

**ORDER 2023-70
IN RE SETTLEMENT AGREEMENT**

**LNW GAMING, INC. d/b/a
LIGHT & WONDER
23-LNW-01**

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

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

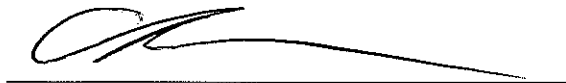
IT IS SO ORDERED THIS THE 15th DAY OF JUNE, 2023.

THE INDIANA GAMING COMMISSION:



Milton O. Thompson, Chair

ATTEST:



Charles Cohen, Commissioner

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
LNW GAMING, INC. d/b/a)	23-LNW-01
Light & Wonder)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and LNW Gaming, Inc. d/b/a Light & Wonder (“LNW”), (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 March 17, 2023, a Receiving Clerk at Harrah's Hoosier Park notified Gaming Agents that a shipment containing three (3) boxes had been received. Each of the boxes had a shipping ID number and Request ID 41698 written on the box. The Gaming Agent opened the EGDS application and could not find this Request ID in the system. Upon further review of the packing slip, the packing slip identified that the shipment was sold to French Lick Resort Casino but the shipping address was for Harrah's Hoosier Park.

5. On January 23, 2023, a Gaming Agent at Hollywood Casino received a software shipment. The shipment was for Request ID 41434. Upon inspection of the shipment summary and the actual shipment, it was determined that none of the software matched. The shipment contained nine (9) USB flash drives: four (4) 272073-05, four (4) 274093-1 and one (1) 273303-05. The 272073-05 software was outdated and obsoleted in Indiana on November 23, 2022. The Slot Manager verified that this was not the software that he had requested and had approved through the EGDS.

TERMS AND CONDITIONS

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

LNW 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, LNW 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 LNW.

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

Greg Small

Greg Small, Executive Director
Indiana Gaming Commission

6/15/2023

Date

Michael Fries

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

06/06/2023

Date