

ORDER 2018-112

IN RE SETTLEMENT AGREEMENT

**CAESARS RIVERBOAT CASINO, LLC d/b/a HORSESHOE CASINO HOTEL
SOUTHERN INDIANA
18-CS-01**

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

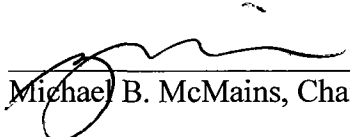
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

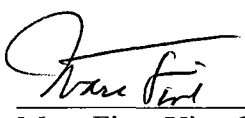
IT IS SO ORDERED THIS THE 28th DAY OF JUNE, 2018.

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**
CAESARS RIVERBOAT CASINO, LLC) **18-CS-01**
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 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. IC 4-33-9-12(a) states 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. 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 January 10, 2018, a Gaming Agent was notified that a minor had been found on the casino floor. Surveillance showed the minor present identification to the Security Officer. The Security Officer scanned and visually inspected the identification but the Security Officer was distracted by another patron and allowed the minor to enter the casino.

There was no record of the minor’s identification being scanned in the casino system. When Gaming Agents tested the identification scanner, the scanner was found to be only occasionally reliable. When Gaming Agents interviewed the minor, the minor stated that he told the Security Officer he was eighteen (18) years old. The minor produced two identifications to Gaming Agents, one of which was his current Kentucky state identification with a vertical layout (DOB of 5/16/99) and the second was an expired.

4. On March 31, 2018, Surveillance notified Gaming Agents that a minor had been found on the casino floor when the identification scanner notified surveillance that a person under 21 had their identification scanned at the turnstiles. The minor’s license also stated “turns 21 on 9/10/18”.

COUNT II

5. 68 IAC 15-12-3(a)(3) states live gaming device fills shall proceed in the following manner: Surveillance shall be notified that a live gaming device fill is being processed.
6. 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.
7. 68 IAC 13-1-1(b)(2)(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.
8. Horseshoe South's Internal Control Procedures, Section C-9, describes the procedure for live gaming device fills.
9. On March 31, 2018, Surveillance notified Gaming Agents that a Cage Cashier failed to notify Surveillance of a table fill in the amount of \$6,020.
10. On April 18, 2018, Surveillance notified Gaming Agents that a Cage Cashier failed to notify Surveillance of a table fill in the amount of \$6,700.

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.

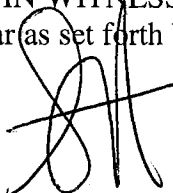
Horseshoe South shall pay to the Commission a total of \$9,000 (\$6,000 for Count I and \$3,000 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged 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 South agrees to promptly remit payment in the amount of \$9,000 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 South.

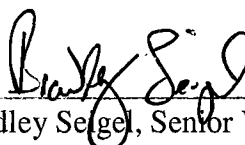
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date and year (as set forth below).



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

6/27/18

Date



Bradley Seigel, Senior VP & GM
Caesars Riverboat Casino, LLC

6-18-18

Date