

ORDER 2007-83

**IN RE SETTLEMENT AGREEMENT
FRENCH LICK RESORT • CASINO
07-FL-02**

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

APPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 13th DAY OF SEPTEMBER, 2007.

THE INDIANA GAMING COMMISSION:



William W. Barrett, Chair

ATTEST:



Tim Murphy, Vice Chair

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
FRENCH LICK RESORT•CASINO) **07-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 2-6-6(c)(7) states that the riverboat licensee shall perform a coin test to ensure that the electronic gaming device is communicating with the central computer system. If the electronic gaming device is not communicating with the central computer system, the electronic gaming device must be disabled.
2. 68 IAC 2-6-22 states that only those games specifically named in the Act and approved by the commission shall be permitted to play.
3. On March 15, 2007 a Slot Technician informed a Gaming Agent that a slot machine was in service after the coin test had been completed but before a Gaming Agent had approved it. The Slot Technician that had performed the coin test failed to put the machine out of service. The machine was on for approximately four hours before it was discovered.

COUNT II

4. Pursuant to 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.” Pursuant to 68 IAC 1-11-1(c), “[a] person under twenty-one (21) years of age shall not be present on a riverboat.”
5. On January 16, 2007 an under aged female was allowed to enter the casino. On April 27, 2007 two under aged males were allowed to enter the casino. This is the 1st, 2nd and 3rd time in the past six months.

COUNT III

6. 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.
7. On April 27, 2007 while performing a pit inspection, a Gaming Agent found two decks of cards in an unlocked drawer of the podium in pit two. After viewing the surveillance tapes, the video showed the cards in play at a Let It Ride table. When the table was closed the cards were inspected by a Dealer and Floor Supervisor. After the cards were counted another Floor Supervisor marked the cards and then placed them in the unlocked drawer.

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 (\$10,000 for Count I; \$9,000 for Count II; \$5,000 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.

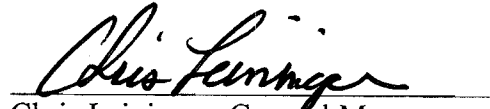
This Settlement Agreement shall be binding upon the Commission and French Lick.

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

9/13/07
Date



Chris Leininger, General Manager
French Lick Resort Casino

9/11/07
Date