



SETTLEMENT AGREEMENT

A. This SETTLEMENT AGREEMENT is made by and between the Greater Cleveland Football Foundation ("GCFF"), located at 11860 Ridgecliff Circle, Strongsville, OH 44136, and the Ohio Attorney General ("Attorney General") for the purpose of resolving issues regarding GCFF's charitable bingo operations. Together, the Attorney General and GCFF are referred to herein as "the Parties." The Parties recognize and acknowledge that:

1. The Attorney General is responsible for the administration and enforcement of Ohio Revised Code (O.R.C.) Chapter 2915 ("Chapter 2915"), and the administrative rules adopted thereunder, which regulate the conduct of charitable bingo in the State of Ohio.
2. The Attorney General has authority to refuse to grant a bingo license to a charitable organization, may revoke or suspend a charitable organization's license, or may place limits, restrictions, or probationary conditions on the charitable organization's license for a limited or indefinite period.
3. On December 3, 2025, GCFF submitted an application for a Type I Bingo license.
4. GCFF identified the address of "5771 Pearl Road, Parma, OH 44129" as the location where it intended to conduct Type I traditional bingo.
5. On June 2, 2026, the Attorney General's Office issued to GCFF a Type I bingo license for it to conduct Type I traditional bingo at 5771 Pearl Road, Parma, OH 44129 every Friday from 6:30 p.m. to 9:30 p.m.
6. 5771 Pearl Road, Parma, OH 44129 is the address where the Rustic Pub & Grille ("Rustic Pub") is located.
7. Rustic Pub operates as the business of BAK Mentor, Inc. BAK Mentor, Inc. is registered with the Ohio Secretary of State's office as a corporation for profit. It is not registered with the Attorney General's Office as a charitable organization and does not have a bingo license issued by that office pursuant to Revised Code Section 2915.08.
8. GCFF and Rustic Pub have not entered a lease of Rustic Pub's premises for the purpose of conducting Type I bingo.
9. Rustic Pub advertised GCFF's bingo sessions on its Facebook page.

10. Rustic Pub provided bingo game operators, concessions or concession operators, and/or other types of services during GCFF's bingo sessions.

B. Based on the foregoing, the Attorney General's Office issued to the Greater Cleveland Football Foundation a Notice of Intent ("NOI") to revoke or suspend GCFF's Type I Bingo License based on the following reasons:

1. Revised Code Section 2915.07 prohibits any "person, except a charitable organization that has obtained a license pursuant to section 2915.08 of the Revised Code," from conducting or advertising bingo. In violation of this provision, Rustic Pub advertised GCFF's Type I bingo sessions on its Facebook page.
2. Revised Code Section 2915.09(B)(1) requires a charitable organization that conducts Type I bingo on premises other than one it owns to enter a lease of those premises with a person other than a charitable organization. In violation of this provision, GCFF failed to enter a lease with Rustic Pub to conduct Type I bingo.
3. Revised Code Section 2915.09(B)(1) prohibits the provider of premises where a charitable organization conducts Type I bingo from providing the charitable organization "bingo game operators, security personnel, concessions or concession operators, bingo supplies, or any other type of service." In violation of this provision, Rustic Pub provided bingo game operators, concessions or concession operators, and/or other types of service during GCFF's Type I bingo sessions.
4. Revised Code Section 2915.08(F)(2)(e) authorizes the Attorney General to deny a bingo license if it "has good cause to believe that the organization will not conduct bingo in accordance with sections 2915.07 to 2915.15 of the Revised Code or with any rule adopted by the attorney general pursuant to this chapter." In view of the foregoing circumstances, the Attorney General has good cause to believe that GCFF will not conduct Type I bingo in accordance with Revised Code Sections 2915.07 to 2915.15 or with any rule it has adopted.

