

**ORDER 2016-204
IN RE SETTLEMENT AGREEMENT**

**HOOSIER PARK LLC.
16-HP-02**

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

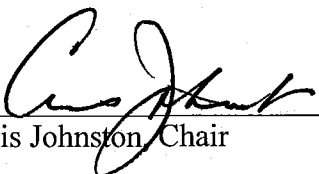
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.


IT IS SO ORDERED THIS THE 8th DAY OF SEPTEMBER, 2016.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
HOOSIER PARK LLC.)	16-HP-02
)	

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 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 4-35-7-2 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 May 21, 2016, a Gaming Agent was contacted by a Security Supervisor regarding an underage person allowed on the casino floor. The Agent met the Security Supervisor and the underage person at the main entrance to the casino. The underage person informed the Agent that she had previously presented her identification, was allowed on the casino floor, exited to the horse track side and then was denied entry when she tried to reenter the casino. The Agent reviewed surveillance coverage and found that the underage person presented her identification to the Security Officer at the turnstile. The Security Officer allowed the underage person to enter the casino.

COUNT II

1. 68 IAC 12-1-5(f)(3) states surveillance must be capable of providing a view of the electronic gaming device with sufficient clarity to observe the result of the game.
2. 68 IAC 15-13-2(b)(1) states the policies and procedures for manually paid jackpots shall include the manner in which the slot attendant will verify the validity of the jackpot.
3. On May 4, 2016, a Gaming Agent was notified by the Gaming Supervisor regarding an incident that occurred on the Organic Craps machine. The Agent went to the Surveillance Room and spoke to the Surveillance Manager who told the Agent that they were reviewing the incident. The Surveillance Manager told the Agent that he had been contacted by an Electronic Games Shift Manager who noticed a large amount of hand pays at the machine. Surveillance found that the

dice on the Craps machine were not moving and the machine was allowing patrons to continue placing bets. The machine malfunctioned at approximately 7:40 PM and was not reported until approximately 2:30 AM. When the dice stopped rolling the machine should have gone into an error mode and shut down. The casino managed to void \$35,331 in TITO tickets not redeemed, but lost \$156,941 in hand pays and TITO tickets that were redeemed.

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 the Riverboat Gambling Act, Title 68 of the Indiana Administrative Code 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. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

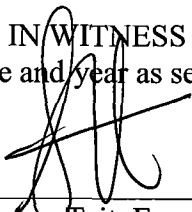
Hoosier Park shall pay to the Commission a total of \$6,500.00 (\$1,500 for Count I and \$5,000 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. Neither this agreement nor any action performed pursuant to it will constitute an admission of any violation by Hoosier Park. 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, Hoosier Park agrees to promptly remit payment in the amount of \$6,500.00 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 Hoosier Park.

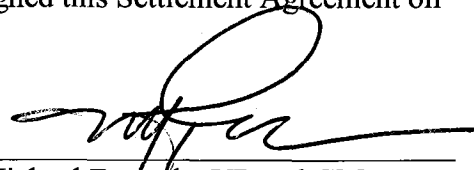
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date and year as set forth below.



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

8/29/16

Date



Michael Facenda, VP and GM
Hoosier Park

8/15/16

Date