

**ORDER 2009-93
IN RE SETTLEMENT AGREEMENT
BETWEEN THE INDIANA GAMING COMMISSION AND BALLY
TECHNOLOGIES, INC.**

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

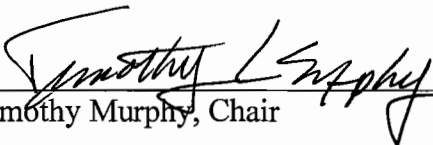
Approves

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

IT IS SO ORDERED THIS THE 11th DAY OF JUNE, 2009.

THE INDIANA GAMING COMMISSION:



Timothy Murphy, Chair

ATTEST:



Thomas Swihart, Secretary

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
BALLY TECHNOLOGIES, INC.)	09-BALLY-01
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and Bally Technologies, Inc (“Bally Technologies”) (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 that the following facts are true:

FINDINGS OF FACT

1. 68 IAC 17-1-2(a) states at least ten (10) days before transporting electronic gaming devices, the person causing the movement of the electronic gaming device shall notify the executive director in writing.
2. On February 10, 2009, a Gaming Agent contacted Gaming Laboratories International to verify that software, sent by Bally Technologies, and received on February 6, 2009 was approved for use in Indiana. The order form, from Indiana Live to Bally Technologies, which listed the software, was sent on January 21, 2009. The software was not approved for use in Indiana and therefore was never entered into the Electronic Gaming Device system which is used by the casinos and the Commission to order, ship, convert or move electronic gaming devices.

TERMS AND CONDITIONS

Commission staff alleges that the acts or omissions of Bally Technologies by and through its agents as described herein constitute a breach of the IC 4-35 and/or 68 IAC. The Commission and Bally Technologies hereby agree to a monetary settlement of the alleged violations described herein in lieu of the Commission pursuing formal disciplinary action against Bally Technologies. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

Bally Technologies shall pay to the Commission a total of \$1,500 in consideration for the Commission foregoing disciplinary action based on the facts specifically

described in each count of this 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 Settlement Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Settlement Agreement by the Commission, Bally Technologies agrees to promptly remit payment in the amount of \$1,500 and shall waive all rights to further administrative or judicial review.

This Settlement 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 Settlement Agreement. This Settlement Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all Parties.

This Settlement Agreement shall be binding upon the Commission and Bally Technologies.

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


Ernest E. Yelton, Executive Director
Indiana Gaming Commission

5.9.09
Date


Marc Comella
VP Regulatory Compliance
Bally Technologies, Inc.

6/3/09
Date