

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

Docket No. 217-2023-CV-00565

WIN WIN WIN, LLC, d/b/a “CONCORD CASINO”
and
ANTHONY M. SANBORN

v.

NEW HAMPSHIRE LOTTERY COMMISSION
and
DEBRA DOUGLAS, in her official capacity as
Chairwoman of the New Hampshire Lottery Commission

**DECLARATION OF ZACHARY R. HAFER IN SUPPORT OF
PLAINTIFFS’ EMERGENCY *EX PARTE* MOTION FOR INJUNCTIVE RELIEF**

I, Zachary R. Hafer, declare as follows:

1. I am attorney licensed to practice law and in good standing with the Bars of the States of New York and Massachusetts. I am a partner at the law firm of Cooley LLP, which is counsel for Anthony M. Sanborn and Win Win Win, LLC (together, “Plaintiffs”), in this action. I respectfully submit this declaration in support of Plaintiffs’ Emergency *Ex Parte* Motion for Injunctive Relief. The facts set forth below are based on my personal knowledge and, if called as a witness, I could and would competently testify thereto.

2. On August 30, 2023, the New Hampshire Attorney General (“AG”) sent a letter to Charlie McIntyre, the Executive Director of the New Hampshire Lottery Commission (“NHLC”), regarding Plaintiffs’ suitability to be associated with charitable gaming in New Hampshire. This letter was attached to the August 31, 2023 press release described below. A true and correct copy of the August 30, 2023 letter is attached hereto as **Exhibit A**.

3. On August 31, 2023, the AG issued a press release entitled “Attorney General Finds Concord Casino Owner Not Suitable to be Associated with Charitable Gaming in New Hampshire.” A true and correct copy of the August 31, 2023 press release is attached hereto as **Exhibit B**.

4. On August 31, 2023, NHLC sent a letter with the subject line “Notice of Administrative Action; Docket No. Lot 23-018” to Mr. Sanborn. The letter enclosed “Proposed Findings of Fact and Conclusions of Law” relating to an administrative action captioned *In the Matter of: Win Win Win, LLC d/b/a Concord Casino*, Docket No. Lot 23-108 (the “Administrative Action”). A true and correct copy of the August 31, 2023 letter and its enclosure is attached hereto as **Exhibit C**.

5. On September 18, 2023, NHLC sent a letter to Mr. Sanborn enclosing a Notice of Administrative Hearing, which stated that an adjudicatory hearing had been scheduled for October 3, 2023 in the Administrative Action. A true and correct copy of the September 18, 2023 letter and its enclosure is attached hereto as **Exhibit D**.

6. On September 19, 2023, I emailed NHLC Chief Compliance Officer John Conforti and requested a call to discuss the Administrative Action. The following day, Mr. Conforti informed me that Assistant Attorney General Mark Dell’Orfano (the “AAG”) was representing the NHLC Compliance Division in the Administrative Action and added him to the email thread. A true and correct copy of this email thread is attached hereto as **Exhibit E**.

7. On September 20, 2023, I had a phone conversation with the AAG in which I conveyed Plaintiffs’ need for additional time to prepare for the adjudicatory hearing and requested that the hearing be postponed until December 3, 2023. During this call, the AAG indicated that

he did not believe there was any need to delay the hearing because NHLC intended to introduce a minimal number of exhibits and did not plan to call any witnesses.

8. On September 21, 2023, the AAG sent me an email in which he stated that the NHLC Compliance Division would not assent to Plaintiffs' requested postponement and that he had been instructed to oppose any motion to continue the hearing. The email also stated that a pre-hearing conference would be held the following day at 10:00am and attached a copy of a NHLC Pre-Hearing Conference Order dated September 15, 2023. A true and correct copy of the September 21, 2023 email and its attachment is attached hereto as **Exhibit F**.

9. On September 22, 2023, I appeared, along with my colleague Adam Katz, on behalf of Plaintiffs at the pre-hearing conference, which was also attended by NHLC Chair Debra Douglas ("Chair Douglas"), her assistant Kelly Crockett, the AAG, and Mr. Conforti. With the parties' permission, Ms. Crockett created an audio recording of the pre-hearing conference proceedings. Thereafter, at the direction of Cooley LLP, TransPerfect Legal Solutions prepared a certified transcription of the September 22, 2023 pre-hearing conference audio recording. A true and correct copy of the September 22, 2023 pre-hearing conference transcript is attached hereto as **Exhibit G**. (As described below, the AAG initially attempted to prevent Plaintiffs from obtaining the audio recordings from the September 22, 2023 pre-hearing conference and a subsequent September 27, 2023 pre-hearing conference, which required Plaintiffs to file a motion to obtain the recordings.)

10. Before the September 22, 2023 pre-hearing conference began, the AAG informed Mr. Katz and myself that no witnesses had been interviewed in connection with NHLC's investigation.

11. Chair Douglas did not issue an order regarding Plaintiffs' postponement request at the September 22, 2023 pre-hearing conference and instead instructed the parties to return for another pre-hearing conference on September 27, 2023.

12. Following the conclusion of the September 22, 2023 pre-hearing conference, after the parties had gone off the record, the AAG handed me a thumb drive containing dozens of documents totaling thousands of pages, including a "Suitability Report," dated March 13, 2023, relating to Plaintiffs' suitability to be associated with gaming in New Hampshire. An "Audit Report" relating to Plaintiffs' finances was attached as Exhibit 9 to the Suitability Report. A true and correct copy of the March 13, 2023 Suitability Report and its attachments is attached hereto as **Exhibit H**.

13. The AAG informed me that there were "bigger fights coming" and that NHLC's case was "airtight." Among other things, he referred to a finding in the Suitability Report's that Plaintiffs only had access to "\$917.56" in operating funding at the time they first received the EIDL funds.

14. Over the next several days, my team and I conducted a preliminary review of the documents contained on the thumb drive provided by the AAG, including the 260-page Suitability Report. We also located and had a preliminary discussion with the third-party consultant who prepared Mr. Sanborn's Economic Injury Disaster Loan ("EIDL") application.

15. On September 25, 2023, Plaintiffs sent the AAG a letter setting forth their First Set of Discovery Requests. A true and correct copy of the September 25, 2023 letter is attached hereto as **Exhibit I**.

16. On September 27, 2023, my team and I held a preliminary meeting with Plaintiffs' forensic accountants, who indicated that it would take approximately six weeks to complete a forensic audit.

17. During that preliminary meeting, the forensic accountants stated, with the caveat that their review was ongoing, that they had identified several potential inaccuracies in the Suitability Report relating to the amount of operating funds available to Plaintiffs at the time they first received the EIDL funds.

18. First, the Suitability Report states that "the operating account" for Win Win Win, LLC "held a total of \$917.56 before receiving the first installment of [EIDL funds] on January 4, 2022," and that the account with "\$917.56" that received the EIDL funds ended in "7064." But it appeared that the \$917.56 balance and EIDL funds related to an account ending in 3544. More importantly, it appeared that, at the time the EIDL funds came in, Win Win Win, LLC had access to around \$150,000 in operating funds.

19. Second, the Suitability Report referred to Win Win Win, LLC having a "negative cash flow ... over the past two years." But, it appeared that while Win Win Win, LLC incurred a loss in 2022, it had earned approximately \$160,000 in profits in 2021. The forensic accounts also noted that it appeared that Mr. Sanborn had not taken any draw in 2021.

20. On September 27, 2023, the AAG sent an email attaching a "[Proposed] Pre-Hearing Order." A true and correct copy of the September 27, 2023 email and its attachment is attached hereto as **Exhibit J**.

21. On September 27, 2023, Mr. Katz and I appeared on behalf of Plaintiffs at a second pre-hearing conference, which was also attended Chair Douglas, Ms. Kelly Crockett, the AAG, and Mr. Conforti. With the parties' permission, Ms. Crockett created an audio recording of the

pre-hearing conference proceedings. Thereafter, at the direction of Cooley LLP, TransPerfect Legal Solutions prepared a certified transcription of the September 27, 2023 pre-hearing conference audio recording. A true and correct copy of the September 27, 2023 pre-hearing conference transcript is attached hereto as **Exhibit K**. (As noted above and described below, the AAG initially attempted to prevent Plaintiffs from obtaining the audio recordings from the September 22, 2023 and September 27, 2023 pre-hearing conferences.)

22. On September 28, 2023, Chair Douglas issued a Pre-Hearing Order in the Administrative Action postponing the adjudicatory hearing from October 3, 2023 to October 13, 2023 and ordering the parties to submit briefs on the issue of whether the NHLC must hold a hearing to revoke Plaintiffs' license. A true and correct copy of the September 28, 2023 Pre-Hearing Order is attached hereto as **Exhibit L**.

23. Between September 28 and October 3, 2023, the AAG stated repeatedly in email exchanges with myself and my co-counsel Mark Knights that he would not assent to Plaintiffs' request to obtain the audio recordings from the September 22 and 27, 2023 pre-hearing conferences. A true and correct copy of this email thread is attached hereto as **Exhibit M**.

24. On October 3, 2023, Plaintiffs filed a Motion for Recordings of Pre-Hearing Conferences. A true and correct copy of the October 3, 2023 Motion is attached hereto as **Exhibit N**.

25. On October 5, 2023, Chair Douglas issued an Order granting Plaintiffs' Motion for Recordings. A true and correct copy of the October 5, 2023 Order is attached hereto as **Exhibit O**.

26. On October 5, 2023, Plaintiffs filed a Motion to Postpone Hearing. A true and correct copy of the October 5, 2023 Motion is attached hereto as **Exhibit P**. That same day,

Plaintiffs filed a Brief Regarding Plaintiffs' Right to a Hearing in the Administrative Action. A true and correct copy of the October 5, 2023 Brief is attached hereto as **Exhibit Q**.

27. On October 6, 2023, the Presiding Officer issued an Amended Notice of Administrative Hearing, which stated that the adjudicatory hearing would take place on October 13, 2023. A true and correct copy of the October 6, 2023 Amended Notice is attached hereto as **Exhibit R**.

28. On October 7, 2023, the AAG filed a Pre-Hearing Disclosure of Witnesses and Exhibits. A true and correct copy of the AAG's October 7, 2023 Pre-Hearing Disclosure of Witnesses and Exhibits is attached hereto as **Exhibit S**.

29. On October 8, 2023, the AAG emailed Mr. Knights and asked if he was authorized to accept subpoenas on behalf of Mr. Sanborn and his wife, Laurie Sanborn. The following day, Mr. Knights responded in the affirmative. A true and correct copy of this email exchange is attached hereto as **Exhibit T**.

30. On October 8, 2023, Plaintiffs sent a letter to the AAG setting forth Plaintiffs' Second Set of Discovery Requests. A true and correct copy of the October 8, 2023 discovery letter is attached hereto as **Exhibit U**. That same day, Plaintiffs sent a separate letter to the AAG regarding his apparent intention, based on the information contained in his Pre-Hearing Disclosure of Witnesses and Exhibits, to introduce and rely on certain materials, the disclosure of which is prohibited by law, at the adjudicatory hearing (the "Prohibited Materials"). A true and correct copy of the October 8, 2023 Prohibited Materials letter is attached hereto as **Exhibit V**.

31. On October 8, 2023, Plaintiffs filed a Notice of Potential Conflict relating to Chair Douglas. A true and correct copy of the October 8, 2023 Notice is attached hereto as **Exhibit W**.

32. On October 9, 2023, Plaintiffs filed a Motion to Recuse the Presiding Officer. A true and correct copy of the October 9, 2023 Motion is attached hereto as **Exhibit X**.

33. On October 9, 2023, the AAG filed a First Amended Pre-Hearing Disclosure of Witnesses and Exhibits, which removed all references to the Prohibited Materials. A true and correct copy of the AAG's October 9, 2023 Amended Pre-Hearing Disclosure of Witnesses and Exhibits is attached hereto as **Exhibit Y**.

34. On October 10, 2023, the AAG sent an email to Mr. Knights stating that he no longer planned to issue subpoenas to Mr. or Ms. Sanborn. *See* Exhibit T.

35. On October 10, 2023, Plaintiffs sent the AAG a letter requesting information, documents, and communications pertaining to the AAG's receipt and disclosure of the Prohibited Materials. A true and correct copy of the October 10, 2023 letter is attached hereto as **Exhibit Z**.

36. As of the date of this filing, many issues that are critical to Plaintiffs' defense remain outstanding. By way of example, Plaintiffs have not yet had the opportunity to speak with or evaluate potential witnesses, and the AAG has not yet responded to any of Plaintiffs' discovery requests—despite repeated follow-up. Nor has the AAG responded to Plaintiffs' letters regarding the AAG's receipt and disclosure of the Prohibited Materials.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 11th day of October
in Boston, Massachusetts.

/s/ Zachary R. Hafer
Zachary R. Hafer

Exhibit A

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOHN M. FORMELLA
ATTORNEY GENERAL



JAMES T. BOFFETTI
DEPUTY ATTORNEY GENERAL

August 30, 2023

TRANSMITTED VIA INTEROFFICE MAIL

New Hampshire Lottery Commission
Attn: Charlie McIntyre, Executive Director
14 Integra Dr.
Concord, NH 03301

Re: Five-Year Suitability Determination: Win Win Win, LLC, d/b/a “Concord Casino” (FAC-00074 and GOE-00079).

Dear Director McIntyre:

I am writing to you per my statutory duty to confer and determine with the New Hampshire Lottery Commission (the “Lottery Commission”) whether Win Win Win, LLC, d/b/a “Concord Casino” (FAC-00074 and GOE-00079) (the “Licensee”) and its owner, Anthony M. “Andy” Sanborn (“Mr. Sanborn”) are each suitable to be associated with charitable gaming in New Hampshire. *See* RSA 287-D:11, III(a) (Supp. 2022) (“[t]he attorney general and the lottery commission shall confer and determine, if [...] such person is suitable to be associated with charitable gaming in New Hampshire”).

After reviewing the New Hampshire Lottery Investigation and Compliance Division’s suitability report for the Licensee and Mr. Sanborn dated March 13, 2023 (the “I&C Suitability Report”) and the results of an independent suitability review conducted by the Civil Law Bureau (the “Civil Bureau”), it is my determination that neither the Licensee nor Mr. Sanborn is suitable to be associated with charitable gaming in New Hampshire.

After receiving the I&C Suitability Report, I directed the Civil Bureau to conduct an independent suitability review of the Licensee and Mr. Sanborn, which included investigations of (i) the Licensee’s background, regulatory history, public records, proffered financial information, including reports from two regulatory audits conducted by the Lottery Commission in 2022 and 2021, and approximately two thousand (2,000) pages of documents voluntarily produced by the Licensee; (ii) the background, business history, qualifications,

and reputation of Mr. Sanborn; and (iii) potential Economic Injury Disaster Loan (“EIDL”) fraud perpetrated by the Licensee and Mr. Sanborn.

The documents that the Civil Bureau obtained and reviewed in the course of its investigation contain evidence indicating Mr. Sanborn’s knowing and willful execution of a scheme and artifice to defraud the United States Small Business Administration (the “SBA”) of EIDL proceeds. Specifically, casinos and charitable gaming entities are ineligible to receive any EIDL funds, yet to avoid this statutory prohibition it appears Mr. Sanborn omitted the Licensee’s registered trade name, “Concord Casino,” from the Licensee’s EIDL application, and falsely identified the Licensee’s primary business activity as “Miscellaneous Services” under NACIS Code: 541618 – “Other Management Consulting Services” on the Licensee’s EIDL application, to unlawfully obtain EIDL proceeds of \$844,000. Without these misrepresentations, the Licensee would have been barred from receiving EIDL federal funds as the charitable gaming business is ineligible for such funds under federal law.

My office also found evidence of a series of monetary transactions using the Licensee’s EIDL proceeds—that appear to be acquired through fraud—to support extravagant personal spending by Mr. Sanborn and his spouse, New Hampshire state representative Laurie Sanborn (“Rep. Sanborn”). Specifically, my office collected and reviewed evidence of Mr. Sanborn’s use of EIDL proceeds to, among other things:

(i) purchase three (3) race cars, totaling \$181,250, including two Porsche 987 Cayman S race cars for Mr. Sanborn’s personal use and an \$80,000 2008 F430 Ferrari as a gift for his spouse, Rep. Laurie Sanborn;

(ii) make purchases of various automotive parts and services for Mr. Sanborn’s race cars, totaling \$45,000;

(iii) make cash distributions to Mr. Sanborn totaling \$183,500, disguised as rent payments to two of the Licensee’s affiliates, which, themselves, are wholly owned and controlled by Mr. Sanborn; and

(iv) purchase engineering and geotechnical services totaling \$28,800 for Mr. Sanborn’s proposed new casino and entertainment complex on Break O Day Drive in Concord, New Hampshire.

I advise you to immediately initiate appropriate administrative proceedings, in accordance with RSA 541-A:30, II, to revoke the Licensee’s facilities license (FAC-00074) and game operator employer license (GOE-00079) on the grounds that the Lottery Commission and the Attorney General have each made a preliminary determination that neither the Licensee nor Mr. Sanborn is suitable to be associated with charitable gaming in New Hampshire.

Charles McIntyre, Executive Director – New Hampshire Lottery Commission
Re: Suitability Determination for Win Win Win, LLC, d/b/a “Concord Casino” (FAC-00074 and GOE-00079).
August 30, 2023 | Page: 3

The legislature has charged us to protect the public and the State’s interests from bad actors, vesting us with the State’s police power to impose the strictest levels of regulation and supervision on all persons associated with charitable gaming in our State. Still, we must keep in mind that our duties to protect and achieve justice for the public also include affording license holders a full measure of fairness and meaningful due process of law.

Sincerely,



John M. Formella
Attorney General

JMF/mwd

Exhibit B

News Release

For Immediate Release

August 31, 2023

Contact:

Michael S. Garrity, Director of Communications
michael.s.garrity@doj.nh.gov | (603) 931-9375

Attorney General Finds Concord Casino Owner Not Suitable to be Associated with Charitable Gaming in New Hampshire

Concord, NH – Attorney General John M. Formella announces that after an investigation he finds Win Win Win, LLC d/b/a "Concord Casino" and its owner, former New Hampshire State Senator Anthony M. "Andy" Sanborn not suitable to be associated with charitable gaming in New Hampshire due to evidence of COVID-19 relief fraud involving Concord Casino's charitable gaming business.

During a periodic, statutorily mandated suitability review of Concord Casino pursuant to RSA 287-D:11, the New Hampshire Department of Justice, together with the New Hampshire Lottery Commission's Investigation and Compliance Division, found compelling evidence of COVID-19 relief fraud, as well as disguised purchases of personal luxury items using COVID-19 relief funds.


The investigation found evidence that Mr. Sanborn fraudulently applied for and received at least one Economic Injury Disaster Loan (EIDL), with loan proceeds of \$844,000. Further, investigators obtained evidence indicating that after receiving those taxpayer dollars, Mr. Sanborn used them to purchase at least three race cars, two Porsche 987 Cayman S racers for his personal use, and a Ferrari F430 challenge racer as a gift for his wife, Representative Laurie Sanborn.

"This case highlights the importance of law enforcement's role in keeping illegal activity out of New Hampshire's charitable gaming industry," said Attorney General Formella. "Our obligation to protect the public demands that we take action against any person who is found to have used their regulated casino to enrich themselves with fraudulently obtained taxpayer funds."

The Attorney General's determination now triggers administrative action by the Lottery Commission that could result in Concord Casino's loss of its facilities license and game operator employer license.

The Attorney General has also made a criminal referral to the United States Attorney's Office – District of New Hampshire. The Attorney General's Criminal Justice Bureau has opened a criminal investigation, including a review by the Public Integrity Unit of the actions of all of the individuals and entities involved.

- [Notice of Administrative Action](#) 
- [Letter to NH Lottery re Five-Year Suitability Determination Win Win Win, LLC, dba Concord Casino](#) 

 Portable Document Format (.pdf). Visit nh.gov for a list of [free .pdf readers](#) for a variety of operating systems.

New Hampshire Department of Justice
33 Capitol Street | Concord, NH | 03301
Telephone: 603-271-3658

Exhibit C



Over \$2 Billion and Counting for our Schools

GOVERNOR Christopher T. Sununu
CHAIRMAN Debra M. Douglas
COMMISSIONER H. Andy Crews
COMMISSIONER Erle B. Pierce
EXECUTIVE DIRECTOR Charles R. McIntyre

August 31, 2023

**TRANSMITTED VIA
ELECTRONIC MAIL (Andy@concordnhcasino.com)
& CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Win Win Win, LLC d/b/a "Concord Casino"
Attn: Anthony M. Sanborn
67 S. Main St.
Concord, NH 03301

Re: Notice of Administrative Action; Docket No. Lot 23-018.

Dear Mr. Sanborn:

After a suitability review of Win Win Win, LLC, d/b/a "Concord Casino" (FAC-00074 and GOE-00079) (the "Licensee") and its owner, Anthony M. "Andy" Sanborn ("Mr. Sanborn"), conducted by the New Hampshire Lottery Commission's Investigation and Compliance Division (the "I&C Division") in coordination with the Civil Law Bureau of the New Hampshire Department of Justice (the "Civil Bureau"), the New Hampshire Lottery Commission (the "Commission") and the Attorney General have determined that neither the Licensee nor Mr. Sanborn is suitable to be associated with charitable gaming in New Hampshire.

During their review, the I&C Division and Civil Bureau found credible evidence that the Licensee and Mr. Sanborn unlawfully obtained an Economic Injury Disaster Loan ("EIDL") from the United States Small Business Administration (the "SBA") in the amount of \$844,000.

Specifically, the Licensee and Mr. Sanborn used false and fraudulent pretenses, representations, and promises to unlawfully apply for and obtain EIDL proceeds, which the Licensee was ineligible to receive under applicable federal law, by omitting the Licensee's registered trade name, "Concord Casino," from the Licensee's EIDL application and falsely identifying the Licensee's primary business activity as "Miscellaneous Services" under NACIS Code: 541618 – "Other Management Consulting Services" on the Licensee's EIDL application.



Live Free or Die

New Hampshire Lottery Commission 14 Integra Drive Concord, New Hampshire 03301
TEL 603.271.3391 FAX 603.271.1160 TDD 1.800.735.2964 www.nhlottery.com

The I&C Division and Civil Bureau also uncovered evidence of a series of monetary transactions carried out by Mr. Sanborn using the Licensee's unlawfully obtained EIDL proceeds for ineligible personal expenditures for himself and his spouse. Specifically, the I&C Division and Civil Bureau found credible evidence of Mr. Sanborn's use of the Licensee's EIDL proceeds to, among other things:

- (i) purchase three (3) race cars, totaling \$181,250, including two Porsche 987 Cayman S race cars for Mr. Sanborn's personal use and an \$80,000 2008 F430 Ferrari as a gift for Rep. Laurie Sanborn;
- (ii) make purchases of various automotive parts and services for Mr. Sanborn's race cars, totaling \$45,000;
- (iii) make cash distributions disguised as rent payments to two of the Licensee's affiliates, which, themselves, are wholly owned and controlled by Mr. Sanborn, totaling \$183,500; and
- (iv) purchase engineering and geotechnical services totaling \$28,800 for Mr. Sanborn's proposed new casino and entertainment complex on Break O Day Drive in Concord, New Hampshire.

Based on the preceding and the results of the I&C Division and Civil Bureau investigations, the Lottery Commission and Attorney General have determined, in accordance with RSA 287-D:11, III(a), that neither the Licensee nor Mr. Sanborn is suitable to be associated with charitable gaming in New Hampshire.

RSA 287-D:23 provides for administrative orders to suspend or revoke the license or licenses of any facility license holder or game operator employer license holder deemed not suitable to be associated with charitable gaming in this State. RSA 287-D:23, III (Supp. 2022); *see also*, RSA 287-D:11, III(a) (Supp. 2022) ("[u]pon a determination that a license holder is not suitable, the person shall not [...] continue to hold a license."); N.H. Admin. R., Lot 7204.02(d) ("[...] no person shall [...] hold a license if in the opinion of the attorney general such person is not fit to be associated with charitable gaming in this state.").

Enclosed with this notice, please find the Commission's proposed findings of fact and conclusions of law that would support revoking the Licensee's facilities license and game operation employer license and instituting an indefinite period of ineligibility for any license issuable by the Commission.

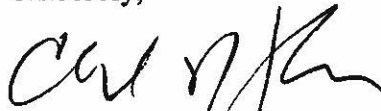
In accordance with RSA 541-A:30, II, within ten (10) days after receiving this notice, the Licensee may request a hearing to show (i) compliance with all lawful requirements, namely its suitability for the retention of its facilities license and game operator employer license and (ii) whether just cause does not exist to revoke the same. If the Licensee requests a hearing, it will be notified promptly of the hearing date. Unless the Licensee requests a

Win Win Win, LLC, d/b/a "Concord Casino"
Re: Notice of Administrative Action; Docket No. Lot 23-018.
August 31, 2023 | Page: 3.

hearing, the Commission may enter final findings of fact and conclusions of law and revoke the Licensee's facilities license and game operator employer license without a hearing.

If you have questions, please contact John Conforti, Chief Compliance Officer at 603-271-7610.

Sincerely,



Charles R. McIntyre
Executive Director
New Hampshire Lottery Commission

cc: Attorney General

ENCLOSURE

THE STATE OF NEW HAMPSHIRE

LOTTERY COMMISSION

Lot 23-018

IN THE MATTER OF:

WIN WIN WIN, LLC, d/b/a “CONCORD CASINO,”
(FAC-00074 and GOE-00079),
67 N. Main Street
Concord, NH 03301,
(the “Licensee”)

[PROPOSED] FINDINGS OF FACT AND CONCLUSIONS OF LAW

Pursuant to RSA 287-D:11, the Investigation and Compliance Division (the “I&C Division”) of the New Hampshire Lottery Commission (the “Commission”) and the Attorney General conducted a suitability investigation of the Licensee and its owner, Anthony M. “Andy” Sanborn (“Mr. Sanborn”), between January 3, 2023, and August 18, 2023, to determine whether each of them is suitable to be associated with charitable gaming in New Hampshire. RSA 287-D:11, II & III(a) (Supp. 2022); N.H. Admin. R., Lot 7204.02(b).

After reviewing the Licensee’s background, regulatory history, proffered financial information, including results from regulatory audits conducted in 2022 and 2021, and some two thousand (2,000) pages of voluntarily produced documents, and the background, business history, qualifications, and reputation of Mr. Sanborn, the Commission and Attorney General have determined that neither the Licensee nor Mr. Sanborn is suitable to be associated with charitable gaming in New Hampshire.

JURISDICTION

The New Hampshire Lottery Commission (the “Lottery Commission”) is a department-level agency that, among other duties, is responsible for the administration and enforcement of the State’s charitable gaming laws and regulations, including the regulation of games of chance conducted by charitable organizations and the licensing of games of chance facilities and game operator employers. RSA 284:21-a; RSA 284:6-a; RSA 287-D:7-:8, :11, III(a) (Supp. 2022).

FINDINGS OF FACT

Attorney General’s Suitability Determination. The Attorney General has found each of the Licensee and Mr. Sanborn unsuitable to be associated with charitable gaming in New Hampshire.

EIDL Loan. The Commission finds that between December 1, 2021, and February 19, 2022, the Licensee obtained \$844,000 in EIDL funding from the Small Business Administration.

EIDL Application. The Commission finds that the Licensee and Mr. Sanborn omitted the Licensee’s trade name, “Concord Casino,” and identified the Licensee’s primary business activity as “Miscellaneous Services” under NACIS Code: 541618 – “Other Management Consulting Services” on the Licensee’s EIDL application.

Purchase of 2006 Porsche 987 Cayman S (Green) Race Car. The Commission finds that on January 18, 2022, Mr. Sanborn initiated a wire transfer of \$48,750 of the Licensee’s EIDL proceeds from the Licensee’s bank account to Charlie Cook of RaceCarsForRent, LLC of Braselton, GA, for the purchase of (i) a 2006 Porsche 987

Cayman S Race Car, for which Mr. Sanborn had been the winning bidder at an online auction held on January 15, 2022, and (ii) a set of four wheels for the Porsche, for Mr. Sanborn's personal use and benefit, despite reporting the transaction on the Licensee's books as a necessary equipment purchase made in the ordinary course of the Licensee's charitable gaming business.

Purchase of 2011 Porsche 987 Cayman S (Red) Race Car. The Commission finds that on February 2, 2022, Mr. Sanborn initiated a wire transfer of \$52,500 of the Licensee's EIDL proceeds from the Licensee's bank account to KMAN Racing, LLC of Johns Creek, GA, for the purchase of a 2011 red Porsche 987 Cayman S Race Car, for which Mr. Sanborn had been the winning bidder at an online auction held on February 1, 2022, for Mr. Sanborn's personal use and benefit, despite reporting the transaction on the Licensee's books as a necessary equipment purchase made in the ordinary course of the Licensee's charitable gaming business.

Purchase of 2008 F430 Ferrari Challenge Race Car as a Gift for Rep. Laurie Sanborn. The Commission finds that on or about April 26, 2022, Mr. Sanborn initiated a wire or other transfer of \$80,600 of the Licensee's EIDL proceeds from the Licensee's bank account to Taurino Racing, LLC d/b/a "Capristo Exhaust USA" of Riviera Beach, FL, for the purchase of (i) a 2008 F430 Ferrari Challenge race car chassis (\$80,000) and (ii) two sets of used tire rims (\$600), which Mr. Sanborn had purchased as gifts for his spouse, Rep. Laurie Sanborn, all for Rep. Sanborn's personal use and benefit, despite reporting the transaction on the Licensee's books as necessary equipment purchases made in the ordinary course of the Licensee's charitable gaming.

Purchase of Automotive Engines, Shocks, Other Automotive Parts, or Services. The Commission finds that between April 19, 2022, and May 5, 2022, Mr. Sanborn initiated a series of transfers by check, check no. 20261 for \$10,000 on April 19, 2022, check no. 20265 for \$20,000 on April 26, 2022, and check no. 20268 for \$15,000 on May 5, 2022, totaling \$45,000 of the Licensee's EIDL proceeds from the Licensee's bank account to Peter Dawe of Dawe's Motorsports of Stroudsburg, PA, for the purchase of automotive engines, shocks, other automotive parts, or services for (i) the 2006 Porsche 987 Cayman S race car, which Mr. Sanborn purchased using EIDL proceeds on January 18, 2022, and (ii) the 2011 Porsche 987 Cayman S race car, which Mr. Sanborn purchased using EIDL proceeds on February 2, 2022, all for Mr. Sanborn's personal use and benefit, despite reporting the transactions on the Licensee's books as necessary advertising expenses incurred in the ordinary course of the Licensee's charitable gaming business.

Payment to Geotechnical Services, Inc. of Weare, NH, for professional services for developing a new charitable gaming facility in Concord, NH, owned by Concord Commitment, LLC. The Commission finds that on July 1, 2022, Mr. Sanborn initiated a transfer by check no. 20305 of \$14,600 of the Licensee's fraudulently obtained EIDL proceeds from the Licensee's bank account to Geotechnical Services, Inc. of Weare, NH, for the purchase of professional services for and related to the development of a new charitable gaming facility in Concord, NH, owned by Concord Commitment, LLC, a New Hampshire limited liability company owned and controlled by Mr. Sanborn, all for Mr. Sanborn's personal use and benefit, despite reporting the transaction on the Licensee's

books as a necessary business expense incurred in the ordinary course of the Licensee's charitable gaming business.

Payment to TFMoran, Inc. of Bedford, NH, for professional services for developing a new charitable gaming facility planned for Concord, NH, owned by Concord Commitment, LLC. The Commission finds that on July 8, 2022, Mr. Sanborn initiated a transfer by check no. 20315 of \$14,206.78 of the Licensee's EIDL proceeds from the Licensee's bank account to TFMoran, Inc. of Bedford, NH, for the purchase of professional services for and related to the development of a new charitable gaming facility planned for Concord, NH, owned by Concord Commitment, LLC, a New Hampshire limited liability company owned and controlled by Mr. Sanborn, all for Mr. Sanborn's personal use and benefit, despite reporting the transaction on the Licensee's books as a necessary business expense incurred in the ordinary course of the Licensee's charitable gaming business.

"Prepaid Rent" Payments to the Licensee's Affiliate Equal to Twenty-Seven Years of Rent. The Commission finds that beginning on January 5, 2022, and continuing through at least August 14, 2022, Mr. Sanborn initiated a series of eight (8) wire or other transfers totaling \$163,500 of the Licensee's EIDL proceeds from the Licensee's bank account to The Best Revenge, LLC of Bedford, NH, a New Hampshire limited liability company owned and controlled by Mr. Sanborn, as rent payments for the Licensee's casino at 67 South Main Street, Concord, NH, despite a written lease dated September 17, 2018, between the Licensee and The Best Revenge, LLC, agreeing to annual rent payments of \$6,000, payable monthly in twelve equal installments of \$500 each, all for Mr. Sanborn's personal use and benefit, despite reporting the transactions on the

Licensee's books as necessary rent expenses incurred in the ordinary course of the Licensee's charitable gaming business.

Rent Payment to The Draft. The Commission finds that on August 11, 2022, Mr. Sanborn initiated a transfer by check, check no. 20329 of \$20,000 of the Licensee's EIDL proceeds from the Licensee's bank account to The Draft, LLC of Concord, NH (the "Draft"), a New Hampshire limited liability company owned and controlled by Mr. Sanborn, for "rent" payable to the Draft, despite (i) no lease or other rental agreement existing between the Licensee and the Draft at the time of the transfer, and (ii) all space for the Licensee's charitable casino operation at 67 South Main Street, Concord, NH being leased from The Best Revenge, LLC under a written lease dated September 17, 2018, all for Mr. Sanborn's personal use and benefit, despite reporting the transaction on the Licensee's books as a necessary rent expense incurred in the ordinary course of the Licensee's charitable gaming business.

Failure to Demonstrate Financial Stability. The Commission finds that the Licensee has failed to provide documents and information demonstrating its financial stability.

CONCLUSIONS OF LAW

Persons Deemed Not Suitable Shall Not Continue to Hold a License. The Commission concludes that no person, association, corporation, limited liability company, partnership, trust, or other legal entity deemed not suitable to be associated with charitable gaming in New Hampshire by the Attorney General shall continue to hold a facilities license or game operator employer license. RSA 287-D:11, III(a) (Supp. 2022); N.H. Admin. R., Lot 7204.02(d). Additionally, just cause exists to revoke the Licensee's

facilities license and game operator employer license. RSA 287-D:11, III(a), :23, III (Supp. 2022); N.H. Admin. R., Lot 7204.02(d); N.H. Admin. R., Lot 7209.03(a)(1), (a)(3), (a)(10), (a)(12), (a)(14).

Consideration of Unprosecuted Criminal Activity. The Commission concludes that it has the statutory authority to consider any unprosecuted criminal activity occurring in any U.S. jurisdiction when considering whether a facilities licensee or game operator employee licensee is suitable to be associated with charitable gaming in New Hampshire. RSA 287-D:11, II, III(a) (Supp. 2022).

Consideration of Materially False Statements, Misrepresentations, or Omissions. The Commission concludes that the Commission has the statutory authority to consider any materially false statements, misrepresentations, or omissions made on any EIDL or payment protection plan (“PPP”) application when considering whether a facilities licensee or game operator employee licensee is suitable to be associated with charitable gaming in New Hampshire. *Id.*

Use of False and Fraudulent Pretenses, Representations, and Promises to Obtain \$844,000 in EIDL Proceeds. The Commission concludes that the Licensee and Mr. Sanborn used or employed false and fraudulent pretenses, representations, and promises to obtain \$844,000 in EIDL funding from the Small Business Administration. Accordingly, per RSA 287-D:11, III(a), the Commission concludes that, as a matter of law, neither the Licensee nor Mr. Sanborn is suitable to be associated with charitable gaming in New Hampshire and, thereby, just cause exists for the revocation of the Licensee’s facilities license and game operator employer license. RSA 287-D:11, III(a),

:23, III (Supp. 2022); N.H. Admin. R., Lot 7204.03; N.H. Admin. R., Lot 7209.03(a)(1), (a)(3), (a)(10), (a)(12), (a)(14).

Improper Use of EIDL Proceeds to Purchase 2006 Porsche 987 Cayman S (Green) Race Car. The Commission concludes that the Licensee and Mr. Sanborn improperly used EIDL funds when, on January 18, 2022, Mr. Sanborn initiated a wire transfer of \$48,750 of the Licensee's EIDL proceeds to Charlie Cook of RaceCarsForRent, LLC of Braselton, GA, for the purchase of (i) a 2006 Porsche 987 Cayman S race car, and (ii) a set of four wheels for the Porsche. Accordingly, per RSA 287-D:11, III(a), the Commission concurs with the Attorney General's determination and concludes that, as a matter of law, neither the Licensee nor Mr. Sanborn is suitable to be associated with charitable gaming in New Hampshire and, thereby, just cause exists for the revocation of the Licensee's facilities license and game operator employer license.
Id.

Improper Use of EIDL Proceeds to Purchase 2011 Porsche 987 Cayman S (Red) Race Car. The Commission concludes that the Licensee and Mr. Sanborn improperly used EIDL funds when, on February 2, 2022, Mr. Sanborn initiated a wire transfer of \$52,500 of the Licensee's EIDL proceeds to KMAN Racing, LLC of Johns Creek, GA, for the purchase of a 2011 Porsche 987 Cayman S race car. Accordingly, per RSA 287-D:11, III(a), the Commission concurs with the Attorney General's determination and concludes that, as a matter of law, neither the Licensee nor Mr. Sanborn is suitable to be associated with charitable gaming in New Hampshire and, thereby, just cause exists for the revocation of the Licensee's facilities license and game operator employer license.
Id.

Improper Use of EIDL Proceeds to Purchase 2008 F430 Ferrari Challenge Race Car as a Gift for Rep. Laurie Sanborn. The Commission concludes that the Licensee and Mr. Sanborn improperly used EIDL funds when, on or about April 26, 2022, Mr. Sanborn initiated a wire or other transfer of \$80,600 of the Licensee's EIDL proceeds from the Licensee's bank account to Taurino Racing, LLC d/b/a "Capristo Exhaust USA" of Riviera Beach, FL, for the purchase of (i) a 2008 F430 Ferrari Challenge race car chassis (\$80,000) and (ii) two sets of used tire rims (\$600), which Mr. Sanborn had purchased as gifts for his spouse, Rep. Laurie Sanborn. Accordingly, per RSA 287-D:11, III(a), the Commission concurs with the Attorney General's determination and concludes that, as a matter of law, neither the Licensee nor Mr. Sanborn is suitable to be associated with charitable gaming in New Hampshire and, thereby, just cause exists for the revocation of the Licensee's facilities license and game operator employer license. *Id.*

Improper Use of EIDL Proceeds to Purchase Automotive Engines, Shocks, Other Automotive Parts, or Services. The Commission concludes that the Licensee and Mr. Sanborn improperly used EIDL funds when, between April 19, 2022, and May 5, 2022, Mr. Sanborn initiated a series of transfers by check, check no. 20261 for \$10,000 on April 19, 2022, check no. 20265 for \$20,000 on April 26, 2022, and check no. 20268 for \$15,000 on May 5, 2022, totaling \$45,000 of the Licensee's EIDL proceeds from the Licensee's bank account to Peter Dawe of Dawe's Motorsports of Stroudsburg, PA, for the purchase of automotive engines, shocks, other automotive parts, or services for (i) the 2006 Porsche 987 Cayman S race car, which Mr. Sanborn purchased using EIDL proceeds on January 18, 2022, and (ii) the 2011 Porsche 987 Cayman S race car, which Mr. Sanborn purchased using EIDL proceeds on February 2, 2022. Accordingly, per RSA 287-D:11,

III(a), the Commission concurs with the Attorney General's determination and concludes that, as a matter of law, neither the Licensee nor Mr. Sanborn is suitable to be associated with charitable gaming in New Hampshire and, thereby, just cause exists for the revocation of the Licensee's facilities license and game operator employer license. *Id.*

Improper Use of EIDL Proceeds to Pay Geotechnical Services, Inc. of Weare, NH, for professional services for developing a new charitable gaming facility in Concord, NH, owned by Concord Commitment, LLC. The Commission concludes that the Licensee and Mr. Sanborn improperly used EIDL funds when, on July 1, 2022, Mr. Sanborn initiated a transfer by check no. 20305 of \$14,600 of the Licensee's EIDL proceeds to Geotechnical Services, Inc. of Weare, NH, for the purchase of professional services for and related to the development of a new charitable gaming facility in Concord, NH, owned by Concord Commitment, LLC. Accordingly, per RSA 287-D:11, III(a), the Commission concurs with the Attorney General's determination and concludes that, as a matter of law, neither the Licensee nor Mr. Sanborn is suitable to be associated with charitable gaming in New Hampshire and, thereby, just cause exists for the revocation of the Licensee's facilities license and game operator employer license. *Id.*

Improper Use of EIDL Proceeds to Pay TFMoran, Inc. of Bedford, NH, for professional services for developing a new charitable gaming facility planned for Concord, NH, owned by Concord Commitment, LLC. The Commission concludes that the Licensee and Mr. Sanborn improperly used EIDL funds when, on July 8, 2022, Mr. Sanborn initiated a transfer by check no. 20315 of \$14,206.78 of the Licensee's EIDL proceeds from the Licensee's bank account to TFMoran, Inc. of Bedford, NH, for the purchase of professional services for and related to the development of a new charitable

gaming facility planned for Concord, NH, owned by Concord Commitment, LLC. Accordingly, per RSA 287-D:11, III(a), the Commission concurs with the Attorney General's determination and concludes that, as a matter of law, neither the Licensee nor Mr. Sanborn is suitable to be associated with charitable gaming in New Hampshire and, thereby, just cause exists for the revocation of the Licensee's facilities license and game operator employer license. *Id.*

Improper Use of EIDL Proceeds to Prepay Rent to the Licensee's Affiliate Equal to Twenty-Seven Years of Rent. The Commission concludes that the Licensee and Mr. Sanborn improperly used EIDL funds when, beginning on January 5, 2022, and continuing through at least August 14, 2022, Mr. Sanborn initiated a series of eight (8) wire or other transfers totaling \$163,500 of the Licensee's EIDL proceeds to The Best Revenge, LLC of Bedford, NH, a New Hampshire limited liability company owned and controlled by Mr. Sanborn, as rent payments for the Licensee's casino at 67 South Main Street, Concord, NH, despite a written lease dated September 17, 2018, between the Licensee and The Best Revenge, LLC, agreeing to annual rent payments of \$6,000, payable monthly in twelve equal installments of \$500 each. Accordingly, per RSA 287-D:11, III(a), the Commission concurs with the Attorney General's determination and concludes that, as a matter of law, neither the Licensee nor Mr. Sanborn is suitable to be associated with charitable gaming in New Hampshire and, thereby, just cause exists for the revocation of the Licensee's facilities license and game operator employer license. *Id.*

Improper Use of EIDL Proceeds to Pay Rent to the Licensee's Affiliate, The Draft, LLC. The Commission concludes that the Licensee and Mr. Sanborn improperly

used EIDL funds when, on August 11, 2022, Mr. Sanborn initiated a transfer by check, check no. 20329 of \$20,000 of the Licensee's fraudulently-obtained EIDL proceeds to The Draft for "rent" payable to the Draft, despite (i) no lease or other rental agreement existing between the Licensee and the Draft at the time of the transfer, and (ii) all space for the Licensee's charitable casino operation at 67 South Main Street, Concord, NH being leased from The Best Revenge, LLC under a written lease dated September 17, 2018. Accordingly, per RSA 287-D:11, III(a), the Commission concurs with the Attorney General's determination and concludes that, as a matter of law, neither the Licensee nor Mr. Sanborn is suitable to be associated with charitable gaming in New Hampshire and, thereby, just cause exists for the revocation of the Licensee's facilities license and game operator employer license. *Id.*

Failure to Demonstrate Financial Stability. The Commission concludes that the Licensee and Mr. Sanborn have failed to supply information and documentation demonstrating by clear and convincing evidence the Licensee's financial stability. Accordingly, per RSA 287-D:11, III(a), the Commission concludes that, as a matter of law, neither the Licensee nor Mr. Sanborn is suitable to be associated with charitable gaming in New Hampshire and, thereby, just cause exists for the revocation of the Licensee's facilities license and game operator employer license. RSA 287-D:11, III(a), :23, III (Supp. 2022); N.H. Admin. R., Lot 7204.02(a)(3)3; N.H. Admin. R., Lot 7209.03(a)(1), (3).

Making False Statements or Entries in any Books or Records. The Commission concludes there is just cause for the revocation of the Licensee's facilities license and game operator employer license, based on the Licensee making false statements or

making false entries in any books or records with respect to any transaction connected with the holding, operating, and conducting of any games of chance event.

Conduct that Undermines the Public's Confidence in Charitable Gaming. The Commission concludes there is just cause for the revocation of the Licensee's facilities license and game operator employer license based on the Licensee engaging in conduct that undermines the public's confidence in charitable gaming.

WHEREFORE, based on the preceding findings of fact and conclusions of law, the Commission renders the following orders:

The Licensee's facilities license is hereby revoked as of the effective date hereof;

The Licensee's game operator employer license is hereby revoked as of the effective date hereof;

The Licensee shall not be eligible to apply for or hold any license or permit issued by the Commission, including, without limitation, any license or permit issued under RSA Title XXIV, for an indefinite period after the effective date hereof;

No person, association, corporation, or other type of entity owned or controlled, whether directly or indirectly, in whole or in part, by Mr. Sanborn shall be eligible to apply for or hold any license or permit issued by the Commission, including, without limitation, any license or permit issued under RSA Title XXIV, for an indefinite period after the effective date hereof.

In accordance with RSA 287-D:11, IV, the Licensee and Mr. Sanborn shall reimburse the Commission for its reasonable costs and expenses of conducting its suitability investigations of the Licensee and Mr. Sanborn; and

In accordance with RSA 287-D:11, IV, the Licensee and Mr. Sanborn shall reimburse the Attorney General for his reasonable costs and expenses of conducting his suitability investigations of the Licensee and Mr. Sanborn.

SO ORDERED.

NEW HAMPSHIRE LOTTERY COMMISSION

Date: _____

Debra M. Douglas, Commissioner

Erle B. Pierce, Commissioner

H. Andy Crews, Commissioner

Exhibit D



Over \$2 Billion and Counting for our Schools

GOVERNOR Christopher T. Sununu
CHAIRMAN Debra M. Douglas
COMMISSIONER H. Andy Crews
COMMISSIONER Erle B. Pierce
EXECUTIVE DIRECTOR Charles R. McIntyre

September 18, 2023

**TRANSMITTED VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Win Win Win, LLC d/b/a "Concord Casino"
Attn: Anthony M. Sanborn
71 Eagle Dr
Bedford NH 03110

Re: In Re: Win Win Win, LLC d/b/a Concord Casino; Docket No. Lot 23-018.

Dear Mr. Sanborn:

Enclosed, please find a Notice of Administrative Hearing scheduled for October 3, 2023.

Please feel free to contact me if you have any questions.

Very truly yours,

John Conforti
Chief Compliance Officer

Enclosure

cc: Attorney General



Live Free or Die

New Hampshire Lottery Commission 14 Integra Drive Concord, New Hampshire 03301
TEL 603.271.3391 FAX 603.271.1160 TDD 1.800.735.2964 www.nhlottery.com

THE STATE OF NEW HAMPSHIRE

LOTTERY COMMISSION

Lot 23-018

IN THE MATTER OF:

WIN WIN WIN, LLC, d/b/a "CONCORD CASINO"
(FAC-00074 and GOE-00079)
(the "Respondent")

NOTICE OF ADMINISTRATIVE HEARING

An adjudicatory hearing on this administrative action will be held before the New Hampshire Lottery Commission (the "Commission") and the New Hampshire Attorney General (collectively, the "Hearing Panel") on Tuesday, October 3, 2023, beginning at 9:00 a.m. at the New Hampshire Public Utilities Commission, 21 Fruit Street, Suite 10, Concord, NH 03301.

I. Legal Authority

The hearing will be held pursuant to RSA 541-A:30, II and N.H. Admin. R., Lot 210.01, and pursuant to the processes set forth in RSA 541-A:31 and N.H. Admin. R., Lot 200. A more detailed description of the Commission's legal authority is set forth in the Notice of Administrative Action dated August 31, 2023.

II. Statutes and Rules at Issue

The following statutes and regulations are at issue in this administrative action:

RSA 287-D:11 (Supp. 2022);

RSA 287-D:23 (Supp. 2022);

N.H. Admin. R., Lot 7204; and

N.H. Admin. R., Lot 7209.

A full recitation of all relevant statutes and regulations is set forth in the Notice of Administrative Action dated August 31, 2023.

III. Statement of Issues

Each holder of a games-of-chance facilities license or game operator employer license is subject to periodic suitability reviews (i) at least quinquennially after initial licensure and (ii) at any time on the Attorney General's motion. RSA 287-D:11, III. (Supp. 2022). At the conclusion

of any suitability review, the New Hampshire Lottery Commission and Attorney General confer and determine, if, in their opinion, such license holder is suitable to be associated with charitable gaming in New Hampshire. RSA 287-D:11, III(a). (Supp. 2022). Upon a determination that a license holder is not suitable, the license holder shall not continue to hold a license. *Id.*

Between January 3, 2023, and August 18, 2023, the Commission and Attorney General conducted a statutory quinquennial suitability review of the Respondent. On August 30, 2023, the Attorney General informed the Commission that he had determined that neither the Respondent nor its owner, Anthony M. “Andy” Sanborn (“Mr. Sanborn”) is suitable to be associated with charitable gaming in New Hampshire for the reasons more fully described in the Notice of Administrative Action dated August 31, 2023. On August 31, 2023, the Commission concurred with the Attorney General’s adverse suitability determination and, in accordance with RSA 541-A:30, II, initiated the present administrative action to – in summary: (i) revoke the Respondent’s games-of-chance facilities license and game operator employer license; (ii) impose on each of the Respondent, Mr. Sanborn, and each of their respective affiliates, an indefinite period of ineligibility to apply for or hold any license or permit issued by the Commission, including, without limitation, any license or permit issued under RSA Title XXIV; and (iii) order the Respondent and Mr. Sanborn to reimburse the Commission and Attorney General for their costs and expenses incurred conducting their respective suitability investigations on the Licensee and Mr. Sanborn. On September 8, 2023, Mr. Sanborn requested a hearing on this administrative action.

The issues for hearing are:

1. Whether the Commission and Attorney General should adopt and finalize the preliminary determination that neither the Respondent nor Mr. Sanborn is suitable to be associated with charitable gaming in New Hampshire, for the reasons stated in the Notice of Administrative Action dated August 31, 2023?
2. If the Commission determines that the Respondent and/or Mr. Sanborn are not suitable to be associated with charitable gaming in New Hampshire, whether the Commission must revoke the Respondent’s facilities license and game operator employer license?
3. Whether there is just cause for the Commission to revoke the Respondent’s facilities license and game operator employer license for any of the reasons stated in the Notice of Administrative Action dated August 31, 2023?
4. Whether, as part of any revocation order, the Commission should impose a period of license ineligibility on each of the Respondent, Mr. Sanborn, and each of their respective affiliates, and if so, for what period?

A full recitation of the issues is set forth in the Notice of Administrative Action dated August 31, 2023.

IV. Right to Counsel

Each party has the right to have an attorney represent them at the hearing at the party's own expense.

V. Hearing Record

Each party has the right to have the Commission provide a complete record of the hearing by a competent reporter or by electronic recording which shall be transcribable at the party's expense. Any such request shall be submitted in writing at least 10 days before the hearing.

SO ORDERED.

NEW HAMPSHIRE LOTTERY COMMISSION

9/15/23
Date

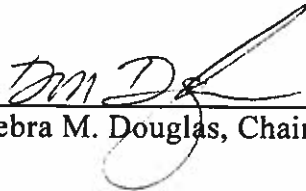

Debra M. Douglas, Chairman

Exhibit E

Katz, Adam M.

From: Conforti, John <John.J.Conforti@lottery.nh.gov>
Sent: Wednesday, September 20, 2023 8:36 AM
To: Hafer, Zach
Cc: Dell'Orfano, Mark
Subject: RE: Administrative Hearing - Andy Sanborn

[External]

Hi Zach:

Mark Dell'Orfano at the Department of Justice is representing our division in this matter. I am copying him on this email so the two of you can connect.

John Conforti
Chief Compliance Officer
New Hampshire Lottery Commission
14 Integra Drive
Concord, NH 03301
603-271-7610



From: Hafer, Zach <ZHafer@cooley.com>
Sent: Tuesday, September 19, 2023 5:23 PM
To: Conforti, John <John.J.Conforti@lottery.nh.gov>
Subject: Administrative Hearing - Andy Sanborn

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Hi John,

Hope you are well. I represent Andy Sanborn in connection with the attached Administrative Hearing and related matters.

Any chance we could set up a time to talk tomorrow or Thursday? By way of preview, this is obviously a complex case, so we will need some time to meaningfully prepare for a hearing.

Best,

Zach

Zachary R. Hafer
Cooley LLP

Boston, MA
Cell: (781) 771-3785
Bio: www.cooley.com/people/zachary-r-hafer

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Exhibit F

From: Dell'Orfano, Mark <Mark.W.DellOrfano@doj.nh.gov>
Sent: Thursday, September 21, 2023 2:12 PM
To: Hafer, Zach <ZHafer@cooley.com>
Cc: Sajeev, Namratha <Namratha.Sajeev@doj.nh.gov>; Myrdek, Kylie <Kylie.a.Myrdek@doj.nh.gov>
Subject: In the Matter of Win Win Win, LLC, d/b/a "Concord Casino" Docket No. 23-018

[External]

Hi Zach:

I have discussed your client's proposal to postpone the October 3 hearing for two months with my client, the New Hampshire Lottery Investigation and Compliance Division (the "Division"). The Division will not assent to your client's request, and I have been instructed to oppose any motion to continue the hearing.

A pre-hearing conference is scheduled for 10:00 a.m. tomorrow (Friday 9/22) at the New Hampshire Lottery Commission. Please let me know if someone from your firm intends to appear for Concord Casino or if Concord Casino would like to discuss a brief postponement until early next week. As a courtesy, I have attached a copy of the Commission's conference order. Thank you.

Kindly,
Mark

Mark W. Dell'Orfano

Assistant Attorney General

Direct: 603.271.1236

Email: mark.w.dellorfano@doj.nh.gov

New Hampshire Department of Justice

Civil Law Bureau

33 Capitol St., Concord, NH 03301

Office: 603.271.3658 | Fax: 603.271.2110

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This electronic message and its attachments may contain privileged information, attorney-client communications, or attorney work product intended for the exclusive use of the addressee(s). If you are not an intended recipient, please notify the New Hampshire Department of Justice immediately at (603) 271-3658 or reply to justice@doj.nh.gov and destroy all copies of this electronic message and any attachments.



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GOVERNOR Christopher T. Sununu
CHAIRMAN Debra M. Douglas
COMMISSIONER H. Andy Crews
COMMISSIONER Erle B. Pierce
EXECUTIVE DIRECTOR Charles R. McIntyre

September 15, 2023

TRANSMITTED VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Win Win Win, LLC d/b/a "Concord Casino"
Attn: Anthony M. Sanborn
71 Eagle Dr
Bedford NH 03110

Re: In Re: Win Win Win, LLC d/b/a Concord Casino; Docket No. Lot 23-018.

Dear Mr. Sanborn:

Enclosed, please find a Notice of Pre-Hearing Conference scheduled for September 22, 2023.

Please feel free to contact me if you have any questions.

Very truly yours,

John Conforti
Chief Compliance Officer

Enclosure

cc: Attorney General



Live Free or Die

New Hampshire Lottery Commission 14 Integra Drive Concord, New Hampshire 03301
TEL 603.271.3391 FAX 603.271.1160 TDD 1.800.735.2964 www.nhlottery.com

THE STATE OF NEW HAMPSHIRE

LOTTERY COMMISSION

Docket No: Lot 23-018

IN THE MATTER OF:

WIN WIN WIN, LLC, d/b/a "CONCORD CASINO"
(FAC-00074 and GOE-00079)

NOTICE OF PRE-HEARING CONFERENCE

Pursuant to N.H. Admin. R., Lot 210.05 and RSA 541-A:31, V, a pre-hearing conference in this action has been scheduled for Friday, September 22, 2023, at 10:00 a.m. at the New Hampshire Lottery Commission, 14 Integra Drive, Concord, New Hampshire 03301. The Parties or their counsel should be prepared to discuss the following matters:

- (a) Simplification of the issues;
- (b) Stipulations or admissions as to issues of fact or proof;
- (c) Time needed by the Parties to present at the hearing;
- (d) Witnesses expected to be called at the hearing;
- (e) Exhibits expected to be presented at the hearing, including pre-marking of exhibits;
- (f) Any requests for changes to or waivers of the standard procedures as specified in the relevant rules or other matters concerning the conduct of the hearing;
- (g) The burden and standard of proof; and
- (h) Any other matter that may aid in the disposition of the action, including settlement.

SO ORDERED.

NEW HAMPSHIRE LOTTERY COMMISSION

9/15/23
Date

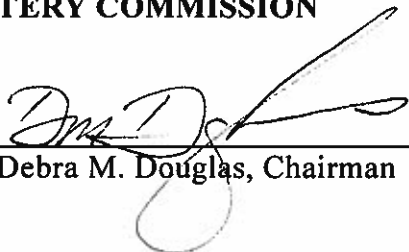

Debra M. Douglas, Chairman

Exhibit G

[00:00:00]

CHAIR DOUGLAS: You all have filed your notice of appearance. Correct?

MR. HAFER: Yes.

CHAIR DOUGLAS: And we have yours.

MR. DELL'ORFANO: You have mine, yes.

CHAIR DOUGLAS: Okay. This first question. Is there anyway to simplify this?

MR. DELL'ORFANO: Well the way that the Division sees it is that this is in essence a show-cause hearing. Or the licensee to come in and show cause why their license shouldn't be revoked based on the adverse determination by the Attorney General and the commissioner.

CHAIR DOUGLAS: Okay.

MR. DELL'ORFANO: And so this is really an opportunity for the licensee to come in, present evidence, and convince the commission and the Attorney General of how they got it wrong, the disability determination.

CHAIR DOUGLAS: How long do you think that you will require time wise? How many witnesses are you going to present and how much time do you think? Because we also have a lottery meeting later that day.

MR. HAFER: If you would indulge me, I'd like to formally request more time and walk through why we need more time to prepare for this in a meaningful type of way. These guys have been great returning my calls right away, but we found out essentially on Wednesday afternoon that this hearing existed today. So we're here, but we just got in to the case. We just received a couple thousand pages of records. We are moving as fast as we can, but I think under both Lot 2-14-01 and 2-08-02, we're entitled a showing of good cause and some time. We understand that the lottery and the commission want to move forward quickly. We appreciate that. We're not looking for tons of time, but there's just simply no way for us to prepare by the third and even being here today to answer your question about witnesses, just as one example. And again, very much trying to get up to speed here in real time. Actually, I'll give you two examples on like what our evidence would perhaps be. The first is that obviously a big part of the allegation is that Mr. Sanborn was misrepresented by—applied for the EIDL loans in a way that that's sort of the first cause and then there's the issue of how he spent the EIDL money once he got it. We need to ask the State officially in a letter if we're going to get that out early next week for some stuff. Mark and I have had some conversations about what exists, but I understand that a third-party—Mr. Sanborn hired a third-party to determine whether he was eligible for the EIDL funds and then assist him in preparing and submitting the EIDL application. That's obviously a really significant piece of this, depending on what advice he got. I need to sort of find that third-party and see if he or she will talk to me. I need to ask the State officially if the state has talked to this individual. So that's piece number one on the eligibility.

Piece number two is that obviously the expenditures that are detailed in the proposed findings of fact come from documents that Mr. Sanborn submitted to both John and Mark.

MR. DELL'ORFANO: No, no. Please. It's fine.

MR. HAFER: But, you know, we just hired a forensic accountant yesterday. We've been in for 36 hours and we just hired a forensic accountant. I just need to see—I don't know how I can respond until I see what those records show. We got him going fast, but he's going to need some time to assess those records so I can determine whether that's a witness that we would call. Who knows? Maybe we look at the records and we determine there's no basis to challenge any of the allegations. But I need to do that and we're moving fast to do that. And I would say the third major fact that adds a layer of complexity here is the existence of the two ongoing criminal investigations. Mr. Sanborn is not here today. It's not an accident. He'd love to be here. I told him he can't be here. I need to figure this out. The Attorney General has said publicly that he's got a criminal investigation. There's been a referral to the U.S. Attorney's Office in New Hampshire. Obviously when [PH 00:04:48] Mr. Dell'Orfano talks about show-cause that's very, very difficult. That's complex to assess okay, how is he going to—first of all, we don't agree that this is just a show-cause hearing.

[00:05:00]

I'm digging in on these regs as quickly as I can, but I think the hearing is a lot more than just a show-cause hearing. I think he has an opportunity to a lot of due process here. The burden isn't on him, I don't think. Although I'd like to file something quickly on that. But this is complicated. Whether or not someone who is under criminal investigation, how much a part of his own defense he could be in these circumstances. I need to figure that out and get my hands around that quickly, which goes back to what happened on the loan application, what happened with respect to the expenditures. So we just can't meaningfully proceed on October 3rd. I can't tell you as we're sitting here today—I didn't want to ask you for this hearing to be continued. Mr. Dell'Orfano and [PH 00:05:49] Mr. Conforti very reasonably had made sure I knew about this, but it's literally not even for 36 hours. But I didn't want to ask even for this to be continued. I wanted to come up here and explain in person to you quickly. Look and see what bases under the law that we had for a request. Try to demonstrate good cause to you. Know we'd be moving fast, make representations about we can get a formal request. Mark told me there's not much in the way of discovery. He did just hand me a drive today with documents on it. We'll get back. We'll load it up. We'll churn through it as fast as we can, but we do need some time, Chair. We really do need some time. I will say I guess two last things. The proposed fact-findings here indicate that the suitability investigation was about eight months from January 3rd to August 18th. Well seven and a half months. We've had a couple of preliminary conversations and he asked how much time we needed. I said we are asking for two months, which is about a quarter of the time that the investigation took. We think that's really reasonable here. We think that it would afford a process in which we can defend these charges. Who knows, Chair? If we dig in here over the next couple of weeks, maybe the conclusion is we shouldn't have a hearing. Maybe we get there and if we get there, we'll—but we just can't get there on this schedule. It seems to me that even the state's interest here is having a process. Because it's my understanding this is the first time everyone is kind of in a situation like this on a license revocation under these

charitable game regs. Having a process that is both in fact fair and perceived as fair is important. And so we thought about how much time do we want to ask for. I'm not going to ask for eight months. That's absurd. That's too much time. But we really do, on these witness issues, on these records, the intersection with the criminal stuff, and then just looking at the regs, they do seem to contemplate that. That's our request. Be happy to do whatever the Chair thinks is necessary or helpful to ensure that there's no dilatory anything going on here. We have another hearing next week. We can update on everything we've done. We're not stalling. We just want to get our hands around this as fast as we reasonably can so we're in a position to answer questions on who would be called, what would be—and I just want to really emphasize the existence of the criminal investigation is really challenging. It's really challenging. That's my, in addition to the general litigation, that's my background obviously. We talked about that. It's really complicated. And so I need to think about that and assess that. I think you guys probably know this already. Mr. Sanborn is very ill. We're also dealing with lots of medical appointments and side effects from medical appointments. It's not just like I can say, hey, we'll come over at 11:00 tomorrow and sit together for a few hours and just get the whole life story. There are very, very—I'd rather not get into the specific details, but he's very sick, very, very sick.

CHAIR DOUGLAS: I heard.

MR. HAFER: I've been talking for a long time, but that's our ask.

CHAIR DOUGLAS: I understand where you're coming from and the fact that you have just gotten the case. But Andy Sanborn has known this was coming for a long time. He had a previous counsel. When Delaney decided I guess not to take it and he's waited this long to get counsel. Let me think about it.

MR. HAFER: Can I address that point specifically? I wasn't going to get into the weeds on this, but I appreciate—

CHAIR DOUGLAS: It's a small state, just so you know.

MR. HAFER: I know. I can't pull myself out as a local, but I spend a lot of time here.

CHAIR DOUGLAS: No. You weren't born here.

MR. DELL'ORFANO: I think [PH 00:09:58] Attorney Hafer went to [INDISCERNIBLE 00:09:59].

[00:10:00]

MR. HAFER: I did. I probably [INDISCERNIBLE 00:10:02].

MR. DELL'ORFANO: It gets you part of the way there.

MR. HAFER: My in-laws live in Rye, so we're here all the time.

MR. DELL'ORFANO: Rye, you shouldn't have mentioned that.

CHAIR DOUGLAS: I was going to say.

MR. HAFER: Closer to Hampton.

CHAIR DOUGLAS: I'm from Nashville originally, but I probably know 75% of the people in this state because it's so freaking small. So I get it.

MR. HAFER: Let me just address that issue on Mr. Delaney and the point about he's developed a conflict. I don't think that's on him.

CHAIR DOUGLAS: No. But it was a while. I'm just saying, how long did it take to hire you.

MR. HAFER: It's as a result of Mr. Delaney being unable to represent him in this proceeding. There is a legitimate legal conflict that Mr. Delaney cannot represent in these proceedings. That's part of it.

CHAIR DOUGLAS: My husband's a lawyer. I know.

MR. DELL'ORFANO: If I could just address a couple of things here. One of the concerns that the Division has is that we're going into the renewal cycle for all of the licenses, for every holder. The suitability determination is part and parcel to that renewal. Presently there's an adverse suitability determination. Under the statute, the lottery commission could not issue a new license for the following year while that determination is in place. As I mentioned previously, part of what we saw here as being the utility of the hearing on the 3rd, and I'm not going to contest anything that Attorney Hafer said about whether they need time or not. That's their opinion. But I think at the end of the day where we come into a real legal problem is that the statute is very clear that the lottery cannot issue a license to someone who has an adverse suitability determination. On top of that, the lottery cannot suffer someone to continue to hold one of those licenses under that adverse suitability determination. And so the idea is that this hearing under RSA-541A30 Paragraph 2 was an opportunity for Mr. Sanborn to come in and show how he's in compliance with the law. Show how perhaps the Division and the Attorney General got it wrong with the suitability determination. That is really what we see the utility of this hearing to be versus in the regulations, those hearings are really for complaints that arise from for instance someone buys a ticket, they try to redeem it, and they're given half the money because the licensee decides that they're not going to give them all of it for whatever reason. That complaint would be investigated. That investigation could lead to a hearing. The regulations are really written well for that process. They aren't really written well for an adverse suitability determination. So we're kind of between a rock and a hard place here a bit where we have a statutory obligation to pull the license because of the adverse suitability determination, but there's also the due process arguments that the division recognizes. I think where we're kind of coming out on this is that this has been in the works for a while. This is not directed to Attorney Hafer because again he just joined the case. This has been in the works for a while. I would be surprised if the licensee didn't know this was coming a lot sooner. And so for him to send Attorney Hafer up here to make that claim of their argument that we just got this I think is a bit

disingenuous. Not for Attorney Hafer but for the licensee. He is doing a very good job of explaining why he needs the time. I'd be making that same argument. But I think from the position of the Division is that the fact is, is that the licensee knew all about this. We're somewhat shocked that at the 11th hour he sends counsel up here to try and say hey, we didn't have enough time. We have a real practical problem here. One is that we need to pull that license because of the adverse suitability determination. But it gets worse because if we don't pull it what happens going forward for next year. I mean will the license essentially expire on the 30th? I think the State's position is that it would. And so he would be out of business on the 30th anyway because we can't issue him a new permit. There's some case law around that that the liquor commission went through a few years ago where they had told someone that was kind of in the process of renewal

[00:15:00]

that they couldn't sell liquor for seven days until he got the new license. The Supreme Court overturned that determination by liquor. We don't want to see lottery going into that same kind of position where we're waiting for this hearing to happen, but we can't issue him a license, and it essentially shuts him down. That's part of the reason why we want to see this hearing happen sooner rather than later. Notwithstanding the very good arguments that Attorney Hafer is making. I don't compliment attorneys often, and I'm very honest when I say that I would be making the same—

MR. HAFER: I always get nervous when I get compliments.

MR. DELL'ORFANO: I'd be making the same argument. But frankly from a legal standpoint, it would be difficult for the state to see its way around him continuing to do business after December 30th in any respect.

MR. HAFER: May I respond? I'm not going to get [INDISCERNIBLE 00:15:51] on that but just a couple of things. One, Mr. Sanborn hasn't known for very long. I don't know if I have the time exactly right, but I think that he's certainly known that they were doing stuff, but it was like the Friday before Labor Day Weekend that I think the proverbial hit the fan. So that really is still like 20 days ago or 23 days ago or wherever we are. It hasn't been very much time. I will say, and I'm not making excuses, but the challenge of the medical condition has made it harder. There's no desire to delay. I will represent if he wants this thing resolved as fast as humanly possible. I think our interests are aligned there. I think the question, Chair, is in light of the competing concerns where do we land. Not that there aren't competing concerns and that sort of thing. I would say I guess just two things. Again, we're working very quickly to get up to speed on the regs, but there is a mechanism, an emergency mechanism under the regs for revocation that I don't believe that's not the one that's been invoked. So I think that cuts in favor of some time here to prepare. I do understand the December 30th issue. We did think about that. That's why we asked for the very beginning of the month, so there's time. We have no desire to gum up the works on the licensing process. We did think about that and figured that four-ish weeks would give a cushion so that what Mr. Dell'Orfano has described is not going to happen. I just wanted to address those points. That's all.

CHAIR DOUGLAS: When I referred to New Hampshire as being very, very small, I understand what you're saying but I also understand where Mark is coming from. The optics for this agency is not good. I don't care where I am. People are coming up to me all the time. And it's damaging our brand. I understand what you're saying, but I'd like to—

MR. HAFER: I understand. I didn't mean to interrupt you.

CHAIR DOUGLAS: That's okay. Just take it under advisement. But what kind of time are you asking for?

MR. HAFER: I asked—

MR. DELL'ORFANO: They asked the Division for two months.

MR. HAFER: We asked the Division for two months, which would be December 3rd instead of October 3rd.

CHAIR DOUGLAS: That's difficult.

MR. HAFER: Can I just ask—would it be possible? When you say—I just want to make sure I understand it properly. The brand and the damage to the brand or however your own words were, can you just explain?

CHAIR DOUGLAS: I mean we—

MR. DELL'ORFANO: I'd be careful with that. Because every commissioner is essentially a public person. Folks will come up to them and ask them questions about what's going on with things they see in the news. It's very common. That happens to all of our commissioners in all of our different agencies.

CHAIR DOUGLAS: I'm sure [PH 00:18:50] Jamalica gets the same thing every time.

MR. DELL'ORFANO: It's because it's a small state, as the Chair pointed out. The way that I interpreted what she said was more around the idea that people come up to her and ask her questions and she can speak for herself, but like all of our commissioners, when those kinds of things happen, they know not to talk about [PH 00:19:12] penny matters. I just want to be careful how much of that we try to go into here because it's really not the point of the—

MR. HAFER: No, no. I was just trying to understand it to the extent we're talking about what's reasonable given all the—because I guess I would just say two things. If the shoe were on the other foot, here's this clown coming up from Boston.

MR. DELL'ORFANO: We don't look at you like that.

MR. HAFER: Maybe clown wasn't the right word, but there's got to be another one. But I would say a couple of things. To me from 30,000 feet and from the outside, the public message

here is that the commission is taking this extraordinarily seriously and has moved in a very public way to assure the public that they are taking it seriously. These are very detailed findings.

[00:20:00]

It's in my experience fairly uncommon for an Attorney General to confirm the existence of an ongoing criminal investigation that has been done publicly. There's been public statements that it's been referred for a federal criminal investigation. I would just say I do think that the current record contains a lot of information that would give—again, I know we're talking here, where is the rubber going to meet the road and how do we balance all this stuff. I would just say, Chair, as you take that under advisement, I think October 3rd is literally the first day that this—there's a 15-day notice or provision. I think it's literally the fastest that this could possibly go. My view would be when you're considering this and what's a reasonable balancing that that's not where it should come out. It certainly might not come out 90 days from now, but it shouldn't be that fast. Given everything that the state has already done publicly on this and given the complexity here, that's too fast. And that doesn't strike the right balance between due process and quick, decisive action. I will say, I would like—again, Mr. Dell'Orfano has very articulately set forth the state view that it's a show-cause. That's not our reading of what it is. Our read is it has more teeth than that. I know one of the items on the agenda for today is the burden. We're trying to get our hands around it. I don't want to like officially tell you our view of the burden yet, but I will say we don't see it as—we think the burden thing is a live issue. We can submit something very quickly on that. I just can't speak to it fluently right now, other than to say we're not going to agree that it's the functional equivalent of a show-cause hearing. We think the revocation process requires what has already been done, which is a thorough investigation and proposed fact-findings and conclusions of law with respect to suitability. But that the hearing is an integral part of that process. The revocation, licensees do have rights. The Attorney General spoke about that himself. They have rights. We view the hearing as part of the process, not just the sort of check the box exercise to confirm what's already been done. I'm talking too much again.

CHAIR DOUGLAS: I'm inclined to agree with you that they have shown unsuitability. I would think the burden would be on you to show why that's not true or what they got wrong. I'll think about it.

MR. HAFER: You're inclined to think they have already shown it just based on the proposed findings that have been disclosed publicly?

MR. DELL'ORFANO: Yeah. So statutorily the Attorney General has an obligation to investigate licensees or potential licensees through the suitability process and to render a determination. Both the statute and the regs talk about as soon as the commission receives a statement from the attorney general finding that he finds a potential licensee or current licensee not suitable for the associated charitable gaming in New Hampshire it's the obligation of the commission to revoke the permit. There isn't a, well let's notice him on this and argue about whether or not he's suitable because that determination is made at the discretion of the attorney general. I mean if the legislature wanted some kind of hearing process around suitability, they would have put it in the statute and they didn't. The reason we're talking about a hearing here

today is because we have in hand the suitability determination that is adverse. Before we can revoke the permit, we need to give Mr. Sanborn and the Win Win Win the opportunity to appear and tell us how they're in full compliance with the law. That comes right out of 541A. Go ahead.

MR. HAFER: No, no. I interrupted you.

MR. DELL'ORFANO: And so I think where we see this coming out is that the rules that for the most part are there for hearings, they don't really address what happens when there's a suitability determination. That's a failing of the rules. But our rules are subject to the statutes. So the rules supersede the statute. The statute has in it language that allows the government or one of its agencies to do something. Then if a rule doesn't exist or the rule is contradictory, the rule fails. That's really the established law in New Hampshire. That's the law because this happens a lot where we may have a statute that the legislature enacts but the agency hasn't gotten around to changing the rules yet. That happens. And so that's why if there is a conflict between the rules of the statute, the statute prevails.

[00:25:00]

And here there's a clear admonishment in the statute that this person can't continue to hold, this licensee can't continue to hold this license.

CHAIR DOUGLAS: I'm also concerned. You're asking for two months, which would push it into December. And then if Mr. Sanborn is not happy with that, he has the ability to appeal to the Supreme Court. I don't know how fast they would respond to that. Then you're almost through the year and into the next year.

MR. HAFER: I hear you. I definitely hear you, Chair. I would say two things. Ma'am, do you mind if I just engage with Mr. Dell'Orfano, what he just said for a moment? I was just going to say, we looked at the lottery regs and I hear you on everything you said but there's a lot of specific rights in the lottery's regs for under 215-02 to prepare witnesses and documentary evidence. Right. That's there. 209-01 to make motions, multiple pre-hearing conferences. I'm just saying there are a lot of procedural mechanisms here for us to gum up the works. We are not looking to do that, but we would very much like to get our hands around it. That's why I tried to focus it for you, Chair. I need to figure out who the heck filed this application on his behalf, who he consulted with, and whether that person will talk to me. That's obviously a really significant thing. Hypothetically if someone did do that and told him everything was kosher and fine, that is very different than if someone said you can't do this and he did it anyway. And then the same issue on the accounting. I would just say—and I would say one other thing. Mr. Dell'Orfano and I had a very preliminary conversation on this but in light of the issues I've identified regarding the parallel criminal proceedings, if we have some meaningful time to get our hands around this, it very well may be our conclusion that we shouldn't have a hearing.

CHAIR DOUGLAS: I understand.

MR. HAFER: Right. And so you don't know me from Adam, but I'm telling you, that is a— but I can't do that—

CHAIR DOUGLAS: I understand. How long would it take you—will it take you? You have this third-party's name and contact information. How long do you think that's going to take you? Let me explain that I am leaving October 16th. This is one reason we were trying to get this done before.

MR. DELL'ORFANO: Madam Chair, if I could just interrupt. My apologies.

CHAIR DOUGLAS: Sure.

MR. DELL'ORFANO: I think that one of the things that if you decide to take this under advisement and think about an extension, one of the things I think the state would want is for there to be either voluntarily or an order of suspension of Concord Casino's license pending the outcome of the hearing.

CHAIR DOUGLAS: That was my next question.

MR. DELL'ORFANO: I don't think it's unreasonable given the fact that there is this adverse suitability determination already out there. And to be frank, our concern is that someone is going to attempt to transfer that license to a third-party. I think that we also want to make clear that that's not something that can be done presently given that the license is really in jeopardy at this point.

CHAIR DOUGLAS: That's my understanding.

MR. HAFER: No. I hear you. If there is a reasonable compromise to be made here, I'm happy to have that conversation with Mr. Dell'Orfano. My priority is you asked me specifically on time. We're going to try to find this guy on Monday. I don't know where he is. I don't know if he'll take my call. But we're not going to dawdle. I would like the opportunity to draft a letter, which we're happy to work on over the weekend, so it's also ready by Tuesday next week saying hey, this is the stuff we would like. Mr. Dell'Orfano has told me there's very little discovery on the case. That there aren't going to be witness interviews. If that's the case then we're planning to do these things next week. Write a letter and say what we have and you either tell us you don't have that stuff or you have it and give it to us. We're happy to reach out to the third-party next week. I will represent, though I don't usually do this, the forensic accountant is getting the information as we speak and doing his thing. We have really tried. Because I wanted to be able even in 36 hours to come up here and convince you that this is not just to use a hockey metaphor, rag in the puck. We're trying to move.

MR. DELL'ORFANO: Absolutely. I get the metaphor too. Here's something to think about, Madam Chair, is that perhaps

[00:30:00]

if you were to take it under advisement, perhaps we could meet again next week and see where we are. Don't make a determination this morning regarding timing, but perhaps take it under advisement and maybe we could meet—I have to check my calendar, but I want to try and do midweek next week if that is something that could work for you folks.

MR. HAFER: Yes. We were actually going to propose something similar. Come back Wednesday/Thursday. We can talk. Obviously it's the Chair's schedule that matters. But, yes.

MR. DELL'ORFANO: And while that's ongoing and, Madam Chair, the statute really kind of contemplates this. RSA-541-A contemplates the idea that parties may try to engage in certain kinds of settlement negotiations while a matter like this is pending. I think that before the next hearing that we may try to engage with opposing counsel on coming up with a solution for this. If that's agreeable for you folks.

MR. HAFER: I would be happy. Chair, if you have time next week, we'll find a way to get here.

CHAIR DOUGLAS: You're going to have your letter over the weekend, so you'll have that Monday?

MR. HAFER: Realistically we can get by Monday. Get a letter. What would we be looking for? Again, if it's not there, then it's not there then yes, we can have that letter by Monday.

CHAIR DOUGLAS: Okay.

MR. HAFER: I could have an update. Is Thursday too late? Would you rather do Wednesday? Could you do Thursday?

MR. DELL'ORFANO: My problem is Wednesday I have hearings over at marital services.

CHAIR DOUGLAS: How about Thursday?

MR. DELL'ORFANO: I could do Wednesday. I'm sorry. That's Tuesday my hearing is. I can do Wednesday.

MR. HAFER: Let me take a look at my phone.

CHAIR DOUGLAS: Sure. Our phones rule our lives.

MR. DELL'ORFANO: 20 years ago I'd be pulling out a calendar book. At least it's a lot lighter.

CHAIR DOUGLAS: Chuck still has a Rolodex on his desk. You know why? Because when somebody asks him about somebody he says, you know, I think he died. And when he does he pulls their card and writes dead. This is my husband. He's very old school.

MR. HAFER: Could we do like 3:00 p.m.? Is that too late on Wednesday? I can do Wednesday.

MR. DELL'ORFANO: That'd be fine with us.

CHAIR DOUGLAS: Yeah. John? That's the 27th.

MR. HAFER: Could we just maybe reset and maybe Mark and Zach can just reset exactly what so that we're all clear what's to be done or what's to be decided on that day?

MR. DELL'ORFANO: I think what'll be decided on that day is whether—put it this way. I don't want to say what's definitely going to be decided, but I think by that time Attorney Hafer will be able to provide some information into the Chair regarding the status of his client's case and the Chair would be able to make a more informed decision regarding the scheduling. Of course the Division's position is that October 3rd should be the day. If we receive things as part of that process and we disagree with them, we'll object to them. But I think that as far as the Division is concerned, we want to move forward on the 3rd.

MR. HAFER: You know our position on the 3rd. I can tell you by Wednesday afternoon, we are going to have demonstrable progress here and hopefully enough to persuade the Chair that the 3rd is too quick. Whatever the balancing is, Chair, if that's too quick. But I'm going to get you a letter on Monday with our asks.

MR. DELL'ORFANO: And we'll turn around and respond relatively—if one is required from us, we'll turn around something pretty quickly. I think the one thing thought and I'll reserve this for later. It's not critical here. Let me see what you guys send.

CHAIR DOUGLAS: And that should give you time—you do have the contact on this third-party?

MR. HAFER: I know who it is. I know the name. That's the extent of what I know. Where? I don't know whether I have a phone number yet or where he is. But it's at the very top of our list of things to do on Monday.

CHAIR DOUGLAS: Hopefully you get a home phone number and you can talk to the person over the weekend.

MR. HAFER: That's true. For example, that's something [INDISCERNIBLE 00:34:49]. I'm not going to talk about what we might have said in the phone conversation, but it's a big difference to us if he's been interviewed or he's not been interviewed.

[00:35:00]

MR. DELL'ORFANO: He hasn't been interviewed. We haven't spoken to the individual that assisted Win Win Win on their applications. There's been no contact with those folks.

CHAIR DOUGLAS: Well since there's a parallel investigation, I would think that it's going to be crucial to figuring out.

MR. HAFER: It is.

MR. DELL'ORFANO: Madam Chair, just for your information, I am not involved with the criminal investigation whatsoever. I'm strictly on his license action. The criminal division at DOJ is running the criminal investigation for the state. I'm sure Attorney Hafer will understand this. I've been told that no one at the U.S. Attorney's Office can confirm or deny whether or not there is an investigation going on with their office.

CHAIR DOUGLAS: Right.

MR. HAFER: I appreciate, Chair, you listening. I appreciate the courtesy. I appreciate the willingness to meet again on Wednesday. I appreciate it.

CHAIR DOUGLAS: My list of questions is getting shortened. Until we have the meeting on Wednesday—

MR. DELL'ORFANO: Maybe we should adjourn this to that future date so that we can give Mr. Sanborn's—

CHAIR DOUGLAS: That's what I mean.

MR. DELL'ORFANO: Win Win Win's counsel the opportunity to present the information that they're discussing.

CHAIR DOUGLAS: Yeah. That's what I was going to say. Because everything else—

MR. DELL'ORFANO: Might be able to have a better conversation.

MR. HAFER: We appreciate that. We understand. We saw that.

MR. DELL'ORFANO: We do understand that this is rather close timeframe, but I think that if you folks are able to send that stuff up then we can take a look at it and reconvene on Wednesday.

MR. HAFER: May I make one final suggestion before we go off the records? It would just be on this one other thing that could be constructive to try to at least each set forth our positions on is this notion of whether it's show-cause or whether it's something other than show-cause. It may be worthwhile for you and I to exchange emails with some cites or that sort of thing so we tee that up for you, Chair. Because I think that's a—

MR. DELL'ORFANO: Are you suggesting we brief it?

MR. HAFER: I don't want to like gum you up with papers that you don't want to read, but it might not be that. It's just that one narrow issue, a page or two on the issue. I don't know.

MR. DELL'ORFANO: Let me do this. Let me think about that. Okay. Because I understand your position. Let me think about it and we can connect over email.

MR. HAFER: Okay. Great.

MR. DELL'ORFANO: Then we can have a discussion on it at the next time.

CHAIR DOUGLAS: Okay. We are scheduling for next Wednesday, the 27th at 3:00. Are we planning to meet here?

MR. DELL'ORFANO: Yes.

MR. HAFER: I'll have to confirm that.

CHAIR DOUGLAS: I was going to say, do you know if this is available.

MS. CROCKETT: I'll make it available.

CHAIR DOUGLAS: Thank you. I was going to say.

MR. DELL'ORFANO: Nobody wants to meet at DOJ because we're in the process of moving and the place is like all torn apart.

CHAIR DOUGLAS: You know, I drove by there the other day and Chuck asked me if you guys have moved yet.

MR. HAFER: The place was all torn apart before you were moving.

CHAIR DOUGLAS: I know.

MR. DELL'ORFANO: [PH 00:38:30] DAS came by and told us that they were shutting down our elevators because they don't comply any longer. New Hampshire's Department of Labor Standards.

CHAIR DOUGLAS: I'm not going to say a word.

MR. DELL'ORFANO: I once had an Attorney General tell me that all of the boxes of documents were causing a load failure and it's a good thing that I was on the third floor because otherwise I'd be in trouble.

CHAIR DOUGLAS: Okay. We have an event over on the sea coast.

MR. DELL'ORFANO: Yeah. But that's not until much later.

CHAIR DOUGLAS: 5:00-5:30, so we should be fine.

MR. HAFER: Okay. See you Wednesday. Thank you.

CHAIR DOUGLAS: Yes. I'm sorry it was a long trip for a short.

MR. HAFER: We're happy.

CHAIR DOUGLAS: At least you were coming the right way.

MR. HAFER: Correct. It's an easy drive. I live north of the city.

CHAIR DOUGLAS: Oh, you do. Do you also? Oh good. You should live in New Hampshire. The taxes are better.

MR. HAFER: I'm coming here as soon as my kids are finished school.

MR. DELL'ORFANO: Which [INDISCERNIBLE 00:39:31].

MR. HAFER: We live in Winchester. My wife grew up in Lexington, so very little capital, which is close to zero. Making sure we didn't move to Lexington. So we went one town over.

CHAIR DOUGLAS: Too close.

MR. DELL'ORFANO: Lexington is a beautiful town too. My best friend from college lives in Lexington.

CHAIR DOUGLAS: The son that went to Dartmouth, he did his undergraduate there.

[00:40:00]

And then they brought him back for his PhD. Yeah.

MR. HAFER: What year was he an undergrad?

CHAIR DOUGLAS: He's 52.

[00:40:11]



I, Anders Nelson, hereby certify that “Sanborn Pre Hearing Recording 9-22-23” is, to the best of my knowledge and belief, a true and accurate transcription of the recorded proceeding.

Anders Nelson

Anders Nelson
Project Manager

October 9, 2023

Exhibit H



Over \$2 Billion and Counting for our Schools

GOVERNOR Christopher T. Sununu
CHAIRMAN Debra M. Douglas
COMMISSIONER H. Andy Crews
COMMISSIONER Erle B. Pierce
EXECUTIVE DIRECTOR Charles R. McIntyre

**New Hampshire Lottery Commission
5 Year Suitability Review
Games of Chance License
Win Win Win, LLC d/b/a Concord Casino**

March 13, 2023

SUMMARY OF FINDINGS

A. Introduction

I. Background/Legal Authority

This report relates to the suitability of Win Win Win, LLC d/b/a Concord Casino (hereinafter referred to as “Concord Casino”) and its’ principal Anthony Sanborn, to continue to be associated with gaming in New Hampshire. Concord Casino first applied for and received a Game Operator Employer and Games of Chance Facility license in 2018.¹ Prior to 2019, the Lottery Commission and Department of Justice did not conduct thorough suitability reviews due to limitation of resources and the small-scale nature of these gaming entities. In late 2018, the Department of Justice and New Hampshire Lottery Commission revamped the suitability process and required that all new applications be thoroughly vetted by both entities. In 2022, that process was amended to allow the Lottery Commission to conduct the primary investigation and make a recommendation on suitability to the Department of Justice who reviews the Lottery Commission’s findings and makes a final decision on suitability.

RSA 287-D:11 requires a review of the suitability of a game operator employer and games of chance facility upon initial application and every five years thereafter. As pre-2019 licensees were not subject to full reviews, the Department of Justice and Lottery Commission have committed to conducting a full suitability review at the five-year interval to determine whether these licensees should remain involved with gaming in New Hampshire. Concord Casino received its’ initial license in 2018 and is due for its suitability review in 2023.

This review is conducted in accordance with RSA 284:3-a and RSA 287-D:11.

¹ Initial Games of Chance Application dated September 28, 2018, attached as Exhibit 1.



Live Free or Die

New Hampshire Lottery Commission 14 Integra Drive Concord, New Hampshire 03301
TEL 603.271.3391 FAX 603.271.1160 TDD 1.800.735.2964 www.nhlottery.com

II. Investigation Procedure

This office reached out to Mr. Sanborn on January 6, 2023, to advise him of the suitability review.² At that time, we requested the statutorily requested information laid out in RSA 287-D:11 and a Suitability Determination Release of Liability Waiver. We received the requested information on January 31, 2023, but have not received a waiver despite promises to deliver one.³

Currently, Games Operator Employer applications provide little substantive information on which to base an investigation. Applicants are not required to provide a Multi-Jurisdictional Personal Disclosure Form. This review has been based primarily on agency records from regulating Concord Casino and open-source records relating to the entity and its' principal.

B. Concord Casino

I. Company Background

The organization and structure of Concord Casino is very straightforward. Mr. Sanborn reports that he is the single member, 100% owner and manager of the entity.⁴ The company was organized in 2018 at the time of its initial application.⁵ Concord Casino's operations relate solely to gaming operations. It is a separate legal entity from The Draft bar and restaurant which leases the space to Concord Casino.

The only notable item about the corporate structure is that the NAICS codes for the company are inconsistent with the business. Specifically, the company is classified as a "Health and Personal Care Store" and the trade name is listed as relating to Automotive Exhaust System repair.⁶

II. Regulatory History

Concord Casino has been consistently licensed since 2018 and has a relatively benign regulatory history. The company received four written warnings over the four years of games of chance operation, with three of the warnings relating to a single incident.⁷ These warnings related to late filing of financial reports and failure to post charitable information. Of note, the company also holds a Bingo/Lucky 7 license.⁸ The bingo consultant, Laurie Sanborn, has been the subject of two administrative actions for hosting an unlicensed bingo.⁹ Those cases were

² January 6, 2023, letter from Conforti to Sanborn attached as Exhibit 2.

³ Email from Sanborn to Conforti dated January 31, 2023, attached as Exhibit 3.

⁴ See Exhibit 3 and Secretary of State filings attached as Exhibit 4.

⁵ See Exhibit 4.

⁶ *Id.*

⁷ Letters of Warning to Concord Casino attached as Exhibit 5.

⁸ 2023 Bingo license attached as Exhibit 6.

⁹ Bingo Administrative Actions as Exhibit 7.

consolidated and resolved for a fine of \$1,000.¹⁰ It should be noted, however, that these actions do not relate to Concord Casino's license as bingo activities are the responsibility of the charity and their consultant.

III. Audit/Financial Review

Concord Casino underwent a regularly scheduled audit in 2021 covering the period from December 1, 2020, to February 28, 2021.¹¹ The audit report identified six observations, mostly relating to inaccurate or insufficient financial documentation. The observations themselves were largely consistent with the findings of similar types of game rooms. Generally, licensees agree to make recommended changes to procedures and demonstrate that they are seeking to resolve any identified issues. Concord Casino, however, refused to acknowledge several of the concerns and did not commit to implementing the recommendations identified in the audit.¹² This discussion continued past the audit as Concord Casino refused to implement basic cash controls requested by the auditors.

In late 2021, the Lottery Commission agreed to license Concord Casino for 2022 with the understanding that the parties would meet and attempt to resolve the Commission's concerns as identified in the audit report. That meeting did not take place until later in 2022 when Concord Casino sought approval for expanded gaming space. The Commission permitted the use of the expanded facility contingent on another audit being conducted and issues being resolved before the 2023 license deadline.¹³

The 2022 audit identified more substantial issues than the previous version. The initial findings of the audit are outlined in an October 3, 2022, letter from John Conforti to Executive Director Charles McIntyre.¹⁴ This letter was provided to the Department of Justice days later given the potential legal implications of the Commission's findings. In summary, the audit identified concerns relating to Concord Casino's application for and use of an \$844,000 Economic Injury Disaster Loan ("EIDL") from the United States Small Business Administration.¹⁵ Mr. Sanborn applied for this loan under the inaccurate NAICS codes.¹⁶ Generally, gaming establishments are not eligible for these loans, however, due to COVID rule changes it is unclear whether loan was properly procured.¹⁷

At the time that Concord Casino obtained the EIDL disbursement it had almost no operating funds.¹⁸ The company appears to have used these funds in several unauthorized ways

¹⁰ Settlement Agreement attached as Exhibit 8.

¹¹ 2021 Audit Report attached as Exhibit 9.

¹² *Id.*

¹³ Email from Conforti to Sanborn dated August 18, 2022, attached as Exhibit 10.

¹⁴ Letter from Conforti to McIntyre attached hereto as Exhibit 11.

¹⁵ See Exhibit 11 and 2022 Draft Audit Report attached as Exhibit 12.

¹⁶ Exhibit 11 at p. 2.

¹⁷ Exhibit 11 at p 2-4.

¹⁸ Exhibit 11 at p. 2.

including the apparent purchase of race car parts and engines, rent payments to another Sanborn owned company that were not due under the lease, payments of rent to a Sanborn company that had no lease with Concord Casino, and expenditures relating to the expansion and potential relocation of the Sanborn business.¹⁹ Many of these impermissible purchases were identified in the company financials as allowable expenses including "equipment" and "advertising."²⁰

We note that the Lottery Commission is not a law enforcement organization and is not tasked with conducting forensic financial reviews. We recommend that the Department of Justice perform additional investigation on the items identified in this audit report and/or refer the matter for additional review by the relevant federal authorities. Assuming, however, that the audit findings are substantiated, Concord Casino would not be suitable to be engaged in gaming in any jurisdiction.

IV. Criminal History/Litigation

Concord Casino has no criminal history and has not been the subject of any litigation, liens, or bankruptcies.

C. Anthony Sanborn

As noted above, Anthony Sanborn (d.o.b. 6/15/1962) is the sole member and manager of Concord Casino. He is married to a current member of the State Legislature, Laurie Sanborn. Mrs. Sanborn holds no formal position within Concord Casino; however, she has served as a licensed bingo consultant for charities operating at the facility. Mr. and Mrs. Sanborn currently live in Bedford, NH in a home owned by the Laurie J. Sanborn Revocable Trust.²¹

I. Business History

Mr. Sanborn is the manager of several LLCs, including The Best Revenge LLC which owns the real estate occupied by the Concord Casino and The Draft, LLC which is the restaurant and bar that shares the space with the casino.²² Additionally, Mr. Sanborn has an LLC and registered trade name related to a proposed expanded gaming facility in Concord.²³ Finally, we were able to identify two other LLCs that are for the purpose of owning real estate.²⁴

Mr. Sanborn had previously been associated with a business by the name of Branagan's Cycling Company, Inc. ("Branagan") that was closed in 2004 and dissolved in 2006.²⁵ We were

¹⁹ Exhibit 11 at p. 2-4

²⁰ *Id.*

²¹ Sanborn real estate information attached as Exhibit 13.

²² Secretary of State records for Sanborn owned businesses attached as Exhibit 14.

²³ *Id.*

²⁴ *Id.*

²⁵ Secretary of State records for Branagan attached as Exhibit 15.

able to obtain partial information relating to the business closure through the Department of Justice. An involuntary Chapter 7 bankruptcy was filed in United States Bankruptcy Court for the District of New Hampshire (Docket # 05-10083-MWV) against Branagan by four of its creditors in 2005.²⁶ The proceeding was concluded in 2009 and limited information is provided in these documents related to the proceeding. Press reports accused Sanborn of shutting down the store with the intent to defraud his suppliers to pay personal debt.²⁷ These reports were made in the context of Mr. Sanborn's political activities as a candidate and campaign surrogate for others. Other reports contemporaneous with the business closure seem to contradict the more salacious reports that workers were shut out without notice.²⁸

II. Criminal Background

Mr. Sanborn has been subject to criminal background checks every year for the past five years as part of the licensing process. To the best of our knowledge Mr. Sanborn has no criminal record.

III. Legal History

Mr. Sanborn and his companies have a substantial history of tax liens. Specifically, Mr. Sanborn had 13 tax liens filed against him personally.²⁹ Mrs. Sanborn had 10 tax liens filed against her.³⁰ An additional 14 tax liens were filed against Sanborn owned entities.³¹ It appears that all or nearly all the liens were resolved, however, the number of liens demonstrates a pattern of non-compliance with financial responsibilities.

IV. Character/Reputation

Mr. Sanborn served as State Senator from 2010-2018 before leaving office to run for United States Congress. Mr. Sanborn was the subject of an ethics probe during his time in the legislature.³² The initial allegation under review was that a Senate intern received cash in exchange for a promise not to report Senator Sanborn for inappropriate comments made to the intern.³³ This ethics investigation was conducted by the New Hampshire Department of Justice. We made a request to review the file related to this investigation which was not granted.

The investigation substantiated that Mr. Sanborn had made inappropriate comments to the intern but failed to corroborate that the victim had received money or a job offer as a quid pro

²⁶ Bankruptcy case records attached as Exhibit 16.

²⁷ Daily Beast.com article dated April 7, 2015, updated April 7, 2017, attached hereto as Exhibit 17.

²⁸ Keene Sentinel article dated November 27, 2004, attached as Exhibit 18.

²⁹ Merrimack County Tax Information attached as Exhibit 20.

³⁰ *Id.*

³¹ *Id.*

³² Letter from Sr. Asst. Attorney General Ward to Senate President Morse dated June 5, 2018, attached as Exhibit 21.

³³ *Id.*

quo for not pursuing a complaint. At the conclusion of the investigation, several witness transcripts were released to the public which cast a negative light on Mr. Sanborn's behavior. This included evidence that Mr. Sanborn had made crass comments about oral sex to an intern in 2013 and that Mr. Sanborn made "near daily" unwelcome comments about a female staffer's appearance.^{34 35}

CONCLUSION

The limited administrative actions taken against Concord Casino have been the result of carelessness rather than nefarious conduct and we have not seen material issues with payments to charities or players. In addition, neither the entity nor Mr. Sanborn have criminal or litigation history that would cause concern.

The finances of the company and Mr. Sanborn personally remain unclear. Concord Casino appears to have limited cash flow from operations and had almost no funds in their operational account at the time that they received the EIDL loan. As we did not have access to the financial reports of his other entities or his tax returns, we are unable to make an informed decision on his financial suitability at this time.

Despite nearly five years of licensed operations, we have grave concerns with Concord Casino's continuing involvement in gaming in New Hampshire. This review has identified that Mr. Sanborn has a general disregard for compliance with laws, rules, and procedures. The most severe example is the apparent fraud and misuse of an \$844,000 EIDL loan. Based on our review, it appears more probable than not that Mr. Sanborn has used these funds for purposes that are not permitted under the conditions of the loan. Moreover, these do not appear to be mere technical violations of complex loan requirements. Rather, this appears to be a concerted effort to divert money intended to assist Concord Casino to personal hobbies and non-Concord Casino accounts that are controlled by Sanborn. Mr. Sanborn attempted to conceal his actions by labeling these diversions as equipment purchases, advertising expenses, and rent. This behavior is not merely unsuitable to be engaged in gaming but is a likely violation of federal law.

The apparent abuse of federal funds is part on an ongoing pattern of disregard for legal requirements. This is further evidenced by the habitual failure to pay taxes in a timely basis leading to 37 separate tax liens filed against him, his companies, and his family and the bankruptcy of his prior business which was allegedly designed to defraud his suppliers. Finally, Mr. Sanborn's conduct while a State Senator gives us grave concerns about his personal character and fitness to associated with gaming, specifically given the severe and pervasive sexual harassment outlined in public documents.

³⁴Concord Monitor article dated August 29, 2018, attached as Exhibit 22.

³⁵ WMUR article dated August 18, 2018, attached as Exhibit 23.

As noted at the outset, this investigation has largely been limited to review of existing agency records and public source documents. We would encourage the Department of Justice to conduct further investigation of the issues highlighted in this report. Specifically, we would suggest that the Department review its own files with respect to Mr. Sanborn's ethics investigation to provide additional insight on the licensee's character. More importantly, we would suggest that the Department of Justice conduct a financial forensic investigation of Concord Casino's application for and use of EIDL funds or refer the matter to the appropriate federal law enforcement agency.

Assuming that further investigation largely corroborates the findings of this report, we would recommend that Concord Casino and Mr. Sanborn be found not suitable to be engaged in gaming in New Hampshire. To the extent the Department of Justice agrees with that conclusion, we look forward to discussing the administrative actions that may be taken against these licensees.

Respectfully submitted,



John J. Conforti, Esq.
Chief Compliance Officer

Enclosures

EXHIBIT 1



RECEIVED
 OCT 1 2018
 By _____

Racing and Charitable Gaming
 A Division of the New Hampshire Lottery Commission
 Regulation & Enforcement of Racetracks, Bingo, Lucky 7 and Games of Chance

#2002
 \$10.00

CK#2876
 #750

Official Use Only

ID#: E0058

EM-19-00015
 License #: _____

Reviewer: YL

BH

**GAMES OF CHANCE APPLICATION
 FOR A GAME OPERATOR EMPLOYER**

1. TYPE OF APPLICATION

12/31/18

New Application Renewal Application (Current ID# _____)

2. CONTACT INFORMATION

Business Name of Game Operator Employer:

Win Win Win LLC

Business Address:

71 Eagle Drive Bedford NH 03110
 Street/PO Box City/Town State Zip

Phone #:

(603)6821165

Fax #:

Web Address:

Federal Tax ID # (FEIN):

83-1680326

Is the business in good standing with the NH Department of Revenue Administration (DRA)?

Yes No

To qualify for a license, the business must be in good standing with the NH DRA

3. BUSINESS OWNERS/MANAGERS

Provide a complete list of the names and title of all business' owners, partners, trustees, officers, directors, shareholders, managers or members. If more space is needed, submit the list on a separate sheet of paper.

Name	Title
<u>Anthony Sanborn</u>	<u>member/manager</u>

Have any of the individuals identified above been convicted of a felony within the previous 10 years or a misdemeanor involving falsehood or dishonesty within the previous 5 years, which has not been annulled by a court, or violated any statutes or rules governing charitable gambling?

Yes No

If yes, please provide the name of the individual, the date and description of the charges, and any other relevant information.

GAMES OF CHANCE APPLICATION FOR A GAME OPERATOR EMPLOYER

Application for: Win Win Win LLC
(Name of Game Operator Employer)

4. INDIVIDUAL ACTING AS THE GAME OPERATOR EMPLOYER (GOE)

Name and Title of Individual Acting as GOE: <u>Anthony Sanborn</u>	
Address for Official Correspondences: <u>71 Eagle Dr Bedford NH 03110</u> Street/PO Box City/Town State Zip	
Phone Number(s): <u>(603) 6821165</u>	E-mail: <u>senatorsanborn@gmail.com</u>
Is this individual <input type="checkbox"/> An owner of 10% or more of the business <input type="checkbox"/> A Partner <input checked="" type="checkbox"/> A Managing Member <input type="checkbox"/> A Chief Executive	
<ul style="list-style-type: none">❖ To qualify as a Game Operator Employer, the individual must own 10% or more of the business, or be a partner, managing member or chief executive of the business.❖ The individual serving as the Game Operator Employer is subject to a background and criminal history check.❖ All Game Operator Employers must also be licensed as a Primary Game Operator.	

5. FINANCIAL INSTITUTION WHERE GOC FUNDS WILL BE HELD

<u>Citizens Bank</u>	<u>3314180529</u>
Name of the Financial Institution* where Funds will be Deposited/Withdrawn	Account Number
<i>*The financial institution must have at least one branch in New Hampshire</i>	

6. ATTESTATION

I certify, under penalty of unsworn falsification pursuant to RSA 641:3, that the information provided on this application and on any supporting documentation is true, accurate and complete and that there are not willful misrepresentations in or falsifications of the information provided herein.

AM Sanborn 9/28/18
Signature of Individual Acting as the GOE* Date

**Signature must be of the individual identified in section 4 above.*

EXHIBIT 2

January 6, 2023

RE: 2023 Games of Chance Suitability Reviews

You are receiving this letter because you currently hold a Game Operator Employer license and/or Games of Chance Facility license that is due for a suitability investigation in 2023. RSA 287-D:11 requires the Lottery Commission and Attorney General's office to conduct a review of potential or existing licensees at the time of initial application and every five years thereafter to ensure that the licensee is fit to be associated with charitable gaming in New Hampshire. Our records indicate that you are scheduled for a review during 2023 as it has been at least five years since your initial application.

These investigations are conducted by the Lottery Commission and then reviewed with the Attorney General to make a final determination on suitability. In order to assist in conducting this review, we ask that you submit the following information in writing to our office by Friday, January 20, 2023:

1. The name, residence address, and nature of the ownership interest including, where applicable, the number of shares of stock held and if known, how obtained, of every person who possesses an ownership interest in your entity.
2. The name, address, present principal occupation or employment, and name and principal business of any corporation or other organization in which such employment is carried on of every director, officer, and holder of 10 percent or more ownership interest in your entity.
3. A completed Suitability Determination Release of Liability Waiver (attached).
4. Any other information that you would like the Commission to be aware of that may have an impact on your suitability to operate or host charitable gaming.

If you have a pending historic horse racing or initial game operator employer application pending with the Commission, you can disregard this letter as a suitability review will be conducted based on the information provided in those applications.

Please feel free to contact me if you have any questions.

Very truly yours,



John J. Conforti
Chief Compliance Officer

cc: Mark Dell'Orfano, Esq., New Hampshire Department of Justice



EXHIBIT 3

Santos, Joshua

From: Conforti, John
Sent: Wednesday, February 1, 2023 9:56 AM
To: Santos, Joshua
Subject: FW: Suitability review

Here's the ultimate reply. I will send you the entire thread

From: Andy <Andy@concordnhcasino.com>
Sent: Tuesday, January 31, 2023 6:43 PM
To: Conforti, John <John.j.conforti@lottery.nh.gov>
Subject: Suitability review

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Hey John;

Thanks for sending this over, and again for the record, I had not seen it previously.

That said, here is the info....

1. Win Win Win, LLC is a single member LLC (no stock), of which, I am 100% Managing Member. I formed the LLC and funded the start up operation as seen on the Balance Sheet

Andy Sanborn
71 Eagle Dr, Bedford, NH 03110

2. See above. I am 100% owner. No other investors or principals

3. I don't see any sort of a waiver here, nor attached to your email? Did I miss something? Along that line, what sort of waiver do you need? And Why?

4. I am unsure what information you are looking for with this question. Could you please clarify?

I am hopefully now finding the time to get our HHR application in, so this covers that section of the Multi J?

Can we meet in the afternoon on the 7th? I will note, that again, the Commission just drew another \$6,000 from our Lottery operating account which I do believe these takings are unwarranted and I am due significant money back.

Best

Andy

EXHIBIT 4

Business Information

Business Details

Business Name: WIN WIN WIN, LLC	Business ID: 801530
Business Type: Domestic Limited Liability Company	Business Status: Good Standing
Management Style: Member Managed	
Business Creation Date: 08/20/2018	Name in State of Formation: Not Available
Date of Formation in Jurisdiction: N/A	
Principal Office Address: 67 South Main St., Concord, NH, 03301, USA	Mailing Address: PO Box 2244, Concord, NH, 03302, USA
Citizenship / State of Formation: Domestic/New Hampshire	
	Last Annual Report Year: 2022
	Next Report Year: 2023
Duration: Perpetual	
Business Email: andy@concordnhcasino.com	Phone #: 603-682-1165
Notification Email: andy@concordnhcasino.com	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Retail Trade	All Other Health and Personal Care Stores

Principals Information

Name/Title

Anthony Sanborn / Member

Page 1 of 1, records 1 to 1 of 1

Business Address

71 Eagle Drive, Bedford, NH, 03110, USA

Registered Agent Information

Name: Anthony M Sanborn

Registered Office Address: 71 Eagle Dr, Bedford, NH, 03110, USA

Registered Mailing Address: 71 Eagle Dr, Bedford, NH, 03110, USA

Trade Name Information

Business Name

CONCORD CASINO

(/online/BusinessInquire/TradeNameInformation? businessID=649651)

Business ID

821615

Business Status

Active

Trade Name Owned By

Name

Title

Address

Trademark Information

Trademark Number Trademark Name

Business Address

Mailing Address

No records to view.

[Filing History](#)

[Address History](#)

[View All Other Addresses](#)

[Name History](#)

[Shares](#)

[Businesses Linked to Registered Agent](#)

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[\(/online/Home/ContactUS\)](#)

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Business Name Search

[← Back to Home \(/online\)](#)

Business Details

Business Name: CONCORD CASINO	Business ID: 821615
Business Type: Trade Name	Business Status: Active
Expiration Date: 6/14/2024	Last Renewal Date: Not Available
Business Creation Date: 06/14/2019	
Principal Business Office Address: 67 South Main, Concord, NH, 03301, USA	Mailing Address: PO Box 2244, Concord, NH, 03302, USA

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Other Services (except Public Administration)	Automotive Exhaust System Repair

Page 1 of 1, records 1 to 1 of 1

Trade Name Information

Business Name	Business ID	Business Status
---------------	-------------	-----------------

Trade Name Owned By

Name	Title	Address
WIN WIN WIN, LLC (801530)	Business	Good Standing

[Back](#) [Filing History](#) [Address History](#) [View All Other Addresses](#) [Return to Search \(/online/BusinessInquire/?isStartupAction=False\)](#)

NH Department of State, 107 North Main St, Room 204, Concord, NH 03301 - [Contact Us \(/online/Home/ContactUS\)](#)

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EXHIBIT 5



Nearly \$2 Billion and Counting for our Schools

GOVERNOR Christopher T. Sununu
CHAIRMAN Debra M. Douglas
COMMISSIONER Paul J. Holloway
COMMISSIONER H. Andy Crews
EXECUTIVE DIRECTOR Charles R. McIntyre

LETTER OF WARNING

February 26, 2021

Anthony Sanborn- Game Operator Employer
Win Win Win, LLC DBA Concord Casino
71 Eagle Drive
Bedford, NH 03110

RE: Concord Lions Club late January of 2021 monthly financial reports

It has come to the attention of the New Hampshire Lottery Commission that the above mentioned organization has not submitted its Games of Chance Monthly Financial Report for January of 2021 to the Commission as required by RSA 287-D:22 I(a)(b).

RSA 287-D:22 I (a)(b) Financial Reports, Inspections, and Other Records. *1. (a) A charitable organization shall submit a complete financial report for all game dates licensed under RSA 287-D:4 to the lottery commission on forms approved by the lottery commission within 15 days of the end of each month during which a game of chance was held. Such report shall be completed by the treasurer of the charitable organization or a duly authorized officer, director, or official of the charitable organization who shall certify such accounting under oath; or (b) A licensed primary game operator under contract to conduct games of chance on behalf of a charitable organization shall prepare and submit the financial reports required under subparagraph (a). In such case the charitable organization shall not be required to submit such report. Such report shall be completed by the primary game operator who shall certify such accounting under oath.*

1. You have 5 business days from the date of this letter to submit the required Games of Chance Monthly Financial Report to the Commission for the month noted above.
2. You have 15 business days from the date of this letter to submit a written response to the Commission explaining the corrective action you have taken to comply with the statute(s) and/or rule(s) as noted above. Failure to do so may result in the initiation of formal action by the Commission which may include the issuance of administrative fines, and/or suspension or revocation of the organization's license.

If you have any questions or require additional information regarding this notice, please contact me at (603) 230-3107.

Joshua Santos
Administrator of Gaming Operations
joshua.a.santos@lottery.nh.gov



Live Free or Die

New Hampshire Lottery Commission 14 Integra Drive Concord, New Hampshire 03301
TEL 603.271.3391 FAX 603.271.1160 TDD 1.800.735.2964 www.nhlottery.com



Nearly \$2 Billion and Counting for our Schools

GOVERNOR Christopher T. Sununu
CHAIRMAN Debra M. Douglas
COMMISSIONER Paul J. Holloway
COMMISSIONER H. Andy Crews
EXECUTIVE DIRECTOR Charles R. McIntyre

LETTER OF WARNING

February 26, 2021

Anthony Sanborn- Game Operator Employer
Win Win Win, LLC DBA Concord Casino
71 Eagle Drive
Bedford, NH 03110

RE: Newport Montessori School late January of 2021 monthly financial reports

It has come to the attention of the New Hampshire Lottery Commission that the above mentioned organization has not submitted its Games of Chance Monthly Financial Report for January of 2021 to the Commission as required by RSA 287-D:22 I(a)(b).

RSA 287-D:22 I (a)(b) Financial Reports, Inspections, and Other Records. *I. (a) A charitable organization shall submit a complete financial report for all game dates licensed under RSA 287-D:4 to the lottery commission on forms approved by the lottery commission within 15 days of the end of each month during which a game of chance was held. Such report shall be completed by the treasurer of the charitable organization or a duly authorized officer, director, or official of the charitable organization who shall certify such accounting under oath; or (b) A licensed primary game operator under contract to conduct games of chance on behalf of a charitable organization shall prepare and submit the financial reports required under subparagraph (a). In such case the charitable organization shall not be required to submit such report. Such report shall be completed by the primary game operator who shall certify such accounting under oath.*

1. You have 5 business days from the date of this letter to submit the required Games of Chance Monthly Financial Report to the Commission for the month noted above.
2. You have 15 business days from the date of this letter to submit a written response to the Commission explaining the corrective action you have taken to comply with the statute(s) and/or rule(s) as noted above. Failure to do so may result in the initiation of formal action by the Commission which may include the issuance of administrative fines, and/or suspension or revocation of the organization's license.

If you have any questions or require additional information regarding this notice, please contact me at (603) 230-3107.

Joshua Santos
Administrator of Gaming Operations
joshua.a.santos@lottery.nh.gov



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New Hampshire Lottery Commission 14 Integra Drive Concord, New Hampshire 03301
TEL 603.271.3391 FAX 603.271.1160 TDD 1.800.735.2964 www.nhlottery.com



Nearly \$2 Billion and Counting for our Schools

GOVERNOR Christopher T. Sununu
CHAIRMAN Debra M. Douglas
COMMISSIONER Paul J. Holloway
COMMISSIONER H. Andy Crews
EXECUTIVE DIRECTOR Charles R. McIntyre

LETTER OF WARNING

February 26, 2021

Anthony Sanborn- Game Operator Employer
Win Win Win, LLC DBA Concord Casino
71 Eagle Drive
Bedford, NH 03110

RE: New Hampshire Alliance for Public Charter Schools late January of 2021 monthly financial reports

It has come to the attention of the New Hampshire Lottery Commission that the above mentioned organization has not submitted its Games of Chance Monthly Financial Report for January of 2021 to the Commission as required by RSA 287-D:22 I(a)(b).

