

**ORDER 2015-62**  
**AN ORDER OF THE INDIANA GAMING COMMISSION**  
**IN RE SETTLEMENT AGREEMENT**  
**CAESARS RIVERBOAT CASINO, LLC**  
**d/b/a HORSESHOE SOUTHERN INDIANA**  
**15-CS-01**

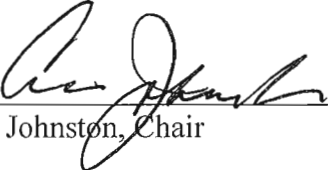
After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

APPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS 19<sup>th</sup> DAY OF MARCH, 2015.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Cris Johnston, Chair

ATTEST:

  
\_\_\_\_\_  
Joseph Svetanoff, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>CAESARS RIVERBOAT CASINO, LLC</b>	)	<b>15-CS-01</b>
<b>d/b/a HORSESHOE CASINO HOTEL</b>	)	
<b>SOUTHERN INDIANA</b>	)	

**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**

1. 68 IAC 15-5-9(b) states the casino licensee shall prepare and submit the Form RG-2 to the commission office in Indianapolis, Indiana not later than five (5) days after the end of a calendar month.
2. 68 IAC 15-5-2(d) states the casino licensee shall be required to file a Form RG-1 and remit the tax imposed by IC 4-33-13 to the department before the close of the business day following the day the wagers are made. In addition, a copy of Form RG-1 shall be filed with the commission.
3. In July of 2007 a memo was sent to the General Manager regarding the late filing of RG-1s and RG-2s indicating that the fine for late filings of these two forms should be consistent. For the most part the fine will be as follows: Each casino will be given one late filing per fiscal calendar year. The second late filing will result in a \$5,000 fine, the third \$10,000, the fourth \$15,000 and so on. The fines will be based on a rolling six month period. The Commission understands that at times extraordinary circumstances can arise that prevent the timely filing of the RG-1 and RG-2 and will take it under consideration when reviewing late filings.
4. On August 6, 2014, the IGC Deputy Director of Audit sent an email to the IGC Director of Compliance regarding a late filing of the RG-2 for the month of July 2014. Also, on November 3, 2014 an email was sent due to the RG-1 for gaming day October 29, 2014 being submitted late.

**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.

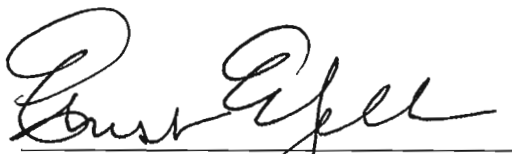
Horseshoe South shall pay to the Commission a total of \$5,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings of fact, specifically alleged herein.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

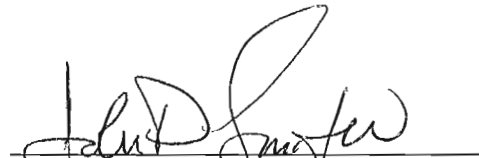
This Settlement Agreement shall be binding upon the Commission and Horseshoe South.

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

3.16.15  
Date



John D. Smith, General Manager  
Caesars Riverboat Casino, LLC

2-24-15  
Date