

**ORDER 2021-30
IN RE SETTLEMENT AGREEMENT**

**HOOSIER PARK, LLC d/b/a HARRAH'S HOOSIER PARK
21-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 23rd DAY OF MARCH, 2021.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
HOOSIER PARK, LLC)	21-HP-01
d/b/a HARRAH'S HOOSIER PARK)	

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 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 November 2020. 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 2-6-6(c)(5)(B) provides if a casino licensee converts an electronic gaming device, the casino licensee must 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.
6. On November 29, 2020, an Electronic Games Shift Manager notified Gaming Agents that an electronic gaming device (EGD) was placed into service without passing a coin test. The EGD had previously failed a coin test after being RAM cleared. An

Electronic Games Tech placed the EGD back into service without performing a coin test. The EGD was in service for approximately five (5) hours and had patron play.

7. 68 IAC 2-6-5(10) provides electronic gaming devices (EGD) must have the par sheet for the program used in an EGD and must be stored in the EGD.
8. Hoosier Park's approved internal controls, III. Characteristics of an EGD, provides the Erasable Programmable Read-Only Memory (EPROM) and hold percentage from a par sheet for a program utilized in an EGD must be stored in the EGD.
9. On October 15, 2020, a Gaming Agent was conducted coin testing with two (2) Electronic Games Technicians when it was discovered that one (1) EGD was missing a PAR sheet.

COUNT III

10. 68 IAC 12-1-6.5(2) provides in addition to other coverage requirements, the surveillance system must audibly record all detentions and questioning of detained individuals by casino security.
11. On November 4, 2020, Surveillance notified Gaming Agents of an audio malfunction in the first aid room. The first aid room is also a place for detention and questioning of subjects. The audio went out on November 3, 2020 while Gaming Agents were interviewing a detained subject. Nineteen (19) minutes of the interview were lost. The audio was out for approximately three (3) hours and forty-three (43) minutes.
12. On December 2, 2020, Surveillance notified Gaming Agents of an audio malfunction in the first aid room. The first aid room is also a place for detention and questioning of subjects. The audio went out on November 30, 2020. Live audio could be heard but was not being recorded. The Surveillance Tech had already replaced the microphone during the previous incident when the audio had failed. The Surveillance Tech reached out to Synectics but they were unable to help. To troubleshoot this issue, the Surveillance Tech moved the camera to another encoder. The audio was repaired on December 1, 2020. The audio was out for approximately twenty-eight (28) hours and two (2) minutes.
13. On December 3, 2020, Surveillance notified Gaming Agents of an audio malfunction in the first aid room. The first aid room is also a place for detention and questioning of subjects. After the third malfunction of this nature, the Surveillance Tech updated the firmware in the camera. The audio was out for approximately three (3) hours and fourteen (14) minutes.

COUNT IV

14. 68 IAC 15-6-4(b) provides vendors and visitors must report to security to complete the vendor and visitor log and to obtain a badge. When the vendor or visitor leaves the casino, the vendor or visitor must complete the appropriate portion of the log.
15. 68 IAC 15-6-4(e) provides the vendor and visitor log shall contain the following information:
 - (1) The name of the vendor or visitor.
 - (2) The company or organization the vendor or visitor represents.
 - (3) The date and time the vendor or visitor entered the casino.
 - (4) The purpose that necessitates the vendor or visitor entering the casino.
 - (5) The date and time that the vendor or visitor exits the casino. The casino licensee is responsible for instituting a policy that ensures that vendor and visitor badges are returned to the security department and accounted for when the vendor or visitor exits the casino.
 - (6) If the person is a visitor, the individual who authorized the visitor's presence in the casino.
 - (7) Any other information deemed necessary by the executive director or the commission to ensure compliance with IC 4-33, IC 4-35, and this title.
16. On January 24, 2019, the Commission issued a memorandum to all casino licensees on occupational licenses and the usage of the vendor log which states vendor and visitor badges are not to be utilized by those who hold or should hold an individual license. If individuals referenced above attempt to access the gaming floor using a vendor or visitor badge, casino staff should assist in the matter by refusing entry and directing the individuals to local Gaming Agents for assistance.
17. On October 5, 2020, a Systems Engineer for Genesis Gaming was issued a vendor's badge while performing work on property. The Systems Engineer holds a Level 2 license with the Commission and should have been working on his Commission licensing badge.
18. On October 7, 2020, a Systems Engineer for Genesis Gaming was issued a vendor's badge while performing work on property. The Systems Engineer holds a Level 2 license with the Commission and should have been working on his Commission licensing badge.
19. On October 8, 2020, a Systems Engineer for Genesis Gaming was issued a vendor's badge while performing work on property. The Systems Engineer holds a Level 2 license with the Commission and should have been working on his Commission licensing badge.
20. On October 9, 2020, a Systems Engineer for Genesis Gaming was issued a vendor's badge while performing work on property. The Systems Engineer holds a Level 2

license with the Commission and should have been working on his Commission licensing badge.

COUNT V

21. 68 IAC 15-12-4(3) provides surveillance shall be notified that a live gaming device credit is being processed.
22. On November 21, 2020, Surveillance notified Gaming Agents that a table credit for \$41,000 had been processed without notifying surveillance.

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, the Emergency Rules for Sports Wagering, 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 \$9,500 (\$1,000 for Count I, \$1,500 for Count II, \$3,000 for Count III, \$3,000 for Count IV and \$1,000 for Count V) 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 \$9,500 and shall waive all rights to further administrative or judicial review.

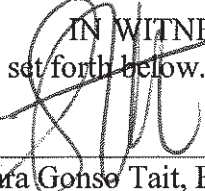
This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or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



Sara Gohse Tait, Executive Director
Indiana Gaming Commission



Trent McIntosh, General Manager
Hoosier Park, LLC

03/12/21

Date

3/10/21

Date