

**ORDER 2009-205
IN RE SETTLEMENT AGREEMENT
CAESARS RIVERBOAT CASINO, LLC
09-CS-04**

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

Approves
APPROVES OR DISAPPROVES

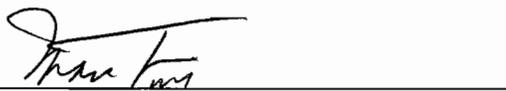
the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 12th DAY OF NOVEMBER, 2009.

THE INDIANA GAMING COMMISSION:


Timothy Murphy, Chair

ATTEST:


Marc Fine, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
CAESARS RIVERBOAT CASINO, LLC)	09-CS-04
d/b/a HORSESHOE CASINO HOTEL)	
SOUTHERN INDIANA)	

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

COUNT I

1. 68 IAC 2-3-9.2 (b) and (c) state that 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. After advising the casino of the requirements of 68 IAC 2-3-9.2 (b) and (c) on May 12, 2009 and June 23, 2009, a Gaming Agent received termination paperwork on June 26, 2009 for an employee terminated on May 21, 2009.
3. On July 20, 2009, the Gaming Agent received termination paperwork on eight employees who were terminated: one on June 12th, one on June 18th, three on June 20th, one on June 21st and two on June 25, 2009.

COUNT II

4. 68 IAC 11-1-6(b) states failure to comply with approved internal control procedures may result in the initiation of a disciplinary action. Pursuant to Horseshoe Southern Indiana’s Internal Controls Section M: Rules of the Game 12.16, Jackpot Drop Procedures, item 4, the poker room supervisor will collect and count the funds in the presence of the security officer and the funds will be transported to the cashier cage.

5. On August 18, 2009, during an unannounced program audit, the Gaming Commission Audit Staff observed the table drop. During the table drop, the Audit Staff observed a patron assisting the Security Officer with the placement of a jackpot drop box. The jackpot drop box was removed so that the Security Officer could remove the drop box. The patron, not an occupational licensee, was observed picking up the jackpot drop box and reattaching it to the table while security looked on.

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.

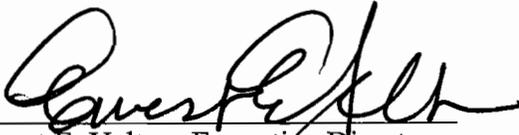
Horseshoe South shall pay to the Commission a total of \$13,500 (\$10,000 for Count I and \$3,500 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations 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 \$13,500 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

Nov 9, 2009

Date

Eileen Moore

Eileen Moore, General Manager
Caesars Riverboat Casino, LLC

11/4/09

Date