



# DAVE YOST

OHIO ATTORNEY GENERAL

Charitable Law Section  
Office 614-466-3181  
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## SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT is made by and between Veterans of Foreign Wars Post No. 3430 (hereinafter "VFW #3430"), located at 19 Woodland Ave, Willard, Ohio, 44890 and the Attorney General of Ohio ("Attorney General"), for the purpose of resolving issues regarding VFW #3430's charitable bingo operations. Together, the Attorney General and VFW #3430 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 #3430 is a 501(c)(19) tax exempt organization with the Internal Revenue Service ("IRS"). VFW #3430 is registered with the Attorney General as required under ORC Sections 1716 and 109.
6. During all relevant times, VFW #3430 held a Type III paper and electronic instant bingo license or temporary permit (#0303-48).

7. On December 27, 2024, VFW #3430 was granted a 2025 paper and electronic instant bingo temporary permit.
8. On February 10, 2025, Compliance Inspector Mollett conducted a 2024 Annual Financial Inspection that revealed charitable distribution arrearages totaling \$36,680.78 and bingo account deposit shortages over \$160,000.
9. Since February 2025, VFW #3430 has paid \$18,500 towards their charitable distribution arrearages, reducing their statutory obligation to \$18,180.78.
10. The deposit shortages were due to mismanagement by a former post officer, who has since been removed. As a result, the organization has revised its internal control policies to prevent similar issues from occurring again.

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 paper and electronic bingo license to VFW #3430 within 14 days after execution of this agreement and payment of the civil fine of **\$1,000**.
- B. VFW #3430 shall pay a total of **\$18,180.78** with an initial payment of **\$9,090.39** due by October 31, 2025 and another lump sum payment of **\$9,090.39** due by December 31, 2025. The entire \$18,180.78 shall be paid in full by December 31, 2025. All payments shall be made VFW of Ohio Charities, and sent to:  
  
VFW of Ohio Charities  
35<sup>th</sup> Chestnut St. Suite 505  
Columbus, Ohio 43215  
  
A copy of the executed agreement will be sent to Veterans of Foreign Wars of Ohio Charities.
- C. VFW #3430 agrees that while it is paying off the distribution shortages noted in paragraph B, it will continue to make all current bingo fiscal year charitable distributions required under Ohio law and its contract(s) monthly.
- D. VFW #3430 shall pay to the Attorney General's Office, upon execution of this SETTLEMENT AGREEMENT, a Civil Penalty Amount of **\$1,000** (one thousand dollars).
- E. VFW #3430 agrees that the Civil Penalty Amount shall come exclusively from VFW #3430'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: VFW #3430 Settlement/Charitable Law

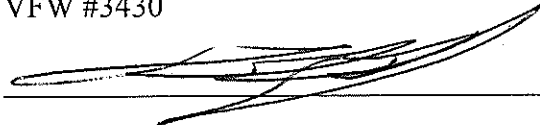
The funds will be deposited into the charitable law fund established under O.R.C. 109.32.

- F. If VFW #3430 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, VFW #3430 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.
- G. VFW #3430 agrees that officers, trustees, bingo volunteers, bingo game operators shall complete Charitable University no later than November 1, 2025. The individuals completing bingo school shall be those identified on VFW #3430's most recent bingo license application or as modified. Participants of Charitable University can complete this requirement by accessing our website at <https://charitable.ohioago.gov/Charitable-University>.
- H. VFW #3430 agrees that if it fails to comply with requirements in Paragraph B 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.
- I. VFW #3430 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 #3430's charitable gaming operations.
- J. VFW #3430 agrees to comply with the requirements of O.R.C. Chapter 2915, and any Ohio Administrative Code rules adopted thereunder.
- K. VFW #3430 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.
- L. Upon execution of this SETTLEMENT AGREEMENT, VFW #3430 waives its right to any hearings on the above-mentioned findings.

- M. VFW #3430 agrees that any evidence of a violation of this SETTLEMENT AGREEMENT shall be *prima facie* evidence of VFW #3430'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.
- N. 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 VFW #3430 will discharge the Attorney General from any obligations under the terms of this SETTLEMENT AGREEMENT but will not discharge VFW #3430 from any obligation it has under this SETTLEMENT AGREEMENT.
- O. This SETTLEMENT AGREEMENT is a limit, restriction, or probationary condition on VFW #3430's 2025 charitable bingo license.
- P. By signing this SETTLEMENT AGREEMENT, the Attorney General is not waiving any rights he has to conduct further investigations of VFW #3430 and to initiate an action against VFW #3430 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.
- Q. This SETTLEMENT AGREEMENT may be modified in writing by the Parties. Modifications are at the sole discretion of the Attorney General.
- R. 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.
- S. This SETTLEMENT AGREEMENT supersedes any and all prior agreements between the Parties.
- T. 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:

VFW #3430



9/18/25  
Date

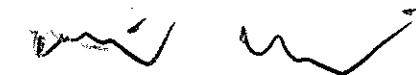
By: Tim Scholten (Print Name)

Its: Quartermaster Post 3430 (Organizational Title)

\_\_\_\_\_  
Date

By: \_\_\_\_\_ (Print Name)

Its: \_\_\_\_\_ (Organizational Title)



Attorney Brian Donnhammer (#0097957)  
Harwood & Niedermeier  
111 S. Myrtle Ave.  
Willard, OH 44890  
(419) 935-0171

09-18-2025  
Date

**OHIO ATTORNEY GENERAL, DAVE YOST**



By:

Daniel Fausey  
Section Chief, Charitable Law Section

09/30/25

Date