

**ORDER 2016-202  
IN RE SETTLEMENT AGREEMENT  
FRENCH LICK RESORT • CASINO  
16-FL-02**

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

**APPROVED**

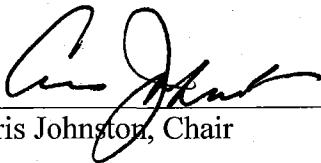
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APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 8<sup>th</sup> DAY OF SEPTEMBER, 2016.**

**THE INDIANA GAMING COMMISSION:**

  
Cris Johnston, Chair

ATTEST:

  
Joseph Sveranoff, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>FRENCH LICK RESORT•CASINO</b>	)	<b>16-FL-02</b>
	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait 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 15-13-2(a) states in accordance with 68 IAC 15-1-3, the casino licensee or casino license applicant shall submit policies and procedures covering manually paid jackpots.
  - (b) The policies and procedures for manually paid jackpots shall include, but not be limited to, the following areas:
    - (1) The manner in which the slot attendant will verify the validity of the jackpot.
2. French Lick Internal Control M-8 Slot Pays, Jackpots Payout Procedures \$1,200 and Above, #2 Slot personnel will complete a Request for Jackpot form. The guest will then be asked to sign the form and provide valid identification to the slot personnel. Slot personnel will communicate with Surveillance to review the jackpot to determine the correct patron to be paid.
3. On April 24, 2016, a Gaming Agent was contacted by a Surveillance Supervisor who stated he was verifying a jackpot. The Surveillance Supervisor observed that a female patron won the jackpot, abandoned the slot machine and a male patron sat down to claim the jackpot. Further review by the Surveillance Supervisor, found the female coming from a restroom. The Surveillance Supervisor advised the Slot personnel that the female had won the jackpot. It was discovered that the female was a VEP and the male patron was her husband. While the Agent was speaking to the VEP, the Surveillance Supervisor notified the Agent that the VEP had won a jackpot earlier in the day and her husband had claimed the jackpot. The Surveillance Supervisor told the Agent that a Surveillance Agent had improperly verified the earlier jackpot.

## COUNT II

4. 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.
5. On July 6, 2016, a Gaming Agent was informed by a Surveillance Supervisor that several underage persons had been allowed on the casino floor and a Security Lead Officer was escorting them to the casino entrance. The Agent went to the entrance and found that three underage individuals had presented their military identifications to the Security Officer at the turnstiles. The Security Officer had looked at the identifications and allowed the individuals to enter the casino. Once they had enter, the Security Officer realized they were underage.

## COUNT III

6. 68 IAC 2-3-8 states (a) an occupational license must be renewed annually.  
(b) An occupational licensee must request renewal of the license on a form prescribed by the commission no less than thirty (30) days before the expiration of the occupational license
7. 68 IAC 2-3-9.2(c)(6) states if the occupational licensee was terminated:  
(A) whether the termination was voluntary or involuntary; and  
(B) whether or not the riverboat licensee collected the identification badge from the occupational licensee.  
The form must be submitted to the enforcement agent within fifteen (15) days of the occurrence of the change or action.
8. On July 6, 2016, a Gaming Agent was notified by her Gaming Supervisor in regards to a violation by French Lick. The Gaming Supervisor told the Agent that he had been in contact with a Human Resources (“HR”) Generalist on numerous occasions about two employees who were on FMLA and unable to renew their gaming licenses. On June 3, 2016 the Commission’s Licensing Coordinator had sent an email to the HR Generalist and the Director of HR and copied the Gaming Supervisor. The email contained the list of French Lick employees’ names and expiration dates whose occupational licenses were ready for renewal. The Licensing Coordinator had highlighted the names of the two employees on FMLA stating that their licenses had expired with no approved renewal waiver on file. She also stated that they needed to renew their licenses ASAP or submit separation forms. The Gaming Supervisor contacted the HR Generalist on June 29, 2016, to inform her that the Commission had not received a waiver for the two employees. The HR Generalist stated she was aware and would get the waivers submitted. As of August 5, 2016, the Commission has not received the waivers nor separation forms for the employees.

**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.

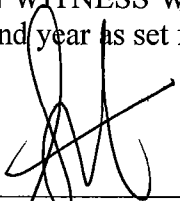
In consideration for the Commission foregoing disciplinary action based on the facts specifically described herein, French Lick shall pay to the Commission a total of \$5,000 (\$2,500 for Count I; \$1,500 for Count II and \$1,000 for Count III). This agreement extends only to those violations and findings 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 \$5,000 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.

  
\_\_\_\_\_  
Sara Gonso Taft, Executive Director  
Indiana Gaming Commission

Date

8/29/16

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

Date

8/15/16