

**ORDER 2022-25
IN RE SETTLEMENT AGREEMENT**

**CSI OPERATING COMPANY, LLC d/b/a CAESARS SOUTHERN INDIANA
22-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.

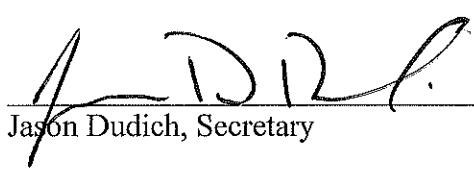
IT IS SO ORDERED THIS THE 8TH DAY OF MARCH, 2022.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
CSI OPERATING COMPANY, LLC)	22-CS-01
d/b/a CAESARS SOUTHERN INDIANA)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and CSI Operating Company, 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 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.
2. 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.
3. Caesars Southern Indiana approved internal control procedures, E-33, describe the procedures for Child Support Intercept Process.
4. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (CSADR) for August 2021. The results of this audit found four (4) individuals were not searched through the CSADR system at the time a taxable jackpot was won.
5. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (CSADR) for September 2021. The results of this audit found three (3) individuals were not searched through the CSADR system at the time a taxable jackpot was won.
6. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (CSADR) for October 2021. The results of this audit found one (1) individual was not searched through the CSADR system at the time a taxable jackpot was won.
7. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (CSADR) for November 2021. The results of this audit found three (3) individuals were not searched through the CSADR system at the time a taxable jackpot was won.

COUNT II

8. 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.
9. 68 IAC 1-11-1(c) provides a person under twenty-one (21) years of age shall not be present in a casino.
10. On October 7, 2021, Surveillance notified Gaming Agents that an underage person was found on the casino floor. A review of surveillance coverage found an adult male entered the casino floor with his son that appeared to be eleven (11) or twelve (12) years of age. The Security Officer at the casino entrance was looking through another patron's purse and did not see the underage person enter the casino floor.

COUNT III

11. The 24-hour Gaming Operations Plan provides there will be no shift changes for Security and Surveillance during the drop process.
12. Caesars Southern Indiana's approved internal control procedures, D-8, describe the procedures for bill validator drop.
13. On August 22, 2021, Surveillance notified Gaming Agents that a bill validator drop violation occurred. Surveillance advised that Security performed a shift change during the drop process. A Security Supervisor notified Surveillance that they would be doing a shift change, and Surveillance identified that the drop team was not on a break. Surveillance questioned Security at least twice if they were sure that they wanted to perform this shift change and Security replied yes.

COUNT IV

14. 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.
15. 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.
16. On April 29, 2021, Surveillance notified a Gaming Agent that an NRT sensitive key was taken off property by a Cage Cashier following her shift. The keys were off property for approximately two (2) hours and thirteen (13) minutes.
17. On November 4, 2021, Surveillance notified Gaming Agents that a Cage Cashier left the property with a cage window sensitive key, and the keys were off property a little over an

hour. Per surveillance coverage, it did not appear that the key alarm went off, however, when the alarm was tested later, it worked appropriately.

18. On December 18, 2021, Surveillance notified Gaming Agents that a table games sensitive key was taken off property by a Table Games Supervisor for approximately 2.5 hours. Per surveillance coverage, it did not appear that the key alarm went off.

COUNT V

19. 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.
20. On August 24, 2021, a table inventory closer violation occurred. The form noted \$5,100 in black \$100 chips. The physical inventory was actually \$5,200 in black \$100 chips.
21. On November 1, 2021, a table inventory closer violation occurred. The form noted \$3,800 in black \$100 chips. The physical inventory was actually \$3,300 in black \$100 chips.
22. On November 29, 2021, a table inventory closer violation occurred. The form noted \$4,500 in black \$100 chips. The physical inventory was actually \$3,500 in black \$100 chips.
23. On December 12, 2021, a table inventory closer violation occurred. The form noted \$12,300 in black \$100 chips. The physical inventory was actually \$10,300 in black \$100 chips.
24. On December 19, 2021, a table inventory closer violation occurred. The form noted \$3,900 in green \$25 chips. The physical inventory was actually \$3,950 in green \$25 chips.
25. On December 28, 2021, a table inventory closer violation occurred. The form noted \$2,520 in red \$5 chips. The physical inventory was actually \$2,020 in red \$5 chips.

COUNT VI

26. 68 IAC 15-12-4 provides the requirements for live gaming device credits including the requirement that surveillance shall be notified that a live gaming device credit is being processed.
27. On October 31, 2021, Surveillance notified Gaming Agents that a table credit was processed as a table fill. The table fill was accepted by the table games personnel. The error was not discovered until the Table Games Supervisor closed the table.
28. On November 28, 2021, Surveillance notified Gaming Agents that a table credit in amount of \$40,000 was processed without notifying surveillance.
29. 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.
30. On August 29, 2021, Surveillance notified Gaming Agents that an incorrect table fill occurred. The incorrect fill was verified and accepted by a Dealer and Table Games Supervisor.
31. On October 23, 2021, Surveillance notified Gaming Agents that an incorrect table fill occurred. The incorrect fill was delivered to the wrong table and the fill was accepted by the Dealer and Floor Supervisor.
32. On November 6, 2021, Surveillance notified Gaming Agents that an incorrect table fill occurred. Upon receipt at the table, the table fill was rejected by Table Games personnel, however, the Table Games Supervisor failed to void the table fill and did not notify surveillance that the fill was being sent back to the Cage to be corrected.
33. On November 24, 2021, Surveillance notified Gaming Agents that a table game fill in the amount of \$13,750 was processed without notifying surveillance.
34. On December 3, 2021, Surveillance notified Gaming Agents that an incorrect table fill occurred. Upon receipt at the table, the table fill was rejected by Table Games personnel, however, surveillance was not notified that the table fill was being returned to the Cage.

COUNT VII

35. The Commission's 24-hour Gaming Operations Plan provides for the table game drop process play will be suspended at the end of the roll/hand once winnings are paid.
36. 68 IAC 11-3-2(b) provides the casino licensee shall submit internal control procedures covering the currency collection and drop process.
37. Caesars Southern Indiana's approved internal control procedures, D-5, provide the procedures for the table game drop procedures.

38. On December 6, 2021, Surveillance notified Gaming Agents of a table games drop violation. The table games drop team dropped a roulette table while play was active on the table game.
39. On December 9, 2021, Surveillance notified Gaming Agents that the table games drop team did not follow the approved drop route.
40. On December 13, 2021, Surveillance notified Gaming Agents of a table games drop violation. The table games drop team dropped a blackjack table while play was active on the table game.

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, 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 \$36,500 (\$11,000 for Count I, \$3,000 for Count II, \$1,500 for Count III, \$5,000 for Count IV, \$6,000 for Count V, \$8,500 for Count VI and \$1,500 for Count VII) 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 \$36,500 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.

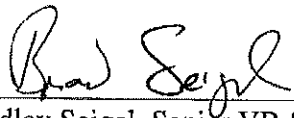
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by 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.

Greg Small, Executive Director
Indiana Gaming Commission

Date

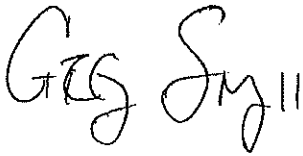


Bradley Seigel, Senior VP & GM
Caesars Riverboat Casino, LLC

2-28-22
Date

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.



Greg Small, Executive Director
Indiana Gaming Commission

3/8/22

Date

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

Date