

**ORDER 2011-117**  
**IN RE SETTLEMENT AGREEMENT**  
**FRENCH LICK RESORT? CASINO**  
**11-FL-02**

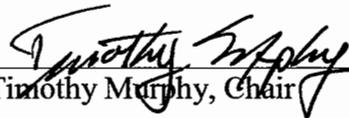
After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

Approves  
APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 2<sup>nd</sup> DAY OF JUNE, 2011.**

**THE INDIANA GAMING COMMISSION:**

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

ATTEST:

  
\_\_\_\_\_  
Marc Fine, 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-02</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**

**COUNT I**

1. 68 IAC 15-12-3 (a) states that live gaming device fills shall proceed in the following manner:
  - (4) Based on the information contained on the fill slip, the casino cashier shall prepare the proper denomination and amount of chips or tokens, or both, and sign the fill slip. The casino cashier shall sign the fill slip, summon a security officer, and present the chips or tokens, or both and the fill slip to the security officer.
  - (5) The security officer must verify the denomination and amount of chips or tokens, or both, match the amount on the fill slip. The security officer shall sign the fill slip after verifying the chips or tokens, or both, match the fill slip.
  - (8) The appropriate level of occupational licensee shall count the chips or tokens, or both, that are received as a live gaming device fill to ensure the denomination and amounts received match the amount and denomination reflected on the fill slip.
  - (9) If the amounts agree, the occupational licensee who counted the fill shall sign the fill slip. The pit supervisor or the equivalent shall also sign the fill slip. A copy of the fill slip or the original shall be inserted into the drop box of the live gaming device that received the fill. A copy of the fill slip or the original fill slip should be returned to the casino cage.
  - (10) If the amounts do not agree, the fill slip shall not be signed and the discrepancy shall be resolved in accordance with the policy and procedure submitted in accordance with 2(b)(8) of this rule. Surveillance shall be notified and the security officer shall return the chips or tokens, or both, and the fill slip to the casino cage.

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 Internal Control K-8 page 2 if a computerized Table Fill Slip received in the pit does not match the denomination and amount of gaming chips, or both, the slip will be signed by the dealer and supervisor and marked "VOID" with a brief description of the reason for the void. Surveillance will be notified immediately and advised that an incorrect fill has been received and is being returned to the Cage. Surveillance will immediately log the notification. At the Cage the voided slip will be forwarded to Revenue Audit and a new fill slip will be generated and the new fill slip and fill will then be delivered to the designated table.
3. On February 8, 2011 a Gaming Agent was notified by a Surveillance Tech regarding review of an improper table fill on January 28, 2011. The Agent reviewed surveillance coverage and found that an incorrect fill was prepared by a Cage Cashier and verified by a Security Officer. The incorrect fill was taken to the table game where a Floor Supervisor noted that the denominations were not correct. The fill was returned to the cage without the fill slip being voided and surveillance was not notified. The Cage Cashier replaced the incorrect chips with the correct chips and sent the chips back to the table game with the original fill slip. The Cage Cashier and the Security Officer were disciplined.

## **COUNT II**

4. 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.
5. On March 22, 2011 a Gaming Agent was contacted by the Director of Surveillance regarding an underage person in the casino. The Agent reviewed the surveillance coverage and found that the underage person was not asked for identification before entering the casino.

## **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.

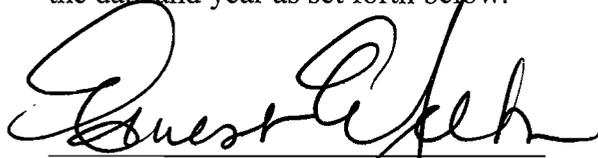
French Lick shall pay to the Commission a total of \$6,500 (\$5,000 for Count I and \$1,500 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings 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 \$6,500 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  
5.25.11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chris Leininger, General Manager  
French Lick Resort • Casino  
5/18/11  
\_\_\_\_\_  
Date