

ORDER 2018-202

IN RE SETTLEMENT AGREEMENT

**HALIFAX SECURITY, INC. d/b/a NORTH AMERICAN VIDEO
18-NAV-01**

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

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

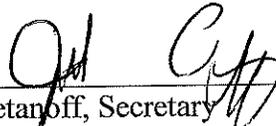
IT IS SO ORDERED THIS THE 6th DAY OF DECEMBER, 2018.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
) **SETTLEMENT**
HALIFAX SECURITY, INC.) **18-NAV-01**
d/b/a NORTH AMERICAN VIDEO)

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and NAV, Inc. d/b/a North American Video (“NAV”) (collectively, the “Parties”) desire to enter into this settlement agreement (“Agreement”) 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. 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. In January 2016, the Commission investigated NAV for a supplier license. At the time, the Director of Operations position was open and unfilled. NAV was granted a permanent supplier license in March 2016.
5. In May 2018, NAV submitted a Level Two Licensee application for an employee which led the Commission’s Investigations Division to discover that the Director of Operations position had been filled without notification to the Commission. The Occupational Licensing Coordinator requested a job description for this position and it was determined after review that this position should be a Level One Licensee. NAV was notified of this determination on May 23, 2018.

6. On July 20, 2018, the Director of Financial Investigations contacted NAV regarding the Level One License application for the Director of Operations, as it had not been received and was past thirty (30) days. Additionally, NAV had not requested any extensions.
7. On September 25, 2018, the Director of Financial Investigation finally received a follow-up to her email stating that the application had been submitted.
8. On September 28, 2018, the application was finally received, four (4) months after it was initially requested.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of NAV by and through its agents as described herein constitute a breach of IC 4-33, IC 4-35, and/or 68 IAC. The Commission and NAV hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against NAV.

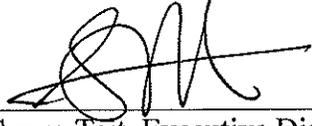
NAV shall pay to the Commission a total of \$4,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this Agreement. This Agreement extends only to those violations and findings of fact specifically alleged in the findings above. 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, NAV agrees to promptly remit payment in the amount of \$4,000 and shall waive all rights to further administrative or judicial review.

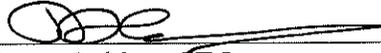
This Agreement constitutes the entire agreement between the parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or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

This Agreement shall be binding upon the Commission and NAV.

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



Jason Oakley, CEO
Halifax Security, Inc. d/b/a North
American Video

12/4/18

Date

12/3/2018

Date