## ORDER 2025-60 IN RE SETTLEMENT AGREEMENT

## CSI OPERATING COMPANY, LLC d/b/a CAESARS SOUTHERN INDIANA 25-CS-02

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 23rd DAY OF JUNE, 2025.

THE INDIANA GAMING COMMISSION:

Joseph R. Heerens, Chair

ATTEST:

Michael E. Williams, Secretary

## STATE OF INDIANA INDIANA GAMING COMMISSION

IN RE THE MATTER OF:	)	
	)	SETTLEMENT
CSI OPERATING COMPANY, LLC	)	25-CS-02
d/b/a CAESARS SOUTHERN INDIANA	)	

## 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**

### **COUNT I**

- 1. 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.
- 2. 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.
- 3. Caesars Southern Indiana's approved internal controls, B-9, describe procedures for Sensitive Keys.
- 4. On March 1, 2025, Surveillance notified Gaming Agents of a sensitive key violation that had occurred when a staff member unintentionally brought a set of sensitive keys home with them after their shift had ended. Once the staff member arrived home, they realized they had the sensitive keys on them, immediately called their supervisor, and drove back to the casino to return the keys. The set of keys was unsecured off-property for a total of one (1) hour and nine (9) minutes.
- 5. When the staff member returned to the property with the sensitive keys, Gaming Agents retrieved them and proceeded to test the key alarm system. Gaming Agents performed two (2) tests. First, they placed the keys in their pocket and walked through the alarm system, and then they held the keys in their hand and walked through the alarm system. Neither of these tests activated the alarm system. The Security Director was notified of this information.

### **COUNT II**

- 6. 68 IAC 15-12-3(a) provides the requirements for live gaming device fills.
- 7. Caesars Southern Indiana's approved internal control procedures, C-9, describe Fills-Computerized.
- 8. On March 18, 2025, Surveillance notified Gaming Agents that an incorrect live gaming device fill had occurred. A review of surveillance coverage showed that a live gaming device fill containing \$4,500 was ordered. The fill was to contain \$4,000 in black, \$100 chips and \$500 in green \$25 chips. The fill contained \$4,000 in black, \$100 chips and \$500 in red \$5 chips. The Cage Supervisor and Security Officer signed off on the accuracy of the fill prior to delivery. The Floor Supervisor and Dealer signed off on the accuracy of the fill when it was delivered to the live gaming device and subsequently accepted.

#### **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 \$2,000 (\$1,000 for Count I and \$1,000 for Count II) 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 \$2,000 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.

Joe B. Hoage, Executive Director **Indiana Gaming Commission** 

5/23/25

Date

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

Date