

**ORDER 2023-141  
IN RE SETTLEMENT AGREEMENT**

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

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 SEPTEMBER, 2023.**

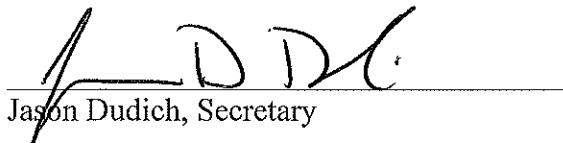
**THE INDIANA GAMING COMMISSION:**



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Milton O. Thompson, Chair

ATTEST:



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Jason Dudich, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 )  
 ) **SETTLEMENT**  
**GAMING ENTERTAINMENT (INDIANA), ) 23-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**

1. 68 IAC 1-5-1(1)(A) & (B) provides a casino or supplier licensee shall provide a written notice to the executive director as soon as the casino or supplier licensee becomes aware of a violation or apparent violation of a rule of the commission by a casino or supplier licensee or a substantial owner, key person, or employee of the casino or supplier licensee.
2. 68 IAC 11-7-1(b) provides for the purposes of this rule, “sensitive keys” means keys that either management or the commission considers sensitive to the casino licensee’s operation and therefore require strict control over custody and issuance.
3. 68 IAC 11-7-3(b) provides that sensitive keys shall be returned to custody and signed in by the same occupational licensee they were issued to unless there is a documented change of shift.
4. On June 15, 2023, Surveillance notified Gaming Agents that a sensitive key was missing. The key was for the soft count man trap. The key was identified as missing when a Security Lieutenant attempted to check out the key. The Security Lieutenant and Director of Security believed the last employee to check out the key was a recently terminated Security Officer. Records confirmed that this Security Officer was the last person to have possession of the key. The Director of Security also acknowledged that an email alert was sent to her department and to Security Dispatch at 17:05 hours on June 13, 2023, notifying of the overdue key. According to the Security log, a Security/EMT received the alert and notified a Security Sergeant, however, the Security Sergeant failed to notify the Gaming Agents, Surveillance or Director of Security of the missing key in a timely manner. The missing key went unreported for forty-two (42) minutes.
5. A review of surveillance determined that Security Officer left property 11:08 hours and failed to exit through Security Dispatch where the key alarm would have sounded. The Security Officer was observed leaving the property at 11:38 hours. At 11:43 hours, the

Security Officer returned and proceeded to Human Resources. At 11:47 hours, the Security Officer left property after being terminated.

### 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 \$1,500 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 \$1,500 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

8/29/2023  
Date

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

8/29/2023  
Date