

**ORDER 2023-175
IN RE SETTLEMENT AGREEMENT
INTERBLOCK LUXURY GAMING
PRODUCTS, LLC.
23-IB-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 11th DAY OF DECEMBER, 2023.

THE INDIANA GAMING COMMISSION:



Milton O. Thompson, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
INTERBLOCK LUXURY GAMING)	23-IB-03
PRODUCTS, LLC.)	

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

1. 68 IAC 2-6-16(a) provides electronic gaming devices may have bill validators installed into which a patron may insert currency or TITOs in exchange for registering an equal value of electronic gaming device credits, which the credit meter shall accurately display.
2. 68 IAC 2-6-30.1(a) provides if the integrity of an electronic gaming device has been legitimately questioned, the casino licensee shall run the appropriate diagnostic tests on the device. If the casino licensee determines that the device is malfunctioning, the casino licensee shall remove the device from play until: (1) the device has been repaired; and (2) it has been determined that the device meets the requirements of IC 4-33, IC 4-35, and this title. (b) The casino licensee shall record the following information with respect to an electronic gaming device that has been removed from play: (1) The date and time that the integrity of an electronic gaming device was questioned. (2) The type of device that was questioned. (3) The: (A) serial number issued by the manufacturer; and (B) registration number issued by the commission. (4) The length of time that the device was removed from play. (5) The reason that the device was not functioning properly. (6) The: (A) remedial action taken to ensure that the device conforms to the requirements of IC 4-33, IC 4-35, and this title; and (B) date on which the action was taken. (7) The printed name, signature, and occupational license number of the employees taking the remedial action. (8) If an outside company takes remedial action on the device, the following information must be maintained: (A) The: (i) name; (ii) address; and (iii) telephone number; of the company. (B) The names of the individuals who performed remedial action on the device. (9) A verification that the device meets the requirements of IC 4-33, IC 4-35, and this title after the remedial action was taken. (10) The: (A) name, address, and telephone number of the individual who complained about the device; and (B) nature of the complaint. The casino licensee must notify the enforcement agent, in writing, of each electronic gaming device that has been removed from play. (c) The records described in subsection (b) shall be: (1) maintained by the casino licensee for a period of one (1) year; and (2) available for commission review upon request.

3. On May 20, 2023, Surveillance notified Gaming Agents at Ameristar East Chicago of an issue with the Interblock Stadium Electronic Gaming Devices ("EGD"). Surveillance advised that there were patrons inserting \$20 bills and subsequently, cashing out without any play being recorded. Additionally, Surveillance advised that for every \$20 bill inserted in the EGD, the EGD was registering \$25 in credits rather than \$20. Immediately upon discovery, the EGDs were taken out of service.
4. The Gaming Agent proceeded to the EGDs and a Slot Technician Assistant Manager advised that the menu screen labeled "Bill Statistics" showed the bill values was improperly programmed, as this screen showed the value of a \$20 bill as \$25. The Slot Technician Assistant Manager provided that Ameristar's Slot Department does not have access to make changes to this portion of the EGDs.
5. On May 19, 2023, Interblock Technicians placed the EGDs in service after preparing the games of the course of the previous week. On May 20, 2023, the EGDs were taken out of service when the issue was identified. The EGDs were in service approximately six (6) hours.
6. On May 21, 2023, Interblock Technicians were at Ameristar East Chicago to properly set the EGDs to process \$20 bills correctly. At this time, it was also discovered that the \$50 denomination was also set up improperly to register as \$100 in credits for every \$50 bill inserted into the bill validator. These errors caused an excess of \$13,960 to be paid out during the time the games were up incorrectly. \$13,810 was attributed to the \$20 denomination error and \$150 due to the \$50 denomination error. Interblock will be making financial restitution to Ameristar East Chicago for the financial losses incurred due to their technician's error.
7. On July 12, 2023, Gaming Agents at Horseshoe Hammond were assigned to investigate an incident that began on May 24, 2023 when Horseshoe Hammond's VP of Finance advised that there was a malfunction with the Interblock Dealer Assist Craps game. The incident was in reference to a large overpayment of \$534,380 discovered by casino audit.
8. During the course of the investigation, it was determined the overpayment was the result of the game being in the wrong mode of play. There are two (2) modes of play: "Zero" mode is the normal wagering and winning mode and the "One" mode is a test mode that should never be placed into play for patron usage. Through communication with Interblock's Vice President of Product Compliance, it was determined that the purpose for mode "One" was to allow bets to be returned to the players in the event of a game cancellation by a casino employee with a sufficiently high access level, usually a Supervisor. After a game is cancelled, a new round will automatically begin with the game going into the "Bets Please" stage. In this stage, the players with the same amount of credits as they had in the previous round can continue playing with no losses caused by the cancellation and are free to either place the same bets as they had in the cancelled round or change their bets to completely new ones. If, however, the setting value is set to False ("Zero" mode), bets will not be returned, and the following round will continue

where the cancelled round left off. In essence, the player will have all the same bets placed and will go directly into the "No More Bets" stage of the game without the option to change their bets. Research has shown the "Zero" mode provides an experience more similar to that of playing on actual live table game, as the game continues with just a minor interruption and no need for making additional decisions and waiting for other players to place their bets again.

9. The Interblock Dealer Assist Craps game was placed into service on February 3, 2023 with the incorrect settings, and remained in service without the incorrect settings until early May 2023.
10. Interblock's CEO communicated to Gaming Agents that Interblock took full responsibility for the error. Due to the incorrect setting, there was an overpayment of \$534,380 which Interblock made restitution for to Horseshoe Hammond.

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 \$1,000 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 \$1,000 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.

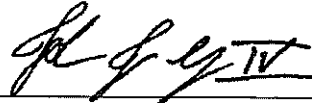
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



Greg Small, Executive Director
Indiana Gaming Commission

11/16/23

Date



John Connelly IV, CEO
Interblock Luxury Gaming Products, D.D.

11-16-2023

Date