

**ORDER 2013-048
IN RE SETTLEMENT AGREEMENT**

**BALLY TECHNOLOGIES, INC.
13-BALLY-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 21st DAY OF MARCH, 2013.

THE INDIANA GAMING COMMISSION:



Matt Bell, Chair

ATTEST:



Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
BALLY TECHNOLOGIES, INC.)	13-BALLY-01
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and Bally Technologies, Inc (“Bally Technologies”) (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 that the following facts are true:

FINDINGS OF FACT

1. 68 IAC 17-1-2(a) states at least ten (10) days before transporting electronic gaming devices, the person causing the movement of the electronic gaming device shall notify the executive director, in writing, and provide the following information:
 - (1) The full name, business address, and business telephone number of the following:
 - (A) The person selling the electronic gaming device.
 - (B) The ultimate owner of the electronic gaming device if ownership is being changed in connection with the transportation of the electronic gaming device.
 - (2) The:
 - (A) method of transportation; and
 - (B) the name, business address, and business telephone number of the carrier or carriers.
 - (3) The full name, business address, and business telephone number of the person to whom the electronic gaming device is being transported.
 - (4) The individual responsible for the shipment of the electronic gaming device for each person listed in subdivisions (1) through (3).
 - (5) The destination of the electronic gaming device if the address is different from the business address listed in subdivision (1)(B).
 - (6) The quantity of electronic gaming devices being transported.
 - (7) A brief description of the electronic gaming device being transported.

2. On August 21, 2012, a shipment arrived at the Commission office at Indiana Grand Casino with the software that was ordered; however, the shipment also contained an additional 29 pieces of software that was not ordered through the Commission's EGD system. Neither the Slot Department nor the Gaming Agents were aware that the additional software was being shipped.
3. On September 7, 2012 a shipment was sent to Aztar Casino and contained 5 additional EPROMS that were not ordered by the casino.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Bally Technologies by and through its agents as described herein constitute a breach of the IC 4-33 and/or 68 IAC. The Commission and Bally Technologies hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Bally Technologies. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.


Bally Technologies 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 each count of this agreement. This agreement extends only to those violations and findings of fact, specifically alleged herein. If the Commission subsequently discovers facts that give rise to additional or separate violations, which are not described herein, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described herein.

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

This Settlement 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 Settlement Agreement. This Settlement Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Settlement Agreement shall be binding upon the Commission and Bally Technologies.

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



Ernest E. Yelton, Executive Director
Indiana Gaming Commission

3.14.13

Date



Marc Comella
VP Regulatory Compliance
Bally Technologies, Inc.

2/26/13

Date