

**ORDER 2022-41
IN RE SETTLEMENT AGREEMENT**

**CENTAUR ACQUISITION, LLC
d/b/a CAESARS RACE AND SPORTSBOOK,
CLARKSVILLE
22-OTB-CV-01**

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

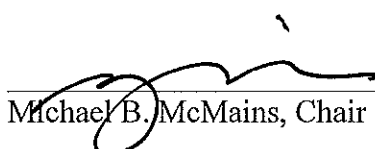
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

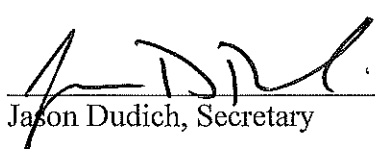
IT IS SO ORDERED THIS THE 8th DAY OF MARCH, 2022.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
CENTAUR ACQUISITION, LLC)	22-OTB-CV-01
d/b/a CAESARS RACE AND SPORTSBOOK,)	
CLARKSVILLE)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and Centaur Acquisition, LLC d/b/a Caesars Race and Sportsbook, Clarksville (“OTB Clarksville”), (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. IC 4-38-5-3(a) provides that a person who is less than twenty-one (21) years of age may not be present in an area where sports wagering is being conducted.
2. On November 18, 2021, the General Manager notified Gaming Agents that an underage patron was in the OTB Clarksville. Horseshoe Indianapolis’ Surveillance Department notified the General Manager after receiving an alert from Veridocs, the identification scanner. When the General Manager approached the patron, the patron refused to show his identification.

COUNT II

3. 68 IAC 27-7-9 provides wagers and payouts made under this document shall be subject to the requirements described in 68 IAC 15-2.
4. 68 IAC 15-2-3(b)(8) provides the employee witnessing the transaction is responsible for completing the log and a photograph of the patron shall be taken during the first transaction of the day involving that patron.
5. OTB Clarksville’s approved internal control procedures, A-23, describe the procedure for Title 31 compliance and include the procedures for multiple transaction logs (“MTL”).
6. On September 28, 2021, Surveillance notified Gaming Agents that a Race Sportsbook Ticket Writer failed to request an MTL photo for a patron for a transaction of \$4,065.25.
7. On November 10, 2021, an OTB Supervisor failed to request an MTL photo from Surveillance for a patron with a transaction of \$4,000.

8. On December 13, 2021, Surveillance notified Gaming Agents that an OTB Supervisor failed to request a CTR photo for a patron with a transaction of \$23,464.22.

TERMS AND CONDITIONS

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

OTB Clarksville shall pay to the Commission a total of \$8,000 (\$3,000 for Count I, and \$5,000 for Count II) and submit a corrective action plan for Count II in consideration for the Commission foregoing disciplinary action based on the facts specifically described in the Findings 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, OTB Clarksville agrees to: 1) promptly remit payment in the amount of \$8,000; 2) submit a corrective action plan for Count II; and 3) waive all rights to further administrative or judicial review.

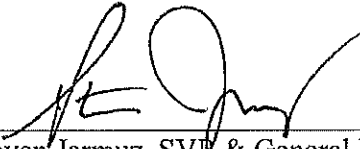
This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or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

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



Steven Jarmuz, SVP & General Manager
Centaur Acquisition, LLC d/b/a Caesars
Race and Sportsbook, Clarksville

Date

3/1/22

Date

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

3/8/22

Date

Steven Jarmuz, SVP & General Manager
Centaur Acquisition, LLC d/b/a Caesars
Race and Sportsbook, Clarksville

Date