

**ORDER 2024-163
IN RE SETTLEMENT AGREEMENT**

**CSI OPERATING COMPANY LLC d/b/a CAESARS SOUTHERN INDIANA
24-CS-03**

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

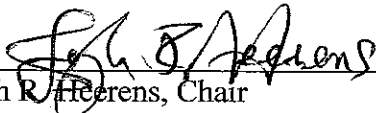
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 19th DAY OF DECEMBER 2024.

THE INDIANA GAMING COMMISSION:



Joseph R. Riferens, Chair

ATTEST:



Michael E. Williams, Commissioner

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
CSI OPERATING COMPANY, LLC)	24-CS-03
d/b/a CAESARS SOUTHERN INDIANA)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Dennis Mullen 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 15-12-3(a) provides the requirements for live gaming device fills.
2. 68 IAC 15-12-3(a)(3) provides that surveillance shall be notified that a live gaming device fill is being processed.
3. Caesars Southern Indiana’s approved internal control procedures, C-9, describe Fills-Computerized.
4. On May 8, 2024, Surveillance notified Gaming Agents that a live gaming device (“LGD”) fill totaling \$41,500 was prepared and sent out without a notification to surveillance. A review of surveillance coverage confirmed this to be accurate.
5. On May 24, 2024, Surveillance notified Gaming Agents that a LGD fill totaling \$21,370 was prepared without a notification to surveillance. A review of surveillance coverage confirmed this to be accurate.
6. On June 13, 2024, Surveillance notified Gaming Agents that an incorrect LGD fill occurred. The LGD fill requested \$2,000 in green \$25 chips, however, the LGD fill included \$2,000 in black \$100 chips. The fill was accepted at the LGD by a Dealer and Table Games Supervisor.
7. On June 28, 2024, Surveillance notified Gaming Agents that an incorrect LGD fill had occurred. The LGD fill requested was delivered to the wrong table and accepted by a Table Games Floor Supervisor and Dealer. A Table Games Manager subsequently identified the error and created a Table Inventory Slip for the receiving LGD.

COUNT II

8. 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.
9. 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.
10. Caesars South’s approved internal controls, B-9, describe procedures for Sensitive Keys.
11. On May 19, 2024, Security notified Gaming Agents that a Dual Rate Poker Supervisor had not returned a set of sensitive keys prior to leaving the property. Surveillance coverage showed that the Dual Rate Poker Supervisor placed the sensitive keys into his back pocket as he left for the day. The sensitive key set included the poker bank keys and was off property for approximately seven (7) hours.
12. On July 30, 2024, Surveillance notified Gaming Agents that a Table Games Dual Rate Supervisor had not returned a set of sensitive keys prior to leaving the property. Surveillance coverage showed that the Table Games Dual Rate Supervisor exited through the employee entrance exit and the key alarm did not activate. Upon returning to the property, the key alarm still did not activate. The sensitive keys involved were the Craps float cover, Roulette float cover, Table Games float cover, Shoe compartment cabinet, and Roulette wheel cover. The sensitive key set was off property for approximately fifty (50) minutes.

COUNT III

13. 68 IAC 6-3-4(a) provides each casino licensee shall establish internal control procedures for compliance with this rule.
14. 68 IAC 6-3-4(a)(2) provides that the internal controls must provide a process whereby gaming agents and security and surveillance are notified immediately when a voluntarily excluded person is detected in the gaming area of a casino.
15. 68 IAC 6-3-4(b)(5) provides that the casino licensees internal control procedures shall ensure that voluntarily excluded persons does not receive check cashing privileges or extensions of credit, whether directly through the casino license or operating agent, or through a supplier contracting with a casino licensee on property hired for the purpose of check cashing or extension of credit, or both.
16. 68 IAC 6-3-4(e)(3) provides a casino licensee shall be subject to disciplinary action under 68 IAC 13 for failure to comply with the requirements of this section and the internal control procedures outlined under this section, including, but not limited to, failure to follow internal control procedures adopted under this rule.

17. Caesars Southern Indiana's approved internal control procedures, K-17, describes the Voluntary Exclusion Program.
18. On June 24, 2024, Surveillance notified Gaming Agents that a prohibited patron had been on property and was escorted off by Security. Gaming Agents subsequently confirmed that the prohibited patron was on the Commission's Voluntary Exclusion Program ("VEP"). A review of surveillance coverage showed that the VEP participant was able to obtain a cash advance in the amount of \$300 at the Cage. The VEP was later discovered when he attempted to obtain a second cash advance. At this time, Security was notified and escorted the VEP off property without notifying Gaming Agents. The casino failed to notify the Gaming Agents in a timely manner.

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 \$9,500 (\$5,000 for Count I, \$3,000 for Count II and \$1,500 for Count III) 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 \$9,500 and shall waive all rights to further administrative or judicial review.

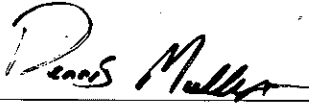
This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or 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:



Dennis Mullen, Executive Director
Indiana Gaming Commission



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

12/4/24

Date

12-3-24

Date