

**ORDER 2008-69
IN RE SETTLEMENT AGREEMENT**

**HORSESHOE HAMMOND, INC
08-HH-02**

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

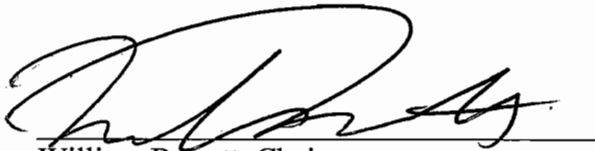
Approves

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 28th DAY OF MAY, 2008.

THE INDIANA GAMING COMMISSION:



William Barrett, Chair

ATTEST:



Thomas Swihart, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
HORSESHOE HAMMOND, LLC) **08-HH-02**
)

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. 68 IAC 11-3-6 (c) (18) states after reconciliation of the master gaming report, the bill validator report and the physical inventory conducted by the main bank cashier, the main bank cashier shall verify the accuracy of and sign and date the master gaming report and the bill validator report in the appropriate section. When the main bank cashier signs the master gaming report and the bill validator report, the main bank assumes responsibility for the currency, coins, chips and tokens.
2. On October 24, 2007, a Gaming Agent was notified by a Surveillance Supervisor that a bag of \$100 bills totaling \$400,000 had been left behind inside the Soft Count Room by the Main Banker. A Gaming Agent reviewed surveillance coverage of the Main Banker performing a physical count of the buy. Upon verification of the count, the Main Banker began placing the bagged currency in the cart for transport to the Main Bank. One bag was left behind and not placed on the cart. Eight Soft Count employees exited the room after the Main Banker. About twenty minutes later, a Security Officer entered the Soft Count Room for trash inspection but did not notice the bag of currency. The \$400,000 remained unsecured and undetected for 4 hours and 18 minutes.

COUNT II

3. 68 IAC 2-3-8 states that an occupational license must be renewed annually.
4. On October 18, 2007, a Gaming Agent received a request from a Cocktail Server stating that she needed to renew her license. Her license expired on August 24, 2007. The Cocktail Server said that she had been on FMLA when her license

expired. A review of her employee file indicated that she was on FMLA from June 12, 2007 to August 3, 2007. She returned to work 22 days before the expiration of her license.

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 \$21,000 (\$20,000 for Count I; \$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 \$21,000 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.

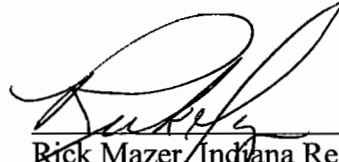
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date and year as set forth below.



Ernest E. Yelton, Executive Director
Indiana Gaming Commission

5.27.08

Date



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

5-21-08

Date