ORDER 2023-74 IN RE SETTLEMENT AGREEMENT

BLUE CHIP CASINO, LLC 23-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 15th DAY OF JUNE, 2023.

THE INDIANA GAMING COMMISSION:

Milton O. Thompson, Chair

ATTEST:

Charles Cohen, Commissioner

STATE OF INDIANA INDIANA GAMING COMMISSION

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

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

COUNTI

- 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 December 2022. The results of this audit found three (3) individuals were not searched through the CSADR system at the time a taxable jackpot was won.
- 5. Gaming Agents conducted an audit of the CSADR for February 2023. The results of this audit found one (1) individual was not searched through the CSADR system at the time a taxable jackpot was won.
- 6. Gaming Agents conducted an audit of the CSADR for March 2023. The results of this audit found two (2) individuals were not searched through the CSADR system at the time a taxable jackpot was won.

COUNT II

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

8. On January 28, 2023, Surveillance notified Gaming Agents that a Floor Supervisor failed to notify Surveillance that a \$1,500 table credit was being delivered to the Cage from a table game.

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 \$7,000 (\$6,000 for Count I and \$1,000 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 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 Small, Executive Director
Indiana Gaming Commission

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

C () 20 23

Date