

ORDER 2018-154

IN RE SETTLEMENT AGREEMENT

FRENCH LICK RESORT • CASINO

18-FL-03

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

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

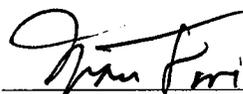
IT IS SO ORDERED THIS THE 13th DAY OF SEPTEMBER, 2018.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Marc Fine, Vice Chair

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
FRENCH LICK RESORT•CASINO) **18-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 enter into this settlement agreement (“Agreement”) 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 form must be submitted to the enforcement agent within fifteen (15) days of the occurrence of the change or action.
2. On June 6, 2018, an HR Generalist delivered termination paperwork for a bartender when the bartender's name appeared on the active list of annual renewals. The date of separation was August 17, 2017.

COUNT II

3. IC 4-33-9-12(a) states 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.
4. 68 IAC 1-11-1(c) states a person under twenty-one (21) years of age shall not be present in a casino.
5. On June 11, 2018, Security requested Gaming Agents to review an identification being presented at the casino entrance. The patron presented an Indiana Department of Corrections identification with a date of birth of December 8, 1988, indicating the patron was only 19 years old. The patron was denied entry when he said the date was incorrect.
6. Following this interaction, surveillance called Gaming Agents and advised that the underage person had been in the casino earlier in the day. Gaming Agents made contact with the underage person and he verified his age by showing an Illinois identification to

the Gaming Agents. A review of surveillance coverage showed the underage person present the Department of Corrections identification to a Security Officer at the casino entrance. The Security Officer asked the Lead Security Officer to review the identification. The underage person was allowed entrance.

COUNT III

7. 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.
8. 68 IAC 11-1-3(c)(4) states that no casino licensee or casino license applicant may use an internal control procedure unless the internal control procedure has been approved, in writing, by the executive director.
9. 68 IAC 13-1-1(b)(2) and (3) states the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe the licensee is not complying with licensure conditions or is not complying with this Act or this title.
10. French Lick's approved internal control procedures, M-8, describe the procedures for jackpot payouts for \$1,200 and above.
11. On May 17, 2018, Revenue Audit notified Gaming Agents that a W-2G had been processed for the incorrect patron on May 12, 2018. A review of surveillance coverage showed a female patron win the jackpot. The female patron was paid the jackpot. The W-2G was completed under a male patron's name since his player's card was in the electronic gaming device ("EGD") at the time of the jackpot. A new W-2G was sent to the correct patron.
12. On July 19, 2018, while observing in the surveillance room, a Gaming Agent was advised that Revenue Audit had requested a review to locate missing jackpot paperwork. Surveillance determined that a Security Supervisor placed the Revenue Audit copies of the Request for Jackpot paperwork and Jackpot slip in his suit jacket instead of placing them in the Revenue Audit box. The Security Officer left property with the paperwork. Approximately three and half hours later the Security Officer returned the paperwork to the property.
13. French Lick's approved internal control procedures, M-8, describe the procedures for credit meter payouts.
14. French Lick's approved internal control procedures, A-5, describes the procedures for TITO's and ticket issuance.
15. On May 23, 2018, a Slot Operations Manager notified Gaming Agents that a TITO ticket in excess of \$1,199.99 had been printed out of an EGD. The TITO had been presented to a Cage Cashier at the main cage. A review of the EGD determined that the machine

option setting was incorrect. The incorrect setting occurred on May 8, 2018, when a Slot Tech Supervisor cleared an error on the EGD.

16. On July 19, 2018, a Slot Tech Supervisor notified a Gaming Agent that an unknown patron played an electronic roulette station over the \$1,199.99 threshold. The patron was allowed to accrue credits of approximately \$1,400. The cash out limit was set correctly, however, the accumulated credits were set incorrectly.
17. 68 IAC 2-6-6(c) states if a casino licensee converts an electronic gaming device, the casino licensee must take the following steps: (5) The casino licensee shall do the following:...(B) Perform a coin test to ensure that the electronic gaming device is communicating with the central computer system. If the electronic gaming device is not communicating with the central computer system, the electronic gaming device must be disabled.
18. On July 11, 2018, a Gaming Agent was assisting a Slot Tech Supervisor with a replacement CPU that required a RAM clear. At the conclusion of this replacement and after all verifications were made, the Gaming Agent advised the Slot Tech Supervisor that the EGD would require a coin test. The Slot Tech Supervisor advised the EGD would be placed out of service and a coin test completed the next shift.

Approximately twenty (20) minutes later, the Slot Tech Supervisor notified Gaming Agents that a patron was playing the EGD. The patron was asked to discontinue his play. A review determined that the Slot Tech Supervisor did lock out the EGD, however, another Slot Supervisor placed the EGD back in service without a coin test.

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 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.

French Lick shall pay to the Commission a total of \$10,500 (\$1,000 for Count I, \$4,500 for Count II and \$5,000 and a corrective action plan for the Slot Department 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 in the findings above. If the Commission subsequently discovers facts that give rise to additional or separate violations, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in the findings above.

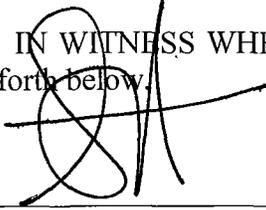
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by

the Commission, French Lick agrees to promptly remit payment in the amount of \$10,500 and shall waive all rights to further administrative or judicial review.

This 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 Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

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

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



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

9-13-18

Date



Chris Leininger, General Manager
French Lick Resort • Casino

9/2/18

Date