

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
FRENCH LICK RESORT•CASINO) **10-FL-03**
)

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 14-3-4(d)(1) states except for playing cards that are removed from play due to the possibility of tampering, all playing cards shall be canceled by drilling a circular hole of at least one-fourth (1/4) inch through the center of each card in the deck.
2. On April 28, 2010 a Gaming Agent received a deck of French Lick playing cards that had not been drilled all the way through. The cards had come from the Mercantile Shop at the French Lick Hotel. Three boxes containing decks of cards were inspected and half of the decks in each box were found to be incorrectly cancelled. Two Agents proceeded to check all areas where the cancelled decks were stored or for sale and found the same results. The casino has re-cancelled all the decks of cards found and have change the procedure for canceling decks of cards. The Table Games Director also removed the all of the decks of cards the casino was currently using with reserve decks. Also new decks with different color backs were ordered. Two Security employees were also disciplined.

COUNT II

3. 68 IAC 2-3-9.2(b)(2)(C) requires a riverboat licensee to advise the enforcement agent, on a form prescribed or approved by the commission, when an occupational licensee transfers to another position with the riverboat licensee. The form must be submitted to the enforcement agent within fifteen (15) days of the occurrence of the change or action.
4. On June 8, 2010 a Gaming Agent was notified by the Human Resources Manager regarding an employee who was hired and badged as a Guest Service Manager

but had worked in the position of Purchasing/Call Center Manager since May 12, 2010. The Guest Service Manager is a level 3 position while the Purchasing/Call Center Manager is a level 2 position. The employee was licensed as a level 2 on June 9, 2010.

COUNT III

5. 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.
6. On July 11, 2010, a Gaming Agent was approached by a Security Supervisor regarding an underage person who was allowed to enter the casino. The person was not asked for identification when walking through the turnstiles.

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 (\$1,500 for Count I; \$1,500 for Count II and \$1,500 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 \$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
11.3.10
Date


Chris Leininger, General Manager
French Lick Resort • Casino
10/25/10
Date

**ORDER 2010-205
IN RE SETTLEMENT AGREEMENT
FRENCH LICK RESORT • CASINO
10-FL-03**

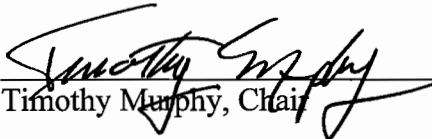
After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

Approves
APPROVES OR DISAPPROVES

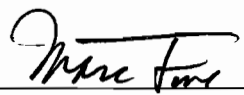
the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 10th DAY OF NOVEMBER, 2010.

THE INDIANA GAMING COMMISSION:


Timothy Murphy, Chair

ATTEST:


Marc Fine, Secretary