

**ORDER 2017-54
IN RE SETTLEMENT AGREEMENT
GAMING ENTERTAINMENT (INDIANA), LLC
17-RR-01**

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 23rd DAY OF MARCH, 2017.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
)
GAMING ENTERTAINMENT (INDIANA),) **SETTLEMENT**
LLC) **17-RR-01**
)

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 1

1. 68 IAC 11-3-5 states the currency collection process shall proceed in the following manner:
 - (1) The currency collection team shall be under the constant observation of a security officer. The security officer shall not handle the currency.
 - (2) Surveillance shall be notified at the initiation of the currency collection process. The entire currency collection process shall be monitored and recorded by surveillance.
 - (5) The designated currency collection team member shall collect the live gaming device drop boxes and the bill validator drop boxes.
 - (6) The live gaming device or bill validator drop box that was removed shall be placed in the drop box storage cart for transportation to the soft count room.
2. 68 IAC 12-1-6(3) states surveillance employees must continuously monitor and visually record the currency collection in accordance with 68 IAC 11-3.
3. On October 1, 2016, a Gaming Agent received a call from Security Dispatch that a “hot” bill validator (“BV”) box (box containing cash and TITO tickets) was found sitting in a chair in front of an electronic gaming device (“EGD”). The Agent went to the location of the EGD and verified that the BV box did contain currency. The BV box was escorted to the count room by two drop team members and a Security Officer. The Agent reviewed video coverage and found that a Dual Rate Count Room Attendant (“DRCRA”) had placed the “hot” BV box on the chair after removing it from the machine. She replaced the “hot” BV box with a “cold” BV box (an empty box), but failed to pick up the “hot” BV box. The DRCRA locked the drop box door and the door to the slot machine. A Security Officer then pulled on the door to ensure that it was locked. Both the DRCRA and Security Officer failed to notice the “hot” BV box left on the chair. The Security Officer did a final sweep of the area and again missed the “hot” BV box. While viewing the video the Agent noted that the area where the EGD is located is dark and it

was difficult to see the bank of EGDs. The Agent also observed the camera that is usually fixed on the EGD was moved to observe the drop and not reset to its original shot after the drop. The "hot" BV box was unsecured for approximately six hours. It should also be noted that the Surveillance Employee tasked to observe the drop failed to note the box was not placed in the bill validator cart.

COUNT II

4. 68 IAC 15-1-2(1) states the purpose of the accounting records and procedures is to ensure the assets of the casino licensee or casino license applicant are safeguarded.
5. 68 IAC 15-4-3 states the riverboat licensee or riverboat applicant shall establish procedures for the transfer or storage of chips.
6. Rising Star Internal Control Cashier's Cage-Chips, Section 3-19 states chips will only be purchased from a licensed supplier. Shipment must be by secured shipment via an exclusive courier who shall be required to use sealed doors and have a procedure to document all step along route. Signatures of the employees counting the chips will be placed on the supplier's paperwork, as well, as the name of the Commission Agent observing the delivery of the chips.
7. On October 5, 2016, a Gaming Agent was asked by the Gaming Supervisor to investigate value chips left unattended on the dock. The chips were discovered by two other Gaming Agents. The Agent found that the box of 2,000, \$5.00 value chips had been delivered by FED-EX and signed for by a Receiver. The box of chips was not shipped via a secured shipment. The box of chips was left unsecured for approximately 10 minutes before being discovered by the two Gaming Agents. There was surveillance coverage of the area where the chips were left.

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.

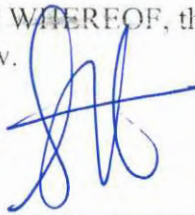
Rising Star shall pay to the Commission a total of \$4,500 (\$2,000 for Count I and \$2,500 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings 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 \$4,500 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.

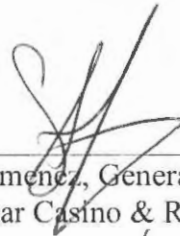
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date and year as set forth below.



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

3/14/17

Date



Steven Jimenez, General Manager
Rising Star Casino & Resort

3/6/17

Date