

**ORDER 2022-217
IN RE SETTLEMENT AGREEMENT**

**HOOSIER PARK, LLC d/b/a HARRAH'S HOOSIER PARK
22-HP-04**

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 15th DAY OF DECEMBER 2022.

THE INDIANA GAMING COMMISSION:



Milton O. Thompson, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
HOOSIER PARK, LLC)	22-HP-04
d/b/a HARRAH'S HOOSIER PARK)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Greg Small 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) provides 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) provides 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. Hoosier Park's approved internal control procedures describe the procedures for the Child Support Arrears Delinquency Registry in N-1.
4. Gaming Agent's audited the Child Support Arrears Delinquency Registry (CSADR) for July 2022. 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

5. 68 IAC 11-7-1(b) provides for the purposes of this rule, "sensitive keys" means keys that either management or the commission considers sensitive to the casino licensee's operation and therefore require strict control over custody and issuance.
6. 68 IAC 11-7-3(b) provides that sensitive keys shall be returned to custody and signed in by the same occupational licensee they were issued to unless there is a documented change of shift.
7. On October 11, 2022, an Electronic Games Technical Supervisor reported an issue while performing an emergency drop ("e-drop"). After performing three (3) e-drops, the key to

his padlock broke. The padlock was used to secure the dropped "hot" boxes inside the collection cart. The Electronic Games Technical Supervisor advised that he would be leaving collection cart with the three (3) "hot" boxes inside the soft count room until a maintenance worker could cut off the padlock. The Electronic Games Technical Supervisor then advised the Gaming Agents that the padlock was his own personal padlock and that the key to the padlock was never submitted as a sensitive key. The Electronic Games Technical Supervisor further advised that he had been using this padlock for two (2) to three (3) years.

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, IC 4-38, 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 \$8,000 (\$3,000 for Count I and \$5,000 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 each Count 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 \$8,000 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 may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

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.

Greg Small
Greg Small, Executive Director
Indiana Gaming Commission

12/14/2022
Date

Trent McIntosh
Trent McIntosh, General Manager
Hoosier Park, LLC d/b/a Harrah's Hoosier
Park

12/7/22
Date