RSA 287-D:22 I (a)(b) Financial Reports, Inspections, and Other Records. *I. (a) A charitable organization shall submit a complete financial report for all game dates licensed under RSA 287-D:4 to the lottery commission on forms approved by the lottery commission within 15 days of the end of each month during which a game of chance was held. Such report shall be completed by the treasurer of the charitable organization or a duly authorized officer, director, or official of the charitable organization who shall certify such accounting under oath; or (b) A licensed primary game operator under contract to conduct games of chance on behalf of a charitable organization shall prepare and submit the financial reports required under subparagraph (a). In such case the charitable organization shall not be required to submit such report. Such report shall be completed by the primary game operator who shall certify such accounting under oath.*

1. You have 5 business days from the date of this letter to submit the required Games of Chance Monthly Financial Report to the Commission for the month noted above.
2. You have 15 business days from the date of this letter to submit a written response to the Commission explaining the corrective action you have taken to comply with the statute(s) and/or rule(s) as noted above. Failure to do so may result in the initiation of formal action by the Commission which may include the issuance of administrative fines, and/or suspension or revocation of the organization's license.

If you have any questions or require additional information regarding this notice, please contact me at (603) 230-3107.

Joshua Santos
Administrator of Gaming Operations
joshua.a.santos@lottery.nh.gov



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Nearly \$2 Billion and Counting for our Schools

GOVERNOR Christopher T. Sununu
CHAIRMAN Debra M. Douglas
COMMISSIONER Paul J. Holloway
COMMISSIONER H. Andy Crews
EXECUTIVE DIRECTOR Charles R. McIntyre

LETTER OF WARNING

August 12, 2021

Anthony Sanborn- Game Operator Employer
Win Win Win, LLC DBA Concord Casino
71 Eagle Drive
Bedford, NH 03110

RE: Charitable organization not prominently displayed on August 9, 2021

On August 9, 2021, members of the New Hampshire Lottery Commission’s Auditing unit conducted a site visit in relation to their current audit of your game room, Win Win Win, LLC DBA Concord Casino. They observed that the bulletin board which lists your sponsored charity, stated “Our Honeymoon Fund” under the heading of “today’s charity”. The only other location in the facility where the name of the charitable organization is displayed is on the actual license. This is in violation of the following administrative rule:

LOT 7207.03(b)(1)

- (b) The charitable organization, or the operator employer hired to act on behalf of the organization, shall publicly and prominently display the following information:
 - (1) The name of the licensed charitable organization sponsoring the event;

Subsequent investigation by Investigator Messina found that the charitable organization’s name was removed from the bulletin board and replaced with the above listed message by a non-gaming employee of your business on August 8, 2021 at approximately 11:45 PM, and was done by the employee in a joking manner. Investigator Messina determined that staff noticed the bulletin board did not accurately reflect the current charity, and changed it on August 9, 2021 at approximately 4:30 PM. Game room management has communicated that the employee will be disciplined for this action.

The rule exists to notify the public that gaming in New Hampshire exists to partner with and benefit charity. The conclusion that may have been drawn by your customers, and was drawn by Lottery Commission staff who observed the infraction, was that the regulation was being mocked. While the amount of time that passed where this display was publicly visible was only several hours that your business was open, the fact that this was able to occur indicates that practices and controls that your game room employs may want to be reconsidered. As the gaming industry in the state expands, the expectation is that the game rooms will professionalize to meet the challenge and opportunity that comes with that growth.

If you have any questions or comments regarding this notice, please contact me at (603) 230-3107.

Joshua Santos
Administrator of Gaming Operations
joshua.a.santos@lottery.nh.gov



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EXHIBIT 6

New Hampshire Lottery Commission
INVESTIGATION AND COMPLIANCE DIVISION
14 INTEGRA DRIVE, CONCORD NH 03301

COMMERCIAL BINGO HALL LICENSE
2023

License Number
BH-00054

Expiration Date
06/30/2023

Business Information	Commercial Hall Information
Win Win Win, LLC 71 Eagle Dr Bedford NH 03110	Concord Casino 67 S. Main St Concord NH 03301

The New Hampshire Lottery Commission hereby authorizes the operation of Bingo games to be held at the hall address listed above. This license has been issued pursuant to the provisions of RSA 287-E and the rules and regulations adopted by the New Hampshire Lottery Commission. All licenses are effective until the expiration date or until suspended, revoked or cancelled. For general licensing questions, please contact our office at (603) 271-7613 or email: licensing@lottery.nh.gov

This license must be displayed conspicuously at the hall location address for which it was issued. In no event shall this license be transferred or assigned.



6/21/2022

Valerie King, Division Director

Date

EXHIBIT 7



Nearly \$2 Billion and Counting for our Schools

GOVERNOR Christopher T. Sununu
CHAIRMAN Debra M. Douglas
COMMISSIONER Paul J. Holloway
COMMISSIONER H. Andy Crews
EXECUTIVE DIRECTOR Charles R. McIntyre

NEW HAMPSHIRE LOTTERY COMMISSION

14 Integra Drive, Concord, NH 03301

Laurie Sanborn- Gaming consultant
Win, Win, Win LLC
71 Eagle Drive
Bedford, NH 03110

Notice of Administrative Action Case Lot 20-007

December 29, 2020

I. Introduction

This Notice of Administrative Order is issued by the New Hampshire Lottery Commission (Commission) to Laurie Sanborn, pursuant to RSA 287-E:14, RSA 287-E:25-a, Lot 7008 and Lot 7112. The Commission moves to impose a fine of \$10,000, with \$5,000 of the fine suspended for one year. This notice contains important procedural information. Please read the entire notice carefully.

II. Parties

The New Hampshire Lottery Commission is a duly constituted administrative agency of the State of New Hampshire, having its principal office at 14 Integra Drive Concord, New Hampshire 03301.

Laurie Sanborn acts as the Hall Manager for Win, Win, Win LLC, dba Concord Casino, a licensed Commercial Bingo Hall. Ms. Sanborn is also licensed as a gaming consultant under contract with The Greater Manchester Colt League, Inc. to provide services relative to the organizations Bingo and Lucky 7 gaming operations for the period of July 1, 2020 until June 30, 2021.

III. Statement of Fact and Law Supporting Claim

1. RSA 287-E:17 states, "No person shall sell lucky 7 tickets without a current and valid lucky 7 license under this chapter."
2. Lot 7103.02(a) states, "In accordance with RSA 287-E:17, no charitable organization shall sell lucky 7 tickets without possessing a current and valid license issued by the commission in accordance with RSA 287-E and this chapter."
3. Lot 7003.02(a) states, "Charitable organization shall not hold games of bingo without possessing a current and valid license issued by the commission in accordance with RSA 287-E and this chapter."
4. RSA 287-E:2, II states in relevant part, "Lucky 7 tickets may be sold at the location specified in the license issued by the commission, which shall include either, (c) Lucky 7 tickets sold in conjunction with bingo games may be sold between the hours of 12 p.m. and 1 a.m. on any licensed game date."
5. Lot 7002.14, states, "Gaming consultant" means 'gaming consultant' as defined in RSA 287-E1, VI-b, namely "any individual or business entity who is hired by or otherwise receives compensation from a charitable organization to provide gaming related services including consultation, management,



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- assistance with the operation of the bingo game or the sale of lucky 7 tickets, record keeping, filing forms with the commission, advertising, or security and who handles, manages, oversees, or disburses any of the funds derived from the operation of the charitable games”.
6. Lot 7003.03(b), states, “An individual shall be deemed as providing gaming related services when he or she participate in the management or operation of the charitable gaming event, or handles, manages, oversees, or disburses any of the funds derived from the operation of the charitable gaming event.”
 7. Lot 7003.03(c), states, “Gaming related services shall include the following: (1) Providing consultation services; (2) Managing the operation of a bingo event, including: a. Providing direct on-site supervision of the bingo event; or b. Coordinating volunteers; (3) Participating in the operation of a bingo event including: a selling bingo papers and supplies; b. Acting as, or providing assistance to, the ball caller; or c. Determining winners and distributing prizes; (4) Providing record keeping services relative to the bingo event; (5) Preparing reports and other forms; (6) Developing or arranging advertising; or (7) Providing security or advertising services for the bingo event.”
 8. Lot 7103.03(b), states, “An individual shall be deemed as providing gaming related services when he or she participate in the management or operation of the charitable gaming event, or handles, manages, oversees, or disburses any of the funds derived from the operation of the charitable gaming event.”
 9. Lot 7103.03(c), states, “Gaming related services shall include the following: (1) Providing consultation services; (2) Managing the sale of lucky 7 tickets including; a. providing direct on-site supervision; b. Coordinating volunteers; (3) Participating in the operation of lucky 7 tickets including; a. Selling lucky 7 tickets; b. Determining winners or distributing prizes; (4) Providing record keeping services relative to lucky 7; (5) Preparing reports and other forms; (6) Developing or arranging advertising; and (7) Providing security or advertising services relative to the sale of lucky 7 tickets.
 10. On November 12, 2020, New Hampshire Lottery Commission Licensing Unit Supervisor Tonya Walsh was conducting a regular review of the game schedule for bingo, Lucky 7, and Games of Chance. She noted that there was no bingo and Lucky 7 charitable organization licensed for the period between November 9, 2020 and November 16, 2020 at Win, Win, Win, LLC, DBA Concord Casino. Ms. Walsh noted that this calendar position would typically be filled by The Greater Manchester Colt League, Inc. based on the regular charity rotation that occurs at that commercial bingo hall.
 11. Ms. Walsh checked all applications manually and via our internal computer licensing system. She determined that there were no applications submitted for the period between November 9, 2020 and November 16, 2020 for The Greater Manchester Colt League, Inc. She confirmed that there were no licenses issued for The Greater Manchester Colt League, Inc. to conduct the sale of bingo or Lucky 7 for any of those dates. Ms. Walsh also confirmed that no other charitable organizations were licensed to conduct the sale of bingo or Lucky 7 at Win, Win, Win, LLC during that period.
 12. On November 12, 2020, Investigator Mario Messina accessed Grover Gaming’s online Lucky 7 account sales information for Win, Win, Win, LLC. Grover Gaming is the manufacturer of the

- Electronic Lucky 7 machines that are licensed at Win, Win, Win, LLC. He noted that those records showed Lucky 7 sales for November 9, 2020, November 10, 2020, and November 11, 2020. The charitable partner listed for Win, Win, Win, LLC for each of those days was The Greater Manchester Colt League, Inc.
13. On November 13, 2020 at approximately 4:30 PM, Investigators Messina and Tucker Noack went to Win, Win, Win, LLC DBA Concord Casino. They observed that all electronic Lucky 7 machines in the facility were operational and available for play.
 14. Investigator Messina informed the Licensed Gaming Consultant, Laurie Sanborn, that no bingo and Lucky 7 charities had been licensed to play for that day (November 13, 2020), or the dates of November 9, 2020, November 10, 2020, November 11, 2020 or November 12, 2020. Investigator Messina reported that Ms. Sanborn advised that she was not aware of that and immediately turned the Lucky 7 machines off per his request.
 15. Subsequent analysis of the Grover Gaming reports for The Greater Manchester Colt League, Inc. shows Lucky 7 sales on November 12, 2020, a low amount of sales on November 13, 2020 which appears to correspond with the machines being inactivated per our notice of non-compliance on that date, and no Lucky 7 sales for November 14, 2020, November 15, 2020 or November 16, 2020.
 16. Investigator Messina observed the area where the charity organization's licenses are typically posted. He noted that there was a license posted for the prior week, November 2, 2020 through November 8, 2020 for Hooksett Kiwanis Club Inc. He observed that there was a license posted for the following week of November 17, 2020 through November 23, 2020 for CMAR Scholarship Fund, Inc. Investigator Messina stated that there was no license posted for the week of November 9, 2020 through November 16, 2020 for The Greater Manchester Colt League, or any other charity.
 17. Investigator Messina reported this to Ms. Sanborn. She advised him that the responsibility of posting the licenses was both hers as well as the charity that Win, Win, Win, LLC is hosting.
 18. There was no representative of The Greater Manchester Colt League Inc. present at the event, and Ms. Sanborn attempted to contact someone from the organization via phone.
 19. I then reviewed the Standard Form of Agreement for Gaming Consultants between the Greater Manchester Colt League, Inc. signed by Joseph Blodgett and Win, Win, Win, LLC signed by Laurie Sanborn that is active between July 1, 2020 and June 30, 2021.
 20. Under the "Organization agrees to the following:" section of the contract it is stated, "1. Organization must hold valid Bingo and Lucky 7 Licenses issued by the New Hampshire Lottery Commission at the time of all game dates."
 21. Under the "Services to be provided" section of the contract it is stated that Laurie Sanborn will provide the following services: advertising, assisting with gaming operations, consulting, filing forms/reports, managing gaming funds, managing game operations, record keeping, and security.
 22. On November 19, 2020, Investigator Messina went to Win, Win, Win, LLC. Laurie Sanborn confirmed that their facility hosts bingo on behalf of their licensed organizations every day of the week.

23. Lot 7008.01(a) states that, "Pursuant to RSA 287-E:14, and RSA 287-E:25, disciplinary measures available to sanction misconduct shall include: (1) Imposition of an administrative order or fine, (2) Suspension of a license for a period of up to one year, and (3) Revocation of a license.
24. Lot 7112.01(a) states that, "Pursuant to RSA 287-E:14, and RSA 287-E:25-a, disciplinary measures available to sanction misconduct shall include: (1) Imposition of an administrative order or fine, (2) Suspension of a license for a period of up to one year, and (3) Revocation of a license.
25. Lot 7008.03.(g) states in relevant part, "A 'major violation' means conduct, action or failure to act by any person, entity, applicant, or licensee that is: (1) Of a nature, quality, or extent to effect or potentially effect the integrity of the charitable game(s) being conducted; (2) Of a nature, quality or extent to cause or potentially cause harm to the interest of the state or the charitable organization; (3) A knowing, willful, or intentional violation; (6) An act that enabled the violator to benefit economically from the noncompliance.
26. Lot 7112.03(g) states in relevant part, "A 'major violation' means conduct, action or failure to act by any person, entity, applicant, or licensee that is: (1) Of a nature, quality, or extent to effect or potentially effect the integrity of the charitable game(s) being conducted; (2) Of a nature, quality or extent to cause or potentially cause harm to the interest of the state or the charitable organization; (3) A knowing, willful, or intentional violation; (6) An act that enabled the violator to benefit economically from the noncompliance.
27. Lot 7008.03(h) states in relevant part, "Major violations shall include, but not be limited to: (1) Establishing, maintaining, operating, or otherwise offering a bingo event without a license or with a suspended license.
28. Lot 7112.03(h) states in relevant part, "Major violations shall include, but not be limited to: (1) Establishing, maintaining, operating, or otherwise offering Lucky 7 tickets for sale without a license, or with a suspended license.
29. Lot 7008.03(i) states, "The commission shall impose a fine of no less than \$1,000, and no more than \$5,000 per violation of each major violation committed by any person, entity, applicant or licensee."
30. Lot 7112.03(i) states, "The commission shall impose a fine of no less than \$1,000, and no more than \$5,000 per violation of each major violation committed by any person, entity, applicant or licensee."

IV. Violations Alleged

On November 9, 2020, Laurie Sanborn violated Lot 7003.02(a) by managing the game operations of a bingo event while employed as a gaming consultant by a charity that did not possess a current and valid license issued by the commission.

On November 9, 2020, Laurie Sanborn violated Lot 7103.02(a) and RSA 287-E:17 by managing the sale of Lucky 7 tickets while employed as a gaming consultant by a charity that did not possess a current and valid license issued by the commission.

On November 10, 2020, Laurie Sanborn violated Lot 7003.02(a) by managing the game operations of a bingo event while employed as a gaming consultant by a charity that did not possess a current and valid license issued by the commission.

On November 10, 2020, Laurie Sanborn violated Lot 7103.02(a) and RSA 287-E:17 by managing the sale of Lucky 7 tickets while employed as a gaming consultant by a charity that did not possess a current and valid license issued by the commission.

On November 11, 2020, Laurie Sanborn violated Lot 7003.02(a) by managing the game operations of a bingo event while employed as a gaming consultant by a charity that did not possess a current and valid license issued by the commission.

On November 11, 2020, Laurie Sanborn violated Lot 7103.02(a) and RSA 287-E:17 by managing the sale of Lucky 7 tickets while employed as a gaming consultant by a charity that did not possess a current and valid license issued by the commission.

On November 12, 2020, Laurie Sanborn violated Lot 7003.02(a) by managing the game operations of a bingo event while employed as a gaming consultant by a charity that did not possess a current and valid license issued by the commission.

On November 12, 2020, Laurie Sanborn violated Lot 7103.02(a) and RSA 287-E:17 by managing the sale of Lucky 7 tickets while employed as a gaming consultant by a charity that did not possess a current and valid license issued by the commission.

On November 13, 2020, Laurie Sanborn violated Lot 7003.02(a) by managing the game operations of a bingo event while employed as a gaming consultant by a charity that did not possess a current and valid license issued by the commission.

On November 13, 2020, Laurie Sanborn violated Lot 7103.02(a) and RSA 287-E:17 by managing the sale of Lucky 7 tickets while employed as a gaming consultant by a charity that did not possess a current and valid license issued by the commission.

V. Administrative Fines

Taking the scope and severity of the violations, the Commission has determined that the imposition of a fine of \$1,000 per license type for each date that Bingo and Lucky 7 was played without a license is an appropriate administrative measure. This consists of the dates of November 9, 2020, November 10, 2020, November 11, 2020, November 12, 2020 and November 13, 2020. The total fine amount imposed is \$10,000. \$5,000 of the fine shall be suspended for a period of one year contingent upon no similar infractions being committed.

VI. Hearing, Required Response

Laurie Sanborn must complete and return the form on page 7 by January 26, 2021, and either accept the terms of the fine or request a hearing to contest the decision.

Any person aggrieved by the Commission's decision, may, in addition to any other remedy provided by law appeal the matter within 30 days of the date of the notice. All hearings are conducted in accordance with RSA 541-A and SW 200. A hearing to appeal the issuance of a fine is a formal hearing. All hearings are recorded, and all witnesses testify under oath of affirmation. At a hearing, the Commission will present testimony and evidence to prove that Laurie Sanborn committed the violation(s) alleged above and that the administrative action should be imposed. The hearing is an opportunity for the respondents to present testimony and evidence that Laurie Sanborn did not commit the violation(s) and/or that the action should not be imposed, or should be reduced.

Laurie Sanborn is not required to be represented by an attorney. If the organization chooses to be represented by an attorney, the attorney must file for an appearance and, if a hearing is held, submit proposed findings of facts to the Commission's hearings officer. Notice can be sent to the Administrator of Gaming Operations who will schedule the hearing with the hearings officer, and will forward them the notice of appearance.

If Laurie Sanborn wishes to have a hearing but is unable to attend the hearing as scheduled, the organization must notify The Commission at least one week in advance of the hearing and request that the hearing be rescheduled.

Laurie Sanborn may seek an administrative meeting prior to any hearing to discuss an alternative administrative penalty. Failure to come to an agreement prior to a hearing, does not affect the organization's ability to contest the allegations in a subsequent hearing. The organization may contact the Administrator of Gaming Operations by any of the means listed below to discuss scheduling an administrative meeting.

If Laurie Sanborn chooses to waive the hearing and accept the fine as recommended, she must check the appropriate line (second section of the form) and submit the completed form to the address noted on the form. If a response is not received by the date listed above, and after service has been made, it will be determined that the organization has waived its right to a hearing, and does not contest the decision, and will result in a default judgement. Payment of fine is due 15 days from the date notice is requested, at a date determined by the hearing officer, or at a time reached through agreement with the Commission.

VII. Determination of Liability for Administrative Fines

In order for any fine or administrative order to be upheld after a hearing, the Commission must prove, by a preponderance of the evidence, that Laurie Sanborn committed the violation(s) alleged and that the penalty sought is appropriate under the applicable statute and rules. Proving something by "a preponderance of the evidence", means that it is more likely than not that the thing sought to be proved is true or has occurred.

If the Commission proves that Laurie Sanborn committed the violation(s) and that the penalty sought is appropriate under the applicable statute and rules, then the penalty may be imposed.



Joshua Santos
Administrator of Gaming Operations
New Hampshire Lottery Commission
14 Integra Drive
Concord, NH 03301
Office: (603) 230-3107
Email: joshua.a.santos@lottery.nh.gov

RETURN THIS FORM WITHIN 30 DAYS OF THE DATE ON THIS NOTICE

CHECK ONE:

APPEARANCE

- On behalf of Laurie Sanborn, I request to have a formal hearing scheduled in this matter. (If you request a hearing, you may still discuss a possible settlement of the case with Lottery Personnel.)

OR

WAIVER OF HEARING

- On behalf of Laurie Sanborn, I acknowledge the allegations contained within this Notice of Administrative Action, and agree to pay the fine amount of \$5,000 within 15 days of the requested return date.

Signature _____ Date _____
Name: _____ Title: _____
Complete Mailing Address: _____
Phone: _____ Fax: _____ E-mail: _____

RETURN THIS PAGE (ONLY) TO:

**Attention: Administrator of Gaming Operations
New Hampshire Lottery Commission
14 Integra Drive
Concord, NH 03301**



GOVERNOR Christopher T. Sununu
CHAIRMAN Debra M. Douglas
COMMISSIONER Erle B. Pierce
COMMISSIONER H. Andy Crews
EXECUTIVE DIRECTOR Charles R. McIntyre

NEW HAMPSHIRE LOTTERY COMMISSION
14 Integra Drive, Concord, NH 03301

Laurie Sanborn- Gaming Consultant
Win Win Win, LLC
71 Eagle Drive
Bedford, NH 03110

Notice of Administrative Action
Case Lot 21-017

December 17, 2021

I. Introduction

This Notice of Administrative Order is issued by the New Hampshire Lottery Commission (NHLC) to Laurie Sanborn. Pursuant to SW 210.01, RSA 287-E:14, RSA 287-E:25-a, Lot 7008, and Lot 7112, The Commission moves to impose a fine of \$4,000.00. This notice contains important procedural information. Please read the entire notice carefully.

II. Parties

The New Hampshire Lottery Commission is a duly constituted administrative agency of the State of New Hampshire, having its principal office at 14 Integra Drive Concord, New Hampshire 03301.

Laurie Sanborn is the Hall Manger for Win Win Win, LLC DBA Concord Casino, a licensed Commerical Bingo Hall. Ms. Sanborn is also licensed as a contracted Gaming Consultant for the Hooksett Youth Athletic Association, Inc. for the period of September 1, 2021 through September 30, 2022.

III. Statement of Relevant Statutes and Regulations

1. RSA 287-E:17 states, "No person shall sell lucky 7 tickets without a current and valid lucky 7 license under this chapter."
2. Lot 7103.02(a) states, "In accordance with RSA 287-E:17, no charitable organization shall sell lucky 7 tickets without possessing a current and valid license issued by the commission in accordance with RSA 287-E and this chapter."
3. Lot 7003.02(a) states, "Charitable organization shall not hold games of bingo without possessing a current and valid license issued by the commission in accordance with RSA 287-E and this chapter."
4. Lot 7003.02(f) states, "The charitable organization shall submit a license application and related documentation to the commission at least 15 days, but no more than 45 days prior to the first bingo event of the month or year for which the license has been requested."
5. RSA 287-E:2, II states in relevant part, "Lucky 7 tickets may be sold at the location specified in the license issued by the commission, which shall include either, (c) Lucky 7 tickets sold in conjunction with bingo games may be sold between the hours of 12 p.m. and 1 a.m. on any licensed game date."



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6. Lot 7002.14, states, "Gaming consultant" means 'gaming consultant' as defined in RSA 287-E1, VI-b, namely "any individual or business entity who is hired by or otherwise receives compensation from a charitable organization to provide gaming related services including consultation, management, assistance with the operation of the bingo game or the sale of lucky 7 tickets, record keeping, filing forms with the commission, advertising, or security and who handles, manages, oversees, or disburses any of the funds derived from the operation of the charitable games".
7. Lot 7003.03(b), states, "An individual shall be deemed as providing gaming related services when he or she participate in the management or operation of the charitable gaming event, or handles, manages, oversees, or disburses any of the funds derived from the operation of the charitable gaming event."
8. Lot 7003.03(c), states, "Gaming related services shall include the following: (1) Providing consultation services; (2) Managing the operation of a bingo event, including: a. Providing direct on-site supervision of the bingo event; or b. Coordinating volunteers; (3) Participating in the operation of a bingo event including: a selling bingo papers and supplies; b. Acting as, or providing assistance to, the ball caller; or c. Determining winners and distributing prizes; (4) Providing record keeping services relative to the bingo event; (5) Preparing reports and other forms; (6) Developing or arranging advertising; or (7) Providing security or advertising services for the bingo event."
9. Lot 7103.03(b), states, "An individual shall be deemed as providing gaming related services when he or she participate in the management or operation of the charitable gaming event, or handles, manages, oversees, or disburses any of the funds derived from the operation of the charitable gaming event."
10. Lot 7103.03(c), states, "Gaming related services shall include the following: (1) Providing consultation services; (2) Managing the sale of lucky 7 tickets including: a. providing direct on-site supervision; b. Coordinating volunteers; (3) Participating in the operation of lucky 7 tickets including: a. Selling lucky 7 tickets; b. Determining winners or distributing prizes; (4) Providing record keeping services relative to lucky 7; (5) Preparing reports and other forms; (6) Developing or arranging advertising; and (7) Providing security or advertising services relative to the sale of lucky 7 tickets."
11. Lot 7004.04(f) states in relevant part, "Licensed charitable organizations shall: (f) For each bingo event, designate a member of the charitable organization or engage a gaming consultant to act as the gaming manager who shall be responsible for: (1) Ensuring that the games are conducted in accordance with RSA 287-E and this chapter;"
12. Lot 7004.07(a) states, "The requirements set forth in Lot 7004.04 above shall apply to the licensed gaming consultant when the consultant is acting on behalf of the organization per a written agreement."
13. Lot 7004.07(b) states, "In addition to the requirements of (a) above, the licensed gaming consultant shall provide gaming services in accordance with RSA 287-E, this chapter and the written agreement with the charitable organization."
14. Lot 7104.04(f) states, "(f) Designate a member of the charitable organization or engage a gaming consultant to act as the gaming manager who shall be responsible for overseeing the gaming operation including: (1) Ensuring that the games are conducted in accordance with RSA 287-E and this chapter;"
15. Lot 7104.05(a) states, "The requirements set forth in Lot 7104.04 above shall apply to the licensed gaming consultant when the consultant is acting on behalf of the organization per a written agreement."

16. Lot 7104.05(b) states, "In addition to the requirements of (a) above, the licensed gaming consultant shall provide gaming services in accordance with RSA 287-E, this chapter and its written agreement with the charitable organization;"

IV. Statement of Relevant Facts

17. On November 22, 2021, NHLC Licensing Unit Supervisor Tonya Walsh was processing licensing applications. She advised that she observed monthly bingo and monthly Lucky 7 applications for Hooksett Youth Athletic Association, Inc. (HYAA).
18. The bingo application for that organization contained a game schedule which included the game dates of November 21, 2021 and November 22, 2021 as dates that the charity intended to play bingo. The Lucky 7 application noted that it was for the month of November of 2021.
19. Ms. Walsh researched the matter and determined that the application was received via US Mail at NHLC headquarters on Thursday, November 18, 2021. The mail was processed and prepared for delivery via messenger mail to the Licensing and Enforcement Division's off-site location on Friday, November 19, 2021. The application was subsequently received by the licensing unit staff on Monday, November 22, 2021.
20. Ms. Walsh noted that the applications were both signed by Brian Soucy, who is noted as being the organization's Chairman, on November 15, 2021.
21. The bingo application listed Tanya Tarbell as the Treasurer of the organization, and provided contact information for her.
22. The bingo application listed the Gaming Manager as Laurie Sanborn, and noted that she is a member of the charity. It provided contact information for Ms. Sanborn.
23. Ms. Sanborn is the Commercial Bingo Hall Manager for Win Win Win, LLC DBA Concord Casino. This is the location where HYAA is currently licensed to conduct Bingo, and the location that the application was applying to play at.
24. Ms. Sanborn is also licensed by NHLC as a Gaming Consultant for HYAA, in addition to the other charities that play at Win Win Win, LLC.
25. Ms. Sanborn is listed as a member of the charity in HYAA's monthly bingo application, received on November 18, 2021, and as the Gaming Consultant for the organization, per a license issued to her on August 20, 2021. Due to the fact that acting as a Gaming Consultant is a contractual agreement between the organization and the individual, Ms. Sanborn was considered to be acting in the capacity of a Gaming Consultant for HYAA, not as a charity member.
26. Ms. Walsh stated that on November 22, 2021, she attempted to contact Ms. Sanborn via telephone. Ms. Walsh stated that she left a voicemail message for Ms. Sanborn advising her that Hooksett Youth Athletic Association is not licensed, and to contact her back.
27. On November 22, 2021, Ms. Sanborn contacted me via phone. She stated that she is now aware that the charity was not licensed, noted that they (Win Win Win, LLC) are turning off their Lucky 7 machines, noted that the charity is responsible for getting licensed, and stated that she would work with them to make sure this doesn't happen again.

28. I reviewed the Standard Form of Agreement for Gaming Consultants. It was executed on August 13, 2021 via signature believed to be Ms. Sanborn's on the behalf of Win Win Win, LLC, and on August 19, 2021 via signature believed to be Brian Soucy's on behalf of Hooksett Youth Athletic Association, Inc.
29. Paragraph 1 under the heading, "Organization agrees to the following", states that, "Organization must hold valid Bingo and Lucky 7 Licenses issued by the New Hampshire Lottery Commission at the time of all game dates."
30. On 11/22/2021, I requested Investigator Mario Messina access the online Lucky 7 sales records for Grover Gaming for Hooksett Youth Athletic Association for November 21, 2021 and November 22, 2021. Grover Gaming is the supplier of electronic Lucky 7 machines at Win Win Win, LLC, and NHLC is authorized to inspect the records in performance of our regulatory duties.
31. Investigator Messina sent a spreadsheet which he had acquired from Grover Gaming's website. The information showed that Lucky 7 Sales had been conducted for Hooksett Youth Athletic Association, Inc. on both November 21, 2021 netting a profit of \$923.50, and November 22, 2021 netting a profit of -\$54.40.

V. Authority to Impose Administrative Action

32. Sw 201.01, states, "A hearing shall be commenced by an order of the commission giving notice to the parties as required by Sw 207.04 above."
33. Lot 7008.01(a) states that, "Pursuant to RSA 287-E:14, and RSA 287-E:25, disciplinary measures available to sanction misconduct shall include: (1) Imposition of an administrative order or fine, (2) Suspension of a license for a period of up to one year, and (3) Revocation of a license.
34. Lot 7112.01(a) states that, "Pursuant to RSA 287-E:14, and RSA 287-E:25-a, disciplinary measures available to sanction misconduct shall include: (1) Imposition of an administrative order or fine, (2) Suspension of a license for a period of up to one year, and (3) Revocation of a license.
35. Lot 7008.03.(g) states in relevant part, "A 'major violation' means conduct, action or failure to act by any person, entity, applicant, or licensee that is: (1) Of a nature, quality, or extent to effect or potentially effect the integrity of the charitable game(s) being conducted; (2) Of a nature, quality or extent to cause or potentially cause harm to the interest of the state or the charitable organization; (3) A knowing, willful, or intentional violation; (6) An act that enabled the violator to benefit economically from the noncompliance.
36. Lot 7112.03(g) states in relevant part, "A 'major violation' means conduct, action or failure to act by any person, entity, applicant, or licensee that is: (1) Of a nature, quality, or extent to effect or potentially effect the integrity of the charitable game(s) being conducted; (2) Of a nature, quality or extent to cause or potentially cause harm to the interest of the state or the charitable organization; (3) A knowing, willful, or intentional violation; (6) An act that enabled the violator to benefit economically from the noncompliance.
37. Lot 7008.03(h) states in relevant part, "Major violations shall include, but not be limited to: (1) Establishing, maintaining, operating, or otherwise offering a bingo event without a license or with a suspended license.

38. Lot 7112.03(h) states in relevant part, "Major violations shall include, but not be limited to: (1) Establishing, maintaining, operating, or otherwise offering Lucky 7 tickets for sale without a license, or with a suspended license.
39. Lot 7112.03(j) states in relevant part, "(j) In determining the actual amount of a fine, the commission shall consider: (1) The degree of non-compliance, (2) Prior history of violations of the same or similar nature, (4) The nature and persistence of the violation."
40. Lot 7008.03(i) states, "The commission shall impose a fine of no less than \$1,000, and no more than \$5,000 per violation of each major violation committed by any person, entity, applicant or licensee."
41. Lot 7112.03(i) states, "The commission shall impose a fine of no less than \$1,000, and no more than \$5,000 per violation of each major violation committed by any person, entity, applicant or licensee."

VI. Violations Alleged

On November 21, 2021, Laurie Sanborn violated Lot 7003.02(a), Lot 7004.07(a), and Lot 7004.07(b) by managing a bingo event in her capacity as Gaming Consultant for Hooksett Youth Athletic Association, Inc. where said charity did not possess a current and valid Bingo license issued by the commission.

On November 21, 2021, Laurie Sanborn violated Lot 7103.02(a), Lot 7104.05(a), and Lot 7104.05(b) by managing an event where Lucky 7 tickets were sold in her capacity as Gaming Consultant for Hooksett Youth Athletic Association, Inc. where said charity did not possess a current and valid Lucky 7 license issued by the commission.

On November 22, 2021, Laurie Sanborn violated Lot 7003.02(a), Lot 7004.07(a), and Lot 7004.07(b) by managing a bingo event in her capacity as Gaming Consultant for Hooksett Youth Athletic Association, Inc. where said charity did not possess a current and valid Bingo license issued by the commission.

On November 22, 2021, Laurie Sanborn violated Lot 7103.02(a), Lot 7104.05(a), and Lot 7104.05(b) by managing an event where Lucky 7 tickets were sold in her capacity as Gaming Consultant for Hooksett Youth Athletic Association, Inc. where said charity did not possess a current and valid Lucky 7 license issued by the commission.

VII. Penalty Sought

On December 29, 2020, the New Hampshire Lottery Commission initiated case Lot 20-007 against Ms. Sanborn for violation of Lot 7003.02(a) and Lot 7103.02(a), for managing the bingo and Lucky 7 events of a charity that did not possess licenses issued by the commission. The violations occurred on November 9, 2021, November 10, 2021, November 11, 2021, November 12, 2021, and November 13, 2021. The case was settled by agreement on January 12, 2021. Ms. Sanborn and Licensing and Enforcement Division Director Valerie King upon authority of NHLC, agreed to a fine of \$10,000 which would be suspended for a period of one year from the date of agreement. The fine would be dismissed after one year if no further instances of the conduct described in the agreement occurred. Ms. Sanborn agreed that the fine may be imposed for any future or further instances of acting in the capacity as a gaming consultant to any charity whereas the charity is not licensed to conduct either bingo or Lucky 7. Motion to impose that suspended penalty will be forthcoming in additional administrative action.

Taking the degree of non-compliance, prior history of violations of a similar nature, and nature and persistence of the violations, the Commission has determined that the imposition of a fine of \$1,000 per license type for each date that Bingo and Lucky 7 was played without a license is an appropriate

administrative measure. This consists of the dates of November 21, 2021 and, November 22, 2021. The total fine amount imposed is \$4,000.

VIII. Hearing and Required Response

Laurie Sanborn must complete and return the form on page 8 by January 16, 2022, and either accept the terms of the fine or request a hearing to contest the decision.

All hearings are conducted in accordance with RSA 541-A and SW 200. A hearing to appeal the issuance of a fine is a formal hearing. All hearings are recorded, and all witnesses testify under oath of affirmation. At a hearing, the Commission will present testimony and evidence to prove that Laurie Sanborn committed the violation(s) alleged above and that the administrative action should be imposed. The hearing is an opportunity for the respondents to present testimony and evidence that Laurie Sanborn did not commit the violation(s) and/or that the action should not be imposed, or a fine should be reduced. Any person aggrieved by the Commission's decision, may, in addition to any other remedy provided by law appeal the matter within 30 days of the date of the notice of decision.

Laurie Sanborn is not required to be represented by an attorney. If Laurie Sanborn chooses to be represented by an attorney, the attorney must file a notice of appearance. Notice can be sent to the Administrator of Gaming Operations who will schedule the hearing with the hearings officer, and will forward them the notice of appearance.

Any exhibits that Laurie Sanborn wishes to present, and any potential witnesses Laurie Sanborn intends to call at a hearing, should be submitted to the opposing party at least 5 days prior to the hearing. A brief summary of what each witness intends to testify to shall accompany the list.

If Laurie Sanborn wishes to have a hearing but is unable to attend the hearing as scheduled, the organization must notify The Commission at least one week in advance of the hearing and request that the hearing be rescheduled.

Laurie Sanborn may seek an administrative meeting prior to any hearing to discuss an alternative administrative penalty. Failure to come to an agreement prior to a hearing, does not affect the organization's ability to contest the allegations in a subsequent hearing. The organization may contact the Administrator of Gaming Operations by any of the means listed below to discuss scheduling an administrative meeting.

If Laurie Sanborn chooses to waive the hearing and accept the fine as recommended, she must check the appropriate line (second section of the form) and submit the completed form to the address noted on the form. If a response is not received by the date listed above, and after service has been made, it will be determined that Laurie Sanborn has waived their right to a hearing, does not contest the decision, and will result in a default judgement. Payment of fine is due 15 days from the date notice is requested, at a date determined by the hearing officer, or at a time reached through agreement with the Commission.

IX. Determination of Liability for Administrative Fines

In order for any fine or administrative order to be upheld after a hearing, the Commission must prove, by a preponderance of the evidence, that Laurie Sanborn committed the violation(s) alleged and that the penalty sought is appropriate under the applicable statute and rules. Proving something by “a preponderance of the evidence”, means that it is more likely than not that the thing sought to be proved is true or has occurred.

If the Commission proves that Laurie Sanborn committed the violation(s) and that the penalty sought is appropriate under the applicable statute and rules, then the penalty may be imposed.



Joshua Santos
Administrator of Gaming Operations
New Hampshire Lottery Commission
14 Integra Drive
Concord, NH 03301
Office: (603) 230-3107
Email: joshua.a.santos@lottery.nh.gov

RETURN THIS FORM WITHIN 30 DAYS OF THE DATE ON THIS NOTICE

CHECK ONE:

APPEARANCE

- On behalf of Laurie Sanborn, I request to have a formal hearing scheduled in this matter. (If you request a hearing, you may still discuss a possible settlement of the case with Lottery Personnel.)

OR

WAIVER OF HEARING

- On behalf of Laurie Sanborn, I acknowledge the allegations contained within this Notice of Administrative Action, and agree to pay the fine amount of \$4,000 within 15 days of the requested return date.

Signature _____ Date _____
Name: _____ Title: _____
Complete Mailing Address: _____
Phone: _____ Fax: _____ E-mail: _____

RETURN THIS PAGE (ONLY) TO:

**Attention: Administrator of Gaming Operations
New Hampshire Lottery Commission
14 Integra Drive
Concord, NH 03301**

EXHIBIT 8



GOVERNOR Christopher T. Sununu
CHAIRMAN Debra M. Douglas
COMMISSIONER Eric B. Pierce
COMMISSIONER H. Andy Cross
EXECUTIVE DIRECTOR Charles R. McIntyre

Agreement and Resolution of Administrative Action of Cases Lot 20-007 and Lot 21-017

This agreement (Agreement) is made and entered into by and between the New Hampshire Lottery Commission, Division of Investigation and Compliance (Commission) and Laurie Sanborn. (Respondent). The Commission and Respondent are collectively referred to as the Parties.

WHEREAS, the Commission is the state agency responsible for ensuring compliance with the laws and regulations relating to bingo and Lucky 7;

WHEREAS, Laurie Sanborn is a licensed gaming consultant for the Hooksett Youth Athletic Association, Inc. and the hall manager of the Win Win Win, LLC Commercial Bingo Hall;

WHEREAS, on December 29, 2020, the Commission issued a Notice of Administrative Action in Case No. Lot 20-007 (Notice of Administrative Action of Case Lot 20-007) to the Respondent alleging violations of New Hampshire gaming statutes and regulations, and moved to impose a fine of \$10,000 upon the Respondent;

WHEREAS, on January 12, 2021, the Parties agreed (Agreement of Case Lot 20-007) to suspend the fine of \$10,000 for a period of one year pending no further violation of the conduct alleged in the Notice of Administrative Action of Case Lot 20-007;

WHEREAS, on December 17, 2021, the Commission issued a subsequent Notice of Administrative Action regarding Case No. Lot 21-017 (Notice of Administrative Action of Case Lot 21-017) to the Respondent alleging violations of New Hampshire gaming statutes and regulations, and moved to impose a fine of \$4,000 upon the Respondent;

WHEREAS, on December 17, 2021 the Commission moved to impose the suspended fine in Case No. Lot 20-007 (Motion to Impose Case Lot 20-007);

WHEREAS, the Parties wish to resolve all of the allegations against the Respondent raised in the Notices of Administrative Action;

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

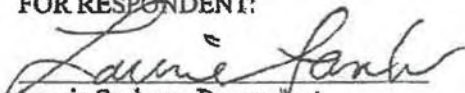
1. The Respondent acknowledges that on November 21, 2021, she violated Lot 7003.02(a), Lot 7004.07(a), Lot 7004.07(b), by acting in her capacity as gaming consultant for the Hooksett Youth Athletic Association, Inc., was responsible for the management of a bingo event where said charity did not possess a current and valid bingo license issued by the Commission.
2. The Respondent acknowledges that on November 21, 2021, she violated Lot 7103.02(a), Lot 7104.05(a), Lot 7104.05(b), by acting in her capacity as gaming consultant for the Hooksett Youth Athletic Association, Inc., was responsible for the management of an event where Lucky 7 tickets were sold where said charity did not possess a current and valid Lucky 7 license issued by the Commission.
3. The Respondent agrees to pay to the Commission as a fine, the sum of one thousand dollars and no cents (\$1,000.00). This amount shall be made payable to the Treasurer of the State of New Hampshire within thirty (30) days of the execution of the Agreement.

4. The respondent agrees to present a written plan documenting how she will comply with the regulations agreed to have been violated in paragraphs 1 and 2 of the Agreement.
5. The Commission agrees that so long as the Respondent complies with the conditions of the Agreement, no further administrative or legal action shall be brought by the Commission in regards to activities identified in the Notice of Administrative Action of Case Lot 21-017.
6. The Commission agrees that so long as the Respondent complies with the conditions of the Agreement, it will withdraw the Motion to Impose Case Lot 20-007.
7. The Commission agrees that so long as the Respondent complies with the conditions of the Agreement, the period of required compliance to give rise to dismissal of the suspended fine in the Agreement of Case Lot 20-007, is deemed to have occurred, and Case Lot 20-007 will be considered resolved.
8. The Respondent understands that her action in entering into this Agreement is a final act and not subject to reconsideration or judicial review or appeal.
9. The Respondent has had the opportunity to seek and obtain the advice of an attorney of her choosing in connection with her decision to enter into this agreement.
10. The Respondent is not under the influence of any drugs or alcohol at the time she signs the Agreement.
11. The Respondent certifies that she has read this Agreement. The Respondent understands that she has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her own behalf, to contest the allegations, to present oral argument, and to appeal the decision. Further, the Respondent fully understands the nature, qualities, and dimensions of these rights. The Respondent understands that by signing this Agreement, she waives these rights as they pertain to the misconduct described herein.
12. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
13. This agreement may be electronically signed, and that any electronic signatures appearing on this Agreement will be considered the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
14. This agreement shall be considered effective on the date it is executed by all Parties.

(Signature Page Follows)

NH Lottery Commission and Laurie Sanborn
Settlement Agreement
Case Lot 20-007
Case Lot 21-017

FOR RESPONDENT:


Laurie Sanborn, Respondent

1/31/22
Date

FOR THE COMMISSION:


John J. Conforti
Chief Compliance Officer
New Hampshire Lottery Commission

2/2/22
Date

EXHIBIT 9

New Hampshire Lottery Commission

Win Win Win, LLC DBA Concord Casino Audit Report

Audit Period: December 1, 2020 through February 28, 2021

September 22, 2021

Transmittal Letter

September 22, 2021

Charlie McIntyre, Director
NH Lottery Commission (NHLC)
14 Integra Drive
Concord, NH 03301

Dear Director McIntyre:

This letter transmits the audit report of Win Win Win, LLC DBA Concord Casino, games of chance (GOC) activities for the audit period December 1, 2020 through February 28, 2021. The audit was conducted by members of the NHLC audit team pursuant to the authority granted by 287-D and Lot 7200.

The focus of the audit was to obtain reasonable assurance that games of chance activities were conducted in accordance with State rules and regulations, the resulting revenues and expenses generated from such activities were properly reported to the NHLC, taxes and fees due were properly remitted to the State, charitable organizations received their proper allocations and the game room retained its proper share of gaming proceeds.

Concord Casino management was cooperative throughout the audit and consistently expressed a desire to remediate issues identified by the NHLC Audit team. There were periods during the audit that requested information was not received timely, which extended the overall audit timeline.

Detailed observations, recommendations, and auditee responses regarding eight specific areas of non-compliance are included in the attached audit report.

Sincerely,

Leila McDonough

Leila McDonough
Audit Supervisor

Cc: John Conforti, Chief Compliance Officer
Cc: Valerie King, Director Licensing & Enforcement

New Hampshire Lottery Commission
Win Win Win, LLC Audit Report
Audit Period: December 1, 2020 - February 28, 2021

General Information:

Legal Name: Win Win Win, LLC

DBA: Concord Casino (CC)

Game Operator Employer (GOE): Anthony Sanborn

Games of Chance (GOC) activity reported to the NHLC for the audit period:

Tournaments Gross Revenue	\$48,225
Tournaments Net Revenue	16,319
Cash Poker	17,041
Table/Pit Games	122,742
35% Charity Allocation	\$54,636
State Tax	\$15,425

Audit Objective:

To determine if the game room, in accordance with all applicable State of New Hampshire statutes and administrative rules accurately and appropriately:

- Computed, reported, and submitted GOC Monthly Financial Reports (MFRs) and taxes to the NHLC.
- Computed and timely submitted the charitable organizations' share of gaming proceeds.
- Adhered to internal control procedures that properly captured and documented GOC transactions.

Audit Scope and Methodology:

The audit scope was limited to GOC activities conducted by the GOE for the period December 1, 2020 through February 28, 2021. Audit procedures were performed to obtain an understanding of the internal controls over gaming operations and to determine adherence to recordkeeping and reporting requirements.

Through inspection, observation and inquiry, auditors performed the following procedures:

- Reviewed State statutes and administrative rules applicable to GOC.
- Obtained an understanding of the internal control environment to determine areas of risk.
- Performed onsite fieldwork and held meetings with staff to observe and inquire about GOC operations.
- Reviewed source documents including daily transaction records, financial statements, bank statements, and other documents submitted by the GOE.
- Reviewed and tested MFRs submitted by the GOE to ensure compliance with all State of New Hampshire statutes and administrative rules applicable to GOC.

OBSERVATIONS, RECOMMENDATIONS, AND AUDITEE RESPONSES:

Observation #1: Inaccuracies in Monthly Financial Reporting

The observation regarding inaccuracies in Monthly Financial Reporting (MFR) is related to compliance with Lot 7208.02(b)(2) "Financial records are complete, accurate and reliable".

An analysis of the MFRs and source documentation was conducted to determine whether charity allocations and state taxes were properly calculated, reported, and submitted. Auditors identified sixty-six variances in the MFR reporting versus source documentation for the audit period.

The following types of variances were identified:

- Reported revenue for table games (i.e. games without rake) included daily variances rather than actual daily win or loss.
- Tournament revenues not reported on date revenue was earned per source documentation.
- Tournament prizes inaccurately reported.
- Variances related to transcription errors and miscalculations.

Overall, there were eighty-five identifiable variances:

- 78% of the variances resulted from MFR reporting inaccuracies;
- 20% of the variances resulted from errors in transcribing information;
- 2% of the variances resulted from miscalculations.

The largest overage was equal to \$1100 and the largest shortage was equal to \$204. The errors resulted in over/under reporting of revenue on several dates; the net of all variances resulted in overpayments to charities.

Accurate calculation, recording and accounting of transactions is critical for proper reporting to the State and for accurate distribution of gaming proceeds to charities.

Recommendation:

To comply with Lot 7208.02(b)(2), implement steps to verify the accuracy of amounts owed to the State and to charities. Discontinue the practice of including chip walk or room overages/shortages in monthly reports submitted to the NHLC.

Auditee Response:

This is a perfect example of Win Win Win and the Commission seeing responsibilities in different lenses. I do not believe either is wrong, just a difference in how we have (or should be) accounting for daily operations.

Since we opened, we have felt strongly that accounting for potential "Chip Walk" was an important component of insuring good financial operations and including it in our reporting was imperative. Knowing this is a "cash" business, anyone bringing in chips, previously walked out with, or leaving without cashing out, affects net cash at the end of the night. As such, we included the influence of chip walk in our daily results.

New Hampshire Lottery Commission
Win Win Win, LLC DBA Concord Casino
Audit Period: December 1, 2020 through February 28, 2021

Only now do we know, the Commission does not want us to include this component in the daily financial results and we have adjusted our daily and monthly reporting to accommodate this position as to be aligned with desires of the Audit team. So we consider this observation fixed.

As to Transcribing issues, while I would love to blame our local education system, and clearly many on my staff are perfect examples of "good at math but bad at writing", we have and continue to have conversations and education with our staff regarding to their handwriting skills. I agree, their handwriting on source documents is bad and I am constantly re-enforcing the need for better handwriting...

Additionally, we have modified our monthly reporting to exclude the daily variance in the chip bank and report based on the actuals from the gaming proceeds. We have also created a spreadsheet to track the daily chip shortage/overage.

NHLC Rejoinder:

The NHLC agrees that tracking chip walk is a critical aspect of a game room's operation. The concern relates specifically to the chip variances' impact on the charities' portion of the gaming proceeds. By incorporating chip walk into the daily revenue calculation, one charity may be overpaid while another charity is underpaid. This occurs when, for example, a patron leaves with chips from a game date hosted by Charity A, and returns to cash in the chips on a game date hosted by Charity B.

While chip walk must be tracked, it must not be incorporated into the revenue calculation for Monthly Financial Reporting to the NHLC, nor should it impact a charity's gaming proceeds.

Observation #2: Lack of Prominent Display of Charity

The observation regarding lack of prominent display of charity is related to compliance with Lot 7207.03 (b)(1), "The charitable organization or the operator employer hired to act on behalf of the organization, shall publicly and prominently display...the name of the licensed charitable organization sponsoring the event".

During the site visit conducted on May 11, 2021, auditors were unable to locate the requisite charity display in the tournament room, which is located on the third floor of the building. In the central gaming area located on the lower level of the building, auditors observed the name of a charity on a whiteboard; however, the charity displayed was not the charity licensed for that day.

Recommendation:

To comply with Lot 7207.03(b)(1), publicly and prominently display the name of the sponsoring charitable organization in the immediate gaming areas.

Auditee Response:

We became aware of an issue, where one of our restaurant employees changed the name of our Charity to "supporting her marriage fund." While this was clearly in jest and the first time this has occurred at our establishment, we took the appropriate educational action with that and all of our employees and are confident she will refrain from such action in the future.

Of note, however, we would appreciate an on the spot, immediate conversation with any Lottery employee who sees something amiss so we can fix it right away, rather than only hearing about it days later, to our complete surprise. Working together collaboratively to ensure the best experience with our customers/charities and the State is important to us, so hearing a Lottery employee was in our

New Hampshire Lottery Commission
Win Win Win, LLC DBA Concord Casino
Audit Period: December 1, 2020 through February 28, 2021

establishment, took a picture and left to report it, without saying anything is not in the spirit of how we or the Lottery commission has been operating.

NHLC Rejoinder:

During a site visit and prior to the event noted above, NHLC auditors had immediately addressed an issue with the GOE regarding that day's charity display. The charity posted in the room was incorrect and did not match the license displayed. Subsequently, auditors returned to the room and found a display which noted the charity name as "Our Honeymoon Fund" with a palm tree drawn next to it. Auditors noted the sign and immediately reported the incident to the NHLC's Enforcement team. Investigator Messina promptly visited Concord Casino to investigate and learned that a server in the restaurant had changed the display the evening prior to the auditors' site visit.

It is the responsibility of the GOE to ensure, as part of the room's opening procedures, that the proper charity is prominently displayed in the room on each gaming date.

Observation #3: Lack of Evidence of Dual Control for Revisions to Documentation

The observation regarding lack of evidence of dual control for revisions to documents is related to compliance with Lot 7208.01(e), "All licensees shall create, prepare and maintain accurate and reliable business and accounting records that are secured from theft, loss, or destruction."

Overall, Concord Casino demonstrated consistent adherence to dual control procedures involving the handling of cash and cash equivalent transactions; however, during the review of CC's documentation, auditors noted revisions made to transactions without initials, signatures, or explanation. The modification of source documents without accountability exposes the game room to potential fraudulent activity and does not meet minimum internal control requirements.

Open, fill, close slips and rake sheets were reviewed to confirm dual control procedures were followed.

The following deficiencies on numerous documents were identified:

- Revisions made without initials or signature
- Revisions made without explanation

Recommendation

To comply with Lot 7208.01(e), review GOC processes and implement measures to mitigate the risk of error or fraud. Communicate the importance of dual control over modifications to source documentation to all licensed GOC staff.

Auditee Response:

We are thankful that the Audit team recognizes and commented positively on the effort and consistency we at Concord Casino have continued to put in to insure we have great dual control of all cash operations and accounting for chips/transactions.

As an operator, we require our team to document all of our transactions on at least 2 (sometimes 3) different documents as to allow us, if needed, to cross check, internally audit and re-verify transactions if needed.

Its important to note, we operate recognizing all of our hand written documentation are "work papers" and our final inputting of all transactions onto a computer sheet as the closing/source document. It did

New Hampshire Lottery Commission
Win Win Win, LLC DBA Concord Casino
Audit Period: December 1, 2020 through February 28, 2021

come to a surprise that the Audit team considers our work papers as the only "source document" and the baseline for their review. We will adjust how we recognize going forward.

In regard to finding and creating adjustments to work paper or source documents, we are proud to say that one of our primary Red Badge managers and is also Director of Finance for one of the largest manufactures in the State of New Hampshire, who is responsible for audits for this publicly traded company. As owner, my background is in finance and banking, so we do have a high level of comfort regarding finance.

As such, we both have operated for decades using a cross through and modification method to revisions.

The Audit team at Lottery has asked us to consider work papers as sole source documents and both dual sign and provide additional signatures and explanation on revisions and we have begun operating in this way per their request.

NHLC Rejoinder:

The NHLC thoroughly analyzes all documentation used by the game room in the preparation of the Monthly Financial Reports submitted to the Commission; however, for the purposes of assessing the adequacy of dual control over cash and cash equivalents, the most appropriate type of evidence is found on source documents signed by floor managers, dealers, and cashiers throughout the gaming date. This would include open, close, fill and credit slips as well as drop and rake count forms. The electronic spreadsheets, although useful to review calculations or provide clarity on illegible handwritten documents, does not evidence dual control as one employee can easily enter another's initials on a spreadsheet, without differentiation. Until such time that the game room utilizes an electronic system that allows employees to electronically sign a document, without the ability of another to subsequently modify the entry, NHLC will continue to review source documentation that has been manually signed. This is a standard auditing practice utilized by CPAs for compliance as well as financial statement audits of public companies.

Regarding the finding of dual control over revisions, as previously noted, multiple revisions were made to source documentation without the benefit of initials/signatures adjacent to the modifications. The purpose of dual control is to evidence that, at least two individuals have observed and counted the cash or cash equivalents that will be included in the revenue calculations for the game room. If a modification is made subsequent to the individuals signing the original document and no evidence, in the form of initials next to the changes, is observed, auditors have no ability to confirm if an erroneous change was made. Although it is acceptable to make a revision to a source document, the proper way to make that change is to line through the incorrect amount, enter the correct amount, then have one or more staff initial next to the changes. If the overall amount of the document has changed, two sets of initials should be present next to the changes.

Observation # 4: Inadequate and/or Insufficient Source Documentation

The observation regarding inadequate and/or insufficient source documentation is related to Lot 7206.08(b)(2) "Financial records are complete, accurate, and reliable;" and Lot 7206.08(b)(4) "Transactions are recorded adequately to permit proper reporting of gaming revenue and of fees and taxes, and to maintain accountability for assets;"

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Auditors noted multiple instances of insufficient information on source documents. Improper recordkeeping and monitoring of cash exposes the game room to fraudulent activity. Inaccurate information ultimately affects monthly financial reporting, tax payments to the State of New Hampshire, and allocations to charity.

Deficiencies on various forms include omission of date, time and total, revisions made without explanation or initials, and illegible handwriting. Promotional rake slips and supporting documentation were missing 70% of the time for the month of December. Opened table games without play were missing closing bankroll slips.

Tournament source documentation was incomplete and due to mislabeled and unclear re-buy tracking slips, auditors were unable to confirm amounts recorded on the electronic spreadsheets provided.

