

**ORDER 2009-108
IN RE SETTLEMENT AGREEMENT
CAESARS RIVERBOAT CASINO, LLC
09-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 11th DAY OF JUNE, 2009.

THE INDIANA GAMING COMMISSION:


Timothy Murphy, Chair

ATTEST:


Thomas Swihart, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
CAESARS RIVERBOAT CASINO, LLC)	09-CS-02
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. Pursuant to IC 4-33-9-12(a), 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.
2. 68 IAC 1-11-1(c) states a person under twenty-one (21) years of age shall not be present on a riverboat.
3. On January 4, 2009, a Gaming Agent was informed by a Security Supervisor that a vendor had entered the casino with his underage son. The vendor had entered the property at the vessel delivery dock near the employee entrance ramp. All vendors and visitors are required to report in and be issued a badge by the Security Officer assigned to the employee ramp. The Security Officer assigned that day was on the telephone with his back to the entrance. The vendor did not stop to sign in, but proceeded to enter the casino with his son.

COUNT II

4. 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.
5. On January 10, 2009, a Gaming Agent was informed by the Casino Operations Manager that a shuffler with eight decks of cards inside was left unsecured on a closed table. The Gaming Agent reviewed the surveillance video and observed the table being closed. Neither the Floor Supervisor nor the Dealer retrieved the cards from the shuffler and the shuffler was left on the table game.

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 the Riverboat Gambling Act, Title 68 of the Indiana Administrative Code 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 \$12,000 (\$4,500 for Count I and \$7,500 for Count II) 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 \$12,000 and shall waive all rights to further administrative or judicial review.

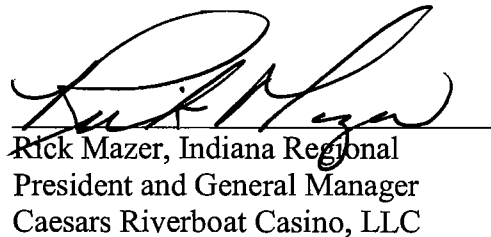
This Settlement Agreement constitutes the entire agreement between the parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Settlement Agreement. This Settlement Agreement may 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

5.9.09
Date


Rick Mazer, Indiana Regional
President and General Manager
Caesars Riverboat Casino, LLC

6-3-09
Date