

**ORDER 2013-166
IN RE SETTLEMENT AGREEMENT
THE MAJESTIC STAR CASINO, LLC
13-MS-03**

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

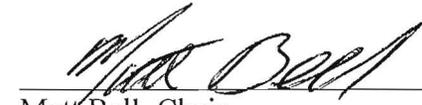
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 12th DAY OF SEPTEMBER, 2013.

THE INDIANA GAMING COMMISSION:



Matt Bell, Chair

ATTEST:



Christopher Johnston, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
THE MAJESTIC STAR CASINO, LLC)	13-MS-03
)	

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 12-1-5(d)(2)(A) states the playing surface of the live gaming devices must be viewed by the surveillance system with sufficient clarity to clearly observe, in detail, the chip trays.
2. On June 18, 2013 a Gaming Agent was advised that surveillance called regarding Poker tables that had been moved and a tarp hung due to minor work that was being done in the Poker Room. The Surveillance Agent notified the Gaming Agent that the coverage of the games was compromised and the tables still had full racks of chips. Gaming Agents went to the Poker Room to observe the area and found that the room had been partitioned with a tarp. The Chief Engineer was advised that the tarp need to be removed and the work stopped. The Poker Room Supervisors approached the Agents and were informed the Poker tables were to be credited of all chips before the work could be continued. The chips were removed from the tables.

COUNT II

3. 68 IAC 11-7-1(b) states for the purposes of this rule, "sensitive keys" means keys that either management or the commission considers sensitive to the casino licensee's operation and therefore require strict control over custody and issuance.
4. On June 21, 2013 a Gaming Agent entered the security dispatch and observed a Majestic Star bucket next to the Security Sergeant. The Agent asked what the bucket was for and was informed by the Sergeant that while cleaning out the Security Filing Office of lost and found items, he found the bucket with

miscellaneous keys inside it. The bucket was taken to Security Dispatch to identify the keys. The Agent noted several of the keys were labeled, but most were not. The Agent took several of the labeled keys to see if they unlocked the corresponding door. He found that he was able to open the doors to the Surveillance Room on MS II, Poker Room toke cabinet, the IT Office on MS I and the Security Dispatch spare key cabinet which contains sensitive keys to numerous offices. The Agent took the keys to the Commission office to secure them. The Surveillance Room key was given to the Director of Surveillance and the remaining keys will remain secured in the Commission office until they are 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 total of \$8,000 (\$3,000 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 \$8,000 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.



Ernest E. Yelton, Executive Director
Indiana Gaming Commission

9-9-13

Date



Craig I. Ghelfi, General Manager
The Majestic Star Casino, LLC
The Majestic Star Casino II, Inc.

8/26/13

Date