

ORDER 2011-249
IN RE SETTLEMENT AGREEMENT
FRENCH LICK RESORT • CASINO
11-FL-04

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

Approves

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

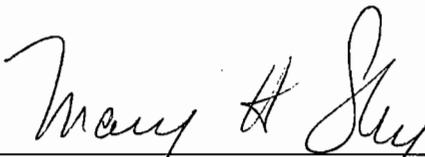
IT IS SO ORDERED THIS THE 10th DAY OF NOVEMBER, 2011.

THE INDIANA GAMING COMMISSION:



Timothy Murphy, Chair

ATTEST:



Mary Shy, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
FRENCH LICK RESORT•CASINO)	11-FL-04
)	

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. 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.
2. On July 17, 2011 a Gaming Agent was contacted by a Security Shift Supervisor regarding an underage person attempting to enter the casino. While investigating, the Agent discovered that the underage person had been allowed on the casino floor the previous night. The Security Officer at the turnstile looked at the identification and allowed the minor through the turnstile.
3. On July 24, 2011 a Gaming Agent was informed by a Slot Representative that she had escorted a couple, who was pushing a stroller, out of the casino. The man informed the Slot Representative that a two month old baby was inside the stroller. Surveillance review showed the Security Officer open the wheelchair access gate to allow the stroller through to the casino floor.

COUNT II

4. 68 IAC 15-6-1(c)(7) states "Vendor" means a person who is on the riverboat to supply the riverboat licensee with a good or service necessary for the conduct of the riverboat gambling operation.
5. 68 IAC 15-6-4(a) states the riverboat licensee's security department shall maintain a vendor and visitor log on forms prescribed or approved by the commission.

- (b) All vendors and visitors entitled to a tax-free pass must report to security to complete the vendor and visitor log and to obtain a badge. When the vendor or visitor leaves the riverboat, the vendor or visitor must complete the appropriate portion of the log.
 - (c) Vendors and visitors on board the riverboat with a tax-free pass may not participate in any of the gambling games.
 - (d) All vendors and visitors aboard the riverboat must wear, in a conspicuous location, a badge issued by the security department.
6. On August 29, 2011, two Gaming Agents were walking to the casino floor and noticed a gentleman walking in the back of the house without identification. Neither Agent recognized the man. The man was identified as a Diebold employee who was at the casino to work on an ATM and security had failed to give him a vendor's badge.

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 \$9,000 (\$7,500 for Count I and \$1,500 for Count II) 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 \$9,000 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

11.9.11
Date



Chris Leininger, General Manager
French Lick Resort • Casino

11/1/11
Date