

STATE OF INDIANA
INDIANA GAMING COMMISSION

IN RE THE MATTER OF:) SETTLEMENT
BLUE SKY CASINO, LLC d/b/a) 25-FL-02
FRENCH LICK RESORT•CASINO)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Joe B. Hoage 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 May 24, 2025, a Security Supervisor notified Gaming Agents about a possible fake identification "ID". While the Security Supervisor was conducting a review of failed ID's, Veridocs, the system used to scan ID's at the turnstiles, reported that a Wisconsin ID had failed six (6) times on May 23, 2025, but the patron was allowed to enter.
4. A review of surveillance coverage determined that the underage person entered the casino with an unidentified older male. The underage person was allowed onto the casino floor after the ID failed six (6) times. A Security Supervisor was requested to review the ID, and the ID was compared to a reference manual. The Security Supervisor subsequently allowed the underage person to enter the casino. The underage person gambled on five (5) EGD's and left. Gaming Agents were able to confirm with Indiana State Police that this patron was underage.
5. On June 21, 2025, a Security Officer stopped an underage patron, using a fake ID, from entering the gaming area. A subsequent investigation determined that this patron was allowed into the casino earlier in the day.
6. A review of surveillance coverage determined that the underage person had entered the casino earlier in the day with an older male. The Security Officer scanned the ID through Veridocs, however, the ID failed due to the barcode format. The Security Officer reviewed the fake ID but still allowed the underage person to enter the casino floor. The underage person gambled several electronic gaming devices.

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 \$4,500 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.

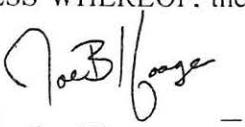
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, French Lick agrees to promptly remit payment in the amount of \$4,500 and waive all rights to further administrative 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.

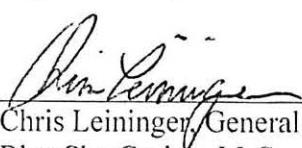
This Agreement shall be binding upon the Commission and French Lick.

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


Joe B. Hoage, Executive Director
Indiana Gaming Commission

8/27/25

Date


Chris Leininger, General Manager
Blue Sky Casino, LLC

8/27/25

Date