

**ORDER 2024-35
IN RE SETTLEMENT AGREEMENT
GAMING ENTERTAINMENT (INDIANA), LLC
d/b/a RISING STAR CASINO RESORT
24-RR-01**

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

APPROVED

APPROVES OR DISAPPROVES

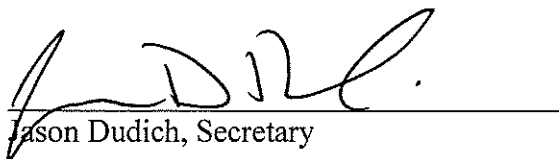
the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 21st DAY OF MARCH, 2024.

THE INDIANA GAMING COMMISSION:


Milton Q. Thompson, 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) **24-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 11-1-2(1) provides the procedures of the internal control system are designed to ensure assets of the casino licensee are safeguarded.
2. Rising Star’s approved internal control procedures, IC 6-1, describe the procedures for Security Duties.
3. 68 IAC 15-9-3(a) provides the casino licensee 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, that tip boxes must be dropped and counted at the end of each day. Surveillance must be notified before the emptying of any tip boxes.
4. On October 24, 2023, Surveillance notified Gaming Agents that a Security Officer failed to notify surveillance before entering the soft count room. The Security Officer also failed to search the trash and failed to notify Surveillance when exiting the soft count room with the trash. A review of surveillance coverage confirmed the information that was reported to Gaming Agents.
5. On December 22, 2023, Surveillance notified Gaming Agents that two (2) Dealers failed to notify Surveillance prior to beginning the dealer token drop.

COUNT II

6. 68 IAC 2-3-9.2(b)(1) requires the occupational licensee to notify the Commission of separation on a form prescribed or approved by the Commission.

7. 68 IAC 2-3-9.2(c) requires the notification must be submitted to the Commission within fifteen (15) days of the occurrence of the change or action.
8. On January 9, 2024, the Commission received a separation from service notification from Rising Star through LAM, the Commission's occupational licensing system. The notification provided that an EVS Porter 3rd Party had a separation date of January 14, 2023. The notification was received three hundred forty-five (345) days past the separation date. The Commission was not notified in a timely manner.

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 \$2,500 (\$2,000 for Count I and \$500 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 \$2,500 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 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

2/26/24

Date

Angelika Truebner-Webb

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

2/23/2024

Date