

**ORDER 2023-73  
IN RE SETTLEMENT AGREEMENT  
BELTERRA RESORT INDIANA, LLC  
23-BT-01**

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

**APPROVED**

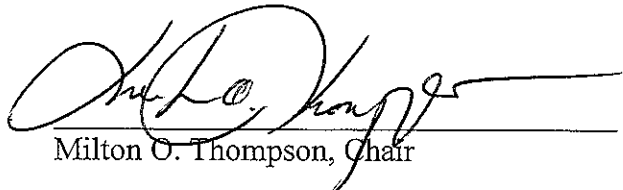
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APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 15<sup>th</sup> DAY OF JUNE, 2023.**

**THE INDIANA GAMING COMMISSION:**



Milton O. Thompson, Chair

ATTEST:



Charles Cohen, Commissioner

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 )  
**BELTERRA RESORT INDIANA, LLC** ) **SETTLEMENT**  
 ) **23-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 11-9-2(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 December 2022. The results of this audit found one (1) individual was not searched through the CSADR system at the time a taxable jackpot was won.
6. Gaming Agents conducted an audit of the CSADR for March 2023. The results of this audit found one (1) individual was not searched through the CSADR system at the time a taxable jackpot was won.

**COUNT II**

7. 68 IAC 2-6-37(a) provides during the normal operating mode of the progressive controller, the controller must do the following: (1) Continuously monitor each electronic

gaming device attached to the controller to detect credits wagered. (2) Multiply the credits wagered by the programmed rate of progression and denomination in order to determine the correct amounts to apply to the progressive jackpot. (b) The progressive display must be constantly updated as play on the link is continued. It will be acceptable to have a slight delay in the update as long as when a jackpot is triggered the jackpot amount is shown immediately. (c) At least one (1) progressive display to which a group of progressive electronic gaming devices is linked must continuously display the amount of the progressive jackpot that a patron may win

8. On January 4, 2023, a Gaming Agent discovered that a progressive electronic gaming device ("EGD") was not incrementing and had not been doing so since July 27, 2022.
9. On January 4, 2023, a Slot Shift Manager notified Gaming Agents that most of the progressives on the upper level of the casino had gone down but almost immediately came back online. A few hours later, multiple banks of EGDs went down again and they had trouble getting them back online. Due to the outages, Gaming Agents required the EGDs to be progressive and coin tested. During this testing, an EGD was observed to not be incrementing.
10. Upon further investigation, it was determined that this EGD had been RAM cleared on July 20, 2022. Based on the EGD progressive reports, it was determined that the EGD's progressive feature stopped incrementing around July 27, 2022. These reports were sent to Revenue Audit daily.
11. On January 11, 2023, a Gaming Agent was conducting EGD testing on the casino floor and observed a patron playing another progressive EGD. After the patron began play, the Gaming Agent observed that the progressive was not incrementing. The Gaming Agent requested that the Slot Performance Manager check the EGD. It was discovered that the progressive had been disabled on the EGD. The EGD had a non-recoverable RAM error on January 7, 2023. A Slot Tech cleared the error and put the game back in service without checking the progressive settings.

### 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 \$6,000 (\$1,000 for Count I and \$5,000 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 \$6,000 and shall waive all rights to further administrative or judicial review.

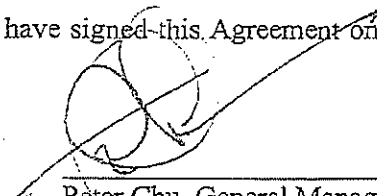
This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or 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.

  
\_\_\_\_\_  
Greg Small, Executive Director  
Indiana Gaming Commission  
  
6/6/2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Peter Chu, General Manager  
Belterra Resort Indiana, LLC  
  
5/26/2023  
\_\_\_\_\_  
Date