

**ORDER 2018-153**

**IN RE SETTLEMENT AGREEMENT**

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

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

**APPROVED**

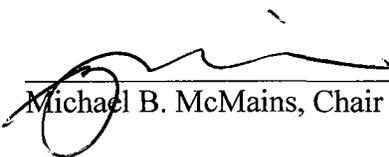
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APPROVES OR DISAPPROVES

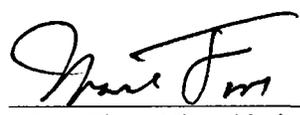
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 13<sup>th</sup> DAY OF SEPTEMBER, 2018.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Michael B. McMains, Chair

ATTEST:

  
\_\_\_\_\_  
Marc Fine, 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>18-BC-03</b>
	)	

**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 enter into this settlement agreement (“Agreement”) 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 15-12-3(a) states live gaming device fills shall proceed in the following manner:
  - (1) The appropriate occupational licensee shall initiate a live gaming device fill by completing an input form. The input form is either carried to the casino cage or the information is electronically transmitted to the casino cage.
  - (2) The appropriate occupational licensee uses the input form to prepare and print a live gaming device fill slip.
  - (3) Surveillance shall be notified that a live gaming device fill is being processed.
  - (4) Based on the information contained on the fill slip, the casino cashier shall prepare the proper denomination and amount of chips and sign the fill slip. The casino cashier shall sign the fill slip, summon a security officer, and present the chips and the fill slip to the security officer.
  - (5) The security officer shall verify that the denomination and amount of chips match the amount on the fill slip. The security officer shall sign the fill slip after verifying the chips match the fill slips. The security officer who begins the live gaming device fill must complete the process of witnessing, escorting, and signing the appropriate documentation to verify that the live gaming device fill was completed. If there is a discrepancy with the live gaming device fill, the same security officer who began the live gaming device fill must accompany the fill back to the cage to resolve the discrepancy.
  - (6) The casino cashier shall retain one (1) copy of the fill slip in the casino cage.
  - (7) The security officer shall transport the chips to the appropriate pit area.
  - (8) The appropriate level of occupational licensee shall count the chips that are received as a live gaming device fill to ensure the denomination and amounts received match the amount and denomination reflected on the fill slip.
  - (9) If the amounts in subdivision (4) agree, the occupational licensee who counted the fill shall sign the fill slip. The pit supervisor or the equivalent shall also sign the fill slip. A

copy of the fill slip or the original shall be inserted into the drop box of the live gaming device that received the fill. A copy of the fill slip or the original fill slip shall be returned to the casino cage.

(10) If the amounts in subdivision (4) do not agree, the fill slip shall not be signed and the discrepancy shall be resolved in accordance with the policy and procedure submitted in accordance with section 2(b)(8) of this rule. Surveillance shall be notified and the security officer shall return the chips and the fill slip to the casino cage.

(b) The casino cashier or appropriate department shall use copies of the completed live gaming device fill slip to balance the cage. All completed live gaming device fill slips shall be used to complete the soft count.

(c) If a live gaming device fill slip was erroneous, it shall be voided and a new live gaming device fill slip generated. The person voiding the fill slip shall indicate the reason the slip was voided and sign the slip. A voided live gaming device fill shall be retained and deposited into a locked accounting box.

2. On May 25, 2018, a Surveillance Agent notified a Gaming Agent that a table fill had been accepted and dropped at an incorrect table game. Surveillance coverage determined that two (2) table fills had been issued at the same time: one (1) for \$400 and one (1) for \$4,600. A security officer took the \$400 fill to an incorrect table where the fill was verified and the slip was signed by the Floor Supervisor and Dealer. The error was later discovered and a credit was conducted.
3. On June 8, 2018, a Surveillance Agent notified a Gaming Agent that a table fill violation had occurred. Surveillance coverage determined that three (3) table fills were being conducted and delivered by a security officer. The security officer delivered a table fill in the amount of \$4,540 to an incorrect table game. The fill was accepted, verified and dropped by a Dual Rate Pit Manager and Dealer. When the second fill was delivered, it was discovered to be incorrect by a Floor Supervisor. It was at this time that the casino took steps to rectify the fill that had been delivered and accepted at the incorrect table.

## COUNT II

4. 68 IAC 14-4-6(c) states nonvalue chips that are issued at a roulette table shall: (1) be used for gaming only at that table and (2) not be used for gaming at any other roulette table or live gaming device.
5. 68 IAC 14-4-6(d) states the riverboat licensee and occupational licensees shall not allow a patron to remove nonvalue chips permanently from the roulette table from which the nonvalue chips were issued.
6. 68 IAC 11-1-3(c)(4) states that no casino licensee or casino license applicant may use an internal control procedure unless the internal control procedure has been approved, in writing, by the executive director.
7. 68 IAC 13-1-1(b)(2)(3) states the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe the

licensee is not complying with licensure conditions or is not complying with this Act or this title.

8. Blue Chip's approved internal control procedures, P-2.5, describe the procedures for non-value chips.
9. On July 4, 2018, a Surveillance Agent notified Gaming Agents that the Casino Shift Manager had notified surveillance that six (6) green non-value chips, labeled "C", were missing from a roulette table. A review of surveillance indicated that a patron gave a Beverage Server six (6) green non-value chips to pay for their beverage. When questioned, the Beverage Server advised that she had redeemed the chips with the Floor Supervisor. The Floor Supervisor exchanged the non-value chips with value chips for the Beverage Server and then placed the non-value chips in play at the wrong roulette table. This table was utilizing "B" chips rather than "C" chips.
10. 68 IAC 14-4-5(e) states the promotional chips may not be used in transactions other than the promotion or tournament for which the promotional chip is issued. Riverboat licensees may not permit the use of promotional chips other than for the promotion or tournament for which the chip is issued.
11. Blue Chip's approved internal control procedures, N-25, describe the procedures for handling promotional chips at gaming tables.
12. On July 10, 2018, a Surveillance Shift Supervisor notified a Gaming Agent that a Casino Shift Manager had notified that a dealer at a craps table allowed a promotional chip to be wagered as a token, resulting in \$100 being dropped in the token box. A surveillance review showed a patron place a wager of two (2) red promotional chips, equivalent to \$10, on a hard six for a dealer token. The wager won and was paid 9 to 1, for a \$90 payout. Four (4) \$25 value chips were placed in the token box along with the two (2) promotional chips.

### 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 IC 4-33, 68 IAC 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.

Blue Chip shall pay to the Commission a total of \$7,000 (\$4,000 for Count I and \$3,000 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 in the findings above. If the Commission subsequently discovers facts that give rise to additional or separate violations, the

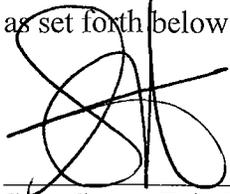
Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in the findings above.

Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the 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 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 Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

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

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



Sara Gonso Tait, Executive Director  
Indiana Gaming Commission

9-11-18

Date



Brenda Temple, V.P. and Gen. Mgr.  
Blue Chip Casino, LLC

9.6.18

Date