

**ORDER 2022-151
IN RE SETTLEMENT AGREEMENT**

**HOOSIER PARK, LLC
d/b/a HARRAH'S HOOSIER PARK
22-HP-03**

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 SEPTEMBER, 2022.

THE INDIANA GAMING COMMISSION:


Milton Thompson, Chair

ATTEST:


Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
HOOSIER PARK, LLC)	22-HP-03
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

COUNT I

1. 68 IAC 11-9-2(a) provides the casino licensee or trustee shall submit to the executive director internal control procedures concerning the withholding of cash winnings from delinquent obligors in accordance with 68 IAC 11-1.
2. 68 IAC 11-1-3(c)(4) provides 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 approved internal control procedures describe the procedures for the Child Support Arrears Delinquency Registry in N-1.
4. Gaming Agent's audited the Child Support Arrears Delinquency Registry (CSADR) for June 2022. The results of this audit found one (1) individual was not searched through the CSADR system at the time a taxable jackpot was won.

COUNT II

5. 68 IAC 11-3-6 provides the requirements for the soft count process.
6. Hoosier Park's approved internal control procedures, J-4, describe the currency collection process.
7. Hoosier Park's approved internal control procedures, J-5, describe the soft count process.
8. On June 22, 2022, Surveillance notified Gaming Agents that an electronic gaming device ("EGD") was not dropped during the half drop process. The Gaming Agent reviewed the surveillance daily log and identified that the Revenue Audit Clerk requested a review to

see if the EGD was dropped. The Gaming Agent also reviewed the slot drop variance report for gaming day June 21, 2022. The bill validator box contained \$5,829 in bills and \$7,337.13 in TITO's, totaling \$13,166.13, which created a variance.

9. On June 28, 2022, Surveillance notified Gaming Agents that a strap of \$100's, totaling \$10,000 was left in the soft count room. Surveillance provided that Revenue Audit advised the Cage Operations Manager that the drop amount was off by approximately \$10,000.
10. Hoosier Park's Regulatory Compliance Manager advised Gaming Agents that while Revenue Audit was reviewing the slot data system ("SDS") reporting, they noticed an accounting error with paperwork received from the soft count team. It was also noted that the total amount of funds were correctly calculated despite the strap of 100's being left in the verifier. Gaming Agents inquired if the total amount calculated by the soft count team and the blind count completed by the Main Banker matched. Hoosier Park's Regulatory Compliance Manager provided they did match. This appeared to be an improper purchase of the drop and a failure to provide a variance notification to Gaming Agents. Hoosier Park's Financial Controller agreed on the variance notification and stated that one would be submitted to the Gaming Agents.
11. The Gaming Agent Supervisor met with relevant casino staff and it appeared that the casino staff was confused about the 2% variance reporting. The Gaming Agent Supervisor pointed out that the Gaming Agents have only received two (2) variance notifications since December 2021. Based on this information, it was unknown if Hoosier Park was properly reporting variances to the Commission. The Gaming Agent Supervisor also inquired if the cage accountability sheet would reflect the improper purchase of the drop. Hoosier Park's Cage Operations Manager stated that the Main Banker was unaware of the missing strap so the accountability sheet should not reflect a negative amount. The Gaming Agent Supervisor advised the Cage Operations Manager she was confused by this statement since it was contrary to the Main Bank responsibilities. Further, the Gaming Agent Supervisor reviewed the count room checklist and it required the count team members to complete a final check of the room to ensure the soft count equipment was empty of any tickets or cash prior to exiting the room.

COUNT III

12. IC 4-35-7-2 provides except as provided in subsection (c), a person who is less than twenty-one (21) years of age may not be present in the area of a racetrack where gambling games are conducted.
13. 68 IAC 1-11-1(c) provides a person under twenty-one (21) years of age shall not be present in a casino.
14. On July 18, 2022, Surveillance notified Gaming Agents that an underage person had been on the casino floor. A review of surveillance coverage determined that the underage person was allowed entry to the casino floor by a Security Officer. The underage person

provided his identification to the Security Officer. The identification was scanned and the Veridocs screen turned red which indicated that the identification failed. The identification was handed back to the underage person without visual inspection and the underage person was allowed to enter the casino. The underage person was on the casino floor for approximately one (1) hour before exiting the casino and returning to his car.

