

**ORDER 2017-204
IN RE SETTLEMENT AGREEMENT**

**HOOSIER PARK, LLC.
17-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 16th DAY OF NOVEMBER, 2017.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

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|-----------------------------|---|-------------------|
| IN RE THE MATTER OF: |) | |
| |) | SETTLEMENT |
| HOOSIER PARK, LLC. |) | 17-HP-03 |
| |) | |

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 September 1, 2017, a Security Supervisor notified a Gaming Agent that he had detained a minor who claimed she had been on the casino floor on a different occasion.
3. A review of surveillance coverage confirmed the minor had been let onto the casino floor earlier in the evening at the main entrance. At that time, the Security Officer checked her identification and allowed her to access the casino floor.

COUNT II

4. 68 IAC 2-3-9.2(b) states riverboat licensees must advise the enforcement agent, on a form prescribed or approved by the commission, when one (1) of the following events occurs with an occupational licensee: (1) The occupational licensee's employment with the riverboat licensee is terminated for any reason. 68 IAC 2-3-9.2(c) requires the form must be submitted to the enforcement agent within fifteen (15) days of the occurrence of the change or action.
5. On August 4, 2017, a Gaming Agent received termination paperwork through interoffice mail. A Program Clerk’s date of separation was December 22, 2016.

COUNT III

6. 68 IAC 2-6-38(a) states when a progressive jackpot is recorded on an electronic gaming device which is attached to the progressive controller, the progressive controller must allow for the following: (1) The displaying of the winning amount. (2) The displaying of the electronic gaming device identification that caused the progressive meter to activate if more than one (1) electronic gaming device is attached to the controller.
7. 68 IAC 2-6-38(b) states the progressive controller is required to send to the electronic gaming device the amount that was won. The electronic gaming device is required to update its electronic meters to reflect the winning jackpot amount consistent with this rule.
8. 68 IAC 2-6-38(c) When more than one (1) progressive electronic gaming device is linked to the progressive controller, the progressive controller shall automatically reset to the reset amount and continue normal play. During this time, the progressive meter or another attached approved device must display the following information: (1) The identity of the electronic gaming device that caused the progressive meter to activate. (2) The winning progressive amount. (3) The new normal mode amount that is current on the link.
9. On August 28, 2017, an Electronic Games Supervisor met a Gaming Agent at an electronic gaming device (EGD) and advised the Gaming Agent that a patron had a winning combination of "9 Quick Hits." On this EGD, when the "9 Quick Hits" are scattered and visible anywhere on the reel strips, it results in a win of the top award or highest progressive jackpot. The Electronic Games Supervisor advised that when she arrived at the EGD, the Quick Hit logos were lit up showing the winning combination, however, when the Gaming Agent arrived at the EGD, none of the Quick Hit logos were lit up, nor was there any indication on the device that a winning combination had been won by the player besides the visible 9 Quick Hits on the reels.

The progressive log was reviewed and showed the progressive win history on this EGD, however, the history did not indicate the amount that had been won. The progressive win history only showed "Amount-JKPT". There were also no alerts to the back of the house that a jackpot had been won. This is a linked progressive and while observing the other machines linked to the progressive, a Gaming Agent determined that the progressive amount had not been reset to the seed amount after the jackpot had been won.

COUNT IV

10. 68 IAC 2-6-6(c) states if a casino licensee converts an electronic gaming device, the casino licensee must take the following steps: (4) In the presence of an enforcement agent, a slot technician or the equivalent shall ensure that the payglass installed on the electronic gaming device accurately reflects the payouts for the control program medium that has been installed in the electronic gaming device. The payglass test may be performed by either: (A) running the payout table test; or (B) ensuring the payglass

matches the approved diagram set forth in the payglass manual maintained by the commission. (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.

11. On August 18, 2017, an Electronic Games Technician notified a Gaming Agent that new reel strips were being installed on two electronic gaming devices (EGD). When the Agent questioned why new reel strips were being installed, the Electronic Games Technician advised the wrong reel strips had been installed on the game on August 1, 2017. The previously installed reel strips were for a single line payout game rather than a five lines and five credits payout game. The EGD had been in play for 17 days with the incorrect reel strip. Since the incorrect reel strips were installed on this machine, it resulted in the payglass being an inaccurate representation of possible winning combinations to the patron. While completing the reel strip test, the Gaming Agent also discovered the top award displayed on the machine was incorrect.

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. 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 \$9,000 (\$3,000 for Count I, \$1,000 for Count II, \$3,000 for Count III and \$2,000 for Count IV) 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.

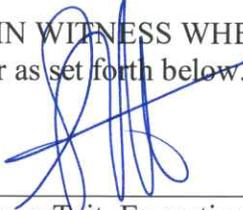
Upon execution and approval of this Settlement Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Settlement Agreement by the Commission, Hoosier Park agrees to promptly remit payment in the amount of \$9,000 and shall waive all 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.

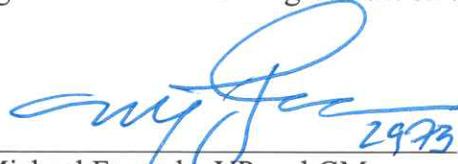
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date and year as set forth below.



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

11/15/17

Date



Michael Facenda, VP and GM
Hoosier Park, LLC

11/9/17

Date