

**ORDER 2026-098  
IN RE SETTLEMENT AGREEMENT**

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

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



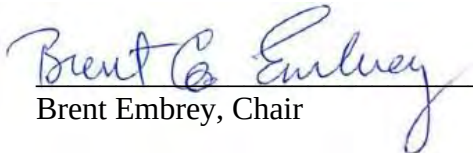
**APPROVED**

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 24<sup>th</sup> DAY OF SEPTEMBER, 2026.**

**THE INDIANA GAMING COMMISSION:**

  
Brent Embrey, Chair

ATTEST:

  
B.R. Lane, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

|                              |   |                   |
|------------------------------|---|-------------------|
| <b>IN RE THE MATTER OF:</b>  | ) |                   |
|                              | ) | <b>SETTLEMENT</b> |
| <b>BLUE CHIP CASINO, LLC</b> | ) | <b>26-BC-03</b>   |

**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**

**COUNT I**

1. 68 IAC 2-6-16 provides that the bill validator shall be equipped with a bill validator drop box to collect the currency and TITOs inserted into the bill validator.
2. 68 IAC 11-3-5 provides that the duties of the currency collection team shall include the following:
  - (A) For table games, the currency collection team shall collect and replace drop boxes at least one (1) time per day.
  - (B) For electronic gaming devices, the currency collection team shall collect and replace drop boxes in accordance with the casino licensee's approved internal controls.
3. Blue Chip's approved internal controls, F-10, provide the procedures for emergency drops.
4. On May 11, 2026, Gaming Agents were notified that bill validator (BV) boxes had not been reinstalled in several slot machines after an e-drop.
5. On May 12, 2026, additional information was received indicating that multiple machines in another bank had also been e-dropped without BV boxes being replaced. One technician had performed the e-drops, and another individual later discovered the issue after notification from the Soft Count team.
6. Soft Count personnel had noticed missing BV boxes, and internal email correspondence showed that the machines had not been marked as out of service, leading to confusion. Soft Count ultimately reinstalled the BV boxes. A manager acknowledged that the technician failed to reinstall the boxes and intended to address the issue.
7. Agents on duty confirmed they were not notified of the e-drops. Surveillance review verified that the technician conducted the e-drops without replacing the BV boxes as part

of a slot conversion project, with assistance from a security officer. Surveillance footage supported the details of the incident.

8. The investigation concluded that eleven gaming devices were e-dropped without BV boxes and that the Indiana Gaming Commission was not notified of four e-drops. Disciplinary action was issued to the technician involved.

## **COUNT II**

9. 68 IAC 11-7-1(b) provides for the purposes of this rule, "sensitive keys" means keys that either management or the commission considers sensitive to the casino licensee's operation and therefore require strict control over custody and issuance.
10. 68 IAC 11-7-3(b) provides that sensitive keys shall be returned to custody and signed in by the same occupational licensee they were issued to unless there is a documented change of shift.
11. On April 8, 2026, Gaming Agents were notified of a sensitive key violation. A casino manager was unable to locate key set #85, which contains nine sensitive keys stored in an upstairs key box. It was discovered that the key set remained in the possession of a casino supervisor who had already left the property. After being contacted, the supervisor returned to the casino and placed the keys back in the key box at 10:49 PM.
12. A surveillance review confirmed that the supervisor signed out key set #85 at 9:11 AM, left casino property at 6:12 PM with the keys, and returned them at 10:49 PM. The keys were off property for approximately four hours and thirty-eight minutes.

## **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 \$3,000 (\$1,500 for Count 1 and \$1,500 for Count 2) 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

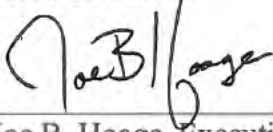
the Commission, Blue Chip agrees to promptly remit payment in the amount of \$3,000 and waive all rights to further administrative or judicial review.

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.

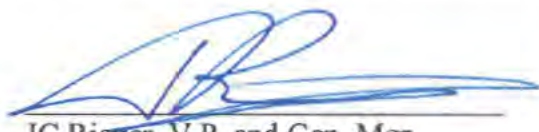
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



Joe B. Hoage, Executive Director  
Indiana Gaming Commission

9/16/2026

Date



JC Rieger, V.P. and Gen. Mgr.  
Blue Chip Casino, LLC

8/21/26

Date