

**ORDER 2024-88  
IN RE SETTLEMENT AGREEMENT**

**CENTAUR ACQUISITION, LLC  
d/b/a HORSESHOE INDIANAPOLIS  
24-HI-02**

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

**APPROVED**

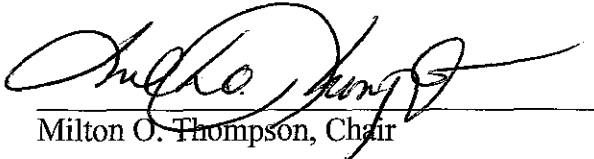
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APPROVES OR DISAPPROVES

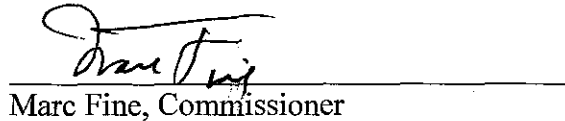
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 20th DAY OF JUNE, 2024.**

**THE INDIANA GAMING COMMISSION:**

  
Milton O. Thompson, Chair

ATTEST:

  
Marc Fine, Commissioner

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>CENTAUR ACQUISITION, LLC</b>	)	<b>24-HI-02</b>
<b>d/b/a HORSESHOE INDIANAPOLIS</b>	)	
	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small 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 February 25, 2024, Surveillance notified Gaming Agents that a Cage Cashier conducted an even exchange for \$2,950 from the Employee Service Window to the Poker Room without notifying surveillance for coverage.
4. 68 IAC 11-1-2(1) provides the procedures of the internal control system are designed to ensure assets of the casino licensee are safeguarded.
5. 68 IAC 15-1-2(1) provides the purpose of the accounting records and procedures is to ensure the assets of the casino licensee are safeguarded.
6. 68 IAC 12-1-5(b) provides the surveillance system shall provide coverage of each of the following areas as specified in this rule: (1) Areas of the main bank, including the following: (A) A general overview of the entire area of each cage and vault area with sufficient clarity to identify patrons and employees. (B) Dedicated coverage with sufficient clarity to identify the following: (i) Currency. (ii) Coin. (iii) Cash. (iv) Cash equivalents. (v) Chip values. (vi) Amounts on credit slips in an area where fills and credits are transacted.

7. 68 IAC 12-1-5(g) provides that the surveillance system must include cameras dedicated to monitoring areas where the following items are transported or stored: (1) Cash. (2) Cash equivalents. (3) Chips. (4) Cards. (5) Dice.
8. 68 IAC 12-1-8(a)(5)(E)(i) provides that upon notification received by surveillance employees, the surveillance employees shall maintain an activity log and include entries for movements or transfers of cash.
9. 68 IAC 12-1-8(a)(5)(I) provides that upon notification received by surveillance employees, the surveillance employees shall maintain an activity log and include entries for pertinent telephone calls and radio transmissions.
10. On March 7, 2024, Surveillance notified Gaming Agents that a Main Cage Supervisor did not request surveillance coverage when escorting a cassette totaling \$10,000 to an NRT Redemption Kiosk. The Gaming Agent inquired with Surveillance about the proper procedures. Surveillance provided that the procedure would be for the Cage to contact Security for an escort and Security would contact Surveillance for coverage until the transfer is completed.
11. The Gaming Agent spoke with the Main Cage Supervisor who advised that a Cage Cashier was at the NRT attempting to insert a cassette but was having issues. The Cage Cashier requested another cassette be brought to her as she did not want to force the cassette into the NRT. The Main Cage Cashier provided that before she left the Main Bank with the alternate cassette, she advised surveillance that she was leaving the Main Bank with another cassette, however, Surveillance advised that the Main Cage Cashier only advised that the Main Bank would be empty and secured and did not advise that she was transporting a cassette. While Surveillance confirmed that a phone call took place, the Gaming Agents were unable to find the phone on the call log.

## COUNT II

12. 68 IAC 1-5-1(1) provides a casino licensee shall provide written notice to the Executive Director as soon as the casino licensee become aware of a violation or apparent violation of a rule of the commission by any of the following: (A) The casino or supplier licensee, (B) A substantial owner, key person, or employee of the casino or supplier licensee, or (C) A person acting, or authorized to act, on behalf of or in furtherance of the interests of the casino or supplier licensee or an affiliate of the licensee.
13. 68 IAC 11-4-2(b) provides that the live gaming device inventory of chips shall be maintained in a tray, which is covered with a transparent, locking lid when the live gaming device is closed. The opener shall be placed inside the transparent locking lid and the information on the opener shall be visible from the outside of the cover.
14. On January 5, 2024, Surveillance notified Gaming Agents that a float lid was left unsecured on December 27, 2024. On December 27, 2024, a Floor Supervisor and Dual

Rate Floor Supervisor/Dealer closed a table in the Poker Room by placing the float lid over the chips, however, they failed to lock the float lid.

