

**ORDER 2012-54
IN RE SETTLEMENT AGREEMENT
THE MAJESTIC STAR CASINO, LLC
12-MS-01**

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

Approves
APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

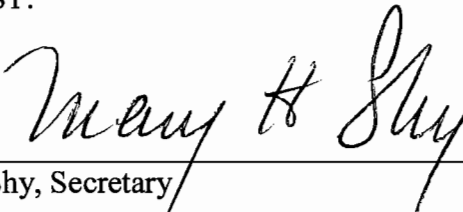
IT IS SO ORDERED THIS THE 15th DAY OF MARCH, 2012.

THE INDIANA GAMING COMMISSION:



Timothy Murphy, Chair

ATTEST:



Mary Shy, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
THE MAJESTIC STAR CASINO, LLC)	12-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 2-6.5-5 (e) states the server and any device or computer connected to the server may not be connected to: (1) the Internet; or (2) any device that is connected to the Internet; unless the commission has issued written approval of an Internet connection and connection software.
2. On September 30, 2011, Gaming Agents went to the IT room with the Slots Technical Manager to work on the server for the 48 server based slot machines on the casino floor. The Slots Technical Manager informed the Gaming Agents that a representative from IGT would be allowed remote access to the server in order to fix problems they were having with the server. He proceeded to explain that IGT would have limited access and that the IT department, who assigns access to the server, had installed multiple “firewalls” so that IGT did not have full access.
3. The Slots Technical Manager received a phone call from the IGT rep while the Gaming Agent was present. By speakerphone, the IGT rep indicated he was going to enter the server system remotely to try and remedy the problems. The Gaming Agent asked the IGT rep if he had limited or full access to the server system and he indicated that he had full access. Gaming Agents informed the Slots Technical Manager that IGT was to no longer have remote access to the server system.

COUNT II

4. 68 IAC 14-3-2 (b) states that all playing cards must meet the following specifications: (1) all decks of cards must be a complete standard deck of fifty-

two cards in four suits. The four suits shall be hearts, diamonds, clubs and spades. Each suit shall consist of numerical cards from: (A) two to ten; (B) a jack; (C) a queen; (D) a king; and (E) an ace.

5. On September 27, 2011, a Gaming Agent was notified by an Assistant Casino Shift Manager that an extra King of Diamonds and 10 of Diamonds were found at a table game while the cards were being counted down. The Assistant Casino Shift Manager proceeded to the card and dice cancellation room to inspect the previous days cancelled playing cards for the table in question. During his inspection, he observed that one playing deck was missing a 10 and King of Diamonds. Upon review of surveillance, a Pit Manger informed the Gaming Agent that the cards were in play for approximately 10 hours.

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.

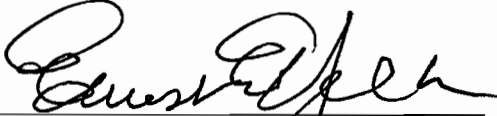
Majestic Star shall pay to the Commission a total of \$4,000 (\$2,000 for Count I and \$2,000 for Count II) in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and 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 \$4,000 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.

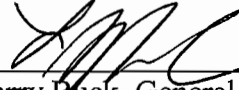
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date and year as set forth below.



Ernest E. Yelton, Executive Director
Indiana Gaming Commission

3.5.12

Date



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

02-29-12

Date