

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

IN RE BALLY TECHNOLOGIES, INC.
STOCKHOLDERS LITIGATION

Lead Case No. A-14-705012-B
Dept. No. XXIX

This Document Relates to:

ALL ACTIONS

Consolidated with:

A-14-705144-C
A-14-705153-C
A-14-705162-B
A-14-705338-B
A-14-706234-C

NOTICE OF PENDENCY OF CONSOLIDATED CLASS ACTION, PROPOSED SETTLEMENT OF CONSOLIDATED CLASS ACTION, SETTLEMENT HEARING AND RIGHT TO APPEAR

TO: ALL PERSONS OR ENTITIES WHO HELD SHARES OF COMMON STOCK OF BALLY TECHNOLOGIES, INC. ("BALLY" OR THE "COMPANY"), EITHER OF RECORD OR BENEFICIALLY, FROM AND INCLUDING AUGUST 1, 2014 THROUGH AND INCLUDING NOVEMBER 21, 2014, INCLUDING ANY AND ALL OF THEIR RESPECTIVE SUCCESSORS-IN-INTEREST, PREDECESSORS, REPRESENTATIVES, TRUSTEES, EXECUTORS, ADMINISTRATORS, HEIRS, ASSIGNS OR TRANSFEREES, IMMEDIATE AND REMOTE, AND ANY PERSON OR ENTITY ACTING FOR OR ON BEHALF OF, OR CLAIMING UNDER ANY OF THEM, AND EACH OF THEM (EXCLUDING COMPANY OFFICERS, DEFENDANTS, THEIR CONTROLLED ENTITIES AND MEMBERS OF THEIR IMMEDIATE FAMILIES; AND LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS OR ASSIGNS OF SUCH PERSONS).

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS LITIGATION. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF THE LITIGATION REFERRED TO IN THE CAPTION AND CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS. IF THE COURT APPROVES THE PROPOSED SETTLEMENT, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS, REASONABLENESS AND ADEQUACY OF THE PROPOSED SETTLEMENT AND FROM PURSUING THE SETTLED CLAIMS (DEFINED HEREIN).

IF YOU HELD OR TENDERED THE COMMON STOCK OF BALLY FOR THE BENEFIT OF ANOTHER, PLEASE PROMPTLY TRANSMIT THIS DOCUMENT TO SUCH BENEFICIAL OWNER.

I. PURPOSE OF NOTICE

Pursuant to an Order of the Eighth Judicial District Court in Clark County, Nevada (the "Court") dated June 10, 2015, and further pursuant to Rule 23 of the Nevada Rules of Civil Procedure, this Notice is to inform you of: (i) the Court's determination to provisionally certify, for purposes of the settlement only, the above-captioned action (the "Action") as a non-opt-out class action pursuant to Rules 23(a), (b)(1) and (b)(2) of the Nevada Rules of Civil Procedure on behalf of the Class (defined below); (ii) the proposed settlement of the Action (the "Settlement") as provided for in a Stipulation of Settlement (the "Stipulation") dated April 23, 2015; and (iii) your right to participate in a hearing to be held on September 17, 2015 at 9:00 a.m., before the Eighth Judicial District Court in Clark County, Nevada at the Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada 89155 (the "Settlement Hearing") to determine whether the Court should: (a) certify the Action as a class action pursuant to Rule 23 of the Nevada Rules of Civil Procedure; (b) certify named plaintiffs Victoria A. Shaev, Mary Crescente, David Lewandoski, Barry Rosenfeld, Shiva Y. Stein and Sung Hahm as representatives of the Class; (c) certify Faruqi & Faruqi, LLP and WeissLaw LLP as Class counsel; (d) approve the Settlement as fair, reasonable, adequate and in the best interests of the Class; and (e) consider a request for an award of attorneys' fees and expenses to counsel for plaintiffs in the Action.

This Notice describes the rights you may have in the Action and pursuant to the Stipulation and what steps you may take – but are not required to take – in relation to the Settlement.

