

**ORDER 2019-140**

**IN RE SETTLEMENT AGREEMENT**

**NRT TECHNOLOGY CORP.  
19-NRT-02**

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

**APPROVED**

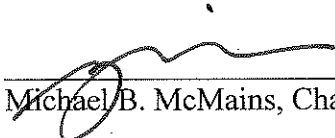
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APPROVES OR DISAPPROVES

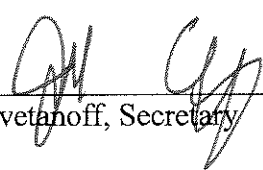
the proposed terms of the Settlement Agreement.

**IT IS SO ORDERED THIS THE 28<sup>th</sup> DAY OF AUGUST, 2019.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Michael B. McMains, Chair

ATTEST:

  
\_\_\_\_\_  
Joseph Svetanoff, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 )  
**NRT TECHNOLOGY CORP.** ) **SETTLEMENT**  
 ) **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 15-6-4(b) states 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) states the vendor and visitor log shall contain the following information: (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.
3. On January 24, 2019, the Commission issued a memorandum to all supplier licensees on occupational licenses which states vendor and visitor badges are not to be utilized by those who hold or should hold an individual license. If employees of supplier licenses above 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 June 10, 2019 and July 4, 2019 a Gaming Agents performed an inspection of the vendor log at Blue Chip Casino.
5. On April 19, 2019, a licensed NRT Tech obtained a vendor’s badge while on-site at Blue Chip. The Tech did not obtain and/or wear his IGC badge while on property.
6. On May 4, 2019, a licensed NRT Tech obtained a vendor’s badge while on-site at Blue Chip. The Tech did not obtain and/or wear his IGC badge while on property.

7. On May 5, 2019, a licensed NRT Tech obtained a vendor's badge while on-site at Blue Chip. The log did not note his IGC occupational license number and the Tech did not obtain and/or wear his IGC badge while on property.
8. On May 22, 2019, a licensed NRT Tech obtained a vendor's badge while on-site at Blue Chip. The log did not note his IGC occupational license number and the Tech did not obtain and/or wear his IGC badge while on property.
9. On May 31, 2019, a licensed NRT Tech obtained a vendor's badge while on-site at Blue Chip. The Tech did not obtain and/or wear his IGC badge while on property.
10. On May 31, 2019, a licensed NRT Tech obtained a vendor's badge while on-site at Blue Chip. The log did not note his IGC occupational license number and the Tech did not obtain and/or wear his IGC badge while on property.
11. On June 4, 2019, a licensed NRT Tech obtained a vendor's badge while on-site at Blue Chip. The log did not note his IGC occupational license number and the Tech did not obtain and/or wear his IGC badge while on property.
12. On May 20, 2019 and May 23, 2019, an unlicensed NRT Tech obtained a temporary vendor's badge from Security at French Lick Resort Casino and was able to obtain access to the casino floor without holding an occupational license with the Commission. On June 5, 2019, the NRT Tech obtained an occupational license with the Commission.

### **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 \$6,000 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 \$6,000 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.

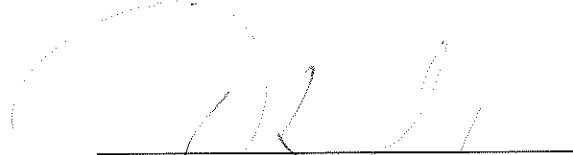
IN WITNESS WHEREOF, the Parties have signed this Settlement Agreement on the date and year as set forth below.



\_\_\_\_\_  
Sara Gonso Tait, Executive Director  
Indiana Gaming Commission

8/26/19

\_\_\_\_\_  
Date



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Gary Lindsay, VP of Operations  
NRT Technology Corp.

8/21/19  
\_\_\_\_\_  
Date