

**ORDER 2014-84
IN RE SETTLEMENT AGREEMENT**

**BALLY TECHNOLOGIES, INC.
14-BALLY-01**

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

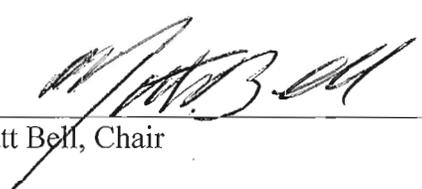
APPROVED

APPROVES OR DISAPPROVES

the proposed terms of the Settlement Agreement.

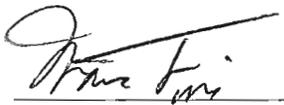
IT IS SO ORDERED THIS THE 26th DAY OF JUNE, 2014.

THE INDIANA GAMING COMMISSION:



Matt Bell, Chair

ATTEST:



Marc Fine, Vice Chair

**STATE OF INDIANA
INDIANA GAMING COMMISSION**

IN RE THE MATTER OF:)	
)	SETTLEMENT
BALLY GAMING, INC.)	14-BALLY-01
)	

SETTLEMENT AGREEMENT

The Indiana Gaming Commission (“Commission”) by and through its Executive Director Ernest E. Yelton and Bally Gaming, Inc. (“Bally”) (collectively, the “Parties”) desire to settle this matter prior to the initiation of a disciplinary proceeding. The Parties stipulate and agree to the following:

FINDINGS OF FACT

1. 68 IAC 17-1-1(f) states that EPROMs shall be transported separately from the shipment of electronic gaming devices.
2. On February 28, 2014 a Gaming Agent at Tropicana Casino observed the receipt of five slot machines from SHFL/Bally Technologies. The shipment was associated with EGDS Shipment Request ID 17546/Shipment ID 17831. Each slot machine was on an individual pallet and three of the five machines had an additional box attached. The Slot Tech Supervisor removed one of the extra boxes and discovered it contained software that should have been sent separate from the slot machine.

TERMS AND CONDITIONS

Commission staff alleges that the acts and omissions of Bally by and through its agents as described herein constitute a breach of the IC 4-33 and/or 68 IAC. The Commission and Bally hereby agree to a monetary settlement of the alleged violations in lieu of the Commission pursuing formal disciplinary action against Bally. This agreement is being entered into to avoid the potential expense and inconvenience of disciplinary action.

Bally shall pay to the Commission a total of \$1,500 in settlement of the violations explained in this Settlement Agreement (“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

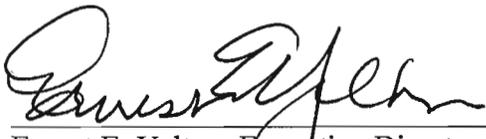
not described herein, the Commission may pursue disciplinary action for such violations even if the subsequent violations are similar or related to an incident described herein.

Upon execution and approval of this Agreement, Commission staff shall submit this Agreement to the Commission for review and final action. Upon approval of the Agreement by the Commission, Bally agrees to promptly remit payment in the amount of \$1,500 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 shall be binding upon the Commission and Shuffle Master.

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



Ernest E. Yelton, Executive Director
Indiana Gaming Commission



Marc Comella
VP Regulatory Compliance
Bally Technologies, Inc.

6.25.14

Date

6/17/14

Date