If the Court approves the Settlement, the parties will ask the Court at the Settlement Hearing to enter an Order and Final Judgment dismissing the Action with prejudice in accordance with the terms of the Stipulation. The Court has the right to adjourn the Settlement Hearing without further notice. The Court also has the right to approve the Settlement with or without modifications, and to enter its final judgment dismissing the Action on the merits and with prejudice and to order the payment of attorneys' fees and expenses without further notice.

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. IT IS BASED ON STATEMENTS OF THE PARTIES AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES. THIS NOTICE IS SENT FOR THE SOLE PURPOSE OF INFORMING YOU OF THE EXISTENCE OF THIS ACTION AND OF A HEARING ON A PROPOSED SETTLEMENT SO THAT YOU MAY MAKE APPROPRIATE DECISIONS AS TO STEPS YOU MAY WISH TO TAKE IN RELATION TO THIS LITIGATION.

II. BACKGROUND OF THE ACTION

On August 1, 2014, Scientific Games Corporation (“Scientific Games”) and Bally Technologies, Inc. (“Bally” or the “Company”) announced that they had entered into an Agreement and Plan of Merger, dated as of August 1, 2014, by and among Scientific Games, Scientific Games Nevada, Inc., a wholly-owned subsidiary of Scientific Games (“Merger Sub”), Scientific Games International, Inc., a wholly-owned subsidiary of Scientific Games (“Financing Sub”) and Bally (the “Merger Agreement”), whereby Bally agreed to be acquired by Merger Sub for \$83.30 per share in cash (“Merger Consideration”) for each share of Bally common stock (the “Merger” or “Proposed Transaction”).

On August 5, 2014, Victoria A. Shaev, on behalf of herself and all others similarly situated, filed *Shaev v. Bally Technologies, Inc., et al.*, Case No. A-14-705012-B (the “Shaev Action”), in the Court alleging, among other things, that the members of Bally’s board of directors (Richard Haddrill, David Robbins, W. Andrew McKenna, Robert Guido, Josephine Linden and Michael A. Klayko, who are referred to herein collectively as the “Board”) breached their fiduciary duties in connection with their consideration and approval of the Proposed Transaction and that Scientific Games, Merger Sub and Financing Sub aided and abetted those alleged breaches of fiduciary duty.

On August 6, 2014, Mary Crescente, individually and on behalf of all others similarly situated, filed *Crescente v. Bally Technologies, Inc., et al.*, Case No. A-14-705144-C (the “Crescente Action”), in the Court alleging, among other things, that Bally’s Board breached its fiduciary duties in connection with its consideration and approval of the Proposed Transaction and that Bally, Scientific Games, Merger Sub and Financing Sub aided and abetted those alleged breaches of fiduciary duty.

On August 6, 2014, David J. Lewandoski, individually and on behalf of all others similarly situated, filed *Lewandoski v. Bally Technologies, Inc., et al.*, Case No. A-14-705153-C (the “Lewandoski Action”), in the Court alleging, among other things, that Bally’s Board breached its fiduciary duties in connection with its consideration and approval of the Proposed Transaction and that Bally, Scientific Games, Merger Sub and Financing Sub aided and abetted those alleged breaches of fiduciary duty.

On August 6, 2014, Barry Rosenfeld, on behalf of himself and all others similarly situated, filed *Rosenfeld v. Bally Technologies, Inc., et al.*, Case No. A-14-705162-B (the “Rosenfeld Action”), in the Court alleging, among other things, that Bally’s Board breached its fiduciary duties in connection with its consideration and approval of the Proposed Transaction and that Bally, Scientific Games, Merger Sub and Financing Sub aided and abetted those alleged breaches of fiduciary duty.

On August 11, 2014, Shiva Y. Stein, individually and on behalf of all others similarly situated, filed *Stein v. Bally Technologies, Inc., et al.*, Case No. A-14-705338-B (the “Stein Action”), in the Court alleging, among other things, that Bally’s Board breached its fiduciary duties in connection with its consideration and approval of the Proposed Transaction and that Bally, Scientific Games, Merger Sub and Financing Sub aided and abetted those alleged breaches of fiduciary duty.

