

**ORDER 2023-76  
IN RE SETTLEMENT AGREEMENT**

**BLUE SKY CASINO, LLC d/b/a  
FRENCH LICK RESORT • CASINO  
23-FL-02**

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

**APPROVED**

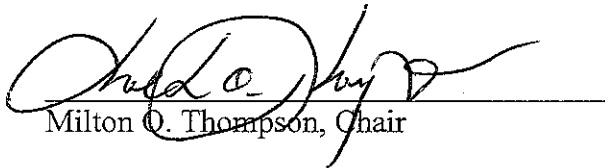
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APPROVES OR DISAPPROVES

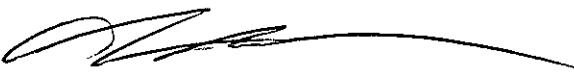
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 15<sup>th</sup> DAY OF JUNE, 2023.**

**THE INDIANA GAMING COMMISSION:**

  
Milton O. Thompson, Chair

ATTEST:

  
Charles Cohen, Commissioner

**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>23-FL-02</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. 68 IAC 15-2-3(a) provides 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.
2. 68 IAC 15-2-3(c)(8) provides the log shall include, a photograph of the patron to be taken during the first transaction of the day involving that patron
3. French Lick’s approved internal controls, E-2, describes the procedures for photograph requirements.
4. On January 4, 2023, Surveillance notified a Gaming Agent that there was a violation of the Title 31 photograph requirements. A patron exceeded the multiple transaction log (“MTL”) threshold of \$3,000 at 7:47 p.m., however, Surveillance was not notified until 12:05 a.m., approximately four (4) hours and eighteen (18) minutes later. A Table Games Supervisor failed to notify surveillance for a photo at the time the threshold was met.
5. On February 17, 2023, Surveillance notified a Gaming Agent that a Table Games Supervisor failed to request a phone from Surveillance when a patron met the MTL threshold when the patron had a total buy-in of \$3,500 on the gaming day of February 10, 2023.

**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 \$3,000 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 \$3,000 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.

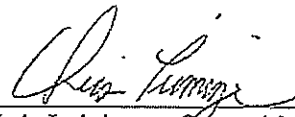
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by 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

6/6/2023  
\_\_\_\_\_  
Date

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

5/31/23  
\_\_\_\_\_  
Date