

**ORDER 2024-81  
IN RE SETTLEMENT AGREEMENT**

**BLUE CHIP CASINO, LLC  
24-BC-02**

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

**APPROVED**


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APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 20th DAY OF JUNE, 2024.**

**THE INDIANA GAMING COMMISSION:**

  
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Milton O. Thompson, Chair

ATTEST:

  
\_\_\_\_\_  
Marc Fine, Commissioner

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 ) **SETTLEMENT**  
**BLUE CHIP CASINO, LLC** ) **24-BC-02**

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small 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 11-1-2(1) provides that the procedures of the internal control system are designed to ensure assets of the casino licensee are safeguarded.
2. 68 IAC 11-3-5 provides the procedures for currency collection.
3. Blue Chip’s approved internal control procedures, K-13.1, describes Emergency Bill Validator Drop Procedures.
4. Blue Chip’s approved internal control procedures, L-4, describes the procedures for the drop process.
5. On January 13, 2024, Security notified Gaming Agents that a currency collection violation had occurred. Security provided that the Count Room Manager requested a review of one (1) section of the drop process for electronic gaming devices (“EGD”) that may have been missed. Upon review of the section, Security identified four (4) EGDs still had “cold” bill validator boxes next to them, indicating that the drop was not completed on these EGDs.
6. As a result, a Slot Technician performed an emergency drop on the EGDs but failed to notify the Gaming Agents prior to completing the emergency drop. A review of surveillance coverage identified several internal control deficiencies during the drop process including the following: 1) Security was not properly stationed at each end of the drop area, 2) the location of the drop cart was not correct, 3) Security did not define the drop area in an organized way and did not request any patrons to suspend play and/or clear the aisle and 4) Security did not visually sweep the area to make sure it was secure.

**COUNT II**

7. 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.
8. 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.
9. On February 16, 2024, the Slot Repair Manager notified Gaming Agents that a sensitive key set was found hanging in the pad lock for the secure slot storage gate. A review of Surveillance coverage showed that the keys were left unattended for approximately five and a half hours.
10. On February 17, 2024, a Casino Shift Manager notified Gaming Agents that a Dual Rate Floor Supervisor/Pit Boss left property with a set of sensitive keys. The sensitive keys provide access to utility drawer which houses the table shoes, card and dice storage drawer, roulette chip tray covers, roulette wheel cover, chip tray covers, craps bank cover and half of the progressive controller cabinet, as it is a dual keyed cabinet. The keys were off property for approximately forty-eight (48) minutes.

### COUNT III

11. 68 IAC 11-3-6 provides the requirements for the soft count process.
12. Blue Chip’s approved internal control procedures, L-7, describe the procedures for the soft count process.
13. On April 3, 2024, Surveillance notified Gaming Agents that Revenue Audit requested a review of the soft count process for the three (3) live gaming devices. A review of surveillance coverage determined that the count for each of the three (3) live gaming devices was run as one (1) through the currency counter. The three (3) live gaming devices were banded together, totaling \$15,282. A Count Room Attendant can be seen holding three (3) yellow tickets which identifies each table where the currency came from. Since the funds were commingled, there is no accurate record of the amount of currency from each of the involved live gaming devices.
14. The Gaming Agent spoke with the Count Room Manager who advised that the older currency counter was out of order. The newer model was used and when scanning multiple drop boxes, the consecutive feature must be activated on the machine to get a total for each box. The Count Room Attendant ran the three (3) boxes without activating the consecutive feature, resulting in the currency counter scanning all currency as if it had come from (1) box.
15. Surveillance was unable to determine how much currency each box contained. Revenue Audit calculated the count for the three (3) live gaming devices by using similar day

counts. Due to the currency being combined, an accurate count for each table could not be established.

### **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 \$8,500 (\$3,000 for Count I, \$4,000 for Count II and \$1,500 for Count III) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each Count of 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 \$8,500 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

*Greg Small*

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Greg Small, Executive Director  
Indiana Gaming Commission

5/28/24

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Date

*Brenda Temple*

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

5.26.24

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Date