On August 22, 2014, the Court consolidated the Shaev Action, the Crescente Action, the Lewandoski Action, the Rosenfeld Action and the Stein Action (the “Consolidation Order”) under a single case caption, *In re Bally Technologies, Inc. Stockholders Litigation*, Lead Case No. A-14-70512-B (the “Action”). In its Consolidation Order, the Court ordered that each and every subsequently filed putative action involving “questions of law or fact similar to those contained in the [Action]” shall be governed by the Consolidation Order and consolidated for all purposes with the Action.

The Consolidation Order designated the law firms WeissLaw LLP and Faruqi & Faruqi, LLP as Plaintiffs’ Co-Lead Counsel (“Plaintiffs’ Co-Lead Counsel”), the law firms Cooksey, Toolen, Gage, Duffy & Woog, P.C. and Muckleroy Lunt, LLC as Plaintiffs’ Co-Liaison Counsel (“Plaintiffs’ Co-Liaison Counsel”) and the law firms Pomerantz LLP, Levi & Korsinsky LLP and Milberg LLP as members of an Executive Committee (the “Executive Committee”) (Plaintiffs’ Co-Lead Counsel, Plaintiffs’ Co-Liaison Counsel and the Executive Committee are referred to herein collectively as “Plaintiffs’ Counsel”).

On August 27, 2014, Sung Hahm, individually and on behalf of all others similarly situated, filed *Hahm v. Bally Technologies, Inc., et al.*, Case No. A-14-706234-C (the “Hahm Action”), in the Court alleging, among other things, that Bally’s Board breached its fiduciary duties in connection with its consideration and approval of the Proposed Transaction and that Bally aided and abetted those alleged breaches of fiduciary duty.

On September 8, 2014, Bally filed with the United States Securities and Exchange Commission (the “SEC”) a proxy statement pursuant to Schedule 14(a) of the Securities Exchange Act of 1934 (the “Preliminary Proxy”), which, among other things, summarizes the Merger Agreement and provides an account of the events leading up to the execution of the Merger Agreement and a summary of the valuation analyses conducted by Bally’s financial advisor, Macquarie Capital (USA) Inc. (“Macquarie”).

On September 11, 2014, Plaintiffs’ Counsel filed a notice of consolidation in the Hahm Action pursuant to the terms of the Consolidation Order.

On September 15, 2014, the Hahm Action was consolidated into the Action.

On September 19, 2014, the plaintiffs in the Action – Victoria A. Shaev, Mary Crescente, David J. Lewandoski, Barry Rosenfeld and Shiva Stein (together with Sung Hahm, “Plaintiffs”) – filed their Consolidated Amended Class Action Complaint (the “Consolidated Amended Complaint” or “CAC”), which superseded the complaints in the Shaev Action, the Crescente Action, the Lewandoski Action, the Rosenfeld Action, the Stein Action and the Hahm Action and became the operative complaint in the Action, alleging, among other things, that Bally’s Board breached its fiduciary duties in connection with its consideration and approval of the Proposed Transaction and breached its fiduciary duty of candor in connection with the disclosures made in the Preliminary Proxy and

that Scientific Games, Merger Sub and Financing Sub (the Board, Bally, Scientific Games, Merger Sub and Financing Sub are referred to herein collectively as "Defendants") aided and abetted those alleged breaches of fiduciary duty.

The CAC specifically alleged that the sales process and Merger Consideration the Board adopted in connection with the Proposed Transaction were inadequate, and further alleged that the Preliminary Proxy contained material misstatements and omitted material information related to the process the Board undertook to consider Scientific Games' offer to merge, the Company's financial projections and the financial analyses and fairness opinion provided by Macquarie and the CAC sought to enjoin the Proposed Transaction until Defendants provided the Company's stockholders with information Plaintiffs alleged was necessary to ensure that Bally stockholders could make an informed decision whether to vote their shares in favor of the Proposed Transaction.

On September 22, 2014, Plaintiffs served document requests on Defendants.

On October 3, 2014, Plaintiffs filed a motion to waive the requirements of Nevada Rule of Civil Procedure 16.1 and for an order for expedited discovery on an order shortening time (the "Rule 16 Motion").

On October 7, 2014, Defendants moved to dismiss the Consolidated Amended Complaint in the Action;

Following the filing of the Rule 16 Motion, the parties engaged in extensive arms'-length negotiations in an effort to resolve the discovery disputes raised therein.

