

ORDER 2015-202
AN ORDER OF THE INDIANA GAMING COMMISSION
IN RE SETTLEMENT AGREEMENT
GAMING ENTERTAINMENT (INDIANA), LLC d/b/a RISING STAR CASINO
15-RR-03

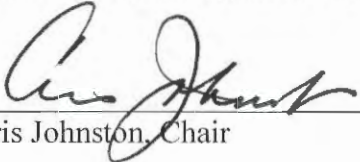
After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

APPROVES

the proposed terms of the Settlement Agreement.

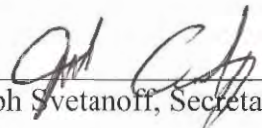
IT IS SO ORDERED THIS 12th DAY OF NOVEMBER, 2015.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
GAMING ENTERTAINMENT (INDIANA),)	15-RR-03
LLC)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Gaming Entertainment (Indiana), LLC (“Rising Star”) (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. According to a letter dated April 6, 2015 the casino stated they wished to re-introduce the outdoor “Tiki Bar” tropical themed game setting on the 4th level of the vessel and install up to twenty (20) Electronic Gaming Devices. The 4th level deck would be open to the public only during certain times and as weather permitted. While the area was open, a security officer would be assigned to patrol the 4th level deck to ensure proper control of the area.

2. On August 15, 2015, a Gaming Agent was notified by a Slot Tech Supervisor that a Slot Technician discovered three slot machines in the Tiki Bar were left in service after the Tiki Bar closed at midnight. The machines had not been played and the Supervisor produced paperwork documenting the machines had not been played. The Agent reviewed video coverage and confirmed that after the emergency drop of the machines by a Slot Technician the machines were not taken out of service. The Agent also noted that there was no Security Officer patrolling the deck. In the letter submitted by the casino to the Commission, the casino had stated that while the Tiki Bar area was open, a security officer would be assigned to patrol the deck to ensure proper control of the area. The Agent reviewed approximately six hours of video and there was not a security officer patrolling the area. The Agent also spoke to the Security Director who stated that there were no officers assigned to patrol the deck with the Tiki Bar; however, the officer assigned to level 3 was to periodically walk through the level 4 area.

COUNT II

3. 68 IAC 12-1-5.5 states Surveillance employees shall visually record the following events when they are known to occur on the property directly or indirectly owned or operated by a casino licensee:
 - (2) Observed criminal activity.
 - (4) Detention of persons.
 - (5) Treatment of disorderly individuals.

4. 68 IAC 12-1-7(c) states recordings depicting detention or questioning of a detained individual or employee, procedural errors, regulatory violations, or criminal activity must be copied and provided to enforcement agents upon request. The casino licensee shall retain recordings under this section for a period of time not less than sixty (60) days and store the recordings in the following manner:
 - (1) Analog video and audio tapes, and copies of digital video recordings stored on tape, digital video disk, or other storage medium for later reproduction must:
 - (A) contain the date and time reading;
 - (B) be marked with the:
 - (i) date and time the recording was made;
 - (ii) identities of the employee or employees responsible for the monitoring; and
 - (iii) identity of the employee who removed the tape from the recorder and the time and date removed; and
 - (C) be secured in a cabinet that is in close proximity to the surveillance room that is security-locked and accessible by surveillance employees only.

5. 68 IAC 12-1-5(b) states the surveillance system shall provide coverage of each of the following areas as specified in this rule:
 - (1) Areas of the main bank, including the following:
 - (A) A general overview of the entire area of each cage and vault area with sufficient clarity to identify patrons and employees.
 - (B) Dedicated coverage with sufficient clarity to identify the following:
 - (i) Currency.
 - (ii) Coin.
 - (iii) Tokens.
 - (iv) Cash.
 - (v) Cash equivalents.
 - (vi) Chip values.
 - (vii) Amounts on credit slips in an area where fills and credits are transacted.

6. On July 6, 2015 a Gaming Agent was contacted by Security Dispatch and advised of an altercation involving two males that was occurring at the turnstiles. Security Dispatch further advised that one of the males had made reference to getting a firearm. The Agent responded and spoke to one of the males, while a Security Officer spoke to the other male. The Agent asked Surveillance to look at the video coverage to determine the extent of the interaction between the males. It was determined the altercation was not physical and no firearm was observed on the footage. The Agent spoke to both males and each gave different accounts as to the cause of the

disagreement. The men were sent on separate ways with a warning not to have further contact with each other. The Agent reviewed video footage and found one of the males had followed the other out of the casino and initiated the contact in the pavilion. Approximately 14 hours later, when the Agent was back on duty, he revisited the incident on the surveillance system and found clips of the incident were not archived nor visually recorded by the surveillance department.

7. On July 29, 2015, a Gaming Agent was notified of a violation that was reported by the Surveillance Manager. In July 2015 the casino initiated a remodeling project in the Main Cage and Marker Bank. On July 24, 2015 a portion of the project was completed and two cameras were placed back into service after their coverage had been approved by a Gaming Agent. The Surveillance Manager reported that on July 28, 2015 the Surveillance Department found that the two cameras were not recording. This occurred due to the cameras not being set-up correctly and as soon as the issue was noticed the cameras were switched to the monitors which were actively recording. The set-up on the cameras was corrected that day. The Surveillance Manager took action to prevent future occurrences. The result of this error was ninety-six hours of digital coverage for the two cameras was not recorded.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Rising Star by and through its agents as described herein constitute a breach of IC 4-33, 68 IAC and/or Rising Star's approved internal control procedures. The Commission and Rising Star hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Rising Star. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

Rising Star shall pay to the Commission \$10,500 (\$3,000 for Count I and \$7,500 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 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, Rising Star agrees to promptly remit payment in the amount of \$10,500 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 Rising Star.

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



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

11/19/15

Date



Steven Jimenez, General Manager
Rising Star Casino & Resort

11/2/15

Date