ANDY WILSON
OHIO ATTORNEY GENERAL

Charitable Law Section
Office 614-466-3181
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SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT is made by and between Paridise, Inc. ("Paridise"), located at 1710 Front St., Cuyahoga Falls, OH 44221 and the Attorney General of Ohio ("Attorney General"), for the purpose of resolving issues regarding Paridise's charitable bingo operations. Together, the Attorney General and Paridise are referred to hereinafter as "the parties."

1. The Attorney General is responsible for the administration and enforcement of Ohio Revised Code Chapter 2915 ("ORC Chapter 2915"), 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 enforcement of Ohio Revised Code Chapter 1716 ("ORC Chapter 1716."), 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 enforcement of Ohio Revised Code Section 109.23-33 ("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. The Attorney General has authority to refuse to grant a bingo license to an organization, may revoke or suspend the organization's license, or may place limits, restrictions, or probationary conditions on the organization's license for a limited or indefinite period.

5. Paridise is, and has been at all relevant times, a 501(c)(3) tax exempt organization with the Internal Revenue Service ("IRS"). Paridise is, and has been at all relevant times, registered with the Attorney General as required under ORC Chapters 1716 and ORC 109.23-33.

6. At all relevant times, Paridise was licensed to conduct Types I, II, and III bingo under bingo license number 0009-42.

7. The Attorney General caused an investigation to be conducted by the Charitable Law Section into Paridise's charitable trust activities, including but not limited to the conduct of bingo.

8. The Attorney General's findings, as outlined below, are the basis upon which this SETTLEMENT AGREEMENT has been negotiated.

   a) Paridise paid compensation to one or more bingo game operators for operating a bingo session that was conducted by Paridise.

   b) Paridise paid fees to a person or persons for services performed in relation to a Type II instant bingo game.

   c) Paridise permitted a person whom Paridise knew, or should have known, had been convicted of a felony to be a bingo game operator.

   d) Paridise made an incorrect or false statement that was material to the granting of a bingo license in its bingo license application.

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

A. Paridise agrees to pay the Attorney General's Office a Civil Penalty of $35,000 (thirty-five thousand dollars) (the "Civil Penalty Amount") upon execution of this SETTLEMENT AGREEMENT.

B. Paridise agrees that the Civil Penalty Amount shall be paid from its general operating account by check, cashier's check, money order, or wire transfer (for wire transfer please contact CharitableFundsAccounting@OhioAGO.gov), payable to "**Treasurer of the State of Ohio**" as Custodian for the Ohio Attorney General and mailed to:

   Ohio Attorney General
   Charitable Law Section
   30 East Broad Street, 25th Floor
   Columbus, Ohio 43215
   RE: Paridise Inc.

   Civil Penalty amounts shall be deposited in accordance with R.C. 109.112 into the AGO Court Order and Settlement Fund for transfer, upon the Attorney General's request, to the Charitable Law Fund established under R.C. 109.32;

C. If Paridise 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, Paridise 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;

D. Upon and following the execution of this SETTLEMENT AGREEMENT, Paridise agrees that John Youngson, Debraann Smegelsky, and Christopher Hendon will not be permitted to serve as volunteers, officers, trustees, employees, representatives, agents, or professional solicitors, or bingo game operators for Paridise. The terms "professional solicitor" and "bingo game operator" are defined as in ORC Chapter 1716 and ORC Chapter 2915, respectively.

E. Within 30 days following the execution of this SETTLEMENT AGREEMENT, Paridise agrees to review its most recent bingo application and verify that all information on the bingo application is accurate. Paridise will provide confirmation this review occurred via email to CharitableBingo@OhioAGO.gov.

F. Within 60 days following the execution of this SETTLEMENT AGREEMENT, Paridise agrees that all individuals identified on the application as verified in Paragraph E above as the principal person of the charitable organization, officers, or trustees shall complete the Attorney General's Charitable University. Charitable University is a webinar offered at: https://charitable.ohioago.gov/Charitable-University. If individuals required to complete this requirement have already completed Charitable University within six (6) months prior to this SETTLEMENT AGREEMENT, they will not be required to participate again, provided they can supply proof of attendance.

G. Following the execution of this SETTLEMENT AGREEMENT, Paridise agrees to run background checks on all board members as well as any bingo volunteers. Paridise will also craft and adopt a policy requiring background checks on all future board members and bingo volunteers. Paridise will use a commercially available background check provider to conduct all background checks.

H. Paridise agrees that if it fails to comply with requirements in Paragraph A through F above, it will surrender its Charitable Bingo License and/or Charitable Bingo Temporary License 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 next bingo license year;

I. Paridise 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 Paridise's charitable gaming operations;

J. Paridise agrees to comply with the requirements of ORC Chapter 2915, and any Ohio Administrative Code rules adopted thereunder;

K. Paridise agrees to comply with the requirements of ORC Chapter 1716 (the Ohio Charitable Organizations Act), and any Ohio Administrative Code rules adopted thereunder;

L. Paridise agrees to comply with the requirements of ORC 109.23-109.33 (the Charitable Trust Act), and any Ohio Administrative Code rules adopted thereunder;

M. Paridise agrees that any evidence of a reckless violation of this SETTLEMENT AGREEMENT shall be *prima facie* evidence of Paridise's violation of the applicable laws related to charitable gaming, ORC Chapter 2915, ORC Chapter 1716, ORC 109.23-109.33, or any Ohio Administrative Code rules adopted thereunder, in any subsequent action or proceeding brought by the Attorney General;

N. 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 Paridise will discharge the Attorney General from any obligations under the terms of this SETTLEMENT AGREEMENT, but will not discharge Paridise from any obligation it has under this SETTLEMENT AGREEMENT;

O. By signing this SETTLEMENT AGREEMENT, the Attorney General is not waiving any rights he has to conduct further investigations of Paridise and to initiate an action against Paridise for further violations of ORC Chapter 2915, ORC Chapter 1716, ORC 109.23-33, or any Ohio Administrative Code rules adopted thereunder;

P. This SETTLEMENT AGREEMENT is a limit, restriction, or probationary condition on Paridise's charitable bingo license through December 31, 2027.

Q. This SETTLEMENT AGREEMENT may be modified in writing by the parties. Modifications are at the sole discretion of the Attorney General;

R. 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;

S. This SETTLEMENT AGREEMENT supersedes any and all prior agreements between the Parties; and

T. This SETTLEMENT AGREEMENT is entered into by both parties and may be executed in counterparts, email 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:

Paridise, Inc.

Alan Moon
Signature

8/6/26
Date

By: Alan Moon (Print Name)

President (Organizational Title)

Richard D Murphy
Signature

8/6/2026
Date

By: Richard Murphy (Print Name)

Treasurer (Organizational Title)

OHIO ATTORNEY GENERAL ANDY WILSON

By:

08/19/26
Date

Daniel W. Fausey
Section Chief, Charitable Law Section