

**ORDER 2024-31
IN RE SETTLEMENT AGREEMENT**

**HOOSIER PARK, LLC
d/b/a HARRAH'S HOOSIER PARK
24-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 21ST DAY OF MARCH, 2024.

THE INDIANA GAMING COMMISSION:



Milton O. Thompson, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

| | | |
|------------------------------------|---|-------------------|
| IN RE THE MATTER OF: |) | |
| |) | SETTLEMENT |
| HOOSIER PARK, LLC |) | 24-HP-01 |
| 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. 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.
2. 68 IAC 1-11-1(c) provides a person under twenty-one (21) years of age shall not be present in a casino.
3. On September 26, 2023, Security notified Gaming Agents that a patron was able to enter the casino by presenting an identification (ID) that belonged to another individual. A review of surveillance coverage determined that the two (2) male patrons entered the casino utilizing the same ID. The first male patron was not the same individual as the ID presented. When this patron approached the turnstiles, the Security Officer questioned the ID. A Security Supervisor observed the ID, asked the patron to remove his hat and then allowed him entry into the casino. When the second male patron presented the same ID, the Security Officer observed that the ID had been scanned in by another patron. Security located the first male patron on the casino floor, and it was determined that he was only nineteen (19) years old. The underage person was taken to meet with Gaming Agents.

COUNT II

4. 68 IAC 11-1-2(1) provides that the procedures of the internal control system are designed to ensure the assets of the casino licensee are safeguarded.
5. 68 IAC 10-4-1(c)(2) provides that the boxperson is the occupational licensee of the casino licensee who is the supervisor of the craps game being conducted and who assists booking and paying proposition bets at the craps table at which the boxperson is located.

6. Harrah's Hoosier Park's approved internal control procedures, W-3, describes the procedures for craps.
7. On November 25, 2023, a Gaming Agent was observing surveillance coverage of a craps table when he observed that the Boxperson appeared to be asleep during play of the game. A Dealer nudged the Boxperson in an attempt to wake him. Gaming Agents subsequently switched to another surveillance camera to get a different view and the second angle of the area showed the Boxperson with his eyes closed and his head tilted toward the ground on several occasions during game play. Gaming Agents reported the matter to a Table Games Manager who reported it to the Director of Table Games.

COUNT III

8. 68 IAC 6-3-4(b)(5) provides that each casino licensee shall establish internal control procedures and the internal controls shall ensure that voluntarily excluded persons do not receive check cashing privileges or extensions of credit, whether directly through the casino licensee or operating agent, or through a supplier contracting with a casino licensee on property hired for the purpose of check cashing or extensions of credit, or both.
9. Harrah's Hoosier Park's approved internal control procedures, M-1, describe the procedures for the Voluntary Exclusion Program.
10. On December 29, 2023, Gaming Agents were notified by the Manager of Regulatory Compliance that a Voluntary Exclusion Program ("VEP") participant received a cash advance on December 20, 2023. A Cage Cashier paid the VEP a cash advance in the amount of \$200. The violation was discovered during a corporate Title 31 audit. A review of surveillance coverage determined that a Cage Cashier completed a credit card advance for \$200 for the VEP and failed to acknowledge his excluded status.

COUNT IV

11. 68 IAC 2-6-6(c)(5)(B) provides that the casino licensee shall perform a coin test to ensure that the electronic gaming device is communicating with the central computer system. If the electronic gaming device is not communicating with the central computer system, the electronic gaming device must be disabled.
12. On October 23, 2023, Surveillance notified Gaming Agents that an electronic gaming device ("EGD") had been placed into service prior to being coin tested. The EGD was in service for thirty-one (31) minutes and played by one (1) individual.

COUNT V

13. 68 IAC 12-1-5(f) provides that electronic gaming device surveillance must be capable of providing the following: (1) A view of all patrons. (2) A facial view of the patrons with sufficient clarity to allow identification of a patron. (3) A view of the electronic gaming device with sufficient clarity to observe the result of the game. (4) An overall view of the

areas around the electronic gaming device. (5) A view of bill validators with sufficient clarity to determine bill value and the amount of credit obtained.

14. Harrah's Hoosier Park's approved internal control procedures, K-7, describes the procedures for surveillance coverage.
15. On October 24, 2023, Surveillance notified Gaming Agents that an electronic gaming device ("EGD") was placed in service prior to the camera coverage being approved. A review of surveillance coverage determined that a Slot Performance Supervisor put the out of service sign on the EGD, turned the EGD on and walked away. A patron played the EGD while it was in service without approved surveillance coverage.

COUNT VI

16. 68 IAC 2-6-40(d) provides that a progressive controller entry authorization log must be maintained within each controller. The log shall be on a form prescribed by the commission and completed by an individual gaining entrance to the controller.
17. 68 IAC 2-6-40(a) provides each progressive controller linking two (2) or more progressive electronic gaming devices must be housed in a double keyed compartment in a location approved by the executive director. All keys must be maintained in accordance with 68 IAC 11-7.
18. Harrah's Hoosier Park approved internal control procedures, E-6, describes the procedures for progressive jackpots.
19. On October 2, 2023, a Gaming Agent and a Slot Performance Supervisor were at an electronic gaming device ("EGD") to remove the progressive controller for an upcoming EGD move. Upon entry to the area where the progressive controller is held, it was discovered that the compartment did not have a Progressive Controller Entry Authorization Log ("PEAL"). An audit of two (2) banks of EGDs was conducted and none of the EGDs contained the PEAL.
20. On October 31, 2023, a Gaming Agent was asked by a Slot Technician to monitor him while he removed the progressive controller from an EGD that was scheduled for a future EGD move. Upon opening the controller area, it was discovered that the PEAL sheet was missing.
21. On November 3, 2023, a Gaming Agent was asked by a Slot Performance Supervisor to accompany him while he checked nine (9) EGD's to ensure that the PEAL sheets were present inside the EGDs. Two (2) EGD's were missing a PEAL and one (1) EGD was not properly secured with a locking mechanism.

COUNT VII

22. 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.
23. 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.
24. Harrah’s Hoosier Park approved internal control procedures, P-2, describe the procedures for key controls.
25. On October 26, 2023, Security notified Gaming Agents that a sensitive key violation had occurred. A Cage Cashier had left the property with sensitive keys. The sensitive key sets contained keys to the Fill Bank Window and Fill Bank Window Transaction Bag. The keys were off property for approximately fifteen (15) minutes.
26. On December 2, 2023, Surveillance notified Gaming Agents that a sensitive key violation had occurred when a Slot Performance Supervisor left a set of keys in the door of an Electronic Gaming Device (EGD). The sensitive key set contained numerous EGD keys. The keys were unsecured for approximately ten (10) minutes and discovered by a Slot Shift Manager.
27. On December 6, 2023, Security notified Gaming Agents that a sensitive key violation had occurred when a Slot Attendant left a key set unattended in an EGD Money Pouch Locker. The sensitive key set contained numerous EGD keys. The keys were unsecured for approximately five (5) minutes.

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 \$18,500 (\$3,000 for Count I, \$1,500 for Count II, \$1,500 for Count III, \$1,000 for Count IV, \$1,500 for Count V, \$5,000 for Count VI and \$5,000 for Count VII) 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 \$18,500 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.



Greg Small, Executive Director
Indiana Gaming Commission

2/26/24

Date



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

2/23/24

Date