

**ORDER 2014-230
IN RE SETTLEMENT AGREEMENT
HORSESHOE HAMMOND, LLC
14-HH-02**

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

APPROVES / DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS 20th DAY OF NOVEMBER, 2014.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:


Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
HORSESHOE HAMMOND, LLC)	14-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 August 11, 2014 a Gaming Agent was contacted by a Security Supervisor regarding an underage person and possible incident that occurred on the third floor of the Marina garage. The Gaming Agent spoke to the underage person, who stated he did not have identification (“ID”), but verbally identified himself and admitted to being twenty years old. The underage person then stated he knew he was not supposed to be on the casino floor, but had run into the casino to contact his brother about what happened. The Agent surveyed video coverage and found that the underage person had entered the casino on three separate occasions and each time had not been asked for ID. On the third occasion the Security Officers tried to stop the underage person from entering the casino, but he ran past them.

COUNT II

3. 68 IAC 17-1-1(f) states EPROMs shall be transported separately from the shipment of electronic gaming devices.
4. 68 IAC 2-2-1(a) states the following may not be used for gaming by any casino licensee prior to the executive director, or the executive director's designee,

authorizing their inclusion in the commission's online database of approved items and technologies:

- (1) Electronic gaming devices and any component parts material to gaming activity.
5. 68 IAC 2-6-2(b) states if a casino licensee intends to use any item or technology referenced in subsection (a) that does not appear in the commission's database, the casino licensee must seek approval for the item or technology by petitioning the executive director, in writing, for inclusion in the database.
6. On August 16, 2014 the Gaming Supervisor advised a Gaming Agent of an incident with a delivered shipment of electronic gaming devices. The devices were shipped from a sister property in Las Vegas and the EPROMS were still inside the machines. The Agent investigated and verified that the EPROMS were shipped inside the devices. Eight EPROM chips were removed from the devices and given to the Gaming Agents to verify the approval of the chips in the EGD System. The Agent was able to verify four of the eight chips. Four of the chips were not approved in the state of Indiana.

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.

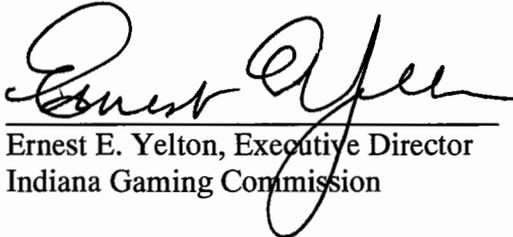
Horseshoe shall pay to the Commission a settlement of \$10,000 (\$3,000 for Count I and \$7,000 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. Neither this agreement nor any action performed pursuant 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 \$10,000 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.

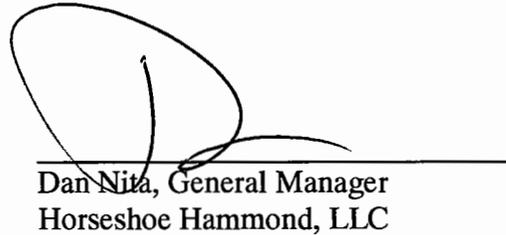
This Settlement Agreement shall be binding upon the Commission and Horseshoe.

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

11.13.14
Date



Dan Nita, General Manager
Horseshoe Hammond, LLC

11/10/14
Date