



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 Greater Cleveland Football Foundation ("GCFF") located at 11860 Ridgecliff Circle, Strongsville, Ohio 44136 and the Attorney General of Ohio ("Attorney General"), for the purpose of resolving issues regarding GCFF's charitable bingo operations. Together, the Attorney General and GCFF 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. GCFF is registered with the Attorney General as required under ORC Sections 1716 and 109.
6. During all relevant times, GCFF held a Type III paper bingo license or temporary permit (#1035-45).

7. On December 30, 2024, GCFF was granted a 2025 paper instant bingo temporary permit.
8. The Attorney General's Office conducted an investigation of GCFF's financial records that revealed questionable expenses paid from GCFF bank account, such as vehicle payments, vehicle insurance payments, and cellular phone bills.
9. From August 26, 2023 through October 28, 2024, questionable expenses totaled \$20,979.11. These expenses included payment of gym membership for \$329.10.

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 bingo license to GCFF within 14 days after execution of this agreement, refund of \$329.10 gym membership by Louis Cirino to GCFF, and payment of a civil fine of **\$5,000**. The Attorney General will not consider the facts giving rise to this SETTLEMENT AGREEMENT when issuing a paper bingo license to GCFF in the future unless GCFF fails to comply with any provision of this SETTLEMENT AGREEMENT. The Attorney General shall also approve any pending applications to add a Type III Instant Bingo Retail Establishment Location previously submitted by GCFF that the Attorney General has not approved during the pendency of this investigation.
- B. Gym membership refund shall be made to Greater Cleveland Football Foundation, and sent to:

11860 Ridgecliff Circle
Strongsville, Ohio 44136
- C. GCFF agrees that Louis Cirino shall be permanently and perpetually enjoined from holding any position as a volunteer, officer, trustee, employee, representative, independent contractor, or agent of GCFF.
- D. GCFF shall pay to the Attorney General's Office, upon execution of this SETTLEMENT AGREEMENT, a Civil Penalty Amount of **\$5,000** (five thousand dollars).
- E. GCFF agrees that the Civil Penalty Amount shall come exclusively from GCFF'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: GCFF Settlement/Charitable Law

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

- F. GCFF agrees that board members, officers, trustees, bingo volunteers shall complete Charitable University no later than February 11, 2026. Participants of Charitable University can complete this requirement by accessing our website at <https://charitable.ohioago.gov/Charitable-University>.
- G. GCFF agrees that all board members board members, officers, trustees, bingo volunteers should also successfully complete Bingo Training no later than February 11, 2026. The individuals completing bingo school shall be those identified on GCFF's most recent bingo license application or as modified. Bingo training will assist you in learning more about the record keeping requirements for your bingo operation. Register for bingo training at <https://charitable.ohioago.gov/Charitable-Bingo/Register-for-Bingo-Training>
- H. If GCFF 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, 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 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.
- I. GCFF agrees that if it fails to comply with requirements in Paragraph A 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.
- J. 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.
- K. GCFF agrees to comply with the requirements of O.R.C. Chapter 2915, and any Ohio Administrative Code rules adopted thereunder.
- L. GCFF 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.
- M. Upon execution of this SETTLEMENT AGREEMENT, GCFF waives its right to any hearings on the above-mentioned findings.

- N. 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, 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.
- O. 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 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.
- P. This SETTLEMENT AGREEMENT is a limit, restriction, or probationary condition on GCFF's 2025 charitable bingo license.
- Q. 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 O.R.C. Chapter 2915, O.R.C. Chapter 1716, or any Ohio Administrative Code rules adopted under any of those code provisions.
- R. This SETTLEMENT AGREEMENT may be modified in writing by the Parties. Modifications are at the sole discretion of the Attorney General.
- S. 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.
- T. This SETTLEMENT AGREEMENT supersedes any and all prior agreements between the Parties.
- U. 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:

GCFF

Peter C. Miller

11/26/25
Date

By: Peter Miller Peter C. Miller (Print Name)

Its: Board President (Organizational Title)

Matthew L. Jalandoni

11/26/25

Attorney Matthew L. Jalandoni (#0087074)

Date

Flannery | Georgalis, LLC

175 South Third Street, Suite 1060

Columbus, Ohio 43215

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mjalandoni@flannerygeorgalis.com

OHIO ATTORNEY GENERAL, DAVE YOST

By: Daniel Fausey
Daniel Fausey
Section Chief, Charitable Law Section

12/08/25

Date