

**ORDER 2016-071**  
**AN ORDER OF THE INDIANA GAMING COMMISSION**  
**IN RE SETTLEMENT AGREEMENT**  
**HOOSIER PARK, LLC**  
**16-HP-01**

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

**APPROVES**

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS 24<sup>th</sup> DAY OF FEBRUARY, 2016.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Cris Johnston, Chair

**ATTEST:**

  
\_\_\_\_\_  
Joseph Svetanoff, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 )  
**HOOSIER PARK LLC.** ) **SETTLEMENT**  
 ) **16-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(10) 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 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. IC 4-33-10-2(9)(B) states a person who knowingly or intentionally claims, collects, takes or attempts to claim, collect or take money or anything of value in or from a gambling game without having made a wager contingent on winning a gambling game commits a Level 6 felony
3. On December 5, 2015 a jackpot of \$1,452.00 was won and the husband of the patron who won attempted to claim the jackpot. The switch was discovered by an Electronic Gaming Attendant. The Attendant questioned the couple and asked why the husband had claimed the jackpot. The couple responded that they weren’t certain which one of them pressed the button. The Attendant did not notify the Gaming Agents of the switch. On December 9, 2015 a Gaming Investigator became aware of the switch and investigated. The Investigator found that the staff did check for evictions on both patrons and did a child support intercept on the wife. Nothing was found. The Investigator also asked an Electronic Games Shift Manager if the Gaming Agents were contacted about the switch and was told he did not believe they had been notified.

**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 the Riverboat Gambling Act, Title 68 of the Indiana Administrative Code 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. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

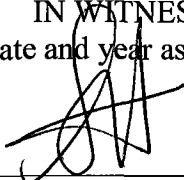
Hoosier Park shall pay to the Commission a total of \$1,500.00 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. Neither this agreement nor any action performed pursuant to it will constitute an admission of any violation by Hoosier Park. This agreement extends only to known incidents specifically alleged in this agreement and wholly based on the facts described herein. If the Commission subsequently discovers additional facts, which are not described in this agreement, that may support an independent determination that a violation has occurred, the Commission may pursue disciplinary action for such violations even if the facts are related to an incident described herein.

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 \$1,500.00 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

Date

2/22/16

  
\_\_\_\_\_  
Michael Facenda, VP and GM  
Hoosier Park

Date

2/16/16