

**ORDER 2026-065
IN RE SETTLEMENT AGREEMENT**

**AZTAR INDIANA GAMING CO., LLC. D/B/A
BALLY'S EVANSVILLE
26-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 25th DAY OF JUNE, 2026.

THE INDIANA GAMING COMMISSION:

A handwritten signature in black ink, appearing to read "Troy Helman", written over a horizontal line.

Troy Helman, Vice Chair

ATTEST:

A handwritten signature in black ink, appearing to read "B.R. Lane", written over a horizontal line.

B.R. Lane, Secretary

STATE OF INDIANA
INDIANA GAMING COMMISSION

IN RE THE MATTER OF:)	
)	SETTLEMENT
AZTAR INDIANA GAMING CO., LLC)	26-BE-02
d/b/a BALLY'S EVANSVILLE)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Deputy Director Mike Smith 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 that surveillance shall be notified that a live gaming device fill is being processed.
2. On January 24, 2026, Surveillance notified Gaming Agents of a live gaming device fill that occurred and failed to notify surveillance. The fill was in the amount of \$44,000, and the Cage Cashier failed to notify surveillance prior to the Security officer transporting the fill to the table.
3. On March 26, 2026, Surveillance notified Gaming Agents of a live gaming device credit that had occurred without notifying surveillance prior to the transport of the chips. A review of the incident found that a Cage Cashier prepared the bird cage and the paperwork for a \$40,000 table credit. Security then retrieved the credit and transported it to the cage. Once the credit arrived at the cage, the cage cashier then notified surveillance of the credit.

COUNT II

4. IC 4-33-9-12(a) provides that 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.

68 IAC 1-11-1(c) provides a person under twenty-one (21) years of age shall not be present in a casino.
5. On January 29, 2026, Security Shift Manger notified Gaming Agent that a patron was outside the casino area claiming he had money stolen from him the previous evening. Gaming Agent met with the patron, Security Shift Manager, and D/R Security Officer/Lead

Security Officer. The patron admitted that he was only 20 years old. Minor claims he gave a TITO valued between \$.50 and \$1.00 to a couple who then used the TITO and won a jackpot. Minor claimed since it was his money it should have been awarded to him.

6. On February 3, 2026, Surveillance Lead notified Gaming Agent that an underaged person had been allowed to enter the casino six times. A review of surveillance footage shows that the minor was allowed entrance to the casino twice on January 29, 2026, twice on January 30, 2026, and twice on January 31, 2026. Each time Minor was with a group and walked directly through the casino to the other side without stopping. Each trip through the casino took two minutes for a total of twelve minutes combined.

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 \$6,500 (\$2,000 for Count I, and \$4,500 for Count II) 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 \$6,500 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.

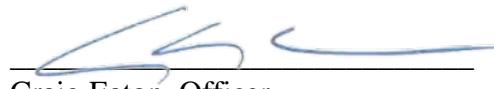
IN WITNESS WHEREOF, the Parties have signed this Settlement Agreement on the date and year as set forth below.



Mike Smith, Deputy Director
Indiana Gaming Commission

June 9, 2026

Date



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

06/09/2026

Date