

ORDER 2007-45
IN RE SETTLEMENT AGREEMENT
FRENCH LICK RESORT • CASINO
07-FL-01

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

APPROVES

the proposed terms of the Settlement Agreement.

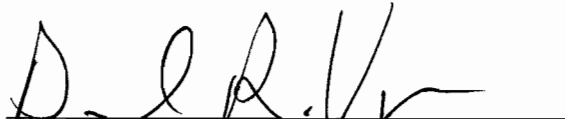
IT IS SO ORDERED THIS THE 7th DAY OF JUNE, 2007.

THE INDIANA GAMING COMMISSION:



William W. Barrett, Chair

ATTEST:



Donald R. Vowels, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
FRENCH LICK RESORT•CASINO) **07-HH-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. 68 IAC 2-6-6(c)(7) states that the riverboat licensee shall perform a coin test to ensure that the electronic gaming device is communicating with the central computer system. If the electronic gaming device is not communicating with the central computer system, the electronic gaming device must be disabled.
2. 68 IAC 2-6-22 states that only those games specifically named in the Act and approved by the commission shall be permitted to be played.
3. From October 31 to December 14, 2006 slot employees turned machines on for play that were not approved by Commission Gaming Agents. There were 14 machines that had not passed the bill/ticket testing that were put into play before being retested. Three were placed back into service several times before being retested. These violations were brought to the attention of French Lick management in November to make sure that they were aware of the problem. The Commission was told that the problem would be corrected. In December another incident was submitted by an IGC Agent detailing the same problem with two more machines.

COUNT II

4. Pursuant to 68 IAC 6-3-4, riverboat licensees must adopt internal control procedures to “make all reasonable attempts to ensure that voluntarily excluded persons do not receive direct marketing. A riverboat licensee or operating agent will satisfy this requirement if the riverboat licensee or operating agent removes the individual’s name from the list of patrons to whom the direct marketing materials are sent, and the individual does not receive direct marketing materials

more than forty five (45) days after the riverboat licensee receives notice, under section 3(a) of this rule, that the individual has appeared on the voluntary exclusion list.”

5. On December 7, 2006 the Director of Regulatory Compliance, emailed the Commission with the information that a VEP participant had been sent a mail offer from French Lick. The casino used a third party to send out the mail offer. Due to a glitch in the computer system of the third party, names that were flagged on the list provided by French Lick were not flagged in the system of the third party. It is estimated that 50 VEP participants may have received the mail offer. While the casino self reported and had the names flagged on their list, it is still the casino’s responsibility, if they have a third party send the mail offer, to make sure no one on the VEP list is sent mail offers.

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 Riverboat Gambling Act, Title 68 of the Indiana Administrative Code and 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 \$40,000 (\$25,000 for Count I and \$15,000 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. Neither this agreement nor any action performed pursuant to it will constitute an admission of any violation by French Lick. This agreement extends only to known incidents specifically alleged in this agreement and wholly based on the facts described herein. If the Commission subsequently discovers additional facts, which are not described in this agreement, that may support an independent determination that a violation has occurred, the Commission may pursue disciplinary action for such violations even if the facts are related to an incident described herein.

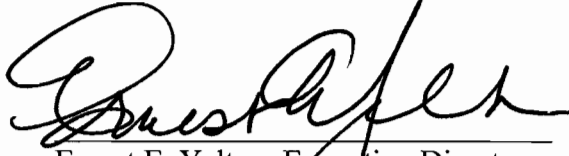
Upon execution and approval of this Settlement Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Settlement Agreement by the Commission, French Lick agrees to promptly remit payment in the amount of \$40,000 and shall waive all 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.

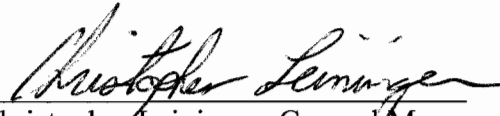
This Settlement Agreement shall be binding upon the Commission and French Lick.

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

June 7, 2007
Date



Christopher Leininger, General Manager
French Lick Resort • Casino

6/4/07
Date