

**ORDER 2010-120  
IN RE SETTLEMENT AGREEMENT  
CAESARS RIVERBOAT CASINO, LLC  
10-CS-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 17<sup>th</sup> DAY OF JUNE, 2010.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Timothy Murphy, Chair

ATTEST:

  
\_\_\_\_\_  
Thomas Swihart, Vice Chair

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>CAESARS RIVERBOAT CASINO, LLC</b>	)	<b>10-CS-02</b>
<b>d/b/a HORSESHOE CASINO HOTEL</b>	)	
<b>SOUTHERN INDIANA</b>	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and Caesars Riverboat Casino, LLC d/b/a Horseshoe Casino Hotel Southern Indiana (“Horseshoe South”), (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 2-6-18(a) states the internal space of an electronic gaming device must not be readily accessible when the door is closed.
2. On December 7, 2009, a Gaming Agent was contacted by a Lead Slot Tech regarding thirteen slot machines slated to be taken off of the casino floor that had the main door locks removed from them. The machines still contained the Eproms and “hot” bill validator boxes. The machines were unsecured for approximately six hours.

**COUNT II**

3. 68 IAC 2-3-9.2(b)(2)(C) requires a riverboat licensee to advise the enforcement agent, on a form prescribed or approved by the commission, when an occupational licensee transfers to another position with the riverboat licensee. The form must be submitted to the enforcement agent within fifteen (15) days of the occurrence of the change or action.
4. 68 IAC 2-3-8 states that an occupational license must be renewed annually.
5. On January 27, 2010, a Horseshoe Southern Indiana employee entered the Gaming Office to complete a change of position. The employee was changing from a level one Casino Operations Manager to a level one Table Games Shift Manager. Upon review of the IGC Occupational License Application

("OCCLIC") system the Agent found that the employee was listed as a level two Table Games Shift Manager. The employee advised that he had changed from a level two Table Games Shift Manager to a level one Casino Operations Manager approximately one year prior. He also stated that he had turned in his remaining financial documents to the IGC office in Indianapolis two months prior. The employee's current identification badge stated he was a level two Table Games Manager. The Agent discovered that the employee was transferred to the Casino Operations Manager on November 21, 2008. On February 9, 2010, the employee admitted to the Agent that he never completed and sent in the level one application. The employee was suspended for one week and received a final written warning.

### **COUNT III**

6. Pursuant to IC 4-33-9-12 and 68 IAC 1-11-1(c), 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.
7. On January 27, 2010, a Gaming Agent, while walking around the turnstiles, was stopped by a Security Officer regarding an underage person who was attempting to enter the casino. The underage person claimed to have been allowed in the casino earlier that same day. A review of surveillance coverage shows the minor's identification was checked and scanned at the turnstiles and the Security Officer allowed him to enter the casino.

### **TERMS AND CONDITIONS**

Commission staff alleges that the acts or omissions of Horseshoe South by and through its agents as described herein constitute a breach of IC 4-33, 68 IAC and/or Horseshoe South's approved internal control procedures. The Commission and Horseshoe South hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Horseshoe South. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

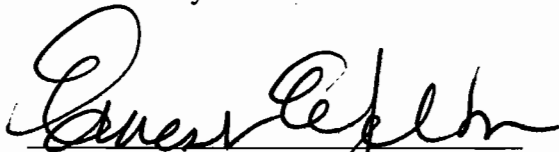
Horseshoe South shall pay to the Commission a total of \$7,500 (\$2,500 for Count I; \$2000 for Count II and \$3,000 for Count III) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings of fact, specifically alleged herein. If the Commission subsequently discovers facts that give rise to additional or separate violations, which are not described herein, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or 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 South agrees to promptly remit payment in the amount of \$7,500 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 South.

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

6.14.10  
Date



Eileen Moore, General Manager  
Caesars Riverboat Casino, LLC

6/7/10  
Date