On October 8, 2014, upon agreement by the parties for Defendants to produce certain confidential and non-public documents to the Plaintiffs, Plaintiffs' Counsel withdrew their Rule 16 Motion without prejudice.

On October 9, 2014, Defendants produced certain confidential and non-public documents to the Plaintiffs, which included: (1) the minutes of Bally's Board or Board subcommittee meetings addressing the Proposed Transaction; (2) non-privileged written presentations made to Bally's Board concerning the Proposed Transaction; (3) the Macquarie and Groton Partners, LLC engagement letters relating to the Proposed Transaction; (4) any written bid letters sent to Bally by or on behalf of Scientific Games and any responses from Bally thereto; (5) the financial projections Bally provided to Scientific Games in connection with the Proposed Transaction; and (6) the management presentation materials Bally provided to Scientific Games in connection with the Proposed Transaction (collectively, the "Core Documents"). In addition, Defendants made Bally's chief financial officer available to Plaintiffs' Counsel for an interview, which was held on October 14, 2014 (the "Interview").

Plaintiffs' Counsel engaged and consulted with a financial expert in connection with their assessment and analysis of the Proposed Transaction, the Action, the Consolidated Amended Complaint and the claims asserted therein, and based upon a thorough analysis of the Preliminary Proxy and the non-public documents produced during discovery, and in consultation with their financial expert, identified information omitted from the Preliminary Proxy Plaintiffs believed was important to Bally stockholders regarding the Proposed Transaction and should have been disclosed to Bally stockholders in order to ensure that the Company's stockholders could make an informed decision whether to vote their shares in favor of the Proposed Transaction.

On October 14, 2014, in light of the foregoing analysis, Plaintiffs' Counsel sent a settlement demand letter to counsel for the Defendants requesting, *inter alia*, that Bally make additional disclosures to its stockholders to permit a fully informed stockholder vote on the Proposed Transaction.

Subsequently, counsel for the Defendants and Plaintiffs' Co-Lead Counsel engaged, on behalf of the parties, in extensive arm's-length negotiations concerning a possible resolution of the Action and negotiated various supplemental disclosures that Plaintiffs' Co-Lead Counsel believe are material and should have been disclosed to Bally stockholders to afford them an opportunity to make an informed decision on whether to vote in favor of or against the Merger Agreement.

During this time Plaintiffs' Co-Lead Counsel continued to consult with their expert regarding the adequacy of the Merger Consideration and the sufficiency of the financial disclosures made in the Preliminary Proxy.

Plaintiffs represent that they owned at all relevant times and continued to own shares of Bally common stock through the consummation of the Merger, and have provided proof of such ownership to Defendants' counsel.

After arm's-length negotiations, on October 17, 2014, the parties reached an agreement in principle to settle the Action and, through their respective counsel, executed a Memorandum of Understanding (the "MOU") memorializing the in-principle settlement on terms and conditions substantially similar to those set forth below and attached as an exhibit to the MOU were certain additional disclosures that were to be included in the definitive Schedule 14A Proxy Statement related to the Merger to be issued in advance of the stockholder vote on the Proposed Transaction (the "Supplemental Disclosures").

On October 20, 2014, Plaintiffs' Counsel informed the Court of the execution of the MOU and requested leave to present the Settlement for preliminary approval as soon as practicable following satisfactory completion of Confirmatory Discovery (defined below).

On October 20, 2014, Bally filed with the SEC the definitive Schedule 14A Proxy Statement (the "Definitive Proxy") containing, among other things, the Supplemental Disclosures.

On November 18, 2014, Bally stockholders voted to approve the Merger.

On November 21, 2014, the Merger was consummated.

Defendants provided to Plaintiffs reasonable confirmatory discovery as agreed by the parties to confirm the fairness, reasonableness and adequacy of the Settlement. Specifically, Defendants provided Plaintiffs over 18,400 pages of confidential documents and the depositions of Bally's chief financial officer, a non-management director of Bally and a managing director of Macquarie (collectively, the "Confirmatory Discovery").

