

ORDER 2019-31
IN RE SETTLEMENT AGREEMENT

NRT TECHNOLOGY CORP.
19-NRT-01

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

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

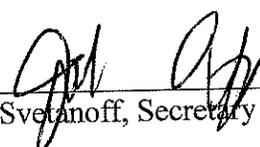
IT IS SO ORDERED THIS THE 8th DAY OF MARCH, 2019.

THE INDIANA GAMING COMMISSION:



Michael B. McMains, Chair

ATTEST:



Joseph Svetanoff, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
NRT TECHNOLOGY CORP.)	19-NRT-01
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Sara Gonso Tait and NRT Technology Corp. (“NRT”) (collectively, the “Parties”) desire to settle this matter prior to the initiation of a disciplinary proceeding. The Parties stipulate and agree to the following:

FINDINGS OF FACT

1. 68 IAC 2-2-6.1(d) states except as outlined in this section, occupational licensing of an employee, independent contractor, agent, or subagent of a supplier licensee shall be governed by 68 IAC 2-3.
2. 68 IAC 2-3-9.2(b)(1) requires the occupational licensee to notify the Commission of separation on a form prescribed or approved by the Commission.
3. 68 IAC 2-3-9.2(c) requires the notification must be submitted to the Commission within fifteen (15) days of the occurrence of the change or action.
4. On January 14, 2019, the Commission’s Gaming Administrator emailed a list of permanent license letters to NRT. NRT replied that they were unaware that one of the licensees listed, a Customer Engineer, had completed the licensing process. This Customer Engineer’s employment had been terminated on October 29, 2018. NRT failed to timely provide the Commission with the required termination paperwork.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of NRT by and through its agents as described herein constitute a breach of IC 4-33, IC4-35, and 68 IAC. The Commission and NRT hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against NRT. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

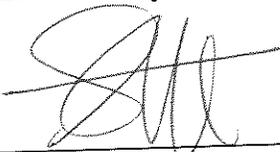
NRT shall pay to the Commission a total of \$1,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in each count of this agreement. This agreement extends only to those violations and findings of fact specifically alleged in the findings above. 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 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, NRT agrees to promptly remit payment in the amount of \$1,000 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 NRT.

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

3/5/19

Date



John Dominelli, Founder, CEO
NRT Technology Corp.

February 27, 2019

Date