

ORDER 2018-213

IN RE SETTLEMENT AGREEMENT

**FRENCH LICK RESORT • CASINO
18-FL-04**

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

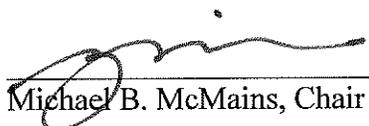
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

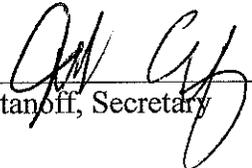
IT IS SO ORDERED THIS THE 6th DAY OF DECEMBER, 2018.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
FRENCH LICK RESORT•CASINO) **18-FL-04**
)

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 16-1-7 requires that internal control procedures be established for the computerized and manual issuance of markers.
2. French Lick’s approved internal control procedures, K-12, describe the procedures for table marker issuance.
3. On September 12, 2018, a Surveillance Supervisor notified a Gaming Agent that a Table Games Supervisor had issued a marker to a patron and failed to notify surveillance.
4. On October 12, 2018, a Surveillance Supervisor notified a Gaming Agent that a Table Games Supervisor had issued a marker to a patron and failed to notify surveillance.
5. 68 IAC 10-10-7(b) states after the cards are visually inspected by the players, the cards must be placed face down on the table and randomly intermixed so that the cards are no longer in sequential order.
6. French Lick’s approved internal control procedures, L-14, describe the procedures for Mini-Baccarat.
7. On October 23, 2018, a Surveillance Agent notified a Gaming Agent that a Dual Rate Dealer/Table Game Supervisor failed to wash the cards on a Mini-Baccarat table during the shuffling process. Surveillance also indicated that another Dual Rate Dealer/Table Games Supervisor had committed the same violation earlier in the night. A review of surveillance coverage determined that both Dual Rate Dealer/Table Game Supervisors had failed to wash the cards as part of the shuffling process on eleven (11) occasions.

COUNT II

8. 68 IAC 11-9-2(a) states the casino licensee or trustee shall submit to the executive director internal control procedures concerning the withholding of cash winnings from delinquent obligors in accordance with 68 IAC 11-1.
9. 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.
10. 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.
11. French Lick's approved internal controls, B-25, describe the procedures for the Child Support Arrears Delinquency Registry.
12. On September 25, 2018, a Gaming Agent audited the Child Support Arrears Delinquency Registry (CSADR). This audit covered the months of January 2018-October 2018. The results of this audit found fifteen (15) individuals were searched by an incorrect social security number and twenty-eight (28) individuals were not searched through the CSADR system at all.

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.

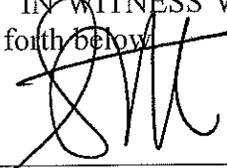
French Lick shall pay to the Commission a total of \$43,000 (\$3,000 for Count I and \$40,000 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged 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 \$43,000 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

12/6/18

Date



Chris Leininger, General Manager
French Lick Resort • Casino

12/3/18

Date