ORDER 2025-173 IN RE SETTLEMENT AGREEMENT

HOOSIER PARK, LLC d/b/a HARRAH'S HOOSIER PARK 25-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 18th DAY OF DECEMBER, 2025.

THE INDIANA GAMING COMMISSION:

Brent Embrey, Chair

ATTEST:

Chuck Cohen, Commissioner

STATE OF INDIANA INDIANA GAMING COMMISSION

| IN RE THE MATTER OF: |) | |
|-----------------------------|---|-------------------|
| |) | SETTLEMENT |
| HOOSIER PARK, LLC |) | 25-HP-02 |
| d/b/a HARRAH'S HOOSIER PARK | j | |

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

- 68 IAC 2-6-2(a) requires that the following may not be used for gaming by any casino licensee prior to the executive director, or the executive director's designee, authorizing their inclusion in the commission's online database of approved items and technologies:

 Electronic gaming devices ("EGD") and any component parts material to gaming activity, including, but not limited to, the following: (A) Random number generators. (B) All game media.
- 2. Harrah's Hoosier Park's approved internal control procedures, E-3, describe the characteristics of an EGD.
- 3. On July 2, 2025, Slot Technicians notified Gaming Agents that an electronic gaming device ("EGD") was placed into service prior to being coin test. in operation before coin testing. The EGD was in service for six (6) hours & thirty-five (35) minutes and played by six (6) individuals.

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 \$1,000 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 \$1,000 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 Paras set forth below. | rties have signed this Agreement on the date and year |
|---|--|
| Joe B. Hoage, Executive Director Indiana Gaming Commission | Colin Skidmore, Senior VP & GM of Gaming Hoosier Park, LLC d/b/a Harrah's Hoosier Park |
| 12/05/2025 | 12/3/25 |
| Date | Date |