

**ORDER 2020-148
IN RE SETTLEMENT AGREEMENT**

**HOOSIER PARK, LLC d/b/a WINNER'S CIRCLE PUB, GRILLE AND OFF
TRACK BETTING, INDIANAPOLIS
20-OTB-IN-02**

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

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

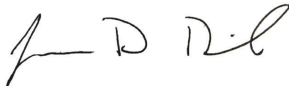
IT IS SO ORDERED THIS THE 23rd DAY OF NOVEMBER, 2020.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
)
HOOSIER PARK, LLC) **SETTLEMENT**
d/b/a WINNER'S CIRCLE PUB, GRILLE AND) **20-OTB-IN-02**
OFF TRACK BETTING, INDIANAPOLIS)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Sara Gonso Tait and Hoosier Park, LLC d/b/a Winner's Circle Pub, Grille and Off Track Betting, Indianapolis ("OTB Indy"), (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

COUNT I

1. Chapter 3, Section 5(a) of the Emergency rules for Sports Wagering provides sports wagering operations within a licensed facility shall be designed to promote optimum security of the licensed facility, and shall include the installation and maintenance of security and surveillance equipment, including closed circuit television equipment, pursuant to the requirements set forth in 68 IAC 12-1 and any other specifications approved by the executive director or executive director's designee.
2. 68 IAC 12-1-8(a)(G)(i) provides an activity log must include entries for the following events and notifications received by surveillance employees about the events: The beginning, end, and any interruptions of the soft count.
3. *corrected* On ~~March 5, 2020~~ ^{(February 5, 2020) MF2311}, Surveillance notified a Gaming Agent that OTB Indy failed to notify Harrah's Hoosier Park's surveillance team before starting and ending the closing count.

COUNT II

4. IC 4-38-5-4(a) provides a certificate holder or vendor may accept wagers on professional and collegiate sporting events approved for sports wagering by the commission, and other events as approved by the commission. A certificate holder or vendor may use data selected in a manner approved by the commission to determine whether a wager is a winning wager.
5. Chapter 7, Section 1(a) of the Emergency Rules for Sports Wagering provides before accepting wagers on any event category from patrons, a sports wagering operator must receive event category approval from the executive director or the executive director's designee. The sports wagering operator shall provide notice to the executive director or

the executive director's designee and such notice shall include the name of the sports governing body and a description of its policies and procedures regarding event integrity. The commission reserves the right to prohibit the acceptance of any wagers, and may order the cancellation of wagers and require refunds on any event for which wagering would be contrary to the public policies of the state.

6. On August 10, 2020, the Commission's Sports Wagering Investigator notified Gaming Agents that Caesars properties, including OTB Indy, had offered the Chinese Taipei Baseball League. The Chinese Taipei Baseball League was not a Commission approved event category.
7. On August 17, 2020, the Commission's Sports Wagering Investigator notified Gaming Agents that NYX Digital, the platform provider for Caesars, added Chinese Taipei Baseball League on April 8, 2020 when it was approved in New Jersey.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of OTB Indy by and through its agents as described herein constitute a breach of IC 4-38, 68 IAC, the Emergency Rules for Sports Wagering, and/or OTB Indy's approved internal control procedures. The Commission and OTB Indy hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against OTB Indy.

OTB Indy shall pay to the Commission a total of \$1,500 (\$1,000 for Count I and \$500 for Count II) and ensure that all wagers placed on all unapproved events, which are capable of being voided, are voided 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, OTB Indy agrees to: 1) promptly remit payment in the amount of \$1,500; 2) ensure that all wagers placed on all unapproved events are voided and the original wager is returned to the player; and 3) waive all rights to further administrative or judicial review.

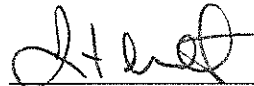
This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or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

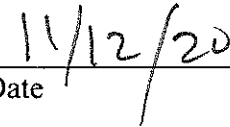
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.

Sara Gonso Tait, Executive Director
Indiana Gaming Commission



Trent McIntosh, General Manager
Hoosier Park, LLC

Date

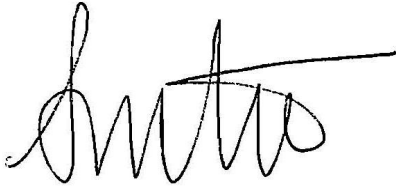


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Sara Gonso Tait, Executive Director
Indiana Gaming Commission

Trent McIntosh, General Manager
Hoosier Park, LLC

11/20/20

Date

Date