



1 NGC 25-03

2
3
4 **STATE OF NEVADA**

5 **BEFORE THE NEVADA GAMING COMMISSION**

6
7 NEVADA GAMING CONTROL BOARD,

8 Complainant,

9 vs.

10 CAESARS ENTERTAINMENT, INC. (PTC),

11 And

12 DESERT PALACE, LLC, dba CAESARS
13 PALACE,

14 Respondents.

**STIPULATION FOR SETTLEMENT
AND ORDER**

15 The State of Nevada, on relation of its NEVADA GAMING CONTROL BOARD
16 (BOARD), Complainant herein, filed a Complaint (Complaint) in NGC Case No. 25-03,
17 against CAESARS ENTERTAINMENT, INC. (PTC) (CAESARS), and DESERT PALACE,
18 LLC, dba CAESARS PALACE (CAESARS PALACE), RESPONDENTS herein, alleging
19 certain violations of the Nevada Gaming Control Act and Regulations of the Nevada
20 Gaming Commission.

21 IT IS HEREBY STIPULATED AND AGREED to by the BOARD and
22 RESPONDENTS that the Complaint, NGC Case No. 25-03, filed against RESPONDENTS
23 in the above-entitled case, shall be settled on the following terms and conditions:

24 1. RESPONDENTS do not admit or deny the allegations set forth in the
25 Complaint, NGC Case No. 25-03.

26 2. RESPONDENTS fully understand and voluntarily waive the right to a public
27 hearing on the charges and allegations set forth in the Complaint, the right to present and
28 cross-examine witnesses, the right to a written decision on the merits of the Complaint,

1 which must contain findings of fact and a determination of the issues presented, and the
2 right to obtain judicial review of the Nevada Gaming Commission's (Commission) decision.

3 3. RESPONDENTS agree to pay a fine in the total amount of SEVEN MILLION
4 EIGHT HUNDRED THOUSAND DOLLARS and NO CENTS (\$7,800,000.00)
5 electronically transferred to the State of Nevada–Nevada Gaming Commission within two
6 business days of the date this Stipulation for Settlement is accepted by the Commission.
7 Interest on the fine shall accrue in accordance with NRS 17.130 on any unpaid balance
8 computed from the date payment is due until payment is made in full.

9 4. **CONDITIONS** – CAESAR's registration as a publicly traded corporation, and
10 the license of CAESARS PALACE shall be conditioned as follows:

11 a. CAESARS and CAESARS PALACE shall: (1) maintain their Anti-
12 Money Laundering Policy and Program, including policies and procedures (AML Program),
13 in its form as of the Commission approval of the Stipulation for Settlement in Case No. 25-
14 03, provided that the AML Program shall be revised and enhanced as appropriate and in
15 compliance with applicable laws and regulations; and (2) at least annually, review and
16 update the AML Program as appropriate based on applicable laws and regulations. Any
17 changes or updates to CAESARS' AML Program shall promptly be provided to the Board
18 Chair.

19 b. At the request of a Board member, but no more often than quarterly,
20 CAESARS' Chief Legal Officer and/or Chief Compliance Officer shall meet with one or more
21 of the Board members to review and discuss CAESARS' operations regarding compliance,
22 including anti-money laundering and Bank Secrecy Act compliance.

23 c. As allowed under Section 314(b) of the U.S.A. Patriot Act, CAESARS'
24 and CAESARS PALACE's Anti-Money Laundering Policy and Program shall include
25 provisions to ensure information is sought from and shared with financial institutions in
26 any situation where activities occur that may involve money laundering.

27 d. Within sixty (60) days of Commission approval of the Stipulation for
28 Settlement in NGC Case No. 25-03, and annually thereafter, CAESARS and CAESARS

1 PALACE shall conduct, or cause to be conducted, a comprehensive, in-person training
2 program for i) all independent agents having agreements with CAESARS or its subsidiary
3 gaming establishments, ii) all casino hosts, iii) all player development executives, iv) all
4 executives and support staff in the marketing department, and v) all those with credit
5 authority of \$50,000 or greater. Such training shall be focused on anti-money laundering
6 and Bank Secrecy Act compliance obligations under CAESARS' and CAESARS PALACE's
7 Anti-Money Laundering Policy and Program.

