

**ORDER 2022-147
IN RE SETTLEMENT AGREEMENT**

**BLUE CHIP CASINO, LLC
22-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 27th DAY OF SEPTEMBER, 2022.

THE INDIANA GAMING COMMISSION:


Milton Thompson, Chair

ATTEST:


Jason Dudich, Secretary

STATE OF INDIANA
INDIANA GAMING COMMISSION

IN RE THE MATTER OF:)
) SETTLEMENT
BLUE CHIP CASINO, LLC) 22-BC-03

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 11-9-2(a) provides the casino licensee or trustee shall submit to the executive director internal control procedures concerning the withholding of cash winnings from delinquent obligors in accordance with 68 IAC 11-1.
2. 68 IAC 11-1-3(c)(4) provides that no casino licensee or casino license applicant may use an internal control procedure unless the internal control procedure has been approved, in writing, by the executive director.
3. Blue Chip's approved internal control procedures, K-23, describes the procedures for the child support registry.
4. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (CSADR) for April 2022. The results of this audit found one (1) individual was not searched through the CSADR system at the time a taxable jackpot was won.
5. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (CSADR) for May 2022. The results of this audit found four (4) individuals were not searched through the CSADR system at the time a taxable jackpot was won.

COUNT II

6. 68 IAC 27-10-3(d) provides if the system generated sports wagering window net receipts for the shift do not agree with the sports wagering count sheet total plus the sports wagering inventory, the shift supervisor shall record any overage or shortage. If the count does not agree, the cashier and the shift supervisor shall attempt to determine the cause of the discrepancy in the count. Any discrepancy that cannot be resolved by the cashier and the shift supervisor shall be reported in writing to the department supervisor in charge at such time. Any discrepancy in excess of five hundred dollars (\$500) shall be reported to the commission. The report shall include the : (1) date on which the discrepancy

occurred; (2) shift during which the discrepancy occurred; (3) name of the cashier; (4) name of the supervisor; (5) window number; and (6) amount of the discrepancy.

7. On July 1, 2022, Gaming Agents were notified of a \$8,000 variance that occurred at the close of the FanDuel sportsbook. The variance was discovered by a Revenue Audit Supervisor while conducting an audit.
8. A Cage Shift Manager advised Gaming Agents that she closed out the cash drawer for a Dual Rate Cage Cashier/Supervisor who was working in the casino cage on June 7, 2022. The sportsbook has a cash drawer located in the casino cage so patrons can cash in sportsbook vouchers when the sportsbook is closed. The Cage Shift Manager thought the Dual Rate Cage Cashier/Supervisor did not have any transactions completed in the sportsbook cash drawer and produced a cash management receipt in the amount of \$8,000, the amount typically held in the sportsbook cash drawer at the start of the shift. The Cage Shift Manager subsequently closed out the drawer. The Dual Rate Cage Cashier/Supervisor advised the Cage Shift Manager that there was a \$50 voucher redeemed and the drawer balance was \$7,950 at the end of the shift.
9. The Cage Shift Manager advised Gaming Agents that she did not know how to void the \$8,000 so she wrote "entered incorrect total" at the top of the cash management receipt. The Cage Shift Manager then produced an additional cash management receipt to correct the discrepancy. The Cage Shift Manager assumed that accounting would fix the error once they saw her written note since she did not know how to void the first receipt.
10. The Cage Shift Manager failed to notify her Supervisor of this event and the Gaming Agents were also not notified of this event as required. Gaming Agents were notified twenty-four (24) day after the occurrence.

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 \$6,500 (\$5,000 for Count I and \$1,500 for Count II) 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

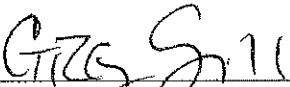
the Commission, Blue Chip agrees to promptly remit payment in the amount of \$6,500 and shall waive all rights to further administrative or judicial review.

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.

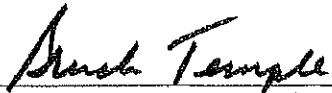
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



Greg Small, Executive Director
Indiana Gaming Commission

9/15/2022

Date



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

9.14.22

Date