ANDY WILSON
OHIO ATTORNEY GENERAL

Charitable Law Section
30 East Broad Street, 25th Floor
Columbus, Ohio 43215
Office 614-466-3181
Fax 614-466-9788

SETTLEMENT AGREEMENT

A. This SETTLEMENT AGREEMENT is made by and between the Marion County Athletic Booster Association ("Association"), located at 363 Durfee Drive, Marion, Ohio 43302 and the Ohio Attorney General ("Attorney General") for the purpose of resolving issues regarding the Association's charitable bingo operations. Together, the Attorney General and the Association are referred to hereinafter as "the Parties." For purposes of this Settlement Agreement, specific terms contained herein shall have the same meaning as defined and set forth in the provisions of Chapter 2915 of the Revised Code and Agency 109:1 of the Administrative Code.

The Parties recognize and acknowledge that:

1. The Attorney General is responsible for the administration and enforcement of Ohio Revised Code (O.R.C.) Chapter 2915 ("Chapter 2915"), and the administrative rules adopted thereunder, which regulate the conduct of charitable bingo in the State of Ohio.

2. Pursuant to Revised Code Section 2915.08, the Attorney General has authority to refuse to grant a bingo license to a charitable organization, may revoke or suspend a charitable organization's license, or may place limits, restrictions, or probationary conditions on the charitable organization's license for a limited or indefinite period.

3. Pursuant to Revised Code Section 2915.02(J), the Attorney General has authority to take any necessary and reasonable action to determine a violation of Chapter 2915, including requesting documents and information, performing inspections of premises, or requiring the attendance of any person at an examination under oath.

4. Pursuant to Revised Code Section 109.24, the Attorney General may investigate transactions and relationships of trustees of a charitable trust for the purpose of determining whether the property held for charitable or educational purposes has been and is being properly administered in accordance with fiduciary principles as established by the courts and statutes of this state. Additionally, the Attorney General has authority to institute and prosecute a proper action to enforce the performance of any charitable trust, and to restrain the abuse of it and such authority includes, but is not limited to, having authority to settle an action when considered advisable.

5. On February 4, 2026, the Association submitted an application for a Type I Bingo License for it to conduct the type of bingo defined in Revised Code Section 2915.01(O)(1) ("traditional bingo").

6. The Association identified the address of "191 Barks R[oa]d W, Marion, OH 43302" as the location where it intended to conduct traditional bingo.

7. On March 3, 2026, the Attorney General's Office issued to the Association a Type I Bingo License for it to conduct traditional bingo at 191 Barks Road W, Marion, Ohio 43302 only on the following limited dates and times:

Day	Type I	
	Start Time	End Time
Tuesday, 3/24/2026	4:00 PM	9:00 PM
Tuesday, 6/16/2026	4:00 PM	9:00 PM
Tuesday, 10/13/2026	4:00 PM	9:00 PM
Tuesday, 11/17/2026	4:00 PM	9:00 PM
Tuesday, 12/15/2026	4:00 PM	9:00 PM

8. 191 Barks Road W, Marion, Ohio 43302 is the address where Cooper's Bowl is located. No other charitable organization uses or has identified that address as a location where it conducts bingo.

9. Cooper's Bowl is registered with the Ohio Secretary of State's Office as a corporation for-profit. It is not registered with the Ohio Attorney General's Office as a charitable organization and does not have a bingo license issued by that office pursuant to Revised Code Section 2915.08.

10. Cooper's Bowl advertised bingo to occur, and conducted bingo, at its location on dates and times for which no license had been issued to a charitable organization. Cooper's Bowl, therefore, conducted unlicensed bingo separate and apart from bingo authorized under the Association's license.

11. Cooper's Bowl provided bingo game operators, concessions or concession operators, and/or other types of services during the Association's bingo sessions.

B. Based on the foregoing, the Attorney General's Office issued to the Marion County Athletic Booster Association a Notice of Intent ("NOI") to revoke or suspend the Association's Type I Bingo License based on the following reasons:

1. Revised Code Section 2915.07 prohibits any "person, except a charitable organization that has obtained a license pursuant to section 2915.08 of the Revised Code," from conducting or advertising bingo. In violation of this provision, Cooper's Bowl advertised Type I bingo sessions on its Facebook page.

