

**ORDER 2011-180  
IN RE SETTLEMENT AGREEMENT  
FRENCH LICK RESORT CASINO  
11-FL-03**

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

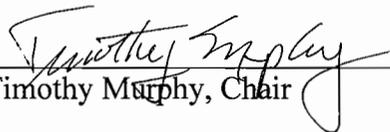
*Approves*

APPROVES OR DISAPPROVES

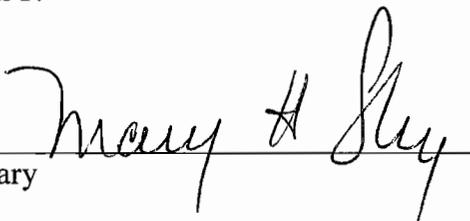
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 15th DAY OF SEPTEMBER, 2011.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Timothy Murphy, Chair

ATTEST:

  
\_\_\_\_\_  
Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>FRENCH LICK RESORT•CASINO</b>	)	<b>11-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**

1. 68 IAC 2-3-1(j) states the following employees shall obtain an occupational license, Level 2:
  - (1) Security personnel and surveillance personnel.
  - (2) Any employee of a riverboat gambling operation whose duties are performed on the riverboat and whose employment duties affect gaming.
  - (3) Any employee of a riverboat gambling operation whose duties are performed on or off the riverboat and whose employment duties affect the flow of money obtained as a direct result of gaming operations or other operations aboard the riverboat.
  - (4) Any employee of a riverboat gambling operation whose duties include accounting and auditing functions and whose duties relate to money obtained as a result of gaming or other operations aboard the riverboat.
  - (5) Any other employee of a riverboat gambling operation whom the commission deems necessary, to ensure compliance with the Act and this title, to hold an occupational license, Level 2.
  
2. On June 9, 2011 the VP of Casino Operations contacted the IGC Director of Compliance to inform her that several employees with a Level 3 license had access to a part of the computer system that required a Level 2 license. A Gaming Agent met with the VP of Casino Operations and the Regulatory Compliance Manager and was informed that the casino identified thirty five (35) employees having the access. Of the thirty five (35) employees only twenty (20) had accessed the system requiring a Level 2 license. In February of 2011 the casino was given approval to allow numerous employees to have their license status changed from a Level 3 to a Level 2 to be able to enter information regarding patrons. While all of the employees received training associated with entering the information, not all of them reported to the IGC Gaming office to change their license level. Once it was discovered by the casino that the employees were not

licensed correctly the employees' access was removed until they received a Level 2 license.

### **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 \$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

9.8.11

Date



Chris Leininger, General Manager  
French Lick Resort Casino

8/22/11

Date