

**ORDER 2022-32  
IN RE SETTLEMENT AGREEMENT**

**GAMING ENTERTAINMENT (INDIANA), LLC  
d/b/a RISING STAR CASINO RESORT  
22-RR-01**

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

**APPROVED**

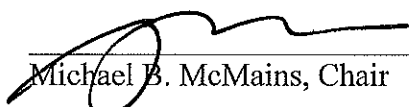
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APPROVES OR DISAPPROVES


the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 8<sup>th</sup> DAY OF MARCH, 2022.**

**THE INDIANA GAMING COMMISSION:**

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

ATTEST:

  
\_\_\_\_\_  
Jason Dudich, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 )  
**GAMING ENTERTAINMENT (INDIANA), )     **SETTLEMENT****  
**LLC d/b/a RISING STAR CASINO RESORT )     **22-RR-01****

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small 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**

**COUNT I**

1. 68 IAC 11-1-3(c)(4) provides that no casino licensee or casino license applicant may use an internal control procedure unless the internal control procedure has been approved, in writing, by the executive director.
2. 68 IAC 13-1-1(b)(2) and (3) provides 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.
3. Rising Star’s approved internal control procedures, Section 3-14(4), describe the procedures for Child Support Intercept Process.
4. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (CSADR) for August 2021. The results of this audit were that three (3) individuals were not searched in the CSADR at the time a taxable jackpot was won.
5. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (CSADR) for October 2021. The results of this audit were that one (1) individual was not searched in the CSADR at the time a taxable jackpot was won.

**COUNT II**

6. On May 5, 2020, the Commission issued a memo on new procedures for ABS group approval of positional reorganizations to all casinos utilizing marine vessels. The memo provided that effective immediately, casino operators must submit positional reorganizations relating to marine operations, public safety, and/or facilities related to marine vessels directly to ABS Group for review and approval prior to sending to the IGC.

Once the operator has made the ABS Group required changes to the submission and received approval, the operator will then send the submission to the IGC for final consideration. Submissions to the IGC without prior approval from ABS Group will not be accepted.

7. On April 19, 2021, the Commission sent an email correspondence to all Indiana casinos notifying them that facility directors, including individuals with equivalent job titles and responsibilities, would require Level 1 licensure. Any property that was not in compliance with this directive would need to ensure that their facility director filed a PD1, a Level 1 license application by May 20, 2021.
8. 68 IAC 13-1-1(b)(2) and (3) provides 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.
9. 68 IAC 2-3-1(i) provides the job positions required hold a Level 1 occupational license.
10. The Commission is charged with making licensing determinations for the employees of the Indiana casinos based off the regulation outlined in the Indiana Administrative Code. The need for licensure is determined by Commission staff through job description and an organizational chart submission by the casino. Submissions must be sent to the Commission's Gaming Administrator for review and approval prior to implementation.
11. On May 4, 2021, Rising Star's Executive Director of Finance and Administration sent a job description submission to the Commission to have the Director of Resort Operations ("DoRO") position absorb the duties of the Director of Facilities ("DoF") position.
12. On May 18, 2021, the Commission's Deputy Director internally inquired whether the DoF position was vacant, and if the submission had been submitted to ABS as is required in the May 5, 2020, memo from the Commission.
13. As of June 2, 2020, Rising Star did not have a DoF position. Rising Star had not submitted a job description submission to the Commission to approve the plan of allowing the DoRO to absorb the DoF's job duties.
14. From June 2, 2020-April 19, 2021, the DoF's position was a level 3 licensed position for Rising Star. Any permanent job duty changes should have been sent to the Commission for review, especially for positions that cover security and safety, as the DoF position did.
15. On May 19, 2021, the Commission sent Rising Star an email regarding the job description submission from Rising Star. The Commission advised that the May 5, 2020, memo would need to be followed. If the DoRO was to submit a PD1, at that time, the DoRO position was not considered a level 1 licensed position by the Commission and therefore, the Commission could not review the PD1, if submitted. The Commission requested an

explanation as to why the DoF position was not filled when it became vacant in June 2020 and who oversaw those duties since that time.

