

**ORDER 2019-81**  
**IN RE SETTLEMENT AGREEMENT**

**BALLY GAMING, INC.**  
**19-BALLY-02**

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

**APPROVED**

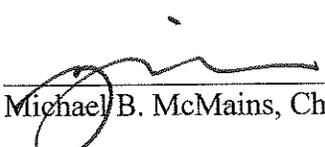
---

APPROVES OR DISAPPROVES

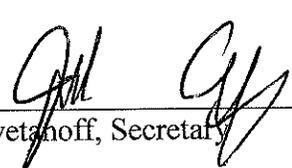
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 30<sup>th</sup> 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:** )  
 )  
**BALLY GAMING, INC.** ) **SETTLEMENT**  
 ) **19-BALLY-02**  
 )

**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 pursuant to 68 IAC 13-1-18(a). The Parties stipulate and agree to the following:

**FINDINGS OF FACT**

1. 68 IAC 17-1-1(e) provides that an electronic gaming device may not be delivered to a casino licensee or a casino license applicant unless a member of the commission staff or an enforcement agent is present at the point of delivery. The casino licensee is responsible for ensuring that a member of the commission staff or an enforcement agent is present at the point of delivery.
2. Commission policy requires electronic gaming devices to be transported by a sealed dedicated truck.
3. On April 4, 2019, Gaming Agents at Horseshoe South were notified by the Slot Performance Supervisor that an electronic roulette wheel was delivered to the casino’s delivery dock. The electronic roulette wheel had been delivered in a crate, and upon opening the crate, the bill of lading and seal regulations were discovered which instructed the driver to seal the truck upon departure from Bally’s dock. The document specifically stated that the driver may not break the seal. The seal was found unused as the driver never sealed the truck upon departing Bally’s dock.

**TERMS AND CONDITIONS**

Commission staff alleges that the acts or omissions of Bally by and through its agents as described herein constitute a breach of IC 4-33, IC 4-35, and 68 IAC. The Commission and Bally hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Bally.

Bally shall pay to the Commission a total of \$1,000 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

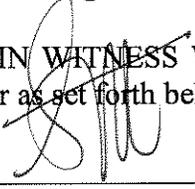
specifically alleged in the findings above. If the Commission subsequently discovers facts that give rise to additional or separate violations, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in the findings 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, Bally agrees to promptly remit payment in the amount of \$1,000 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 Bally.

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

  
\_\_\_\_\_  
Sara Gonso Tait, Executive Director  
Indiana Gaming Commission

\_\_\_\_\_  
Date

5/26/19

  
\_\_\_\_\_  
Stephen Richardson  
Senior VP/Chief Compliance Officer  
Scientific Games Corporation

\_\_\_\_\_  
Date

05/21/2019