

**ORDER 2023-72
IN RE SETTLEMENT AGREEMENT**

**AZTAR INDIANA GAMING CO., LLC
d/b/a BALLY'S EVANSVILLE
23-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 15th DAY OF JUNE, 2023.

THE INDIANA GAMING COMMISSION:



Milton Q. Thompson, Chair

ATTEST:



Charles Cohen, Commissioner

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
AZTAR INDIANA GAMING CO., LLC) **23-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 Casino & Hotel ("Bally's" or "Bally's Evansville"), (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 December 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 CSADR for January 2023. The results of this audit were that one (1) individual was not searched in the CSADR after winning a taxable jackpot.
7. Gaming Agents conducted an audit of the CSADR for March 2023. The results of this audit were that two (2) individuals were not searched in the CSADR after winning a taxable jackpot.

COUNT II

8. 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.
9. 68 IAC 1-11-1(c) provides a person under twenty-one (21) years of age shall not be present in a casino.
10. On January 10, 2023, Security notified Gaming Agents that an underage person may be on the casino floor. Security received a telephone call from a female advising that her nineteen (19) year old daughter may be on the casino floor as she had viewed a video on social media that she had recently posted, and she was inside Bally's Evansville casino. The mother provided the identifying characteristics of her daughter and what she was wearing.
11. Gaming Agents performed a walk of the floor and were unable to locate the underage person, however, a review of surveillance coverage identified the underage person enter the casino and depart approximately twenty (20) minutes later. The underage person presented an identification to the Security Officer at the entrance for a 24-year-old. The identification was run through Veridocs and passed. The underage person and a friend were allowed entry into the casino. Gaming Agents were able to review surveillance coverage and compare the underage person to actual 24-year-old who had been on the casino floor on December 25, 2022. It was determined that the two (2) individuals do not resemble each other, and Security should not have allowed the underage person entry to the casino utilizing an identification that did not resemble her.

COUNT III

12. 68 IAC 27-1-2(16) defines a prohibited sports wagering participant as an individual listed on the commission's exclusion list kept under 68 IAC 6-1, that has a voluntarily excluded person (VEP) status as defined under 68 IAC 6-3 or has signed up for the statewide internet self-restriction program (ISRP).
13. 68 IAC 27-13-2(d) provides that sports wagering operators must restrict wagering by statewide Internet self-restriction participants and may not market to statewide Internet self-restricted participants.
14. 68 IAC 6-3-4(a) provides each casino licensee and casino license applicant shall establish internal control procedures for compliance with this rule, which shall be submitted and approved under 68 IAC 11.
15. 68 IAC 6-3-4(b)(3) provides the internal controls must, at a minimum, address that the casino licensee must refuse wagers from and deny gaming privileges to any voluntarily excluded person.

16. 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.
17. On April 3, 2023, a Gaming Agent conducted the 2023 1st quarter prohibited participant audit for Bally Bet. The results of this audit identified several discrepancies and omissions. The Gaming Agent reached out to Bally Bet for a remediation plan on these errors and Bally Bet's Compliance Manager provided that Bally's Evansville was responsible for four (4) of the omitted prohibited participants. Bally Bet provided that Bally's Evansville did not provide these names on the March 8, 2023, prohibited participant list.

COUNT IV

18. 68 IAC 15-12-3(3) provides that surveillance shall be notified that a live gaming device fill is being processed.
19. On February 28, 2023, Surveillance notified Gaming Agents that the Cage failed to notify Surveillance of a table fill over \$5,000. A review of surveillance coverage determined that a Cage Shift Supervisor failed to notify Surveillance of a \$15,600 table fill.
20. 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.
21. On January 15, 2023, Surveillance notified Gaming Agents that an error occurred with a table fill. The table fill requested was for \$2,500 in green \$25 chips, however, one of the stacks of green chips had a red \$5 chip in it, causing the table fill to be short. The casino corrected the fill at the Cage without properly voiding the fill.

