



# DAVE YOST

OHIO ATTORNEY GENERAL

Charitable Law Section  
Office 614-466-3181  
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## SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT is made by and between Fraternal Order of the Eagles Post #2322 (“Eagles #2322”), located at 658 Lime City Road, Rossford, Ohio 43460, and the Attorney General of Ohio (“Attorney General”), for the purpose of resolving issues regarding Eagles #2322 charitable bingo operations. Together, the Attorney General and Eagles #2322 are referred to hereinafter as “the parties.”

1. The Attorney General is responsible for the administration and enforcement of charitable bingo licensure under Ohio Revised Code Chapter 2915 (“ORC 2915.01 *et seq.*”), and the Ohio Administrative Code rules adopted thereunder, which regulate the conduct of charitable bingo in the state of Ohio.
2. The Attorney General is responsible for the administration and enforcement of the Charitable Organizations Act in Ohio Revised Code Chapter 1716 (“ORC 1716.01 *et seq.*”), and the Ohio Administrative Code rules adopted thereunder, which requires, among other things, that every charitable organization, unless exempt, who intends to solicit contributions in this state by any means or have contributions solicited in this state on its behalf by any person or entity, prior to engaging in any solicitation, shall file a registration statement and other documentation with the Attorney General.
3. The Attorney General is responsible for the administration and enforcement of the Ohio Charitable Trust Act in Ohio Revised Code Chapter 109 (“ORC 109.23-.33”), and the Ohio Administrative Code rules adopted thereunder, and, in particular, ORC 109.24, which reads, “[t]he Attorney General shall institute and prosecute a proper action to enforce the performance of any charitable trust and to restrain the abuse of it.”
4. Eagles #2322 is a 501(c)(19) tax exempt organization with the Internal Revenue Service (“IRS”) with EIN 34-0367450. Eagles #2322 is registered with the Attorney General as required under ORC Chapters 1716 and 109.
5. On or about March 7, 2023, Eagles #2322 submitted its 2023 bingo license renewal application to conduct Type III (instant bingo) and was issued a 2023 Charitable Bingo Temporary Permit on March 10, 2023, authorizing Eagles #2322 to conduct paper and electronic instant bingo other than at a bingo session.

NOW THEREFORE, in consideration of the mutual promises herein expressed, and with intent to be legally bound, the parties agree as follows:

- A. Eagles #2322 owes and shall pay \$44,488.45 (forty-four thousand four-hundred and eighty-eight dollars and forty-five cents) to its Contracted Charity as defined in Paragraph B, below. Eagles #2322 shall pay the amount due via check in one lump sum

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to the Contracted Charity within 30 days of execution of this SETTLEMENT AGREEMENT.

- B. The payments under Paragraph A shall be made directly to Eagles #2322's Contracted Charity. For purposes of this SETTLEMENT AGREEMENT, "Contracted Charity" refers to any organization that is described in subsection 509(a)(1), 509(a)(2), or 509(a)(3) of the Internal Revenue Code and is either a governmental unit or an organization that is tax exempt under subsection 501(a) and described in subsection 501(c)(3) of the Internal Revenue Code or to a department or agency of the federal government, the state, or any political subdivision.
- C. Eagles #2322 shall pay the Attorney General \$2,500 (two thousand five hundred dollars) upon execution of this agreement. These funds will be deposited into the charitable law fund established under ORC 109.32.

Payment shall be made by check, cashier's check or money order payable to Treasurer, State of Ohio and mailed to:

Ohio Attorney General  
Finance Department – CL  
30 E. Broad St., 25<sup>th</sup> Floor  
Columbus, Ohio 43215  
RE: SMAC Settlement/Charitable Law

Eagles #2322 shall send a copy of the check made pursuant to Paragraph A of this SETTLEMENT AGREEMENT to [CharitableBingo@OhioAGO.gov](mailto:CharitableBingo@OhioAGO.gov) within 10 (ten) days of making the payment.

- D. If Eagles #2322 fails to comply with the payment requirements above, the Attorney General shall certify the unpaid balance of the payment to the Ohio Attorney General's Collections Enforcement Section ("Collections") for collection. In the event of certification, Eagles #2322 agrees to pay additional collection costs assessed by Collections in accordance with Ohio Revised Code Section 131.02(A) equal to the amounts charged pursuant to Ohio Revised Code Sections 109.08 and 109.081 for the cost of certification and the use of Special Counsel for the collection of the debt. Interest shall also be charged upon certification in accordance with Ohio Revised Code Section 131.02(D). Nothing in this paragraph should be construed to limit the Attorney General's discretion to pursue any other available remedy.
- E. Eagles #2322 agrees that all money used to fulfill the terms of this SETTLEMENT AGREEMENT shall come exclusively from Eagles #2322's general operating account. Money collected under Paragraph A above will be allocated as charitable distributions for bingo fiscal years 2020, 2021, and 2022 only.
- F. Eagles #2322 agrees that the payment obligation under Paragraph A is separate from and in addition to its obligation to make all current bingo fiscal year charitable distributions and agrees that, until it has paid off the distribution shortages noted in

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Paragraph A, it will make will make all current bingo fiscal year charitable distributions required under Ohio law and its contract(s) on a quarterly basis.

