

ORDER 2019-137

IN RE SETTLEMENT AGREEMENT

INTERBLOCK LUXURY GAMING PRODUCTS, D.D.
19-INTERBLOCK-01

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

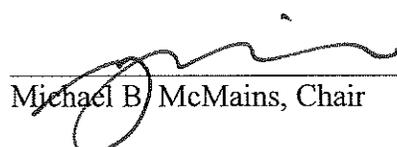
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

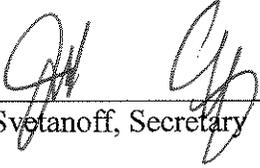
IT IS SO ORDERED THIS THE 28th DAY OF AUGUST, 2019.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
INTERBLOCK LUXURY GAMING) **19-INTERBLOCK-01**
PRODUCTS, D.D.)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Interblock Luxury Gaming Products, D.D. (“Interblock”) (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 to the following:

FINDINGS OF FACT

COUNT I

1. 68 IAC 17-1-1(b) provides electronic gaming devices may only be moved in accordance with this rule. Casino licensees, casino license applicants, and supplier licensees must comply with this rule before electronic gaming devices are transported.
2. Commission policy requires electronic gaming devices to be transported by a sealed dedicated truck.
3. On March 4, 2019, a Gaming Agent at Hollywood Casino was notified that a shipment of slot machines had been delivered. One (1) of the trucks delivering the slot machines was missing the required seal attached to the lock on the back door of the truck, which was the only door that had access to the interior of the storage area.

COUNT II

4. 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.
5. 68 IAC 17-1-2(a) provides that 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 and (7) a brief description of the electronic gaming device being transported.

6. 68 IAC 17-1-3 provides that a casino licensee, casino license applicant, or supplier licensee shall use the commission's electronic gaming device database as prescribed by the commission.
7. 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.
8. On March 25, 2019, a Gaming Agent at Rising Star Casino was notified that a shipment of slot machines had been delivered at the receiving dock. Upon inspection of the shipment, Gaming Agents determined that a G5 Diamond Video Generator was not received in the shipment. The G5 Diamond Video Generator was on the shipment request approved in the Commission's Electronic Gaming Device System Database.

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, and 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 \$2,500 (\$1,000 for Count I and \$1,500 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in 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.

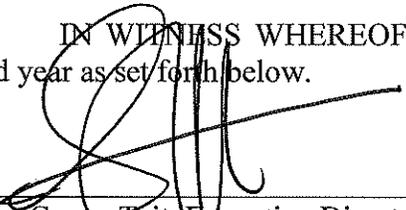
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Interblock agrees to promptly remit payment in the amount of \$2,500 and shall waive all rights to further administrative 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 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.



Sara Gonso Tait, Executive Director
Indiana Gaming Commission



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

8/12/19
Date

07/23/2019
Date