

ORDER 2015-187
AN ORDER OF THE INDIANA GAMING COMMISSION
IN RE SETTLEMENT AGREEMENT
ARISTOCRAT TECHNOLOGIES, INC.
15-ATI-02

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

APPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS 12th DAY OF NOVEMBER, 2015.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:



Joseph Svejanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
ARISTOCRAT TECHNOLOGIES, INC.) **15-ATI-02**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Sara Gonso Tait and Aristocrat Technologies, Inc. ("ATI") (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 June 8, 2015 a Gaming Agent at Hollywood Casino received a shipment containing three nVidia GeForce GT360 Graphic Cards. The Agent checked the Commission's EGD system for the Requested ID associated with the shipment and could not find one. A Request was created by the casino's Assistant Slot Tech Manager after receiving the shipment. 630 KAW

3. On June 10, 2015 a Gaming Agent at Hollywood Casino received a shipment that did not have an associated Request ID in the Commission's EGD system. The package contained one Kontron Graphics Server. A Request was created in the EGD system by the casino's Assistant Slot Tech Manager after receiving the shipment.

TERMS AND CONDITIONS

Commission staff alleges that the acts and omissions of ATI by and through its agents as described in this Settlement Agreement ("Agreement") constitute a breach of the Commission's statute located at Indiana Code 4-33 and/or its rules located at 68 Indiana Administrative Code. The Commission and ATI hereby agree to a monetary settlement of the alleged violations in lieu of the Commission pursuing formal disciplinary action against ATI. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

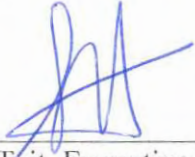
ATI shall pay to the Commission \$2,000 in settlement of the violations set forth in this Agreement. This Agreement extends only to violations and findings of fact specifically alleged in this Agreement. If the Commission subsequently discovers facts that give rise to additional or separate violations, which are not described in this Agreement, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in this Agreement.

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 \$2,000 and 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.

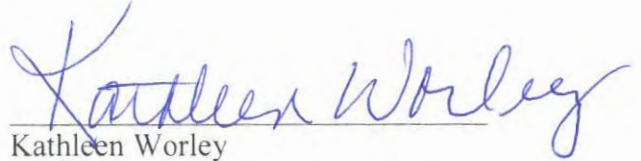
This Agreement shall be binding upon the Commission and ATI.

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



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

11/10/15
Date



Kathleen Worley
Director of Regulatory Compliance
Aristocrat Technologies, Inc.

11/05/15
Date