

**ORDER 2024-80
IN RE SETTLEMENT AGREEMENT
BELTERRA RESORT INDIANA, LLC.
24-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.

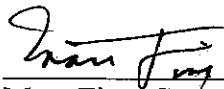
IT IS SO ORDERED THIS THE 20th DAY OF JUNE, 2024.

THE INDIANA GAMING COMMISSION:



Milton O. Thompson, Chair

ATTEST:



Marc Fine, Commissioner

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
BELTERRA RESORT INDIANA, LLC) **24-BT-02**

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 April 5, 2024, Surveillance notified Gaming Agents that a Dual Rate Floor Person/Slot Shift Manager had not returned a set of sensitive keys prior to leaving the property. The Surveillance Supervisor conducted a review upon request by a Slot Shift Manager when the Slot Shift Manager observed the employee placing his keys into the key box after his shift had concluded. The Slot Shift Manager suspected that the employee may have taken the keys off property. The key set included a main door key, a slot reset key, a slot recall key, and a slot recall fob. The sensitive key set was off property for four (4) minutes and forty-six (46) seconds.
4. A review of surveillance coverage confirmed that the Dual Rate Floor Person/Slot Shift Manager exited the property with the sensitive keys in his possession. Upon further investigation, it was discovered that the Key Tracer System was not triggered when the employee exited through or re-entered through the sensors. The Director of Security investigated the issue of the key set failing to alert the sensors and found that the battery inside of the key fob was dead. The battery was replaced, and it was confirmed that the new battery was fully charged.

COUNT II

5. 68 IAC 15-9-3(a) provides that the casino licensee must establish policies and procedures in connection with the removal, collection, and counting of the tip box contents for subsequent distribution to gaming occupational licensees. These policies and procedures must include, at a minimum, the following:
 - (1) Tip boxes must be dropped and counted at the end of each day. Surveillance must be notified before the emptying of any tip boxes.
 - (2) The tip count team must perform the drop and count once per day in the presence of a security officer.
6. Belterra Casino's approved internal controls, C-12, describes the procedures for Table Games Dealer Gratuities.
7. On February 3, 2024, Surveillance notified a Gaming Agent that \$15 in red \$5 chips were left in a token box at a live gaming device. A review of surveillance coverage discovered that the token box drop team had completed the token box drop during the evening of February 2, 2024, and missed the token box at this live gaming device. A Table Games Floor Supervisor found the chips in the token box and took them to the main cage on February 3, 2024.
8. On January 29, 2024, Surveillance notified a Gaming Agent that \$30 in dealer tokens were left in the token box on a live gaming device. A review of surveillance coverage found that the token collections team failed to drop the token box at the live gaming device when completing their collection process. Later that evening, the Dealer Floor Supervisor/Assistant Manager found the tokens that were left at live gaming device and took them to the main cage.

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 \$2,500 (\$1,000 for Count I and \$1,500 for Count II) 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.

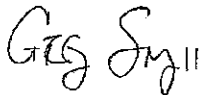
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Belterra agrees to promptly remit payment in the amount of \$2,500 and shall waive all rights to further administrative 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

5/29/24

Date



Peter Chu, General Manager
Beltterra Resort Indiana, LLC

5/28/24

Date