



SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT is made by and between Conneaut Elks Lodge #256 (Elks #256), located at 63 Parrish Road, Conneaut, OH 44030, and the Attorney General of Ohio ("Attorney General"), for the purpose of resolving issues regarding Elks #256 unlicensed Type I Charitable Bingo conduct. Together, the Attorney General and Elks #256 are referred to hereinafter as "the Parties."

1. The Attorney General is responsible for the administration of charitable bingo licensure and enforcement of charitable bingo laws under Ohio Revised Code Chapter 2915 ("ORC Chapter 2915"), and the Ohio Administrative Code rules adopted thereunder.
2. The Attorney General has authority to refuse to grant a charitable bingo license to an organization, to revoke or suspend an organization's license, or to place limits, restrictions, or probationary conditions on an organization's license for a limited or indefinite period.
3. Elks #256 is a 501(c)(8) tax-exempt organization with the Internal Revenue Service ("IRS") and is registered with the Attorney General as required under O.R.C. Chapters 1716 and 109.
4. At all relevant times, Elks #256 had a Type III paper/electronic instant charitable bingo license (#0243-28) for 2024 and currently has a 2025 Type III Paper/Electronic Instant Charitable Bingo Temporary Permit.
5. At all relevant times, Elks #256 was licensed to conduct Type III paper/electronic instant charitable bingo other than at a bingo session, Monday through Saturday from 1:00 p.m. to 1:00 a.m.
6. The Attorney General's Office conducted an investigatory review of Elks #256 2025 license application and concluded that Elks #256 conducted Type I Bingo as defined in O.R.C. 2915.01 (O)(1) on July 13, 2024 and September 21, 2024. Elks #256 has never been licensed to conduct Type I bingo.
7. On or about March 6, 2025, the Attorney General, sent a Cease-and-Desist letter to Elks #256 instructing them to immediately stop conducting Type I bingo. In addition, that letter requested an accounting of the gross profits and all documentation detailing the illegal bingo sessions.
8. Elks #256 responded to this request by submitting documentation through the Charitable Account Portal.

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9. Documentation submitted by Elks #256, shows that the organization bought bingo supplies from unlicensed distributors in violation of O.R.C. 2915.09(C)(10).
10. On or about March 19, 2025, Elks #256 updated its 2025 Bingo Application to also apply for a license to conduct Type I bingo.

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

- A. Elks #256 shall pay to the Attorney General's Office, upon execution of this SETTLEMENT AGREEMENT, a Civil Penalty Amount of \$1,000 (one thousand dollars).
- B. Elks #256 agrees that the Civil Penalty Amount shall come exclusively from Elks #256's general operating account by check, cashier's check, or wire transfer payable to **Treasurer, State of Ohio** and mailed to:

Ohio Attorney General, Charitable Law Section
Attn: Amy Davison/Missy Fite
30 East Broad Street, 25th Floor
Columbus, Ohio 43215
RE: ELKS #256 Settlement/Charitable Law

The funds will be deposited into the charitable law fund established under O.R.C. 109.32.

- C. Elks #256 shall update their 2025 bingo application to remove Type I bingo. Elks #256 agrees that it is not eligible for Type I bingo license until at least January 1, 2026.
- D. If Elks #256 fails to comply with the payment requirement above, the Attorney General shall certify the unpaid balance to the Ohio Attorney General's Collections Enforcement Section ("Collections") for collection. In the event of certification, Elks #256 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. 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.
- E. Elks #256 agrees that the primary bingo operator and all bingo records custodians shall complete Bingo School no later than July 16, 2025. The individuals completing bingo school shall be those identified on Elks #256's most recent bingo license application or as modified. Although attendance at Bingo School is free, participants must register in advance <https://charitable.ohioago.gov/Charitable-Webinars> or by calling (614) 466-3180.

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- F. Elks #256 agrees that if it fails to comply with requirements in Paragraph A through E above, it will, as applicable, surrender all then existing charitable bingo license(s) 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.
- G. Elks #256 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 Elks #256's charitable gaming operations.
- H. Elks #256 agrees to comply with the requirements of O.R.C. Chapter 2915, and any Ohio Administrative Code rules adopted thereunder.
- I. Elks #256 agrees that if it fails to comply with the terms of this SETTLEMENT AGREEMENT, it may be subject to revocation, suspension, denial, additional limitations or restrictions, and probationary terms under O.R.C. Chapter 2915.
- J. The Attorney General will not consider the facts stated above when issuing charitable bingo licenses to Elks #256 in the future unless Elks #256 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 Elks #256 and may move to revoke, suspend, deny, place limitations or probationary terms on Elks #256's Charitable Bingo License or application based on those facts.
- K. Upon execution of this SETTLEMENT AGREEMENT, Elks #256 waives its right to any hearings on the above stated findings.
- L. Elks #256 agrees that any evidence of a violation of this SETTLEMENT AGREEMENT shall be *prima facie* evidence of Elks #256's violation of the applicable laws related to charitable gaming, O.R.C. Chapter 2915, or any Ohio Administrative Code rules adopted under any of those code provisions, in any subsequent action or proceeding brought by the Attorney General.
- M. This SETTLEMENT AGREEMENT is binding upon the Parties, and any and all successors, assigns, subsidiaries, agents, employees, or representatives of the Parties or any other affiliates. Any breach of this SETTLEMENT AGREEMENT by Elks #256 will discharge the Attorney General from any obligations under the terms of this SETTLEMENT AGREEMENT but will not discharge Elks #256 from any obligation it has under this SETTLEMENT AGREEMENT.
- N. This SETTLEMENT AGREEMENT is a limit, restriction, or probationary condition on Elks #256's 2025 charitable bingo license.
- O. By signing this SETTLEMENT AGREEMENT, the Attorney General is not waiving any rights he has to conduct further investigations of Elks #256 and to initiate an

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action against Elks #256 for further violations of O.R.C. Chapter 2915, O.R.C. Chapter 1716, or any Ohio Administrative Code rules adopted under any of those code provisions.

- P. This SETTLEMENT AGREEMENT may be modified in writing by the Parties. Modifications are at the sole discretion of the Attorney General.
- Q. 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.
- R. This SETTLEMENT AGREEMENT supersedes any and all prior agreements between the Parties.
- S. 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:

ELKS #256

Francis D. Blank 5-23-25
Date

By: Francis D Blank (Print Name)

Its: Exalted Ruler (Organizational Title)

Cynthia L Blank 5-24-25
Date

By: Cynthia L Blank (Print Name)

Its: Secretary (Organizational Title)

OHIO ATTORNEY GENERAL, DAVE YOST

By: Daniel Fausey 5/28/25
Daniel Fausey (May 28, 2025 06:31 EDT)
Daniel W. Fausey
Section Chief, Charitable Law Section
Date