

**ORDER 2008-103
IN RE SETTLEMENT AGREEMENT
FRENCH LICK RESORT • CASINO
08-FL-02**

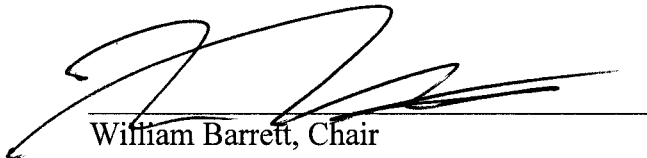
After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

Approves
APPROVES OR DISAPPROVES

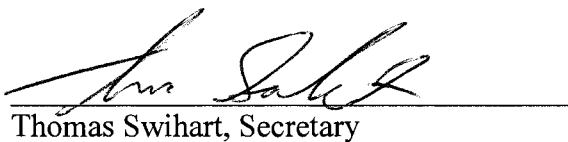
the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 28th DAY OF AUGUST, 2008.

THE INDIANA GAMING COMMISSION:


William Barrett, Chair

ATTEST:


Thomas Swihart, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
FRENCH LICK RESORT•CASINO)	08-FL-02
)	

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 1-11-1(c) states a person under twenty-one (21) years of age shall not be present on a riverboat.
2. Pursuant to IC 4-33-9-12, 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.
3. On February 1, 2008, an underage person was allowed to enter the casino. Her ID was checked at the turnstile and the Security Officer allowed her to enter even though the ID indicated that she was under 21.
4. On February 16, 2008, a Gaming Agent overheard a Cage Shift Supervisor reporting to security that there was a minor at the cage window. The minor had his ID checked at the turnstile.
5. On April 4, 2008, an underage person was allowed to enter the casino. His ID was checked at the turnstile and the Security Officer allowed him to enter even though the ID indicated that he was under 21.

COUNT II

6. Pursuant to 68 IAC 11-1-6(b) failure to comply with approved internal control procedures may result in the initiation of a disciplinary action. According to French Lick Internal Controls, M-4 Slot Operations, states that slot machines will not be delivered unless a commission agent is present at the point of delivery. Furthermore, the Slot Operations Department will ensure that the software is

transported separately from the shipment of the new slot machines. Software will be stored separately in a secured area until the time of installation.

7. On January 3, 2008 around noon, a shipment of CPU boards was delivered to the casino. A Slot Technician and Slot Technician Supervisor were present when the shipment arrived and the shipment was placed outside the Slot Technician office without a Gaming Agent being notified. Later in the afternoon, a Gaming Agent inquired about the box and was told it was part of shipment 6152. At 6:00 p.m., a Slot Technician asked a Gaming Agent if they could move the box of CPU's to the storage where the machines were to be stored on 1/4/08. The Agent informed the Technician that the boards could not be stored in the same unit as the machines. The Agent also asked who had been notified of the shipment. The Technician replied that another Technician had told her that IGC had been notified and the Slot Technicians were told not to move it until IGC asked about it. IGC had not been notified. The box was moved to the Gaming Commission storage unit and all 78 CPU boards were accounted for.

COUNT III

8. 68 IAC 11-4-4 (e) states that the pit boss or the equivalent shall place the opener on the live gaming device tray in a manner that the amounts on the opener may be read through the cover, and lock the transparent live gaming device tray lid in place.
9. On February 24, 2008 at 4:00 p.m., a Gaming Agent was contacted by a Table Games Shift Manager regarding an unsecured float lid. The game had been closed at 1:59 a.m. and the float was found unsecured at 12:26 p.m. by a Table Games Supervisor.
10. On March 17, 2008, a Security Officer participating in the table games drop found a float lid unsecured. A Gaming Agent was observing the drop and verified that the lid was in the locked position but not latched to the table. The table had been closed at 0331 hrs and found at 0506 hrs.
11. On April 18, 2008, a Gaming Agent was contacted by a Table Games Shift Manager regarding a float lid left unsecured. The table had been closed at 0725 hrs and discovered at 1105 hrs.

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 \$24,000 (\$9,000 for Count I; \$5,000 for Count II and \$10,000 for Count III) 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.

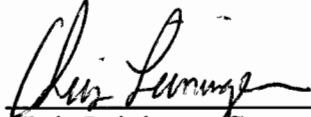
Upon execution and approval of this Settlement Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Settlement Agreement by the Commission, French Lick agrees to promptly remit payment in the amount of \$24,000 and shall waive all 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
8.25.08
Date


Chris Leininger, General Manager
French Lick Resort • Casino
8/7/08
Date