

ORDER 2015-57
AN ORDER OF THE INDIANA GAMING COMMISSION
IN RE SETTLEMENT AGREEMENT
BLUE CHIP CASINO, LLC
15-BC-01

After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

APPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS 19th DAY OF MARCH, 2015.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
BLUE CHIP CASINO, LLC)	15-BC-01
)	

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 11-1-2 states the procedures of the internal control system are designed to ensure the following:
 - (1) Assets of the casino licensee are safeguarded.
 - (2) The financial records of the casino licensee are accurate and reliable.
2. In a waiver request sent to the Commission on October 7, 2014, regarding the carpet replacement, the casino stated that the casino would perform bill validator drops on the affected electronic gaming devices (“EGDs”) for each section of the carpet install starting each evening at approximately 2200 hours. On normal drop days, the team will drop only the EGDs that are in the section being prepared for new carpet and any applicable section that will serve as the storage area.
3. On November 7, 2014, a Gaming Agent was informed by the Compliance Manager that 34 slot machines moved on November 6, 2014 for the carpet installation did not have the bill validator boxes dropped prior to the move. A further investigation revealed there were actually 37 machines that had not had their bill validators dropped. Later the same day, the casino discovered that an additional 10 machines did not have their bill validators dropped prior to being moved. There was a combined total of approximately \$43,000 in cash and tickets.

COUNT II

4. 68 IAC 11-1-6(b) states failure to comply with approved internal control procedures may result in the initiation of a disciplinary action. According to Blue Chip Internal Control J-7 all vendors/visitors must wear in a conspicuous location,

the Vendor/Visitor badge issued by the Security department while on the vessel. Internal Control J-8 states minors are prohibited from gaining entrance to the vessel.

5. On November 7, 2014, a Gaming Agent was notified by a Security Manager that an underage vendor had been on the vessel. Two vendors had been using a loading door at the north end of the vessel to deliver carpet padding for the carpet replacement project. The door became blocked by another truck and the two vendors were directed to go to the vessel boarding gate where a Security Officer was stationed. The Security Officer issued a vendor badge to each of the vendors. The Security Officer later realized that one of the vendor's was only 20 years of age. The underage vendor received the badge at 1240 hours and returned it at 0147 hours. The underage vendor had left by the time the Gaming Agent was notified. The underage vendor did not enter the gaming areas of the vessel, but remained in the hold while on the vessel.

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 \$4,000 (\$2,500 for Count I and \$1,500 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 \$4,000 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.

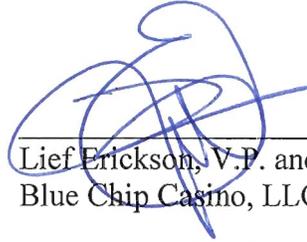
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date and year as set forth below.



Ernest E. Yelton, Executive Director
Indiana Gaming Commission

3.9.15

Date



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

2-20-15

Date