

**ORDER 2023-134
IN RE SETTLEMENT AGREEMENT**

**CSI OPERATING COMPANY, LLC
d/b/a CAESARS SOUTHERN INDIANA
23-CS-03**

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

APPROVED

APPROVES OR DISAPPROVES

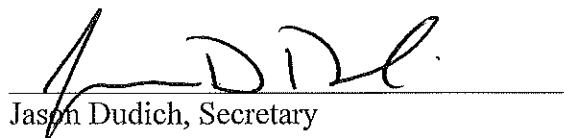
the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 15th DAY OF SEPTEMBER, 2023.

THE INDIANA GAMING COMMISSION:


Milton O. Thompson, Chair

ATTEST:


Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
CSI OPERATING COMPANY, LLC)	23-CS-03
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 15-12-3(a) provides the requirements for live gaming device fills.
2. On May 13, 2023, Surveillance notified Gaming Agents that a table fill violation had occurred and was short \$5. The table fill was processed and delivered to the table. The table fill was accepted by a Dealer and Table Game Supervisor.

COUNT II

3. 68 IAC 12-1-5(a) provides that Surveillance employees shall: (1) monitor regularly; and (2) visually record, either by: (A) continuous recording; or (B) motion activation; whichever is appropriate; the surveillance system coverage of the areas described in this section.
4. On June 7, 2023, Surveillance notified Gaming Agents that Caesars Southern Indiana experienced a loss of recorded surveillance coverage. On June 5, 2023, during a change of the Uninterrupted Power Supply ("UPS"), the surveillance data storage unit failed to record 222 cameras on the casino floor, cage area and soft count room. Specifically, there was no recorded coverage for a camera dedicated on a roulette wheel at an open roulette table, two (2) cameras in the casino vault and eight (8) cameras in the soft count room. The count process was active during the outage. The cameras did not go out but the data did not save to the data storage unit. Surveillance provided that the UPS that the Data Storage Unit ("DSU") was connected to needed to be replaced. When the DSU was unplugged from the UPS, it should have switched the cameras to another DSU, so no data would be lost. Surveillance advised that it was unknown that the second DSU was also connected to the same UPS so both DSU's went down until the new UPS was connected.

COUNT III

5. 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.
6. 68 IAC 11-1-3 and 68 IAC 15-1-3 requires the assets of the casino licensee are safeguarded.
7. On May 14, 2023, Surveillance notified Gaming Agents that a door alarm was going off in the old marine boarding ramp. Surveillance coverage showed two (2) white males opening the door from highway 111. The men subsequently exited the area. The doors allow entrance to the back of the house area which would allow access to the casino floor without being properly identified. A Security Officer was able to catch up with the men and they advised they were looking for the hotel. The Security Officer directed them how to locate the hotel.
8. A surveillance review also discovered that on May 11, 2023, a male subject pulled up on the sidewalk in a white work truck with Cummins Cross on it. The male entered the building through this same door and exited from this door approximately twenty (20) minutes after entry. The male was identified as a Cummins Cross vendor and he was able to lock and unlock the exterior door. It was discovered that this vendor signed in with Security and received a vendor badge. The vendor then proceeded to the Facilities Warehouse. A Facilities employee checked out a key and gave it to the vendor to use while on the property. This key allowed the vendor to unlock exterior doors giving him full access to the back of house area.

COUNT IV

9. 68 IAC 2-3-1(j)(5) provides that any other employee of a riverboat gambling operation whom the commission deems necessary, to ensure compliance with the Act and this title, is required to hold an occupational license, Level 2.
10. The Commission has deemed that Power of Attorneys ("POA") require a level two (2) license.
11. On February 21, 2023, the Commission's Deputy General Counsel reported that an individual holds a Caesars Corporate power of attorney ("POA") license and was POA for multiple Indiana casinos. This individual was also the POA for Caesars Southern Indiana, however, this individual did not hold an occupational license with EBCL. The Deputy General Counsel notified Human Resources at Caesars Southern Indiana that a job description and an application for licensure were required to be submitted.
12. On March 29, 2023, the Commission received fingerprints for the POA, however, the fingerprints were on the wrong cards. The Commission notified Caesars Southern Indiana that the fingerprints would need to be reprinted.

13. On April 26, 2023, the Commission received the replacement fingerprint cards but the cards were not signed or filled out properly so, the Commission needed new copies.
14. On May 15, 2023, the Commission received the fully completed and appropriate replacement cards.
15. On May 17, 2023, the Commission issued a temporary license to the POA.

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 \$5,500 (\$1,500 for Count I, \$1,500 for Count II, \$1,000 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 \$5,500 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
Greg Small, Executive Director
Indiana Gaming Commission

Brad Seigel
Bradley Seigel, Senior VP & GM
CSI Operating Company, LLC

8/28/2023
Date

8-23-23
Date