- G. Eagles #2322 agrees that if it fails to comply with requirements in Paragraphs A through D above, it will surrender its Charitable Bingo License and/or Charitable Bingo Temporary Permit to the Attorney General as well as request, in writing, the withdrawal of any Charitable Bingo License Applications it has pending or refrain from initiating an application for the current year.
- H. Eagles #2322 agrees that in the event that the conditions contained in Paragraph G above result in Eagles #2322 not having a current bingo license, Eagles #2322 shall not make application for a Charitable Bingo License until Eagles #2322 has satisfied all charitable distribution requirements both under this SETTLEMENT AGREEMENT, under its contracts with any charities, and as required by Ohio law.
- I. Eagles #2322 agrees that fulfilling the terms of this SETTLEMENT AGREEMENT in no way negates its current contractual obligations to its Contracted Charity or their successor(s).
- J. Eagles #2322 agrees to comply with all state and federal laws relating to charitable gaming, and to fully cooperate with all state and federal authorities conducting investigations of Eagles #2322 charitable gaming operations.
- K. Eagles #2322 agrees to comply with the requirements of ORC 2915.01 *et seq.*, and any Ohio Administrative Code rules adopted thereunder.
- L. Eagles #2322 agrees to comply with the requirements of ORC 1716.01 *et seq.*, and any Ohio Administrative Code rules adopted thereunder.
- M. Eagles #2322 agrees to comply with the requirements of ORC 109.23-.33, and any Ohio Administrative Code rules adopted thereunder.
- N. Eagles #2322 agrees that if it fails to comply with the terms of this SETTLEMENT AGREEMENT, it may be subject to additional restrictions and probationary terms under ORC 2915.01 *et seq.*
- O. The Attorney General will not consider the facts stated above when issuing charitable bingo licenses to Eagles #2322 in the future unless Eagles #2322 fails to comply with any provision of this SETTLEMENT AGREEMENT. In that event, the Attorney General may consider the facts giving rise to this SETTLEMENT AGREEMENT when determining whether to issue or deny future bingo licenses to Eagles #2322 and may move to revoke, suspend, deny, place limitations or probationary terms on Eagles #2322's Charitable Bingo License or application based on those facts. In addition, upon execution of this SETTLEMENT AGREEMENT, the Attorney General will issue Eagles #2322's 2023 bingo license.

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- P. Eagles #2322 agrees that any evidence of a violation of this SETTLEMENT AGREEMENT shall be *prima facie* evidence of Eagle's #2322's violation of the applicable laws related to charitable gaming, ORC 2915.01 *et seq.*, ORC 1716.01 *et seq.*, ORC 109.23-.33, or any Ohio Administrative Code rules adopted thereunder, in any subsequent action or proceeding brought by the Attorney General.
- Q. This SETTLEMENT AGREEMENT is binding upon the parties, any and all successors, assigns, subsidiaries, agents, employees, or representatives of the parties or any other affiliates. Any breach of this SETTLEMENT AGREEMENT by Eagles #2322 will discharge the Attorney General from any obligations under the terms of this SETTLEMENT AGREEMENT, but will not discharge Eagles #2322 from any obligation it has under this SETTLEMENT AGREEMENT.
- R. By signing this SETTLEMENT AGREEMENT, the Attorney General is not waiving any rights he has to conduct further investigations of Eagles #2322 and to initiate an action against Eagles #2322 for further violations of ORC 2915.01 *et seq.*, ORC 1716.01 *et seq.*, ORC 109.23-.33, or any Ohio Administrative Code rules adopted thereunder.
- S. This SETTLEMENT AGREEMENT may be modified in writing by the parties. Modifications are at the sole discretion of the Attorney General.
- T. The parties have read and understand this SETTLEMENT AGREEMENT and have entered into the same knowingly, voluntarily, and with the opportunity to gain advice of counsel.
- U. This SETTLEMENT AGREEMENT supersedes any and all prior agreements between the Parties.
- V. This SETTLEMENT AGREEMENT is entered into by both parties and may be executed in counterparts or facsimiles, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. It shall be considered binding and effective upon the date of the last signature of all requisite parties and individuals.

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The parties to this SETTLEMENT AGREEMENT have either executed it or caused it to be executed by their duly authorized representatives as evidenced by the signatures below:

Eagles #2322

  
\_\_\_\_\_

12/14/2023

Date

By: DAVE LETTMANN (Print Name)

Its: WORTH PRESIDENT (Organizational Title)

  
\_\_\_\_\_

12/14/2023

Date

By: JEFFREY RODRIGUEZ (Print Name)

Its: SECRETARY (Organizational Title)

**OHIO ATTORNEY GENERAL DAVE YOST**

By:   
\_\_\_\_\_ 12/15/23

Daniel W. Fausey  
Section Chief, Charitable Law Section

Date