

**ORDER 2020-46
IN RE SETTLEMENT AGREEMENT**

**BELTERRA RESORT INDIANA, LLC
20-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 10th DAY OF JULY, 2020.

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)	20-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. IC 4-38-11-1 provides that (a) the bureau shall provide information to a certificate holder concerning persons who are delinquent in child support.
 - (b) Prior to a certificate holder disbursing a payout of six hundred dollars (\$600) or more, in winnings, from sports wagering to a person who is delinquent in child support and who is claiming the winning sports wager in person at the certificate holder's facility, the certificate holder:
 - (1) may deduct and retain an administrative fee in the amount of the lesser of:
 - (A) three percent (3%) of the amount of delinquent child support withheld under subdivision (2)(A); or
 - (B) one hundred dollars (\$100); and
 - (2) shall:
 - (A) withhold the amount of delinquent child support owed from winnings;
 - (B) transmit to the bureau:
 - (i) the amount withheld for delinquent child support; and
 - (ii) identifying information, including the full name, address, and Social Security number of the obligor and the child support case identifier, the date and amount of the payment, and the name and location of the licensed owner, operating agent, or trustee; and
 - (C) issue the obligor a receipt in a form prescribed by the bureau with the total amount withheld for delinquent child support and the administrative fee.
 - (c) The bureau shall notify the obligor at the address provided by the certificate holder that the bureau intends to offset the obligor's delinquent child support with the winnings.
 - (d) The bureau shall hold the amount withheld from the winnings of an obligor for ten (10) business days before applying the amount as payment to the obligor's delinquent child support.

- (e) The delinquent child support required to be withheld under this section and an administrative fee described under subsection (b)(1) have priority over any secured or unsecured claim on winnings except claims for federal or state taxes that are required to be withheld under federal or state law.
2. Chapter 5, Section 2(2)(W) of the Emergency Rules for Sports Wagering provides prior to beginning sports wagering operations, a sports wagering operator must submit for approval under 68 IAC 11 internal controls for withholding winnings from delinquent child support obligors in accordance with IC 4-38-11, including a plan for complying with IC 4-38-11 if the sports wagering operator allows the redemption of tickets via mail.
 3. 68 IAC 11-9-2(a) provides that the casino licensee or trustee shall submit to the executive director internal control procedures concerning the withholding of cash winnings from delinquent obligors in accordance with 68 IAC 11-1.
 4. 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.
 5. Belterra's approved internal control procedures describe its procedures for the Child Support Arrears Delinquency Registry (the "CSADR") in T-1 and in their Sports Book Internal Control Manual.
 6. Gaming Agent's audited the CSADR for September 2019, and the results found four (4) individuals were not searched through the CSADR system at the time sports wagering winnings in excess of \$600 was won.

COUNT II

7. IC 4-33-9-12(a) provides that 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.
8. 68 IAC 1-11-1(c) provides that a person under twenty-one (21) years of age shall not be present in a casino.
9. On January 11, 2020, Security notified Gaming Agents that Indiana State Excise Police was on property and had requested to meet with them. The Excise Sergeant advised that he had completed an alcohol compliance check using a 20 year old male. A review of surveillance coverage determined that the underage person entered through the turnstiles without the Security Officer requesting to see identification.

COUNT III

10. 68 IAC 1-5-1(1)(A) provides a casino or supplier licensee shall provide a written notice to the executive director as soon as the casino or supplier licensee becomes aware of a violation or apparent violation of a rule of the commission by a casino or supplier licensee.
11. 68 IAC 6-3-4 provides, in relevant part, that each casino licensee and casino license applicant shall establish internal control procedures for compliance with this rule, which shall be submitted and approved under 68 IAC 11. (b) The internal controls must, at a minimum, address the following: (2) provide a process whereby gaming agents and security and surveillance are notified immediately when a voluntarily excluded person is detected in the gaming area of a casino.
12. Belterra's approved internal controls, Section Q, describe its procedures for the Voluntary Exclusion Program (the "VEP").
13. On December 6, 2019, a Gaming Agent received a call that a VEP participant was at the cage. Gaming Agents immediately responded but were unable to locate the VEP participant. A review of surveillance coverage determined the VEP participant approached the casino cage at 8:25 a.m. in an attempt to obtain a cash advance. At 8:28 a.m., the Cage Supervisor identified the patron as a VEP participant while entering his information into the computer system and subsequently notified a Security Officer at the land dispatch office. The Security Officer did not appear to communicate by phone or radio about the VEP participant and did not appear to disclose this information to the Security Officer relieving her. At 8:46 a.m., the Cage Supervisor returned the identification to the VEP participant and appeared to point the VEP participant into the direction of the turnstiles. The VEP participant exited the property at this time. At 8:45 a.m., the Cage Supervisor contacted Security a second time and Security initiated a radio communication. Gaming Agents and Surveillance were notified of the VEP participant at 8:51 a.m. after the VEP participant had left property.

COUNT IV

14. 68 IAC 1-1-73 defines a progressive jackpot as a value determined by application of an approved formula to the income of independent, local, or electronic gaming devices or live gaming devices. This value must be clearly displayed above the interlinked electronic gaming device, above or beside the live gaming device and metered incrementally by a progressive controller. A progressive electronic gaming device must prominently display a manufacturer-supplied glass indicating either that a progressive jackpot is to be paid or the current amount of the jackpot.
15. 68 IAC 2-6-35 provides that the electronic gaming device must be linked to a progressive meter or meters showing the current payoff to all players who are playing an electronic gaming device which may potentially win the progressive amount.

16. On December 8, 2019, Gaming Enforcement Assistant Supervisor discovered a progressive display on an electronic gaming device (“EGD”) was inoperative while the EGD was in service. A review of surveillance coverage showed on December 7, 2019 at 8:59 p.m. the progressive monitor shut down with the game remaining in service. During this time, several patrons played the game. The display was out for approximately twelve (12) hours. The game was found to be incrementing correctly.
17. 68 IAC 2-6-6(c)(5)(B) provides that if a casino licensee converts an electronic gaming device, the casino licensee must 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.
18. On January 8, 2020, a Slot Manager self-reported that eleven (11) EGDs had been placed into service without a coin test. The EGDs were on a slot move and a Slot Tech performed the progressive test but failed to coin test the EGDs prior to placing them in service. The EGDs were in service for approximately ten (10) hours and all had play.

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, the Emergency Rules for Sports Wagering, 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 \$9,000 (\$4,000 for Count I, \$1,500 for Count II, \$1,000 for Count III, and \$2,500 for Count IV) 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 \$9,000 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 Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

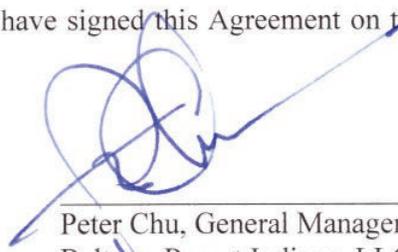
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by 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.

Sara Gonso Tait, Executive Director
Indiana Gaming Commission

Date



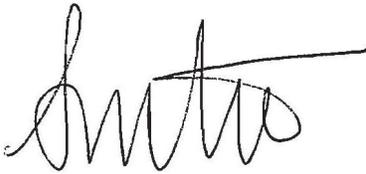
Peter Chu, General Manager
Beltterra Resort Indiana, LLC
4/1/2020

Date

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.



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

6/24/20

Date

Peter Chu, General Manager
Belterra Resort Indiana, LLC

Date