

**ORDER 2019-250  
IN RE SETTLEMENT AGREEMENT**

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

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

**APPROVED**

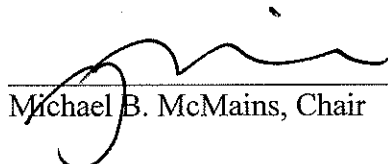
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APPROVES OR DISAPPROVES


the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 17<sup>th</sup> DAY OF DECEMBER, 2019.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Michael B. McMains, Chair

ATTEST:

  
\_\_\_\_\_  
Joseph Sveranoff, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF: )  
 )  
GAMING ENTERTAINMENT (INDIANA), ) **SETTLEMENT**  
LLC d/b/a RISING STAR CASINO RESORT ) **19-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 enter into this settlement agreement (“Agreement”) 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 1-12.5-2(a) provides that a casino licensee shall submit a promotional event to the commission for approval or review if the promotional event is listed under sections [section] 1(d) or 1(e) of this rule.  
(c) A submission for approval or review under subsection (a) must include the following:
  - (1) A copy of the official rules.
  - (2) A detailed description of the ways a patron can win.
  - (3) A copy of the marketing materials.
  - (4) A copy of documents used in the implementation of the promotional event.
  - (5) The signature of the casino licensee's general manager or designee.
2. On September 20, 2019, the Events and Promotions Supervisor notified a Gaming Agent of an issue with a promotional set-up. The promotion was supposed to award \$1,000 to any patron whose name was drawn. The patron was required to be a rewards club member and had to insert their rewards club card one time into any electronic gaming device after 5 p.m. on the day of the drawing. Every thirty (30) minutes between 6 p.m. to 9 p.m. two (2) winners who qualified would be announced.

The Events and Promotions Supervisor advised that by 7 p.m. no prizes had been claimed. Subsequently, the Events and Promotions Supervisor checked the casino's player tracking system and discovered that none of the winners that were drawn had inserted their player's card during the day. It was determined that the parameters of the drawing had been set-up incorrectly.

This is the fourth incident in 2019 where Rising Star failed to properly set-up a promotional event. Three (3) other instances occurred in which: 1) a Rising Star employee incorrectly responded to computer prompts which resulted in eligible patrons not being correctly entered to win promotion; 2) promotional dates were incorrectly

entered into the program and did not register patrons' entries; and 3) a computer program was not set up to start drawing winners on the correct date.

**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.

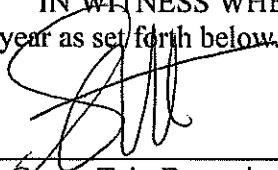
Rising Star shall pay to the Commission a total of \$1,500 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in the findings of this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged in the findings 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 Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Rising Star agrees to promptly remit payment in the amount of \$1,500 and shall waive all rights to further administrative or judicial review.

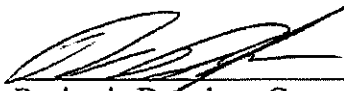
This Agreement constitutes the entire agreement between the Parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This 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

12/9/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Benjamin Douglass, General Manager  
Gaming Entertainment (Indiana), LLC

12-5-19  
\_\_\_\_\_  
Date