After completion of Confirmatory Discovery, Plaintiffs' Counsel have concluded that the Settlement is fair, reasonable and adequate and is in the best interests of the Bally public stockholders, and that it is reasonable to pursue the Settlement based upon the terms and procedures outlined herein after having conducted reasonable Confirmatory Discovery.

All parties recognize the time and expense that would be incurred by further litigation and the uncertainties and risks inherent in such litigation and have concluded that the interests of the parties, including the stockholders of Bally, would best be served by a Settlement of the Action on the terms reflected in the Stipulation.

In connection with Settlement discussions and negotiations leading to the execution of the MOU that preceded the Stipulation, counsel for the parties to the Action did not discuss the appropriateness or amount of any application by Plaintiffs' Counsel for an award of attorneys' fees and expenses until the substantive terms of the Settlement on behalf of and for the benefit of the Class (defined below) were negotiated at arm's-length and agreed upon.

Defendants have denied, and continue to deny, that they have committed or aided and abetted the commission of any breach of fiduciary duty or any other law or engaged in any of the wrongful acts alleged in the Action, and expressly maintain that they diligently and scrupulously complied with their fiduciary and other legal duties, to the extent such duties exist, and entered into the Stipulation solely because the Settlement would eliminate the burden, expense and uncertainties inherent in further litigation.

Defendants further deny that any additional disclosure was required under any applicable rule, statute, regulation or law, including both federal and state law, or that the Supplemental Disclosures contained in the document attached as Exhibit A to the Stipulation were required to be disclosed under federal or state law.

Defendants, to avoid the costs, disruption and distraction of further litigation, and without admitting the validity of any allegations made in the Action, or any liability with respect thereto, have concluded that it is desirable that the claims against them be settled on the terms reflected in the Stipulation.

Plaintiffs' Counsel believe that Plaintiffs' claims have merit based upon the proceedings to date, but recognize that Defendants would continue to assert legal and factual defenses to their claims.

Plaintiffs' entry into the Settlement is not an admission as to the lack of any merit of any of the claims asserted in the Action.

III. REASONS FOR THE SETTLEMENT

Plaintiffs' Counsel believe that Plaintiffs' claims would be and have been best remedied by the Supplemental Disclosures that were contained in the Definitive Proxy filed by Bally with the SEC on October 20, 2014. In addition to the benefits provided by the Settlement to the Class, Plaintiffs' Counsel and Plaintiffs have considered: (i) the attendant risks of continued litigation and the uncertainty of the outcome of the Action; (ii) the probability of success on the merits and the allegations contained in the Action; (iii) the desirability of permitting the Settlement to be consummated according to its terms; and (iv) whether the terms and conditions of the Settlement are fair, reasonable and adequate, and that it is in the best interests of the Plaintiffs and members of the Class to settle the Action, as set forth below.

Plaintiffs' Counsel and Plaintiffs have determined that a settlement of the Action on the terms reflected in the Stipulation is fair, reasonable, adequate and in the best interests of Bally's stockholders and the members of the Class.

Defendants have vigorously denied, and continue to deny: (i) any wrongdoing or liability with respect to all claims, events and transactions complained of in the Action; (ii) that they engaged in any wrongdoing; (iii) that they committed any violation of law; (iv) that they breached or aided and abetted any breach of any fiduciary or disclosure duties; (v) that they acted improperly in any way; and (vi) any liability of any kind to Plaintiffs or the Class in the Action. Notwithstanding their denial of liability, in order to: (i) avoid the distraction, burden and expense of further litigation; (ii) dispose of potentially burdensome and protracted litigation; and (iii) finally put to rest and terminate the claims asserted in the Action, Defendants consider it desirable that the Action be settled and dismissed on the merits, with prejudice, and without costs to any party (except as set forth below).

IV. THE SETTLEMENT

In consideration for the settlement and dismissal with prejudice of the Action, and the releases provided herein, Bally included in the Definitive Proxy filed with the SEC on October 20, 2014, the Supplemental Disclosures that Plaintiffs and their counsel demanded in connection with their prosecution of the Action.

