

**ORDER 2024-169
IN RE SETTLEMENT AGREEMENT**

**CENTAUR ACQUISITION, LLC d/b/a HORSHOE INDIANAPOLIS
24-HI-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 19th DAY OF DECEMBER, 2024.

THE INDIANA GAMING COMMISSION:



Joseph R. Heerens, Chair

ATTEST:



Michael E. Williams, Commissioner

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
CENTAUR ACQUISITION, LLC)	24-HI-03
d/b/a HORSESHOE INDIANAPOLIS)	
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Dennis Mullen and Centaur Acquisition, LLC d/b/a Horseshoe Indianapolis, (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 15-10-5 provides the casino licensee shall establish policies and procedures for the even exchange of funds between two (2) casino cashiering areas or between a casino cashiering area and change banks.
2. Horseshoe Indianapolis’ approved internal control procedures, C-9, describe the procedures for even exchanges.
3. On May 18, 2024, Surveillance notified Gaming Agents that an incorrect even exchange occurred between the Poker Cage and a Live Gaming Device. The even exchange was \$100 short. A review of surveillance coverage confirmed that a Floor Supervisor arrived at the Poker Cage with eight (8) one hundred (\$100) dollar bills and five (5) twenty (\$20) dollar bills. The Cage Cashier counted the money and exchanged it for six (6) one hundred (\$100) dollar black chips, twenty (20) five (\$5) dollar red chips and one hundred (100) one (\$1) dollar white chips. These chips totaled eight hundred (\$800) dollars; one hundred (\$100) dollars short. The Floor Supervisor and Cage Cashier failed to properly verify the even exchange.
4. On July 12, 2024, Surveillance notified Gaming Agents that an even exchange was \$500 short. A review of surveillance coverage confirmed that a Cage Cashier began processing an even exchange that should have contained ten thousand (\$10,000) dollars in black one hundred (\$100) dollar chips, fifteen thousand (\$15,000) dollars in red five (\$5) dollar chips, three thousand (\$3,000) dollars in white one (\$1) dollar chips, and one hundred (\$100) dollars in one (\$1) dollar bills. The even exchange contained two thousand five hundred (\$2,500) dollars in white one (\$1) dollar chips, making the exchange five

hundred (\$500) dollars short. Two (2) Cage Cashiers failed to properly verify the even exchange.

COUNT II

5. 68 IAC 11-1-2(1) provides that the procedures of the internal control system are designed to ensure assets of the casino licensee are safeguarded.
6. 68 IAC 15-1-2(1) provides the assets of the casino licensee are safeguarded.
7. Horseshoe Indianapolis's approved internal controls, K-7, describes the requirements for surveillance.
8. On June 12, 2024, Surveillance notified Gaming Agents that a Security Officer and a Main Bank Cashier failed to notify Surveillance prior to moving funds on the casino floor. A review of surveillance coverage showed a Security Officer escorted a Main Bank Cashier to an NRT kiosk to complete a fill.

COUNT III

9. IC 4-35-7-2 provides except as provided in subsection (c), a person who is less than twenty-one (21) years of age may not be present in the area of a racetrack where gambling games are conducted.
10. 68 IAC 1-11-1(c) states a person under twenty-one (21) years of age shall not be present in a casino.
11. On April 25, 2024, Casino Dispatch notified Gaming Agents that a patron was attempting to enter the casino floor with a fake identification ("ID"). Upon review of the ID, it was determined that the underage person was attempting to gain access to the casino with her mother's ID. When the Gaming Agents spoke with the underage person, she admitted to being on the casino floor earlier in the day and gambling.
12. On May 29, 2024, Security notified Gaming Agents that a patron may have been attempting to use another person's ID to enter the casino. The picture on the passport presented to Security did not match the person presenting the ID. The owner of the passport was on property and admitted to allowing the underage person to use the passport. Further review determined that the passport was run through Veridocs on May 22, 2024, and was being used by the underage person. A review of surveillance coverage confirmed that the underage person entered the casino on May 22, 2024, using the passport in question. The underage person gambled at various EGD's while on property.

COUNT IV

13. 68 IAC 2-6-2(a) requires that the following may not be used for gaming by any casino licensee prior to the executive director, or the executive director's designee, authorizing

their inclusion in the commission's online database of approved items and technologies:
(1) Electronic gaming devices ("EGD") and any component parts material to gaming activity, including, but not limited to, the following: (A) Random number generators. (B) All game media.

14. Horseshoe Indianapolis' approved internal control procedures, E-1, describe the characteristics of an EGD.
15. On May 29, 2024, the Gaming Agent Supervisor was performing an audit of EGDs when he discovered that six (6) EGDs were operating with revoked software. Commission records show the software was revoked on September 22, 2017, and should have been replaced by October 22, 2017. Additionally, an extension was granted on replacing the revoked software until November 21, 2017, by Commission staff. The Commission's electronic gaming device system records confirmed that Horseshoe Indy replaced revoked software on these EGDs in 2017. The audit by the Gaming Agent Supervisor determined that the payable eeprom had been updated correctly, however, there was additional software in the EGD that had been revoked and not replaced.

COUNT V

16. 68 IAC 6-3-4(a) provides each casino licensee shall establish internal control procedures for compliance with this rule.
17. 68 IAC 6-3-4(b)(3) provides that the casino licensees internal control procedures shall ensure that the casino refuses wagers from and denies gaming privileges to any voluntarily excluded person.
18. 68 IAC 6-3-4(e)(3) provides a casino licensee shall be subject to disciplinary action under 68 IAC 13 for failure to comply with the requirements of this section and the internal control procedures outlined under this section, including, but not limited to, failure to follow internal control procedures adopted under this rule.
19. Horseshoe Indianapolis' approved internal control procedures, M-1, describes the Voluntary Exclusion Program.
20. On May 22, 2024, a Slot Shift Manager notified Gaming Agents that while processing a jackpot a Slot Attendant identified that the winning patron was a participant in the Voluntary Exclusion Program ("VEP"). The patron was confirmed to be VEP with a lifetime exclusion. The jackpot was forfeited per the rules of the VEP. The VEP participant subsequently advised the Gaming Agents that she had previously been awarded a jackpot on April 28, 2024. Further review indicated that the VEP participant was in fact paid a jackpot in the amount of \$2,430.64 on the date in question. The Slot Attendant failed to search the VEP by her hyphenated last name.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Horseshoe Indianapolis by and through its agents as described herein constitute a breach of IC 4-35, IC 4-38, 68 IAC and/or Horseshoe Indianapolis's approved internal control procedures. The Commission and Indiana Grand hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Horseshoe Indianapolis.

Horseshoe Indianapolis shall pay to the Commission a total of \$18,500 (\$2,000 for Count I, \$1,000 for Count II, \$7,500 for Count III, \$3,000 for Count IV and \$5,000 for Count V) 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 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.

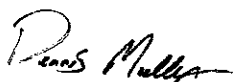
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Horseshoe Indianapolis agrees to promptly remit payment in the amount of \$18,500 and shall waive all rights to 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 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 Indianapolis.

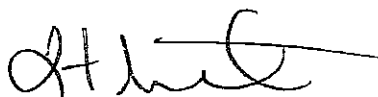
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



Dennis Mullen, Executive Director
Indiana Gaming Commission

12/4/24

Date



Trent McIntosh, SVP & General Manager
Centaur Acquisition, LLC

12/03/24

Date