

ORDER 2015-152
AN ORDER OF THE INDIANA GAMING COMMISSION
IN RE SETTLEMENT AGREEMENT
BLUE CHIP CASINO, LLC
15-BC-03

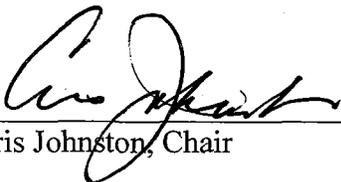
After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

APPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS 17th DAY OF SEPTEMBER, 2015.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
BLUE CHIP CASINO, LLC)	15-BC-03
)	

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 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 14-3-5(a) requires all dice or playing cards that are not being utilized at a live gaming device shall be kept in locked compartments.
2. On June 6, 2015, a Gaming agent was notified by a Casino Shift Manager that a shoe of cards was discovered in a shuffler machine. The Agent reviewed surveillance coverage and found that a Dealer placed six decks of cards in the shuffler machine. Soon after at approximately 0335, the Dealer started the procedure to close the table. She placed the other shoe of cards in a plastic bag and set it on the table. An acting Casino Shift Manager took possession of the bag at 0355. A Floor Supervisor was present as the Dealer began the closing procedure. At 0400 the Floor Supervisor was relieved by Floor Supervisor #2. Floor Supervisor #2 completed the closing procedure with the Dealer. The Dealer, Floor Supervisor #2 and the acting Casino Shift Manager exited the pit and left the cards in the shuffler machine on the table game. At 0817 the Pit Manager discovered the cards inside the shuffler machine. The cards were counted and none were missing.
3. On June 12, 2015 a Gaming Agent received a call from the Lead Surveillance Agent regarding an unsecured door. The Surveillance Agent told the Gaming Agent that at 1508 a Security Officer/EMT notified him the door to the Card and Dice Cancellation Room had been left unsecured. The Gaming Agent reviewed video coverage and found at 0808 a Security Officer opened the door to the Card and Dice Cancellation Room, pushed a cart inside the room then closed the door. The officer did not insert a key to lock the door as is required. The Officer was disciplined.

COUNT II

4. 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.
5. On July 11, 2015, a Gaming Agent was notified by Security that an underage non-gaming employee was on the casino floor. The employee had assisted band members with their equipment from the back of the house, onto the casino floor and to the lounge where the band was performing. Once the equipment was unloaded from the cart the underage employee left the casino floor via the turnstiles where he was stopped by Security Officers.

COUNT III

6. 68 IAC 2-3-9.2 (b) states riverboat licensees must advise the enforcement agent, on a form prescribed or approved by the commission, when one (1) of the following events occurs with an occupational licensee:
 - (1) The occupational licensee's employment with the riverboat licensee is terminated for any reason.The forms must be submitted to the enforcement agent within fifteen (15) days of the occurrence of the change or action.
7. On April 13, 2015, a HR Specialist called a Gaming Agent to inform him of a mistake that was made. The Specialist discovered that an employee had been terminated on August 16, 2014 was still on the active Employees Ready for Renewal list. The Specialist asked the Agent if there was Separation paperwork for the employee in the Commission's file. The Agent verified that there was no Separation paperwork in the file. The Specialist filled out the form and gave it to the Gaming Agent.

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 \$4,000 (\$1,500 for Count I; \$1,500 for Count II and \$1,000 for Count III) in consideration for the Commission

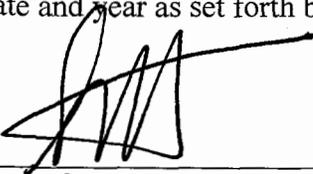
foregoing disciplinary action based on the facts specifically described in this agreement. This agreement extends only to those violations and findings of fact, specifically alleged herein. If the Commission subsequently discovers facts that give rise to additional or separate violations, which are not 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 \$4,000 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.

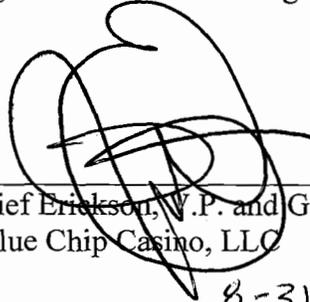
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date and year as set forth below.



Sara Gongo Tait, Executive Director
Indiana Gaming Commission

9-8-15

Date



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

8-31-15

Date