

**ORDER 2009-155  
IN RE SETTLEMENT AGREEMENT**

**BLUE CHIP CASINO, LLC  
09-BC-03**

After reviewing the attached Settlement Agreement, the Indiana Gaming Commission hereby:

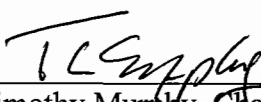
Approves

APPROVES OR DISAPPROVES

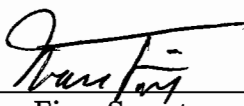
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 17<sup>th</sup> DAY OF SEPTEMBER, 2009.**

**THE INDIANA GAMING COMMISSION:**

  
Timothy Murphy, Chair

ATTEST:

  
Marc Fine, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>BLUE CHIP CASINO, LLC</b>	)	<b>09-BC-03</b>
	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and Blue Chip Casino, LLC (“Blue Chip”) (collectively, the “Parties”) desire to settle this matter 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 14-3-5 (a) states that all dice or playing cards that are not being utilized at a live gaming device shall be kept in locked compartments.
2. On May 2, 2009, a Gaming Agent observed twenty-two (22) decks of cards left on top of a pit stand. A Floor Supervisor and a Dual Rate Pit Manager informed the Agent that the cards had been left there because they needed to be counted down. The Dual Rate Pit Manager also stated that the cards are normally stored in a locked compartment in the pit stand and that she had not stored the cards there to avoid confusion with new decks which are eligible for play.

**COUNT II**

3. 68 IAC 11-1-6(b) states failure to comply with approved internal control procedures may result in the initiation of a disciplinary action. According to Blue Chip’s internal control L-7.9 if the Soft Count Transfer Slip is erroneous, it shall be voided and a new Soft Count Transfer Slip shall be created with the appropriate signatures. Any voided copy of the Soft Count Transfer Slip shall be retained and attached to the completed and signed copy of the transfer slip.
4. On April 6, 2009, a Surveillance Agent noted on the Surveillance log that he saw the Count Room Supervisor tear up three transfer slips that were incorrectly filled out. Each time the torn up slips were thrown in the trash.

### **COUNT III**

5. 68 IAC 11-1-6(b) states failure to comply with approved internal control procedures may result in the initiation of a disciplinary action. According to Blue Chip's internal control NPR-6.2 even exchanges must be taken to the cage and returned by a brush person or a card room shift supervisor with security escort.
6. On April 29, 2009, during the review of surveillance incident reports, the Director of Surveillance, noted information regarding an improper chip exchange. A table fill was taken to Poker Table 604 where the chips were broken down and verified by the dealer. The dealer then placed \$50 in white chips in the chip tray and the remaining chips in the float. The Poker Brush person picked up the chip tray with the \$50 in white chips and took it to Poker Table 606 where the dealer broke down the chips, verified them and placed them in the float. The dealer then removed \$50 in red chips and placed them in the chip tray. The Poker Brush person took the chip tray with the \$50 in red chips back to Poker Table 604 where the dealer broke down the chips, verified them and placed them in the float. Only one fill slip was generated for this entire transaction.

### **COUNT IV**

7. 68 IAC 2-3-9.2 (b) states riverboat licensees must advise the enforcement agent, on a form prescribed or approved by the commission, when one (1) of the following events occurs with an occupational licensee: (1) The occupational licensee's employment with the riverboat licensee is terminated for any reason. The form must be submitted to the enforcement agent within fifteen (15) days of the occurrence of the change or action.
8. On June 22, 2009, a Gaming Agent was informed by a Human Resource Specialist that the casino failed to provide appropriate termination paperwork for a Food and Beverage employee who was terminated on December 19, 2008.

### **TERMS AND CONDITIONS**

Commission staff alleges that the acts or omissions of Blue Chip by and through its agents as described herein constitute a breach of IC 4-33, 68 IAC and/or Blue Chip's approved internal control procedures. The Commission and Blue Chip hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Blue Chip. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

Blue Chip shall pay to the Commission a settlement of \$18,000 (\$5,000 for Count I, \$1,000 for Count II; \$10,000 for Count III and \$2,000 for Count IV) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in this agreement. This agreement extends only to those violations and findings of fact, specifically alleged herein. If the Commission subsequently discovers facts that give rise to additional or separate violations, which are not described herein, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described herein.

Upon execution and approval of this Settlement Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Settlement Agreement by the Commission, Blue Chip agrees to promptly remit payment in the amount of \$18,000 and shall waive all rights to further administrative or judicial review.


This Settlement 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 Settlement Agreement. This Settlement Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Settlement Agreement shall be binding upon the Commission and Blue Chip.

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

  
Ernest E. Yelton, Executive Director  
Indiana Gaming Commission

9-16-09  
Date

  
Theodore A. Bogich, Gen. Mgr  
Blue Chip Casino, LLC

9/3/09  
Date