

**ORDER 2011-179  
IN RE SETTLEMENT AGREEMENT  
BELTERRA CASINO AND RESORT  
11-BT-02**

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

*Approves*  
\_\_\_\_\_  
APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 15<sup>th</sup> DAY OF SEPTEMBER, 2011.**

**THE INDIANA GAMING COMMISSION:**

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

ATTEST:

*Mary H. Sey*  
\_\_\_\_\_  
Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 ) **SETTLEMENT**  
**BELTERRA CASINO AND RESORT** ) **11-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 15-1-2 states the purpose of the accounting records and procedures is to ensure the following:
  - (1) The assets of the riverboat licensee or riverboat license applicant are safeguarded.
  - (2) The financial records of the riverboat licensee or riverboat license applicant are accurate and reliable.
  - (3) The transactions of the riverboat licensee or riverboat license applicant are performed only in accordance with the specific or general authorization of the Act and this title.
  - (4) The transactions are recorded adequately to permit the proper recording of the adjusted gross receipts, admission fees, and all applicable taxes.
  - (5) That accountability for assets is maintained in accordance with generally accepted accounting principles.
  - (6) That only authorized personnel have access to assets.
  
2. 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 Controls Section E, Slot Cash Ticketing System, TITO Ticket Redemption tickets can be redeemed through the use of any slot machine bill validator that is capable of printing a ticket. Additionally redemptions will be available through a Cashier Cage and/or the NRT Self Redemption Units.
  
3. Belterra Internal Control Section C-1 Table Games Issuance states that chips will only be issued to a person at the request of such person and shall not be given as change in any other transaction. Gaming chips will only be issued to Belterra

customers at casino cashiering windows or at the live gaming devices and shall be redeemed only at a casino cashiering facility.

4. On May 29, 2011, a Gaming Agent was contacted by a Slot Supervisor informing the Agent that the Director of Slot Operations had ordered all of the slot attendants to stand by the cages and hand pay all TITO tickets and gaming chips using their pouches. This was due to long lines at the cages. The Slot Supervisor had never heard of doing this and contacted the Gaming Agent to verify if they were authorized to do this. The Agent informed the Slot Supervisor to not allow the Slot Attendants to cash the TITO tickets and gaming chips. The Director of Slots had also instructed the Slot Attendants to do the same thing the prior night. Both chips and TITO tickets were redeemed by slot attendants.

## **COUNT II**

5. 68 IAC 2-6-25(a)(2) states electronic gaming devices must be capable of detecting and displaying when a door is open.
6. On May 24, 2011 a Gaming Agent was informed by security dispatch of an open Bill Validator Access door. The Agent met the Slot Floor Person, who discovered the open door when doing a paper fill, at the slot machine. The Agent had the Slot Floor Person open and shut the door to make sure the locking mechanism was working properly. When the door was open the Agent noticed that the monitor on the machine was not showing the door as open. A Slot Tech was called to look at the machine and discovered that the switch on the door was not wired correctly, so the door would always show as closed. The Agent had the Slot Tech and Slot Floor Person open the other games that were similar to the first machine. A total of thirty five (35) machines had switches that were bypassed. It is unknown how long these switches were bypassed.

## **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 \$10,000 (\$5,000 for both Count I and II) 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 \$10,000 and shall waive all rights to further administrative or judicial review.

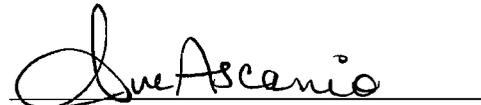
This Settlement Agreement constitutes the entire agreement between the parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Settlement Agreement. This Settlement Agreement may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

9.8.11  
Date

  
Sue Ascanio, General Manager  
Belterra Casino and Resort

8-22-11  
Date