

**ORDER 2024-36
IN RE SETTLEMENT AGREEMENT**

**AMERICAN WAGERING, INC.
d/b/a CAESARS SPORTSBOOK
24-AW-01**

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

APPROVED

APPROVES OR DISAPPROVES

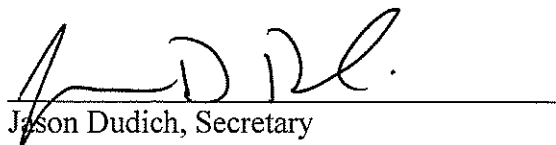
the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 21st DAY OF MARCH, 2024.

THE INDIANA GAMING COMMISSION:


Milton Q. Thompson, Chair

ATTEST:


Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
)
AMERICAN WAGERING, INC.) **SETTLEMENT**
d/b/a CAESARS SPORTSBOOK) **24-AW-01**

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and American Wagering, Inc. d/b/a Caesars Sportsbook (“Caesars Sportsbook”), (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 27-7-9 provides that wagers and payouts made under this article shall be subject to the requirements described in 68 IAC 15-2.
2. 68 IAC 15-2-5 provides the casino licensee shall establish policies and procedures for the notification of surveillance prior to completing a currency transaction report.
3. 68 IAC 15-2-6 provides the following information shall, at a minimum, be included on the currency transaction report: (1) Part I. Section A. The patron or organization for whom the transaction was completed, (2) Part I. Section B. Identity of agent conducting the transaction (complete only if an agent conducts a transaction for the person), (3)(A) Part II. Description of transaction, including whether multiple currency transactions, none of which individually exceeds ten thousand dollars (\$10,000), comprise this report.
4. 68 IAC 15-2-3(a) provides the casino licensee shall be required to maintain a log for the purpose of recording aggregated cash transactions in excess of three thousand dollars (\$3,000). The casino licensee shall require coordination between the pits, slots, cashiers, cages, redemption centers, and other appropriate areas to ensure all transactions in excess of three thousand dollars (\$3,000) are recorded; and(b) The employee witnessing the transaction is responsible for completing the log.
5. On June 16, 2023, Surveillance notified Gaming Agents that a Title 31 audit revealed the retail sportsbook had a transaction in the amount of \$10,219.80 that was not entered into their Everi system, nor was Surveillance notified.
6. On June 13, 2023, a Sportsbook Supervisor and Ticket Writer conducted a cash payout in the amount of \$10,219.80. A review of surveillance coverage showed a patron approaching the retail sportsbook counter to redeem a ticket. A Sportsbook Supervisor

retrieved the money from the safe, the Ticket Writer counted down the cash and paid the patron and the patron left the counter. This transaction required a Currency Transaction Report which was not completed. Additionally, the transaction was not properly logged on the Multiple Transaction Log ("MTL") and surveillance was not notified of the transaction. The Sportsbook Supervisor also failed to enter the \$10,219.80 transaction into the Everi system.

COUNT II

7. 68 IAC 27-2-16(d) provides except as outlined in this section, occupational licensing of an employee, independent contractor, agent or subagent of a sports wagering operator shall be governed by IC 4-33-8 and 68 IAC 2-3.
8. 68 IAC 2-3-9.2(b)(1) requires the occupational licensee to notify the Commission of separation on a form prescribed or approved by the Commission.
9. 68 IAC 2-3-9.2(c) requires the notification must be submitted to the Commission within fifteen (15) days of the occurrence of the change or action.
10. On October 17, 2023, the Commission received a separation from service notification from Caesars Sportsbook through LAM, the Commission's occupational licensing system. The notification provided that an Audit Senior Manager had a separation date of July 26, 2023. The notification was received sixty-eight (68) days past the separation date. The Commission was not notified in a timely manner.
11. On November 4, 2023, the Commission received a separation from service notification from Caesars Sportsbook through LAM, the Commission's occupational licensing system. The notification provided that a Senior Virtualization Engineer had a separation date of August 30, 2023. The notification was received fifty-one (51) days past the separation date. The Commission was not notified in a timely manner.

TERMS AND CONDITIONS

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

Caesars Sportsbook shall pay to the Commission a total of \$3,500 (\$2,500 for Count I and \$1,000 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in the Findings of Fact contained in 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 Sportsbook agrees to promptly remit payment in the amount of \$3,500 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 Caesars Sportsbook.

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

2/28/24

Date



Jeffrey Hendricks, SVP & Assistant General
Counsel, Regulatory & Compliance
American Wagering, Inc. d/b/a Caesars
Sportsbook

2/26/24

Date