

**ORDER 2024-165
IN RE SETTLEMENT AGREEMENT**

**MAJESTIC STAR CASINO, LLC D/B/A HARD ROCK CASINO NORTHERN
INDIANA
24-HR-03**

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

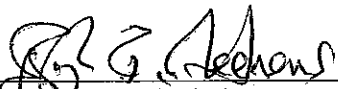
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 19th DAY OF DECEMBER, 2024.

THE INDIANA GAMING COMMISSION:



Joseph R. Heerens, Chair

ATTEST:



Michael E. Williams, Commissioner

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
MAJESTIC STAR CASINO, LLC)	24-HR-03
D/B/A HARD ROCK CASINO)	
NORTHERN INDIANA)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Dennis Mullen 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 May 19, 2024, the Director of Security notified Gaming Agents that there was a possible underage person at the entrance to the Live Venue. A Security Officer had requested identification (“ID”) from a patron attempting to enter the Live Venue due to the patron appearing underage. A review of surveillance coverage determined that the underage person, who was accompanied by his father, entered the casino by presenting a fake Illinois ID. Despite the ID giving an authentication error when inserted into the Veridocs system, the Security Officer allowed the underage person to enter the casino. Gaming Agents were able to confirm the patron was underage.

COUNT II

5. 68 IAC 15-12-3(a) provides the requirements for live gaming device fills.
6. On May 24, 2024, Gaming Agents reviewed a Surveillance report referencing an incorrect live gaming device fill (“LGD”) which caused a \$95 overage for an LGD. A review of surveillance coverage showed a Cage Cashier prepared the fill and mixed a

\$100 black chip in with the \$5 red chips. The incorrect LGD fill was accepted by a Dealer and Table Game 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 \$4,500 (\$3,000 for Count I and \$1,500 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.

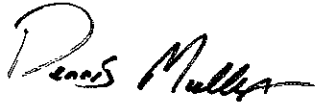
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Hard Rock agrees to promptly remit payment in the amount of \$4,500 and waive all rights to further administrative 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.

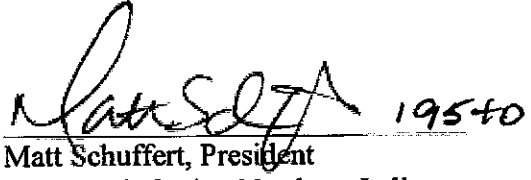
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



Dennis Mullen, Executive Director
Indiana Gaming Commission

12/11/24

Date



Matt Schuffert, President
Hard Rock Casino Northern Indiana

11/20/2024

Date