

**ORDER 2012-198
IN RE SETTLEMENT AGREEMENT
CAESARS RIVERBOAT CASINO, LLC
12-CS-02**

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 15th DAY OF NOVEMBER, 2012.

THE INDIANA GAMING COMMISSION:



Timothy Murphy, Chair

ATTEST:



Marc Fine, Vice-Chair

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
CAESARS RIVERBOAT CASINO, LLC)	12-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 and 68 IAC 1-11-1(c), 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. On June 23, 2012 a Gaming Agent was contacted by a Security Shift Manager regarding a suspicious identification. The person who presented the identification admitted to the Agent that he was only nineteen. The person also informed the Agent he had been allowed on the casino floor earlier in the day. Review of the surveillance coverage confirmed that the underage person was allowed on the casino floor earlier in the day. The person did not look like the photograph on the identification he had presented.
3. On April 16, 2012 a Gaming Agent was contacted by a Security Supervisor that an underage person had been allowed on the casino floor. A Security Officer had requested and checked the identification of the person and still allowed him onto the casino floor.

COUNT II

4. 68 IAC 6-3-4(b)(3) states the internal controls must, at a minimum: (A) refuse wagers from; and (B) deny gaming privileges to; any individual who the casino knows to be a voluntarily excluded person.

5. On May 23, 2012 a Gaming Agent was contacted by a Surveillance Supervisor that a VEP was playing at a slot machine. The Agent confirmed the person was a VEP who had signed up for a lifetime ban in 2006. Besides the TITO-ticket that the VEP forfeited, she also gave the Agent a Horseshoe Total Rewards Gold card that she had been given on one of her previous visits to the casino. The Agent conducted a review of the VEP's account and found that the VEP had won and was paid a jackpot on June 12, 2012. After winning the jackpot, the VEP was issued a new rewards card. The VEP has also been to the casino on three other occasions according to her casino account. The Agent discovered the VEP had had three different Total Rewards account numbers. Two of the accounts were combined in January of 2011 and when the most current account was combined to the other account it was noted that the person was a VEP.

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 \$10,500 (\$7,500 for Count I and \$3,000 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 \$10,500 and shall waive all rights to further administrative or judicial review.

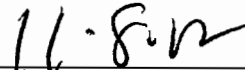
This Settlement Agreement constitutes the entire agreement between the parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Settlement Agreement. This Settlement Agreement may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

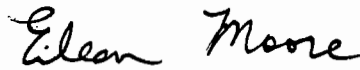
IN WITNESS WHEREOF, the Parties have signed this Settlement Agreement on the date and year as set forth below.



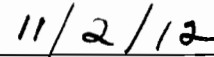
Ernest E. Yelton, Executive Director
Indiana Gaming Commission



Date



Eileen Moore, General Manager
Caesars Riverboat Casino, LLC



Date