

**ORDER 2023-23
IN RE SETTLEMENT AGREEMENT**

**BALLY'S INTERACTIVE, LLC
d/b/a BALLY BET
23-BB-01**

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

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

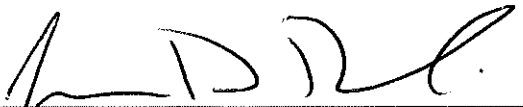
IT IS SO ORDERED THIS THE 9th DAY OF MARCH, 2023.

THE INDIANA GAMING COMMISSION:



Milton O. Thompson, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
BALLY'S INTERACTIVE, LLC d/b/a)	23-BB-01
BALLY BET)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Greg Small and Bally's Interactive, LLC d/b/a Bally Bet ("Bally Bet"), (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 27-2-16(d) provides except as outlined in this section, occupational licensing of an employee, independent contractor, agent or subagent of a sports wagering operator shall be governed by IC 4-33-8 and 68 IAC 2-3.
2. 68 IAC 2-3-9.2(b)(1) requires the occupational licensee to notify the Commission of separation on a form prescribed or approved by the Commission.
3. 68 IAC 2-3-9.2(c) requires the notification must be submitted to the Commission within fifteen (15) days of the occurrence of the change or action.
4. On November 22, 2022, the Commission received a separation from service notification from Bally Bet through LAM, the Commission's occupational licensing system. The notification provided that a Gaming Finance Analyst had a separation date of September 14, 2022 and a VIP Manager had a separation date of September 30, 2022. The Commission was not notified in a timely manner and both notifications exceeded thirty (30) days.

COUNT II

5. 68 IAC 27-1-2(16) defines a prohibited sports wagering participant as an individual listed on the commission's exclusion list kept under 68 IAC 6-1, that has a voluntarily excluded person (VEP) status as defined under 68 IAC 6-3 or has signed up for the statewide internet self-restriction program (ISRP).

6. 68 IAC 27-13-2(d) provides that sports wagering operators must restrict wagering by statewide Internet self-restriction participants and may not market to statewide Internet self-restricted participants.
7. 68 IAC 6-3-4(a) provides each casino licensee and casino license applicant shall establish internal control procedures for compliance with this rule, which shall be submitted and approved under 68 IAC 11.
8. 68 IAC 6-3-4(b)(3) provides the internal controls must, at a minimum, address that the casino licensee must refuse wagers from and deny gaming privileges to any voluntarily excluded person.
9. 68 IAC 13-1-1(b)(2) and (3) provides the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe the licensee is not complying with licensure conditions or is not complying with this Act or this title.
10. On January 2, 2023, a Gaming Agent conducted the 4th quarter prohibited participant audit for Bally Bet. The results of this audit identified twenty (20) discrepancies. All discrepancies were last name discrepancies which would impact fuzzy logic and Bally Bet's ability to restrict the prohibited participants.

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 4-38, 68 IAC, and/or Bally Bet's approved internal control procedures. 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 shall pay to the Commission a total of \$4,500 (\$1,000 for Count I and \$3,500 for Count II) and ensure all discrepancies referenced in Count II have been resolved in consideration for the Commission foregoing disciplinary action based on the facts specifically described in the Findings of Fact contained 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 Bet agrees to promptly: 1) remit payment in the amount of \$4,500, 2) ensure all discrepancies referenced in Count II are resolved and 3) 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 Agreement on the date and year as set forth below.



Greg Small, Executive Director
Indiana Gaming Commission



Craig Eaton, EVP & General Counsel
Bally's Interactive, LLC d/b/a Bally Bet

3/7/2023
Date

3/11/23
Date