

**ORDER 2010-52
IN RE SETTLEMENT AGREEMENT
THE MAJESTIC STAR CASINO, LLC
10-MS-01**

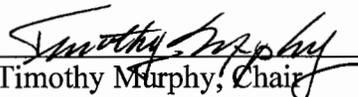
After reviewing the attached Settlement Agreement, the Indiana Gaming Commission hereby:

Approves
APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 4th DAY OF MARCH, 2010.

THE INDIANA GAMING COMMISSION:



Timothy Murphy, Chair

ATTEST:



Marc Fine, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
THE MAJESTIC STAR CASINO, LLC) **10-MS-01**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton 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

COUNT I

1. 68 IAC 11-4-4(e) states the pit boss or the equivalent shall place the opener on the live gaming device tray in a manner that the amounts on the opener may be read through the cover, and lock the transparent live gaming device tray lid in place.
2. On October 1, 2009, a Gaming Agent was checking new table layouts on Majestic Star I when he was able to lift two locked chip tray lids off of the chip tray. The Agent inspected all the tables on Majestic Star I and did not find any other unsecured trays. The Agent spoke to the Pit Manager and the Casino Shift Manager about the unsecured trays. The Agent then inspected the trays on Majestic Star II and found one unsecured tray. All other trays were secured.
3. On each day from October 11, 2009 to October 13, 2009, a Gaming Agent found one unsecured lid on Majestic Star I. The casino found their new locking mechanism to be faulty and replaced all the locks on their chip trays.
4. On October 24, 2009, a Gaming Agent found one unsecured roulette lid on Majestic Star II.

COUNT II

5. 68 IAC 2-6-37(b) states the progressive display must be constantly updated as play on the link is continued. It will be acceptable to have a slight delay in the update as long as when a jackpot is triggered the jackpot amount is shown immediately.
6. 68 IAC 12-1-5(a) states the surveillance employees shall:

- a. monitor regularly; and
 - b. visually record either by:
 - i. continuous recording; or
 - ii. motion activation;whichever is appropriate;
- the surveillance system coverage of the areas described in this section.
7. 68 IAC 12-1-5(f)(6) states electronic gaming device surveillance must be capable of providing on progressive games, dedicated coverage of the following:
- i. Any electronic gaming device or group of electronic gaming devices with a possible jackpot payout in excess of fifty thousand dollars (\$50,000).
 - ii. The progressive display showing the incrementation of the progressive jackpot for an electronic gaming device or a bank of electronic gaming devices.
8. On September 30, 2009, a Gaming Agent overheard a radio transmission regarding a progressive display that was not functioning. The monitor was not displaying the progressive jackpot incrementation information. The Agent pulled up the surveillance camera dedicated to the progressive jackpot incrementation information and it displayed the monitor that was not functioning properly. The progressive jackpot totals had not been displayed on the dedicated camera for approximately seventy six (76) hours. Neither the Slot Department employees nor the Surveillance employees had noticed the malfunctioning display.

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.

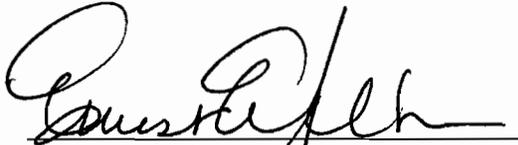
Majestic Star shall pay to the Commission a total of \$7,500 (\$2,500 for Count I; and \$5,000 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings of fact, specifically alleged 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 \$7,500 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.



Ernest E. Yelton, Executive Director
Indiana Gaming Commission

2.26.10
Date



Larry Buck, General Manager
The Majestic Star Casino, LLC
The Majestic Star Casino II, Inc.

February 19, 2010
Date