

**ORDER 2025-59  
IN RE SETTLEMENT AGREEMENT**

**AZTAR INDIANA GAMING CO., LLC  
d/b/a BALLY'S EVANSVILLE  
25-BE-02**

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 23<sup>rd</sup> DAY OF JUNE, 2025.**

**THE INDIANA GAMING COMMISSION:**

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

ATTEST:

  
\_\_\_\_\_  
Michael E. Williams, 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>25-BE-02</b>
<b>d/b/a BALLY'S EVANSVILLE</b>	)	

**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. IC 4-33-9-12(a) provides a person who is less than twenty-one (21) years of age may not be present in the area of a riverboat where gambling is being conducted.
2. 68 IAC 1-11-1(c) provides a person under twenty-one (21) years of age shall not be present in a casino.
3. On February 8, 2025, Security notified Gaming Agents of the Evansville Police Department being present at the Security Podium regarding a female patron who was possibly involved in a robbery. The female patron suspected in the robbery was located by surveillance and was apprehended by Evansville Police Department. While following up on the Vanderburg County Jail website, a Bally's Security Lead discovered the female patron was underage and reported this information to Gaming Agents.
4. A review of surveillance coverage determined that the underage person entered the casino using another person's identification ("ID") on February 8, 2025. The ID was scanned and passed Veridocs; however, the underage person and the picture on the ID were not compared. The underage person had different facial characteristics than the ID presented. Additionally, the underage person was five (5) inches taller than the individual on the ID. Further investigation revealed the underage person was allowed on the gaming floor on January 13, 2025, January 15, 2025, February 1, 2025, February 4, 2025, and February 6, 2025, using two separate IDs.

**COUNT II**

5. 68 IAC 11-7-1(b) provides for the purposes of this rule, "sensitive keys" means keys that either management or the commission considers sensitive to the casino licensee's operation and therefore require strict control over custody and issuance.

6. 68 IAC 11-7-2(b) & (c) provides in accordance with 68 IAC 11-1, the casino licensee shall submit internal control procedures covering the control of sensitive keys to the executive director. The internal control procedures for control of sensitive keys shall include, but are not limited to, the following:
  - (1) The location of all sensitive keys boxes.
  - (2) The sensitive key:
    - (A) name;
    - (B) location;
    - (C) custodian; and
    - (D) occupational licensees authorized to sign out the sensitive key.
  - (3) The location and custodian of duplicate sensitive keys.
7. 68 IAC 11-7-4(a) provides the casino licensee shall submit procedures relating to the replacement of broken, lost, or missing sensitive keys. These procedures shall include, at a minimum, the following:
  - (1) Identifying those critical sensitive keys that require immediate changing of the locks.
  - (2) If a sensitive key is broken, including procedures as to:
    - (A) which occupational licensee shall receive and replace the broken key; and
    - (B) disposition of the broken key.
8. Bally's Evansville's approved internal controls, M-3, describe the access to sensitive keys.
9. Bally's Evansville's approved internal controls, M-6, describe procedures for Sensitive Keys and specifically state the procedures for broken, lost or replacement keys.
10. On January 20, 2025, Security notified Gaming Agents of a broken key set that was placed in the broken key set box in the Casino Side Security Office. Additionally, Security noted that prior to being placed into the broken key set box, an employee who was not authorized to conduct maintenance on broken keys attempted to perform maintenance in an effort to fix the red ball on the key ring but was unsuccessful. A review of surveillance coverage of this incident discovered that the employee broke off an unknown item from the key set which was later disposed into the trash.
11. On January 26, 2025, the Gaming Agent performed a review of the sensitive key log and discovered that the key set that was placed into the broken key set box contained the Table Games Bad Beat Drop Box keys. This key is authorized to be used by only a specific personnel but the sensitive key log reflected that this key set was also being signed out by unauthorized individuals. It was discovered that this key was on the incorrect key set since March 27, 2024, which allowed for inappropriate possession of the games for approximately ten (10) months. Gaming Agents informed the Locksmith/Security Shift Manager as well as the Director of Security of the issue, and the error was resolved.

### COUNT III

12. 68 IAC 12-1-6 provides the casino licensee must provide continuous surveillance monitoring of currency collection and count.
13. 68 IAC 15-9-3(a)(1) provides the casino licensee must establish policies and procedures in connection with the removal, collection, and counting of the tip box contents for subsequent distribution to gaming occupational licensees. These policies and procedures must include, at a minimum, that Surveillance must be notified before the emptying of any tip boxes.
14. Bally Evansville's approved internal control procedures, B-7, describe the procedures for Dealer Tips and Gratuities and specifically states that the count will be recorded and monitored by Surveillance.
15. On January 6, 2025, Surveillance notified Gaming Agents that two (2) Dealer/Collection Team Members failed to notify surveillance prior to beginning the dealer tokens collection and count. A Cage Cashier called Surveillance to notify them that tokens had been taken to the Cage.
16. A review of surveillance coverage showed that the Dealer did notify Surveillance at the start of the collection process. The Surveillance Lead recalled getting two (2) calls at the same time which caused confusion. The Surveillance Lead confirmed that no surveillance team members monitored the collection or counting process.

### **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 \$6,000 (\$1,500 for Count I, \$3,500 for Count II and \$1,000 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 \$6,000 and shall waive all rights to further administrative or judicial review.

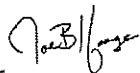
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement.

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.

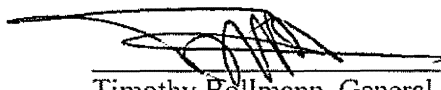
IN WITNESS WHEREOF, the Parties have signed this Settlement Agreement on the date and year as set forth below.



Joe B. Hoage, Executive Director  
Indiana Gaming Commission

5/23/25

Date



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

5/21/25

Date