

**ORDER 2010-157  
IN RE SETTLEMENT AGREEMENT  
BALLY TECHNOLOGIES, INC.  
(10-BALLY-01)**

After reviewing 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 16<sup>th</sup> DAY OF SEPTEMBER, 2010.**

**THE INDIANA GAMING COMMISSION:**

  
\_\_\_\_\_  
Timothy Murphy, Chair

ATTEST:

  
\_\_\_\_\_  
Marc Fine, Secretary

**STATE OF INDIANA  
INDIANA GAMING COMMISSION**

**IN RE THE MATTER OF:** )  
 ) **SETTLEMENT**  
**BALLY TECHNOLOGIES, INC.** ) **10-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 17-1-1(f) states all EPROMs shall be transported separately from the shipment of electronic gaming devices.
2. On May 11, 2010, a Gaming Agent was contacted by a Slot Tech Supervisor, at Hollywood Casino, who requested his presence at a slot machine. The slot machine was recently received from Bally and was being set up when a box was noticed behind the top monitor. The Gaming Agent opened the box and found a Bally CD with Par sheets and a Bally Ram Clear chip. When used inside a slot machine a Ram Clear chip clears all of the information from the slot machine. These chips are to be sent separate from the slot machine and directly to the Gaming Agents, who are to be in control of the chip at all times.

**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 4-33 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 \$5,000 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.

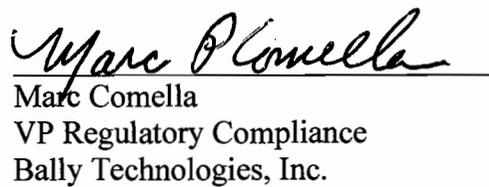
Upon execution and approval of this Settlement Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Settlement Agreement by the Commission, Bally Technologies agrees to promptly remit payment in the amount of \$5,000 and shall waive all rights to further administrative or judicial review.

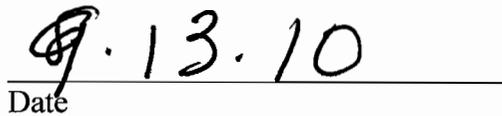
This Settlement Agreement constitutes the entire agreement between the parties. No prior or subsequent understandings, agreements, or representations, oral or written, not specified or referenced within this document will be valid provisions of this Settlement Agreement. This Settlement Agreement may 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

  
Marc Comella  
VP Regulatory Compliance  
Bally Technologies, Inc.

  
Date

  
Date