

**ORDER 2015-157**  
**AN ORDER OF THE INDIANA GAMING COMMISSION**  
**IN RE SETTLEMENT AGREEMENT**  
**GAMING ENTERTAINMENT (INDIANA), LLC dba RISING STAR CASINO**  
**15-RR-02**

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

APPROVES

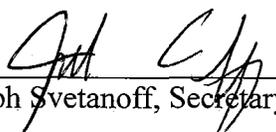
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS 17th DAY OF SEPTEMBER, 2015.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Cris Johnston, Chair

ATTEST:

  
\_\_\_\_\_  
Joseph Svetanoff, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 )  
**GAMING ENTERTAINMENT (INDIANA), ) SETTLEMENT**  
**LLC ) 15-RR-02**  
 )

**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**

1. 68 IAC 1-16-1(c) states the casino licensee responsible for the following:
  - (1) Ensuring that all aspects of the casino gambling operation are conducted in accordance with IC 4-33, IC 4-35, this title, and all other state, federal, and local laws.
  - (2) The acts of its employees and agents in the course of their employment.
  
2. On December 11, 2014 a Gaming Agent received a phone call from a Surveillance Supervisor regarding a report he received from Security about an oil/fuel spill that was coming from the Rising Star Riverboat and going into the Ohio River. The Agent went to the 2<sup>nd</sup> level starboard aft outer walkway and with his flashlight was able to see a black oil slick going down river. The Agent descended to the 1<sup>st</sup> level outer walkway and saw oil on the walkway that stopped at a floor grate that allowed the oil to flow into the river. An absorbent boom had been placed on the walkway in front of the grate to catch the oil. The Agent spoke to the Marine Manager while on the bow of the vessel. The Manager told the Agent the waste oil tank had overfilled while they were pumping the bilge of the vessel; the excess fluid ran out of the vent and into the river. The casino had called the Environmental Protection Agency (EPA). The Agent suggested that they also contact the United States Coast Guard (USCG), the Indiana Department of Environmental Management (IDEM) and the Department of Natural Resources (DNR). The Agent returned to the Commission office to see if the casino had submitted an emergency plan for a hazardous waste spill. The Agent was unable to locate a plan. The Agent received a phone call from the Chief of the Rising Sun Fire Department who was briefed on the situation and then offered a small watercraft if Rising Star could not get theirs to operate. The casino accepted the offer as they could not get their small boat to operate. Once it became daylight a Gaming Agent took pictures and video of the scene and after viewing the pictures and video it was apparent that other contaminants besides used engine oil were included in the spill. Also a video showed a Rising Star employee applying what appears to be Dawn dish detergent to the slick. The dish detergent will bind with the oils causing the petroleum to sink to the bottom where it cannot be recovered with surface procedures and has little if any chance to dissipate naturally. This is a

violation of federal law. Numerous agencies responded to the incident and investigated for possible criminal and/or civil violations. The agencies were USGC, EPA and IDEM. The casino hired a private environmental cleanup company to clean up the spill. The casino informed the Gaming Supervisor that they had not received any reports from the investigating agencies so the Gaming Supervisor contacted them. The USCG did a report that was not shared with the casino. The USCG did not assess a fine as they determined the Commission, with ABS, was the regulating authority. The IDEM report stated that the USCG explained to them that the standard operating procedures for removing waste oil had not been followed. The Rising Star Chief Engineer was questioned about the amount of oil in the bilge and he responded that during an oil change some of the oil spilled into the bilge. The Engineer had no answer as to why so much oil was in the bilge. All the reports confirm that the employees responded to a high water alarm and started the pump to transfer oil/water from the bilge to the oil/water tank to accept the water that was being pumped into the tank. An employee did not confirm that there was enough room in the oil/water tank to accept the water being pump into it. The tank overflowed through the tank vent and into the water. An employee did check the sight glass on the tank to determine the liquid level in the tank and it was discovered the sight glass had a stain on it at the half way point. The top of the site glass is blocked by a duct vent and to view it a person must use a ladder. Finally there was an allegation that the engines were started on the riverboat to disperse the oil; however the Chief Engineer and Marine Manager deny this even though the engine temperature was hotter than normal. Both employees also stated that they did not ask any employees to put the dish detergent in the water and had no knowledge of detergent being put in the water. The Gaming Supervisor interviewed the Engineer observed pouring the dish detergent into the oil slick in the water. The Engineer admitted to pouring the dish detergent into the water and stated that he did not know how the four large bottles of dish detergent happened to be on the deck of the vessel.

### **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 \$5,000 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 \$5,000 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.

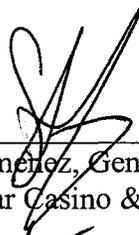
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date and year as set forth below.



\_\_\_\_\_  
Sara Gonso Tait, Executive Director  
Indiana Gaming Commission

9/15/15

\_\_\_\_\_  
Date



\_\_\_\_\_  
Steven Jimenez, General Manager  
Rising Star Casino & Resort

9/9/15

\_\_\_\_\_  
Date