

**ORDER 2022-82  
IN RE SETTLEMENT AGREEMENT**

**HOOSIER PARK, LLC  
d/b/a HARRAH'S HOOSIER PARK  
22-HP-02**

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

**APPROVED**

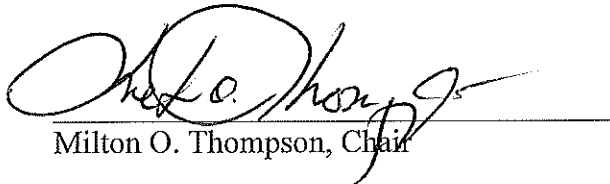
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APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 30<sup>th</sup> DAY OF JUNE, 2022.**

**THE INDIANA GAMING COMMISSION:**

  
Milton O. Thompson, Chair

ATTEST:

  
Jason Dudich, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>HOOSIER PARK, LLC</b>	)	<b>22-HP-02</b>
<b>d/b/a HARRAH'S HOOSIER PARK</b>	)	

**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 4-33-4-27 provides that (b) If a licensed owner, an operating agent, or a trustee is required to file Form W-2G or a substantially equivalent form with the United States Internal Revenue Service for a person who is delinquent in child support, before payment of cash winnings to the person, the licensed owner, operating agent, or trustee:
  - (1) may deduct and retain an administrative fee in the amount of the lesser of:
    - (A) three percent (3%) of the amount of delinquent child support withheld under subdivision (2)(A); or
    - (B) one hundred dollars (\$100); and
  - (2) shall:
    - (A) withhold the amount of delinquent child support owed from the cash winnings;
    - (B) transmit to the bureau:
      - (i) the amount withheld for delinquent child support; and
      - (ii) identifying information, including the full name, address, and Social Security number of the obligor and the child support case identifier, the date and amount of the payment, and the name and location of the licensed owner, operating agent, or trustee; and
    - (C) issue the obligor a receipt in a form prescribed by the bureau with the total amount withheld for delinquent child support and the administrative fee.
2. 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.
3. 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.

4. Hoosier Park's approved internal control procedures describe the procedures for the Child Support Arrears Delinquency Registry in N-1.
5. Gaming Agent's audited the Child Support Arrears Delinquency Registry (CSADR) for December 2021. The results of this audit found two (2) individuals were not searched through the CSADR system at the time a taxable jackpot was won.
6. Gaming Agent's audited the CSADR for February 2022. The results of this audit found two (2) individuals were not searched through the CSADR system at the time a taxable jackpot was won.
7. Gaming Agent's audited the CSADR for March 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

8. 68 IAC 11-3-6 provides the requirements for the soft count process.
9. On February 7, 2022, the Gaming Agent Supervisor was reviewing Surveillance logs when she observed an entry regarding a regulatory violation regarding the table games soft count and buy process. A strap of \$20's, totaling \$2,000, was missing from the table games count after the buy process had been completed. Once the funds were discovered, they were added to the buy process and relevant paperwork was amended.
10. On April 15, 2022, Security notified Gaming Agents that a \$184.69 TITO ticket was found in the soft count trash. Revenue Audit reported that the TITO ticket had not been accounted for during that day's count process, meaning that it had been discarded prior to being scanned. A review of surveillance coverage was unable to determine when the TITO ticket was placed in the trash. A Count Room Lead was observed removing stacks of yellow place holder cards from the reject slot on the count machine. The Count Room Lead failed to fan the cards out prior to throwing them in the trash. It is possible that the TITO ticket was stuck between the place holder cards but that is unknown. The Count Room Lead failed to separate all currency that was to be counted.

#### COUNT III

11. 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.

12. On February 5, 2022, a Casino Manager of Table Games notified Gaming Agents that an error occurred with a table inventory closer. The table inventory closer slip reported \$14,000 in chips, however, the physical inventory was \$16,000.
13. On March 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 reported \$7,300 in black \$100 chips, however, the physical inventory was \$7,500 in black \$100 chips. It was also determined that the table inventory closer for March 10, 2022, was also incorrect. The table inventory closer slip reported \$2,400 in green \$25 chips, however, the physical inventory was \$2,300 in green \$25 chips.

#### COUNT IV

14. 68 IAC 6-3-4(b)(5) requires internal control procedures that 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 extension of credit, or both.
15. 68 IAC 6-3-4(e)(3) provides a casino licensee shall be subject to disciplinary action under 68 IAC 13 for failure to comply with the requirements of this section and the internal control procedures outlined under this section, including, but not limited to, failure to follow internal control procedures adopted under this rule.
16. Harrah's Hoosier Park approved internal control procedures, Section M, describe the procedures for the Voluntary Exclusion Program (VEP).
17. On November 30, 2021, the Manager of Regulatory Compliance self-reported to Gaming Agents that a VEP violation occurred.
18. On November 19, 2021, a VEP participant received a \$2,000 cash advance at the Cage. The error was caught by the Caesars Corporate Auditing Department. A review of surveillance coverage determined that the Cage Cashier processed the cash advance without noticing the patron's VEP status.
19. On February 17, 2022, the Manager of Regulatory Compliance self-reported to Gaming Agents that a VEP violation occurred.

20. On February 11, 2022, a VEP participant received a \$500 cash advance at the Cage. The error was caught by the Caesars Corporate while performing a Title 31 audit. A review of surveillance coverage determined that the Cage Cashier processed the cash advance without noticing the patron's VEP status.
21. On March 17, 2022, the Manager of Regulatory Compliance self-reported to Gaming Agents that a VEP violation occurred.
22. On March 11, 2022, a VEP participant received a \$500 cash advance at the Cage. The error was caught by the Caesars Corporate while performing a Title 31 audit. A review of surveillance coverage determined that the Cage Cashier processed the cash advance without noticing the patron's VEP status.

### 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 (\$5,000 for Count I, \$7,500 for Count II, \$3,000 for Count III and \$4,500 for Count IV) 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 \$20,000 and shall waive all rights to further administrative or judicial review.

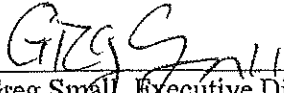
This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or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

  
\_\_\_\_\_  
Greg Small, Executive Director  
Indiana Gaming Commission

6/27/2022  
\_\_\_\_\_  
Date

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

6/15/22  
\_\_\_\_\_  
Date