

BALLY TECHNOLOGIES, INC.  
Form 8-K  
August 11, 2009

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT PURSUANT TO SECTION 13 OR 15(d) OF  
THE SECURITIES EXCHANGE ACT OF 1934**

**DATE OF REPORT (DATE OF EARLIEST EVENT REPORTED): August 10, 2009**

**BALLY TECHNOLOGIES, INC.**  
(Exact name of registrant as specified in its charter)

**Nevada**  
(State or other jurisdiction of  
incorporation)

**0-4281**  
(Commission File Number)

**88-0104066**  
(I.R.S. Employer  
Identification No.)

**6601 S. Bermuda Rd.**  
**Las Vegas, Nevada**  
(Address of principal executive  
offices)

**89119**  
(Zip Code)

Registrant's telephone number, including area code: **(702) 584-7700**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

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o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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**Item 5.02      Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On August 10, 2009, Bally Technologies, Inc. (the Company ) entered into a Sixth Amendment (the Amendment ) to the Employment Agreement by and between the Company and Richard Hadrill (the Hadrill Agreement ), the Company s Chief Executive Officer.

Pursuant to the Amendment, Mr. Hadrill will continue to receive his current base salary of \$998,000 through December 31, 2012. Additionally, Mr. Hadrill will be entitled to a lump sum cash payment of \$2,500,000 upon the first to occur of: (i) the achievement of certain strategic initiatives established by the Board of Directors on or before December 31, 2010, as determined by Board of Directors, in its sole discretion, or (ii) a Change of Control (as defined in the Hadrill Agreement) occurring on or before December 31, 2010. Further, subject to stockholder approval of the Bally Technologies, Inc. Executive Incentive Plan (the EIP ) at the 2009 Annual Meeting of Stockholders, Mr. Hadrill will be entitled to a cash bonus under the EIP, if earned, ranging in value from \$1,000,000 to \$3,500,000, based upon the Company s achievement of cumulative diluted EPS targets established by the Board of Directors with respect to the Company s combined fiscal year 2010-2011 period.

Pursuant to the Amendment, upon a Change of Control, Mr. Hadrill will become entitled to a payment of \$998,000 and, if such Change of Control occurs on or before December 31, 2010, he will become entitled to an additional payment equal to \$1,996,000. The Amendment further provides that if Mr. Hadrill is terminated for any reason other than for cause, he will receive the standard benefits the Company makes available to similarly situated senior executives, including but not limited to 401(k) Plan participation and medical and hospital disability benefits, through December 31, 2012.

The Amendment also provides that Mr. Hadrill will receive a grant of a number of restricted stock units having a value equal to \$1.5 million as of August 10, 2009, the date of grant, based on the average per share closing price of a share of Company common stock for the 20 business days immediately prior to the date of grant (the Restricted Stock Units ). Each grant will be made pursuant to the Company s Amended and Restated 2001 Long Term Incentive Plan, as amended.

Each Restricted Stock Unit represents Mr. Hadrill s right to receive one share of Company common stock upon the vesting thereof. The Restricted Stock Units shall vest in full on January 1, 2011, so long as Mr. Hadrill remains in continuous service with the Company through such date. If Mr. Hadrill s employment is terminated by the Company other than for cause or by Mr. Hadrill for Good Cause, the vesting of the Restricted Stock Units will accelerate in full as of the date of termination. In the event of a Change of Control, the Restricted Stock Units will become fully vested and exercisable effective immediately prior to such Change of Control. Except as set forth above, any unvested Restricted Stock Units at the time of a termination will terminate as of the date of such termination.

The foregoing summary is qualified in its entirety by reference to the complete text of the Amendment, a copy of which is filed herewith as Exhibit 10.1 and incorporated herein by reference.

**Item 9.01      Financial Statements and Exhibits.**

(d) Exhibits

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10.1 Form of Sixth Amendment to Hadrill Employment Agreement dated August 10, 2009, by and between the Company and Richard Hadrill.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

BALLY TECHNOLOGIES, INC.

By: /s/ Robert C. Caller  
Robert C. Caller  
Executive Vice President, Chief Financial Officer and  
Treasurer

Dated: August 10, 2009