

**ORDER 2008-68
IN RE SETTLEMENT AGREEMENT
THE MAJESTIC STAR CASINO, LLC
08-MS-02**

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

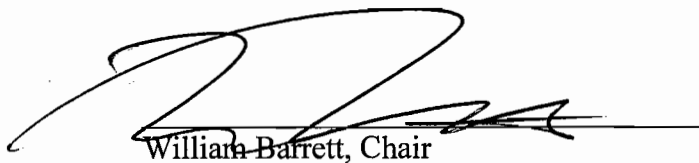
Approves

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

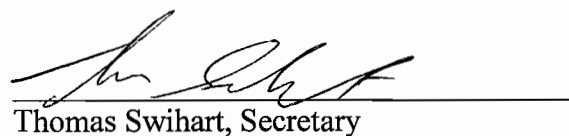
IT IS SO ORDERED THIS THE 28th DAY OF MAY, 2008.

THE INDIANA GAMING COMMISSION:



William Barrett, Chair

ATTEST:



Thomas Swihart, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
)
THE MAJESTIC STAR CASINO, LLC) **SETTLEMENT**
) **08-MS-02**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and Majestic Star 1 and 2 Casinos (“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 2-3-8 (a) requires an occupational license must be renewed annually.
2. 68 IAC 2-3-9.2 states riverboat licensees must advise the enforcement agent, on a form prescribed or approved by the commission, when one of the following events occurs with an occupational licensee: The occupational licensee’s employment with the riverboat licensee is terminated for any reason. The form must be submitted to the enforcement agent within fifteen days of the occurrence of the change or action.
3. On August 25, 2007, a Gaming Agent was doing a random update on occupational licenses and discovered an active employee was currently working on expired occupational licenses. A Security Officer’s license expired on August 14, 2007.
4. On September 19, 2007, a Gaming Agent was updating the Occupational Licensing database with employees who had been terminated or taken leave. The Gaming Agent discovered two employees had been terminated but their paperwork had not been turned in within 15 days of the occurrence of the change or action.

COUNT II

5. Pursuant to 4-33-9-12, “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.”

Pursuant to 68 IAC 1-11-1(c), “[a] person under twenty-one (21) years of age shall not be present on a riverboat.”

6. On July 17, 2007, a Security Supervisor discovered an under age vendor on the casino floor performing routine maintenance work. When he was given a vendor badge by security he presented a business identification card which had his picture but not his date of birth.

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 the Riverboat Gambling Act, Title 68 of the Indiana Administrative Code and 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 (\$3,000 for Count I; \$4,500 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

5-27-08

Date



David Schugar, General Manager
The Majestic Star Casino, LLC

5-21-08

Date