

**ORDER 2016-208
IN RE SETTLEMENT AGREEMENT
THE MAJESTIC STAR CASINO, LLC
16-MS-03**

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

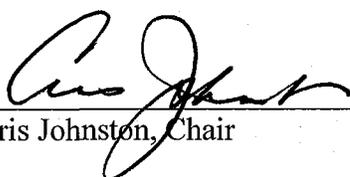
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 8th DAY OF SEPTEMBER, 2016.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
THE MAJESTIC STAR CASINO, LLC) **16-MS-03**
)

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 settle this matter 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

1. 68 IAC 14-3-5(a) states all dice or playing cards that are not being utilized at a live gaming device shall be kept in locked compartments.
2. On April 26, 2016, a Gaming Agent was informed by a Pit Manager that 19 purple playing cards were left in the shuffle machine at a Blackjack Table. The cards were left in the shuffle machine when the table was closed at 11:30 pm on April 25, 2016 and not discovered until 2:30 pm on April 26, 2016. The Dealer failed to count down the purple deck of cards before placing them in the box to be cancelled.
3. On May 21, 2016, a Gaming Agent was contacted by a Surveillance Supervisor regarding four decks of cards left in the podium in the pit. A Table Games Manager had called Surveillance for a review of the closing of a table game to see why cards were left in the podium in the pit. Surveillance review showed the four decks of cards were placed in the podium by a Floor Supervisor. The cards were left unsecured for approximately three hours.
4. On June 2, 2016, a Housekeeper came to the Commission office at the casino to ask if he could dispose of two boxes of cards (eighty-seven decks of cards) or if they needed to be cancelled first. The Gaming Agent took possession of the cards to ensure that they would be cancelled properly. The Housekeeper told the Agent he found the cards while cleaning the office of the new Lead Poker Room Supervisor. On June 5, 2016, the Agent received a written statement from the Lead Poker Room Supervisor which stated that three boxes of cards were found while cleaning the office. One of the boxes was already cancelled and the box

was thrown away in the trash compactor. Most of the eighty-seven decks were not cancelled and some were damaged. It is not know why the cards were in the office and there is no surveillance coverage in the office. The previous two Supervisors are no longer employed at Majestic Star. The cards were cancelled and destroyed.

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. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

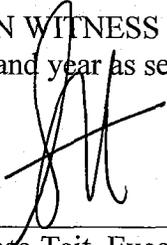
Majestic Star shall pay to the Commission a sum of \$3,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings of fact, specifically alleged herein. If the Commission subsequently discovers facts that give rise to additional or separate violations, which are not described herein, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described herein.

Upon execution and approval of this Settlement Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Settlement Agreement by the Commission, Majestic Star agrees to promptly remit payment in the amount of \$3,000 and shall waive all rights to further administrative or judicial review.

This Settlement 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 Settlement Agreement. This Settlement Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Settlement 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 Gonso Tait, Executive Director
Indiana Gaming Commission

8/29/16

Date



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

8/16/16

Date