

**ORDER 2019-243  
IN RE SETTLEMENT AGREEMENT**

**FRENCH LICK RESORT CASINO  
19-FL-05**

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

**APPROVED**

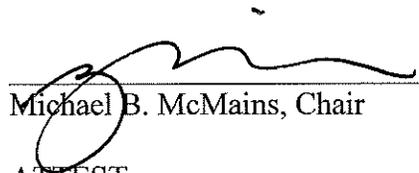
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APPROVES OR DISAPPROVES

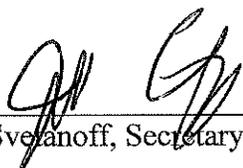
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 17<sup>th</sup> DAY OF DECEMBER, 2019.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Michael B. McMains, Chair

ATTEST:

  
\_\_\_\_\_  
Joseph Sveranoff, 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>FRENCH LICK RESORT • CASINO</b>	)	<b>19-FL-05</b>
	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait 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. 68 IAC 15-9-3(a)(1) provides that the casino licensee or operating agent must establish policies and procedures in connection with the removal, collection, and counting of the tip box contents for subsequent distribution to gaming occupational licensees. These policies and procedures must include, at a minimum, the following: (1) Tip boxes must be dropped and counted at the end of each day. Surveillance must be notified before the emptying of any tip boxes.
2. French Lick’s approved internal control procedures, K-14, describe the procedures for Dealer Gratuities.
3. On September 2, 2019, Surveillance notified Gaming Agents that Security failed to notify Surveillance prior to beginning the dealer gratuity (toke) drop.
4. On September 12, 2019, Surveillance notified Gaming Agents that Security failed to notify Surveillance prior to beginning the dealer gratuity (toke) drop.
5. 68 IAC 11-1-3(c)(4) provides 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.
6. 68 IAC 13-1-1(b)(2) and (3) provides 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.
7. French Lick’s approved internal controls, N-3, describe the procedures for the sports wagering kiosks, including the drop and reconciliation of the kiosks.

8. On September 11, 2019, Surveillance notified Gaming Agents that Security began the drop of the sports wagering kiosks prior to notifying Surveillance.
9. French Lick's approved internal controls, K-12 - Table Marker Issuance, describe the procedures for issuing table markers.
10. On September 22, 2019, Surveillance notified Gaming Agents that a Table Games Supervisor failed to notify Surveillance before issuing a marker at a blackjack table.
11. 68 IAC 15-2-3(a) provides that the casino licensee shall be required to maintain a log for the purpose of recording aggregated cash transactions in excess of three thousand dollars (\$3,000). The casino licensee shall require coordination between the pits, slots, cashiers, cages, redemption centers, and other appropriate areas to ensure all transactions in excess of three thousand dollars (\$3,000) are recorded.
12. 68 IAC 15-2-3 (b) and (c)(8) provides that the employee witnessing the transaction is responsible for completing the log and a photograph of the patron shall be taken during the first transaction of the day involving that patron.
13. 68 IAC 15-2-5 provides, in relevant part, that the casino licensee shall establish policies and procedures for the notification of surveillance prior to completing a currency transaction report. The procedures shall include, at a minimum, the following:
  - (1) The window cashier, pit boss, table games shift manager, or table games manager must notify surveillance.
  - (2) Surveillance shall take a photograph of the patron from the surveillance camera.
  - (3) Prior to the completion of the transaction, surveillance shall notify the window cashier, pit boss, table games shift manager, or table games manager that it has an acceptable photograph...
14. French Lick's approved internal control procedures, E-2, describe the procedure for Title 31 reporting and photograph requirements.

**On September 25, 2019, Surveillance notified Gaming Agents that a Cage Cashier failed to request a photograph from Surveillance prior to completing a \$6,000 transaction payment on a marker.**

**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 \$5,000 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

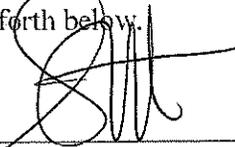
and findings of fact specifically alleged in the findings above. If the Commission subsequently discovers facts that give rise to additional or separate violations, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in the findings above.

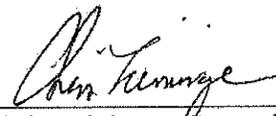
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, French Lick agrees to promptly remit payment in the amount of \$5,000 and shall waive all rights to further administrative 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  
12/13/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chris Leininger, General Manager  
Blue Sky Casino, LLC  
12/9/19  
\_\_\_\_\_  
Date