

ORDER 2015-95
AN ORDER OF THE INDIANA GAMING COMMISSION
IN RE SETTLEMENT AGREEMENT
BLUE CHIP CASINO, LLC
15-BC-02

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

APPROVES

the proposed terms of the Settlement Agreement.

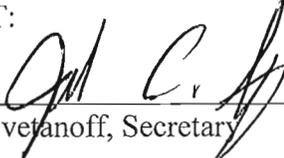
IT IS SO ORDERED THIS 18th DAY OF JUNE, 2015.

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-02
)	

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 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.
2. On December 17, 2014, a Gaming Agent was contacted by an HR Specialist regarding a Cage Cashier being terminated on November 7, 2014. The termination papers had been filled out but had not been given to the Gaming Agents.

COUNT II

3. 68 IAC 11-7-1(b) states 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. The term includes, but is not limited to, keys that will allow access to the following:
 - (1) Currency.
 - (2) Chips.
 - (3) Tokens.
 - (4) Electronic gaming devices.
 - (5) An item that would affect the integrity or outcome of a game.

4. 68 IAC 11-7-3(a) states the casino licensee shall maintain a sensitive keys log on a form approved by the commission. The sensitive keys log shall include, but not be limited to, the following:
 - (1) The date.
 - (2) The time the key is signed in and out.
 - (3) The key name.
 - (4) The printed name, signature, and occupational license number of the occupational licensee obtaining and returning the key.(b) 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.

5. 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 B-5.2 sensitive keys shall be returned to custody by the same team member they were issued to. Internal Control B-5.3 states access to individual keys in the electronic key box may be restricted by authorized user and by specific time frames and durations. In addition, the electronic key box contains an alarm that is automatically activated in the event that a key is overdue, the key box door is left open or an invalid entry has occurred. A Security Shift Supervisor or above shall be responsible for investigating electronic key box alarms.

6. On March 9, 2015, a Gaming Agent was contacted by the Compliance Manager regarding a Sensitive Key Control violation. The Compliance Manager informed the Agent the keys that allow access to the Main Bank and Land Cage doors was not returned to the Key Control Box. On March 6, 2015 at approximately 1341 hours, the Cage Manager checked out the keys and they were not returned until March 8, 2015 at approximately 2358 hours. The alarm indicating that keys had not been returned went off three times while the keys were missing. The first two times the same Security Shift Supervisor noted the alarm, but canceled it without investigating. The third time the alarm sounded a different Security Shift Supervisor noted the alarm, canceled it and then investigated which keys were missing. The keys were left in the Cage Manager's desk which is unsecured. The Cage Manager and Security Shift Manager were disciplined.

COUNT III

7. 68 IAC 11-3-3(b) states the soft count room shall have the following items, components, or characteristics:
 - (1) There shall be one (1) door to the soft count room. The door must:
 - (A) accommodate the drop box storage cart; and
 - (B) be lockable from outside the soft count room.

8. 68 IAC 11-3-3(c)(12) states the soft count room shall be designed and built to provide maximum security for the:
 - (A) funds contained; and
 - (B) activities that are conducted;in the soft count room.

9. On December 18, 2014, a Gaming agent was contacted by a Surveillance Officer regarding an unsecured soft count door. The Agent reviewed surveillance footage and found that the Security Officer opened the soft count room door to place a table games drop cart, filled with “hot” boxes, inside the room. The Security Officer left the room and did not secure the door. There were three carts filled with “hot boxes” inside the room. The door was left unsecured for approximately seven minutes.

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 \$7,000 (\$2,000 for Count I; \$2,500 for Count II and \$2,500 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.

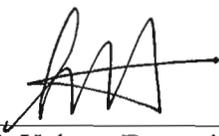
Upon execution and approval of this Settlement Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Settlement Agreement by the Commission, Blue Chip agrees to promptly remit payment in the amount of \$7,000 and shall waive all rights 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.

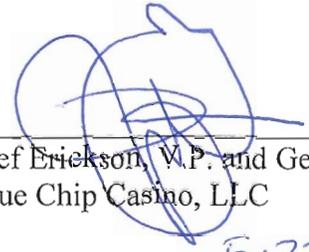
Sara
Tait



Ernest E. Yelton, Executive Director
Indiana Gaming Commission

6/9/15

Date



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

5-27-15

Date