15. On December 31, 2023, a Floor Supervisor discovered the unsecured float lid and informed the Poker Manager. The Poker Manager failed to report this violation to Surveillance or the Gaming Agents upon notification. The float lid was unsecured for four (4) days and thirty (30) minutes.
16. 68 IAC 11-1-2(1) provides the procedures of the internal control system are designed to ensure assets of the casino licensee are safeguarded.
17. Horseshoe Indianapolis's approved internal control procedures, Y-7, describe the storage of chips for the Poker Room.
18. On January 5, 2024, Surveillance notified Gaming Agents that the poker podium cabinet doors were unsecured for approximately nine (9) hours. A review of surveillance coverage determined that on January 2, 2024, a Floor Supervisor unlocked the poker podium and removed tournament chips. Approximately, eight (8) minutes later, the Floor Supervisor returned tournament chips to the podium and shuts the cabinet doors but does not lock or secure the podium. Another Floor Supervisor is present at this time.
19. On January 3, 2024, approximately eight (8) hours later, another Floor Supervisor noticed the unlocked cabinet and locks it, securing the podium. This Floor Supervisor advised that she notified the Poker Manager via text message of the unsecured podium approximately three (3) hours later. The Poker Manager confirmed that he received the text but was not at work. The Poker Manager notified a Shift Manager of the violation on January 4, 2024. Surveillance and Gaming Agent were not made aware of the violation until January 5, 2024.

### COUNT III

20. 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.
21. 68 IAC 1-11-1(c) states a person under twenty-one (21) years of age shall not be present in a casino.
22. On April 9, 2024, a Gaming Agent located an underage person outside the Horseshoe Indianapolis Commission office. The underage person was accompanied by two (2) adult females, and they were looking for directions. The Gaming Agent was attempting to give them instructions on how to get to their event location when the Gaming Agent discovered one (1) person appeared to be underage. The underage person confirmed that she was under twenty-one (21) years of age and had entered through the casino floor. The group advised that they entered the casino through the main entrance. They asked the Security Officer for assistance on how to get to their event. The Security Officer advised

them to go to the second floor. The group proceeded through the casino floor and ultimately flagged down a second Security Officer because they were lost. The second Security Officer advised them to go to the second floor and to use the escalator. Upon entry to the second floor, the group still did not know where to go and this is when they went to the Commission office for assistance. The group was subsequently escorted to their event on the horse racing side of the facility and were able to do so without entering the back of the house or the casino floor again.

23. A review of surveillance confirmed that the underage person was able to obtain access to the casino floor and interacted with two (2) Security Officers. Neither Security Officer requested identification from the underage person.

#### COUNT IV

24. 68 IAC 11-1-2(1) provides the procedures of the internal control system are designed to ensure assets of the casino licensee are safeguarded.
25. 68 IAC 10-1-3(a) provides that at various times throughout this article, the casino licensee or casino license applicant will be required to submit rules of the game to the commission. The rules of the game must be submitted in accordance with this rule. (b) The rules of the game must comply with the provisions of IC 4-33, IC 4-35, and this title.
26. Horseshoe Indianapolis's approved internal control procedures, W-2, describes the procedures for FreeBet Blackjack.
27. On January 3, 2024, Surveillance notified Gaming Agents that a Dual Rate Floor Supervisor/Dealer and Dealer were observed opening a FreeBet Blackjack table game with two (2) decks of black playing cards. The game is played with two (2) decks of black playing cards for approximately two (2) hours and forty-eight (48) minutes with the decks being exchanged five (5) different times until a Floor Supervisor/Dealer introduces a yellow deck of playing cards and removes one (1) of the black decks.

#### COUNT V

28. 68 IAC 2-6-31(a) provides this section authorizes the use of progressive electronic gaming devices within one (1) casino provided that the electronic gaming devices meet:
- (1) the requirements stated in sections 1 through 30 and 46 of this rule; and
  - (2) any additional requirements imposed by sections 32 through 42 of this rule.
- (b) The casino licensee shall notify the executive director and the enforcement agent of the following information prior to using progressive electronic gaming devices within the casino:
- (1) The:
    - (A) serial numbers; and
    - (B) commission registration number;
- of the electronic gaming devices that are common to a single progressive link.

- (2) The odds of hitting the progressive amount on each of the electronic gaming devices that is attached to that link.
  - (3) The reset value of the progressive link.
  - (4) The rate of progression for that progressive link.
  - (5) How the rate of progression is split between the various progressive components.
29. On January 9, 2024, a Slot Tech Supervisor notified Gaming Agents that the progressive reset amounts were set-up incorrectly on a progressive electronic gaming device (“EGD”). This incorrect set-up occurred after the EGD was had is Random Access Memory (“RAM”) cleared. As a result, there was a variance on this EGD for one (1) year. The EGD was RAM cleared on October 4, 2022. The Slot Tech Supervisor was the employee who RAM cleared the EGD and set up the progressive incorrectly. The EGD had five (5) progressive levels. The difference for each level is as follows: \$909.41 for level 0, \$751.71 for level 1, \$36.21 for level 2, \$69.74 for level 3 and \$1.31 for level 4. The difference was in the patron’s favor.
30. The Slot Tech Supervisor advised there were controls in place to catch an incorrect progressive but he believed a former employee failed to follow the verification check on the progressive.

