

**ORDER 2024-155
IN RE SETTLEMENT AGREEMENT
ARISTOCRAT TECHNOLOGIES, INC.
24-ATI-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 19th DAY OF DECEMBER, 2024.

THE INDIANA GAMING COMMISSION:



Joseph R. Heerens, Chair

ATTEST:



Michael E. Williams, Commissioner

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:

ARISTOCRAT TECHNOLOGIES, INC.

)
)
)
)

**SETTLEMENT
24-ATI-03**

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Dennis Mullen 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

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. 68 IAC 17-1-1 (f) provides that eproms shall be transported separately from the shipment of EGD’s.
5. On May 5, 2024, Gaming Agents were notified by a Bally’s Evansville Assistant Slot Service Shift Manager that an EGD previously received in a shipment on May 2, 2024, from Aristocrat had arrived with an eprom and license key inside the EGD cabinet. The software was not found at the time of receipt of the shipment and was found in the secure slot storage room while prepping the EGD for installation on the casino floor. The shipment of the software was not included on Request ID 44329, therefore, the shipment of the software was not approved

by the IGC. Additionally, this software is not currently available for shipment into the state of Indiana as it is not in the EGDS catalog.

6. On May 29, 2024, Gaming Agents assisted a Slot Technician and Director of Slot Operations in receiving a controlled shipment at Blue Chip Casino. The shipment (Request ID #44013) consisted of eighty-four (84) items. Thirty (30) of the items shipped did not match the part numbers noted in the EGDS request and approval. Aristocrat had shipped an updated version of the items rather than the items ordered.
7. On May 30, 2024, Gaming Agents assisted a Slot Technical Supervisor in receiving a controlled shipment at Horseshoe Indianapolis. The shipment (Request ID #44556) approval consisted of one (1) item. The shipment contained three (3) of the items ordered.

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 \$6,000 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, ATI agrees to promptly remit payment in the amount of \$6,000 and shall waive all rights to further administrative or judicial review.

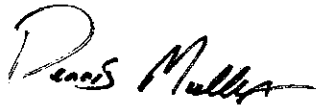
This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or 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 ATI.


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



Dennis Mullen, Executive Director
Indiana Gaming Commission

12/09/24

Date



Amber Parker
Senior Director, Compliance
Aristocrat Technologies, Inc.

12/5/2024

Date