

ORDER 2019-47

IN RE SETTLEMENT AGREEMENT

**BELTERRA RESORT INDIANA, LLC
19-BT-01**

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

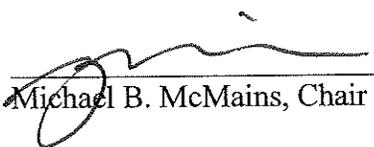
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

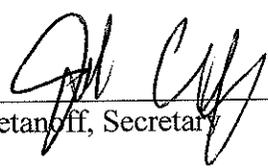
IT IS SO ORDERED THIS THE 8th DAY OF MARCH, 2019.

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-01
)	

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 2-6-6(c) states if a casino licensee converts an electronic gaming device, the casino licensee must take the following steps: (5) The casino licensee shall do the following: (B) Perform a coin test to ensure that the electronic gaming device is communicating with the central computer system. If the electronic gaming device is not communicating with the central computer system, the electronic gaming device must be disabled.
2. On December 6, 2018, a Slot Performance Manager notified Gaming Agents that two (2) electronic gaming devices (EGDs) were placed back into service prior to passing a coin test. The EGDs were in service for approximately 15 hours without a coin test. Both EGDs were played during this time.

COUNT II

4. 68 IAC 2-2-1(c)(3) states a supplier of gaming equipment maintenance or repair is required to hold a supplier's license.
5. On September 17, 2018, Power Strategies, LLC (“Power Strategies”) submitted a Supplier Licensing Inquiry Form through the Commission’s website to determine if their company would require licensure.
6. On October 31, 2018, the Director of Regulatory Compliance at Belterra submitted a letter of intent to utilize Power Strategies to assist in the conversion of gaming systems at Belterra and Blue Chip Casino.
7. On November 5, 2018, the Commission’s Staff Attorney notified Power Strategies and Belterra by email correspondence that Power Strategies would need to obtain a supplier’s

license before it could assist in the conversion of gaming systems at Belterra or any other Indiana casino. Alternatively, Power Strategies was offered the option to have its sole member be licensed as an independent contractor since it was only providing project manager services.

8. On December 7, 2018, the Commission's Staff Attorney reached out to Power Strategies and Belterra to inquire how Power Strategies had decided to proceed with licensure since the Commission had not received any applications for licensure. Subsequently, the Commission received an email from Belterra's Director of Regulatory Compliance, updating the Commission on information relative to the follow-up with the property on the work that had been performed on the conversion project without licensure, notwithstanding the work ended up being hands-off.
9. On December 10, 2018, the Commission's Staff Attorney responded to Belterra's email correspondence and reiterated that Power Strategies must obtain a Suppliers License or have its sole member be licensed as an independent contractor before any work could be conducted. The Commission's Staff Attorney also reiterated that the initial licensure determination had not changed and if any scope of work had changed for Power Strategies, a new licensing inquiry would need to be submitted and reviewed by the Commission.
10. On December 14, 2018, Boyd Gaming's Director of Regulatory Compliance Corporate Compliance Officer sent an email to the Commission's Staff Attorney detailing the work that had been conducted by Power Strategies at Belterra without a license.

Power Strategies had a team of four (4) employees that conducted work at Belterra between October 15th and the slot conversion that occurred on the week of December 4th. One (1) of the four (4) employees was a sub-contractor. The scope of work involved providing assistance with any issues with the cabling component during the system conversion. Assistance was also provided for the testing of the micros non-gaming system.

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. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

Belterra shall pay to the Commission a total of \$4,500 (\$1,000 for Count I and \$3,500 for Count II) 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

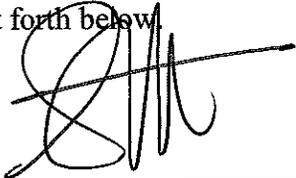
may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in the findings above.

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 \$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 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.

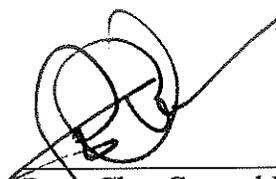
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

3/6/19

Date



Peter Chu, General Manager
Belterra Resort Indiana, LLC

3/1/2019

Date