

**ORDER 2023-14
IN RE SETTLEMENT AGREEMENT**

**BLUE CHIP CASINO, LLC
23-BC-01**

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 9th DAY OF MARCH, 2023.

THE INDIANA GAMING COMMISSION:



Milton O. Thompson, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
BLUE CHIP CASINO, LLC) **23-BC-01**

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Greg Small 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 11-9-2(a) provides 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.
2. 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.
3. Blue Chip's approved internal control procedures, K-23, describes the procedures for the child support registry.
4. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (CSADR) for July 2022. The results of this audit found five (5) individuals were not searched through the CSADR system at the time sports wagering winnings in excess of \$600 was won.
5. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (CSADR) for September 2022. 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 II

6. 68 IAC 15-12-3(3) provides that surveillance shall be notified that a live gaming device fill is being processed.
7. 68 IAC 15-12-4(3) provides that surveillance shall be notified that a live gaming device credit is being processed.

8. On November 1, 2022, Surveillance notified Gaming Agents that a Cage Shift Supervisor processed a table fill in the amount of \$3,570 and proceeded to send the table fill out to the table game without notifying surveillance. The Cage Shift Supervisor subsequently sent out a second table fill without notify surveillance in the amount of \$3,220.
9. On November 9, 2022, Surveillance notified Gaming Agents that a Dual Rate Cage Cashier/Supervisor processed a table fill in the amount of \$2,520 and proceeded to send the table fill out to the table game without notifying surveillance.
10. On December 14, 2022, Surveillance notified Gaming Agents that a Floor Supervisor processed a table credit in the amount of \$3,500 without notifying surveillance.

COUNT III

11. 68 IAC 2-3-9.3(5) provides no occupational licensee may assist a patron in any manner not authorized by this title, in obtaining chips, cash, or cash equivalents with which the patron may place a wager.
12. On December 19, 2022, a Gaming Agent conducted an investigation into a report of a theft of promotional points/gaming credits from two (2) casino patrons. The investigation determined that two (2) Cashiers had assisted the suspect with access to the victim's player account.
13. On December 12, 2022, a suspect approached the Cage and presented a Sapphire level player's card that had not been issued to her and was not in her name. The suspect requested to reset the personal identification number ("PIN"). The Cage Cashier allowed the suspect to perform the change without requesting to see a photo identification for proof of identity.
14. On December 15, 2022, the suspect again approached the Cage and presented an Emerald level player's card that had not been issued to her and was not in her name. The suspect requested to reset the personal identification number ("PIN"). The Cage Cashier allowed the suspect to perform the change without requesting to see a photo identification for proof of identity.
15. Surveillance coverage confirmed these findings. Additionally, the Director of Player Development accessed the casino's computer system and was able to confirm that the Cage Cashiers had accessed the victim's player's account and changed the PIN's on the dates in question. \$264.96 was utilized without consent or authorization of the original card holder. No collusion was identified, however, the investigation demonstrated a clear deficiency in verifying identifications.

COUNT IV

16. 68 IAC 11-7-1(b) provides 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.
17. 68 IAC 11-7-3(b) provides that 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.
18. On November 14, 2022, Security notified Gaming Agents that a Cage Cashier took a set of sensitive keys off property. The sensitive keys removed from property were a cage door key, a front window drawer key and a front window padlock key. The keys were off property for approximately thirty-nine (39) minutes.

COUNT V

19. 68 IAC 6-3-2(g) provides a voluntarily excluded person who enters the gaming area of a casino agrees to forfeit any jackpot or thing of value won as a result of a wager made at a casino. The forfeited jackpots or items will be withheld by the casino licensee and remitted to the commission.
20. 68 IAC 6-3-4(b)(3) requires internal controls for refusing wagers from and denying gaming privileges to any voluntarily excluded person.
21. 68 IAC 6-3-4(e)(3) provides a casino licensee shall be subject to disciplinary action under 68 IAC 13 for failure to comply with the requirements of this section and the internal control procedures outlined under this section, including, but not limited to, failure to follow internal control procedures adopted under this rule.
22. Blue Chip’s approved internal control procedures, J-19, describe the procedures for the Voluntary Exclusion Program (“VEP”).
23. On November 26, 2022, Security notified Gaming Agents that a VEP participant was identified playing a Roulette table. The Gaming Agent proceeded to the table and met with the VEP. It was at this time that the Gaming Agent determined that the VEP had already been to the Cage to redeem his chips. A review of surveillance coverage determined that the VEP was identified after an alert came up on the Veridocs identification scanner. Security approached the VEP and escorted the VEP to the Cage to redeem his chips. The Security Shift Supervisor failed to notify the Cage Cashier that the patron had an active VEP status. As a result, the casino did not forfeit his chips as required.

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, IC 4-38, 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 \$16,500 (\$6,000 for Count I, \$3,000 for Count II, \$5,000 for Count III, \$1,000 for Count IV and \$1,500 for Count V) and submit internal control procedures for Blue Chip's player card program 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: 1) promptly remit payment in the amount of \$16,500, 2) submit internal control procedures for Blue Chip's player card program and 3) 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 may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

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.

Greg Smally
Greg Smally, Executive Director
Indiana Gaming Commission

3/7/2023
Date

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

2.17.23
Date