

**ORDER 2012-135
IN RE SETTLEMENT AGREEMENT
BELTERRA CASINO AND RESORT
12-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.

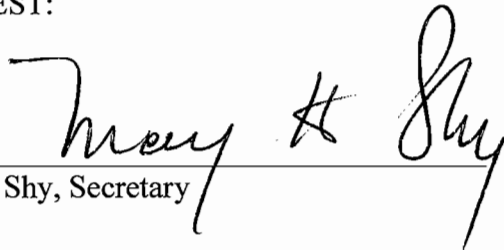
IT IS SO ORDERED THIS THE 2nd DAY OF AUGUST, 2012.

THE INDIANA GAMING COMMISSION:



Marc Fine, Vice-Chair

ATTEST:



Mary Shy, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
BELTERRA CASINO AND RESORT) **12-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 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.
2. On Monday, January 16, 2012, a Separation from Service Form was forwarded to the Commission’s Licensing Coordinator from the Licensing Manager at Pinnacle Entertainment. The form was for an Internal Auditor who resigned from his position on June 24, 2011. The Auditor worked for Lumiere Place in Missouri but held an occupational license with Belterra.

COUNT II

3. 68 IAC 14-3-2 (b) states that all playing cards must meet the following specifications: (1) all decks of cards must be a complete standard deck of fifty-two cards in four suits. The four suits shall be hearts, diamonds, clubs and spades. Each suit shall consist of numerical cards from: (A) two to ten; (B) a jack; (C) a queen; (D) a king; and (E) an ace.
4. On November 22, 2011, a Gaming Agent was notified by an Assistant Shift Supervisor that an eight of diamonds had been found in an automatic shuffler. Since the shuffler indicated a card was missing, the cards were removed from the shuffler and all cards were accounted for. A Shuffler Master Tech, who was already on property, removed the housing from the shuffler and the eight of diamonds was found. Surveillance and Table Games were unable to determine which deck the eight of diamonds had come from as all decks prior to the last three days had already been destroyed.

5. On March 16, 2012, a Gaming Agent was contacted by the Surveillance Department in reference to a card missing from a red deck of playing cards at a poker table. At the conclusion of a hand, a Dealer rakes the hand in and a red card slides under the float. This dealer dealt one hand with the red deck missing the card despite the red light on the shuffler indicating a card was missing. The relief dealer dealt the red cards 10 times while being one card short. The red light on the shuffling machine illuminated each time. The next Dealer at the table noticed the red light, counted the red deck and discovered the missing card. The missing card was a 5 of clubs.

COUNT III

6. 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's 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.
7. On January 14, 2012, a patron was allowed access to the drop zone without being noticed or barred by the Security Officers protecting the perimeter.
8. On January 28, 2012, a Surveillance Supervisor notified a Gaming Agent that a Security Officer allowed a patron in a motorized wheelchair to enter the drop zone.
9. On February 18, 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.

COUNT IV

10. 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's Internal Control Procedures, Section E-20-6, it states paper maintained on the vessel will be secured in the cabinet of the slot machine and can be accessed only with usage of the Gaming Device Door Access Key. This is a sensitive key and will be signed in, and out, according to established procedures Security Internal Controls, Key Control, Section K, or when operational, according to the Key Management System, Section K. Access will be restricted to: Slot Floorpersons, Slot Technicians, Slot Supervisors, Slot Shift Managers, Slot Technical Managers and Director of Slot Operations. The operating supply of

tickets will be housed within the Card & Dice Room. This stock will be available to Slot Supervisors, or above, with a Security Escort.

11. On November 28, 2011, a Gaming Agent noticed, while in the slot warehouse, several bundles of blank TITO paper and several loose blank TITO paper lying on shelves and in boxes. Subsequently, the Gaming Agent questioned a Slot Shift Manager as to where they store their TITO paper and was told that it is kept in the card and dice storage room. The TITO paper that could be seen was retrieved in a box and handed over to the Slot Shift Manager.
12. On January 23, 2012, a Gaming Agent inspected the Slot Storage Room with a Slot Lead Tech when three bundles (600 total) of new/unused TITO paper was found.

COUNT V

13. 68 IAC 14-3-5(a) states all dice or playing cards that are not being utilized at a live gaming device shall be kept in locked compartments.
14. On February 21, 2012, Surveillance was notified that six decks of cards were found unsecured at a table game. The cards were left unsecured when a Table Games Shift Manager left the cards on the table when he was bagging them for storage. The cards were left unattended for approximately 3 hours. The cards were not moved or touched by any employees or patrons during this time.

COUNT VI

15. 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.
16. 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.
17. On December 4, 2011, Gaming Agents inspected the Slot Tech Shop for improperly stored Eproms when they discovered six logic boards stacked on a cart in a corner that still had taped Eproms on the boards. The tape was still intact and had not been broken.
18. On December 13, 2011, Gaming Agents were observing the High Limit Slot Area when they began looking through the cabinet drawers which are located on each end of the slot area and easily accessible to the public. The drawers were unsecured. One drawer contained a board with software still taped in it.

COUNT VII

19. 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.
20. On February 12, 2012, a Gaming Agent was notified by Security Dispatch that an underage person had been found on property. The underage person was not asked for identification at the turnstiles. Surveillance coverage showed a large group of people walking through the turnstiles and both Security Officers were distracted due to checking ID's for two other individuals.

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 \$17,500 (\$2,000 for Count I; \$5,000 for Count II; \$4,500 for Count III; \$750 for Count IV; \$750 for Count V; \$3,000 for Count VI; and \$1,500 for Count VII) 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 \$17,500 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.

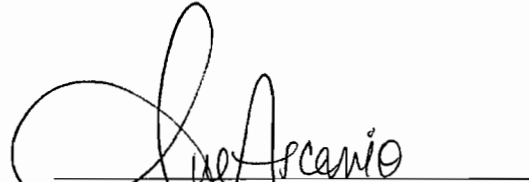
This Settlement Agreement shall be binding upon the Commission and Belterra.

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
6-26-12

Date



Sue Ascario, General Manager
Belterra Casino and Resort
6-7-12

Date