16. On May 20, 2021, the Commission received the PDI application for the DoRO. It was the Commission's belief that the PDI was sent in the mail prior to the Commission's email sent on May 19<sup>th</sup> and that Rising Star was not in direct opposition of the directive from the Commission. On May 19, 2021, Rising Star provided that they would submit the organizational chart to ABS and keep the Commission updated on the communication with ABS.
17. Rising Star provided that they terminated all but a handful of employees at the end of March 2020 due to the COVID-19 closure. As a result of the closure and uncertainties, Rising Star management was continually evaluating labor efficiencies at all levels. Following the resignation of the DoF, Rising Star re-evaluated that position and determined that they could reallocate the primary responsibilities to his direct supervisor, the DoRO, as well as delegate some of the secondary responsibilities to others in the facilities department. As a result, the DoF position was not filled, and the DoRO assumed direct oversight of the facilities department.
18. It was the duty of Rising Star's former Director of Human Resources to notify the Commission of changes in the organizational chart. The Director of Human Resources was terminated from her position at Rising Star in April 2021. While Rising Star did submit DoF term notification to the Commission on June 2, 2020, Rising Star has been unable to locate correspondence notifying the Commission of the DoRO's delegation of the responsibilities of the DoF.
19. On May 21, 2021, the Commission's Deputy Director reached out to Rising Star to request the notices sent by casino management to Rising Star's Human Resources Department. Rising Star provided that the decision not to fill the DoF position and have the DoRO absorb those duties was made by verbal conversations amongst the General Manager, the Executive Director of Finance and Administration, and the Director of Human Resources and the DoRO. When a decision not to fill a position is made, particularly for a position of upper management, the applicable department(s) and Human Resources discuss with the General Manager, and the final decision is made by the General Manager. Rising Star does not have a dedicated form for position eliminations. Rising Star's staff was working under the assumption that once the decision was made, the Director of Human Resources would submit a revised organizational chart to the Commission, which unfortunately, did not occur. Later that day, the job description submission was submitted to ABS and the Commission was copied.
21. On August 2, 2021, Rising Star resubmitted the job description submission with approval of ABS, however, it did not include an approval of the Emergency Assistance Plan ("EAP").
22. On August 13, 2021, the Commission advised the submission would not be reviewed until the EAP was approved by ABS as well.

23. On September 1, 2021, Rising Star resubmitted the job description submission with the approved EAP letter.
24. On September 8, 2021, the Commission reached out to Rising Star due to issues with the submission.
25. On October 12, 2021, the Commission followed up on the submission, as no response was submitted to the September 8, 2021, email.
26. On October 27, 2021, the Commission followed up again on the submission as no response was submitted to the September 8, 2021, or October 12, 2021, emails. Rising Star and Commission staff went back and forth on the issues with the job description submission until November 4, 2021. The submission then was pending with the Commission internally for licensing determination.
27. On November 17, 2021, the submission was approved by the Commission, and the Commission would now review the PDI application for the DoRO to hold the new level one DoRO position.

### COUNT III

28. IC 4-33-9-12(a) provides a person who is less than twenty-one (21) years of age may not be present in the area of a riverboat where gambling is being conducted.
29. 68 IAC 1-11-1(c) provides a person under twenty-one (21) years of age shall not be present in a casino.
30. On November 28, 2021, Gaming Agents were notified that a male patron was in the Sportsbook and carrying a baby.
31. On December 11, 2021, Gaming Agents were notified that a small child, approximately two (2) years of age, entered the Sportsbook.
32. On December 22, 2021, Gaming Agents were notified of a minor child in the Sportsbook.

### COUNT IV

33. 68 IAC 12-1-3 provides the requirements for surveillance equipment.
34. 68 IAC 12-1-4 & 12-1-5 provides the requirements for required surveillance coverage.
35. 68 IAC 12-1-6 provides the requirements for continuous monitoring by the surveillance system.

