

**ORDER 2009-159
IN RE SETTLEMENT AGREEMENT**

**HORSESHOE HAMMOND, INC
09-HH-03**

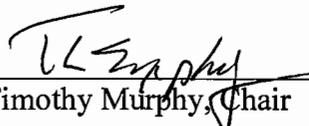
After reviewing the attached Settlement Agreement, the Indiana Gaming Commission hereby:

Approves
APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 17th DAY OF SEPTEMBER, 2009.

THE INDIANA GAMING COMMISSION:


Timothy Murphy, Chair

ATTEST:


Marc Fine, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
HORSESHOE HAMMOND, LLC) **09-HH-03**
)

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

COUNT I

1. 68 IAC 2-3-9.2 (b) states riverboat licensees must advise the enforcement agent, on a form prescribed or approved by the commission, when one (1) of the following events occurs with an occupational licensee: (1) The occupational licensee’s employment with the riverboat licensee is terminated for any reason. The form must be submitted to the enforcement agent within fifteen (15) days of the occurrence of the change or action.
2. On April 10, 2009, a Gaming Agent received termination paperwork for an employee who was terminated on July 18, 2008.
3. On April 17, 2009, a Gaming Agent received termination paperwork for an employee who was terminated on August 18, 2008.
4. On June 6, 2009, during a routine inspection of the Horseshoe Licensee Profiles, a Gaming Agent noticed that a Slot Performance Manager had an expired badge. A Human Resources Representative explained that the employee was terminated on March 28, 2009. The termination paperwork was given to the Gaming Agent on June 11, 2009.

COUNT II

5. 68 IAC 2-3-8 states that an occupational license must be renewed annually.
6. On April 17, 2009, a Main Banker came to the IGC office to renew her badge which had expired on March 7, 2009.

7. On May 19, 2009, the Gaming Enforcement Supervisor was notified about a Slot Supervisor that had not renewed her gaming badge since April 28, 2008.
8. On June 1, 2009, a Gaming Agent received termination paperwork for a Slot Attendant. While updating the Commission's licensing database the Agent found that the Slot Attendant was listed as an inactive employee. The employee was terminated on May 5, 2007 when she went on FMLA leave and when she returned she failed to renew her badge. The employee's last annual renewal was on March 2, 2007. The casino allowed the employee to work with an expired badge for fourteen (14) months.
9. On June 12, 2009, a Table Game Supervisor and a Slot Ambassador came to the IGC office to renew their badges which had expired on April 25, 2009 and February 28, 2008 respectively.
10. On June 12, 2009, a Gaming Agent was contacted by a Human Resources Representative inquiring about the annual renewal date for a Server. The Server's license expired on May 9, 2008.

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 IC 4-33, 68 IAC and/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 \$10,000 (\$6,000 for Count I and \$4,000 for Count II) 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 \$10,000 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.

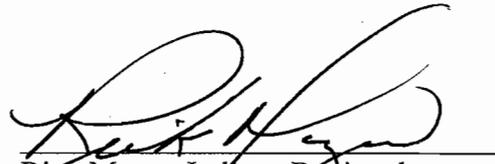
This Settlement Agreement shall be binding upon the Commission and Horseshoe.

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

Sept 9. 16. 09
Date



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

9-3-09
Date