

**ORDER 2021-145
IN RE SETTLEMENT AGREEMENT
ARISTOCRAT TECHNOLOGIES, INC.
21-ATI-02**

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

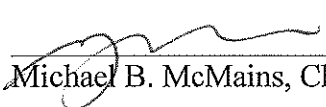
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

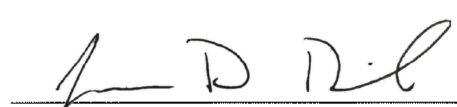
IT IS SO ORDERED THIS THE 29th DAY OF SEPTEMBER, 2021.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
ARISTOCRAT TECHNOLOGIES, INC.) **21-ATI-02**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission” or “IGC”) by and through its Executive Director Greg Small 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 17-1-3 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 June 15, 2021, Gaming Agents were notified that a package was delivered to Belterra Casino. When Gaming Agents attempted to receive the package in the Electronic Gaming Device System (“EGDS”), it was determined that there was no entry in the EGDS for this package or approval of this shipment. ATI shipped replacement software for four (4) Buffalo Chief EGD’s without Commission approval.
5. On August 2, 2021, Gaming Agents were notified that a controlled shipment was delivered to Blue Chip Casino. The shipment was identified as Request ID 38948

in the EGDS. A MEI 66 bill validator was requested through the EGDS and shipped by ATI; however, the incorrect model number was shipped.

COUNT II

6. 68 IAC 2-2-6.1(d) provides except as outlined in this section, occupational licensing of an employee, independent contractor, agent, or subagent of a supplier licensee shall be governed by 68 IAC 2-3.
7. 68 IAC 2-3-9.2(b)(2)(C) requires the occupational licensee to notify the Commission when the occupational licensee transfers to another position.
8. 68 IAC 2-3-9.2(c) requires the notification must be submitted to the Commission within fifteen (15) days of the occurrence of the change or action.
9. On January 8, 2021, a Directive was issued by the Commission on Supplier Occupational Licensing and provided the following: 1. Any update to the following information must be provided to the IGC on a quarterly basis: a. Changes to the Supplier's Indiana Operation Organization chart; b. All company positions must be reflected on the organizational chart, whether licensed or not. Titles held by licensees and applicants must match the titles on file with IGC. This will be reviewed quarterly and any discrepancies must be resolved; c. Changes to any job title that is staffed by occupational licensees; and d. Any occupational licensing update requirement outlined in Section V(C)(1), above. 2. Submissions must be made to OccLic@igc.in.gov on or before the 15th day following the close of each quarter. Quarters are as follows: Quarter 1, January – March; Quarter 2, April – June; Quarter 3, July – September; and Quarter 4, October – December.
10. On August 5, 2021, ATI submitted change of position forms for twenty-nine (29) licensees. All licensees hold level two (2) licenses. Eleven (11) position changes occurred prior to the new directive, and the Commission should have been notified fifteen (15) days from the time of the position change. Fifteen (15) position changes occurred in the first quarter of 2021, and the Commission should have been notified on April 15, 2021. Three (3) position changes occurred in the second quarter of 2021, and the Commission should have been notified on July 15, 2021.

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/or 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 \$8,000 (\$3,000 for Count I and \$5,000 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.

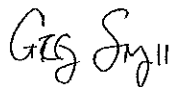
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, ATI agrees to promptly remit payment in the amount of \$8,000. and shall waive all rights to further administrative 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 ATI.

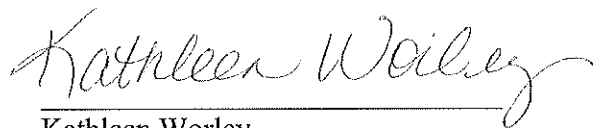
IN WITNESS WHEREOF, the Parties have signed this Settlement Agreement on the date and year as set forth below.



Greg Small, Executive Director
Indiana Gaming Commission

9/28/21

Date



Kathleen Worley
Director of Regulatory Compliance
Aristocrat Technologies, Inc.

09/24/21

Date