

**ORDER 2023-31  
IN RE SETTLEMENT AGREEMENT**

**BALLY'S CORPORATION  
23-BAC-01**

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 9<sup>th</sup> 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**  
 ) **23-BAC-01**  
**BALLY'S CORPORATION** )  
 )

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission ("Commission") by and through its Executive Director Greg Small and Bally's Corporation ("Bally's"), (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 4-33-8-1 provides the commission shall determine the occupations related to riverboat gambling that require a license under this chapter.
2. 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.
3. 68 IAC 2-3-1(i) provides the job positions required hold a Level 1 occupational license.
4. The Commission is charged with making licensing determinations for the employees of the Indiana casinos based off the regulation outlined in the Indiana Administrative Code. The need for licensure is determined by Commission staff through job description and an organizational chart submissions by the casino. Submissions must be sent to the Commission's Gaming Administrator through the Commission's occupational licensing database, LAM, for review and approval prior to implementation.
5. On December 9, 2022, Bally's VP of Cage, Race, and Sportsbook, a level one licensee, was terminated from Bally's Corporation due to "Involuntary/Company Decision/Position Eliminated".
6. On December 15, 2022, Bally's Outside Counsel submitted the separation of service notification in LAM. The Commission followed up with the Outside Counsel to inquire on the status of the position. Bally's responded and provided that they were working to eliminate the position and submit additional job description and organization chart updates.

7. On December 22, 2022, the position was approved as eliminated in LAM. Bally's eliminated a position before it had approval from the Commission.

### **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 4-35, IC 4-38, and/or 68 IAC. 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 \$1,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in the Findings of Fact of 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 \$1,000 and shall waive all rights to further administrative or judicial review.

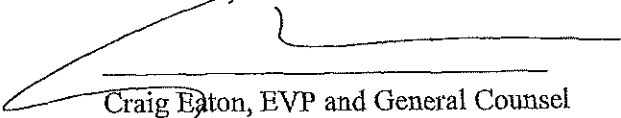
This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or 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's.

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

  
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Greg Small, Executive Director  
Indiana Gaming Commission

  
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Craig Eaton, EVP and General Counsel  
Bally's Corporation

3/7/2023  
\_\_\_\_\_  
Date

2/27/23  
\_\_\_\_\_  
Date