

**ORDER 2014-86
IN RE SETTLEMENT AGREEMENT**

**IGT
14-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.

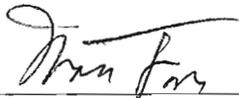
IT IS SO ORDERED THIS THE 26th DAY OF JUNE, 2014.

THE INDIANA GAMING COMMISSION:



Matt Bell, Chair

ATTEST:



Marc Fine, Vice Chair

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
IGT) **14-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. 68 IAC 17-1-1(f) states that EPROMs shall be transported separately from the shipment of electronic gaming devices.
3. On March 14, 2014 a Gaming Agent at Blue Chip Casino met with the Slot Repair Manager in his office and inspected a recently received progressive controller from IGT. The contents of the shipment were inspected and the Agent found a boot chip (software) already installed in the progressive controller. The boot chip contained a hand written label reading “CPB0006A”. This boot chip was not ordered by the casino and it had been shipped without approval.

4. On March 20, 2014 a controlled shipment was received by Blue Chip Casino from IGT and the Gaming Agent discovered that two boot chips, which were not ordered, were installed in the universal controller which had been ordered. The two boot chips were not listed on the Delivery Note or the EGDS shipment request.
5. On March 31, 2014 a Gaming Agent at Blue Chip Casino observed the Slot Repair Manager and the Regulatory Compliance Assistant review the shipment from IGT. According to the Slot Repair Manager this shipment was a duplicate of an approved shipment that was delivered on March 26, 2014. The shipment was returned to IGT.
6. On March 24, 2014 a Gaming Agent with Belterra Casino received a shipment from IGT that was supposed to be sent to Belterra Gaming Entertainment Center which is located in Cincinnati, OH. The shipment was returned 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 \$7,000 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, IGT agrees to promptly remit payment in the amount of \$7,000 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 IGT.

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



Ernest E. Yelton, Executive Director
Indiana Gaming Commission

6-25-14

Date



Michelle Chatigny, VP Compliance
IGT

June 11, 2014

Date