

**ORDER 2009-156  
IN RE SETTLEMENT AGREEMENT  
FRENCH LICK RESORT • CASINO  
09-FL-03**

After reviewing the attached Settlement Agreement, the Indiana Gaming Commission hereby:

Approves  
APPROVES OR DISAPPROVES

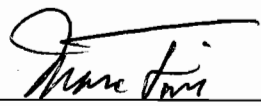
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 17<sup>th</sup> DAY OF SEPTEMBER, 2009.**

**THE INDIANA GAMING COMMISSION:**

  
Timothy Murphy, Chair

ATTEST:

  
Marc Fine, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>FRENCH LICK RESORT•CASINO</b>	)	<b>09-FL-03</b>
	)	

**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 11-4-4(e) states 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.
2. On April 21, 2009, a Gaming Agent observed that the float on a Craps table was unsecured. A Table Games Supervisor failed to lock the pad locks when closing the Craps table. The float was unsecured for approximately two hours. The chip count was verified and matched to the amount on the closing slip.

**COUNT II**

3. 68 IAC 14-3-5 (a) states that all dice or playing cards that are not being utilized at a live gaming device shall be kept in locked compartments.
4. On May 17, 2009, a Gaming Agent was notified by a Surveillance Supervisor regarding a deck of cards left unsecured on a Blackjack table. A review of surveillance coverage showed a Table Games Floor Supervisor replaced several cards due to a spilled drink on the table. The deck was placed on the table next to the table limit sign. The Table Games Floor Supervisor walked away from the table leaving the cards unsecured. Approximately forty minutes later, a patron picked up the deck of cards, looked at them and set them back on the table. The unsecured cards were noticed by another Table Games Floor Supervisor approximately five minutes later.

### COUNT III

5. 68 IAC 11-1-6(b) states failure to comply with approved internal control procedures may result in the initiation of a disciplinary action. According to French Lick's Internal Control K-8-2 if a computerized table fill slip received in the pit does not match the denomination and amount of gaming chips, or both, the slip will not be signed by the dealer and supervisor and marked "VOID" with a brief description of the reason for the void. Surveillance will be notified immediately and advised that an incorrect fill has been received and is being returned to the cage. Surveillance will immediately log the notification. At the cage the voided slip will be forwarded to Revenue Audit and a new fill slip will be generated and the new fill slip and fill will then be delivered to the designated table.
6. On May 1, 2009, a Surveillance Agent noted that a fill was taken to a Blackjack table where it was rejected and sent back to the fill bank. Instead of voiding the fill slip and printing a correct one, a Cage Cashier corrects the fill by removing the red chips and replacing them with white chips. The fill was then sent back out to the table game.

### COUNT IV

7. 68 IAC 12-1-5.5(8) states surveillance employees shall visually record arrests and evictions when they are known to occur on the property.
8. On May 23, 2009, a Gaming Agent was attempting to review audio and video coverage of an arrest made earlier in the evening when he discovered that there was no coverage. The Surveillance Tech speculated that the camera malfunctioned, causing the recording device to switch from recording the camera it was supposed to record to recording another camera. There was no surveillance coverage of this area for approximately thirty six (36) hours.

### COUNT V

9. 68 IAC 14-7-4(1) states when a roulette table is not open for gaming activity, the roulette wheel shall be secured by placing a cover over the entire wheel and securely locking the cover to the roulette table.
10. On June 8, 2009, a Gaming Agent was advised by a Table Games Shift Manager that a roulette wheel was left unsecured for approximately 34 hours.

**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 \$16,500 (\$2,500 for Count I; \$2,500 for Count II; \$5,000 for Count III; \$5,000 for Count IV and \$1500 for Count V) 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 \$16,500 and shall waive all rights to further administrative or judicial review.

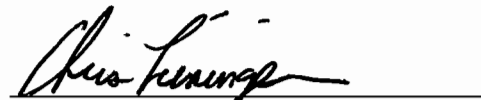
This Settlement Agreement constitutes the entire agreement between the parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Settlement Agreement. This Settlement Agreement may 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.

  
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Ernest E. Yelton, Executive Director  
Indiana Gaming Commission

9.16.09  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chris Leininger, General Manager  
French Lick Resort • Casino

9/10/09  
\_\_\_\_\_  
Date