

**ORDER 2022-146
IN RE SETTLEMENT AGREEMENT
BELTERRA RESORT INDIANA, LLC
22-BT-03**

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 27th DAY OF SEPTEMBER, 2022.

THE INDIANA GAMING COMMISSION:



Milton Thompson, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
BELTERRA RESORT INDIANA, LLC) **22-BT-03**

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 11-9-2(a) provides 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.
2. 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.
3. 68 IAC 13-1-1(b)(2) and (3) provides 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.
4. Beltterra's approved internal control procedures, T-1, describe the procedures for the Child Intercept Process.
5. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (CSADR) for April 2022. The results of this audit found that one (1) individual was not searched through the CSADR system at the time sports wagering winnings in excess of \$600 was won.

COUNT II

6. 68 IAC 11-7-1(b) provides for the purposes of this rule, "sensitive keys" means keys that either management or the commission considers sensitive to the casino licensee's operation and therefore require strict control over custody and issuance.

7. 68 IAC 11-7-3(b) provides that sensitive keys shall be returned to custody and signed in by the same occupational licensee they were issued to unless there is a documented change of shift.
8. On May 17, 2022, Security notified Gaming Agents that a Slot Utility Tech left property with sensitive keys. The keys included electronic gaming device (“EGD”) keys. The keys were off property approximately 7.5 hours. The key tracer system showed that the key fob was not working properly, and Security did not receive an alert from the key tracer system that the sensitive keys were overdue.
9. On June 5, 2022, a Cage and Player’s Club Supervisor notified Gaming Agents that another Cage and Player’s Club Supervisor left property with sensitive keys in her possession. The key set included the Cage Office, Cage Drawer Master Key, Obsolete Chip Box, Abandoned TITO box and Cage Drop Cart Padlock. All keys are considered sensitive keys except for the Cage Office key. The keys were off property approximately fifty-one (51) minutes. The key fob failed to alert the key watch system at the team member ramp, turnstiles and Security dispatch. Security believed that the battery in the key fob was low. Belterra re-keyed the Cage Drawer Master Key and the Abandoned TITO Box but did not re-key the Obsolete Chip Box key or the Cage Drop Cart Padlock.

COUNT III

10. 68 IAC 15-6-4(b) provides vendors and visitors must report to security to complete the vendor and visitor log and to obtain a badge. When the vendor or visitor leaves the casino, the vendor or visitor must complete the appropriate portion of the log.
11. 68 IAC 15-6-4(e) provides the vendor and visitor log shall contain the following information:
 - (1) The name of the vendor or visitor.
 - (2) The company or organization the vendor or visitor represents.
 - (3) The date and time the vendor or visitor entered the casino.
 - (4) The purpose that necessitates the vendor or visitor entering the casino.
 - (5) The date and time that the vendor or visitor exits the casino. The casino licensee is responsible for instituting a policy that ensures that vendor and visitor badges are returned to the security department and accounted for when the vendor or visitor exits the casino.
 - (6) If the person is a visitor, the individual who authorized the visitor's presence in the casino.
 - (7) Any other information deemed necessary by the executive director or the commission to ensure compliance with IC 4-33, IC 4-35, and this title.
12. On January 24, 2019, the Commission issued a memorandum to all casino licensees on occupational licenses and the usage of the vendor log which states vendor and visitor badges are not to be utilized by those who hold or should hold an individual license. If individuals referenced above attempt to access the gaming floor using a vendor or visitor badge, casino staff should assist in the matter by refusing entry and directing the individuals to local Gaming Agents for assistance.

13. On September 11, 2021, a Gaming Agent audited the vendor log for the month of August 2021. On August 25, 2021, an individual from IGT was on property but his name was illegible.
14. On October 14, 2021, a Gaming Agent audited the vendor log for the month of September 2021. On September 21, 2021, two (2) vendors from Aristocrat were on property but their names on the log were illegible.
15. On February 8, 2022, a Gaming Agent audited the vendor log for the month of January 2022. There were five (5) illegible entries.
16. On June 8, 2022, a Gaming Agent audited the vendor log for the month of May 2022. There were three (3) illegible entries.
17. On July 4, 2022, a Gaming Agent audited the vendor log for the month of June 2022. There were two (2) illegible entries and one (1) incomplete entry.

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 \$4,400 (\$1,000 for Count I, \$2,000 for Count II and \$1,400 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.

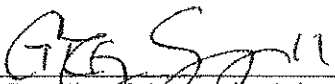
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Belterra agrees to promptly remit payment in the amount of \$4,400 and shall waive all rights to further administrative 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.

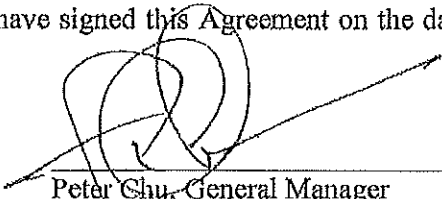
This Agreement shall be binding upon the Commission and Belterra.

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
9/15/2022

Date



Peter Chu, General Manager
Beltterra Resort Indiana, LLC
9/14/2022

Date