

**ORDER 2023-13
IN RE SETTLEMENT AGREEMENT**

**AZTAR INDIANA GAMING CO., LLC
d/b/a BALLY'S EVANSVILLE
23-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 9th DAY OF MARCH, 2023.

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)	23-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 11-9-2(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 October 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 November 2022. The results of this audit were that two (2) individuals were not searched in the CSADR after winning a taxable jackpot.

COUNT II

7. 68 IAC 11-3-5(1) provides that the currency collection team shall be under the constant observation of a Security Officer.
8. 68 IAC 11-1-2(1) provides that the procedures of the internal control system are designed to ensure the assets of the casino licensee are safeguarded.
9. Bally's Evansville's approved internal control procedures, D-2 (E), describe the currency collection process and specifically state the drop area and cart with live boxes will be under constant observation of a Security Occupational Licensee.
10. Bally's Evansville's approved internal control procedures, M-10, describe the 24-hour gaming operation drop procedures and specifically state that the drop team will consist of five (5) Security Officers and a minimum of two (2) Team Members from the Count Team.
11. On December 19, 2022, Security notified Gaming Agents that there was a shortage of Security staff members on the bill validator ("BV") drop. A review of surveillance coverage determined that there was only four (4) Security Officers present on the drop for approximately twenty-five (25) minutes. The Gaming Agent also observed that on several occasions that the Security Officer assigned to the BV drop cart was seen roaming inside the drop zone area and conversing with the Count Room Manager rather than following the cart as required by the internal controls. Once a fifth (5th) Security Officer came to assist the drop, he/she began conversing with the Security Officer assigned to the BV drop cart and neither Security Officer stayed with the cart. Gaming Agents also observed the Count Room Manager open the electronic gaming device ("EGD") doors and "hot" cash box doors well in advance of the drop team approaching this area. The Security Officer controlling the drop zone would not have been able to provide adequate security of these unsecured EGD's and cash boxes. A Count Room Attendant also accessed two (2) EGD's and removed "hot" cash boxes without Security present.

COUNT III

12. 68 IAC 15-12-3(a) provides the requirements for live gaming device fills.
13. On December 23, 2022, Surveillance notified Gaming Agents that a table fill was sent out with \$1,500 in green \$25 chips instead of \$1,500 in red \$5 chip as requested. The Dealer did not count or verify the table fill prior to signing the table fill slip. The Table Game Supervisor also failed to properly verify the fill. The fill was accepted, and the paperwork was dropped in the drop box.

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 \$9,000 (\$3,000 for Count I, \$4,500 for Count II and \$1,500 for Count III) 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 \$9,000 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.

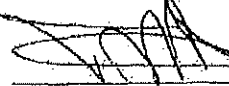
This Agreement shall be binding upon the Commission and Bally's.

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

3/7/2023
Date



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

2/16/23
Date