

**ORDER 2023-137
IN RE SETTLEMENT AGREEMENT**

**HOOSIER PARK, LLC
d/b/a HARRAH'S HOOSIER PARK
23-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 15th DAY OF SEPTEMBER, 2023.

THE INDIANA GAMING COMMISSION:



Milton O. Thompson, Chair

ATTEST:



Jason Dudich, Secretary

another identification into the scanner. Records showed that the identification did fail the Veridocs scan.

COUNT II

7. 68 IAC 11-3-5(4) provides the currency collection process shall proceed with the security officer obtaining the key to the bill validator drop boxes from the main bank in accordance with 68 IAC 11-7. The security officer shall turn the key over to the currency collection team member who is designated to collect the bill validator drop boxes.
8. 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.
9. 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.
10. On June 8, 2023, Security notified Gaming Agents that a sensitive key violation had occurred. It was reported that a Count Room Attendant returned a key set to the key box that was originally checked out by another employee, a Count Room Lead. The sensitive keys included an EGD Belly Glass Door and an EGD Cash Box Door.
11. Per the rule outlined above, the Count Team should not be checking out and returning the EGD keys for the drop process. These keys should be checked out by Security.

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 \$6,500 (\$1,500 for Count I and \$5,000 for Count II) and submit a corrective action plan for Count II addressing the ongoing sensitive key failures as well as ensuring their internal control procedures comply with the Commission regulations 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: 1) promptly remit payment in the amount of \$6,500, 2) submit a corrective action plan for Count II addressing the ongoing sensitive key failures as well as ensuring their internal control procedures comply with the Commission regulations and 3) 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.

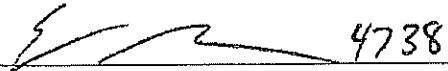
This Agreement shall be binding upon the Commission and Hoosier Park.

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



Greg Small, Executive Director
Indiana Gaming Commission

9/7/2023
Date



Colin Skidmore, Senior VP & GM of
Gaming
Hoosier Park, LLC d/b/a Harrah's Hoosier
Park

9/5/23
Date