



SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT is made by and between Circleville Aerie No. 685, Fraternal Order of Eagles (“Eagles #685”), located at 135 E. Main Street, Circleville, Ohio 43113 and the Attorney General of Ohio (“Attorney General”), for the purpose of resolving issues regarding Eagles #685’s charitable bingo operations. Together, the Attorney General and Eagles #685 are referred to hereinafter as “the parties.”

1. The Attorney General is responsible for the administration and enforcement of Ohio Revised Code (O.R.C.) Section 2915 (“ORC 2915 *et seq.*”), and the Ohio Administrative Code (O.A.C.) 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 O.R.C. Section 1716 (“ORC 1716 *et seq.*”), and the O.A.C. 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 O.R.C. Section 109 (“ORC 109.23-33”), and the O.A.C. rules adopted thereunder, and, in particular, O.R.C. 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. Eagles #685 is a 501(c)(8) tax exempt organization with the Internal Revenue Service (“IRS”). Eagles #685 is registered with the Attorney General as required under O.R.C. Sections 1716 and 109.
6. Eagles #685 held a Type I, II, and III paper and electronic instant bingo temporary license from December 18, 2024 until September 24, 2025.
7. On September 25, 2025, Eagles #685 was issued a 2025 Type III electronic instant bingo license. Eagles #685 had amended their 2025 bingo application several times to ultimately only request a Type III electronic instant bingo license.

8. On December 23, 2025, Eagles #685 submitted a 2026 Type III electronic instant bingo renewal application and later that same day they received a 2026 Type III electronic instant bingo temporary license.
9. Eagles #685 inadvertently failed to submit a 2025 Type III paper instant bingo license. As a result, Eagles #685 conducted paper instant bingo without a license from September 25, 2025 until March 31, 2026.
10. The Attorney General learned of this illegal bingo conduct and advised the organization to stop conducting Type III paper instant bingo until they obtained the required licensing.
11. Eagles #685 violated the terms of the previous settlement agreement executed on June 11, 2025 by conducting unlicensed Type III paper instant bingo.

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

- A. Eagles #685 agrees to pay a civil penalty of **\$15,000** (fifteen thousand dollars and no cents). This payment shall be made exclusively from Eagles #685 general operating account;
- B. Upon execution of this SETTLEMENT AGREEMENT, Eagles #685 agrees to pay **\$15,000** (fifteen thousand dollars and no cents) by check, cashier's check, money order, or wire transfer (for wire transfer please contact CharitableFundsAccounting@OhioAGO.gov), payable to "**Treasurer of the 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: Eagles #685

Civil Penalty amounts shall be deposited in accordance with O.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 O.R.C. 109.32;

- C. The Attorney General has sole authority to determine whether Eagles #685 has fully complied with this SETTLEMENT AGREEMENT. Should the Attorney General determine that Eagles #685 has failed to comply with this SETTLEMENT AGREEMENT, Eagles #685 shall be subject to the penalties included in O.R.C. 2915 and any rules adopted thereunder;

- D. If Eagles #685 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, Eagles #685 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. 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 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. Eagles #685 agrees to immediately withdraw its request for authorization to conduct Type III paper instant bingo included in its 2026 bingo license application;
- F. Eagles #685 agrees that it will only conduct Type III electronic instant bingo; it may however, apply for a 2027 Type III paper instant bingo license beginning November 1, 2026;
- G. Eagles #685 agrees to upload through their respective Attorney General Charitable Account Management Portal an itemized inventory of all instant bingo tickets including deal names, serial numbers, date of purchase, and number of unused tickets by September 1, 2026;
- H. Eagles #685 has removed Michael Roeder as a signatory from all bingo checking accounts. Michael Roeder shall not be involved in any licensed bingo activities in any manner except play as a member participant;
- I. Michael Roeder is permitted to serve as an officer or trustee of Eagles #685, but any duties associated with that position do not supersede this agreement;
- J. Eagles #685 agrees that if it fails to comply with requirements in Paragraph A through H above, such actions could result in rejection of its license or the Attorney General pursuing other corrective action as provided in O.R.C. 2915 or the Rules adopted thereunder;
- K. Eagles #685 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 Eagles #685's charitable gaming operations;
- L. Eagles #685 agrees to comply with the requirements of ORC 2915 *et seq.*, and any O.A.C. Rules adopted thereunder;
- M. Eagles #685 agrees to comply with the requirements of O.R.C. 1716 *et seq.* (the Ohio Charitable Organizations Act), and any O.A.C. Rules adopted thereunder;
- N. Eagles #685 agrees to comply with the requirements of O.R.C. 109.23-109.33 (the Charitable Trust Act), and any O.A.C. Rules adopted thereunder;

