

**ORDER 2024-26
IN RE SETTLEMENT AGREEMENT
BELTERRA RESORT INDIANA, LLC
24-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 21ST DAY OF MARCH, 2024.

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) **24-BT-01**

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 11-7-1(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.
2. 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.
3. On December 31, 2023, the Slot Performance Supervisor notified Gaming Agents that a Slot Tech II had not returned a set of sensitive keys prior to leaving the property. The sensitive keys were off property for approximately nineteen (19) minutes. The sensitive keys contain multiple electronic gaming device keys.

COUNT II

4. 68 IAC 1-1-73 provides that a “progressive jackpot” means 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.
5. 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.
6. On December 6, 2023, Gaming Agents identified that the progressive display on an electronic gaming device (“EGD”) was inoperable while the EGD was in service. A review of surveillance coverage determined that the progressive was not displayed for

approximately twenty (20) hours and forty (40) minutes. Five (5) patrons played the EGD with a total of \$114.90 coin in play.

COUNT III

7. 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.
8. 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.
9. On December 21, 2023, the Commission received a separation from service notification from Belterra through LAM, the Commission's occupational licensing system. The notification provided that a Security Officer had a separation date of October 17, 2023. The notification was received fifty (50) days past the separation date. The Commission was not notified in a timely manner.

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 \$4,500 (\$1,500 for Count I, \$2,500 for Count II and \$500 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.

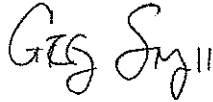
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Belterra agrees to promptly remit payment in the amount of \$4,500 and shall waive all rights to further administrative 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 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.

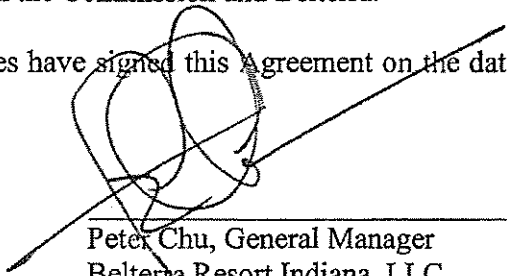
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below



Greg Small, Executive Director
Indiana Gaming Commission

2/26/24

Date



Peter Chu, General Manager
Beltterra Resort Indiana, LLC

2/20/24.

Date