

ORDER 2019-51

IN RE SETTLEMENT AGREEMENT

**HOOSIER PARK, LLC d/b/a HARRAH'S HOOSIER PARK
19-HP-01**

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

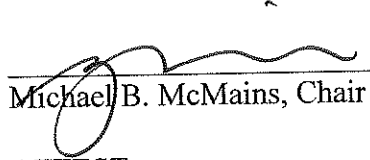
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

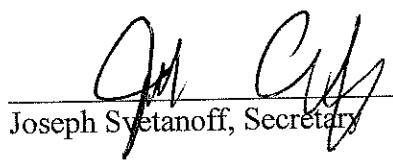
IT IS SO ORDERED THIS THE 8th DAY OF MARCH, 2019.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Joseph Syetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
HOOSIER PARK, LLC)	19-HP-01
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. Hoosier Park's approved internal controls, N-1, describe the procedures for the Child Support Intercept Process.
5. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (CSADR) for July-September 2018. The results of this audit were that two (2) patrons were not searched in the CSADR after winning a taxable jackpot.

COUNT II

6. 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.

7. 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.
8. Hoosier Park's approved internal control procedures, E-15.1, describe the procedures for Ticket In/Ticket Out (TITO) Issuance.
9. On December 13, 2018, an Electronic Games Assistant Manager notified Gaming Agents that a TITO valued at \$4,097 had been presented at the main cage by a patron. A review of the electronic gaming device (EGD) found the jackpot setting had been set incorrect at \$11,999. The cash out voucher amount was also set incorrectly at zero (0), which allows for any ticket value print.
10. 68 IAC 17-1-2(c) states before an electronic gaming device is removed from the casino floor, the casino licensee or casino license applicant must ensure the following actions are taken:
 - (1) The hopper is emptied in accordance with 68 IAC 15-11-4.
 - (2) An enforcement agent removes the evidence tape that was affixed in accordance with 68 IAC 2-6-19.
 - (3) Before an electronic gaming device is removed from Indiana, the casino licensee or casino license applicant shall:
 - (A) remove the commission registration tag; and
 - (B) return the tag to the enforcement agent.An enforcement agent must be present when the commission registration tag is removed.
11. 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.
12. 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.
13. Hoosier Park's approved internal control procedures, E-10, letter X, describe the procedures for EGD movement.
14. On January 17, 2019, a Gaming Agent was removing software from an EGD that was being removed from the gaming floor and observed the EGD still contained a bill validator (BV). The Electronic Games Supervisor notified the Gaming Agent that there were EGDs already taken off the casino floor that might contain BV boxes. It was determined that three (3) EGDs in back of the house hallway contained a BV box.
15. On January 17, 2019, Gaming Agents were notified that an additional four (4) EGDs had been removed from the casino floor, each still containing a BV box.

16. 68 IAC 2-6-6(c) states if a casino licensee converts an electronic gaming device, the casino licensee must take the following steps: (5) The casino licensee shall do the following: (B) Perform a coin test to ensure that the electronic gaming device is communicating with the central computer system. If the electronic gaming device is not communicating with the central computer system, the electronic gaming device must be disabled.
17. On December 28, 2018, a waiver was issued to Hoosier Park for a carpet replacement project. The waiver required 10% of the affected EGDs to be coin tested, at least one (1) EGD per bank.
18. On January 19, 2019, a Gaming Agent was conducting coin tests with an Electronic Games Tech when the Gaming Agent noticed a patron playing an EGD. It was determined that the EGD was in the restricted area, required coin testing and should have been out of service.

Immediately thereafter, a Gaming Agent identified another patron playing an EGD in the restricted area. The Gaming Agent immediately halted the coin test and required all EGDs in the restricted area be placed out of service.
19. 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.
20. On January 28, 2018, an Electronic Games Tech requested a Gaming Agent's assistance with the removal of a progressive controller during the carpet replacement project. The Gaming Agent utilized his key to access the progressive controller. It was determined that the progressive controller did not contain the required progressive controller entry authorization log.

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 \$5,000 (\$1,000 for Count I and \$4,000 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 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 \$5,000 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.

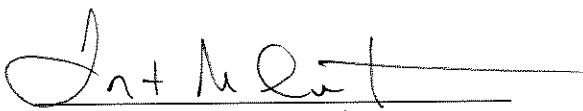
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

2/26/19

Date



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

2/22/19

Date