

**ORDER 2008-105
IN RE SETTLEMENT AGREEMENT**

**HORSESHOE HAMMOND, LLC
08-HH-03**


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 28th DAY OF AUGUST, 2008.

THE INDIANA GAMING COMMISSION:



William Barrett, Chair

ATTEST:



Thomas Swihart, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
HORSESHOE HAMMOND, LLC)	08-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 15-5-2(d) states that the riverboat 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 were made. In addition a copy of Form RG-1 shall be filed with the commission.
2. The RG-1 forms for gaming days March 6, 2008 and May 18, 2008 for Horseshoe were filed late.

COUNT II

3. 68 IAC 2-3-8 states that an occupational license must be renewed annually.
4. 68 IAC 2-3-9.2 (b)(2) states that the riverboat licensee must advise the enforcement agent, on a form prescribed or approved by the commission, when an occupational licensee transfer to another position with the riverboat licensee.
5. On May 2, 2008, a Dealer reported to the Commission Office because his badge would not swipe at the time clock because it had expired. The license expired on April 16th. A Bar Porter also reported to the Commission Office on the same day. His license expired on April 11, 2008. A Total Rewards Representative also came to the Commission Office to renew her license, which had expired on April 26, 2008. A Gaming Agent had informed the HR Department that her license had expired.
6. On June 13, 2008, a Planning and Analysis Sr. Analyst renewed her license which had expired on June 6, 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 the Riverboat Gambling Act, Title 68 of the Indiana Administrative Code 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 total of \$9,000 (\$5,000 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 \$9,000 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

8.25.08

Date



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

08/21/08

Date