

**ORDER 2024-84
IN RE SETTLEMENT AGREEMENT**

**MAJESTIC STAR CASINO, LLC D/B/A HARD ROCK CASINO NORTHERN
INDIANA
24-HR-02**

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

APPROVED

APPROVES OR DISAPPROVES

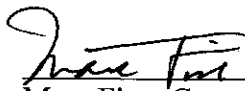
the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 20th DAY OF JUNE, 2024.

THE INDIANA GAMING COMMISSION:


Milton O. Thompson, Chair

ATTEST:


Marc Fine, Commissioner

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
MAJESTIC STAR CASINO, LLC)	24-HR-02
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 1-11-1(c) states a person under twenty-one (21) years of age shall not be present in a casino.
2. IC 4-33-9-12(a) states 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.
3. Hard Rock Northern Indiana’s approved internal control procedures, N-11, describe the procedures for minors.
4. On January 24, 2024, Surveillance notified Gaming Agents that a minor was on the casino floor gambling at a Craps table. Prior to proceeding to the casino floor, Gaming Agents went to Surveillance and reviewed the identification (“ID”) presented by the minor upon entry into the casino. Gaming Agents were able to identify that the person entering the casino did not resemble the person on the ID. When the Gaming Agents approached the minor and his mother, they denied that he was underage and stated he was twenty-eight (28) years of age. Their group was uncooperative with Gaming Agents and Gary Police escorted them off the property. Gary Police were able to confirm that the individual was in fact a minor and only seventeen (17) years of age. A review of surveillance coverage determined that Security ran the ID through the scanner which passed but failed to recognize that the ID presented did not match the person presenting the ID. An Assistant Table Games Manager asked for an ID check because she believed the patron looked underage and Security they cleared him to continue gambling. It is at this time that Surveillance requests the Gaming Agents for review of the matter.
5. On April 11, 2024, Security notified Gaming Agents that an underage person and their mother was at the Security podium. Upon arrival at the Security podium, Gaming Agents

were advised that the two (2) individuals had previously been turned away at another entrance as the younger female did not have an ID. The Security Officer that had turned them away later saw them standing outside the restrooms on the casino floor. Gaming Agents were able to confirm that the younger female patron was underage. A review of surveillance coverage showed the individuals being turned away at one (1) entrance, but they proceeded to another entrance where they walked in without being asked to show ID. Two (2) Security Officers at this entrance were having a conversation amongst themselves and did not see them enter.

COUNT II

6. 68 IAC 15-12-3(a) provides the requirements for live gaming device fills.
7. 68 IAC 15-12-4(a) provides the requirements for live gaming device credits.
8. On March 3, 2024, Gaming Agents were contacted by a Table Games Pit Manager regarding a live gaming device credit error that had been discovered when closing the table. A live gaming device credit was ordered for a craps table for \$6,000 in purple \$500 chips. \$6,000 in green \$25 chips was loaded and removed from the table instead. The credit slip was signed, and the incorrect credit was accepted at the cage and placed into inventory.
9. On March 26, 2024, Surveillance notified Gaming Agents that an incorrect live gaming device fill had occurred. The live gaming device fill was supposed to include \$10,000.00 in black \$100 chips, however, the Cage Cashier prepared the fill with \$10,000.00 in purple \$500 chips. The incorrect live gaming device fill was accepted by the Dealer and verified by the Table Games Manager.
10. On April 11, 2024, a Casino Table Games Assistant Manager notified Gaming Agents that a Dealer and Table Games Supervisor accepted an incorrect live gaming device fill. The live gaming device fill requested \$2,000 in green \$25 chips, \$400 in red \$5 chips and \$20.00 in white \$1 chips. The Specialty Banker placed \$2,000 in black \$100 chips into the transparent fill container instead of the \$2,000 in green \$25 chips. The incorrect live gaming device fill was accepted by the Dealer and Floor Supervisor.

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 \$8,000 (\$4,500 for Count I and \$3,500 for Count II) 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.

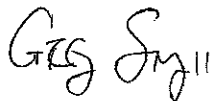
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Hard Rock agrees to promptly remit payment in the amount of \$8,000 and waive all rights to further administrative 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.

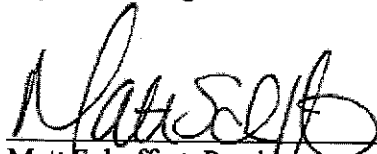
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



Greg Small, Executive Director
Indiana Gaming Commission

5/24/24

Date



19540

Matt Schuffert, President
Hard Rock Casino Northern Indiana

5/16/2024

Date