

**ORDER 2022-209
IN RE SETTLEMENT AGREEMENT
SG GAMING, INC.
22-SG-03**

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 15th DAY OF DECEMBER, 2022.

THE INDIANA GAMING COMMISSION:



Milton O. Thompson, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
SG GAMING, INC.) **22-SG-013**

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Greg Small and SG Gaming, Inc. (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

1. 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 ("EGD") 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.
2. 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.
3. 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 ("EGDS").
4. On September 21, 2022, a Gaming Agent at Bally's Evansville was working with a Slot Tech Supervisor to receive an EGD shipment. This shipment was identified as Request ID 40866 in the EGDS. The shipment contained two (2) thumb drives for the new baccarat table i-shoe shufflers. The approved shipment in EGDS was for as I-SHOE_MICO32_2.2.038. The thumb drives that were sent were labeled 262891-06 and contained four (4) subparts listed as 258858-06, 258859-02, 262889-03 and 262890-04. The EGDS request did not show any of these ID numbers.

5. On September 26, 2022, Bally's Evansville's Slot Performance Manager advised that Bally's Evansville was going to resubmit the shipment through EGDS and add the correct ID number so that the shipment could be received.
6. On March 25, 2022, a Slot Tech at Hard Rock Northern Indiana notified Gaming Agents that a shipment containing two (2) central processing units ("CPU") were shipped overnight priority due to them being backordered for several months. The CPU's had not been entered in the Commission's EGDS for shipment approval. SG Gaming, Inc. shipped the CPU's without Commission approval.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of SG Gaming, Inc. 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 SG Gaming, Inc. hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against SG Gaming, Inc.

SG Gaming, Inc. shall pay to the Commission a total of \$3,000 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.

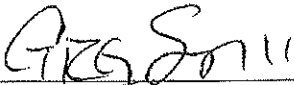
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, SG Gaming, Inc. agrees to promptly remit payment in the amount of \$3,000 and shall waive all rights to further 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 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 SG Gaming, Inc.

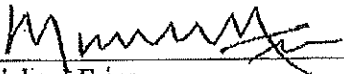
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



Greg Small, Executive Director
Indiana Gaming Commission

12/14/2022

Date



Michael Fries
Senior VP/Chief Compliance Officer
Authorized Representative: SG
Gaming, Inc.

December 09, 2022

Date