# ORDER 2023-68 IN RE SETTLEMENT AGREEMENT

### INTERBLOCK LUXURY GAMING PRODUCTS, D.D 23-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 15th DAY OF JUNE, 2023.

THE INDIANA GAMING COMMISSION:

Milton O. Thompson! Chair

ATTEST:

Charles Cohen, Commissioner

## STATE OF INDIANA INDIANA GAMING COMMISSION

| IN RE THE MATTER OF:     | ) |            |
|--------------------------|---|------------|
|                          | ) | SETTLEMENT |
| INTERBLOCK LUXURY GAMING | ) | 23-IB-01   |
| PRODUCTS, D.D            | ì |            |

### 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 2-2-1(d) provides 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 (PD1) application for occupational license under 68 IAC 2-3-1.
- 2. 68 IAC 2-2-6.1(a) provides that all key persons and substantial owners of supplier licensees and supplier license applicants must obtain a Level I occupational license.
- 3. On January 8, 2021, the Commission issued a directive to all Licensed Suppliers on Supplier Occupational Licensing that outlined the requirements for occupational licensing for Licensed Suppliers.
- 4. On November 14, 2022, the VP of Operations at Interblock resigned.
- 5. On November 22, 2022, Interblock's Senior Licensing Manager Compliance advised the Commission that the VP of Operations, a Level 1 licensee, had left the company. Interblock further advised that two (2) individuals would be filling in on the Level 1 licensee duties until a replacement was found for the VP of Operations. Both individuals were Directors of Field Service.
- 6. On November 23, 2022, the Commission responded to Interblock and advised that they had a few options: 1) Transfer the duties of the VP of Operations to a currently licensed Level 1 licensee in Indiana until an applicant is identified and licensed as a Level 1 with the Commission or 2) The Directors of Field Service, currently not licensed in Indiana, could apply for a Level 2 license and complete the duties under a waiver for ninety (90) days. If a replacement has not been identified and licensed by the 91st day, the Directors

- of Field Service would be required to file a PD1 on that 91<sup>st</sup> day with the Commission. The 91<sup>st</sup> day would be February 13, 2023.
- 7. On December 1, 2022, Interblock advised the Commission that they would have the Director s of Field Service apply for Level 2 licenses.
- 8. On December 2, 2022, the Commission advised Interblock to send the PD2 applications as soon as possible.
- 9. On February 8, 2023, Interblock contacted the Commission and advised that they had not filled the VP of Operations position yet. Interblock also advised that one (1) of the Directors of Field Service had been in the process of completing his PD2 application, however, he left the company. The other Director of Field Service was currently in the process of completing the PD1 and would submit the PD1 next week since a new VP of Operations has not been identified yet.
- 10. On February 10, 2023, Interblock further advised that they decided to forego submitting the PD1 for the Director of Field Service. Instead, Interblock decided to use the Chief Executive Officer ("CEO") as in interim replacement since the CEO already holds a Level 1 license and already has decision making authority for all departments and signing authority.
- 11. Interblock allowed the unlicensed Directors of Field Service to perform the duties of a Level 1 position from November 14, 2022, until February 10, 2023. The only relief granted by the Commission was for these individuals to file a PD2 and act in this capacity as a PD2. Interblock also advised the Commission that they would be filing applications as required, but never did. Interblock had non-licensed personnel performing Level 1 duties for eighty-seven (87) days.

#### 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 \$4,500 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 \$4,500 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 as set forth below. | re signed this Agreement on the date and year                    |
|--|--|
| Greg Small/Executive Director Indiana Gaming Commission  | John Connelly IV, JEO<br>Interblock Luxury Gaming Products, D.D. |
| G/15/2023  Date  | <u>6-1-2023</u><br>Date  |