

ORDER 2019-166

IN RE SETTLEMENT AGREEMENT

**HOOSIER PARK, LLC d/b/a HARRAH'S HOOSIER PARK
19-HP-03**

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

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

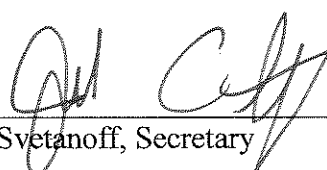
IT IS SO ORDERED THIS THE 28th DAY OF AUGUST, 2019.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
HOOSIER PARK, LLC)	19-HP-03
d/b/a HARRAH'S HOOSIER PARK)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Sara Gonso Tait and Hoosier Park, LLC ("Hoosier Park"), (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

COUNT I

1. 68 IAC 11-9-2(a) states the casino licensee or trustee shall submit to the executive director internal control procedures concerning the withholding of cash winnings from delinquent obligors in accordance with 68 IAC 11-1.
2. 68 IAC 11-1-3(c)(4) states that no casino licensee or casino license applicant may use an internal control procedure unless the internal control procedure has been approved, in writing, by the executive director.
3. 68 IAC 13-1-1(b)(2) and (3) states the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe the licensee is not complying with licensure conditions or is not complying with this Act or this title.
4. Harrah's Hoosier Park approved internal control procedures, N-1, describe the procedures for the Child Support Intercept Process.
5. On April 15, 2019, a Gaming Agent audited the Child Support Arrears Delinquency Registry (CSADR) for April 2019. The results of this audit found three (3) individuals were not searched through the CSADR system at the time a taxable jackpot was won.

COUNT II

6. IC 4-35-7-2 states a person who is less than twenty-one (21) years of age may not be present in the area of a racetrack where gambling games are conducted.

7. 68 IAC 1-11-1(c) states a person under twenty-one (21) years of age shall not be present in a casino.
8. On May 22, 2019, security notified Gaming Agents that an underage person had been identified at the rewards desk. A review of surveillance coverage confirmed the underage person spoke to a Security Officer at the casino entrance who gave the underage person directions to the rewards desk but failed to request the underage person's identification.

COUNT III

9. 68 IAC 2-6-40(d) states a progressive controller entry authorization log must be maintained within each controller. The log shall be on a form prescribed by the commission and completed by an individual gaining entrance to the controller.
10. On May 30, 2019, a Gaming Agent was assisting an Electronic Games Tech with a progressive controller when it was discovered that the progressive entry authorization log (PEAL) was missing. It is unknown when the PEAL was misplaced or lost.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Hoosier Park by and through its agents as described herein constitute a breach of IC 4-35, 68 IAC and/or Hoosier Park's approved internal control procedures. The Commission and Hoosier Park hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Hoosier Park.

Hoosier Park shall pay to the Commission a total of \$4,000 (\$1,500 for Count I, \$1,500 for Count II and \$1,000 for Count III) and submit a corrective action plan regarding Count III for replacing and developing new cards for the slot system 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 in the findings 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, Hoosier Park agrees to promptly remit payment in the amount of \$4,000 and submit a corrective action plan and shall 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 shall be binding upon the Commission and Hoosier Park.

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



Sara Gonso Tait, Executive Director
Indiana Gaming Commission



Trent McIntosh, General Manager
Harrah's Hoosier Park, LLC

8/26/19

Date

8/21/19

Date