

**ORDER 2023-136
IN RE SETTLEMENT AGREEMENT**

**MAJESTIC STAR CASINO, LLC
D/B/A HARD ROCK CASINO
NORTHERN INDIANA
23-HR-03**

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

APPROVED

APPROVES OR DISAPPROVES

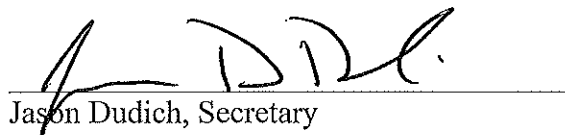
the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 15th DAY OF SEPTEMBER, 2023.

THE INDIANA GAMING COMMISSION:


Milton O. Thompson, Chair

ATTEST:


Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
MAJESTIC STAR CASINO, LLC)	23-HR-03
D/B/A HARD ROCK CASINO)	
NORTHERN INDIANA)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Greg Small and Majestic Star Casino, LLC d/b/a Hard Rock Casino Northern Indiana ("Hard Rock"), (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 2-6-6(c)(5)(B) provides if a casino licensee converts an electronic gaming device, the casino licensee must perform a coin test to ensure that the electronic gaming device is communicating with the central computer system. If the electronic gaming device is not communicating with the central computer system, the electronic gaming device must be disabled.
2. On April 20, 2023, a Gaming Agent was assigned to investigate a coin test violation. The Gaming Agent spoke with the Slot Performance Analyst who provided that an electronic gaming device ("EGD") was placed into service without a coin test and the EGD was played by a patron during this time. The Gaming Agent then spoke with the Slot Tech Manager who advised that a Slot Tech placed the EGD in service to record the progressive numbers, however, he failed to place the EGD out of service upon completion of this task.
3. On June 13, 2023, a Gaming Agent was working with a Slot Technician coin testing EGDs. One (1) EGD failed the coin test. The Gaming Agent and Slot Technician discussed coin testing the EGD later in the evening. Approximately thirty (30) minutes later, the Gaming Agent discovered that the Slot Technician left his tech key card in the EGD and the EGD was in service.

COUNT II

4. 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.

5. 68 IAC 1-11-1(c) provides a person under twenty-one (21) years of age shall not be present in a casino.
6. On May 26, 2023, Security notified Gaming Agents that an underage person was possibly on property. The Gaming Agent met with Security who possessed a fraudulent identification that the female used to enter the casino. The female's mother escorted her off property even though she was advised to wait for the Gaming Agents.
7. A review of surveillance coverage identified that the underage patron entered the casino with an adult female and adult male. Security attempted to authenticate the underage person's identification, but it failed the Veridocs check. Two (2) Security Supervisors also inspected the identification, and one (1) Security Supervisor allowed the underage patron to enter the casino. The underage person played at multiple electronic gaming devices while on the casino floor. Two (2) Security Shift Managers ultimately located the underage person on the casino floor and began to question her. Shortly thereafter, the female patron the underage person entered the casino with, who was believed to be her mother, approached the group. The female patron and the underage person walked away from the Security Shift Managers and exited the property.

COUNT III

8. 68 IAC 15-12-3(a) provides the requirements for live gaming device fills.
9. On June 5, 2023, an Assistant Table Games Manager notified Gaming Agents that a table fill error occurred. A table fill in the amount of \$15,300 was delivered and accepted at the wrong table game.

COUNT IV

10. 68 IAC 15-6-4(b) provides vendors and visitors must report to security to complete the vendor and visitor log and to obtain a badge. When the vendor or visitor leaves the casino, the vendor or visitor must complete the appropriate portion of the log.
11. 68 IAC 15-6-4(e) provides the vendor and visitor log shall contain the following information:
 - (1) The name of the vendor or visitor.
 - (2) The company or organization the vendor or visitor represents.
 - (3) The date and time the vendor or visitor entered the casino.
 - (4) The purpose that necessitates the vendor or visitor entering the casino.
 - (5) The date and time that the vendor or visitor exits the casino. The casino licensee is responsible for instituting a policy that ensures that vendor and visitor badges are returned to the security department and accounted for when the vendor or visitor exits the casino.
 - (6) If the person is a visitor, the individual who authorized the visitor's presence in the casino.

(7) Any other information deemed necessary by the executive director or the commission to ensure compliance with IC 4-33, IC 4-35, and this title.

12. On January 24, 2019, the Commission issued a memorandum to all casino licensees on occupational licenses and the usage of the vendor log which states vendor and visitor badges are not to be utilized by those who hold or should hold an individual license. If individuals referenced above attempt to access the gaming floor using a vendor or visitor badge, casino staff should assist in the matter by refusing entry and directing the individuals to local Gaming Agents for assistance.
13. On June 6, 2023, a Gaming Agent conducted an audit of the vendor log for May 2023.
14. On May 2, 2023, an employee from Konami, who holds a valid occupational license, was logged in for servicing an electronic gaming device ("EGD") and was provided a vendor badge to work.
15. On May 2, 2023, an employee from Konami, who holds a valid occupational license, was logged in for servicing an electronic gaming device ("EGD") and was provided a vendor badge to work.
16. On May 2, 2023, an individual was logged in as an employee for Konami and putting up signs with the Slot Department. This entry was improperly logged as this employee does not work for Konami. The employee worked for a vendor that did not require an occupational license.
17. On May 3, 2023, an employee from Konami, who holds a valid occupational license, was logged in for servicing an electronic gaming device ("EGD") and was provided a vendor badge to work.
18. On May 3, 2023, an employee from Konami, who holds a valid occupational licensee, was logged in for servicing an electronic gaming device ("EGD") and was provided a vendor badge to work.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Hard Rock by and through its agents as described herein constitute a breach of IC 4-33, IC 4-38, 68 IAC, and/or Hard Rock's approved internal control procedures. The Commission and Hard Rock hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Hard Rock.

Hard Rock shall pay to the Commission a total of \$7,600 (\$1,000 for Count I, \$3,000 for Count II, \$1,500 for Count III and \$2,100 for Count IV) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in the Findings of Fact contained in 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, Hard Rock agrees to promptly remit payment in the amount of \$7,600 and 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.

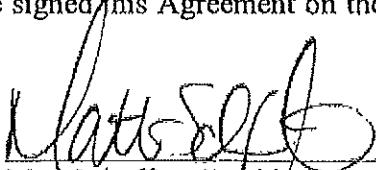
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by 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 Hard Rock.

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



Greg Small, Executive Director
Indiana Gaming Commission



Matt Schuffert, President
Hard Rock Casino Northern Indiana

9/7/2023

Date

9/5/23

Date