

ORDER 2025-13  
IN RE SETTLEMENT AGREEMENT

CSI OPERATING COMPANY, LLC  
d/b/a CAESARS SOUTHERN INDIANA  
25-CS-01

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 27<sup>th</sup> DAY OF MARCH 2025.

THE INDIANA GAMING COMMISSION:

  
Joseph R. Heerens, Chair

ATTEST:

  
Marc D. Fine, Commissioner

STATE OF INDIANA  
INDIANA GAMING COMMISSION

IN RE THE MATTER OF:

CSI OPERATING COMPANY, LLC  
d/b/a CAESARS SOUTHERN INDIANA

)  
SETTLEMENT  
25-CS-01

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Joe B. Hoage 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

1. 68 IAC 16-1-9(a) provides the casino licensee:
  - (1) shall establish procedures in connection with front money and safekeeping deposits; and
  - (2) must ensure that the applicable currency transaction reporting requirements will be enforced in accordance with applicable state and federal law and 68 IAC 15-2.
2. 68 IAC 16-1-9(c)(2) provides the casino licensee shall document deposits or withdrawals on a voucher that is at least a two-part, prenumbered form. The casino cage cashier shall complete the voucher. The voucher shall include, at minimum, the following information:
  - (A) Patron's name and signature.
  - (B) Date of receipt or disbursement.
  - (C) Amount of deposit.
  - (D) Type of deposit.
  - (E) Casino cage cashier's signature.
3. Caesars Southern Indiana approved internal control procedures, G-6, describe the front money deposits.
4. On November 4, 2024, Gaming Agents conducted an audit into Cage practices as a result of a parallel intelligence investigation that was being conducted due to noticeable violations being observed in the Cage. An individual was using the front money process to frequently deposit and withdraw funds. When initiating a front money deposit, the voucher must include the type of deposit being conducted.
5. On August 21, 2024, the individual conducted a \$70,000 deposit and it was labeled as “CH” on the front money log. The Cage advised the Gaming Agent that “CH” typically stands for chips. This deposit was actually a check for chips. It was a \$88,000 check. The

individual wanted to take \$18,000 of the check to purchase chips and place the remaining \$70,000 on their front money account. This transaction was conducted by a Cage Cashier.

6. On October 1, 2024, the individual cashed a \$100,000 check and requested \$80,000 to be placed in their front money account. The front money log stated the method of payment was cash, however, the method of payment was actually a check. This transaction was conducted by a Cage Cashier.

#### 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 \$1,500 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 \$1,500 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.



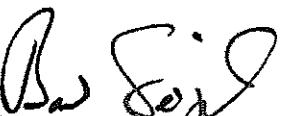
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Joe B. Hoage, Executive Director  
Indiana Gaming Commission

3/25/25

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Date



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

3-22-25

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Date