

**ORDER 2022-16
IN RE SETTLEMENT AGREEMENT
INTERBLOCK LUXURY GAMING PRODUCTS, D.D
22-IB-01**

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

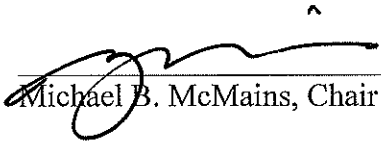
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 8th DAY OF MARCH 2022.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
INTERBLOCK LUXURY GAMING)	22-IB-01
PRODUCTS, D.D)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and Interblock Luxury Gaming Products, D.D. (“Interblock”), (collectively, the “Parties”) desire to enter into this settlement agreement (“Agreement”) 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

COUNT I

1. 68 IAC 2-2-6.1(d) provides, except as outlined in this section, occupational licensing of an employee, independent contractor, agent, or subagent of a supplier licensee shall be governed by 68 IAC 2-3.
2. 68 IAC 2-3-9.2(b)(1) requires the occupational licensee to notify the Commission of separation on a form prescribed or approved by the Commission.
3. 68 IAC 2-3-9.2(c) requires the notification must be submitted to the Commission within fifteen (15) days of the occurrence of the change or action.
4. On February 8, 2021, the Commission’s Gaming Administrator was notified that a Senior Director of Operations was separated on January 2, 2021. The Commission was not notified in a timely manner.

COUNT II

5. 68 IAC 15-6-4(b) provides vendors and visitors must report to security to complete the vendor and visitor log and to obtain a badge. When the vendor or visitor leaves the casino, the vendor or visitor must complete the appropriate portion of the log.
6. 68 IAC 15-6-4(e) provides the vendor and visitor log shall contain the following information:
 - (1) The name of the vendor or visitor.
 - (2) The company or organization the vendor or visitor represents.
 - (3) The date and time the vendor or visitor entered the casino.
 - (4) The purpose that necessitates the vendor or visitor entering the casino.

(5) The date and time that the vendor or visitor exits the casino. The casino licensee is responsible for instituting a policy that ensures that vendor and visitor badges are returned to the security department and accounted for when the vendor or visitor exits the casino.

(6) If the person is a visitor, the individual who authorized the visitor's presence in the casino.

(7) Any other information deemed necessary by the executive director or the commission to ensure compliance with IC 4-33, IC 4-35, and this title.

7. On January 24, 2019, the Commission issued a memorandum to all casino and supplier licensees on occupational licenses. The memorandum provided that vendor and visitor badges are not to be utilized by those who hold or should hold an individual occupational license. If individuals referenced above attempt to access the gaming floor using a vendor or visitor badge, casino staff should assist in the matter by refusing entry and directing the individuals to local Gaming Agents for assistance.
8. On November 1, 2021, a Gaming Agent at Blue Chip Casino performed an audit of the vendor log for October 2021.
9. On October 19th, October 20th, October 21st and October 22, 2021, an Interblock vendor performed work at Blue Chip Casino on an expired occupational licensing badge. The licensing badge being utilized by the vendor had a termination date of October 4, 2017. The vendor was issued a new occupational license and new licensing number on October 23, 2018. The vendor failed to obtain his new badge upon coming to property and continued to perform work on an expired license.

COUNT III

10. 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 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.
11. 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.
12. 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.
13. On September 22, 2021, a Gaming Agent at Harrah's Hoosier Park assisted with a shipment delivery of a new roulette game. Upon opening the crates to verify the shipment

contents, it was discovered that Interblock shipped the wrong roulette pieces. All of the pieces had an incorrect serial number on them.

14. On October 21, 2021, Gaming Agents at Blue Chip Casino were receiving a controlled shipment with the Slot Department. The approved shipment should have contained nine (9) CFAST cards, however, only eight (8) CFAST cards were shipped.
15. On November 2, 2021, a Gaming Agent at Horseshoe Indianapolis, formerly Indiana Grand, received a shipment with the Slot Department. The shipment contained five (5) slant top cabinets which had an incorrect serial number plate affixed to the EGD; however, the etched serial number matched the EGD system. The shipment also included five (5) micro dice generator toppers for the craps game, and these items were not entered into the EGD system. The day prior, on November 1, 2021, Horseshoe Indianapolis had received an unsecured box shipped by DHL that contained a micro dice generator topper for the craps game. As this is a regulated item, it should have been entered into the EGD system and approved prior to shipment.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Interblock by and through its agents as described herein constitute a breach of IC 4-33, IC 4-35, IC 4-38, and/or 68 IAC. The Commission and Interblock hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Interblock.

Interblock shall pay to the Commission a total of \$7,000 (\$500 for Count I, \$2,000 for Count II and \$4,500 for Count III) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in in the Findings of 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, Interblock agrees to promptly remit payment in the amount of \$7,000 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.

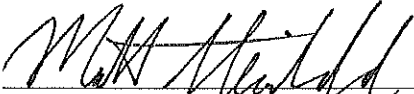
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile,

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 Interblock.

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

Greg Small, Executive Director
Indiana Gaming Commission



Matthew Heinhold, General Counsel
Interblock Luxury Gaming Products, D.D.

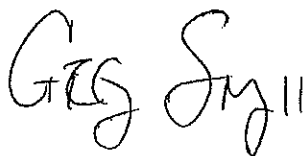
Date

MARCH 1, 2022
Date

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This Agreement shall be binding upon the Commission and Interblock.

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

Handwritten signature of Greg Small in black ink.

Greg Small, Executive Director
Indiana Gaming Commission

Matthew Heinhold, General Counsel
Interblock Luxury Gaming Products, D.D.

3/8/22

Date

Date