Without admitting any wrongdoing, Defendants acknowledge that the filing and prosecution of the Action and discussions with Plaintiffs' Counsel were the principal cause of their decision to make the Supplemental Disclosures in whole or in part. Defendants have denied and continue to deny committing, threatening, attempting to commit or aiding and abetting any violation of law or breach of any duty to Plaintiffs, Bally, Bally's stockholders or any other person or entity. Defendants are entering into the Settlement solely because it will eliminate the uncertainty, distraction, burden and expense of further litigation.

V. CLASS ACTION CERTIFICATION

The Court has conditionally ordered that, for settlement purposes only, the Action shall be maintained as a non-opt-out class action pursuant to Rules 23(a), (b)(1) and (b)(2) of the Nevada Rules of Civil Procedure on behalf of any and all record and beneficial holders of Bally common stock, their respective successors-in-interest, successors, predecessors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors and successors and assigns, who held shares of Bally common stock at any time between and including August 1, 2014 (the date the Merger Agreement was announced), and November 21, 2014 (the date the Merger was consummated), excluding Defendants and their immediate family members, any entity controlled by any of the Defendants and any successors in interest thereto (the "Class").

Inquiries or comments about the Settlement or conditional class certification may be directed to the attention of Plaintiffs' Counsel as follows:

Juan E. Monteverde
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369 Lexington Avenue, 10th FL
New York, NY 10017
Tel.: (212) 983-9330

Richard A. Acocelli
Michael A. Rogovin
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1500 Broadway, 16th Floor
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Tel.: (212) 682-3025

VI. SETTLEMENT HEARING

The Court has scheduled a Settlement Hearing that will be held on September 17, 2015 at 9:00 a.m., in the Eighth Judicial District Court in Clark County, Nevada at the Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada 89155, to:

- a. Determine whether the conditional class action certification herein should be made final;
- b. Determine whether the preliminary approval of the Settlement as set forth in the Stipulation as fair, reasonable, adequate and in the best interests of the Class should be made final;
- c. Determine whether an Order and Final Judgment should be entered pursuant to the Stipulation;
- d. Consider Plaintiffs' application for an award of attorneys' fees and expenses; and
- e. Rule on such other matters as the Court may deem appropriate.

The Court has reserved the right to adjourn the Settlement Hearing or any adjournment thereof, including consideration of the application for attorneys' fees, without further notice of any kind other than oral announcement at the Settlement Hearing or any adjournment thereof, and retained jurisdiction over this Action to consider all further applications arising out of or connected with the proposed Settlement.

The Court has also reserved the right to approve the Settlement at or after the Settlement Hearing with such modification(s) as may be consented to by the parties to the Stipulation and without further notice to the Class.

VII. RIGHT TO APPEAR AND OBJECT

Any member of the Class who objects to the Settlement, the Order and Final Judgment to be entered in the Action, and/or Plaintiffs' application for attorneys' fees and expenses, or who otherwise wishes to be heard, may appear in person or by counsel at the Settlement Hearing and present evidence or argument that may be proper and relevant; provided, however, that, except by order of the Court for good cause shown, no person shall be heard and no papers, briefs, pleadings or other documents submitted by any person shall be considered by the Court unless not later than ten (10) business days prior to the Settlement Hearing such person files with the Court and serves upon counsel listed below: (a) a written notice of intention to appear, identifying the name, address and telephone number of the objector and, if represented, his, her or its counsel; (b) proof of membership in the Class; (c) a statement of such person's objections to any matters before the Court; and (d) the grounds for such objections and the reasons that such person desires to appear and be heard, as well as all documents or writings such person desires the Court to consider. Such filings shall be served by hand or by overnight mail upon the following counsel:

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Unless the Court otherwise directs, no person shall be entitled to object to the approval of the Settlement, any judgment entered thereon, the adequacy of the representation of the Class by Plaintiffs and their counsel or any award of attorneys' fees and expenses, or otherwise be heard, except by serving and filing a written objection and supporting papers and documents as prescribed above. Any person who fails to object in the manner described above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in this or any other action or proceeding.

VIII. INTERIM INJUNCTION

Pending final determination of whether this Settlement should be approved, Plaintiffs and all members of the Class, and any of them are barred and enjoined from commencing, prosecuting, instigating or in any way participating in the commencement or prosecution of any action asserting any Settled Claims (defined below), either directly, representatively, derivatively or in any other capacity, against Defendants or any of the Released Persons (defined below).

