

**ORDER 2024-85  
IN RE SETTLEMENT AGREEMENT**

**HOOSIER PARK, LLC d/b/a HARRAH'S HOOSIER PARK  
24-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 20<sup>TH</sup> DAY OF JUNE, 2024**

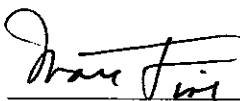
**THE INDIANA GAMING COMMISSION:**



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Milton O. Thompson, Chair

ATTEST:



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Marc Fine, Commissioner

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>HOOSIER PARK, LLC</b>	)	<b>24-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. 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 March 21, 2024, a Gaming Agent discovered an unsecured set of keys in the door to the slot machine storage room. This key provided access to the slot machine storage room. The Sensitive Key Log showed the key was checked out by a Slot Performance Supervisor. Surveillance confirmed that the keys were unattended for one (1) hour and eight (8) minutes.
5. On April 9, 2024, Surveillance notified Gaming Agents that an unsecured set of keys was found by a contractor in the door to the slot machine storage room. The contractor informed a Slot Performance Supervisor. This key provided access to the slot machine storage room. The Sensitive Key Log showed the key was checked out by a different Slot Performance Supervisor. Surveillance confirmed that the keys were unattended for one (1) hour and five (5) minutes.

## COUNT II

6. 68 IAC 11-1-2(1) & (6) provide that the procedures of the internal control system are designed to ensure the assets of the casino licensee are safeguarded and to ensure authorized personnel have access to assets.
7. Harrah's Hoosier Park's approved internal control procedures, A-1, describes the reasons for the internal controls.
8. On March 30, 2024, Surveillance notified Gaming Agents that a patron had gained access to the back of the house via an emergency fire door that was unsecured in the executive hallway of the casino. A Security Officer discovered a Harrah's Hoosier Park pushcart in the employee parking lot and reported this information to Surveillance. A surveillance review determined that two (2) vendors used the compromised door to exit the casino. A patron walked through the door from the employee parking lot, took the pushcart and unsuccessfully attempted to put the cart into his vehicle. The patron left the cart in the parking lot and subsequently drove to the customer parking lot where he parked and entered the casino. No alarms sounded when the emergency door was compromised.

## 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 \$4,000 (\$3,000 for Count I and \$1,000 for Count II) 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 \$4,000 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 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

5/29/24

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Date

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

5/28/24

\_\_\_\_\_  
Date