

**STATE OF OHIO  
CASINO CONTROL COMMISSION**

IN THE MATTER OF:

Craig Baisley

&

Nudge-Time Amusements, Inc.

Skill-Based Amusement Machine  
Licensees.

Case Nos.      2021-SLIC-082  
                         2021-SLIC-083

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is entered into by and between Nudge-Time Amusements, Inc., Craig Baisley (“Licensees”), and the Ohio Casino Control Commission, (“Commission”). The Licensees and the Commission shall collectively be referred to as the “Parties.”

**WHEREAS**, the Commission is responsible for the administration and enforcement of R.C. Chapters 2915 and 3772 and the rules adopted thereunder, the provisions of which regulate skill-based amusement machines in the State of Ohio, including the licensing of key employees, vendors, operators, and locations;

**WHEREAS**, on February 17, 2021, the Parties executed a Settlement Agreement (“First Agreement”) to resolve pending administrative cases 2020-SLIC-106 and 2020-SLIC-107 in lieu of completing the administrative hearing process;

**WHEREAS**, as a result of the terms of the First Agreement, the Licensees were issued skill-based amusement machine licenses, subject to ongoing compliance with Chapters 2915 and 3772 of the Revised Code and the administrative rules adopted thereunder, as well as continued compliance with the terms of the First Agreement;

**WHEREAS**, the First Agreement mandates that the Licensees are to submit semi-annual financial statements to the Commission on June 1<sup>st</sup> and December 31<sup>st</sup> of each calendar year.

**WHEREAS**, the Licensees did not submit a financial report by June 1, 2021;

**WHEREAS**, the Commission, pursuant to its authority to regulate the conduct of skill-based amusement machines in this State, as well as its authority to enforce the provisions of the First Agreement, notified the licensees of its intent to revoke their licenses;

**WHEREAS**, the Licensees requested a hearing to refute the allegations against them. The initial hearing date was continued and has been rescheduled to allow the Parties to resolve the matter by this Agreement; and

**WHEREAS**, in lieu of the administrative hearing process, the Parties intend to resolve this matter in the manner set forth below.

**NOW, THEREFORE**, in consideration of the mutual promises contained and with intent to be legally bound, the Parties **AGREE** as follows:

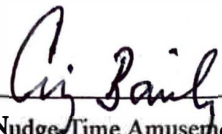
1. Licensees will immediately surrender their Type-C Skill-Based Amusement Machine Operator License, SCOP.21.000103, and Skill-Based Amusement Machine Key Employee License, SKEY.21.000468.
2. Licensees will be ineligible to apply for any licenses issued by the Commission until January 1, 2024.
3. Licensees further agree that they will not apply for any skill-based amusement machine licensure unless and until Licensees have a commercially reasonable belief that they will engage in skill-based amusement machine conduct in Ohio within six months of receiving a license, if granted.
4. Licensees will comply with all requirements of R.C. Chapters 2915 and 3772 and Ohio Adm.Code Agency 3772.
5. Any violation of R.C. Chapters 2915 or 3772, Ohio Adm.Code Agency 3772, or this Agreement is a basis for the Commission to initiate administrative action against the Licensees, including, but not limited to, denial of any subsequent application.
6. Pursuant to this Agreement, Commission Case Nos. 2021-SLIC-082 and 2021-SLIC-083 are **ADMINISTRATIVELY CLOSED**. Accordingly, the Commission makes no specific findings regarding the allegations described in the Notices of Opportunity of Hearing issued in those cases.
7. The Parties have read and understand this Agreement and have entered the same knowingly, voluntarily, and with the opportunity to gain advice of counsel.
8. This Agreement contains the entire agreement between the Parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter. The Agreement may be modified only by a further writing that is duly executed by the Parties.
9. This Agreement is governed by Ohio law and any claim or dispute arising from it will be adjudicated before the Commission or a court of competent jurisdiction in Franklin County, Ohio, as applicable.
10. This Agreement is entered into by the Parties and may be executed in counterparts or facsimiles, each of which will be deemed an original, but all of which will constitute one and the same instrument. This Agreement is effective upon the last signature of the Parties and will remain in effect until the Licensees submit a new application for licensure, in accordance with this Agreement.
11. This Agreement is binding upon the Parties and any and all successors, assigns, subsidiaries, agents, employees, or representatives of the Parties or any other affiliates.

12. The provisions of this Agreement are severable and independent; and if any provision is determined to be unenforceable, in whole or in part, the remaining provisions and any partially enforceable portion of the subject provision is nevertheless binding and enforceable.


*(Remainder of page intentionally left blank; signature page follows.)*

IN WITNESS WHEREOF, the Parties to this Agreement have either executed it or caused it to be executed by their duly authorized representatives.

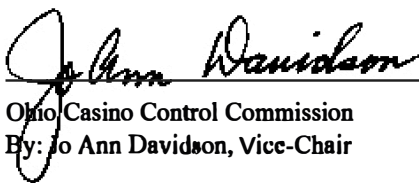
Accepted by:

  
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Nudge Time Amusements, Inc.  
By: Craig Baisley, President

Date 1/4/2022

  
\_\_\_\_\_  
Craig Baisley, Individual Capacity

Date 1/4/2022

  
\_\_\_\_\_  
Ohio Casino Control Commission  
By: Jo Ann Davidson, Vice-Chair

Date 1/19/2022