

**ORDER 2025-12  
IN RE SETTLEMENT AGREEMENT**

**AZTAR INDIANA GAMING COMPANY, LLC  
d/b/a BALLY'S EVANSVILLE  
25-BE-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 27<sup>th</sup> DAY OF MARCH 2025.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Joseph R. Heerens, Chair

ATTEST:

  
\_\_\_\_\_  
Marc D. Fine, Commissioner

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:**

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

)  
) **SETTLEMENT**  
) **25-BE-01**  
)

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission ("Commission") by and through its Executive Director Joe B. Hoage 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 15-2-1(c) provides the casino licensee shall establish procedures for the following:
  - (1) Tracking and reporting cash transactions or a series of cash transactions that occur in the same gaming day, in excess of three thousand dollars (\$3,000).
  - (2) Reporting on a currency transaction report the cash transactions made by a gaming patron during a twenty-four (24) hour period that exceed ten thousand dollars (\$10,000).
2. 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.
3. Bally's Evansville's approved internal control procedures, P-1, describe the procedures for Title 31 including Anti-Money Laundering ("AML") and Multiple Transactions Log ("MTL") reporting.
4. On December 5, 2024, Gaming Agents were made aware of a \$500 variance that occurred in the Poker Room. Gaming Agents subsequently conducted an investigation and determined that a \$495 overpayment to a guest occurred during a chip redemption in the poker room. Gaming Agents immediately questioned how the poker room staff was making chip redemptions since the poker room had not previously been equipped with the system to track MTL and Currency Transaction Reports ("CTR"). Gaming Agents were able to confirm that the poker bank in the Poker Room was not equipped with the system to track MTL and CTR transactions. As a result, the bank in the Poker Room was closed.

5. The Poker Room had reopened in March 2024 with approved internal controls allowing patrons to redeem chips for currency; however, Bally's failed to properly implement cash transaction tracking procedures for MTL's and CTR's at this time.
6. On December 6, 2024, Bally's installed the system for MTL/CTR transactions in the Poker Room and was allowed to reopen the Poker Room bank. Bally's reported that they had been able to identify seven (7) transactions since March were not properly logged on the MTL. None of the transactions reached the CTR threshold.

### **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 \$5,000 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.

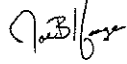
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Bally's agrees to promptly remit payment in the amount of \$5,000 and shall waive all rights to further administrative 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.



\_\_\_\_\_  
Joe B. Hoage, Executive Director  
Indiana Gaming Commission

3/25/25

\_\_\_\_\_  
Date



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

2/27/25

\_\_\_\_\_  
Date