

**ORDER 2022-11  
IN RE SETTLEMENT AGREEMENT  
ARISTOCRAT TECHNOLOGIES, INC.  
22-ATI-01**

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

**APPROVED**

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APPROVES OR DISAPPROVES


the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 8<sup>th</sup> DAY OF MARCH, 2022.**

**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.** ) **22-ATI-01**  
 )

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) 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**

1. 68 IAC 2-3-9.5 provides no occupational licensee employed by or associated with a supplier licensee may play any game at any casino.
2. On December 2, 2021, while observing live camera coverage of the casino floor at Bally’s Evansville, a Gaming Agent observed a Sr. Field Service Tech (“Tech”) from ATI enter the casino. The Tech was wearing plain clothes and showed his identification to the Security Officers upon entering the casino. The Gaming Agent did not initially question the Tech’s presence because eleven (11) days prior, the Tech had showed up at the casino in plain clothes to check things out before beginning an electronic gaming device (EGD) project. Upon further observation by the Gaming Agent, the Tech was observed inserting money into an EGD and placing wagers.
3. The Gaming Agent spoke to the Tech who stated he was in town to have lunch with a family member and decided to stop by the casino to play for a while. The Gaming Agent advised the Tech that he was not allowed to gamble in Indiana. The Tech advised that ATI advised via email that ATI employees could gamble in Indiana. The Gaming Agent showed the Tech the rule in the Indiana Administrative Code that prohibits this activity.

**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 \$1,500 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 \$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.

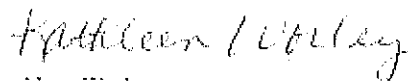
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by 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 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

\_\_\_\_\_  
Date



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Kathleen Worley  
VP of Regulatory Compliance  
Aristocrat Technologies, Inc.

\_\_\_\_\_  
March 2, 2022

\_\_\_\_\_  
Date

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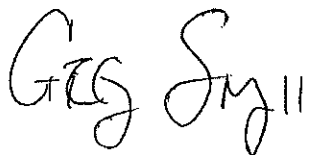
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Greg Small, Executive Director  
Indiana Gaming Commission

3/8/22

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Date

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Kathleen Worley  
VP of Regulatory Compliance  
Aristocrat Technologies, Inc.

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Date