

IN THE MATTER OF THE
HORSESHOE CASINO,
Respondent.

* BEFORE THE
* MARYLAND LOTTERY
* AND GAMING CONTROL
* COMMISSION
* October 2017 Regulatory Violations

* * * * *

CONSENT AGREEMENT

Pursuant to the Annotated Code of Maryland, State Government Article (“SG”), §§ 9-1A-01, *et seq.* (“Gaming Law”), and Code of Maryland Regulations (“COMAR”) 36.03.04.06, the Maryland Lottery and Gaming Control Commission (“Commission”) and CBAC Borrower, LLC (“Horseshoe Casino”) desire to resolve this matter without a formal administrative hearing. Accordingly, the parties recite the following facts and make the following agreements:

BACKGROUND

The Commission, with the assistance of the Maryland Lottery and Gaming Control Agency (“MLGCA” or “Agency”), regulates the operation of the State’s video lottery terminals (“VLTs”) and table games, and is responsible for licensing qualified facility operators and ensuring that the operation of video lottery facilities, VLTs and table games is conducted legally. SG §§ 9-1A-02(b), 9-1A-04(b)(14).

If a licensee violates a provision of the Gaming Law, a regulation promulgated by the Commission, or a directive of the Commission or the Director of the MLGCA, the Commission is authorized to, after a hearing, take action against a licensee that may include suspension or revocation of a license, and levying a civil penalty for each violation. SG §§ 9-1A-04(a)(3) – (8), -25; Code of Maryland Regulations (“COMAR”) 36.03.04. The Commission may also take other enforcement action, such as a corrective action plan, a reprimand, or imposition of a

condition on a license. SG §§ 9-1A-04(a)(3), -25; COMAR 36.03.04. The Commission may also agree with a licensee to reach a settlement to resolve a violation. COMAR 36.03.04.06.

Horseshoe Casino is licensed by the Commission as the operator of the video lottery facility in Baltimore City.

By letter dated January 16, 2018, the Agency notified Horseshoe Casino of alleged violations of the Gaming Law – regulatory violations for the audit period of October 1 through October 31, 2017. The Agency included the monthly audit report for October 2017 indicating those violations for which the Agency is proposing a monetary penalty. The Notice of Alleged Violations asserted that these actions violated the Gaming Law and regulations promulgated thereunder, and that these actions were sanctionable.

Horseshoe Casino has taken corrective measures to ensure future compliance with these regulations.

The parties agree to the following terms and conditions as a means of resolving the captioned alleged violations.

TERMS AND CONDITIONS

1. This Consent Agreement is being entered into as a means of settling the alleged violations and avoiding the potential expense and inconvenience of a formal hearing.
2. There has not been a formal finding as to the merits of the allegations in the Notices of Violation. This Consent Agreement does not constitute an admission or denial by either party that a violation of law or regulation has occurred.
3. Upon the parties' execution of this Consent Agreement, Commission staff shall submit this Consent Agreement to the Commission for review and final approval at its meeting on

February 22, 2018.

4. Upon the Commission's final approval of this Consent Agreement, and no later than 10 days after, Horseshoe Casino shall remit payment of \$1,750.00 to the Commission.
5. Upon receipt of payment from Horseshoe Casino, the Commission will close these matters.
6. Horseshoe Casino will continue to take appropriate measures to ensure future compliance with these violations.
7. If Horseshoe Casino violates a term of this Consent Agreement, the Commission may impose a sanction or penalty on Horseshoe Casino for violating the Agreement or for the underlying violations. COMAR 36.03.04.06.
8. By entering into this Consent Agreement, Horseshoe Casino waives all rights to administrative or judicial review of these alleged violations.
9. This Consent Agreement extends only to those alleged violations referenced in the January 16, 2018, Alleged Notice of Violations. If the Commission subsequently discovers additional facts of a material and substantial nature involving any of the incidents cited in the January 16, 2018, Alleged Notice of Violations, and said facts constitute additional alleged violations, the Commission may pursue such additional alleged violations. Horseshoe Casino may dispute such additional alleged violations.
10. This Consent Agreement constitutes the entire agreement between the parties. No prior or subsequent understandings, agreements, or representations, oral or written that are not specified or referenced within this document will be valid provisions of this Consent Agreement.


11. This Consent Agreement may not be modified, supplemented or amended, in any manner, except by written agreement signed by the parties.

12. This Consent Agreement is not final and binding until it is approved by the Commission.

COMAR 36.03.04.06B(2).

IN WITNESS WHEREOF, the parties have signed this Consent Agreement as set forth

below:



Erin Chamberlin (date)
General Manager
Horseshoe Casino

1-23-18

Gordon Medenica (date)
Director
Maryland Lottery and Gaming Control
Agency

APPROVED:

Kimberly Robertson (date)
Chair, Maryland Lottery and Gaming Control Commission

HORSESHOE CASINO – REGULATORY VIOLATION OCTOBER 2017

The Gaming Audit Division conducted an audit of Horseshoe Casino for the period beginning, October 1, 2017, and ending October 31, 2017, pursuant to the Audit Plan.

Table Games Revenue Condition:

Subject – Revenue audit procedures for live dealer electronic table games did not identify variances between the facility operator's system and MLGCA's electronic table games invoice from October 13 to October 24. The billing errors resulted in VLT slot revenue being overstated and live dealer electronic table game revenue being understated by \$28,165. The issue was identified by onsite MLGCA audit staff and corrected with a one-time adjustment.

Proposed Settlement Amount: \$1,000.00

Wire Transfers Condition:

Subject – Three wire transfers received by the property were not processed and documented as required by MLGCA regulations.

- A wire transfer received on April 3, 2017 for \$500 was recorded and confirmed in the wire transfer log 8 days after receipt and not recognized in the main bank accountability.
- A wire transfer on May 31, 2017 for \$916 was recorded in the wire transfer log 26 hours after receipt and not confirmed by cage supervisor or logged in the main bank accountability for 43 hours.

Proposed Settlement Amount: \$250.00

Soft Count – Poker Condition:

Subject – On October 5, 2017, at approximately 6:00 a.m., two poker count team members did not clear all contents from the cash box. A \$5 chip and a \$1 chip were stuck under the lid of the cash box. The onsite audit staff observing the count notified the facility staff and the chips were recovered.

Proposed Settlement Amount: \$250.00

Table Games Operations:

Subject – On October 1, 2017, the opening table inventory count at two roulette tables was not performed properly. The floor supervisor was observed signing the table inventory slip without removing and verifying the large denomination chips and then providing the table inventory slip to the dealer to sign. The dealer also did not remove and verify the large denomination chips before signing and dropping the slip into the cash box.

Proposed Settlement Amount: \$250.00

Table Games Operations:

Subject – On October 5, 2017, eleven cash boxes attached to table games and poker tables did not have the number and letter indicating the type of game permanently imprinted or impressed on the cash box. The required information was contained on paper or laminated paper taped to the box. This is a repeat issue from the October 2016 audit report.

Proposed Settlement Amount: Warning