

**ORDER 2026-102
IN RE SETTLEMENT AGREEMENT**

**BALLY INTERACTIVE, LLC D/B/A
BALLY BET
26-BB-02**

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



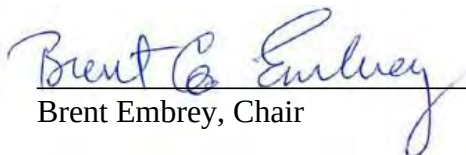
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 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
BALLY’S INTERACTIVE, LLC	)	26-BB-02
	)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Joe B. Hoage and Bally’s Interactive, LLC (“Bally Bet”), (collectively, the “Parties”) desire to settle this matter prior to the initiation of a disciplinary proceeding pursuant to 68 IAC 13-1-18(a). The Parties stipulate and agree to the following:

FINDINGS OF FACT

1. 68 IAC 2-2-1(d) provides the applicant's key persons, substantial owners, and any other persons deemed necessary to allow the commission to ensure the applicant meets the statutory criteria for licensure set forth in IC 4-33, IC 4-35, and this title must complete and submit a Personal Disclosure Form 1 (PD-1) application for occupational license under 68 IAC 2-3-1.
2. 68 IAC 2-2-6.1(a) provides that all key persons and substantial owners of supplier licensees and supplier license applicants must obtain a Level 1 occupational license.
3. 68 IAC 2-2-4(b)(3) provides an application shall be deemed filed when the completed application forms, including all required documents, all personal disclosure forms, materials, photographs, and application fee have been submitted. The Commission will not begin its background investigation until the application is filed.
4. On July 30, 2025, The Commission advised Bally’s Interactive and Bally’s Interactive Outside Counsel of reinvestigation requirements for 3 L1 individuals to be filed by September 30, 2025.
5. On September 26, 2025, Bally’s Interactive Outside Counsel reached out to the Commission to provide feedback on the individuals requiring PD1Rs to be filed and requesting that all three (3) no longer required L1 licensure and therefore no longer required PD1Rs to be filed.
6. On September 29, 2025, the Commission required additional information for review of the request and advised to continue to work on the PD1Rs until advised otherwise. Bally’s Interactive Outside Counsel requested an extension which was granted, making the new due date October 30, 2025.

7. On October 22, 2025, Bally's Interactive Outside Counsel further requested an extension for one of the PD1R submissions. The Commission advised that the individual could be made an L2 upon the temporary L1 license issuance, however, Bally's Interactive had not yet submitted the PD1R application for that individual.
8. On October 31, 2025, Bally's Interactive Outside Counsel provided additional information to the Commission that two (2) of the individuals no longer required L1 licensure, and one (1) of the individuals could likely be reclassified as an L2 instead of an L1; however, the Commission determined the additional information was not substantial enough to preclude licensure.
9. On November 26, 2025, Bally's Interactive Outside Counsel submitted the PD1R applications.
10. On December 1, 2025, payment and fingerprint cards were received by the Commission, which completed the application submissions.
11. Subsequent to the receipt of the application submissions, the Commission determined that, pursuant to the additional information provided to the Commission in the course of the application process, two (2) of the L1 licenses were no longer required and the third individual could be reclassified as a L2 licensee rather than a L1 licensee.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Bally Bet by and through its agents as described herein constitute a breach of IC 4-33, IC 4-35, and/or 68 IAC. The Commission and Bally Bet hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Bally Bet.

Bally Bet agrees to pay the Commission a total of \$1,500 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in this Settlement Agreement (hereinafter, "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.

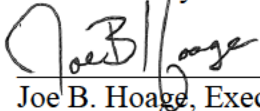
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Bally Bet agrees to promptly remit payment in the amount of \$1,500 and shall waive all rights to further administrative or judicial review.

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 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 shall be binding upon the Commission and Bally Bet.

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



Joe B. Hoage, Executive Director
Indiana Gaming Commission

Caraig Eaton, Senior Vice President
and Secretary
Bally's Interactive, LLC d/b/a Bally
Bet

9/17/2026
Date

Date