

**ORDER 2017-38  
IN RE SETTLEMENT AGREEMENT**

**IGT  
17-IGT-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 23<sup>rd</sup> DAY OF MARCH, 2017.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Cris Johnston, Chair

ATTEST:

  
\_\_\_\_\_  
Joseph Svetanoff, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 )  
**IGT** ) **SETTLEMENT**  
 ) **17-IGT-01**  
 )

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and IGT (collectively, the “Parties”) desire to settle this matter prior to the initiation of a disciplinary proceeding. The Parties stipulate and agree to the following:

**FINDINGS OF FACT**

1. 68 IAC 17-1-2(a) states at least ten (10) days before transporting electronic gaming devices, the person causing the movement of the electronic gaming device shall notify the executive director, in writing, and provide the following information:
  - (6) The quantity of electronic gaming devices being transported.
  - (7) A brief description of the electronic gaming device being transported.
2. On November 16, 2016, a Gaming Agent at Indiana Grand Casino received a software shipment from IGT. While processing the shipment, the Agent noted additional software that was not authorized to be shipped with the order. There were six additional software included in the shipment.

**TERMS AND CONDITIONS**

Commission staff alleges that the acts and omissions of IGT by and through its agents as described herein constitute a breach of the IC 4-33 and/or 68 IAC. The Commission and IGT hereby agree to a monetary settlement of the alleged violations in lieu of the Commission pursuing formal disciplinary action against IGT. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

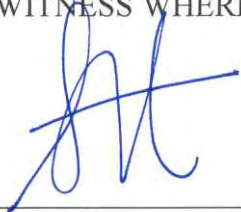
IGT shall pay to the Commission a total of \$1,500 in settlement of the violations explained in this Settlement Agreement (“Agreement”). This agreement extends only to those violations and findings of fact, specifically alleged herein. If the Commission subsequently discovers facts that give rise to additional or separate violations, which are not described herein, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described herein.

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, IGT agrees to promptly remit payment in the amount of \$1,500 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 shall be binding upon the Commission and IGT.

IN WITNESS WHEREOF, the parties have signed this Agreement on the below date and year.



\_\_\_\_\_  
Sara Gonso Tait, Executive Director  
Indiana Gaming Commission



\_\_\_\_\_  
Luke Orchard, SVP, Chief Compliance  
& Risk Management Officer  
IGT

3/14/17

\_\_\_\_\_  
Date

3/9/17

\_\_\_\_\_  
Date