

**ORDER 2012-192  
IN RE SETTLEMENT AGREEMENT  
BELTERRA CASINO AND RESORT  
12-BT-03**

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

**APPROVED**

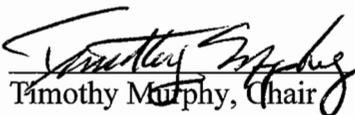
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APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 15<sup>th</sup> DAY OF NOVEMBER, 2012.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Timothy Murphy, Chair

ATTEST:

  
\_\_\_\_\_  
Marc Fine, Vice-Chair

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 ) **SETTLEMENT**  
**BELTERRA CASINO AND RESORT** ) **12-BT-03**  
 )

**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 11-1-6(b) states failure to comply with approved internal control procedures may result in the initiation of a disciplinary action. According to Belterra Internal Control Procedures Title S – Twenty-Four Hour Gaming, Number 3 – EGD Drops, Section 1, sub-section i, it states that after all patrons and non-drop team employees have been cleared from the designated drop area, Security personnel will station themselves at opposite ends of the designated drop area. Security personnel will prevent patrons and non-drop employees from entering the designated area while the drop buckets are being collected.
2. On February 19, 2012, a Surveillance Supervisor notified a Gaming Agent that a patron had been allowed to enter the drop zone. The patron entered the drop zone and was allowed to walk directly in front of the open bill validator cart due to it being left unattended by a Security Officer.
3. On June 25, 2012, Surveillance notified a Gaming Agent that a patron had been allowed to enter the drop zone. The patron entered the drop zone and was allowed to walk directly in front of a slot bank where the drop team was collecting bill validator boxes. Neither the Security Officer where she entered the drop zone, nor the Officer where she exited the drop zone attempted to stop the patron.
4. On August 11, 2012 a Gaming Agent reviewed an incident report saved in the surveillance system. The Agent reviewed the video and found that a Bartender went under the yellow tape which signified the drop area, walked in front of the drop cart and exited the drop zone. The Bartender was never stopped by the Security Officers. The Bartender told the Agent he was new and had not been told not to enter the drop zone.

## **COUNT II**

5. 68 IAC 11-4-4(e) states the pit boss or the equivalent shall place the opener on the live gaming device tray in a manner that the amounts on the opener may be read through the cover, and lock the transparent live gaming device tray lid in place.
6. On March 31, 2012, a Gaming Agent was contacted by the Surveillance Supervisor concerning an open float lid. The Agent reviewed video coverage and found that the Poker Room Dealer and Supervisor closed a poker table, lightly placing the float lid over the float but not locking it. The float was left unsecured for approximately eighty five minutes.

## **COUNT III**

7. 68 IAC 2-6-18(a) states that the internal space of an electronic gaming device must not be readily accessible when the door is closed.
8. On April 25, 2012 a Gaming Agent was contacted by a Slot Floor Person reporting that a Lead Slot Tech had left two slot machines unsupervised without monitors. The Slot Floor Tech had removed the monitors and covered the open space with taped plastic and an "out of order" sign. Without the monitors on the slot machines the inside of the machines are unsecured. Surveillance video confirmed the slot machines had been unsecured for thirty minutes.

## **COUNT IV**

9. 68 IAC 17-1-1(f) states that all EPROM's shall be transported separately from the shipment of electronic gaming devices. If an electronic gaming device: (1) is not being utilized by a riverboat licensee; and (2) is being stored off the riverboat; the EPROM shall be stored separately in a locked safe or the equivalent.
10. 68 IAC 17-1-2(c) states before an electronic gaming device is removed from the casino floor, the riverboat licensee or riverboat license applicant must ensure the following actions are taken: (2) An enforcement agent removes the evidence tape that was affixed in accordance with 68 IAC 2-6-19.
11. On April 21, 2012 a Gaming Agent conducted a routine check of the high limit slot machine area. When checking an unlocked drawer the Agent found a computer board with taped software.

## COUNT V

12. 68 IAC 2-3-9.2 (b) states riverboat licensees must advise the enforcement agent, on a form prescribed or approved by the commission, when one (1) of the following events occurs with an occupational licensee:
  - (1) The occupational licensee's employment with the riverboat licensee is terminated for any reason.  
The forms must be submitted to the enforcement agent within fifteen (15) days of the occurrence of the change or action.
13. On July 17, 2012 a Gaming Agent noted papers in the IGC office to be served to a Dealer. The Agent spoke to a Human Resources Coordinator to check on the Dealer's status. The Coordinator told the Agent that the Dealer was terminated on June 30, 2012.

## COUNT VI

14. Pursuant to IC 4-33-9-12 and 68 IAC 1-11-1(c), 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.
15. On June 27, 2012 a Gaming Agent was notified by a Security Supervisor that a minor had been allowed on the casino floor. A review of surveillance footage showed a Security Officer hold open the turnstile gate to allow a couple with a stroller to enter the casino.

## 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/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. 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 \$19,000 (\$9,000 for Count I; \$1,500 for Count II; \$2,500 for Count III; \$1,500 for Count IV; \$1,500 for Count V and \$3,000 for Count VI) 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.

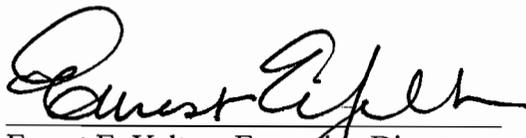
Upon execution and approval of this Settlement Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the

Settlement Agreement by the Commission, Belterra agrees to promptly remit payment in the amount of \$19,000 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.

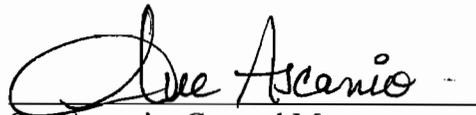
This Settlement Agreement shall be binding upon the Commission and Belterra.

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

11.8.12  
Date



Sue Ascanio, General Manager  
Belterra Casino and Resort

10-25-12  
Date