

**ORDER 2013-112
IN RE SETTLEMENT AGREEMENT
HORSESHOE HAMMOND, LLC
13-HH-02**

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

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

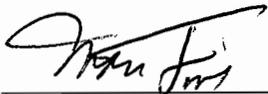
IT IS SO ORDERED THIS THE 27th DAY OF JUNE, 2013.

THE INDIANA GAMING COMMISSION:



Matt Bell, Chair

ATTEST:



Marc Fine, Vice-Chair

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
HORSESHOE HAMMOND, LLC)	13-HH-02
)	

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. 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 January 25, 2013, a Gaming Agent was contacted by a Security Supervisor in regards to an underage person at the Total Rewards Desk. The underage person had presented a passport as identification to the Security Officer who let her enter the casino. The underage person was 19 years old.
3. On March 27, 2013 a Gaming Agent was notified by a Security Supervisor that an underage person had entered the casino. The Agent reviewed video coverage and found that the underage person was allowed to enter through the turnstile without being asked for identification.
4. On March 28, 2013 a Gaming Agent was contacted by a Security Officer regarding an underage person who had used a fraudulent identification to enter the casino. Video review showed the Security Officer at the turnstile scanned the identification through the casino’s identification scanner, which showed the ID belonged to a male and the underage person was a female.

COUNT II

5. 68 IAC 2-3-8 states (a) an occupational license must be renewed annually.

(b) An occupational licensee must request renewal of the license on a form prescribed by the commission no less than thirty (30) days before the expiration of the occupational license. The occupational licensee must complete the form and provide the commission with any information or documents which the commission deems necessary.

6. On January 2 and January 10, 2013 the Commission's Licensing Coordinator received renewals for two employees whose licenses expired on December 19, 2012. On April 17, 2013 a renewal was received for an employee whose license expired on March 12, 2013. On April 23, 2013 two renewals were received with expiration dates of January 10, 2013.

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 \$20,000 (\$15,000 for Count I and \$5,000 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 \$20,000 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

6-26-13

Date



Dan Nita, General Manager
Horseshoe Hammond, LLC

6/10/13

Date