

**ORDER 2023-179  
IN RE SETTLEMENT AGREEMENT  
BELTERRA RESORT INDIANA, LLC  
23-BT-02**

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

**APPROVED**

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APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 11<sup>th</sup> 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**  
**BELTERRA RESORT INDIANA, LLC** ) **23-BT-02**

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and Belterra Resort Indiana, LLC (“Beltterra”) (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 that the following facts are true:

**FINDINGS OF FACT**

**COUNT I**

1. 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.
2. 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.
3. On August 10, 2023, the Commission received a separation from service notification from Belterra through LAM, the Commission’s occupational licensing system. The notification provided that a Sous Chef had a separation date of June 6, 2023. The notification was received sixty-five (65) days past the separation date. The Commission was not notified in a timely manner.
4. On August 10, 2023, the Commission received a separation from service notification from Belterra through LAM, the Commission’s occupational licensing system. The notification provided that a Cage & Player’s Club Cashier had a separation date of June 13, 2023. The notification was received fifty-eight (58) days past the separation date. The Commission was not notified in a timely manner.

**COUNT II**

5. IC 4-33-9-12(a) provides a person who is less than twenty-one (21) years of age may not be present in the area of a riverboat where gambling is being conducted.
6. 68 IAC 1-11-1(c) provides a person under twenty-one (21) years of age shall not be present in a casino.

7. On September 20, 2023, Security notified Gaming Agents that an underage person may be on the casino floor. A review of surveillance coverage determined that a sixteen (16) year old presented his 33-year-old brother's identification to the Security Officer at the entrance of the casino. The identification was run through Veridocs and passed. The underage person was allowed entry into the casino.
8. The underage person proceeded to and the casino floor and played an electronic gaming device ("EGD") while waiting for his brother to enter the casino. The underage person played at another EGD, then cashed in a TITO ticket. Shortly after, the underage person walked up to Stage Bar and ordered a bottled water and alcoholic beverage from a Bartender without being asked for identification, paid for the beverages and returned to his sibling. Nearly twenty (20) minutes later, a Table Games Floor Supervisor approached the underage person requesting his identification, and he complied. After the Supervisor returned the identification to the underage person, the siblings exited the boarding doors of the boat, only for the underage person to return to retrieve a forgotten telephone. At that point, Gaming Agents approached and stopped the underage person.
9. Additional information provided by the casino's Director of Regulatory Compliance stated that because both the Security Officer and Bartender failed to verify the identification in accordance with the organization's standard operating procedures, both individuals were terminated.

### COUNT III

10. 68 IAC 6-3-4(b)(1) provides the internal controls must, at a minimum, provide a plan for distributing the names and personal information of voluntarily excluded persons to appropriate personnel of the casino. The plan must allow, to a reasonable extent, appropriate employees of a casino licensee to identify a voluntarily excluded person when that person is present in a casino.
11. 68 IAC 6-3-4(e)(3) provides a casino licensee shall be subject to disciplinary action under 68 IAC 13 for failure to comply with the requirements of this section and the internal control procedures outlined under this section, including, but not limited to, failure to follow internal control procedures adopted under this rule.
12. Belterra's approved internal control procedures, Section Q, describe the procedures for the Voluntary Exclusion Program.
13. On July 10, 2023, a Gaming Agent performed a Voluntary Exclusion Program ("VEP") audit for June 2023. The purpose of the audit is to ensure that Belterra has properly restricted any new VEP participants, removed all participants that requested removal and made all necessary updates as received by Commission staff.
14. Belterra had data discrepancies for two (2) VEP participants. One (1) with incorrect name spelling and the other was missing the address.

**TERMS AND CONDITIONS**

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

Belterra shall pay to the Commission a total of \$2,250 (\$500 for Count I, \$1,500 for Count II and \$250 for Count III) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in the Findings of Fact contained 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.

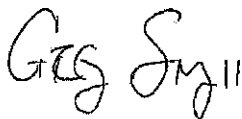
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Belterra agrees to promptly remit payment in the amount of \$2,250 and shall waive all rights to further administrative 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 Belterra.

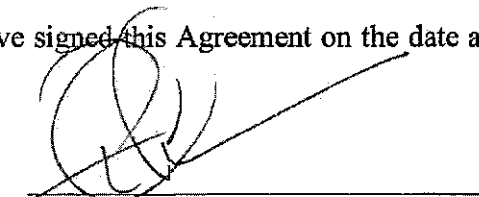
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below



\_\_\_\_\_  
Greg Small, Executive Director  
Indiana Gaming Commission

11/17/23

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Peter Chu, General Manager  
Belterra Resort Indiana, LLC  
11/16/2023  
\_\_\_\_\_  
Date