



SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT is made by and between American Legion Post No. 178 (“AL #178”), located at 631 W. Main St. Van Wert, Ohio 45891 and the Ohio Attorney General (“Attorney General”), for the purpose of resolving issues regarding AL #178’s charitable bingo operations. Together, the Attorney General and AL #178 are referred to hereinafter as “the parties.”

1. The Attorney General is responsible for the administration and enforcement of Ohio Revised Code Section (O.R.C.) 2915 (“O.R.C. 2915 *et seq.*”), and the Ohio Administrative Code, (O.A.C.) 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 Section 1716 (“O.R.C. 1716 *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 enforcement of Ohio Revised Code Section 109 (O.R.C. 109.23-33), and the O.A.C. 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. AL #178 is a 501(c)(19) tax exempt organization with the Internal Revenue Service (IRS). AL #178 is registered with the Attorney General as required under O.R.C. Sections 1716 and 109.
6. In 2025, AL #178 held a Type I and III paper and electronic instant bingo license #0087-27.

7. On December 22, 2025, AL #178 submitted a 2026 Type I and III paper and electronic instant bingo license application. A 2026 temporary permit to conduct Type I and III paper and electronic bingo was issued on December 23, 2025.
8. On February 25, 2026 the Attorney General conducted a financial inspection of AL #178 for the bingo fiscal years 2024 and 2025.
9. During the bingo fiscal year 2024, AL #178 had deposit shortages in their paper and electronic bingo checking accounts totaling \$91,812.
10. During the bingo fiscal year 2025, AL #178 had deposit shortages in their electronic bingo checking account totaling \$58,824.
11. During the bingo fiscal year 2025, AL #178 had charitable distribution arrearages in the amount of \$35,480.87.
12. AL #178 failed to follow regulatory requirements for depositing Type III paper and electronic instant bingo funds pursuant to O.R.C. 2915.10 and O.A.C. 109:1-5-21.
13. AL #178 made unallowable payments and transfers from their bingo checking accounts during 2024 and 2025 in violation of O.R.C. 2915.10(C).
14. AL #178 failed to file complete and timely quarterly reports for 2024-2025 pursuant to O.A.C. 109:1-5-14.

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

- A. AL #178 shall pay a total of **\$35,480.87** to their contracted charity in twelve (12) monthly installments. An initial payment of **\$3,480.88** will be due **August 1, 2026**, followed by monthly payments of **\$2,909.09**, the last of which is due on July 1, 2027. The payments shall be paid directly to American Legion Department of Ohio Charities from the Post's general operating account.

AL #178 must write in the "memo" line of the check if it should be credited towards 2025 distribution arrearages. If this notation is not made and the funds are applied to satisfy the current annual distributions, it could result in a violation of this agreement.

A copy of this executed agreement will be sent to American Legion Department of Ohio Charities, 60 Big Run Road, Delaware, Ohio 43015.

AL #178 may pay off the balance of the distribution shortages at any time without penalty;

- B. AL #178 shall upload copies of the cancelled checks or other proof of payment made under Paragraph A to the **Charitable Account Management Portal** on a quarterly basis. After you initially access the portal, please select the *upload* icon then select “*Type*”, “*Portal Organization*” and “*Settlement Agreement Cancelled Checks*”;
- C. AL #178 shall pay a **\$5,000** Civil Penalty upon execution of this SETTLEMENT AGREEMENT. The Attorney General agrees to STAY **\$4,000** of the Civil Penalty Amount upon compliance with the terms of this SETTLEMENT AGREEMENT. The Attorney General has sole authority to determine whether AL #178 has fully complied with this SETTLEMENT AGREEMENT. Should the Attorney General determine that AL #178 has failed to comply with any requirement in this SETTLEMENT AGREEMENT, the remaining **\$4,000** Civil Penalty Amount shall be payable upon demand;
- D. Upon execution of this agreement, AL #178 agrees to pay the **\$1,000** Civil Penalty from the Post’s general operating account. This payment can be made 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: American Legion #178

Civil Penalty amounts shall be deposited in accordance with O.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 O.R.C. 109.32;

- E. If AL #178 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, AL #178 agrees to pay additional collection costs assessed by Collections in accordance with O.R.C. 131.02(A) equal to the amounts charged pursuant to O.R.C. 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 O.R.C. 131.02(D). Nothing in this paragraph should be construed to limit the Attorney General’s discretion to pursue any other available remedy;