Deficiencies in tournament reporting include:

- No documentation for prize payouts (i.e. name of winner and amount of prize)
- No documentation of bounty prize winners

Due to the above noted reporting deficiencies, auditors were unable to verify compliance with Lot 7207.04(e)(6) "prizes shall not be awarded to more than 50 percent of the players that have registered into the tournament". While tournament source documentation did reveal calculated total prizes, it did not clearly list individual winners and prize amounts, including bounty prizes; consequently, auditors were unable to confirm that 50% or less of registered players received prizes.

Per RSA 287-D:14,XII(b) "Prizes of \$500 or more shall be paid by check". Tournament source documentation noted prizes of \$500 or more had been paid; however, no evidence was provided to verify that the prizes were paid by check. On the dates bounty prizes were offered, source documentation did not detail individual prize winners along with the corresponding prize amounts; therefore, auditors were unable to verify whether there were additional prizes of \$500 or more that should have been paid by check. Check images were provided with source documentation for 2 of the 11 days that prizes of \$500 or greater were reported.

Recommendation:

To comply with Lot 7206.08(b)(2) and Lot 7206.08(b)(4), review overall GOC operations and develop a process for reporting and monitoring errors and exceptions. To comply with RSA 287-D:14 XXII(b) and Lot 7207.04(e)(6), revise processes to ensure all individual prize winners and prize amounts are reported in detail, inclusive of bounties. Verify that prizes are not awarded to more than 50% of tournament players. Pay all promotional and tournament prizes of \$500.00 or more by check.

Auditee Response:

We all know that old saying, "You've come a long way" and Observation #4 hits the nail on the head. We only started offering Tournament play in December and clearly it took us a bit of time to better understand the processes and procedures. By Mid-January we were getting on track and can report we are and have been complying with our understanding of procedures for months. Yet clearly, December was a learning month and it showed.

Acknowledging an observation above, we continue to work with our staff to better document slips, with legible handwriting.

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Concerning the 50% or less payout provision, this is an open item which we need to discuss with the Commission and Auditing team. Globally we are confident we do not violate the rule on paying out over 50% of the drop in prizes, but we also recognize there could be need for clarification on Bounty Tournaments and are asking the Commission to help assist us in reviewing it.

We, along with many other operators offer a Bounty Tournaments, where players are rewarded with chips when they eliminate another player, and being our tournaments tend to be smaller in size (under 20 players), there exists the potential for one half of the players to "bounty out" the other half. But, we recognize these "Bounty" rewards are side bets and not the primary prize money.

We will work with the Commission to determine how best to solve this riddle.

On other parts of the observation, we have enforced the populating the date, time on all the cash drops. Regarding tournaments we have increased our reporting on adding player names to the documents to easier track. We are not tracking every winner for each tournament unless the prize is over \$499, which we have the name on the check. We will create a file that will track the checks issued, name and amount, for all tournament/cash checks issued in the amounts greater than \$499. Bounty tournaments we will track bounty winners and prize winners for the remaining part of the year to validate that we have not awarded prizes to more than 50% of the playing field.

NHLC Rejoinder:

It is clearly stated in the Games of Chance Administrative Rules that tournament prizes may not be paid to more than 50% of the players participating in the tournament. Funds collected from players may include buy-ins, rebuys, add-ons and bounties. All of these items are included in revenue and all are included in prizes paid to players. Regardless of the name given to funds collected and prizes paid, certain rules must be adhered to including limiting the prizes paid to 50% or less of players. While the NHLC understands the need for GOEs to be creative in their offerings, such creativity must be done within the confines of the rules as written.

A recommendation is to offer a bounty on one, perhaps highly skilled player so the bounty related portion of the prize is paid to one player; conversely, individual bounty chips may be utilized with tracking to ensure the maximum number of winners is not exceeded.

Regarding the tracking of prize winners, NH law and rule states documentation must be kept for all prize payouts, regardless of amount. Verification of compliance with the number of prizes paid cannot be accomplished without a complete list of prize winners and amounts.

Observation #5: Charity Rental Rates Appear to be Based on Revenue

The observation regarding charity rental rates is related to RSA 287-D:19II(b), "if a game operator employer charges rent, such charge shall be by written agreement and shall be a fixed payment, not based on a percentage of what the charitable organization receives from the game of chance, and shall reflect fair rental value of the property for any use, not only as a place to hold a game of chance".

An analysis of actual rents charged to charities versus the agreed upon rent reflected in the written contracts identified several variances. The contractual rent of \$500 per game date was often reduced and seemed to reflect a consistent percentage of gaming revenue; rents actually charged were approximately 17% of gaming revenue reported on the MFR.

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It is noted that the rent modifications were always a reduction to the amount per the written contract; however, it must also be noted that rental charges based on a percentage of gaming revenue is prohibited by statute.

Recommendation:

To comply with RSA 287-D:19,II(b), a fair and equitable rental rate for all charities should be determined and reflected in the written charity agreement. Rents charged to charities should not be based on a percentage of gaming proceeds.

Auditee Response:

Like all other rooms, Concord Casino operates with a standard, Lottery approved rental agreement outlining terms and conditions for play during an event, and this agreement includes a standard flat daily rental fee.

Being we at Concord Casino embrace the concept of raising money for Charity and doing the "right thing," we have an internal position where we will ensure that the Charity's net after tax donation should never be less than 50% of what the Casino realizes in rental income.

Being a smaller room, often times our net hold does not provide significant income and in those cases where an event sees minimal income, we adjust the amount of rent charged down, to insure we are true to our cause of supporting Charities.

This is not done on a percentage basis, but an individual case by case basis, to insure the Charity receives in excess of 50% of the net amount raised by play in the Casino.

Extending the decimal place will demonstrate the amount is not a consistent percentage basis, as to ensure we comply with existing statute.

NHLC Rejoinder:

As noted in the preliminary audit report, the NHLC acknowledges the GOE frequently reduced the amount of the rent charged to charities; however, given the amount of times an amount less than the contractual amount of \$500 was actually charged, a reassessment of the rental value may be in order.

Whether by design or coincidence, when NHLC staff analyzed the rents charged to the charities vs. the gaming revenue, in whole percentages, the amount consistently equaled 17%.

Observation #6: Inadequate Financial Statements Submitted for Audit

The observation regarding inadequate financial statements submitted for audit is related to Lot 7206.08(e) "General accounting records shall consist of controls established to safeguard assets and ensure accurate and complete records of all transactions pertaining to gaming revenue and activities of operational accountability that: Record gaming activity transactions in an accounting system to identify and track all revenues, expenses, assets, and liabilities; Produce financial statements to include, at a minimum, an income statement and a balance sheet; Produce appropriate subsidiary ledgers to support the balance sheet; Inventory and safeguard assets; Prepare, review, and maintain accurate financial statements; Prepare minimum bankroll calculations in accordance with Lot 7207.04(p); and Maintain and preserve all financial books, records, and relevant supporting documentation".

At the commencement of the GOC audit, a document request list was provided to the GOE by audit staff. The minimum required financial statements per Lot 7206.08(e) were requested. CC's GOE had difficulty

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providing the documents and acknowledged that neither a balance sheet nor an income statement are prepared for the LLC on a regular basis. Throughout the audit, staff requested corrected income statements and balance sheets for the periods under audit. Eventually, the GOE sought the assistance of an accountant and high level balance sheets were provided to the audit team; however, staff were unable to trace the flow of net income/loss from the income statements provided to the balance sheets provided for the same period. Further, the GOE was unable to produce subsidiary ledgers, other than a handwritten check register. On the income statements provided, payments made to credit card companies were recorded as expenses rather than the actual expenses that were charged to the credit card.

The ability to properly track revenues, expenses, assets and liabilities is critical to preparing accurate financial reports and is a requirement of GOC statute and administrative rules.

Recommendation:

Implement an accounting system to track financial activity. Prepare periodic financial statements to include, at a minimum a balance sheet and income statement.

Auditee Response:

NH Lot 7206,(8),(e)2 provides "Produce financial statements to include, at a minimum, an income statement and a balance sheet;"

Under this rule, we did not see, nor were we aware a requirement to also provide financial statements on a monthly basis, nor did we see under this Lot a requirement of cash flows, equity positions, and other such financial information requested by the Audit team.

While we have been operating using a standard One-Write Check System, used by millions of small businesses across the Country, we respect the Audit Teams' request to institute a more substantial accounting system to provide the information above. We are working with our Accountants presently to accomplish this

NHLC Rejoinder:

It is incumbent upon the GOE to review and understand the rules associated with games of chance. The rules clearly outline the requirement to have an accounting system that can provide a balance sheet, income statement, subsidiary ledgers and other pieces of financial information that are critical to running a business. Further, it is the GOE's responsibility to, at the NHLC's request, provide information in support of the Monthly Financial Reports submitted to the Commission on a monthly basis.

Auditor's Notes:

Inadequate Written Internal Controls

NHLCs' audit procedures include a review of the licensee's written internal controls to determine if they are in compliance with Lot 7206.08. Upon review, it was determined that several of the controls were missing or were inadequate in description and/or explanation. Notable items identified include, but are not limited to:

- Accounting/Finance policies and procedures
- Exception/variance resolution and reporting
- Emergency planning and procedures
- Tournament system for tracking buy-ins and re-buys
- Procedures related to handling of player-funds

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On April 16, 2021, the NHLC provided all GOEs with guidance on assessing controls and writing internal control documents. It is the NHLC's expectation that the written internal controls submitted by CC in the next licensing cycle will be revised in accordance with the guidance provided.

Auditee Response:

We are unsure as to the meaning of this observation, as we are operating under the exact written controls as approved by the Commission when we opened. We have never been notified by the commission that our previously approved controls are no longer approved. Please help us better understand this issue

NHLC Response:

We acknowledge the GOE Issued a copy of Concord Casino's written internal controls to Licensing during the license renewal process. These documents are collected by the Licensing group as evidence the GOE has written controls. The Licensing group does not have the expertise to evaluate the adequacy of the document. The written controls are thoroughly reviewed by the auditing team during audit, recommendations are then made based on processes and procedures observed during audit.

Chip Inventory and Tracking

Open and closing chip values, and daily chip variances are recorded in CC's source documentation. Auditor's noted 11 instances when the opening bank amount did not match the previous night's closing amount. The total chip variance over the course of the audit period was (438).

Licensed GOC Staff Participation in GOC Play

A CC PGO was listed as a tournament player and/or promotional prize winner on two separate dates within the audit period. The same PGO signed and verified games of chance transactions for each of the two dates. CC should implement policies to ensure compliance with Lot 7207.01(b)(1) and 7207.01(c)(1)(2), "An individual who is actively participating in the operation of an event may play games with rake being offered at the event only when the individual...has completed his or her shift and is not wearing a uniform or badge of the games of chance employer."

EXHIBIT 10

Conforti, John

From: Conforti, John
Sent: Thursday, August 18, 2022 12:55 PM
To: andy@concordnhcasino.com
Cc: McIntyre, Charles
Subject: RE: Request for waiver and confirmation of opening expansion by the weekend

Andy:

Thank you for taking the time to discuss the internal control issues. We remain concerned regarding the cage accountability outlined in the correspondence with our auditing department. We have clearly reached an impasse on this point. We understand that you disagree with our assessment and believe that your controls exceed the requirements. Accordingly, I am offering the following solution:

- 1.) The internal controls will continue to be considered not accepted, however, we will allow for the continued operation under the amended internal controls submitted to us and the compensating controls identified in this waiver request;
- 2.) If the room is prepared for inspection, I am requesting that our investigative team make a site visit on Friday, August 19th to review the expanded gaming space and ensure that it is ready for play. Josh Santos will be in touch with you to schedule that meeting. Assuming the inspection is successful, we will approve the new gaming space;
- 3.) I have asked our audit team to conduct an in depth audit in the near future so that we can closely examine the controls in practice to ensure that they meet the legal requirements. The results of that audit will be completed before the 2023 license approval. It is my hope and expectation that we can agree on complete internal controls in advance of that licensing deadline.

Please feel free to reach out to me directly if you have any questions.

John

John Conforti
Chief Compliance Officer
New Hampshire Lottery Commission
14 Integra Drive
Concord, NH 03301
603-271-7610



Over \$2 Billion and Counting for our Schools

From: McIntyre, Charles <Charles.R.McIntyre@lottery.nh.gov>
Sent: Thursday, August 18, 2022 9:30 AM

To: Conforti, John <John.J.Conforti@lottery.nh.gov>

Subject: FW: Request for waiver and confirmation of opening expansion by the weekend

Forwarding as requested.

From: Andy <Andy@concordnhcasino.com>

Sent: Wednesday, August 17, 2022 6:14 PM

To: McIntyre, Charles <Charles.R.McIntyre@lottery.nh.gov>; Laurie Sanborn <Laurie@concordnhcasino.com>

Subject: Request for waiver and confirmation of opening expansion by the weekend

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

First, thank you so much for meeting to discuss the delay in gaining approval to open our expansion of our gaming location at 67 South Main St.,

To confirm our conversation, we both recognize the one outstanding issue where we disagree and that is over who is able to cash patrons out after they have finished playing.

Being we are a very small operating room, we only have a manager and the dealers on duty. Should the manager afford themselves of their State and Federally mandated breaks, we need to have a procedure in place to allow patrons to convert chips to cash, or vice versa, and be able to do this in an affordable way.

To document, the Commission is wanting to prohibit any chip conversions (to cash), limiting any transactions to only one employee being able to gain entry into the company's cash drawer, and disqualifying any dealers on duty from being able to cash out players.

The Commission has suggested that we either close the operation while an employee is on break, or that we create an additional cash drawer and have new, additional employees to operate these additional cash drawers solely for the temporary times the manager may be disposed of.

While we disagree with the Commission's position and rationale for the request, we remain open to and willing to find a resolution which satisfies both of our needs. The commissions' for the ability to reconcile and audit and ours for our ability to reconcile, audit and find a way which we can both afford to do and does not expose the Casino additional financial risk.

Presently we have several effective and traceable procedures in place to accomplish this.

These are found in the SOP/Internal Controls we have submitted to you and include the following:

"If the Manager is otherwise tied up or temporarily disposed of for short duration (ie; State or Federally mandated requirement, to include Bathroom Breaks), they may temporarily forward custody of 2 keys to another Senior Badged Dealer, who is not presently dealing.

Such Dealer shall also have been either trained as a Red Badge Manager and or trained as to be able to act as a "Cashier" in regards to swapping chips for cash or cash for chips.

The manager may temporarily appoint this unassigned, non dealing, badged dealer, to temporarily act as "Cashier" in their absence, to hold or use the Cash Drawer key, solely to cash out player chips, and the Key to unlock and lock the Chip Trays on table games, to open and close games until the Manager is able to re-assume custody of the 2 keys.

Such cash outs are to be noted on a transaction register and included to the Manager, who includes them in the daily paperwork.

Any such Badged Employee shall not be active at any other table and or performing any other or additional duties during the temporary transition.

Concord Casino Recognizes all licensed and badged employees are approved solely by the Lottery Commission and in their sole discretion. Approval, Licensure and badging qualifies any such employee to perform any duty within the Casino pursuant to Law and Rule, but it is the sole discretion of the Owner as to what any specific duties that any specific employee may be authorized to perform, recognizing duties are properly segregated.

During any temporary transition of keys solely for the purpose of Cash Out and to open/close table games, this Badged employee is prohibited from performing any other duties, to include but not limited to; Fills, Credits or inputting/completing any operational documentation, other than the Cashier Transaction log.

This temporary "Cashier" shall have no access to any operation or documentation in conjunction with the operation of Concord Casino, filling out the transaction register excepted.

Manager remains responsible for any and all transactions in their absence. Manager on duty is solely responsible for cash in the cash drawer at all times, including if they temporarily assign a Key to a Badged Employee or senior Badged Dealer. If the Manager is temporarily disposed of and returns, they may review the cameras to verify activity in their brief absence."

This procedure clearly outlines, in detail, the temporary nature of assigning a qualified employee to temporarily step in and perform the Cashier duty. Additionally, at the request of the Commission, specifically prohibits that employee from performing any other action or duty (other than to open or close a table) in the Casino, while they are acting in their capacity of "Temporary Cashier"

We confidently believe and know this procedure provides sufficient detail and traceable documentation to ensure financial accuracy and honesty, and in the absence thereof, the ability to audit and trace as to ensure no malfeasance exists in this operation.

Acknowledging the above we remain open and willing to work with the commission to find common ground and remain willing and ready to meet at your convenience to find a way to resolve this.

As such, and to be open this weekend, we are requesting approval of our SOP/Internal documents with a waiver as outlined above concerning Cash Drawer procedures.

We truly appreciate your support and stated commitment to work around a one size fits all approach to solving our operational standards.

Best to you!

Andy Sanborn

ps- Please feel free to forward this to John, as unfortunately I do not have his direct email address.

EXHIBIT 11



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GOVERNOR Christopher T. Sununu
CHAIRMAN Debra M. Douglas
COMMISSIONER H. Andy Crews
COMMISSIONER Erle B. Plerce
EXECUTIVE DIRECTOR Charles R. McIntyre

October 3, 2022

Charles R. McIntyre,
Executive Director
New Hampshire Lottery Commission
14 Integra Drive
Concord, NH 03301

RE: Compliance Audit of Win Win Win, LLC d/b/a Concord Casino

Dear Director McIntyre:

The Investigation and Compliance Division is currently conducting an audit of Win Win Win, LLC, d/b/a Concord Casino (hereinafter "Concord Casino"). As you may recall, there have been ongoing disputes with respect to Concord Casino's internal control documents and issues of dual control with respect to cashier responsibilities at the property. We recently agreed to allow the licensee to continue to operate under their current internal controls contingent on the findings of an audit conducted by the Lottery Commission. During the course of this review, the audit team uncovered activity that is suspicious and may constitute fraud or potentially criminal behavior. As such, I am providing you with a summary of these activities so that the Lottery Commission may determine what actions, if any, to take with respect to these findings.

The suspicious activity centers around Concord Casino's application for and receipt of a Small Business Administration ("SBA") Economic Injury Disaster Loan ("EIDL") in the amount of \$844,000. This loan came to the attention of the auditors as it was originally labeled as a Paycheck Protection Program ("PPP") disbursement. As Concord Casino had already received a sizeable PPP loan, the auditors asked why there would be a second PPP loan far greater than the company's payroll expenses. Concord Casino's owner, Andy Sanborn, replied that the accountant had made an error and that this was in fact an EIDL loan.¹ The auditors were able to independently confirm that this was an EIDL loan through open-source records.²

The EIDL loan program was designed to provide funding to businesses that suffer economic loss as a result of disasters. That funding was expanded to include impacts from COVID-19 in 2020. Proceeds can be used for working capital to make regular payments for operating expenses, including payroll, rent/mortgage, utilities, and other ordinary business expenses, and to pay business debt incurred at any time

¹ Email from Andy Sanborn to Leila McDonough attached as Appendix 1.

² See https://www.usaspending.gov/award/ASST_NON_2913139103_7300, a copy of which is attached as Appendix 2.



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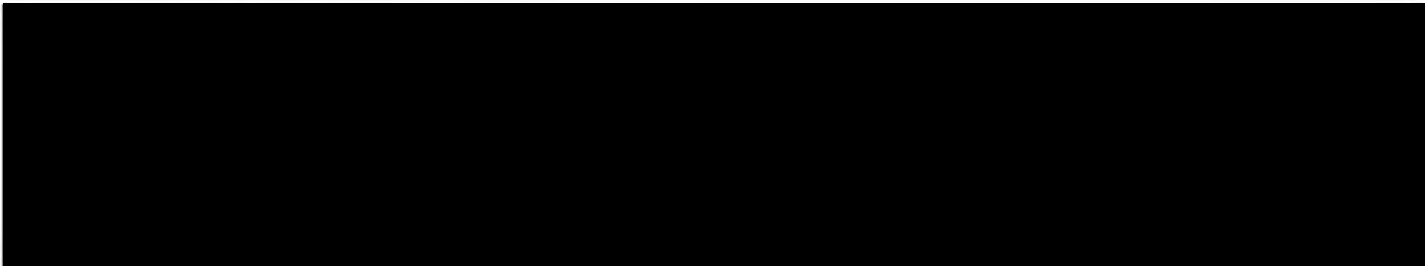
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(past, present, or future).³ Funds may not be used for expansion of facilities or acquisition of fixed assets nor for disbursements to owners, partners, officers, directors, or stockholders, except when directly related to performance of services for the benefit of the applicant.⁴ Gambling concerns or casinos are typically not permitted to access EIDL loans.⁵ It is notable, that Concord Casino registered with the New Hampshire Secretary of State not as a gaming company but as “All Other Health and Personal Care Stores” and used that NAICS code to apply for the EIDL loan.^{6,7}

Potential Misuse of EIDL Funds

The auditors’ concerns relating to the use of EIDL loan funds is based, in part, on the financial condition of Concord Casino at the time it received the loan. Specifically, the operating account held a total of \$917.56 before receiving the first installment of the loan on January 4, 2022.⁸ Moreover, this does not appear to be a temporary condition. A review of the financial records reflects a negative cash flow from operations and no other substantial capital infusion into the company over the past two years. Accordingly, it appears that the suspicious payments outlined below were made using loan funds rather than any other working capital.

A. Equipment Purchases



³ <https://www.sba.gov/funding-programs/loans/covid-19-relief-options/covid-19-economic-injury-disaster-loan/about-covid-19eidl#:~:text=To%20obtain%20a%20loan%20via,Greater%20than%20%24500%2C000%3A%20625> attached as Appendix 3

⁴ Small Business Administration, Disaster Assistance Program SOP 50 30 9 at Section 3.31 (May 31, 2018) attached as Appendix 4.

⁵ *Id.* at 3.30.

⁶ Secretary of State Registration attached at Appendix 5, p. 5

⁷ We note that there were some concessions with other SBA administered programs including PPP during COVID that allowed small gaming companies to access funds that are typically restricted. We have made efforts to confirm whether this restriction applied to this loan and were unable to confirm or deny that fact. Calls directly to the SBA for information appear to indicate that gaming concerns remain ineligible for EIDL loans.

⁸ See Appendix 5 at p. 7.



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[REDACTED]

B. Advertising Expenses

Advertising expenses of Concord Casino would be an allowable use of EIDL funds, and the company listed nearly \$89,000 in advertising expenses between February 2021 and March 2022. As with equipment, among the expected expenses there were unexplained ones. Specifically, there were three payments totaling \$45,000 identified solely as being made to Peter D.¹⁶ An examination of the check register identified Peter D as a Peter Dawe of Stroudberg, PA. Mr. Dawe is the owner of Dawe's Motorsport Development which specializes in building Porsche race car motors.¹⁷ These are the same types of cars that Mr. Sanborn specializes in racing. We were unable to identify any manner in which Mr. Dawe would be qualified to assist a New Hampshire gaming establishment in advertising.

C. Rent

Rental expenses of the business are also a legitimate use of EIDL funds, however, a close examination of the business records indicates that these "rental payments" are suspicious in size and frequency. Concord Casino has a lease agreement with another Andy Sanborn owned entity, the Best Revenge, LLC. The terms of that lease set the rental expense at \$6,000 per year, or \$500 a month.¹⁸ Despite this language, Concord Casino paid \$238,000 in rent to the Best Revenge, LLC between November 2021 and August of 2022. This included a rent payment of \$18,000 the day after the first disbursement of EIDL funds and a rent payment of \$27,500 three days after receiving a second installment. Based on the terms of the lease, Concord Casino has paid its' landlord the equivalent of approximately 40 years of rent in 10 months.

There is a provision in the lease that allows for "additional rent" to be paid for certain operational expenses, including taxes, plowing, trash removal, etc.¹⁹ The auditors did not see any evidence of invoices

[REDACTED]

¹⁶ Appendix 5 at p. 8.

¹⁷ <http://www.dawesmotorsports.com/index.cfm?e=inner&itemcategory=62171> a copy of which is attached as Appendix 10.

¹⁸ See Lease Agreement attached as Appendix 11.

¹⁹ *Id.*





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for these services from The Best Revenge, LLC to Concord Casino. Additionally, the amount of these expenses is abnormal for a business this size and significantly increased after receiving the loan proceeds. The auditors also noted that the round numbers are indicative of fraud as opposed to legitimate pass-through expenses for services or taxes. Finally, Concord Casino paid \$20,000 in rent to a third Sanborn owned entity, The Draft, LLC, despite the fact that there is no lease agreement between those entities.²⁰

Taken as a whole, it appears that Concord Casino is using “rental payments” as a means to transfer EIDL money from one Sanborn controlled entity to another and that it does not reflect payments of legitimate operating expenses as permitted under this loan.

D. Expansion of Business

As stated above, the SBA has made clear that EIDL funds are not to be used for “expansion of facilities or acquisition of fixed assets.” Concord Casino engaged in an expansion project this Spring and Summer following the receipt of the loan proceeds.²¹ Additionally, Mr. Sanborn has proposed building a new gaming facility in Concord.²² The preliminary plan for this new facility was drafted by T.F. Moran, Inc.²³ This plan calls for a 43,000 square foot casino, a massive expansion of the current footprint.²⁴ It appears based on the check register that Concord Casino may be using their operating funds for this initiative, paying T.F. Moran and Geo Technical Services over \$28,000 in July of 2022.²⁵ Again, there is no cash flow outside of the loan funds to support these initiatives. As such, it appears that Concord Casino is in the process of using EIDL funds for an impermissible purpose, the expansion of their business to a new and expanded facility.

Conclusion

As outlined in this letter, the audit of Concord Casino has identified suspicious activity that may indicate misrepresentations and a misuse of federal funds under the SBA EIDL program. As you know, the scope of this audit is to determine compliance with the statutes and regulations relating to conducting games of chance. Accordingly, an investigation of potential fraudulent or illegal activity is outside of the scope of our jurisdiction and the powers provided to us under the gaming statutes. I would recommend, therefore, that we refer this matter to the New Hampshire Department of Justice for review and potential investigation.

With respect to Concord Casino’s current gaming activities, these findings may have an impact on the suitability of the company to continue gaming operations. The current Games of Chance license will

²⁰ Appendix 5 at p. 15.

²¹ See Social Media posts at Appendix 5 at p. 9.

²² Concord Planning Board Agenda September 21, 2022 attached as Appendix 12.

²³ Appendix 5 at 20-21.

²⁴ Id at 19.

²⁵ Id at 22.



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GOVERNOR Christopher T. Sununu
CHAIRMAN Debra M. Douglas
COMMISSIONER H. Andy Crews
COMMISSIONER Erle B. Pierce
EXECUTIVE DIRECTOR Charles R. McIntyre

expire on December 31, 2022. Accordingly, I would further recommend that we confer with the Attorney General to determine if these issues should bar a re-licensure of Concord Casino for 2023.

I would be happy to discuss this matter further at your convenience.

Very truly yours,

A handwritten signature in blue ink, appearing to read "John Conforti".

John Conforti
Chief Compliance Officer



Live Free or Die

New Hampshire Lottery Commission
TEL 603.271.3391 FAX 603.271.1160

14 Integra Drive Concord, New Hampshire 03301
TDD 1.800.735.2964 www.nhlottery.com

APPENDIX 1

Conforti, John

From: McDonough, Leila
Sent: Thursday, September 29, 2022 3:47 PM
To: Conforti, John
Subject: FW: May, June July financials Concord Casino

Please see email below from Andy. Also, on the USA Spending website, it's listed as a CFDA 59.008 award, which is and EIDL.

From: Andy <Andy@concordnhcasino.com>
Sent: Monday, September 19, 2022 3:56 PM
To: McDonough, Leila <Leila.M.McDonough@lottery.nh.gov>
Subject: Re: May, June July financials Concord Casino

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Sent Journals for all three months. Please confirm if you got them.

These financials are solely for WinWinWin, LLC

As to the loan, my bookkeeper put it in as PPP, but in actuality it is an EIDL loan.

Best

Andy

On Mon, Sep 19, 2022 at 3:23 PM McDonough, Leila <Leila.M.McDonough@lottery.nh.gov> wrote:

Andy,

I also need the subsidiary ledgers that support each balance sheet account (per the Admin. Rules), please forward those as well. Also, was the PPP loan for Win Win Win, The draft or another entity.

Thanks,

Leila

From: Andy <Andy@concordnhcasino.com>
Sent: Monday, September 19, 2022 3:06 PM
To: McDonough, Leila <Leila.M.McDonough@lottery.nh.gov>
Subject: May, June July financials Concord Casino

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Hey Leila;

Confirming that I just sent you (and I hope you have received) the May, June, and July P&L, Balance Sheet and sources and uses statements per your request for the audit.

You will see 2 reports for June P&L as I included May 31 - June 30 on it initially and then sent in the correct one.

Please let me know if you have any questions!

Best

Andy

APPENDIX 2

USAspending.gov | Data | Feedback
Sign in or create an account



USAspending.gov
Loan Summary

Direct Loan

FAIN 2913139103

Incl. Dis COVID-19 Spending

Awarding Agency

Small Business Administration (SBA)

CFDA Program / Assistance Listing

59 008 - DISASTER ASSISTANCE LOANS
VIEW MORE INFO ABOUT THIS PROGRAM

Recipient

WIN WIN WIN, LLC

47 S MAIN ST
CONCORD, NH 03301-4894
Congressional District: NH-02
UNITED STATES

Dates

Start Date
End Date

not provided
not provided

\$ Award Amounts

Overall Spending

COVID-19 Spending

Chart Not Available

Data in this instance is not suitable for charting

Outlayed Amount
\$98,916.80

Obligated Amount
\$0.00

Original Subsidy Cost
\$98,916.80

Face Value of Direct Loan
\$844,000.00

View Transaction History

Description

AWARDTYPE: DIRECT LOANS ACTIVITIES TO BE PERFORMED: PROVIDE LOANS TO BUSINESSES IMPACTED BY THE COVID-19 PANDEMIC FOR UNINSURED OR OTHERWISE UNCOMPENSATED ECONOMIC INJURY. DELIVERABLES: LOANS EXPECTED OUTCOMES:...

[read more](#)

CFDA Program / Assistance Listing Information

59.008: DISASTER ASSISTANCE LOANS

Objectives

To provide loans to the survivors of declared disasters for uninsured or otherwise uncompensated physical damage and economic injury.

Administrative Agency

SMALL BUSINESS ADMINISTRATION, SMALL BUSINESS ADMINISTRATION

Website

<http://www.sba.gov/Disaster>

SAM.gov Page

<https://sam.gov/fal/681adc479d4d459ea81b4d9226159db1/view>

[SHOW MORE](#)

Federal Accounts

Federal Account	Combined Obligated Amount	Percent of Total	Funding Agency
DISASTER LOANS PROGRAM ACCOUNT, SMALL BUSINESS ADMINISTRATION	\$98,916	100%	(SBA) SMALL BUSINESS ADMINISTRATION

NOTE: Result count may differ between treemap view and table view. Treemap view only displays accounts with a positive combined obligated amount, while table view displays all accounts.

Summary of All Federal Accounts used by this Award

Total Funding Obligated	\$98,916.00
Total Count of Funding Agencies	1
Total Count of Awarding Agencies	1
Total Count of Federal Accounts	1

View federal funding submissions

Award History

Transaction History

Award Action Number	CFDA Number	Action Date	Loan Face Value	Loan Subsidy Cost (Total Obligations To Date)
1	59.008	12/30/2021	\$500,000	\$58,600
14	59.008	02/08/2022	\$344,000	\$40,317

Additional Information

Expand All

- Unique Award Key
- Agency Details
- Place Of Performance
- Period Of Performance
- Recipient Details
- Executive Compensation

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NOTE: You must click here for very important D&B information.

APPENDIX 3

Hurricanes Fiona and Ian: [Learn about SBA disaster assistance.](#)



[Back to all topics](#)

About COVID-19 EIDL

This federal small business loan program supports small businesses' recovery from the COVID-19 disaster's economic impacts by providing accessible and borrower-friendly capital.

Content

[Notice: the COVID-19 EIDL program is not accepting new applications, increase requests, or reconsiderations](#)

[Multilingual COVID EIDL information](#)

[Existing borrowers](#)

[Loan details](#)

[Loan eligibility](#)

[Beware of fraud and ID theft](#)

[Contact us](#)

Notice: the COVID-19 EIDL program is not accepting new applications, increase requests, or reconsiderations

- As of January 1, 2022, SBA stopped accepting applications for new COVID EIDL loans or advances.
- As of May 6, 2022, SBA is no longer processing COVID-19 EIDL loan increase requests or requests for reconsideration of previously declined loan applications.
- As of May 16, 2022, the COVID-19 EIDL portal (covid19relief1.sba.gov, also known as the "RAPID portal") is closed. Borrowers who need copies of their loan documents can contact us at 833-853-5638. Please allow 3-5 business days to receive your materials.

Hurricanes Fiona and Ian: [Learn about SBA disaster assistance.](#)



Multilingual COVID EIDL information

Applications must be submitted in English. We provide documents in 17 different languages to help you understand eligibility requirements, fill out applications, and answer frequently asked questions.

[Español](#)

[العربية](#)

[中文简体](#)

[中文繁體](#)

[Français](#)

[Deutsche](#)

[ગુજરાતી](#)

[Kreyòl Ayisyen](#)

[हिन्दी भाषा](#)

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[日本語](#)

[한국어](#)

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[Português](#)

[русский](#)

[Tagalog](#)

[Tiếng Việt](#)

Existing borrowers

Learn how to [manage your loan](#), including how to monitor loan status, make payments, and request a COVID EIDL increase.

Loan details

In response to COVID-19, small business owners, including agricultural businesses, and nonprofit organizations in all U.S. states, Washington D.C., and territories were able to apply for the COVID-19 Economic Injury Disaster Loan (EIDL). New applications are no longer being accepted.

Product

Loan directly from SBA that must be repaid; low-interest, fixed-rate, long-term loan to help overcome the effects of the pandemic by providing working capital to meet operating expenses

Hurricanes Fiona and Ian: [Learn about SBA disaster assistance.](#)



Working capital to make regular payments for operating expenses, including payroll, rent/mortgage, utilities, and other ordinary business expenses, and to pay business debt incurred at any time (past, present, or future)

Maximum Loan Amount

\$2 million. **Note:** SBA began approving loans greater than \$500,000 on October 8, 2021.

Loan Term

30 years

Interest Rate

Businesses: 3.75% fixed

Private nonprofit organizations: 2.75% fixed

Payment Deferment

Hurricanes Fiona and Ian: [Learn about SBA disaster assistance.](#)

Payments are deferred for the first 2 years (during which interest will accrue), and payments of principal and interest are made over the remaining loan term. No penalty for prepayment.

Fees

For loans \$25,000 or less: No fees if applying directly through SBA

For loans greater than \$25,000: One-time \$100 fee for filing a lien on borrower's business assets plus costs to file lien on real estate when applicable

For loans greater than \$500,000 where real estate was pledged as collateral: One-time \$100 fee for filing a lien on borrower's business assets. Additionally, the borrower was responsible for recording the real estate lien and paying the associated fees.

Collateral

Required for loans greater than \$25,000

Personal Guaranty

Required for loans greater than \$200,000

Hurricanes Fiona and Ian: [Learn about SBA disaster assistance.](#)



Manage your EIDL

[Make payments](#)

Program updates

As of September 8, 2021, new COVID EIDL policy changes took effect as follows:

- Maximum loan cap increased from \$500,000 to \$2 million
- Use of funds was expanded to include payment and pre-payment of business non-federal debt incurred at any time (past or future) and payment of federal debt
- Extend the deferment period to 24 months from origination for all loans (existing loans with a less than 24-month deferment will be adjusted)
- Affiliation requirements simplified to an affiliate is a business that you control or in which you have 50% or more ownership
- Developed additional path to meet program size standards for businesses assigned a NAICS code beginning with 61, 71, 72, 213, 3121, 315, 448, 451, 481, 485, 487, 511, 512, 515, 532, or 812
- Exclusivity Period: From September 8, 2021, to October 8, 2021, the above policy changes were applicable to applications for <\$500K while applications for >\$500K received the policy changes on and after October 8, 2021

Loan eligibility

To obtain a loan via COVID EIDL, small business owners must have met the eligibility requirements. Additionally, below were the credit score requirements:

- \$500,000 or under: 570
- Greater than \$500,000: 625

Hurricanes Fiona and Ian: [Learn about SBA disaster assistance.](#)



the IRS to release business tax transcripts for SBA to verify their revenue.

Supplemental materials

- [Cross-program eligibility on SBA COVID-19 relief options](#)
- [FAQ Regarding Participation of Faith-Based Organizations in PPP and EIDL](#)
- [FAQ Regarding Agricultural and Farm Loan Collateral Security and the SBA EIDL Program](#)

Beware of fraud and ID theft

- [Report suspected EIDL ID theft](#)
- [Beware of scams and fraud schemes](#)
- For lenders: [SBA Information Notice on Guidance Regarding Identification and Reporting of Suspicious Activity in the COVID-19 EIDL Program](#)

Contact us

For help with EIDL, call 833-853-5638 (TTY: 855-440-4960) or email disastercustomerservice@sba.gov. For help with Targeted EIDL Advance, email TargetedAdvance@sba.gov.

The COVID-19 EIDL Customer Service Center is open 8:00 a.m. to 8:00 p.m. ET, Monday through Friday. When emailing SBA, remember to always include your loan or application number as well as reason for request in the email subject line. In the body of the email, include your loan or application number, reason for request, business name, applicant name and contact information.

Next

[About EIDL Advance programs](#)



Hurricanes Fiona and Ian: Learn about SBA disaster assistance.



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Sign up for SBA email updates

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U.S. Small Business Administration 409 3rd St, SW. Washington DC 20416

APPENDIX 4

SBA

SOP 50 30 9

**Disaster Assistance
Program**

Office of Disaster Assistance
U.S. Small Business Administration

- b. **Period of military conflict is**
 - (1) A period of war declared by Congress, or
 - (2) A period of national emergency declared by Congress or the President, or
 - (3) A period of contingency operation. A contingency operation is designated by the Secretary of Defense as an operation in which our military are or may become involved in military actions, operations, or hostilities (e.g. peacekeeping operations).

NOTE: A period of military conflict does not include instances when the Governor may activate the Guard as a result of a disaster event.

- c. Although we can accept applications with a notice of expected call-up, we cannot complete all processing until we have a copy of the essential employee's official call-up orders. Upon receipt of an acceptable application, process the file to a decision. If a decline or withdrawal is recommended, decline or withdraw the file using normal procedures. If an approval is possible, withdraw the file pending receipt of the official call-up notice. Upon receipt of the official notice, reactivate the file and complete the processing. (See Appendix 6 for a complete list of the filing requirements).

F. Ineligible EIDL Applicants:

- 1. The following applicants are not eligible for EIDL assistance.
 - a. Lending or Investment Concerns (except for real estate investments held for rental)
 - b. Multi-level Sales Distribution (Pyramid) Concerns
 - c. Speculative Activities
 - d. Non-profit Organizations that are not considered a Private Non-Profit
 - e. Consumer and Marketing Cooperatives. However, other cooperatives and small agricultural cooperatives meeting applicable size standards are eligible
 - f. Not a small business concern (except for PNP of any size)
 - g. Gambling Concerns. Concerns that derive more than one-third of their annual gross revenue from legal gambling activities
 - h. Casinos, Racetracks, Etc. Businesses whose purpose for being is gambling (such as casinos, racetracks, poker parlors, etc.) are not eligible for EIDL assistance regardless of their ability to meet the one-third criteria established for otherwise eligible concerns
 - i. Loan packagers who derives more than one-third of their annual volume from the preparation of applications seeking financial assistance from SBA
 - j. Religious Organizations.
 - k. Political or Lobbying Concerns.
 - l. Pawn shops, when 50 percent or more of previous year's income was derived

7. Requires the General Processing Procedure and Computation: General processing steps are as follows: Additional detailed information is contained in Appendix 10 on all the items below.
 - a. Identify the length of injury period.
 - b. Determine Normal Sales, Normal MCM percent, Injury Period Sales and Injury Period MCM percent. Adjust COGS when necessary.
 - c. Phase II Lost MCM = Normal MCM - Injury Period MCM.
 - d. Determine if it is necessary to adjust injury or needs (including any extraordinary items, balance sheet adjustments, accelerated debt, etc.) in the loan amount.
 - e. Deduct business interruption insurance and other recoveries. The result is total EI. This amount serves as a limit to the amount of needs that are attributable to the disaster and addressed by an EIDL.
 - f. Calculate the total financial needs of the business. The only criteria for the needs calculation is that the need be essential to the continued viability of the business.
 3. Use of Proceeds: Proceeds would generally be allocated to working capital, notes payable and accounts payable.
 4. Approval Authority: As defined in paragraph 7.1 B.
- E. Ineligible Uses of Loan Proceeds: EIDL proceeds may not be used for:
1. Payment of any dividends or bonuses;
 2. Disbursements to owners, partners, officers, directors, or stockholders, except when directly related to performance of services for the benefit of the applicant;
 3. Repayment of stockholder/principal loans, except when the funds were injected on an interim basis as a result of the disaster and non-repayment would cause undue hardship to the stockholder/principal;
 4. Expansion of facilities or acquisition of fixed assets;
 5. Repair or replacement of physical damages;
 6. Refinancing long term debt;
 7. Paying down (including regular installment payments) or paying off loans provided, or owned by another Federal agency (including SBA) or a Small Business Investment Company licensed under the Small Business Investment Act. Federal Deposit Insurance Corporation (FDIC) is not considered a Federal agency for this purpose;
 8. Payment of any part of a direct Federal debt, (including SBA loans) except IRS obligations.
 - a. If a direct Federal debt is delinquent, your recommendation must be based on independent documentation from the appropriate Federal agency explaining how the delinquency will be cured.

- b. If a direct Federal debt is delinquent because of the disaster, we should make arrangements with that Federal creditor to have payments deferred or a similar action taken to bring the delinquency current prior to approval of an EIDL. If the Federal creditor cannot or will not cooperate, the likely result will be a decline of the EIDL request. However, if the applicant has other resources or recoveries, we should generally allow (and perhaps require) those resources to be applied first to ineligible needs, such as the payment of direct Federal debt.
 - c. When processing during the injury period, it is generally appropriate for you to negotiate with Federal creditors to defer payments (or take similar action) until the end of the injury period. You must document why this was or was not imposed.
- 9. Pay any penalty resulting from noncompliance with a law, regulation or order of a Federal, state, regional, or local agency.
 - 10. Contractor malfeasance; and
 - 11. Relocation.
- F. MREIDL: For the MREIDL the incident period will begin with the deployment of the essential employee to active duty and will end upon release from active duty. Assume a 12-month injury period unless a more exact injury period is known (see Appendix 8).
 - G. See Appendix 12 for further information.

NOTE: Applicants who have Credit Available Elsewhere are ineligible for economic injury assistance. If you determine that the applicant has no Credit Available Elsewhere, you must assume that no personal, business, or affiliate resources are available to offset the EI amount.

3.32. SIZE DETERMINATION

- A. Size Standard: SBA's size standards define whether a business concern is small and, therefore, eligible for an EIDL. SBA establishes size standards by types of economic activity, or industry, under the North American Industry Classification System.
- B. Size Standards for an EIDL Applicant: For Disaster Loans (other than physical disaster loans), an applicant business must satisfy two criteria:
 - 1. The size of the applicant alone (without affiliates) must not exceed the size standard for the industry in which the applicant is primarily engaged; and
 - 2. The size of the applicant combined with its affiliates must not exceed the size standard designated for either the primary industry of the applicant alone or the primary industry of the applicant and its affiliates, whichever is higher.

NOTE: You must use the size standard in effect at the time the declared disaster commenced.

- C. Definitions:
 - 1. Business concern may be a sole proprietorship, partnership, limited liability entity, corporation, joint venture, association, trust, or cooperative.

APPENDIX 5

Win Win Win LLC

NHLC Audit

September 30, 2022

Small Business Administration Covid Economic Injury Disaster Loan (EIDL)

Product: Loan directly from SBA that must be repaid. Low-interest, fixed rate, long-term loan to help overcome the effects of the pandemic by providing working capital to meet operating expenses.

Uses of Proceeds: Normal operating expenses and working capital. Payments may be deferred for 24 months.

Loan Term: 30 years

Interest Rate Businesses: 3.75% fixed

Loan Proceeds Allowed Uses Not to be Used for Business Expansion

Taken from the SBA Website

What can I use the loan proceeds for?

Borrowers may use COVID EIDL working capital loan proceeds to make regular payments for operating expenses and to pay business debt incurred at any time (including business credit card debt), payroll, rent/mortgage, utilities, and other ordinary business expenses. You may not use the funds to expand your business.

Business Activities Not Eligible for an EIDL Loan

Business activity not eligible – Ineligible business activities include but are not limited to:

- Pay Day Lending
- Check Cashing
- **Gambling, including Casinos**
- Adult Entertainment
- Pawn Shops
- Real Estate Developers
- Insurance Company
- Illegal activity under federal, state, or local law such as a Marijuana Shop

Secretary of State Filing Reflects an Incorrect NAICS Code for Win Win Win

BUSINESS NAME: WIN WIN WIN, LLC	
BUSINESS TYPE: Domestic Limited Liability Company	
BUSINESS ID: 801530	
STATE OF FORMATION: New Hampshire	
CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
67 South Main St. Concord, NH, 03301, USA	PO Box 2244 Concord, NH, 03302, USA
REGISTERED AGENT AND OFFICE	
REGISTERED AGENT: Anthony M Sanborn	
REGISTERED AGENT OFFICE ADDRESS: 71 Eagle Dr Bedford, NH, 03110, USA	
PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
Retail Trade	All Other Health and Personal Care Stores
MANAGER / MEMBER INFORMATION	



Win Win Win Was Awarded an EIDL Loan in the Amount of \$844,000

Loan Summary



Direct Loan

FAIN 29101-09104

Awarding Agency

Small Business Administration (SBA)

Recipient

WIN WIN WIN, LLC

1000 W. 10th St.
Lawton, OK 73505-3400
USA

Loan Summary

Obligated Amount

\$0.00

Original Subsidy Cost

\$90,916.80

Face Value of Direct Loan

\$844,000.00

[View Transaction History](#)

CFDA Program / Assistance Listing

2020-2025 ECONOMIC RECOVERY
[VIEW MORE INFO ABOUT THIS PROGRAM](#)

Dates

Start Date
End Date

Place this
in your data

Two EIDL Payments Made to the Licensee

Taken from the Licensee's General Ledger Submitted for Audit

1st Installment

Date	Account	Amount	Description
01/01/2022	20226		Win Win Win
01/04/2022			
01/05/2022	20218		TBR LLC
01/06/2022			

Deposit
Deposit

Account	Amount	Balance
Charity and State - 7064	-9,470.00	917.56
EIDL Loan	499,900.00	500,817.56
Rent	-18,000.00	482,817.56
Bank Service Charges	0.01	482,817.57

Note bank balance is \$917.56 prior to 1st installment deposit



2nd Installment

Date	Account	Amount	Description
02/15/2022			
02/16/2022	20235		TBR LLC

Deposit

Account	Amount	Balance
EIDL Loan	344,000.00	745,373.20
Rent	-27,500.00	717,873.20

Funds from the Win Win Win EIDL loan used for:

Not an all inclusive list

<u>Equipment Payments</u>			<u>Advertising Expense</u>		
<u>Date</u>	<u>Payable to:</u>	<u>Amount</u>	<u>Date</u>	<u>Payable to:</u>	<u>Amount</u>
1/18/2022	Merrimack County Savings	\$ 48,750.00	3/18/2022	Corey Mcleod	\$ 7,500.00
2/2/2022	Merrimack County Savings	52,500.00	4/15/2022	Peter D	10,000.00
2/14/2022	D & D Refrigeration	1,964.44	4/25/2022	Peter D	20,000.00
2/14/2022	D & D Refrigeration	2,033.21	5/5/2022	Peter D	15,000.00
3/31/2022	TCS	4,000.00	7/8/2022	CJM Industries	11,250.00
4/15/2022	D & D Refrigeration	22,976.72	1/31/2021	AMEX	4,739.39
4/26/2022	Merrimack County Savings	80,600.00	5/31/2021	Citi	10,320.38
6/11/2022	Sam's Club	9,417.85	2/28/2021	Wells Fargo	10,000.00
7/1/2022	Josh Y	10,000.00			
7/8/2022	Scott Seely	3,000.00			
		<u>\$ 235,242.22</u>			<u>\$ 88,809.77</u>

Win Win Win DBA Concord Casino Facebook Posts Regarding 2022 Expansion

Concord Casino

Posts About Photos Mentions

Like Comment Share

Concord Casino
Apr 20 · 🌐

The carpet is here! We are getting ready to open up on Main Street! More games, more space, more fun (and less stairs!)



Opens in Messenger [Send message](#)

76 51 Comments 7 Shares

Like Comment Share

Concord Casino

Posts About Photos Mentions

33 4 Comments 1 Share

Like Comment Share

Concord Casino
Jul 22 · 🌐

New TV's going up! We'll be on the Main Street level soon!



93 6 Comments 1 Share

Like Comment Share

Concord Casino

Aug 23 · 🌐

We are OPEN on MAIN STREET!
Come and check out our expansion and new games!

212 33 Comments 13 Shares

Like Comment Share

“Advertising Expense”

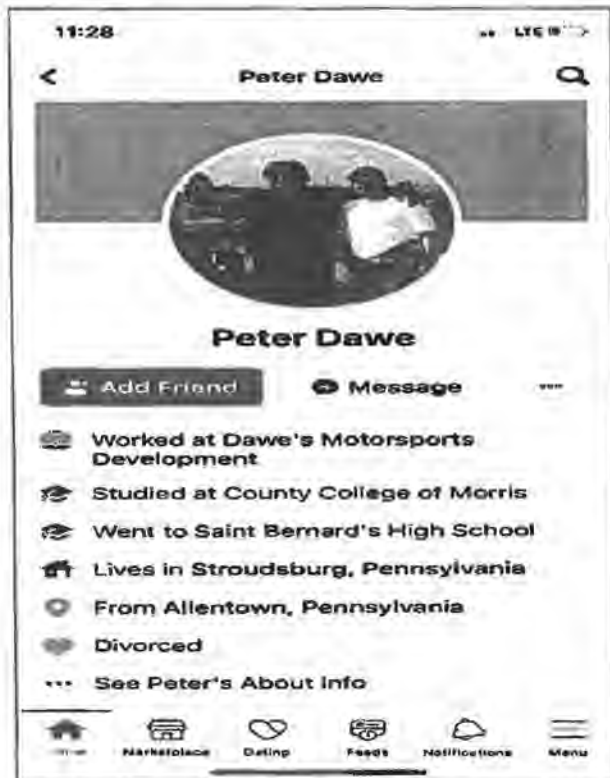
Upon review of the Transaction Register for Win Win Win, LLC dated April – May 2022 auditors observed multiple advertising payments totaling \$45,000 to a Peter D. Given the round amounts and the limited description in the ledger, the auditors determined they should further review these payments.

Win Win Win Transaction Register:

Check	4/15/22	20261	Peter D		Advertising	-10,000.00	
Check	04/15/2022	20260	D&D Refrigeration		√ Equipment	22,976.72	615,700.75
Check	04/15/2022	20261	Peter D		√ Advertising	-10,000.00	605,700.75
Deposit	06/18/2022			Deposit	√ Net Gaming Revenue	16,228.00	621,928.75
Check	4/25/22	20265	Peter D		Advertising	-20,000.00	
Check	04/25/2022	20264	Jeff Lavigne		√ Leasehold Improvements	-1,500.00	598,386.69
Check	04/25/2022	20265	Peter D		√ Advertising	-20,000.00	578,386.69
Deposit	04/26/2022			Deposit	√ Net Gaming Revenue	3,478.00	581,864.69
Check	5/5/22	20268	Peter D		Advertising	-15,000.00	
Check	05/04/2022	Debit	Triventus Inc		√ Payroll Processing Fee	-36.00	502,024.69
Check	05/05/2022	20268	Peter D		√ Advertising	-15,000.00	487,024.69
Check	05/06/2022	10392	Paul Astorino		√ -SPLIT-	-377.17	486,647.52

Peter Dawe Owns Dawes Motorsports Development

Auditors searched online and found a connection between Andy Sanborn and Peter Dawe who is an owner of Dawe's Motorsports Development out of Stroudsburg, PA. Andy Sanborn frequently mentioned to auditors he is a Porsche enthusiast and he owns many sports cars, particularly Porsches.



Lease Submitted to NHLC for Licensing

Per the lease agreement on file with NHLC, rental payments are \$6000/month. The Lessor, The Best Revenge, LLC is owned by Andy and Laurie Sanborn.

5. RENTAL. Lessee shall pay to the Lessor rent, of one-twelfth (1/12) of the Annual Base Rent of \$6,000.00 in advance by the 17th day of each calendar month, without notice, set-off or deduction whatsoever, for each full calendar month of the Term and a proration of such amount for the appropriate fraction of a calendar month at the beginning and end of the Term. It is agreed by Lessee and Lessor the Annual Base Rent defined below does not represent a rental rate per square foot of space, but rather it is the rent to be paid for the premises, notwithstanding the precise square footage of the Premises. All Payments of Annual Base Rent and all other payments due under this lease shall be made in immediately available funds by check payable to The Best Revenge, LLC at its address set forth below, or to such person or place as the Landlord shall designate by written notice to the Lessee:

Large Number and Amount of Rental Payments Paid to Another of Licensee's Business' – The Best Revenge LLC

<u>Rent Payments to The Best Revenge LLC</u>		
Date		Amount
11/19/2021	\$	3,000.00
11/21/2021	\$	34,000.00
12/17/2021	\$	10,000.00
12/20/2021	\$	5,000.00
12/21/2021	\$	22,500.00
1/5/2022	\$	18,000.00
2/18/2022	\$	27,500.00
3/15/2022	\$	25,000.00
4/15/2022	\$	30,000.00
4/15/2022	\$	8,000.00
7/6/2022	\$	10,000.00
7/8/2022	\$	25,000.00
8/14/2022	\$	20,000.00
	\$	<u>238,000.00</u>

10 months' of rent payments
per ledger provided by licensee

Statement of Cash Flows – July, 1 2021 – July 31, 2022

The Statement of cash flows provided by licensee for the period July 1, 2021 through July 31, 2022 shows a net loss for the period of \$29, 445 and cash at end of period of \$666,474, which indicates if the licensee hadn't received the EIDL loan (incorrectly labeled here as PPP per the licensee), Win Win Win would have had negative cash in the amount of \$177,426 as of July 31, 2022.

2:51 PM
3/9/18/22

Win Win Win LLC Statement of Cash Flows July 2021 through July 2022

	Jul '21 - Jul 22
OPERATING ACTIVITIES	
Net Income	-29,444.85
Net cash provided by Operating Activities	-29,444.85
INVESTING ACTIVITIES	
Leasehold Improvements	-28,528.94
Equipment	-230,038.55
Net cash provided by Investing Activities	-258,567.49
FINANCING ACTIVITIES	
Payroll Protection Plan	843,900.00
Owners Equity	23,031.73
Net cash provided by Financing Activities	866,931.73
Net cash increase for period	578,919.39
Cash at beginning of period	87,554.42
Cash at end of period	666,473.81



Net loss for a 13 month period demonstrates the licensee was not generating a profit

Payment Register as of August 29th, 2022

Provided by Licensee for Audit

Balance drawn down to \$266, 288

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Check	08/26/2022	10491	Dustin Follmer		✓	Wages	-809.88	257,250.04
Check	08/26/2022	10494	Michael Groux		✓	Wages	-281.09	256,968.95
Check	08/26/2022	10497	Michelle Messer		✓	Wages	-403.09	256,565.86
Check	08/26/2022	10498	Lee Orlovskyj		✓	Wages	-759.99	255,805.87
Check	08/26/2022	10499	Bethany Patten		✓	Wages	-715.94	255,089.93
Check	08/29/2022	20333	Win Win Win		✓	Charity and State - 7064	-7,026.00	248,063.93
Check	08/29/2022	20332	Win Win Win		✓	Charity and State - 7064	-2,292.00	245,771.93
Deposit	08/29/2022			Deposit	✓	Net Gaming Revenue	5,010.00	250,781.93
Deposit	08/29/2022			Deposit	✓	Net Gaming Revenue	15,506.00	266,287.93
							<u>266,287.93</u>	<u>266,287.93</u>

Licensee Files with Secretary of State to Create a New Business

Per the Concord New Hampshire Planning Board Meeting Held on September 21, 2022, this entity is for the purpose of purchasing land in Concord and building a casino, hotel and convention center



NEW HAMPSHIRE
DEPARTMENT OF STATE

SECRETARY OF STATE
David M. Scanlan

[Back to Home](#)

Business Information

Business Details

Business Name: CONCORD COMMITMENT LLC	Business ID: 888837
Business Type: Domestic Limited Liability Company	Business Status: Good Standing
Management Style: Member Managed	Name in State of Formation: Not Available
Business Creation Date: 12/28/2021	Mailing Address: 71 Eagle Drive, Bedford, NH, 03110, USA
Date of Formation in Jurisdiction: N/A	Last Annual Report Year: N/A
Principal Office Address: 71 Eagle Drive, Bedford, NH, 03110, USA	Next Report Year: 2023
Citizenship / State of Formation: Domestic/New Hampshire	Phone #: NONE
Duration: Perpetual	Fiscal Year End Date: NONE
Business Email: mayor.hoville@gmail.com	
Notification Email: mayor.hoville@gmail.com	

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Real Estate and Rental and Leasing	Lessors of Nonresidential Buildings (except Mini-warehouses)

Page 1 of 1, words 1 to 1 of 1

Principals Information

Licensee Proposes New Gaming Facility and Hotel to Planning Board

On September 22, 2022 the Concord Monitor published an article by Jamie Costa (Monitor Staff) in regards to Andy Sanborn proposing a 43,000 square foot casino and entertainment venue in the city's east side. It was determined Andy Sanborn attended the City of Concord planning board meeting on 9/21/2022 as Concord Commitment, LLC to review the initial planning phases related proposed casino plans.



