

**ORDER 2022-155
IN RE SETTLEMENT AGREEMENT**

**GAMING ENTERTAINMENT (INDIANA), LLC d/b/a RISING STAR CASINO
RESORT
22-RR-03**

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 27th DAY OF SEPTEMBER, 2022.

THE INDIANA GAMING COMMISSION:



Milton Thompson, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
)
) **SETTLEMENT**
GAMING ENTERTAINMENT (INDIANA),) 22-RR-03
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 11-9-2(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 July 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 15-9-3(a)(1) 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 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.

7. On July 18, 2022, Surveillance notified Gaming Agents that a Dual Rate Floor Supervisor and Dealer failed to notify Surveillance before collecting the Dealer tokens.
8. 68 IAC 15-12-3(a) provides the requirements for live gaming device fills.
9. On July 21, 2022, Security notified Gaming Agents that a table fill in the amount of \$29,350 was delivered to the wrong table game. A Table Games Shift Manager and Dealer accepted the table fill at the wrong table game.
11. 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.
12. On April 9, 2022, Surveillance notified Gaming Agents that a table inventory closer was incorrect. The table inventory slip stated that there were \$39,500 in purple \$500 chips, however, the physical chip inventory was \$59,500 in purple \$500 chips.
13. On June 23, 2022, Surveillance notified Gaming Agents that a table inventory closer was incorrect. The table inventory slip stated that there were \$19,000 in purple \$500 chips, however, the physical chip inventory was \$29,000 in purple \$500 chips.
14. On July 1, 2022, a Table Games Manager notified Gaming Agents that a table inventory closer was incorrect. The table inventory slip stated that there were \$2,475 in green \$25 chips, however, the physical chip inventory was \$3,475 in green \$25 chips.

COUNT III

15. 68 IAC 14-5.5-6(a) provides a casino licensee may destroy redeemed TITOs no earlier than ninety (90) days from the date of redemption. (b) The casino licensee shall do the following: (1) Send a request to the commission's executive director, or his or her designee, seeking approval to destroy TITOs. (2) Notify the executive director, in writing, at least ten (10) days before TITOs are destroyed. (c) The request to destroy TITOs shall include, at a minimum, the following: (1) The date of the proposed destruction. (2) The place of the proposed destruction. (3) The date of redemption of the tickets, or range of dates if there is no single date of redemption. (4) The estimated quantity of tickets to be destroyed. (5) That all normal document destruction procedures

and security will be followed. (6) The name of the company who will perform the destruction, or that the tickets will be destroyed by casino employees. (7) That surveillance coverage or security coverage, or both, will be provided if the destruction is to take place on-site.

16. Rising Star's approved internal control procedures, Section 8-7, describe the accounting records, including record destruction of TITO tickets and E-coupons.
17. On July 16, 2022, Surveillance notified Gaming Agents that there were TITO's missing from the audit bag that were redeemed on gaming day July 15, 2022. A review of surveillance coverage determined that the Main Banker placed paperwork on the counter inside the main bank. The Main Banker sifted through the paperwork which resulted in the TITO's landing near the edge of the counter. The Main Banker appeared to knock the TITO's off the counter and into the trash. Several hours later, another Main Banker placed two (2) full garbage bags outside the cage door and the bags were picked up by a Porter. The missing TITO tickets totaled \$1,770.44. Since the trash bags were not inspected, the TITO's were trashed.

COUNT IV

18. 68 IAC 12 describes the general provisions for the casino's surveillance operations.
19. On July 21, 2022, a Lead Engineer notified Gaming Agents that there were some suspicious cameras in the Lead Engineer office and the land engineering area. The Gaming Agents observed a small camera had been placed in an open part of the ceiling in the Lead Engineer office. The camera did not appear to be installed by the surveillance department. A second camera was observed in the top corner of a back room of the land engineering area.
20. Gaming Agents met with the Director of Surveillance and he advised that he was not aware of the cameras in the engineering area and did not have access to the cameras. Upon removal of the cameras, the Director of Surveillance provided that the cameras appeared to be controlled through an app via Bluetooth connection.
21. Gaming Agents subsequently met with the General Manager, the Director of Facilities, the Director of Human Resources, and the Director of Surveillance to discuss this matter. The Director of Facilities provided that the Engineer Manager authorized the cameras to be installed and requested the Director of Facilities install the cameras as a preventative measure against future thefts of company property. The Director of Facilities initiated a request through the General Manager for authorization. The General Manager advised that she authorized the request. The Director of Human Resources provided that this would be allowed from a human resources standpoint. The General Manager and Director of Facilities did not know who installed the cameras but believed it was property the IT Department. The Director of Facilities also stated that the Engineer Manager and Engineer Supervisor have access to the cameras. Both are level 3 occupational licensees but do not work for the Surveillance Department. It is unknown the how long the cameras had been installed but it was anywhere from two (2) weeks to one (1) month. The

General Manager advised that she thought she told the Director of Surveillance about the cameras.

22. The Director of Finance was able to supply information regarding the procurement of the cameras. Four (4) cameras and a 5-pack of micro-SD cards were ordered from Amazon.
23. The Director of Surveillance advised Gaming Agents that he requested the Engineering Manager bring the extra cameras and equipment to him.
24. On July 21, 2022, the Director of Surveillance notified Gaming Agents that they would install a camera in the area through normal protocol and will Commission approval of the coverage.

COUNT V

25. 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.
26. 68 IAC 1-11-1(c) provides a person under twenty-one (21) years of age shall not be present in a casino.
27. On July 3, 2022, Surveillance notified Gaming Agents that an underage person accompanied by an adult female patron had walked down the ramp to the casino floor. A review of surveillance coverage determined that an adult female was observed entering through the turnstiles with an underage person that appeared to be under ten (10) years of age. The Security Officer was observed sitting at the turnstile podium with his head down and appeared to be looking at his cell phone. The Security Officer never acknowledged the underage person. The female patron and underage person leave on their own and were never noticed by the Security Officer.

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 \$14,500 (\$1,000 for Count I, \$4,500 for Count II, \$1,000 for Count III, \$5,000 for Count IV and \$3,000 for Count V) 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 \$14,500 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

9/20/2022
Date

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

9/22/22
Date