

ORDER 2015-96
AN ORDER OF THE INDIANA GAMING COMMISSION
IN RE SETTLEMENT AGREEMENT
BLUE SKY CASINO, LLC d/b/a FRENCH LICK CASINO
15-FL-02

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

APPROVES

the proposed terms of the Settlement Agreement.

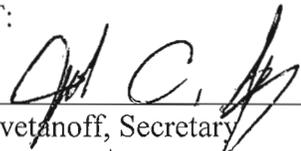
IT IS SO ORDERED THIS 18th DAY OF JUNE, 2015.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
FRENCH LICK RESORT•CASINO)	15-FL-02
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonzo 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 2-3-9.2 (b) states riverboat licensees must advise the enforcement agent, on a form prescribed or approved by the commission, when one (1) of the following events occurs with an occupational licensee:
(1) The occupational licensee’s employment with the riverboat licensee is terminated for any reason.
The forms must be submitted to the enforcement agent within fifteen (15) days of the occurrence of the change or action.
2. On March 9, 2015, a Gaming Agent was advised by the Gaming Supervisor that during an attempt to serve legal documents to an occupational licensee, he learned that the licensee had been walked off the casino. The Supervisor emailed an HR Generalist about the status of the licensee. The HR Generalist informed the Supervisor that the licensee and another licensee had been terminated on January 24, 2015. The terminations for both licensees were submitted to the Gaming Agents on March 9, 2015.

COUNT II

3. 68 IAC 15-6-2(a)(9)(E) states vendors who have completed the appropriate vendor log in accordance with section 4 of this rule are entitled to a tax-free pass and do not have to pass through the patron counting system when boarding the riverboat.
4. On February 24, 2015, a Gaming Agent was contacted by the Gaming Supervisor to investigate two vendors allowed on the casino floor without vendor badges. The Agent reviewed video and found that on February 21, 2015 a vendor,

escorted by a Facilities Supervisor, was allowed back of the house and on the casino floor without a vendor badge.

COUNT III

5. 68 IAC 15-1-2(6) states the purpose of the accounting records and procedures is to ensure that only authorized personnel have access to assets.
6. On March 22, 2015, a Surveillance Agent emailed the French Lick Surveillance Log for gaming day March 19, 2015. A Gaming Agent noted in the report that an F&B Assistant Manager was inside the table games Pit area for approximately an hour. The Agent interviewed a Dealer who was present while the F&B Assistant Manager was inside the Pit area. The Dealer stated that the F&B Assistant Manager was standing by his table when he announced a color up. The Dealer was unclear about who said "ok bring it in", but he waited for a verbal acknowledgement. The Dealer colored up the chips and announced the amount before dropping the chips in the token box. The F&B Assistant Manager said "go ahead". The Dealer stated that since the F&B Assistant Manager is part of management, he didn't want to assume that the F&B Assistant Manager didn't have the authority to tell him what to do. From September 20, 2006 to July 12, 2012 the F&B Assistant Manager was licensed as a Table Games Shift Manager. The Director of Table Games emailed the Table Games Shift Manager to notify them that the F&B Assistant Manager was not allowed inside the pit for any reason. Also the F&B Assistant Manager was told he was not allowed in the pits for any reason.

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.

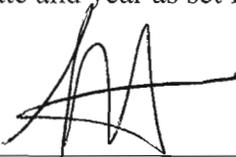
French Lick shall pay to the Commission a total of \$7,000 (\$4,000 for Count I; \$1,500 for Count II and \$1,500 for Count III) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to 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 \$7,000 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.

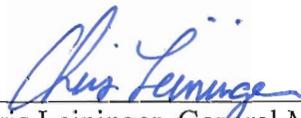
This Settlement Agreement shall be binding upon the Commission and French Lick.

IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date and year as set forth below.



Sara Gonzo Tait, Executive Director
Indiana Gaming Commission
6/18/15

Date



Chris Leininger, General Manager
French Lick Resort Casino
6/5/15

Date