

**ORDER 2017-80
IN RE SETTLEMENT AGREEMENT**

**BALLY GAMING, INC.
17-BALLY-02**

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

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

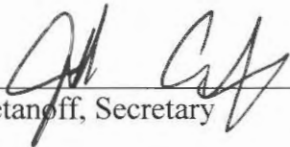
IT IS SO ORDERED THIS THE 29th DAY OF JUNE, 2017.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
)
BALLY GAMING, INC.) **SETTLEMENT**
) **17-BALLY-02**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Bally Gaming, Inc. (“Bally”) (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 and (7) a brief description of the electronic gaming device being transported.
2. On December 14, 2016, a Gaming Agent and Slot Tech Supervisor received a shipment from Bally. Based on the information on the packing list, the Slot Tech Supervisor suspected this shipment contained Game Monitoring Unit’s (GMU) which were not input into the Electronic Gaming Device system as required and did not receive shipment approval as required. The four packages were opened and contained GMU’s. On December 15, 2016, seven more packages arrived and erroneously contained GMU’s. The eleven (11) GMU units were returned to Bally.

TERMS AND CONDITIONS

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

Bally shall pay to the Commission a total of \$3,000 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, Bally agrees to promptly remit payment in the amount of \$3,000 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 Bally.

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



Sara Gonso Tait, Executive Director
Indiana Gaming Commission



Michael Fries
VP Regulatory Affairs/Deputy
CCO
Scientific Games Corporation

6/12/17

Date

June 8, 2017

Date