

**ORDER 2024-87
IN RE SETTLEMENT AGREEMENT**

**HORSESHOE HAMMOND, LLC.
24-HH-02**

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 20th DAY OF JUNE, 2024.

THE INDIANA GAMING COMMISSION:


Milton O. Thompson, Chair

ATTEST:


Marc Fine, Commissioner

**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 11-1-2(1) provides the procedures of the internal control system are designed to ensure the assets of the casino licensee are safeguarded.
2. 68 IAC 11-3-5 provides the procedures for currency collection.
3. Horseshoe Hammond’s approved internal controls, E-15.1, describes procedures for emergency bill validator drop box pick-ups.
4. On January 11, 2024, Security notified Gaming Agents that a Slot Tech was putting “cold” bill validator (“BV”) boxes in electronic gaming devices (“EGD”) and found a “hot” BV box in the BV box cart. The “hot” BV box had a yellow tag on it, indicating it was assigned to an EGD. An investigation, including a surveillance review, found there was an emergency drop box exchange on January 10, 2024. Horseshoe’s Emergency BV Drop Log indicated that a Slot Tech performed an emergency drop on three (3) EGD’s. Only two (2) of the three (3) “hot” BV boxes were deposited correctly in the depository box from outside the locked storage area in the hold of the vessel and the third box was left inside the BV box cart. The Slot Tech and a Security Ambassador returned the box cart and left it, with the unsecured “hot” BV box inside. Approximately three (3) hours and fifty-two (52) minutes later, a Slot Tech took the box cart to the casino floor and found the “hot” BV box while inserting “cold” BV boxes into EGD’s.

COUNT II

5. 68 IAC 11-7-1(b) provides for the purposes of this rule, “sensitive keys” means keys that either management or the commission considers sensitive to the casino licensee’s operation and therefore require strict control over custody and issuance.

6. 68 IAC 11-7-3(b) provides that sensitive keys shall be returned to custody and signed in by the same occupational licensee they were issued to unless there is a documented change of shift.
7. Horseshoe Hammond's approved internal controls, B-9.2, describes procedures for Electronic Key Log.
8. On January 12, 2024, Surveillance notified Gaming Agents that a Security Officer found sensitive keys sitting unattended on a hand sanitizer on the wall near the employee exit. A review of Surveillance coverage found that a Slot Technician placed her sensitive keys on top of the hand sanitizer and proceeded to security control to pick up a pizza, leaving the sensitive keys unattended for approximately twenty (20) minutes. The key ring had one (1) sensitive key for a slot machine main door.
9. On March 29, 2024, Security notified Gaming Agents that sensitive keys were left unattended on property. A Cage Cashier entered Well 2, where Cage personnel manages the slot jackpot kiosk, and placed her keys on a table. The keys remain unattended until they were noticed by a Slot Dual Rate Supervisor. The keys were left unattended for approximately forty (40) minutes. This key set contained a key for the pad lock for the cash drawer and also to the Main Cage door.
10. On April 16, 2024, Surveillance notified Gaming Agents that a sensitive key was left unattended on property and recovered by a Security. A Cage Cashier left her sensitive keys in the Cage of the High Limit/JDU on top of the counter. A Security Ambassador observed and took possession of the keys approximately ten (10) minutes after they were left unattended. The Cage Cashier was able to recover her keys from Security. The key set contained a key to the padlock for her cash drawer.
11. On January 24, 2024, Security notified Gaming Agents that sensitive keys were left unattended on the counter at the Main Cage. A review of surveillance coverage found that a Cage Cashier placed a set of sensitive keys on the counter of the Main Cage. About one (1) minute later, another Cage Cashier picked up the sensitive keys and placed them in his pants pocket. About forty (40) minutes later, the second Cage Cashier that picked up the sensitive keys returned his set of sensitive keys to the Keywatcher cabinet. The Cage Cashier then began to exit the property and passed through the inner doors at Security Control which activated the Security Control Sensitive Key alarm. The Cage Cashier realized that the second set of sensitive keys that did not belong to him were in his pocket. The Cage Cashier returned to the Keywatcher box and placed the second set of sensitive keys into the cabinet. This key set contained a key for the pad lock for the cash drawer and also to the Main Cage door. The chain of custody of keys was violated when a Cage Cashier returned a set of keys that he did not originally check out from the Keywatcher.

COUNT III

12. 68 IAC 2-3-1(k)(1) & (4) provide when an occupational license is required to obtain an occupational license, Level 3 which includes any employee of a riverboat gambling operation whose duties are performed on a riverboat and who are not employees described in subsection (i) or (j) and any other employee of a riverboat gambling operation whom the commission deems necessary, to ensure compliance with the Act and this title, to hold an occupational license, Level 3.
13. On February 22, 2024, the Director of Human Resources notified Gaming Agents that six (6) employees with non-gaming licenses were working in a position requiring a Level 3 license. Employees worked the following number of shifts without a level 3 license: Employee #1 (70 shifts), employee #2 (114), employee #3 (121), employee #4 (130), employee #5 (130), and employee #6 (134).
14. On August 9, 2023, the Commission notified Horseshoe Hammond through LAM, the Commission's occupational licensing system, that there was a job description status change. Food & Beverage Buspendersons were changing from a non-gaming license to a level 3 license. Horseshoe Hammond was advised to have the employees affected to bring in a Level 3 license application and be fingerprinted before their next scheduled shift.
15. On August 11, 2023, one (1) of the employees completed a level 3 license application and was licensed. Human Resources advised that this employee did not need a level 3 license and should remain non-gaming. The other five (5) employees failed to file a level 3 license application.

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 \$11,500 (\$1,500 for Count I, \$2,500 for Count II and \$7,500 for Count III) 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

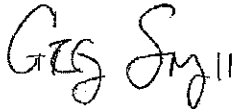
the Commission, Horseshoe Hammond agrees to promptly remit payment in the amount of \$11,500 and waive all rights to further administrative or judicial review.

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.

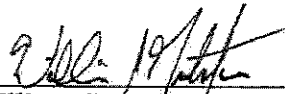
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by 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



William Gustafson, General Manager
Horseshoe Hammond, LLC

5/24/24

Date

5-17-24

Date