

**ORDER 2014-209
IN RE SETTLEMENT AGREEMENT
WMS GAMING, INC
14-WMS-01**

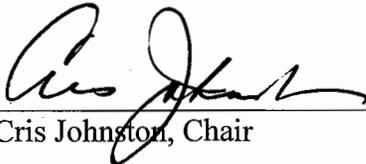
After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

APPROVES/DISAPPROVES

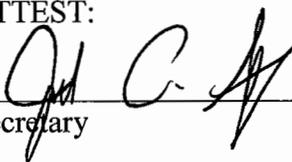
the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS 20th DAY OF NOVEMBER, 2014.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:


Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
WMS GAMING INC.)	14-WMS-01
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and WMS Gaming Inc. (“WMS”) (collectively, the “Parties”) desire to settle this matter prior to the initiation of a disciplinary proceeding. The Parties stipulate and agree to the following:

FINDINGS OF FACT

COUNT 1

1. 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.

2. On March 6, 2014 a Gaming Agent at Hollywood Casino received a shipment containing software that was not entered into the Commission’s Electronic Gaming Device System (“EGDS”). The casino had ordered a hardware key and

when the key was shipped it was shipped with a pay table EPROM. The pay table EPROM should have been requested through the EGDS.

COUNT II

3. 68 IAC 2-2-1(d) states the applicant's key persons, substantial owners, and any other persons deemed necessary to allow the commission to ensure the applicant meets the statutory criteria for licensure set forth in IC 4-33, IC 4-35, and this title must complete and submit a Personal Disclosure Form 1 application for occupational license under 68 IAC 2-3-1.
4. 68 IAC 2-2-4(b)(3) states an application shall be deemed filed when the completed application forms, including all required documents, all personal disclosure forms, materials, photographs, and application fee have been submitted. The commission will not begin its background investigation until the application is filed.
5. On December 5, 2013 the Commission's Executive Director received a press release from Scientific Games Corporation ("SGC") notifying the Commission of the hiring of a new Officer (the "Officer"). On December 9, 2013 the Commission's Licensing Coordinator emailed a WMS Senior Staff Licensing employee requesting an updated organizational chart and job description for the Officer. On December 20, 2013 WMS responded that they would provide the organizational chart and job description as soon as it was received from the Human Resources Department. On January 13, 2014 WMS provided a job description, but not an organizational chart. On February 4, 2014 the Commission's Licensing Coordinator informed WMS' Senior Staff that the Officer would need a level 1 license and that the Commission still had not received an organizational chart. On February 19, 2014 WMS was again asked for the updated organizational chart. WMS responded on the same day and provided an updated organizational chart. The correspondence also indicated that the Officer was expected to submit the level 1 application around March 10, 2014. On February 27, 2014 WMS Senior Staff emailed that the application would be completed by March 14, 2014 and if it would be any longer they would let the Commission know. On March 17, 2014 the Commission's Director of Background Investigations emailed WMS asking for an updated status on the level 1 application. The WMS Senior Staff spoke to the Director of Background Investigations and informed him the application would be submitted on March 28, 2014. The application was received in the Commission's office on March 28, 2014 and the Officer received a temporary license on April 2, 2014.

TERMS AND CONDITIONS

Commission staff alleges that the acts and omissions of WMS by and through its agents as described in this Settlement Agreement ("Agreement") constitute a breach of the Commission's statute located at Indiana Code 4-33 and/or its rules located at 68 Indiana Administrative Code. The Commission and WMS hereby agree to a monetary settlement of the alleged violations in lieu of the Commission pursuing formal disciplinary action against WMS. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

WMS shall pay to the Commission a total of \$6,500 (\$1,500 for Count I and \$5,000 for Count II) in settlement of the violations set forth in this Agreement. This Agreement extends only to violations and findings of fact specifically alleged in this Agreement. If the Commission subsequently discovers facts that give rise to additional or separate violations, which are not described in this Agreement, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in this Agreement.

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, WMS agrees to promptly remit payment in the amount of \$6,500 and 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.

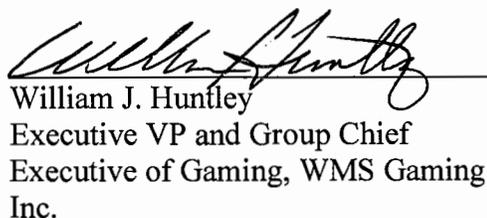
This Agreement shall be binding upon the Commission and WMS.

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


Ernest E. Yelton, Executive Director
Indiana Gaming Commission

Date

11.17.14


William J. Huntley
Executive VP and Group Chief
Executive of Gaming, WMS Gaming
Inc.

Date

11/12/14