Partial Letter From Nicholas Golon of TFMoran Inc.



Civil Engineers
Structural Engineers
Traffic Engineers
Land Surveyors
Landscape Architects
Scientists

August 17, 2022

Heather R. Shank, PLA, AICP - City Planner
Concord City Hall
41 Green Street
Concord, NH 03301

**RE: Preliminary Conceptual Consultation
Proposed Hospitality Venue
3 - 7 Break O' Day Drive
Concord, NH 03301
Tax Map 46Z, Lots 36 & 37**

Dear Heather,

On behalf of our Client, Concord Commitment, LLC, and the Property Owner, Big Step, LLC, please find attached materials associated with a Preliminary Conceptual Consultation for a proposed Hospitality Venue at the above noted address. The phased development will include a sit-down restaurant and lounge, charitable gaming hall, brew pub, hotel, conference center and events area. A comprehensive development plan of the prospective full site buildout has been provided with this submittal, as has the phase 1 site plan which includes the charitable gaming hall with integral restaurant, lounge and bar, with space allocated for parking, access, and stormwater management.

Letter to the City of Concord Planning Board

August 17, 2022

City Of Concord NH
Planning Board
41 Green Street
Concord NH, 03301

Re: Application for Concord Commitment, LLC, 7 Break O' Day Drive.

Members of the Board:

Attached to this letter, please find our initial submittal seeking to construct a new entertainment, dining, hospitality and hotel venue in east Concord, on Break O' Day drive for your consideration.

We are very excited to present this opportunity to create a gateway property as a welcome sign to those coming to visit or passing through Concord from the west or north.

We believe that today, the east side of Concord remains largely undeveloped and does not project all that is amazing about Concord when people come from the west, and we aim to improve that.

This phased proposal will create an exciting overall venue, where residents and visitors can find great food, locally brewed libations, live music, a fun opportunity to game and ultimately a hotel on the east side of town, all right off a 393 exit.

From new competitive paying employment opportunities, to increasing our local tax base, Concord Commitment, LLC is working to ensure this city is a community where people come to enjoy a night out or grab a quick bite on the way north, to the lakes or home.

Globally, it is our desire to create a facility which pays homage to Concord NH, the city, and the State of New Hampshire. From a landscape enhanced with Birch and Maple trees, to a facility reminiscent of our traditional mill buildings, which hopefully includes an opportunity to display an historic Concord Coach in the lobby, we wish to celebrate all things New Hampshire.

Our interior design will also focus on adorning each room individually in a way to honor the best of historical New Hampshire and the legendary attractions and natural features that make our City and State the best.

As multi-generational New Hampshire natives, we are eager to pay homage to all the things we love and admire about why we committed to New Hampshire and Concord. We embrace our desire to give back to our community and see no better way to do so, than operating a Charitable Gaming Consulting business. Every day, we have fun, raising money for New Hampshire based, Merrimack County charities.

As we see in other New Hampshire communities, we have an opportunity to make a material, positive financial impacts with upwards of 72 local charitable organizations, of which, real good can come.

We hope you look favorably on this project and are there to help celebrate a grand opening which shows both our commitment to Concord and our investment in helping our Community.

Best Regards and with wishes of much success.

Andy and Laurie Sanborn



Managing Partners
Concord Commitment, LLC

Payments from Win Win Win Potentially Made for Break O Day Drive Initiative

Auditors reviewed the handwritten check register submitted by the Licensee for audit. Upon review, auditors noted a \$14,600.00 check payment, check #20305 to Geotechnical Services and a \$14,206.78 check payment, check #20315 to TF Moran, 48 Constutlional Drive, Bedford, NH. It should be noted there is a Geotechnical Services Inc., 55 North Stark Highway, Weare, NH but it is unknown if this was the company utilized as part of this project. The memo notes "boring" which is part of their services.

7/1/23	Geotechnical Services	Boring	20305	14,600
7/18/23	TF Moran		20315	14,206.78
TOTAL(S) THIS PAGE				
TOTAL(S) TO DATE				

Other Notable Items:

Win Win Win Received Payroll Protection Program (PPP) Payments and a Main Street Relief Fund Payment:

\$29,478 PPP loan was forgiven in December of 2020

\$29,466 PPP loan was forgiven in August of 2021

\$286,683 was a State of NH grant and need not be repaid

The Draft also received PPP loans that were forgiven.

APPENDIX 6



APPENDIX 7

KMAN RACING, LLC

KMAN RACING, LLC was registered on Jun 12 2015 as a domestic limited liability company type with the address 10050 Buice Rd, Johns Creek, GA, 30022, USA. The company id for this entity is 15062714. The agent name for this entity is: Stephen F. Kaney. The entity's status is Active now.

Kman Racing, Llc has been operating for 7 years 3 months, and 21 days since it registered.

Entity ID Number

15062714

Entity Name:

KMAN RACING, LLC

Entity Type:

Domestic Limited Liability Company

Date of Formation:

Jun 12 2015

Status:

Active

City:

Johns Creek

Office Address:

10050 Buice Rd, Johns Creek, GA, 30022, USA

Registered Agent Name:

Stephen F. Kaney

Agent Address:

10050 Buice Rd., Johns Creek, GA, 30022, USA

Last Annual Registration Year:

2020

updated on

2020-08-20

Website

Website

Other companies with agent name Stephen F. Kaney

Company Name

Date of Incorporation

Status

REDLINE FINANCIAL L.L.C.

2004-05-24

Active/Compliance

KANEY CAPITAL, L.L.C.

2005-07-25

Active/Compliance

KV Capital, LLC

2019-08-27

Active/Compliance

Companies Name Start With KMAN

- KMAN ENTERPRISE LLC
- Kman Express LLC
- KMAN RACING, LLC

APPENDIX 8

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Andy@DaganMotorcars.com
603-682-1165



APPENDIX 9

From: [Angela M Strozewski](#)
To: [Michelle Driscoll](#)
Subject: FW: Andy Sanborn
Date: Wednesday, February 9, 2022 3:25:09 PM

From: Linda J Lorden
Sent: Wednesday, February 9, 2022 3:20 PM
To: Angela M Strozewski <angelas@nhmutual.com>
Subject: FW: Andy Sanborn

FYI see below. It sounds like he recently sent two large wires at \$50K to individuals that he said was for equipment, but staff seems to think otherwise and perhaps it was winnings.

Warm regards,

Linda

Linda J. Lorden
President

Merrimack County Savings Bank
www.themerrimack.com

llorden@themerrimack.com
603.223.2706
89 North Main Street, Concord, NH 03301

Recent Awards:

Best Bank, Union Leader Readers' Awards, 2021
Best Bank, Capital Area People's Preference Awards, 2010-2021

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From: Mary Lynne Rahlson
Sent: Wednesday, February 9, 2022 2:54 PM
To: Linda J Lorden <ljorden@themerrimack.com>
Cc: Angela M Strozewski <angelas@nhmutual.com>
Subject: RE: Andy Sanborn

The decision was not to allow a "high risk business" Concord Casino to engage in online wires that would not be going to a repetitive beneficiary. The request went from Retail BSR to Business Development and Michelle Driscoll with the recommendation that we not engage in the activity. I agreed, since he is less than a 5 minute walk to the nearest Bank office.

I just left Gregg a voice mail as well. ... Yes it was Andy and he was quite difficult. He thinks I'm rude and arrogant. ... I responded that I was trying to be clear with his mode of inquiry.

He was reluctant to give the reason for the past two wires, said that we didn't need an address for the beneficiary and overall was difficult with Jennifer about the process. He claims she made a mistake and she claims he gave her wrong information on the first set of wire instructions.

He has a history of being a very difficult customer and makes the staff quite uncomfortable with his demands.

ML

From: Linda J Lorden
Sent: Wednesday, February 9, 2022 2:43 PM
To: Mary Lynne Rahlson <mrahlson@themerrimack.com>
Cc: Angela M Strozewski <angelas@nhmutual.com>
Subject: FW: Andy Sanborn

ML – Can you remind me of the decision that was made for Andy Sanborn and wire transfers. Please see Gregg's email below.

Warm regards,

Linda

Linda J. Lorden
President

Merrimack County Savings Bank
www.themerrimack.com

llorden@themerrimack.com
603.223.2706
89 North Main Street, Concord, NH 03301

Recent Awards:

Best Bank, Union Leader Readers' Awards, 2021
Best Bank, Capital Area People's Preference Awards, 2010-2021

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From: Gregg R Tewksbury
Sent: Wednesday, February 9, 2022 2:35 PM
To: Linda J Lorden <llorden@themerrimack.com>; Angela M Strozewski <angelas@nhmutual.com>
Subject: Andy Sanborn

Hi Linda and Angela,

I received a voicemail from Andy Sanborn about his inability to initiate wires due to being too high risk and is looking for me to call him back. I suspect it's due to his casino business. I welcome your thoughts on responding to him.

My best,

Gregg

Gregg R. Tewksbury
President and CEO

New Hampshire Mutual Bancorp

Affiliates:
Meredith Village Savings Bank
Merrimack County Savings Bank
NHTrust

Savings Bank of Walpole

gtewksbury@nhmutual.com

Direct: 603.223.2695

Cell: 603.398.6976

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APPENDIX 10

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APPENDIX 11

COMMERCIAL LEASE AGREEMENT

September 17, 2018

The Best Revenge, LLC

And

Win Win Win, LLC

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into this 17th day of September, 2018 in Concord, Merrimack County, New Hampshire by and between The Best Revenge, LLC, (TBR, LLC) a New Hampshire limited liability company hereinafter referred to as "Lessor" or "Landlord", and Win Win Win, LLC a New Hampshire limited liability company hereinafter referred to as "Tenant" or "Lessee."

WITNESSETH:

THAT in consideration of the mutual promises and undertakings herein after set forth, the parties hereto covenant and agree as follows:

1. **DESCRIPTION.** Lessor does hereby grant, lease and demise unto Tenant, and Tenant hereby agrees to take from Lessor, and hereby does take from Lessor, a portion of the premises situated at 67 South Main St, Concord, New Hampshire, hereinafter referred to as the demised premises

2. **SIGNAGE.** Tenant will provide its own signage both for the interior and exterior of the building, provided that all said signage conforms to the general architectural form and design of, and is in harmony with, the building, and conforms to applicable ordinances, codes, and regulations, and provided the Tenant obtains all necessary approvals and permits

3. **BASIC TERM:** The term ("Term") of this Lease shall be for a period of Five (5) years from September 17, 2018, unless extended or earlier terminated as provided herein. Tenant may request the lease to be renewed no later than 180 days before the expiration of this lease, TIME BEING OF THE ESSENCE. Upon written confirmation of Tenants intent to renew, this lease is being made with 2 (Two) options of 3 (Three) years.

4. **QUIET POSSESSION.** Lessor covenants and warrants that it has the full right and lawful authority to enter into this Lease for the full Term hereof, and for all extensions herein provided, and that it is lawfully seized of the entire premises herein demised and has good title thereto free and clear of tenancies, liens and encumbrances, except real estate mortgages of record. Lessor further covenants and warrants that if Tenant shall discharge the obligations herein set forth to be performed by Tenant, then Tenant shall have and enjoy during the Term hereof the quiet and undisturbed possession of the demised premises.

5. **RENTAL.** Lessee shall pay to the Lessor rent, of one-twelfth (1/12) of the Annual Base Rent of \$6,000.00 in advance by the 17th day of each calendar month, without notice, set-off or deduction whatsoever, for each full calendar month of the Term and a proration of such amount for the appropriate fraction of a calendar month at the beginning and end of the Term. It is agreed by Lessee and Lessor the Annual Base Rent defined below does not represent a rental rate per square foot of space, but rather it is the rent to be paid for the premises, notwithstanding the precise square footage of the Premises. All Payments of Annual Base Rent and all other payments due under this lease shall be made in immediately available funds by check payable to The Best Revenge, LLC at its address set forth below, or to such person or place as the Landlord shall designate by written notice to the Lessee:

6. **PROPERTY EXPENSES.** Tenant shall pay monthly, as additional rent, all expenses of the demised premises for the Term of this Lease. Tenant shall pay all taxes upon its signs, trade fixtures and other property in or upon the demised premises. Tenant is responsible for paying all expenses to maintain the property, to be paid as additional rent. These expenses include, but are not limited to plowing,

maintenance, trash removal, water, sewer, management, insurance and such other property maintenance, repair, and operating costs (where applicable) associated with maintaining and operating the demised premises.

7. NO WASTE. Tenant shall not make or suffer any strip or waste on or of the demised premises.

8. TENANT'S RISK AND LIABILITY. The Tenant agrees to use and occupy the demised premises at the Tenant's sole risk; and to the fullest extent permitted by law. The Lessor shall have no responsibility or liability for any loss of or damage to furnishings, fixtures, equipment or other personal property of the Tenant, or of those claiming by, through or under the Tenant. Tenant agrees to save and hold Lessor harmless from any and all liability for personal injury or damage to persons or property upon the demised premises, or at any entrances thereto or exits therefrom, reason of any act or omission of Tenant, Tenant agreeing to indemnify Lessor against such liability (providing there is no act of gross negligence or intentional misconduct by the Lessor) and in connection therewith to procure, pay for and maintain general liability insurance covering Tenant and Lessor.

9. SUBORDINATION. This Lease shall be subordinate to all existing and future mortgages and to all modifications, extensions and any replacements thereof as may be held by any bank or any lending institution which may presently or hereafter encumber the leased property. Tenant shall execute any document required to indicate such subordination which Lessor shall submit to Tenant or as otherwise customarily required by mortgage lenders. If Tenant shall fail at any time to execute and deliver such documents, Lessor, in addition to any other remedy available to it including, without limitation, termination of this Lease, may execute and draft such documents as the attorney-in-fact of the Tenant, and Tenant hereby constitutes Lessor, its successors and assigns, such attorney-in-fact solely for the purposes recited in this paragraph.

10. UTILITIES. Tenant shall pay all expenses for telephone, electricity, heat, Internet, air conditioning, and any and all other utilities used by Tenant on or in connection with the demised premises as additional rent. Except as specifically set out herein, the Landlord shall have no responsibility or liability for failure or interruption of any of the above-described utilities or services.

11. INTERIOR. Tenant shall keep the interior of the demised premises in such repair, order, cleanliness and condition as the same as at the commencement of this lease, reasonable wear, tear and depreciation, and fire or other unavoidable casualty excepted. Tenant is required to maintain the demised premises and every part thereof, including, but without limitation, all walls, floors, and ceilings, heating and air conditioning systems, electrical, fixtures and equipment within the demised premises, all glass, windows, doors, and like. Tenant shall not be under any obligation to make any repairs or alterations to the foundation, or structural columns or structural beams of the demised premises.

12. EXTERIOR. Tenant shall keep the exterior of the demised premises in such repair, order and condition as the same are at the commencement of this Lease, reasonable wear and tear, and depreciation, and fire or other unavoidable casualty excepted.

13. INSPECTION AND ALTERATIONS. Landlord may enter the demised premises to inspect the same, to make repairs or alterations that are the Landlord's responsibility, to show the property of which the demised premises are a part to prospective brokers, agents, purchasers, tenants or others, and conduct any other function or activity permitted herein. Landlord's entry into the demised premises shall generally be with advance notice to Tenant and during normal business hours; provided, however, Landlord may enter the demised premises in an emergency at any time and without notice.

14. NO OFFENSIVE TRADE. Tenant covenants that it will not carry on upon the demised premises any unlawful, improper or offensive trade or business, not do any act or transact any business by which the insurance rating upon the building may be increased. Tenant will save Lessor harmless from all increases in insurance rates brought about by reason of any unlawful, improper or offensive trade or business carried on by Tenant on the demised premises.

15. ASSIGNMENT, SUBLETTING. Tenant agrees that it will not assign, mortgage, pledge or otherwise encumber this lease or any interest therein, or sublet the whole or any part of the demised premises without the prior written consent of Landlord. Said consent shall be in the sole discretion of Landlord. Any potential sub-leases shall have an acceptable credit history, financial position, be presently credit worthy and of good character, and be engaged in a commercial enterprise consistent with and appropriate for the demised premises.

16. HOLDOVER. If Tenant holds over after the expiration of this Lease, without the express written consent of Lessor, such holding over shall be considered an at-will tenancy only on a month-to-month bases, at one and one-half times (1 1/2) the highest rate payable during the previous year of the Term or Extended Term, as the case may be.

17. DESTRUCTION OR DAMAGE. It is mutually agreed between the parties that, if, during the Term, there shall be partial damage to the building by fire or other casualty and if such damage shall materially interfere with the Tenant's use of the demised premises as contemplated by this Lease, the Lessor shall promptly proceed to restore the building to substantially the condition in which it was immediately prior to the occurrence of such damage. If the demised premise shall be so damaged by fire, flood, or other casualty as to render the same totally untenable, Tenant or Lessor may, at its option, terminate the Lease by giving notice to the other party in writing. In the event that the demised premises shall be damaged by fire, flood or other casualty not rendering them totally untenable but rendering a portion of them untenable, there shall be a proportional abatement of rent based upon the location of said damage and the relative size of the portion of the demised premises in untenable condition. Such abatement shall continue until premises are put into tenable condition. In no event shall the Lessor have any obligation to make any repairs or perform any restoration work if prevented from doing so by reason of any cause beyond its reasonable control, including, without limitation, the requirements of any applicable laws, codes, ordinances, rules and regulations. Further, the Lessor shall not be obligated to make any repairs or perform any restoration work to any fixtures in or portions of the demised premises or the building which were constructed or installed by or for some party other than the Lessor or which are not property of the Lessor.

18. DEFAULT BY TENANT. (1) If Tenant shall default in the payment of rent or other payments required of Tenant, and such default shall continue for ten (10) days following the due date, or (2) if Tenant shall default in the performance or observance of any other agreement or condition on its part to be performed or observed and if Tenant shall fail to cure said default within Ten (10) days after receipt of notice of said default from Lessor, or (3) if any person shall levy upon, or take the Tenant's leasehold interest or any part thereof upon execution, attachment or other process of law, or (4) if Tenant shall make an assignment of its property for the benefit of creditors, or (5) if Tenant shall be declared bankrupt or insolvent according to law, or (6) if any bankruptcy or insolvency proceedings shall be commenced by or against Tenant, or (7) if a receiver, trustee or assignee shall be appointed for the whole or any part of Tenant's property, Lessor may, immediately or at any time thereafter (notwithstanding any license, consent or waiver of any former breach); (i) without demand or notice, in person or by agent or attorney, enter the demised premises, or any part thereof, and repossess and terminate the leasehold estate hereby granted and/or (ii) terminate this Lease by written notice to Tenant; and in either event, expel the Tenant and those claiming through or under it, and remove their effects (forcibly, if necessary), without being deemed guilty of any manner of trespass and without prejudice to any remedy which otherwise

might be available for arrears of rent or breach of covenant; and upon entry or notice as aforesaid, this Lease shall terminate and the Lessor, in addition to all other remedies which it may have at law or in equity, shall have such further remedies as proved in this Section 18 and in Section 19. Whether or not Lessor elects to exercise its other rights and remedies under this Lease, if any payment of rent or any other payment payable thereunder by Tenant to Lessor shall not be paid when due, the same shall bear interest from the date when the same was payable until the date paid at the lesser of (a) eighteen percent (18%) per annum or (b) the highest lawful rate of interest which Lessor may charge to Tenant without violating any applicable law; and, in the event any payment of rent is not paid within five (5) days of the due date, Tenant agrees to pay a late fee of \$150.00 for each such late payment in addition to the rent amount due. (The late fee requirement shall in no way modify or stay Tenant's obligation to pay rent when it is due.) In the event a check received by Lessor from Tenant shall be dishonored, Tenant agrees to pay a nonsufficient fund fee in the amount of \$50.00 in addition to the rent or other amount due. In the event that two (2) or more of Tenant's checks are dishonored, Lessor shall have the right, in addition to all other rights under this lease, to demand all future payments by certified check or money order.

19. COVENANTS IN EVENT OF TERMINATION. Tenant covenants that in case of any termination of this Lease, by reason of default of Tenant, then:

a. Tenant will forthwith pay to Lessor as damages hereunder a sum equal to the amount by which the rent and other payment called for hereunder for the remainder of the Term or any extension or renewal thereof exceed the actual rental income of demised premises for the remainder of the Term or any extension or renewal thereof;

b. Tenant covenants that it will furthermore indemnify Lessor from and against any loss and damage sustained by reason of any termination caused by the default of or breach by Tenant under this Lease. Lessor's damages hereunder shall include, but shall not be limited to, any loss of rents accrued but unpaid prior to termination, reasonable broker's commission for the re-letting of the demised premises, advertising, cost, the reasonable cost incurred in cleaning and repainting the demised premises, in order to re-let the same and moving and storage charges incurred by Lessor in moving Tenant's belongings and reasonable attorney's fees and costs incurred by Lessor with regard to any eviction proceedings and/or enforcement of Lessor's rights hereunder; and

c. Lessor shall also be entitled to any and all other remedies available at law and equity. All rights and remedies are to be cumulative and not exclusive. In exercising any of its remedies set forth hereunder or otherwise reserved to it, Lessor agrees that it will take reasonable steps to mitigate the damages caused by Tenant's default.

20. PEACEABLE SURRENDER. Tenant will peaceably give up the demised premises to Lessor at the termination or expiration of this lease or any extensions thereof in as good condition and order as the same as the commencement hereof or may be put to by Lessor.

21. TENANT IMPROVEMENTS. Any and all improvements will be at the Tenant's sole cost and expense, and must be presented to and expressly approved in writing by Lessor. All construction improvements must be performed by licensed contractors and all work to all applicable Code requirements. Tenant is liable for the completion of any and all approved improvements to the demised premises. Tenant will provide to Lessor, a performance Bond covering all work to be performed on the premises in any amount over \$20,000. Upon the termination of this Lease, or any extension thereof, any and all improvements, alterations or modifications which are affixed to the Lessor's real estate, and normally considered to be part of the Lessor's real estate, shall become the property of the Lessor. This includes, but is not limited to, ceilings, flooring, carpeting, heating, cooking/exhaust hoods, air conditioning, shelving (which shelving is affixed to the Real Estate), partitions, walls, wall coverings and

the like. It is expressly agreed to by Lessee that all Lessee's improvements shall remain the property of Lessor.

22. CONDEMNATION. In the event the demised premises, or any part thereof, shall be taken by condemnation or other similar proceedings, or acts of federal, state, county, municipal or other governmental, public or quasi-public or utility purpose, then and in such event, Lessor or Tenant may, at its election, terminate the term of this Lease by giving the other notice of the exercise of its election within sixty (60) days after it shall receive notice of such event, and rent shall be apportioned and adjusted as of the time of termination. In the event that this Lease shall not terminate by virtue of such taking, all of the terms and provisions of this Lease shall remain in full force and effect, except that rent shall be proportionally adjusted based on the portion of the demised premises subject to any partial taking. The Lessor shall have and hereby reserves and excepts, and the Tenant hereby grants and assigns to the Lessor, all rights to recovery for damages to the Lessor's building, lot and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of such taking or damage, as aforesaid. The Tenant covenants to deliver such further assignments and assurances thereof as the Lessor may from time to time request, hereby irrevocably designating and appointing the Lessor as its attorney-in-fact to execute and deliver in the Tenant's name and behalf all such further assignments thereof. Nothing contained herein shall be construed to prevent the Tenant from prosecuting in any condemnation proceedings a claim for the value of any of the Tenant's usual trade fixtures installed at the demised premises by the Tenant at the Tenant's expense and for relocation expenses, provided that such action shall not affect the amount of compensation otherwise recoverable hereunder by the Lessor from the taking authority.

23. NOTICES. All notices required to be given herein to either party shall be given in writing either in hand or by depositing the same in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows:

To Lessor: The Best Revenge, LLC
71 Eagle Drive
Bedford NH 03110

To Tenant: Win Win Win, LLC
67 S. Main St
Concord NH 03301

Notice shall be effective when delivered by hand or when deposited in the United States mail.

24. SUCCESSORS, ASSIGNS, ETC. This agreement is binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

25. SECURITY DEPOSIT. Upon execution of this Lease, the Tenant shall pay to the Lessor the amount of \$0, as a security for the Tenant's performance as herein provided. If Tenant is in default, Landlord can use the security deposit, or any portion of it, to cure the default or to compensate Landlord for all damage sustained by Landlord resulting from Tenant's default. Tenant shall immediately on demand pay to Landlord a sum equal to the portion of the security deposit expended or applied by Landlord as provided in this section so as to maintain the security deposit in the sum initially deposited with Landlord. If Tenant is not in default at the expiration or termination of this Lease, Landlord shall return the security deposit to Tenant

26. CHANGES, MODIFICATIONS. Any changes or modifications will only be valid upon written agreement between both parties, or a writing signed by the party against which enforcement is sought, duly authorized and notarized.

27. BROKER. None.

28. HAZARDOUS MATERIALS. Tenant covenants and agrees not to suffer, permit, introduce or maintain in, on or about any portion of the demised premises or the Lessor's real estate any asbestos, polychlorinated biphenyls, petroleum products or any other hazardous or toxic materials, waste and substances, the use or quantity of which is in any way regulated by any federal, state or local laws, rules or regulations, whether now or hereafter existing, or any judicial or administrative interpretation thereof, collectively the "Hazardous Materials." Tenant further covenants and agrees to indemnify, protect and save the Lessor harmless from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs and expenses of any kind and nature whatsoever, including, without limitation, reasonable attorney's fees and expert's fees and disbursements, which may, at any time, be imposed upon, incurred by or asserted or awarded against the Lessor and arising from or out of any Hazardous Materials on, in, under or affecting all or any portion of the demised premises, building or the Lessor's real estate as a result of the Tenant's actions or inactions or violation of the terms of this Lease including, without limitation, the costs of removal of any and all Hazardous Materials, additional costs required to take necessary precautions to protect against the release of Hazardous Materials and any costs incurred to comply with the Hazardous Materials laws.

IN WITNESS WHEREOF, Lessor and Tenant have caused this Lease to be executed as a sealed instrument as of the day and year first above written.

Lessor:

In the presence of:

The Best Revenge, LLC

By: AM Sanborn
Anthony M. Sanborn, Manager/member

Tenant:

Win Win Win, LLC

By: AM Sanborn
Anthony M. Sanborn, Manager/member

The Best Revenge, LLC
71 Eagle Drive
Bedford, NH 03110

December 15, 2020

NH Lottery Commission
14 Integra Drive
Concord, NH 03301

To Whom It May Concern:

Please be advised that The Best Revenge LLC is aware that charitable gaming is taking place at this establishment.

If you have any questions or need additional information, please don't hesitate to contact me.

All the best,

A handwritten signature in black ink, appearing to read 'AMS', followed by a horizontal line extending to the right.

Anthony M. Sanborn, managing member

APPENDIX 12



City of Concord

Agenda Planning Board

Wednesday, September 21, 2022

7:00 PM

City Council Chambers
37 Green Street
Concord, NH 03301

1. Call to Order
2. Roll Call
3. Approval of Meeting Minutes
August 17, 2022 - Planning Board Minutes
Attachments: [Minutes](#)
4. Agenda Overview
5. **Determination of Completeness**
- 5A. Granite State Credit Union requests a Major Site Plan approval for expansion of a parking lot, including the addition of four drive through teller lanes at 311 Sheep Davis Road in the Gateway Performance (GWP) District. (2022-58)
Attachments: [Report](#)
[Plans](#)
[Supplemental](#)
6. **Design Review Applications by Consent**
- 6A. Sousa Signs, on behalf of US Cellular, requests ADR approval for the replacement of an internally-illuminated freestanding sign panel and an internally-illuminated wall sign at 240 Loudon Road in the Gateway Performance (GWP) District.
Attachments: [Application](#)
- 6B. Spirit Halloween requests ADR approval for three (3) new wall signs at 271 Loudon Road in the Gateway Performance District (GWP).
Attachments: [Application](#)

Public Hearings

7. **Design Review Applications**

- 7A. Claude Gentilhomme, on behalf of LLC, Berat, requests ADR approval for façade changes to 58 North Main Street in the Central Business Performance (CBP) District (2022-60).

Attachments: Application

8. Site Plan, Subdivision and Conditional Use Permit Applications

- 8A. Granite Engineering, LLC, on behalf of Fifteen Integra Drive, LLC (Pitco), requests an extension to a Major Site Plan approval for 15 Integra Drive in the Industrial (IN) District. (2021-34)

Attachments: Request

- 8B. Tarbell & Brodich, PA, on behalf of EWT 54, LLC, requesting a Conditional Use Permit, (CUP) for the use of a restaurant at 72 Washington Street in the Neighborhood Commercial (CN) District. (2022-28)

Attachments: Report
Plan
Supplemental

- 8C. Robert Degan, LLS, on behalf of Brett Halsey at 444 Josiah Bartlett Road, and Cyril and Maxine Halsey & David & Cheryl Pearl at 442 Josiah Bartlett Road, requesting a Minor Subdivision for a lot line adjustment between their two properties in the Medium Density (RM) District. (2022-51)

Attachments: Report
Plan
Supplemental

- 8D. Tighe & Bond, Inc, on behalf of Eversource, requesting Minor Site Plan approval for construction of a gravel access road and pad site and Conditional Use Permit (CUP) approval for the utility use at Garvins Falls Road in the Office Park Performance (OFP) and Medium Density (RM) Districts.

Attachments: Reports
Plans
Supplemental

- 8E. Wilcox & Barton Inc., on behalf of Calvert Ridge 6 LLC, requesting Minor Site Plan approval for additional parking area at 52 Loop Road in the Open Space Residential (RO) District.

Attachments: Reports
 Plans
 Supplemental

- 8F. TF Moran, Inc, on behalf of Interchange Development LLC, requesting a Preliminary Design Review for a mix of uses, including urgent care, medical office, retail, and restaurant for property off Whitney Road in the Gateway Performance (GWP) District.

Attachments: Reports
 Plans
 Supplemental

- 8G. TF Moran, Inc, on behalf of Big Step LLC, requesting a Preliminary Design Review for a hospitalisty use, consisting of a gaming hall and restaurant/bar for property off Break O' Day Drive in the Gateway Performance (GWP) District. (2022-59)

Attachments: Report
 Plans
 Architectural Renderings
 Narrative
 Traffic Scoping Proposal
 Wetland Report

- 8H. Wilcox & Barton Inc., on behalf of Morrill Mill Pond LLC, requesting Major Site Plan approval for structures of approximately 2200 sf and 2300 sf for the purpose of a restaurant with drive through and retail space at 10 Whitney Road in the Industrial (IN) District. Applicant requests to postpone to the October 19, 2022 Planning Board meeting.

- 8I. Kalapa Realty Trust, LLC requests Major Site Plan approval and Minor Subdivision Approval for an age restricted residential development consisting of attached condominium units, along with a Conditional Use Permit (CUP) for disturbance to a wetland buffer at 61 Borough Road in the Single Family (RS) and Medium Density (RM) Districts. Staff recommends tabling the application.

9. Other Items

- 9A. Referral from City Council regarding a request from the US Army Natinal Guard (USARNG) for a discontinuance of the dead end portion of Pembroke Road.

Attachments: Report
 Plan
 Request

Other Business

10. Any other business which may legally come before the Board.

Adjournment**Information**

Info. September 6, 2022 - Architectural Design Review Committee Minutes
01

Attachments: Minutes

Next regular monthly meeting is Wednesday, October 19, 2022

Note: To review meeting agendas please visit the City's Website, www.concordnh.gov, or view the notice posted at City Hall.

All City of Concord public meetings are accessible for persons with disabilities. Any person who feels that he or she may be unable to participate in a City of Concord public meeting due to a disability should, to the extent possible, call (603) 225-8515 at least 48 hours prior to the meeting so that a reasonable accommodation can be arranged.

For meetings held in the City Council Chambers, any person who is unable to access the upper level of the Council Chambers to address the City Council or any other public body may use the podium and/or microphone located at the lower level of the Council Chambers. Other reasonable accommodations may be available upon request.

EXHIBIT 12

General Information:

Legal Name: Win Win Win, LLC

DBA: Concord Casino

Game Operator Employer (GOE): Anthony Sanborn

Games of Chance (GOC) activity reported to the New Hampshire Lottery Commission (NHLC) for the audit period:

Table/Pit Games	\$189,418
Tournaments Gross Revenue	\$43,293
Tournaments Net Revenue	\$14,559
Cash Poker	\$4,276
Charity Allocation (after rent)	\$36,729
State Tax:	\$20,668

Audit Objective:

To determine if the game room, in accordance with all applicable State of New Hampshire statutes and administrative rules, accurately and appropriately:

- Computed, reported, and timely submitted GOC Monthly Financial Reports (MFRs) and taxes to the NHLC.
- Computed and timely submitted the charitable organizations' share of gaming proceeds.
- Adhered to internal control procedures that properly captured and documented GOC transactions.

Audit Scope and Methodology:

The audit scope was limited to GOC activities conducted by the GOE for the period May 1, 2022 through July 31, 2022. Audit procedures were performed to obtain an understanding of the internal controls over gaming operations and to determine adherence to recordkeeping and reporting requirements.

Through inspection, observation and inquiry, auditors performed the following procedures:

- Reviewed State of NH statutes and administrative rules applicable to GOC.
- Obtained an understanding of the internal control environment to determine areas of risk.
- Performed onsite fieldwork and held meetings with staff to observe and inquire about GOC operations.
- Reviewed source documents including daily transaction records, financial statements, bank statements, and other documents submitted by the GOE.
- Reviewed and tested MFRs submitted by the GOE to ensure compliance with all State of NH statutes and administrative rules applicable to GOC.

OBSERVATIONS, RECOMMENDATIONS, AND AUDITEE RESPONSES:

Observation #1: Financial Statements Submitted for Audit Raised Significant Concerns

The observation regarding Win Win Win's financial statements submitted for audit is related to Lot 7206.08(e), "General accounting records shall consist of controls established to safeguard assets and ensure accurate and complete records of all transactions pertaining to gaming revenue and activities of operational accountability that: Record gaming activity transactions in an accounting system to identify and track all revenues, expenses, assets, and liabilities; Produce financial statements to include, at a minimum, an income statement and a balance sheet; Produce appropriate subsidiary ledgers to support the balance sheet; Prepare, review, and maintain accurate financial statements; Prepare minimum bankroll calculations in accordance with Lot 7207.04(p); and Maintain and preserve all financial books, records, and relevant supporting documentation."

At the commencement of the audit, a document request list was provided to the GOE by audit staff. The minimum required financial statements per Lot 7206.08(e) were requested. Win Win Win's GOE indicated he did not currently have up to date financial statements, but he had hired a bookkeeper to get them current. Inadequate and missing financial statements was a finding during the 2021 audit and at that time, the GOE committed to working with an accountant to produce the requisite financials.

Auditors noted the following in the previous audit report:

It is incumbent upon the GOE to review and understand the rules associated with games of chance. The rules clearly outline the requirement to have an accounting system that can provide a balance sheet, income statement, subsidiary ledgers and other pieces of financial information that are critical to running a business. Further, it is the GOE's responsibility to, at the NHLC's request, provide information in support of the Monthly Financial Reports submitted to the Commission.

During the current audit, financial statements were eventually provided and included a balance sheet, profit and loss statement and a cash flow statement. In addition, the GOE provided a transaction detail report reflecting activity from 2017 through August of 2022. Very early on, auditors had concerns about the financial statements and transaction detail report submitted. There were cryptic entries and what appeared to be unusually high amounts paid for rent, advertising, and equipment purchases. The balance sheet reflected a large liability noted as a Payroll Protection Plan loan. Given the size of the room and the known level of staffing, the \$844,000 recorded seemed excessive so an inquiry was made to the GOE. The GOE indicated the loan was an Economic Injury Disaster Loan (EIDL), which his bookkeeper had mislabeled on the financials. As the amount was significant and appeared to be funding nearly all the room's activities, additional research was done to better understand the nature of the loan.

The Small Business Administration (SBA), which offers the loans, defines substantial economic injury as a business' inability to meet its obligations or to pay its ordinary and necessary operating expenses following a disaster, in this case, Covid19. EIDLs provide the necessary working capital to help small businesses survive until normal operations resume after a disaster. The SBA clearly conveyed what constitutes an ineligible use of loan proceeds, including business expansions, fixed asset purchases, and direct payments to owners, other than for services provided.

The GOE accepted \$844,000 in EIDL loans on behalf of Win Win Win. The initial \$499,900 (\$500,000 less a \$100 service fee) was received on January 4, 2022 and the second installment in the amount of \$344,000 was received on February 15, 2022. The GOE also accepted an EIDL payment of \$500,000 for another of his businesses, The Draft, which is housed in the building with his gaming operations.

New Hampshire Lottery Commission
Win Win Win, LLC DBA Concord Casino
Audit Period: May 1, 2022 – July 31, 2022

It was noted that soon after receiving the loan proceeds, the GOE began making large payments from Win Win Win's operating account for rent and equipment. On January 18, 2022, a wire transfer was initiated for "equipment purchases", in the amount of \$48,750 and on February 2, 2022, another wire transfer in the amount of \$52,500 was executed. The payments were charged to equipment on the transaction detail report. It was later discovered the wires had been flagged as suspicious by bank personnel. Based on the bank's research, the wire in the amount of \$52,500 was sent to a motorsport business in Georgia. During the seven-month period following receipt of the first EIDL proceeds, the GOE recorded \$235,242 in "equipment purchases", including another large wire in the amount of \$80,600 in April. Equipment purchases, if legitimate, are considered a fixed asset and ineligible as a use of EIDL proceeds.

Auditors noted a significant uptick in wire transfers once loan proceeds were received. Prior to January of 2022, according to the transaction detail report provided by the GOE, there were no wires and only a few ACH payments made from Win Win Win's operating account; these included payroll processing fees and payments to credit card companies.

Auditors noted multiple payments to an individual notated in the transaction detail report as "Peter D". The amounts were charged to advertising expense and were paid via wire transfer. Given the round numbers, the payment by wire and the lack of detail regarding the payee, auditors further reviewed source documents in an attempt to identify the recipient. Handwritten payment registers submitted by the GOE reflected Peter Dawe as the payee. Peter Dawe was identified as the owner of a motorsport company in Pennsylvania that specializes in Porsches. As the GOE refers to himself as a Porsche enthusiast, auditors became concerned about the payments made to Dawe, totaling \$45,000. These amounts were in addition to the wires sent previously to another motorsport company in Georgia.

During the months following receipt of the loan proceeds, the GOE began an expansion of his business into an additional unit adjacent to his existing game room. New carpeting, new televisions and substantial leasehold improvements were described in several Facebook posts by the room regarding the expansion. In addition, payments from Win Win Win's operating account were made to TF Moran, an engineering firm representing the GOE in a proposed, large-scale expansion in another section of Concord. Significant charges for boring services seemed more in line with the proposed location rather than the existing Main Street building. Auditors were concerned loan funds were being used to further expand the GOE's gaming business under a newly created entity, Concord Commitment. According to the SBA, business expansions are an ineligible use of EIDL funds.

Auditors noted that during the period reviewed, Win Win Win suffered regular operating losses. In addition, the entity's retained earnings reflected on the transaction detail report on December 31, 2021 was a negative amount. This indicates the business had not been profitable prior to 2022, nor was it profitable during the first eight months of 2022, according to financial information submitted for audit by the GOE. Further, a cash flow statement provided by the GOE showed a negative operating cash flow, which indicates the ongoing operations of the business were not supporting the routine expenses of the business. Given the lack of profitability of the business, the equipment and leasehold improvement costs seem to have been financed with EIDL proceeds.

Another significant expense identified during audit was rent expense. There appeared to be an excessive amount of rent paid to another of the GOE's businesses, The Best Revenge. Over a ten-month period, the GOE paid \$238,000 in rent. According to the lease executed between Win Win Win and The Best Revenge, rent in the amount of \$6,000 annually is to be paid. The lease also references additional expenses associated with the space that is the lessee's responsibility; however, during the period noted, Win Win Win occupied the building's third floor and basement, with the first floor housing the GOE's

restaurant, The Draft. The gaming space was fairly small and did not offer facilities for patrons or employees. Given the size and condition of the space, it seems unlikely the space would command such a large rent from a third party in an arm's length transaction. Further, a payment of \$20,000 was made from the Win Win Win operating account to The Draft and noted as rent. There is no record that a lease between Win Win Win and The Draft exists, and no explanation was provided by the GOE.

An important aspect of the audit is a review of bank accounts and reconciliations. Auditors noted a new bank account – Ledyard Bank - appearing on the financial statements, for which a bank statement had not been received. The audit document request list specifies that all bank statements for the gaming entity be provided for audit. Auditors requested the Ledyard Bank statements multiple times; however, the GOE did not provide the requested information until it was conveyed that it would be an audit finding. Once provided, it was discovered the GOE had wired money to Ledyard Bank, then deposited the money into an account in his name, not the name of the business. He further withdrew \$45,000 of the \$150,000 wired. Once the funds had been transferred to the GOE's personal account, the amount should have been removed from Win Win Win's financial statements, this did not occur and the GOE continued to reflect funds taken out of the Company's bank account as Win Win Win's asset. Owner's equity was also increased to reflect funds that were no longer in the name of the entity. This activity was concerning to auditors as it appeared the GOE was submitting falsified financial statements to a state agency. Payments to owners, other than compensation for services rendered is not an eligible expenditure under the terms of the EIDL.

Finally, cash on hand was reflected on the balance sheet but no evidence was provided that it existed. Further, approximately \$25,000 of the cash on hand is player funds collected during poker play. There are very strict guidelines on the handling of player funded monies, including no commingling with operator funds; however, there was no evidence on the financial statements that the GOE recognized these funds as a liability of Win Win Win.

In summary, NHLC auditors have significant concerns regarding the GOE's financial statements and potential misuse of EIDL funds. Several suspicious wires, EIDL proceeds that seem to be financing an expansion, poor recordkeeping and unexplained charges that seem unreasonable for a room of Win Win Win's size have caused auditors to call into question the overall integrity of the financial statements submitted.

Observation #2: Lack of Dual Control for Cash and Cash Equivalents

The observation regarding lack of evidence of dual control for cash and cash equivalents is related to compliance with Lot 7206.08(d)(1), which requires the GOE to establish "Internal controls to secure and count all cash received in connection with a game of chance event, including the requirements that no fewer than two individuals be responsible for counting the receipts".

Auditors reviewed fill, drop and rake reconciliation sheets as well as close slips related to cash poker and pit game activity to confirm dual control procedures were followed. Auditors noted insufficiencies on multiple documents related to dual verification, including the omission of one or both authorized signatures required on source documents. In addition, numerous revisions were made to source documents that lacked initials or further explanation attesting to the changes.

The NHLC cited the same observation during Win Win Win's 2021 audit and the GOE concurred with the requirement; however, the issue was not remediated.

Recommendation:

To comply with Lot 7206.08(d)(1), review GOC processes and implement measures to mitigate the risk of error or fraud. Communicate the importance of dual control and proper procedures for modifications to source documentation to all licensed GOC staff.

Observation #3: Lack of Adequate Safeguards for Cash and Cash Value Equivalents

The observation regarding a lack of adequate safeguards for cash and cash value chips is related to Lot 7206.08(c)(3) "A system for the collection and security of moneys at the table games, the transfer and recordation of chips between the table games and the cashiers' cage, the transfer of money from the table games to the counting process, and the process and equipment to assure security for the counting and recordation of revenue" and Lot 7206.08(c)(4) "Safeguards of assets within the cashiers cage for...(t)he receipt, storage, inventory and disbursal of chips, cash, counter checks, and other cash equivalents used in gaming."

During the September 27, 2022, site visit, NHLC auditors noted chips were left in unsecured trays that were used for redemptions and fills. There were also cash poker setups on shelves in the back section of the cage, in an area not covered by surveillance.

Recommendation:

To comply with Lot 7206.08(c)(3), continue to review and revise procedures for safeguarding cash and cash equivalents as necessary. Ensure all gaming assets are monitored by surveillance.

Observation #4: Inadequate/Insufficient Source Documentation

The observation regarding inadequate and/or insufficient source documentation is related to Lot 7206.08(b)(2), "Financial records are complete, accurate, and reliable;" and Lot 7206.08(b)(4), "Transactions are recorded adequately to permit proper reporting of gaming revenue and of fees and taxes, and to maintain accountability for assets."

Auditors noted multiple instances where source documents or information on documents were insufficient. Improper recordkeeping exposes the game room to fraudulent activity. Inaccurate information ultimately affects monthly financial reporting, tax payments to the State and charity allocations.

Deficiencies noted include handwritten opening and closing sheets that do not have a field for time or date, numerous revisions to transactions without utilizing the one-line strike through methodology, and illegible handwriting on multiple source documents. Auditors also noted instances where an opening bank was recorded without a corresponding closing bank.

Auditors also noted insufficiencies in tournament paperwork, which contained incomplete information on registration forms, inadequate documentation of prize winners and bounty prizes awarded. Due to a lack of proper documentation, auditors were unable to verify compliance with RSA 287-D:14, XII(b), "Prizes of \$500 or more shall be paid by check." Without complete registration information, auditors were unable to verify compliance with RSA 287-D:14, XV, which dictates the maximum amount each player may spend per game or licensed event. A player is limited to spending up to \$150 per game (\$250 for one game per licensed event) including buy-ins and re-buys. Insufficient information also prevented auditors from confirming compliance with RSA 287-D:14, XVII, which limits the payback in prizes to 80 percent or less of the total amount collected from players.

The NHLC cited the same deficiencies during Win Win Win's 2021 audit and apart from transaction times on drop slips, the GOE failed to remediate these deficiencies.

Recommendation:

To comply with Lot 7206.08(b)(2), continue to review and revise forms and processes related to GOC operations as needed. Communicate the importance of proper procedures for the preparation and modification of source documentation to all licensed GOC staff.

Observation #5: Cash Value Chips Not Properly Inventoried or Tracked

The observation regarding cash value chips not inventoried or tracked is related to Lot 7206.08(c)(2), which requires the GOE maintain "Control of games of chance equipment inventory to prevent unauthorized access, misappropriation, forgery, theft, or fraud, including systems and safeguards with regard to the receipt, storage, inventory and disbursal of chips, cards, dice, and other sensitive equipment utilized in games of chance", and Lot 7208.01(b)(6)(g), which requires the GOE to maintain, for at least two years, "Copies of documentation related to the operation of games of chance, including: chip inventory documentation forms, including purchase, receipt, balances on hand, storage, and destruction."

During the September 27, 2022 site visit, NHLC auditors met with the Primary Game Operator (PGO) to observe cash value chips physically held in inventory and to discuss the overall inventory process. The PGO indicated that a daily chip tracking sheet is completed; however, it focuses on chips within the cage. Auditors inquired about the "back bank" of chips totaling \$28,573 that was listed on the chip inventory. The PGO stated the bank is located in the GOE's office, which is not accessible to room staff, so it is not inventoried or counted as part of the process. Auditors emphasized the importance of conducting a full physical inventory, including all chips to ensure chip walk numbers are accurate and the chance of theft is mitigated.

Recommendation:

To comply with Lot 7208.01(b)(6)(g), a periodic inventory should be performed to compare the perpetual inventory numbers with actual numbers. This should include the "back bank". In addition, purchases of chips and destruction of chips should be documented and included in the reconciliation.

Observation #6: Charity Rental Rates Appear to be Based on Revenue

The observation regarding charity rental rates is related to RSA 287-D:19II(b), "If a game operator employer charges rent, such charge shall be by written agreement and shall be a fixed payment, not based on a percentage of what the charitable organization receives from the game of chance, and shall reflect fair rental value of the property for any use, not only as a place to hold a game of chance".

An analysis of actual rents charged to charities versus the agreed upon rent reflected in the written contracts identified several differences. The contractual rent of \$750 per game date was often reduced and seemed to reflect a consistent percentage of gaming revenue; rents actually charged were approximately 17% of gaming revenue reported on the MFR. It is noted that the rent modifications were always a reduction to the amount per the written contract; however, it must also be noted that rental charges based on a percentage of gaming revenue is prohibited by statute. It was observed that rent charged by Win Win Win was approximately 50% of the charity's proceeds from gaming. For the audit period, charity proceeds before rental charges totaled \$72,889; after rent was deducted, the actual charity proceeds totaled \$36,729.

The NHLC cited the same observation during Win Win Win's 2021 audit, to which the GOE responded,

“This is not done on a percentage basis, but an individual case by case basis, to insure the Charity receives in excess of 50% of the net amount raised by play in the Casino.” The GOE was advised a reassessment of the rental value may be in order if consistent reductions in rent were necessary. After the 2021 audit, the GOE raised the daily contractual rent from \$500 to \$750. During the current audit period, daily rents actually charged ranged from \$67.50 to \$675; no charity was ever charged the contractual rate of \$750.

Recommendation:

To comply with RSA 287-D:19,II(b), a fair and equitable rental rate for all charities should be determined and reflected in the written charity agreement. Rents charged to charities should not be based on a percentage of gaming proceeds.

DRAFT

EXHIBIT 13

71 EAGLE DR

Location 71 EAGLE DR

Mblu 15/ 11/ 95/ /

Acct#

Owner LAURIE J SANBORN REV TRUST

Assessment \$692,100

PID 2187

Building Count 1

topoTopography Rolling

Utility Well, Septic

Current Value

Assessment					
Valuation Year	Building	Extra Features	Outbuildings	Land	Total
2022	\$462,500	\$8,500	\$12,000	\$209,100	\$692,100

Owner of Record

Owner LAURIE J SANBORN REV TRUST
SANBORN LAURIE J TRUSTEE
Address 71 EAGLE DR
BEDFORD, NH 03110

Sale Price \$425,000
Certificate
Book & Page 8662/0614
Sale Date 05/27/2014
Instrument 1N
Qualified U

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
LAURIE J SANBORN REV TRUST	\$425,000		8662/0614	1N	05/27/2014
MOSER CHRISTINE D TRUSTEE	\$4,000		7946/0671	1F	02/04/2008
MOSER CHRISTINE D TRUSTEE	\$694,000		7683/0914	00	05/31/2006
VIOLA RANDALL G &	\$370,000		5656/0910	00	09/22/1995
FIEDLER JAMES J	\$387,000		5412/0193	00	03/01/1993

Building Information

Building 1 : Section 1

Year Built: 1986

Building Photo

Living Area: 3,317
Replacement Cost: \$624,980
Building Percent Good: 74
Replacement Cost Less Depreciation: \$462,500

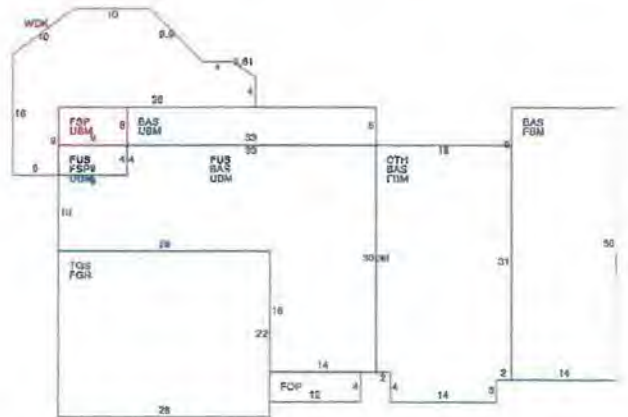
Building Attributes

Field	Description
Style:	Modern/Contemp
Model	Residential
Grade:	Good +30
Stories:	2 Stories
Occupancy	1
Exterior Wall 1	Clapboard
Exterior Wall 2	Brick Veneer
Roof Structure:	Gable/Hip
Roof Cover	Asph/F Gls/Cmp
Interior Wall 1	Drywall/Sheet
Interior Wall 2	
Interior Flr 1	Hardwood
Interior Flr 2	Carpet
Heat Fuel	Oil
Heat Type:	Forced Air-Duc
AC Type:	Central
Total Bedrooms:	3 Bedrooms
Total Bthrms:	3
Total Half Baths:	1
Total Xtra Fixtrs:	
Total Rooms:	6 Rooms
Bath Style:	Modern
Kitchen Style:	Average
Num Kitchens	01
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	



(https://images.vgsi.com/photos/BedfordNHPhotos/00\00\82\11.jpg)

Building Layout



(ParcelSketch.aspx?pid=2187&bid=2228)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	2,043	2,043
FUS	Upper Story, Finished	812	812
TQS	Three Quarter Story	616	462
CTH	Cathedral Ceiling	598	0
FBM	Basement, Finished	1,102	0
FGR	Garage, Framed	616	0
FOP	Porch, Open	48	0
FSP	Porch, Screen	81	0
UBM	Basement, Unfinished	1,022	0
WDK	Deck, Wood	370	0
		7,308	3,317

Extra Features

Extra Features					Legend
Code	Description	Size	Value	Assessed Value	Bldg #
FPL3	2 STORY CHIM	1.00 UNITS	\$3,900	\$3,900	1

WHL	WHIRLPOOL	1.00 UNITS	\$2,700	\$2,700	1
KITH	KITCHEN	1.00 UNITS	\$1,900	\$1,900	1

Land

Land Use

Use Code 1010
Description SINGLE FAM MDL-01
Zone RA
Neighborhood 70
Alt Land Appr No
Category

Land Line Valuation

Size (Acres) 1.82
Frontage 0
Depth 0
Assessed Value \$209,100

Outbuildings

Outbuildings							Legend
Code	Description	Sub Code	Sub Description	Size	Value	Assessed Value	Bldg #
SPL3	GUNITE			576.00 S.F.	\$11,200	\$11,200	1
PAT2	PATIO-GOOD			216.00 S.F.	\$800	\$800	1

Valuation History

Assessment					
Valuation Year	Building	Extra Features	Outbuildings	Land	Total
2021	\$462,500	\$8,500	\$12,000	\$209,100	\$692,100
2020	\$424,200	\$8,700	\$12,000	\$160,800	\$605,700
2018	\$365,300	\$8,700	\$12,000	\$160,800	\$546,800

EXHIBIT 14

Business Information

Business Details

Business Name: THE DRAFT, LLC	Business ID: 550832
Business Type: Domestic Limited Liability Company	Business Status: Good Standing
Management Style: Manager Managed	Name in State of Formation: Not Available
Business Creation Date: 01/24/2006	Date of Formation in Jurisdiction: 01/24/2006
Principal Office Address: 71 Eagle Drive, Bedford, NH, 03110, USA	Mailing Address: 71 Eagle Drive, Bedford, NH, 03110, USA
Citizenship / State of Formation: Domestic/New Hampshire	Last Annual Report Year: 2022
Duration: Perpetual	Next Report Year: 2023
Business Email: mayor.hooville@gmail.com	Phone #: 603-682-1165
Notification Email: NONE	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / restaurant	

Principals Information

Name/Title

Anthony M Sanborn / Manager

Anthony M Sanborn / Member

Anthony Sanborn / Manager

Anthony Sanborn / Manager

Anthony M Sanborn / Manager

Business Address

PO Box 923, Henniker, NH, 03242, USA

PO Box 7893, Loudon, NH, 03307, USA

71 Eagle Drive, Bedford, NH, 03110, USA

71 Eagle Drive, Bedford, NH, 03110, USA

71 Eagle Drive, Bedford, NH, 03110, USA

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Registered Agent Information

Name: Sanborn, Anthony

Registered Office Address: 30 Gulf Rd PO Box 923, Henniker, NH, 03242, USA

Registered Mailing Address: 30 Gulf Rd PO Box 923, Henniker, NH, 03242, USA

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

Filing History Address History View All Other Addresses Name History Shares
Businesses Linked to Registered Agent Return to Search Back

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Business Information

Business Details

Business Name: THE BEST REVENGE, L.L.C.	Business ID: 282911
Business Type: Domestic Limited Liability Company	Business Status: Good Standing
Management Style: Manager Managed	Name in State of Formation: Not Available
Business Creation Date: 12/19/1997	Mailing Address: 71 Eagle Drive, Bedford, NH, 03110, USA
Date of Formation in Jurisdiction: 12/19/1997	Last Annual Report Year: 2022
Principal Office Address: 71 Eagle Drive, Bedford, NH, 03110, USA	Next Report Year: 2023
Citizenship / State of Formation: Domestic/New Hampshire	Phone #: NONE
Duration: Perpetual	Fiscal Year End Date: NONE
Business Email: mayor.hooville@gmail.com	
Notification Email: mayor.hooville@gmail.com	

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / OWNING & OPERATING REAL ESTATE	

Principals Information

Name/Title

Anthony M Sanborn / Manager

Anthony M Sanborn / Member

Anthony Sanborn / Manager

Anthony M Sanborn / Manager

Anthony M Sanborn / Member

Business Address

67 South Main Street, Concord, NH, 03301, USA

67 South Main Street, Concord, NH, 03301, USA

71 Eagle Drive, Bedford, NH, 03110, USA

71 Eagle Drive, Bedford, NH, 03110, USA

71 Eagle Drive, Bedford, NH, 03110, USA

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Registered Agent Information

Name: ANTHOY M. SANBORN

Registered Office Address: 67 SOUTH MAIN ST, CONCORD, NH, 03301, USA

Registered Mailing Address: 67 SOUTH MAIN ST, CONCORD, NH, 03301, USA

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

[Filing History](#) [Address History](#) [View All Other Addresses](#) [Name History](#) [Shares](#)

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Business Information

Business Details

Business Name: IS LIVING, LLC	Business ID: 304821
Business Type: Domestic Limited Liability Company	Business Status: Good Standing
Management Style: Manager Managed	
Business Creation Date: 12/15/1998	Name in State of Formation: Not Available
Date of Formation in Jurisdiction: 12/15/1998	
Principal Office Address: 71 Eagle Drive, Bedford, NH, 03110, USA	Mailing Address: 71 Eagle Drive, Bedford, NH, 03110, USA
Citizenship / State of Formation: Domestic/New Hampshire	
	Last Annual Report Year: 2022
	Next Report Year: 2023
Duration: Perpetual	
Business Email: mayor.hooville@gmail.com	Phone #: NONE
Notification Email: mayor.hooville@gmail.com	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / REAL ESTATE ACQUISITION & DEVELOPMENT	

Principals Information

Name/Title

Anthony Sanborn / Manager

Anthony M Sanborn / Manager

Anthony M Sanborn / Member

Anthony Sanborn / Member

Business Address

71 Eagle Drive, Bedford, NH, 03110, USA

71 Eagle Drive, Bedford, NH, 03110, USA

71 Eagle Drive, Bedford, NH, 03110, USA

71 Eagle Drive, Bedford, NH, 03110, USA

Page 1 of 1, records 1 to 4 of 4

Registered Agent Information

Name: Sanborn, Anthony M

Registered Office Address: 67 SOUTH MAIN ST, CONCORD, NH, 03301, USA

Registered Mailing Address: 67 SOUTH MAIN ST, CONCORD, NH, 03301, USA

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

[Filing History](#) [Address History](#) [View All Other Addresses](#) [Name History](#) [Shares](#)

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Business Information

Business Details

Business Name: HOOVILLE, L.L.C.	Business ID: 588956
Business Type: Domestic Limited Liability Company	Business Status: Good Standing
Management Style: Manager Managed	
Business Creation Date: 12/21/2007	Name in State of Formation: Not Available
Date of Formation in Jurisdiction: 12/21/2007	
Principal Office Address: 71 Eagle Drive, Bedford, NH, 03110, USA	Mailing Address: 71 Eagle Drive, Bedford, NH, 03110, USA
Citizenship / State of Formation: Domestic/New Hampshire	
	Last Annual Report Year: 2022
	Next Report Year: 2023
Duration: Perpetual	
Business Email: mayor.hooville@gmail.com	Phone #: 603-682-1165
Notification Email: NONE	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / real estate	

Principals Information

Name/Title

Anthony Sanborn / Manager

Anthony M Sanborn / Manager

Business Address

71 Eagle Drive, Bedford, NH, 03110, USA

71 Eagle Drive, Bedford, NH, 03110, USA

Page 1 of 1, records 1 to 2 of 2

Registered Agent Information

Name: Sanborn, Anthony M

Registered Office Address: 13 Mudgett Hill Road, Loudon, NH, 03307, USA

Registered Mailing Address: 13 Mudgett Hill Road, Loudon, NH, 03307, USA

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

[Filing History](#) [Address History](#) [View All Other Addresses](#) [Name History](#) [Shares](#)

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Business Information

Business Details

Business Name: CONCORD COMMITMENT LLC	Business ID: 888837
Business Type: Domestic Limited Liability Company	Business Status: Good Standing
Management Style: Member Managed	
Business Creation Date: 12/28/2021	Name in State of Formation: Not Available
Date of Formation in Jurisdiction: N/A	
Principal Office Address: 71 Eagle Drive, Bedford, NH, 03110, USA	Mailing Address: 71 Eagle Drive, Bedford, NH, 03110, USA
Citizenship / State of Formation: Domestic/New Hampshire	
	Last Annual Report Year: N/A
	Next Report Year: 2023
Duration: Perpetual	
Business Email: mayor.hooville@gmail.com	Phone #: NONE
Notification Email: mayor.hooville@gmail.com	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Real Estate and Rental and Leasing	Lessors of Nonresidential Buildings (except Miniwarehouses)

Principals Information

Name/Title

Anthony M Sanborn / Member

Business Address

71 Eagle Drive, Bedford, NH, 03110, USA

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name: Anthony M Sanborn

Registered Office Address: 71 Eagle Drive, Bedford, NH, 03110, USA

Address:

Registered Mailing Address: 71 Eagle Drive, Bedford, NH, 03110, USA

Address:

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
------------------	----------------	------------------	-----------------

No records to view.

