

**ORDER 2023-67
IN RE SETTLEMENT AGREEMENT**

**IGT
23-IGT-01**

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 15th DAY OF JUNE, 2023.

THE INDIANA GAMING COMMISSION:



Milton O. Thompson, Chair

ATTEST:



Charles Cohen, Commissioner

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
IGT) **23-IGT-01**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and IGT (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 to the following:

FINDINGS OF FACT

COUNT I

1. 68 IAC 2-6-2 (a) requires that the following may not be used for gaming by any casino licensee prior to the executive director, or the executive director's designee, authorizing their inclusion in the commission's online database of approved items and technologies: (1) Electronic gaming devices (EGD) and any component parts material to gaming activity, including, but not limited to, the following: (A) Random number generators. (B) All game media. (C) Progressive controllers. (D) Bill changers.
2. 68 IAC 17-1-3 provides a casino licensee, casino license applicant, or supplier licensee shall use the commission's electronic gaming device database as prescribed by the commission.
3. In accordance with 68 IAC 17-1-2(a) and 68 IAC 17-1-3, when shipping an item approved under 68 IAC 2-6-2, the supplier is required to provide the Commission with an accurate inventory of each item to be shipped and delivered, including each item’s identification code in the Commission’s Electronic Gaming Device System (“EGDS”).
4. On March 31, 2023, a Slot Technician at Blue Chip Casino notified a Gaming Agent that a controlled shipment was received. Request ID 41865 approved in EGDS consisted of one (1) game software (GAME020009WRPX04). When the shipment was inspected, two (2) items of software had been received containing the game software. One (1) piece of software was shipped without approval.
5. On March 24, 2023, the Slot Performance Manager at Horseshoe Indianapolis notified Gaming Agents that a controlled shipment was received and contained incorrect software. The shipment contained six (6) flash drives labeled “Collection_CNV”, three (3) flash drives labeled “DLY_FEE_DGL80K_SSB” and three (3) flash drives labeled “DLLY_FEE_DGL80K_AST.” The flash drive labeled “Collection_CNV” was sensitive software that should have been entered and approved through the EGDS.

COUNT II

6. 68 IAC 2-3-9.2(b)(2)(C) requires the occupational licensee to notify the Commission when the occupational licensee transfers to another position.
7. 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.
8. On January 8, 2021, the Commission issued a Directive to Suppliers on Supplier Occupational Licensing.
9. On May 27, 2021, the Commission issued an updated directive to Suppliers on Supplier Occupational Licensing.
10. On February 7, 2023, the Commission was notified of a position change for a Configuration Release Engineer III. The Configuration Release Engineer III changed positions to an Implementation Specialist IV on December 1, 2022. IGT failed to timely submit the title change in a timely manner.
11. On March 1, 2023, the Commission was notified of a position change for a Professional Services Consultant II. The Professional Services Consultant II changed positions to a Systems Engineer I on September 25, 2022. IGT failed to timely submit the title change in a timely.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of IGT by and through its agents as described herein constitute a breach of IC 4-33, IC 4-35, IC 4-38, and/or 68 IAC. The Commission and IGT hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against IGT.

IGT shall pay to the Commission a total of \$3,500 (\$3,000 for Count I and \$500 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in in the Findings of 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, IGT agrees to promptly remit payment in the amount of \$3,500 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 IGT.

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

Greg Small
Greg Small, Executive Director
Indiana Gaming Commission

6/15/2023
Date

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

6/7/23
Date