

**ORDER 2011-120
IN RE SETTLEMENT AGREEMENT
CAESARS RIVERBOAT CASINO, LLC
11-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 2nd DAY OF JUNE, 2011.

THE INDIANA GAMING COMMISSION:

Timothy Murphy
Timothy Murphy, Chair

ATTEST:

Marc Fine
Marc Fine, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
CAESARS RIVERBOAT CASINO, LLC)	11-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

68 IAC 11-1-6(b) states failure to comply with approved internal control procedures may result in the initiation of a disciplinary action. Horseshoe Southern Indiana Internal Control M-12.1 Cards: Number of Decks number 2 states each deck of cards maintained at the poker table may be rotated in and out of play; provided, however, that no deck of cards shall be used at the table for more than two hours without the Dealer or Poker Supervisor placing the 52 cards in suit and sequence. All decks opened for use on a poker table will be changed at least every four hours.

On January 5, 2011, a Gaming Agent was contacted by a Surveillance Supervisor regarding a poker table where fifty nine hands were played with two cards missing from the deck. The Gaming Agent reviewed surveillance coverage and found that a Dual Rate opened the table by placing the black deck of cards through the shuffle machine. The Dual Rate then placed the red deck of cards in the shuffle machine and the red light on the machine blinked indicating an error. The Dual Rate put the red deck into the shuffle machine again and the red light blinked. The Dual Rate removed the cards and placed them on the table, turning off the shuffler. Play at the table began with the black deck of cards. From 1:25 hours to 6:00 hours the red deck was dealt fifty nine times by three different dealers with only fifty cards in the deck. There were ten dealers during that time and only three dealers followed the correct procedures. All the dealers that did not follow the internal controls received disciplinary action.

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.

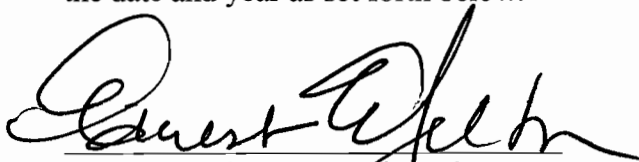
Horseshoe South shall pay to the Commission a total of \$5,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings of fact, specifically alleged herein. 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 \$5,000 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.

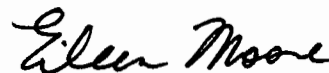
This Settlement Agreement shall be binding upon the Commission and Horseshoe South.

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

5.25.11
Date



Eileen Moore, General Manager
Caesars Riverboat Casino, LLC

5/13/11
Date