

**ORDER 2014-85  
IN RE SETTLEMENT AGREEMENT**

**LOTTOMATICA GROUP, S.P.A.  
14-LOTTOMATICA-01**

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

**APPROVED**

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APPROVES OR DISAPPROVES

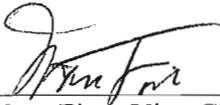
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 26<sup>th</sup> DAY OF JUNE, 2014.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Matt Bell, Chair

ATTEST:

  
\_\_\_\_\_  
Marc Fine, Vice Chair

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>LOTTOMATICA GROUP, S.P.A.</b>	)	<b>14-LOTTOMATICA-01</b>
	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and Lottomatica Group, S.P.A. (“Lottomatica”) (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 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:
  - (6) The quantity of electronic gaming devices being transported.
  - (7) A brief description of the electronic gaming device being transported.
  
2. On February 28, 2014 a Gaming Agent at Blue Chip Casino observed the Slot Repair Manager and the Regulatory Compliance Assistant inventory a recently received shipment from Spielo. The shipment, according to the Slot Repair Manager, was associated with the EGDS Request ID 17487/Shipment ID 17772. There were several issues with this shipment and they are the following:
  - The thumb drives labeled “Admin Token”, “Master Token”, “Tech Token”, “Init”, “Activation File” had no corresponding part numbers listed on their labels. When a search of the EGDS catalog was conducted using the information provided on the software it produced no results. Based upon the incomplete labeling of this software it is unclear what the specific software was.
  
  - The thumb drive labeled “Master Reset” also had no corresponding part number listed on its label. When searched in the EGDS catalog under the description section [entering “master reset”] 26 results were generated. Based upon the incomplete labeling of this software it is unclear what this specific software was.

- Additionally there are two Wintec Industries 2 GB thumb drives with numeric labels that were not listed within the EGDS. Both were labeled with the following: “W7US002G1TA-S20PD-02D.B4”. One was also labeled with the following information: “WO”, “802-0040253”. The other is labeled with the following: “802-0041552”
- The OS listed on the label of one of the flash drives received is “OS.CFINT.FIELD.1.0.22.7.iso”. This OS is approved for use in EGDS but it was not listed on Request ID 17487. [The OS is housed on a flash drive that also contains software approved to be a part of Request ID 17487]
- Also, on the same flash drive that housed the program labeled “GameBoss v5.526.27.0”, the following is printed on the label: “DOND [abbreviation for Deal or No Deal] – In It To Win It”. It is unclear what corresponding program this was without additional numeric specification.
- Three (3) motherboards that did not contain a sticker designating their part ID # were also a part of this shipment. [Per Request ID 17487 there are five motherboards authorized to be shipped with assigned part # 2402441-05.] As shipped, the on-site IGC Agents had no way to verify that the motherboards shipped were the motherboards approved to be shipped.
- Two (2) of the motherboards shipped had a sticker advising part # “2717025-01”. This number did not match any of the part numbers on Request ID 17487 nor was this part number found when searched in the EGDS database.
- One (1) of the motherboards shipped had a sticker advising part # “2402441-03”. The part number approved to be shipped in accordance with Request ID 17487 is 2402441-05.
  - Thus there were five motherboards authorized to be shipped. The casino received six motherboards.
  - Of the five motherboards approved for shipment via Request ID 17487, the assigned part number is 2402441-05. None of the six motherboards shipped had a sticker advising this specific part number.

### **TERMS AND CONDITIONS**

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

Lottomatica 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 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, Lottomatica agrees to promptly remit payment in the amount of \$3,000 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 Lottomatica.

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

6.25.14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Luke Orchard  
Vice President and Chief  
Compliance Officer  
Lottomatica Group/GTECH Corp.

6/12/14  
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Date