

ORDER 2016-142
AN ORDER OF THE INDIANA GAMING COMMISSION
IN RE SETTLEMENT AGREEMENT
GAMING ENTERTAINMENT (INDIANA), LLC d/b/a RISING STAR CASINO
16-RR-02


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

APPROVES

the proposed terms of the Settlement Agreement.

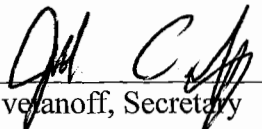
IT IS SO ORDERED THIS 19th DAY OF MAY, 2016.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:



Joseph Svelanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
)
) **SETTLEMENT**
GAMING ENTERTAINMENT (INDIANA),) **16-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

1. 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 reading; and
(2) be retained a minimum of seven (7) days.
2. 68 IAC 12-1-9(a)(2) surveillance equipment that is out of service due to malfunction must be repaired within twenty-four (24) hours.
3. On March 1, 2016, the Director of Surveillance informed the Gaming Supervisor of a PSN Hot Swap failure in surveillance. The Gaming Supervisor asked a Gaming Agent to investigate the failure. The Agent discovered that fourteen cameras on the casino floor lost coverage for six minutes. The loss was due to output cards in a camera bay not working. The initial fix was to replace the camera bay, which would require the casino to temporarily shut down and the casino sent the details. Prior to temporarily shutting down the casino, a simpler fix was found and the casino did not shut down.
4. On March 22, 2016, the Surveillance Manager reported to a Gaming Agent that a PSN Hot Swap had failed resulting in the video loss from fourteen cameras. Thirteen of the cameras lost coverage for three minutes and one lost coverage for approximately an hour and a half.
5. On March 27, 2016, a Gaming Agent was informed by a Lead Surveillance Observer that the video coverage for one camera was lost for approximately three days. The camera covered slot machines on the casino floor. Normally during every surveillance shift, a surveillance employee performs a camera check at the beginning of the shift. A review of the surveillance logs, during the video loss, showed seven separate shifts of the camera check were performed. One shift failed to report if the camera check was completed. A total of eight surveillance shifts failed to notice that video on the camera was not being recorded.

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.

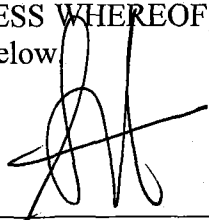
Rising Star shall pay to the Commission a sum of \$25,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings of fact, specifically alleged herein. If 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 \$25,000 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.

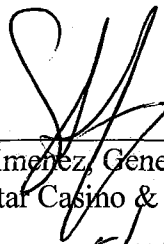
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date and year as set forth below



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

5/11/16

Date



Steven Jimenez, General Manager
Rising Star Casino & Resort

5/4/16

Date