

**ORDER 2017-102
IN RE SETTLEMENT AGREEMENT
GAMING ENTERTAINMENT (INDIANA), LLC
17-RR-02**

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

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

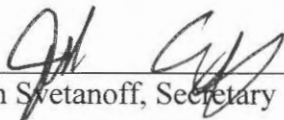
IT IS SO ORDERED THIS THE 29th DAY OF JUNE, 2017.

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),)	17-RR-02
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. 68 IAC 13-1-1(b)(2)(3) states the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe the licensee is not complying with licensure conditions or is not complying with this Act or this title.
2. Rising Star’s Internal Control Procedures, 2-6, Bill Validator Currency Collection, for 24 hour gaming, states in part that security will prevent patrons and non-drop employees from entering the designated drop area while the bill validator drop boxes are being collected.
3. On December 10, 2016, a Gaming Agent reviewed surveillance coverage and observed an unidentified white female patron approached the temporary barricade that had been put in place by Rising Star Security for the drop. The female patron moved the barricade aside and walked through a portion of the drop area while the drop was actively in progress. The female patron exited the drop area on her own by moving a second barricade and a chair that was blocking the area. No Security Officers were watching over that section. A Security Lieutenant (Lt) present during the drop acknowledged the oversight and stated one of the drop Security Officers was in another area of the casino assisting with a jackpot payout.

COUNT II

4. 68 IAC 12-1-5.5(12) states surveillance employees shall visually record any other activity deemed necessary by the Commission to ensure compliance with IC 4-33, IC 4-35 and this title.
5. 68 IAC 12-1-7(a) states all recordings must be kept in accordance with this section.
(b) Recordings depicting routine activity must (1) contain the date and time of reading and (2) be retained a minimum of seven (7) days.
6. 68 IAC 12-1-3(c)(13) and Rising Star Internal Control Procedures, Section 7-2, outline the required capabilities of Rising Star's surveillance system.
7. On January 11, 2017, a Gaming Agent was made aware that fifteen (15) cameras were not working correctly. These were landside cameras; however, three of these cameras were slot storage cameras. The cameras were able to be pulled up in the monitor room but were not saving recorded shots as required. The three (3) slot storage cameras were pulled up on the monitors in the surveillance room and watched by surveillance employees until the issue could be fixed.
8. On January 11, 2017, it was reported that the PSN for these cameras were rebooted and the cameras were working. The camera coverage was lost between the times they went down until the PSN was rebooted. The Tech stated that this PSN was not connected to another PSN so a hot swap could not occur to provide backup coverage as required.

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 \$3,500 (\$1,500 for Count I and \$2,000 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.

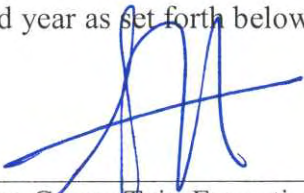
Upon execution and approval of this Settlement Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the

Settlement Agreement by the Commission, Rising Star agrees to promptly remit payment in the amount of \$3,500 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

6/12/17

Date



Steven Jimenez, General Manager
Rising Star Casino & Resort

6/5/17

Date