



DAVE YOST

OHIO ATTORNEY GENERAL

Charitable Law Section
Office 614-466-3181
Fax 614-466-9788

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT is made by and between Veterans of Foreign Wars, Post No. 2529 ("VFW #2529"), located at 604 W. Perkins Ave., Sandusky, Ohio 44870 and the Attorney General of Ohio ("Attorney General"), for the purpose of resolving issues regarding VFW #2529's charitable bingo operations. Together, the Attorney General and VFW #2529 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. VFW #2529 is a 501(c)(19) tax exempt organization with the Internal Revenue Service ("IRS"). VFW #2529 is registered with the Attorney General as required under ORC Sections 1716 and 109.
6. During all relevant times VFW #2529 has held a Type III paper and electronic instant bingo license # 0200-48. Since January 7, 2025, VFW #2529 is conducting Type III paper and electronic instant bingo through a temporary license.

7. The Attorney General conducted annual financial inspections of VFW #2529 for the bingo fiscal years 2022-2024.
8. During the bingo fiscal year 2022 VFW #2529 had charitable distribution arrearages in the amount of \$90,892.10 and deposit shortages in the amount of \$116,834.
9. During the bingo fiscal year 2023 VFW #2529 had charitable distribution arrearages in the amount of \$93,048.84 and deposit shortages in the amount of \$59,137.
10. During the bingo fiscal year 2024 VFW #2529 did not have any distribution arrearages but had deposit shortages in the amount of \$74,416.
11. On May 5, June 30, and September 1, 2024, VFW #2529 conducted bingo outside of their licensed days of play resulting in a gross profit of \$14,465.
12. Pursuant to Arrow Gaming central server reports VFW #2529 had three days of unlicensed bingo conduct as stated in paragraph 11 that generated gross profits of \$14,465.

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

- A. VFW #2529 shall pay **\$183,394.94** in restitution, including a lump sum payment of **\$9,394.94 due upon execution** of this agreement and 24 monthly installments of **\$7,250.00** each month thereafter. The initial payment of **\$7,250.00** will be due November 1, 2025. The last payment is due November 1, 2027. All payments shall be made by check payable to VFW Ohio Charities, and mailed to:

VFW Ohio Charities
35 E. Chestnut Street
Columbus, Ohio 43215

VFW #2529 must write in the "memo" line of the check if it should be credited toward the 2022 or 2023 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 VFW Ohio Charities.

- B. VFW #2529 shall pay a Civil Penalty Amount. Upon execution of this SETTLEMENT AGREEMENT, the Civil Penalty shall be in the amount of \$20,000. The Attorney General agrees to stay \$10,000 of the Civil Penalty amount upon monthly compliance of the terms of this SETTLEMENT AGREEMENT. The remaining Civil Penalty of **\$10,000** shall be **due upon execution** of this SETTLEMENT AGREEMENT.

- C. VFW #2529 agrees that the Civil Penalty shall come exclusively from VFW #2529's general operating account by check, cashier's check, money order, or wire transfer (for wire transfer please contact CharitableFundsAccounting@OhioAGO.gov), payable to "Treasurer, 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: VFW #2529

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.

- D. The Attorney General has sole authority to determine whether VFW #2529 has fully complied with this SETTLEMENT AGREEMENT. Should the Attorney General determine that VFW #2529 has failed to comply with this SETTLEMENT AGREEMENT, the remainder \$10,000 Civil Penalty amount shall be payable upon demand.
- E. If VFW #2529 fails to comply with the payment requirements above, the Attorney General may, in his sole discretion, certify the unpaid balance of the payment to the Ohio Attorney General's Collections Enforcement Section ("Collections") for collection. In the event of certification, VFW #2529 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.
- F. VFW #2529 agrees that all money used to fulfill the terms of this SETTLEMENT AGREEMENT shall come exclusively from VFW #2529's general operating account.
- G. VFW #2529 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 its contract(s) monthly.
- H. VFW #2529 agrees to timely submit quarterly reports by uploading all requested information to the Charitable Account Management Portal located at: <https://charitableportal.ohioago.gov>.
- I. VFW #2529 agrees that all individuals listed on the "People" section of the 2025 and anticipated 2026 bingo applications shall complete the Attorney General's Bingo School by April 1, 2026. This mandate includes all Bingo Records Custodians, Bingo

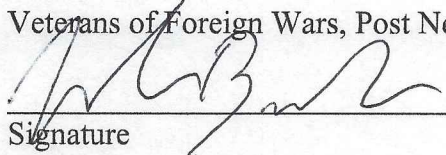
Volunteers, and Instant Bingo Game Operators. In order to attend Bingo School, you must first register at: <https://charitable.ohioago.gov/Charitable-Bingo/Register-for-Bingo-Training>.

- J. VFW #2529 agrees that if it fails to comply with any requirements in Paragraphs A through I above, VFW #2529 shall pay the stayed amount of the civil penalty in paragraph B above.
- K. VFW #2529 agrees that if it fails to comply with requirements in Paragraph A through I 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 two license years.
- L. VFW #2529 agrees that fulfilling the terms of this SETTLEMENT AGREEMENT in no way negates its current contractual obligations to its contracted charity or its successor(s);
- M. VFW #2529 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 VFW #2529's charitable gaming operations;
- N. VFW #2529 agrees to comply with the requirements of ORC 2915 *et seq.*, and any Ohio Administrative Code rules adopted thereunder;
- O. VFW #2529 agrees to comply with the requirements of ORC 1716 *et seq.* (the Ohio Charitable Organizations Act), and any Ohio Administrative Code rules adopted thereunder;
- P. VFW #2529 agrees to comply with the requirements of ORC 109.23-109.33 (the Charitable Trust Act), and any Ohio Administrative Code rules adopted thereunder;
- Q. . The Attorney General may consider the facts stated above when issuing future charitable bingo licenses to VFW #2529.
- R. VFW #2529 agrees that any evidence of a violation of this SETTLEMENT AGREEMENT shall be *prima facie* evidence of VFW #2529'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;
- S. 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 VFW #2529 will discharge the Attorney General from any obligations under the terms of this SETTLEMENT AGREEMENT, but will not discharge VFW #2529 from any obligation it has under this SETTLEMENT AGREEMENT;

- T. By signing this SETTLEMENT AGREEMENT, the Attorney General is not waiving any rights he has to conduct further investigations of VFW #2529 and to initiate an action against VFW #2529 for further violations of ORC 2915 *et seq.*, ORC 1716 *et seq.*, ORC 109.23-33, or any Ohio Administrative Code rules adopted thereunder;
- 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 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:

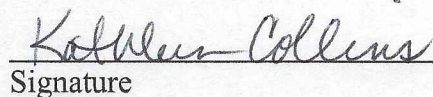
Veterans of Foreign Wars, Post No. 2529


Signature

10/21/2025
Date

By: Joshua Bender (Print Name)

Quartermaster (Organizational Title)


Signature

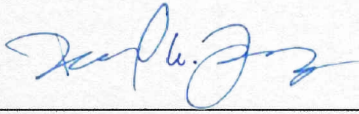
10-21-2025
Date

By: Kathleen Collins (Print Name)

Manager (Organizational Title)

OHIO ATTORNEY GENERAL DAVE YOST

By:



Daniel W. Fausey
Section Chief, Charitable Law Section

11/10/25

Date