#### COUNT VI

31. 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.
32. 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.
33. On March 10, 2024, a Casino Manager notified Gaming Agents that a Table Games Shift Manager left property with sensitive keys. The sensitive keys contained the following keys: Roulette chip cover, craps key, table game float lids, table games podiums and cabinets under tables. The keys were off property for approximately one (1) hour and six (6) minutes.

#### COUNT VII

34. 68 IAC 11-4-4(a) provides at any time when a live gaming device is closed, chips remaining at the live gaming device shall be counted by the appropriate level of occupational licensee assigned to the live gaming device and verified by the pit boss or the equivalent.
- (b) A live gaming device inventory slip shall be prepared.
  - (c) The occupational licensee and the pit boss or the equivalent who observed the count of the contents of the tray shall sign the inventory slip at the time of closing the live gaming device attesting to the accuracy of the information recorded.

- (d) The occupational licensee shall immediately deposit the closer in the drop box.
- (e) The pit boss or the equivalent shall place the opener on the live gaming device tray in a manner that the amounts on the opener may be read through the cover, and lock the transparent live gaming device tray lid in place.
35. On March 4, 2024, Gaming Agents performed an audit of table inventory closer errors for February 2024.
36. On February 7, 2024, the table inventory closer slip showed \$306,140, however, the physical inventory was \$306,440.
37. On March 11, 2024, a Dual Rate Table Game Shift Manager/Floor Supervisor notified Gaming Agents of an error with a table inventory closer. The table inventory closer slip showed \$4,000 in green \$25 chips; however, the physical inventory was \$2,000 in green \$25 chips.
38. On March 12, 2024, a Casino Manager notified Gaming Agents of an error with a table inventory closer. A \$500 purple chip was found under a stack of orange \$1,000 chips. As a result, the \$500 purple chip was recorded as a \$1,000 orange chip on the table inventory closer.
39. On April 1, 2024, Gaming Agents performed an audit of table inventory closer errors for March 2024.
40. On March 18, 2024, the table inventory closer slip showed \$78,819, however, the physical inventory was \$78,719.
41. On March 21, 2024, the table inventory closer slip showed \$78,819, however, the physical inventory was \$78,719.
42. On April 9, 2024, a Dual Rate Assistant Table Game Shift Manager/Floor Supervisor notified Gaming Agents of an error with a table inventory closer. The table inventory closer slip showed \$3,825 in green \$25 chips; however, the physical inventory was \$4,325 in green \$25 chips.

### **COUNT VIII**

43. 68 IAC 15-12-3(a) provides the requirements for live gaming device fills.
44. 68 IAC 15-12-3(c) provides if a live gaming device fill slip was erroneous, it shall be voided, and a new live gaming device fill slip generated. The person voiding the fill slip shall indicate the reason the slip was voided and sign the slip. A voided live gaming device fill shall be retained and deposited into a locked accounting box.
45. Horseshoe Indianapolis' approved internal control procedures, Table Games U-10, describes the procedures for the Issuance of Computerized Fills to Gaming Tables.

46. On February 16, 2024, an Assistant Table Games Shift Manager notified Gaming Agents that an incorrect live gaming device fill occurred at a roulette table. The live gaming device fill requested \$10,000 in black \$100 chips, however, the live gaming device fill included \$10,000 in purple \$500 chips. A Dual Rate Assistant Table Games Manager/Floor Supervisor identified the discrepancy. The fill was transported back to the cage, but the fill was not properly voided.
47. On February 19, 2024, Surveillance notified Gaming Agents that an incorrect live gaming device fill had occurred. The live gaming device fill requested \$13,900, however, \$15,900 was delivered to the table. A Floor Supervisor identified the error and sent the fill back to the employee service window at the cage. The fill was not properly voided or re-verified.
48. On April 1, 2024, Surveillance notified Gaming Agents that an incorrect live gaming device fill had occurred. The live gaming device fill requested \$2,000 in green \$25 chips, however, \$2,000 in black \$100 chips was delivered to the table. The live gaming device fill was accepted at the table by a Dealer and Floor Supervisor.

### 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 \$15,250 (\$1,500 for Count I, \$3,000 for Count II, \$1,500 for Count III, \$1,500 for Count IV, \$1,500 for Count V, \$1,000 for VI, \$2,250 for Count VII and \$3,000 for Count VIII) 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 \$15,250 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

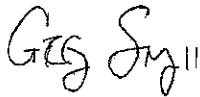


not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

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.

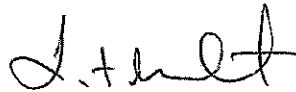
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



\_\_\_\_\_  
Greg Small, Executive Director  
Indiana Gaming Commission

6/17/24

\_\_\_\_\_  
Date



\_\_\_\_\_  
Trent McIntosh, SVP & General Manager  
Centaur Acquisition, LLC

6/13/24

\_\_\_\_\_  
Date