

**ORDER 2022-207
IN RE SETTLEMENT AGREEMENT
INCREDIBLE TECHNOLOGIES, INC.
22-IT-01**

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

APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

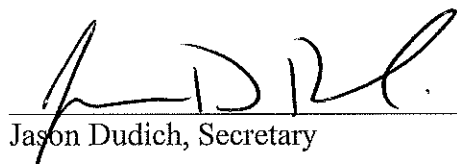
IT IS SO ORDERED THIS THE 15th DAY OF DECEMBER, 2022.

THE INDIANA GAMING COMMISSION:



Milton O. Thompson, Chair

ATTEST:



Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
INCREDIBLE TECHNOLOGIES, INC.)	22-IT-01
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission ("Commission") by and through its Executive Director Greg Small and Incredible Technologies, Inc. ("IT"), (collectively, the "Parties") desire to settle this matter 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. IC 4-33-7-8(a) provides unless a supplier's license is suspended, expires, or is revoked, the supplier's license may be renewed annually upon:
 - (1) the payment of a seven thousand five hundred dollar (\$7,500) annual renewal fee; and
 - (2) a determination by the commission that the licensee is in compliance with this article.(b) The holder of a supplier's license shall undergo a complete investigation every three (3) years to determine that the licensee is in compliance with this article.
2. 68 IAC 2-2-9(a) provides all supplier licensees have a continuing duty to maintain suitability for licensure. A supplier's license does not create a property right, but is a revocable privilege granted by the state contingent upon continuing suitability for licensure.
3. 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.
4. 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.
5. On February 15, 2022, the Commission reached out to IT's Director of Compliance Administration and License & Contract Specialist for their three (3) year reinvestigation submission. The Commission stated that the applications, the

PD1's and Supplier Reinvestigation would be due thirty (30) days from the communication unless an extension was requested and granted. The applications were due on March 15, 2022.

6. On April 12, 2022, the Commission followed up, requesting a confirmation of the receipt of the email, as no applications had been received. IT responded and acknowledged that they were currently working on the applications but did not realize they were due in thirty (30) days.
7. On June 24, 2022, the Commission reached out for the status of the company application. IT stated that they were awaiting final review and would have it submitted by Friday, July 1, 2022.
8. On June 30, 2022, the Commission received the company application, 107 days late.
9. The PD1's were submitted and/or completed on the following days:
10. The President/CEO's PD1 was submitted on May 2, 2022, and was forty-eight (48) days late.
11. The Chief Operating Officer's PD1 was submitted on May 4, 2022, and was fifty (50) days late.
12. The Executive VP's PD1 was submitted on April 28, 2022, however, it was not fully complete until May 20, 2022. The complete application was sixty-six (66) days late.
13. The President Gaming's PD1 was submitted on April 28, 2022, however, it was not fully complete until May 16, 2022. The complete application was sixty-two (62) days late.
14. The SVP Gaming's PD1 was submitted on May 2, 2022, however, it was not fully complete until May 20, 2022. The complete application was sixty-six (66) days late.
15. The VP of Finance's PD1 was submitted on May 2, 2022, however, it was not fully complete until June 22, 2022. The complete application was ninety-nine (99) days late.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of IT 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 IT hereby agree to a monetary settlement of the alleged violations

described herein in lieu of the Commission pursuing formal disciplinary action against IT.

IT shall pay to the Commission a total of \$21,000 in consideration for the Commission foregoing disciplinary action based on the facts specifically described in 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, ATI agrees to promptly remit payment in the amount of \$21,000 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.

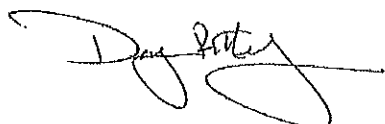
This Agreement shall be binding upon the Commission and IT.

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



Greg Small, Executive Director
Indiana Gaming Commission

12/14/2022
Date



Daymon Rutenberg
Senior Vice President of Gaming
Incredible Technologies, Inc.

10.31.2022
Date