36. On November 8, 2021, Gaming Agents were notified that a network video recorder (“NVR”) was experiencing malfunctions. One (1) NVR malfunctioned on multiple occasions, once during the soft count process which led to concerns because there were multiple cameras on this NVR. During this outage, ten (10) soft count cameras experienced malfunctions during the soft count process. During this malfunction, the Gaming Agents instructed Surveillance that the Count Team needed to exit the soft count room and wait in the mantrap until video was restored. It was determined the count was completed but they were waiting on the Main Banker to perform the buy. This NVR malfunctioned on five (5) different days and thirteen (13) different occasions from one (1) to forty (40) minutes.
37. On November 9, 2021, Surveillance advised that eight (8) malfunctioning cameras in the soft count room on the NVR would be temporarily moved to an NVR Manual Failover recorder along with one (1) of the mantrap cameras so moving forward any failures with the NVR would not affect the count process and the soft count cameras would go uninterrupted. Rising Star’s Surveillance Team subsequently contacted North American Video (NAV) to notify them of the issues and get tech support.
38. On November 12, 2021, another NVR experienced a malfunction for approximately three (3) minutes. This NVR contained a soft count camera which covered the Cummins currency counter machine. During the outage, the Count Room Attendant was operating the Cummins machine and had cash in front of her. The Count Room Attendant was covered by another camera, however, you could not see the currency. The soft count team continued counting during the outage. This NVR malfunctioned on seven (7) different days and twenty (20) different occasions from one (1) to forty (40) minutes.
39. On November 12, 2021, Gaming Agents were advised that a third NVR was experiencing malfunctions. This NVR malfunctioned on eight (8) days and twenty (20) different occasions from one (1) to sixteen (16) minutes.
40. On November 15, 2021, Surveillance notified the Gaming Agents that Rising Star had discussed the outages with NAV, and the issue had been elevated to level 3 engineers. Their log review determined that the Linux Operating System was maxing out the available memory and they felt adding more random-access memory (RAM) would resolve the issue.
41. On November 18, 2021, Gaming Agents were advised that a fourth NVR was experiencing malfunctions. This NVR malfunctioned on one (1) day on two (2) different occasions from one (1) to two (2) minutes.
42. On November 22, 2021, Gaming Agents were advised that a fifth NVR was experiencing malfunctions. This NVR malfunctioned on one (1) day on two (2) different occasions from two (2) to four (4) minutes.
43. On November 25, 2021, Gaming Agents were advised that a sixth NVR was experiencing malfunctions. This NVR malfunctioned on one (1) day on five (5) different occasions from two (2) to three (3) minutes.

44. On November 26, 2021, Gaming Agents were advised that a seventh NVR was experiencing malfunctions. This NVR malfunctioned on four (4) days and sixteen (16) different occasions from one (1) to five (5) minutes.
45. On November 26, 2021, Gaming Agents were advised that an eighth NVR was experiencing malfunctions. This NVR malfunctioned on five (5) days and fourteen (14) different occasions from one (1) to five (5) minutes.
46. On November 27, 2021, Gaming Agents were advised that a ninth NVR was experiencing malfunctions. This NVR malfunctioned on six (6) days and thirteen (13) different occasions from one (1) to four (4) minutes.
47. On December 7, 2021, Surveillance advised that the process to repair the malfunctioning NVR's was completed. NAV was on call with Rising Star to assist and remote in for technical issues. NAV would remote in and turn off the NVR's one at a time which would result in the NVR transferring to a failover NVR. The Surveillance Tech would remove the old, outdated RAM sticks and add two (2) new RAM sticks to the NVR. The NVR would then be powered back up and would be communicating within eight (8) to ten (10) minutes. Once communication was restored, the NVR failover would be terminated, and the cameras would transfer back to their original NVR.

#### COUNT V

48. 68 IAC 15-9-3(a) provides the casino licensee or operating agent must establish policies and procedures in connection with the removal, collection, and counting of the tip box contents for subsequent distribution to gaming occupational licensees. These policies and procedures must include, at a minimum, the following: (1) Tip boxes must be dropped and counted at the end of each day. Surveillance must be notified before the emptying of any tip boxes.
49. On August 10<sup>th</sup>, August 15<sup>th</sup>, November 4<sup>th</sup>, November 22<sup>nd</sup>, and December 7, 2021, Surveillance notified Gaming Agents that two (2) Dealers failed to notify Surveillance prior to beginning the dealer token collection.
50. 68 IAC 11-4-4(a) provides at any time when a live gaming device is closed, chips remaining at the live gaming device shall be counted by the appropriate level of occupational licensee assigned to the live gaming device and verified by the pit boss or the equivalent.
  - (b) A live gaming device inventory slip shall be prepared.
  - (c) The occupational licensee and the pit boss or the equivalent who observed the count of the contents of the tray shall sign the inventory slip at the time of closing the live gaming device attesting to the accuracy of the information recorded.
  - (d) The occupational licensee shall immediately deposit the closer in the drop box.
  - (e) The pit boss or the equivalent shall place the opener on the live gaming device tray in a manner that the amounts on the opener may be read through the cover and lock the transparent live gaming device tray lid in place.

