

**ORDER 2014-178**  
**IN RE SETTLEMENT AGREEMENT**  
**CAESARS RIVERBOAT CASINO, LLC**  
**DBA HORSESHOE CASINO HOTEL SOUTHERN INDIANA**  
**14-CS-03**

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

**APPROVED**

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APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS 18th DAY OF SEPTEMBER, 2014.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Matt Bell, Chair

ATTEST:

  
\_\_\_\_\_  
Cris Johnston, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>CAESARS RIVERBOAT CASINO, LLC</b>	)	<b>14-CS-03</b>
<b>d/b/a HORSESHOE CASINO HOTEL</b>	)	
<b>SOUTHERN INDIANA</b>	)	

**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**

1. 68 IAC 1-5-1(10) states a casino or supplier licensee shall provide a written notice to the executive director as soon as the casino or supplier licensee becomes aware of an apparent criminal activity taking place at the casino. A casino licensee shall submit the notice required under this subdivision to a gaming agent in addition to submitting it to the executive director.
2. On June 2, 2014 a Gaming Agent was informed by a Security Supervisor that an employee at the JB Café had reported to him her credit card account was unknowingly used by another JB Café employee without her consent. The employee told the Security Supervisor that the other employee admitted writing down her credit card number when text messages between the two employees were exchanged. On June 1, 2014 the employee who wrote down the credit card number was confronted about the situation by the JB Café Supervisor, who is also her cousin. Once the employee was confronted by the JB Café Supervisor she clocked out and turned in her casino gaming badge. The Agent attempted to contact the employee but was unsuccessful. The Agent spoke to the JB Café Supervisor and she informed the Agent when the employee was confronted about the situation, she refused to talk about it and walked out leaving behind her badge. She also informed the Agent that she has not had any contact with the employee since she walked out. On June 15, 2014 the Agent went to the JB Café to speak to the Manager to see if the Supervisor had been disciplined. The Agent was informed that the Supervisor had left her employment with the casino on June 12<sup>th</sup> or 13<sup>th</sup>.

**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 \$1,000 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 \$1,000 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 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

9.15.14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
John D. Smith, General Manager  
Caesars Riverboat Casino, LLC

9-4-14  
\_\_\_\_\_  
Date