

**ORDER 2022-86
IN RE SETTLEMENT AGREEMENT**

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

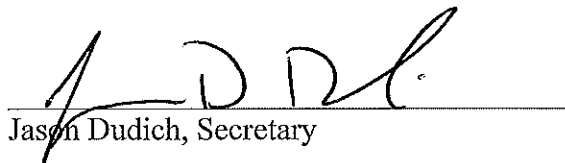
IT IS SO ORDERED THIS THE 30th DAY OF JUNE, 2022.

THE INDIANA GAMING COMMISSION:



Milton O. Thompson, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
)
) **SETTLEMENT**
GAMING ENTERTAINMENT (INDIANA),) 22-RR-02
LLC d/b/a RISING STAR CASINO RESORT)

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 January 2022. The results of this audit were that one (1) individual was not searched in the CSADR at the time a taxable jackpot was won.
5. Gaming Agents conducted an audit of the CSADR for February 2022. The results of this audit were that two (2) individuals were not searched in the CSADR: one (1) at the time a taxable jackpot was won and one (1) at the time sports wagering winnings in excess of \$600 was won.
6. Gaming Agents conducted an audit of the CSADR for March 2022. 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

7. 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.
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. Rising Star's approved internal control procedures, Section 6-1(E), describe the procedures for the Security Department and surveillance notifications.
10. On March 12, 2022, Surveillance notified Gaming Agents that a Security Officer entered the soft count room man trap without notifying surveillance. The Security Officer was entering soft count to retrieve the table games drop box cart and failed to make contact with Surveillance prior to entry.
11. Rising Star's approved internal control procedures, Section 3-4, describes the procedures for the Cage.
12. On March 25, 2022, Surveillance notified Gaming Agents that the Cage failed to notify Surveillance of a jackpot payout. A Cage Supervisor failed to notify Surveillance prior to payout out a Whiz Table Games jackpot in the amount of \$1,798.41.

COUNT III

13. 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.
14. 68 IAC 1-11-1(c) provides a person under twenty-one (21) years of age shall not be present in a casino.
15. On February 18, 2022, Surveillance notified Gaming Agents that an underage person had entered the casino floor on February 17, 2022. The underage person was a former employee who was terminated on January 6, 2022. A review of the surveillance coverage confirmed that the underage person spoke with the Security Officer at the casino entrance and was allowed to enter the casino without presenting any identification.

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 \$12,000 (\$4,000 for Count I, \$2,000 for Count II and \$6,000 for Count III) 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 \$12,000 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.

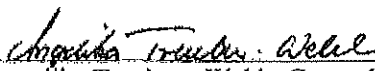
This Agreement shall be binding upon the Commission and Rising Star.

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

6/27/2022
Date



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

6/21/22
Date