

**ORDER 2013-062
IN RE SETTLEMENT AGREEMENT
GAMING ENTERTAINMENT (INDIANA), LLC
13-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 21st DAY OF MARCH, 2013.

THE INDIANA GAMING COMMISSION:



Matt Bell, Chair

ATTEST:



Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
)
GAMING ENTERTAINMENT (INDIANA),) **SETTLEMENT**
LLC) **13-RR-01**

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

COUNT 1

1. According to the approved submission of this promotion all rewards members would receive at least one free entry into the drawing and could accumulate free entries daily by swiping their rewards cards at the Free Entry Station during certain days. Entries could also be earned based upon rated play and through direct mail
2. On September 23, 2012, a Gaming Agent discovered that patrons, who were swiping their player club cards to activate their entries for a drawing, were not receiving the appropriate number of entries they earned during the month of September. The Agent found out the issue was due to an input error by the Director of IT. Although the Events and Promos Supervisor was aware of the incident, he decided to continue the promotion as planned. Seventy patrons were affected by not receiving all of their entries. There were 13 drawings conducted which were affected. The Events and Promos Supervisor tried to correct the number of entries before the final drawing, but was only able to correct seventeen of the seventy patrons affected.

COUNT II

3. 68 IAC 15-1-2(8) states the purpose of accounting records and procedures is to ensure that:
 - (A) the functions, duties, and responsibilities are appropriately segregated and performed in accordance with sound practices by competent, qualified personnel; and
 - (B) no employee of the casino licensee is in a position to perpetuate and conceal errors or irregularities in the normal course of the employee's duties.

4. In a Memorandum to all the casinos dated September 29, 2005 the Commission allowed dual-rate employees to work both positions in the same shift pursuant to the following condition: Dual-rate employees working in the table games department may not work both positions during the same shift in the same pit area.
5. On October 2, 2012, a Gaming Agent witnessed a Dual Rate Floor Supervisor (“DRFS”) dealing at a Let It Ride table then switch to being a Floor Supervisor. This was done in the same shift in the same pit.

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 \$8,500 (\$7,500 for Count I and \$1,000 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 \$8,500 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
3.14.13

Date



Steven Jimenez, General Manager
Rising Star Casino & Resort
2/25/13

Date