

**ORDER 2017-208  
IN RE SETTLEMENT AGREEMENT**

**GAMING ENTERTAINMENT (INDIANA), LLC d/b/a RISING STAR CASINO  
RESORT  
17-RR-04**

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

**APPROVED**

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APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 16<sup>th</sup> DAY OF NOVEMBER, 2017.**

**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 d/b/a RISING STAR CASINO RESORT** ) **17-RR-04**

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and Gaming Entertainment (Indiana), LLC d/b/a Rising Star Casino Resort (“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 15-13-2(a) states in accordance with 68 IAC 15-1-3, the casino licensee or casino license applicant shall submit policies and procedures covering manually paid jackpots.
2. 68 IAC 15-13-2(d) state manually paid jackpots shall proceed in the following manner:  
(8) The slot attendant shall reset the electronic gaming device so that play on the electronic gaming device may continue. The electronic gaming device shall be relocked after it is cleared. The security officer or slot department employee shall remain present throughout this procedure.
3. Rising Star Internal Control Procedures, Section 3-14, describe the procedures for complying with 58 IAC 15-13-2.
4. On August 2, 2017, the Slot Department reported a violation. A Slot Attendant had reset the slot machine without a Security Officer present. Therefore, the Security Officer or second Slot Attendant could not verify the jackpot and witness the reset.
5. 68 IAC 15-1-2(a) states the purpose of the accounting records and procedures rule is to ensure the following: (1) The assets of the casino licensee or casino license applicant are safeguarded.
6. On August 9, 2017, the Slot Department reported a violation. A Slot Attendant had been issued a pouch containing \$2,000. At the end of her shift, the Slot Attendant returned her keys to the key Traka Box. The Slot Attendant then returned to the slot office and appeared to remove her pouch strap off her shoulder. There is no surveillance coverage in the slot office. Surveillance showed a person entering and exiting the office but when the Slot Attendant returned from the Slot Office, she was no longer wearing her pouch. At that time, the \$2,000 was unsecured and unaccounted for. The Slot Attendant left the

property for the day. Once she reached the employee walkway outside, she turned around and headed back to the slot office, where she retrieved her pouch and returned it to the main cage. All funds were returned in full.

7. On May 24, 2017, Rising Star submitted their intent to have the Tiki Bar Section open beginning on May 26, 2017, with hours of operation on Friday and Saturday 5 p.m. – 1 a.m., and on Sundays from Noon to 8 p.m. The email also states that Rising Star would provide the Commission with a 24 hour notice if they decide to open the Tiki Bar Section Monday through Thursday. The Table Games Manager also provided an email to the Gaming Agents stating that for the weekend of August 25<sup>th</sup>, the Tiki Bar Section would only be operational on Friday, August 25<sup>th</sup> and Saturday, August 26<sup>th</sup>.
8. On September 1, 2017, Surveillance notified Gaming Agents of a violation that occurred in the Tiki Bar Section. On August 27, 2017, an emergency drop was performed in the Tiki Bar Section after the section had been closed for the night and the Slot Tech did not put the Electronic Gaming Device out of service after he collected the BV box from the game.

While working on a report, the Count Room Supervisor determined that a slot machine was in service and receiving play on days that it was scheduled to be out of service. The machine received play on August 27 and 28, 2017. After discovering the slot machine was still in service, another emergency drop was conducted and the machine was placed out of service.

9. 68 IAC 11-7-1(b) states for the purposes of this rule, “sensitive keys” means keys that either management or the commission considers sensitive to the casino licensee’s operation and therefore require strict control over custody and issuance. The term includes keys that will allow access to currency, chips, electronic gaming devices or any item that would affect the integrity of a game.
10. 68 IAC 11-7-3(b) states sensitive keys shall be returned to custody and signed in by the same occupational licensee they were issued to unless there is a documented change of shift.
11. On September 2, 2017, a Dual Rate Slot Supervisor notified Gaming Agents that a Slot Attendant failed to sign her keys back into the key Traka Box. Based on the surveillance coverage available of the area where slot pouches are kept, it appears that the keys were left attached to the Slot Attendant’s pouch. The keys were unsecured for approximately three (3) hours.

**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 \$4,000 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 in the findings above. If the Commission subsequently discovers facts that give rise to additional or separate violations, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in the findings above.

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 \$4,000 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

11/13/17

\_\_\_\_\_  
Date



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Steven Jimenez, General Manager  
Rising Star Casino & Resort

11/13/17

\_\_\_\_\_  
Date