

**ORDER 2022-212
IN RE SETTLEMENT AGREEMENT**

**AZTAR INDIANA GAMING CO., LLC
d/b/a BALLY'S EVANSVILLE
22-BE-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 15th DAY OF DECEMBER, 2022.

THE INDIANA GAMING COMMISSION:



Milton O. Thompson, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
AZTAR INDIANA GAMING CO., LLC)	22-BE-04
d/b/a BALLY'S EVANSVILLE)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Greg Small and Aztar Indiana Gaming Co., LLC d/b/a Bally's Evansville ("Bally's"), (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 11-9-2(a) provides the casino licensee or trustee shall submit to the executive director internal control procedures concerning the withholding of cash winnings from delinquent obligors in accordance with 68 IAC 11-1.
2. 68 IAC 11-1-3(c)(4) provides that no casino licensee or casino license applicant may use an internal control procedure unless the internal control procedure has been approved, in writing, by the executive director.
3. 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.
4. Bally's Evansville's approved internal control procedures, B-2, describe the procedures for Child Support Intercept Process.
5. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (CSADR) for August 2022. The results of this audit were that one (1) individual was not searched in the CSADR after winning a taxable jackpot.
6. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (CSADR) for September 2022. The results of this audit were that one (1) individual was not searched in the CSADR after winning a taxable jackpot.

COUNT II

7. 68 IAC 2-3-8(b) provides an occupational licensee must request renewal of the license on a form prescribed by the commission no less than thirty (30) days before the expiration of the occupational license.
8. On September 8, 2022, a Gaming Agent was processing annual renewals in the Commission's occupational licensing system, LAM. Seven (7) licensees were submitted by an HR Generalist for renewal. Five (5) of the seven (7) licensees were discovered to have been working between September 2, 2022 and September 7, 2022. A Surveillance Shift Manager worked four (4) days on an expired license. A Cage Shift Supervisor worked one (1) day on an expired license. A Windows and Grounds employee worked two (2) days on an expired license. A Floor Supervisor worked one (1) day on an expired license. A Deep Cleaner worked five (5) days on an expired license.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Bally's by and through its Agents as described herein constitute a breach of IC 4-33, IC 4-38, 68 IAC, and/or Bally's approved internal control procedures. The Commission and Bally's hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Bally's.

Bally's shall pay to the Commission a total of \$4,500 (\$2,000 for Count I and \$2,500 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in 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, Bally's agrees to promptly remit payment in the amount of \$4,500 and shall waive all rights to further administrative or judicial review.


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 constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or

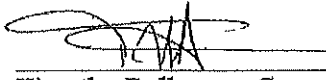
referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Agreement shall be binding upon the Commission and Bally's.

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



Greg Small, Executive Director
Indiana Gaming Commission



Timothy Bollmann, General Manager
Aztar Indiana Gaming Co., LLC d/b/a
Bally's Evansville

12/15/2022
Date

12/2/22
Date