[Filing History](#)

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[View All Other Addresses](#)

[Name History](#)

[Shares](#)

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Business Information

Business Details

Business Name: IMAGINE CASINO LLC	Business ID: 914625
Business Type: Domestic Limited Liability Company	Business Status: Good Standing
Management Style: Member Managed	Name in State of Formation: Not Available
Business Creation Date: 10/24/2022	Date of Formation in Jurisdiction: N/A
Principal Office Address: 71 Eagle Drive, Bedford, NH, 03110, USA	Mailing Address: 71 Eagle Drive, Bedford, NH, 03110, USA
Citizenship / State of Formation: Domestic/New Hampshire	Last Annual Report Year: N/A
Duration: Perpetual	Next Report Year: 2023
Business Email: senatorsanborn@gmail.com	Phone #: 603-682-1165
Notification Email: senatorsanborn@gmail.com	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Other Services (except Public Administration)	Other Grantmaking and Giving Services

Principals Information

Name/Title

Anthony M Sanborn / Member

Business Address

71 Eagle Drive, Bedford, NH, 03110, USA

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name: Anthony M Sanborn

Registered Office 71 Eagle Drive, Bedford, NH, 03110, USA

Address:

Registered Mailing 71 Eagle Drive, Bedford, NH, 03110, USA

Address:

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
------------------	----------------	------------------	-----------------

No records to view.

[Filing History](#)

[Address History](#)

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[Name History](#)

[Shares](#)

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Business Information

Business Details

Business Name: IMAGINE CASINO LLC	Business ID: 914484
Business Type: Domestic Limited Liability Company	Business Status: Rejected
Management Style: Member Managed	
Business Creation Date: 10/21/2022	Name in State of Formation: Not Available
Date of Formation in Jurisdiction: N/A	
Principal Office Address: 71 Eagle Drive, Bedford, NH, 03110, USA	Mailing Address: 71 Eagle Drive, Bedford, NH, 03110, USA
Citizenship / State of Formation: Domestic/New Hampshire	
	Last Annual Report Year: N/A
	Next Report Year: 2023
Duration: Perpetual	
Business Email: senatorsanborn@gmail.com	Phone #: 603-682-1165
Notification Email: senatorsanborn@gmail.com	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Other Services (except Public Administration)	Other Grantmaking and Giving Services

Principals Information

No Principal(s) listed for this business.

Registered Agent Information

Name: Anthony M Sanborn

Registered Office Address: 71 Eagle Drive, Bedford, NH, 03110, USA

Registered Mailing Address: 71 Eagle Drive, Bedford, NH, 03110, USA

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
------------------	----------------	------------------	-----------------

No records to view.

[Filing History](#) [Address History](#) [View All Other Addresses](#) [Name History](#) [Shares](#)

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Business Information

Business Details

Business Name: IMAGINE CASINO	Business ID: 868785
Business Type: Trade Name	Business Status: Inactive
Expiration Date: 4/15/2026	Last Renewal Date: Not Available
Business Creation Date: 04/15/2021	Name in State of Formation: Not Available
Date of Formation in Jurisdiction: 04/15/2021	
Principal Office Address: 71 Eagle Drive, Bedford, NH, 03110, USA	Mailing Address: 71 Eagle Drive, Bedford, NH, 03110, USA
Business Email: empress.hooville@gmail.com	Phone #: NONE
Notification Email: empress.hooville@gmail.com	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Other Services (except Public Administration)	Other Grantmaking and Giving Services

Page 1 of 1, records 1 to 1 of 1

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

Name	Title	Address
Laurie Sanborn	Applicant	71 Eagle Drive, Bedford, NH, 03110, USA

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

[Filing History](#) [Address History](#) [View All Other Addresses](#)
[Businesses Linked to Registered Agent](#) [Return to Search](#) [Back](#)

EXHIBIT 15

Business Information

Business Details

Business Name:	BANAGAN'S CYCLING COMPANY, INC.	Business ID:	186014
Business Type:	Domestic Profit Corporation	Business Status:	Admin Dissolution
Business Creation Date:	01/20/1993	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	01/20/1993	Mailing Address:	NONE
Principal Office Address:	67 S MAIN ST, CONCORD, NH, 03301, USA	Last Annual Report Year:	2004
Citizenship / State of Incorporation:	Domestic/New Hampshire	Next Report Year:	2005
Duration:	Perpetual	Phone #:	NONE
Business Email:	NONE	Fiscal Year End Date:	NONE
Notification Email:	NONE		

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / OPERATE A CYCLING SHOP	

Page 1 of 1, records 1 to 1 of 1

Principals Information

No Principal(s) listed for this business.

Registered Agent Information

Name: Sanborn, Anthony M

Registered Office Address: 67 S MAIN ST, CONCORD, NH, 03301, USA

Registered Mailing Address: 67 S MAIN ST, CONCORD, NH, 03301, USA

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
------------------	----------------	------------------	-----------------

No records to view.

[Filing History](#) [Address History](#) [View All Other Addresses](#) [Name History](#) [Shares](#)
[Businesses Linked to Registered Agent](#) [Return to Search](#) [Back](#)

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EXHIBIT 16

05-10083-MWV Banagan's Cycling Company, Inc.
Case type: bk **Chapter:** 7 **Asset:** Yes **Vol:** i **Judge:** Mark W. Vaughn
Date filed: 01/11/2005 **Date of last filing:** 02/26/2009
Date terminated: 02/24/2009

Case Summary

Office: Concord **Filed:** 01/11/2005
County: MERRIMACK-NH **Terminated:** 02/24/2009
Fee: Paid **Discharged:**
Origin: 0 **Reopened:**
Previous term: **Converted:**
Dismissed:
Joint: n **Confirmation**
hearing:
Current chapter: 7

Disposition : Discharge Not Applicable

Nature of debt: business

Related adversary proceedings: 07-01021-MWV,07-01022-MWV,07-01023-MWV,07-01024-MWV,
07-01025-MWV,07-01026-MWV,07-01027-MWV,07-01028-MWV,
07-01029-MWV

Pending status: Awaiting Discharge,Awaiting Involuntary Answer,Case Closed

Flags: CLOSED

Trustee: Office of the U.S. Trustee **City:** Concord **Phone:** (603) 333-2777 **Email:** USTPRegion01.MR.ECF@usdoj.gov

Trustee: Michael S. Askenaizer **City:** Nashua **Phone:** (603) 594-0300 **Fax:** 603-594-0303

Email:
trustee@askenaizer.com

Party 1: Banagan's Cycling Company, Inc. (Debtor)
Tax ID / EIN: 02-0460684

Atty: Steven M. Notinger **Represents party 1:** Debtor **Phone:** (603)888-0803 **Email:** steve@notingerlaw.com
Atty: Jack S. White (T) **Represents party 1:** Debtor **Phone:** (603) 883-0797 **Fax:** 60-883-8723 **Email:** bankruptcy@lawyersnh.com

Location of case files:

Volume: CS1

The case file may not be available.

PACER Service Center

Transaction Receipt

01/26/2023 10:38:37

PACER Login:	020doj2017	Client Code:	
Description:	Case Summary	Search Criteria:	05-10083-MWV
Billable Pages:	1	Cost:	0.10

FORM 83
(12/03)

United States Bankruptcy Court		INVOLUNTARY PETITION
District of NEW HAMPSHIRE		
IN RE (Name of Debtor - If Individual: Last, First, Middle) Banagan's Cycling Company, Inc.	ALL OTHER NAMES used by debtor in the last 6 years (include married, maiden, and trade names)	
LAST FOUR DIGITS OF SOC. SEC. NO./Complete EIN or other TAX I.D. NO. (if more than one, state all.) 02-0460684		
STREET ADDRESS OF DEBTOR (No. and street, city, state, and zip code) 67 South Main Street Concord, NH 03301	MAILING ADDRESS OF DEBTOR (if different from street address)	
COUNTY OF RESIDENCE OR PRINCIPAL PLACE OF BUSINESS Merrimack		
LOCATION OF PRINCIPAL ASSETS OF BUSINESS DEBTOR (if different from previously listed addresses) Concord, Lebanon, and Keene		
CHAPTER OF BANKRUPTCY CODE UNDER WHICH PETITION IS FILED <input checked="" type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 11		
INFORMATION REGARDING DEBTOR (Check applicable boxes)		
Petitioners believe: <input type="checkbox"/> Debts are primarily consumer debts <input checked="" type="checkbox"/> Debts are primarily business debts		TYPE OF DEBTOR <input type="checkbox"/> Individual <input type="checkbox"/> Stockbroker <input type="checkbox"/> Partnership <input type="checkbox"/> Commodity Broker <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Railroad <input type="checkbox"/> Other: _____
B. BRIEFLY DESCRIBE NATURE OF BUSINESS Retail Sporting Equipment		
VENUE <input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in the District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District. <input type="checkbox"/> A bankruptcy case concerning debtor's affiliate, general partner or partnership is pending in this District.	FILING FEE (Check one box) <input checked="" type="checkbox"/> Full filing fee attached <input type="checkbox"/> Petitioner is a child support creditor or its representative, and the form specified in § 304 (g) of the Bankruptcy Reform Act of 1994 is attached.	
PENDING BANKRUPTCY CASE FILED BY OR AGAINST ANY PARTNER OR AFFILIATE OF THIS DEBTOR (Report information for any additional cases on attached sheets.)		
Name of Debtor	Case Number	Date
Relationship	District	Judge

PAID

209-cmw

ALLEGATIONS
(Check applicable boxes)

1. Petitioner(s) are eligible to file this petition pursuant to 11 U.S.C. § 303(b).
2. The debtor is a person against whom an order for relief may be entered under title 11 of the United States Code.
- 3.a. The debtor is generally not paying such debtor's debts as they become due, unless such debts are the subject of a bona fide dispute;
or
- b. Within 120 days preceding the filing of this petition, a custodian, other than a trustee, receiver, or agent appointed or authorized to take charge of less than substantially all of the property of the debtor for the purpose of enforcing a lien against such property, was appointed or took possession.

COURT USE ONLY

FILED
 2005 JAN 11 P 2:23
 CLERK OF THE
 BANKRUPTCY COURT

If a child support creditor or its representative is a petitioner, and if the petitioner files the form specified in § 304 (g) of the Bankruptcy Reform Act of 1994, no fee is required.

FORM 5 Involuntary Petition
(6/92)

Name of Debtor Banagan's Cycling Company, Inc.

Case No. _____ (court use only)

TRANSFER OF CLAIM

Check this box if there has been a transfer of any claim against the debtor by or to any petitioner. Attach all documents evidencing the transfer and any statements that are required under Bankruptcy Rule 1003(a).

REQUEST FOR RELIEF

Petitioner(s) request that an order for relief be entered against the debtor under the chapter of title 11, United States Code, specified in this petition.

Petitioner(s) declare under penalty of perjury that the foregoing is true and correct according to the best of their knowledge, information, and belief.

X See attached

Signature of Petitioner or Representative (State title)
Salomon North America, Inc.

Name of Petitioner _____ Date Signed _____

Name & Mailing Address of Individual Signing in Representative Capacity
John Mears, Credit Manager
5055 North Greeley Avenue
Portland OR 97140

X  1/11/05
Signature of Attorney _____ Date _____

Wells, White & Fontaine, P.C.

Name of Attorney Firm (If any) _____

29 Factory Street, Nashua NH 03060

Address _____

(603) 883-0797


Telephone No. _____

X See attached

Signature of Petitioner or Representative (State title)
Burton Corporation

Name of Petitioner _____ Date Signed _____

Name & Mailing Address of Individual Signing in Representative Capacity
Chris Sherman, Credit Manager
Post Office Box 4449
Burlington VT 05406

X  1/11/05
Signature of Attorney _____ Date _____

Wells, White & Fontaine, P.C.

Name of Attorney Firm (If any) _____

29 Factory Street, Nashua NH 03060

Address _____

(603) 883-0797


Telephone No. _____

X See attached

Signature of Petitioner or Representative (State title)
Red Corporation

Name of Petitioner _____ Date Signed _____

Name & Mailing Address of Individual Signing in Representative Capacity
Chris Sherman, Credit Manager
Post Office Box 65009
Burlington VT 05406

X  1/11/05
Signature of Attorney _____ Date _____

Wells, White & Fontaine, P.C.

Name of Attorney Firm (If any) _____

29 Factory Street, Nashua NH 03060

Address _____

(603) 883-0797

Telephone No. _____

PETITIONING CREDITORS

Name and Address of Petitioner	Nature of Claim	Amount of Claim
Salomon North America, Inc. 5055 North Greeley Avenue Portland OR 97140	Goods sold and delivered to debtor	\$37,669.73
Burton Corporation Post Office Box 4449 Burlington VT 05406	Goods sold and delivered to debtor	\$227,956.72
Red Corporation Post Office Box 65009 Burlington VT 05406	Goods sold and delivered to debtor	\$14,545.15
Note: If there are more than three petitioners, attach additional sheets with the statement under penalty of perjury, each petitioner's signature under the statement and the name of attorney and petitioning creditor information in the format above.		Total Amount of Petitioners' Claims \$332,177.71

FORM 5 Involuntary Petition
(6/92)

Name of Debtor Banagan's Cycling Company, Inc.

Case No. _____

(court use only)

TRANSFER OF CLAIM

Check this box if there has been a transfer of any claim against the debtor by or to any petitioner. Attach all documents evidencing the transfer and any statements that are required under Bankruptcy Rule 1003(a).

REQUEST FOR RELIEF

Petitioner(s) request that an order for relief be entered against the debtor under the chapter of title 11, United States Code, specified in this petition.

Petitioner(s) declare under penalty of perjury that the foregoing is true and correct according to the best of their knowledge, information, and belief.

X See attached

Signature of Petitioner or Representative (State title)

K2 Corporation

Name of Petitioner

Date Signed

Name & Mailing Address of Individual Signing in Representative Capacity
Gregg B. Hoyle, Credit Manager
19215 Vashon Highway SW
Vashon WA 98070-5236

X

Signature of Attorney

Wells, White & Fontaine, P.C.

Name of Attorney Firm (If any)

29 Factory Street, Nashua NH 03060

Address
(603) 883-0797

Telephone No.

1/11/05
Date

X
Signature of Petitioner or Representative (State title)

Name of Petitioner

Date Signed

Name & Mailing Address of Individual Signing in Representative Capacity

X
Signature of Attorney

Date

Name of Attorney Firm (If any)

Address

Telephone No.

X
Signature of Petitioner or Representative (State title)

Name of Petitioner

Date Signed

Name & Mailing Address of Individual Signing in Representative Capacity

X
Signature of Attorney

Date

Name of Attorney Firm (If any)

Address

Telephone No.

PETITIONING CREDITORS

Name and Address of Petitioner	Nature of Claim	Amount of Claim
<u>K2 Corporation</u> <u>19215 Vashon Highway SW</u> <u>Vashon WA 98070-5236</u>	<u>Goods sold and delivered to debtor</u>	<u>\$51,606.11</u>
Name and Address of Petitioner	Nature of Claim	Amount of Claim
Name and Address of Petitioner	Nature of Claim	Amount of Claim
Note: If there are more than three petitioners, attach additional sheets with the statement under penalty of perjury, each petitioner's signature under the statement and the name of attorney and petitioning creditor information in the format above.		Total Amount of Petitioners' Claims <u>\$332,177.71</u>

____ continuation sheets attached

VERIFICATION OF PETITIONER

I, a duly authorized officer/agent for Salomon North America, Inc., the Petitioner named in the attached Petition, declare under penalty of perjury that the attached Involuntary Petition is true and correct according to the best of my knowledge, information, and belief.

Dated:


January 10, 2005


John Mears
Title: Credit Manager

VERIFICATION OF PETITIONER

I, a duly authorized officer/agent for Burton Corporation, the Petitioner named in the attached Petition, declare under penalty of perjury that the attached Involuntary Petition is true and correct according to the best of my knowledge, information, and belief.

Dated: 1/7/04


Chris Sherman
Title: Credit Manager

VERIFICATION OF PETITIONER

I, a duly authorized officer/agent for Red Corporation, the Petitioner named in the attached Petition, declare under penalty of perjury that the attached Involuntary Petition is true and correct according to the best of my knowledge, information, and belief.

Dated: 1/7/04

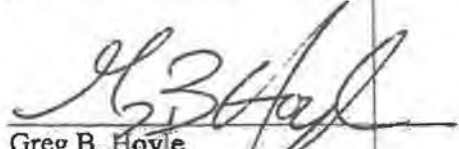

Chris Sherman
Title: Credit Manager

VERIFICATION OF PETITIONER

I, a duly authorized officer/agent for K2 Corporation, the Petitioner named in the attached Petition, declare under penalty of perjury that the attached Involuntary Petition is true and correct according to the best of my knowledge, information, and belief.

Dated: _____

1/7/05



Greg B. Hoyle

Title: Credit Manager

THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW HAMPSHIRE

 In re: *
 * Chapter 7
 BANAGAN'S CYCLING *
 COMPANY, INC. * Case No. 05-10083-MWV
 *
 Debtor. *
 *

 MICHAEL S. ASKENAIZER, *
 CHAPTER 7 TRUSTEE *
 * Adv. Proc. No.
 v. *
 *
 American Express Company *
 *
 Defendant *

COMPLAINT

INTRODUCTION

Michael S. Askenaizer, as Chapter 7 Trustee, brings the instant adversary proceeding pursuant to 11 U.S.C. §§105, 502, 542, 544, 547, 548, 549 and 550 and Bankruptcy Rule 7001 et. seq., to avoid certain transfers made by Banagan's Cycling Company, Inc. (the "Debtor") to American Express Company (the "Defendant").

JURISDICTION AND VENUE

1. This Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§1334 and 1471.
2. The United States District Court for the District of New Hampshire has referred all cases under Title 11 to the Bankruptcy Judges for this district.
3. Venue is proper in this district pursuant to 28 U.S.C. §1409.
4. This is a "core proceeding" pursuant to 28 U.S.C. §157(b)(2)(A), (E), (F) and (O).

PARTIES

5. Plaintiff, Michael S. Askenaizer is the duly appointed Chapter 7 Trustee in the

Chapter 7 Bankruptcy Case of the Debtor (the "Trustee").

6. The Defendant is, upon information and belief, a business organized under the laws of the United States of America and has a principal place of business at World Financial Center, 200 Vesey Street, New York, NY, 10285.

FACTS

7. On January 11, 2005, an involuntary petition under Chapter 7 of the Bankruptcy Code was filed against the Debtor (the "Petition Date").

8. Within ninety (90) days of the Petition Date, Debtor made the following transfer (the "Transfer") to the Defendant, a creditor of the Debtor, totaling \$11,574.94 (collectively, the "Transfers"):

<u>Check Number</u>	<u>Amount</u>	<u>Check Date</u>	<u>Date of Clearance</u>
19480	\$11,574.94	9/8/2004	10/21/2004

COUNT I

(Avoidance of Preferential Transfer § 11 U.S.C. §§547 and 550)

9. The Trustee restates the allegations contained in paragraphs one through and including eight and incorporates them herein.

10. The Defendant was a creditor of the Debtor and the Transfer was made for Defendant's benefit.

11. The Transfer to Defendant was made within ninety days of the Petition Date.

12. The Transfer to Defendant was made on account of an antecedent debt.

13. The Transfer to Defendant was made at a time when the Debtor was insolvent.

14. The Transfer to Defendant enabled Defendant to receive more than it would have received if 1) the case were a case under chapter 7; 2) the Transfer had not been made; and 3) Defendant had been paid as provided in Title 11.

WHEREFORE, the Trustee respectfully requests that this Court enter an Order determining that the Transfer to the Defendant is preferential pursuant to 11 U.S.C. §547; order that the Defendant be liable for the return and account of the Transfer so transferred by the Debtor pursuant to 11 U.S.C. §§542 and 550; and, for such other relief as this Court deems to be just.

COUNT II

(Avoidance of Fraudulent Transfers § 11 U.S.C. §§ 544 and 548)

15. The Trustee restates the allegations contained in paragraphs one through and including fourteen and incorporates them herein.

16. The Debtor, whose property or whose interest in property was transferred in the Transfer, received less than a reasonably equivalent value in exchange for such Transfer.

17. The Transfer was made (a) at a time when the Debtor was engaged or was about to engage in a business or transaction for which the remaining assets of the Debtor were unreasonably small capital, (b) at a time when the Debtor intended to incur, or believed, or should have believed that the Debtor would incur, debts beyond Debtor's ability to pay as they became due, (c) at a time when the Debtor was insolvent or (d) with the result that the Debtor became insolvent as a result of such Transfers.

WHEREFORE, the Trustee respectfully requests that this Court enter an Order determining that the Transfers to the Defendant are fraudulent transfers pursuant to 11 U.S.C. §548; order that the Defendant be liable for the return and account of the Transfers so transferred by the Debtor pursuant to 11 U.S.C. §§542 and 550; and, for such other relief as this Court deems to be just.

COUNT III

(For Recovery of Transfers § 11 U.S.C. §550)

18. The Trustee restates the allegations contained in paragraphs one through and including seventeen and incorporates them herein.

19. The Trustee is entitled to avoid the Transfer as described above pursuant to 11 U.S.C. §§544, 547, and/or 548.

20. The Defendant was the initial transferee of the Transfers, the intermediate or mediate transferee of the initial transferee of the Transfers, or the person for whose benefit the Transfers were made.

WHEREFORE, pursuant to 11 U.S.C. §550, the Trustee is entitled to recover from the Defendant an amount to be determined at trial but that is not less than the sum of the Transfers, plus interest to the date of payment and costs of this action.

COUNT IV

(To Disallow Claim § 11 U.S.C. 502(d))

21. The Trustee restates the allegations contained in paragraphs one through and including twenty and incorporates them herein.

22. The Defendant is the transferee of Transfer by the Debtor avoidable under 11 U.S.C. §544, 547, and/or 548, which is recoverable from the Defendant under 11 U.S.C. §550.

23. Pursuant to 11 U.S.C. §502(d), in the event that Defendant is liable for any avoidable Transfer under 11 U.S.C. §§544, 547, and/or 548, any claims held by the Defendant against the Debtor and/or its estate must be disallowed unless the Defendant pays the amount of the Transfer and recoverable property to the Trustee.

Respectfully Submitted,
MICHAEL S. ASKENAIZER, CHAPTER 7 TRUSTEE
By His attorneys,
LAW OFFICES OF MICHAEL S. ASKENAIZER, PLLC

Date: January 8, 2007

By: /s/ Michael S. Askenaizer
Michael S. Askenaizer, Esq. (BNH #04714)
60 Main Street
Nashua, NH 03060
Telephone: (603) 594-0300

EXHIBIT 17

Meet the Jerk Who'll Introduce Rand Paul at His First Campaign Rally

THAT GUY

As he begins his lap through early primary states, Rand Paul will be introduced in New Hampshire by lawmaker many Republicans there love to hate.



[David Freedlander](#)

Updated Apr. 14, 2017 11:07AM ET / Published Apr. 07, 2015 8:55PM ET



via Facebook

Listen to article 7 minutes

Say this for Rand Paul: The Kentucky senator and just-announced presidential candidate does not lack for an interesting cast of supporters.

One day after announcing his presidential bid, Paul will be introduced by a New Hampshire lawmaker so eccentric that the state GOP tried to gerrymander him out of politics.

Andy Sanborn, a state senator who was the co-chairman of Ron Paul's 2012 New Hampshire campaign, is an infamous character in New Hampshire politics known for his bombastic rhetoric and brushes with the law.

When asked about Senator Sanborn, Raymond Buckley, the chairman of the New Hampshire Democratic Party, had to keep himself from laughing.

"Let's just say he is one of our more colorful elected officials," Buckley said. "He seems to like the theater of politics more than passing legislation."

Buckley said that most of his beset Sanborn stories were not suitable for public consumption, but count among his favorites the time that soon after getting elected to the State Senate, Sanborn posted a sign on his office door in the Capitol that said "Mancave," advertising an "indoor shooting range, big screen TV, pool tables, heated swimming pool, draft beer" inside.

Buckley also pointed to the fact that even though Sanborn is one of the most anti-drug lawmakers in New Hampshire, he owns a building that housed a head shop and that was raided by the Drug Enforcement Administration.

Then there are Sanborn's public comments.

On a radio show, he laughingly compared Obamacare to Asiana Airlines Flight 214, which crash-landed in San Francisco, killing three.

"Now that this thing is barreling down on us like a jet landing into San Francisco," he told the host with a chuckle. "It should make people really concerned."

Then there was the time he referred to New Hampshire Governor Maggie Hassan in a Tweet as "Haggie."

"I am not sure colorful is the right word," Sanborn said when asked about this assessment. "I, like Rand, believe we got into the public policy arena to get something done, and to have conviction and fight for something. And some might suggest that is a rarity in politics today, but Ronald Reagan did it, Rand Paul does it, and I do it."

When asked about some of his off-color comments, Sanborn paused for several seconds.

"And your point is?" he eventually said. "I have made my mistakes. There is no question I am as human as anyone else. I think people today are tired of the wailing and gnashing to teeth of political activists trying to disparage someone on the other side of the aisle."

Not all of the trouble that Sanborn has found himself in stem from things he has said—nor do they all come from Democrats in New Hampshire.

In 2010, his fellow Republicans tried to redistrict Sanborn out of his seat by putting him into a much more Democratic district. So Sanborn moved across the state, to a friendlier district, and won.

In 2004, Sanborn, a Porsche and Ferrari collector, abruptly shut down a chain of bike and ski stores he owned—workers showed up only to find the doors locked—citing poor health.

The shop's suppliers took him to court to recover money he owed them. The lawyer for the equipment suppliers told *The Concord Monitor* at the time that Sanborn's goal was to make enough money in the closing sale to pay off his bank loan, and then once the case landed in bankruptcy court, ensure that the suppliers [only received a fraction of what he owed them](#).

Regardless, Sanborn's health soon recovered, and he didn't retire as promised, but ran for the state legislature and opened up a popular sports bar in the capital city of Concord called The Draft.

When it opened, [Sanborn described it to the local alternative weekly](#) as a place from "a slightly older era... ten or fifteen years ago, [when] women actually got dressed up to go out at night, and put makeup on. I don't think that's a bad thing."

In the most recent campaign, Sanborn received criticism for putting out a negative mailer that featured a dark-skinned man in a hoodie glaring out next to a picture of his Democratic opponent in order to paint him as soft on crime. Democrats discovered that the image came from a Getty image search for "Menacing Hoodie."

That same year Democrats also hit Sanborn, whose wife is also in the state legislature, for failing to pay his property taxes 25 times over the previous 20 years, [despite repeated promises to do so](#).

Regardless, it is no secret why Paul picked Sanborn to help lead his charge in New Hampshire.

As many local Republicans bide their time before deciding who to endorse, Sanborn has already become one of Paul's most prominent backers in the state GOP. Plus, Sanborn has staked a claim as one of the most anti-tax lawmakers in a vociferously anti-tax state, leading the charge to repeal a state tax on small businesses that incorporate.

"I can't tell you in Washington, D.C., who is a Republican and who is a Democrat," Sanborn said. Paul, he added, was different.

"There is a consistency to him which I think is incredible. He truly believes and understands not just the Constitution, but respecting it in a way that brings back the traditional values that are important to us."

Sanborn also said that he hadn't yet planned out what he was going to say at the big rally on Wednesday for Paul.

"As you can probably tell, I am more of a shoot-from-the-hip kind of guy."

EXHIBIT 18

Banagan's 14-year ride comes to a halt

By MELANIE ASMAR

Nov 27, 2004

Fourteen years ago, all of the major snowboard companies told owner Andy Sanborn that Banagan's Bicycle Shop wasn't "core" — as in hardcore — enough to sell their boards. Today, with stacks of snowboards painted with flaming skeletons and red tulips lining the walls, no one would dare make that claim. That's partly why many loyal customers are so bummed that the bike, ski, skate and-snowboard specialty shop is going out of business.

"Everyone I know who lives around here, this is their store for snowboarding and skating," said customer Courtney Westbrook, 16, of Dunbarton.

Starting Tuesday, Banagan's three stores in Keene, Concord and Lebanon began clearing the shelves. At the shop's South Main Street location, everything from the red Jamis "Hot Rod" tricycles to the \$2,000 Colnago road bikes must go before the store locks up for good — a process Sanborn said could take months.

"We are selling the business to our customers one piece at a time," he said. "They've supported us for 14 years, and we want to pay them back."

Sanborn, who won't reveal his age, owns the business with his wife, Laurie. The main reason they're retiring is because he has battled health problems for the past 5 years, leaving her to both run the stores and care for him. (Sanborn didn't want to disclose details about his illness, either.) But the former triathlete and New Hampshire native — who describes himself as "somewhere between 30 and 50" — said his ordeal has made him realize the importance of living life to the fullest.

“I want to take my wife away and reward her for being my wife,” Sanborn said. “I want to live the American dream: retiring while I still can.”

Always outdoor sports enthusiasts, the Sanborns left their desk jobs in 1989 and opened their first Banagan’s Bicycle Shop in Keene. Sanborn said they felt customers in the area, including themselves, weren’t getting the level of service they deserved when it came to their bikes, and they wanted to run a business where the employees were nuts and knowledgeable about what they sold. That first winter, Banagan’s also cut the ribbon on 50/50, a snow and skateboard wing of the shop, in order to trick snowboard companies into selling them their products.

“When we first called, everyone said ‘Oh, dude, you’re a bike shop ... we can’t sell to you,’” Sanborn said. “So the next day, we created 50/50 and called them back and they all said, ‘Yeah, we’ll totally sell to you!’”

In 1990, Banagan’s opened another shop in the space on Main Street that is now Gibson’s Book Store. The store inched its way down the block seven years later to its current location in a building four times the size. And the next year, the Sanborns added skis to their inventory.

“Parents would drop their kids off to buy a snowboard and then go buy skis somewhere else,” Sanborn said. “You can only watch that so many times.”

Over the years, Banagan’s in Concord gained a reputation as a cool place to hang out, peruse the merchandise and watch a skate video on the big-screen TV. Sanborn said the store has always catered to a younger, more aggressive crowd -meaning the kids who grind on railings after school instead of playing football.

“We are going to miss our customers the most, Laurie Sanborn said. “They’re so much fun, and they love the products. It’s not stuff they have to buy, but stuff they want to buy.”

During the holiday season, customers will be able to catch some good deals. The Sanborns plan to sell off every last pair of snow pants and then skip the country. They've made a "top 10 list" of places they want to visit, including Russia, New Zealand and the Great Wall of China.

"I'm the fourth generation to live in the state," Sanborn said. "I was born here, I grew up here, I was educated here, I married a girl from here and I ran a business here. I don't want to die here without living. It's a huge world out there."

As for their storefront, the Sanborns hope to rent it to another business. Nan Hagan, director of Concord's Main Street Program, said the property is the biggest on the entire street at over 600,000 square feet. She said the program wants to draw in a restaurant or perhaps a health club to fill the space.

"We're sorry to see them (Banagan's) close," Hagan said. "They were a wonderful downtown business."

EXHIBIT 19

Name	Party Type	Both
Document Type	Name *	sanborn anthony
Book/Page	Book Type	All Books
Transfer Tax	Document Type	
Docket or Plan Number	Document Category	All Categories
Record Date	Town	
Legal	Begin Date	08/01/1823 Yesterday Today Tomorrow
Quick Search	End Date	02/08/2023 Yesterday Today Tomorrow
		Search the last ... Days
		Show first 2000 records

Submit Clear Form Clear All

Docket or Plan Number Verification
 Docket or Plan Number verified through 02/06/2023 ().

Browser Compatibility

Help - Name Search

My List

Results

Hide Results Clear Results Print Export

Your Name Search for Name "sanborn anthony", Book Type "", Document Types "", Begin Date "8/1/1823", and End Date "2/8/2023" returned the following results:

#	👁	☰	Status	Search Name	Grantor	Grantee	Record Date	Doc Type	Book Type	Book	Page	docket # plan #
1	+	V		SANBORN ANTHONY	AMC MORTGAGE SERVICES INC ATTY DEUTSCHE BANK NATIONAL TRUST COMPANY TR BY ATTY AMERIQUEST MORTGAGE SECURITIES INC 2004- R3 BY TR	SANBORN ANTHONY	10/02/2006	QUITCLAIM	OPR	2932	0829	658824
2	+	V		SANBORN ANTHONY	DAVIS ROBERT DAVIS ROBERT DAVIS CHERYL DOWLING VALERIE MORCOM JOHN FOULIARD NICOLE J MORRIS SAMUEL NAUGHTON GEORGE SANBORN ANTHONY		02/06/2008	TAXREDEMP	OPR	3045	0120	700940
3	+	V		SANBORN ANTHONY	SANBORN ANTHONY		09/24/2009	TAXREDEMP	OPR	3156	0859	746393
4	+	V		SANBORN ANTHONY	ROUTHIER RICHARD R ROY GERALD E ROYER JAMIE ROYER CHRISTINE RUFF MARK W SANBORN ANTHONY SMITH FREDERICK W SMITH MILTON L JR SMITH PETER SMITH DENISE STANLEY RICHARD MARK	WARNER TOWN OF	05/07/2009	RE T/LIEN	OPR	3127	0778	734626
5	+	V		SANBORN ANTHONY	RURAL HOUSING SERVICE RYAN KAREN A SANBORN ANTHONY SIMON MICHAEL SMITH PETER SMITH DENISE STRAUCH LAURETTA K SUCHOMSKI MATTHEW P THORPE LON THORPE KATHERINE	WARNER TOWN OF	05/14/2012	RE T/LIEN	OPR	3314	0704	811358
6	+	V		SANBORN ANTHONY	MORETTO JOHN G MORETTO MARY ELLEN SANBORN ANTHONY SMITH PETER SMITH DENISE		07/18/2012	TAXREDEMP	OPR	3326	0643	816341

#		Status	Search Name	Grantor	Grantee	Record Date	Doc Type	Book Type	Book	Page	docket # plan #
7		V	SANBORN ANTHONY	SANBORN ANTHONY PLACE GEORGE ESTATE PLACE BETTY ESTATE POLONIA DAVID R A W INVESTMENT INC REYNOLDS CHEROKEE SALA ANDREW G SALA JANET	WARNER TOWN OF	05/11/2007	RE T/LIEN	OPR	2987	0351	679043
8		V	SANBORN ANTHONY	SANBORN A M SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR SANBORN L J TR SANBORN ANTHONY	TD BANKNORTH N A	01/17/2007	MORTGAGE	OPR	2959	0220	888455
8		V	SANBORN ANTHONY	NEWMAN PETER STASALOVICH MICHAEL J STASALOVICH LISA NICKERSON CARL F PLACE GEORGE ESTATE PLACE BETTY ESTATE SANBORN ANTHONY SIMON MICHAEL SPAULDING MICHAEL T	WARNER TOWN OF	06/29/2020	RE T/LIEN	OPR	3683	2204	202000012825
10		V	SANBORN ANTHONY	JONES RICHARD MAHONEY EVERETT S NICKERSON CARL F SANBORN ANTHONY		08/06/2020	TAXREDEMP	OPR	3690	0393	202000016381
11		V	SANBORN ANTHONY	SANBORN ANTHONY		11/18/2019	-	OPR	3655	0808	201900021686A
12		V	SANBORN ANTHONY	SANBORN ANTHONY EMERY MELISSA SANBORN MELISSA	SANBORN ANTHONY SANBORN MELISSA EMERY MELISSA	08/09/2021	WARRANTY	OPR	3743	0454	202100014934
13		V	SANBORN ANTHONY	SANBORN ANTHONY SANBORN MELISSA	NAVY FEDERAL CREDIT UNION	06/09/2021	MORTGAGE	OPR	3743	0458	202100014935
14		V	SANBORN ANTHONY	SANBORN ANTHONY SANBORN MELISSA	TESLA INC	01/24/2023	FIN STATE	OPR	3817	1071	202300001017
15		V	SANBORN ANTHONY	SANBORN ANTHONY		01/24/2023	-	OPR	3817	1071	202300001017A
16		V	SANBORN ANTHONY M	SANBORN ANTHONY M		04/08/2016	-	OPR	3511	0352	201600005411A
17		V	SANBORN ANTHONY M	SANBORN ANTHONY M SANBORN LAURIE J		12/18/2006	DISCH	OPR	2952	0670	665897
18		V	SANBORN ANTHONY M	SANBORN ANTHONY M SANBORN LAURIE J		10/04/2018	DISCH	OPR	3610	1515	201800018111

#		Status	Search Name	Grantor	Grantee	Record Date	Doc Type	Book Type	Book	Page	docket #	plan #
19	+	V	SANBORN ANTHONY M	SANBORN A M SANBORN ANTHONY M	SANBORN LAURIE J	03/05/2004	QUITCLAIM	OPR	2630	0779	552082	
20	+	V	SANBORN ANTHONY M	IS LIVING LLC IS LLC IS LLC INC SANBORN A M SANBORN ANDY SANBORN ANTHONY M	CONCORD BOOKSELLER INC GIBSON'S BOOK STORE HERRMANN MICHAEL HERRMANN SHANNAN	03/05/2004	ASSIGN LEASE	OPR	2630	0794	552087	
21	+	V	SANBORN ANTHONY M	CONCORD BOOKSELLERS INC GIBSON'S BOOK STORE HERRMANN MICHAEL IS LIVING LLC SANBORN ANTHONY M SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR SANBORN L TR	LACONIA SAVINGS BANK	03/05/2004	SUB AGREE	OPR	2630	0795	552088	
22	+	V	SANBORN ANTHONY M	SANBORN ANTHONY M SANBORN A M	LEDOUX BRUCE G II	05/29/2007	MORTGAGE & SEC AGREE	OPR	2991	0575	680777	
23	+	V	SANBORN ANTHONY M	BANAGAN'S CYCLING CO INC SANBORN A M SANBORN ANTHONY M SANBORN LAURIE	BANAGAN'S CYCLING CO INC	08/30/1999	TERMINATN LEASE	OPR	2172	1658	366458	
24	+	V	SANBORN ANTHONY M	SANBORN A M SANBORN ANTHONY M	LACONIA SAVINGS BANK	08/30/1999	MORTGAGE	OPR	2172	1860	366459	
25	+	V	SANBORN ANTHONY M	SANBORN A M SANBORN ANTHONY M	LACONIA SAVINGS BANK	08/30/1999	ASSIGN OF RENTS L&C	OPR	2172	1665	366460	

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26	V	SANBORN ANTHONY M	SANBORN ANTHONY M		02/22/2008	DISCH	OPR	3048	1010	702258
27	V	SANBORN ANTHONY M	SANBORN LAURIE J SANBORN ANTHONY M		10/20/2005	DISCH	OPR	2833	0896	623308
28	V	SANBORN ANTHONY M	ALLEN RUSSELL B SANBORN ANTHONY M		02/22/2005	TAXREDEMP	OPR	2750	0493	594731
29	V	SANBORN ANTHONY M	WHITING ANITA ALLEN RUSSELL B DROUIN BRENDA F FRAWLEY THOMAS BARTLETT KATHY MILBURY DOUGLAS V JR SANBORN ANTHONY M SANBORN LAURIE J REVOC TRUST		02/22/2005	TAXREDEMP	OPR	2750	0494	594732
30	V	SANBORN ANTHONY M	SANBORN ANTHONY M		01/31/2005	--	OPR	2745	0430	592728A
31	V	SANBORN ANTHONY M	DAVIS MICHELLE MARSH DONALD S MARSH ELIZABETH M MATSON GORDON D MAY BENJAMIN R MAY ROBERT A MCNAIR CAROLE MCNAIR DAVID NEMETZ DAVID W NORRIS GARY D NORRIS LINDA R OSGOOD JOANIE ROLLINS THERESA SANBORN ANTHONY M SEILER MATTHEW F		05/05/2004	TAXREDEMP	OPR	2652	0586	559653
32	V	SANBORN ANTHONY M	SANBORN ANTHONY M		03/15/2004	DISCH	OPR	2632	1065	552960
33	V	SANBORN ANTHONY M	SANBORN ANTHONY M		03/15/2004	DISCH	OPR	2632	1066	552961
34	V	SANBORN ANTHONY M	SANBORN A M SANBORN ANTHONY M SANBORN L SANBORN LAURIE J	CHASE MANHATTAN MORTGAGE CORPORATION	08/18/2003	MORTGAGE	OPR	2553	1244	524391
35	V	SANBORN ANTHONY M	SANBORN A M SANBORN ANTHONY M SANBORN L SANBORN LAURIE J	CHASE MANHATTAN MORTGAGE CORPORATION	08/13/2003	MORTGAGE	OPR	2551	0323	523622

#	Status	Search Name	Grantor	Grantee	Record Date	Doc Type	Book Type	Book	Page	docket # plan
36	+ V	SANBORN ANTHONY M	LASPESA MICHAEL ROSS ANNE L ROY DAVID L ROY THOMAS A RUSIN AMANDA N RUSIN JASON A RUSSELL JOSEPH T RYAN ROBERT J SAGONA MARIAN N SANBORN ANTHONY M SANBORN LAURIE J SARGENT DEIRDRE SARGENT EDWARD SCHATZ PATRICIA A SEIFRIED BRIAN W SEIFRIED PATRICIA E SEIGEL BETTY M SEIGEL GEORGE J	CONCORD CITY OF	05/16/2003	RE T/LIEN	OPR	2503	0735	507868
37	+ V	SANBORN ANTHONY M	BOEZEMAN ANGUS BOEZEMAN CHRISTINE COHEN ALAN M EKSTROM HAROLD EKSTROM JUDITH A FERGUSON MICHAEL E SANBORN ANTHONY M	CONCORD CITY OF	05/16/2003	RE T/LIEN	OPR	2503	0702	507836
38	+ V	SANBORN ANTHONY M	SANBORN ANTHONY M SARGENT DEIRDRE SARGENT EDWARD THURSTON NADINE L THURSTON RORY S		11/21/2002	TAXREDEMP	OPR	2428	0349	481948
39	+ V	SANBORN ANTHONY M	SANBORN A M SANBORN ANTHONY M SANBORN LAURIE J	CITIZENS BANK NEW HAMPSHIRE	08/15/2002	MORTGAGE	OPR	2392	0725	469303
40	+ V	SANBORN ANTHONY M	SANBORN ANTHONY M SANBORN LAURIE J		05/30/2002	DISCH	OPR	2369	1498	460339

#	Status	Search Name	Grantor	Grantee	Record Date	Doc Type	Book Type	Book	Page	docket # plan
41	+ v	SANBORN ANTHONY M	SANBORN ANTHONY M SANBORN RALPH L SARGENT DEIRDRE SARGENT EDWARD SAWYER CHARLES M JR SCHATZ JOHN W SCHATZ PATRICIA A SCHOENFELD SUSAN C SEA-SCAFF REALTY LLC SEIFRIED BRIAN W SEIFRIED PATRICIA E SEIGEL BETTY M SEIGEL GEORGE J SEILER MATTHEW F SEMALES PHILLIP J	CONCORD CITY OF	05/17/2002	RE T/LIEN	OPR	2365	1774	458763
42	+ v	SANBORN ANTHONY M	SHAW DOROTHY M SHAW JOHN P	SANBORN ANTHONY M SANBORN LAURIE J	07/02/1992	WARRANTY	OPR	1887	2270	174665
43	+ v	SANBORN ANTHONY M	SANBORN ANTHONY M SANBORN LAURIE J	COLDNIAL MORTGAGE INC	07/02/1992	MORTGAGE	OPR	1887	2271	174666
44	+ v	SANBORN ANTHONY M	CHAMPAGNE TOM ATTY FEDERAL DEPOSIT INSURANCE CORPORATION RECEIVER BY NEW HAMPSHIRE SAVINGS BANK BY RECEIVER	SANBORN ANTHONY M	05/11/1994	QUITCLAIM	OPR	1956	1210	222920
45	+ v	SANBORN ANTHONY M	SANBORN ANTHONY M SANBORN LAURIE J	LANDMARK BANK	05/11/1994	MORTGAGE	OPR	1956	1215	222921
46	+ v	SANBORN ANTHONY M	SANBORN ANTHONY M SANBORN LAURIE J	BANAGAN'S CYCLING CO INC	05/11/1994	NOTICE OF LEASE	OPR	1956	1220	222922
47	+ v	SANBORN ANTHONY M	SANBORN ANTHONY M SANBORN LAURIE J	LANDMARK BANK	05/11/1994	ASSIGN LEASE	OPR	1956	1223	222923
48	+ v	SANBORN ANTHONY M	DEANGELIS MARY S & G RESTAURANT INC SANBORN ANTHONY M SWENSON JOHN TATRO HENRY HEIRS		07/21/1999	TAXREDEMP	OPR	2166	0885	362278

#			Status	Search Name	Grantor	Grantee	Record Date	Doc Type	Book Type	Book	Page	docket # plan
49			V	SANBORN ANTHONY M	RUSSELL RUSSELL TANYA S & G RESTAURANT INC SALYER SONIA H SAMSON JOANN SANBORN ANTHONY M SANBORN MARION L SARGENT JOSEPH M SARGENT LINDA M SARRESHTEDARY FATEMAH SCHWINDT DORIS B SCHWINDT JOSEPH E SEIGEL BETTY M SEIGEL GEORGE J SHELDON LINDA	CONCORD CITY OF	05/20/1999	RE T/LIEN	OPR	2156	0062	355890
50			V	SANBORN ANTHONY M	CFX MORTGAGE INC COLONIAL MORTGAGE INC SANBORN ANTHONY M SANBORN LAURIE J	NATIONSBANC MORTGAGE CORPORATION	11/23/1998	ASSIGNMENT	OPR	2128	0884	338301

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		SANBORN ANTHONY M	PANZICA LOUIS A PANZICA STEPHANIE E PETELL GUY L PETELL SANDRA I RUSSELL TANYA SKURKA RAYMOND J WELCOME NETTIE A I			REDEMP		2118		331038
52	+ V	SANBORN ANTHONY M	DIMOND BARBARA A FUNG VICTOR K HOLDEN PETER KNEE JAMES E LEWIS DAVID A LINCOLN LIMITED PARTNERSHIP LITTLE MICHAEL G SANBORN ANTHONY M SCADUTO MARGARET THIBEAULT DEBORAH M THIBEAULT WILFRED S TRIACCA SCOTT J SECRETARY OF HOUSING & URBAN DEVELOPMENT HOUSING & URBAN DEVELOPMENT SECRETARY OF		09/21/1998	TAXREDEMP	OPR	2118	0341	331040
53	+ V	SANBORN ANTHONY M	SABBOW & CO INC SALYER SONIA H SAMSON JOANN SANBORN ANTHONY M SANBORN LISE B SANBORN MARION L SANBORN RALPH L	CONCORD CITY OF	05/26/1998	RE T/LIEN	OPR	2100	1559	319843
54	+ V	SANBORN ANTHONY M	I S LLC I S LLC INC SANBORN A M SANBORN ANTHONY M	CONCORD BOOKSELLERS INC GIBSON'S BOOK STORE HERRMANN MICHAEL HERRMANN SHANNAN	05/01/1998	LEASE AGREE	OPR	2097	0877	317703
55	+ V	SANBORN ANTHONY M	SANBORN ANTHONY M		03/27/1995	-	OPR	1983	0598	241708




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56	V	SANBORN ANTHONY M	DAVIS MICHELLE LASPESA MICHAEL ROBINSON BRIAN ROBINSON EDWARD ROBINSON ROBERT ROBINSON ROBERT G RODGER MATTHEW T RODRIGUES DAVID M RODRIGUES JOYCE ROGERS PAUL A ROLLINS THERESA ROSS ANNE L ROY BETH ROY DAVID ROY DAVID L ROY FRANK RUSSELL MARJORIE TR SANBORN ANTHONY M	CONCORD CITY OF	05/17/2002	RE T/LIEN	OPR	2365	1773	458762
57	V	SANBORN ANTHONY M	COHEN ALAN M EKSTROM HAROLD EKSTROM JUDITH A FERGUSON MICHAEL E MCCANN JOHN PAPPAS JAMES TR PAPPAS JOHN J REVOC TRUST 1994 BY TR PAPPAS JOHN TR PAPPAS MATTHEW TR SANBORN ANTHONY M STEPHENS GARY	CONCORD CITY OF	05/17/2002	RE T/LIEN	OPR	2365	1736	458727
58	V	SANBORN ANTHONY M	SANBORN ANTHONY M SANBORN LAURIE J		05/10/2002	DISCH	OPR	2364	0054	457970
59	V	SANBORN ANTHONY M	SANBORN A M SANBORN ANTHONY M SANBORN LAURIE J	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC SIB MORTGAGE CORPORATION	04/01/2002	MORTGAGE	OPR	2352	1741	453113
60	V	SANBORN ANTHONY M	SANBORN A M SANBORN ANTHONY M SANBORN LAURIE J	SANBORN LAURIE J	03/29/2002	QUITCLAIM	OPR	2352	1144	453002
61	V	SANBORN ANTHONY M	SANBORN ANTHONY M TWG CONCORD LLC M&P PARTNERS LP	CONCORD CITY OF	05/31/2001	RE T/LIEN	OPR	2266	1215	419065

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62	V	SANBORN ANTHONY M	BEST REVENGE LLC MEISSNER DAVID M NEW ENGLAND SITEWORK & O'NEILL ANNA O'NEILL JOHN R ROBINSON DIANE R SANBORN ANTHONY M TREAT DOUGLAS H TREAT NANCY L UPTON MATTHEW H U R A LLC WOODBURN ELIZABETH AL WOODBURN JEFFREY		07/27/2000	TAXREDEMP	OPR	2215	1158	393549
63	V	SANBORN ANTHONY M	ROY DAVID L ROY FRANK ROY HENRY J JR ROY JULIE A ROY STARLYNE S SALEY EDWIN SALTER SONIA H SAMAHA DEBRA A SAMAHA PETER E SANBORN ANTHONY M SCALA JENNIFER M SCHATZ JOHN W SCHATZ PATRICIA A SCHWANS SALES ENTERPRISES INC SCHWINDT DORIS B SCHWINDT JOSEPH E	CONCORD CITY OF	05/17/2000	RE T/LIEN	OPR	2205	1833	387844
64	V	SANBORN ANTHONY M	SANBORN A M SANBORN ANTHONY M SANBORN LAURIE	BOW MILLS BANK & TRUST	12/17/1999	MORTGAGE	OPR	2187	1642	375103
65	V	SANBORN ANTHONY M	SANBORN ANTHONY M		09/13/1999	DISCH	OPR	2174	1267	367520
66	V	SANBORN ANTHONY M	SANBORN ANTHONY M SANBORN LAURIE J		09/13/1999	DISCH	OPR	2174	1268	367521
67	V	SANBORN ANTHONY M IND PTNR	I S LIVING LLC I S LLC SANBORN A M IND PTNR SANBORN ANTHONY M IND PTNR		09/01/1999	CONSENT	OPR	2173	0777	366784
68	V	SANBORN ANTHONY M IND PTNR	CONCORD BOOKSELLERS INC GIBSON'S BOOK STORE HERRMANN MICHAEL HERRMANN SHANNAN I S LIVING LLC I S LLC SANBORN A M IND PTNR SANBORN ANTHONY M IND PTNR	LACONIA SAVINGS BANK	08/01/1999	SUB AGREE	OPR	2173	0777	366784

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14	+	V	SANBORN LAURIE J	SANBORN ANTHONY M SANBORN LAURIE J	LANDMARK BANK	05/11/1994	MORTGAGE	OPR	1956	1215	222921
15	+	V	SANBORN LAURIE J	SANBORN ANTHONY M SANBORN LAURIE J	BANAGAN'S CYCLING CO INC	05/11/1994	NOTICE OF LEASE	OPR	1956	1220	222922
16	+	V	SANBORN LAURIE J	SANBORN ANTHONY M SANBORN LAURIE J	LANDMARK BANK	05/11/1994	ASSIGN LEASE	OPR	1956	1223	222923
17	+	V	SANBORN LAURIE J	RHEINHEIMER LOWELL	SANBORN LAURIE J	07/05/1995	WARRANTY	OPR	1991	1745	247658
18	+	V	SANBORN LAURIE J	SANBORN A M SANBORN ANTHONY M SANBORN LAURIE J	SANBORN LAURIE J	03/29/2002	QUITCLAIM	OPR	2352	1144	453002
19	+	V	SANBORN LAURIE J	SANBORN LAURIE J	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC SIB MORTGAGE CORPORATION	03/29/2002	MORTGAGE	OPR	2352	1145	453003
20	+	V	SANBORN LAURIE J	SANBORN LAURIE J		02/11/2000	DISCH	OPR	2193	1717	380019
21	+	V	SANBORN LAURIE J	SANBORN LAURIE J		09/11/2003	DISCH	OPR	2566	1648	528651
22	+	V	SANBORN LAURIE J	SANBORN LAURIE J		09/02/2003	DISCH	OPR	2561	1134	526916
23	+	V	SANBORN LAURIE J	SANBORN A M SANBORN ANTHONY M SANBORN L SANBORN LAURIE J	CHASE MANHATTAN MORTGAGE CORPORATION	08/18/2003	MORTGAGE	OPR	2553	1244	524391
24	+	V	SANBORN LAURIE J	CITIZENS BANK NEW HAMPSHIRE SANBORN LAURIE J	CHASE MANHATTAN MORTGAGE CORPORATION	08/18/2003	SUB AGREE	OPR	2553	1260	524392
25	+	V	SANBORN LAURIE J	SANBORN A M SANBORN ANTHONY M SANBORN L SANBORN LAURIE J	CHASE MANHATTAN MORTGAGE CORPORATION	08/13/2003	MORTGAGE	OPR	2551	0323	523622

