

**ORDER 2021-161
IN RE SETTLEMENT AGREEMENT**

**BLUE SKY CASINO, LLC d/b/a
FRENCH LICK RESORT • CASINO
21-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.

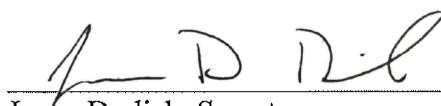
IT IS SO ORDERED THIS THE 29th DAY OF SEPTEMBER, 2021.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
BLUE SKY CASINO, LLC d/b/a)	21-FL-03
FRENCH LICK RESORT•CASINO)	

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 11-9-2(a) provides the casino licensee or trustee shall submit to the executive director internal control procedures concerning the withholding of cash winnings from delinquent obligors in accordance with 68 IAC 11-1.
2. 68 IAC 11-1-3(c)(4) provides that no casino licensee or casino license applicant may use an internal control procedure unless the internal control procedure has been approved, in writing, by the executive director.
3. French Lick’s approved internal control procedures, B-25, describe the procedures for child support delinquency reporting.
4. Gaming Agent’s audited the Child Support Arrears Delinquency Registry (“CSADR”) for June 2021. The results of this audit found one (1) individual was not searched through the CSADR system at the time a taxable jackpot was won.

COUNT II

5. 68 IAC 15-9-1(d)(4) provides the casino licensee shall establish policies for the acceptance of tips and gratuities for gaming occupational licensees and nongaming employees. These policies shall include, at a minimum, that no portion of a winning tip bet is allowed to remain in action. All tip bets won shall be shown to the surveillance camera and then immediately placed in the tip box by the dealer.
6. French Lick’s approved internal control procedures, K-14, describes the procedures for acceptance of tips.

7. On May 5, 2021, a Table Games Manager notified Gaming Agents that Dealers might be pressing their wagers at a craps table, meaning they were adding to their wagers after a win. A Dual Rate Table Games Supervisor reported this to the Table Games Manager since he was not comfortable with what had taken place at the table.
8. A surveillance review was conducted and there were three (3) incidents where a token wager was pressed. A Casino Manager interviewed the employees involved. A Dealer admitted to making statements that influenced a player to press wagers which would have allowed for the change of higher gratuity for Dealers. A Dual Rate Table Games Supervisor admitted to increasing wagers at a player's request after being influenced by the Dealer. Another Dual Rate Table Games Supervisor, who was acting as a Box Person, admitted to not reporting the violation or stopping the comments or actions from occurring.
9. 68 IAC 15-12-3(a) provides the requirements for live gaming device fills including the requirement that surveillance shall be notified that a live gaming device fill is being processed.
10. On July 14, 2021, Surveillance notified Gaming Agents of a table fill error. A table fill was delivered to an incorrect table, and it was accepted.

COUNT III

11. 68 IAC 15-13-2 provides the casino shall submit policies and procedures for manually paid jackpots.
12. French Lick's approved internal control procedures, M-8, describes the procedures for jackpot payouts.
13. On June 11, 2021, Surveillance notified Gaming Agents that a jackpot was paid without surveillance being notified by the Slot Service Representative.
14. 68 IAC 15-2-5 states the casino licensee shall establish policies and procedures for the notification of surveillance prior to completing a currency transaction report. The procedures shall include, at a minimum, the following:
 - (1) The window cashier, pit boss, table games shift manager, or table games manager must notify surveillance.
 - (2) Surveillance shall take a photograph of the patron from the surveillance camera.
 - (3) Prior to the completion of the transaction, surveillance shall notify the window cashier, pit boss, table games shift manager, or table games manager that it has an acceptable photograph.
15. On June 1, 2021, Surveillance notified Gaming Agents that a Cage Cashier did not request a multiple transaction level photo from surveillance while conducting a cash advance for \$3,000.

COUNT IV

16. 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.
17. 68 IAC 1-11-1(c) provides a person under twenty-one (21) years of age shall not be present in a casino.
18. On May 14, 2021, Surveillance notified a Gaming Agent that a patron had presented a Connecticut driver's license at the casino entrance. Surveillance observed that the Security Officer ran the identification through Veridocs, where it failed four (4) times indicating there was an issue with the validity of the license; but, the patron was still allowed on the casino floor. The Gaming Agent interviewed the patron who admitted to using a fake identification at the casino entrance because he was only twenty (20) years old.

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 \$9,000 (\$1,000 for Count I, \$4,500 for Count II, \$2,000 for Count III and \$1,500 for Count IV) 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 \$9,000 and waive all rights to further administrative or judicial review.

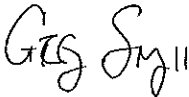
This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or 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

9/28/21

Date



Chris Leininger, General Manager
Blue Sky Casino, LLC

9/17/21

Date