

**ORDER 2021-37
IN RE SETTLEMENT AGREEMENT**

**CAESARS HOLDINGS, INC.
21-CEC-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 23rd DAY OF MARCH, 2021.

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.) **21-CEC-01**

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait 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 13-1-1(b)(2) and (3) provides the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe the licensee is not complying with licensure conditions or is not complying with this Act or this title.
2. 68 IAC 2-3-1(i) provides the job positions that should hold a Level 1 occupational license.
3. The Commission is charged with making licensing determinations for the employees of the Indiana casinos based off the regulation outlined in the Indiana Administrative Code. The need for licensure is determined by Commission staff through job description and an organizational chart submissions by the casino. Submissions must be sent to the Commission’s Gaming Administrator for review and approval prior to implementation.
4. On January 7, 2021, the Gaming Administrator was notified that the Director of Regional Internal Audit, a Level One (1) Licensee at Caesars had been terminated.
5. On January 11, 2021 – January 13, 2021, the Gaming Agents at Tropicana Evansville were notified of the termination and then provided notification to the Commission’s Gaming Administrator.
6. On January 14, 2021, Tropicana Evansville submitted the job description and organizational chart submission requesting approval for this change. Caesars eliminated this position prior to obtaining Commission approval through the organizational chart and job description process.

COUNT II

7. 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.
8. 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.
9. On January 29, 2021, the Commission received a renewal fee for an Analyst. The Gaming Administrator reached out to Caesars' Licensing Specialist since the Analyst's license was currently inactive due to being furloughed.
10. On February 3, 2021, the Caesars Licensing Specialist notified the Commission's Gaming Administrator that the Analyst was furloughed on June 15, 2020 but was brought back on July 27, 2020. The Analyst had been working on an inactive/invalid license since July 27, 2020. Her license was renewed and reinstated on February 3, 2021.
11. The Caesars Licensing Specialist also identified three (3) additional employees who had been furloughed and brought back without reinstating their licenses.
12. An ESS Credit Clerk was furloughed on June 15, 2020 and brought back on September 18, 2020. The ESS Credit Clerk has been working on an inactive/invalid license since September 18, 2020. The license was reinstated and renewed on February 26, 2021.
13. Another ESS Credit Clerk was furloughed on June 15, 2020 and brought back on August 3, 2020. The ESS Credit Clerk has been working on an inactive/invalid license since August 3, 2020. The license was reinstated and renewed on February 26, 2021.
14. A Sports Trader was furloughed on June 15, 2020 and brought back on December 5, 2020. The Sports Trader has been working on an inactive/invalid license since December 5, 2020. The license was reinstated and renewed on February 26, 2021.

COUNT III

15. 68 IAC 2-3-9.2(b) provides riverboat licensees must advise the enforcement agent, on a form prescribed or approved by the commission, when one (1) of the following events occurs with an occupational licensee: (1) The occupational licensee's employment with the riverboat 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.
16. On November 12, 2020, the Commission's Gaming Administrator was notified of one (1) termination. A Director of Payments was separated on August 31, 2020. The Commission was not notified in a timely manner of these terminations.
17. On January 12, 2021, the Commission's Gaming Administrator was notified of three (3) terminations. An Accountant was separated on December 4, 2020. A Collector was

separated on November 30, 2020. A Senior Accountant was separated on December 4, 2020. The Commission was not notified in a timely manner of these terminations.

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, 68 IAC, the Emergency Rules for Sports Wagering, and/or Caesars's approved internal control procedures. 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 \$6,500 (\$1,500 for Count I, \$3,000 for Count II and \$2,000 for Count III) 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 \$6,500 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.

Sara Gonso Tait, Executive Director
Indiana Gaming Commission



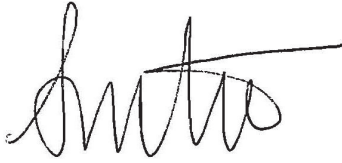
Jeffrey Hendricks
Caesars Holdings, Inc.

Date

3/15/21

Date

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



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

Jeffrey Hendricks
Caesars Holdings, Inc.

3/23/21

Date

Date