

**ORDER 2007-120**

**AN ORDER OF THE INDIANA GAMING COMMISSION  
CONCERNING A SETTLEMENT AGREEMENT WITH  
HORSESHOE HAMMOND, LLC  
07-HH-04**

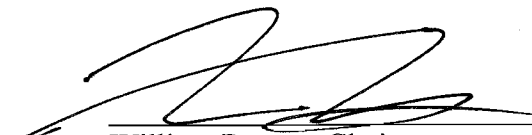
The Indiana Gaming Commission ("Commission") adopts the following order pursuant to authority granted it under IC 4-33.

After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby **APPROVES** the proposed terms of the Settlement Agreement.

Pursuant to IC 4-21.5-3, this order is effective fifteen (15) days after the order is served.

**IT IS SO ORDERED THIS THE 8<sup>th</sup> DAY OF NOVEMBER, 2007.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
William Barrett, Chair

**ATTEST:**

  
\_\_\_\_\_  
Tom Swihart, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>HORSESHOE HAMMOND, LLC</b>	)	<b>07-HH-04</b>
	)	

**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**

1. 68 IAC 11-7-1(b)(2) states that "sensitive keys" means keys that either management or the commission considers sensitive to the riverboat licensee's operation and therefore require strict control over custody and issuance.
2. On March 12, 2007 at 4:15 a Gaming Agent observed the door open and not secured on the Key Watcher Cabinet A. The door was opened by a Slot Technician who left the door open. An alarm was received as the result of the door being left open. The next person into the key control box is a dealer and the system showed the alarm cancelled. The door was re-secured and all keys accounted for.

**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 settlement of \$1,500 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

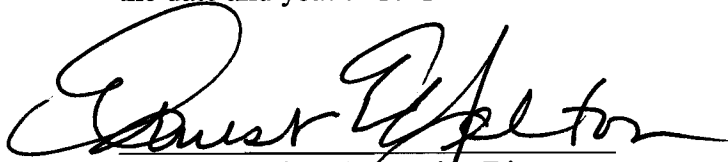
independent determination that a violation has occurred, the Commission may pursue disciplinary action for such violations even if the facts are related to an incident described herein.

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 \$1,500 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.

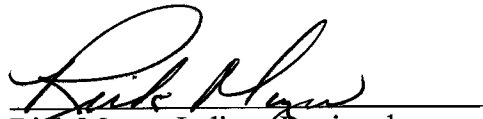
This Settlement Agreement shall be binding upon the Commission and Horseshoe.

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

11/06/07  
Date



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

11-2-07  
Date