

ORDER 2009-207  
IN RE SETTLEMENT AGREEMENT  
THE MAJESTIC STAR CASINO, LLC  
09-MS-04

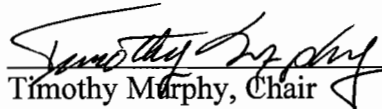
After reviewing the attached Settlement Agreement, the Indiana Gaming Commission hereby:

APPROVES  
APPROVES OR DISAPPROVES

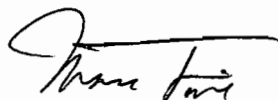
the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 12<sup>th</sup> DAY OF NOVEMBER, 2009.

THE INDIANA GAMING COMMISSION:

  
Timothy Murphy, Chair

ATTEST:

  
Marc Fine, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 )  
**THE MAJESTIC STAR CASINO, LLC** ) **SETTLEMENT**  
 ) **09-MS-04**  
 )

**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 2-6-19 states that electronic gaming devices must have logic boards and any computer chips that store memory in a locked area within the electronic gaming device that is sealed with evidence tape.
2. 68 IAC 2-6-6(c)(1)(C) states if a casino licensee converts an electronic gaming device, the casino licensee must request permission for the conversion to the commission and supply the commission with the location of the electronic gaming device.
3. On September 14, 2009, a Gaming Agent was verifying par sheets for a bank of machines that were part of a slot move when he noticed that one of the machines was missing. On September 15, 2009, the Agent checked the bank of machines to see if the missing machine had been installed and found that it was still missing. The Agent finally noticed the machine sitting in a corner on the casino floor.
4. On September 17, 2009, the Agent returned to the location where he saw the slot machine and saw that the machine was still there with the logic board sitting on top of it. The logic board contained the game and version EPROMS and the evidence tape had been removed. The Agent spoke to a Slot Shift Manager and a Slot Tech about the machine and discovered there was not enough room in the bank for the slot machine. Therefore, the machine was to be removed from the gaming floor. The logic board had been left on top of the machine for approximately twenty-four (24) hours.

## COUNT II

5. 68 IAC 6-3-4 (b)(5) requires the casinos to establish internal controls procedures that ensure voluntarily excluded persons do not receive check cashing privileges or extensions in credit, whether directly through the casino or operating agent, or through a supplier contracting with the casino or operating agent on property hired for the purpose of check cashing privileges or extension of credit, or both.
6. On January 1, 2009, a Gaming Agent was informed by a Security Supervisor that a Voluntarily Excluded Person ("VEP") was possibly on the casino floor. The patron was located and verified as a VEP. Prior to being identified as a VEP the patron had cashed a check at the cage for \$500.

## 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 \$9,000 (\$7,500 for Count I and \$1,500 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 \$9,000 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

Nov 9, 2009  
Date



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

October 28, 2009  
Date