ORDER 2023-127 IN RE SETTLEMENT AGREEMENT

INTERBLOCK LUXURY GAMING PRODUCTS, LLC. 23-IB-02

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 15^{th} DAY OF SEPTEMBER, 2023.

THE INDIANA GAMING COMMISSION:

ATTEST:

ason Dudich, Secretary

STATE OF INDIANA INDIANA GAMING COMMISSION

| IN RE THE MATTER OF: |) | |
|--------------------------|---|------------|
| |) | SETTLEMENT |
| INTERBLOCK LUXURY GAMING |) | 23-IB-02 |
| 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 2-6-2 (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 (EGD) 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.
- 2. 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.
- 3. 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 ("EGDS").
- 4. On April 26, 2023, a Slot Technician and a Gaming Agent at Hard Rock Northern Indiana received two (2) parcels of electronic gaming device parts. The first parcel marked as Request ID 42904 contained eight (8) main modules. Four (4) of the received modules were intended to be delivered to the Horseshoe Hammond property under Request ID 42095. The four (4) modules not included on Request ID 42804 were returned to Interblock.
- 5. The second parcel contained one (1) main monitor that was sent to the property without notification or approval in EGDS. Upon receipt the parcel, the Slot Technician subsequently created the order in EGDS under Request ID 42111. Gaming Agents completed Request ID 42111 on April 26, 2023.

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 \$1,500 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 \$1,500 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 signed this Agreement on the date and year as set forth below.

Greg Small, Executive Director Indiana Gaming Commission

John Connelly IV, CEO

Interblock Luxury Gaming Products, D.D.

 $\frac{9/7(303)}{\text{Date}}$

September 5, 2023

Date