

**ORDER 2014-153
IN RE SETTLEMENT AGREEMENT**

**BALLY GAMING, INC.
14-BALLY-02**

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

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

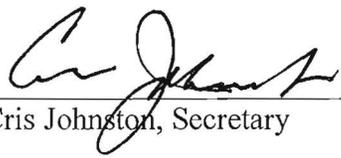
IT IS SO ORDERED THIS 18th DAY OF SEPTEMBER, 2014.

THE INDIANA GAMING COMMISSION:



Matt Bell, Chair

ATTEST:



Cris Johnston, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
BALLY GAMING, INC.)	14-BALLY-02
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and Bally Gaming, Inc. (“Bally”) (collectively, the “Parties”) desire to settle this matter prior to the initiation of a disciplinary proceeding. The Parties stipulate and agree to the following:

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 May 5, 2014 a Gaming Agent at Blue Chip Casino observed the Slot Repair Manager and the Regulatory Compliance Assistant inventory a recently received shipment from Bally Gaming. The shipment was associated with EGDS Shipment ID: 18235/Request ID: 17946. The numbers on the EPROMs shipped did not coincide with the numbers on the request. The shipment was returned to Bally.

TERMS AND CONDITIONS

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

Bally shall pay to the Commission a total of \$2,000 in settlement of the violations explained in this Settlement Agreement ("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 Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Bally agrees to promptly remit payment in the amount of \$2,000 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 shall be binding upon the Commission and Shuffle Master.

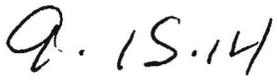
IN WITNESS WHEREOF, the parties have signed this Agreement on the below date and year.



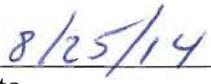
Ernest E. Yelton, Executive Director
Indiana Gaming Commission



Marc Comella
VP Regulatory Compliance
Bally Technologies, Inc.



Date



Date