

**ORDER 2024-162
IN RE SETTLEMENT AGREEMENT**

**BLUE CHIP CASINO, LLC
24-BC-03**

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

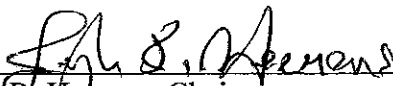
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 19th DAY OF DECEMBER, 2024.

THE INDIANA GAMING COMMISSION:



Joseph R. Heerens, Chair

ATTEST:



Michael E. Williams, Commissioner

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
BLUE CHIP CASINO, LLC)	24-BC-03

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Dennis Mullen 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 15-12-3(a) provides the requirements for live gaming device fills.
2. 68 IAC 15-12-3(a)(3) provides surveillance shall be notified that a live gaming device fill is being processed.
3. 68 IAC 15-12-4 provides the requirements for live gaming device credits.
4. 68 IAC 15-12-4(3) provides surveillance shall be notified that a live gaming device credit is being processed.
5. Blue Chip Casino’s approved internal controls, N-11.2, describes the procedures for Issuance of Table Game Fills.
6. Blue Chip Casino’s approved internal controls, N-12.2, describes the procedures for Table Credits.
7. On April 20, 2024, Surveillance notified Gaming Agents that a Master Bank Cashier failed to notify surveillance for three (3) live gaming device (“LGD”) fills that were processed. A review of surveillance coverage confirmed this information.
8. On April 21, 2024, Surveillance notified Gaming Agents that a Master Bank Cashier failed to notify surveillance for one (1) LGD fill that was processed. A review of surveillance coverage confirmed this information.
9. On May 19, 2024, Gaming Agents were assigned to investigate a LGD fill violation. The investigation found that on May 19, 2024, a Dual Rate Cage Cashier and Supervisor notified Surveillance of an incorrect table fill that was processed. A Cage Cashier had incorrectly prepared the fill, and this fill was not properly verified by a Security Officer. The fill was verified at the LGD by a Floor Supervisor and Dealer, and the chips were put

into play. The error was discovered approximately three (3) hours later when the Dual Rate Cage Cashier and Supervisor was reviewing LGD fill slips and found the Cage was short \$500 in red \$5 chips.

10. On May 23, 2024, Gaming Agents were assigned to investigate a LGD fill violation. The investigation found that on May 23, 2024, a Casino Shift Manager notified Surveillance of an incorrect table fill. Table Games had requested two (2) fills simultaneously and both fills were properly prepared by a Cage Shift Manager. A Security Officer mixed up the fills when taking them to the LGD, and one (1) of the fills was signed off on by both a Casino Floor Supervisor and a Dealer. The other LGD recognized the error and rejected the fill. The rejected fill was then taken to the correct LGD where it was signed off on and accepted, resulting in that LGD signing off on and accepting both fills.
11. On May 24, 2024, Surveillance notified Gaming Agents of a Table Games Floor Supervisor that had failed to notify surveillance of a table credit. A review of surveillance coverage confirmed this information.

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 \$6,000 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 \$6,000 and waive all rights to further administrative or judicial review.

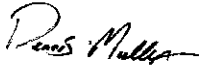
This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or 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 set forth below.



Dennis Mullen, Executive Director
Indiana Gaming Commission

12/4/24

Date



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

11.21.24

Date