15. The underage person returned to the Security podium a few minutes later. The underage person appeared to be upset and was permitted to re-enter the casino without presenting an identification. The underage person returned to the Security podium and presented his identification. The identification was scanned but not visually inspected. The underage person was allowed to enter the casino again. A few minutes later, a Security Officer approached the underage person since he reported a missing cell phone. The Security Officer inspected his identification but failed to realize the age discrepancy. The underage person cashed in a TITO and remained in the casino for a few hours prior to exiting the property again.
16. Approximately a half hour later, the underage person attempted to re-enter the casino again, however, after visual inspection of his identification by a Security Supervisor, the underage person was not allowed on the casino floor and subsequently left the property.

COUNT IV

17. 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.
18. 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.
19. On May 6, 2022, Security notified Gaming Agents that a Cage Shift Supervisor left a set of keys in the chip bank. The keys were placed in a chip bank drawer unsecured for approximately 14.5 hours. This set of keys has two (2) sensitive keys.
20. On May 12, 2022, Security notified Gaming Agents that a set of keys were found hanging from the belly door lock on an electronic gaming device ("EGD"). The set of keys had six (6) sensitive keys. It is unknown how long they were unsecured.
21. On May 29, 2022, Security notified Gaming Agents that a Dual Rate EGD Manager had lost his sensitive keys. The sensitive keys were located in an EGD on the casino floor. The keys were unsecured for approximately one (1) hour. The key set contained three (3) sensitive keys.
22. On June 22, 2022, Security notified Gaming Agents that a Cage Cashier had returned a set of sensitive keys that the Cage Cashier did not check out. A review of surveillance coverage determined that after checking out the sensitive keys, the Cage Cashier went to the chip bank. While in the chip bank, the Cage Cashier lays down the sensitive keys on a

counter where another set of sensitive keys is visible. The Cage Cashier looked at both sets of sensitive keys and took the incorrect set of keys. There are two (2) sensitive keys on the key set.

23. On July 11, 2022, Security notified Gaming Agents that a set of sensitive keys were taken off property by a Table Games Supervisor who walked over to the employee smoke area in front of the casino employee door. The key set had four (4) sensitive keys.

COUNT V

24. 68 IAC 11-4-4(a) provides at any time when a live gaming device is closed, chips remaining at the live gaming device shall be counted by the appropriate level of occupational licensee assigned to the live gaming device and verified by the pit boss or the equivalent.
- (b) A live gaming device inventory slip shall be prepared.
 - (c) The occupational licensee and the pit boss or the equivalent who observed the count of the contents of the tray shall sign the inventory slip at the time of closing the live gaming device attesting to the accuracy of the information recorded.
 - (d) The occupational licensee shall immediately deposit the closer in the drop box.
 - (e) The pit boss or the equivalent shall place the opener on the live gaming device tray in a manner that the amounts on the opener may be read through the cover, and lock the transparent live gaming device tray lid in place.
25. On May 4, 2022, a Casino Manager of Table Games notified Gaming Agents that an error occurred with a table inventory closer. The table inventory closer slip was \$502 less than the physical inventory in the chip float.
26. On May 11, 2022, a Casino Manager of Table Games notified Gaming Agents that an error occurred with a table inventory closer. The table inventory closer slip stated there were \$9,700 in black \$100 chips, however, the physical inventory in the chip float was \$7,700.

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 \$20,000 (\$1,000 for Count I, \$10,000 for Count II, \$4,500 for Count III, \$2,500 for Count IV and \$2,000 for Count V) and submit a remediation plan for Count II and the continued violations in the soft count room 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: 1) promptly remit payment in the amount of \$20,000, 2) submit a remediation plan for Count II and the continued violations in the soft count room and 3) shall 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.

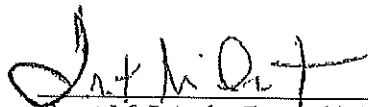
This Agreement shall be binding upon the Commission and Hoosier Park.

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



Greg Small, Executive Director
Indiana Gaming Commission

9/26/2022
Date



Trent McIntosh, General Manager
Hoosier Park, LLC d/b/a Harrah's Hoosier
Park

9/22/22
Date