

**ORDER 2022-157
IN RE SETTLEMENT AGREEMENT
BOYD GAMING CORPORATION
22-BOYD-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**
BOYD GAMING CORPORATION) **22-BOYD-02**

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

COUNT I

1. 68 IAC 2-3-1(j)(5) provides that any other employee of a riverboat gambling operation whom the commission deems necessary, to ensure compliance with the Act and this title, shall hold a level two (2) occupational license.
2. On October 28, 2020, Boyd submitted an application for an IT employee at the corporate office via email/OneDrive to the Commission. The application was not received by the Commission. It is unknown why the Commission did not receive the application. Boyd has provided proof of the application submission and payment and fingerprints have been received, however, the Commission does not process an application until all items have been received.
3. On January 5, 2022, Blue Chip’s Director of Regulatory Compliance notified the Commission that the corporate IT employee was not on the list of corporate or Blue Chip licensees for the launch of LAM, the Commission’s occupational licensing database, even though the corporate IT employee had submitted an application in October of 2020.
4. On January 6, 2022, the Commission advised Boyd that the corporate IT employee was not currently licensed in Indiana. Boyd stated that they would attempt to retrieve the information on the submission for the corporate IT employee.
5. On February 8, 2022, Boyd followed up that they had removed access from the Indiana Systems when they learned of the lack of license for corporate IT employee.
6. On July 26, 2022, the corporate IT employee was licensed by the Commission after back and forth on requirements for the application.

7. The corporate IT employee worked in a position that is required to hold a level 2 occupational license in Indiana from approximately October 28, 2020, until approximately January 6, 2022.

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.

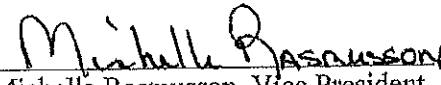
IN WITNESS WHEREOF, the Parties have signed this Agreement on the date and year as set forth below.



Greg Small, Executive Director
Indiana Gaming Commission

9/15/2022

Date



Michelle Rasmussen, Vice President
Regulatory Compliance, Corporate
Compliance Officer
Boyd Gaming Corporation

9/13/22

Date