

**STATE OF OHIO  
CASINO CONTROL COMMISSION**

IN THE MATTER OF:

Freeway Lanes Bowling Group, LLC

&

Glenn Gable,

Skill-Based Amusement Machine  
License Applicants.

Case Nos.     2020-SLIC-139  
                  2020-SLIC-140

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is entered into by and between Freeway Lanes Bowling Group, LLC, Glenn Gable (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 August 24, 2018, Freeway Lanes Bowling Group applied for a Type-C Skill-Based Amusement Machine Operator License. On September 26, 2018, Glenn Gable applied for a Skill-Based Amusement Machine Key Employee License. On October 15, 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. A hearing was held, pursuant to the requirements in R.C. Chapter 119, on December 3, 2020. On January 8, 2021, all remaining proceedings have been stayed 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, the following license applications, including all applicable application fees:
  - a) A Type-C Skill-Based Amusement Machine Operator License Application for BEG, LLC;
  - b) A Type-C Skill-Based Amusement Machine Operator License Application for Freeway Lanes Bowling Group;
  - c) A Type-C Skill-Based Amusement Machine Location License Application for Strike Entertainment, LLC;
  - d) A Skill-Based Amusement Machine Key Employee License Application for Glenn Gable;
  - e) A Skill-Based Amusement Machine Key Employee License Application for Michael Irwin; and
  - f) A Skill-Based Amusement Machine Key Employee License Application for Jerome Fertel.
- 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 consult with their own legal counsel to ensure that all applications submitted to the Commission pursuant to this Agreement are accurate and complete prior to submission to the Commission.
- 5) Applicants agree to pay any required application fees no later than 30 calendar days from the execution of this Agreement.
- 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 acknowledge that Freeway Lanes Bowling Group did not submit a registration pursuant to Ohio Adm.Code 3772-50-09 and was operating skill-based amusement machines prior to and after August 21, 2018. Accordingly, Freeway Lanes Bowling Group should have submitted a registration in order to continue to operate skill-based amusement machines after August 21, 2018. Freeway Lanes Bowling Group agrees to submit its required registration fee of \$200 to the Commission no later than 30 days following the execution of this Agreement.
- 8) Applicants acknowledge that BEG did not submit a registration pursuant to Ohio Adm.Code 3772-50-09 and was operating skill-based amusement machines prior to and after August 21, 2018, at three locations in Ohio. Accordingly, BEG should have submitted a registration in order to continue to operate skill-based amusement machines after August 21, 2018.

Applicants agree to cause BEG, LLC to submit its required registration fee of \$600 to the Commission no later than 30 days following the execution of this Agreement.

- 9) 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.
- 10) 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.
- 11) 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.
- 12) Applicants will comply with all requirements of R.C. Chapters 2915 and 3772 and Ohio Adm.Code Agency 3772.
- 13) 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 the this Agreement until the Commission reaches a final determination regarding the violation.
- 14) 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.
- 15) Pursuant to this Agreement, Commission Case Nos. 2020-SLIC-139 and 2020-SLIC-140 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.
- 16) The Parties have read and understand this Agreement and have entered the same knowingly, voluntarily, and with the opportunity to gain advice of counsel.
- 17) 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.
- 18) 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.

- 19) 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.
- 20) 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.
- 21) 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:

Glenn F. Gable CEO  
Freeway Lanes Bowling Group, LLC  
By: Glenn Gable, Authorized Representative

2/23/21  
Date

Glenn F. Gable  
Glenn Gable, Individual Capacity

2/23/21  
Date

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

3/17/2021  
Date