

ORDER 2015-188
AN ORDER OF THE INDIANA GAMING COMMISSION
IN RE SETTLEMENT AGREEMENT
BALLY GAMING, INC.
15-BALLY-01

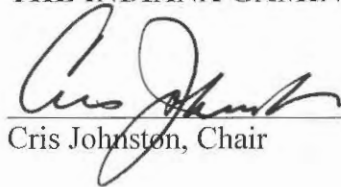
After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

APPROVES

the proposed terms of the Settlement Agreement.

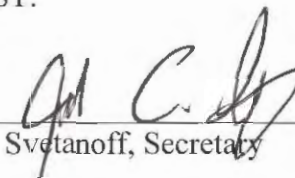
IT IS SO ORDERED THIS 12th DAY OF NOVEMBER, 2015.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
BALLY GAMING, INC.)	15-BALLY-01
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait 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 17-1-1(f) states EPROMs shall be transported separately from the shipment of electronic gaming devices.
2. On May 8, 2015, a Gaming Agent at Tropicana Evansville met with a Slot Technician Supervisor and a Slot Bench Technician to check-in a shipment approved in the Commission’s EGD system. The shipment, Request ID 19699 was for two MPU Boards (part #204694) and twenty-one Alpha 2 Boards (part #226458-K2000). The Agent inspected each board for the correct part number and that no EPROMS were on the boards. The Agent discovered one refurbished board among the Alpha 2 Boards with no lock on the front and a jurisdictional chip (jurus005-07) and a bios chip (231326C) installed on the board. The jurisdictional chip is not approved in Indiana. The chips were removed and destroyed. The Agent was told the casino had ordered all new boards and should not have received the refurbished board.
3. On July 3, 2015, a Gaming Agent at Tropicana Evansville was notified by a Slot Tech Supervisor that a shipment had arrived and needed to be received. The Agent went to the warehouse and approached the truck. After matching the security seal numbers to the invoice the truck was opened. The Slot Technician entered the truck to begin removing the machines when he noticed a sealed box. The sealed box was removed from the truck and opened revealing the software/EPROMs for the machines. The software/EPROMs were taken to the Gaming land office.

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 \$3,000 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 \$3,000 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 Bally.

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

Sara Gonso Tait, Executive Director
Indiana Gaming Commission

Michael Fries, V.P., Gaming &
Lottery Regulatory Affairs
Scientific Games Corporation / Bally
Gaming, Inc.

11/10/15

Date

11-02-2015

Date