8 e. Within 60 days of Commission approval of the Stipulation for
9 Settlement in NGC Case No. 25-03, CAESARS shall designate a person having primary
10 responsibility for oversight of CAESARS' and CAESARS PALACE's Anti-Money
11 Laundering Policy and Program including oversight of decisions to suspend or ban a
12 customer, or decisions to reinstate or lift a ban or suspension, of any customer. Any such
13 person shall file an application for finding of suitability or licensure, as appropriate, within
14 30 days of assuming their responsibilities and thereafter an application shall be refiled
15 within 60 days of any change in the person occupying that position.

16 f. CAESARS and CAESARS PALACE shall at least annually conduct in-
17 person training for CAESARS' Board of Directors, CAESARS' senior management, and
18 senior management of CAESARS' subsidiary gaming establishments on CAESARS' and
19 CAESARS PALACE's Anti-Money Laundering Policy and Program.

20 g. Within 60 days of Nevada Gaming Commission approval of the
21 Stipulation for Settlement in NGC Case No. 25-03, CAESARS and CAESARS PALACE
22 shall initiate and implement a comprehensive awareness campaign aimed at line-level
23 employees who interact with casino customers on the casino floor, such as cage cashiers,
24 table games dealers, and marketing personnel, to encourage reporting to CAESARS'
25 Corporate Compliance of any suspicious customer activity, including becoming aware of
26 information that suggests a customer may have unlawful sources of funds. CAESARS and
27 CAESARS PALACE shall re-implement this awareness program at least annually.

28 ///

1 h. CAESARS and CAESARS PALACE shall retain an outside,
2 independent person or entity with experience and expertise with anti-money laundering
3 policies and compliance programs in the gaming industry and that is approved by the Chair
4 of the Board, or the Chair's designee, to review, evaluate, and report on CAESARS' and
5 CAESARS PALACE's compliance with their Anti-Money Laundering Policy and Program.
6 The review and evaluation must commence upon the two-year anniversary of the
7 Commission accepting the Stipulation for Settlement in NGC Case No. 25-03 and
8 encompass the preceding two-year period. Further, the report prepared by the outside,
9 independent person or entity must be provided to the Board concurrently to when it is
10 provided to CAESARS and CAESARS PALACE.

11 i. CAESARS and CAESARS PALACE shall maintain at least their
12 current staffing level of employees dedicated to anti-money laundering and Bank Secrecy
13 Act compliance. In the event of any change in the composition of such employees, CAESARS
14 and CAESARS PALACE will seek to fill the position with a qualified replacement as soon
15 as practicable.

16 j. CAESARS and CAESARS PALACE shall ensure that no casino host or
17 marketing personnel attends or participates in any property-level anti-money laundering
18 committee meeting except as otherwise requested on a case-by-case basis by CAESARS'
19 Chief Legal Officer.

20 5. **MITIGATION** - To assist the Commission in its evaluation of the matters
21 encompassed by this Stipulation for Settlement, RESPONDENTS offer the following
22 overview of their anti-money laundering efforts in sections (a) – (d). Despite these efforts,
23 the AML Program was ineffective in identifying a customer's source of funds and accurately
24 assessing allegations of illegal activity. A list of key remediation efforts and enhancements
25 to address those weaknesses is set forth below in paragraph 6.

