

**ORDER 2007-80**

**IN RE SETTLEMENT AGREEMENT  
BELTERRA CASINO AND RESORT  
07-BT-02 and 07-BT-03**

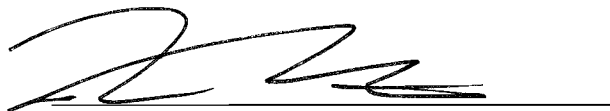
After having reviewed the attached Settlement Agreements for 07-BT-02 and 07-BT-03, the Indiana Gaming Commission hereby:

**APPROVES**

the proposed terms of the Settlement Agreements.

**IT IS SO ORDERED THIS THE 13<sup>th</sup> DAY OF SEPTEMBER, 2007.**

**THE INDIANA GAMING COMMISSION:**



William W. Barrett, Chair

ATTEST:



Tim Murphy, Vice Chair

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 ) **SETTLEMENT**  
**BELTERRA CASINO AND RESORT** ) **07-BT-02**  
 )

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission ("Commission") by and through its Executive Director Ernest E. Yelton and Belterra Casino and Resort ("Beltterra") (collectively, the "Parties") desire to settle this matter 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)(2) states that "sensitive keys" means keys that either management or the commission considers sensitive to the riverboat licensee's operation and therefore require strict control over custody and issuance.
2. On January 31, 2007 a Gaming Agent discovered a door on a slot machine was not completely locked. A Slot Shift Manager had been in the machine for a paper refill and did not check to make sure that the door was secured.
3. On February 10, 2007 a patron notified security that there was an open door on a slot machine. While checking the machine the Gaming Agent noticed another machine that had an open BVA door.

**COUNT II**

4. 68 IAC 11-7-1(b)(2) states that "sensitive keys" means keys that either management or the commission considers sensitive to the riverboat licensee's operation and therefore require strict control over custody and issuance.
5. On March 24, 2007 a patron informed security that a machine had an open door. When the Gaming Agent arrived at the location he noticed a belly glass door open. A surveillance tape review showed a Slot Technician following the drop team to spot check machines to make sure the doors are locked. At this machine he opened the door, shuts and locks it but does not make sure that it is secure.

### COUNT III

6. Pursuant to 4-33-9-12, "a person who is less than twenty-one (21) years of age may not be present in the area of a riverboat where gambling is being conducted." Pursuant to 68 IAC 1-11-1(c), "[a] person under twenty-one (21) years of age shall not be present on a riverboat."
  
7. On March 15, 2007 and June 16, 2007 a minor was allowed to board the casino after a security officer checked ID. This is the first and second time in the last six months.

### 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 the Riverboat Gambling Act, Title 68 of the Indiana Administrative Code and 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. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

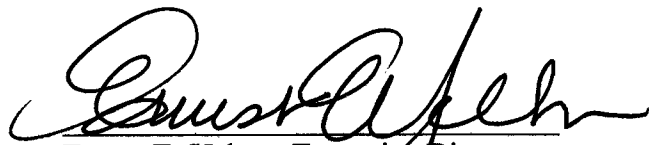
Belterra shall pay to the Commission a total of \$12,000 (\$5,000 for Count I; \$2,500 for Count II; \$4,500 for Count III) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings of fact, specifically alleged herein. If the Commission subsequently discovers facts that give rise to additional or separate violations, which are not described herein, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described herein.

Upon execution and approval of this Settlement Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Settlement Agreement by the Commission, Belterra agrees to promptly remit payment in the amount of \$12,000 and shall waive all rights to further administrative or judicial review.

This Settlement 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 Settlement Agreement. This Settlement Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

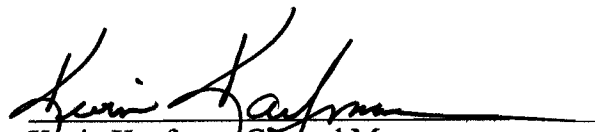
This Settlement Agreement shall be binding upon the Commission and Belterra.

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



Ernest E. Yelton, Executive Director  
Indiana Gaming Commission

9/13/07  
Date



Kevin Kaufman, General Manager  
Belterra Casino and Resort

9.1.7  
Date

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>BELTERRA CASINO AND RESORT</b>	)	<b>07-BT-03</b>
	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission ("Commission") by and through its Executive Director Ernest E. Yelton and Belterra Casino and Resort ("Beltterra") (collectively, the "Parties") desire to settle this matter 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**

1. Pursuant to 68 IAC 17-2-2(a)(2), "[a]t least ten (10) days before transporting live gaming devices, the person causing the movement of the live gaming device shall notify the executive director, in writing, and provide the following information:  
The:

- (A) method of transportation; and
- (B) name, business address, and business telephone number of the carrier or carriers."

Pursuant to 68 IAC 17-2-2(a)(8) "[a]ny serial number assigned to the live gaming device and a request for the issuance of a commission registration number in accordance with 68 IAC 14-1-2." Pursuant to 68 IAC 17-2-2(a)(9) "[t]he expected date and time of the following: (A) Delivery of the live gaming device to the riverboat."

2. On March 7, 2007 a letter sent by e-mail addressed to George Carey was approved by George Carey. The approval was for the shipment of five (5) Ace shufflers and two (2) table games to Belterra Casino Resort and Spa in Florence, Indiana from a sister property The Sands Casino Hotel in Atlantic City, New Jersey. The letter included the serial numbers for the five (5) Ace shufflers and that United Parcel Service would be the carrier with the date of shipment on March 19, 2007 with the expected date of delivery of March 23, 2007.
3. On March 29, 2007 a Gaming Agent was paged to the east docks to receive a shipment with table games. When the Agent arrived he contacted the Compliance Officer and a Table Games Shift Manager. The Agent observed that engineering personnel were removing tables and chairs from a Westside Transportation tractor trailer. The Table Games Shift Manager told the Agent that he was not sure if the Ace shufflers or table game were on the trailer. The table and all five (5) Ace

shufflers were on the trailer. The serial numbers for the shufflers delivered did not match any of the serial numbers in the approved letter.

**TERMS AND CONDITIONS**

Commission staff contends that the acts of Belterra as outlined herein constitute a breach of IC 4-33 and 68 IAC. Under these circumstances, the Commission and Belterra have determined that in lieu of the Commission pursuing formal disciplinary action against Belterra, Belterra shall pay a fine of \$10,000.

Upon execution and approval of this Settlement Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Settlement Agreement by the Commission, Belterra agrees to promptly remit payment in the amount of \$10,000 and shall waive all rights to further administrative or judicial review.

This Settlement 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 Settlement Agreement. This Settlement Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Settlement Agreement shall be binding upon the Commission and Belterra.

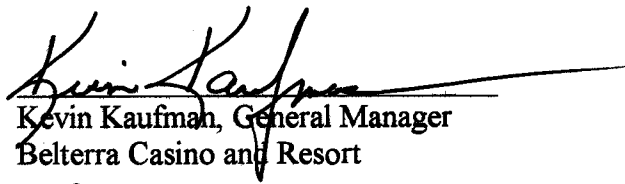
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date and year as set forth below.



Ernest E. Yelton, Executive Director  
Indiana Gaming Commission

Date

9/13/07



Kevin Kaufman, General Manager  
Beltterra Casino and Resort

Date

9-1-7