

**ORDER 2012-181  
IN RE SETTLEMENT AGREEMENT**

**NRT TECHNOLOGY CORP.  
12-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 15<sup>th</sup> DAY OF NOVEMBER, 2012.**

**THE INDIANA GAMING COMMISSION:**

  
Timothy Murphy, Chair

ATTEST:

  
Marc Fine, Vice-Chair

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

<b>IN RE THE MATTER OF:</b>	)	
	)	<b>SETTLEMENT</b>
<b>NRT TECHNOLOGY CORP.</b>	)	<b>12-NRT-01</b>
	)	

**SETTLEMENT AGREEMENT**

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton 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 2-2-9(d) states a supplier licensee must notify the executive director or the executive director's designee within ten (10) days of any change, to the extent known, in its relationship with or the employment status of its employees, independent contractors, agents, or subagents who are subject to occupational licensing under section 6.1 of this rule.
2. In March of 2012 the Licensing Coordinator received two employee terminations. One employee’s termination date was December 27, 2011 and the other one was February 16, 2011.

**TERMS AND CONDITIONS**

Commission staff alleges that the acts and omissions of NRT by and through its agents as described herein constitute a breach of the IC 4-33 and/or 68 IAC. The Commission and NRT hereby agree to a monetary settlement of the alleged violations 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 \$4,000 in settlement of the violations explained in this Settlement Agreement (“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 Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, NRT agrees to promptly remit payment in the amount of \$4,000 and shall waive all rights to further administrative or judicial review.

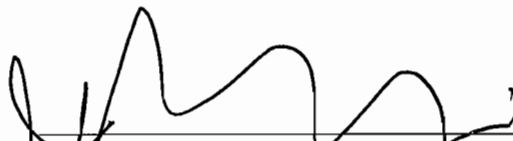
This Agreement constitutes the entire agreement between the parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or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

This Agreement shall be binding upon the Commission and NRT.

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

  
\_\_\_\_\_  
Ernest E. Yelton, Executive Director  
Indiana Gaming Commission

11.8.12  
Date

  
\_\_\_\_\_  
John Dominelli, President/CEO  
NRT Technology Corp.

October 31, 2012  
Date