

**ORDER 2020-54
IN RE SETTLEMENT AGREEMENT**

**THE MAJESTIC STAR CASINO, LLC and THE MAJESTIC STAR CASINO II,
LLC
20-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 10th DAY OF JULY, 2020.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Joseph Svetanoff, Secretary

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.

8. 68 IAC 15-6-4(e) provides that 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.

9. On January 24, 2019, the Commission issued a memorandum to all casino licensees on occupational licenses. The memorandum states that vendor or visitor badges are not to be utilized by those who hold or should hold an individual license. Per the memorandum, if individuals who hold or should hold an occupational license 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.

10. On October 14, 2019, a Gaming Agent conducted an audit of the vendor log for the third quarter of 2019 and discovered the following violations.

11. On August 28, 2019, and September 6, 2019, an employee from Data Financial was on property to service kiosks. Only an appropriate occupational licensee can perform this type of work, but the vendor did not hold an occupational license with the Commission. The vendor did not obtain licensure until February 7, 2020.

COUNT III

12. 68 IAC 15-12-4(3) provides that Surveillance shall be notified that a live gaming device credit is being processed.

13. On October 2, 2019, Surveillance notified Gaming Agents that Surveillance was not notified that a table credit was being processed.

15. 68 IAC 14-3-2(a) provides all playing cards utilized by a riverboat licensee or a riverboat license applicant must comply with this rule.
 - (b) All playing cards must meet the following specifications:
 - (1) Unless otherwise provided in this article, all decks of cards must be one (1) complete standard deck of fifty-two (52) cards in four (4) suits. The four (4) suits shall be hearts, diamonds, clubs, and spades. Each suit shall consist of numerical cards from:
 - (A) two (2) to ten (10);
 - (B) a jack;
 - (C) a queen;
 - (D) a king; and
 - (E) an ace.

16. 68 IAC 14-3-6 provides that (a) when playing cards are accepted for play at a live gaming device, the occupational licensee accepting the playing cards shall inspect the playing cards to ensure the playing cards comply with this rule.
 - (b) Playing cards shall be inspected by sorting the cards sequentially by suit and inspecting the sides of the cards for crimps, bends, cuts, shaving, or any other defect that would affect the integrity or fairness of the game.

17. On October 6, 2019, a Shift Manager notified Gaming Agents that a blackjack table was opened with two (2) playing cards not in play, the eight (8) of clubs and ten (10) of spades. The table was opened for approximately nine and half (9.5) hours with the two (2) playing cards missing. The cards were discovered by the Floor Supervisor in the playing card box. This error was caused by the Dealer not properly counting the cards down when opening the table and not verifying that all card had been removed from the boxes.
18. On November 23, 2019, a Casino Shift Manager notified a Gaming Agent that an ace of spades had not been included in play on a blackjack game. The playing card was discovered missing when the playing cards were counted down during close of the game. The missing playing card was found in the playing card box. The shoe was in play for approximately two (2) hours without the missing card. This error was caused by the Dealer not properly counting the cards down when opening the table and not verifying that all cards had been removed from the boxes.
19. On December 22, 2019, an Assistant Shift Manager notified Gaming Agents that a purple four (4) of hearts was found in the green shoe of playing cards when it was dealt to a player. The purple card is advertently placed on the bottom of the green shoe after placing the purple cards in the shuffler to be shuffled.

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.

Majestic Star shall pay to the Commission a total of \$10,500 (\$2,000 for Count I, \$3,000 for Count II, and \$5,500 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 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, Majestic Star agrees to promptly remit payment in the amount of \$10,500 and shall 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 Majestic Star.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as

set forth below.

Jahnae Erpenbach, #17518

Sara Gonso Tait, Executive Director Jahnae Erpenbach, Executive VP of
Indiana Gaming Commission Operations & GM

The Majestic Star Casino, LLC

4/22/20

Date

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Date

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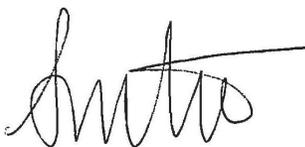
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This Agreement shall be binding upon the Commission and Majestic Star.

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



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

6/24/20

Date

Jahnae Erpenbach, Executive VP of
Operations & GM
The Majestic Star Casino, LLC

Date