

**ORDER 2014-152
IN RE SETTLEMENT AGREEMENT
ARISTOCRAT TECHNOLOGIES, INC.
14-ATI-01**

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

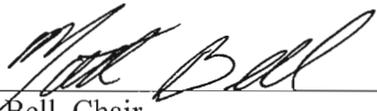
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

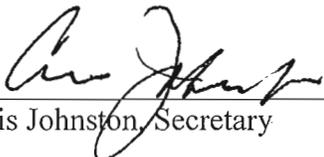
IT IS SO ORDERED THIS 18th DAY OF SEPTEMBER, 2014.

THE INDIANA GAMING COMMISSION:



Matt Bell, Chair

ATTEST:



Cris Johnston, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
)
ARISTOCRAT TECHNOLOGIES, INC.) **SETTLEMENT**
) **14-ATI-01**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and Aristocrat Technologies, Inc. (“ATI”) (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

COUNT 1

1. 68 IAC 17-1-2(a)(6) 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 quantity of electronic gaming devices being transported.
2. On April 2, 2014 a Gaming Agent at Indiana Grand Casino received a shipment that contained two BIOS V.2.02.1 chips. Indiana Grand had only ordered one chip through the EGDS.

TERMS AND CONDITIONS

Commission staff alleges that the acts and omissions of ATI by and through its agents as described in this Settlement Agreement (“Agreement”) constitute a breach of the Commission's statute located at Indiana Code 4-33 and/or its rules located at 68 Indiana Administrative Code. The Commission and ATI hereby agree to a monetary settlement of the alleged violations in lieu of the Commission pursuing formal disciplinary action against ATI. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

ATI shall pay to the Commission \$1,500 in settlement of the violations set forth in this Agreement. This Agreement extends only to violations and findings of fact specifically alleged in this Agreement. If the Commission subsequently discovers facts that give rise to additional or separate violations, which are not described in this Agreement, the Commission may pursue disciplinary action for such violations even if

the subsequent violations are similar or related to an incident described in this Agreement.

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, ATI agrees to promptly remit payment in the amount of \$1,500 and 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 ATI.

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



Ernest E. Yelton, Executive Director
Indiana Gaming Commission

9.19.14
Date



Kathleen Worley
Director of Regulatory Compliance
Aristocrat Technologies, Inc.

8/25/2014
Date