IX. ORDER AND FINAL JUDGMENT OF THE COURT

If the Court determines that the Settlement, as provided for in the Stipulation, is fair, reasonable, adequate and in the best interests of the Class, the parties shall jointly request that the Court enter an Order and Final Judgment. The Order and Final Judgment shall, among other things:

- a. Certify the Action as a mandatory, non-opt-out class action pursuant to Rules 23(a), (b)(1) and (b)(2) of the Nevada Rules of Civil Procedure;
- b. Determine that the requirements of due process and the Nevada Rules of Civil Procedure have been satisfied in connection with the Notice;
- c. Certify Faruqi & Faruqi, LLP and WeissLaw LLP as Class counsel and Victoria A. Shaev, Mary Crescente, David Lewandoski, Barry Rosenfeld, Shiva Y. Stein and Sung Hahm as Class representatives;
- d. Approve the Settlement as fair, reasonable, adequate and in the best interests of the Class;
- e. Dismiss the Action with prejudice on the merits, as against any and all Defendants, without costs except as herein provided, and release Defendants and all other Released Persons (defined below) from the Settled Claims (defined below); and
- f. Determine any award of attorneys' fees and expenses to Plaintiffs' Counsel.

X. RELEASES

Under the terms of the Settlement, Plaintiffs, and any members of the Class, whether individual, direct, class, derivative, representative, legal, equitable or any other type or in any other capacity (collectively, the "Releasing Persons") shall be deemed to have, and by operation of the Order and Final Judgment approving this Settlement shall have, completely, fully, finally and forever compromised, settled, released, discharged, extinguished, relinquished and dismissed with prejudice any claims, demands, rights, actions, causes of action, liabilities, damages, losses, obligations, judgments, duties, suits, costs, expenses, matters and issues, known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent that have been or could have been asserted in any court, tribunal or proceeding (including but not limited to any claims arising under federal, state, foreign, statutory or common law, including the federal securities laws and any state disclosure law), by or on behalf of Plaintiffs or any member of the Class, whether individual, direct, class, derivative, representative, legal, equitable or any other type or in any other capacity against the Defendants or any of their families, parent entities, controlling persons, associates, affiliates or subsidiaries and each and all of their respective past or present officers, directors, stockholders, principals, representatives, employees, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, entities providing fairness opinions, advisors or agents, heirs, executors, trustees, general or limited partners or partnerships, limited liability companies, members, joint ventures, personal or legal representatives, estates, administrators, predecessors, successors or assigns (the "Released Persons"), whether or not each of the Released Persons was

named, served with process or appeared in the Actions, that the Releasing Persons ever had, now have or may have had by reason of, arising out of, relating to or in connection with the acts, events, facts, matters, transactions, occurrences, statements or representations, or any other matter whatsoever set forth in or otherwise related to the allegations in the Action, the complaints, the Consolidated Amended Complaint, the Merger Agreement or disclosures made in connection therewith (including the adequacy and completeness of such disclosures) (the "Settled Claims"); provided, however, that the Settled Claims exclude claims to enforce the Settlement.

Effective upon occurrence of Final Approval (as defined below), Defendants and all other parties to the Stipulation, as well as their successors and assigns, shall be deemed to have, and by operation of the Order and Final Judgment approving this Settlement shall have, completely, fully, finally, and forever settled, released, discharged and extinguished, completely, individually and collectively, Plaintiffs and their counsel from all claims, known and unknown, arising out of the institution, prosecution, settlement or resolution of the Action; provided, however, that Defendants and Released Persons shall retain the right to enforce in the Court the Settlement or the terms of the Stipulation.

The releases contemplated by the Stipulation shall extend to claims that the Releasing Persons do not know or suspect to exist at the time of the release, which, if known, might have affected their decision to enter into the release. The Settlement is intended to extinguish all Settled Claims and, consistent with such intention, upon Final Approval, the Releasing Persons shall be deemed to waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of any state, federal or foreign law or principle of common law that may have the effect of limiting the releases set forth above. The Releasing Persons shall be deemed to relinquish, to the extent applicable, and to the full extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code (or any similar, comparable or equivalent provision of any federal, state, or foreign law or principle of common law), which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Plaintiffs acknowledge, and the members of the Class by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the Settled Claims, but that it is the intention of Plaintiffs, and by operation of law the intention of the members of the Class, to completely, fully, finally and forever compromise, settle, release, discharge, extinguish and dismiss any and all Settled Claims, known or unknown, suspected or unsuspected, contingent or absolute, accrued or unaccrued, apparent or unapparent, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts.

