

**ORDER 2020-140
IN RE SETTLEMENT AGREEMENT**

**CAESARS HOLDINGS, INC.
20-CEC-01**

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

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

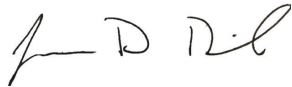
IT IS SO ORDERED THIS THE 23rd DAY OF NOVEMBER, 2020.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
CAESARS HOLDINGS, INC.) **20-CEC-01**

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Caesars Holdings, Inc. (“Caesars”), (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. 68 IAC 2-3-1(c)(1) provides a person employed by the riverboat gambling operation and whose duties are to be performed on the riverboat must hold an occupational license.
2. 68 IAC 2-3-1(f) provides an employee of a riverboat gambling operation who does not hold an occupational license shall not perform any duties on the riverboat at any time.
3. 68 IAC 13-1-1(b)(2) and (3) provides that the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe the licensee is not complying with licensure conditions or is not complying with this Act or this title.
4. On May 26, 2020, the Commission’s Gaming Administrator sent out an email with an attached spreadsheet to all casinos directing them to complete a list of employees that were either: 1) returning to work when the casinos re-opened; or 2) staying on furloughed status. The email listed instructions with time limits attached to each step for what the casinos had to do to be in compliance. Ten (10) days prior to re-opening, casinos were required to submit the spreadsheet back to the Commission via email indicating which employees had been terminated/furloughed and which were returning to work. Any licensees marked as terminated/furloughed would have their licenses terminated as of the casino reopening date.
5. On May 29, 2020, the Gaming Administrator revised the email directive. The directive gave the casinos additional time to submit the spreadsheet, requiring the spreadsheet to be submitted five (5) days prior to re-opening which resulted in a due date of June 10, 2020.
6. On June 10, 2020, Caesars Southern Indiana submitted a spreadsheet that identified which employees had been furloughed, deferred and/or recalled. The spreadsheet did not contain a termination column.

7. On June 16, 2020, the Gaming Enforcement Supervisor emailed Human Resources at Caesars Southern Indiana regarding the incorrect spreadsheet.
8. On June 19, 2020, the Gaming Enforcement Supervisor sent a follow-up email to Human Resources at Caesars Southern Indiana and was advised that none of the licensees were terminated.
9. On June 20, 2020, the Gaming Enforcement Supervisor forwarded an email to Human Resources at Caesars Southern Indiana that was originally authored by the Commission's Gaming Administrator advising the casino that all employees listed as furloughed would need to be terminated per the email directive. The Gaming Enforcement Supervisor also directed them to complete within the fifteen (15) day requirement. The Gaming Enforcement Supervisor asked Human Resources at Caesars Southern Indiana to confirm the licensees on the originally submitted spreadsheet were still listed as furloughed and up to date.
10. On June 24, 2020, Caesars Southern Indiana submitted the termination documentation to the Commission.
11. Upon further discussion between Caesars Southern Indiana Human Resources and the Assistant Gaming Enforcement Supervisor, it was determined that the spreadsheet submitted was not accurate and up to date.
12. On June 27, 2020, the Assistant Gaming Enforcement Supervisor notified Human Resources at Caesars Southern Indiana that approximately twenty-three (23) employees had returned to work prior to being reinstated and worked on an inactive license.
13. On June 28, 2020, a Gaming Agent at Caesars Southern Indiana was conducting an investigation on the casino floor when he determined a Bartender was working the casino floor with an inactive license. The Bartender had been terminated and not properly reinstated.
14. On July 7, 2020, an updated and accurate spreadsheet was received from Caesars Southern Indiana.
15. On September 8, 2020, Caesars Southern Indiana Human Resources contacted Gaming Agents to check on some new hire employees. One (1) of the employees had not been reinstated. It was determined that the employee worked two (2) shifts as a Bar Porter on an inactive license.
16. On July 3, 2020, the Commission's Gaming Administrator notified Gaming Agents that Horseshoe Hammond had not properly completed the licensing spreadsheet required for re-opening.
17. On July 19, 2020, the Human Resources Manager at Horseshoe Hammond submitted termination paperwork for a Poker Room Brush employee due to the employee being

furloughed. When the Gaming Agents researched the employee, the Occupational Licensing Database showed the employee already had an inactive license as of July 26, 2019, due to moving to a non-gaming position. A Human Resources Rep confirmed to Gaming Agents that the employee had not moved to a non-gaming position and remained employed as a Poker Brush employee which required a Level 2 license. The Poker Room Brush employee worked on an inactive license from July 26, 2019 until termed/furloughed on June 15, 2020.

18. On September 14, 2020, Gaming Agents became aware that a Dealer at Horseshoe Hammond had returned to work on June 15, 2020 and had actively been working since then. The Dealer worked on an active license from June 15, 2020 until July 7, 2020. On July 7, 2020, when Horseshoe Hammond submitted its licensing spreadsheet to the Commission, the Dealer had been marked as furloughed, resulting in the Dealer's license being terminated. Therefore, the Dealer had been working without a license since July 7th and not properly reinstated. The Dealer worked thirty (30) shifts without a license.
19. On July 3, 2020, the Commission's Gaming Administrator notified Gaming Agents that Indiana Grand had not properly completed the licensing spreadsheet required for re-opening, failing to report the licensees that had been in furloughed status.
20. On July 9, 2020, an Indiana Grand Mutuel Teller provided Gaming Agents with a three (3) year license renewal. When the Gaming Agent looked up the Mutuel Teller, she was not listed as an active licensee.
21. On July 7, 2020, the Indiana Grand Mutuel Teller's license had been termed due to being furloughed. The Mutuel Teller advised she had returned to work on the July 7, 2020 and had worked the past two (2) days. The Mutuel Teller worked two (2) days without an active license and failed to request reinstatement prior to returning to work.
22. On July 3, 2020, the Commission's Gaming Administrator notified Gaming Agents that Harrah's Hoosier Park had not properly completed the licensing spreadsheet required for re-opening.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Caesars by and through its agents as described herein constitute a breach of IC 4-33, IC 4-35, IC 4-38, 68 IAC, the Emergency Rules for Sports Wagering, and/or Caesars's approved internal control procedures. The Commission and Caesars hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Caesars.

Caesars shall pay to the Commission a total of \$5,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in the Findings of Fact of this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged in the findings 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.

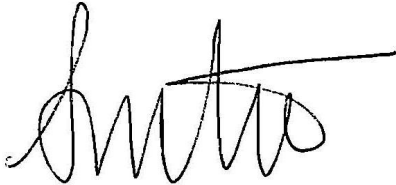
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Caesars agrees to promptly remit payment in the amount of \$5,000 and shall waive all rights to further administrative 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 Caesars.

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

11/20/20

Date

Dan Nita
Caesars Holdings, Inc.

Date

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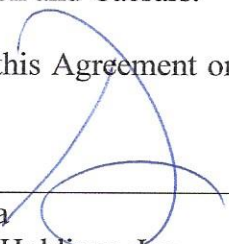
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Sara Gonso Tait, Executive Director
Indiana Gaming Commission



Dan Nita
Caesars Holdings, Inc.

Date

11/15/20

Date