

**ORDER 2022-215  
IN RE SETTLEMENT AGREEMENT**

**BLUE SKY CASINO, LLC d/b/a FRENCH LICK RESORT  
22-FL-04**

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

**APPROVED**

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APPROVES OR DISAPPROVES

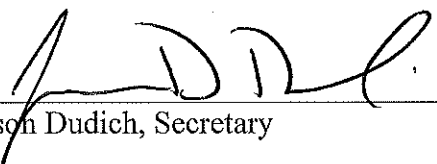
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 15<sup>th</sup> DAY OF DECEMBER 2022.**

**THE INDIANA GAMING COMMISSION:**

  
Milton O. Thompson, Chair

ATTEST:

  
Jason Dudich, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>BLUE SKY CASINO, LLC d/b/a</b>	)	<b>22-FL-04</b>
<b>FRENCH LICK RESORT•CASINO</b>	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and Blue Sky Casino, LLC d/b/a French Lick Resort•Casino (“French Lick”), (collectively, the “Parties”) desire to enter into this settlement agreement (“Agreement”) 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. IC 4-33-9-12(a) provides 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. 68 IAC 1-11-1(c) provides a person under twenty-one (21) years of age shall not be present in a casino.
3. On October 14, 2022, Security notified Gaming Agents that there was a possible counterfeit identification at the turnstiles. The Gaming Agent reported to the turnstiles to talk to the patron. After speaking with the patron, another Security Supervisor advised that another male patron had entered the casino right before this patron. The patron at the turnstiles confirmed he was with another male. The Gaming Agent requested that the patron call his friend and ask him to return to the turnstiles. The patron confirmed that he had a fake identification and did not have his real identification on him. The Gaming Agent confirmed with the Indiana State Police that the patron was nineteen (19) years of age.
4. A review of surveillance coverage determined that the male patron presented an identification to the Security Officer at the turnstiles and the Security Officer scanned it through Veridocs. The Security Officer scanned the identification on two (2) occasions and both times the identification fails to validate. The Security Officer allowed the underage male patron to enter the casino floor despite the fact that the identification failed Veridocs.

**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, IC 4-38, 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 \$1,500 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in the Findings of Fact contained in 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 \$1,500 and 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.

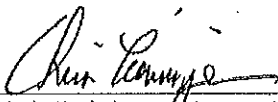
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

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.

  
\_\_\_\_\_  
Greg Small, Executive Director  
Indiana Gaming Commission

12/14/2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chris Leininger, General Manager  
Blue Sky Casino, LLC

12/6/22  
\_\_\_\_\_  
Date