

ORDER 2012-46
IN RE SETTLEMENT AGREEMENT
BELTERRA CASINO AND RESORT
12-BT-01

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

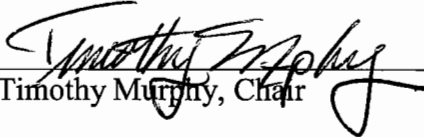
Approves

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

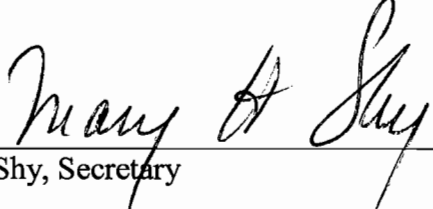
IT IS SO ORDERED THIS THE 15th DAY OF MARCH, 2012.

THE INDIANA GAMING COMMISSION:



Timothy Murphy, Chair

ATTEST:



Mary Shy, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
BELTERRA CASINO AND RESORT)	12-BT-01
)	

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 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.
2. 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.
3. On October 10, 2011, a Gaming Agent inspected the Slot Storage Room which included both new and old slot machines, parts and numerous CPU boards. The Slot Storage Room had stacked CPU boards and random piles of CPU’s with software still taped in them. A slot machine was checked and it still had the security tape intact on the CPU/Logic Door.

COUNT II

4. 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.

5. On November 23, 2011, the IGC Licensing Coordinator sent an email to the Human Resources Manager regarding an employee who needed to renew his license. It was discovered that the employee was terminated on June 8, 2010. The separation form was sent to the Gaming Agents on December 15, 2011.

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 \$5,000 (\$3,000 for Count I and \$2,000 for Count 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 \$5,000 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

3.5.12

Date



Sue Ascenio, General Manager
Belterra Casino and Resort

2-16-12

Date