

**ORDER 2013-200
IN RE SETTLEMENT AGREEMENT**

**BLUE CHIP CASINO, LLC
13-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.

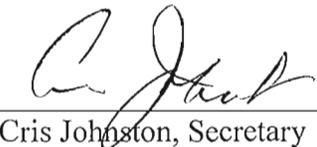
IT IS SO ORDERED THIS THE 21st DAY OF NOVEMBER, 2013.

THE INDIANA GAMING COMMISSION:



Matt Bell, Chair

ATTEST:



Cris Johnston, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
BLUE CHIP CASINO, LLC) **13-BC-03**
)

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

1. 68 IAC 1-5-1(10) states any riverboat or supplier licensee shall provide a written notice to the executive director at such time as it becomes aware of any apparent criminal activity taking place on riverboat property. This information must also be submitted to an enforcement agent.
2. 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-3 the security department is responsible for immediately notifying the on-duty Gaming Agent and management of any major incidents or emergency situations (potential or actual).
3. On July 10, 2013 a Gaming Agent was assigned by his Gaming Supervisor to investigate a battery that had occurred on July 9th at approximately 2340 hours. The victim was a Cocktail Waitress and given that both the Waitress and the Security Supervisor who responded to the battery had left the property, the Agent asked the on duty Security Supervisor if there was an incident report. The Supervisor stated that there was no report generated. Later the Agent spoke to the Waitress and verified that she had been touched on the buttocks by a patron. The Agent also spoke to the Security Supervisor who responded and discovered that the suspect was asked for identification. The suspected told the Supervisor that he did not have identification with him. The Supervisor then told the suspect that he was being ejected from the casino for 72 hours. The Supervisor told the Gaming Agent that he did not generate an ejection report since he was not present at the meeting where the Security Supervisors were told that reports were to be written for 72 hour ejections. The Agent was able to identify the subject via the casino’s recorded ID checker used at the boarding turnstile. The Gaming Agents were informed of the incident by a Surveillance Agent after the suspect had been escorted from the property.

4. On September 9, 2013 a Gaming agent was assigned by the Gaming Supervisor to investigate an incident that occurred on August 29, 2013 when a Housekeeper reported that she had been touched on the buttocks three separate times by the same patron. The Agent spoke to the Housekeeper who said she reported the incident to her Supervisor. The Supervisor had approached the Housekeeper within minutes of the incident because the suspect had complained that the Housekeeper was rude to him. The Supervisor told the Housekeeper that the next time it happened to call Security. The Housekeeper stated that she was told by the Custodial Supervisor not to contact other departments but to report to an immediate supervisor. She also stated that the suspect was in her area throughout the night making rude comments to her. The Housekeeper complained to a Security Supervisor and Officer and both stated that they can't and won't do anything to high rollers (suspect has not been identified as a "high roller"). On August 31, 2013 the Housekeeper was called into an office to speak to a Custodial Supervisor and a Housekeeping supervisor due to the suspect complaining to the corporate office. The Housekeeper was informed that they were not going to write her up, but instead give her a coaching session. The Housekeeper stated she felt that nothing was being done because the suspect was a patron and that next time she would call the police. The Agent received a copy of the statement written by the Housekeeping Supervisor. The Supervisor verified that she had received the complaint from a B-Connected employee and that the Housekeeper had told her about the battery. The Supervisor also stated that the Housekeeper told her she had talked to a Security Supervisor and was told since the patron was a VIP player that she would just have to deal with it. The Supervisor told the Housekeeper that she did not have to deal with it and wanted the name of the Security Supervisor. The Housekeeper would not give her the name. The battery was reported to a Gaming Agent on September 8, 2013 by the Security Manager.

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 \$5,000 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 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 \$5,000 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

11.14.13

Date



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

8865

10-30-13

Date