

**ORDER 2024-164
IN RE SETTLEMENT AGREEMENT**

**BLUE SKY CASINO, LLC.
d/b/a FRENCH LICK RESORT • CASINO
24-FL-03**

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

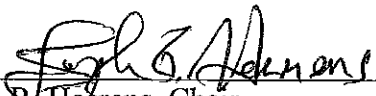
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 19th DAY OF DECEMBER, 2024.

THE INDIANA GAMING COMMISSION:



Joseph R. Heerens, Chair

ATTEST:



Michael E. Williams, Commissioner

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
BLUE SKY CASINO, LLC d/b/a)	24-FL-03
FRENCH LICK RESORT • CASINO)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Dennis Mullen 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 1-11-1(c) provides a person under twenty-one (21) years of age shall not be present in a casino.
2. 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.
3. French Lick’s approved internal control procedures, I-4, describe Prohibited Guests.
4. French Lick’s approved internal control procedures, I-1, describe Turnstile Duties for Security.
5. On June 30, 2024, while conducting a criminal investigation of an underage person attempting to use a fake identification (“ID”) to enter the casino with their father, Gaming Agents determined that the underage person had previously entered the casino on June 26, 2024. A review of surveillance coverage discovered that the underage person entered the casino with her father. Security checked the underage person’s bag and sent her through the metal detector, but they failed to check her ID.
6. On June 29, 2024, Security notified Gaming Agents in reference to a possible underage person being on the casino floor. During the timeframe the underage person entered the casino, there appeared to be an issue with the casino’s Veridocs system which caused several ID’s to not authenticate. Patrons were allowed to enter the casino even if their ID failed to authenticate. At a later time, a Security Supervisor would review the ID’s that did not authenticate and determine if the IDs should be more closely examined. Upon review of the underage person’s failed authentication, the Security Supervisor determined that the ID the underage person used seemed suspicious.
7. Upon further investigation, the Gaming Agents determined that the underage person presented a fake ID. Gaming Agents located the underage person on the casino floor and

requested her ID. The underage person provided the fraudulent ID to Gaming Agents who immediately determined the ID was a fake due to the flimsiness and overall feel of the ID. Upon request for her real ID, the underage presented it to the Gaming Agents and they confirmed she was in fact underage. Security Officers at the turnstiles should have identified the fake ID by physical examination prior to letting the underage person access the casino floor.

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.

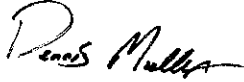
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, French Lick agrees to promptly remit payment in the amount of \$4,500 and waive all rights to further administrative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

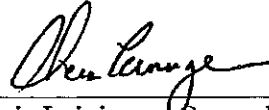
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



Dennis Mullen, Executive Director
Indiana Gaming Commission

12/4/24

Date



Chris Leininger, General Manager
Blue Sky Casino, LLC

11/22/24

Date