

**ORDER 2014-231
IN RE SETTLEMENT AGREEMENT
CAESARS RIVERBOAT CASINO, LLC
DBA HORSESHOE SOUTHERN INDIANA
14-CS-04**

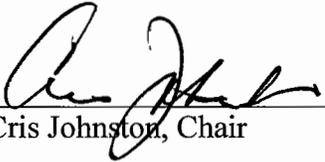
After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

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
CAESARS RIVERBOAT CASINO, LLC)	14-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

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 September 12, 2014 a Gaming Agent was contacted by a Security Shift Manager regarding an underage person that he believed presented someone else’s identification (“ID”) and successfully entered the casino. The Security Shift Manager told the Agent that he had been called to the turnstiles by a Security Officer and asked to check the ID. The Security Officer also told the Security Shift Manager that he thought he had previously scanned another ID with the same name. The Security Officer began to review recent scans in the casino’s computer system. The Security Shift Manager approached the underage male to question him about the information on the ID. The male was able to correctly answer all of the questions. The Security Shift Manager allowed the underage male to enter the casino. The Security Officer then discovered the previously scanned ID. The Gaming Agent reviewed surveillance coverage and found that the ID that the underage male presented contained the same information as the ID presented seven minutes earlier by the actual person. The Agent further verified that the Security Shift Manager spoke to the underage male and allowed him to enter the casino.

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 \$1,500 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 \$1,500 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.

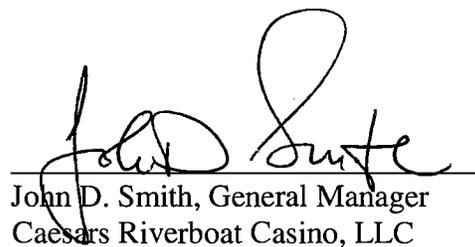
This Settlement Agreement shall be binding upon the Commission and Horseshoe South.

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

11.13.14
Date



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

11/7/14
Date