

ORDER 2025-109
IN RE SETTLEMENT AGREEMENT
AZTAR INDIANA GAMING CO., LLC
d/b/a BALLY'S EVANSVILLE
25-BE-03

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 25th DAY OF SEPTEMBER, 2025.

THE INDIANA GAMING COMMISSION:



Marc Fine, Commissioner

ATTEST:



Chris Creighton, Commissioner

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
AZTAR INDIANA GAMING CO., LLC)	25-BE-03
d/b/a BALLY'S EVANSVILLE)	

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 15-12-4(3) provides that surveillance shall be notified that a live gaming device credit is being processed.
2. 68 IAC 15-12-3(a)(3) provides surveillance shall be notified that a live gaming device fill is being processed.
3. Bally's Evansville's approved internal control procedures, C-1, describe the procedures for live gaming device fills and credits.
4. On June 9, 2025, Surveillance notified Gaming Agents that a live gaming device ("LGD") credit violation had occurred. Surveillance advised that a LGD credit took place without surveillance being notified. Surveillance became aware of the LGD credit after it had been turned in at the cage. The LGD credit was for the amount of thirty-two thousand two hundred and eight dollars (\$32,208). The Gaming Agent conducted a review of surveillance coverage and confirmed the surveillance findings.
5. On June 10, 2025, Surveillance notified Gaming Agents that a Cage Cashier failed to notify surveillance of two (2) LGD fills: a thirteen thousand- and five-hundred-dollar (\$13,500) LGD fill and a three thousand- and one-hundred-dollar (\$3,100) LGD fill. Surveillance advised that the Cage Cashier placed the birdcage in the security window pass through and a Security Officer then transported each LGD fill to its proper LGD. The Gaming Agent conducted a review of surveillance coverage and confirmed the surveillance findings.

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 \$2,000 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 \$2,000 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

9/17/25

Date



Ameet Patel, Officer
Aztar Indiana Gaming Co., LLC d/b/a
Bally's Evansville Casino & Hotel

8/28/25

Date