

ORDER 2018-212
IN RE SETTLEMENT AGREEMENT

BLUE CHIP CASINO, LLC
18-BC-04

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

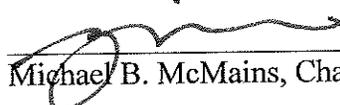
APPROVED

APPROVES OR DISAPPROVES.

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 6th DAY OF DECEMBER, 2018.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
)
BLUE CHIP CASINO, LLC) **SETTLEMENT**
) **18-BC-04**
)

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 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 form must be submitted to the enforcement agent within fifteen (15) days of the occurrence of the change or action.
2. On October 9, 2018, a Gaming Agent received separation paperwork from a Senior HR Specialist. The Senior HR Specialist advised that on March 1, 2018, the BMS Data Strategies’ (Corporate) employment had been terminated.
3. On October 12, 2018, a Gaming Agent received separation paperwork dated October 9, 2018 from a Senior HR Specialist. The Senior HR Specialist advised that on June 7, 2018, the Digital Marketing Coordinator’s employment had been terminated.

COUNT II

4. 68 IAC 1-5-1 states a casino or supplier licensee shall provide a written notice to the executive director as soon as the casino or supplier licensee becomes aware of the following: (1) a violation or apparent violation of a rule of the commission by any of the following: (A) the casino or supplier licensee.
5. 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.
6. 68 IAC 13-1-1(b)(2) and (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.

7. Blue Chip's approved internal control procedures, J-19, describe the procedures for the Voluntary Exclusion Program (VEP).
8. On October 11, 2018, Gaming Agents received a surveillance report on a sensitive key violation. A Gaming Agent followed up with Blue Chip's Director of Compliance about the violation. It was determined on October 6, 2018, a Cage Cashier had left a set of sensitive keys in the cage. The Cage Cashier had checked out two sets of keys but only returned one set of keys. The keys were left in the cage, a secure area. The keys were identified in the cage and returned to the Key Control Box by a Cage Shift Supervisor nine hours later. It was determined two (2) Cage Shift Supervisors failed to notify the Gaming Agents when they became aware of this violation.
9. On October 22, 2018, the Gaming Enforcement Supervisor overheard radio traffic from a Security Shift Supervisor advising his staff not to allow a female patron back into the casino because she was a voluntarily excluded person ("VEP"). At the time, Gaming Agents had not been notified of the VEP on the casino floor. A few minutes later, the Security Shift Supervisor called Gaming Agents to notify them that the VEP was caught attempting to get a player's card. After the VEP was denied a player's card, she continued to a roulette table where she attempted to buy in. The Security Shift Manager halted the transaction after he confirmed her identity and informed the VEP that she could not be on property. The Security Shift Manager claimed the VEP left the gaming area. Due to Security's failure to notify, the Gaming Agents were unable to speak to the VEP.

COUNT III

10. 68 IAC 11-9-2(a) states the casino licensee or trustee shall submit to the executive director internal control procedures concerning the withholding of cash winnings from delinquent obligors in accordance with 68 IAC 11-1.
11. 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.
12. 68 IAC 13-1-1(b)(2) and (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.
13. Blue Chip's approved internal control procedures, K. 23, describe the procedures for Child Support Arrears Delinquency Registry.

14. Gaming Agents conducted an audit of the Child Support Delinquency Registry (CSADR) from January 2018 – October 2018. During this time, there were forty-five (45) total errors. Specifically, twenty-two (22) individuals were run through the CSADR with an incorrect social security number and twenty-three (23) individuals were not searched in the CSADR at all.

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.

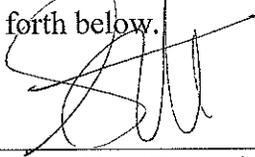
Blue Chip shall pay to the Commission a total of \$43,500 (\$2,000 for Count I, \$1,500 for Count II and \$40,000 for Count III) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this Agreement. This Agreement extends only to 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 \$43,500 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

12/6/18

Date



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

12.5.18

Date