

**ORDER 2023-82  
IN RE SETTLEMENT AGREEMENT**

**GAMING ENTERTAINMENT (INDIANA),  
LLC d/b/a RISING STAR CASINO RESORT  
23-RR-02**

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 15<sup>th</sup> DAY OF JUNE, 2023.**

**THE INDIANA GAMING COMMISSION:**

  
Milton O. Thompson, Chair

ATTEST:

  
Charles Cohen, Commissioner

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 )  
**GAMING ENTERTAINMENT (INDIANA), ) SETTLEMENT**  
**LLC d/b/a RISING STAR CASINO RESORT ) 23-RR-02**

**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 11-9-2(a) provides the casino licensee or trustee shall submit to the executive director internal control procedures concerning the withholding of cash winnings from delinquent obligors in accordance with 68 IAC 11-1.
2. 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.
3. 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.
4. Rising Star’s approved internal control procedures, Section 3-14(4), describe the procedures for Child Support Intercept Process.
5. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (CSADR) for December 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**

6. 68 IAC 12-1-1.7(a) provides the surveillance room in the casino shall be staffed by at least two (2) surveillance employees engaged in monitoring operations at all times. (b) In addition to the minimum staffing level outlined in subsection (a), the surveillance room shall be staffed with additional surveillance employees as necessary to ensure that the requirements of this rule are met. Factors relevant to determining staffing levels include,

but are not limited to, the following: (1) The time of day. (2) The size of the casino. (3) The number of patrons present. (4) Special events taking place in the casino. (5) Events taking place that require continuous monitoring in accordance with this rule. (6) Any other factor identified by the executive director or the executive director's designee.

7. Rising Star's approved internal control procedures, Section 7, describes the procedures for Surveillance.
8. On April 4, 2023, a Gaming Agent received a call from a Surveillance Supervisor advising that she was locked out of the surveillance room. The Gaming Agent asked if someone was in the Surveillance monitor room, and she advised there was no one in the room. The Surveillance Supervisor advised that she decided to take a break and when she stepped out, she thought the Surveillance Observer was still occupying the room. The Surveillance Supervisor realized that the Surveillance Observer was on break when she saw him in the employee dining room. The surveillance room was left unattended for approximately nine (9) minutes.
9. The Gaming Agent reviewed surveillance during this time and determined that table games operations were closed and there was a very low number of patrons on the casino floor. There were some Cage transactions completed during this time, and the Cage Supervisor attempted to contact Surveillance four (4) times by telephone but was unsuccessful because there was no one in the room.

### **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 \$4,000 (\$1,000 for Count I and \$3,000 for Count II) 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 \$4,000 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  
Greg Small, Executive Director  
Indiana Gaming Commission

6/6/2023  
Date

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

5/30/2023  
Date