

**ORDER 2013-108
IN RE SETTLEMENT AGREEMENT
BELTERRA CASINO AND RESORT
13-BT-02**

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 27th DAY OF JUNE, 2013.

THE INDIANA GAMING COMMISSION:



Matt Bell, Chair

ATTEST:



Marc Fine, Vice-Chair

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
BELTERRA CASINO AND RESORT) **13-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 14-3-5 (a) & (b) states all dice or playing cards that are not being utilized at a live gaming device shall be in locked compartments. Dice and playing cards shall not be left at a live gaming device while unattended.
2. On January 23, 2013, a Gaming Agent was contacted by Surveillance regarding a blackjack table where 10 playing cards from a red deck had been left in the automatic shuffler. The Gaming Agent was advised that when the blackjack table was being opened for play and the shuffler was turned on it kicked out 10 playing cards. A surveillance review of the closing of the table showed the Assistant Casino Operations Manager counting down the blue deck of cards but not the red deck. A Dealer counted down the red deck. The supervisor did not check the red deck.

COUNT II

3. 68 IAC 6-1-1 states (a) an excluded person is prohibited from entering gaming areas, (b) a casino licensee or operating agent must evict any excluded person from its gaming area if the casino licensee or operating agent knows or reasonably should know that the person is an excluded person, (c) a casino licensee or operating agent must immediately inform an enforcement agent of the presence of an excluded person in any portion of its gaming area.
4. On January 18, 2013, at 1905 hours, a Gaming Agent was notified by the Director of Security that approximately 15 minutes prior to his phone call he had received notification from the cage that a Commission excluded patron was attempting to cash out at the cage. The Director also informed the Agent that the excluded patron took his money from the cage and left the area. Upon review of surveillance coverage, it was

determined that the excluded patron approached the cage at 1813 to cash in \$2,000 in chips. The excluded patron presented his identification to the cashier and is paid \$2,000.

5. The Agent also spoke to the Cage Shift Manager and discovered that the excluded patron had cashed in another \$2,000 in chips earlier in the evening for a total of \$4,000.

COUNT III

6. 68 IAC 2-6-16(d) states the bill validator shall be equipped with a bill validator drop box to collect the currency and TITOs inserted into the bill validator. The bill validator drop box shall meet the following requirements: (1) be housed in a locked compartment separate from any other compartment of the electronic gaming device.
7. On December 14, 2012, a Gaming Agent was notified by a Surveillance Supervisor that 6 BVA boxes were found to be unlocked. During the drop, it was discovered that all six cash boxes were missing locking mechanisms and all slot machines had been in play. The boxes were only being closed by a piece of tape. The amount of cash and TITO's in these drop boxes was \$12,081.43. A follow-up by a Gaming Agent found that in two of the six machines the cash box compartment doors remained unsecured.

COUNT IV

8. Under 68 IAC 2-6-33, "(b) If the events set forth in subsection (a) do not occur, the progressive award must be permitted to remain until it is won by a player or transfer is approved by the executive director."
9. On February 28, 2013 a Slot Performance Supervisor informed a Gaming Agent that the casino discovered several progressive amounts that had not been applied to other progressives when the amounts were removed from the machines. The amount was a little over \$50,000 and included six different progressives. The amounts were removed from April 26, 2012 through November 28, 2012. The Slot Performance Supervisor told the Agent that he did not know how to distribute the funds or how to add them to the progressive controllers. He further stated that the only person with the knowledge was the Slot Technical Manager who was terminated on September 27, 2012.

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.

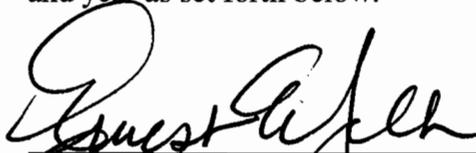
Belterra shall pay to the Commission a total of \$14,500 (\$1,500 for Count I; \$4,000 for Count II; \$4,000 for Count III and \$5,000 for Count IV) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement 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 \$14,500 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

6.26.13

Date



Sue Ascanio, General Manager
Belterra Casino and Resort

6.19.13

Date