

**ORDER 2022-165  
IN RE SETTLEMENT AGREEMENT**

**CENTAUR ACQUISITION, LLC  
d/b/a CAESARS RACE AND SPORTSBOOK,  
CLARKSVILLE  
22-OTB-CV-03**

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

**APPROVED**

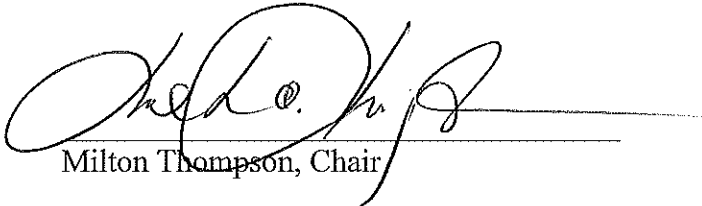
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APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 27<sup>th</sup> DAY OF SEPTEMBER, 2022.**

**THE INDIANA GAMING COMMISSION:**



Milton Thompson, Chair

ATTEST:



Jason Dudich, Secretary

STATE OF INDIANA  
INDIANA GAMING COMMISSION

IN RE THE MATTER OF: )  
 )  
CENTAUR ACQUISITION, LLC ) SETTLEMENT  
d/b/a CAESARS RACE AND SPORTSBOOK, ) 22-OTB-CV-03  
CLARKSVILLE )

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Greg Small 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 27-10-3(d) provides if the system generated sports wagering window net receipts for the shift do not agree with the sports wagering count sheet total plus the sports wagering inventory, the shift supervisor shall record any overage or shortage. If the count does not agree, the cashier and the shift supervisor shall attempt to determine the cause of the discrepancy in the count. Any discrepancy that cannot be resolved by the cashier and the shift supervisor shall be reported in writing to the department supervisor in charge at such time. Any discrepancy in excess of five hundred dollars (\$500) shall be reported to the commission. The report shall include the : (1) date on which the discrepancy occurred; (2) shift during which the discrepancy occurred; (3) name of the cashier; (4) name of the supervisor; (5) window number; and (6) amount of the discrepancy.
2. On June 4, 2022, the General Manager notified the Gaming Agents that a Sportsbook Teller's bank was short by \$700. A review of surveillance coverage determined that on May 28, 2022, an Assistant Main Bank Manager entered the Main Bank and began creating sportsbook banks. The Manager completed the banks and locked them in the sportsbook bank drawer. Due to the coverage, it could not be determined if any of the \$100 straps were missing any bills.
3. On June 4, 2022, a Main Bank Manager removed a sportsbook bank from the drawer and issued it to a Ticket Writer/Mutuel Teller. The Ticket Writer/Mutuel Teller determined her bank was short \$700 in \$100 bills. The shortage was verified by the Main Bank Manager.
4. On June 13, 2022, the General Manager notified Gaming Agents that the Main Bank Manager received a \$300,000 delivery on April 27, 2022 from Brink's. The funds were left unattended and unsecured and later placed in the Sportsbook safe without being verified. It is believed that a \$100 strap was short when it came from Brink's.

## 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 \$2,500 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 \$2,500 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.

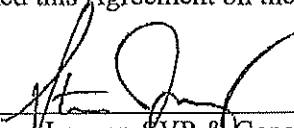
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by 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 Parties have signed this Agreement on the date and year as set forth below.

  
\_\_\_\_\_  
Greg Small Executive Director  
Indiana Gaming Commission

9/20/2022  
Date

  
\_\_\_\_\_  
Steven Jarmuz, SVP & General Manager  
Centaur Acquisition, LLC d/b/a Caesars  
Race and Sportsbook, Clarksville

9-20-22  
Date