

**ORDER 2024-82  
IN RE SETTLEMENT AGREEMENT**

**CSI OPERATING COMPANY, LLC  
d/b/a CAESARS SOUTHERN INDIANA  
24-CS-02**

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 20th DAY OF JUNE, 2024.**

**THE INDIANA GAMING COMMISSION:**

  
Milton Thompson, Chair

ATTEST:

  
Marc Fine, Commissioner

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>CSI OPERATING COMPANY, LLC</b>	)	<b>24-CS-02</b>
<b>d/b/a CAESARS SOUTHERN INDIANA</b>	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small 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 1-5-1(1) provides a casino licensee shall provide written notice to the Executive Director as soon as the casino licensee become aware of a violation or apparent violation of a rule of the commission by any of the following: (A) The casino or supplier licensee, (B) A substantial owner, key person, or employee of the casino or supplier licensee, or (C) A person acting, or authorized to act, on behalf of or in furtherance of the interests of the casino or supplier licensee or an affiliate of the licensee.
2. 68 IAC 2-6-18(a) provides that the internal space of an electronic gaming device must not be readily accessible when the door is closed.
3. Caesars Southern Indiana’s approved internal control procedures, E-4, describes EGD Characteristics.
4. On January 8, 2024, Surveillance notified Gaming Agents that a Slot Supervisor reported that an electronic gaming device (“EGD”) on the floor had a fist sized hole in the belly door. The Slot Supervisor also reported that the swing shift Slot Techs had been aware of the damage for weeks. Gaming Agents inspected the EGD in question and found a fist sized hole in the door. The Gaming Agent attempted to open the belly door through the hole but was unable to do so. Gaming Agents reached out to the Assistant Count Room Manager regarding the EGD door. The Assistant Count Room Manager informed Gaming Agents that the drop team noticed the door was broken in December and reported it to Security. The drop team brought up the broken door several times to Security on subsequent drops. The Assistant Count Room Manager also believed a Slot Tech was advised of the issue. Gaming Agents also spoke to the Director of Security who advised he was unaware of the issue. Multiple departments knew of a violation and failed to properly rectify the issue or report it to Gaming Agents.

## COUNT II

5. 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.
6. 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.
7. Caesars Southern Indiana’s approved internal control procedures, B-9, describes the procedures for Key Control.
8. On January 28, 2024, Surveillance notified Gaming Agents that a sensitive key that had been checked out by a Cage Cashier had gone into an alert status, as the key had not been returned on time. A review of surveillance coverage determined that the Cage Cashier finished her shift and exited through the level two (2) parking garage exit. There were no sensors to detect the sensitive key at this exit point. This key opened cash drawers in the Cage. The keys were off property for approximately twenty-six (26) minutes.
9. On March 14, 2024, Security notified Gaming Agents that a sensitive key went off property. The sensitive key was determined to be missing when it went into an alarm status. The sensitive key allows access to all bank covers and shoe compartments in a specific live gaming device pit area. The keys were off the property for approximately three (3) hours. The Table Games Supervisor exited the property through an exit that did not have a sensitive key alarm.

## COUNT III

10. 68 IAC 11-3-1(a)(9) provides in part that the soft count team shall be responsible for counting and bundling the currency collected from the live gaming devices and bill validators.
11. 68 IAC 11-3-6(c)(2) & (3) provides the drop box shall be opened by the appropriate soft count team member, and the entire contents of the drop box shall be emptied onto the soft count table. The inside of the empty drop box shall be held up for full view by the surveillance camera, and at least one (1) member of the soft count team shall verify that the drop box is empty.
12. Caesars Southern Indiana’s approved internal control procedures, D-6 and D-7, describes the procedures for the table games soft count.
13. Caesars Southern Indiana approved internal control procedures, D-9 and D-10, describe the procedures for the bill validator soft count process.

14. On January 7, 2024, Surveillance notified Gaming Agents that two (2) "hot" live gaming device drop boxes were found within the "cold" drop box cart for the poker tables. A review of surveillance coverage determined that two (2) count room employees were responsible for processing the poker table drop boxes on January 6, 2024. The two (2) drop boxes were never removed from the cart and were discovered on January 7, 2024. One (1) drop box contained \$2,354 while the second drop box was empty.
15. On February 7, 2024, Surveillance notified Gaming Agents that two (2) "hot" live gaming device drop boxes were found within the "cold" drop box cart for the poker tables. A review of surveillance coverage determined that a Security Officer discovered one (1) "hot" box in the "cold" drop cart. The Security Officer placed the "hot" box on top of the cart and left it unattended while seeking out a Supervisor. The Security Officer returned, secured the cart and upon further inspection, found a second hot box in the cart. Surveillance coverage from February 6, 2024, determined that a Count Room employee counted the Poker drop boxes but failed to pull and count the two (2) "hot" boxes in question.
16. On February 13, 2024, Surveillance notified Gaming Agents of a soft count violation when a Count Room employee failed to obtain verification from another soft count team member that the bill validator box was empty. A review of surveillance coverage determined that Count Room employee holds the bill validator box up but there is no other soft count team members at the table to verify the box was empty.

