

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter "Agreement") is entered into by and between the Indiana Horse Racing Commission Staff (hereinafter "Commission Staff") and Bobby Brower (hereinafter "Brower"). Collectively, the Commission Staff and Brower shall be referenced to as "the Parties." This Settlement Agreement is entered into subject to both the review and approval of the Commission.

RECITALS

1. The Indiana Horse Racing Commission ("IHRC") is the administrative agency in the State of Indiana that regulates horse racing pursuant to provisions of the Indiana Code, Title 4, Article 31.
2. On or about August 18, 2016, and at all times relevant to this Settlement Agreement, Bobby Brower was a licensed as a Standardbred owner/ trainer/driver by the IHRC.
3. On November 14, 2016, the Commission Staff filed an Administrative Complaint against Brower. Brower timely answered said Complaint and following a ruling by the IHRC of March 14, 2017, was suspended.
4. The Administrative Complaint has as its basis allegations that Brower violated 71 IAC 5-1-14(b)(9), IC 4-31-6-6(b)(9), 71 IAC 5-1-14(b)(10), IC 4-31-6-6(b)(10), 71 IAC 5-1-14(b)(16), IC 4-31-6-6(b)(15), 71 IAC 5-3-3(a)(5), 71 IAC 5-3-3(a)(27), 71 IAC 5-3-3(a)(18).
5. Brower wishes to settle all alleged violations in order to avoid the expense, distraction and uncertainties associated with further litigation.
6. The Commission's Executive Director, given Brower's willingness to enter into this agreement, subject to the Commission's review and approval, is executing this Agreement to resolve all outstanding alleged violations and this agreement is entered into in reliance upon the good faith of the parties herein.
7. Now, in full and complete resolution of any and all further administrative proceedings involving the allegations as to Brower, the Commission Staff and Brower agree to the terms and conditions set forth in this Agreement.
8. Now, in full and complete resolution of any and all further administrative proceedings involving Brower relative to the allegations set forth in the Administrative Complaint of November 14, 2016, the Commission Staff and Brower agree to the terms set forth herein.

AGREEMENT

9. NOW, THEREFORE, in consideration of the foregoing and the promises and covenants to be performed as set forth herein, the Parties agree as follows:
10. Brower concedes that the Indiana Horse Racing Commission Staff has sufficient evidence to provide by a preponderance of the evidence that he has committed one or more of said violations.
11. As a penalty for the referenced violations, Brower has agreed to a four (4) year suspension, effective retroactively from March 7, 2017 through and including March 7, 2021.
12. Brower further agrees that he will not seek licensure from the Indiana Horse Racing Commission for a period of seven (7) years after the end of his suspension reference in Paragraph 11. The Agreement in this paragraph is NOT a penalty, suspension or revocation imposed by the Indiana Horse Racing Commission. It is a voluntary undertaking by Brower.
13. It is agreed that Brower shall pay no monetary fine or penalty.
14. Mr. Brower agrees to dismiss with prejudice and/or withdraw all related pending legal and administrative proceedings and release all claims and potential claims against the Commission, the Commission Staff and/or its current or former representatives, agents and/or employees relating to the Commission action that is the subject of this Settlement Agreement. Mr. Brower specifically agrees to release and forever discharge any claims and/or complaints against the Commission, the Commission Staff and/or its current or former representatives agents and/or employees and/or the Judges arising from, relating to, or in any way connected with or in any way related to the issues associated with the Commission Staff's initiation and/or pursuit of the underlying disciplinary action against Mr. Brower.
15. Should Brower breach this Agreement, this Agreement shall be deemed void, and the Commission Staff may commence proceedings related to the alleged violations as though the Agreement never existed.
16. The Commission will enter a ruling consistent with the Agreement that will make clear that the penalty/sanction set forth in rhetorical paragraph eleven (11) of the Agreement is the only and total penalty/sanction for the alleged violations referenced in this Settlement Agreement. It is the intent of the Parties that this Agreement not be interpreted as imposing any other sanction or penalty other than that set forth in rhetorical paragraph eleven (11) herein.

17. The Parties agree that this Agreement shall be interpreted, enforced, and governed by the laws of the State of Indiana.
18. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, fully enforceable counterpart of all purposes, but all of which constitute one and the same instrument.
19. Brower represents that he has carefully read and reviewed the foregoing Agreement, acknowledges its contents, has had the right to consult with his own counsel, and agrees to be bound by its terms. Brower acknowledges that he has voluntarily entered into this Agreement as of the date and year herein set forth.

IN WITNESS HEREOF, the Parties have executed this Agreement on the dates listed below.

I swear, under penalties for perjury, that the foregoing representations that have been made by me are true and correct.

4/29/18
Date

Bobby Brower
Bobby Brower

Witnessed and Approved:

Peter J. Sacopolus
Peter J. Sacopolus, Counsel for Bobby Brower

On Behalf of the Indiana Horse Racing Commission

4/30/18
Date

Michael Smith
Michael Smith, Executive Director

Approved As To Form:

Holly Newell
Holly Newell, Deputy General Counsel