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

1. GCFF agrees to immediately resign, and the Attorney General shall cancel, GCFF's Type I bingo license to conduct Type I traditional bingo at the Rustic Pub located at 5771 Pearl Road, Parma, OH 44129. By executing this Settlement Agreement, GCFF also agrees that it shall serve as a withdrawal of its Request for Hearing on the NOI. The Attorney General acknowledges that the actions described in this Settlement Agreement shall not affect any other bingo license it has issued to GCFF;

2. GCFF agrees to pay a civil penalty of **\$2,500** (two thousand, five hundred dollars and no cents). This payment shall be made exclusively from GCFF's general operating account;
3. Upon execution of this Settlement Agreement, GCFF shall pay the **\$2,500** (two thousand, five hundred dollars and no cents) civil penalty 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: Greater Cleveland Football Foundation

The civil penalty amount 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;

4. The Attorney General has sole authority to determine whether GCFF has fully complied with this Settlement Agreement. Should the Attorney General determine that GCFF has failed to comply with this Settlement Agreement, GCFF shall be subject to the penalties included in Revised Code Chapter 2915 and any rules adopted thereunder;
5. If GCFF 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, GCFF 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 & 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;
6. GCFF 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 GCFF's charitable gaming operations;
7. GCFF agrees to comply with the requirements of Revised Code Chapter 2915 and any rules adopted thereunder;
8. GCFF agrees to comply with the requirements of Revised Code Chapter 1716 (the Ohio Charitable Organizations Act), and any rules adopted thereunder;

9. GCFF agrees to comply with the requirements of Revised Code Sections 109.23 *et. seq.* (the Charitable Trust Act), and any rules adopted thereunder;
10. GCFF agrees that if it fails to comply with the requirements in Paragraphs 1 through 9 above, such actions could result in rejection of its license or the Attorney General pursuing other corrective action as provided in Revised Code Chapter 2915 or the rules adopted thereunder. The Attorney General agrees that it will not use the actions described in this Settlement Agreement as a basis to find GCFF in violation of the Settlement Agreement the parties entered on or about November 26, 2025 ("2025 Settlement Agreement"). However, if GCFF commits future violations of law, those actions as well as the actions described in this Settlement Agreement may serve as a basis to find GCFF in violation of the 2025 Settlement Agreement;
11. The Attorney General will not consider the facts giving rise to this agreement when issuing charitable bingo licenses to GCFF in the future unless GCFF 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 GCFF and may revoke, suspend, deny, place limitations or probationary terms on GCFF's Charitable Bingo License or application based on those facts;
12. GCFF agrees that any evidence of a violation of this Settlement Agreement shall be *prima facie* evidence of GCFF's violation of the applicable laws related to charitable gaming, Revised Code Chapters 109, 1716 or 2915, or any administrative rule adopted thereunder, in any subsequent action or proceeding brought by the Attorney General, subject to the limitations stated in the preceding paragraphs;
13. 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 GCFF will discharge the Attorney General from any obligations under the terms of this Settlement Agreement, but will not discharge GCFF from any obligation it has under this Settlement Agreement;
14. By signing this Settlement Agreement, the Attorney General is not waiving any rights he has to conduct further investigations of GCFF and to initiate an action against GCFF for further violations of Revised Code Chapters 109, 1716 or 2915, or any administrative rule adopted thereunder;
15. This Settlement Agreement may be modified in writing with the agreement of both the parties. Whether to permit any modifications to the Settlement Agreement is at the sole discretion of the Attorney General;
16. 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;

17. This Settlement Agreement supersedes any and all prior agreements between the Parties with respect only to the matters described herein and shall not affect any prior Settlement Agreement except as set forth herein; and
18. 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.
19. 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:

Greater Cleveland Football Foundation

 9/23/26
Date

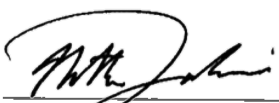
By: Peter C. Miller (Print Name)

Its: President (Organizational Title)

Date

By: _____ (Print Name)

Its: _____ (Organizational Title)

 9/23/26
Date

Matthew L. Jalandoni
Attorney for the Greater Cleveland Football Foundation
Flannery Georgalis, LLC
175 South Third Street, Suite 285
Columbus, Ohio 43215
(614) 324-1329
mjalandoni@flannerygeorgalis.com

OHIO ATTORNEY GENERAL ANDY WILSON

By:  _____ 09/28/26
Daniel W. Fausey _____
Charitable Law Section Chief Date