

**ORDER 2024-160  
IN RE SETTLEMENT AGREEMENT**

**AZTAR INDIANA GAMING CO., LLC  
d/b/a BALLY'S EVANSVILLE  
24-BE-03**

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

**APPROVED**

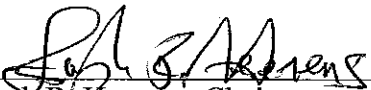
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APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 19<sup>th</sup> DAY OF DECEMBER, 2024.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Joseph R. Heerens, Chair

ATTEST:

  
\_\_\_\_\_  
Michael E. Williams, Commissioner

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>AZTAR INDIANA GAMING CO., LLC</b>	)	<b>24-BE-03</b>
<b>d/b/a BALLY'S EVANSVILLE</b>	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission ("Commission") by and through its Executive Director Dennis Mullen 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 15-1-2(1) provides that assets of the casino licensee are safeguarded
2. 68 IAC 15-10-6 provides that the casino licensee shall establish policies and procedures for the control of change banks by the main bank or vault. These banks shall be on an imprest basis.
3. Bally's Evansville's approved internal control procedures, C-3, describes the main bank responsibilities.
4. On May 7, 2024, Surveillance notified Gaming Agents that a Cage Cashier Fill Attendant failed to notify Surveillance of two (2) Ticket Redemption Unit ("TRU") replenishments. Both TRUs were filled with \$40,000 in \$20 bills. A review of surveillance coverage confirmed this information.

**COUNT II**

5. 68 IAC 1-11-1(c) provides a person under twenty-one (21) years of age shall not be present in a casino.
6. 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.
7. On June 11, 2024, Surveillance notified Gaming Agents that a suspected underage person was at the cage on the casino floor and that the male patron had recently been using multiple identifications ("ID") at the casino. Gaming Agents proceeded to the casino floor to speak to the underage person who was attempting to convert a stack of \$5 bills to larger bills, so he could buy in at a live gaming device. The underage person denied he

was the individual they were looking for. Further interviews took place in the Commission office where the underage person denied using multiple IDs. The underage person ultimately admitted to being underage.

8. A review of surveillance coverage confirmed that the underage person was able to enter the casino thirteen (13) times between May 2, 2024, and June 11, 2024. The underage person used the IDs of three (3) different individuals to access the casino floor. ID #1 was used on one (1) occasion and the ID passed a Veridocs check. The underage person had a slight resemblance to the individual on this ID and it could be conceivable that Security might mistake the underage person for this individual. ID #2 was used on two (2) occasions and the ID passed a Veridocs check. The underage person had a slight resemblance to the individual on this ID and it could be conceivable that Security might mistake the underage person for this individual. ID #3 was used on nine (9) occasions and the ID passed a Veridocs check. ID #3 did not resemble the underage person. On one (1) occasion the underage person entered the casino without Security requesting an ID. The underage person was also able to obtain a player's card using ID #3.

### COUNT III

9. 68 IAC 11-7-1(b) provides for the purposes of this rule, "sensitive keys" means keys that either management or the commission considers sensitive to the casino licensee's operation and therefore require strict control over custody and issuance.
10. 68 IAC 11 7-3(b) provides that sensitive keys shall be returned to custody and signed in by the same occupational licensee they were issued to unless there is a documented change of shift.
11. Bally's Evansville's approved internal controls, M-6, describe procedures for Sensitive Keys.
12. On April 25, 2024, an Assistant Slot Services Shift Manager notified Gaming Agents that a Slot Services Host left a sensitive keyset hanging unsecured on a back of the house coat rack when leaving the casino at the conclusion of her shift. This keyset contained two (2) sensitive keys: an electronic gaming device ("EGD") main door key and an Interblock RFID key. The keyset was unsecured for six (6) hours and twenty-three (23) minutes.
13. On May 29, 2024, Security notified Gaming Agents that a Slot Dual Rate had not returned a sensitive key set when she left the property after her shift. The keyset contained the main door key, belly door key and a reset key for EGDs. A review of surveillance coverage showed that the keyset was placed in an unlocked locker in the back of the house hallway. The keyset was unsecured for approximately fourteen (14) hours and nine (9) minutes.
14. On July 29, 2024, a Table Games Manager self-reported to Gaming Agents that he had left the sensitive keys to the Poker Bank unsecured. A review of surveillance coverage showed that the Table Games Manager left the keyset unsecured for approximately one

(1) hour and thirty-six (36) minutes in the poker bank lock. During the time the keyset was unsecured, no one accessed the Poker Bank.

#### **COUNT IV**

15. 68 IAC 15-6-4(b) provides vendors and visitors must report to security to complete the vendor and visitor log and to obtain a badge. When the vendor or visitor leaves the casino, the vendor or visitor must complete the appropriate portion of the log.
17. 68 IAC 15-6-4(e) provides the vendor and visitor log shall contain the following information:
- (1) The name of the vendor or visitor.
  - (2) The company or organization the vendor or visitor represents.
  - (3) The date and time the vendor or visitor entered the casino.
  - (4) The purpose that necessitates the vendor or visitor entering the casino.
  - (5) The date and time that the vendor or visitor exits the casino. The casino licensee is responsible for instituting a policy that ensures that vendor and visitor badges are returned to the security department and accounted for when the vendor or visitor exits the casino.
  - (6) If the person is a visitor, the individual who authorized the visitor's presence in the casino.
  - (7) Any other information deemed necessary by the executive director or the commission to ensure compliance with IC 4-33, IC 4-35, and this title.
18. On May 9, 2024, Gaming Agents conducted an audit of the vendor log for April 2024.
19. On April 15, 2024, an employee of Interblock performed work at Bally's Evansville on a vendor badge. The employee did not have an IGC occupational license and should not been allowed to perform work on the casino floor until he was licensed. Further investigation showed that he was granted an IGC occupational license May 14, 2024, one (1) month after he was granted entrance.

#### **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 \$8,000 (\$1,000 for Count I, \$4,500 for Count II, \$1,000 for Count III and \$1,500 for Count IV) 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.

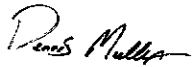
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Bally's agrees to promptly remit payment in the amount of \$8,000 and shall waive all rights to further administrative 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.

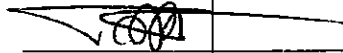
IN WITNESS WHEREOF, the Parties have signed this Settlement Agreement on the date and year as set forth below.



\_\_\_\_\_  
Dennis Mullen, Executive Director  
Indiana Gaming Commission

12/4/24

\_\_\_\_\_  
Date



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

12/2/24

\_\_\_\_\_  
Date