

ORDER 2019-101

IN RE SETTLEMENT AGREEMENT

**BLUE CHIP CASINO, LLC
19-BC-02**

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

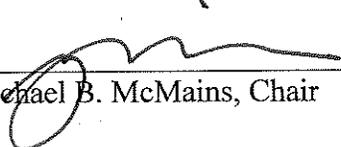
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

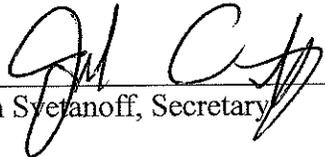
IT IS SO ORDERED THIS THE 30th DAY OF MAY, 2019.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
BLUE CHIP CASINO, LLC)	19-BC-02
)	

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 March 16, 2019, a Gaming Agent was notified by Security that a gaming badge was found that belonged to a Security Officer whose employment had been terminated. The Gaming Agent discovered the Security Officer's employment was terminated on February 22, 2019. The termination form was not presented to Gaming Agents until March 21, 2019, after the Gaming Agent inquired with HR about the termination.

COUNT II

3. 68 IAC 11-9-2(a) provides that 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.
4. 68 IAC 11-1-3(c)(4) provides 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.
5. 68 IAC 13-1-1(b)(2) and (3) provides that 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.

6. Blue Chip's approved internal control procedures, K. 23, describe the procedures for Child Support Arrears Delinquency Registry ("CSADR").
7. On February 5, 2019, a Gaming Agent audited Blue Chip's CSADR for January 2019. The results of this audit found one (1) individual was not searched through the CSADR system at the time a taxable jackpot was won.
8. On March 1, 2019, a Gaming Agent audited Blue Chip's CSADR for February 2019. The results of this audit found one (1) individual was not searched through the CSADR system at the time a taxable jackpot was won.

COUNT III

9. 68 IAC 11-1-3(c)(4) provides 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.
10. 68 IAC 13-1-1(b)(2) and (3) provide that 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.
11. Blue Chip's approved internal control procedures, P-26, describe the procedures for redemption of TITO's.
12. On April 9, 2019, a Gaming Agent was notified by surveillance that a voided TITO ticket had been paid out at the cage. After reviewing the surveillance coverage, it was determined that female patron A cashed out from the slot machine she had been playing and subsequently dropped her TITO ticket on the floor. Female patron B observed the ticket being dropped and picked it up. Female patron B proceeded to play at a slot machine. Female patron A reported her lost ticket to a Slot Shift Supervisor. The Slot Shift Supervisor voided the TITO ticket and issued a new voucher to female patron A. Approximately a half hour later, female patron B approached the cage to cash out the now-voided TITO ticket. The Cage Cashier scanned the ticket and paid female patron B. After female patron B left the cage, the Cage Cashier scanned the voided TITO ticket a second time and immediately contacted surveillance. The Cage Cashier failed to notice the warning on the computer screen that showed the TITO ticket had been voided.

COUNT IV

13. 68 IAC 15-12-4(3) states surveillance shall be notified that a live gaming device credit is being processed.
14. On February 6, 2019, a Gaming Agent was notified by surveillance that table games personnel failed to notify surveillance of a table credit. After reviewing the surveillance

coverage, it was determined that a Dual Rate Floor Supervisor had failed to notify surveillance that a table credit in the amount of \$27,022 was being conducted.

COUNT V

15. 68 IAC 14-3-5(a) provides that all dice or playing cards that are not being utilized at a live gaming device shall be kept in locked compartments.
16. On February 15, 2019, Gaming Agents were notified that two (2) decks of non-cancelled poker playing cards were found unsecured. The playing cards were located at a table game near the supervisor's podium in an area that is accessible by the public. The playing cards were unsecured for approximately eight (8) hours.

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.

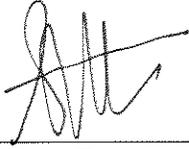
Blue Chip shall pay to the Commission a total of \$5,000 (\$1,000 for Count I, \$1,000 for Count II, \$1,000 for Count III, \$1,000 for Count IV and \$1,000 for Count V) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this Agreement. 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 \$5,000 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

5/21/19

Date



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

5.15.19

Date