

ORDER 2009-52
IN RE SETTLEMENT AGREEMENT
FRENCH LICK RESORT • CASINO
09-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 19th DAY OF MARCH, 2009.

THE INDIANA GAMING COMMISSION:



Timothy Murphy, Chair

ATTEST:



Thomas Swihart, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
FRENCH LICK RESORT•CASINO)	09-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

1. 68 IAC 11-3-5(6) states the live gaming device or bill validator drop box that was removed shall be placed in the drop box storage cart for transportation to the soft count room.
2. 68 IAC 11-3-6 (c)(2) states that the drop box shall be opened by the appropriate soft count team member, and the entire contents of the drop box shall be emptied onto the soft count table.
3. On October 12, 2008, a Gaming Agent was contacted by a Surveillance Supervisor that two hot BV boxes were found on the casino floor and both contained cash. Upon review of the soft count surveillance coverage from October 10, 2008, a Count Room Attendant pulled the hot BV boxes from the storage cart in the soft count room. The BV boxes were removed from the cart and the Count Room Attendants started to replace them with empty BV boxes. When they realized that not all of the BV boxes had been processed, they pulled them from the shelf for a second time. The cold BV boxes were placed on the floor in front of the cart. The two hot BV boxes were handed to another Count Room Attendant who placed them on the floor with the cold BV boxes rather than on the table with the other hot boxes. The two hot BV boxes ended up back on the cart with the cold boxes. The two hot boxes were placed on the floor prior to the drop. The hot BV boxes were on the floor for approximately two hours and forty-five minutes.

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 Riverboat Gambling Act, Title 68

of the Indiana Administrative Code 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 \$3,000 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 \$3,000 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.

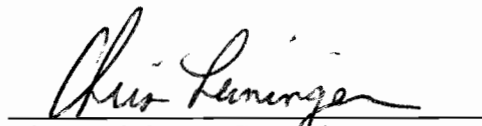
This Settlement Agreement shall be binding upon the Commission and French Lick.

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



Ernest E. Yelton, Executive Director
Indiana Gaming Commission

3.18.09
Date



Chris Leininger, General Manager
French Lick Resort • Casino

3/2/09
Date