

**ORDER 2009-102
IN RE SETTLEMENT AGREEMENT
BELTERRA CASINO AND RESORT
09-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 11th DAY OF JUNE, 2009.

THE INDIANA GAMING COMMISSION:



Timothy Murphy, Chair

ATTEST:



Thomas Swihart, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
BELTERRA CASINO AND RESORT)	09-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. Pursuant to IC 4-33-9-12(a), 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.
2. 68 IAC 1-11-1(c) states a person under twenty-one (21) years of age shall not be present on a riverboat.
3. On February 14, 2008, a Gaming Agent received a call from Surveillance regarding an underage person being allowed on the casino floor. The identification of the underage person was checked at the turnstile and the Security Officer failed to note that she was underage.

COUNT II

4. 68 IAC 11-4-2(a)(1) and (2) states that in accordance 68 IAC 11-1 the riverboat licensee shall submit internal control procedures covering live gaming device inventory and the opening and closing of a live gaming device.
5. Belterra Internal Control Section R-13-1 states when discrepancies arise between the counted and recorded amounts of chips and tokens in the tray, all of these differences will be documented on an Error Notification Slip. This form is prepared and signed by the Poker Room Supervisor and the Dealer and subsequently deposited into the table drop box by the Dealer. All of these differences must be verbally reported to the Casino Shift Manager and Surveillance.

6. Belterra Internal Control Section R-22-1 states rakes must not exceed 10 percent of all sums wagered in the pot. Only the dealer may pull rake from the pot. This will be done in an obvious manner after each wager and call or at the completion of the hand. The rake must be placed and remain in a designated rake area until a winner is declared and paid. The rake must then be dropped into the drop box.
7. On February 25, 2009, a Gaming Agent was informed by a Poker Supervisor that the float variance on February 22nd may have been filled using chips from the rake instead of being properly documented and filled from the cage. A review of surveillance tapes showed a Poker Dealer indicate, to the Poker Manager, that his impressed float was five dollars (\$5) short by holding up five fingers and a thumbs down. The Poker Manager then approached the table and instructed the Dealer to correct the variance out of the rake. At the completion of the next hand the Dealer removed one red five dollar (\$5) chip from the rake and placed it in the float.
8. The Poker Manager has admitted to doing this on at least two (2) other occasions, even though she was aware this practice is in violation of internal controls. The Poker Manager also gave a directive to all the supervisors that chips should be taken from the rake to correct variances in the float.

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.

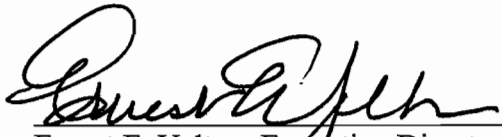
Belterra shall pay to the Commission a total of \$26,500 (\$1,500 for Count I and \$25,000 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings 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.

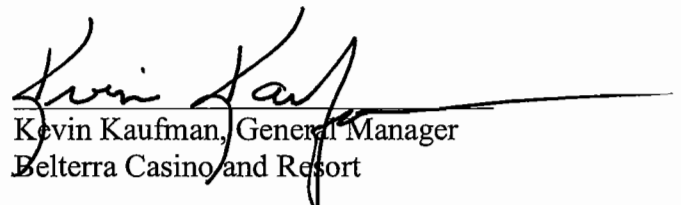
Upon execution and approval of this Settlement Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Settlement Agreement by the Commission, Belterra agrees to promptly remit payment in the amount of \$26,500 and shall waive all rights 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
6.02.09
Date


Kevin Kaufman, General Manager
Beltterra Casino and Resort
5.27.9
Date