

STATE OF RHODE ISLAND
DEPARTMENT OF BUSINESS REGULATION
JOHN O. PASTORE CENTER, BLDG. 68-1
1511 PONTIAC AVENUE
CRANSTON, RHODE ISLAND 02920

IN THE MATTER OF :
:
KEVIN HENSON, : **DBR No. 21GA001**
:
RESPONDENT. :
_____ :

CONSENT AGREEMENT

The Department of Business Regulation ("Department") through its Gaming and Athletics Division ("Division") enters into this Consent Agreement with Kevin Henson ("Respondent") to resolve the above-captioned matter pursuant to its authority under R.I. Gen. Laws §42-35-9(d).

It is hereby agreed by and between the Division and the Respondent that:

- The Respondent possesses Gaming Facility -- Operation Employee License No. GFE.0012175-O ("License") for his work as a Gaming Facility Operation Employee Sports Book Ticket Writer, also known as a Self-Redemption Unit ("SRU") Technician Employee, at Twin River Casino Hotel ("Twin River"). The License has an expiration date of December 31, 2021.
- On February 13, 2021, a Twin River patron inserted a Video Lottery Ticket ("VLT") voucher worth one thousand and ninety-seven dollars and thirty-four cents (\$1097.34) into a SRU and received only thirty-four cents from the machine in return. As a result, Respondent was called to service the machine, SRU#20.
- Video surveillance of SRU#20 on February 13, 2021 at 7:26 p.m. shows the patron at SRU #20 (as described in ¶ 2) insert the VLT voucher and remove dispensed change but no bills. Nineteen (19) seconds later, side lighting on the machine begins to blink. About two (2) minutes later, two Twin River Security Officer arrive to assist the patron, and at 7:39 p.m. Respondent arrives. Upon his arrival, Respondent unlocks the bottom of the SRU, presses what appears to be buttons on the terminal screen, removes cash boxes from the SRU and appears to dispense the remaining cash owed to the patron from the voucher. After the patron walks away, the Respondent returns the cash boxes to the SRU and restarts the machine. As a result, the SRU dispenses a ticket, which Respondent takes as he shuts the SRU and walks away.

- Surveillance video of the Twin River West Entrance at 11:55 p.m. on February 13, 2021 shows Respondent and an unidentified male (“Unidentified Male”) entered the casino together, evaded the temperature check station together, proceeded to the gaming floor together and to the ramp behind Pit No. 9 together.
- Surveillance video of the South Cage Window #2 (near Pit No. 9) on February 13, 2021 at about 11:55 p.m. reveals that the Unidentified Male approached the window and presented a manual pay ticket to the cashier in the amount of one thousand and ninety-seven dollars (\$1097.00). The Unidentified Male completed a Manual Pay Form, was dispensed the one thousand and ninety-seven dollars (\$1097.00) in cash, left South Cage Window #2, joined Respondent and together they walked towards the West Entrance. At about 11:56 p.m., the Unidentified Male handed his cash to Respondent. Respondent and the Unidentified Male exited the casino through the West Entrance, proceeded to the West Parking Lot, and exited the casino grounds together in a light-colored sedan operated by Respondent; the same light-colored sedan had arrived at Twin River at 11:52 p.m.
- On or about March 3, 2021, Twin River terminated Respondent for his misconduct as described in ¶¶ 2-5 of this Consent Agreement.
- On April 16, 2021, the Department issued an Order to Show Cause Why License Should Not Be Revoked, Notice of Pre-Hearing Conference and Appointment of Hearing Officer (“Order”) to Respondent.

Applicable Law

- Pursuant to R.I. Gen. Laws § 41-4-9.1(b), “All persons, firms, associations, or corporations employed by the management of a dog racing track in providing pari-mutuel totalizator computer services for pari-mutuel computations, shall apply for a license to the division of gaming and athletics licensing upon such forms and in such manner prescribed by regulations of the division. All employees of the pari-mutuel totalizator computer companies shall be licensed by the division on forms prescribed by regulations of the division.”
- Pursuant to R.I. Gen. Laws § 41-4-9.1(c), the Division may “suspend or revoke, for good cause, any license issued by it after a hearing held in accordance with chapter 35 of title 42 and subject to further appeal procedures provided by § 41-2-3.”
- Pursuant to R.I. Gen. Laws. § 28-5.1-14(e), “No occupational license, permit, certificate, or registration issued by the state or any of its agencies or any state licensing board or commission shall be suspended or revoked, solely or in part, because of a prior conviction of a crime or crimes unless the underlying crime or crimes substantially relate to the occupation to which the license applies. Any other

state law to the contrary will be superseded by this provision.”

Conditions

- Though the Division maintains that it has the requisite good cause to suspend or revoke Respondent’s License pursuant to R.I. Gen. Laws § 41-4-9.1(c) and R.I. Gen. Laws. § 28-5.1-14, the parties have agreed to an amicable resolution of the matter without an administrative hearing and its attendant time and costs. As such, the Respondent agrees that the matter will be resolved upon the following representation, term and condition:
 - Respondent’s conduct described in ¶¶ 2-5 of this Consent Agreement substantially relates to the work he performed as a SRU Technician Employee because he had unique access to VLTs and the money contained in SRUs by virtue of his employment, which enabled him to take advantage of his special position for personal gain to the financial detriment of his employer; and
 - Respondent shall surrender his License on or before June 4, 2021, causing it to be delivered to the Department, 1511 Pontiac Ave., Building 68, Cranston, Rhode Island 02920.
- To the extent that the Order issued in this matter contains a paragraph stating Respondent’s associated criminal history information, the Department represents, avers, and maintains that in this administrative action it is not, solely or in part, relying on any such information that would be subject to R.I. Gen. Laws. § 28-5.1-14(h), and hereby modifies the Order to remove ¶ 6 in its entirety. All information on which the Department relies was obtained from facts as described in the *Twin River Incident File Summary Report* for Incident No. IN20210000383 produced by Twin River Security. Therefore, the existence and outcome of any criminal proceeding involving the substance of ¶¶ 2-5 of this Consent Agreement is merely the enforcement of a separate jurisdictional concern and plays no role in the resolution of this matter.
- The Respondent enters into this Consent Agreement knowingly, voluntarily, and of his own free will.
- The Department and the Respondent have conferred without a pre-hearing conference and agree that this Consent Agreement and its terms represent the final determination of this matter.

- *Waiver of Hearing and Appeal.* By agreeing to resolve this matter through the execution of this Consent Agreement, Respondent knowingly and voluntarily waives any right to an administrative hearing and waives any right to pursue an appeal to the Superior Court under the Rhode Island Administrative Procedures Act, R.I. Gen. Laws § 42-35-1, *et seq.*
- *Enforcement.* If the Respondent fails to comply with any term or condition of this Consent Agreement within any applicable time period set forth herein, the Respondent will be in violation hereunder and the Department shall be entitled to immediately take enforcement or other action in accordance with applicable law.
- *Compliance; Laws.* Compliance with the terms of this Consent Agreement does not relieve the Respondent of any obligation to comply with other applicable laws or regulations administered by or through the Department or any other governmental agency.

For the Department:

Respondent Kevin Henson:

Kevin Henson


Signature

7/28/21

Signature
Christina
Tobiasz

A handwritten signature in cursive script that reads "Christina Tobiasz".

Date: 8/25/2021
Gaming and Athletics
Administrator

Date:
