title.

6. On November 9, 2023, the Sports Book Manager notified Gaming Agents that patrons were using two (2) sports wagering kiosks ("SWK") that were roped off and not approved for use on the casino floor. A SWK move was approved in the Commission's Electronic Gaming Device system involving four (4) SWKs.
7. A review of surveillance coverage determined that all four (4) SWKs were roped off, however, two (2) of the four (4) SWKs were still in service and operable. Both SWKs had been played by multiple patrons. The SWKs should not have been placed into service until it was approved by Surveillance and Commission Gaming Agents. The Sportsbook Manager could not provide any explanation why his staff did not power down the SWKs.

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 \$2,500 (\$1,500 for Count I and \$1,000 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 \$2,500 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

3/14/24

Date



William Gusafson, General Manager
Horseshoe Hammond, LLC

3-13-24

Date