COUNT V

22. 68 IAC 6-3-4(b)(3) requires internal controls for refusing wagers from and denying gaming privileges to any voluntarily excluded person.
23. 68 IAC 6-3-4(b)(4) requires internal controls address how the casino will make all reasonable attempts to ensure that voluntarily excluded persons do not receive direct marketing. A casino licensee will satisfy this requirement if the casino licensee removes the voluntarily excluded person's name from the list of patrons to whom direct marketing materials are sent, and the voluntarily excluded person does not receive direct marketing materials more than forty-five (45) days after the casino licensee receives notice, under section 3(a) of this rule, that the voluntarily excluded person has entered the VEP.
24. 68 IAC 6-3-4(b)(5) requires internal controls for ensuring that voluntarily excluded persons do not receive check cashing privileges or extensions of credit, whether directly

through the casino licensee or operating agent, or through a supplier contracting with a casino licensee on property hired for the purpose of check cashing or extension of credit, or both.

25. 68 IAC 6-3-4(e)(3) provides a casino licensee shall be subject to disciplinary action under 68 IAC 13 for failure to comply with the requirements of this section and the internal control procedures outlined under this section, including, but not limited to, failure to follow internal control procedures adopted under this rule.
26. Bally's Evansville's approved internal control procedures, Q-2, describe the procedures for the Voluntary Exclusion Program ("VEP").
27. On January 12, 2023, a Security Administrative Coordinator ("SAC") notified a Gaming Agent that it was possible that a VEP participant had been frequenting the casino. The SAC had been contacted by a Player Development Manager who advised that a VEP participant was trying to get a hotel room booked for the weekend. Upon review, the SAC determined that the VEP participant had two (2) profiles in the ACSC database. Both profiles were identical except for the first name. One (1) account was flagged; the other was not. The Player Development Manager denied his request for a room. The SAC provided that the VEP participant had been gambling at the property, had stayed at the casino and was provided comps.
28. On January 12, 2023, the Commission's VEP Coordinator received a call from the VEP participant. The VEP participant reported that he had received food and beverage comps, free play and hotel room comps from Bally's Evansville. Based on the conversation with the VEP participant, the VEP Coordinator believed that the VEP participant had been frequenting the property regularly.
29. On January 16, 2023, the Gaming Agent was provided with the VEP participants transactions at the casino. The SAC also claimed to Gaming Agents that the VEP's first name was changed in 2021 at the request of the Commission. The SAC claimed that the Commission sent out an email on February 3, 2021, with a spreadsheet with corrections that casinos needed to make to VEP participants. The SAC advised that they changed his first name upon receiving this directive and that was how the VEP participant was able to gamble.
30. Player tracking data showed the VEP participant was in the casino on August 6, 2021, August 7, 2021, December 9, 2021, December 10, 2021, March 10, 2022, March 31, 2022, April 1, 2022, December 1, 2022, and December 2, 2022.
31. The VEP participant received food and beverage comps on August 6, 2021, March 31, 2022, and December 2, 2022, totaling \$278.80.
32. The VEP participant received a comped hotel room on the following dates: December 9, 2021 – December, 11, 2021, March 10, 2021 – March 12, 2022, March 18, 2022 – March 20, 2022, March 31, 2022 – April 2, 2022 and December 1, 2022 – December 3, 2022.

33. The VEP participant was granted check cashing privileges on December 1, 2022 and December 2, 2022. On December 1, 2022, the VEP participant cashed two (2) checks for \$1,500 and \$500. On December 2, 2022, the VEP participant cashed two (2) checks for \$900 and \$1,700.
34. On December 1, 2022, the VEP participant also redeemed \$200 in free play.
35. On February 27, 2023, the Commission's Director of Compliance requested an audit into the marketing mailers sent to the VEP.
36. On February 28, 2023, a Database Marketing Analyst provided that the VEP participant received twenty-nine (29) marketing mailers in 2022 and 2023.
37. While on property, the VEP participant primarily played at table games. The VEP participant had a total of \$20,280 in table game buy-in, \$200 coin in at Slots and his total loss was \$10,164.

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 \$83,350 (\$4,000 for Count I, \$1,500 for Count II, \$4,000 for Count III, \$2,000 for Count IV and \$71,850 for Count V) 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 \$83,350 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.

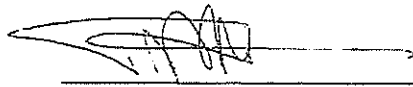
This Agreement shall be binding upon the Commission and Bally's.

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

6/6/2023
Date



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

6/2/2023
Date