

**ORDER 2022-33
IN RE SETTLEMENT AGREEMENT**

**AZTAR INDIANA GAMING CO., LLC d/b/a BALLY'S EVANSVILLE
22-BE-01**

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

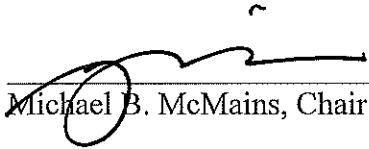
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

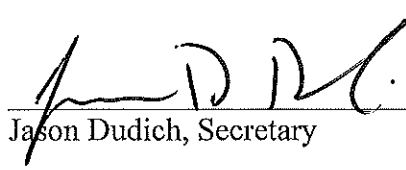
IT IS SO ORDERED THIS THE 8th DAY OF MARCH, 2022.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
AZTAR INDIANA GAMING CO., LLC)	22-BE-01
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 11-1-3(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.
2. 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.
3. Bally's approved internal control procedures, 11-9, describe the procedures for Child Support Intercept Process.
4. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (CSADR) for November 2021. The results of this audit were that one (1) individual was not searched in the CSADR after winning a taxable jackpot.

COUNT II

5. 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.
6. 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.

7. Bally's approved internal control procedures, F9(d), describe the TITO ticket procedures.
8. On November 17, 2021, a Slot Shift Manager notified a Gaming Agent that an electronic gaming device (EGD) was found to be set up incorrectly as a Ticket-In Ticket-Out (TITO) had been printed for \$2,000.23. A Slot Technician showed the EGD settings to the Gaming Agent which showed that there was no ticket limit indicated, however, the setting should have been for \$1,199.99. The Gaming Agent also observed that the credit limit was incorrectly set at \$3,000 instead of \$1,199.99. The Gaming Agents reviewed the remaining EGD's on the EGD bank and all six (6) EGD's were observed to be set up incorrectly. It was discovered that the EGD's were placed into service on November 16, 2021. Additionally, an EGD manufacturer set up the EGD's, however, Bally's failed to check the setting prior to placing the EGD's in service.

COUNT III

9. 68 IAC 15-12-3(a) provides the requirements for live gaming device fills including the requirement that surveillance shall be notified that a live gaming device fill is being processed.
10. On November 9, 2021, Surveillance notified Gaming Agents that a Cage Cashier processed a table fill in the amount of \$20,500 without notifying surveillance.
11. 68 IAC 15-2-5 provides the casino licensee shall establish policies and procedures for the notification of surveillance prior to completing a currency transaction report. The procedures shall include, at a minimum, the following:
 - (1) The window cashier, pit boss, table games shift manager, or table games manager must notify surveillance.
 - (2) Surveillance shall take a photograph of the patron from the surveillance camera.
 - (3) Prior to the completion of the transaction, surveillance shall notify the window cashier, pit boss, table games shift manager, or table games manager that it has an acceptable photograph.
12. On November 30, 2021, Surveillance notified Gaming Agents that table games personnel failed to notify surveillance that a patron had hit multiple transaction log (MTL) and currency transaction reporting (CTR) levels while playing at a craps table.
13. 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.
14. 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.
15. Bally's approved internal control procedures, C-2, describe the procedures at the Cage.

16. On September 23, 2021, Surveillance notified Gaming Agents that a Cage Cashier completed a transaction of \$5,448.66, however, the Cage Cashier failed to notify Surveillance.
17. On November 28, 2021, Surveillance notified Gaming Agents that a Cage Cashier completed a transaction of \$5,323, however, the Cage Cashier failed to notify Surveillance.

COUNT IV

18. 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.
19. 68 IAC 1-11-1(c) provides a person under twenty-one (21) years of age shall not be present in a casino.
20. On October 15, 2021, Security notified Gaming Agents that an underage person was found on the casino floor. A review of surveillance coverage determined that an underage person presented her identification to a Security Officer at the casino entrance. The Security Officer looked at the identification and allowed the underage person to enter the casino. The underage person proceeded to the Bally's Rewards counter where she presented her identification to obtain a player's card and was subsequently identified as being underage.
21. On December 31, 2021, Surveillance notified Gaming Agents that while observing the casino entrance, a Security Officer scanned an identification. The Surveillance Agent observed that the person presenting the identification did not match the person on the identification. The Security Officer allowed an underage person to enter the casino. The Gaming Agent noted that the patron looked extremely young and should not have passed for thirty-one (31) years of age, which was the age on the identification presented. Additionally, the physical identifiers did not match those listed on the identification presented.

COUNT V

22. 68 IAC 15-2-2(a) provides cash transactions involving cash in or cash out in excess of ten thousand dollars (\$10,000) must be reported by occupational licensees. The information to be reported shall include, but is not limited to, the information that is required by 31 U.S.C. 5313 and 31 CFR 103.
23. 68 IAC 15-2-3(a) provides the casino licensee shall be required to maintain a log for the purpose of recording aggregated cash transactions in excess of three thousand dollars (\$3,000). The casino licensee shall require coordination between the pits, slots, cashiers, cages, redemption centers, and other appropriate areas to ensure all transactions in excess of three thousand dollars (\$3,000) are recorded.
 - (b) The employee witnessing the transaction is responsible for completing the log.

