

**ORDER 2023-126
IN RE SETTLEMENT AGREEMENT**

**IGT
23-IGT-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 15th DAY OF SEPTEMBER, 2023.

THE INDIANA GAMING COMMISSION:



Milton O. Thompson, Chair

ATTEST:



Jason Dudich, Secretary

STATE OF INDIANA
INDIANA GAMING COMMISSION

IN RE THE MATTER OF:)	
)	SETTLEMENT
IGT)	23-IGT-02
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and IGT (collectively, the “Parties”) desire to enter into this settlement agreement (“Agreement”) 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 (EGD) 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 17-1-3 provides a casino licensee, casino license applicant, or supplier licensee shall use the commission's electronic gaming device database as prescribed by the commission.
3. 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 (“EGDS”).
4. On May 23, 2023, the Slot Repair Manager at Blue Chip Casino notified a Gaming Agent that a controlled shipment had been received. The parcel contained nineteen (19) USB drives and four (4) hardware chips. The Slot Repair Manager did not order the software in EGDS and had only discussed the required components to complete an upcoming conversion with an IGT representative.
5. On May 26, 2023, the Slot Repair Manager, under the direction of the Commission’s EGDS Manager, placed the order in EGDS producing the Request ID 42272.
6. On May 31, 2023, Gaming Agents met with Blue Chip’s Slot Repair Manager and the Specialist - Regulatory Compliance to review shipment 42272 and to verify software serial numbers. Upon inspection of the serial numbers, GAME020001SSDY04 did not

match the ordered GAME020001SSDY02 software. The Slot Repair Manager modified request 42272 to replace the serial number GAME020001SSDY02 with GAME020001SDY04.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of IGT by and through its agents as described herein constitute a breach of IC 4-33, IC 4-35, IC 4-38, and/or 68 IAC. The Commission and IGT hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against IGT.

IGT shall pay to the Commission a total of \$1,500 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in in the Findings 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 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 \$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 may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

This Agreement shall be binding upon the Commission and IGT.

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

Greg Small
Greg Small, Executive Director
Indiana Gaming Commission

9/7/2023
Date

Luke Orchard
Luke Orchard, SVP, Chief Compliance
& Risk Management Officer
IGT

9/1/2023
Date