### ORDER 2023-181 IN RE SETTLEMENT AGREEMENT

# CSI OPERATING COMPANY, LLC d/b/a CAESARS SOUTHERN INDIANA 23-CS-04

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 11th DAY OF DECEMBER, 2023.

THE INDIANA GAMING COMMISSION:

winton C. Zhompsyn, C.

ATTEST:

Jason Dudich, Secretary

### STATE OF INDIANA INDIANA GAMING COMMISSION

IN RE THE MATTER OF:	)	
	)	SETTLEMENT
CSI OPERATING COMPANY, LLC	)	23-CS-04
d/b/a CAESARS SOUTHERN INDIANA	j	

### 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

- 1. 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.
- 2. 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.
- 3. On August 13, 2023, Security notified Gaming Agents of a sensitive key violation. Security advised that a Table Games Supervisor left property with sensitive keys at the conclusion of their shift. The Table Games Supervisor left the property through an exit that did not have an alarm to safeguard sensitive keys from leaving the property. The employee was contacted, then returned the key to the property after it was off property for one (1) hour and fourteen (14) minutes. The keys associated with the set that left property were the following: Craps Float Cover Key, Roulette Float Cover Key, Table Float Cover and Shoe Comp. Key, Pit Stand Cards & Dice Storage/Dice Cabinet Key, and Roulette Wheel Cover Key.

#### **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 \$1,500 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 \$1,500 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.	Russia
Greg Small, Executive Director Indiana Gaming Commission	Bradley Seigel, Senior VP & GM CSI Operating Company, LLC
11/17/23	11-11-2023
Date	Date