### ORDER 2025-64 IN RE SETTLEMENT AGREEMENT

# CENTAUR ACQUISITION, LLC d/b/a CAESARS RACE AND SPORTSBOOK, CLARKSVILLE 25-OTB-CV-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 23<sup>rd</sup> 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
CENTAUR ACQUISITION, LLC	)	25-OTB-CV-01
d/b/a CAESARS RACE AND SPORTSBOOK,	ĺ	
CLARKSVILLE	ĺ	

## SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Joe B. Hoage and Centaur Acquisition, LLC d/b/a Caesars Race and Sportsbook, Clarksville ("OTB Clarksville"), (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 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. On February 10, 2025, an Assistant Manager notified Gaming Agents of a sensitive key violation that had occurred when a Sportsbook Ticket Writer/Mutual Teller had left the property with a set of sensitive keys after their shift had ended. A review of the surveillance coverage found that at the end of their shift, the Sportsbook Ticket Writer/Mutual Teller had locked their drawer, clipped the keys to their lanyard, and begun the count out process. After completing the count out process, the employee exited the casino without returning the sensitive keys. The keys were returned the next morning and were unsecured off-property for 12 hours and 39 minutes.

#### **TERMS AND CONDITIONS**

Commission staff alleges that the acts or omissions of the OTB Clarksville by and through its agents as described herein constitute a breach of IC 4-35, IC 4-38, 68 IAC and/or OTB Clarksville's approved internal control procedures. The Commission and OTB Clarksville hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against OTB Clarksville.

OTB Clarksville shall pay to the Commission a total of \$1,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in the

Findings 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, OTB Clarksville agrees to promptly remit payment in the amount of \$1,000 and 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 OTB Clarksville.

IN WITNESS WHEREOF, the Par	ties have signed this Agreement on the date and year
as set forth below.	Lentil
Joe B. Hoage, Executive Director Indiana Gaming Commission	Trent McIntosh, SVP & General Manager Centaur Acquisition, LLC d/b/a Caesars Race and Sportsbook, Clarksville
5/23/25	5/22/25
Date	Date /