

ORDER 2019-80

IN RE SETTLEMENT AGREEMENT

**ARISTOCRAT TECHNOLOGIES, INC.
19-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.

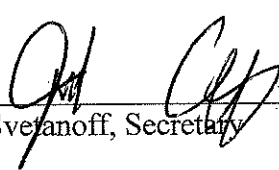
IT IS SO ORDERED THIS THE 30th DAY OF MAY, 2019.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
ARISTOCRAT TECHNOLOGIES, INC.) **19-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 pursuant to 68 IAC 13-1-18(a). 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 17-1-2(a) provides that 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.
3. 68 IAC 17-1-3 provides that a casino licensee, casino license applicant, or supplier licensee shall use the commission's electronic gaming device database as prescribed by the commission.
4. 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.

5. On January 17, 2019, a Gaming Agent received a shipment from Hollywood Casino's Receiving Clerk. The shipment contained two (2) backplane boards, which is a regulated item maintained in the Commission's Electronic Gaming Device System (EGDS). Hollywood Casino failed to generate a request ID in the Commission's EGDS for this shipment. However, ATI knew or should have known this shipment contained regulated items and sought Commission approval. ATI failed to do so.

COUNT II

6. 68 IAC 2-2-6.1(b) provides that an employee, independent contractor, agent, or subagent of a supplier licensee shall obtain a Level 2 occupational license under 68 IAC 2-3 if the executive director or the executive director's designee determines it is necessary. In making that determination, the executive director or the executive director's designee shall consider the:
 - (1) frequency and duration of the individual's work in a casino or access to devices or systems that relate to the conduct or integrity of gaming; and
 - (2) tasks that the individual will perform as part of the individual's job duties in a casino or while accessing devices or systems that relate to the conduct or integrity of gaming.
7. On January 22, 2019, a memo was issued to all casino and supplier licensees regarding occupational licensees since an IGC audit discovered that employees of supplier licensees and corporate licensees were entering casinos as unlicensed vendors or visitors. This memo was sent to reiterate the occupational licensing parameters and that all licensing decisions are at the IGC's discretion. This new policy went into effect on February 22, 2019.
8. On March 5, 2019, Belterra's Director of Compliance self-reported that Security issued an ATI Technician a visitor badge to go on the casino floor to perform work on slot machines. The ATI Technician stated that he had completed supplier licensing paperwork and submitted it to Aristocrat Compliance while training in Las Vegas.

A Gaming Agent confirmed with the Commission's Gaming Administrator that no application paperwork had been received for the ATI Technician. The Commission had previously determined the ATI Technician position required an occupational license.

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.

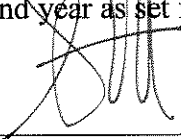
ATI shall pay to the Commission a total of \$3,000 (\$1,500 for Count I and \$1,500 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in this Agreement. This Agreement extends only to those violations and findings of fact specifically 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 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 \$3,000 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 ATI.

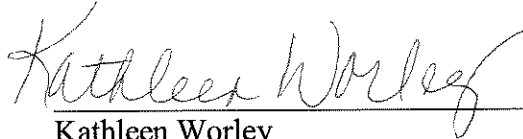
IN WITNESS WHEREOF, the Parties have signed this Settlement Agreement on the date and year as set forth below.



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

Date

5/21/19



Kathleen Worley
Director of Regulatory Compliance
Aristocrat Technologies, Inc.

Date