

**ORDER 2011-244  
IN RE SETTLEMENT AGREEMENT  
BALLY TECHNOLOGIES, INC.  
11-BALLY-02**

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

Approves  
APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 10<sup>th</sup> DAY OF NOVEMBER, 2011.**

**THE INDIANA GAMING COMMISSION:**

Timothy Murphy  
Timothy Murphy, Chair

ATTEST:

Mary Shy  
Mary Shy, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>BALLY TECHNOLOGIES, INC.</b>	)	<b>11-BALLY-02</b>
	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission ("Commission") by and through its Executive Director Ernest E. Yelton and Bally Technologies, Inc ("Bally Technologies") (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 that the following facts are true:

**FINDINGS OF FACT**

1. 68 IAC 2-7-1(a) states a manufacturer or distributor of associated equipment shall not distribute associated equipment to riverboat licensees or operating agents unless it has been approved by the executive director.
  - (c) The following definitions apply throughout this rule:
    - (1) "Associated equipment" means any of the following:
      - (A) Any equipment, mechanical, electromechanical, or electronic contrivance, component, or machine used remotely or directly in connection with gaming.
      - (B) Any game that would not otherwise be classified as a gaming device, including, but not limited to, links that connect to progressive electronic gaming devices.
      - (C) Computerized systems that monitor electronic gaming devices.
      - (D) Equipment that affects the proper reporting of gross revenue.
      - (E) Devices for weighing and counting money.
      - (F) Patron counting systems.
      - (G) Any other equipment that the commission determines requires approval as associated equipment to ensure compliance with the Act and this title.
2. 68 IAC 15-6-1(c)(7) states "Vendor" means a person who is on the riverboat to supply the riverboat licensee with a good or service necessary for the conduct of the riverboat gambling operation.

3. 68 IAC 15-6-4(b) states all vendors and visitors entitled to a tax-free pass must report to security to complete the vendor and visitor log and to obtain a badge. When the vendor or visitor leaves the riverboat, the vendor or visitor must complete the appropriate portion of the log.
4. 68 IAC 17-1-2(a) states at least ten (10) days before transporting electronic gaming devices, the person causing the movement of the electronic gaming device shall notify the executive director, in writing, and provide the following information:
  - (1) The full name, business address, and business telephone number of the following:
    - (A) The person selling the electronic gaming device.
    - (B) The ultimate owner of the electronic gaming device if ownership is being changed in connection with the transportation of the electronic gaming device.
  - (2) The:
    - (A) method of transportation; and
    - (B) the name, business address, and business telephone number of the carrier or carriers.
  - (3) The full name, business address, and business telephone number of the person to whom the electronic gaming device is being transported.
  - (4) The individual responsible for the shipment of the electronic gaming device for each person listed in subdivisions (1) through (3).
  - (5) The destination of the electronic gaming device if the address is different from the business address listed in subdivision (1)(B).
  - (6) The quantity of electronic gaming devices being transported.
  - (7) A brief description of the electronic gaming device being transported.
5. On August 26, 2011 a shipment of bill validators was received by Aztar from Bally. According to a Slot Tech Supervisor the order for the BVs was not entered into the EGDS.
6. On August 25, 2011 a Gaming Agent was notified that a Bally representative entered Aztar Casino through the patron turnstiles. The representative stated that he was in a hurry and did not stop to get a vendor's badge.
7. On June 20, 2011 a Gaming Agent at French Lick Casino was checking a shipment of Bally slot machines and while verifying the software the Agent noted that the software sent was revoked on June 6, 2011. Bally should have sent the most current approved software.
8. On June 22, 2011 a Gaming Agent at Horseshoe Southern Indiana was checking a shipment received from Bally. The Agent found two additional chips that had not been ordered.

**TERMS AND CONDITIONS**

Commission staff alleges that the acts or omissions of Bally Technologies by and through its agents as described herein constitute a breach of the IC 4-33 and/or 68 IAC. The Commission and Bally Technologies hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Bally Technologies. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

Bally Technologies shall pay to the Commission a total of \$4,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings of fact, specifically alleged herein. If the Commission subsequently discovers facts that give rise to additional or separate violations, which are not described herein, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described herein.

Upon execution and approval of this Settlement Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Settlement Agreement by the Commission, Bally Technologies agrees to promptly remit payment in the amount of \$4,000 and shall waive all rights to further administrative or judicial review.

This Settlement 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 Settlement Agreement. This Settlement Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Settlement Agreement shall be binding upon the Commission and Bally Technologies.

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

  
Ernest E. Yelton, Executive Director  
Indiana Gaming Commission

11.9.11  
Date

  
Marc Comella  
VP Regulatory Compliance  
Bally Technologies, Inc.

11/7/11  
Date