- F. AL #178 agrees that while it is paying off the distribution shortages noted in paragraph A, it will continue to make all current bingo fiscal year charitable distributions required under Ohio law and pursuant to their current charitable contract(s);
- G. AL #178 agrees to timely submit quarterly reports by uploading all requested information to the Charitable Account Management Portal located at:
<https://charitableportal.ohioago.gov>. The filing deadlines for the Quarterly Reports are posted on the Attorney General's website located at:
<https://charitable.ohioago.gov/Charitable-Bingo/Electronic-Instant-Bingo>;
- H. AL #178 agrees that all individuals listed on the "People" section of the 2026 bingo application shall complete the Attorney General's Bingo School by **December 31, 2026**. This mandate includes all Bingo Records Custodians, Bingo Volunteers, and Instant Bingo Game Operators. To attend Bingo School, you must first register at:
<https://charitable.ohioago.gov/Charitable-Bingo/Register-for-Bingo-Training>;
- I. AL #178 agrees to keep all information on their bingo application updated and accurate;
- J. AL #178 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 AL #178's charitable gaming operations;
- K. AL #178 agrees to comply with the requirements of O.R.C. 2915 *et seq.*, and any O.A.C. rules adopted thereunder;
- L. AL #178 specifically agrees to comply with all bingo deposit requirements, including required deposit time frames, prohibitions on unauthorized transfers, and restrictions on unauthorized payments from bingo accounts, as set forth in O.R.C. 2915.10 and O.A.C. 109:1-5-21;
- M. AL #178 agrees to comply with the requirements of O.R.C. 1716 *et seq.* (the Ohio Charitable Organizations Act), and any O.A.C. rules adopted thereunder;
- N. AL #178 agrees to comply with the requirements of ORC 109.23-109.33 (the Charitable Trust Act), and any O.A.C. rules adopted thereunder;
- O. AL #178 agrees that if it fails to comply with the above-mentioned requirements, 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;

- P. Within seven (7) business days following the execution of this SETTLEMENT AGREEMENT, the Attorney General agrees to issue AL #178 a 2026 Type I and Type III paper and electronic instant bingo license. By executing this agreement, AL #178 affirms that it has complied with all statutory requirements necessary for the Attorney General's Office to issue the requested bingo license;
- Q. AL #178 agrees that any evidence of a violation of this SETTLEMENT AGREEMENT shall be *prima facie* evidence of AL #178's violation of the applicable laws related to charitable gaming, O.R.C. 2915 *et seq.*, O.R.C. 1716 *et seq.*, O.R.C. 109.23-109.33, or any Ohio Administrative Code rules adopted thereunder, in any subsequent action or proceeding brought by the Attorney General;
- R. 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 AL #178 will discharge the Attorney General from any obligations under the terms of this SETTLEMENT AGREEMENT, but will not discharge AL #178 from any obligation it has under this SETTLEMENT AGREEMENT;
- S. By signing this SETTLEMENT AGREEMENT, the Attorney General is not waiving any rights he has to conduct further investigations of AL #178 and to initiate an action against AL #178 for further violations of O.R.C. 2915 *et seq.*, O.R.C. 1716 *et seq.*, O.R.C. 109.23-33, or any O.A.C. rules adopted thereunder;
- T. This SETTLEMENT AGREEMENT is a limit, restriction, or probationary condition on AL #178's charitable bingo license;
- U. This SETTLEMENT AGREEMENT may be modified in writing by the parties. Modifications are at the sole discretion of the Attorney General;
- V. 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;
- W. This SETTLEMENT AGREEMENT supersedes any and all prior agreements between the Parties; and
- X. 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.

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:

American Legion Post No. 178


Signature

7/15/2026
Date

By: NICHOLAS WADE SR (Print Name)

COMMANDER (Organizational Title)


Signature

7/15/2026
Date

By: JOHN C RANDOLPH (Print Name)

ADJUTANT (Organizational Title)

By: 
Todd D. Wolfrum
Attorney on behalf of AL #178
Wolfrum Law
124 N. Washington St.
Van Wert, Ohio 45891

OHIO ATTORNEY GENERAL ANDY WILSON

By: 
Daniel W. Fausey
Charitable Law Section Chief

07/20/26
Date