

**ORDER 2023-178
IN RE SETTLEMENT AGREEMENT**

**AZTAR INDIANA GAMING CO., LLC
d/b/a BALLY'S EVANSVILLE
23-BE-04**

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

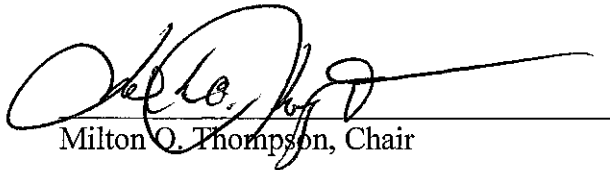
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 11th DAY OF DECEMBER, 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
AZTAR INDIANA GAMING CO., LLC)	23-BE-04
d/b/a BALLY'S EVANSVILLE)	

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 15-2-5 provides the casino licensee shall establish policies and procedures for the notification of surveillance prior to completing a currency transaction report.
2. 68 IAC 15-2-6 provides the following information shall, at a minimum, be included on the currency transaction report: (1) Part I. Section A. The patron or organization for whom the transaction was completed, (2) Part I. Section B. Identity of agent conducting the transaction (complete only if an agent conducts a transaction for the person), (3)(A) Part II. Description of transaction, including whether multiple currency transactions, none of which individually exceeds ten thousand dollars (\$10,000), comprise this report.
3. 68 IAC 15-2-3(a) provides the casino licensee shall be required to maintain a log for the purpose of recording aggregated cash transactions in excess of three thousand dollars (\$3,000). The casino licensee shall require coordination between the pits, slots, cashiers, cages, redemption centers, and other appropriate areas to ensure all transactions in excess of three thousand dollars (\$3,000) are recorded.
(b) The employee witnessing the transaction is responsible for completing the log
4. Bally's Evansville's approved internal control procedures, P-1, describe the AML MTL Reporting procedures
5. On June 16, 2023, Surveillance notified Gaming Agents that a Title 31 audit revealed the retail sportsbook had a transaction in the amount of \$10,219.80 that was not entered into their Everi system, nor was Surveillance notified.
6. On August 22, 2023, Gaming Agents were notified a that Shift Cage Manger failed to log a \$10,000 transaction on the MTL on gaming day August 17, 2023.

7. During the MTL audit, the Director of Regulatory Compliance discovered the log was missing a \$10,000 transaction. A review of surveillance coverage showed a patron approach the Cage VIP Window with \$10,000 in chips to be paid out. The Shift Cage Manager notified Surveillance of the transaction, however the Shift Cage Manager failed to enter the transaction on the MTL.

COUNT II

8. 68 IAC 2-3-5(f)(4)(B) provides that the permanent identification badge shall be worn by all occupational licensees during work hours. Permanent identification badges shall be clearly displayed.
9. 68 IAC 15-6-4(b) provides vendors and visitors must report to security to complete the vendor and visitor log and to obtain a badge. When the vendor or visitor leaves the casino, the vendor or visitor must complete the appropriate portion of the log.
10. 68 IAC 15-6-4(e) provides the vendor and visitor log shall contain the following information:
 - (1) The name of the vendor or visitor.
 - (2) The company or organization the vendor or visitor represents.
 - (3) The date and time the vendor or visitor entered the casino.
 - (4) The purpose that necessitates the vendor or visitor entering the casino.
 - (5) The date and time that the vendor or visitor exits the casino. The casino licensee is responsible for instituting a policy that ensures that vendor and visitor badges are returned to the security department and accounted for when the vendor or visitor exits the casino.
 - (6) If the person is a visitor, the individual who authorized the visitor's presence in the casino.
 - (7) Any other information deemed necessary by the executive director or the commission to ensure compliance with IC 4-33, IC 4-35, and this title.
11. On January 24, 2019, the Commission issued a memorandum to all casino licensees on occupational licenses and the usage of the vendor log which states vendor and visitor badges are not to be utilized by those who hold or should hold an individual license. If individuals referenced above attempt to access the gaming floor using a vendor or visitor badge, casino staff should assist in the matter by refusing entry and directing the individuals to local Gaming Agents for assistance.
12. On July 19, 2023, Gaming Agents conducted an audit of the vendor log for June 2023.
13. On June 13, 2023, an occupational licensee from Interblock and Everi were issued vendor badges instead of using their Commission issued occupational licensing badge.
14. On June 28, 2023, an occupational licensee from Everi was issued a vendor badge instead of using his Commission issued occupational licensing badge.

15. On August 22, 2023, Gaming Agents conducted an audit of the vendor log for July 2023.
16. On July 10, 2023, an occupational licensee from Aristocrat was issued a vendor badge instead of using his Commission issued occupational licensing badge.
17. On July 18, 2023, an occupational licensee from Light and Wonder was issued a vendor badge instead of using his Commission issued occupational licensing badge.

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 \$5,500 (\$1,500 for Count I and \$4,000 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 \$5,500 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

Greg Small, Executive Director
Indiana Gaming Commission

11/27/23

Date

Timothy Bollmann

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

11/27/23

Date