

**ORDER 2024-27
IN RE SETTLEMENT AGREEMENT**

**BLUE CHIP CASINO, LLC
24-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 21st DAY OF MARCH, 2024.

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) **24-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 11-7-1(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.
2. 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.
3. On October 19, 2023, Security notified Gaming Agents that a Player Services Supervisor left the casino property with a sensitive key in her possession. The sensitive keys were two for two (2) kiosks. The keys were off property for approximately thirty (30) minutes.
4. On October 25, 2023, a Casino Shift Supervisor notified Gaming Agents that a Dealer left the casino property with a sensitive key in his possession. The sensitive key provides access to token boxes which houses Dealer tokens/tips. A review of surveillance coverage provided that the Dealer checked out the sensitive keys at approximately 2:38 a.m. and exited property at the end of their shift without returning it. The Dealer returned the keys to the casino at 12:42 p.m.
5. On November 4, 2023, Security notified Gaming Agents that a sensitive key was left unsecured on a desk in the slot dispatch office by a Slot Floor Person. The sensitive key was an electronic gaming device door key. The key was discovered by a Dual Rate Slot Floor Supervisor. The key was unsecured for approximately thirty (30) minutes.
6. On December 27, 2023, the Slot Repair Manager notified Gaming Agents that a Security Shift Supervisor reported a sensitive key alarm on the key box. The alarm was for a sensitive key that had not been returned. The key was signed out by a Slot Technician. The key was discovered in the pad lock of the secure cage, resulting in the secure cage

being unlocked and unsecured. The keys were unsecured for approximately nine (9) hours.

COUNT II

7. 68 IAC 15-12-3(a) provides the requirements for live gaming device fills.
8. 68 IAC 15-12-3(c) provides 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.
9. 68 IAC 15-12-4 provides the requirements for live gaming device credits.
10. 68 IAC 15-12-4(3) provides surveillance shall be notified that a live gaming device credit is being processed.
11. On November 7, 2023, Surveillance notified Gaming Agents that a Master Bank Cashier had reported a live gaming device credit for \$1,200 was received at the Cage. The Casino Floor Manager failed to notify Surveillance of the live gaming device credit.
12. On December 10, 2023, Surveillance notified Gaming Agents that a violation occurred with a live gaming device credit and there was also a failure to notify violation. Surveillance provided that a Security Shift Supervisor called for a review of a table credit that had been transported as a table fill on December 9, 2023, by a Security Officer. This error was discovered when the Security Shift Supervisor was speaking with the Security Officer on an unrelated issue.
13. A review of surveillance coverage showed that a Master Cage Cashier processed a live gaming device credit request in the amount of \$1,200 as a live gaming device fill. When the live gaming device fill was delivered to the table, the error was discovered by the Dual Rate Floor Supervisor who refused to accept the live gaming device fill, however, the Dual Rate Floor Supervisor failed to notify Surveillance of the error and failed to void the live gaming device fill. The live gaming device fill was returned to the Cage.

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 \$5,250 (\$2,750 for Count I and \$2,500 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.

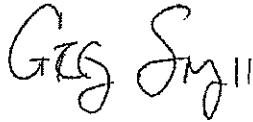
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Blue Chip agrees to promptly remit payment in the amount of \$5,250 and waive all rights to further administrative 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.

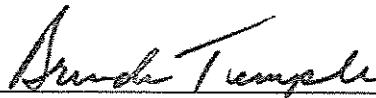
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



Greg Small, Executive Director
Indiana Gaming Commission

2/26/24

Date



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

2.21.24

Date