

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into between the Indiana Horse Racing Commission ("Commission"), by Deena Pitman, Executive Director of the Indiana Horse Racing Commission Staff ("Commission Staff") and Dr. Ross Russell ("Dr. Russell"), a licensee subject to regulation by the Commission. Collectively, the Commission Staff and Dr. Russell shall be referred to herein as "the Parties." This Agreement is subject to 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 May 5, 2014, and at all times relevant to this Settlement Agreement, Dr. Ross Russell was licensed as a practicing veterinarian with the IHRC.
3. As a practicing veterinarian licensed by the IHRC, Dr. Russell was subject to IHRC rules and regulations.
4. As a licensee, Dr. Russell (both individually and as an agent, owner and/or representative of Russell Equine Sports Medicine, LLC ("RESM")) was required to be knowledgeable of all IHRC rules and regulations.
5. 71 IAC 8.5-4 *et seq.* regulates veterinarians practicing on IHRC regulated grounds.
6. On October 23, 2014, the Commission Staff, through its then-Executive Director Joe Gorajec, issued Administrative Complaint 214003, charging Russell with violations of certain provisions of 71 IAC 8.5-4 *et seq.* The case was subsequently assigned to Administrative Law Judge Bernard Pylitt at the request of the Commission. The matter was scheduled for a four-day hearing from December 1-4, 2015.
7. The Administrative Complaint specifically alleged the following violations:
 - a. Dr. Russell violated 71 IAC 5.5-1-28 "Cooperation with Investigations";
 - b. Dr. Russell violated 71 IAC 5.5-1-29 "Reporting known or suspected irregularities and rule violations";
 - c. Dr. Russell violated 71 IAC 8.5-1-1.5 "Medication";
 - d. Dr. Russell violated 71 IAC 8.5-1-2 "Foreign substances prohibited";
 - e. Dr. Russell violated 71 IAC 8.5-4-2 "Prohibited acts";
 - f. Dr. Russell violated 71 IAC 8.5-4-5 "Records of treatment";

- g. Dr. Russell violated 71 IAC 8.5-4-12 "Contact with entered horses"; and
- h. Dr. Russell violated 71 IAC 8.5-5-2 "Prohibited practices".

8. The parties now have reached a resolution of the claims at issue in this dispute.

9. Now, in full and complete resolution of any and all further administrative proceedings involving Dr. Russell relative to Administrative Complaint 214003 and the violations referenced above, the Commission Staff and Dr. Russell agree to the terms and conditions set forth in this Agreement.

AGREEMENT

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. Dr. Russell has acknowledged violations of various provisions of 71 IAC 8.5-4 *et seq.*, including:

- a. Dr. Russell violated 71 IAC 5.5-1-28 "Cooperation with Investigations";
- b. Dr. Russell violated 71 IAC 5.5-1-29 "Reporting known or suspected irregularities and rule violations";
- c. Dr. Russell violated 71 IAC 8.5-1-1.5 "Medication";
- d. Dr. Russell violated 71 IAC 8.5-1-2 "Foreign substances prohibited";
- e. Dr. Russell violated 71 IAC 8.5-4-2 "Prohibited acts";
- f. Dr. Russell violated 71 IAC 8.5-4-5 "Records of treatment";
- g. Dr. Russell violated 71 IAC 8.5-4-12 "Contact with entered horses"; and
- h. Dr. Russell violated 71 IAC 8.5-5-2 "Prohibited practices".
- i.

11. This agreement does not cover any violations that may be discovered that are not referenced in Administrative Complaint No. 214003.

12. Dr. Russell agrees to dismiss with prejudice and/or withdraw all related pending legal and administrative proceedings, and outstanding public records requests (made by Dr. Russell and/or his counsel), 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. Dr. Russell 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 employers and/or the Stewards 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 Dr. Russell.

13. From September 20, 2014 through October 23, 2014, Dr. Russell's IHRC license was summarily suspended. The summary suspension was lifted on October 23, 2014.
14. Since October 23, 2014, Dr. Russell has been excluded from all tracks and satellite wagering facilities under the jurisdiction of Indiana Horse Racing Commission.
15. As a result of the disciplinary matter that was the subject of the underlying proceeding, Dr. Russell agrees to a nine (9) year suspension from participating in pari-mutuel racing in Indiana, effective September 20, 2014 to and including September 20, 2023.
16. Russell agrees that he will not seek licensure from the Indiana Horse Racing Commission for an additional three (3) years, from September 21, 2023 to and including September 21, 2026.
17. Dr. Russell acknowledges that this Agreement is not a guarantee of future licensure.
18. Dr. Russell agrees to pay a \$12,000.00 fine pursuant to Commission regulations
19. The Parties specifically agree that the suspension shall be governed by applicable Indiana regulations, including but not limited to 71 IAC 10-2-8, and 71 IAC 5.5-3-3(a)(9) and any failure to comply with those rules is subject to enforcement by the Stewards and/or the Commission.
20. Commission Staff agrees to make a recommendation to the Indiana Board of Veterinary Medical Examiners that it take no disciplinary action relative to Dr. Russell's veterinary license with respect to the violations referenced above.
21. Dr. Russell and Commission Staff acknowledge that this Agreement is subject to the approval of the Indiana Horse Racing Commission.
22. The Commission will enter a ruling consistent with this Agreement which will make clear that the sanctions set forth in Paragraphs 15, 16, 17 and 18 are the total sanctions for the violation referenced in this Settlement Agreement.
23. Any waiver of any provision of this Agreement must be in writing and must be approved by the Commission or the Commission Staff. No waiver of any provision of this Agreement shall constitute either a waiver of any provision hereof (whether or not similar) or a continuing waiver.
24. The Parties agree that this Agreement shall be interpreted, enforced, and governed by the laws of the State of Indiana.
25. 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.

26. Dr. Russell 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 Russell to be bound by its terms. Dr. Russell acknowledges that she 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.

11/6/15
Date

Ross Russell
Dr. Ross Russell

11/6/15
Date

Pete Sadeputon
Pete Sadeputon, Attorney for Ross Russell

Witnessed and Approved:

ON BEHALF OF THE INDIANA HORSE RACING COMMISSION:

_____ Date

_____ Deena Pitman, Executive Director

Approved as to form:

_____ Holly Newell, Deputy General Counsel

26. Dr. Russell 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 Russell to be bound by its terms. Dr. Russell acknowledges that she 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.

Date Dr. Ross Russell

Date Pete Sacopulos, Attorney for Ross Russell

Witnessed and Approved:

ON BEHALF OF THE INDIANA HORSE RACING COMMISSION:

11-9-15 _____
Date Deena Pitman, Executive Director

Approved as to form:

Holly Newell
Holly Newell, Deputy General Counsel