

**ORDER 2021-34  
IN RE SETTLEMENT AGREEMENT**

**THE MAJESTIC STAR CASINO, LLC  
21-MS-01**

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 MARCH, 2021.**

**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**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>THE MAJESTIC STAR CASINO, LLC</b>	)	<b>21-MS-01</b>

**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 11-9-2(a) provides the casino licensee or trustee shall submit to the executive director internal control procedures concerning the withholding of cash winnings from delinquent obligors in accordance with 68 IAC 11-1.
2. 68 IAC 11-1-3(c)(4) provides 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.
3. 68 IAC 13-1-1(b)(2) and (3) provides 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.
4. Majestic Star’s approved internal control procedures, I-M-1, describe the procedures for Child Support Intercept Process.
5. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (CSADR) for September 2020. The results of this audit were that one (1) individual was not searched in the CSADR after winning a taxable jackpot.
6. Gaming Agents conducted an audit of the Child Support Arrears Delinquency Registry (CSADR) for November 2020. The results of this audit were that one (1) individual was not searched in the CSADR after winning a taxable jackpot.

## COUNT II

7. 68 IAC 15-12-3(a) provides the requirements for live gaming device fills.
8. On October 20, 2020, Security notified Gaming Agents of a table fill error. A table fill was requested in the amount of \$21,320, however, the Cage Cashier shorted the table fill by \$240. The table fill was delivered to the table and accepted by a Dealer and Table Games Floor Supervisor.
9. On December 2, 2020, Surveillance notified Gaming Agents of a table fill error. A table fill was requested in the amount of \$4,100, \$4,000 in green \$25 chips and \$100 in red \$5 chips. The Cage Supervisor prepared and sent out \$4,000 in black \$100 chips and \$100 in red \$5 chips. The table fill was delivered to the table and accepted by a Dealer and Table Games Floor Supervisor.

## 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 \$5,000 (\$2,000 for Count I and \$3,000 for Count II) 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 \$5,000 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.

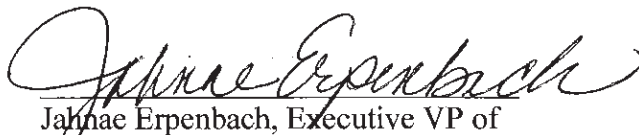
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile,

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.

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Sara Gonso Tait, Executive Director  
Indiana Gaming Commission



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

3-11-21

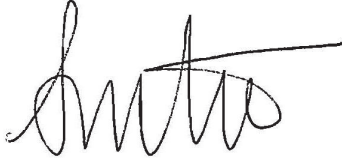
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Sara Gonso Tait, Executive Director  
Indiana Gaming Commission

3/23/21

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Date

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

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Date