51. On November 5, 2021, a table inventory closer violation occurred. The form noted \$317 in purple \$318 chips. The physical inventory was \$12,500 in purple \$500 chips.

### COUNT VI

52. 68 IAC 13-1-1(b)(2) and (3) provides 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.

53. The Commission's expectation for the Indiana casinos is that to have a fully functioning casino, you must always have a fully operational Cage the casino is open for business.

54. 68 IAC 15-1-2(1) provides the purpose of the accounting records and procedures is to ensure the assets of the licensee are safeguarded.

55. On September 9, 2021, the Cage was only staffed with one (1) cage employee on property, and she left the cage unmanned while going to the restroom. The cage was unmanned for thirteen (13) minutes.

56. On October 1, 2021, the Cage was only staffed with one (1) cage employee on property, and she left the cage unmanned while going to the restroom. The cage was unmanned for four (4) minutes.

57. On October 12, 2021, the Cage was only staffed with one (1) cage employee on property, and she left the cage unmanned while going to the restroom. The cage was unmanned for seven (7) minutes.

58. On November 4, 2021, the Cage was only staffed with one (1) cage employee on property, and she left the cage unmanned while going to the restroom. The cage was unmanned for three (3) minutes.

59. On November 10, 2021, the Cage was only staffed with one (1) cage employee on property, and she left the cage unmanned while going to the restroom. The cage was unmanned for three (3) minutes.

60. On November 22, 2021, the Cage was only staffed with one (1) cage employee on property, and she left the cage unmanned while going to the restroom. The cage was unmanned for seven (7) minutes.

61. On December 3, 2021, the Cage was only staffed with one (1) cage employee on property, and she left the cage unmanned while going to the restroom. The cage was unmanned for six (6) minutes.



62. On December 16, 2021, the Cage was only staffed with one (1) cage employee on property, and she left the cage unmanned while going to the restroom. The cage was unmanned for ten (10) minutes.
63. On December 17, 2021, the Cage was only staffed with one (1) cage employee on property, and she left the cage unmanned while going to the restroom. The cage was unmanned for eleven (11) minutes.
64. On December 20, 2021, the Cage was only staffed with one (1) cage employee on property, and she left the cage unmanned while going to the restroom. The cage was unmanned for five (5) minutes.
65. On December 21, 2021, the Cage was only staffed with one (1) cage employee on property, and she left the cage unmanned while taking a break. The cage was unmanned for three (3) minutes.
66. On December 22, 2021, the Cage was only staffed with one (1) cage employee on property, and she left the cage unmanned while taking a break. The cage was unmanned for ten (10) minutes.
67. On December 23, 2021, the Cage was only staffed with one (1) cage employee on property, and she left the cage unmanned while taking a break. The cage was unmanned for eight (8) minutes.
68. On December 24, 2021, the Cage was only staffed with one (1) cage employee on property, and she left the cage unmanned while taking a restroom break. The cage was unmanned for twelve (12) minutes.
69. On December 25, 2021, the Cage was only staffed with one (1) cage employee on property, and she left the cage unmanned while taking a break. The cage was unmanned for eleven (11) minutes.
70. On December 25, 2021, the Cage was only staffed with one (1) cage employee on property, and she left the cage unmanned while taking a break. The cage was unmanned for twenty-nine (29) minutes.
71. The Cage is an operational necessity for operating a casino. An inability to maintain appropriate staffing levels in the Cage does not comply with the Commission's requirements that each casino must always have a fully operational Cage anytime the casino is open for business.

### **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, IC 4-38, 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 \$32,000 (\$4,000 for Count I, \$5,000 for Count II, \$9,000 for Count III, \$3,000 for Count IV, \$6,000 for Count V and \$5,000 for Count VI) 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 \$32,000 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.

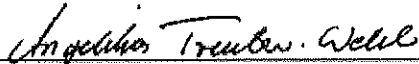
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

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.

\_\_\_\_\_  
Greg Small, Executive Director  
Indiana Gaming Commission

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Angelika Truebner-Webb, General Manager  
Gaming Entertainment (Indiana), LLC

3/2/22  
\_\_\_\_\_  
Date

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



\_\_\_\_\_  
Greg Small, Executive Director  
Indiana Gaming Commission

3/8/22

\_\_\_\_\_  
Date

\_\_\_\_\_  
Angelika Truebner-Webb, General Manager  
Gaming Entertainment (Indiana), LLC

\_\_\_\_\_  
Date