

**ORDER 2013-055
IN RE SETTLEMENT AGREEMENT**

**BLUE CHIP CASINO, LLC
13-BC-01**

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 21st DAY OF MARCH, 2013.

THE INDIANA GAMING COMMISSION:



Matt Bell, Chair

ATTEST:



Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
BLUE CHIP CASINO, LLC)	13-BC-01
)	

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 17-1-1(f) states all EPROMs shall be transported separately from the shipment of electronic gaming devices. If an electronic gaming device:
 - (1) is not being utilized by a riverboat licensee; and
 - (2) is being stored off of the riverboat;the EPROM shall be stored separately in a locked safe or the equivalent.
2. On September 20, 2012, a Gaming Agent was inspecting six slot machines in the slot machine storage area that were scheduled to be shipped and found that all six machines still contained Eproms. The Eproms were removed and the games shipped.

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 internal control N-2.5 a Dual Rate Supervisor can act as a Dealer **or** (emphasis added) a Floor Supervisor.
4. In a Memorandum to all the casinos dated September 29, 2005 the Commission allowed dual-rate employees to work both positions in the same shift pursuant to the following condition: Dual-rate employees working in the table games department may not work both positions during the same shift in the same pit area.

5. On December 19, 2012, a Gaming Agent observed a Dual Rate Floor Supervisor (“DRFS”) work in multiple capacities during the same shift and in the same pit. At approximately 11:30am, the Agent observed the DRFS working as a Dealer at a table game and at approximately 1:00pm as a Floor Supervisor. The Agent asked the DRFS if he had been working in this pit as a Dealer during his shift and the DRFS stated that he had. This same violation was noted in October of 2012.

COUNT III

6. Pursuant to IC 4-33-9-12 and 68 IAC 1-11-1(c), 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. On December 13, 2012, a Gaming Agent was contacted by a Casino Manager asking the Agent to meet with him and an Indiana State Excise Officer. The Gaming Agent was informed that the Excise Officer had taken an underage person onto the casino floor. The underage person was not asked for identification from the Security Officer at the turnstile.

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/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 \$6,000 (\$1,500 for Count I; \$1,500 for Count II and \$3,000 for Count III) 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 \$6,000 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
3.14.13

Date



Theodore A. Bogich, Gen. Mgr
Blue Chip Casino, LLC
2/21/13

Date