

**ORDER 2013-196
IN RE SETTLEMENT AGREEMENT**

**IGT
13-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.

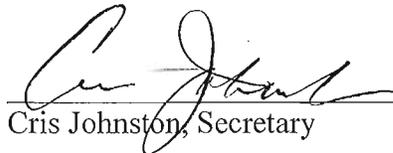
IT IS SO ORDERED THIS THE 21st DAY OF NOVEMBER, 2013.

THE INDIANA GAMING COMMISSION:



Matt Bell, Chair

ATTEST:



Cris Johnston, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

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

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Ernest E. Yelton 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:
 - (1) The full name, business address, and business telephone number of the following:
 - (A) The person selling the electronic gaming device.
 - (B) The ultimate owner of the electronic gaming device if ownership is being changed in connection with the transportation of the electronic gaming device.
 - (2) The:
 - (A) method of transportation; and
 - (B) the name, business address, and business telephone number of the carrier or carriers.
 - (3) The full name, business address, and business telephone number of the person to whom the electronic gaming device is being transported.
 - (4) The individual responsible for the shipment of the electronic gaming device for each person listed in subdivisions (1) through (3).
 - (5) The destination of the electronic gaming device if the address is different from the business address listed in subdivision (1)(B).
 - (6) The quantity of electronic gaming devices being transported.
 - (7) A brief description of the electronic gaming device being transported.

2. On August 1, 2013 a Gaming Agent at Hollywood Casino received a package from an employee from the Receiving Department. The package was from IGT and contained a controller and printer. The Agent checked the Commissions Electronic Gaming Device System ("EDGS") and found the controller was shipped without being entered into the system. The Agent contacted the main office of IGT to determine if anyone at the casino had ordered the controller. After speaking with four different people, the Agent found that an IGT Technician working on machines at the casino had ordered the controller on July 29, 2013. Also the IGT Compliance Department authorized the controller to be

shipped without entering it in the EGDS, but to attach it to a request that was shipped the previous week. The controller and printer were sent back to IGT.

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 \$2,500 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 \$2,500 and shall waive all rights to further administrative or judicial review.

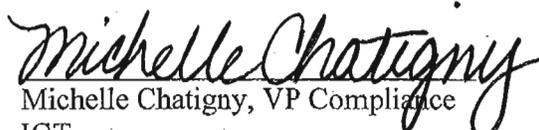
This Agreement constitutes the entire agreement between the parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or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


Ernest E. Yelton, Executive Director
Indiana Gaming Commission

Date


Michelle Chatigny, VP Compliance
IGT

Date

11.19.23