

**ORDER 2021-46
IN RE SETTLEMENT AGREEMENT**

**HOOSIER PARK, LLC d/b/a WINNER'S CIRCLE BREW, PUB, AND OFF
TRACK BETTING, NEW HAVEN
21-OTB-NH-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:)
)
HOOSIER PARK, LLC) **SETTLEMENT**
d/b/a WINNER'S CIRCLE BREW, PUB, AND) **21-OTB-NH-01**
OFF TRACK BETTING, NEW HAVEN)

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 Brew, Pub and Off Track Betting, New Haven ("OTB New Haven"), (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

1. Chapter 5, Section 2(2)(JJ) of the Emergency Rules for Sports Wagering provide the internal controls shall address the following items regarding the sports wagering system or any other internal control deemed necessary by the executive director or the executive director's designee to ensure the integrity of sports wagering.
2. The Winner's Circle OTB approved internal control procedures, A-13, describe the procedures for the security of the OTB's and specifically state the procedures for sensitive keys.
3. On September 9, 2020, Harrah's Hoosier Park's Compliance Manager notified a Gaming Agent that a sensitive key had been removed from property at OTB New Haven. The key removed from property was for the Sports Book Kiosk Main Door. The key was due to be returned at 1:15 a.m., however, the OTB Assistant General Manager left with the key. The key was not returned until 8:28 a.m. The key was off property for approximately eight (8) hours and thirty-six (36) minutes.
4. On January 25, 2021, a Gaming Enforcement Investigator received a report from the OTB General Manager (GM) advising that a sensitive key had been removed from property. On January 17, 2021, a sensitive key was overdue and had not been returned. The GM attempted to contact a Race Sportsbook Supervisor to see if he was still in possession of the key since he had check the key out, however, he did not respond. The GM then reached out to the Race Sportsbook Supervisor who was supposed to open the OTB the next day. When the Supervisor arrived the next day, the sensitive key still had not been returned. The GM once again reached out to the Supervisor who checked out the key and was able to confirm the key was still in his possession. The key was returned to property. The key was for the Sports Book Kiosk Main Door.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of OTB New Haven 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 New Haven's approved internal control procedures. The Commission and OTB New Haven hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against OTB New Haven.

OTB New Haven shall pay to the Commission a total of \$1,500 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.

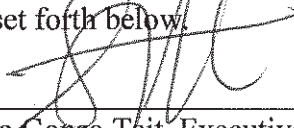
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, OTB New Haven agrees to promptly remit payment in the amount of \$1,500 and waive all rights to further administrative 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 OTB New Haven.

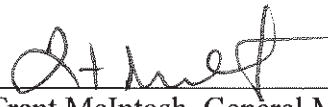
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

03/12/21

Date



Trent McIntosh, General Manager
Hoosier Park, LLC

3/10/21

Date