

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
CAESARS RIVERBOAT CASINO, LLC)	10-CS-03
d/b/a HORSESHOE CASINO HOTEL)	
SOUTHERN INDIANA)	

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 14-3-5 (a) states that all dice or playing cards that are not being utilized at a live gaming device shall be kept in locked compartments.
2. On June 2, 2010 a Gaming Agent was contacted by a Surveillance Supervisor regarding eight decks of red backed cards that were left in a Shuffle Master machine when the table was closed for the gaming day. The cards were discovered when the table was going to open for the following gaming day. A review of the surveillance footage showed that when the table was closed the Dealer counted down the eight decks of black backed cards, but neither the Dealer nor the Supervisor tried to look for the red backed cards. All the cards were accounted for. The cards were left unsecured for approximately nine hours.
3. On May 31, 2010 a Gaming Agent was contacted by a Table Games Shift Manager regarding eleven cards left in a discard rack on a table game. A review of the surveillance coverage showed when the table was closed the Dealer counted four of the eight decks of the black backed cards, but did not count the other four decks. The cards were discovered when the table was open for the following gaming day. The eleven cards were unsecured for approximately twelve hours.

COUNT II

4. 68 IAC 2-3-9.2 (b) states riverboat licensees must advise the enforcement agent, on a form prescribed or approved by the commission, when one (1) of the following events occurs with an occupational licensee: (1) The occupational licensee's employment with the riverboat licensee is terminated for any reason. The form must be submitted to the enforcement agent within fifteen (15) days of the occurrence of the change or action.
5. On August 6, 2010 a Gaming Agent received a termination form from Human Resources regarding an employee who was terminated on June 22, 2010.

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 August 13, 2010 a Gaming Agent was informed by a Security Supervisor that an underage person was found on the casino floor. Review of surveillance coverage showed three Security employees at the turnstiles when the underage person was allowed to enter the casino. One was checking another person's identification and the other two Security employees did not stop the underage person to ask for identification.

COUNT IV

8. 68 IAC 6-3-4 (b)(5) requires the casinos to establish internal controls procedures that ensure voluntarily excluded persons do not receive check cashing privileges or extensions in credit, whether directly through the casino or operating agent, or through a supplier contracting with the casino or operating agent on property hired for the purpose of check cashing privileges or extension of credit, or both.
9. On July 6, 2010, a Gaming Agent was notified by a Security Supervisor that a Voluntarily Excluded Person ("VEP") was located at the cage when he tried to cash a check. The Agent verified that the person was a VEP. The VEP informed the Agent that he had cashed a check at the casino several days prior. The Agent inquired at the cage and found that a cashier had cash a check for the VEP. Surveillance coverage also confirmed that the VEP had cashed a check and gambled at 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 \$10,000 (\$5,000 for Count I; \$2,000 for Count II; \$1,500 for Count III and \$1,500 for Count IV) 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 \$10,000 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 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

11.3.10

Date



Eileen Moore, General Manager
Caesars Riverboat Casino, LLC

10/15/10

Date

