

**ORDER 2019-242  
IN RE SETTLEMENT AGREEMENT**

**BLUE CHIP CASINO, LLC  
19-BC-05**

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

**APPROVED**

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APPROVES OR DISAPPROVES

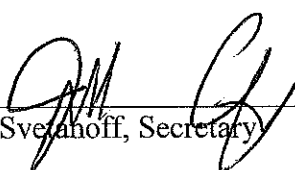
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 17<sup>th</sup> DAY OF DECEMBER, 2019.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Michael B. McMains, Chair

ATTEST:

  
\_\_\_\_\_  
Joseph Svecanoff, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>BLUE CHIP CASINO, LLC</b>	)	<b>19-BC-05</b>
	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission ("Commission") by and through its Executive Director Sara Gonso Tait and Blue Chip Casino, LLC ("Blue Chip") (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 that 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 September 7, 2019, surveillance notified Gaming Agents that an underage person was found in The Game, a land based gaming area. A review of surveillance coverage determined that the underage person entered The Game on two occasions. The first occurrence occurred at approximately 1:30 p.m. The underage person entered The Game with another male patron, looked around, spoke to the Hostess and then exited The Game. The Hostess did not request identification from the underage person. The second occurrence occurred on the same day at approximately 2:10 p.m. The underage person entered The Game walking past the Hostess as she spoke to another patron. The Hostess did not notice the underage patron or request identification. The underage person sat at a table with a group of four individuals. A Food and Beverage Server serving the table requested the identification of the underage person and asked him to leave the area.
4. On October 18, 2019, Security notified Gaming Agents that an underage person was on property. The underage person was denied entry to the main casino floor when he failed to produce identification. After being denied entry to the main casino floor, the underage person and his male friend left the area and proceeded to The Game/FanDuel Sportsbook area. The Security Officer at the main casino boarding area reported this to a Security Shift Supervisor who later located the underage person in The Game.

A review of surveillance coverage determined that the underage person entered the FanDuel Sportsbook and proceeded to The Game through the FanDuel Sportsbook area.

At the time of entry into the FanDuel Sportsbook, no Security Officer was present and the underage person was allowed entry into the land based gaming area. The underage person and his male friend sat down at the bar and were provided a menu and drinks by the Bartender. The Bartender did not ask the underage person for identification.

## COUNT II

5. 68 IAC 11-7-1(b) provides that 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.
6. 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.
7. On September 11, 2019, Security notified Gaming Agents that a Sportsbook Supervisor failed to return sensitive keys. Not only did the Sportsbook Supervisor leave the property with keys in his possession but, during his shift, the sensitive keys were left unattended or out of his possession for approximately two hours and sixteen minutes. A review of surveillance coverage determined that the Sportsbook Supervisor did not know where the keys were as he was checking his pockets, looking under papers, etc. until another Supervisor returned the keys to him. The Sportsbook Supervisor left the Sportsbook area around 5:00 p.m. on September 10, 2019 and subsequently left the property. The keys were not returned until 8:00 a.m. on September 11, 2019.

## 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.

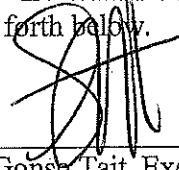
Blue Chip shall pay to the Commission a total of \$6,000 (\$4,500 for Count I and \$1,500 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each Count of this Agreement. This Agreement extends only to those violations and findings 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, Blue Chip agrees to promptly remit payment in the amount of \$6,000 and shall 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 shall be binding upon the Commission and Blue Chip.

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

  
\_\_\_\_\_  
Sara Gonsse Tait, Executive Director  
Indiana Gaming Commission

12/10/19  
Date

  
\_\_\_\_\_  
Brenda Temple, V.P. and Gen. Mgr.  
Blue Chip Casino, LLC

12.5.19  
Date