

**ORDER 2022-20
IN RE SETTLEMENT AGREEMENT
TCS JOHN HUXLEY EUROPE LTD
22-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 8th DAY OF MARCH, 2022.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
TCS JOHN HUXLEY EUROPE LTD.) **22-TCS-01**
)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and TCS John Huxley Europe LTD. (“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

COUNT I

1. 68 IAC 15-6-4(b) provides that vendors and visitors must report to security to complete the vendor and visitor log and to obtain a badge. When the vendor or visitor leaves the casino, the vendor or visitor must complete the appropriate portion of the log.
2. 68 IAC 15-6-4(e) provides that the vendor and visitor log shall contain the following information:
 - (1) The name of the vendor or visitor.
 - (2) The company or organization the vendor or visitor represents.
 - (3) The date and time the vendor or visitor entered the casino.
 - (4) The purpose that necessitates the vendor or visitor entering the casino.
 - (5) The date and time that the vendor or visitor exits the casino. The casino licensee is responsible for instituting a policy that ensures that vendor and visitor badges are returned to the security department and accounted for when the vendor or visitor exits the casino.
 - (6) If the person is a visitor, the individual who authorized the visitor's presence in the casino.
 - (7) Any other information deemed necessary by the executive director or the commission to ensure compliance with IC 4-33, IC 4-35, and this title.
3. On January 24, 2019, the Commission issued a memorandum to all casino licensees on occupational licenses. The memorandum states vendor or visitor badges are not to be utilized by those who hold or should hold an occupational license. Per the memorandum if individuals who hold or should hold an occupational license attempt to access the gaming floor using a vendor or visitor badge, casino staff should assist in the matter by refusing entry and directing the individuals to local Gaming Agents for assistance.

4. On August 26, 2021, Gaming Agents performed an audit of the Hard Rock Northern Indiana vendor log for June 2021.
5. On June 15, 2021, two (2) Service Technicians from TCS signed in to provide table game maintenance on the casino floor. Both vendors did not have any licensing information listed. Both vendors hold an occupational license with the Commission and were allowed to work on a vendor's badge.

COUNT II

6. 68 IAC 1-5-1(9) provides a casino or supplier licensee shall provide a written notice to the executive director as soon as the casino or supplier licensee becomes aware of an action, event, or nonevent, with respect to which the executive director has instructed the licensee to provide notice so that the executive director can ensure that the licensee continues to maintain suitability for licensure.
7. 68 IAC 5-2-1(a)(2) provides that this rule applies to casino licensees, casino license applicants, and supplier licensees that are persons other than publicly traded corporations.
8. 68 IAC 5-2-2(a) provides an applicant must receive prior approval from the Commission before taking an ownership interest in a supplier licensee who is not a publicly traded company.
9. On November 27, 2019, Outside Counsel for TCS sent notice to the Commission about a restructure that would result in a transfer of ownership. The Commission reviewed the transaction and provided the details to the Commission's Legal Division for an Order to approve the transaction via Resolution 2017-108. The Order approving the transaction (2020-SL-02) noted that the transaction was set to close by December 31, 2020.
10. On October 7, 2021, Outside Counsel for TCS John Huxley contacted the Commission again to advise that the above-mentioned transfer of ownership never occurred. TCS John Huxley was now seeking to get approval for the transfer, but the terms were marginally different than the 2019 restructuring plan. Commission staff again reviewed the transaction and provided the details to the Commission's Legal Division for an Order via Resolution 2021-189. The Order approving the transaction is 2021-SL-03.
11. TCS failed to notify the Commission that the original restructuring transaction did not occur by December 31, 2020. Therefore, the Commission had inaccurate information on a licensed supplier for approximately ten (10) months.

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 \$4,000 (\$1,000 for Count I and \$3,000 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 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 \$4,000 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 may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

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.

Greg Small, Executive Director
Indiana Gaming Commission



Phillip Lee - Director
TCS John Huxley Europe LTD.

Date

25th February 2022
Date

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



Greg Small, Executive Director
Indiana Gaming Commission

3/8/22

Date

Stephanus Nel, Managing Director
TCS John Huxley Europe LTD.

Date