

**ORDER 2016-242  
IN RE SETTLEMENT AGREEMENT  
FRENCH LICK RESORT • CASINO  
16-FL-03**

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

**APPROVED**

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APPROVES OR DISAPPROVES

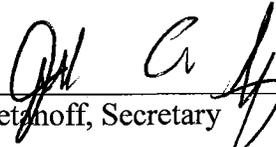
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 17<sup>th</sup> DAY OF NOVEMBER, 2016.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Cris Johnston, Chair

ATTEST:

  
\_\_\_\_\_  
Joseph Svetznoff, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 ) **SETTLEMENT**  
**FRENCH LICK RESORT•CASINO** ) **16-FL-03**  
 )

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso 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**

1. 68 IAC 15-13-2(a) states in accordance with 68 IAC 15-1-3, the casino licensee or casino license applicant shall submit policies and procedures covering manually paid jackpots.
2. French Lick Internal Control M-8, page 5, (7) states Slot personnel will then proceed to the Cage with the valid identification and Request for Jackpot form, Jackpot Slip or Manual Jackpot Slip and request the funds for the jackpot.
3. On September 12, 2016, a Gaming Agent was asked by the Gaming Supervisor to investigate a Revenue Audit Exception report where a patron’s signature was incorrect and the jackpot was processed under the wrong account. The Agent found that on September 5, 2016, a Slot Service Representative processed the jackpot with the information from the player’s card in the electronic gaming device instead of a valid identification from the patron, thus placing incorrect information on the W2G. The player’s card in the electronic gaming device did not belong to the patron who won the jackpot. The Slot Service Representative was disciplined.
4. On September 12, 2016, a Gaming Agent was asked by the Gaming Supervisor to investigate a Revenue Audit Exception report where a patron’s signature on a W2G did not match the name on the form. The Agent investigated and found that on August 28, 2016, a Slot Service Rep improperly paid out a jackpot since the signature on the W2G did not match the name on the form.
5. In both incidents the correct person was paid for the jackpot and the information used to complete the W2Gs was the spouse of the jackpot winner.

**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.

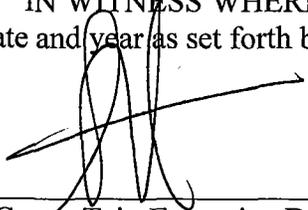
In consideration for the Commission foregoing disciplinary action based on the facts specifically described herein, French Lick shall pay to the Commission a total of \$5,000. This agreement extends only to those violations and findings of fact, specifically alleged herein. If the Commission subsequently 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 \$5,000 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.

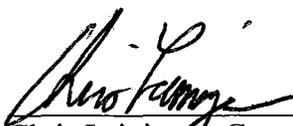
This Settlement Agreement shall be binding upon the Commission and French Lick.

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

  
\_\_\_\_\_  
Sara Gonso Tait, Executive Director  
Indiana Gaming Commission

\_\_\_\_\_  
Date

11/14/16

  
\_\_\_\_\_  
Chris Leininger, General Manager  
French Lick Resort • Casino

\_\_\_\_\_  
Date

11/03/16