ORDER 2023-64 IN RE SETTLEMENT AGREEMENT

ARISTOCRAT TECHNOLOGIES, INC. 23-ATI-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 15th DAY OF JUNE, 2023.

THE INDIANA GAMING COMMISSION:

Milton Thompson, Chair

ATTEST:

Charles Cohen, Commissioner

STATE OF INDIANA INDIANA GAMING COMMISSION

IN RE THE MATTER OF:)	
)	SETTLEMENT
ARISTOCRAT TECHNOLOGIES, INC.)	23-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

- 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 March 28, 2023, Hard Rock Northern Indiana's Regional VP of Compliance self-reported to Gaming Agents that a USB drive loaded with software was received along with another shipment order. Once the USB drive was identified, Hard Rock Northern Indiana reached out to Aristocrat to determine if any of the software on the drive was regulated and immediately turned the USB drive over to Gaming Agents. The investigation by Gaming Agents determined that the USB drive contained regulated software that should have been entered and approved through the EGDS prior to shipment.
- 5. On February 8, 2023, the Slot Repair Manager at Blue Chip Casino notified Gaming Agents that a controlled shipment was received. According to Request ID

- 41582 in EGDS, the shipment contained an LCD Button Panel and a MARSX Virtual Button Deck Assembly, however, the shipment contained an extra LCD Button Panel. Aristocrat shipped extra products without Commission approval.
- 6. On April 6, 2023, a Slot Technician Supervisor at Blue Chip Casino notified Gaming Agents that a controlled shipment was received. According to Request ID 41920 in EGDS, the shipment was to contain twelve (12) items, including two (2) Central Processing Units ("CPU") with installed EPROMS. One (1) item, an MSC Carrier Tray Assembly had an EGDS identifying number of 170615-4, however, it was labeled 494900A. Blue Chip's Slot Repair Manager reached out to Aristocrat who was unable to find an independent lab certification letter for 494900A. Aristocrat planned to ship a new CPU with preinstalled software with the correct identifying number, 170615-4.
- 7. On April 18, 2023, the Slot Repair Manager at Blue Chip Casino notified Gaming Agents that a controlled shipment was received for Request ID 42000. Upon inspection of the shipment, it was determined that four (4) video cards (143271, 439108 AVNET P1000 VOther) were missing from the shipment.
- 8. On January 25, 2023, a Gaming Agent at Horseshoe Indianapolis was receiving a controlled shipment from Aristocrat. Request ID 40816 approved in the EGDS showed a quantity of two (2) paytable EPROMS, part number 1.01-68280 V1.01 and two (2) paytable EPROMS, part number 1.01-28279 V1.01. The parts that were shipped from Aristocrat were four (4) paytable EPROMS, 1.01-68280 V1.01.

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 \$7,500 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 \$7,500 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

C/15/2023

Amber Parker

Senior Director, Compliance Aristocrat Technologies, Inc.

Amber Par

6/8/2023

Date