26 a. RESPONDENTS have operated in Nevada for more than 50 years and
27 in July 2020, completed a strategic merger with Caesars Entertainment Corporation. As
28 a result of this merger, RESPONDENTS experienced a period of change and transition in

1 the consolidated company. These changes and transitions included: (i) appointing a new
2 suite of corporate officers and many leaders in administrative functions; (ii) transitioning
3 the AML departments as well as many other departments to new leadership teams; (iii)
4 completing significant post-merger integrations, communications with all stakeholders,
5 alignment of operational systems, culture and talent and reporting structures within the
6 merged company in Nevada and across the 18 states in which RESPONDENTS currently
7 operate. Accordingly, many of the matters and timelines set forth within the Complaint
8 occurred under the direction of prior management and ownership of RESPONDENTS.

9 b. Throughout its history RESPONDENTS have endeavored to represent
10 the highest standards of integrity and compliance. These efforts have included clear
11 direction from the senior management team and corporate officers that profitability goals
12 should never take precedence over compliance. This clear tone at the top is distributed
13 throughout the organization through annual trainings and regular reminders about the
14 importance of compliance within the organization. This training and tone at the top include
15 focus on the following topics:

- 16 i. Anti-Money Laundering principles and the Bank Secrecy Act – the
17 training educates team members on the Bank Secrecy Act, how the
18 Company endeavors to prevent money laundering and each team
19 member’s responsibilities in this area, including the consequences
20 of non-compliance.
- 21 ii. Suspicious Activity Reporting – the training program teaches
22 team members about how to identify and report potentially
23 suspicious activities.
- 24 iii. Currency Transaction Reporting – the training program describes
25 the steps by which Currency Transaction Reports are filed and the
26 purpose and importance of these documents.

27 ///

28 ///

1 iv. Know Your Customer Program – the training program teaches its
2 team members about the need for customer due diligence and how
3 this information is used to support a robust AML program.

4 c. RESPONDENTS also focus on continually improving their AML and
5 KYC functions. RESPONDENTS more than doubled the number of team members in the
6 AML function since merging with Caesars Entertainment Corporation in 2020, raised the
7 compensation levels of the AML team, and invested millions of dollars in software and
8 third-party resources to assist in the deployment of AML controls and programs.

9 d. RESPONDENTS continued to evolve their program in response to
10 changing industry trends. RESPONDENTS have modified their AML Program to include
11 the expanded use of 314(b) inquiries to allow for information sharing with competitors,
12 substantially revised its KYC methodology to better identify potentially similar situations
13 to the matter described herein and reached out to industry experts to obtain third-party
14 guidance to continue to improve its KYC program.

15 6. **REMEDATION** – When RESPONDENTS became aware that,
16 notwithstanding their efforts, their AML Program was ineffective in identifying a
17 customer's source of funds and accurately assessing allegations of illegal activity,
18 RESPONDENTS initiated many remedial actions and compliance enhancements,
19 including:

20 a. RESPONDENTS, as noted herein, made and will continue to make
21 material changes to their AML program to bolster the effectiveness of its customer due
22 diligence and enhanced due diligence procedures.

23 b. RESPONDENTS redesigned the Company's organizational structure
24 to elevate the AML Compliance program to the direct supervision of the Company's
25 Executive Vice President and Chief Legal Officer and are actively searching for an industry
26 expert to lead the AML team.

27 c. RESPONDENTS initiated a comprehensive investigation and
28 evaluation of the Company's Know Your Customer Program, related policies and

1 procedures, and the implementation of such, which includes the independent assessment
2 and recommendations from external counsel with expertise in AML. The Company has
3 also requested input on recommendations to improve the overall AML Program and
4 Compliance.

5 d. RESPONDENTS will further incorporate data analytics into the AML
6 Program to assist with the decision to bar/ban/suspend patrons for AML reasons. To this
7 end, RESPONDENTS are initiating additional queries into the customer database to better
8 identify customers according to updated risk-rating methods.

9 e. RESPONDENTS lowered the threshold to obtain supporting
10 documentation for large currency transactions performed at their properties. These
11 records are then maintained in the patron's file and are subject to review by compliance
12 team members.

