

**ORDER 2023-130  
IN RE SETTLEMENT AGREEMENT  
TCS JOHN HUXLEY EUROPE LTD.  
23-TCS-01**

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

**APPROVED**

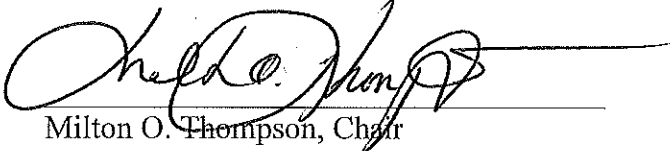
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APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 15th DAY OF SEPTEMBER, 2023.**

**THE INDIANA GAMING COMMISSION:**

  
Milton O. Thompson, Chair

ATTEST:

  
Jason Dudich, Secretary

STATE OF INDIANA  
INDIANA GAMING COMMISSION

IN RE THE MATTER OF: )  
 ) SETTLEMENT  
TCS JOHN HUXLEY EUROPE LTD. ) 23-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

1. 68 IAC 2-6-2 (a) requires that the following may not be used for gaming by any casino licensee prior to the executive director, or the executive director's designee, authorizing their inclusion in the commission's online database of approved items and technologies: (1) Electronic gaming devices (EGD) and any component parts material to gaming activity, including, but not limited to, the following: (A) Random number generators. (B) All game media. (C) Progressive controllers. (D) Bill changers.
2. 68 IAC 17-1-3 provides a casino licensee, casino license applicant, or supplier licensee shall use the commission's electronic gaming device database as prescribed by the commission.
3. In accordance with 68 IAC 17-1-2(a) and 68 IAC 17-1-3, when shipping an item approved under 68 IAC 2-6-2, the supplier is required to provide the Commission with an accurate inventory of each item to be shipped and delivered, including each item's identification code in the Commission's Electronic Gaming Device System ("EGDS").
4. On June 9, 2023, the CAS Manager at Harrah's Hoosier Park notified Gaming Agents of a controlled shipment of two (2) roulette wheels that had been accepted. The shipment was not approved by the EGD Manager prior to delivery of the parcel. Subsequently, the Compliance Administrator for TCS John Huxley contacted the EGD Manager to submit a shipping notification # 55171. The EGD Manager issued approval for shipping notification # 55171 and the devices were accepted into inventory at the property.

## 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 \$1,500 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.

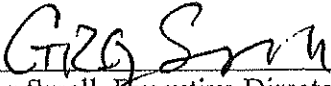
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, TCS agrees to promptly remit payment in the amount of \$1,500 and shall waive all rights to further administrative or judicial review.

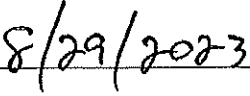
This Agreement constitutes the entire agreement between the parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

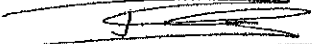
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by 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.

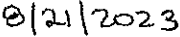
This Agreement shall be binding upon the Commission and TCS.

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

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Phillip Lee, Director  
TCS John Huxley Europe LTD.

  
\_\_\_\_\_  
Date