

**ORDER 2024-171
IN RE SETTLEMENT AGREEMENT**

**CDITH, LLC d/b/a TERRE HAUTE CASINO RESORT
24-TH-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 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
CDITH, LLC d/b/a TERRE HAUTE CASINO RESORT)	24-TH-01

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Dennis Mullen and CDITH, LLC d/b/a Terre Haute Casino Resort (“Terre Haute”), (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 15-12-3 provides the requirements for live gaming device fill procedures.
2. 68 IAC 15-12-4 provides the requirements for live gaming device credit procedures.
3. Terre Haute’s approved internal controls, K-9, describe the procedures for the issuance of computerized fills to gaming tables
4. Terre Haute’s approved internal controls, K-10, describe the procedures for manual fills.
5. On May 7, 2024, Surveillance notified Gaming Agents that a live gaming device (“LGD”) fill was delivered to an incorrect table after identical LGD fill orders were placed for two (2) tables. A review of the surveillance coverage found that a Security Officer delivered one (1) of the fills to the incorrect table where it was accepted and signed for by both a Dealer and a Dual Rate Supervisor/Dealer without proper verification.
6. On June 30, 2024, Surveillance notified Gaming Agents of an incorrect table fill that had occurred. A review of the surveillance coverage found that a Cage Representative had incorrectly prepared a table fill, Security signed off on the fill and the fill was accepted and signed for by both a Dealer and a Floor Supervisor.
7. On June 30, 2024, a Security Manager notified Gaming Agents that the Security Manager had removed chips from a LGD and brought them to the main bank. The Security Manager also stated that they were told the Gaming Agents were aware of the situation and had approved the movement of the chips. A review of the surveillance coverage found that the Security Manager was called to the employee bank and advised to go to the table to retrieve the chips. The Security Manager took a birdcage to the LGD where a Dealer took out the chips and a Dual Rate Shift Manager confirmed the amount which

was then placed in the birdcage. After retrieving the chips, the Security Manager took the birdcage to the employee bank and gave it to a Cage Services Representative who accepted and placed the chips into the main bank.

8. After the incident, Gaming Agents spoke with the Security Manager to get more information about the incident. The Security Manager stated that a Cage Services Shift Manager had told the Security Manager that the chips needed to be retrieved from the LGD due to a voided table fill. The Security Manager had asked the Cage Services Shift Manager about paperwork, who stated that there was not any and that a Table Games Assistant Shift Manager was aware of the situation. The Security Manager believed that they would be told more information when they got to the LGD, which they were not. After the Security Manager collected the chips, they then asked about paperwork again for the LGD credit and were advised again there was not any paperwork.

COUNT II

9. 68 IAC 15-2-6 describes the requirements for currency transaction reports and multiple currency transactions.
10. Terre Haute's approved internal control procedures, C-1, provides the requirements for reportable transactions
11. On May 30, 2024, Terre Haute's Director of Compliance notified Gaming Agents via email regarding a Currency Transaction Report ("CTR") violation that had occurred. Compliance provided that a Cage Cashier had paid out \$20,000 to a patron without validating his social security number ("SSN"). Gaming Agents spoke with the Cage Services Supervisor who provided that the customer information form was completed, but the fifth digit of the patron's SSN was not legible. When the patron was asked if the number that was illegible was a zero, they stated that it was. This could not be verified in the TINCheck software. Rather than halting the transaction, it was completed. Additionally, the Cage Services Supervisor stated that they had been busy, and the patron's gruff attitude and slow compliance was the reason for continuing the transaction.
12. On June 14, 2024, a Table Games Manager notified Gaming Agents of a CTR reporting violation that had occurred the previous day.
13. On June 13, 2024, a Table Games Supervisor observed a patron buying in at \$3,000 and proceeded to review the patron's previous transactions that day. The Table Games Supervisor found that the patron had already bought in for an amount that, combined with the \$3,000, would have exceeded the \$10,000 limit for CTR reporting, and the patron did not have an SSN. The patron advised that they only had a Chinese Passport. At this point, the Table Games Supervisor advised the Dealer working with the patron to hold off on giving the patron the chips until they could speak with the Table Games Assistant Shift Manager, as the Table Games Supervisor was unsure if the passport was adequate identification. Both the Table Games Supervisor and the Table Games Assistant Shift Manager were unsure if the passport was sufficient. The Table Games Assistant Shift

Manager then spoke with the patron and advised them to only buy-in with an amount that would not exceed the \$10,000 limit so that a CTR could be avoided. The Table Games Assistant Shift Manager then told the Dealer to return the amount of money that would exceed the limit back to the patron.

14. On June 3, 2024, Terre Haute's Director of Compliance notified Gaming Agents of a possible CTR violation. A review of the surveillance coverage found that a patron had bought in for \$5,000. Approximately twenty (20) minutes later, the patron placed a \$2,700 wager at a Blackjack table. The patron then bought in again for an additional \$5,000, bringing the total buy in to \$10,000. During play at the Blackjack table, the patron attempted to buy in in for an additional \$200.
15. A Table Games Supervisor who was on the phone with Surveillance at the time, noticed the additional buy in and then appeared to instruct the Dealer to give the patron his \$200 back to avoid exceeding CTR limits. The patron had bought in for \$10,000 without providing tax information for the CTR.
16. On July 29, 2024, Surveillance notified Gaming Agents of a CTR violation. A review of the surveillance coverage found that on July 28, 2024, a patron cashed out for a total of \$5,700.
17. On July 29, 2024, approximately six (6) hours later, the patron was observed cashing out for a total of \$7,000, exceeding the CTR limit. The patron only provided his player's card and did not provide an SSN. The payout was verified by a Cage Services Supervisor. Transactions are aggregated within a single gaming day, which is 6:00 a.m. to 5:59 a.m. This means that the patron cashed out for a total of \$12,700 and CTR procedures were not followed.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Terre Haute by and through its Agents as described herein constitute a breach of IC 4-33, IC 4-38, 68 IAC and/or Terre Haute's approved internal control procedures. The Commission and Terre Haute hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Terre Haute.

Terre Haute shall pay to the Commission a total of \$13,500 (\$4,500 for Count I and \$9,000 for Count I) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in the findings 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, Terre Haute agrees to promptly remit payment in the amount of \$13,500 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 Terre Haute.

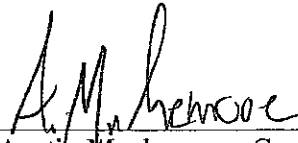
IN WITNESS WHEREOF, the Parties have signed this Settlement Agreement on the date and year as set forth below.



Dennis Mullen, Executive Director
Indiana Gaming Commission

12/11/24

Date



Austin Muchemore, General Manager
CDITH, LLC d/b/a Terre Haute Casino
Resort

11.19.24

Date