

ORDER 2019-100

IN RE SETTLEMENT AGREEMENT

**BELTERRA RESORT INDIANA, LLC
19-BT-02**

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

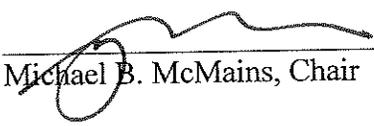
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

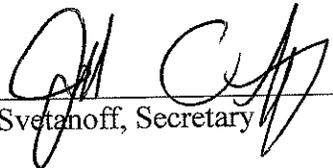
IT IS SO ORDERED THIS THE 30th DAY OF MAY, 2019.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
BELTERRA RESORT INDIANA, LLC) **19-BT-02**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait 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) provides, in relevant part, that riverboat licensees must advise the enforcement agent, on a form prescribed or approved by the commission, when one (1) of the following events occurs with an occupational licensee: (1) The occupational licensee's employment with the riverboat licensee is terminated for any reason. The form must be submitted to the enforcement agent within fifteen (15) days of the occurrence of the change or action.
2. On March 1, 2019, a Gaming Agent was notified by Belterra's HR Coordinator that she had received a termination notification for an Executive Host. The Executive Host held occupational licenses at Belterra Casino in Indiana and Belterra Park in Ohio. The termination date was effective January 30, 2019. The HR Coordinator advised that the HR Director was aware of the termination approximately two (2) weeks prior, but the paperwork could not be processed until written confirmation was received from Belterra Park in Ohio.

COUNT II

3. 68 IAC 14-3-2(a) provides that all playing cards utilized by a riverboat licensee or a riverboat license applicant must comply with this rule.
(b) All playing cards must meet the following specifications:
(1) Unless otherwise provided in this article, all decks of cards must be one (1) complete standard deck of fifty-two (52) cards in four (4) suits. The four (4) suits shall be hearts, diamonds, clubs, and spades. Each suit shall consist of numerical cards from:
(A) two (2) to ten (10);
(B) a jack;
(C) a queen;
(D) a king; and

(E) an ace.

4. On March 2, 2019, a Gaming Agent was notified by a Surveillance Supervisor that a purple playing card had been in play on a blackjack table in a black deck of playing cards.

After a review of the surveillance coverage, it was determined that when the Dealer reached the end of the dealing shoe and swapped decks in the shuffler, the Dealer left one (1) playing card in the shoe. The Dealer subsequently began dealing the black playing cards and burned the purple playing card. Approximately ten (10) minutes later, a Table Games Supervisor noticed that the shuffler's red light was on, indicating a malfunction, and the Table Games Supervisor instructed the Dealer to hand shuffle the playing cards. The purple playing card was hand shuffled into the black deck of playing cards. Approximately fifteen (15) minutes later, another Table Games Supervisor noticed the red light on the shuffler and inspected the cards in the shuffler. Approximately ten (10) minutes later, the Dealer finished dealing the shoe and did another hand shuffle. It was at this time that the purple playing card was discovered in the black deck of playing cards.

COUNT III

5. 68 IAC 11-1-3(c)(4) provides that no casino licensee or casino license applicant may use an internal control procedure unless the internal control procedure has been approved, in writing, by the executive director.
6. 68 IAC 13-1-1(b)(2) and (3) provides that the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe the licensee is not complying with licensure conditions or is not complying with this Act or this title.
7. Belterra's approved internal control procedures, C-8, describe the procedures for issuance of fills to gaming tables.
8. On March 8, 2019, a Gaming Agent was notified that surveillance was conducting a review of a Crazy Four Poker table game at the request of the Assistant Casino Manager. The review was requested to determine if a Dealer had issued chips to a patron to exchange with a roulette table in order to complete a table fill of white chips.

After reviewing the surveillance coverage, it was determined that the Dealer issued four (4) \$25 green chips, totaling \$100, to a male patron. The male patron immediately walked over to a roulette table and proceeded to have a discussion with the Dealer at the roulette table. The male patron gave the Dealer a \$25 green chip and the Dealer gave the male patron twenty-five (25) \$1 white chips in return after discussing it with the Floor Supervisor. The male patron then returned to the Crazy Four Poker table and handed the Dealer the \$25 in white chips and the remaining \$75 in green chips. The Dealer placed the chips in the float.

COUNT IV

9. 68 IAC 15-10-4.1(a) provides that cage inventories must be accurately reported at the conclusion of a shift on the inventory form used by the casino licensee. Overages and shortages must be recorded at the conclusion of the shift during which the variance was discovered.
 - (b) Cage variances of five hundred dollars (\$500) or two percent (2%), whichever is less, must be reported on a form approved by the commission to the following within one (1) business day after the discovery of the variance:
 - (1) The security department.
 - (2) The surveillance department.
 - (3) An enforcement agent.

