

**ORDER 2013-110  
IN RE SETTLEMENT AGREEMENT  
FRENCH LICK RESORT • CASINO  
13-FL-02**

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

**APPROVED**

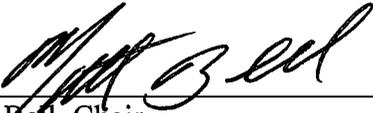
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APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 27th DAY OF JUNE, 2013.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Matt Bell, Chair

ATTEST:

  
\_\_\_\_\_  
Marc Fine, Vice-Chair

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 ) **SETTLEMENT**  
**FRENCH LICK RESORT•CASINO** ) **13-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 2-6-45(a) states the casino licensee shall submit rules of tournament play to the executive director at least thirty (30) days in advance of the commencement of the tournament or within a shorter time period as the executive director may designate.
2. 68 IAC 2-6-45(e) states the rules of tournament play shall be provided to the tournament players and members of the public who request a copy of the rules.
3. 68 IAC 2-6-43(b) states tournament play must be on machines that have been tested and approved in accordance with the rules and for which the tournament feature has been enabled.
4. On February 18, 2013 a Player Services Manager informed a Gaming Agent that a patron had pointed out a discrepancy in the listed rules for a Slot Tournament. The patron wished to speak to a Commission Agent. The patron showed the Agent the displayed rules for the tournament and in the Semi-Final Round #13 the rule stated that the patrons with the top 6 scores from each session will move on to the Final Round. The patron stated only the top 4 scores were taken and she was the 5<sup>th</sup> top score in one of the sessions. The patron explained rule #19 was also not followed. This rule stated in the event of a tie for the top positions in each session the patrons with the scores that tied will play in a three (3) minute playoff to determine who will go on to the next round. For the final round those whose scores would affect the payout will play in a three (3) minute playoff to determine the prize order. The patron told the Agent at the end of the third round there was a tie, but instead of doing a playoff as outlined in the posted rules, the casino instead allowed both patrons to advance to the Semi-Final Round. During

his investigation, the Agent found that the casino had followed the approved submission for the tournament; however the rules that were displayed for the patrons were not the same. The rules posted varied on several points with the approved submission. There was also a time limit requirement that was not posted. The Agent spoke to the Director of Slots and several Marketing employees and found there were numerous errors. First the wrong file was sent to the printer so the rules printed on the display were incorrect. Second the template written for the slot tournament would not allow for a playoff after the third session so the casino had to advance both patrons and finally the tournament was not submitted through the Commission's Electronic Gaming Device system; therefore the casino did not have the approval to place the slot machines into tournament mode. All the employees involved from both the Slot and Marketing Departments were counseled.

## COUNT II

5. 68 IAC 12-1-3(c)(13)(D)(ii)(DD) states digital video systems shall be equipped with hot swappable backup storage components, which will automatically resume recording in the event of failure of any single component of the storage system, such that the failure of any single component will not result in the loss of data from the storage system.
  
6. 68 IAC 12-1-5(c) states the surveillance system must provide an overall view of pit areas and gaming tables capable of clearly identifying the following:
  - (1) Dealers.
  - (2) Patrons.
  - (3) Hands of the participants.
  - (4) Facial views of the participants.
  - (5) Pit personnel.
  - (6) Activities of the pit personnel.
  - (7) The amount and incrementation of a progressive jackpot contained on a progressive jackpot display of a live gaming device.

(d) The playing surface of the live gaming devices must be viewed by the surveillance system with sufficient clarity to do the following:

  - (1) Determine the following:
    - (A) Wagers.
    - (B) Card values.
    - (C) Game results.
  - (2) Clearly observe, in detail, the following:
    - (A) Chip trays.
    - (B) Token holders.
    - (C) Cash receptacles.
    - (D) Tip boxes.
    - (E) Dice.
    - (F) Shuffle machines.
    - (G) Card shoes.

7. On February 27, 2013 a Gaming Agent was advised by a Surveillance Supervisor that a hot swap (replacing a device with a similar device while the computer system using it remains in operation) had been completed on several cameras in the casino. The hot swap did not function correctly and the cameras involved did not record any video for approximately 150 minutes. The Agent spoke to the Surveillance Supervisor who stated that he had performed a hot swap on 24 cameras and the swap appeared to work on the computer so he did not check the cameras at that time. At approximately 1445 hours the Supervisor asked the Surveillance Tech to pull up the cameras in the high limit area. When the camera was pulled up on the monitor the wrong camera was selected. The camera showed a completely different area of the casino. The Supervisor immediately went to place the cameras back into the original storage system. The Agent investigated the incident and found that after the hot swap was performed all of the cameras switched to the same camera in a different location in the casino. The Agent also confirmed the amount of time the cameras were not recording the correct areas and during that time there was gaming going on.

### **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 \$4,500 (\$2,000 for Count I and \$2,500 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 \$4,500 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.

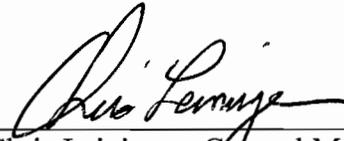
This Settlement Agreement shall be binding upon the Commission and French Lick.

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

6.26.13  
Date



Chris Leininger, General Manager  
French Lick Resort • Casino

6/19/13  
Date