

**ORDER 2023-142  
IN RE SETTLEMENT AGREEMENT**

**BALLY'S INTERACTIVE, LLC d/b/a BALLY BET  
23-BB-02**

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

**APPROVED**

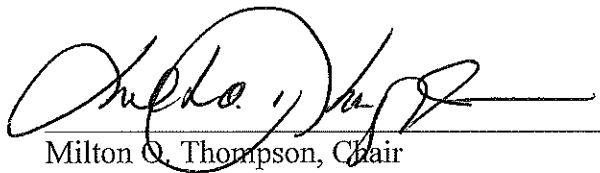
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APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 15<sup>th</sup> DAY OF SEPTEMBER, 2023.**

**THE INDIANA GAMING COMMISSION:**



Milton Q. Thompson, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 )  
**BALLY'S INTERACTIVE, LLC d/b/a** ) **SETTLEMENT**  
**BALLY BET** ) **23-BB-02**

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission ("Commission") by and through its Executive Director Greg Small and Bally's Interactive, LLC d/b/a Bally Bet ("Bally Bet"), (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. 68 IAC 27-2-16(d) provides except as outlined in this section, occupational licensing of an employee, independent contractor, agent or subagent of a sports wagering operator shall be governed by IC 4-33-8 and 68 IAC 2-3.
2. 68 IAC 2-3-9.2(b)(1) requires the occupational licensee to notify the Commission of separation on a form prescribed or approved by the Commission.
3. 68 IAC 2-3-9.2(c) requires the notification must be submitted to the Commission within fifteen (15) days of the occurrence of the change or action.
4. On July 13, 2023, the Commission received a separation from service notification from Bally Bet through LAM, the Commission's occupational licensing system. The notification provided that an IOS Developer, Senior Software Developer, Team Lead, Principal Software Developer, Application Architect, NOC Manager, Enterprise Architect, Senior Software Developer and Development Operations Engineer had separation dates between January 27, 2023, and June 6, 2023. The Commission was not notified in a timely manner.

**TERMS AND CONDITIONS**

Commission staff alleges that the acts or omissions of Bally Bet, by and through its agents as described herein, constitute a breach of IC 4-38, 68 IAC, and/or Bally Bet's approved internal control procedures. The Commission and Bally Bet hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Bally Bet.

Bally Bet shall pay to the Commission a total of \$4,500 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in the Findings of Fact contained 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.

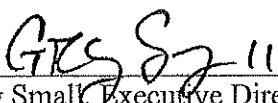
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Bally Bet agrees to promptly remit payment in the amount of \$4,500 and shall waive all rights to further administrative or judicial review.

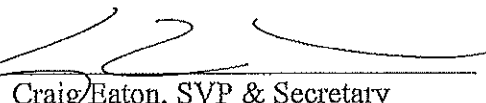
This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or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

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

  
\_\_\_\_\_  
Greg Small, Executive Director  
Indiana Gaming Commission

  
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Craig Eaton, SVP & Secretary  
Bally's Interactive, LLC d/b/a Bally Bet

9/12/2023  
\_\_\_\_\_  
Date

9/7/23  
\_\_\_\_\_  
Date