

**ORDER 2025-14
IN RE SETTLEMENT AGREEMENT**

**HOOSIER PARK, LLC
d/b/a HARRAH'S HOOSIER PARK
25-HP-01**

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 27th DAY OF MARCH 2025.

THE INDIANA GAMING COMMISSION:



Joseph R. Heerens, Chair

ATTEST:



Marc D. Fine, Commissioner

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
HOOSIER PARK, LLC)	25-HP-01
d/b/a HARRAH'S HOOSIER PARK)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Joe B. Hoage 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 1-5-1(10) provides a casino licensee shall provide written notice to the Executive Director as soon as the casino licensee become aware of apparent criminal activity taking place at the casino. A casino licensee shall submit the notice required under this subdivision to a gaming agent in addition to submitting it to the executive director.
2. 68 IAC 11-3-3(c) provides that the casino licensee shall take the following security measures in the soft count room:
 - (3) The count procedures conducted in the soft count room must be conducted in full view of the surveillance cameras.
 - (7) No individual in the soft count room may remove his or her hands from or return them to a position on or above the count table unless the individual holds the backs and palms of his or her hands straight out and exposed to the view of the other individuals present in the soft count room and the surveillance camera.
 - (9) The soft count room shall be equipped with equipment that allows the surveillance department to do the following in accordance with 68 IAC 12-1: (A) Monitor and record the entire: (i) count process; and (ii) soft count room; both audibly and visually.
 - (12) The soft count room shall be designed and built to provide maximum security for the: (A) funds contained; and (B) activities that are conducted; in the soft count room.
3. 68 IAC 12-1-6(1) provides that surveillance employees must continuously monitor and visually record the soft count procedures in accordance with 68 IAC 11-3.
4. On May 13, 2024, Surveillance requested for Gaming Agents to come to the surveillance room to review surveillance coverage for money found totaling approximately \$500. The Gaming Agent proceeded to Surveillance and reviewed the surveillance coverage that showed the Count Room Manager with an undetermined amount of cash near the currency counter machine front edge, and a dark blue towel close by. The Count Room Manager appeared to have placed the money under the towel. The Gaming Agent

immediately began asking the Surveillance Supervisor a host of questions about when this occurred and if there had been a variance notification. The Surveillance Supervisor provided that he was still gathering information.

5. The Gaming Agent conducted a review of the surveillance coverage of the soft count process. The Count Room Manager was observed at the currency counter and handling an undetermined amount of cash without clearing his hands after handling the cash. The Count Room Manager was observed placing funds and a yellow asset tag to the side next to the dark blue towel. He did not clear his hands. The Count Room Manager shifted the blue towel to conceal approximately five (5) \$100 bills and one (1) \$1 bill. He did not clear his hands. The Count Room Manager is observed with several blue towels in his hand and the cart for Revenue Audit. He subsequently retrieved the blue towel with the \$501 next to the currency counter. The Count Room Manager is observed pushing the cart while the asset tag, blue towels and \$501 were in his left hand. The Count Room Manager is then observed placing the blue towels on a shelving unit and putting the \$501 into a clear bag inside the revenue audit cart. He subsequently adjusted the position of the clear bag on the cart. The Security Officer arrived in the count room and escorted the soft count team to the mantrap, including the Count Room Manager and revenue audit cart. The Security Officer inspected the jumpsuits and shoes. The Count Room Manager placed his jumpsuit on the revenue audit cart, partially on top of the clear plastic bag. The Security Officer inspected the cart, and the Count Room Manager attempted to remove the clear plastic bag. The Security Officer took the bag from the Count Room Manager and a conversation took place. There was no audio in the mantrap. The Security Officer used her radio and then a Security Shift Supervisor arrived in the mantrap. The Security Shift Supervisor inspected the bag. The Count Room Manager was observed removing the cash from the bag. The Security Shift Supervisor used her cell phone. She then collected the cash and exited the mantrap. The Security Officer left the mantrap with the soft count team. The Security Shift Supervisor was observed at the employee service window with the Assistant Cage Operations Manager.
6. The Gaming Agent interviewed the Security Shift Manager. She advised that the Security Officer requested assistance in the mantrap. The Security Officer advised that she had discovered cash within the paperwork for Revenue Audit. The Security Shift Manager just assumed that the money had been co-mingled with the paperwork. Since Security should not handle money, she directed the Count Room Manager to remove the funds from the clear plastic bag. She questioned the Count Room Manager about the money and he advised that it must have ended up in there when he was cleaning the currency counter machine. The Security Shift Supervisor reported the incident to Surveillance via her cell phone and advised she would be taking the found money to the employee service window. At no time during this incident did either Security team member call the Gaming Agents on their radio.
7. The Gaming Agent also interviewed three (3) Surveillance Operators that were on-duty during this incident. They all advised that they had the cameras up for the soft count room but admitted that they were not continuously monitoring the soft count process as required and were instead focusing on the casino floor and table games.

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 \$4,500 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.

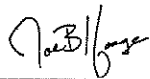
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Hoosier Park agrees to promptly remit payment in the amount of \$4,500 and waive all rights to further administrative 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.

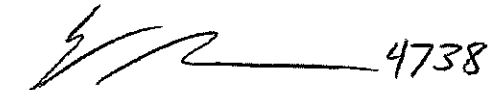
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



Joe B. Hoage, Executive Director
Indiana Gaming Commission

3/25/25

Date



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

2/28/25

Date