

**ORDER 2023-133
IN RE SETTLEMENT AGREEMENT**

**BLUE CHIP CASINO, LLC
23-BC-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 15th DAY OF SEPTEMBER, 2023.

THE INDIANA GAMING COMMISSION:



Milton O. Thompson, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
BLUE CHIP CASINO, LLC)	23-BC-03

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small 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. 68 IAC 13-1-1(b)(2) and (3) provides the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe the licensee is not complying with licensure conditions or is not complying with this Act or this title.
2. Blue Chip’s approved internal control procedures, K-13.1, describes Emergency Bill Validator Drop Procedures.
3. On May 30, 2023, Surveillance notified Gaming Agents that two (2) “hot” bill validator (“BV”) boxes were left in between two (2) electronic gaming devices (“EGD”) until they were located by a Count Room Attendant and a Security Officer. A review of surveillance coverage identified that a Count Room Attendant left the boxes during the drop process. The BV boxes remained unsecured for approximately two (2) hours.
4. Surveillance reached out to the Count Room Manager who advised that the boxes were “cold” boxes, however, while Surveillance was observing the Count Room Attendant and Security Officer, he noted that the boxes had tags on them indicating they were “hot” boxes. The Count Room Manager was aware that two (2) boxes were missing from the count and sent out the Count Room Attendant to go look for the boxes. The Count Room Manager just assumed they were empty boxes. Surveillance also observed two (2) Slot Techs bring the emergency drop cart to that location and place the boxes into the cart for transportation to the count room. Surveillance and the Gaming Agents were never notified that an emergency drop was going to take place.
5. On June 26, 2023, Surveillance notified Gaming Agents that an emergency drop violation had occurred. A Slot Tech was performing an emergency drop on multiple EGDs and failed to notify Gaming Agents.

COUNT II

6. 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.
7. 68 IAC 1-11-1(c) provides a person under twenty-one (21) years of age shall not be present in a casino.
8. On June 24, 2023, Security notified Gaming Agents that an underage person had obtained access to The Game Sports Bar. Security allowed the underage person to walk into The Game without checking his identification. The underage person proceeded to his parent's table and subsequently left after a few minutes. When the underage person returned to The Game approximately twenty (20) minutes later, the Security Officer then requested to see the underage person's identification and it's at this time that the underage person was identified.

COUNT III

9. 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.
10. 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.
11. On May 15, 2023, Blue Chip's Director of Regulatory Compliance reported a sensitive key violation to Gaming Agents that occurred on May 14, 2023. A Slot Tech Supervisor signed out the slot secure cage key, however, the Slot Tech Supervisor did not return the key. The key was found by a Slot Tech who located the keys on the parts desk. The Slot Department staff did not notify Security, Surveillance and/or Gaming Agents when the key was found.
12. The keys were signed out on May 13, 2023, at 2:15 p.m. An overdue alarm went off at 11:15 p.m. The key was returned to the key box by a different Slot Tech Supervisor at 2:14 a.m. on May 14, 2023. The overdue alarm was not cleared by Security until 9:28 p.m.
13. Gaming Agents discussed the key box with a Security Shift Supervisor who advised that there is no audible alarm on the key box and there is rarely an audible alarm on the computer. The alarm notification that displays on the computer in the radio room is at the bottom of the screen and the Security Officers that are stationed there are not constantly looking at the screen as they are screening the individuals entering back of house. The Security Shift Supervisor also provided that the alarms are not reliable and will often exhibit a false alarm. It was also provided that Blue Chip has a difficult time servicing the key box because the vendor does not come out for service calls because the system is too

old. The Security Shift Supervisor also provided that the Slot Technicians service the key box.

COUNT IV

14. 68 IAC 15-12-3(a) provides the requirements for live gaming device fills.
15. On June 16, 2023, Surveillance notified Gaming Agents that a table fill error occurred. A table fill in the amount of \$2,520 was processed and delivered to the wrong table. The table fill was accepted by a Dealer and Floor Supervisor.

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, IC 4-38, 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 \$6,500 (\$1,000 for Count I, \$1,500 for Count II, \$2,500 for Count III and \$1,500 for Count IV) and submit a corrective action plan for Count III detailing how Blue Chip will address the issues with the key alarms and ensure the key box is fully functional 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 1) promptly remit payment in the amount of \$6,500, 2) submit a corrective action plan for Count III detailing how Blue Chip will address the issues with the key alarms and ensure the key box is fully functional and 3) 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 Blue Chip.

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

Greg Small
Greg Small, Executive Director
Indiana Gaming Commission

8/28/2023
Date

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

8.23.23
Date