2. Revised Code Sections 2915.09(B)(1) & (C)(9) prohibits the lessor of premises where a charitable organization conducts Type I bingo from providing the charitable organization "bingo game operators, security personnel, concessions or concession operators, bingo supplies, or any other type of service." In violation of these provisions, the Association allowed Cooper's Bowl to provide bingo game operators, concessions or concession operators, and/or other types of service during its Type I bingo sessions.

3. Revised Code Section 2915.08(F)(2)(e) authorizes the Attorney General to deny a bingo license if it "has good cause to believe that the organization will not conduct bingo in accordance with sections 2915.07 to 2915.15 of the Revised Code or with any rule adopted by the attorney general pursuant to this chapter." In view of the foregoing circumstances, the Attorney General has good cause to believe that the Association will not conduct bingo in accordance with Revised Code Sections 2915.07 to 2915.15 or with any rule it has adopted.

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

1. The Association agrees that it will not allow any person, other than itself, to conduct or advertise its bingo sessions.

2. The Association agrees that it will be the sole provider of bingo game operators, security personnel, concessions or concession operators, bingo supplies, and any other type of service, including, but not limited to, food and beverages to bingo participants during its Type I bingo sessions.

3. The Association agrees that it shall not permit the lessor of the premises on which it conducts traditional bingo sessions, if the lessor is not a charitable organization, to provide the charitable organization with bingo game operators, security personnel, concessions, bingo supplies, or any other type of service.

4. The Association agrees that it will not conduct any type of bingo at a location, other than that of another charitable organization licensed to conduct bingo pursuant to Revised Code Section 2915.08, that advertises bingo.

5. The Association agrees that it will not allow any bingo game operator to receive or accept, any commission, wage, salary, reward, tip, donation, gratuity, or other form of compensation, directly or indirectly, regardless of the source, for conducting bingo or providing other work or labor at the site of bingo during a bingo session.

6. The Association 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 the Association's charitable gaming operations.

7. The Association agrees to comply with the requirements of Revised Code Chapter 2915 and any rules adopted thereunder.

8. The Association agrees to comply with the requirements of Revised Code Chapter 1716 (the Ohio Charitable Organizations Act), and any rules adopted thereunder.

9. The Association agrees to comply with the requirements of Revised Code Sections 109.23 *et. seq.* (the Charitable Trust Act), and any rules adopted thereunder.

10. The Association agrees that if it fails to comply with the requirements in Paragraphs 1 through 9 above, such actions could result in revocation or rejection of its license or the Attorney General pursuing other corrective action as provided in Revised Code Chapters 109, 1716 and 2915 or the rules adopted thereunder.

11. The Attorney General has sole authority to determine whether the Association has fully complied with this Settlement Agreement. Should the Attorney General determine that the Association has failed to comply with this Settlement Agreement, the Association and shall be subject to the penalties included in Revised Code Chapter 2915 and any rules adopted thereunder.

12. The Attorney General will not consider the facts giving rise to this agreement when issuing charitable bingo licenses to the Association in the future unless the Association 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 the Association and may revoke, suspend, deny, place limitations or probationary terms on the Association's Charitable Bingo License or application based on those facts.

13. The Association agrees that any evidence of a violation of this Settlement Agreement shall be *prima facie* evidence of the Association's violation of the applicable laws related to charitable gaming, Revised Code Chapters 109, 1716 or 2915, or any administrative rule adopted thereunder, in any subsequent action or proceeding brought by the Attorney General.

14. 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 the Association will discharge the Attorney General from any obligations under the terms of this Settlement Agreement, but will not discharge the Association from any obligation it has under this Settlement Agreement.

15. By signing this Settlement Agreement, the Attorney General's Office is not waiving any rights it has to conduct further investigations of the Association and to initiate an action against the Association for further violations of Revised Code Chapters 109, 1716 or 2915, or any administrative rule adopted thereunder.

16. This Settlement Agreement may be modified in writing by the parties. Modifications are at the sole discretion of the Attorney General.

17. 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.

18. This Settlement Agreement supersedes any and all prior agreements between the Parties with respect only to the matters described herein and shall not affect any prior Settlement Agreement except as set forth herein; and

19. 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.

20. 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:

Marion County Athletic Booster Association

Jacob Hartman — 10/20/2026

By: Jacob Hartman (Print Name) — Date

Its: President (Organizational Title)

OHIO ATTORNEY GENERAL ANDY WILSON

By: _____ — 10/21/26

Daniel W. Fausey — Date

Charitable Law Section Chief