IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF MISSISSIPPI DELTA DIVISION

TUNICA WEB ADVERTISING, INC. and CHERRY L. GRAZIOSI

VS.

PLAINTIFFS

CAUSE NO.: 2:03-cv-234-SA

TUNICA CASINO ASSOCIATION, INC., TUNICA COUNTY TOURISM CORPORATION, BARDEN MISSISSIPPI GAMING, LLC (d/b/a "Fitzgerald's Casino and Hotel"), BL DEVELOPMENT CORP. (d/b/a "Grand Casino Tunica"), CIRCUS CIRCUS MISSISSIPPI, INC. (d/b/a "Gold Strike Casino Resort"), ROBINSON PROPERTY GROUP, LTD PARTNERSHIP (d/b/a "Horseshoe Casino & Hotel"), TUNICA PARTNERS II L.P. (d/b/a "Harrah's Tunica Mardi Gras Casino"), BALLY'S OLYMPIA LIMITED PARTNERSHIP (d/b/a "Bally's Saloon & Gambling Hall"), HWCC-TUNICA, INC. (d/b/a "Hollywood Casino Tunica"), BOYD TUNICA, INC. (d/b/a "Sam's Town Hotel & Gambling"), and SHERATON TUNICA CORPORATION (d/b/a "Sheraton Casino & Hotel")

DEFENDANTS

AGREED JUDGMENT OF DISMISSAL WITH PREJUDICE

On joint motion of Plaintiffs and six of the Defendants herein, Boyd Tunica, Inc. d/b/a Sam's Town Hotel & Gambling Hall; BL Development Corporation d/b/a Grand Casino Tunica; Tunica Partners II L.P. d/b/a Harrah's Tunica Mardi Gras Casino; Bally's Olympia Limited Partnership d/b/a Bally's Saloon & Gambling Hall; Sheraton Tunica Corporation d/b/a Sheraton Casino & Hotel; and Robinson Property Group Limited Partnership d/b/a Horseshoe Casino & Hotel (hereinafter collectively referred to as "Defendants"), the Court has been advised that all claims asserted or capable of assertion in the Amended Complaint of aforementioned Plaintiffs and Counterclaim of aforementioned Defendants have been fully and finally compromised and settled.

IT IS THEREFORE ORDERED that pursuant to Rule 41(a)(2) and Rule 54(b), Fed. R. Civ. Proc., the Court considers dismissal proper, expressly determines that there is no just reason for delay, and hereby dismisses all claims asserted by aforementioned Plaintiffs against the aforementioned identified six Defendants, Boyd Tunica, Inc. d/b/a Sam's Town Hotel & Gambling Hall; BL Development Corporation d/b/a Grand Casino Tunica; Tunica Partners II L.P. d/b/a

Harrah's Tunica Mardi Gras Casino; Bally's Olympia Limited Partnership d/b/a Bally's Saloon & Gambling Hall; Sheraton Tunica Corporation d/b/a Sheraton Casino & Hotel; and Robinson Property Group Limited Partnership d/b/a Horseshoe Casino & Hotel, with prejudice and all claims asserted by Defendants Boyd Tunica, Inc. d/b/a Sam's Town Hotel & Gambling Hall; BL Development Corporation d/b/a Grand Casino Tunica; Tunica Partners II L.P. d/b/a Harrah's Tunica Mardi Gras Casino; Bally's Olympia Limited Partnership d/b/a Bally's Saloon & Gambling Hall; Sheraton Tunica Corporation d/b/a Sheraton Casino & Hotel; and Robinson Property Group Limited Partnership d/b/a Horseshoe Casino & Hotel; and Robinson Property Group Limited Partnership d/b/a Horseshoe Casino & Hotel; and Robinson Property Group Limited Partnership d/b/a Horseshoe Casino & Hotel; and Robinson Property Group Limited Partnership d/b/a Horseshoe Casino & Hotel; and Robinson Property Group Limited Partnership d/b/a Horseshoe Casino & Hotel; and Robinson Property Group Limited Partnership d/b/a Horseshoe Casino & Hotel; and Robinson Property Group Limited Partnership d/b/a Horseshoe Casino & Hotel; and Robinson Property Group Limited Partnership d/b/a Horseshoe Casino & Hotel; and Robinson Property Group Limited Partnership d/b/a Horseshoe Casino & Hotel against Plaintiffs, with prejudice.

This Order shall have no effect on continuing claims against Defendant Barden Mississippi Gaming, LLC (d/b/a Fitzgerald's Casino and Hotel).

It is **ORDERED AND ADJUDGED** that this is a Judgment within the meaning of Rule 54(b), Fed. R. Civ. Proc.

So ORDERED this, the 3rd day of June, 2008.

<u>/s/ Sharion Aycock</u> U.S. DISTRICT COURT JUDGE