

**ORDER 2009-104
IN RE SETTLEMENT AGREEMENT
FRENCH LICK RESORT • CASINO
09-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 11th DAY OF JUNE, 2009.

THE INDIANA GAMING COMMISSION:


Timothy Murphy, Chair

ATTEST:


Thomas Swihart, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

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| IN RE THE MATTER OF: |) | |
| |) | SETTLEMENT |
| FRENCH LICK RESORT•CASINO |) | 09-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

1. 68 IAC 2-6-38(b) requires a progressive controller to send to the electronic gaming device the amount that was won. The electronic gaming device is required to update its electronic meters to reflect the winning jackpot amount consistent with this rule.
2. 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 M-3 (17) requires slot machines to have a mechanical, electrical or electronic device that automatically precludes a player from operating the slot machine after a jackpot requiring a manual payout and requires Slot Personnel to reactivate the slot machine.
3. On December 8, 2008, a Gaming Agent was informed by another Agent that a Harley Davidson motorcycle was won earlier in the day, but that the options on the slot machine were set incorrectly. Specifically, the jackpot amount was set incorrectly on the slot machine so when the patron won it did not lock up. The patron realized that he had won and alerted a Slot Representative. When the casino become aware that the machine was set incorrectly they checked the rest of the machines linked to this progressive as well as two other banks of machines linked to a progressive and giving away cars. A total of four machines were set incorrectly.
4. On December 9, 2008, the Gaming Agent requested from the Slot Tech Supervisor a copy of the “In-Service Checklist” for the four machines set incorrectly. The next day the Agent again asked the Slot Tech Supervisor for the copies and he stated he would get them for her. On December 12, 2008, the Gaming Supervisor contacted the Vice President of Gaming Operations to inquire about the paperwork. The paperwork was given to the Agent that evening.

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/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 \$2,500 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 \$2,500 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

6.02.09

Date



Chris Leininger, General Manager
French Lick Resort • Casino

5/27/09

Date