

**ORDER 2018-49
IN RE SETTLEMENT AGREEMENT**

**HOOSIER PARK, LLC.
18-HP-01**

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

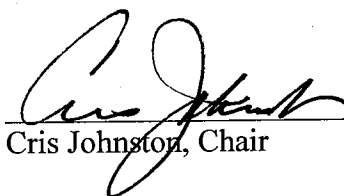
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 8th DAY OF MARCH, 2018.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
HOOSIER PARK, LLC.) **18-HP-01**
)

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

1. 68 IAC 1-5-1 states a casino or supplier licensee shall provide a written notice to the executive director as soon as the casino or supplier licensee becomes aware of the following: (10) 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 11-1-3(c)(4) states that no casino licensee or casino license applicant may use an internal control procedure unless the internal control procedure has been approved, in writing, by the executive director.
3. Hoosier Park’s Internal Control Procedure, E-12.9, describes the jackpot payout procedures for electronic gaming devices.
4. On February 15, 2017, a Surveillance Supervisor reported that a jackpot switch had been attempted by two patrons. It was determined that an Electronic Games Shift Supervisor failed to report the attempted jackpot switch to the Gaming Agents. Surveillance coverage was able to determine that a patron hit a jackpot for \$10,800 and this male patron had another person attempt to claim the jackpot for him. Surveillance was able to confirm the appropriate winner of the jackpot. The jackpot was placed in safekeeping as a “no ID jackpot” since the patron in question could not provide appropriate identification. Due to lack of positive identification, Gaming Agents were unable to determine the reason for the attempted switch.
5. On February 15, 2017, the Lead Surveillance Supervisor reported that on February 14, 2017, the Electronic Games Shift Supervisor had responded to another jackpot switch in the amount of \$19,660.48 and the jackpot was paid out. The Electronic Games Shift Supervisor failed to notify the Gaming Agents of the jackpot switch and failed to notify

surveillance of a jackpot over \$10,000 in order to verify the appropriate patron is being paid.

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.

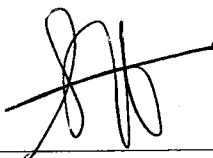
Hoosier Park shall pay to the Commission a total of \$4,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This Agreement extends only to those violations and findings of fact specifically alleged in the findings 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 \$4,000 and shall waive all rights to further administrative or judicial review.

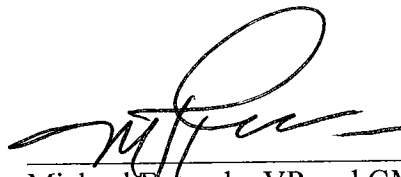
This Settlement Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Settlement Agreement. This Settlement Agreement may 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



Michael Pacenda, VP and GM
Hoosier Park, LLC

2/27/18

Date

3/6/18

Date

2/27/18