IN THE MATTER OF:

Albring Music & Games, Co.

&

Robert Albring,

Skill-Based Amusement Machine License Applicants.

Case Nos. 2020-SLIC-249

2020-SLIC-250

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into by and between Albring Music & Games, Co., Robert Albring (collectively, "Applicants"), and the Ohio Casino Control Commission, ("Commission"). The Applicants and the Commission are collectively 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 July 19, 2018, Albring Music & Games, Co. applied for a Type-C Skill-Based Amusement Machine Operator License. On February 21, 2019, Robert Albring applied for a Skill-Based Amusement Machine Key Employee License. On December 28, 2020, the Commission, pursuant to its authority to regulate the licensing and conducting of skill-based amusement machines in this State, notified the Applicants of its intent to deny their applications based on a preliminary determination that they had failed to establish their suitability by clear and convincing evidence;

WHEREAS, the Applicants requested a hearing to further substantiate their suitability for licensure. Due to COVID-19 concerns, the initial hearing date was postponed and has since been rescheduled to allow the Parties to resolve the matter by this Agreement; and

WHEREAS, in lieu of completing 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) Applicants agree to withdraw their submitted Type-C Skill-Based Amusement Machine Operator License Application and Skill-Based Amusement Machine Key Employee License Application. Applicants further acknowledge that no refund will be issued for any paid application fees for these applications.

2) Applicants will submit or cause to be submitted to the Commission, within 30 calendar days from the execution of this Agreement, a Type-B Skill-Based Amusement Machine Operator License Application.

Page 2 of 2
License Application and a Skill-Based Amusement Machine Key Employee License Application, including all applicable application fees.

3) Applicants agree that they will provide or cause to be provided to the Commission accurate, complete, and truthful information in response to all questions asked in the applications as well as Commission staff inquiries.

4) Applicants agree to provide a written narrative, no later than 30 calendar days from the execution of this Agreement, explaining the circumstances surrounding:

A) The Applicants’ prior involvement with skill-based amusement machine gaming or electronic gaming, including the 1994 and 2010 offenses described in the applicable Notices of Opportunity for Hearing; and

B) The purported “sale” of Albring Vending Company, Applicant’s involvement with Albring Vending Company at the time of the 2010 offense described in the Notices of Opportunity for Hearing, and why statements concerning the purported “sale” of that business were not false, misleading, or a mischaracterization of facts.

5) Applicants agree to consult with their own legal counsel to ensure that all applications and written narratives submitted to the Commission pursuant to this Agreement are accurate and complete prior to submission to the Commission.

6) Applicants acknowledge that the Commission will conduct suitability investigations of all applications submitted pursuant to this Agreement and that the Applicants’ or their affiliate’s failure to establish their suitability for licensure by clear and convincing evidence may result in administrative action by the Commission, including the denial of the submitted application(s).

7) Applicants agree to immediately cease operating any Type-C Skill-Based Amusement Machines in Ohio upon the effective date of this Agreement. Applicants acknowledge their obligation to remove or make inoperable any Type-C Skill Based Amusement Machine at any location in Ohio and to inform any location where the games are placed that they may not be operated any longer.

8) Applicants are under a duty to update any and all information that they are required to provide to the Commission pursuant to the provisions of R.C. Chapters 2915 and 3772 and Ohio Adm.Code Agency 3772, which must be submitted in writing within ten calendar days of the change or occurrence warranting the update.

9) Neither the Applicants themselves nor any of their skill-based amusement machines or game-related technology, employees, agents, manufacturers, suppliers, distributors, or other associates or affiliates will pay out cash of any amount or any other prohibited prize, as described in R.C. Chapters 2915 and 3772 and Ohio Adm.Code Chapter 3772-50, as a result of or for playing, operating, or otherwise activating or interacting with the Applicants’ or their affiliates skill-based amusement machines or game-related technology.

10) Applicants will comply with the provisions of Ohio Adm.Code 3772-50-15 and will neither depict any skill-based amusement machine or game-related technology not listed in the
Commission’s database described under Ohio Adm.Code 3772-50-25(I) nor any prohibited prize, including cash.

11) Applicants will comply with all requirements of R.C. Chapters 2915 and 3772 and Ohio Adm.Code Agency 3772.

12) Applicants will immediately suspend, with or without further order of the Commission, all skill-based amusement machine activities in Ohio upon receipt of a Notice of Opportunity for Hearing or a Notice of Violation alleging, in whole or in part, violation of this Agreement until the Commission reaches a final determination regarding the violation.

13) 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 Applicants, including, but not limited to, suspension or revocation of the license issued pursuant to Paragraph 1, imposition of a fine or penalty, or denial of any subsequent application.

14) Pursuant to this Agreement, Commission Case Nos. 2020-SLIC-249 and 2020-SLIC-250 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.

15) The Parties have read and understand this Agreement and have entered the same knowingly, voluntarily, and with the opportunity to gain advice of counsel.

16) 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.

17) 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.

18) This Agreement is governed by Ohio law. And any claim or dispute arising from it will be adjudicated before the Commission, consistent with Paragraphs 13 and 14, or a court of competent jurisdiction in Franklin County, Ohio, as applicable.

19) 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 Applicants’ initial licenses are renewed or are no longer active, whichever occurs first.

20) 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.

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:

Robert Albring, Individual Capacity

Albring Music & Games, Co.
By: Robert Albring, Authorized Representative

Date

9-15-2021

Date

9-15-21

Date

October 30, 2021

Ohio Casino Control Commission
By: June E. Taylor, Chair

Date