

**ORDER 2026-099
IN RE SETTLEMENT AGREEMENT**

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

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



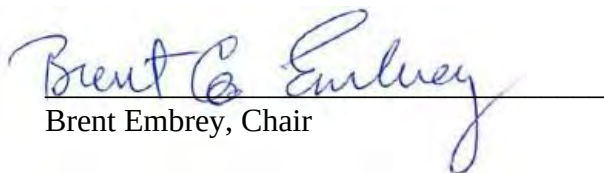
APPROVED

APPROVES OR DISAPPROVES

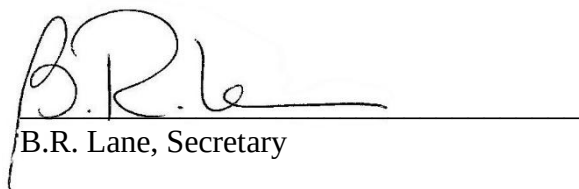
the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 24th DAY OF SEPTEMBER, 2026.

THE INDIANA GAMING COMMISSION:


Brent Embrey, Chair

ATTEST:


B.R. Lane, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:	)	
	)	SETTLEMENT
BLUE SKY CASINO, LLC d/b/a	)	26-FL-03
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

COUNT I

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 1, 2026, Security notified Gaming Agents that a patron entered the casino and the ID used may be fake. The ID had been dropped into Veridocs twice and had failed both times. Security Officer thought the patron looked of age and allowed entry.

A review of Surveillance footage shows that the minor entered the casino at 10:31 p.m. on May 1, 2026. The ID presented was flagged twice by Veridocs, however the Security Officer allowed entry. The minor did not game while in the casino, but did consume one (1) alcoholic beverage. The minor was on the floor for approximately twenty-two minutes.

4. On June 6, 2026, Security notified Gaming Agents that an underaged person had been allowed to enter the casino six times. Security was conducting a review of ID's that had failed Veridocs.

A review of surveillance footage shows that the minor entered the casino at 9:25 p.m. on June 6, 2026. The ID presented was flagged twice by Veridocs, however, the Security Officer allowed entry. The minor did not game while in the casino but did consume three alcoholic beverages.

COUNT II

1. 68 IAC 15-12-4(3) provides that Surveillance shall be notified that a live gaming device credit is being processed.
2. French Lick's approved internal control, section J-10, provides the requirements for computerized table credits.
3. On April 10, 2026, Gaming Agents were notified by Surveillance that a Security Officer failed to contact Surveillance before leaving the Employee Service window with a table credit. A review of the surveillance footage showed the security officer receiving paperwork and a carrier from the cage, exiting the Employee Service window, delivering the paperwork to the table, receiving it back, and returning to the Employee Service window with the table credit. No notification to Surveillance occurred during the transport.

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 \$5,500 (\$4,500 for Count I and \$1,000 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.

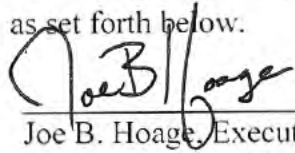
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, French Lick agrees to promptly remit payment in the amount of \$5,500 and waive all rights to further administrative 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.

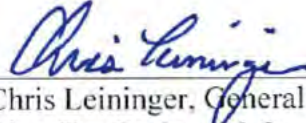
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



Joe B. Hoage, Executive Director
Indiana Gaming Commission

9/16/2026

Date



Chris Leininger, General Manager
Blue Sky Casino, LLC

9/1/26

Date