

**ORDER 2013-207
IN RE SETTLEMENT AGREEMENT
GAMING ENTERTAINMENT (INDIANA), LLC
13-RR-05**

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

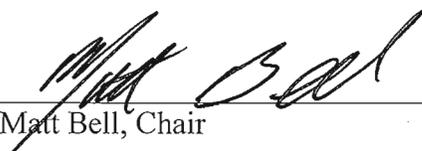
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

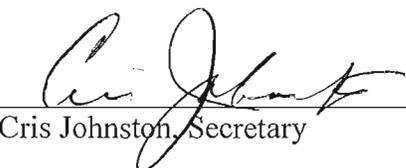
IT IS SO ORDERED THIS THE 21st DAY OF NOVEMBER, 2013.

THE INDIANA GAMING COMMISSION:



Matt Bell, Chair

ATTEST:



Cris Johnston, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
GAMING ENTERTAINMENT (INDIANA),)	13-RR-05
LLC)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton 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

1. 68 IAC 1-9-2(b) states the casino licensee shall equip the commission surveillance room with the following:
 - (1) A personal computer with view and print access to all of the casino licensee's computer equipment inside the casino, including, but not limited to, the following:
 - (A) Player tracking system.
 - (B) Patron credit system.
 - (C) Central computer system.
 - (4) A display screen or screens having the capability to show the live feed of three (3) surveillance cameras, at a minimum.

A display screen must meet the following requirements:

 - (A) The resolution must be of the same or higher quality of those used in the licensee's surveillance room.
 - (B) At least one (1) of the live feed displays must be in color.
 - (5) The surveillance system must be equipped to record and play back videotapes and digital recordings. The recording and playback equipment shall be of equal or better quality than the recording and playback equipment used in the surveillance room.
 - (6) The surveillance system must be capable of monitoring or recording, or both, without being overridden, anything visible by video monitor or display screen to employees of the casino licensee working in the casino's surveillance room.
 - (7) A printer capable of generating instantaneously, upon command, a clear color or black and white, or both, copy of the image depicted on a recording.
 - (8) A date and time generator synchronized to a central clock capable of being displayed on any of the display screens and being recorded.
 - (12) A computer system that will immediately notify enforcement agents of access to or egress from the following:
 - (A) The surveillance room.

- (B) The hard count room.
- (C) The soft count room.
- (D) Cages.
- (E) Vaults.

2. On September 15, 2013 a power outage occurred at the casino. Three Gaming Agents reported to the casino. One of the Agents found that all turnstile surveillance cameras were not operating. The turnstiles remained operational, but Security suspended boarding until a Gaming Agent was present and verified the turnstiles were working properly. The turnstile cameras were non-operational for approximately 90 minutes. In the table games area the emergency lighting came on after several seconds and the lights came back on after approximately 4 minutes. When the lights went out the Dealers placed the covers over the chip trays immediately. Once the emergency lights went on the center isle of the area was still quite dark as emergency lights in the ceiling did not come on. Most of the light in the table games area was coming through the windows as this outage occurred during the day. It was discovered that the circuit for the ceiling lights was disconnected due to the affect the lights have on the surveillance cameras in washing out the picture. The Agent contacted the Engineer Supervisor who advised the Agent the emergency lights power cords had been unplugged from the emergency power and when they were plugged back in numerous bulbs were burnt out. He stated that the cords were unplugged approximately three to four years ago at the request of the Surveillance Director. Finally, in the Commission office in the pavilion the surveillance system did not switch over to the emergency power. The Agent then contacted the Surveillance Tech to inquire about the surveillance system. The Agent was told that the system did switch to emergency power, but that there is only 18 minutes of backup power. If the power is out for more than 18 minutes the system loses all power and when the power does come back up a switch must be manually moved over to regular power. The Surveillance Tech is the only person with access to the room where the switch is. According to the Gaming agents the surveillance system in the Commission office did not come back on after the power outage. Also review of the surveillance recordings show the surveillance system was not on backup power and was actually down for approximately three hours and fifteen minutes. One of the computers in the Commission office did turn back on for eighteen minutes and then turned off until power was restored in the pavilion. On June 11, 2012 Rising Star was granted a waiver to remove all of the surveillance equipment from the Commission office located on the boat since the Commission office in the pavilion was capable of allowing the Gaming Agents to perform the same job duties and functions. A condition of the waiver was that the computers and surveillance equipment located in the pavilion office would be connected to the emergency circuit, ensuring that the pavilion office would continue to have power and functioning surveillance equipment should the pavilion experience a disruption to electrical service.

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 \$13,000 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 \$13,000 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.



Ernest E. Yelton, Executive Director
Indiana Gaming Commission

11.14.13
Date



Steven Jimenez, General Manager
Rising Star Casino & Resort

11/5/13
Date