

**ORDER 2022-206
IN RE SETTLEMENT AGREEMENT
ARISTOCRAT TECHNOLOGIES, INC.
22-ATI-04**

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

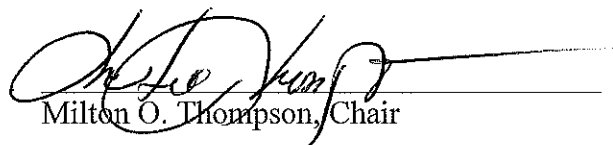
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 15th DAY OF DECEMBER, 2022.

THE INDIANA GAMING COMMISSION:


Milton O. Thompson, Chair

ATTEST:


Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
ARISTOCRAT TECHNOLOGIES, INC.) **22-ATI-04**
)

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 2-6-2 (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 August 24, 2022, a Slot Technician for Bally's Evansville notified Gaming Agents that a shipment associated with EGDS Request ID 40717 was incorrect. The carrier number on the unit did not match the carrier unit on the request. Additionally, the serial number on the graphics card was not listed in EGDS. The graphics cards listed in EGDS was a NVIDIA 1200. The model number could not be found on the graphics card sent in the shipment. The Gaming Agent and Slot Performance Manager spoke with an ATI Representative and he advised that the graphics card sent in the shipment was the entirely wrong graphics card. As a result, the shipment was denied.

5. On August 9, 2022, Gaming Agents were reviewing a shipment at Blue Chip Casino with a Slot Tech Supervisor and a Regulatory Compliance Specialist. The associated EGDS Request ID was 40640. Gaming Agents were unable to verify the shipping paperwork with the EGDS approval. The EGDS listed forty-two (42) software items for an Oasis system upgrade. One (1) USB was shipped and was supposed to contain all software items. While cross referencing the shipping paperwork and the EGDS approval, it was determined that at least two (2) items sent were the wrong version numbers and therefore, the wrong software.
6. On September 13, 2022, Gaming Agents were reviewing a shipment at Blue Chip Casino with an IT Manager and the Director of Regulatory Compliance. The associated EGDS Request ID was 40640 involving the Oasis system upgrade. The shipment had been received on August 15, 2022 and contained forty-one (41) software programs. The software required installation and the subsequent signature verification. Gaming Agents were able to verify thirty-seven (37) pieces of software, however, the remaining four (4) pieces of software were unable to be verified. Upon further review, it was determined that the incorrect software (wrong version number) was shipped which resulted in the software failing the signature verification.
7. On September 17, 2022, Gaming Agents at Horseshoe Indianapolis received a shipment. Upon receipt, the shipment appeared to be complete and accurate, however, while preparing the software to be verified, it was discovered that three (3) pieces of software were misidentified when received. The incorrect software was three (3) payable eproms and the wrong version number was sent.

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 \$6,000 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.

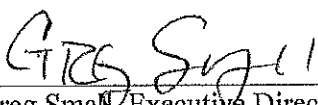
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, ATI agrees to promptly remit payment in the amount of \$6,000 and shall waive all rights to further administrative 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.

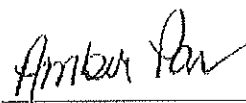
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by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



Amber Parker
Senior Director, Compliance
Aristocrat Technologies, Inc.

12/14/2022

Date

12/09/2022

Date