

**RESOLUTON 2025.07.05**

**SETTLEMENT AGREEMENT**

A. The State of Alabama, by the authority of Attorney General Steve Marshall, filed a complaint, State v. Odds And Evens Bingo, 68-CV-2025-900502 (Bessemer Division), against the City of Midfield (hereinafter "the City") alleging that the City has contributed to an illegal public nuisance under § 6-5-120 et seq., Code of Alabama, 1975, by licensing, permitting, and profiting from the operation of illegal gambling in its jurisdiction and under its authority. The City's ordinance required the payment of fees for the operation of machines, determined by the State of Alabama to be illegal gambling devices under Alabama law, and the City had collected these fees, and as owner of the building where this illegal activity was occurring, the City also collected lease payments from the illegal gambling activity; thus, the State claims the City was profiting from illegal activity under its ordinance.

B. The State of Alabama, by the authority of the Attorney General, and the City agree to resolve the disputes contained within this complaint and without adjudication of any of the factual or legal issues raised by the Attorney General's determination that the City was involved in creating a public nuisance.

C. Now, therefore, without admission by the City of any issue of law or fact pertaining to the Attorney General's determination that it violated the law other than of the Attorney General's jurisdiction to enforce the law, and in order to avoid the time and expense of litigation, the parties agree upon the following:

- i. The City agrees to repeal the bingo ordinance under which the collection of the fees and monies was made and no longer permit the operation of such in its jurisdiction.
- ii. The State of Alabama, by the authority of the Attorney General, agrees, based

upon the City's agreement to withdraw its ordinance, to dismiss the City from the case initiated by the filing of the complaint for any alleged violation of the law arising out of or related to the description above and included in this agreement. This includes the dismissal of the temporary restraining order and any affected accounts or assets belonging to the City without making any further claims or requests that such funds be condemned or forfeited under Alabama law.

D. The parties reserve any and all legal and equitable remedies available to enforce the provisions of this agreement.

E. The State of Alabama reserves the right to elect to file a civil action against the City for any violations of the law by the City discovered after the Date of Entry of this agreement concerning different violations than these set forth herein.

F. This agreement was negotiated, mutually drafted, and executed by the parties in good faith to avoid litigation of claims that are contested, denied, and disputed. The execution of this agreement is not an admission of any fact, liability or wrongdoing of any kind regarding any of the matters addressed in the agreement. Accordingly, this agreement shall not be admissible in any judicial or administrative proceeding for use against any party over the objection of that party.

G. It is the intent of the parties hereto that the clauses hereof are severable, and should any clause(s) be declared by a court of competent jurisdiction to be invalid and unenforceable, the remaining clauses shall remain in full force and effect.

H. This agreement contains the entire agreement of the parties and shall not be modified by any prior oral or written agreement, representation or understanding. Prior drafts of this agreement shall not be used in any action involving the interpretation or enforcement of this agreement. This agreement may not be amended or modified except by a written order of a court

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of competent jurisdiction. Any modifications of this agreement by the parties shall be agreed to in writing by the parties before it will be deemed effective.

I. The signatory on behalf of the State of Alabama, and the signatory for the City certify that they are fully authorized to enter into the terms and conditions of this agreement and to execute and legally bind such parties to this document.

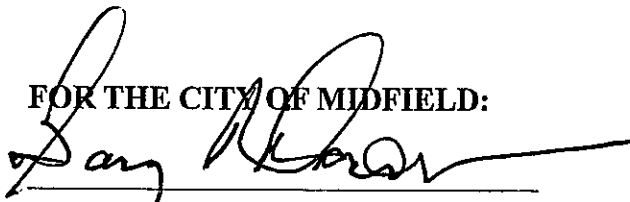
**FOR THE STATE OF ALABAMA:**

\_\_\_\_\_  
John L. Kachelman III  
Deputy Attorney General

Office of the Attorney General  
501 Washington Street  
Montgomery, AL 36130  
(334) 272-7300

Date: \_\_\_\_\_

**FOR THE CITY OF MIDFIELD:**

  
\_\_\_\_\_  
City of Midfield

Address

Date: 7/14/2025