

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

STATE OF OHIO, *ex rel.*
DAVE YOST, OHIO ATTORNEY
GENERAL

Plaintiff,

v.

Dogs 4 Warriors, Inc.
35020 Gundy Ridge Rd.
Bowerston, OH 44695

Sheila Slezak
35020 Gundy Ridge Rd.
Bowerston, OH 44695

Andrew Slezak
35020 Gundy Ridge Rd.
Bowerston, OH 44695

Defendants.

CASE NO.:

JUDGE

ASSURANCE OF DISCONTINUANCE

Pursuant to the authority granted in the Ohio Charitable Organizations Act, R.C. 1716.01 *et seq.*, specifically, R.C. 1716.16(C), and the Ohio Charitable Trust Act, R.C. 109.23 *et seq.*, specifically, R.C. 109.24(E), Ohio Attorney General Dave Yost (the “Attorney General”) accepts this Assurance of Discontinuance (“Agreement”) from Dogs 4 Warriors, Inc., Sheila Slezak, and Andrew Slezak (collectively, the “Defendants”). The Attorney General and the Defendants, as parties to this Agreement, acknowledge and agree that it is in their best interest and consistent with the best interests of the people of the State of Ohio to resolve the issues between them in the manner set forth herein. As part of this Agreement, the Attorney General and the Defendants stipulate as follows:

I. JURISDICTION AND VENUE

- A. This Court has jurisdiction over the subject matter of this action pursuant to R.C. Chapter 1716, R.C. 109.23 *et seq.*, the rules adopted thereunder, and the Attorney General's common law authority to enforce charitable trusts. This Court has jurisdiction over the parties. Venue is proper in this Court.

II. FACTS

- B. Dogs 4 Warriors, Inc. ("Dogs 4 Warriors") was incorporated as a nonprofit corporation with the Ohio Secretary of State on or about March 24, 2014 and had its articles of incorporation cancelled on April 1, 2019. Dogs 4 Warriors was deemed exempt from federal income tax under I.R.C. Section 501(c)(3) on August 6, 2014, but had its tax-exempt status automatically revoked on May 15, 2019.
- C. The principal place of operations of Dogs 4 Warriors was 35020 Gundy Ridge Road, Bowerston, Ohio 44695.
- D. Sheila Slezak and Andrew Slezak currently reside at 35020 Gundy Ridge Road, Bowerston, Ohio 44695.
- E. Dogs 4 Warriors' board members, officers, employees, and volunteers, including but not limited to Sheila Slezak and Andrew Slezak, held Dogs 4 Warriors out to the public as an organization established for a benevolent, philanthropic, patriotic, educational, humane, scientific, public health, environmental conservation, civic, or other eleemosynary purpose.
- F. Sheila Slezak, Andrew Slezak, and other board members, officers, employees, and volunteers employed charitable appeals and received things of value for charitable use on behalf of Dogs 4 Warriors.

- G. Dogs 4 Warriors was a “charitable organization” as that term is defined in R.C. 1716.01(A) and a “charitable trust” as that term is defined in R.C. 109.23.
- H. The funds raised and held by the Defendants for charitable purposes were subject to a valid “charitable trust” under R.C. 109.23.
- I. The Ohio Charitable Trust Act and the Ohio Charitable Organizations Act prohibit certain acts and practices in the administration of any charitable trust and the solicitation of charitable contributions.
- J. Sheila Slezak was a board member and officer of Dogs 4 Warriors and a signer on its bank accounts.
- K. Andrew Slezak was a board member and officer of Dogs 4 Warriors.
- L. Sheila Slezak and Andrew Slezak had fiduciary duties under R.C. 109.23 *et seq.*, R.C. 1716.17, and the common law.
- M. The subject of this Agreement is the charitable trust and solicitation activities of the Defendants in the State of Ohio. Such activities are described in and regulated by the Ohio Charitable Organizations Act, R.C. 1716.01 *et seq.*, the Ohio Charitable Trust Act, R.C. 109.23 *et seq.*, and the Attorney General’s common law authority to enforce charitable trusts.

