



AMENDED SETTLEMENT AGREEMENT

This AMENDED SETTLEMENT AGREEMENT is made by and between Fraternal Order of Orioles No. 167 (“Orioles #167”), located at 2166 Manchester Rd., Akron, Ohio 44314 and the Attorney General of Ohio (“Attorney General”), for the purpose of resolving issues regarding ORIOLES #167’s charitable bingo operations. Together, the Attorney General and ORIOLES #167 are referred to hereinafter as “the parties.”

1. The Attorney General is responsible for the administration and enforcement of Ohio Revised Code Section 2915 (“ORC 2915 *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 enforcement of Ohio Revised Code Section 1716 (“ORC 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 (“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. ORIOLES #167 is a 501(c)(8) tax exempt organization with the Internal Revenue Service (“IRS”). ORIOLES #167 is registered with the Attorney General as required under ORC Sections 1716 and 109.
6. ORIOLES #167 has held a Type III paper instant bingo license # 0275-32 since 2019 and an electronic instant charitable bingo license since 2022. On March 10, 2025, ORIOLES #167 received a 2025 Type III paper and electronic instant bingo license.

7. The Attorney General conducted annual financial inspections of ORIOLES #167 for the bingo fiscal years 2022-2023 in December 2024 and then year 2024 in January 2025.
8. During the bingo fiscal year 2022 ORIOLES #167 failed to pay their contracted charities in full until February 2025.
9. During the bingo fiscal year 2023 ORIOLES #167 failed to pay their contacted charities in full until March 2025.
10. During the bingo fiscal year 2024 ORIOLES #167 failed to pay their contracted charities in full until April 2025.
11. During the bingo fiscal years 2022-2024 ORIOLES #167 contracted with charities that were not qualified to receive charitable distributions pursuant to O.R.C. 2915.13(B).
12. During the bingo fiscal years 2022-2025 ORIOLES #167 failed to submit timely and complete quarterly reports.
13. ORIOLES #167 did not deposit all gross profits into the designated instant bingo accounts resulting in paper and electronic instant bingo account deposit shortages over \$40,000 in 2024; over \$61,000 in 2023; and over \$60,000 in 2022.
14. ORIOLES #167 wrote checks from the paper and electronic instant bingo accounts for unallowable expenses totaling over \$63,000 in 2024 and over \$80,000 for years 2022-2023. Withdraws from the respective accounts must be for permitted expenses and paid by check or EFT.
15. ORIOLES #167 has previously been subject to an AMENDED SETTLEMENT AGREEMENT in Case No. 2020-000075.

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

- A. ORIOLES #167's agrees to pay a Civil Penalty in the amount of \$5,000 and that the Civil Penalty Amount shall come exclusively from their general operating account by check, wire transfer, or money order payable to Treasurer, State of Ohio and mailed to:

Ohio Attorney General, Charitable Law Section
Finance Department – CL
30 East Broad Street, 25th Floor
Columbus, Ohio 43215
RE: Orioles #167 Settlement/Charitable Law

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

- B. If ORIOLES #167 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, ORIOLES #167 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.
- C. ORIOLES #167 agrees that it will continue to make all current bingo fiscal year charitable distributions required under Ohio law and its contract(s) monthly.
- D. ORIOLES #167 agrees that the Primary Bingo Game Operators, Treasurer, and Custodian of Bingo records will attend Charitable University at:
<https://charitable.ohioago.gov/Charitable-University> no later than November 1, 2025.
- E. ORIOLES #167 agrees to timely submit quarterly reports by uploading all requested information to the Charitable Account Management Portal located at:
<https://charitableportal.ohioago.gov>.

Quarterly Timeframe	Quarterly Report Due
November 1- January 31	February 28
February 1- April 30	May 31
May 1- July 31	August 31
August 1- October 31	November 30

- F. ORIOLES #167 agrees that if it fails to comply with requirements in Paragraph A through E 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 and refrain from filing an application for the next license year.
- G. ORIOLES #167 agrees that fulfilling the terms of this AMENDED SETTLEMENT AGREEMENT in no way negates its current contractual obligations to its contracted charity or its successor(s);
- H. ORIOLES #167 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 ORIOLES #167's charitable gaming operations;

- I. ORIOLES #167 agrees to comply with the requirements of ORC 2915 *et seq.*, and any Ohio Administrative Code rules adopted thereunder;
- J. ORIOLES #167 agrees to comply with the requirements of ORC 1716 *et seq.* (the Ohio Charitable Organizations Act), and any Ohio Administrative Code rules adopted thereunder;
- K. ORIOLES #167 agrees to comply with the requirements of ORC 109.23-109.33 (the Charitable Trust Act), and any Ohio Administrative Code rules adopted thereunder;
- L. In return for execution of and compliance with this AMENDED SETTLEMENT AGREEMENT, the Attorney General agrees not to restrict or revoke the ORIOLES #167's 2025 Type III paper and electronic instant bingo license. The Attorney General may consider the facts stated above when issuing future charitable bingo licenses to ORIOLES #167.
- M. ORIOLES #167 agrees that any evidence of a violation of this AMENDED SETTLEMENT AGREEMENT shall be *prima facie* evidence of ORIOLES #167's violation of the applicable laws related to charitable gaming, ORC 2915 *et seq.*, ORC 1716 *et seq.*, 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 AMENDED 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 AMENDED SETTLEMENT AGREEMENT by ORIOLES #167 will discharge the Attorney General from any obligations under the terms of this AMENDED SETTLEMENT AGREEMENT, but will not discharge ORIOLES #167 from any obligation it has under this AMENDED SETTLEMENT AGREEMENT;
- O. By signing this AMENDED SETTLEMENT AGREEMENT, the Attorney General is not waiving any rights he has to conduct further investigations of ORIOLES #167 and to initiate an action against ORIOLES #167 for further violations of ORC 2915 *et seq.*, ORC 1716 *et seq.*, ORC 109.23-33, or any Ohio Administrative Rules adopted thereunder;
- P. This AMENDED 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 AMENDED SETTLEMENT AGREEMENT and have entered into the same knowingly, voluntarily, and with the opportunity to gain advice of counsel;
- R. This AMENDED SETTLEMENT AGREEMENT supersedes any and all prior agreements between the Parties; and

S. This AMENDED 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.

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

Fraternal Order of Orioles No. 167

Rob Hodgman Date 10-9-25

By: ROB HODGMAN (Print Name)

Its: TRUSTEE (Organizational Title)

Thomas F. Evert Date 10-9-25

By: THOMAS F. EVERT (Print Name)

Its: SECRETARY (Organizational Title)

OHIO ATTORNEY GENERAL DAVE YOST

By: [Signature] Date 10/27/25
Daniel W. Fausey
Section Chief, Charitable Law Section