10. 68 IAC 15-12-3(a) provides that live gaming device fills shall proceed in the following manner:
 - (1) The appropriate occupational licensee shall initiate a live gaming device fill by completing an input form. The input form is either carried to the casino cage or the information is electronically transmitted to the casino cage.
 - (2) The appropriate occupational licensee uses the input form to prepare and print a live gaming device fill slip.
 - (3) Surveillance shall be notified that a live gaming device fill is being processed.
 - (4) Based on the information contained on the fill slip, the casino cashier shall prepare the proper denomination and amount of chips and sign the fill slip. The casino cashier shall sign the fill slip, summon a security officer, and present the chips and the fill slip to the security officer.
 - (5) The security officer shall verify that the denomination and amount of chips match the amount on the fill slip. The security officer shall sign the fill slip after verifying the chips match the fill slips. The security officer who begins the live gaming device fill must complete the process of witnessing, escorting, and signing the appropriate documentation to verify that the live gaming device fill was completed. If there is a discrepancy with the live gaming device fill, the same security officer who began the live gaming device fill must accompany the fill back to the cage to resolve the discrepancy.
 - (6) The casino cashier shall retain one (1) copy of the fill slip in the casino cage.
 - (7) The security officer shall transport the chips to the appropriate pit area.
 - (8) The appropriate level of occupational licensee shall count the chips that are received as a live gaming device fill to ensure the denomination and amounts received match the amount and denomination reflected on the fill slip.
 - (9) If the amounts in subdivision (4) agree, the occupational licensee who counted the fill shall sign the fill slip. The pit supervisor or the equivalent shall also sign the fill slip. A copy of the fill slip or the original shall be inserted into the drop box of the live gaming device that received the fill. A copy of the fill slip or the original fill slip shall be returned to the casino cage.
 - (10) If the amounts in subdivision (4) do not agree, the fill slip shall not be signed and the discrepancy shall be resolved in accordance with the policy and procedure submitted in accordance with section 2(b)(8) of this rule. Surveillance shall be notified and the security officer shall return the chips and the fill slip to the casino cage.

(b) The casino cashier or appropriate department shall use copies of the completed live gaming device fill slip to balance the cage. All completed live gaming device fill slips shall be used to complete the soft count.

(c) If a live gaming device fill slip was erroneous, it shall be voided and a new live gaming device fill slip generated. The person voiding the fill slip shall indicate the reason the slip was voided and sign the slip. A voided live gaming device fill shall be retained and deposited into a locked accounting box.

11. 68 IAC 15-13-2(d) provides that manually paid jackpots shall proceed in the following manner:

(1) The jackpot shall be verified in accordance with the policies and procedures submitted under subsection (b)(1).

(2) Based on the information contained on the manually paid jackpot slip, the casino cashier shall present the proper amount of cash to the slot attendant.

(3) The slot attendant shall ensure that the amount of cash presented by the casino cashier matches the information contained on the manually paid jackpot slip.

(4) After the slot attendant and the casino cashier ensure the cash presented matches the information contained on the manually paid jackpot slip, both the slot attendant and the casino cashier shall sign the manually paid jackpot slip.

(5) The casino cashier shall retain the original copy of the manually paid jackpot slip and issue remaining copies to the slot attendant.

(6) A security officer or slot department employee shall escort the slot attendant from the cage to the appropriate electronic gaming device. The security officer or slot department employee who begins completing the manually paid jackpot must complete the process of witnessing, escorting, and signing the appropriate documentation to verify the manually paid jackpot was completed. If there is a discrepancy with the manually paid jackpot, the same security officer or slot department employee who began the manually paid jackpot must accompany the manually paid jackpot back to the cage to resolve the discrepancy.

(7) After arriving at the appropriate electronic gaming device, the security officer or slot department employee shall do the following:

(A) Verify the jackpot.

(B) Witness the jackpot payout to the patron.

(C) Complete the appropriate sections of the manually paid jackpot slip.

(8) The slot attendant shall reset the electronic gaming device so that play on the electronic gaming device may continue. The electronic gaming device shall be relocked after it is cleared. The security officer or slot department employee shall remain present throughout this procedure.

(9) One (1) copy of the completed manually paid jackpot slip shall be deposited into a locked accounting box so that it will not be available to slot attendants or other persons who participate in manually paid jackpots.

(10) The remaining copy of the completed manually paid jackpot slip shall be returned to the casino cage.

12. Belterra's approved internal control procedures, section E, describe the procedures for Slot Jackpots.

13. On March 16, 2019, a Gaming Agent was notified by surveillance that the Poker Cage had an overage of \$674.29. The variance was attributed to two (2) errors by a Cage Players Club Cashier on a table fill and a jackpot payout.

After reviewing the surveillance coverage, it was determined that a Cage Players Club Cashier received a table credit at the Poker Cage from a Blackjack table in the amount of \$26,800. The Cage Players Club Cashier inadvertently placed one (1) green \$25 chip with the purple \$500 chips. Approximately one (1) hour later, the Cage Players Club Cashier completed a table fill for a roulette table and did not notice the green chip in the stack of purple chips, making the fill \$475 short. The table fill was taken by the Security Officer to the podium in the Poker Room where the Table Games Supervisor signed off on it. The fill was then transported to the table games pit where another Table Games Supervisor signed off on the table fill and then finally transported the table fill to the table where it was accepted and signed for by the Dealer.

14. On March 16, 2019, the Cage Players Club Cashier processed a jackpot and shorted the jackpot payout to the patron by \$200.

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, 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.

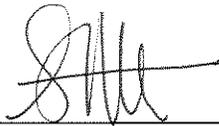
Belterra shall pay to the Commission a total of \$7,000 (\$1,000 for Count I, \$1,500 for Count II, \$1,500 for Count III and \$3,000 for Count IV) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this Agreement. This Agreement 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, Belterra agrees to promptly remit payment in the amount of \$7,000 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 Settlement 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 Belterra.

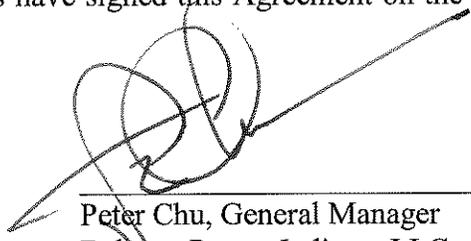
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

5/28/19

Date



Peter Chu, General Manager
Belterra Resort Indiana, LLC

5/17/19

Date