III. FINDINGS OF THE ATTORNEY GENERAL

- N. The Attorney General is the party charged with enforcing the Ohio Charitable Organizations Act and the Ohio Charitable Trust Act and has caused an investigation to be conducted by the Charitable Law Section into the Defendants’ charitable trust activities. As a result of the investigation, the Attorney General has reason to believe the Defendants

have failed to comply with the requirements of the Ohio Charitable Organizations Act, the Ohio Charitable Trust Act, and the common law by committing the following violations:

1. R.C. 1716.17, R.C. 109.23(A), and common law: Sheila Slezak and Andrew Slezak breached their fiduciary duties of care, to properly manage accounts, to comply with Ohio law, and to act in the best interest of the charity, resulting in loss and other damages to the charitable beneficiaries of Dogs 4 Warriors.
 2. R.C. 1716.14(A)(1): Defendants committed deceptive acts or practices in the course of soliciting contributions for a charitable organization or charitable purpose.
 3. R.C. 1716.14(A)(2): Defendants misled the public as to material facts concerning the solicitation of contributions for a charitable organization or charitable purpose.
 4. R.C. 1716.14(A)(9): Sheila Slezak caused Dogs 4 Warriors to file false or misleading information in a document required to be filed with the Attorney General under R.C. Chapter 1716.
 5. R.C. 1716.14(A)(12): Defendants operated in violation of, and failed to comply with, the requirements of R.C. Chapter 1716.
- O. The Attorney General's findings, as outlined above, are the basis upon which this Agreement has been negotiated. However, this Agreement is the culmination of disputed claims and does not constitute an admission of any wrongdoing by the Defendants.

IV. ASSURANCE

- P. Sheila Slezak and Andrew Slezak agree to pay \$50,000.00 (fifty thousand dollars and zero cents) (the "Payment Amount") to the Ohio Attorney General's Office. The parties understand and agree that \$15,000.00 (fifteen thousand dollars and zero cents) of the total Payment Amount shall be considered civil penalties (the "Civil Penalty Amount") and

\$35,000 (thirty-five thousand dollars and zero cents) of the total Payment Amount shall be considered restitution (the “Restitution Amount”). The Payment Amount shall be paid by wire transfer (pursuant to instructions provided by the Attorney General) or certified check or money order payable to “Treasurer, State of Ohio” and mailed to:

Ohio Attorney General
Charitable Law Section
Attn: Chief Accountant
30 East Broad Street, 25th Floor
Columbus, Ohio, 43215

Sheila and Andrew Slezak shall pay the Payment Amount in accordance with the following payment schedule:

- a. Contemporaneously with the execution of this Agreement, Sheila Slezak and/or Andrew Slezak agree to and shall pay \$5,000.00 (five thousand dollars and zero cents) of the Civil Penalty Amount.
- b. Sheila Slezak and/or Andrew Slezak shall pay the Payment Amount in monthly installments of \$1,000.00 (one thousand dollars and zero cents). The first installment under this paragraph shall be due on or before July 1, 2021, with subsequent installments due on or before the first day of each subsequent month. Fifty percent (50%) of each installment shall be allocated to the Civil Penalty Amount and fifty percent (50%) of each installment shall be allocated to the Restitution Amount until the Civil Penalty Amount is paid in full. Thereafter, one hundred percent (100%) of each installment shall be allocated to the Restitution Amount.

- Q. The Attorney General shall deposit the Civil Penalty Amount into the charitable law fund established under R.C. 109.32. The Restitution Amount shall be redistributed, at the sole discretion of the Attorney General, in support of other charitable purposes.
- R. Sheila Slezak and Andrew Slezak agree that they are jointly and severally liable for both the Civil Penalty Amount and the Restitution Amount.
- S. If Sheila Slezak and/or Andrew Slezak fail to comply with the payment requirements above, the Attorney General shall certify any and all unpaid balances of the Restitution Amount and the Civil Penalty Amount to the Ohio Attorney General's Collections Enforcement Section ("Collections") for collection. In the event of certification, Sheila Slezak and/or Andrew Slezak agree 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 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.
- T. The payment of the Restitution Amount and the Civil Penalty Amount by Sheila Slezak and/or Andrew Slezak and the acceptance of such amount by the Attorney General shall not be construed to limit the Attorney General's authority to seek additional relief pursuant to the Ohio Charitable Organizations Act, R.C. 1716.01 et seq., the Ohio Charitable Trust Act, R.C. 109.23 et seq., and the common law, or to otherwise seek judicial enforcement of this Agreement, for any future violations.

