

**ORDER 2019-247  
IN RE SETTLEMENT AGREEMENT**

**CAESARS RIVERBOAT CASINO, LLC d/b/a CAESARS SOUTHERN INDIANA  
19-CS-05**

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

**APPROVED**

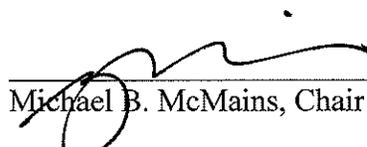
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APPROVES OR DISAPPROVES

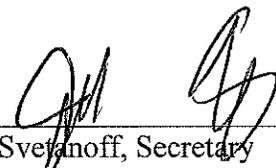
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 17<sup>th</sup> DAY OF DECEMBER, 2019.**

**THE INDIANA GAMING COMMISSION:**

  
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Michael B. McMains, Chair

ATTEST:

  
\_\_\_\_\_  
Joseph Sveranoff, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>CAESARS RIVERBOAT CASINO, LLC</b>	)	<b>19-CS-05</b>
<b>d/b/a CAESARS SOUTHERN INDIANA</b>	)	

**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. 68 IAC 6-1-1(b) & (c) provides that a casino licensee or operating agent must evict any excluded person from its gaming area if the casino licensee or operating agent knows or reasonably should know that the person is an excluded person. A casino licensee or operating agent must immediately inform an enforcement agent of the presence of an excluded person in any portion of its gaming area.
2. Caesars Southern Indiana approved internal control procedures, K-6.1, describe the procedures of the Security Department and the maintenance of the Commission’s statewide exclusion list.
3. On August 22, 2019, Gaming Agents became aware of a potential issue with the maintenance of the statewide exclusion list when the Director of Security inquired about an evicted patron wanting to be reinstated. The Director of Security advised that the patron had been evicted for damaging an electronic gaming device but had paid restitution and could not find anything in their database that would prevent him from being reinstated. The patron’s gaming privileges were reinstated on April 5, 2019.
3. On August 14, 2019, a Casino Host requested that the mail code be changed for the reinstated patron so that he could receive marketing offers. The patron was coded a responsible gaming eviction. After a search of the responsible gaming list, the Director of Security reached out to Corporate Responsible Gaming who identified that the patron was on the statewide exclusion list.

The Director of Security performed an audit and determined that the statewide exclusion list had not been maintained or updated since 2015. According to the Director of Security, it was the responsibility of the Security Investigator to maintain

the list and this job position was eliminated in 2015. It was determined that 401 individuals on the statewide exclusion list had not be properly excluded. Despite being placed on the statewide exclusion list, the patron in question was able to visit the property thirty-six (36) times after his eviction ban was lifted. The patron has since been advised of his excluded status.

## COUNT II

5. 68 IAC 15-12-3(a) provides that live gaming device fills shall proceed in the following manner:
- (1) The appropriate occupational licensee shall initiate a live gaming device fill by completing an input form. The input form is either carried to the casino cage or the information is electronically transmitted to the casino cage.
  - (2) The appropriate occupational licensee uses the input form to prepare and print a live gaming device fill slip.
  - (3) Surveillance shall be notified that a live gaming device fill is being processed.
  - (4) Based on the information contained on the fill slip, the casino cashier shall prepare the proper denomination and amount of chips and sign the fill slip. The casino cashier shall sign the fill slip, summon a security officer, and present the chips and the fill slip to the security officer.
  - (5) The security officer shall verify that the denomination and amount of chips match the amount on the fill slip. The security officer shall sign the fill slip after verifying the chips match the fill slips. The security officer who begins the live gaming device fill must complete the process of witnessing, escorting, and signing the appropriate documentation to verify that the live gaming device fill was completed. If there is a discrepancy with the live gaming device fill, the same security officer who began the live gaming device fill must accompany the fill back to the cage to resolve the discrepancy.
  - (6) The casino cashier shall retain one (1) copy of the fill slip in the casino cage.
  - (7) The security officer shall transport the chips to the appropriate pit area.
  - (8) The appropriate level of occupational licensee shall count the chips that are received as a live gaming device fill to ensure the denomination and amounts received match the amount and denomination reflected on the fill slip.
  - (9) If the amounts in subdivision (4) agree, the occupational licensee who counted the fill shall sign the fill slip. The pit supervisor or the equivalent shall also sign the fill slip. A copy of the fill slip or the original shall be inserted into the drop box of the live gaming device that received the fill. A copy of the fill slip or the original fill slip shall be returned to the casino cage.
  - (10) If the amounts in subdivision (4) do not agree, the fill slip shall not be signed and the discrepancy shall be resolved in accordance with the policy and procedure submitted in accordance with section 2(b)(8) of this rule. Surveillance shall be notified and the security officer shall return the chips and the fill slip to the casino cage.
- (b) The casino cashier or appropriate department shall use copies of the completed live gaming device fill slip to balance the cage. All completed live gaming device fill slips shall be used to complete the soft count.

