

**ORDER 2010-46  
IN RE SETTLEMENT AGREEMENT**

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

After reviewing the attached Settlement Agreement, the Indiana Gaming Commission hereby:

Approves  
APPROVES OR DISAPPROVES

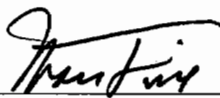
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 4<sup>th</sup> DAY OF MARCH 2010.**

**THE INDIANA GAMING COMMISSION:**

  
Timothy Murphy, Chair

ATTEST:

  
Marc Fine, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

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

**RECEIVED**  
FEB 08 2010  
INDIANA GAMING COMMISSION

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and Blue Chip Casino, LLC (“Blue Chip”) (collectively, the “Parties”) desire to settle this matter 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 11-3-3 (c)(2)(C) states access to the soft count room shall be restricted to maintenance personnel and supervisors who are accompanied by security personnel for problem resolution.
2. 68 IAC 11-3-3 (c)(11) requires keys to the soft count room to be maintained by the security department in accordance with 68 IAC 11-7. Access to the soft count room shall be gained only by or through a security officer.
3. On September 20, 2009, a Gaming Agent was reviewing a surveillance incident report when he noted that a Marine Operations employee and the Soft Count Room Manager entered the soft count room without a security escort. Approximately twenty-five minutes later, a Security Officer entered soft count and stayed until all of them exited, approximately five minutes later. The soft count was finished for the day.
4. On November 22, 2009, a Security Officer failed to secure the outer mantrap door to the soft count room. The inner mantrap door was secure.

**COUNT II**

5. 68 IAC 2-3-9.2 (b) states riverboat licensees must advise the enforcement agent, on a form prescribed or approved by the commission, when one (1) of the following events occurs with an occupational licensee: (1) The occupational licensee’s employment with the riverboat licensee is terminated for any reason.

The form must be submitted to the enforcement agent within fifteen (15) days of the occurrence of the change or action.

6. On September 24, 2009, a Gaming Agent received an Occupational License Separation Form from a HR Specialist. The form was for a Security Officer who was terminated on July 30, 2009.

### **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 the Riverboat Gambling Act, Title 68 of the Indiana Administrative Code 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. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

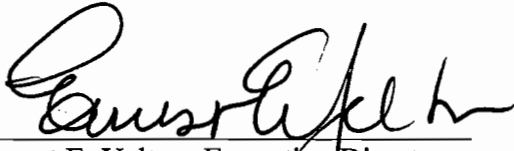
Blue Chip shall pay to the Commission a settlement of \$3,500 (\$1,500 for Count I and \$2,000 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in this agreement. This agreement extends only to those violations and findings of fact, specifically alleged herein. If the Commission subsequently discovers facts that give rise to additional or separate violations, which are not described herein, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described herein.

Upon execution and approval of this Settlement Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Settlement Agreement by the Commission, Blue Chip agrees to promptly remit payment in the amount of \$3,500 and shall waive all rights to further administrative or judicial review.

This Settlement 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 Settlement Agreement. This Settlement Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

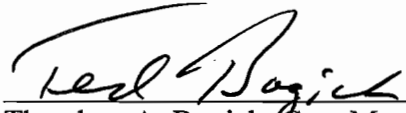
This Settlement Agreement shall be binding upon the Commission and Blue Chip.

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



Ernest E. Yelton, Executive Director  
Indiana Gaming Commission

2-26-10  
Date



Theodore A. Bogich, Gen. Mgr  
Blue Chip Casino, LLC

2/5/2010  
Date