- U. Within 60 days of the date this Agreement is executed, Sheila Slezak shall perform all actions necessary to wind up Dogs 4 Warriors' affairs, including, but not limited to, submitting a completed Final Annual Report and Asset Disposition form to the Charitable Law Section and closing all Dogs 4 Warriors websites and social media pages. The obligations in this subparagraph include, but are not necessarily limited to: (i) deleting the website "dogs4warriors.org"; and (ii) deleting the Facebook page and account associated with "facebook.com/dogsandwarriors."
- V. Following the date of Dogs 4 Warriors' dissolution, Sheila Slezak shall not hold any position as an officer or trustee with any other charitable organization or charitable trust in the State of Ohio, with the exception that she may volunteer with, or accept any offer of employment from, any charitable organization as long as she does not have any involvement with or responsibility concerning charitable trust funds.
- W. Following the date of Dogs 4 Warriors' dissolution, Sheila Slezak shall not participate in solicitations in the State of Ohio for any charitable purpose or on behalf of any charitable organization. Solicitations conducted as a volunteer, officer, trustee, employee, representative, agent, or professional solicitor (as defined in R.C. 1716.01(J)) of an organization all fall within the scope of this prohibition, as well as solicitations conducted as a person employed or otherwise engaged by a professional solicitor.
- X. Sheila Slezak will never again incorporate or create any Ohio nonprofit corporation.
- Y. For five years following the date of Dogs 4 Warriors' dissolution, Andrew Slezak shall not hold any position as an officer or trustee with any other charitable organization or charitable trust in the State of Ohio, with the exception that he may volunteer with, or

accept any offer of employment from, any charitable organization as long as he does not have any involvement with or responsibility concerning charitable trust funds.

- Z. For five years following the date of Dogs 4 Warriors' dissolution, Andrew Slezak shall not participate in solicitations in the State of Ohio for any charitable purpose or on behalf of any charitable organization. Solicitations conducted as a volunteer, officer, trustee, employee, representative, agent, or professional solicitor (as defined in R.C. 1716.01(J)) of an organization all fall within the scope of this prohibition, as well as solicitations conducted as a person employed or otherwise engaged by a professional solicitor.
- AA. The Defendants agree that this Agreement is made in lieu of prosecution of a civil action based upon the findings set forth herein.
- BB. The Defendants agree that any evidence of a violation of this Agreement shall be *prima facie* evidence of a violation of Chapter 1716 of the Ohio Revised Code and any rule adopted thereunder in any subsequent action or proceeding brought by the Attorney General, as provided in R.C. §1716.16(C).
- CC. The Defendants agree that any matter closed by the acceptance of this Agreement may be reopened at any time by the Attorney General for further proceedings in the public interest based upon any violation of the terms of this Agreement or upon the discovery of evidence not known by the parties hereto at the time of signing. The Defendants further agree that nothing in this Agreement is intended in any way to limit the Attorney General's authority to investigate the charitable trust and solicitation activities of the Defendants pursuant to R.C. Chapter 1716 or 109.23 or common law.

V. RETENTION OF JURISDICTION

DD. This Court shall retain jurisdiction of this action for the purpose of enforcing this Agreement.

VI. ACKNOWLEDGMENTS

EE. The Defendants acknowledge that they have been given an opportunity to seek and be advised by legal counsel as to the meaning and effect of each provision of this Agreement and that they have elected of their own free will and accord to enter into this Agreement.

FF. The parties hereby agree that this Agreement is binding upon the heirs, successors, and assignees of all parties hereto and that this Agreement constitutes the entire agreement and understanding of the parties.

GG. This Agreement may be signed in counterparts which, when taken together, will constitute a single integrated document. Signed copies of the Agreement sent by fax or email will be considered to be the same as original signed versions.

