

**ORDER 2009-199
IN RE SETTLEMENT AGREEMENT
BLUE CHIP CASINO, LLC
09-BC-04**

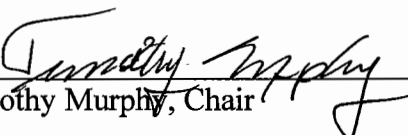
After reviewing the attached Settlement Agreement, the Indiana Gaming Commission hereby:

Approves
APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

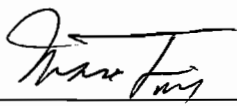
IT IS SO ORDERED THIS THE 12th DAY OF NOVEMBER, 2009.

THE INDIANA GAMING COMMISSION:



Timothy Murphy, Chair

ATTEST:



Marc Fine, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
BLUE CHIP CASINO, LLC)	09-BC-04
)	

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 15-12-3(a)(4) states based on the information contained on the fill slip, the casino cashier shall prepare the proper denomination of chips and sign the fill slip. The casino cashier shall sign the fill slip, summon a security officer and present the chips and fill slip to the security officer.
2. 68 IAC 15-12-3(a)(5) states that the security officer must verify that the denomination and amount of chips match the amount of the fill slip. The security officer shall sign the fill slip after verifying the chips match the fill slip.
3. 68 IAC 15-12-3(a)(8) states that the appropriate level of occupational licensee shall count the chips that are received as a live gaming device fill to ensure that the denominations and amounts received match the amounts and denominations reflected on the fill slip.
4. On September 19, 2009, a Gaming Agent investigated an issue reported by the Casino Controller regarding a fill that went to a table game on gaming day September 17, 2009. A review of the surveillance tape revealed that the table fill requested was for \$2000 in black chips and the cage sent out \$4000 in black chips. The error was discovered when the Cage Cashier counted down his drawer at the end of his shift and had a shortage of \$2000. The Cage Cashier, a Security Officer and two Table Games Floor Supervisors signed the fill slip or witnessed the transaction.

COUNT II

5. 68 IAC 11-3-6(c)(12) states that once all of the drop boxes have been counted, the soft count team shall complete the master gaming report or the bill validator report.
6. 68 IAC 11-3-6(c)(23) states in accordance with 68 IAC 15-7-3, the revenue auditor or the equivalent shall trace the total of the bill-in meter readings as recorded by the bill acceptor flash report to the actual count performed by the soft count team to determine variances. The casino licensee shall require an investigation of all variances. The results of the investigation shall be recorded and reported to the head of the accounting department and the commission audit staff.
7. 68 IAC 11-1-6(b) states failure to comply with approved internal control procedures may result in the initiation of a disciplinary action.
8. Pursuant to Blue Chip's Internal Controls Section C 12.1, on a daily basis the Revenue Audit Clerk or its equivalent will trace the total of the 'bills-in' meter readings as recorded by the validator flash report or equivalent to the actual count performed by the soft count team to verify agreement. The Revenue Audit Clerk or its equivalent will also compare the total of the e-tickets redeemed as reported by the central computer system with the actual count performed by the soft count team to verify agreement. Blue Chip shall require that all variances or discrepancies shall be investigated, recorded and reported to the Director of Finance, or their designee and the Commission staff.
9. On August 4, 2009, a Gaming Agent was contacted by the Surveillance Lead Agent regarding a bill validator box that contained money and TITO tickets was left on the drop cart. The bill validator box had been dropped on August 1, 2009, but the contents of the box had not been removed because the box did not contain the outside ticket indicating which slot machine it had come from. The box stayed in the soft count room until the drop on August 4th when the cart was moved to the casino floor in preparation of the drop. The bill validator box contained \$2,047.00 in cash and \$4,494.49 in TITO tickets. A variance was noted on the flash report printed after the count was finished on August 1st, but an investigation was not conducted, even though the Commission staff was notified of the variance.

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. 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 \$6,500 (\$4,000 for Count I and \$2,500 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 \$6,500 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.

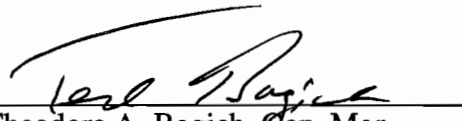
This Settlement Agreement shall be binding upon the Commission and Blue Chip.

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

Nov 9, 2009
Date



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

10/28/09
Date