

**ORDER 2021-79
IN RE SETTLEMENT AGREEMENT**

**SG GAMING, INC. d/b/a SCIENTIFIC GAMES
21-SG-01**

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

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

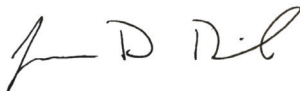
IT IS SO ORDERED THIS THE 25th DAY OF MAY, 2021.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

| | | |
|-------------------------------|---|-------------------|
| IN RE THE MATTER OF: |) | |
| |) | SETTLEMENT |
| SG GAMING, INC. |) | 21-SG-01 |
| d/b/a SCIENTIFIC GAMES |) | |

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and SG Gaming, Inc. d/b/a Scientific Games (“Scientific Games”) (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 17-1-3 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.
4. On March 12, 2021, a shipment was received at Belterra Casino by Scientific Games. The shipment contained 11.75 lbs. of software including numerous RAM clears, key chips, bios chips, etc. The package was affixed with two (2) shipping labels on the package. One (1) label was addressed to Belterra Casino and the other was addressed to the San Manuel Tribal Gaming Commission in Highland, California. Belterra had not placed an order for this software.

COUNT II

5. 68 IAC 2-2-1(d) provides the applicant's key persons, substantial owners, and any other persons deemed necessary to allow the commission to ensure the applicant meets the statutory criteria for licensure set forth in IC 4-33, IC 4-35, and this title must complete and submit a Personal Disclosure Form 1 (PD1) application for occupational license under 68 IAC 2-3-1.
6. 68 IAC 2-2-4(b)(3) provides an application shall be deemed filed when the completed application forms, including all required documents, all personal disclosure forms, materials, photographs, and application fee have been submitted. The commission will not begin its background investigation until the application is filed.
7. On September 15, 2020, the Commission received a PD1 from the Senior Vice President, Chief Financial Officer, Gaming (SVP CFO) for Scientific Games.
8. On September 18, 2020, the Commission advised Scientific Games that the PD1 was incomplete and was missing exhibits and other required information.
9. On September 18, 2020, Scientific Games acknowledged the email communication and advised they would work on the PD1 and get it back to the Commission as soon as possible.
10. On October 1, 2020, Scientific Games followed up with a question on an exhibit.
11. On February 2, 2021, the Commission followed up with Scientific Games on the missing information from the PD1.
12. On February 23, 2021, Scientific Games communicated to the Commission that they believed the PD1 had been completed. Further, Scientific Games requested to know if the information for the PD1 should be submitted as it is received or all at one time. The Commission advised that the information should be submitted at one time to prevent multiple reviewing sessions of an application and the potential loss of information.
13. On March 9, 2021, Scientific Games provided the remaining documents to complete the PD1 application. The PD1 was one hundred seventy-two (172) days late.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Scientific Games by and through its agents as described herein constitute a breach of IC 4-33, IC 4-35, and/or 68 IAC. The Commission and Scientific Games hereby agree to a monetary settlement of

the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Scientific Games.

Scientific Games shall pay to the Commission a total of \$4,000 (\$1,500 for Count I and \$2,500 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, Scientific Games agrees to promptly remit payment in the amount of \$4,000 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 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 Scientific Games.

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



Stephen Richardson
Senior VP/Chief Compliance Officer
SG Gaming, Inc.

Date

May 18, 2021

Date

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This Agreement shall be binding upon the Commission and Scientific Games.

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

5/24/21

Date

Stephen Richardson
Senior VP/Chief Compliance Officer
SG Gaming, Inc.

Date