

**ORDER 2023-147
IN RE SETTLEMENT AGREEMENT
BOYD GAMING CORPORATION
23-BOYD-01**

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

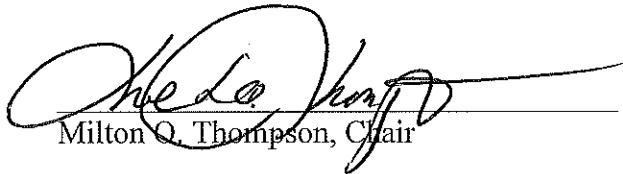
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 15th DAY OF SEPTEMBER, 2023.

THE INDIANA GAMING COMMISSION:


Milton O. Thompson, Chair

ATTEST:


Jason Dudich, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)
)
BOYD GAMING CORPORATION) **SETTLEMENT**
) **23-BOYD-01**

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Greg Small and Boyd Gaming Corporation (“Boyd”), (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 that the following facts are true:

FINDINGS OF FACT

1. 68 IAC 2-3-9.2(b)(2)(C) requires the occupational licensee to notify the Commission when the occupational licensee transfers to another position.
2. 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.
3. On October 3, 2022, the Commission was notified of a position change for a Direct Marketing Campaign Supervisor. The Direct Marketing Campaign Supervisor changed positions to a Director of Direct Marketing Programs on April 1, 2022. Boyd failed to timely submit the title change in a timely manner as it was 170 days late.
4. On October 3, 2022, the Commission was notified of a position change for an Analyst I Identity Management Provisioning. The Analyst I Identity Management Provisioning changed positions to a Manager of IT Provisioning on July 1, 2022. Boyd failed to timely submit the title change in a timely manner as it was 79 days late.
5. On October 3, 2022, the Commission was notified of a position change for an Analyst II Identity Management Provisioning. The Analyst II Identity Management Provisioning changed positions to an Administrator of Senior ID & Access Management on January 1, 2022. Boyd failed to timely submit the title change in a timely manner as it was 260 days late.
6. On October 3, 2022, the Commission was notified of a position change for an Engineer Senior Database. The Engineer Senior Database changed positions to a Manager IT Database Engineer on July 1, 2021. Boyd failed to timely submit the title change in a timely manner as it was 444 days late.
7. On October 3, 2022, the Commission was notified of a position change for an Analyst Senior IT Systems. The Analyst Senior IT Systems changed positions to an Engineer II

Data on October 15, 2021. Boyd failed to timely submit the title change in a timely manner as it was 338 days late.

8. On December 1, 2022, the Commission was notified of a position change for an Administrator Senior Identity & Access Management. The Administrator Senior Identity & Access Management changed positions to an Engineer Senior ID Access Management on January 1, 2022. Boyd failed to timely submit the title change in a timely manner as it was 319 days late.
9. On May 10, 2023, the Commission was notified of a position change for a Social Media Specialist. The Social Media Specialist changed positions to a Senior Digital & Social Media Specialist on January 14, 2022. Boyd failed to timely submit the title change in a timely manner as it was 466 days late.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Boyd by and through its agents as described herein constitute a breach of IC 4-33, IC 4-38 and/or 68 IAC. The Commission and Boyd hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Boyd.

Boyd 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 the Findings of Fact 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, Boyd 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 Boyd.

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

Greg Small
Greg Small, Executive Director
Indiana Gaming Commission

8/28/2023
Date

Michelle Rasmusson
Michelle Rasmusson, Vice President
Regulatory Compliance, Chief Compliance
Officer Boyd Gaming Corporation

8/18/23
Date