

**ORDER 2017-146
IN RE SETTLEMENT AGREEMENT**

**ARISTOCRAT TECHNOLOGIES, INC.
17-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 THE 29th DAY OF SEPTEMBER, 2017.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
ARISTOCRAT TECHNOLOGIES, INC.) **17-ATI-01**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait 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 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 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 details the regulations for movement of gaming equipment.
3. 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.
4. 68 IAC 17-1-3 states a casino licensee, casino license applicant, or supplier licensee shall use the commission's electronic gaming device database as prescribed by the commission.
5. 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.

6. On January 18, 2017, a controlled shipment was received at Blue Chip Casino. The shipment approved through the Commission's Electronic Gaming Device System (EGDS) was to include twenty-two (22) items, five (5) of which were main EPROMs. Blue Chip only received three (3) of the five (5) ordered EPROMs. ATI had sent two (2) EPROMS that were not on this order and were the older version of the ordered EPROM.

COUNT II

7. 68 IAC 2-2-6.1(d) states except as outlined in this section, occupational licensing of an employee, independent contractor, agent, or subagent of a supplier licensee shall be governed by 68 IAC 2-3.
8. 68 IAC 2-3-9.2(b)(1) requires the occupational licensee to notify the Commission of separation.
9. 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.
10. An occupational license separation from service or suspension form was signed and sent to the Commission on May 3, 2017. The employee separated from Aristocrat on February 15, 2017.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of ATI by and through its agents as described herein constitute a breach of IC 4-33, IC 4-35 and 68 IAC.. The Commission and ATI hereby agree to a monetary settlement of the alleged violations described herein 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 a total of \$2,500 (\$1,500 for Count I and \$1,000 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count 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.

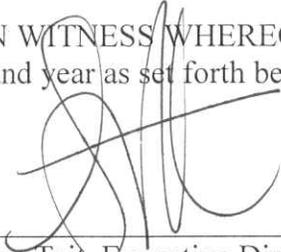
Upon execution and approval of this Settlement Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Settlement Agreement by the Commission, ATI agrees to promptly remit

payment in the amount of \$2,500 and shall waive all rights to further administrative or judicial review.

This Settlement 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 Settlement Agreement. This Settlement Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Settlement Agreement shall be binding upon the Commission and ATI.

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



Sara Gonso Tait, Executive Director
Indiana Gaming Commission



Kathleen Worley
Director of Regulatory Compliance
Aristocrat Technologies, Inc.

9-28-17

Date

9/20/2017

Date