The approval of the Settlement by the Court shall be considered final (the "Final Approval") upon the latest of: (i) the expiration of the time for the filing or noticing of an appeal, writ, petition or motion for reargument or rehearing from the Court's Order and Final Judgment approving the material terms of the Settlement without such appeal or motion having been made; (ii) the date of final affirmance of the Court's Order and Final Judgment on any appeal, reargument or rehearing; or (iii) the final dismissal of any appeal or writ proceeding.

XI. APPLICATION FOR ATTORNEYS' FEES AND EXPENSES

To date, Plaintiffs' Counsel have not received any payment for their services in prosecuting the Action, nor have Plaintiffs' Counsel been reimbursed for their out-of-pocket expenses. The fee requested by Plaintiffs would compensate their counsel for their efforts in achieving the benefits described herein and for their risk in undertaking this representation on a contingency basis, and would provide reimbursement for their out-of-pocket expenses in connection with this litigation. Defendants acknowledge that, as a result of the Supplemental Disclosures that formed the basis of the Settlement and by virtue of the conditions contained in the Settlement, in which Plaintiffs' Counsel played a material and substantial role, Bally's public stockholders received benefits in the form of additional disclosures. Plaintiffs shall apply to the Court for an award of attorneys' fees and expenses in an amount not to exceed \$450,000, to be paid, or caused to be paid, by Bally, its insurers or its successor(s)-in-interest (the "Fee Award"). Defendants agree not to oppose Plaintiffs' request for an award of attorneys' fees and expenses up to \$450,000, in full satisfaction of Plaintiffs' claim for attorneys' fees and expenses. Plaintiffs' Counsel warrant that no portion of such fees and expenses shall be paid to the Plaintiffs, or any other member of the Class, except as approved by the Court. The Court may consider and rule on the fairness, reasonableness and adequacy of the Settlement independently of any award of attorneys' fees and expenses. Plaintiffs will not seek attorneys' fees and expenses other than as provided for in this paragraph.

Except for the attorneys' fees and expenses referred to above and the costs of providing and administering this notice, Defendants will not be required to bear any other expenses, costs, damages or fees alleged or incurred by Plaintiffs, by any member of the Class, or by any of their attorneys, experts, advisors, agents or representatives. Defendants will have no responsibility for, and no liability with respect to, the allocation of fees or expenses among Plaintiffs' Counsel and/or any other person who may assert a claim to the Fee Award.

XII. NOTICE TO PERSONS OR ENTITIES HOLDING OWNERSHIP ON BEHALF OF OTHERS

Brokerage firms, banks and/or other persons or entities who held shares of the common stock of Bally from and including August 1, 2014, through and including November 21, 2014, for the benefit of others are directed promptly to send this Notice to all of their respective beneficial owners. If additional copies of the Notice are needed for forwarding to such beneficial owners, any requests for such copies may be made to:

In Re Bally Technologies, Inc. Stockholder Litigation
c/o GCG
P.O. Box 10187
Dublin, Ohio 43017-3187

XIII. SCOPE OF THIS NOTICE

This Notice is not all-inclusive. The references in this Notice to the pleadings in the Action, the Stipulation and other papers and proceedings are only summaries and do not purport to be comprehensive. For the full details of the Action, the claims and defenses that have been asserted by the parties and the terms and conditions of the Settlement, including a complete copy of the Stipulation, members of the Class are referred to the documents filed with the Court. You or your attorney may examine the Court files during regular business hours of each business day at the office of the Clerk in the Eighth Judicial District Court in Clark County, Nevada at the Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada 89155. Questions or comments may be directed to Plaintiffs' Counsel:

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PLEASE DO NOT WRITE OR CALL THE COURT.