

**ORDER 2007-81  
IN RE SETTLEMENT AGREEMENT**

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

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

**APPROVES**

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 13<sup>th</sup> DAY OF SEPTEMBER, 2007.**

**THE INDIANA GAMING COMMISSION:**



William W. Barrett, Chair

ATTEST:



Tim Murphy, Vice Chair

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>BLUE CHIP CASINO, LLC</b>	)	<b>07-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 17-2-1(e) states that a live gaming device may not be delivered to a riverboat licensee unless a member of the commission staff or an enforcement agent is present at the point of delivery. The riverboat licensee is responsible for ensuring that a member of the commission staff or an enforcement agent is present at the point of delivery.
2. On March 21, 2007 the Blue Chip Compliance Specialist notified a Gaming Agent that a shipment of table game layouts needed to be checked in by a gaming agent. The table game layouts had been sitting in the shipping and receiving area since March 9, 2007. Due to poor communication and staff turnover, the shipment was not processed properly and timely.

**COUNT II**

3. Pursuant to 4-33-9-12, “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.” 68 IAC 1-11-1(c) states a person under twenty-one (21) years of age shall not be present on a riverboat.”
4. On May 27, 2007 a Gaming Agent was notified that a minor was on board the casino. The under aged female had not been asked for ID. This is the 3<sup>rd</sup> occurrence in the past six months.

**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 the Riverboat Gambling Act, Title 68 of the Indiana Administrative Code and 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 total of \$19,500 (\$15,000 for Count I; \$4,500 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 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 \$19,500 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.

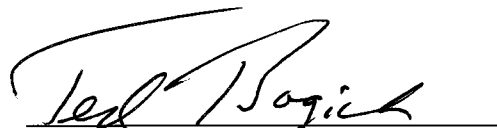
This Settlement Agreement shall be binding upon the Commission and Blue Chip.

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

9/13/07  
Date



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

9/4/07  
Date