

ORDER 2015-138
AN ORDER OF THE INDIANA GAMING COMMISSION
IN RE SETTLEMENT AGREEMENT
TCS JOHN HUXLEY AMERICA, INC.
15-TCS-01

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

APPROVES

the proposed terms of the Settlement Agreement.

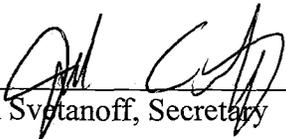
IT IS SO ORDERED THIS 17th DAY OF SEPTEMBER, 2015.

THE INDIANA GAMING COMMISSION:



Cris Johnston, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
TCS JOHN HUXLEY AMERICA, INC.) **15-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 that the following facts are true:

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 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. The Commission Director of Financial Investigations (“DFI”) provided the Director of Compliance with a timeline of the division’s attempts to timely receive all of the information needed to re-investigate several key people at TCS, a licensed supplier in Indiana. On October 14, 2014 TCS was provided a list of individuals that needed to submit updated PD-1s. The due date for the information was December 14, 2014. On November 26, 2014 the DFI was informed the package was ready and would be postmarked on December 1, 2014. On December 22, 2014 the DFI called TCS and informed them the package was not received. On December 29, 2014 TCS informed the DFI a new packet was being put together. On April 8, 2014 the DFI decided that enough information was received to conduct the re-investigation; however there were still a number of documents requested and not received.

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.

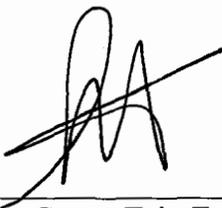
TCS shall pay to the Commission \$5,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings of fact, specifically alleged herein. If the Commission subsequently 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 \$5,000 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.

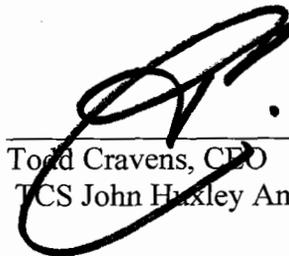
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date and year as set forth below.



Sara Gonso Tait, Executive Director
Indiana Gaming Commission

9/14/15

Date



Todd Cravens, CEO
TCS John Haxley America, Inc

9/11/15

Date