

ORDER 2011-67
IN RE SETTLEMENT AGREEMENT
HORSESHOE HAMMOND, LLC
11-HH-01

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

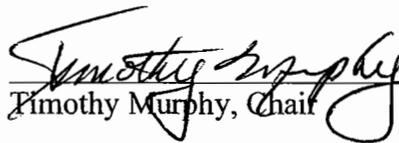
APPROVES

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 17th DAY OF MARCH, 2011.

THE INDIANA GAMING COMMISSION:



Timothy Murphy, Chair

ATTEST:



Marc Fine, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
HORSESHOE HAMMOND, LLC)	11-HH-01
)	

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 6-3-4(b) states each casino shall establish internal control procedures for compliance with this rule, which shall be submitted and approved by the commission under 68 IAC 11-1-3. The internal controls must, at a minimum, address the following:
 - (3) Must:
 - (A) refuse wagers from; and
 - (B) deny gaming privileges to any individual who the casino knows to be a voluntarily excluded person.
2. On August 25, 2010 a Gaming Agent was contacted by a Security Supervisor regarding a VEP who had won a jackpot. The VEP informed the Gaming Agent that he had recently received a Horseshoe Casino Total Reward’s Player Card. The Agent while verifying the issuance of the Total Reward’s Player Card, found that the VEP had won a jackpot on August 13, 2010. The jackpot was put in safekeeping, under a false name that the VEP gave, since the VEP claimed he did not have identification. On August 14, 2010 the VEP returned to the casino with his own identification. A Slot Supervisor created a new Total Reward’s Player account for the VEP that contained all the same information as the old account. The VEP was paid the jackpot.

COUNT II

3. 68 IAC 15-1-2 states the purpose of the accounting records and procedures is to ensure the following:

- (1) The assets of the riverboat licensee or riverboat license applicant are safeguarded.
 - (2) The financial records of the riverboat licensee or riverboat license applicant are accurate and reliable.
 - (3) The transactions of the riverboat licensee or riverboat license applicant are performed only in accordance with the specific or general authorization of the Act and this title.
 - (4) The transactions are recorded adequately to permit the proper recording of the adjusted gross receipts, admission fees, and all applicable taxes.
 - (5) That accountability for assets is maintained in accordance with generally accepted accounting principles.
 - (6) That only authorized personnel have access to assets.
4. 68 IAC 15-1-6 states Riverboat licensees and riverboat license applicants must conduct all operations in accordance with the Act, this article, and policies and procedures for accounting records that have been approved, in writing, by the executive director. Failure to comply with this article may result in the initiation of a disciplinary action under 68 IAC 13. Horseshoe Hammond Internal Control G-16.1 states the assets for which the Cage Cashiers or above are responsible are maintained on an imprest basis and protected from unauthorized access.
5. On October 21, 2010 a Gaming Agent was contacted by surveillance stating that security needed assistance following a patron who had left the building. Several Agents responded and were informed by Security that they were following a man who had stolen money from the casino, but he had left the property before the Agents arrived. One of the Agents reviewed surveillance coverage and discovered that the man had taken the money from the podium set outside the Vintage 51 Bar where the casino had set up a satellite poker tournament. The podium was used to collect the fees for the poker tournament. At the time the money was taken the podium was left unlocked and there was no casino licensed employee in the area.

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 IC 4-33, 68 IAC and/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 settlement of \$8,000 (\$3,000 for Count I and \$5,000 for Count II) in consideration for the Commission foregoing disciplinary

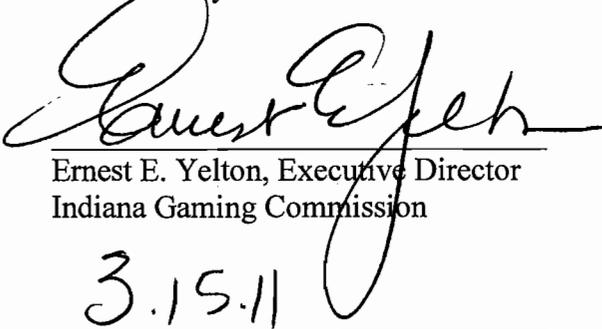
action based on the facts specifically described in each count of this agreement. Neither this agreement nor any action performed pursuant to it will constitute an admission of any violation by Horseshoe. This agreement extends only to known incidents specifically alleged in this agreement and wholly 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 \$8,000 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

Date

3.15.11


Dan Nita, General Manager
Horseshoe Hammond, LLC

Date

2/28/11