

**ORDER 2010-116
IN RE SETTLEMENT AGREEMENT
FRENCH LICK RESORT • CASINO
10-FL-01**

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

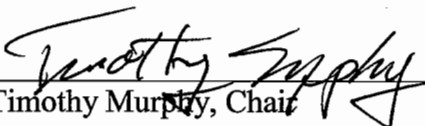
Approves

APPROVES OR DISAPPROVES


the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 17th DAY OF JUNE, 2010.

THE INDIANA GAMING COMMISSION:


Timothy Murphy, Chair

ATTEST:


Thomas Swihart, Vice Chair

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
FRENCH LICK RESORT•CASINO)	10-FL-01
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and French Lick Resort•Casino (“French Lick”) (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 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.
2. On December 27, 2009, a Gaming Agent found an underage person on the casino floor who possessed a false ID. The Agent spoke to two Security Officers who checked the ID at the turnstiles and one of them stated that the ID would not scan in the ID checker, but they allowed the minor to enter the casino.

COUNT II

3. 68 IAC 6-3-4 (b)(3) requires the casinos to establish internal controls procedures that must refuse wagers from and deny gaming privileges to any individual who the casino knows to be a voluntarily excluded person.
4. On December 22, 2009, a Gaming Agent was informed by a Lead Security Officer that a Voluntarily Excluded Person (“VEP”) redeemed a TITO ticket at the cage. The Agent reviewed surveillance coverage and noted that the VEP placed a \$400 ticket into a redemption kiosk and the kiosk malfunctioned. The VEP went to the cage and presented his driver’s license to the Cashier. The Cashier wrote down all the required information on a paid out slip, but failed to check the computer system. The VEP was then given \$400 in cash. The Cashier gave the paid out slip to a Cage Shift Manager who discovered the patron was a VEP when the information was entered into the computer system.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of French Lick by and through its agents as described herein constitute a breach of the IC 4-33, 68 IAC and/or French Lick's approved internal control procedures. The Commission and French Lick hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against French Lick. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.


French Lick shall pay to the Commission a total of \$4,500 (\$3,000 for Count I and \$1,500 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, French Lick agrees to promptly remit payment in the amount of \$4,500 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 French Lick.

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
6.14.10

Date



Chris Leininger, General Manager
French Lick Resort • Casino
5/19/10

Date