

**ORDER 2023-132  
IN RE SETTLEMENT AGREEMENT  
AZTAR INDIANA GAMING CO., LLC .  
d/b/a BALLY'S EVANSVILLE  
23-BE-03**

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

**APPROVED**

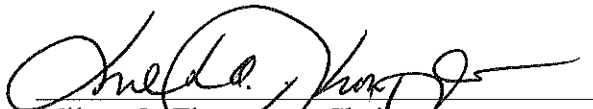
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APPROVES OR DISAPPROVES


the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 15<sup>th</sup> DAY OF SEPTEMBER, 2023.**

**THE INDIANA GAMING COMMISSION:**

  
Milton O. Thompson, Chair

ATTEST:

  
Jason Dudich, 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>23-BE-03</b>
<b>d/b/a BALLY'S EVANSVILLE</b>	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission ("Commission") by and through its Executive Director Greg Small 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 11-3-5 provides the procedures for the currency collection process.
2. The Commission's 24-hour Gaming Operations Plan provides that Security will define the drop area and after all patrons and non-drop team employees have been cleared from the designated drop area, Security will station themselves at opposite ends of the designated drop area. Security will prevent patrons and non-drop employees from entering the designated drop area while the bill validators are being collected.
3. Bally's Evansville's approved internal control procedures, M-10, describe the procedures for the 24-hour Gaming Operations and the slot drop.
4. On March 27, 2023, Surveillance notified Gaming Agents that a patron was identified in the drop zone in the high limit room. A review of surveillance coverage identified that the Count Team positioned the drop cart near the entrance to the high limit room. A red rope was stretched across the rest of the entrance to block off the area. The drop zone was set up in the following manner: One (1) Security Officer was guarding the cart, one (1) Security Officer was maintaining control of the red rope, one (1) Security Officer was standing in the middle of the room and one (1) Security Lead Officer approached patrons in the room and asked them to depart the area.
5. Two (2) male patrons immediately left the area, however, there was another patron in the process of cashing out from the electronic gaming device ("EGD") he was playing at when the Security Lead Officer gave the drop team approval to begin with the drop process despite a patron remaining in the drop zone.
6. On April 24, 2023, a Slot Host entered the drop zone during the drop process. The Slot Host proceeded to an EGD that had a service light activated. A Security Officer appeared

to notice the Slot Host enter the drop zone. Another Security Officer appeared to be headed towards the Slot Host when the Slot Host exited the drop zone.

## COUNT II

7. 68 IAC 17-1-2(c)(1) provides before an electronic gaming device (“EGD”) is removed from the casino floor, the casino licensee must ensure the hopper is emptied in accordance with 68 IAC 15-11-4.
8. Bally’s Evansville’s approved internal control procedures, F-10, describe EGD Movements.
9. On June 8, 2023, Surveillance notified Gaming Agents that two (2) EGDs were placed in secure slot storage as a part of a scheduled EGD move, however, the bill validator (“BV”) box had not been dropped prior to the movement. Both EGD’s were dropped on their normal drop schedule on June 6, 2023 and remained in service. The EGDs were moved on June 7, 2023, however, the Slot Tech Supervisor and Slot Lead Tech did not confirm that the BV box had been dropped and removed from the EGD prior to conducting the EGD move. A Slot Tech discovered the BV box in the EGDs when prepping the EGDs for shipment and an emergency drop was conducted.
10. The Count Room Manager advised that the drop team had not been notified of a drop request or an emergency drop was needed for these EGDs, therefore, the EGDs were not added to the drop list on June 7, 2023. Requests of this nature typically come from the Manager of Slot Operations or the Slot Performance Manager.
11. 68 IAC 15-13-2(d)(7) provides that manually paid jackpots shall proceed in the following manner. After arriving at the appropriate electronic gaming device, the security officer or slot department employee shall do the following: (A) Verify the jackpot.
12. On June 30, 2023, a Slot Service Shift Manager reported to Gaming Agents that two (2) manually paid jackpots had been incorrectly paid out. One (1) Slot Service Host had processed a jackpot in the amount of \$1,267 while another Slot Service Host processed a jackpot in the amount of \$1,331. While processing the jackpots, the Slot Service Host’s mixed up the jackpot tickets with each Slot Service Host retaining the ticket for the wrong jackpot. Each Slot Service Host presented the correct verification slip for the hand pay jackpot to the Cage Cashier but also, presented the incorrect jackpot ticket. Both the Cage Cashier and Slot Service Host verified that all information was accurate and matched and the Slot Service Host proceeded to the casino floor to pay the patron. The error was later discovered by the Slot Service Hosts when they returned to the Slot workstation.

## COUNT III

13. 68 IAC 15-12-3(a) provides the requirements for live gaming device fills.

14. On June 9, 2023, Surveillance notified Gaming Agents that a table fill was requested for \$10,200: \$10,000 in black \$100 chips and \$200 in red \$5 chips. The Cage Cashier completed the fill with \$10,000 in purple \$500 chips and \$200 in red \$5 chips. The table fill was accepted by a Table Games Assistant Manager and a Dealer.
15. On June 11, 2023, Surveillance notified Gaming Agents that a table fill error had occurred. A Security Officer was tasked with delivering two (2) separate table fills to two (2) different table games. One (1) table fill was for \$3,620 and the other table fill was for \$1,300. The Security Officer delivered the \$1,300 table fill to the incorrect table and it was accepted at the table by a Floor Supervisor and Dealer. The Security Officer proceeded to deliver the second table fill to the incorrect table, however, the Floor Supervisor identified that the table fill was incorrect. The Floor Supervisor directed the Security Officer to return to the table and obtain the incorrect fill which he complied with. Both fills end up at the second table. A table game credit was ultimately conducted from this table for the extra funds. Not only was the table fill delivered and accepted at the wrong table but they also did not follow proper procedure when rectifying the error.

#### **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 (\$3,000 for Count I, \$2,500 for Count II and \$3,000 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.

  
\_\_\_\_\_  
Greg Small, Executive Director  
Indiana Gaming Commission

8/29/2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Timothy Bollmann, General Manager  
Aztar Indiana Gaming Co., LLC d/b/a  
Bally's Evansville Casino & Hotel

8/21/23  
\_\_\_\_\_  
Date