13 f. RESPONDENTS modified multiple AML Policies and Standard
14 Operating Procedures since 2024, to continually improve the Company's AML and KYC
15 Programs.

16 7. RESPONDENTS acknowledge and agree that, in the event any federal
17 agency, including the U.S. Department of Justice or the U.S. Department of the Treasury,
18 takes any criminal, civil, or administrative action against any of the RESPONDENTS, for
19 facts not contained in the Complaint, NGC Case No. 25-03, the BOARD reserves the right
20 to file a complaint against RESPONDENTS based on such action, and the Commission
21 shall have the authority to impose discipline, in accordance with NRS 463.310 et. seq.

22 8. RESPONDENTS, for themselves, their heirs, executors, administrators,
23 successors, and assigns, hereby completely release, dismiss, and forever discharge the State
24 of Nevada, the Nevada Gaming Commission, the Nevada Gaming Control Board, the
25 Nevada Attorney General and each of their members, agents, and employees in their
26 individual, official, and representative capacities from any and all manner of actions,
27 causes of action, suits, debts, judgments, executions, claims, obligations, losses, liens,
28 damages, and demands whatsoever known or unknown, fixed or contingent, liquidated or

1 unliquidated, suspected or claimed in law and equity, that RESPONDENTS have ever had,
2 now have, may have, or claim to have against any and all of the persons or entities named
3 in this paragraph arising out of, or by reason of, this disciplinary case, NGC Case No. 25-03,
4 or any other matter relating thereto.

5 9. RESPONDENTS, for themselves, their heirs, executors, administrators,
6 successors, and assigns, hereby defend, indemnify, and hold harmless the State of Nevada,
7 the Nevada Gaming Commission, the Nevada Gaming Control Board, the Nevada Attorney
8 General, and each of their members, agents, and employees in their official, individual, and
9 representative capacities from and against any and all claims, suits, actions, debts,
10 damages, costs, charges, and expenses, including court costs and attorney's fees, and
11 against all liability, losses, demands, and damages of any nature whatsoever that the
12 persons and entities named in this paragraph shall, or may have at any time, sustain or be
13 put to by reason of this disciplinary case, NGC Case No. 25-03, or any other matter relating
14 thereto.

15 10. RESPONDENTS enter into this Stipulation for Settlement freely and
16 voluntarily and with the assistance of legal counsel. RESPONDENTS further acknowledge
17 that this Stipulation for Settlement is not the product of force, threats, or any other form
18 of coercion or duress, but is the product of discussions between RESPONDENTS, the
19 attorneys for RESPONDENTS, the BOARD, and the attorneys for the BOARD.

20 11. RESPONDENTS affirmatively represent that if RESPONDENTS, this
21 Stipulation for Settlement, and/or any amounts distributed under this Stipulation for
22 Settlement are subject to, or become subject to, the jurisdiction of any bankruptcy court,
23 the bankruptcy court's approval is not necessary for this Stipulation for Settlement and
24 Order to become effective or that the bankruptcy court has already approved this
25 Stipulation for Settlement.

26 12. RESPONDENTS and the BOARD acknowledge that this Stipulation for
27 Settlement is made to avoid litigation and economize resources. The parties agree and
28 understand that this Stipulation for Settlement is intended to operate as full and final

1 settlement of the Complaint filed against RESPONDENTS in the above-entitled
2 disciplinary case, NGC Case No. 25-03.

3 13. RESPONDENTS and the BOARD recognize and agree that the Commission
4 has the sole and absolute discretion to determine whether to accept this Stipulation for
5 Settlement. RESPONDENTS and the BOARD hereby waive any right they may have to
6 challenge the impartiality of the Commission to hear the above-entitled case on the matters
7 embraced in the Complaint if the Commission determines not to accept this Stipulation for
8 Settlement. If the Commission does not accept the Stipulation for Settlement, it shall be
9 withdrawn as null and void and RESPONDENTS' admissions, if any, that certain
10 violations of the Nevada Gaming Control Act and the Regulations of the Commission
11 occurred shall be withdrawn.

