

**ORDER 2021-77
IN RE SETTLEMENT AGREEMENT**

**ARISTOCRAT TECHNOLOGIES, INC.
21-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 25th DAY OF MAY, 2021.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
)
ARISTOCRAT TECHNOLOGIES, INC.) **SETTLEMENT**
) **21-ATI-01**
)

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 pursuant to 68 IAC 13-1-18(a). The Parties stipulate and agree to the following:

FINDINGS OF FACT

COUNT I

1. 68 IAC 13-1-1(b)(2) and (3) provides the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe the licensee is not complying with licensure conditions or is not complying with this Act or this title.
2. On March 28, 2018, the Commission issued a Remote Access Policy to all casino and supplier licensees on remote access to casino gaming systems. This policy provides that a request shall be sent to the Commission’s Gaming Enforcement Supervisor at the casino where the remote session will be performed and also provides that each supplier employee engaging in remote access shall hold an occupational license with the Commission and have a unique log in.
3. On February 10, 2021, Belterra’s Director of Regulatory Compliance notified Gaming Agents that on February 8, 2021, three (3) ATI vendors, who were previously denied access by local Commission Gaming Agents due to not having an occupational license, accessed Belterra’s gaming servers.
4. On February 8, 2021, one (1) ATI vendor accessed a server at Belterra twice after being denied. One session lasted approximately four (4) hours and the second session lasted approximately six (6) hours. The other two (2) vendors accessed a server at Belterra one time each after being denied. These sessions lasted approximately five (5) hours and approximately one (1) hour.

This violation occurred due to a user group being set up on gaming servers which allowed an ATI Admin group in the active directory for both Belterra Casino in Indiana and Belterra Park in Ohio. This allowed connection to take place for Belterra once the vendors were enabled by Secure Link by Belterra Park.

COUNT II

5. 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 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.
6. 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.
7. 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.
8. On March 29, 2021, a controlled shipment, Request ID 38258, was received at Blue Chip Casino and was incomplete; four (4) video cards were unaccounted for.

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 \$6,500 (\$5,000 for Count I and \$1,500 for Count III) 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 \$6,500. 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.



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

Kathleen Worley
Director of Regulatory Compliance
Aristocrat Technologies, Inc.

Date

May 18, 2021


Date

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



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

5/24/21

Date

Kathleen Worley
Director of Regulatory Compliance
Aristocrat Technologies, Inc.

Date