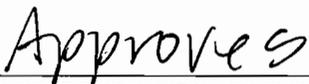


**ORDER 2011-187  
IN RE SETTLEMENT AGREEMENT  
GAMING ENTERTAINMENT (INDIANA), LLC  
11-RR-01**

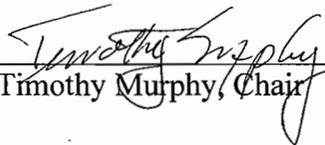
After having reviewed the attached Settlement Agreement, the Indiana Gaming Commission hereby:

  
\_\_\_\_\_  
APPROVES OR DISAPPROVES

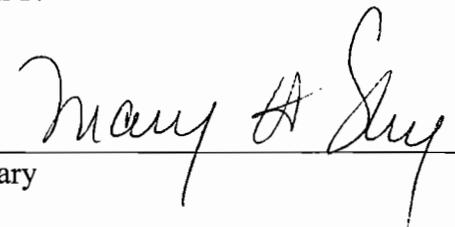
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 15th DAY OF SEPTEMBER, 2011.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Timothy Murphy, Chair

ATTEST:

  
\_\_\_\_\_  
Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 ) **SETTLEMENT**  
**GAMING ENTERTAINMENT (INDIANA), ) 11-RR-01**  
**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 11-1-6(b) states failure to comply with approved internal control procedures may result in the initiation of a disciplinary action. According to Grand Victoria’s Internal Control 2-6, Currency Collection, For 24 Hour Gaming:  
The Bill Validator Drop Box Storage Cart will be stationed at the end of the aisle where the bill validator drop box collection process will commence. One (1) Security Officer will monitor the cart throughout the entire collection process. Security will request any patrons playing an Electronic Gaming Device on the banks to be dropped to suspend play, and clear the aisle. Patrons will be allowed to remain within view of the Electronic Gaming Device from which their play was suspended. After all patrons and non-drop team employees have been cleared from the designated drop area, two (2) Security Officers will station themselves at opposite ends of the designated drop area. Security will prevent patrons and non-drop employees from entering the designated drop area while the bill validator drop boxes are being collected.
2. On July 16, 2011 a Gaming Agent was monitoring the currency collection (“drop”) process when he noticed that a patron was escorted by security through the area where part of the drop team was collecting the BV boxes and the other part of the team was opening slot machine doors to collect the BV boxes.

**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 \$2,500 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 \$2,500 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.

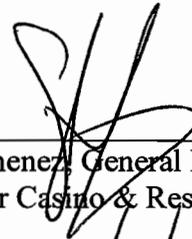
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date and year as set forth below.



Ernest E. Yelton, Executive Director  
Indiana Gaming Commission

9-8-11

Date



Steven Jimenez, General Manager  
Rising Star Casino & Resort

9/2/11

Date