

**ORDER 2008-153  
IN RE SETTLEMENT AGREEMENT**

**HORSESHOE HAMMOND, INC  
08-HH-04**

**COMMISSION ACTION**

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

*Approves*  

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**APPROVES or DISAPPROVES**

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 13th DAY OF NOVEMBER, 2008.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
**William Barrett, Chair**

ATTEST:

  
\_\_\_\_\_  
**Thomas Swihart, Secretary**

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>HORSESHOE HAMMOND, LLC</b>	)	<b>08-HH-04</b>
	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and Horseshoe Hammond, LLC (“Horseshoe”), (collectively, the “Parties”) desire to settle this matter 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. Pursuant to IC 4-33-9-12(a), a person who is less than twenty-one (21) years of age may not be present in the area of a riverboat where gambling is being conducted.
2. 68 IAC 1-11-1(c) states a person under twenty-one (21) years of age shall not be present on a riverboat.
3. On July 31, 2008, an underage person was allowed to enter the casino after showing identification at the turnstiles.

**COUNT II**

4. 68 IAC 2-3-8(a) states that an occupational license must be renewed annually.
5. On May 5, 2008, a Wardrobe Supervisor called the IGC office with regard to the expiration of her occupational license. She explained that her license expired on April 9, 2008 and she needed to renew it. The Gaming Agent confirmed that her license did expire on April 9, 2008.

**TERMS AND CONDITIONS**

Commission staff alleges that the acts or omissions of Horseshoe by and through its agents as described herein constitute a breach of the Riverboat Gambling Act, Title 68

of the Indiana Administrative Code or Horseshoe's approved internal control procedures. The Commission and Horseshoe hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Horseshoe. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

Horseshoe shall pay to the Commission a total of \$2,500 (\$1,500 for Count I and \$1,000 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. Neither this agreement nor any action performed pursuant to it will constitute an admission of any violation by Horseshoe. This agreement extends only to known incidents specifically alleged in this agreement and wholly based on the facts described herein. If the Commission subsequently discovers additional facts, which are not described in this agreement, that may support an independent determination that a violation has occurred, the Commission may pursue disciplinary action for such violations even if the facts are related to an incident described herein.

Upon execution and approval of this Settlement Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Settlement Agreement by the Commission, Horseshoe agrees to promptly remit payment in the amount of \$2,500 and shall waive all rights to further administrative or judicial review.

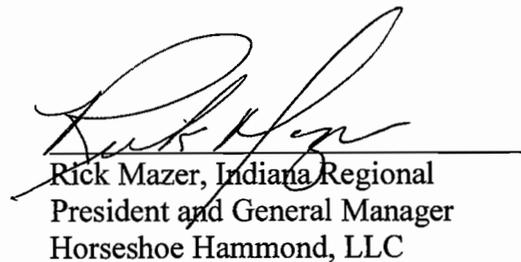
This Settlement Agreement constitutes the entire agreement between the parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Settlement Agreement. This Settlement Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Settlement Agreement shall be binding upon the Commission and Horseshoe.

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

  
Ernest E. Yelton, Executive Director  
Indiana Gaming Commission

11-13-08  
Date

  
Rick Mazer, Indiana Regional  
President and General Manager  
Horseshoe Hammond, LLC

11-10-08  
Date