

**ORDER 2023-182  
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**

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APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 11<sup>th</sup> DAY OF DECEMBER, 2023.**

**THE INDIANA GAMING COMMISSION:**

  
Milton O. Thompson, Chair

ATTEST:

  
Jason Dudich, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>MAJESTIC STAR CASINO, LLC</b>	)	<b>23-HR-04</b>
<b>D/B/A HARD ROCK CASINO</b>	)	
<b>NORTHERN INDIANA</b>	)	

**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 2-6-33(b) provides if the events set forth in subsection (a) do not occur, the progressive award must be permitted to remain until it is won by a player or transfer is approved by the executive director.
2. Hard Rock Northern Indiana’s approved internal controls, F12(5)(d) describe the progressive jackpots system.
3. On August 1, 2023, a Gaming Agent was assigned to investigate the failure to transfer a progressive jackpot within the 30-day required timeframe. An electronic gaming device (“EGD”) was removed from the casino floor and was not reallocated within thirty (30) days. The amount of the progressive was \$191.73.
4. On June 19, 2023, as a part a EGD move, an EGD was removed from the casino floor while and sent to the warehouse. This EGD had a level one (1) progressive jackpot that was transferred to another EGD, however, the level two (2) stand-alone progressive of \$191.73 of that EGD was not transferred to another EGD.
5. On July 31, 2023, when the EGD in question was returned to the casino floor, The Director of Slot Operations and Sportsbook discovered the \$191.73 was remaining on the EGD and had not been reallocated within thirty (30) days.

**COUNT II**

6. 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.

7. 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.
8. Hard Rock's approved internal control procedures, A7(2), describe the procedures for sensitive keys.
9. On July 11, 2023, a Security Supervisor notified Gaming Agents of a sensitive key violation. The Security Supervisor reported that a Pit Manager left a key set unsecured in a men's back of house restroom. The key set included a chip rack key and keys that lock/secure areas in the table games pits. The keys were found by a Table Games Floor Supervisor, who returned them to a Table Games Manager. The keys were left unattended for approximately two (2) hours and twenty (20) minutes.
10. On September 3, 2023, Surveillance notified Gaming Agents that a sensitive key had not been returned on time. A Security Shift Manager reported to Surveillance that a Sportsbook sensitive key was discovered missing. A Sportsbook Dual Rate Host/Supervisor signed out the key at 9:21 a.m. and left the casino at 3:25 p.m. via the employee entrance failing to return the key. The key watcher alarm triggered at 9:22 p.m., indicating the key had not been returned. The Security Shift Manager contacted the Sportsbook Dual Rate Host/Supervisor via telephone. The Sportsbook Dual Rate Host/Supervisor advised that the key was left in a drawer within the Sportsbook behind the counter. At 11:29 p.m., the Security Shift Manager recovered the key from an unsecured desk drawer in the Sportsbook.

### COUNT III

11. 68 IAC 6-3-2(g) provides a voluntarily excluded person who enters the gaming area of a casino agrees to forfeit any jackpot or thing of value won as a result of a wager made at a casino. The forfeited jackpots or items will be withheld by the casino licensee and remitted to the commission. The commission shall collect the items and funds. Voluntarily excluded persons may appeal a forfeiture under this rule by following the procedures outlined in 68 IAC 7.
12. 68 IAC 6-3-3(a) provides the executive director or his or her designee shall administer the Voluntary Exclusion Program ("VEP"), which shall contain the names and personal information of all voluntarily excluded persons. Voluntarily excluded persons shall be excluded from gaming areas at casinos.
13. 68 IAC 6-3-4(b)(2) & (3) provides that the casino must have internal controls that provide a process whereby gaming agents and security, and surveillance are notified immediately when a voluntarily excluded person is detected in the gaming area of a casino and refuse wagers from and deny gaming privileges to any voluntarily excluded person.

14. Hard Rock's approved internal control procedures, A-2, describe the procedures for the state exclusion list and VEP.
15. Hard Rock's approved internal control procedures, C13, describe the procedures for Safekeeping Bucket for Excluded Patrons.
16. On August 12, 2023, a Security Manager notified Gaming Agents that there had been a participant of the VEP on property, however, the VEP participant had already left property. The VEP participant presented himself at the Main Cage to obtain a cash advance and the Main Cage subsequently notified Security Dispatch of the VEP's presence. The Security Officer working at Security Dispatch failed to notify his Supervisor of the VEP's presence in the casino. It took the casino approximately thirty (30) minutes to notify the Gaming Agents.
17. On August 10, 2023, the Commission's Director of Compliance identified that a VEP forfeiture was not included on Hard Rock's safekeeping log and subsequently sent an email inquiring with the casino about the forfeiture.
18. On August 16, 2023, Gaming Agents were assigned to investigate the potential violation and determine what occurred with the forfeiture funds.
19. On May 19, 2023, a VEP participant was found at Hard Rock and had forfeited \$1,000. The funds were seized by Gaming Agents and placed into the excluded patron safekeeping account.
20. On July 10, 2023, the VEP participant presented himself at the casino's main cage with a deposit receipt and requested to withdraw the funds. The Cage Cashier assisting the VEP participant called their Supervisor regarding the withdraw request. The Cage Supervisor approved the withdraw and did not follow standard operating procedures prohibiting the withdrawal of funds from an excluded patron safekeeping account without approval from Hard Rock's Director of Compliance or above, Cash Operations Director or above, and/or Security Director or above. Additionally, the Commission had not authorized the release of these funds. During the course of the incident, at no time was security or surveillance notified. The Cage Supervisor was terminated as a result of the violation.

### **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 \$5,000 (\$1,500 for Count I, \$1,000 for Count II and \$2,500 for Count III) 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.

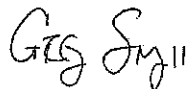
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Hard Rock agrees to promptly remit payment in the amount of \$5,000 and waive all rights to further administrative 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



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Matt Schuffert, President  
Hard Rock Casino Northern Indiana

11/16/23

\_\_\_\_\_  
Date

11/14/23

\_\_\_\_\_  
Date