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26			KENNETH TORTIER NANCY GOSSE MARY E SANBORN LAURIE J SHELI BACK HARBOR LLC							51371
27	V	SANBORN LAURIE J	LASPESA MICHAEL ROSS ANNE L ROY DAVID L ROY THOMAS A RUSIN AMANDA N RUSIN JASON A RUSSELL JOSEPH T RYAN ROBERT J SAGONA MARIAN N SANBORN ANTHONY M SANBORN LAURIE J SARGENT DEIRDRE SARGENT EDWARD SCHATZ PATRICIA A SEIFRIED BRIAN W SEIFRIED PATRICIA E SEIGEL BETTY M SEIGEL GEORGE J	CONCORD CITY OF	05/16/2003	RE T/LIEN	OPR	2503	0735	50781
28	V	SANBORN LAURIE J	SANBORN A M SANBORN ANTHONY M SANBORN LAURIE J	CITIZENS BANK NEW HAMPSHIRE	08/15/2002	MORTGAGE	OPR	2392	0725	46931
29	V	SANBORN LAURIE J	SANBORN ANTHONY M SANBORN LAURIE J		05/30/2002	DISCH	OPR	2369	1498	46031
30	V	SANBORN LAURIE J	SANBORN ANTHONY M SANBORN LAURIE J		05/10/2002	DISCH	OPR	2364	0054	45791
31	V	SANBORN LAURIE J	SANBORN LAURIE J		04/30/2002	DISCH	OPR	2360	1774	45661
32	V	SANBORN LAURIE J	SANBORN A M SANBORN ANTHONY M SANBORN LAURIE J	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC SIB MORTGAGE CORPORATION	04/01/2002	MORTGAGE	OPR	2352	1741	45311

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33	+ V	SANBORN LAURIE J REVOC TRUST	SARTORI GARY J MULBERRY PLACE LLC PAXTON COMMUNICATIONS LLC SABBOW & CO INC SANBORN LAURIE J REVOC TRUST SARTORI WILLIAM L		07/21/2005	TAXREDEMP	OPR	2800	1789	61209
34	+ V	SANBORN LAURIE J REVOC TRUST	RICHARDSON LINDA ROBINSON JEFFREY I ROBINSON KATHLEEN M ROGERS MALCOLM ROLLINS THERESA DAVIS MICHELLE ROSS ANNE L LASPESA MICHAEL ROY DAVID L RYAN-WALSH KERRIE L WALSH KERRIE L RYAN SABBOW & CO INC SAGONA MARIAN N SANBORN LAURIE J REVOC TRUST	CONCORD CITY OF	05/20/2005	RE T/LIEN	OPR	2778	0092	60441
35	+ V	SANBORN LAURIE J REVOC TRUST	WHITING ANITA ALLEN RUSSELL B DROUIN BRENDA F FRAWLEY THOMAS BARTLETT KATHY MILBURY DOUGLAS V JR SANBORN ANTHONY M SANBORN LAURIE J REVOC TRUST		02/22/2005	TAXREDEMP	OPR	2750	0494	59471
36	+ V	SANBORN LAURIE J REVOC TRUST	STORDAHL STUART E SANBORN LAURIE J REVOC TRUST SANTARELLI JOHN L SR HEIRS SARETTE JUDSON A SARGENT EDWARD SARGENT DEIRDRE SAWYER CHARLES M JR SCHNEIDER JEFFREY SCHNEIDER CHRISTINE SEBESTYEN MELISSA SEIFRIED PATRICIA E SEIFREID BRIAN W SEILER MATTHEW F	CONCORD CITY OF	05/21/2007	RE T/LIEN	OPR	2989	0072	67991

#	Status	Search Name	Grantor	Grantee	Record Date	Doc Type	Book Type	Book	Page	docs #
37	+ v	SANBORN LAURIE J REVOC TRUST	W NINE HUNDRED LIMITED PARTNERSHIP NORTHERN RAILROAD SANBORN LAURIE J REVOC TRUST SANBORN RALPH L WYMAN DEBORAH A WYMAN DAVID M W900 LIMITED PARTNERSHIP		05/18/2006	TAXREDEMP	OPR	2893	0142	6448
38	+ v	SANBORN LAURIE J REVOC TRUST	RUDDY GEORGE E HEIRS RYAN-WALSH KERRIE L SAGONA MARIAN N SANBORN LAURIE J REVOC TRUST SARETTE JUDSON A SARGENT DEIRDRE SARGENT EDWARD SCHATNER STEVEN A TR SCHATZ PATRICIA A SCHNOBRICH JOEY A SEEKAMP FREDERICK SEEKAMP NOELLE SEIFREID BRIAN W SEIFRIED PATRICIA E SEIGEL BETTY M SEIGEL GEORGE J WALSH KERRIE RYAN L	CONCORD CITY OF	05/20/2004	RE T/LIEN	OPR	2857	1429	5616
38	+ v	SANBORN LAURIE J REVOC TRUST BY TR SANBORN LAURIE J TR	SADATIS JOHN GARDNER LINDA SAGER STEVEN SANBORN LAURIE J REVOC TRUST BY TR SANBORN LAURIE J TR SANDERS ELIZABETH E TR SANDERS E E REVOC TR 1999 BY TR SARETTE JUDSON A	CONCORD CITY OF	05/21/2009	RE T/LIEN	OPR	3130	0693	7358
40	+ v	SANBORN LAURIE J REVOC TRUST BY TR SANBORN LAURIE J TR	NORTHERN RAILROAD PRATT BEVERLY J PRATT RICHARD H SANBORN LAURIE J REVOC TRUST BY TR SANBORN LAURIE J TR TARBELL ANDREW G TARBELL MARY F		04/22/2010	TAXREDEMP	OPR	3188	1951	7602

#	Status	Search Name	Grantor	Grantee	Record Date	Doc Type	Book Type	Book	Page	doc#	
41	+	V	SANBORN LAURIE J REVOC TRUST BY TR SANBORN LAURIE J TR	RYANATE REALTY LLC SADATIS JOHN GARDNER LINDA SAJKO PETER M SALMON SALLY M SANBORN LAURIE J TR SANBORN LAURIE J REVOC TRUST BY TR	CONCORD CITY OF	05/20/2011	RE T/LIEN	OPR	3255	1221	78751
42	+	V	SANBORN LAURIE J REVOC TRUST BY TR SANBORN LAURIE J TR	SANBORN LAURIE J TR SANBORN LAURIE J REVOC TRUST BY TR SMITH RICHARD E STONEHAM CLARENCE B ASTLES KENNETH M SWEATT DAREN		03/16/2012	TAXREDEMP	OPR	3303	0345	80071
43	+	V	SANBORN LAURIE J REVOC TRUST BY TR SANBORN LAURIE J TR	RIVET FRANK R RIVET THERESA A RIVET DONALD G SR RIVET KIM L SANBORN LAURIE J TR SANBORN LAURIE J REVOC TRUST BY TR SANTARELLI JOHN L SR HEIRS		09/09/2007	TAXREDEMP	OPR	3016	1288	86001
44	+	V	SANBORN LAURIE J REVOCABLE TRUST	SANBORN LAURIE J REVOCABLE TRUST		08/28/2008	DISCH	OPR	2922	1145	65531
45	+	V	SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR	SANBORN A M SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR SANBORN L J TR SANBORN ANTHONY	TD BANKNORTH N A	01/17/2007	MORTGAGE	OPR	2959	0220	69841
46	+	V	SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR	HAYSLIP & HODGKINS REALTY ASSOC THIRTY-ONE SOUTH MAIN STREET LLC SANBORN LAURIE J REVOCABLE TRUST BY TR HILLS AVENUE BLUES ASSOCIATION 31 SOUTH MAIN STREET LLC SANBORN LAURIE J TR		12/23/2008	WAIVER F/REFUSAL	OPR	2854	0475	63081

#	Status	Search Name	Grantor	Grantee	Record Date	Doc Type	Book Type	Book	Page	Book #	
47	+	V	SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR	HERRMANN MICHAEL SANBORN LAURIE J TR SANBORN LAURIE J REVOCABLE TRUST BY TR THIRTY-ONE SOUTH MAIN STREET LLC 31 SOUTH MAIN STREET LLC HILLS AVENUE BLUES ASSOCIATION		05/08/2008	WAIVER F/REFUSAL	OPR	3064	0059	7082
48	+	V	SANBORN LAURIE J REVOCABLE TRUST BY TR BY ATTY SANBORN LAURIE J TR BY ATTY	SOUTH MAIN STREET CONDOMINIUM ASSOCIATION ATTY THIRTY-ONE SOUTH MAIN STREET LLC BY ATTY HAYSLIP & HODGKINS REALTY ASSOCIATES BY ATTY HERRMANN MICHAEL B BY ATTY BOEZEMAN ANGUS BY ATTY BOEZEMAN CHRISTINE BY ATTY SANBORN LAURIE J TR BY ATTY HILLS AVENUE BLUES ASSOCIATES BY ATTY 31 SOUTH MAIN STREET LLC BY ATTY SANBORN LAURIE J REVOCABLE TRUST BY TR BY ATTY	CONCORD CITY OF	12/12/2005	QUITCLAIM	OPR	2850	1762	6293
49	+	V	SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR	CONCORD CITY OF	THIRTY-ONE SOUTH MAIN STREET LLC HAYSLIP & HODGKINS REALTY ASSOCIATES HERRMANN MICHAEL B BOEZEMAN ANGUS BOEZEMAN CHRISTINE SANBORN LAURIE J TR HILLS AVENUE BLUES ASSOCIATES 31 SOUTH MAIN STREET LLC SANBORN LAURIE J REVOCABLE TRUST BY TR	12/12/2005	QUITCLAIM	OPR	2850	1772	6293
50	+	V	SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR	SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR		05/17/2006	TRUSTEES CERTIF	OPR	2892	1812	6447

Name Party Type Both

Document Type Name sanborn laurie

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#	Status	Search Name	Grantor	Grantee	Record Date	Doc Type	Book Type	Book	Page	docket # pla #
51	V	SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR	SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR	FORD FINANCIAL SERVICES INC	05/17/2006	MORTGAGE & SEC AGREE	OPR	2892	1813	644726
52	V	SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR	SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR	FLASH ISLAND INC	01/06/2006	MORTGAGE	OPR	2857	1877	631865
	V	SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR	SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR	FLASH ISLAND INC			OPR			
54	V	SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR	GEAUMONT DONALD SANBORN LAURIE J TR SANBORN LAURIE J REVOCABLE TRUST BY TR LISOFSKY JOHN E III		06/22/2017	TAXREDEMP	OPR	3560	0805	20170001114
55	V	SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR	KNIGHT BROTHERS KOWALSKI EDMOND SANBORN LAURIE J TR SANBORN LAURIE J REVOCABLE TRUST BY TR LAVIGNE ANITA C LEGRO KENNETH J LEGRO PRISCILLA B LEVESQUE ALICIA LINDBLOOM GARY LINDQUIST JOHN YOUNG BEATRICE A	HENNIKER TOWN OF	05/10/2016	RE T/LIEN	OPR	3593	1982	20180000751
56	V	SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR	COLBURN EDMUND DAMICO LENORA HANNAFIN HEATHER M HERSEY ROBERT R INGALLS FELICIA SMISTH KYLE SMITH KYLE SANBORN LAURIE J TR SANBORN LAURIE J REVOCABLE TRUST BY TR		06/14/2018	TAXREDEMP	OPR	3597	1011	20180000881

#	Status	Search Name	Grantor	Grantee	Record Date	Doc Type	Book Type	Book	Page	docket # pla #	
57	+	✓	SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR	SANBORN LAURIE J TR SANBORN LAURIE J REVOCABLE TRUST BY TR	BANK OF NEW HAMPSHIRE	07/13/2018	MORTGAGE	OPR	3600	2735	20180001201
58	+	✓	SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR	SANBORN LAURIE J TR SANBORN LAURIE J REVOCABLE TRUST BY TR		07/13/2018	TRUSTEES CERTIF	OPR	3600	2752	20180001201
59	+	✓	SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR	SANBORN LAURIE J TR SANBORN LAURIE J REVOCABLE TRUST BY TR	BANK OF NEW HAMPSHIRE	07/13/2018	ASSIGNMENT OF RENT	OPR	3600	2763	20180001201
60	+	✓	SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR	SANBORN LAURIE J TR SANBORN LAURIE J REVOCABLE TRUST BY TR CAMPY LLC		07/16/2018	DISCH	OPR	3601	0466	20180001221
61	+	✓	SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR	SANBORN LAURIE J TR SANBORN LAURIE J REVOCABLE TRUST BY TR		08/20/2018	DISCH	OPR	3604	2946	20180001471
62	+	✓	SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR	SANBORN LAURIE J TR SANBORN LAURIE J REVOCABLE TRUST BY TR		08/20/2018	DISCH	OPR	3604	2947	20180001471
63	+	✓	SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR	JOSELYN DAVE KELLER KATHLENE LAPLANTE ALLAN LAPLANTE SANDRA LAPORTE VIC SANBORN LAURIE J TR SANBORN LAURIE J REVOCABLE TRUST BY TR LEBLANC ANDREA LINDBLOOM GARY LINDQUIST JOHN LINDQUIST KATHLEEN	HENNIKER TOWN OF	06/05/2020	RE T/LIEN	OPR	3680	0033	20200001081
64	+	✓	SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR	GREAVES DEBORAH A O SHEA BRENDAN SANBORN LAURIE J TR SANBORN LAURIE J REVOCABLE TRUST BY TR STERLING AARON D CAMARA SHANNON L TRIPPETT DEREK B TIPPETT STEPHANIE ANNE WIKMAN NANCY ELIOT		09/17/2020	TAXREDEMP	OPR	3696	2746	20200002011
65	+	✓	SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR	SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR SANBORN L TR	LACONIA SAVINGS BANK	03/05/2004	ASSIGN OF RENTS L&C	OPR	2630	0789	552086

#	Status	Search Name	Grantor	Grantee	Record Date	Doc Type	Book Type	Book	Page	docket # pla #
66	+ V	SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR	CONCORD BOOKSELLERS INC GIBSON'S BOOK STORE HERRMANN MICHAEL IS LIVING LLC SANBORN ANTHONY M SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR SANBORN L TR	LACONIA SAVINGS BANK	03/05/2004	SUB AGREE	OPR	2630	0785	552088
67	+ V	SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR	SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR		03/05/2004	TRUSTEES CERTIF	OPR	2630	0783	552084
68	+ V	SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR	SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR SANBORN L TR	LACONIA SAVINGS BANK	03/05/2004	MORTGAGE	OPR	2630	0784	552085
69	+ V	SANBORN LAURIE J SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR	SANBORN LAURIE J	SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR	03/05/2004	QUITCLAIM	OPR	2630	0781	552083
70	+ V	SANBORN LAURIE J SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR	SANBORN L TR SANBORN LAURIE J TR SANBORN LAURIE J REVOCABLE TRUST BY TR	SANBORN LAURIE J	10/03/2005	WARRANTY	OPR	2627	0716	621186
71	+ V	SANBORN LAURIE J SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR	SANBORN LAURIE J	SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR	06/30/2004	QUITCLAIM	OPR	2675	0249	567693
72	+ V	SANBORN LAURIE J SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR	SANBORN LAURIE J	SANBORN LAURIE J REVOCABLE TRUST BY TR SANBORN LAURIE J TR	06/30/2004	QUITCLAIM	OPR	2675	0251	567694

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1		V	BEST REVENGE L L C	BEST REVENGE L L C	CQRD FINANCIAL GROUP	01/31/2005	MORTGAGE	OPR	2745	0430	592728
2		V	BEST REVENGE L L C	BEST REVENGE L L C	FLASH ISLAND INC	01/24/2006	ASSIGN OF RENTS L&C	OPR	2861	1131	633466
3		V	BEST REVENGE L L C	BEST REVENGE L L C	FLASH ISLAND INC	01/06/2006	ASSIGN OF RENTS L&C	OPR	2857	1871	631864
4		V	BEST REVENGE L L C	BEST REVENGE L L C		01/06/2006	-	OPR	2857	1877	631865A
5		V	BEST REVENGE L L C	BEST REVENGE L L C	TD BANKNORTH N A	07/31/2006	MORTGAGE	OPR	2915	0645	652706
6		V	BEST REVENGE L L C	BEST REVENGE L L C	TD BANKNORTH N A	07/31/2006	ASSIGNMENT OF RENT	OPR	2915	0657	652707
7		V	BEST REVENGE L L C	BEST REVENGE L L C	CQRD FINANCIAL GROUP	04/08/2016	MORTGAGE	OPR	3511	0357	201600005411
8		V	BEST REVENGE L L C	BEST REVENGE L L C CQRD FINANCIAL GROUP SANBORN RICHARD	FLASH ISLAND INC	01/06/2006	SUB AGREE	OPR	2857	1852	631862
9		V	BEST REVENGE L L C	BEST REVENGE L L C	FLASH ISLAND INC	01/06/2006	MORTGAGE & SEC AGREE	OPR	2857	1853	631863
		V	REVENGE	SWENEY MYLES A SWENEY GAYLE E SYTNIK MARK E TARBELL PAMELA R TAYLOR DARREN TAYLOR SHAWNA TEASDALE DONNA B BEST REVENGE LLC MAK TRUST JAIME THOMAS THOMPSON ROBLER	CQRD FINANCIAL GROUP			OPR			
11		V	BEST REVENGE LLC	BEST REVENGE LLC	INSTITUTION FOR SAVINGS IN NEWBURYPORT & ITS VICINITY	04/11/2016	MORTGAGE & SEC AGREE	OPR	3511	1127	201600005597
12		V	BEST REVENGE LLC	BEST REVENGE LLC		05/13/2016	DISCH	OPR	3514	2612	201600007799

#	👁	☰	Status	Search Name	Grantor	Grantee	Record Date	Doc Type	Book Type	Book	Page	docket # plan #
13	+	V		BEST REVENGE LLC	BEST REVENGE LLC		05/13/2016	DISCH	OPR	3514	2615	201600007800
14	+	V		BEST REVENGE LLC	BEST REVENGE LLC SANBORN RICHARD CQRD FINANCIAL GROUP	TD BANKNORTH N A	07/31/2006	SUB AGREE	OPR	2915	0665	652708
15	+	V		BEST REVENGE LLC	BOLTON JEFFREY G BAYSIDE DEVELOPMENT CO INC BCH LAND HOLDING LLC BEAN MACK A BEAN KIMBERLY F BEDARD PAUL E JR BELL STEPHAN W BELL NANCY A BELROSE STEPHEN BELROSE BEATTA BENNETT MICHAEL BENNETT BARBARA BENOIT STEVEN WILLIAMS MAYDENE BEST REVENGE LLC BOISSY BRUCE B BOISSY DANIELLE BOLDUC DEREK A TR BARCHEY	CONCORD CITY OF	05/18/2006	RE T/LIEN	OPR	2893	0181	644820
16	+	V		BEST REVENGE LLC	BEST REVENGE LLC SOUTHWICK PAMELA J SOUTHWICK ALAN		02/03/2006	TAXREDEMP	OPR	2864	1156	634460
17	+	V		BEST REVENGE LLC	BENNETT MICHAEL BENNETT BARBARA BENOIT STEVEN WILLIAMS MAYDENE BENSON DOUGLAS S BEST REVENGE LLC BIGG FAMILY REALTY HOLDINGS INC BIRCH STEPHEN M BIRCH PATRICIA P	CONCORD CITY OF	05/21/2009	RE T/LIEN	OPR	3130	0613	735769
18	+	V		BEST REVENGE LLC	BEST REVENGE LLC BIRCH STEPHEN M BIRCH PATRICIA P BOISSY BRUCE B BOISSY DANIELLE BONK CHRISTOPHER J		04/22/2010	TAXREDEMP	OPR	3189	1946	760246

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19	+ v	BEST REVENGE LLC	BENOIT STEVEN WILLIAMS MAYDENE BENSON JAMES D BENSON MELODY BENSON ROSE M REVOCABLE TRUST BEST REVENGE LLC BILLINGS WARREN BILLINGS CYNTHIA BIRCH STEPHEN M BIRCH PATRICIA P	CONCORD CITY OF	05/22/2013	RE T/LIEN	OPR	3387	0721	201300611016	
20	+ v	BEST REVENGE LLC	BENOIT STEVEN WILLIAMS MAYDENE BENSON JAMES D BENSON MELODY BENSON ROSE M REVOCABLE TRUST BERKEV PROPERTIES LLC BEST REVENGE LLC	CONCORD CITY OF	05/18/2012	RE T/LIEN	OPR	3315	0497	811761	
21	+ v	BEST REVENGE LLC	BEST REVENGE LLC BONK CHRISTOPHER J BUNTEN WILLIAM SR FAM TR BUNTEN MARGUERITE FAM TR		06/18/2012	TAXREDEMP	OPR	3320	1148	814101	
22	+ v	BEST REVENGE LLC	BARNES TRACEY DAY BEST REVENGE LLC BRABANT DORLENE K BURNHAM JACKSON D DAVIS TAMMY DOW BRIAN J		03/19/2014	TAXREDEMP	OPR	3433	1717	201400003715	
23	+ v	BEST REVENGE LLC	CITIZENS BANK NEW HAMPSHIRE	BEST REVENGE LLC	12/24/1997	DEED	OPR	2082	0151	308149	
24	+ v	BEST REVENGE LLC	BEST REVENGE LLC	BOW MILLS BANK & TRUST	12/24/1997	MORTGAGE	OPR	2082	0160	308150	
25	+ v	BEST REVENGE LLC	MAK TRUST HITCHCOCK CLINIC TERRELL ELIZABETH TERRELL ELIZABETH A TERRELL RICHARD E THATCHER SUSAN P THIBEAULT DEBORAH M THIBEAULT WILFRED S BEST REVENGE LLC	CONCORD CITY OF	05/26/1988	RE T/LIEN	OPR	2100	1668	319843	

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26	V	BEST REVENGE LLC	BEST REVENGE LLC	BOW MILLS BANK & TRUST	12/24/1997	ASSIGNMENT OF RENT	OPR	2082	0169	308151	
27	V	BEST REVENGE LLC	BEST REVENGE LLC	BOW MILLS BANK & TRUST	12/24/1997	MORTGAGE	OPR	2082	0175	308152	
28	V	BEST REVENGE LLC	BEST REVENGE LLC	BANAGAN'S CYCLING CO INC	12/24/1997	NOTICE OF LEASE	OPR	2082	0184	308153	
29	V	BEST REVENGE LLC	BEST REVENGE LLC	CAPITAL REGIONAL DEVELOPMENT COUNCIL	02/17/1999	MORTGAGE	OPR	2141	1832	346899	
30	V	BEST REVENGE LLC	BEST REVENGE LLC TRIANGLE PARK ASSOCIATION WICKLUND CORDELIA WICKLUND ROBERT G			TAXREDEMP		2130	1444		
31	V	BEST REVENGE LLC	BEST REVENGE LLC		11/06/1998	DISCH	OPR	2126	0561	336929	
32	V	BEST REVENGE LLC	BEST REVENGE LLC		11/06/1998	DISCH	OPR	2126	0562	336930	
33	V	BEST REVENGE LLC	BEST REVENGE LLC		11/06/1998	DISCH	OPR	2126	0563	336931	
34	V	BEST REVENGE LLC	BEST REVENGE LLC	BOW MILLS BANK & TRUST	10/29/1998	MORTGAGE	OPR	2124	1890	336188	
35	V	BEST REVENGE LLC	BEST REVENGE LLC	BOW MILLS BANK & TRUST	10/29/1998	ASSIGNMENT OF RENT	OPR	2124	1899	336189	
36	V	BEST REVENGE LLC	BEST REVENGE LLC	BOW MILLS BANK & TRUST	10/29/1998	MORTGAGE	OPR	2124	1905	336190	
37	V	BEST REVENGE LLC	BEST REVENGE LLC CAPUANO MARY ROY DAVID L SARGENT DEIRDRE SARGENT EDWARD SMITH MICHELLE HEIRS SMITH NANCY C SMOKESTACK REALTY LLC STRAND ANN L STRAND LYNN WALTERS ACHSA C WESTON THOMAS JR WILSON DANNY R YATES SCOTT YOUNG PATRICIA ANNE YOUNG SHAIN R		08/11/2004	TAXREDEMP	OPR	2689	1604	573089	

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38	+	V	BEST REVENGE LLC	MAK TRUST TAN-TAR LLC TARBELL PAMELA TANGUAY TVES TARBELL PAMELA R TRUST TAYLOR DONALD K TOBINE HEATHER L TRAFTON JOHN O TRAFTON DEBORAH S TROMBLEY SHERRI L TOBINE JADE C TANGUAY YVES BEST REVENGE LLC TDL INVESTMENTS LLC	CONCORD CITY OF	05/20/2004	RE T/LIEN	OPR	2657	1432	561684
39	+	V	BEST REVENGE LLC	BEST REVENGE LLC CHENEY JEANNE COOPER LLOYD C DOW JOHN L DOW LINDA L TALLMAN GARY W JR		07/16/2003	TAXREDEMP	OPR	2534	1253	518278
40	+	V	BEST REVENGE LLC	BEST REVENGE LLC WHEELER KEVIN B		07/16/2003	TAXREDEMP	OPR	2534	1256	518281
41	+	V	BEST REVENGE LLC	MAK TRUST TAKALA JOSEPHINE E TAKALA MICHAEL J TANGUAY YVES TARBELL ANDREW G TARBELL MARY F TARBELL PAMELA TANGUAY TVES TANGUAY YVES TASHRO CEDRIC SR TATRO CHRISTINE TAYLOR DONALD K BEST REVENGE LLC	CONCORD CITY OF	05/16/2003	RE T/LIEN	OPR	2503	0738	507871
42	+	V	BEST REVENGE LLC	TDL INVESTMENTS LLC TAKALA JOSEPHINE E TAKALA MICHAEL J TALLMAN GARY W JR TANGUAY YVES TARBELL PAMELA R TAYLOR DONALD K TERRA FIRMA REAL ESTATE LLC BEST REVENGE LLC MAK TRUST	CONCORD CITY OF	05/17/2002	RE T/LIEN	OPR	2365	1777	458766

#		Status	Search Name	Grantor	Grantee	Record Date	Doc Type	Book Type	Book	Page	docket # plan #
43	+	V	BEST REVENGE LLC	BEST REVENGE LLC MEISSNER DAVID M NEW ENGLAND SITEWORK & O'NEILL ANNA O'NEILL JOHN R ROBINSON DIANE R SANBORN ANTHONY M TREAT DOUGLAS H TREAT NANCY L UPTON MATTHEW H U R A A LLC WOODBURN ELIZABETH AL WOODBURN JEFFREY		07/27/2000	TAXREDEMP	OPR	2215	1158	393549
44	+	V	BEST REVENGE LLC	MAK TRUST BEST REVENGE LLC TEAGUE CHRISTINE S TEAGUE JOHN F TERRELL DAVID H TERRELL ELIZABETH TERRELL RICHARD E THATCHER SUSAN P THERIEAU BRYAN W THERIEAU CLARE B THURSTON MADINE L THURSTON RORY S TIEDEMANN ELIZABETH G TREAT DOUGLAS H TREAT NANCY L TERRELL CHRISTINE T	CONCORD CITY OF	05/17/2000	RE T/LIEN	OPR	2205	1837	387848
45	+	V	BEST REVENGE LLC	BEST REVENGE LLC		04/22/1999	DISCH	OPR	2151	0956	353109
46	+	V	BEST REVENGE LLC	BEST REVENGE LLC CAPITAL REGIONAL DEVELOPMENT COUNCIL	UNITED STATES SMALL BUSINESS ADMINISTRATION SMALL BUSINESS ADMINISTRATION	02/17/1999	ASSIGNMENT	OPR	2141	1837	346900
47	+	V	BEST REVENGE LLC	BEST REVENGE LLC	CAPITAL REGIONAL DEVELOPMENT COUNCIL	02/17/1999	ASSIGN OF RENTS L&C	OPR	2141	1838	346901
48	+	V	BEST REVENGE LLC	BEST REVENGE LLC CAPITAL REGIONAL DEVELOPMENT COUNCIL	UNITED STATES SMALL BUSINESS ADMINISTRATION SMALL BUSINESS ADMINISTRATION	02/17/1999	ASSIGNMENT	OPR	2141	1842	346902
49	+	V	BEST REVENGE LLC	ABDELNOUR NICOLE BEST REVENGE LLC BLOOMBERG LYNDIA I CAPITAL REGIONAL DEV COUNCIL		08/24/2007	TAXREDEMP	OPR	3013	1862	688967

#			Status	Search Name	Grantor	Grantee	Record Date	Doc Type	Book Type	Book	Page	docket # plan #
50		+	V	BEST REVENGE LLC	BOLTON JEFFREY G BENOIT STEVEN WILLIAMS MAYDENE BERNIER KYLE BERNIER MICHELLE BERRY ARENE A BERRY MICHAEL R BEST REVENGE LLC BIRCH STEPHEN M BIRCH PATRICIA P BISSONNETTE AMANDA K BLOOMBERG LYNDA L BOLDUC DEREK A BARCHEY TR	CONCORD CITY OF	05/21/2007	RE T/LIEN	OPR	2989	0032	679881

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Document Type	Name *	best revenge
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Quick Search	Begin Date	08/01/1823 <input type="button" value="15"/> Yesterday Today Oldest
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51	+ V	BEST REVENGE LLC	BEST REVENGE LLC		08/28/2006	DISCH	OPR	2922	1144	655359		CO
52	+ V	BEST REVENGE LLC	BEST REVENGE LLC AP LIDDY PROPERTIES LLC ADAIR ANTOINETTE BOOTH STEPHEN TR BOOTH DAVID TR BOOTH WALTER H CLAUSE FOUR TRUST CAPITOL BROADCASTING CORP INC CHENEY WENDY J CHENEY ROBERT E CLOUGH ROGER VIEN GENEVA DENONCOURT PHILIP III		08/21/2006	TAXREDEMP	OPR	2921	0481	654848		CO
53	+ V	BEST REVENGE LLC	BEST REVENGE LLC		08/10/2006	DISCH	OPR	2918	0507	653714		CO
54	+ V	BEST REVENGE LLC	BEST REVENGE LLC	BANAGAN'S CYCLING COMPANY INC	07/31/2006	TERMINATN LEASE	OPR	2915	0644	652705		CO

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1			V	HOOVILLE L L C	HOOVILLE L L C	CENTRIX BANK & TRUST	04/22/2013	MORTGAGE	OPR	3381	0647	201300008307	L
2			V	HOOVILLE L L C	HOOVILLE L L C	CENTRIX BANK & TRUST	04/22/2013	ASSIGNMENT OF RENT	OPR	3381	0661	201300008308	L
3			V	HOOVILLE LLC	HOOVILLE LLC LANE ERVING R JR REVOC TRUST LANE ALMA W REVOC TRUST MOODY DAVID KELTON		06/15/2012	TAXREDEMP	OPR	3320	0737	814002	L
4			V	HOOVILLE LLC	HAYWARD LOVERING HODGMAN FRANK W JR HODGMAN RITA L HODGMAN FAMILY TRUST HOMSI B M LLC HOMSI R A II LLC HOOVILLE LLC HUGHES COREY J	LOUDON TOWN OF	04/11/2014	RE T/LIEN	OPR	3436	0517	201400005232	L
5				HOOVILLE LLC	HOOVILLE LLC COURTNEY WATSON HEMATHE WATSON KAYLA WATSON GREEN CO LLC		08/14/2014				1593		L
6			V	HOOVILLE LLC	SANBORN ANDY SANBORN A M	HOOVILLE LLC	02/22/2008	WARRANTY	OPR	3048	1011	702259	L
7			V	HOOVILLE LLC	HOOVILLE LLC	CENTRIX BANK & TRUST	02/22/2008	MORTGAGE	OPR	3048	1014	702260	L
8			V	HOOVILLE LLC	HOOVILLE LLC	CENTRIX BANK & TRUST	02/22/2008	ASSIGNMENT OF RENT	OPR	3048	1027	702261	L
9			V	HOOVILLE LLC	BAGONE ROCCO III HOOVILLE LLC LONG WILLIAM J LONG BRENDA L		07/16/2009	TAXREDEMP	OPR	3143	1864	741117	L
10			V	HOOVILLE LLC	HAYWARD LOVERING HIGGINS DONALD K HOLM GARRY A HOMSI B M LLC HOOVILLE LLC	LOUDON TOWN OF	04/10/2009	RE T/LIEN	OPR	3121	1409	732264	L

#			Status	Search Name	Grantor	Grantee	Record Date	Doc Type	Book Type	Book	Page	docket # plan #	T
11			V	HOOVILLE LLC	HOMSI R A II LLC HOOVILLE LLC HUGHES COREY J JAKUBOWSKI DENNIS B JAKUBOWSKI DEBORAH A KELLEY MICHELLE E KERKEL JON KERKEL VICKI	LOUDON TOWN OF	04/06/2012	RE T/LIEN	OPR	3307	0784	808436	L

EXHIBIT 20

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD
ATTORNEY GENERAL



ANN M. RICE
DEPUTY ATTORNEY GENERAL

June 5, 2018

Senate President Charles Morse
New Hampshire State Senate
107 North Main Street
Concord, NH 03301

Re: Investigation Completed Regarding a 2013 Payment to a New Hampshire State Senate Staff Member.

Dear Senator Morse:

I am writing to inform you of the conclusion of this office's investigation into the allegation that in 2013 a New Hampshire State Senate intern received a job in the Senate Clerk's Office as well as cash in exchange for the intern's silence regarding an inappropriate comment made to the intern by State Senator Andy Sanborn. As you are aware, your office informed the Office of the Attorney General of the substance of this allegation and requested that the matter be investigated.

As provided in RSA 7:6, the Attorney General is the State's chief law enforcement officer. The Attorney General has the responsibility to investigate allegations of illegal conduct committed by State officials acting in their official capacity. Here, this investigation focused on whether there was evidence that would substantiate the allegations and thus whether any individual involved committed violations of the criminal code in connection with these incidents. Specifically, the investigation considered whether the alleged conduct constituted criminal acts under RSA 640:2 (bribery in official and political matters), RSA 640:3 (improper influence), RSA 641:5 (tampering with witnesses and informants), RSA 642:5 (compounding), and/or RSA 643:1 (official oppression).¹

The investigation conducted by this office entailed the audio-recorded interviews of 18 witnesses, including current and former State Senate employees as well as current and former state senators, the subpoena and review of State Senate records, to include correspondence as well as employment and financial records, and the summons of witnesses before an investigative grand jury. All witnesses were cooperative with our investigation. I cannot provide you with

¹ As discussed, the Attorney General's investigation was solely focused on whether any individual committed any criminal acts, therefore it did not consider whether any acts would constitute violations of the legislative ethics rules under RSA chapter 14-B.

any information that was provided to the grand jury because that information is confidential. *See* N.H. Supreme Court Rule 52; N.H. Rule of Criminal Procedure 8(b)(6). Nevertheless, the information provided to the grand jury was evaluated in making credibility determinations and in reaching the ultimate conclusions in this investigation which are discussed in more detail below.

The investigation substantiated that an inappropriate comment was made by Senator Sanborn to the intern on February 20, 2013. The investigation also substantiated that the intern was hired on a part-time, temporary basis in the Senate Clerk's Office beginning in May of 2013, and that his employment with the State Senate concluded in the fall of 2013. In addition, the investigation substantiated that shortly after the intern began working in the Senate Clerk's Office he was given an envelope containing cash by former Senate Chief of Staff Jay Flanders. Importantly, however, the investigation discovered no credible evidence that there was any connection between the inappropriate comment made to the intern and the later job and cash that were provided to the intern.

It is important to note that while the comment made by Senator Sanborn was contemporaneously investigated, at the time in 2013 there was no allegation that the intern had been hired in exchange for his silence or received money from Mr. Flanders for the same purpose. As you are aware, these allegations only surfaced recently. Our investigation discovered no credible evidence that the job for which the intern was hired in the Senate Clerk's Office or the money he was given by Mr. Flanders were a reward for declining to file a complaint against Senator Sanborn or an inducement to refrain from filing such a complaint in the future.

Specifically, no party to the hiring of the intern stated that they received explicit or implicit direction to hire the intern because he had been on the receiving end of an inappropriate comment by Senator Sanborn. To the contrary, the evidence established that a concerted effort was made to ensure that the intern was neither given an advantage in the hiring process nor penalized because of the incident with Senator Sanborn. By almost all accounts the intern was talented and qualified for the job, and also available and willing to take on the part-time, temporary position. In addition, the evidence established that the intern later applied for a full-time position in the Senate Clerk's Office but was not hired. Were the employment of the intern truly in exchange for his silence concerning the comment made by Senator Sanborn, it would logically follow that he would be hired to the full-time position, thus assuring his continued silence. Instead, that full-time position was given to a more qualified candidate.

The lack of any connection between these events is further illustrated by the fact that there is no evidence that any individual communicated to the intern in any manner that he was being given the job in the Senate Clerk's Office in exchange for his silence. This lack of connection is also supported by the timeline of these events. The comment made by Senator Sanborn occurred approximately three months prior to the intern's hiring and his receipt of the money from Mr. Flanders. By that time the incident with Senator Sanborn had already been investigated by Senate legal counsel and the matter concluded with no formal complaint being filed. Thus, no proceeding or investigation was pending at the time the intern was hired and received the money. While you also initiated a subsequent review of the incident by outside legal counsel once you became Senate President, the intern had been hired and given the money

by Mr. Flanders in the interim period when no proceeding was ongoing.² In the absence of any evidence to the contrary, there is no logical rationale for these alleged “pay-offs” to be provided when the matter of Senator Sanborn’s comment was not being actively investigated.

In terms of the cash given to the intern, accounts differed as to the nature of the money, that is, whether it was a gift or a loan, and the timeframe in which the intern returned the money to Mr. Flanders, although all witnesses with direct knowledge of the transaction were consistent in stating that the money was returned to Mr. Flanders. Mr. Flanders for his part stated that the money was from his own personal funds and was expressly given to the intern as a loan, because he had been told that the intern needed money for food and gas and had no income because he had not yet received his first paycheck from his job in the Senate Clerk’s Office. There is no evidence that Mr. Flanders communicated to the intern in any manner that he was being given money in exchange for his silence concerning Senator Sanborn’s comment.

In addition and as discussed, financial records were examined and there is no evidence that the money came from any public funds or from any source other than Mr. Flanders. Mr. Flanders stated that he gave the intern no more than \$200.00. While rumors abounded as to the sum of money given to the intern, there is no credible evidence that contradicts this amount. Mr. Flanders also stated that the intern paid the money back as soon as he received his first paycheck. While this account is contradicted by witnesses who stated that the intern expressed that he was uncomfortable with the transaction and did not know why he had been given the money and therefore returned it to Mr. Flanders the following day, these inconsistencies do not establish that there was any connection to the incident with Senator Sanborn.

Accordingly, because there is no credible evidence of a connection between the inappropriate comment made by Senator Sanborn to the intern and the later job and cash provided to the intern, there is no evidence here that any criminal acts were committed. As such, this office will take no further action in this matter.

Thank you for the time and attention you have given this matter and please feel free to contact me if you have any questions or wish to discuss further.

Sincerely,



Geoffrey W.R. Ward
Senior Assistant Attorney General
Chief, Public Integrity & Special Investigations Unit
Criminal Justice Bureau
(603) 271-3671
geoffrey.ward@doj.nh.gov

² As you are aware, that review by outside legal counsel also found that the intern had not wanted to initiate any formal complaint concerning the comment made by Senator Sanborn.

Senate President Charles Morse
Page 4 of 4

GWW/gww

Copy to: Attorney General Gordon J. MacDonald
Associate Attorney General Jane E. Young
Senior Assistant Attorney General Lisa L. Wolford

2037064

EXHIBIT 21

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New documents deepen harassment accusations against Sanborn

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By [ETHAN DeWITT](#)

Monitor staff

Published: 8/29/2018 5:48:53 PM

A new batch of interview transcripts released by the attorney general's office have amplified accusations of harassment by state Sen. Andy Sanborn, prompting further attacks Wednesday from his opponent in his Congressional race.

Released on Monday, the latest documents unveiled new perspectives from a number of people who worked with Sanborn in the senate, including former state senator Bob Clegg, senate clerk Tammy Wright and an unnamed aide who witnessed one of Sanborn's comments first-hand.

The documents stem from an investigation into allegations that Senate leadership paid off an intern to coverup an inappropriate comment made by Sanborn in 2013. Earlier this year, the attorney general's office said it had found no substantial evidence of a coverup after interviewing 18 subjects both within and outside the State House.

But a wave of redacted transcripts released in the face of media requests have shifted the spotlight to Sanborn's conduct in the State House.

In one pivotal incident, Sanborn is said to have made crass comments about oral sex to an intern from the University of New Hampshire in 2013, an event corroborated by multiple witnesses. A female aide who worked under Sanborn has described a pattern of near-daily unwelcome comments about her appearance. And other aides made reference to an offhand sexual comment to a male aide about a female colleague.

Sanborn, a Bedford Republican, has strongly rejected the accusations of harassment, calling it a "witch hunt," and "fake news," borrowing lines from President Donald Trump, but has admitted to past crass behavior.

In the latest batch of transcripts, a male senate aide present for the comment about oral sex said it appeared to cross a line. While Sanborn had engaged in insensitive commentary in the past, the comment to the intern veered into a direct proposition, the aide said.

"I've heard joking around and just kind of inappropriate comments for sure," the aide, whose name was redacted, said of Sanborn. "Never in the context of 'what can I do for you, well you can do this for me.' "

At dispute, however, is a key detail: whether the intern was bothered by the comments.

In a newly-released interview, former Senate Journal Clerk Jessica Eskeland said the intern had told her directly about the experience shortly after the fact.

"It was not characterized as being in a joking manner," Eskeland said of Sanborn's comment.

But the male aide saw it differently.

"I can't speak for (the intern) obviously, but I got the impression that he took it as a joke," he said in his interview.

A Sanborn spokesman declined to speak at length on the latest round of documents.

"As the transcripts show, there are numerous contradictory statements and we think those contradictions speak for themselves and that no further comment is necessary at this time," he said.

The new transcripts also reveal a years-long effort by Clegg to bring to light harassment complaints. In an interview, Clegg said he had been encouraged to file records requests after hearing accounts of staffers and senators.

"This guy's just a – it's a common practice for him to sexually harass people or harass people, and this one went too far," Clegg said.

Clegg's effort to obtain documents and bring the accusations forward were consistently denied by Rick Lehmann, senate counsel, who has cited state employee privacy exemptions, he said.

"I think what he does is a black eye upon the institution," Clegg said of Sanborn. "So we have tried ever since we found out about it to get him out."

The transcripts fueled fresh attack lines from Eddle Edwards, Sanborn's Republican opponent in the race for New Hampshire's 1st Congressional District. At a press conference Wednesday, Edwards assailed Sanborn for "predatory behavior" in the State House, gesturing to a thick, printed stack of the transcripts for effect.

"Sen. Sanborn has trouble understanding that his pattern of behavior of preying on young people, female workers, young interns, is something that we reject here in New Hampshire," Edwards said.

He added: "I'm not sure which is more embarrassing, that we have to spend thousands of dollars to rewrite a state senate sexual harassment policy because of one senator, or that you'd have to tell a state senator that that behavior is inappropriate in a workplace."

(Ethan DeWitt can be reached at edewitt@cmonitor.com, at (603) 369-3307, or on Twitter at [@edewittNH](https://twitter.com/edewittNH).)

EXHIBIT 22



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Former NH Senate aide tells investigators Sanborn made 'almost daily' comments about her appearance

In newly released transcript, former aide says she never felt physically threatened

Updated: 12:55 AM EDT Aug 18, 2018

Infinite Scroll Enabled

John DiStaso   

Political Reporter

MANCHESTER, N.H. — A former state Senate aide told investigators in January that state Sen. Andy Sanborn, a Bedford Republican, made almost daily remarks about the way she dressed, sometimes telling her that she looked “hot,” according to transcripts of the interview released Friday.

But the former aide made it clear to the investigators that she never felt physically threatened by Sanborn, who is now a candidate for the 1st District U.S. House seat.

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Sanborn says his use of 'crass language' in 2013 did not violate Senate policy

Sanborn, responding early Saturday morning to the comments in the transcript, said the former aide is a family friend and he was simply complimenting "a colleague for dressing well." He accused "the establishment" of "trying to manufacture a story" against him.

The former aide was among 18 people interviewed by officials of the attorney general's office as part of an investigation into whether the state Senate engaged in a bribe in 2013 by offering \$200 and a staff job to a male intern to stay quiet about a remark made to him by Sanborn that described a slang term for oral sex – “XXXX jobs.”

The attorney general's office determined there was no bribe. Sanborn was not the target of the investigation.

The state Senate legal counsel heard the comment and told the investigators that he spoke with the male intern and a male Senate staffer who was also in the room at the time, along with Sanborn's wife, state Rep. Laurie Sanborn.

The legal counsel, [Richard Lehmann](#), said that the intern and the staffer, and Lehmann himself, viewed it as “a poor attempt at a joke.” Sanborn has acknowledged making a “crass” joke.

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The intern and the aide no longer work for the Senate.

As part of the probe into whether the former intern received the loan and job as a bribe to stay quiet about Sanborn's remarks, the investigators spoke with a former Senate staffer who had worked for Sanborn but was later reassigned to work with former Sen. Jeanie Forrester.

The investigators also spoke with state Sen. Sharon Carson, R-Hudson. Transcripts of their interviews, as well as several others, were released to WMUR on Friday in response to a right-to-know request filed by the station earlier this year. Other transcripts were released in past weeks.

The former aide told the investigators that when she joined the Senate as Sanborn's staffer, "I was made aware before I started working with Senator Sanborn that he could be a little bit difficult to work with. Some of the other female employees there had mentioned to me that he had a little bit of a dirty mouth and just to – to be cautious about being alone with him in a room."

Her transcript, and other transcripts linked in this report, were redacted by the attorney general's office, which told WMUR it was doing so to prevent "an unwarranted invasion of an individual's privacy."

The former aide said Sanborn "has a very interesting sense of humor. He usually has a way of coming back with a remark or turning it into a dirty remark."

She said that while she was not particularly bothered by his remarks, Forrester convinced her to bring Sanborn's behavior to then-Senate Chief of Staff Jay Flanders' attention. She said that at a meeting with Forrester, Flanders and Lehmann, "we had a conversation about some of the comments that he had specifically made towards me, or in my presence."

The former aide said that Flanders encouraged her to press charges or file a complaint.

"And at the time, I said no, I really didn't want to make a big deal out of it," she said. But she added, "After that conversation, they moved me out from underneath Sen. Sanborn, and we also moved my desk so that I wasn't as close to Sen. Sanborn's office."

She said she assumed Flanders and Lehmann spoke with Sanborn about it, and after that, "he completely stayed away from me. Didn't engage at all."

The former aide said that previously, she overheard Sanborn make the comment referring to a "XXXX job" to the intern because at the time, her desk was near Sanborn's office. She said she was not in the room at the time.

"After having worked for him a couple years at that point, I was used to hearing him make sexual comments and sexual references," the former aide said. "Like I said, they just roll off of

the tip of his tongue so easily. And honestly, he's the kind of person that really doesn't care what other people think about what he says because he's going to make the comment anyway. That's just who he is."

She said that while she worked with Sanborn, they had several closed-door conversations.

"And other than the fact that he would make remarks, I was never uncomfortable. He never attempted to touch me, or say anything while we were alone."

But she said he would talk about "how I would dress."

"You know, you look hot today or you know, nice shoes, or nice dress, or you know, you look beautiful," she said. "But I never really let him know that it bothered me."

"He would say something to me almost daily," she said. "Not (that) you look hot, but, you know, if we were together, nice shoes, or you look beautiful today."

Deputy Attorney General Jane Young asked, "So did some of those comments, in your mind, cross a line, cross a boundary of -"

"Eventually, yes," the aide interrupted, but she also said, "It never really bothered me so much that I felt like I needed to" tell Sanborn that she felt uncomfortable.

She said that as a result, "I was more cautious of what I was wearing. I would make sure that I had a blazer on over my dress or I wore pants a lot more."

Young asked, "When you look back on the comments today ... what do you think about them?"

"I know this probably doesn't answer your question, but see, that's just Sen. Sanborn. It's just how he interacted with people. It's just who he is and how he talks. I mean, he had a response for everything," the former aide said.

Young asked, "A sexual response for everything?"

“Most of the time, yes,” the former aide said. “Yeah. Very sly, very witty. It’s just how he talked ... Oh yeah, always a sexual overtone, always.”

Sanborn responds

Sanborn, informed by WMUR of the former aide's comments and comments made by others in this report, issued a statement, which follows in full:

"This is a staffer and friend of Laurie and I for several years. Have we come to a point where complimenting a colleague for dressing well has become news? Quite frankly, it's disrespectful to those who have had real issues in the workplace.

"What we are seeing is an alarming pattern with the establishment -- trying to manufacture a story against a political opponent. These documents show that obsession with trying to create a controversy because I was unwilling to compromise my conservative principles.

"They even went to the extent to pressure this staffer to file a complaint against me, and she refused. These issues and phantom assertions have now been looked into several times, including all the way up to the attorney general's office.

"(The attorney general), everyone else, and these documents have been absolutely clear: I have never violated any sensitivity policy, and no one has made an informal or formal complaint. As we continue to see, my political opponents will use innuendo and rumors to settle political scores."

'Never disrespectful'

Another Senate aide, [identified in the transcript as Shannon Girard](#), said that in her interactions with Sanborn, he was “never disrespectful to me, not once.”

Girard also said she never heard Sanborn make an inappropriate, rude or crass remark.

“I haven’t been in the same conversation with hearing that,” she said. “I have not witnessed that. I have just heard from others.”

Girard told Young that she had never received or gave advice to other staffers not to be in the same room with Sanborn.

“I have never had a situation with him before,” Girard said. “He really – I feel like in the last couple years – he doesn’t engage much with people. It’s very ‘hi, how are you’ – it’s very quick. Has that changed because of things going on? I don’t know.”

Young asked, “But you don’t experience any of that firsthand?”

“No,” Girard said.

Carson says staffer kept 'notebook'

Carson said she did not witness the incident involving the former intern, but [she told the investigators](#), “My own personal observation – this is something that Senator Sanborn has done quite a few times. There have been complaints.”

She said that another staffer, whose name was also redacted “had told me that he kept a notebook, and in that notebook were two years’ worth of things that Senator Sanborn had said to him that were totally inappropriate.”

“So that, you know, again, I see that as a separate issue, but more of a pattern of behavior on his part,” Carson said. But she also acknowledged, as Sanborn has maintained, that no complaints were filed.

Carson said that several weeks prior to her interview with the investigators, former Senate aide Jessica Eskeland told Carson that she had been told that the former intern went to Sanborn’s Concord restaurant after hours at Sanborn’s invitation.

“And from what I understand, Andy kept saying, you know, I was only joking, you know this was not serious. I was only kidding, and so on and so forth. And (the former intern) grew uncomfortable enough that he actually left.”

Carson also said, "Somebody has a video of (the former intern) crying, that he just wants this all to go away."

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Exhibit I



Zachary Hafer
T: +1 617 937 1370
zhafer@cooley.com

Transmitted via Electronic Mail

September 25, 2023

Mark W. Dell'Orfano
Assistant Attorney General
New Hampshire Department of Justice
Civil Law Bureau
33 Capitol Street
Concord, NH 03301
Tel: 603-271-3650
Email: mark.w.dellorfano@doj.nh.gov

Re: First Set of Discovery Requests

Action: *In the Matter of Win Win Win, LLC, d/b/a "Concord Casino"*

Docket No. Lot 23-018

Dear Mr. Dell'Orfano:

Pursuant to N.H. Admin. Lot ("Lot") 215.01, Respondents Win Win Win, LLC d/b/a "Concord Casino" and Anthony M. Sanborn hereby request that the New Hampshire Lottery Commission ("NHLC") make a "complete and timely" production of "information or documents relevant to the hearing" in the above-captioned matter, in accordance with the definitions and requests set forth below. Lot 215.01(a). If any of the following requests seek information or documents that do not exist or that are inaccessible to NHLC, Respondents respectfully request that you confirm that in writing.

Respondents reserve their rights, pursuant to Lot 215.01 and Lot 215.02, to request additional information to further investigate and clarify NHLC's responses to the following requests.

DEFINITIONS

1. **"Action"** means the above-captioned matter, *In the Matter of Win Win Win, LLC d/b/a "Concord Casino,"* Docket No. Lot 23-018.
2. **"Attorney General"** means the office of the New Hampshire Attorney General and all of that office's component parts, including but not limited to the Civil Law Bureau.
3. **"Communication"** means any transmissions of information from one person or entity to another via any means, including any electronic or non-electronic written communications, telephone communications, in-person communications, email communications, chat communications, instant message communications, or text message communications.
4. **"Document"** shall have the meaning ascribed to it in Federal Rule of Civil Procedure 34, including coverage of all writings, drawings, graphs, charts, photographs, sound recordings, images, tangible things, or non-oral communications.

5. **“Identify”** means to describe completely and with particularity all relevant facts about the subject.
6. **“NHLC”** means the New Hampshire Lottery Commission and all of its component parts, including but not limited to the Investigation and Compliance Division.
7. **“Person”** means any natural person or any business, legal, or governmental entity or association or any other entity, including, without limitation, corporations, proprietorships, partnerships, joint ventures, clubs, associations, foundations, or governmental agencies or instrumentalities.
8. **“Suitability Report”** means any report issued regarding the suitability to be associated with gaming in New Hampshire pursuant to RSA 287-D:11, e.g., the report issued by NHLC on March 13, 2023 concerning Win Win Win and its principal, Anthony M. Sanborn.
9. **“Win Win Win”** means Respondent Win Win Win, LLC d/b/a Concord Casino.

REQUESTS

REQUEST NO. 1: All Documents, including notes, transcripts, or other records, relating to any interviews conducted by NHLC or the Attorney General in connection with or in preparation for this Action or any investigation(s) that preceded this Action.

REQUEST NO. 2: All final¹ regulatory audits conducted by NHLC or the Attorney General of Win Win Win and/or its principal, Anthony M. Sanborn.

REQUEST NO. 3: All Documents and Communications considered by NHLC or the Attorney General in connection with or in preparation for this Action or any investigation(s) that preceded this Action.

REQUEST NO. 4: All Documents and Communications, including notes or records, relating to in-person visits made by NHLC auditors or other NHLC personnel to facilities owned or operated by Win Win Win and/or its principal, Anthony M. Sanborn.

REQUEST NO. 5: All Communications between NHLC or the Attorney General and Win Win Win or its principal, Anthony M. Sanborn, since May 1, 2022.

REQUEST NO. 6: All Communications, sent or received since May 1, 2022, between NHLC or the Attorney General and (a) the Small Business Administration, relating to Win Win Win or its principal, Anthony M. Sanborn, (b) any accounting professional employed or otherwise retained by Win Win Win or Anthony M. Sanborn, or (c) any federal government employee involved with packaging, reviewing, or disbursing Economic Injury Disaster Loan funds to Win Win Win or its principal, Anthony M. Sanborn.

REQUEST NO. 7: Pursuant to Lot 215.03, please provide “all witnesses to be called at the hearing with a brief summary of their testimony, a list of all documents or exhibits to be offered as evidence at the hearing, and a copy of each document or exhibit.”

REQUEST NO. 8: All “forensic financial reviews” or “financial forensic investigation[s]” performed by NHLC, the Attorney General, or any other Person, with respect to Win Win Win or its principal, Anthony M. Sanborn,

¹ Note that page 3, footnote 15 of the March 13, 2023 Suitability Report regarding Win Win Win and its principal, Anthony M. Sanborn, indicates that the 2022 audit report included therein is a “Draft.”



September 25, 2023
Page Three

Transmitted via Electronic Mail

of the kind referenced at pages 4 and 7 of the March 13, 2023 Suitability Report concerning Win Win Win and its principal, Anthony M. Sanborn.

REQUEST NO. 9: All “witness transcripts” referenced at page 6 of the March 13, 2023 Suitability Report concerning Win Win Win and/or its principal, Anthony M. Sanborn.

REQUEST NO. 10: Identify and provide all facts and Documents that support NHLC’s allegation, contained at page 12 of the Proposed Findings of Fact and Law dated and transmitted to Anthony M. Sanborn on August 31, 2023, that “the Licensee and Mr. Sanborn have failed to supply information and documentation demonstrating by clear and convincing evidence the Licensee’s financial stability.”

REQUEST NO. 11: Identify and provide (a) the minimum cash-on-hand required for games of chance facilities regulated under RSA 287-D:1–RSA 287-D:31, and (b) the most recent analyses regarding the application of this requirement to each such facility.

REQUEST NO. 12: The most recent Suitability Report for each games of chance facility regulated under RSA 287-D:1–RSA 287-D:31.

Please do not hesitate to contact me with any questions.

Sincerely,

/s/ Zachary R. Hafer
Zachary Hafer
Cooley LLP
500 Boylston Street
Boston, MA 02116

*Counsel to Win Win Win, LLC d/b/a/ “Concord
Casino” and Anthony M. Sanborn*

ZH

cc: New Hampshire Lottery Commission

Exhibit J

Katz, Adam M.

From: Dell'Orfano, Mark <Mark.W.DellOrfano@doj.nh.gov>
Sent: Wednesday, September 27, 2023 1:17 PM
To: Crockett, Kelly
Cc: Hafer, Zach; Katz, Adam M.; Conforti, John
Subject: IMO Win Win Win, LLC, et al. (Lot 23-018) - Division's Proposed Pre-Hearing Order
Attachments: State's Proposed Pre-Hearing Order (2023.09.27).pdf

[External]

Hi Kelly:

Attached to this message, please find for filing in the above matter, the I&C Division's proposed pre-hearing order for discussion this afternoon.

Thank you,
Mark

Zach, Alex:

We're putting in the attached proposed order for discussion this afternoon. My apologies for not getting this to you sooner.