- (c) If a live gaming device fill slip was erroneous, it shall be voided and a new live gaming device fill slip generated. The person voiding the fill slip shall indicate the reason the slip was voided and sign the slip. A voided live gaming device fill shall be retained and deposited into a locked accounting box.
6. On September 1, 2019, Surveillance notified a Gaming Agent that a Cage Cashier failed to notify Surveillance of a table fill being processed in the amount of \$5,800.
  7. On September 6, 2019, Surveillance notified a Gaming Agent that a Cage Cashier failed to notify Surveillance of a table fill being processed in the amount of \$5,000.
  8. On September 9, 2019, Surveillance notified a Gaming Agent that a table fill had been sent to and accepted at an incorrect table. Two (2) table fills were being processed simultaneously and were switched on delivery. Table games personnel at each table accepted the fill even though the fill was requested at another table.
  9. On October 1, 2019, Surveillance notified Gaming Agents that an incorrect table fill had been sent and accepted at a table game.

### COUNT III

10. 68 IAC 12-1-6(3) provides that surveillance employees must continuously monitor and visually record the currency collection in accordance with 68 IAC 11-3.
11. On November 7, 2019, Surveillance notified Gaming Agents that the camera covering the elevator on the drop route on the vessel had went out and the drop team would be using an approved alternate route. However, a review of surveillance coverage of another camera that showed the ingress/egress of the elevator in the hold of the vessel determined that on three (3) separate occasions, the drop team utilized the elevator while the camera was out instead of utilizing the alternate route.
12. 68 IAC 12-1-3(10) provides that wiring systems must be designed to prevent tampering and must possess the following requirements or capabilities:
  - (A) Be supplemented with a backup gas generator power source or diesel generator power source, or both, that automatically engages in case of a power failure.
  - (B) Be capable of returning full power within seven (7) to ten (10) seconds after a power failure.
13. On November 18, 2019, Surveillance notified Gaming Agents that some cameras had went out on the new land based casino floor which currently housed electronic gaming devices and casino chips. Surveillance informed the Gaming Agent that a construction worker who was working on electrical had turned off the breaker that controls the IDF closet causing the cameras to go out. This caused an outage of 195 cameras. The outage affected all areas of the cage, soft count, vault and mantrap. There were several other cameras affected in the back of house area, at the casino entrance, valet and some

slot zones. A review of the camera coverage confirmed that the outage was approximately thirty-seven (37) minutes.

**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, 68 IAC 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.

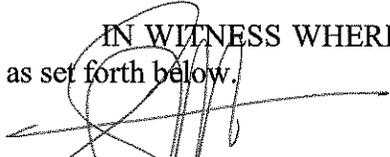
Caesars Southern Indiana shall pay to the Commission a total of \$28,500 (\$20,000 for Count I, \$5,000 for Count II and \$3,500 for Count III) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each Count of this Agreement. This Agreement extends 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.

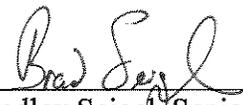
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Caesars Southern Indiana agrees to promptly remit payment in the amount of \$28,500 and shall waive all rights to 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 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.

  
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Sara Gonso Tait, Executive Director  
Indiana Gaming Commission

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

Date

12/10/19

Date

12-5-19