

**ORDER 2013-061  
IN RE SETTLEMENT AGREEMENT  
THE MAJESTIC STAR CASINO, LLC  
13-MS-01**

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

**APPROVED**

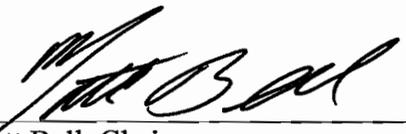
---

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 21st DAY OF MARCH, 2013.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Matt Bell, Chair

ATTEST:

  
\_\_\_\_\_  
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>13-MS-01</b>
	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton 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 6-3-4(b)(5) states the internal controls ensure that voluntarily excluded persons do not receive check cashing privileges or extensions of credit, whether directly through the casino licensee or operating agent, or through a supplier contracting with a casino licensee on property hired for the purpose of check cashing or extension of credit, or both.
2. 68 IAC 11-1-6(b) states failure to comply with approved internal control procedures may result in the initiation of a disciplinary action. According to Majestic Star Internal Control Section IX-F-E(c) page 938, participants enrolled in the VEP program may be identified by Majestic Star employees by notification, when jackpots are won; the participant attempts to cash a check or establish, extend or expand credit; are recognized by an entry into the player tracking system; or is generally recognized by an employee.
3. On September 18, 2012, a Gaming Agent was notified by a Security Supervisor regarding a VEP patron on the casino floor. The Agent verified that the patron was a VEP. The VEP informed the Agent that he had made two cash advances before being identified as a VEP. A Cage Cashier on MSI and one on MSII had handled the transactions.

**COUNT II**

4. 68 IAC 11-3-6(c)(2) and (3) states the drop box shall be opened by the appropriate soft count team member, and the entire contents of the drop box shall be emptied onto the soft count table.

The inside of the empty drop box shall be held up for full view by the surveillance camera, and at least one (1) member of the soft count team shall verify that the drop box is empty.

5. On September 20, 2012, a Gaming Agent was contacted by a Slot Tech regarding a live cash box found sitting in the cabinet outside of the count room on Majestic Star Casino I. The Slot Tech informed the Agent that the box was left outside of the count room because it needed to be repaired. The lid on the cash box was unlocked and ajar. Both cash and TITO tickets were inside the box. The Agent observed the surveillance coverage and confirmed that a Count Room Attendant had opened the box inside the count room and failed to see the contents in the box. The Attendant then closed the box, locked it and set it aside. Another Attendant then placed it on the cabinet. The box did not stay locked due to damaged pins.

### COUNT III

6. 68 IAC 2-3-9.2 (b) states riverboat licensees must advise the enforcement agent, on a form prescribed or approved by the commission, when one (1) of the following events occurs with an occupational licensee:
  - (1) The occupational licensee's employment with the riverboat licensee is terminated for any reason.The forms must be submitted to the enforcement agent within fifteen (15) days of the occurrence of the change or action.
7. On September 21, 2012, a Gaming Agent received an Occupational Separation from Service or Suspension Form for a casino employee who voluntarily resigned on August 26, 2012.
8. On October 3, 2012, a Gaming Agent was advised by the Gaming Supervisor of a discrepancy with an employee, who worked in the Noodle Bar, not renewing her gaming license before the expiration date. The Agent checked the Commission's OCCLIC system and found that the employee had been reinstated on August 6, 2012 after accidentally being terminated on July 24, 2012. The Agent then checked the employee's file and found termination paperwork dated August 3, 2012. The Agent contacted the HR Coordinator and was told that the casino's system showed the employee was terminated on August 3, 2012 and that she was not reinstated. The HR Coordinator brought the Noodle Bar Specialist to the Gaming Agent. The Specialist informed the Agent that the employee had gone on vacation in July was accidentally terminated, but returned in August and was reinstated. The employee finally quit on August 31, 2012.

**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.

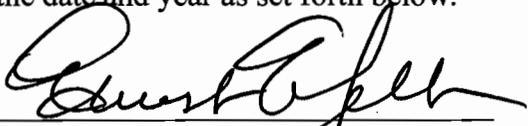
Majestic Star shall pay to the Commission a total of \$6,500 (\$1,500 for Count I; \$1,000 for Count II and \$4,000 for Count III) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to 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 \$6,500 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.

  
Ernest E. Yelton, Executive Director  
Indiana Gaming Commission

3.14.13  
Date

  
Craig I. Ghelfi, General Manager  
The Majestic Star Casino, LLC  
The Majestic Star Casino II, Inc.

2/21/13  
Date