24. 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.
25. On November 8, 2021, Bally's Director of Compliance notified Gaming Agents that a Cage Cashier failed to record a \$4,000 transaction on the multiple transaction log (MTL). The error was discovered during the daily Title 31 check for the gaming date.
26. On November 11, 2021, Gaming Agents received a Surveillance incident report that detailed a player review requested by the Director of Compliance. The Director of Compliance requested a review after discovering a possible error during his daily Title 31 check for November 6, 2021. The surveillance review determined that the patron initially cashed out \$2,400 with a Cage Shift Supervisor. The patron cashed out an additional \$1,000 with the Cage Shift Supervisor. The last transaction by the patron involved him cashing out with \$8,000 with a Cage Shift Manager. The Cage Shift Manager completed the MTL for this transaction. The Cage Shift Supervisor failed to log the patron's two (2) initial transactions, totaling \$3,400. As a result, the Cage failed to complete a currency transaction report, as required.

COUNT VI

27. 68 IAC 15-12-3(a) provides the requirements for live gaming device fills.
28. On October 5, 2021, a Cage Shift Manager notified Gaming Agents that a table fill error had occurred when a Cage Cashier notified a Cage Shift Manager that her chip fill bank was off. A review of the surveillance coverage determined that the table fill requested \$2,000 in green \$25 chips and \$300 in red \$5 chips. The Cage Cashier incorrectly filled the request with \$2,000 in black \$100 chips and \$300 in red \$5 chips. The fill was verified by Security personnel, Table Games personnel, and was accepted at the table.
29. 68 IAC 11-4-4(a) provides at any time when a live gaming device is closed, chips remaining at the live gaming device shall be counted by the appropriate level of occupational licensee assigned to the live gaming device and verified by the pit boss or the equivalent.
 - (b) A live gaming device inventory slip shall be prepared.
 - (c) The occupational licensee and the pit boss or the equivalent who observed the count of the contents of the tray shall sign the inventory slip at the time of closing the live gaming device attesting to the accuracy of the information recorded.
 - (d) The occupational licensee shall immediately deposit the closer in the drop box.
 - (e) The pit boss or the equivalent shall place the opener on the live gaming device tray in a manner that the amounts on the opener may be read through the cover, and lock the transparent live gaming device tray lid in place.

30. On October 8, 2021, a Dual Rate Assistant Shift Manager notified Gaming Agents of a table closer error. The table inventory closer slip showed \$13,100 in black \$100 chips, however, the physical inventory was \$15,100 in black \$100 chips.
31. On December 11, 2021, Surveillance notified Gaming Agents that a table closer error had occurred. The table inventory closer slip showed \$12,700 in black \$100 chips, however, the physical inventory was \$12,600 in black \$100 chips.

COUNT VII

32. 68 IAC 2-3-9.2(b) provides riverboat licensees must advise the enforcement agent, on a form prescribed or approved by the commission, when one (1) of the following events occurs with an occupational licensee: (1) The occupational licensee's employment with the riverboat licensee is terminated for any reason. The form must be submitted to the enforcement agent within fifteen (15) days of the occurrence of the change or action.
33. On October 21, 2021, an HR Benefit Admin provided a separation of service form to Gaming Agents for an EVS employee. The EVS employee was terminated on September 17, 2021. Bally's failed to report the termination in a timely manner.
34. On October 22, 2021, Bally's Director of Compliance notified Gaming Agents that the new Bally's badges had been distributed to staff, however, approximately twenty-eight (28) badges still needed to be distributed, and all badges belonged to Hasgoe employees. Hasgoe is a third-party cleaner used by Bally's. Twenty-Seven (27) badges belonged to employees no longer working for Hasgoe. The HR Benefits Admin would be providing separation of service forms for the employees. Upon receipt of the separation of service forms, the dates of separation were from March 3, 2020, to October 4, 2021. Bally's failed to report the terminations in a timely manner.

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 \$21,500 (\$1,000 for Count I, \$1,500 for Count II, \$4,000 for Count III, \$6,000 for Count IV, \$1,500 for Count V, \$2,500 for Count VI and \$5,000 for Count VII) 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 \$21,500 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
Azstar Indiana Gaming Co., LLC d/b/a
Bally's Evansville

Date

2/25/22

Date

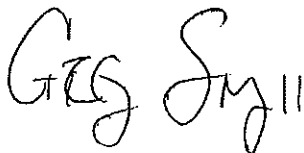
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Greg Small, Executive Director
Indiana Gaming Commission

3/8/22

Date

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

Date