

**ORDER 2015-201**  
**AN ORDER OF THE INDIANA GAMING COMMISSION**  
**IN RE SETTLEMENT AGREEMENT**  
**THE MAJESTIC STAR CASINO, LLC**  
**15-MS-04**

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

**APPROVES**

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS 12<sup>TH</sup> DAY OF NOVEMBER, 2015.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Cris Johnston, Chair

ATTEST:

  
\_\_\_\_\_  
Joseph Svetanoff, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>THE MAJESTIC STAR CASINO, LLC</b>	)	<b>15-MS-04</b>
	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission ("Commission") by and through its Executive Director Sara Gonso Tait and The Majestic Star Casino, LLC and The Majestic Star Casino II, Inc. (together referred to herein as "Majestic Star") (collectively, the "Parties") desire to settle this matter 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 15-6-1(c)(4) states the definition of "Tax-free pass" means a pass that is issued to persons listed in IC 4-33-12-3 that allows the individual to board the riverboat without paying an admission charge. The riverboat licensee does not have to remit the admission tax for persons who receive a tax-free pass. Persons on board the riverboat with a tax-free pass shall not participate in a gambling game.
2. 68 IAC 15-6-2(a)(10) states all persons boarding the riverboat on a tax-free pass shall have an appropriate badge.
3. On July 31, 2015 a Gaming Agent received a call from Surveillance regarding five World Poker Tournament ("WPT") vendors walking around the casino floor videotaping and taking pictures in an area other than the poker room without a security escort. The Agent went to the Poker Room and spoke to the Table Games Director about the WPT vendors being allowed to take pictures and videotape of only the Poker Room and those events surrounding the WPT Tournament. At that time the Agent noticed that none of the WPT vendors had on vendor badges. The Agent reviewed video coverage and found the vendors entered the casino floor by going through the turnstiles instead of obtaining vendor badges and entering through the employee entrance.

**COUNT II**

4. 68 IAC 2-6-2(a) states the following may not be used for gaming by any casino licensee prior to the executive director, or the executive director's designee, authorizing their inclusion in the commission's online database of approved items and technologies:

- (1) Electronic gaming devices and any component parts material to gaming activity, including, but not limited to, the following:
  - (A) Random number generators.
  - (B) All game media.
  - (C) Progressive controllers.
  - (D) Bill changers.
  
- 5. On May 29, 2015, a Gaming Agent was notified by the Gaming Supervisor of several machines on the casino floor that needed to be shut down due to revoked software. The Agent shut down seven machines before the Director of Slot Operations advised that he had extensions for five of the seven games. The other two games had gone undetected and had the software revoked on February 10, 2015.

### TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Majestic Star by and through its agents as described herein constitute a breach of IC 4-33, 68 IAC and/or Majestic Star's approved internal control procedures. The Commission and Majestic Star hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Majestic Star. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

Majestic Star shall pay to the Commission a total of \$3,500 (\$1,500 for Count I and \$2,000 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings of fact, specifically alleged herein. If the Commission subsequently discovers facts that give rise to additional or separate violations, which are not described herein, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described herein.

Upon execution and approval of this Settlement Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Settlement Agreement by the Commission, Majestic Star agrees to promptly remit payment in the amount of \$3,500 and shall waive all rights to further administrative or judicial review.

This Settlement 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 Settlement Agreement. This Settlement Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Settlement Agreement shall be binding upon the Commission and Majestic Star.

IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date and year as set forth below.



\_\_\_\_\_  
Sara Gonso Tait, Executive Director  
Indiana Gaming Commission

11/10/14

\_\_\_\_\_  
Date



\_\_\_\_\_  
Barry J. Cregan, General Manager  
The Majestic Star Casino, LLC  
The Majestic Star Casino II, Inc.

10/30/15

\_\_\_\_\_  
Date