

**ORDER 2024-89
IN RE SETTLEMENT AGREEMENT**

**GAMING ENTERTAINMENT (INDIANA), LLC
d/b/a RISING STAR CASINO RESORT
24-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 20th DAY OF JUNE 2024.

THE INDIANA GAMING COMMISSION:


Milton O. Thompson, Chair

ATTEST:


Marc Fine, Commissioner

**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-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. 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.
2. 68 IAC 1-11-1(c) provides a person under twenty-one (21) years of age shall not be present in a casino.
3. Rising Star’s approved internal control procedures, 6-1A(9), describe the responsibilities for security.
4. On February 16, 2024, Surveillance contacted Gaming Agents about an identification (“ID”) for a person who entered the casino because of the amount of time it took to process the ID through the turnstiles. Gaming Agents had observed the same activity via the surveillance system in the Commission office. Further investigation found that the person who entered the casino was underage. The underage person was twenty (20) years old and used a fake driver’s license that showed he was twenty-two (22) years old to enter the casino. The ID the underage person used to enter the casino did not pass the IDentiFake M150 Pro scanner, but the Security Officer that scanned the license allowed him to enter the casino. The underage person was on the casino floor for approximately thirty-eight (38) minutes before Gaming Agents contacted him. The underage person was observed gaming at three (3) electronic gaming devices, inserting a total of \$17.00 cash and losing \$15.00.

COUNT II

5. 68 IAC 11-1-2(1) provides that the procedures of the internal control system are designed to ensure the assets of the casino licensee are safeguarded.

6. On November 6, 2017, the Commission issued a memo on Remote Access to Casino Gaming Systems which provides that casino gaming systems may be accessed remotely by supplier licensees and only when approved in writing by the Indiana Gaming Commission (Commission). Any casino seeking to establish remote access for a supplier licensee must have in place internal controls including, minimally, the following provisions: 3) Each employee of a supplier licensee engaging in remote access must individually hold an occupational license and have a unique system account login established by the casino licensee.
7. Rising Star's approved internal control procedures, 4-15, describe the Remote Access to Casino Gaming Systems Policy.
8. On January 11, 2024, Rising Star's General Manager notified Gaming Agents that a remote access violation occurred by the Director of IT. An investigation found the Director of IT directed a Systems Analyst to allow an Everi Payments Specialist Customer Service Lead I to remotely enter Rising Star Casino's systems by the Supplier providing the unique system account login and not by the casino licensee, violating the Remote Access to Casino Gaming Systems Memorandum dated November 6, 2017, and the casino's approved internal control procedures. The Director of IT knowingly failed to notify the Commission of the violation or seek approval to utilize alternate means for the remote access session.

COUNT III

9. 68 IAC 15-12-3(a) provides the requirements for live gaming device fills.
10. Rising Star's approved internal control procedures, 3-9, describes procedures for table fills.
11. On February 15, 2024, a Table Games Manager along with Surveillance self-reported a live gaming device fill violation. A review of surveillance coverage showed that a Lead Floor Supervisor incorrectly entered/requested a live gaming device fill for the wrong table. The live gaming device fill ultimately reached a different table than requested, and a Box Person and Floor Supervisor accepted and signed for the live gaming device fill. When the error was discovered approximately one (1) hour later, the Floor Supervisor dropped corrective paperwork into the drop boxes at each table, and corrective action was taken in the computer system.

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 \$3,500 (\$1,500 for Count I, \$1,000 for Count II and \$1,000 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 \$3,500 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

5/31/24

Date

Angelika Truebner-Webb

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

5/30/2024

Date