

ORDER 2015-103
AN ORDER OF THE INDIANA GAMING COMMISSION
IN RE SETTLEMENT AGREEMENT
GAMING ENTERTAINMENT (INDIANA) LLC d/b/a RISING STAR CASINO RESORT
15-RR-01

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

APPROVES

the proposed terms of the Settlement Agreement.

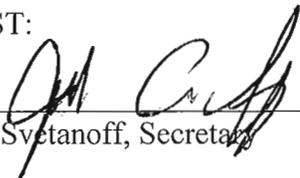
IT IS SO ORDERED THIS 18th DAY OF JUNE, 2015.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
)
) **SETTLEMENT**
GAMING ENTERTAINMENT (INDIANA),) **15-RR-01**
LLC)

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. Pursuant to Rising Star’s Internal Controls, Section 7, Number 2, C, 1, B, surveillance room access shall be limited to Surveillance employees and Internal Audit staff. Any other Rising Star employee or vendor with a legitimate need to enter the surveillance room may do so upon approval from the Executive Director or his/her designee.
2. Pursuant to Rising Star’s Internal Controls, Section 7, Number 3, G, 3, visitors log is defined as a log to be signed by anyone allowed entrance into the surveillance room, other than surveillance personnel and shall identify all visitors, state the department or agency the visitor represents, state the reason for access to the room, provide the date and time of arrival and departure from the room and be retained a minimum of 90 days.
3. On February 5, 2015, an IGC Agent checked the visitor’s log and noticed an entry on January 20, 2015 that had not been filled out correctly. This entry lacked the nature of the entry and time out. A follow-up with the Surveillance Manager and Supervisor indicated that a vendor from TSI was in the room for about a minute, but could not be confirmed. A Surveillance Tech indicated to the Surveillance Manager that he left Gaming Agents a voicemail regarding the entry.

COUNT II

4. 68 IAC 11-3-3 (c)(2) states access to the soft count room shall be restricted to the following individuals:
 - (A) Members of the soft count team.
 - (B) Members of the currency collection team.

- (C) Maintenance personnel and supervisors who are accompanied by security personnel for problem resolution.
 - (D) The internal auditor or equivalent, accompanied by security personnel, to verify the accuracy of the count machine.
 - (E) Security personnel in conjunction with official duties.
 - (F) Main bank employees in conjunction with official duties reconciling the soft count.
 - (G) Enforcement agents in the performance of official duties.
 - (H) Individuals specifically authorized by the commission or enforcement agents.
5. Pursuant to Rising Star's Internal Controls, Section 2, number 1, according to IGC Waiver granted November 13, 2013, maintenance personnel and vendors will be allowed in the Count Room without constant Security escort while performing maintenance when count procedures are not being performed. Maintenance/vendor personnel will be allowed ingress/egress by Security personnel, complete the ingress/egress log, and be granted approval to enter the room by local IGC. Security will complete a visual sweep of the room to ensure there is no cash or cash equivalents present in the room prior to entry by maintenance/vendor.
 6. On February 26, 2015, the Director of Human Resources/In House Counsel called the Gaming Supervisor to inquire if the Director of Finance had notified the Gaming Agents that an auditor from an accounting firm had entered the mantrap and count room. The Gaming Agents had not been notified. Upon review of surveillance coverage, the Director of Finance, the Cage/Credit Manager and a vendor (a Certified Public Accountant Business Advisor) enter the mantrap and the count room. The vendor did not wear a count room jump suit. The Director of Finance felt that he did not need to notify the Gaming Agents since he notified Security and Surveillance. The Surveillance Supervisor stated that they were notified by Security that the Director of Finance and Cage/Credit Manager were entering soft count but were not made aware of the vendor. By the time his Surveillance employees realized the vendor was in the count room the violation had already occurred.

COUNT III

7. According to Rising Star's Internal Controls, Section 6, Number 3, E, it states notwithstanding the foregoing, if any Full House Resorts, Inc. personnel, Rising Star General Manager, Rising Star Executive Director or Rising Star Director schedules a meeting with a vendor or visitor in an office or conference room located off the gaming vessel, no visitor or vendor badge is required so long as the Full House Resorts personnel, General Manager, Executive Director or Director escorts the visitor or vendor to and from the meeting location. A separate Executive Offices Vendor/Visitor Log will be maintained in the Executive Offices. The Executive Offices Vendor/Visitor Log will include the following: (1) Name of visitor/vendor; (2) Name of Company (if applicable); (3) Name of Full House/Rising Star personnel providing escort; (4) Date of Visit; (5) Time of Arrival; and (6) Time of Departure.
8. On January 29, 2015, Full House Resorts CEO arrived at the IGC land office to get his fingerprints for the Mississippi Gaming Commission. The CEO arrived at the IGC office without a visitor's badge or an escort. A surveillance review was conducted and the CEO was never observed signing in the Rising Star Casino Resort Executive offices visitor and vendor log.

During this review, the CEO was also observed in the back of the house, and meeting with various staff members of Rising Star Casino in the executive offices. A review of the visitor and vendor log also found no log entry for the CEO's visit.

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.

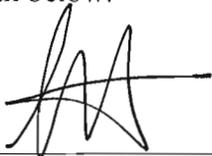
Rising Star shall pay to the Commission a total of \$9,500 (\$1,500 for Count I; \$3,000 for Count II and \$5,000 for Count III) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to 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 \$9,500 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.

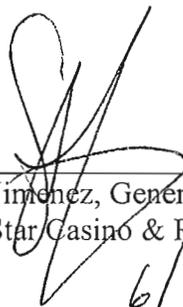
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date and year as set forth below.



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

6/9/15

Date



Steven Jimenez, General Manager
Rising Star Casino & Resort

6/4/15

Date