

ORDER 2018-93
IN RE SETTLEMENT AGREEMENT
TCS JOHN HUXLEY EUROPE LTD.
18-TCS-01

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

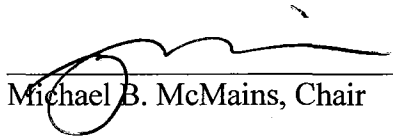
APPROVE

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

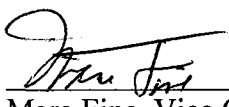
IT IS SO ORDERED THIS THE 28th DAY OF JUNE, 2018.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Marc Fine, Vice Chair

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
TCS JOHN HUXLEY AMERICA, INC.) **18-TCS-01**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait 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 to the following:

FINDINGS OF FACT

1. 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 (“PD1”) application for occupational license under 68 IAC 2-3-1.
2. 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.
3. On April 30, 2018, the Commission’s Director of Background Investigations (DBI) forwarded a timeline for TCS’ Re-investigation to the Commission’s Director of Compliance.
4. On January 8, 2018, the DBI notified the TCS Regulatory Compliance Manager (RCM) which individuals were required to file PD1’s and that the applications are due in thirty (30) days unless an extension is requested.
5. On February 2, 2018, TCS RCM requested an extension. The DBI agreed to extend the application deadline until February 23, 2018.
6. On March 1, 2018, the PD1’s had not been received.
7. On March 5, 2018, TCS RCM emailed the DBI and stated that the corporate applications have been sent by FedEx. The TCS RCM also stated that she hoped to have the individual PD1’s by the end of the week.

8. On March 13, 2018, the DBI requested a status update from the TCS RCM.
9. On March 19, 2018, the TCS RCM responded, stating some financial information was out of date and had asked for updated information from the individuals.
10. On March 27, 2018, the TCS RCM stated she sent applications for two (2) individuals, check and tax returns for four (4) individuals and various financial exhibits. The TCS RCM also stated that the applications submitted were missing banking, credit card and retirement information.
11. On April 4, 2018, the TCS RCM stated the other two (2) individuals had sent in their applications and that the requested IRS forms would be sent on May 5, 2018.
12. On April 11, 2018, the DBI confirmed receipt of the PD1's from TCS but a variety of financial exhibits were still missing.

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 IC 4-33, IC 4-35, and 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.

TCS shall pay to the Commission a total of \$7,500 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 in the findings above. If the Commission subsequently discovers facts that give rise to additional or separate violations, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described in the findings above.

Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, TCS agrees to promptly remit payment in the amount of \$7,500 and shall waive all rights to further administrative or judicial review.

This 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 Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Agreement shall be binding upon the Commission and TCS.

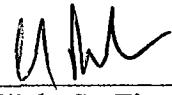
IN WITNESS WHEREOF, the parties have signed this Agreement on the date and year as set forth below.



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

6/27/18

Date



Mara Billick, Sr. Financial
Controller
TCS John Huxley America, Inc.

6/20/18

Date