

**ORDER 2023-183
IN RE SETTLEMENT AGREEMENT**

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

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

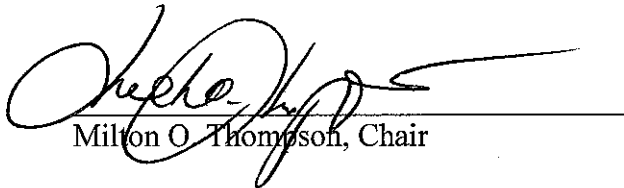
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 11th DAY OF DECEMBER, 2023.

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 |) | 23-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

1. 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.
2. 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.
3. Harrah's Hoosier Park's approved internal control procedures, P-2, describe the procedures for sensitive keys.
4. On July 1, 2023, Security notified Gaming Agents that they had received an email for a sensitive key violation. A review of surveillance coverage determined that the keys were checked out by a Cage Shift Supervisor and subsequently placed in a drawer inside the cage approximately 3.5 hours later. Approximately three (3) hours later, a different Cage Shift Supervisor found the keyset, removed it from the drawer, and returned it to the TRAKA box.
5. On August 21, 2023, Security notified Gaming Agents that a sensitive key violation had occurred. A review of surveillance coverage determined a sensitive key set had been checked out by a Cage Cashier, who took the keys to the cage and placed them in a drawer in the cage. Later, a second Cage Cashier entered the cage and was given the set of sensitive keys by the first Cage Cashier. The second Cage Cashier maintained possession of the keys until she returned them to the TRAKA box. The sensitive key set contained three (3) keys: two (2) keys for transaction bag and one (1) key for pad lock. This is a failure of custody and strict control of keys.
6. On September 13, 2023, Security notified Gaming Agents of a sensitive key violation, stating that a Cage Shift Supervisor had left the property without returning the keys. The Cage Shift Supervisor had left the key set in a drawer in the Employee Service Window

in the Main Bank. The keys were returned to the TRAKA Box by a Cage Training Supervisor while being escorted by a Security Shift Supervisor. The keys remained in the drawer overnight for approximately ten (10) hours prior to being discovered by the Cage Shift Supervisor. An email alert was sent to Security Dispatch at approximately one (1) a.m. on September 13, 2023, stating that the keys were overdue. The Dispatcher did not verify that the Cage Shift Supervisor was still on property when the alert was received. Additionally, the Dispatcher failed to make the appropriate notifications to initiate an investigation into the missing sensitive key.

7. On September 20, 2023, Security notified Gaming Agents that a sensitive key violation had occurred. A Cage Shift Supervisor (the same Cage Shift Supervisor from Violation #3) had left her sensitive key set on her desk unattended until the keys were discovered by another Cage Shift Supervisor, approximately two (2) hours later. A third Cage Shift Supervisor returned the sensitive keys to the TRAKA box.

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 \$11,500 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 \$11,500 and 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

11/17/23

Date

Colin Skidmore

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

11/16/23

Date