

**ORDER 2023-64  
IN RE SETTLEMENT AGREEMENT  
ARISTOCRAT TECHNOLOGIES, INC.  
23-ATI-01**

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

**APPROVED**

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APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 15<sup>th</sup> DAY OF JUNE, 2023.**

**THE INDIANA GAMING COMMISSION:**



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Milton Thompson, Chair

ATTEST:



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Charles Cohen, Commissioner



41582 in EGDS, the shipment contained an LCD Button Panel and a MARSX Virtual Button Deck Assembly, however, the shipment contained an extra LCD Button Panel. Aristocrat shipped extra products without Commission approval.

6. On April 6, 2023, a Slot Technician Supervisor at Blue Chip Casino notified Gaming Agents that a controlled shipment was received. According to Request ID 41920 in EGDS, the shipment was to contain twelve (12) items, including two (2) Central Processing Units ("CPU") with installed EPROMS. One (1) item, an MSC Carrier Tray Assembly had an EGDS identifying number of 170615-4, however, it was labeled 494900A. Blue Chip's Slot Repair Manager reached out to Aristocrat who was unable to find an independent lab certification letter for 494900A. Aristocrat planned to ship a new CPU with preinstalled software with the correct identifying number, 170615-4.
7. On April 18, 2023, the Slot Repair Manager at Blue Chip Casino notified Gaming Agents that a controlled shipment was received for Request ID 42000. Upon inspection of the shipment, it was determined that four (4) video cards (143271, 439108 – AVNET P1000 VOther) were missing from the shipment.
8. On January 25, 2023, a Gaming Agent at Horseshoe Indianapolis was receiving a controlled shipment from Aristocrat. Request ID 40816 approved in the EGDS showed a quantity of two (2) payable EPROMS, part number 1.01-68280 V1.01 and two (2) payable EPROMS, part number 1.01-28279 V1.01. The parts that were shipped from Aristocrat were four (4) payable EPROMS, 1.01-68280 V1.01.

### 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 \$7,500 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.

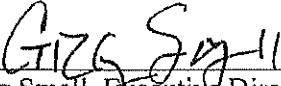
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, ATI agrees to promptly remit payment in the amount of \$7,500 and shall waive all rights to further administrative 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.

  
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Greg Small, Executive Director  
Indiana Gaming Commission

6/15/2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Amber Parker  
Senior Director, Compliance  
Aristocrat Technologies, Inc.

6/8/2023  
\_\_\_\_\_  
Date