

**ORDER 2022-35
IN RE SETTLEMENT AGREEMENT**

**CAESARS HOLDINGS, INC.
22-CH-01**

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

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

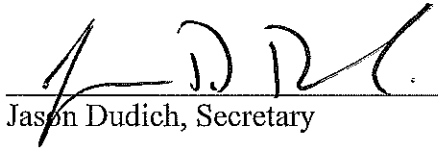
IT IS SO ORDERED THIS THE 8th DAY OF March, 2022.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
CAESARS HOLDINGS, INC.) **22-CH-01**

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and Caesars Holdings, Inc. (“Caesars”), (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 2-3-1(c)(1) provides a person employed by the riverboat gambling operation and whose duties are to be performed on the riverboat must hold an occupational license.
2. 68 IAC 2-3-1(f) provides an employee of a riverboat gambling operation who does not hold an occupational license shall not perform any duties on the riverboat at any time.
3. In March 2021, Caesars became aware that three (3) employees were still listed with a furloughed/terminated status. The employees were immediately halted from working on any Indiana projects. It is unknown if they were furloughed in error or at what point they returned to work after being initially furloughed. The three (3) employees worked in a position that required licensure in Indiana. The termination date was June 15, 2020. A Specialist and Title 31 Auditor actively worked on Indiana projects until March 16, 2021. The SAR Analyst did not perform any work on Indiana projects but is in a position that required licensure. All three (3) employees were re-licensed on August 2, 2021.
4. On June 15, 2020, Caesars reported to the Commission that a Credit Clerk was furloughed. The Commission was not notified of her return to work until November 30, 2021, when the Commission received a separation of service form for the Credit Clerk. The Credit Clerk actually returned to work on June 1, 2020. Based on the correspondence from Caesars, the Credit Clerk was working with Indiana information since June 1, 2020, without a license.

COUNT II

5. 68 IAC 2-3-9.2(b)(1) provides casinos must advise the enforcement agent, on a form prescribed or approved by the commission, when an occupational licensee's employment with the casino licensee is terminated for any reason. The form must be submitted to the enforcement agent within fifteen (15) days of the occurrence of the change or action.

6. On May 18, 2021, Corporate Licensing for Caesars notified the Commission's Gaming Administrator that a Senior CTR Specialist was separated on April 3, 2021. Caesars failed to timely notify the Commission.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Caesars by and through its agents as described herein constitute a breach of IC 4-33, IC 4-35, IC 4-38, and/or 68 IAC. The Commission and Caesars hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Caesars.

Caesars shall pay to the Commission a total of \$4,500 (\$4,000 for Count I and \$500 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in the Findings of Fact 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 agrees to promptly remit payment in the amount of \$4,500 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.

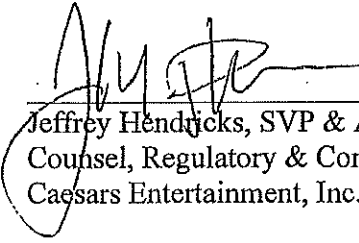
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by 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.

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

Date

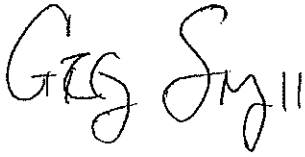


Jeffrey Hendricks, SVP & Asst. General
Counsel, Regulatory & Compliance
Caesars Entertainment, Inc.

2/28/22

Date

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.

Handwritten signature of Greg Small in black ink.

Greg Small, Executive Director
Indiana Gaming Commission

3/8/22

Date

Jeffrey Hendricks, SVP & Asst. General
Counsel, Regulatory & Compliance
Caesars Entertainment, Inc.

Date