

**ORDER 2024-166
IN RE SETTLEMENT AGREEMENT**

**HOOSIER PARK, LLC
d/b/a HARRAH'S HOOSIER PARK
24-HP-03**

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 19th DAY OF DECEMBER, 2024.

THE INDIANA GAMING COMMISSION:



Joseph R. Heerens, Chair

ATTEST:



Michael E. Williams, Commissioner

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
HOOSIER PARK, LLC)	24-HP-03
d/b/a HARRAH'S HOOSIER PARK)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Dennis Mullen 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 11-7-1(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.
2. 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.
3. Harrah's Hoosier Park's approved internal control procedures, P-2, describes Key Controls.
4. On June 5, 2024, a Table Games Manager self-reported a sensitive key incident to Gaming Agents. The Table Games Manager had inadvertently left the casino with a set of sensitive keys. When the Table Games Manager realized that he had left the property with the sensitive keys, he immediately returned to the casino. A review of the incident found that the set of keys was off property for approximately thirty-five (35) minutes. The key alarm did not activate when the keys left property or when the keys returned to the property. The following keys were on this keyset: 1) Roulette Cover Wheel – Chip Cover Key, 2) Card/Inventory Table Games Pit Key, 3) Craps Table Key and 4) Float Key.

COUNT II

5. 68 IAC 15-12-3 provides the requirements for live gaming device fills.

6. Harrah's Hoosier Park's approved internal controls, U-10(D)(1), describe the procedures for the issuance of table fills.
7. On June 19, 2024, a Table Games Manager advised Gaming Agents of a Live Gaming Device ("LGD") fill error. A Cage Shift Supervisor performed a LGD fill with the correct dollar amount, however, the chip denominations were incorrect. The fill was confirmed by a Cashier, signed off on by the Security Supervisor who transferred the chips, and accepted and signed off on at the LGD by the Table Games Supervisor. The Dealer who received the chips also failed to notice the error.

COUNT III

8. 68 IAC 6-3-4(b)(1) provides the internal controls must, at a minimum, provide a plan for distributing the names and personal information of voluntarily excluded persons to appropriate personnel of the casino. The plan must allow, to a reasonable extent, appropriate employees of a casino licensee to identify a voluntarily excluded person when that person is present in a casino.
9. 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.
10. Harrah's Hoosier Park's approved internal controls, M-1, describe the procedures for the Voluntary Exclusion Program ("VEP").
11. On January 18, 2024, Security informed Gaming Agents that a VEP participant was on the property at the Cage. When Gaming Agents and Security arrived at the Cage, the individual stated that they believed they had only signed up to be on the VEP at Horseshoe Indianapolis. Gaming Agents explained to the individual that the VEP encompasses all casinos in Indiana as well as when he could apply for removal. The individual was then escorted out of the casino.
12. A review of the surveillance coverage of the VEP participant's activities while on property identified that the VEP had been in the casino for approximately eight (8) hours and fifty (50) minutes. During this time, the VEP obtained five (5) cash advances in the amount of five hundred (\$500) dollars from the cage. The individual's VEP status was discovered when the individual was attempting to make their sixth cash advance. The cash advances totaled twenty-five hundred (\$2,500) dollars. Following the incident, Surveillance advised Gaming Agents the Cashiers were looking up the VEP's name incorrectly.

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 \$20,500 (\$1,500 for Count I, \$1,000 for Count II and \$18,000 for Count III) and the submission of a corrective action plan for Count I detailing the steps Hoosier Park will take to resolve the on-going sensitive key issues that have persisted over the past year 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.

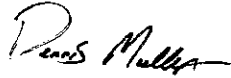
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Hoosier Park agrees to: 1) promptly remit payment in the amount of \$20,500, 2) submit a corrective action plan for Count I within thirty (30) days of the approval of this Agreement detailing the steps Hoosier Park will take to resolve the on-going sensitive key issues that have persisted over the past year and 3) 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.

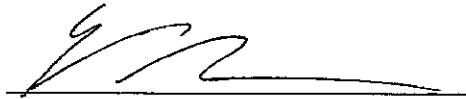
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



Dennis Mullen, Executive Director
Indiana Gaming Commission

12/11/24

Date



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

11/20/24

Date