

ORDER 2012-49
IN RE SETTLEMENT AGREEMENT
FRENCH LICK RESORT•CASINO
12-FL-01

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

Approves
APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

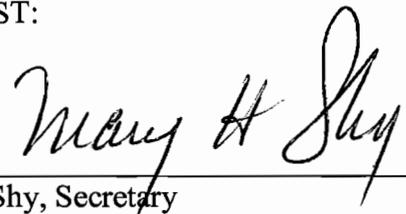
IT IS SO ORDERED THIS THE 15th DAY OF MARCH, 2012.

THE INDIANA GAMING COMMISSION:



Timothy Murphy, Chair

ATTEST:



Mary Shy, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
FRENCH LICK RESORT•CASINO)	12-FL-01
)	

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. Pursuant to IC 4-33-9-12 and 68 IAC 1-11-1(c), 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.
2. On September 9, 2011, a Gaming Agent was notified by a Security Officer that an underage person had been allowed on the casino floor. The Security Officer checked the underage person’s identification and let her enter the casino.

COUNT II

3. 68 IAC 11-1-6(b) states failure to comply with approved internal control procedures may result in the initiation of a disciplinary action. According to French Lick’s Internal Controls, D-6 (8), it states that Security will prevent guests and non-drop employees from entering the designated drop area while the bill validators are being collected.
4. On September 4, 2011, a Gaming Agent was contacted by Security Supervisor regarding a patron walking through the drop zone. A review of the surveillance coverage determined that the Security Officer was facing a bank of slot machines and did not see the male patron walk right by him. By the time the patron was noticed, he was well into the drop zone. Security stopped the patron but he was allowed to continue on to the restroom on the other side of the drop zone.
5. On September 10, 2011, a Gaming Agent was contacted by a Surveillance Supervisor regarding a patron walking through the drop zone. Upon review of the

surveillance coverage, it was determined that a Security Officer left her designated area. While she remained in the drop zone, she followed the drop team so closely that she was unable to secure all entrances and exits. Another Security Officer was stationed with the cart behind another bank of machines and was unable to see the patron approaching. By the time they noticed the patron, he had already exited the drop zone.

6. On September 17, 2011, a Gaming Agent was contacted by a Surveillance Supervisor regarding a patron walking through the drop zone. A review of surveillance coverage determined that a Security Officer was stationed at the drop cart at the front of the entrance to the high limit section. Two other Security Officers were standing at the entrance. One of those Security Officers was facing away from the high limit entrance and did not see the male patron approach him from behind. The Security Officer engaged in conversation with the patron and let him proceed to the high limit bar. Security did not notify surveillance or IGC about this violation.
7. On September 24, 2011, a Gaming Agent was contacted by a Surveillance Supervisor regarding a patron walking through the drop zone. Two Security Officers were standing in their designated areas, however, they failed to stop a female patron from walking through the drop zone. The patron walked in front of one Security Officer and to the right of the second Security Officer. By the time the patron was noticed, she had exited the drop zone.

COUNT III

9. 68 IAC 15-6-4(a) states the riverboat licensee's security department shall maintain a vendor and visitor log on forms prescribed or approved by the commission.
 - (b) All vendors and visitors entitled to a tax-free pass must report to security to complete the vendor and visitor log and to obtain a badge. When the vendor or visitor leaves the riverboat, the vendor or visitor must complete the appropriate portion of the log.
 - (c) Vendors and visitors on board the riverboat with a tax-free pass may not participate in any of the gambling games.
 - (d) All vendors and visitors aboard the riverboat must wear, in a conspicuous location, a badge issued by the security department.
8. On October 11, 2011, Gaming Agents were notified by Surveillance that members of the Marketing team had escorted a vendor through the turnstiles to the employee area of the casino. At that time, the Surveillance Director stopped them in the upstairs employee hallway and informed them that they needed to go to the employee entrance and have a vendor badge issued.

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 \$15,500 (\$6,000 for Count I; \$8,000 for Count II; and \$1,500 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 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 \$15,500 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

3.6.12

Date



Chris Leininger, General Manager
French Lick Resort • Casino

3/1/12

Date