

**ORDER 2024-83  
IN RE SETTLEMENT AGREEMENT**

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

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

**APPROVED**

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APPROVES OR DISAPPROVES

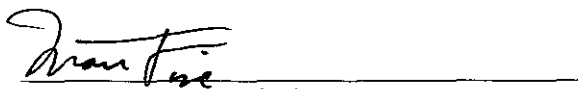
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 20th DAY OF JUNE 2024.**

**THE INDIANA GAMING COMMISSION:**

  
Milton O. Thompson, Chair

ATTEST:

  
Marc Fine, 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>24-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**

**COUNT I**

1. 68 IAC 11-7-1(b) provides for the purposes of this rule, “sensitive keys” means keys that either management or the commission considers sensitive to the casino licensee’s operation and therefore require strict control over custody and issuance.
2. 68 IAC 11-7-3(b) provides that sensitive keys shall be returned to custody and signed in by the same occupational licensee they were issued to unless there is a documented change of shift.
3. 68 IAC 1-5-1(1) provides a casino licensee shall provide written notice to the Executive Director as soon as the casino licensee become aware of a violation or apparent violation of a rule of the commission by any of the following: (A) The casino or supplier licensee, (B) A substantial owner, key person, or employee of the casino or supplier licensee, or (C) A person acting, or authorized to act, on behalf of or in furtherance of the interests of the casino or supplier licensee or an affiliate of the licensee.
4. On February 5, 2024, a Security Supervisor notified a Gaming Agent that a Casino Slot Rep had left the property with a set of sensitive keys. The set of keys contained a Slot Machine Main Door Key, a Slot Machine Jackpot Reset Key, a Slot Machine Aristocrat Barrel Reset Key, an Interblock Tab Key, and a Slot Machine Belly Door key. The keys were off the property for approximately sixteen (16) minutes. A review of surveillance coverage confirmed this information. Upon further investigation, it was discovered that no alarms were triggered when the employee exited with the keys.
5. On February 11, 2024, a Security Supervisor/EMT notified a Gaming Agent that a set of sensitive keys was missing from the Cage Key Tracker. The Security Supervisor/EMT provided that a Count Room Attendant had left the sensitive keys on a desk in the cage

office. The key tracker set off an alarm, alerting Security that the set of keys had been removed for more than the allotted time. A Locksmith/Security Manager located the keys on the desk and returned them to the key tracker box.

6. During the investigation, the Gaming Agent spoke to a Main Banker who acknowledged that she was aware that the missing keys were on the desk in the cage office, however, the Main Banker advised that she was unable to return them, as the Count Room Attendant who checked the keys out was the only person able to return them to the key box. Security and Surveillance advised that the Main Banker did not report the key violation and only became aware of the violation when the key alarm went off. The set of keys contained a Bill Validator Collection Cart key and a Table Games Drop Box Cart Key.
7. On March 26, 2024, Surveillance notified a Gaming Agent that a Count Room Attendant left a set of sensitive keys on top of a drop cart in the mantrap. The set of keys contained a key for drop cart locks and a key for the Interblock Tab Key Fob. The keys remained in the mantrap for thirty-nine (39) minutes and were not in the possession of any individuals during this time.

## **COUNT II**

8. 68 IAC 15-12-3(a) provides the requirements for live gaming device fills.
9. French Lick Resort Casino's approved internal controls, K-8, provides the procedures for table fills and credits.
10. On March 8, 2024, Surveillance notified a Gaming Agent that an incorrect live gaming device fill had occurred. The Security Officer transported the live gaming device fill to the wrong table. The Dealer and Table Games Supervisor accepted the fill.

## **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 \$5,000 (\$3,500 for Count I and \$1,500 for Count II) 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 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

5/29/24

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Date



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Chris Leininger, General Manager  
Blue Sky Casino, LLC

5/29/24

\_\_\_\_\_  
Date