

ORDER 2018-107
IN RE SETTLEMENT AGREEMENT

BLUE CHIP CASINO, LLC
18-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 28th DAY OF JUNE, 2018.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Marc Fine, Vice Chair

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
BLUE CHIP CASINO, LLC)	18-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 15-12-4(3) states live gaming device credits shall proceed in the following manner: Surveillance shall be notified that a live gaming device credit is being processed.
2. 68 IAC 11-1-3(c)(4) states 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. 68 IAC 13-1-1(b)(2) and(3) states 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.
4. Blue Chip Internal Control Procedures, Section N-12.2, describes the procedure for live gaming device credits.
5. On January 7, 2018, Surveillance notified Gaming Agents of a table credit violation. A table credit was received at the Cage in the amount of \$39,373.25. The Cage Cashier notified Surveillance of receipt of the credit, however, surveillance coverage showed that the Floor Supervisor did not make any attempts to notify surveillance of the table credit being conducted.
6. 68 IAC 11-4-4(a) states at any time when a live gaming device is closed, chips remaining at the live gaming device shall be counted by the appropriate level of occupational licensee assigned to the live gaming device and verified by the pit boss or the equivalent.
 - (b) A live gaming device inventory slip shall be prepared.

- (c) The occupational licensee and the pit boss or the equivalent who observed the count of the contents of the tray shall sign the inventory slip at the time of closing the live gaming device attesting to the accuracy of the information recorded.
- (d) The occupational licensee shall immediately deposit the closer in the drop box.
- (e) The pit boss or the equivalent shall place the opener on the live gaming device tray in a manner that the amounts on the opener may be read through the cover, and lock the transparent live gaming device tray lid in place.
7. On January 6, 2018, Surveillance notified Gaming Agents that an incorrect table credit slip was delivered to the Cage from a blackjack table when it was closed. The table credit slip completed by the Dealer and verified by the Floor Supervisor was showing an incorrect number of black \$100 chips. The Cage voided the slip and sent the chips back to the blackjack table. The chips were counted again by a different Dealer and Floor Supervisor and sent back to the Cage. The credit slip was once again incorrect. This time the pink \$2.50 chips were incorrect. The credit slip was voided and the chips were returned to the blackjack table. The chips were counted a third time by a Security Shift Supervisor, two Floor Supervisors and a Casino Shift Manager. The chips and credit slip were sent to the Cage and accepted.
8. On January 31, 2018, Surveillance notified Gaming Agents that upon opening a live gaming device, a Dual Rate Pit Manager discovered an error in the amount of purple \$500 chips on the temporary table inventory slip (TIS). The number on the TIS did not match the number of purple chips in the float. There was a \$2,000 discrepancy. The TIS was signed by a Dealer and two Floor Supervisors verifying the incorrect amount.
9. On February 24, 2018, Surveillance notified Gaming Agents that upon opening a live gaming device, a Casino Shift Manager discovered an error in the amount of purple \$500 chips on the temporary table inventory slip (TIS). The number on the TIS did not match the number of purple chips in the float. There was a \$1,000 discrepancy. The Dealer counted the chips, a Floor Supervisor completed the TIS and the Casino Shift Manager had verified the TIS without realizing it contained incorrect information.
10. On April 26, 2018, Surveillance notified Gaming Agents that a table closing violation had occurred. There was a \$50 discrepancy with the \$25 green chips. The incorrect table slip was verified by a Casino Shift Manager.

COUNT II

11. 68 IAC 11-3-4(a) states the casino licensee's security department shall maintain a soft count room log that will record ingress to and egress from the soft count room at all times.
- (b) An individual who enters and exits the soft count room shall complete the soft count log.
- (c) The soft count room log shall be maintained in the soft count room and shall contain the following information for each entry into and exit from the soft count room:
- (1) The name, title, and signature of the individual entering the soft count room.

- (2) The:
 - (A) date; and
 - (B) time;of ingress to and egress from the soft count room.
 - (3) The reason for entry to the soft count room.
12. On February 23, 2018, Surveillance notified Gaming Agents that a Cage Cashier had not properly completed the soft count ingress/egress log when exiting the soft count room.
 13. On February 24, 2018, Surveillance notified Gaming Agents that a Slot Tech and Security Officer had not properly completed the soft count ingress/egress log when exiting the soft count room after an emergency drop was conducted.
 14. 68 IAC 11-3-3(c)(4) stated once the soft count team has entered the soft count room containing the drop boxes or bill changer boxes, or both, the door to the soft count room shall be locked by a security department employee.
 15. On January 24, 2018, Surveillance notified Gaming Agents that the soft count door was left open after Security allowed an employee to exit the soft count room. A Slot Tech had entered the soft count room to drop of an emergency drop box. The Security Officer failed to check the door to make sure it was locked and secure. The door was unsecured for approximately eleven (11) minutes.
 16. On February 28, 2018, Surveillance notified Gaming Agents that the soft count room door was left unsecured for four (4) minutes while a Security Officer and Slot Tech were in the soft count room to deposit an emergency drop box.
 17. 68 IAC 11-3-6(c) states the soft count team shall handle drop boxes in the following manner:
 - (3) The inside of the empty drop box shall be held up for full view by the surveillance camera, and at least one (1) member of the soft count team shall verify that the drop box is empty.
 18. On April 30, 2018, Surveillance notified Gaming Agents of a soft count violation where the Count Room Supervisor failed to hold up the drop box for Surveillance to ensure that the drop box had been appropriately emptied. In total, the Count Room Supervisor failed to hold up fifteen (15) different drop boxes in a thirteen (13) minute time frame.
 19. On May 1, 2018, Surveillance notified Gaming Agents of a soft count violation where the Count Room Attendant failed to hold up the drop box for Surveillance to ensure that the drop box had been appropriately emptied. In total, the Count Room Attendant failed to hold up fourteen (14) different drop boxes in a sixteen (16) minute time frame.

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.

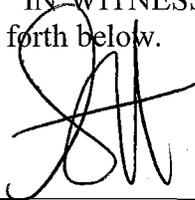
Blue Chip shall pay to the Commission a total of \$7,500 (\$4,500 for Count I and \$3,000 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this Agreement. This Agreement extends only to those violations and findings 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 \$7,500 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.

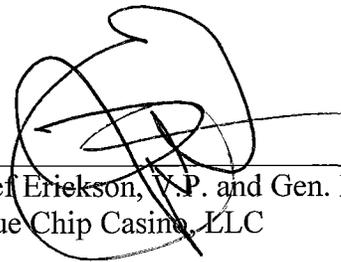
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

6/27/18

Date



Lief Erickson, V.P. and Gen. Mgr.
Blue Chip Casino, LLC

6-15-18

Date