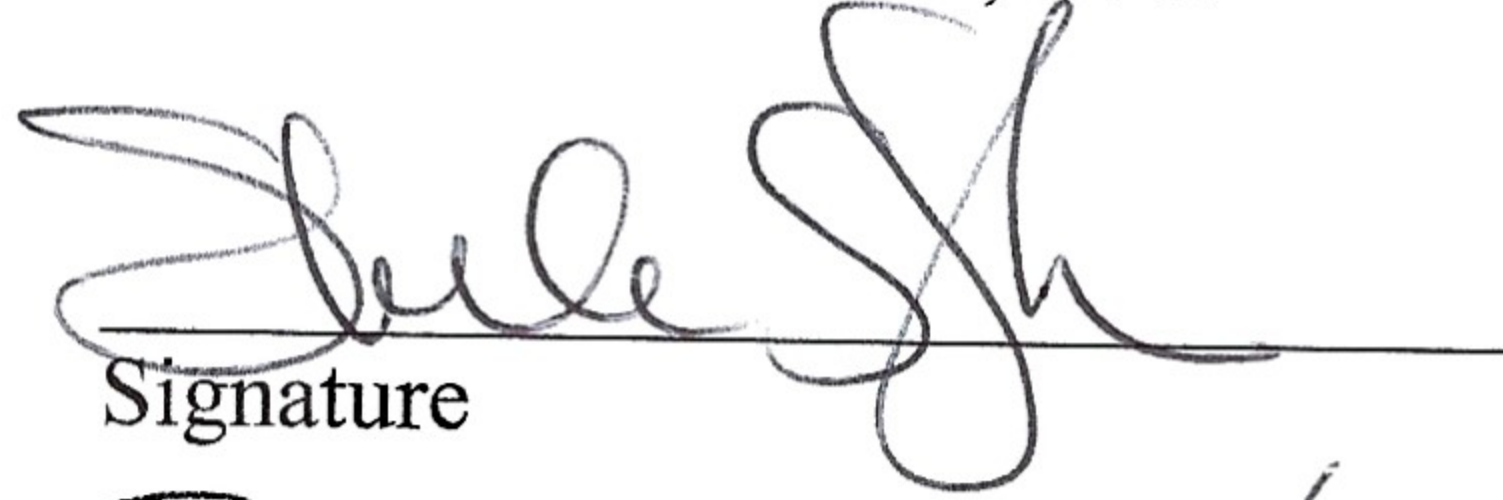
HH. This Agreement shall be effective upon execution by a duly authorized representative of the Attorney General. Each Defendant signing this Agreement understands and agrees that he or she shall be bound by all of the Agreement's terms regardless of whether any other Defendant, board member, officer, or volunteer assents to or complies with the same terms

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CERTIFICATION

Each individual signing below represents that the individual is authorized and directed to sign this Agreement on behalf of the party represented and further represents that he or she has the requisite authority to bind the party on behalf of whom the individual is signing.

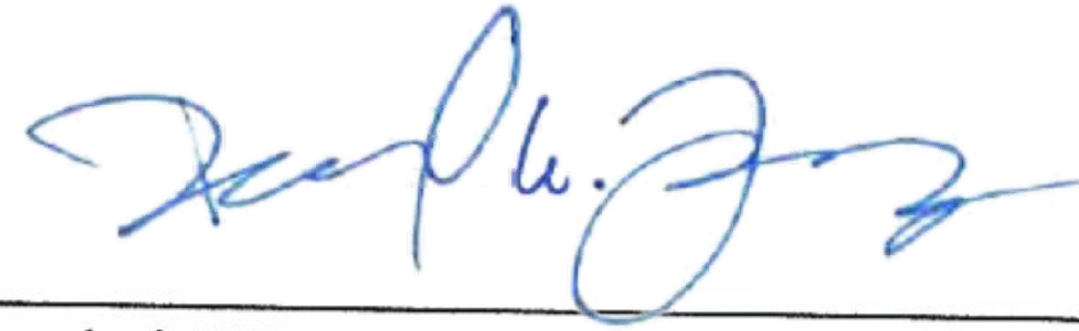
DOGS 4 WARRIORS, INC.


Signature

SHEILA SLEZAK / CEO?
Print Name/Title

5-21-2021
Date

DAVE YOST
OHIO ATTORNEY GENERAL



Daniel W. Fausey
Section Chief, Charitable Law Section

05/21/21

Date

SHEILA SLEZAK, in her personal capacity


Signature

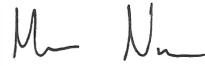
5-21-2021
Date

ANDREW SLEZAK, in his personal capacity


Signature

5-21-2021
Date

Respectfully Submitted,



Thaddius A. Townsend (0089197)

Assoc. Assist. Attorney General

Megan N. Nelson (0100134)

Assist. Attorney General

Ohio Attorney General's Office

Charitable Law Section

30 E. Broad Street, 25th Fl.

Columbus, Ohio 43215

Phone: 614-466-3181

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Attorney for Plaintiff,

Ohio Attorney General Dave Yost