- O. The Attorney General shall issue a 2026 Type III electronic instant bingo license within 7 (seven) business days after the execution of this agreement.
- P. The Attorney General will not consider the facts giving rise to this agreement when issuing charitable bingo licenses to Eagles #685 in the future unless Eagles #685 fails to comply with any provision of this agreement. In that event, the Attorney General may consider the facts giving rise to this agreement when determining whether to issue or deny future bingo licenses to Eagles #685 and may revoke, suspend, deny, place limitations or probationary terms on Eagles #685's Charitable Bingo License or application based on those facts;
- Q. Eagles #685 agrees that any evidence of a violation of this SETTLEMENT AGREEMENT shall be *prima facie* evidence of Eagles #685's violation of the applicable laws related to charitable gaming, O.R.C. 2915 *et seq.*, O.R.C. 1716 *et seq.*, O.R.C. 109.23-109.33, or any O.A.C. Rules adopted thereunder, in any subsequent action or proceeding brought by the Attorney General;
- R. 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 Eagles #685 will discharge the Attorney General from any obligations under the terms of this SETTLEMENT AGREEMENT, but will not discharge Eagles #685 from any obligation it has under this SETTLEMENT AGREEMENT;
- S. By signing this SETTLEMENT AGREEMENT, the Attorney General is not waiving any rights he has to conduct further investigations of Eagles #685 and to initiate an action against Eagles #685 for further violations of O.R.C. 2915 *et seq.*, O.R.C. 1716 *et seq.*, O.R.C. 109.23-33, or any O.A.C. Rules adopted thereunder;
- T. This SETTLEMENT AGREEMENT is a limit, restriction, or probationary condition on Eagles #685's charitable bingo license;
- 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:

Circleville Aerie No. 685, Fraternal Order of Eagles

Date

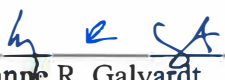
By: _____ (Print Name)

Its: _____ (Organizational Title)

Date

By: _____ (Print Name)

Its: _____ (Organizational Title)



Suzanne R. Galyardt
Attorney for Circleville Aerie No. 685, Fraternal Order of Eagles
Vorys, Sater, Seymour and Pease LLP
52 E. Gay St.
Columbus, Ohio 43215
(614) 464-6400
sergalyardt@vorys.com

8/7/2026

Date

OHIO ATTORNEY GENERAL ANDY WILSON

By: _____
Daniel W. Fausey
Charitable Law Section Chief

Date

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:

Circleville Aerie No. 685, Fraternal Order of Eagles

 _____ 8/5/26
Date

By: Douglas Hartsavgh (Print Name)

Its: Worthy President (Organizational Title)

 _____ 8-5-26
Date

By: Gerald Cotton (Print Name)

Its: TRUSTEE CHAIRMAN (Organizational Title)

Suzanne R. Galyardt Date
Attorney for Circleville Aerie No. 685, Fraternal Order of Eagles
Vorys, Sater, Seymour and Pease LLP
52 E. Gay St.
Columbus, Ohio 43215
(614) 464-6400
sergalyardt@vorys.com

OHIO ATTORNEY GENERAL ANDY WILSON

 _____ 08/10/26
By: _____ Date
Daniel W. Fausey
Charitable Law Section Chief