

**ORDER 2024-161
IN RE SETTLEMENT AGREEMENT
BELTERRA RESORT INDIANA, LLC
24-BT-03**

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

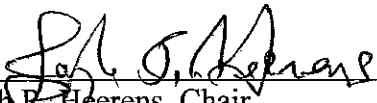
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 19th DAY OF DECEMBER, 2024.

THE INDIANA GAMING COMMISSION:



Joseph R. Heerens, Chair

ATTEST:



Michael E. Williams, Commissioner

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
BELTERRA RESORT INDIANA, LLC) **24-BT-03**

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Dennis Mullen 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 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.
2. 68 IAC 12-1-5(c)(7) provides that the surveillance system must provide an overall view of pit areas and gaming tables capable of clearly identifying the amount and incrementation of a progressive jackpot contained on a progressive jackpot display of a live gaming device.
3. 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.
4. Beltterra’s approved internal control procedures, Section J-4, describe the surveillance system requirements.
5. On May 31, 2024, a Table Games Manager notified Gaming Agents that a progressive jackpot on two (2) live gaming devices (“LGD”) was not incrementing. The Gaming Agent contacted Surveillance. Surveillance advised they were notified that the LGDs were not registering any wagers on May 30, 2024, at approximately 1:05 p.m. The progressive had last registered a wager on May 21, 2024. 165 wagers were placed during this time. Beltterra was able to do an adjustment to add the wagers back to the progressive. Further investigation determined that there was a monthly server patching that occurred on May 22, 2024, and all servers rebooted. When the progressive server rebooted, it failed to connect to the SQL database. The progressive was not incrementing for nine (9) days.

6. On July 31, 2024, a Dual Rate Floor Supervisor/Assistant Manager notified Gaming Agents that they were made aware of an issue with a progressive at two (2) LGDs.
7. On August 9, 2024, the IT Manager reported that Gold Coast, Belterra's sister property in Las Vegas, had accidentally ran a report on the progressive system that was for Belterra instead of Blue Chip. It was noticed that some of the wagers on the LGDs showed \$0. A review was conducted by Belterra staff, and they determined that not all patron wagers were being registered because wagers were being placed too fast for the system to register it.
8. On August 1, 2024, the progressive was removed from the LGDs until the manufacturer of the progressive system is able to provide a software update.
9. On September 24, 2024, a Table Games Manager provided that the table sensor missed the progressive wager 826 times between May and July, making the total to be added to the progressive jackpot \$1,197.70, bringing the total progressive amount to \$11,191.50. At this time, Belterra reported that the manufacturer of the progressive system had not provided a fix for the software.
10. On June 25, 2024, a Gaming Agent observed an electronic gaming devices ("EGD") top monitor was inoperable. Upon further inspection, the EGD was discovered to be a progressive EGD and was not displaying the progressive amounts. This EGD has six (6) levels of progressive jackpots. A review of surveillance coverage determined the monitor became inoperable on June 16, 2024, and remained inoperable until it was discovered by the Gaming Agent on June 25, 2024. The EGD was placed out of service. Belterra failed to identify that they had an inoperable progressive display for nine (9) days.
11. On July 8, 2024, a Gaming Agent observed the EGD had been placed back into service with the inoperable progressive display. The EGD was in service for six (6) hours prior to being discovered by a Gaming Agent.

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 \$6,500 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.

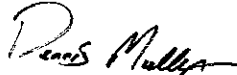
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Belterra agrees to promptly remit payment in the amount of \$6,500 and shall waive all rights to further administrative 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.

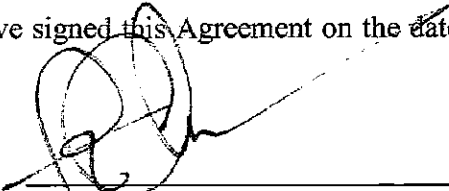
This Agreement shall be binding upon the Commission and Belterra.

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



Dennis Mullen, Executive Director
Indiana Gaming Commission
12/09/24

Date



Peter Chu, General Manager
Belterra Resort Indiana, LLC
12/4/2024

Date