

**ORDER 2026-097
IN RE SETTLEMENT AGREEMENT**

**AZTAR INDIANA GAMING COMPANY, LLC
dba BALLY'S CASINO EVANSVILLE
26-BE-03**

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



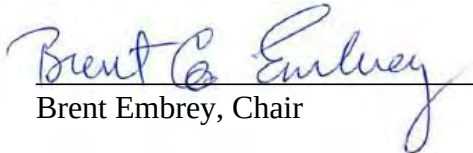
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 24th DAY OF SEPTEMBER, 2026.

THE INDIANA GAMING COMMISSION:


Brent Embrey, Chair

ATTEST:


B.R. Lane, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:	)	
	)	SETTLEMENT
AZTAR INDIANA GAMING CO., LLC	)	26-BE-03
d/b/a BALLY'S EVANSVILLE	)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Joe Hoage and Aztar Indiana Gaming Company, 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

1. 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.
2. 68 IAC 1-11-1(c) provides a person under twenty-one (21) years of age shall not be present in a casino.
3. On May 27, 2026, Security Dispatch notified Gaming Agent that Security was escorting a suspected minor off the casino floor. Minor entered the casino with two older adult males who ran interference for Minor to attempt to prevent Security from properly checking his ID.
4. A review of Surveillance footage shows that minor entered the casino at 10:48 p.m. on March 27, 2026. One adult male walked beside Minor on the near side of the security podium while the other walked behind them showing his ID prior to being asked. Once inside Minor did not consume any alcohol, although he did hold the beer of one patron twice. Minor gambled on slot machines with a buy-in of 100 and a total loss of \$99.65. Minor was on the casino floor for two hours and twenty-one minutes.

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 \$4,500 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.

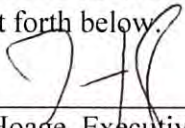
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Bally's agrees to promptly remit payment in the amount of \$4,500 and shall waive all rights to further administrative 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.

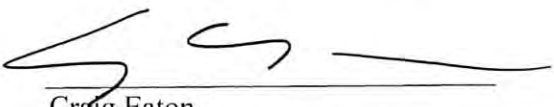
IN WITNESS WHEREOF, the Parties have signed this Settlement Agreement on the date and year as set forth below.



Joe Hoage, Executive Director
Indiana Gaming Commission

9/18/26

Date



Craig Eaton
Senior Vice President and Secretary
Aztar Indiana Gaming Company, LLC d/b/a
Bally's Evansville Casino & Hotel

9/17/26

Date