

**ORDER 2012-178
IN RE SETTLEMENT AGREEMENT
TCS JOHN HUXLEY AMERICA, INC.
12-TCS-01**

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

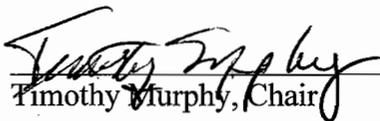
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

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

THE INDIANA GAMING COMMISSION:



Timothy Murphy, Chair

ATTEST:



Marc Fine, Vice-Chair

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
TCS JOHN HUXLEY AMERICA, INC.)	12-TCS-01
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and TCS John Huxley America, Inc. (“TCS”) (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 2-2-1(c) states the following persons or business entities are required to hold a supplier's license:
 - (1) The gaming operations manager if the manager is a business entity. If the gaming operations manager is an individual, the applicant shall hold a Level 1 occupational license. All employees of a gaming operations manager who have any duty, authority, or function relating directly or indirectly to a casino gambling operation will be required to hold an occupational license in accordance with 68 IAC 2-3-1.
2. 68 IAC 2-2-1(d) states the applicant's key persons, substantial owners, and any other persons deemed necessary to allow the commission to ensure the applicant meets the statutory criteria for licensure set forth in IC 4-33, IC 4-35, and this title must complete and submit a Personal Disclosure Form 1 application for occupational license under 68 IAC 2-3-1.
3. 68 IAC 2-2-6.1(a) states all key persons and substantial owners of supplier licensees and supplier license applicants must obtain a Level 1 occupational license.
4. 68 IAC 2-2-4(b)(3) states an application shall be deemed filed when the completed application forms, including all required documents, all personal disclosure forms, materials, photographs, and application fee have been submitted. The commission will not begin its background investigation until the application is filed.

5. On November 28, 2011 the Commission received notification from the TCS outside attorney that the current TCS CEO would be stepping down effective March 1, 2012 and the company had appointed another person to the CEO position effective March 1, 2012. The attorney also stated that an application would be filed with the Commission within 30 days unless an extension was granted. Before March 5, 2012 the Commission's Director of Background Investigations received a call from the attorney's office to seek a 30 day extension for the CEO's application submission. The Director verbally approved it. On March 5, 2012 the attorney and the Director exchange emails confirming the submission date of May 1, 2012. On April 12, 2012 the Director received a phone call from the attorney's office requesting another extension for the submission until mid-June. The request was denied. On April 26, 2012 an application for the new CEO was received, but was missing numerous pieces of information. The Commission's Director of Financial Investigation emailed the attorney regarding the missing financial information and was told that the information should be in by mid-June. In another email, sent to the Director of Background Investigations, the attorney stated that when the request for the extension was denied, she filed what she had.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of TCS by and through its agents as described herein constitute a breach of the IC 4-33 and/or 68 IAC. The Commission and TCS hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against TCS. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

TCS shall pay to the Commission a total of \$10,000 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.

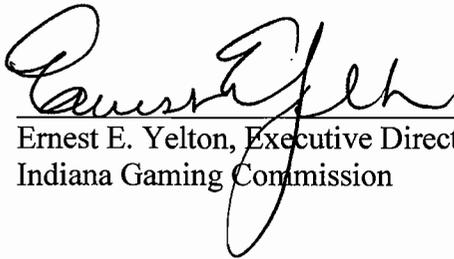
Upon execution and approval of this Settlement Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Settlement Agreement by the Commission, TCS agrees to promptly remit payment in the amount of \$10,000 and shall waive all rights 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 TCS.

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



Barbara Reed
Vice President of HR and
Compliance
TCS John Huxley America, Inc.

11.19.12

Date

11/5/12

Date