

ORDER 2019-49

IN RE SETTLEMENT AGREEMENT

**FRENCH LICK RESORT • CASINO
19-FL-01**

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

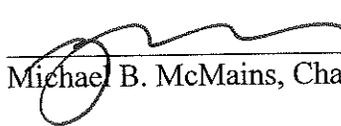
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

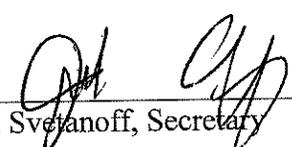
IT IS SO ORDERED THIS THE 8th DAY OF MARCH, 2019.

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)	19-FL-01
)	

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...which includes (1) A designation of those occupational licensees who are authorized to issue markers and a description of their duties.
2. French Lick’s approved internal control procedures, K-12, describe the procedures for table marker issuance.
3. On November 19, 2018, surveillance notified a Gaming Agent that a marker was issued to a patron without notification being provided to the Surveillance department. A Surveillance Agent overheard security radio traffic transporting a marker. Surveillance coverage confirmed that a marker was issued without notification to surveillance.
4. On November 21, 2018, surveillance notified a Gaming Agent that a marker was issued to a patron without notification being provided to the Surveillance department. A Surveillance Agent overheard security radio traffic transporting a marker. Surveillance coverage confirmed that a marker was issued without notification to surveillance. A second marker was issued to the same patron approximately six (6) minutes later once again without notification to surveillance.
5. On December 17, 2018, surveillance notified a Gaming Agent that a marker had been issued without notification to surveillance. Surveillance coverage confirmed that a marker was issued without notification to surveillance.

COUNT II

6. 68 IAC 14-3-4(d) states except for playing cards that are removed from play due to the possibility of tampering, all playing cards shall be canceled by one (1) of the following methods:
 - (1) Drilling a circular hole of at least one-fourth (1/4) inch through the center of each card in the deck.
 - (2) Shaving at least two (2) corners of each playing card so that each side is no longer at ninety (90) degree angles with each adjacent side.
 - (3) The cards are destroyed by shredding.
 - (4) Canceling the cards by any other method approved by the executive director.
 - (5) The cancellation of cards must be monitored by surveillance in accordance with 68 IAC 12-1-5.

7. French Lick's approved internal control procedures, K-16, describe the procedures for card, dice and layout control.

8. From June 2018 to late December 2018, Gaming Agents determined that French Lick had improperly cancelled numerous decks of playing cards. The un-cancelled playing cards were distributed to external entities.

9. 68 IAC 14-3-8(a) states each riverboat licensee must maintain a log in the pit area containing information about card and dice removal and transfer to the card and dice cancellation room. This log shall track the following information:
 - (1) The date of the removal and transfer.
 - (2) The number of decks of cards removed from play.
 - (3) The number of individual dice removed from play.
 - (4) Game from which the cards or dice were removed.
 - (5) The: (A) printed name; (B) signature; and (C) license number; of the pit manager responsible for removal.
 - (b) Each riverboat licensee must maintain a log in the card and dice cancellation room to track information about card and dice removal and cancellation. The following information shall be contained in that log:
 - (1) The date received in the cancellation room.
 - (2) The number of decks of cards received.
 - (3) The number of individual dice received.
 - (4) The: (A) printed name; (B) signature; and (C) occupational license number; of the occupational licensee accepting receipt of the cards or dice.
 - (5) The date of destruction.
 - (6) The number of decks of cards destroyed.
 - (7) The number of individual dice destroyed.
 - (8) The:
 - (A) printed name;
 - (B) signature; and
 - (C) occupational license number; of the individual responsible for destruction.
 - (9) An inventory of uncanceled cards and uncanceled dice in the cancellation room.

10. French Lick's approved internal control procedures, K-16, describe the procedures for card, dice and layout control.

11. On December 16, 2018, an Assistant Casino Manager notified Gaming Agents that a deck of playing cards was missing. The Gaming Agent reported to the table games pit and fourteen (14) decks of playing cards were laid out on the table. There should have been fifteen (15) decks of playing cards. In addition to the missing deck of playing cards, there were also eight (8) decks of playing cards that only had one (1) signature on the box.

The missing deck of playing cards was eventually located in the card and dice cancellation room with the previous gaming day's canceled cards. Further review discovered that the number of decks of playing cards on the cancellation log did not match the physical number of decks of playing cards that were present.

For the eight (8) decks of playing cards with only one (1) signature, the Table Games Supervisor was the only signature on each deck of playing cards. The Dealer did not sign off on the decks of playing cards prior to putting them in play.

12. On January 2, 2019, a Surveillance Supervisor notified a Gaming Agent that there was a playing card issue in the card and dice cancellation room. Four (4) decks of playing cards from gaming day December 31, 2018 were to be canceled when he noticed there was an error with the date written on them. A review of surveillance coverage confirmed that Table Games personnel did not follow proper verification procedures in identifying the incorrect date.

13. On January 7, 2019, Security notified Gaming Agents that two (2) decks of playing cards in the card and dice cancellation room only contained one signature. The inspecting Dealer did not sign off on either deck of playing cards.

14. On January 14, 2019, Security notified Gaming Agents that three (3) decks of playing cards in the card and dice cancellation room had the wrong dates on them.

15. On January 15, 2019, Security notified Gaming Agents that one (1) deck of playing cards in the card and dice cancellation room only had one (1) signature on them.

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.

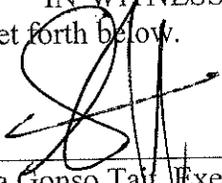
French Lick shall pay to the Commission a total of \$10,500 (\$3,000 for Count I and \$7,500 for Count II) and the submission of a corrective action plan for the proper handling, cancellation and verification of playing cards in consideration for the Commission foregoing disciplinary action based on 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.

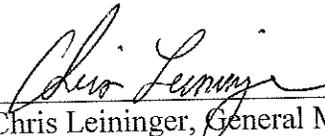
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



Sara Gonso Tall, Executive Director
Indiana Gaming Commission

Date

3/8/19



Chris Leininger, General Manager
French Lick Resort • Casino

Date

3/1/19