

**ORDER 2025-62
IN RE SETTLEMENT AGREEMENT**

**HORSESHOE HAMMOND, LLC
25-HH-01**

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 23rd DAY OF JUNE, 2025.

THE INDIANA GAMING COMMISSION:



Joseph R. Heerens, Chair

ATTEST:



Michael E. Williams, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
HORSESHOE HAMMOND, LLC)	25-HH-01

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Joe B. Hoage and Horseshoe Hammond, LLC ("Horseshoe Hammond"), (collectively, the "Parties") desire to enter into this settlement agreement ("Agreement") 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. IC 4-33-9-12(a) provides 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. 68 IAC 1-11-1(c) provides a person under twenty-one (21) years of age shall not be present in a casino.
3. On January 4, 2025, Surveillance notified Gaming Agents that a male patron who was involved in a wallet theft earlier in the day and was discovered to be underage. The male patron suspected in the wallet theft had dropped an Illinois state identification ("ID") that revealed that he was underage.
4. A review of surveillance coverage determined that the underage person entered the casino with an unidentified older male and unidentified elderly female. The underage person was allowed onto the casino floor without having his ID checked by two (2) Security Ambassadors.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Horseshoe Hammond by and through its agents as described herein constitute a breach of IC 4-33, IC 4-38, 68 IAC, and/or Horseshoe Hammond's approved internal control procedures. The Commission and Horseshoe Hammond hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Horseshoe Hammond.

Horseshoe Hammond shall pay to the Commission a total of \$1,500 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged above. If the Commission subsequently discovers facts that give rise to additional or

separate violations, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in the findings above.

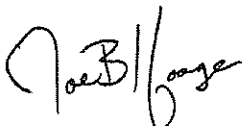
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Horseshoe Hammond agrees to promptly remit payment in the amount of \$1,500 and waive all rights to further administrative or judicial review.

This 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 Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

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

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



Joe B. Hoage, Executive Director
Indiana Gaming Commission

5/23/25

Date



William Gustafson, General Manager
Horseshoe Hammond, LLC

5/20/25

Date