

**ORDER 2018-52  
IN RE SETTLEMENT AGREEMENT**

**THE MAJESTIC STAR CASINO, LLC and THE MAJESTIC STAR CASINO II,  
LLC  
18-MS-01**

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

**APPROVED**

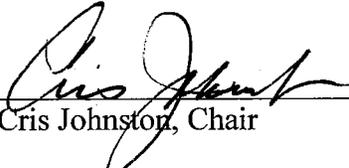
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APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 8<sup>th</sup> DAY OF MARCH, 2018.**

**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 and** ) **18-MS-01**  
**THE MAJESTIC STAR CASINO II, LLC** )  
 )

**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 2-6-5(10) states electronic gaming devices must meet the following security and audit specifications: the par sheet for the program used in an electronic gaming device must be stored in the electronic gaming device.
2. 68 IAC 2-3-9(d) states occupational licensees must notify the Commission that a riverboat licensee, a supplier licensee, or an occupational licensee has violated the Act or this title as soon as the occupational licensee becomes aware of the violation.
3. On September 21, 2017, a Gaming Agent was conducting slot audits with a Slot Tech when it was discovered that there was not a par sheet in the EGD. The par sheet tracks the payout percentage for the EGD. The machine entry log indicated that on June 7, 2017, a Slot Tech had noted that the par sheet was not in the game. The Gaming Agents were not notified of the missing par sheet in June. The Gaming Agent requested that an Assistant Slot Shift Manager show him the par sheet. The Assistant Slot Shift Manager was unable to locate the par sheet. It took Majestic Star six (6) hours to produce the par sheet. It is unknown how long the par sheet had been missing from the EGD. At a minimum, it had been missing for at least three (3) months.

**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.

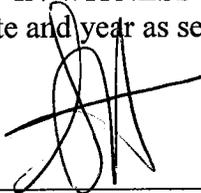
Majestic Star shall pay to the Commission a total of \$1,500 and conduct an audit of the PAR sheets in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This Agreement extends only to those violations and findings 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 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 \$1,500 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.

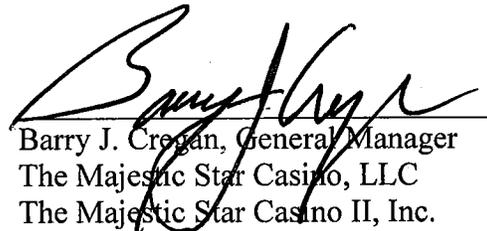
This Settlement Agreement shall be binding upon the Commission and Majestic Star.

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



\_\_\_\_\_  
Sara Gonso Tait, Executive Director  
Indiana Gaming Commission

3/6/18  
\_\_\_\_\_  
Date



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

2/26/18  
\_\_\_\_\_  
Date