



DAVE YOST

OHIO ATTORNEY GENERAL

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SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT is made by and between Rayven's Acts of Kindness ("Rayven's") and the Ohio Attorney General ("Attorney General"), collectively "parties," for the purpose of resolving issues regarding Rayven's 2025 Type I Bingo and Type II & Type III Instant Bingo License. Mindful of the purpose of this Settlement Agreement, the parties recognize:

1. The Attorney General is responsible for the administration and enforcement of Ohio Revised Code Section 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 Section 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, and the Ohio Administrative Code rules adopted thereunder, and, in particular, Ohio Revised Code 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.

In view of the foregoing, Rayven's acknowledges and admits the following:

1. Rayven's is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code and has been assigned an EIN of 87-1497667. Rayven's is registered with the Attorney General as required under Revised Code Sections 109.26 and 1716.02. Its principal place of business is 2124 West Prospect Road, Ashtabula, Ashtabula County, Ohio 44004.
2. On December 30, 2024, Rayven's submitted an application for a 2025 Type I Bingo and Type II & Type III Instant Bingo License. The Attorney General issued a temporary permit on June 11, 2025 while it considered Rayven's application for a permanent bingo license for 2025.

3. On October 17, 2025, the Attorney General issued to Rayven's a Notice of Intent ("NOI") to deny the organization's 2025 Type I Bingo and Type II & Type III Instant Bingo License application. The NOI outlined the following facts as the basis for denying the license application:

- a. Rayven's identified on its license application accounts at Key Bank and Lakeview Federal Credit Union as the financial institutions where it deposited bingo proceeds. However:
 - i. it deposited non-bingo revenue into those accounts, thereby co-mingling those funds with the organization's bingo revenue; and
 - ii. paid organization expenditures from one or both accounts that do not qualify as expenses for which it may use bingo proceeds to satisfy.
- b. Rayven's made a number of purchases of traditional and instant bingo supplies from Zeerow Distributors, Amazon, and eBay. None of these entities are licensed distributors authorized to sell bingo supplies in Ohio.
- c. Rayven's conducted online "spin," "spinners," or "spinning" and football squares contests whereby participants pay, through consideration denominated as donations, for a chance to win a prize, thereby constituting a scheme of chance and/or a game of chance.
- d. Rayven's identified Ashtabula County, Ohio as its principal place of business. However, it conducted traditional and/or instant bingo while on one or more bus trips to the Seneca Allegany Casino in Salamanca, New York.
- e. Rayven's identified Darren England as a Primary Bingo Game Operator on its bingo license application. On February 5, 2001, Darren England was convicted of Theft, a 5th degree Felony, in Painesville Municipal Court.

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

- A. The Attorney General shall issue a 2025 Type I Bingo and Type II & Type III Instant Bingo License to Rayven's within 14 days after execution of this Settlement Agreement.
- B. Rayven's shall open and maintain separate checking accounts devoted exclusively for depositing gross profit generated from the bingo session or game for which it obtained licensure. Rayven's shall pay from the account or accounts only those expenses set forth in Revised Code Section 2915.01(GG).
- C. Rayven's shall obtain its bingo supplies only from a distributor licensed in the State of Ohio to sell bingo supplies.

D. Rayven's shall not conduct any games of chance or schemes of chance that are not authorized under Ohio law or its bingo license.

E. Rayven's shall conduct its licensed bingo sessions or games only within the territorial limits of Ashtabula County, Ohio.

F. Rayven's shall pay to the Attorney General's Office, upon execution of this Settlement Agreement, a Civil Penalty Amount of **\$500.00** (five hundred dollars).

G. Rayven's agrees that the Civil Penalty Amount shall come exclusively from Rayven's general operating account by check, cashier's check, 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: Rayven's Acts of Kindness Settlement/Charitable Law

The funds will be deposited into the charitable law fund established under Revised Code Section 109.32.

H. If Rayven's 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, Rayven's agrees to pay additional collection costs assessed by Collections in accordance with Revised Code Section 131.02(A) equal to the amounts charged pursuant to 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 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.

I. Rayven's officers, trustees, bingo volunteers, bingo game operators shall complete Charitable University no later than December 1, 2025. The individuals completing bingo school shall be those identified on Rayven's 2025 Bingo License application, as modified. Participants of Charitable University can complete this requirement by accessing the Attorney General's website at <https://charitable.ohioago.gov/Charitable-University>.

J. Rayven's agrees that if it fails to comply with requirements in Paragraph A through F 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.

K. Rayven's 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 Rayven's charitable gaming operations.

L. Rayven's agrees to comply with the requirements of Revised Code Chapter 2915, and any Ohio Administrative Code rules adopted thereunder.

M. Rayven's 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.

N. Upon execution of this Settlement Agreement, Rayven's waives its right to any hearings on the above-mentioned findings.

O. Rayven's agrees that any evidence of a violation of this Settlement Agreement shall be *prima facie* evidence of Rayven's violation of the applicable laws related to charitable gaming, Revised Code 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.

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 Rayven's will discharge the Attorney General from any obligations under the terms of this Settlement Agreement but will not discharge Rayven's from any obligation it has under this Settlement Agreement.

This Settlement Agreement is a limitation, restriction, or probationary condition on Rayven's 2025 charitable bingo license and all subsequent such licenses for a period of five years.

By signing this Settlement Agreement, the Attorney General is not waiving its ability or authority to conduct further investigations of Rayven's and to initiate an action against Rayven's for future violations of Revised Code Chapters 109, 1716 or 2915, or any Ohio Administrative Code rules adopted under any of those provisions.

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


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.

This Settlement Agreement supersedes any and all prior agreements between the Parties.

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.

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. The parties warrant that the individuals executing this Settlement Agreement on their behalf possess the capacity and authority to do so.

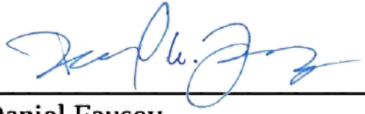
Rayven's Acts Of Kindness

 11/12/25
Date

By: Melissa Holland (Print Name)

Its: Director (Organizational Title)

Ohio Attorney General Dave Yost

By:  11/14/25
Date
Daniel Fausey
Section Chief, Charitable Law Section