ORDER 2025-110 IN RE SETTLEMENT AGREEMENT

BLUE CHIP CASINO, LLC 25-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 25th DAY OF SEPTEMBER, 2025.

THE INDIANA GAMING COMMISSION:

Marc Fine, Commissioner

ATTEST:

Chris Creighton, Commissioner

STATE OF INDIANA INDIANA GAMING COMMISSION

IN RE THE MATTER OF:)
) SETTLEMEN
BLUE CHIP CASINO, LLC) 25-BC-0

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Joe B. Hoage 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

- 1. 68 IAC 11-3-5(2) provides surveillance shall be notified at the initiation of the currency collection process. The entire currency collection process shall be monitored and recorded by surveillance. The tape of the currency collection process shall be maintained by the casino licensee for a minimum of seven (7) days.
- 2. Blue Chip's approved internal control procedures, L-4, describe the currency collection process.
- 3. On May 17, 2025, Surveillance notified Gaming Agents that a Lead Surveillance Agent was observing the bill validator drop process, however, the Lead Surveillance Agent was not notified by Dual Rate Security Shift Supervisor of the bill validator drop starting. The drop team started opening electronic gaming devices without proper notification to surveillance upon the initiation of the currency collection process.
- 4. On May 18, 2025, the Gaming Agent met with the Dual Rate Security Shift Supervisor. The Dual Rate Security Shift Supervisor admitted she forgot to notify surveillance of the bill validator drop starting. The Dual Rate Security Supervisor acknowledged that things were hectic, and she was attempting to get soft count/security personnel in their designated areas and mistakenly forgot to notify surveillance via radio that the drop was starting. The Gaming Agent conducted a review of surveillance coverage and confirmed the surveillance findings.

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 \$1,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in 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 \$1,000 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 forth below

set forth below.

Joe B. Hoage, Executive Director Indiana Gaming Commission

8/20/25

Date

JC Rieger, V.P. and Gen. Mgr.

Blue Chip Casino, LLC

Date