

**ORDER 2021-35
IN RE SETTLEMENT AGREEMENT**

**GAMING ENTERTAINMENT (INDIANA), LLC d/b/a RISING STAR CASINO
RESORT
21-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, 2021.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
)
) **SETTLEMENT**
GAMING ENTERTAINMENT (INDIANA),) **21-RR-01**
LLC d/b/a RISING STAR CASINO RESORT)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Gaming Entertainment (Indiana), LLC d/b/a Rising Star Casino Resort (“Rising Star”) (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 11-1-3(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.
2. 68 IAC 13-1-1(b)(2) and (3) provides the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe the licensee is not complying with licensure conditions or is not complying with this Act or this title.
3. Rising Star’s approved internal control procedures, Section 3-14(4), describe the procedures for Child Support Intercept Process.
4. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (CSADR) for November 2020. The results of this audit were that two (2) individuals were not searched in the CSADR at the time a taxable jackpot was won.

COUNT II

5. 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.
6. 68 IAC 13-1-1(b)(2) and (3) provides the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe the licensee is not complying with licensure conditions or is not complying with this Act or this title.

7. Rising Star's approved internal control procedures, Sec. 6-1 – Security Duties and Responsibilities, (E)(3)(B), provide that Security Officers will notify the Surveillance Department prior to any card and dice escort.
8. On October 30, 2020, Surveillance notified a Gaming Agent that Security failed to notify Surveillance prior to do a card and dice escort.
9. 68 IAC 2-3-9(b) provides riverboat licensees shall notify the commission that an occupational licensee is in violation of the requirements of this rule or IC 4-33 if the riverboat licensee is aware of the violation.
(c) Occupational licensees shall do the following:
 - (1) Notify the commission of any changes in the information submitted in the application or any information that could render the licensee ineligible to hold an occupational license.
 - (2) Cooperate with and provide truthful information to enforcement agents and staff during any investigation regarding criminal activity or regulatory violations, or both.(d) Occupational licensees must notify the commission that a riverboat licensee, a supplier licensee, or an occupational licensee has violated the Act or this title as soon as the occupational licensee becomes aware of the violation
10. 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.
11. 68 IAC 13-1-1(b)(2) and (3) provides the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe the licensee is not complying with licensure conditions or is not complying with this Act or this title.
12. Rising Star's approved internal control procedures, Sec. 6-3 – Security Log and Reports, D, describes the procedures for the security activity log.
13. On December 22, 2020, Gaming Agents were assisting a Rising Sun Police Officer with an arrest when the Police Officer advised she had been on property earlier in the day. The Police Officer advised that she had requested Gaming Agent assistance through Security and even knocked on the Gaming Agent land office door but received no response. The Gaming Agent advised he was the only Agent on duty and was at the casino at the time. The Gaming Agent had not been notified by Security or Surveillance of the Police Officer's presence on property or that assistance was requested. The Police Officer expressed concern for future calls and assistance not being available in high risk situations.
14. Gaming Agents carry shift phones so that they are able to be reached at all times when they are out of the office. Gaming Agents have also provided phone lists to Security so they can be reached. Prior to leaving the office, the Gaming Agent informed Security

Dispatch that he was going to the casino floor and advised what shift phone he could be reached on.

15. While investigating why the Gaming Agent was not called, it was determined that Security did not have the phone list anywhere and Security Dispatch had not relayed this message that the Gaming Agent would be on the casino floor and on his shift phone. A review of the surveillance log indicated that Police Officer was on property to talk to Gaming Agents, however, the Security log had no notation about this and neither contacted the Gaming Agent.

COUNT III

16. 68 IAC 12-1-5 (a) Surveillance employees shall:
 - (1) monitor regularly; and
 - (2) visually record, either by:
 - (A) continuous recording; or
 - (B) motion activation;whichever is appropriate; the surveillance system coverage of the areas described in this section.
 - (b) 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) Cash.
 - (iv) Cash equivalents.
 - (v) Chip values.
 - (vi) Amounts on credit slips in an area where fills and credits are transacted.
 - (2) Hard and soft count rooms including a general overview of each room and additional dedicated coverage capable of clearly identifying the following: (A) Employees.
 - (B) The value of cash and cash equivalents.
 - (3) The route, both inside and outside the casino, through which monies are transported.
 - (4) The location in which cards and dice are stored and canceled.
 - (5) Ticket redemption kiosks, automated teller machines, and bill breakers with dedicated coverage sufficient to identify the following:
 - (A) Individuals using or servicing the machine.
 - (B) Whether or not cash was received by the individual as a result of the transaction.
 - (c) The surveillance system must provide an overall view of pit areas and gaming tables capable of clearly identifying the following:
 - (1) Dealers.
 - (2) Patrons.
 - (3) Hands of the participants.