12 14. RESPONDENTS and the BOARD agree and understand that this Stipulation
13 for Settlement is intended to operate as full and final settlement of the Complaint filed in
14 NGC Case No. 25-03. The parties further agree and understand that any oral
15 representations are superseded by this Stipulation for Settlement and that only those
16 terms memorialized in writing herein shall be effective.

17 15. RESPONDENTS agree and understand that, although this Stipulation for
18 Settlement, if approved by the Commission, will settle the Complaint filed in NGC Case
19 No. 24-03, the allegations contained in the Complaint filed in NGC Case No. 25-03 and the
20 terms of this Stipulation for Settlement may be considered by the BOARD and/or the
21 Commission, with regard to any and all applications by RESPONDENTS that are currently
22 pending before the BOARD or the Commission, or that are filed in the future with the
23 BOARD.

24 16. RESPONDENTS and the BOARD shall each bear their own costs incurred in
25 this disciplinary action, NGC Case No. 25-03.

26 17. RESPONDENTS, by executing this Stipulation for Settlement, affirmatively
27 waive all notices required by law for this matter including, but not limited to, notices
28 concerning consideration of the character or misconduct of a person (NRS 241.033), notices

1 concerning consideration of administrative action against a person (NRS 241.034), and
2 notices concerning hearings before the Commission (NRS 463.312). Regardless of the
3 waiver of legal notice requirements, the BOARD and Commission will attempt to provide
4 reasonable notice of the time and place of the hearing. RESPONDENTS shall provide any
5 electronic mail addresses to the Executive Secretary (nrupert@gcb.nv.gov) at which
6 RESPONDENTS would like to receive such reasonable notice. Further, in negotiating this
7 Stipulation for Settlement, RESPONDENTS acknowledge that the BOARD has provided
8 RESPONDENTS with the date and time of the Commission hearing during which the
9 BOARD anticipates the Commission will consider approving this settlement.

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 18. This Stipulation for Settlement shall become effective immediately upon
2 approval by the Commission.

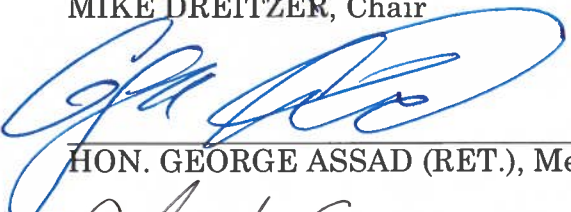
3 DATED this 10th day of November, 2025.

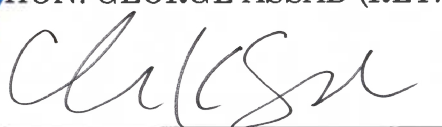
4 CAESARS ENTERTAINMENT, INC.,
5 And DESERT PALACE, LLC, dba
6 CAESARS PALACE

NEVADA GAMING CONTROL BOARD

7 
MIKE DREITZER, Chair

8 By: 
9 THOMAS R. REEG
10 Chief Executive Officer
Caesars Entertainment, Inc.

11 
HON. GEORGE ASSAD (RET.), Member

12 
CHANDENI K. SENDALL, Member

13
14 ALONSO LAW, LTD.

Submitted by:

15 By: 
16 MICHAEL G. ALONSO, Esq.
17 Attorney for Respondents

AARON D. FORD
Attorney General

18 By: 
19 MICHAEL P. SOMPS
20 Senior Deputy Attorney General
21 NONA ML LAWRENCE
22 Deputy Attorney General
23 Attorneys for the Board

24 **ORDER**

25 IT IS SO ORDERED in NGC Case No. 25-03.

26 DATED this ____ day of _____, 2025.

27 NEVADA GAMING COMMISSION

28 
JENNIFER TOGLIATTI, Chairwoman