

ORDER 2018-114

IN RE SETTLEMENT AGREEMENT

**THE MAJESTIC STAR CASINO, LLC and THE MAJESTIC STAR CASINO II,
LLC
18-MS-02**

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

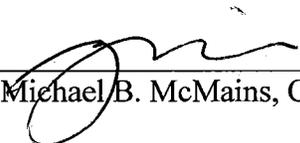
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 28th DAY OF JUNE, 2018.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Marc Fine, Vice Chair

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
)
THE MAJESTIC STAR CASINO, LLC and) **SETTLEMENT**
THE MAJESTIC STAR CASINO II, LLC) **18-MS-02**
)

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 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 15-12-3(a) Live gaming device fills shall proceed in the following manner:
 - (1) The appropriate occupational licensee shall initiate a live gaming device fill by completing an input form. The input form is either carried to the casino cage or the information is electronically transmitted to the casino cage.
 - (2) The appropriate occupational licensee uses the input form to prepare and print a live gaming device fill slip.
 - (3) Surveillance shall be notified that a live gaming device fill is being processed.
 - (4) Based on the information contained on the fill slip, the casino cashier shall prepare the proper denomination and amount of chips and sign the fill slip. The casino cashier shall sign the fill slip, summon a security officer, and present the chips and the fill slip to the security officer.
 - (5) The security officer shall verify that the denomination and amount of chips match the amount on the fill slip. The security officer shall sign the fill slip after verifying the chips match the fill slips. The security officer who begins the live gaming device fill must complete the process of witnessing, escorting, and signing the appropriate documentation to verify that the live gaming device fill was completed. If there is a discrepancy with the live gaming device fill, the same security officer who began the live gaming device fill must accompany the fill back to the cage to resolve the discrepancy.
 - (6) The casino cashier shall retain one (1) copy of the fill slip in the casino cage.
 - (7) The security officer shall transport the chips to the appropriate pit area.
 - (8) The appropriate level of occupational licensee shall count the chips that are received as a live gaming device fill to ensure the denomination and amounts received match the amount and denomination reflected on the fill slip.
 - (9) If the amounts in subdivision (4) agree, the occupational licensee who counted the fill shall sign the fill slip. The pit supervisor or the equivalent shall also sign the fill slip. A

copy of the fill slip or the original shall be inserted into the drop box of the live gaming device that received the fill. A copy of the fill slip or the original fill slip shall be returned to the casino cage.

(10) If the amounts in subdivision (4) do not agree, the fill slip shall not be signed and the discrepancy shall be resolved in accordance with the policy and procedure submitted in accordance with section 2(b)(8) of this rule. Surveillance shall be notified and the security officer shall return the chips and the fill slip to the casino cage.

(b) The casino cashier or appropriate department shall use copies of the completed live gaming device fill slip to balance the cage. All completed live gaming device fill slips shall be used to complete the soft count.

(c) If a live gaming device fill slip was erroneous, it shall be voided and a new live gaming device fill slip generated. The person voiding the fill slip shall indicate the reason the slip was voided and sign the slip. A voided live gaming device fill shall be retained and deposited into a locked accounting box.

2. On January 20, 2018, Surveillance notified a Gaming Agent of a table fill error. A table fill had been requested in the amount of \$3,980. The fill was delivered to the incorrect table, counted and accepted by two (2) Floor Supervisors.
3. On March 28, 2018, Surveillance notified Gaming Agents of a cage variance. It was determined the variance was a result of incorrect table fill. A table fill was prepared for \$3,800 but the amount that was delivered to the table was \$3,700. A Floor Supervisor and Dealer confirmed and accepted the fill.

COUNT II

4. 68 IAC 12-1-15(a) states surveillance employees shall:
 - (1) monitor regularly; and
 - (2) visually record, either by:
 - (A) continuous recording; or
 - (B) motion activation;whichever is appropriate; the surveillance system coverage of the areas described in this section.
 - (c) states the surveillance system must provide an overall view of pit areas and gaming tables capable of clearly identifying the following:
 - (1) Dealers.
 - (2) Patrons.
 - (3) Hands of the participants.
 - (4) Facial views of the participants.
 - (5) Pit personnel.
 - (6) Activities of the pit personnel.
 - (7) The amount and incrementation of a progressive jackpot contained on a progressive jackpot display of a live gaming device.
5. On January 15, 2018, the Director of Internal Audit notified Gaming Agents that the table games progressive display camera was inadvertently disabled on January 10, 2018 by an

Assistant Shift Manager while trying to reset the progressive screen. The camera covering the progressive display was re-enabled on January 13, 2018. There was not continuous coverage of the progressive display for 60 hours.

6. On February 20, 2018, a power failure occurred. Shortly after the power failure, surveillance notified Gaming Agents that a stationary camera covering a Baccarat table was not recording. Three (3) other cameras stopped recording at the entrance of the casino for two (2) minutes total.

After verifying the camera covering the Baccarat table was not recording, the Casino Shift Manager was notified and the table was credited of all gaming chips. The camera did not continuously record for 14 hours.

COUNT III

7. 68 IAC 2-6-6(c) states if a casino licensee converts an electronic gaming device, the casino licensee must take the following steps: (5) The casino licensee shall do the following: (B) 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.
8. 68 IAC 11-1-3(c)(4) states that no casino licensee or casino license applicant may use an internal control procedure unless the internal control procedure has been approved, in writing, by the executive director.
9. 68 IAC 13-1-1(b)(2)(3) states the Commission may initiate an investigation or a disciplinary action, or both, against a licensee if the Commission has reason to believe the licensee is not complying with licensure conditions or is not complying with this Act or this title.
10. Majestic Star Internal Control Procedures, Section II-t-2, describes the procedure for ticket issuance.
11. On April 6, 2018, Gaming Agents were notified of an EGD in the high limit area that allowed a patron to print out a TITO ticket exceeding the maximum amount a patron is allowed to cash out at one time. The Slot Shift Manager indicated that the EGD had just been put back into play recently after being down for over a year for progressive jackpot issues.

A review of the EGD found that the options had been set incorrectly. On April 5, 2018, the Slot Tech checked the progressive incrementation on the EGD and then placed the EGD in service without a coin test and without verifying the options.

COUNT IV

12. 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 form must be submitted to the enforcement agent within fifteen (15) days of the occurrence of the change or action.
13. On May 4, 2018, an HR Generalist notified Gaming Agents that a Surveillance Officer who received an occupational license on February 26, 2018 had failed to start work and their employment was terminated. Majestic Star failed to notify the Commission of the termination in a timely manner.

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.

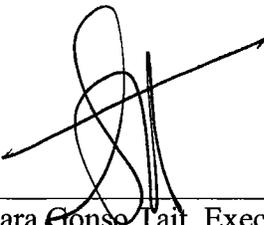
Majestic Star shall pay to the Commission a total of \$10,500 (\$4,000 for Count I, \$3,500 for Count II, \$2,000 for Count III and \$1,000 for Count IV) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this Agreement. This Agreement 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 shall be binding upon the Commission and Majestic Star.

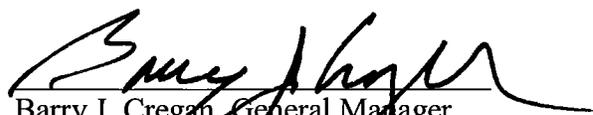
IN WITNESS WHEREOF, the Parties have signed this Settlement Agreement on the date and year as set forth below.



Sara Conso Tait, Executive Director
Indiana Gaming Commission

6/28/18

Date



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

6/21/18

Date