

**ORDER 2020-137  
IN RE SETTLEMENT AGREEMENT**

**THE MAJESTIC STAR CASINO, LLC  
20-MS-02**

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 23<sup>rd</sup> DAY OF NOVEMBER, 2020.**

**THE INDIANA GAMING COMMISSION:**



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Michael B. McMains, Chair

ATTEST:



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Jason Dudich, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 ) **SETTLEMENT**  
**THE MAJESTIC STAR CASINO, LLC** ) **20-MS-02**

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and The Majestic Star Casino, LLC (“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 2-3-9.2(b) provides that 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.
2. On February 11, 2020, Gaming Agents received a Separation of Service Form from Human Resources. A Hotel Manager was terminated on July 19, 2019.
3. On June 15, 2020, Gaming Agents received a Separation of Service Form from Human Resources. On January 21, 2019, a Count Attendant transferred to a non-gaming position at the hotel. License termination paperwork was not submitted at the time of the transfer and termination of her gaming license.
4. On July 23, 2020, Gaming Agents were advised that an employee never reported to work and was possibly still active in the Occupational Licensing Database. The employee's license was issued on December 27, 2019. Termination paperwork was not received until July 29, 2020.

**COUNT II**

5. IC 4-33-9-12(a) provides 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.
6. 68 IAC 1-11-1(c) provides a person under twenty-one (21) years of age shall not be present in a casino.

7. On August 14, 2020, Security notified Gaming Agents that an underage person had obtained access to the casino floor. The underage person presented her identification at the casino entrance which clearly identified that she was under 21. The Security Officer scanned her identification and allowed the underage person into the casino.

### **COUNT III**

8. 68 IAC 2-6-6(c)(5)(B) provides if a casino licensee converts an electronic gaming device, the casino licensee must 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.
9. On June 15, 2020, a Gaming Agent was performing coin tests with a Slot Tech when it was observed that several electronic gaming devices (EGD) were in service without a coin test. When the casino re-opened to the public, forty-four (44) EGD's were in service for patron play without a coin test.

### **COUNT IV**

10. 68 IAC 6-1-1 provides an excluded person is prohibited from entering gaming areas and a casino licensee or operating agent must evict any excluded person from its gaming area if the casino licensee or operating agent knows or reasonably should know that the person is an excluded person.
11. On January 27, 2020, a Gaming Agent audited the statewide exclusion list. It was determined that thirty (30) statewide excluded persons were not flagged.

### **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 \$15,500 (\$3,000 for Count I, \$1,500 for Count II, \$3,500 for Count III and \$7,500 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 \$15,500 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.

\_\_\_\_\_  
Sara Gonso Tait, Executive Director  
Indiana Gaming Commission

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

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Date

11-12-20  
\_\_\_\_\_  
Date

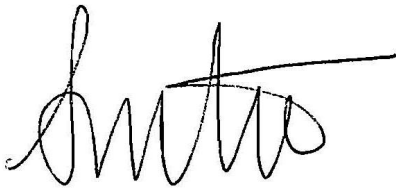
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Sara Gonso Tait, Executive Director  
Indiana Gaming Commission

11/20/20

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date