

**ORDER 2024-28  
IN RE SETTLEMENT AGREEMENT**

**CSI OPERATING COMPANY, LLC  
d/b/a CAESARS SOUTHERN INDIANA  
24-CS-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 21<sup>st</sup> DAY OF MARCH, 2024.**

**THE INDIANA GAMING COMMISSION:**

  
Milton O. Thompson, Chair

ATTEST:

  
Jason Dudich, Secretary

**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-01</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. IC 4-33-9-12(a) provides a person who is less than twenty-one (21) years of age may not be present in the area of a riverboat where gambling is being conducted.
2. 68 IAC 1-11-1(c) provides a person under twenty-one (21) years of age shall not be present in a casino.
3. On December 15, 2023, Surveillance notified Gaming Agents of a possible domestic violence incident that had occurred in the parking garage. During the course of the investigation, the female involved in the incident was located on the casino floor. While the female did not want to press charge, the Harrison County Sheriff’s Department was called to speak with the female patron. After conversing with the patron, the Sheriff’s Deputy reported to Gaming Agents that the female patron was underage and only twenty (20) years old.
4. A review of surveillance coverage determined that the underage person entered the casino through the hotel turnstiles upon presenting an identification for a thirty-six (36) year old female. The underage person did not resemble the identification presented nor did she appear to be thirty-six (36) years old.

**COUNT II**

5. 68 IAC 11-7-1 which states: (a) This rule applies to casino licensees. (b) The following definitions apply throughout this rule: (2) “Sensitive keys” means keys that either management or the commission considers sensitive to the riverboat licensee’s operation and therefore require strict control over custody and issuance. Sensitive keys include, but are not limited to, keys that will allow access to the following: (A) Currency; (B) Chips;

- (C) Tokens; (D) Electronic gaming devices; (E) Any item that would affect the integrity or outcome of the game.
6. 68 IAC 11-7-3 which states in part: (b) 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. On October 16, 2023, Surveillance notified Gaming Agents that a sensitive key was left unsecured in the mantrap area of the Cage by a Cage Cashier for approximately forty-five (45) minutes. The sensitive key provided access to the Main Bank. The unsecured key was discovered by another Cage Cashier.
  8. On November 2, 2023, Surveillance notified Gaming Agents that a key box triggered an alarm for an overdue sensitive key. Surveillance advised that the key was checked out by a Table Games Supervisor and that the Table Games Shift Manager was attempting to contact the Supervisor. A review of surveillance coverage showed the Table Games Supervisor exit the building from the employee entrance and no alarms triggered. The Table Games Supervisor was then observed leaving the property. The sensitive keys were off property for approximately an hour. The keys provided access to table games floats.

### COUNT III

9. 68 IAC 11-3-6(c)(2) & (3) provides that the soft count team shall handle drop boxes in the following manner: 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.
10. Caesars Southern Indiana's approved internal control procedures, D-10.2, describes the procedures for the bill validator soft count process and specifically state the cash storage box will be emptied onto the count table and the inside of the box will be shown to the Surveillance and a member of the Count Team. The cash box is then locked for return to the trolley.
11. On October 24, 2023, Surveillance notified Gaming Agents that a Count Room Assistant Manager notified Surveillance that a "hot" bill validator (BV) box was located in an unsecured wire cart outside the count room. A review of surveillance coverage showed during the count process on October 19, 2023, a Count room Lead placed four (4) BV boxes on the table. The Count Room Lead failed to open the last BV box and failed to show the empty box to the surveillance cameras. The Count Room Lead subsequently placed the "hot" BV box on the top shelf of her table with empty BV boxes and placing those boxes onto the wire cart. The "hot" box was not discovered until October 24, 2023. The contents of the box were \$960 in cash and \$587.76 in TITO tickets.

#### COUNT IV

12. 68 IAC 15-12-3(a) provides the requirements for live gaming device fills.
13. 68 IAC 15-12-4 provides the requirements for live gaming device credits.
14. On November 9, 2023, Surveillance notified Gaming Agents that a table fill violation occurred. A review of surveillance coverage confirmed that an incorrect table fill was delivered to a table game. The Table Games Supervisor and Dealer accept the incorrect table fill.
15. On December 26, 2023, Surveillance notified Gaming Agents that a table credit that was incorrectly sent out as a table fill. A Cage Supervisor received a table credit for \$400 in red \$5 chips which was then mistakenly sent out to the table as a table fill.
16. A Table Games Manager advised Surveillance that the transaction was fully accepted, and the paperwork was dropped in the drop box at the table. A copy of the paperwork was sent back to the Cage. The Table Games Manager advised that he adjusted the chip ledger to reflect the fill being accepted on to the table. The Cage Supervisor advised that the error was discovered when he was attempting to input the credit into the computer as a "fill", but the computer refused to accept it and indicated there was an error.

#### 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 \$9,000 (\$1,500 for Count I, \$1,500 for Count II, \$3,000 for Count III and \$3,000 for Count IV) 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.

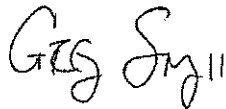
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Caesars Southern Indiana agrees to promptly remit payment in the amount of \$9,000 and shall waive all rights to 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.

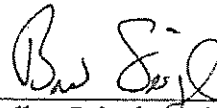
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by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



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

2/28/24

\_\_\_\_\_  
Date

2-21-24

\_\_\_\_\_  
Date