- (4) Facial views of the participants.
- (5) Pit personnel.
- (6) Activities of the pit personnel.
- (7) The amount and incrementation of a progressive jackpot contained on a progressive jackpot display of a live gaming device.
- (d) The playing surface of the live gaming devices must be viewed by the surveillance system with sufficient clarity to do the following:
 - (1) Determine the following:
 - (A) Wagers.
 - (B) Card values.
 - (C) Game results.
 - (2) Clearly observe, in detail, the following:
 - (A) Chip trays.
 - (B) Cash receptacles.
 - (C) Tip boxes.
 - (D) Dice.
 - (E) Shuffle machines.
 - (F) Card shoes.
- (e) Roulette tables must be viewed by the surveillance system with color cameras.
- (f) Electronic gaming device surveillance must be capable of providing the following:
 - (1) A view of all patrons.
 - (2) A facial view of the patrons with sufficient clarity to allow identification of a patron.
 - (3) A view of the electronic gaming device with sufficient clarity to observe the result of the game.
 - (4) An overall view of the areas around the electronic gaming device.
 - (5) A view of bill validators with sufficient clarity to determine bill value and the amount of credit obtained.
 - (6) Progressive games, including dedicated coverage of the following:
 - (A) An electronic gaming device or group of electronic gaming devices with a possible jackpot payout in excess of fifty thousand dollars (\$50,000).
 - (B) The progressive display showing the incrementation of the progressive jackpot for an electronic gaming device or a bank of electronic gaming devices.
- (g) The surveillance system must include cameras dedicated to monitoring areas where the following items are transported or stored:
 - (1) Cash.
 - (2) Cash equivalents.
 - (3) Chips.
 - (4) Cards. (5) Dice.
- (h) The surveillance system must include cameras dedicated to monitoring the following:
 - (1) All activities in any area of the security office where a person may be detained and questioned by the security department. Areas where a person may be detained and questioned must display a notice clearly stating that the area is or may be under surveillance.

(2) The entrances and exits of the casino and the entrances and exits of the following rooms in the casino with sufficient clarity to identify a person using the entrances and exits:

- (A) Count rooms.
- (B) Vaults.
- (C) Surveillance rooms.
- (D) Security rooms.
- (E) Cage areas.

17. On November 9, 2020, Surveillance notified Gaming Agents that a surveillance malfunction had occurred. Two (2) Network Video Recorders (NVR) went into an alarm. One (1) lost intermittent recording on all fifty-eight (58) cameras for approximately an hour. The other NVR lost intermittent recording on all fifty-seven (57) camera for approximately an hour.
18. On November 10, 2020, Surveillance notified Gaming Agents that a surveillance malfunction had occurred. Three (3) NVRs went into an alarm. One (1) lost intermittent recording on all fifty-seven (57) cameras for approximately an hour. Another NVR lost intermittent recording on all sixty-four (64) cameras for approximately an hour. Another NVR lost intermittent recording on all fifty-eight (58) cameras for approximately an hour.
19. On November 11, 2020, Surveillance notified Gaming Agents that a surveillance malfunction had occurred. Two (2) NVRs went into an alarm. One (1) lost intermittent recording on all twenty-eight (28) cameras for approximately an hour. The other NVR lost intermittent recording on all sixty-three (63) cameras for approximately an hour.
20. Rising Star conducted a call with North American Video to troubleshoot the issues and no issues could be found except that the system had been running on a back-up server rather than the primary server.
21. On November 12, 2020, Surveillance notified Gaming Agents that a surveillance malfunction had occurred. One (1) NVR went into an alarm and lost intermittent recording on all sixty-two (62) cameras for approximately an hour.
22. On November 13, 2020, Surveillance notified Gaming Agents that a surveillance malfunction had occurred. Two (2) NVRs went into an alarm. One (1) lost intermittent recording on all sixty-four (64) cameras for approximately an hour. The other NVR lost intermittent recording on all sixty-three (63) cameras for approximately an hour.
23. On November 22, 2020, Surveillance notified Gaming Agents that a surveillance malfunction had occurred. One (1) NVR went into an alarm and lost intermittent recording on all sixty-two (62) cameras for approximately an hour.

24. Rising Star's surveillance system has a total for eleven (11) NVRs containing 1,154 cameras which all malfunctioned at some point. All cameras lost intermittent recordings during these outages including all sensitive areas.

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, IC 4-38, IC 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.

Rising Star shall pay to the Commission a total of \$9,000 (\$2,000 for Count I, \$2,000 for Count II and \$5,000 for Count III) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in the findings 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, Rising Star agrees to promptly remit payment in the amount of \$9,000 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 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

Date

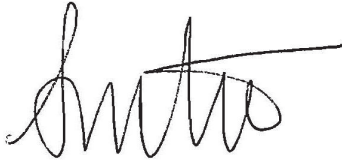


Benjamin Douglass, General Manager
Gaming Entertainment (Indiana), LLC

3-16-21

Date

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

3/23/21

Date

Benjamin Douglass, General Manager
Gaming Entertainment (Indiana), LLC

Date