

**ORDER 2020-52  
IN RE SETTLEMENT AGREEMENT**

**CAESARS RIVERBOAT CASINO, LLC d/b/a CAESARS SOUTHERN INDIANA  
20-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 10<sup>th</sup> DAY OF JULY, 2020.**

**THE INDIANA GAMING COMMISSION:**



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Michael B. McMains, Chair

ATTEST:



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Joseph Svetanoff, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>CAESARS RIVERBOAT CASINO, LLC</b>	)	<b>20-CS-01</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. IC 4-38-11-1 provides that (a) 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 provides that 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 that 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's approved internal control procedures, E-33 and S-22, describe its procedures for Child Support Intercept Process.
6. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry ("CSADR") for September 2019. The results of this audit found twelve (12) individuals were not searched through the CSADR system: one (1) at the time a taxable jackpot was won and eleven (11) at the time sports wagering winnings in excess of \$600 was won.
7. Gaming Agents conducted an audit of the CSADR for October 2019. The results of this audit found three (3) individuals were not searched through the CSADR system at the time sports wagering winnings in excess of \$600 was won.
8. Gaming Agents conducted an audit of the CSADR for November 2019. The results of this audit found two (2) individuals were not searched through the CSADR system at the time a taxable jackpot was won.

## **COUNT II**

9. 68 IAC 2-3-1(j)(2) provides that any employee of a riverboat gambling operation whose duties are performed on the riverboat and whose employment duties affect gaming shall obtain an occupational license, Level 2.
10. On December 2, 2019, a Human Resources Analyst notified Gaming Agents that a licensed Poker Dealer was temporarily assigned to the World Series of Poker in Las Vegas. When his assignment ended, Human Resources mistakenly identified him as a temporary employee and, on July 31, 2019, submitted a form to the Commission

terminating his active license. The license was terminated by the Commission on August 18, 2019. The Poker Dealer, however, never separated from employment with Caesars Southern Indiana and continued to work on an inactive license until December 2, 2019 when the mistake was discovered.

### **COUNT III**

11. 68 IAC 15-12-3(a)(3) provides that live gaming device fills shall proceed in the following manner: (3) Surveillance shall be notified that a live gaming device fill is being processed.
12. On October 1, 2019, Surveillance notified Gaming Agents that Surveillance was not notified of a table fill in excess of \$5,000.
13. 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.
14. 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.
15. Caesars Southern Indiana's approved internal control procedures, M-12, describe its procedure for the Poker Room Promotional Fund drop.
16. On January 30, 2020, Surveillance notified Gaming Agents that a Poker Supervisor conducted a money transfer to the Cage without notifying Surveillance.

### **COUNT IV**

17. 68 IAC 11-3-1(b) provides that members of the currency collection team and soft count team shall wear clothing that is not conducive to the concealment of currency. Members of the currency collection team and soft count team shall not wear hats.
18. 68 IAC 12-1-7(c) provides, in relevant part, that recordings depicting detention or questioning of a detained individual or employee, procedural errors, regulatory violations, or criminal activity must be copied and provided to enforcement agents upon request. The casino licensee shall retain recordings under this section for a period of time not less than sixty (60) days.
19. On January 3, 2020, Surveillance notified Gaming Agents that a Cage Cashier was observed entering soft count for the final buy. The Cage Cashier did not wear a jumpsuit while performing the buy process in the count room. The count was on-going at this time. A review of surveillance was unable to be conducted by the Gaming Agent as the coverage had not been retained.

## **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 \$22,000 (\$17,000 for Count I, \$1,500 for Count II, \$2,000 for Count III, and \$1,500 for Count IV) 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.

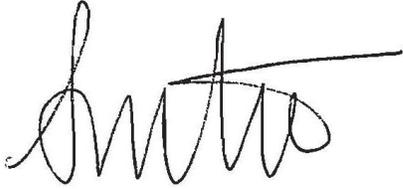
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Caesars Southern Indiana agrees to promptly remit payment in the amount of \$22,000 and shall waive all rights to 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 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

6/24/20

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Date

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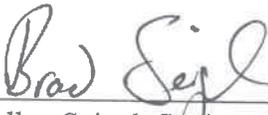
Bradley Seigel, Senior VP & GM  
Caesars Riverboat Casino, LLC

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Date

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

4-2-20  
\_\_\_\_\_  
Date