

**ORDER 2014-48  
IN RE SETTLEMENT AGREEMENT**

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

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

**APPROVED**

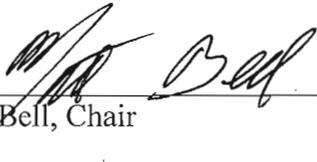
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APPROVES OR DISAPPROVES

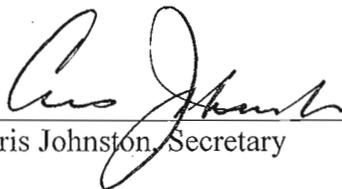
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 20th DAY OF MARCH, 2014.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Matt Bell, Chair

ATTEST:

  
\_\_\_\_\_  
Cris Johnston, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>BLUE CHIP CASINO, LLC</b>	)	<b>14-BC-01</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. 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.
2. On October 31, 2013 a Gaming Agent was contacted by a Security Shift Supervisor regarding an underage person on the casino floor. The Agent reviewed surveillance coverage and found that the underage person presented his identification (“ID”) to a Security Officer at the turnstiles. The Security Officer looked at the ID for a moment, and then waved the underage person toward the Security Officer operating the ID checker. This Officer was checking another patron’s ID and the underage person showed his ID toward the Officer. He then walked into the casino.

**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 J-6 if a team member arrives for work without their Commission issued identification badge, the security department will be responsible for issuing a temporary gaming/non-gaming badge. Security personnel will confirm that the team member works for Blue Chip Casino.
  4. On December 31, 2013 a Security Shift Supervisor notified a Gaming Agent that a former team member had obtained a temporary gaming badge. A surveillance review confirmed that the former Dealer had obtained a temporary gaming badge
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from security dispatch. She went to her former locker, the team member dining room and then onto the casino floor where she entered the pit area for the craps tables. The former Dealer was terminated on October 19, 2013. A temporary gaming badge is issued by the casino to provide team members access to the casino during their shift when they do not have their permanent gaming badge in their possession. The procedure for obtaining the temporary gaming badge is to provide ID which is kept by security until the temporary gaming badge is returned. The Security Officer at security dispatch told the Agent that she was not aware that the former Dealer was terminated and had no way to research if a person had been terminated or quit.

### **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 \$3,500 (\$1,500 for Count I and \$2,000 for Count II) 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 \$3,500 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

3.17.14  
Date



Lief Erickson, V.P. and Gen. Mgr.  
Blue Chip Casino, LLC

2-26-14  
Date