

**ORDER 2017-37
IN RE SETTLEMENT AGREEMENT**

**BALLY GAMING, INC.
17-BALLY-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 23rd DAY OF MARCH, 2017.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
BALLY GAMING, INC.)	17-BALLY-01
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Bally Gaming, Inc. (“Bally”) (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 live gaming device shall notify the executive director, in writing, and provide the following information:
 - (2) The:
 - (A) method of transportation; and
 - (B) 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 live gaming device is being transported.
 - (4) The individual responsible for the shipment of the live gaming device for each person listed in subdivisions (1) through (3).

2. On October 7, 2016, the Technical Coordinator at Horseshoe Hammond Casino notified a Gaming Agent that an Electronic Gaming Device (“EGD”) had arrived at the receiving dock of the casino from Bally Gaming, Inc. She further advised that the EGD was on a truck that was not sealed. The Agent proceeded to the dock and verified that the truck was not sealed. On October 19, 2016, the Commission’s Director of Compliance received a letter from Scientific Games explaining that to meet customer needs the EGD was shipped overnight via air transportation. Although written instructions were provided to the truck driver at the point of origin and an envelope containing the physical seal and instructions for delivery were attached to the container, Bally did not expressly communicate to the transportation company the need to have the order transported from the airport to Horseshoe Hammond in a dedicated truck that was properly sealed. The transportation company utilized a third party vendor to deliver the EGD and the vendor was not aware of the need to seal the truck.

TERMS AND CONDITIONS

Commission staff alleges that the acts and omissions of Bally by and through its agents as described herein constitute a breach of the IC 4-33 and/or 68 IAC. The Commission and Bally hereby agree to a monetary settlement of the alleged violations in lieu of the Commission pursuing formal disciplinary action against Bally. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

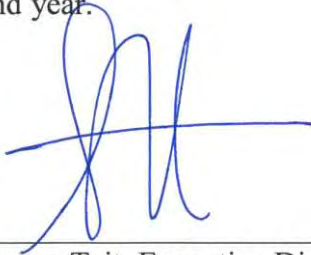
Bally shall pay to the Commission a total of \$1,500 in settlement of the violations explained in this Settlement Agreement ("Agreement"). This agreement extends only to those violations and findings of fact, specifically alleged herein. If the Commission subsequently discovers facts that give rise to 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, Bally agrees to promptly remit payment in the amount of \$1,500 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 Bally.

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



Sara Gonso Tait, Executive Director
Indiana Gaming Commission



Michael Fries
VP Regulatory Affairs/Deputy
CCO
Scientific Games Corporation

3/14/17

Date

03-09-2017

Date