

**ORDER 2021-32
IN RE SETTLEMENT AGREEMENT**

**CAESARS RIVERBOAT CASINO, LLC d/b/a CAESARS SOUTHERN INDIANA
21-CS-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:)	
)	SETTLEMENT
CAESARS RIVERBOAT CASINO, LLC)	21-CS-01
d/b/a CAESARS SOUTHERN INDIANA)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Caesars Riverboat Casino, LLC d/b/a Caesars Southern Indiana (“Caesars Southern Indiana”), (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 4-38-11-1(a) provides the bureau shall provide information to a certificate holder concerning persons who are delinquent in child support.
 - (b) Prior to a certificate holder disbursing a payout of six hundred dollars (\$600) or more, in winnings, from sports wagering to a person who is delinquent in child support and who is claiming the winning sports wager in person at the certificate holder's facility, the certificate holder:
 - (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 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.
 - (c) The bureau shall notify the obligor at the address provided by the certificate holder that the bureau intends to offset the obligor's delinquent child support with the winnings.
 - (d) The bureau shall hold the amount withheld from the winnings of an obligor for ten (10) business days before applying the amount as payment to the obligor's delinquent child support.
 - (e) The delinquent child support required to be withheld under this section and an administrative fee described under subsection (b)(1) have priority over any secured or

unsecured claim on winnings except claims for federal or state taxes that are required to be withheld under federal or state law.

2. Chapter 5, Section 2(2)(W) of the Emergency Rules for Sports Wagering provide prior to beginning sports wagering operations, a sports wagering operator must submit for approval under 68 IAC 11 internal controls for withholding winnings from delinquent child support obligors in accordance with IC 4-38-11, including a plan for complying with IC 4-38-11 if the sports wagering operator allows the redemption of tickets via mail.
3. 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.
4. 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.
5. Caesars Southern Indiana approved internal control procedures, E-33 and S-22, describe the procedures for Child Support Intercept Process.
6. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (CSADR) for September 2020. The results of this audit found two (2) individuals were not searched through the CSADR system: one (1) at the time a taxable jackpot was won and one (1) at the time sports wagering winnings in excess of \$600 was won.
7. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (CSADR) for October 2020. The results of this audit found two (2) individuals were not searched through the CSADR system at the time a taxable jackpot was won.
8. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (CSADR) for November 2020. The results of this audit found two (2) individuals were not searched through the CSADR system at the time sports wagering winnings in excess of \$600 was won.

COUNT II

9. 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.
10. 68 IAC 13-1-1(b)(2) and (3) provides 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.

11. Caesars Southern Indiana's approved internal control procedures, G-4, describe access to the cage areas and provide surveillance must be notified of any access by non-Cage personnel.
12. On October 25, 2020, Surveillance notified Gaming Agents that a Security Officer entered the Cage area, also known as the mantrap, to get the NRT cart out of the soft count room but failed to notify surveillance prior to doing so.
13. On November 13, 2020, Surveillance notified Gaming Agents that a Casino Audit Representative entered the vault but failed to notify surveillance prior to doing so.

COUNT III

14. IC 4-33-9-12(a) provides a person who is less than twenty-one (21) years of age may not be present in the area of a riverboat where gambling is being conducted.
15. 68 IAC 1-11-1(c) provides a person under twenty-one (21) years of age shall not be present in a casino.
16. On December 24, 2020, Surveillance notified Gaming Agents that they received an underage person notification from Veridocs when the underage person's identification was scanned upon entry into the casino. Upon review of the identification, the license was vertical indicating the person was under twenty-one (21) and stated in red font "under age of 21 until December 23, 2021". A review of surveillance coverage showed the underage person present her identification to Security. Security scanned the identification and the Veridocs screen identified the person to be under 21.

COUNT IV

17. 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.
18. 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.
19. On October 27, 2020, Surveillance notified Gaming Agents that sensitive keys were taken off property by a Floor Supervisor. The sensitive keys belong to the roulette wheel and float lids. The keys were off property for approximately 2.5 hours and the Floor Supervisor exited through an unapproved employee exit that did not have a key alarm.
20. On November 16, 2020, Surveillance notified Gaming Agents that Cage keys were taken off property by a Cage Cashier. The sensitive keys belong to the front line cage drawers. The keys were off property for 1.75 hours and the Cage Cashier exited through an unapproved employee exit that did not have a key alarm.

COUNT V

21. 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.
22. On November 8, 2020, Gaming Agents became aware of a table inventory closer violation. The form noted \$20,000 in purple \$500 chips. The physical inventory was actually \$20,500 in purple \$500 chips.
23. On December 9, 2020, Gaming Agents became aware of a table inventory closer violation. The form noted \$127.50 in pink \$2.50 chips. The physical inventory was actually \$77.50 in pink \$2.50 chips.
24. On December 10, 2020, Gaming Agents became aware of a table inventory closer violation. The form noted a total of \$32,304 in chips. The physical inventory was actually \$32,314 chips.
25. On December 28, 2020, Gaming Agents became aware of a table inventory closer violation. The form noted \$2,900 in green \$25 chips. The physical inventory was actually \$1,900 in green \$25 chips.

COUNT VI

26. 68 IAC 15-12-3(a) provides the requirements for live gaming device fills including the requirement that surveillance shall be notified that a live gaming device fill is being processed.
27. On November 15, 2020, Surveillance notified Gaming Agents that a \$5,000 table fill left the Cage without notification to Surveillance.
28. On December 3, 2020, Surveillance notified Gaming Agents that a \$5,350 table fill left the Cage without notification to Surveillance.

TERMS AND CONDITIONS

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

Caesars Southern Indiana shall pay to the Commission a total of \$21,500 (\$6,000 for Count I, \$2,000 for Count II, \$4,500 for Count III, \$3,000 for Count IV, \$4,000 for Count V and \$2,000 for Count VI) 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 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 Southern Indiana agrees to promptly remit payment in the amount of \$21,500 and shall waive all rights to further administrative or judicial review.

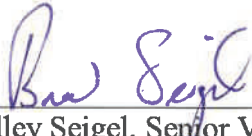
This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or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

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



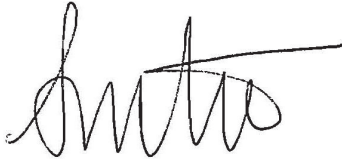
Bradley Seigel, Senior VP & GM
Caesars Riverboat Casino, LLC

Date



Date

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

3/23/21

Date

Bradley Seigel, Senior VP & GM
Caesars Riverboat Casino, LLC

Date