

**ORDER 2026-013  
IN RE SETTLEMENT AGREEMENT**

**AZTAR INDIANA GAMING CO., LLC. D/B/A  
BALLY'S EVANSVILLE  
26-BE-01**

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

**APPROVED**

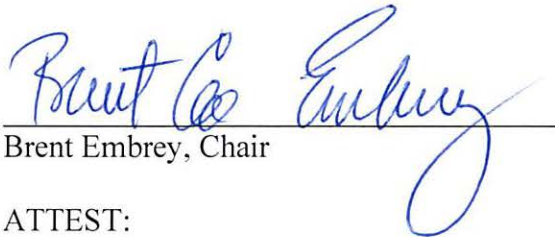
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APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 26<sup>th</sup> DAY OF MARCH, 2026.**

**THE INDIANA GAMING COMMISSION:**

  
Brent Embrey, Chair

ATTEST:

  
Troy Helman, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

|                                      |   |                   |
|--------------------------------------|---|-------------------|
| <b>IN RE THE MATTER OF:</b>          | ) |                   |
|                                      | ) | <b>SETTLEMENT</b> |
| <b>AZTAR INDIANA GAMING CO., LLC</b> | ) | <b>25-BE-01</b>   |
| <b>d/b/a BALLY’S EVANSVILLE</b>      | ) |                   |

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Joe B. Hoage 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 15-12-3(a)(3) provides surveillance shall be notified that a live gaming device fill is being processed.
2. On October 8, 2025, Surveillance notified Gaming Agents of a table fill that occurred without notifying surveillance. A review of the surveillance footage confirmed that a table fill was prepared by a Cage Cashier and transported by two (2) security officers, none of which notified surveillance of the fill.

**COUNT II**

3. 68 IAC 2-6-33(a) provides that a progressive jackpot that is currently in play may be transferred to other progressive electronic gaming devices in the casino in the event of: (1) electronic gaming device malfunction; (2) electronic gaming device replacement; and (3) another good reason deemed appropriate by the executive director or the commission to ensure compliance with IC 4-33, IC 4-35, and this title. (b) If the events set forth in subsection (a) do not occur, the progressive award must be permitted to remain until it is won by a player or transfer is approved by the executive director.
4. Bally’s Evansville’s approved internal control procedures F-6 describes the procedure for transferring progressive jackpots.
5. On December 9, 2025, Slot Performance Manager notified Gaming AgentS that seven electron gaming devices (EGD’s) were removed from the floor prior to progressive amounts on the machines being transferred. Bally’s Evansville had received permission to remove thirty

machines from the floor but had failed to gain permission to transfer the progressive amounts to seven of the machines until after the mistake had been discovered.

### **COUNT III**

6. 68 IAC 15-2-3 provides that 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.
7. Bally's approved internal control procedures, C-1, describes the procedures and the requirements for reportable transactions.
8. On November 17, 2025, Bally's Director of Compliance notified Gaming Agents via email regarding a Multiple Transaction Log (MTL) violation that had occurred. The Table Games Floor Supervisor did not record the cash in transactions for reportable transactions.

### **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 \$8,500 (\$1,000 for Count I, \$5,000 for Count II, and \$2,500 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.

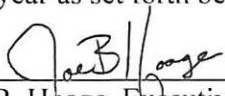
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Bally's agrees to promptly remit payment in the amount of \$8,500 and shall waive all rights to further administrative 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.

  
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Joe B. Hoage, Executive Director  
Indiana Gaming Commission

  
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Ameet Patel, Officer  
Azstar Indiana Gaming Co., LLC d/b/a  
Bally's Evansville Casino & Hotel

March 17, 2026  
Date

3/3/26  
Date