

**ORDER 2018-111**

**IN RE SETTLEMENT AGREEMENT**

**HORSESHOE HAMMOND, LLC  
18-HH-02**

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

**APPROVED**

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APPROVES OR DISAPPROVES

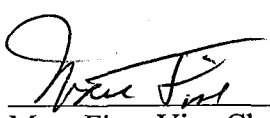
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 28<sup>th</sup> DAY OF JUNE, 2018.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Michael B. McMains, Chair

ATTEST:

  
\_\_\_\_\_  
Marc Fine, Vice Chair

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

|                               |   |                   |
|-------------------------------|---|-------------------|
| <b>IN RE THE MATTER OF:</b>   | ) |                   |
|                               | ) | <b>SETTLEMENT</b> |
| <b>HORSESHOE HAMMOND, LLC</b> | ) | <b>18-HH-02</b>   |
|                               | ) |                   |

**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**

**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 May 19, 2017, Security notified a Gaming Agent that a minor had been allowed on the casino floor. The minor entered the casino with her mother. The minor was 18 years old. Surveillance confirmed that the minor and her mother walked by the Security Officer who appeared to acknowledge them and allowed them to enter the casino.
4. On May 27, 2017, Security notified a Gaming Agent that a minor had been allowed on the casino floor. The minor was 20 years old and entered amongst a group of patrons. The minor was not asked for their identification.
5. On January 22, 2018, Surveillance notified Gaming Agents that a minor had been allowed entry into the casino. The minor was 12 years of age and with his parents. The minor and his parents walked past the Security checkpoint without being stopped by Security. The Security Officer was talking to another patron at the time.
6. On February 20, 2018, Security requested a Gaming Agent report to the Security Interview Room. The Gaming Agent met with a Hammond Police Department Captain who is also employed as a Horseshoe Security Officer. The Captain advised he was transporting two (2) individuals who were passengers in a stolen vehicle back to the casino to arrange for transportation since they were not being charged. The Captain advised while in route to the casino he determined one (1) of the individuals was a minor

and had been on the casino property prior to entering the stolen vehicle. The minor was seventeen (17) years old.

Surveillance confirmed that the minor attempted to enter the casino at the Marina entrance and his identification was rejected by Security. Approximately ten (10) minutes later, the minor presented identification at the Pavilion boarding entrance. The Security Officer interacted with the minor for a minute and half which involved the Security Officer requesting the minor to remove his hood. The Security Officer held up the identification and looked at the minor. The minor was eventually allowed entry utilizing an expired identification of his friend. The minor did not resemble the photograph on the identification card provided.

7. On February 26, 2018, a Gaming Agent was processing a criminal violation when it was discovered that the suspect was a minor. The minor entered at the Marina Boarding Entrance. He presented an identification that did not belong to him. The identification was validated with the Veridocs Scanner. The Security Officer asked the minor some questions and made eye contact with him. The minor was allowed entry onto the casino floor. The minor did not resemble the photograph on the identification card provided.
8. On March 16, 2018, Security notified Gaming Agents that a minor was found in the Venue. Security was checking on vendors attempting to gain entrance into the Venue when two (2) guests were observed walking with the Venue Production Manager, one (1) of which was a young female. When Security questioned the female's age, it was determined she was twenty (20) years old. The female was with the band performing at the Venue that evening. The minor and band members had not been badged or identified when they entered the property due to their late arrival. The Director of Entertainment advised that the Venue Production Manager was responsible for checking identification and verifying the age of the individuals entering the Venue.

## COUNT II

9. 68 IAC 6-3-4(a) state each casino licensee and casino license applicant shall establish internal control procedures for compliance with this rule, which shall be submitted and approved under 68 IAC 11. (b) The internal controls must, at a minimum, address the following:
  - (3) Refuse wagers from and deny gaming privileges to any voluntarily excluded person.
  - (5) Ensure that voluntarily excluded persons do not receive check cashing privileges or extensions of credit, whether directly through the casino licensee or operating agent, or through a supplier contracting with a casino licensee on property hired for the purpose of check cashing or extension of credit, or both.
10. Horseshoe's Internal Control Procedures, Section K-5.1 describes the procedure for the Voluntary Exclusion Program (VEP).

11. On March 9, 2018, Gaming Agents were notified that a VEP had received a credit card advance on March 3, 2018. The VEP received a credit card advance in the amount of \$1,430.00 at the Main Cage. The Cage Cashier acknowledged that she did the credit card advance for the VEP and failed to notice the screen said that the VEP was gaming prohibited. This is the seventh cash advance in a six month period.

### **COUNT III**

12. 68 IAC 14-3-2(a) states all playing cards utilized by a riverboat licensee or a riverboat license applicant must comply with this rule.
  - (b) All playing cards must meet the following specifications:
    - (1) Unless otherwise provided in this article, all decks of cards must be one (1) complete standard deck of fifty-two (52) cards in four (4) suits. The four (4) suits shall be hearts, diamonds, clubs, and spades. Each suit shall consist of numerical cards from:
      - (A) two (2) to ten (10);
      - (B) a jack;
      - (C) a queen;
      - (D) a king; and
      - (E) an ace.
13. On February 17, 2018, the Assistant Shift Manager of Table Games notified Gaming Agents of a missing card. During play, the card shuffler experienced an elevator jam and damaged three (3) cards. The shuffler received maintenance at the podium. The jam was cleared and the cards replaced. The shuffler was returned to the table and play continued. A red light displayed on the shuffler and the Dealer informed the Floor Supervisor. The Floor Supervisor cleared the red light and allowed the shuffler to complete the card cycle rather than counting the cards down. The entire six deck shoe was dealt with the missing two (2) of spades which was later discovered in the podium well.
14. On March 4, 2018, the Poker Room Manager notified Gaming Agents that a card was missing from a deck in the Poker Room. The Gaming Agent was informed that a King of Diamonds was missing during a Poker Tournament. Eleven (11) hands were played from the deck with the missing card.

### **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.

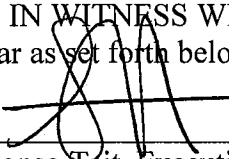
Horseshoe shall pay to the Commission a total of \$31,500 (\$19,500 for Count I, \$10,500 for Count II and \$1,500 for Count III) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this Agreement. This Agreement extends only to 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 agrees to promptly remit payment in the amount of \$31,500 and shall waive all rights to further administrative or judicial review.

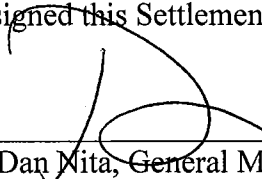
This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Agreement 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

6/27/18  
Date

  
\_\_\_\_\_  
Dan Nita, General Manager  
Horseshoe Hammond, LLC

6/25/18  
Date