

**ORDER 2022-142
IN RE SETTLEMENT AGREEMENT**

**NRT TECHNOLOGY CORP.
22-NRT-02**

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 27th DAY OF SEPTEMBER, 2022.

THE INDIANA GAMING COMMISSION:



Milton Thompson, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
NRT TECHNOLOGY CORP.)	22-NRT-02
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Greg Small and NRT Technology Corp. ("NRT") (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

COUNT I

1. 68 IAC 2-2-1(d) provides 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) provides 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. On January 8, 2021, the Commission issued a Directive to Suppliers on Supplier Occupational Licensing. Section III(A)(8) provides that a Chief Legal Officer/Director of Legal/General Counsel be licensed as a level one (1) licensee. Section III(A)(8) provides that a Chief Legal Officer/Director of Legal/General Counsel be licensed as a level one (1) licensee.
4. On May 27, 2021, the Commission issued an updated directive to Suppliers on Supplier Occupational Licensing. Section III(A)(8) provides that a Chief Legal Officer/Director of Legal/General Counsel be licensed as a level one (1) licensee. Section V(B)(3) describes the process for newly hired individuals and newly created positions and requires applications must be submitted to the Commission within thirty (30) days of the hire or transfer to position that requires licensure.

5. On September 1, 2021, NRT appointed an individual to the SVP, Legal & Compliance, General Counsel position. As a result, the due date for the PD1 application was October 1, 2021. No extension was requested.
6. On January 18, 2022, a new Gaming Entity Licensing Guidance was distributed to supplier licensees, combining the Supplier and Sports Wagering Vendor Directives, which included the requirement that the Chief Legal Officer/Director of Legal/General Counsel shall be licensed as a level one (1).
7. On April 11, 2022, the Commission reached out to NRT to submit their 3-year Reinvestigation and requested an application for the SVP, Legal & Compliance, General Counsel as soon as possible.
8. On April 13, 2022, NRT responded that they were in the process of completing the application.
9. On April 19, 2022, NRT emailed the Commission requesting that the SVP, Legal & Compliance, General Counsel not be required to file a PD1 application. The Commission responded and cited the current licensing guidelines and the requirement that the Chief Legal Officer/Director of Legal/General Counsel required a level one (1) license. NRT was issued access to LAM, the Commission's occupational licensing database on this day and was given access to LAM manual.
10. On April 20, 2022, NRT acknowledged the Commission's email and the level one (1) requirement.
11. On April 21, 2022, NRT requested the LAM manual link again to review. The Commission provided the link.
12. On May 6, 2022, NRT filed the PD1 application.
13. On May 13, 2022, the Commission requested additional information on the application. NRT responded with the requested information.
14. On May 16, 2022, the Commission requested the position be added to LAM, as required in the LAM manual, before submitting applications
15. On June 2, 2022, NRT followed up on the reinvestigation application status. The Commission reminded NRT of the job title addition requirement from May 16, 2022. NRT added the job position to LAM the same day.
16. On June 3, 2022, the SVP, Legal & Compliance, General Counsel was licensed by the Commission. The application was due on October 1, 2021 which was 217 days late. It also took NRT an additional seventeen (17) days to add the title to LAM for processing, making the application 234 days late.

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, IC 4-35, and/or 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.

NRT shall pay to the Commission a total of \$3,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in findings 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.

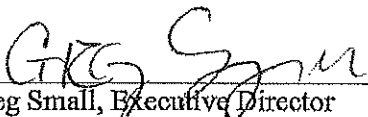
Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, NRT agrees to promptly remit payment in the amount of \$3,000 and shall waive all rights to further administrative 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.

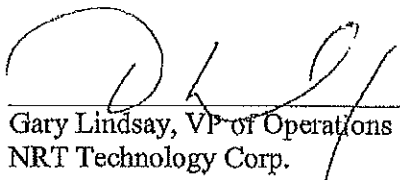
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original agreement and both of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by electronic mail, facsimile, or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically as if the original had been received.

This Agreement shall be binding upon the Commission and NRT.

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



Greg Small, Executive Director
Indiana Gaming Commission



Gary Lindsay, VP of Operations
NRT Technology Corp.

9/15/2022
Date

9/14/22
Date