#### COUNT IV

17. 68 IAC 6-1-1(b) provides that a casino licensee must evict any excluded person from its gaming area if the casino licensee knows or reasonably should know the person is an excluded person.
18. 68 IAC 6-1-1(c) provides that a casino licensee must immediately inform an enforcement agent of the presence of an excluded person in any portion of the gaming area.
19. On January 11, 2024, a Gaming Agent conducted a statewide exclusion audit. The results of this audit determined that Caesars Southern Indiana failed to restrict ten (10) individuals on the statewide exclusion list. Six (6) of these individuals were not listed as gaming prohibited and four (4) of these individuals were not listed in the Caesars Player Tracking System.
20. On February 11, 2024, Surveillance notified Gaming Agents that a statewide excluded person was on the casino floor. The Gaming Agents confirmed the excluded person's identity and escorted her to Security Command post. It is at this time that a Security Officer advised Gaming Agents that he had escorted the same individual off the premises in January 2024, however, Gaming Agents were not notified of this incident as required. Further investigation determined that the statewide excluded person had also been identified on property by Security and Surveillance on September 6, 2021, January 15,

2024, and January 24, 2024, without making the appropriate notifications to Gaming Agents.

#### COUNT V

21. 68 IAC 15-12-4(3) provides the surveillance shall be notified that a live gaming device credits is being processed.
22. On February 20, 2024, Surveillance notified Gaming Agents that a live gaming device credit was conducted, however, Surveillance was not notified prior to the live gaming device credit taking place.
23. On March 24, 2024, Surveillance notified Gaming Agents that they were monitoring a table fill that had not been reported to Surveillance, as required.

#### COUNT VI

24. 68 IAC 15-9-1(c) & (d) provides that gaming occupational licensees may accept chips as a tip or gratuity only in accordance with this rule. The casino licensee shall establish policies for the acceptance of tips and gratuities for gaming occupational licensees and nongaming employees. These policies shall include, at a minimum, the following requirements: (1) No gaming occupational licensee shall accept currency as a tip or gratuity. (2) No casino gambling operation key person or occupational licensee who serves in a supervisory position shall solicit or accept tips or gratuities from a patron. (3) No casino employee shall solicit any tip or gratuity.
25. Caesars Southern approved internal control procedures, C-15, describes the procedures for Dealer Gratuities.
26. On January 10, 2024, Surveillance notified Gaming Agents that a Poker Supervisor was dealing at a non-tournament poker table on January 6, 2024, when he accepted a tip. The Poker Manager reported that the Poker Supervisor divided the tokens he collected while dealing amongst the dealers that were active in the Poker Room at that time.
27. On January 12, 2024, Surveillance notified Gaming Agents that a Cage Cashier accepted \$2 in chips as a tip after a transaction and placed the chips on an empty rack beside her receipt printer. The tips remained unsecured for approximately one (1) hour until they were discovered by a Cage Supervisor who secured the chips and notified Surveillance.
28. On January 15, 2024, Surveillance notified Gaming Agents that a Poker Supervisor was dealing at a non-tournament poker table and accepted \$13 in tips. When the Poker Dealer returned to the table, the Poker Supervisor had the Dealer drop the chips into the token box.
29. On February 4, 2024, Surveillance notified Gaming Agents that a Poker Dealer left his token box unsecured for approximately thirty (30) minutes. A second Poker Dealer

accidentally took the token box to another table and began dealing. The first Dealer realized the mistake and the two (2) dealers traded the token boxes.

### **COUNT VII**

30. 68 IAC 6-3-4(a) provides each casino licensee shall establish internal control procedures for compliance with this rule.
31. 68 IAC 6-3-4(b)(5) provides that the casino licensee's internal control procedures shall ensure that voluntarily excluded persons do not receive check cashing privileges or extensions of credit, whether directly through the casino licensee 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.
32. 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.
33. Caesars Southern Indiana's approved internal control procedures, K-17, describes the Voluntary Exclusion Program.
34. On January 7, 2024, Security notified Gaming Agents that a Voluntary Exclusion Program ("VEP") participant was on property and wished to be removed from the VEP. After confirming the VEP was eligible for removal, Gaming Agents assisted the VEP participant through the removal process. During this interview, the VEP participant provided the details of his visit to the Gaming Agents. A review of the surveillance coverage showed the VEP participant obtained a cash advance in the amount of \$400 from the Cage. The VEP participant was identified later in the evening when he made a second attempt at a cash advance. A second Cage Cashier saw the VEP status and alerted Security.

### **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 \$22,000 (\$1,500 for Count I, \$3,000 for Count II, \$4,500 for Count III, \$8,250 for Count IV, \$1,000 for Count V, \$2,250 for Count VI and \$1,500 for Count VII) 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.

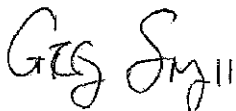
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Caesars Southern Indiana agrees to promptly remit payment in the amount of \$22,000 and shall waive all rights to 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.

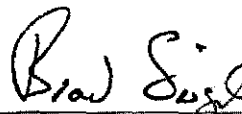
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by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



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



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

6/11/24

\_\_\_\_\_  
Date

6-11-24

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Date