

**ORDER 2024-168
IN RE SETTLEMENT AGREEMENT**

**HORSESHOE HAMMOND, LLC
24-HH-03**

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

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 19th DAY OF DECEMBER, 2024.

THE INDIANA GAMING COMMISSION:



Joseph R. Heerens, Chair

ATTEST:



Michael E. Williams, Commissioner

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
HORSESHOE HAMMOND, LLC) **24-HH-03**

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Dennis Mullen and Horseshoe Hammond, LLC (“Horseshoe Hammond”), (collectively, the “Parties”) desire to enter into this settlement agreement (“Agreement”) 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

1. 68 IAC 14-3-2(b) provides all playing cards must meet the following specifications: (1) Unless otherwise provided in this article, all decks of cards must be one (1) complete standard deck of fifty-two (52) cards in four (4) suits. The four (4) suits shall be hearts, diamonds, clubs, and spades. Each suit shall consist of numerical cards from: (A) two (2) to ten (10); (B) a jack; (C) a queen; (D) a king; and (E) an ace.
2. Horseshoe Hammond’s approved internal control procedures, M-2.18, describe the procedures for Spanish 21.
3. On June 29, 2024, Gaming Agents discovered a playing card violation had occurred during a review of a surveillance report. This review indicated that a Table Games Dealer, while inserting a deck of cards into a continuous shuffler at a Spanish 21 game, did not realize that they had dropped the seven (7) of clubs playing card. The playing card was missing from play for approximately thirteen (13) minutes. Seventeen (17) hands were dealt by the Dealer during this time.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Horseshoe Hammond by and through its agents as described herein constitute a breach of IC 4-33, IC 4-38, 68 IAC, and/or Horseshoe Hammond’s approved internal control procedures. The Commission and Horseshoe Hammond hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Horseshoe Hammond.

Horseshoe Hammond shall pay to the Commission a total of \$1,500 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged above. If the Commission subsequently discovers facts that give rise to additional or

separate violations, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in the findings above.

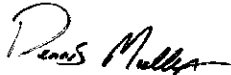
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Horseshoe Hammond agrees to promptly remit payment in the amount of \$1,500 and waive all rights to further administrative or judicial review.

This 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 Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

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

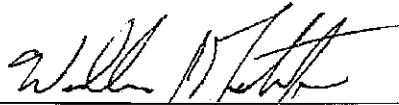
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



Dennis Mullen, Executive Director
Indiana Gaming Commission

12/4/24

Date



William Gustafson, General Manager
Horseshoe Hammond, LLC

11-21-2024

Date