

**ORDER 2022-76
IN RE SETTLEMENT AGREEMENT
AZTAR INDIANA GAMING CO., LLC
d/b/a BALLY'S EVANSVILLE
22-BE-02**

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 30th DAY OF JUNE, 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-02
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 February 2022. The results of this audit were that one (1) individual was not searched in the CSADR after winning a taxable jackpot.

COUNT II

6. 68 IAC 11-3-6(c) provides...(2) the soft count team shall open the drop box and empty the entire contents of the drop box on the soft count table. (3) 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. (4) The slide on the drop box shall be reset, and the door to the drop box shall be relocked. (5) If the drop box is

from a live gaming device, documents shall be separated from the currency, coins, and chips.

7. On March 18, 2022, the Gaming Agent Supervisor assigned a Gaming Agent to investigate a soft count violation.
8. On March 17, 2022, Bally's Evansville's Executive Director of Finance reported that the count was \$18,000 short and the reason for the discrepancy had not been identified yet.
9. On March 18, 2022, a follow-up email was received detailing that the live drop box was found in the count room that morning and would be processed with the today's drop.
10. A review of surveillance determined that during the count process on March 17, 2022, a Count Room Lead Attendant failed open the drop box after removing the drop box's tag. The unopened drop box is placed in the bin with the other empty drop boxes.

COUNT III

11. 68 IAC 14-3-9(b) provides dice or playing cards may not be delivered to a riverboat licensee or a riverboat license applicant unless a gaming agent or a member of the commission staff is present at the point of delivery. The riverboat licensee or riverboat license applicant is responsible for ensuring the presence of a gaming agent or a member of the commission staff.
12. On March 26, 2022, a Gaming Agent was monitoring the Security Department's radio traffic and overheard that a dice shipment had been received. The Gaming Agent attempted to locate the delivery truck on the surveillance monitor but was unable to locate it. Security subsequently notified Gaming Agents of the dice delivery.
13. Upon investigation, the Gaming Agent determined that UPS delivered the dice to the casino Security office where it was accepted by a Security Officer. The Security Officer reviewed the shipping label and placed the box of dice on the counter. A Facilities Supervisor then took the dice to the warehouse where they dice sat unattended for approximately ten (10) minutes. It is at this time that Security notified the Gaming Agents of the dice.
14. On April 27, 2022, a Table Games Shift Manager followed up with Gaming Agents to see if a dice shipment was expected. Gaming Agents advised that a shipment was expected that day. The Gaming Agent met with the Table Games Shift Manager and a Security Officer at the employee security exit, and it was determined that the dice had arrived and were at the warehouse receiving office. A Receiving Clerk had received the package from UPS and failed to notify Gaming Agents.

COUNT IV

15. 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.

16. 68 IAC 1-11-1(c) provides a person under twenty-one (21) years of age shall not be present in a casino.
17. On April 23, 2022, Gaming Agents were notified by Security that an underage person was allowed to enter the casino. A family had been denied entry into the casino because of a minor child, however, the family advised that they had been allowed to enter the casino a short time earlier. The Gaming Agent met with the family who advised that a Security Officer had allowed them to enter the casino floor earlier to make a reservation to eat at the Tap House Restaurant which is on the casino floor. The family included a daughter who was thirteen (13) years old.

COUNT V

19. 68 IAC 2-6-6(c)(5)(B) provides if a casino licensee converts an electronic gaming device (EGD), the casino licensee must perform a coin test to ensure that the EGD is communicating with the central computer system. If the EGD is not communicating with the central computer system, the EGD must be disabled.
20. 68 IAC 2-6-6(c)(6)(A) provides if a casino licensee converts an EGD, the casino licensee shall update the master list of EGD's after the conversion is complete.
21. On January 19, 2022, a Gaming Agent was notified by a Slot Tech Supervisor that an EGD had been placed into service without a coin test and Gaming Agent approval. The EGD had been played by a patron prior to the coin test.
22. On February 2, 2022, a Gaming Agent was notified by a Slot Service Shift Manager that two (2) EGD's were placed into service prior to being revised in the ACSC system. These EGD's had been converted, therefore, the theme and payable ID needed to be updated in the slot system prior to being placed into service. Both EGD's had play during this time.
23. 68 IAC 15-13-2(d)(6) provides that a security officer or slot department employee shall escort the slot attendant from the cage to the appropriate electronic gaming device. The security officer or slot department employee who begins completing the manually paid jackpot must complete the process of witnessing, escorting, and signing the appropriate documentation to verify the manually paid jackpot was completed. If there is a discrepancy with the manually paid jackpot, the same security officer or slot department employee who began the manually paid jackpot must accompany the manually paid jackpot back to the cage to resolve the discrepancy.
24. Bally's Evansville's approved internal control procedures, F-8, describe the procedures for manually paid jackpots.
25. On April 9, 2022, a Gaming Agent was reviewing the Surveillance reports when it was discovered that a jackpot had occurred on April 2, 2022, and was not properly verified.

26. On April 2, 2022, a jackpot in the amount of \$9,600 was verified by a Slot Service Host and a Slot Assistant Shift Manager, however, there was no Security Officer verification as required by their internal controls.

COUNT VI

27. 68 IAC 15-12-3(c) provides if a live gaming device fill slip was erroneous, it shall be voided and a new live gaming device fill slip generated. The person voiding the fill slip shall indicate the reason the slip was voided and sign the slip. A voided live gaming device fill shall be retained and deposited into a locked accounting box.
28. On April 1, 2022, a Gaming Agent was notified by Security that an incorrect table fill had been sent out to a table game. Table games personnel identified that the fill was incorrect and sent it back to the Cage to be corrected, however, the fill was not properly voided.
29. On April 16, 2022, a Gaming Agent was notified by Surveillance that an incorrect fill had been sent out to a table game. Table games personnel identified that the fill was incorrect and sent it back to the Cage to be corrected, however, the fill was not properly voided.
30. 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.
31. On February 24, 2022, a Gaming Agent was notified by Surveillance that a table inventory closer violation had occurred at a roulette table. A black \$100 value chip was found in the stack of blue non-value chips upon opening the table.

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 \$13,000 (\$1,000 for Count I, \$1,500 for Count II, \$1,500 for Count III, \$3,000 for Count IV, \$3,000 for Count V and \$3,000 for Count VI) 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 \$13,000 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.

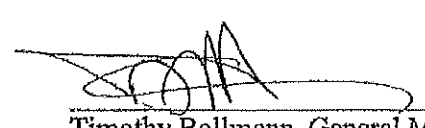
IN WITNESS WHEREOF, the Parties have signed this Settlement Agreement on the date and year as set forth below.



Greg Small, Executive Director
Indiana Gaming Commission

6/27/2022

Date



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

6/14/22

Date