Best,
Mark

Mark W. Dell'Orfano
Assistant Attorney General
Direct: 603.271.1236
Email: mark.w.dellorfano@doj.nh.gov

New Hampshire Department of Justice
Civil Law Bureau
33 Capitol St., Concord, NH 03301
Office: 603.271.3658 | Fax: 603.271.2110

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THE STATE OF NEW HAMPSHIRE
LOTTERY COMMISSION

IN THE MATTER OF
WIN WIN WIN, LLC, d/b/a “CONCORD CASINO”
(FAC-00074 and GOE-00079)
Docket No. Lot 23-018

[PROPOSED] PRE-HEARING ORDER

A Pre-Hearing Conference was held on September 22, 2023, and September 27, 2023. Present through counsel were Win Win Win, LLC, d/b/a “Concord Casino” (the “Respondent”) and Mr. Anthony M. Sanborn (“Mr. Sanborn”) represented by Zachary R. Hafer, Esq. and Adam M. Katz, Esq., and John R. Conforti, Chief Compliance Office of the New Hampshire Lottery Investigation and Compliance Division (the “Division”) represented by Assistant Attorney General Mark W. Dell’Orfano.

HEARING

At the request of the Respondent, a joint hearing before the New Hampshire Lottery Commission and Attorney General (the “Hearing Panel”) will be held at 10:00 a.m. on Tuesday, October 3, 2023, at the New Hampshire Public Utilities Commission, Hearing Room A, 21 South Fruit Street, Concord, New Hampshire 03301.

ISSUES BEFORE THE HEARING PANEL

The Respondent will appear and show cause why its Facilities License (FAC-00074) and Game Operator Employer License (GOE-00079) should not be revoked, as

required under RSA 287-D:11, III(a) and N.H. Admin. R., Lot 7204.02(d), and an indefinite period of ineligibility to hold any license or permit issued by the Lottery Commission per RSA 287-D:23, III, should not be imposed following the Attorney General's determination that neither the Respondent nor Mr. Sanborn is suitable to be associated with charitable gaming in New Hampshire.

BURDEN AND STANDARD OF PROOF

Because nothing in RSA 287-D:11, III(a) (Supp. 2022) or N.H. Admin. R., Lot 7204.02(d) allows an appeal of the Attorney General's adverse suitability determinations of the Respondent and Mr. Sanborn, nor mandates an adjudicative proceeding under RSA 541-A before revoking the Respondent's licenses based on the Attorney General's adverse suitability determinations, the Respondent must establish by clear and convincing evidence that its Facilities License (FAC-00074) and Game Operator Employer License (GOE-00079) should not be revoked, as required under RSA 287-D:11, III(a) and N.H. Admin. R., Lot 7204.02(d) and a period of ineligibility not imposed and why a lesser or no sanction should be imposed.

HEARING PROCEDURE

Case Presentations:

The following order of presentations and maximum time limits will be observed at the hearing:

- Respondent: _____ minutes for presentation and five (5) minutes each for opening and closing statements.

- Division: _____ minutes for presentation and five (5) minutes each for opening and closing statements. The Division may defer its opening statement until after the conclusion of the Respondent's case-in-chief and may limit its presentation to a rebuttal of the Respondent's case.

Presentation Procedures:

The Respondent will present first. The Respondent will have the opportunity to call witnesses and offer direct testimony and evidence supporting its position. The Division will be allowed to cross-examine each witness called by the Respondent. Following the conclusion of the Division's cross-examination, members of the Hearing Panel may choose to examine the witness before the witness will be dismissed. After members of the Hearing Panel have concluded any examination, the Respondent may conduct a re-direct examination of its witness. Following the Respondent's re-direct examination, the Division may move the Presiding Officer to recross-examine the witness. After the conclusion of any re-direct examination or recross-examination, if any, the witness will be excused.

After the Respondent has submitted its case-in-chief, the Division will have an opportunity to call witnesses and offer testimony and evidence to support its position or rebuttal. The Respondent will be allowed to cross-examine each witness called by the Division. Following the conclusion of the Respondent's cross-examination, members of the Hearing Panel may choose to examine the witness before the witness will be dismissed. After members of the Hearing Panel have concluded any examination, the Division may conduct a re-direct examination of its witness. Following the Division's re-direct examination, the Respondent may move the Presiding Officer to recross-examine

the witness. After the conclusion of any re-direct examination or recross-examination, if any, the witness will be excused.

After the Division has put in its case-in-chief, the Respondent may deliver its closing statement. Following the Respondent's closing statement, the Division may deliver its closing statement.

The hearing will then be closed.

Unless otherwise ordered by the Hearing Panel for good cause, the record in this matter will be closed at the close of the hearing.

If the Hearing Panel decides to deliberate following the close of the hearing, the parties to the hearing and members of the public are welcome to stay as observers only. Deliberations are public proceedings, not public hearings, so no member of the public will be allowed to address the Hearing Panel or otherwise speak during deliberations.

FILINGS AND MOTIONS

Filings and Motions:

All filings and motions shall be emailed to the Hearings Clerk, Kelly A. Crocket, at kelly.a.crocket@lottery.nh.com and include a certificate of service on the opposing party's legal counsel. The Hearings Clerk will distribute electronic copies of all pleadings via email to the Hearing Panel before the hearing, print hard copies, and distribute them to the Hearing Panel on the day of the hearing.

Filing and Motion Deadlines:

- Filing of Witness and Exhibit Lists: Friday, September 29, 2023.

- Filing copies of Exhibits for use at the Hearing: Friday, September 29, 2023.
- Filing written Motions: Friday, September 29, 2023.
- Filing written Objections: Noon on Monday, October 2, 2023.
- Filing of Proposed Findings of Fact and Conclusions of Law: Noon on Monday, October 2, 2023.

Pending Motions:

All pending motions on the morning of the hearing will be heard and decided by the Hearing Panel before the beginning of the hearing.

EXHIBITS

Pre-Labeling Exhibits:

All exhibits are to be organized in the order in which the offering party intends to present them. Space will be provided in the upper right corner of the exhibit for labeling. The parties must pre-label their exhibits. Pre-labeled exhibits should be arranged in sequential order, starting with Respondent's Exhibit 1, Division's Exhibit 1, etc., and must contain the name of the witness through whom the exhibit is presented.

Contested Exhibits:

The Hearing Panel will rule on any contested exhibits before the commencement of the hearing.

SO ORDERED

NEW HAMPSHIRE LOTTERY COMMISSION

Date

Debra M. Douglas, Chair

Exhibit K

MR. DELL' ORFANO: ...hearing, it's pretty standard stuff. Procedures for a hearing like this. Towards the end there are some...I'd say they're very close to [INDISCERNIBLE 00:00:41], the hearings are close, and I think it's something that we can talk through if there are any questions.

MADAME CHAIR: Okay. Are you planning on discussing this today or –

MR. DELL'ORFANO: We don't need to if folks aren't prepared to. I just handed it to the counsel.

MR. HAFER: I guess, you tell me what's the most helpful to you. I thought I could start by updating what we've done since we were last here, sort of [INDISCERNIBLE 00:01:14], does that make sense to do it that way?

MR. DELL'ORFANO: Yeah.

MR. HAFER: So we appreciate the time. Here's what we've done. It's been five days, two of which were Saturday and Sunday, but this is what we've accomplished. We have gotten all of the material to the forensic accountant's desk that [PH 00:01:38] Mr. Dell'Orfano and Mr. Conforti provided to us. The forensic accountant is full steam ahead on trying to conduct the forensic analysis. Yesterday we were able to run down the individual that we mentioned we were trying to find. We've had a preliminary conversation with him, but we've not sort of walked through documents and stuff like that, but we have made contact with him. We sent a letter on Monday, as we said, we were going to power it through the suitability report over the weekend to get the letter out on Monday with our requests. We think that the forensic analysis remains a really critical piece of this. It's really the whole piece as far as we're concerned, Chair Douglas, and we did see in the suitability report that there was a recommendation in the March 13th report that the lottery commission indicated that they're not a law enforcement organization and we're not tasked with conducting forensic financial reviews. We therefore recommend that the Department of Justice perform a forensic analysis. So we think that analysis needs to get done and we've done everything we can to put it into motion. There are, and we actually had a meeting early this morning with the forensic accountant who has advised us realistically, even moving fast, he needs six weeks to do what he needs to do and get everything done. We asked him to focus on a couple of things quickly so we had some substance to say. You guys mentioned several times last time if we got this wrong, if we got something wrong, let us know. And there's obviously this reference of the \$970.56 in the Win Win Win account. And the fact that the day the IVO money came in, that was the only money in the account, therefore the very close in time spend on the sports car was problematic. There's two quick issues. One is the account identified in the suitability report about the \$917, it's not the correct account. We have received the funds of the account ending in 3544, whereas the report indicates it's a different account. But more importantly, and this is very preliminary based on a call this morning, it appears that there were over \$150,000 in Win Win Win funds that were in different accounts on the day that the EIDL funds came in. And that is obviously a very, very significant fact. We need to develop it further, but that's a significant fact. If there was money that wasn't

EIDL money, that was the money that was used for the spending outlined in the report, that obviously changes things from our perspective. So we're trying again to develop it, but it just can't meaningfully be developed in 24 hours or 48 hours. But we wanted to come here today and have something substantive to say about the report.

[00:05:00]

Another very preliminary thing is that page 66 of the suitability report refers to Concord Casino having a negative cash flow in the operations. What we seem to think this morning, again, in [PH 00:05:16] particular, the time frame is that while there was a loss in 2022, there was a profit of close to \$150,000 in 2021. It doesn't appear any draw was taken in 2021. So these are really, really significant points that go to the core of the suitability determination allegation here. So we believe just these issues in and of themselves counsel strongly in favor of some time to get our hands around this as opposed to the -- you know, I have this order that was received while I was driving up here. I've not digested it, but these deadlines are not realistic. We are not going to be prepared. Hopefully, we be continuing to demonstrate our good faith here and the fact that we're moving as quickly as we can on several fronts, including trying to understand the law. Just this one example, and I know we've had some limited back and forth here on what the standard is, but the RSA provision that was cited in the suitability report or the proposed findings is different than the one I see in this order this morning. This stuff needs to be fleshed out. We've actually gotten through a first pass of all 2,000 pages of information, but literally that's from Friday afternoon or whenever when we left here. And we simply can't move any faster than we're moving. And so we're here, again, in appreciation of the pause, but really to reiterate that we need time to do this in a way that comports with due process, and especially given some of these factual issues that we've identified. So it's one thing to read 2,000 pages. It's another thing to sit down with your client, understand them better, and have the context around them. And so we're sort of right where we were, although actually I think a little bit better positioned in terms of a record at this point, counseling in favor of some meaningful amount of time to actually get ready to have a hearing that's going to stand up to any type of scrutiny. And then, quite frankly, it's only to comport with the New Hampshire Administrative Procedures Act and the various lottery regulations. So we need to get through the rest of the discovery. There's other third parties on this notion of...the description on the application of a charity consultant or something. I think that's what was on the last file, tax return. We need to speak to the preparer of that return and find out what the reason to that was. Obviously, it's called charitable gaming. There are perhaps reasonable explanations for...obviously, we still understand it is a weird, sort of almost never-never-land where gambling...casinos aren't legal, but charitable games of chance are. So, are you a casino operator or are you a consultant? Obviously, there's a big difference between, you know, an imprecise distinction and affirmative misrepresentation, and that's what we're trying to understand. But this is what we need to do. We certainly hope that the Attorney General's Office and the Commission recognize that these requests are reasonable and that they're justified and that we've demonstrated here our good faith. And, you know, we thought more about some of what you said at the last hearing, some of what we heard from Mr. Dell'Orfano about the urgency, but we just still don't see it on the urgency. On the other

side of things, whether it's the lottery's brand or the public's, you know, a sense of what's going on, the reality is the first letter accusing Mr. Sanborn of essentially defrauding the SBA is from October 3rd of 2022. The Lottery Commission's suitability report is March 13th of 2023, so it's 332 days to pass from the initial letter and 171 days after the first suitability report till the proposed findings are issued.

[00:10:00]

So the fact now that we're asking for a very limited amount of time, nowhere near that amount of time, to get our hands around this, we view as eminently justified and reasonable, especially under the reg, looking at the various, I don't want to start citing cases and stuff like that, but we have them if we need to. The times in which the superior court has intervened to say, hey, no, you need to follow your own regulations. You need to, you know, due process is meaningful, taking a license away implicates due process, all that sort of stuff. But we really prefer not to create a fire drill here and ask a court to stop this proceeding so that we can prepare meaningfully. We think we demonstrated that there has to be a reasonable solution somewhere in between, but we're just not, we're not gonna be ready.

MR. DELL'ORFANO: So I think that kind of comes back to what we discussed last week, the state's position. At the end of the day, it's a public protection situation. You know, we have an operator continuing to operate while everyone's waiting for a hearing to happen. I think that if there had been an anticipation that this hearing would take longer, it's possible that we may have moved to suspend the license and have the hearing within 10 days. But again, I think in retrospect, part of the reason we took so long with this process is because we needed to be certain that there were good grounds here to revoke that license. So I can't argue with Attorney Hafer at all regarding the timeframe. I can tell you though, when it was elevated at DOJ to be up to a priority, our folks moved as quickly as they could to request documents and review them. There was a significant delay in getting those documents from Mr. Sanborn. But once delivered, we reviewed them as quickly as we could and got out with a recommendation. And so at the end of the day, while we understand that there might be additional time needed for forensic accounting and things of that nature, I think that what the state's position is, is that those interests are subordinate to those of public protection and public safety. And so on those grounds, we would ask that the hearing move forward on October 3rd. In addition, one of the things that seems to keep coming up is this due process argument. While we agree that due process, there is a due process requirement, it's not as expensive as what it might be for a different kind of permit. So, here there's no appeal from the Attorney General's determination. There's no requirement in the statute that if you're going to revoke the permit, or excuse me, the license, based on the Attorney General's determination, that there even be a hearing under 541(a). We've extended that courtesy out of the notion that there needs to be some opportunity for Mr. Sanborn to come in and explain exactly what was going on. So, you know, unlike a few other cases out there where, you know, there's a very clear due process requirement, here the due process requirement is somewhat limited because the legislature, when it enacted this law, had determined that it was more important to protect the public safety through the determination and quick revocation

than it was to protect a privilege to operate a gambling establishment in the future. So, as I said, you know, the state's looking to move forward on the third.

MR. KATZ: I'd like to just respond to the last point. I do think that's sort of critical. So again, I'm just sort of ingesting this now. In putting the burden [PH 00:14:31] introductory section [INDISCERNIBLE 00:14:34] Mr. Dell'Orfano's desk, they're relying on 287(d)(11)(3). And that statute, as I read it, doesn't include the words "show cause." It doesn't say anything about burdens. It actually doesn't say anything about revoking a license. And if you compare that to the letter that Mr. Sanborn got, purportedly notified him about what actually would happen at a hearing, it's stating a different provision, which is 287(d)(23).

[00:15:00]

And that provision actually covers revoking a license. And that provision, unlike D11, one does have an appeal right. Although it's still not clear to me how the appeal right maps on to whether or not there's a right to a hearing. And then the separate provision, 541(a)(30) -- and sorry, the cite -- the reason I [INDISCERNIBLE 00:15:19] is important, if we're going to base this on the text of the statute, that says that an agency shall not -- no exceptions -- modify or revoke a license unless there is a hearing first. And so this is the first time we've heard that it sounds like the agent's position is no hearing is needed at all, which from our perspective would be, privileged or otherwise, a pretty remarkable interpretation of the law. And I'm happy to [PH 00:15:44] marshal it for as long as possible if we get to it, why we think that we're going to prove this, respectfully is completely backwards. But just looking at this here, it is conspicuous that the one statute cited doesn't say anything about revoking a license, whereas the statute that does talk about revoking a license says you have to show just cause. And then there are specific regulations saying what just cause actually looks like. And so we're not seeing anything -- I understand Mr. Dell'Orfano position that the legislature thought public safety was more important here. But that just strikes me as untethered from what the actual statute says. And I should say that if there actually was a public safety emergency, one, it's very hard to swear with the March 2023 suitability report and then a five month gap until actually telling Mr. Sanborn that this hearing was happening. And two, there is an obligation under the regulations -- again, not a permissive obligation, a mandatory obligation -- if there is an emergency, if there is no choice, the Lottery Commission has to immediately revoke the license. And we think it's telling that they didn't do that here. So either the Commission violated its own regulation or there's not an emergency. And we think it's much more likely that the latter is true than the former.

MADAME CHAIR: You referenced 287(d)(11) and 287(d)(23).

MR. DELL'ORFANO: So the state's position is that d(11) is the provision that reads -- and I don't have it in front of me, so I can't cite it verbatim -- but it reads to the extent that upon the determination by the Attorney General that someone is not suitable, they shall no longer hold a license. Now, that doesn't say that, oh, well, there's an opportunity to have a hearing and dispute the Attorney General's determination. It's -- let me just get my

glasses. Get my glasses out. Okay, so it reads, the Attorney General -- so this is about, I don't know, 2/3 of the way down in paragraph 3, bullet A -- "the Attorney General and Lottery Commission shall confirm and determine if, in their opinion, such person is suitable to be associated with charitable gaming in New Hampshire. And upon the determination that the person is not suitable, the person shall not be issued or continue to hold a license." And that's pretty clear. Now, in the letter that Attorney Katz is referring to, there are really two grounds available to revoke the license. The first is this language under 11. And the second is the language under 23 for just cause. And that is more or less for things like -- first off, all the facts in this case could also be just cause. On top of that, there were allegations made by the Attorney General that Win Win Win had failed to demonstrate financial stability by clear and convincing evidence. That would be a just cause reason for revoking the permit in and of itself, as well as some of the other behaviors that are not in keeping with what the state is looking for in terms of its casino operating licensees. But it's the D11 provision that is really the strongest statement by the Legislature concerning whether or not one has been found by the Attorney General and the Lottery Commission to be unsuitable, shall continue to hold the license, since this says they won't. And there is no appeal right from the Attorney General's determination. State's position that, you know, the license could have been revoked merely with a letter, but that we've given Mr. Sanborn the opportunity to come in and, you know, give his point of view.

[00:20:04]

MR. KATZ: I think there's a way to do this without torturing the statute that way, because if you look at 287(d)(23), what it says is the Lottery Commission -- not a private -- [Telephone rings] -- "The Lottery Commission may suspend or revoke the license of any licensee who violates any provision of this chapter or for just cause shown." So it doesn't say it may suspend or revoke the license of any licensee for just cause or a violation or for a lack of suitability. There are only two pathways. It's either a violation or just cause shown. And I should say just to back up, it's true that the 11 says "shall not hold a license," but statutes do that all the time. It doesn't say how the license should be removed. And it doesn't say when. And it doesn't specify any of the procedures that go into revocation. It's buried in half a sentence in a section on background investigations, not in an investigation conspicuously titled Penalties. So I think there's a way to do this, where you read both of them in harmony, which we understand to be a bedrock principle of New Hampshire statutory interpretation. You shouldn't read one provision that it's in conflict with another. And another way that is kind of an absurdity is that I understand their position, the moment that someone is found not suitable, they are instantaneously supposed to be deprived of a license. And every day that passes is a new emergency, which is, as I am hearing it now, what's justified going forward with the hearing, that we would have to have these given to you in about 48 hours. If that were the case, that would be reading the statute to immediately put the Lottery Commission into a crisis where it can either wait to make sure that they've comported with due process or break the law by not revoking someone's license, which to me doesn't make any sense, given that, again, here, the suitability determination was made in March, and this is now five months later. Just one last point on this. I heard Mr. Dell'Orfano could be separating out there's either

suitability or there's just cause. But that's not what's in the proposed findings of facts. I could just read one example of this. But throughout the proposed findings of facts, what it says is –

MADAME CHAIR: Post-proposed findings of facts.

MR. KATZ: The commission's Post-proposed findings of facts. What they say, even as it stands, under a suitability problem, so they say the Commission determines that as a matter of law, either the licensee, only Mr. Sanborn is suitable. So that's the suitability [INDISCERNIBLE 00:22:43] to be associated with charitable gaming in New Hampshire, and thereby, just cause exists. And so, it's not as if suitability is in one box, in which -- and again, just that would be an extraordinary power, if you used it to say you were not suitable, and there's no right to do anything, and you were deprived of a license that could be your livelihood. But it actually looks like it's the case, which is how I agree with the statute, and how I think it actually has to be read, is suitability, if you can prove that by a preponderance, which is not an especially demanding burden, you can demonstrate just cause at a hearing to remove someone's license, which would reconcile both 287(d)(11) and 287(d)(23). And I think now it feels to me, respectfully, that be these proposed findings that we've made an effort to situate this case within the statutory structure. And now we're hearing that actually, we don't need to do any of that. There's no human involved at all. Suitability [PH 00:23:43] syncs with these efforts. If that were the case, we'd need 48 hours now to adjust to a statutory structure, it's not even in the proposed findings we received last week.

MR. DELL'ORFANO: I'm a little bit confused by that line of thinking. There was an effort, from what I understand, in the event that suitability was problematic to use the same suitability factors as just cause to remove the permit. So there isn't a, "oh, well, you're found not suitable," and then there's a hearing to determine whether or not you're going to keep your permit. That isn't the purpose of the statute. The purpose of the statute is again, to protect the public and lotteries rules. There's a rule, there are actually two rules, and I don't have those citations with me. There are two actually lottery rules that, you know, mirror aspects of the statute. And, you know, they basically provide the same provisions that the statute does, that finding of no suitability, the Commission cannot issue a license and a licensee shall not hold a license.

[00:25:05]

And there is no provision under the statute to appeal the Attorney General's determination. So I think we're left in a situation where, well, gee whiz, I mean, if the Attorney General says they're not suitable, but, you know, for whatever reason, the Commission decides that that's not just cause, well, that person gets to keep their license. And that's, you know, statutory construction in the state also, you know, looks out for illogical conclusions. So, I mean, realistically, if we had to establish revocation under (d)(23), it would mean that the Attorney General's determination would just be a factor in that revocation, when in fact, (d)(11) makes it very clear that if the Attorney General says they're not suitable, that is *the* determination, that is *the* reason for revoking a permit.

There is no other, there is nothing else the Attorney General needs to go through in order to substantiate that determination. There's no appeal from that determination. If the Legislature wanted an appeal, they would put it in the statute. So a lot of cases in New Hampshire on that very point. There's also a lot of cases on New Hampshire that revolves around the idea that, when due process is unclear, more due process is better than less. And so when it was discussed among the division to move forward with some kind of hearing, a lot of thought was given as to what kind of hearing was required. Now, Mr. Sanborn's counsel would have you believe that we have to essentially convict him at some kind of licensing hearing, when in actuality, the way that the law is structured, we're being somewhat gracious in giving him the opportunity to come and present his case, rather than simply revoking the license, because our burden is very, very low on suitability. It is a decision that can be made by the Attorney General and the Lottery Commission, based on the factors in RSA 287(d)(11). And some of those factors include the way that Mr. Sanborn does business, potential criminal activity, and other factors that have been shown in, or at least described in the notice that's gone out. So, we're kind of taken aback a little bit that there's some kind of expectation that the State has to put on some sort of evidentiary presentation, and has some sort of burden to demonstrate that revocation is appropriate, given the Attorney General's suitability determination. So, if that was the intent of the Legislature, they didn't make it clear.

MR. KATZ: I think they made it absolutely unescapably crystal clear when they put a right to an appeal in (d)(23), which I understand, and I've read the regs cover to cover, I've read the statute cover to cover, it's the only place that talks about revoking a license. And again, this would just be tremendous violence to not only this statute, but also the APA, which I haven't heard an answer from Mr. Dell'Orfano on how this squares with the provision in the APA that says you may not do anything to someone's license until you have a hearing, which in order for their position to work, that has to be completely taken off the table. I should say that, again, it says that if you are found not suitable, you shall not hold a license. And then you look to a different provision of the statute, which actually deals with, okay, what do we need to do to take this license away? And again, and Mr. Dell'Orfano can correct me if I'm wrong, but my understanding is that they just need to follow their own regulations. And there are regulations, and I can cite them to you now if you'd like, that talk about... The only regulation that talks about a burden of proof is a regulation that says you have to prove any factual assertion by a preponderance of the evidence. And it's not an especially demanding burden. We're not asking for a trial. But it has to be more than just on a whim, you could say to someone is not suitable, no hearing, and take their license away. To put that in perspective, it's not as if suitability exists in the ether. Suitability has to be backed by some factual assertion. And so it'd be like saying in a criminal case, it's true that we have to show guilt, the facts beyond guilt, beyond a reasonable doubt, but guilt itself is like a separate showing that requires nothing. Suitability is the bottom line that you can show through underlying predicate facts. If we don't have an opportunity for the commission to make their showing and us to make our counter showing, this hearing isn't really affording any due process at all. And again, Mr. Dell'Orfano is talking about what the Legislature did, but I haven't seen any point to any part of the statute that actually for one could reconcile with 541(a)(30) which says you can't do anything unless you have a hearing. And 287(d)(23) which talks about

actual revocation being demonstrated by just cause, not to mention the regulations, which based on the discussion last time, I took it to mean from Mr. Dell'Orfano that his view is that the regulations don't really apply to the commission, they apply more to private hearings.

[00:30:08]

But I looked back, and the quote I sent said instead is right at the start of the Lottery Commission regulations, and this is Lot 200. This chapter provides procedural rules for the conduct of hearings before the New Hampshire Lottery Commission. (Phone ringing) There's no exception for the Lottery Commission itself. And it's sort of counterintuitive to think that when you're wielding the force of the State, you would have less of a due process protection afforded to someone who's defending themselves in a private action. So I'm finding that sort of difficult to square with their position. And one last point, and then I will stop. The rights of force in the APA are a floor...

MADAME CHAIR: Can I stop you there? What is the APA?

MR. DELL'ORFANO: It's RSA 541(a).

MADAME CHAIR: What?

MR. KATZ: Administrative [INDISCERNIBLE 00:30:57], sorry.

MADAME CHAIR: Okay, the acronyms drive me crazy.

MR. KATZ: Yeah, I know, I should have...I should have known before I got into acronym land. The APA is a floor and not a ceiling on the procedures afforded to respondents. And so what I mean by that, I can cite the regulations to you now, although it might be easier to put this in writing. Let me make sure I give you the right information. Okay, so RSA 541(a)(16) tasks each agency with having to go and adopt rules for formal and informal procedures. And then RSA 541(a)(30), middle 3(d), provides that all administrative proceedings must, or all agencies must adopt rules for administrative proceedings that regulate the burden of proof. And then if you look at the appendix to Lot 200, those are the regulations of the lottery provision. It said that it is implementing those two regulations. And so it's not as if the APA is completely separate from the regulations the Lottery Commission has itself adopted. The Lottery Commission said, we are adopting these rules as passed by the legislature in the APA. And then if you look at Lot 216.02, that is the only provision in the entire lottery set of regulations that deals with burden of proof. And with that said, any party with a factual assertion or legal assertion has to meet that by preponderance of the evidence, which means more likely than not. It's not beyond reasonable doubt. It's not... I mean, looking at this proposed order for these cases, the Commission said that Mr. Sanborn had to demonstrate something by clear and convincing evidence. I promise you the words "clear and convincing evidence" are nowhere to be found in Lot 800, in Lot 7200, in RSA 287(b). And so the only provision that actually deals with burden of proof is sort of shouted out

that the burden of proof is to supplement the evidence with any factual assertion. And suitability is a factual assertion. If it's not, I don't know what else it could be.

MR. DELL'ORFANO: I think the problem that Mr. Sanborn has in this particular case is that suitability is left to the determination of the Attorney General. It's not something that -- the Attorney General is not subject to the lottery's rules. So at the end of the day, he makes a suitability determination. That's as good as gold in this case.

MR. KATZ: Is the Attorney General exempt from the APA?

MR. DELL'ORFANO: Well, I want to go back to that for a second, because there's case law in this state that talks about instances where an adjudicatory hearing is actually required under the -- in accordance with the APA is actually required. And this isn't one of those situations. So if the Attorney General's suitability determination was to be subject to an appeal or any sort of hearing, then the statute would have said so. It doesn't say that.

MR. KATZ: But the suitability determination means nothing in the abstract. The thing that Mr. Sanborn is upset about is the revocation of his license. And the revocation of his license, absolutely 100% under 287(b)(23) is subject to an appeal.

MR. DELL'ORFANO: So let's walk that forward. So these licenses expire annually. And so it's almost October. So using that rationale, we --

MR. KATZ: Just to be clear on that rationale, I'm just reading off the website.

MR. DELL'ORFANO: I mean, it sounds like an argument. So using that rationale, what happens on December 31st with the Attorney General's suitability determination that he's not suitable? What happens at that point?

MR. KATZ: He would not be issued a new license.

MR. DELL'ORFANO: That's right.

MR. KATZ: But there's no provision specifically dictating how you have to act. Well, there's no provision detailing the hearing you have to have for issuing a license. There's a hearing that you have to go through to revoke a license.

[00:35:10]

MR. DELL'ORFANO: But the commission is forbidden from issuing a license to someone who has an adverse suitability determination.

MR. KATZ: But we're not talking about issuing a license. We're talking about revoking a license.

MR. DELL'ORFANO: But here's the thing, is that we can just wait around for three months. And we can't issue him a license again because of this adverse suitability determination.

MR. KATZ: nothing else, I hope that our presentation has convinced how much three months would be valuable to us.

MADAME CHAIR: How did I know you were going to say that?

MR. DELL'ORFANO: Well, I'll tell you that our position is that the Attorney General's duty under the statute, the Commission's duty under the statute, is very clear. "Shall not hold a license." The license needs to go.

MR. KATZ: And then how do you do that? I mean, that's how government works. You confer power, and then you constrain it.

MR. DELL'ORFANO: I understand how government works.

MR. KATZ: So the conferral of power was the right to determine whether someone is suitable, and the constraint is, if you're going to revoke it, there's a provision that says penalties, you can revoke it either for a violation or just cause. Okay? And so which one is suitability?

MR. DELL'ORFANO: Well, see, suitability is neither of those. Suitability is grounds by itself to revoke under (d)(11). That's our argument.

MR. KATZ: I guess where's the word "revoke" in (d)(11)?

MR. DELL'ORFANO: Well, "shall not hold."

MR. KATZ: That's different than "revoke."

MR. DELL'ORFANO: Okay.

MR. HAFER: And the other thing on the facts here, which Mr. Dell'Orfano talked about, you know, they moved as quickly as they could once this landed on their desk. We didn't cite the amount of time from the initial October 2022 letter to the March 2023 determination to the proposed fact findings to criticize it in any way. It's reflective of the amount of time it takes one in a complicated matter to have completed their job. We're not asking for remotely that much time. We agree December 31st, you know, there's gonna be a renewal problem, no doubt. We didn't even ask for December 31st. And what we've tried to demonstrate today is that we're moving as fast as humanly possible. Nobody wants to hear stories about all the other matters and stuff people have, all the lawyers, all busy people have lots of things. But we have moved mountains to get as far as we've gotten in five days and just continue to believe that everyone will benefit with some reasonable amount of time, especially given some of the [PH 00:37:45] valuable

points that you've identified, as quickly as you've identified, but they're not fully developed, and I don't, I'm not saying they're not fully developed, they're not fully developed.

MADAME CHAIR: Okay.

MR. DELL'ORFANO: I have the state's position that the third is when it should be.

MADAME CHAIR: Okay.

MR. KATZ: If I could just, give me one second here. The words "show cause," how it's here, before me and now in this pre-hearing order, and that is another phrase that I would challenge the AG or the Commission to find anywhere in the lottery regulations or in the lottery statute. Forcing a licensee to show cause is a pretty significant power. It's not there, and we're telling you that when it is there, it's there expressly in other statutes, and so RFA 361-83, RFA 397-18, these are agency statutes governing other agencies. And here it says expressly, if you're going to do this, you can force a licensee to show cause. And again, maybe I'm misunderstanding how statutory interpretation works in New Hampshire, but my understanding is that when the legislature uses certain words someplace, and different words in other places, it's intended to have some meaning. So if they're saying in this setting, you can show cause, or force someone to show cause so they shouldn't have a license, and then this other one, they're not saying that, it seems like a pretty compelling evidence in the latter setting, there's no vehicle for a just cause or a show cause setting.

MADAME CHAIR: Being a non-lawyer, show cause is a term of art for me. I understand what you're saying. Okay. I want to review all of this and get back with you

MR. HAFER: Perfect. Thank you, Madame Chair.



I, Anders Nelson, hereby certify that “Sanborn Pre Hearing Recording 9-27-23” is, to the best of my knowledge and belief, a true and accurate transcription of the recorded proceeding.

Anders Nelson

Anders Nelson
Project Manager

October 9, 2023

Exhibit L

THE STATE OF NEW HAMPSHIRE
LOTTERY COMMISSION

Lot 23-018

IN THE MATTER OF:

WIN WIN WIN, LLC, d/b/a "CONCORD CASINO,"
(FAC-00074 and GOE-00079),
67 N. Main Street
Concord, NH 03301,
(the "Licensee")

PRE-HEARING ORDER

After consideration of the arguments made by both parties at the Pre-Hearing Conference on September 22, 2023, and September 27, 2023, the Commission rules as follows:

1. The Licensee's oral motion for a time extension is granted in part. The Commission agrees that just cause has been shown to allow the Licensees' attorneys additional time to prepare for the hearing. The Commission does not agree that the two-month extension requested is reasonable in light of the fact that the Licensee has been on notice of the findings of suitability since August 31, 2023, that the Licensee has the documents that were used to determine suitability, and that only three months remain on the license at issue in this matter. Accordingly, the Commission finds that a ten-day continuance balances the need of the Licensee to prepare with the Investigation and Compliance Division's interest in a speedy resolution of this matter. The Commission will reschedule the hearing for October 13, 2023, and will send an additional notice with the specific date and location of the hearing.

2. The Commission orders that the parties submit written briefs on the issue of whether the Commission must hold a hearing in accordance with RSA 287-D:23 to revoke the

license due to a finding of non-suitability. Briefs should not exceed 5 pages in length and must be submitted electronically to the Commission before 4:00 p.m. on Thursday, October 5, 2023.

3. The Parties shall submit witness and exhibit lists by Friday, October 6, 2023.

SO ORDERED.

NEW HAMPSHIRE LOTTERY COMMISSION

9/28/23
Date

Debra M. Douglas
Debra M. Douglas, Chairman

Exhibit M

Katz, Adam M.

From: Dell'Orfano, Mark <Mark.W.DellOrfano@doj.nh.gov>
Sent: Tuesday, October 3, 2023 11:45 AM
To: Knights, Mark
Subject: RE: IMO Win Win Win, LLC, et al. (Lot 23-018) - Division's Proposed Pre-Hearing Order

Hi Mark:

10:00 a.m. tomorrow works for me.

The Division will not assent to your client's motion. The Division contends that the Chair sought consent for recording from counsel on the basis that the recordings would be for the Chair's personal use only and would not serve as a record, official or otherwise, of the pre-hearing conference.

Kindly,
Mark

Mark W. Dell'Orfano

Assistant Attorney General

Direct: 603.271.1236

Email: mark.w.dellorfano@doj.nh.gov

New Hampshire Department of Justice

Civil Law Bureau

33 Capitol St., Concord, NH 03301

Office: 603.271.3658 | Fax: 603.271.2110

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From: Knights, Mark <mknight@nixonpeabody.com>
Sent: Tuesday, October 3, 2023 10:23 AM
To: Dell'Orfano, Mark <Mark.W.DellOrfano@doj.nh.gov>
Subject: RE: IMO Win Win Win, LLC, et al. (Lot 23-018) - Division's Proposed Pre-Hearing Order

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Hi Mark,

I'm tied up this afternoon, but I'm free before 11 tomorrow morning. How about 10 am?

Part of the reason I was reaching out was to let you know we anticipate filing a motion today for access to the recordings that were made of the pre-hearing conferences. I know you've had some back-and-forth with Zach about that already, but would you assent to such a motion?

Thanks very much,

Mark

Mark T. Knights

Partner

Nixon Peabody LLP

O 603-628-4027 | C 603-785-8727

Ride for Resilience: On October 13, I'll be cycling 100 miles across New Hampshire to raise funds for the NH Children's Trust, the state's leading child abuse and neglect prevention organization. Learn more and donate at <https://www.pledgereg.com/382901>.

From: Dell'Orfano, Mark <Mark.W.DellOrfano@doj.nh.gov>

Sent: Tuesday, October 3, 2023 9:53 AM

To: Knights, Mark <mknights@nixonpeabody.com>

Subject: RE: IMO Win Win Win, LLC, et al. (Lot 23-018) - Division's Proposed Pre-Hearing Order

Hi Mark:

My apologies for not getting back to you sooner. Would a call at 1:00 p.m. today work for your schedule? If not, I am available this afternoon until 3:00 p.m. and any time tomorrow morning.

Best,
Mark

Mark W. Dell'Orfano

Assistant Attorney General

Direct: 603.271.1236

Email: mark.w.dellorfano@doj.nh.gov

New Hampshire Department of Justice

Civil Law Bureau

33 Capitol St., Concord, NH 03301

Office: 603.271.3658 | Fax: 603.271.2110

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From: Knights, Mark <mknights@nixonpeabody.com>

Sent: Monday, October 2, 2023 12:00 PM

To: Dell'Orfano, Mark <Mark.W.DellOrfano@doj.nh.gov>

Subject: RE: IMO Win Win Win, LLC, et al. (Lot 23-018) - Division's Proposed Pre-Hearing Order

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Hi Mark – just left you a VM. I'm hoping to catch up with you briefly. Is there a good time to talk today?

Looking forward to working with you on this.

Best,
Mark

Mark T. Knights

Partner

Nixon Peabody LLP

O 603-628-4027 | C 603-785-8727

Ride for Resilience: On October 13, I'll be cycling 100 miles across New Hampshire to raise funds for the NH Children's Trust, the state's leading child abuse and neglect prevention organization. Learn more and donate at <https://www.pledgereg.com/382901>.

From: Hafer, Zach <ZHafer@cooley.com>

Sent: Monday, October 2, 2023 10:24 AM

To: Dell'Orfano, Mark <Mark.W.DellOrfano@doj.nh.gov>; Crockett, Kelly <Kelly.A.Crockett@lottery.nh.gov>

Cc: Katz, Adam M. <akatz@cooley.com>; Conforti, John <John.J.Conforti@lottery.nh.gov>; Knights, Mark <mknights@nixonpeabody.com>

Subject: RE: IMO Win Win Win, LLC, et al. (Lot 23-018) - Division's Proposed Pre-Hearing Order

[EXTERNAL E-MAIL]

Be Aware of Links and Attachments

Thank you, Mark.

Also, please find attached a Notice of Appearance for attorney Mark T. Knights, copied here, who is being added as counsel for Win Win Win, LLC d/b/a/ "Concord Casino" and Anthony M. Sanborn.

Best,

Zach

Zachary R. Hafer

Cooley LLP

Boston, MA

Cell: (781) 771-3785

Bio: www.cooley.com/people/zachary-r-hafer

From: Dell'Orfano, Mark <Mark.W.DellOrfano@doj.nh.gov>

Sent: Monday, October 2, 2023 10:08 AM

To: Hafer, Zach <ZHafer@cooley.com>; Crockett, Kelly <Kelly.A.Crockett@lottery.nh.gov>

Cc: Katz, Adam M. <akatz@cooley.com>; Conforti, John <John.J.Conforti@lottery.nh.gov>

Subject: RE: IMO Win Win Win, LLC, et al. (Lot 23-018) - Division's Proposed Pre-Hearing Order

[External]

Hi Zach:

I do not represent Chair Douglas in the Concord Casino proceedings, just the Investigation and Compliance Division. Nevertheless, I will forward your letter to the Lottery Commission's legal counsel.

Kindly,
Mark

Mark W. Dell'Orfano
Assistant Attorney General
Direct: 603.271.1236
Email:
mark.w.dellorfano@doj.nh.gov

**New Hampshire Department of
Justice**
Civil Law Bureau
33 Capitol St., Concord, NH 03301
Office: 603.271.3658 | Fax:
603.271.2110

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From: Hafer, Zach <ZHafer@cooley.com>
Sent: Sunday, October 1, 2023 8:55 PM
To: Dell'Orfano, Mark <Mark.W.DellOrfano@doj.nh.gov>; Crockett, Kelly <Kelly.A.Crockett@lottery.nh.gov>
Cc: Katz, Adam M. <akatz@cooley.com>; Conforti, John <John.J.Conforti@lottery.nh.gov>
Subject: RE: IMO Win Win Win, LLC, et al. (Lot 23-018) - Division's Proposed Pre-Hearing Order

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Thanks Mark.

Please find the attached preservation notice. Should we choose to file a motion to obtain the recordings, is it safe to assume you will oppose that?

Best,

Zach

Zachary R. Hafer
Cooley LLP
Boston, MA
Cell: (781) 771-3785
Bio: www.cooley.com/people/zachary-r-hafer

From: Dell'Orfano, Mark <Mark.W.DellOrfano@doj.nh.gov>
Sent: Saturday, September 30, 2023 12:14 PM
To: Hafer, Zach <ZHafer@cooley.com>; Crockett, Kelly <Kelly.A.Crockett@lottery.nh.gov>
Cc: Katz, Adam M. <akatz@cooley.com>; Conforti, John <John.J.Conforti@lottery.nh.gov>
Subject: Re: IMO Win Win Win, LLC, et al. (Lot 23-018) - Division's Proposed Pre-Hearing Order

[External]

Hi Zach:

Thank you for your message.

I realize that I may have been unclear in my last message. Pre-hearing conferences are governed under RSA 541-A:31, V and N.H. Admin. R., Lot 210.05. I will leave it to your team to puzzle out what the legislature meant by “informal prehearing conferences.”

Motions in administrative actions must be made in accordance with N.H. Admin. R., Lot 209.01. I have yet to read any motion made by your client in this action.

Disputes over motion practice and whether statements made at pre-hearing conferences are or should be part of the formal record in an administrative action are almost unheard of. Perhaps it is time for your client to consider adding a New Hampshire practitioner to the legal team.

Kindly,
Mark

-

Mark W. Dell’Orfano
Assistant Attorney General
Tel: 603.271.1236
Email: mark.w.dellorfano@doj.nh.gov

New Hampshire Department of Justice
Civil Law Bureau
Office of the Attorney General
33 Capitol St.
Concord, NH 03301
Main: 603.271.3658 | Fax: 603.271.2110

-Sent from my phone.

From: Hafer, Zach <ZHafer@cooley.com>
Sent: Friday, September 29, 2023 6:05:36 PM
To: Dell’Orfano, Mark <Mark.W.DellOrfano@doj.nh.gov>; Crockett, Kelly <Kelly.A.Crockett@lottery.nh.gov>
Cc: Katz, Adam M. <akatz@cooley.com>; Conforti, John <John.J.Conforti@lottery.nh.gov>
Subject: RE: IMO Win Win Win, LLC, et al. (Lot 23-018) - Division's Proposed Pre-Hearing Order

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Mark –

Thanks for your email.

- Our email to Ms. Crockett was not a formal request under Lot 215.01. We were simply asking for a recording of the conferences, which we understood were being recorded for all parties. Had we known otherwise, we would have recorded the conferences on our own. *See, e.g.*, RSA 541-A:31, VII (permitting “[a]ny party” to “record an oral proceeding”).
- Neither RSA 541-A:31, V(b) (the provision I assume you intended to cite), or the APA or NHLC regulations refer to pre-hearing conferences as being “off the record.” Moreover, during the proceedings on September 22 and 27, you asked Ms. Crockett to go “off the record.” If those sessions weren’t on the record, why did you ask to go off?
- RSA 541-A:31, VI states that “[t]he record in a contested case shall include ... motions and objections.”
 - On September 22 and 27, we made and renewed “[o]ral motions,” pursuant to Lot 209.01(b) and Lot 214.01(b).
 - Lot 207.04(c) states that all “materials submitted in a proceeding shall be kept in the hearing record in the main office of the commission.” The word “proceeding” covers more than just the hearing, *see* Lot 202.01(g) (“‘Hearing’ means a component of a proceeding...”), and our oral motions are “materials submitted” in the “proceeding[s].” Given this, and the fact that “property” is not referenced in the NHLC regulations, what is the basis for your claim that the recordings are Chair Douglas’s personal property?
- We are not asking to admit the recordings as evidence at this point —we are simply asking for copies of them. In any event, the recordings are likely admissible, given that Lot 216.04(c) states that “[a]ll documents, materials and objects offered as exhibits shall be admitted into evidence unless excluded by the presiding officer as irrelevant, immaterial, unduly repetitious or legally privileged.”
- Am I right to assume by your email that you oppose our request for the recordings? If yes, on whose behalf are you opposing?
- Finally, your email cites the APA (Chapter 541-A) as authority. On September 27, however, you stated that RSA 541-A:30, II, which requires a pre-revocation hearing, does not apply. Could you help us reconcile that? If you agree that RSA 541-A:30, II requires a hearing, should we make a joint submission to avoid unnecessary briefing?

Given the tight timeline we’re on, we ask that you respond to the above by 4:00 p.m. ET on Monday so we can decide whether to file a motion to compel pursuant to Lot 215.01.

Best,

Zach

Zachary R. Hafer
Cooley LLP

Boston, MA
Cell: (781) 771-3785
Bio: www.cooley.com/people/zachary-r-hafer

From: Dell'Orfano, Mark <Mark.W.DellOrfano@doj.nh.gov>
Sent: Thursday, September 28, 2023 6:41 PM
To: Hafer, Zach <ZHafer@cooley.com>; Crockett, Kelly <Kelly.A.Crockett@lottery.nh.gov>
Cc: Katz, Adam M. <akatz@cooley.com>; Conforti, John <John.J.Conforti@lottery.nh.gov>
Subject: RE: IMO Win Win Win, LLC, et al. (Lot 23-018) - Division's Proposed Pre-Hearing Order

[External]

Hi Zach:

In your message to Kelly, you refer to the pre-hearing conference on Sept. 22, continued to Sept. 28, as “two hearings.” Under New Hampshire law, a pre-hearing conference in an administrative action is not a hearing. Instead, it is an opportunity for the parties and their counsel to meet informally for an open and frank discussion of the details of a pending matter and to entertain settlement discussions. See RSA 541-A: V(b) (2021) (“[i]n order to facilitate proceedings and encourage informal disposition, the presiding officer may [...] schedule one or more informal prehearing conferences prior to beginning formal proceedings.”). Accordingly, statements made during a pre-hearing conference are not “on the record” and except in extraordinary circumstances, cannot be introduced as evidence in the pending administrative proceedings or collateral actions.

It was my understanding that Chair Douglas’s recordings of the pre-hearing conference were prepared by her for her personal use only. Therefore, it seems to me that Chair Douglas’s recordings are the property of Chair Douglas and not the State.

Kindly,
Mark

Mark W. Dell’Orfano
Assistant Attorney General
Direct: 603.271.1236
Email: mark.w.dellorfano@doj.nh.gov

New Hampshire Department of Justice
Civil Law Bureau
33 Capitol St., Concord, NH 03301
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From: Hafer, Zach <ZHafer@cooley.com>
Sent: Thursday, September 28, 2023 8:31 AM
To: Crockett, Kelly <Kelly.A.Crockett@lottery.nh.gov>; Dell'Orfano, Mark <Mark.W.DellOrfano@doj.nh.gov>
Cc: Katz, Adam M. <akatz@cooley.com>; Conforti, John <John.J.Conforti@lottery.nh.gov>
Subject: RE: IMO Win Win Win, LLC, et al. (Lot 23-018) - Division's Proposed Pre-Hearing Order

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Good Morning Kelly,

As I mentioned on the way out yesterday, we would like to get copies of the recordings of each of the two hearings, and any written summaries or transcripts that you may have created. Please let me know if you need something more formal from us to do that, or whether this email is sufficient.

Also, if you have a sense as to when we might hear from Chair Douglas regarding our request to continue the hearing date, could you let us know?

Many thanks,

Zach

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Bio: www.cooley.com/people/zachary-r-hafer

From: Crockett, Kelly <Kelly.A.Crockett@lottery.nh.gov>
Sent: Wednesday, September 27, 2023 1:28 PM
To: Dell'Orfano, Mark <Mark.W.DellOrfano@doj.nh.gov>
Cc: Hafer, Zach <ZHafer@cooley.com>; Katz, Adam M. <akatz@cooley.com>; Conforti, John <John.J.Conforti@lottery.nh.gov>
Subject: RE: IMO Win Win Win, LLC, et al. (Lot 23-018) - Division's Proposed Pre-Hearing Order

[External]

Thank you, Mr. Dell'Orfano.

Thank you,
Kelly Crockett, BS.
Executive Administrative Assistant II
NH Lottery Commission
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Concord, NH 03301
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" A People without the Knowledge of their past history, origin, and culture is like a tree without roots"
-Marcus Garvey-

From: Dell'Orfano, Mark <Mark.W.DellOrfano@doj.nh.gov>
Sent: Wednesday, September 27, 2023 1:17 PM
To: Crockett, Kelly <Kelly.A.Crockett@lottery.nh.gov>
Cc: Hafer, Zach <ZHafer@cooley.com>; Katz, Adam M. <akatz@cooley.com>; Conforti, John <John.J.Conforti@lottery.nh.gov>
Subject: IMO Win Win Win, LLC, et al. (Lot 23-018) - Division's Proposed Pre-Hearing Order

Hi Kelly:

Attached to this message, please find for filing in the above matter, the I&C Division's proposed pre-hearing order for discussion this afternoon.

Thank you,
Mark

Zach, Alex:

We're putting in the attached proposed order for discussion this afternoon. My apologies for not getting this to you sooner.

Best,
Mark

Mark W. Dell'Orfano
Assistant Attorney General

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Exhibit N

THE STATE OF NEW HAMPSHIRE

LOTTERY COMMISSION

IN THE MATTER OF:

WIN WIN WIN, LLC, d/b/a "CONCORD CASINO"

(FAC-00074 and GOE-00079)

Docket No. Lot 23-018

MOTION FOR RECORDINGS OF PRE-HEARING CONFERENCES

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Counsel to Win Win Win, LLC d/b/a "Concord Casino" and Anthony M. Sanborn

Respondents Win Win Win d/b/a “Concord Casino” and Anthony M. Sanborn hereby move pursuant to N.H. Admin Lot (“Lot”) 209.01 and Lot 215.02 to compel the New Hampshire Lottery Commission (“NHLC”) and/or Chair Debra M. Douglas to provide Respondents with recordings of the pre-hearing conferences held on September 22 and September 27, 2023.

BACKGROUND

On September 22, 2023, undersigned¹ appeared for a pre-hearing conference in this matter. Before the conference began, Chair Douglas confirmed that all parties were comfortable with the Chair’s assistant recording the conference. At the start of the conference, Respondents made an oral motion to postpone the October 3, 2023 hearing date until December 3, 2023. The conference lasted an hour and focused almost entirely on Respondents’ motion. At the end of the conference, the Assistant Attorney General (“AAG”) representing NHLC stated: “Let’s go off the record.”

On September 27, 2023, undersigned appeared for another pre-hearing conference to further discuss Respondents’ motion for a postponement. Again, the Chair confirmed that all parties were comfortable with the Chair’s assistant recording. At that conference, Respondents made a second oral motion regarding whether they were entitled to a pre-revocation hearing and the appropriate legal burden at such a hearing. The September 27 conference lasted an hour and, like the September 22 conference, focused almost entirely on a discussion of Respondents’ motions. At the end of the conference, the AAG again asked to go “off the record.”

On the way out of the September 27 conference, undersigned advised the Chair’s assistant that Respondents would be sending an email to request copies of the recordings of the September 22 and 27 conferences (the “Recordings”). On September 28, Respondents emailed the Chair’s assistant—copying the AAG—to request the Recordings.

¹ This motion uses “undersigned” as shorthand. To be clear, however, attorneys Zachary Hafer and Adam Katz attended the September 22 and 27, 2023 conferences; Kaitland Kennelly and Mark Knights did not.

Later that evening, the AAG responded to the email requesting the Recordings. Ex. A. In that response, the AAG appeared to take issue with Respondents obtaining the Recordings, but it was not clear whether he was objecting or on whose behalf he was doing so. The AAG also claimed that pre-hearing conferences were not “on the record,” “cannot be introduced as evidence,” and were the “personal” “property” of the Chair and “not the State.” *Id.*

In a responsive email the next day, September 29, Respondents asked the AAG, among other things, if he objected to Respondents’ request for the Recordings, and, if so, on what basis and on whose behalf. *Id.* In an email the following day, September 30, the AAG did not answer that question. *Id.*

On October 1, Respondents sent a Preservation Notice regarding the Recordings. Ex. B. In response to the Preservation Notice, the AAG noted that he represents a division of NHLC, but does not represent the Chair (who presumably oversees that division). Ex. A. The AAG declined to say whether he opposes Respondents’ request for the Recordings. *Id.*

On October 3, after additional attempts by Respondents to ascertain the AAG’s position on this motion, the AAG responded: “The Division will not assent to your client’s motion. The Division contends that the Chair sought consent for recording from counsel on the basis that the recordings would be for the Chair’s personal use only and would not serve as a record, official or otherwise, of the pre-hearing conference.” *Id.* The AAG did not cite to any statute, regulation, or case law in support of this position. This motion followed.

ARGUMENT

I. Respondents Are Entitled to the Recordings Because They are Part of the Record

Respondents are entitled to the Recordings because they are part of the record. Under the Administrative Procedure Act (“APA”), the “record in a contested case”—which this case is—“include[s] ... motions.” RSA 541-A:31, VI. And under NHLC regulations, “[o]rders, notices,

written documents, and all other materials submitted in a proceeding shall be kept in the hearing record.” Lot 207.04. When the APA and NHLC regulations refer to the “proceeding,” they refer to more than just the hearing. *See, e.g.*, RSA 541-A:1, I (defining “[a]djudicative proceeding” to cover all “procedure[s] to be followed in contested cases”); Lot 202.01(g) (defining “[h]earing” as a “component of a proceeding”); RSA 541-A:31, VII (differentiating between the “hearing” and “proceeding”). Motions made in proceedings can be made orally. Lot 209.01(b), Lot 214.01(a).

Here, Respondents made an oral extension motion during the September 22 conference, renewed that motion at the September 27 conference, then made a further motion at the September 27 conference to challenge NHLC’s disclaiming of the right to a hearing and misconception that the burden of proof is on Respondents. At both conferences, the Chair heard extended argument. On September 28, the Chair issued a Pre-Hearing Order that ruled on Respondents’ “oral motion for a time extension,” and deferred ruling on Respondents’ motion regarding the right to a hearing and burden, pending further briefing. Pre-Hearing Order at 1–2. In sum, both conferences were devoted near-exclusively to Respondents’ motions and argument on those motions. Under RSA 541-A:31, VI and Lot 207.04(c), those motions and the related argument qualify both as “motions” and “material submitted in a proceeding.” They are thus part of the record.

Tellingly, the AAG—a seasoned New Hampshire practitioner—asked to go “*off* the record” at the close of both conferences. Of course, one cannot go “off the record” if the record is not “on” to begin with. As such, the AAG’s requests to go “off the record” are further evidence that all parties assumed that both conferences were on the record. At minimum, the AAG’s requests to go “off the record” belie the AAG’s position stated on October 3 that the “recordings ... would not serve as a record.” Ex. A.

II. Respondents Are Entitled to the Recordings Under Lot 215.01 and 215.02

Even if the Recordings were not part of the record, they would still be discoverable. NHLC

regulations instruct parties to produce “information or documents relevant to the hearing.” Lot 215.01(a). The touchstone is *relevance* and it is easily established here. Both conferences involved substantial discussions of, *inter alia*, the process that will be afforded to Respondents (if any) and the views of NHLC and the Attorney General (“AG”) regarding Respondents’ ongoing licensure. Those discussions are relevant twice over. *First*, because they include NHLC’s and the AG’s view as to Respondents’ suitability—the subject of this matter. *Second*, because they include material that Respondents have a right to cite in further motions or on appeal. For instance, if NHLC’s reasons for expediting these proceedings are inconsistent, those inconsistencies would be relevant to Respondents (a) arguing that the State lacks a reasonable basis to rush, (b) potentially filing a renewed motion for an extension, and (c) potentially challenging rulings on appeal. Likewise, if NHLC’s forthcoming brief on the right to a hearing and burden of proof departs from statements made at the September 27 conference, Respondents are entitled to make that point.

Limiting Respondents’ ability to make relevant arguments in their defense, or even to have a record of their own motions, would pose grave due process concerns. The Supreme Court has held that “revocation” of a license “may have severe repercussions” on one’s “livelihood” that result in “immediate and irreparable harm.” *Thompson v. New Hampshire Bd. Of Medicine*, 143 N.H. 107, 108–11 (1998). If agencies do not self-correct due process violations in revocation proceedings, it is “appropriate for the superior court to have equitable jurisdiction to review the lawfulness of [agency] proceedings prior to the imposition of a disciplinary sanction.” *Id.* at 111. Denying Respondents’ access to discovery relevant to mounting their defense would force Respondents to seek emergency relief from the judiciary.

III. Respondents Are Entitled to the Recordings as a Matter of Equity

Even if the APA and NHLC regulations did not entitle Respondents to the Recordings (they do), equity would compel producing the Recordings. There is no good reason to deny Respondents

the Recordings and allowing such access would harm no one. Whether or not the Recordings become evidence in this or another proceeding, Respondents are entitled to a copy of their own oral motions and the arguments submitted on those motions. Further, like the AAG, Respondents understood that the Recordings were part of the record and were being made for the benefit of *all* parties. Had Respondents known they would potentially be denied the Recordings, Respondents would have “record[ed]” the “oral proceeding[s],” as they are entitled to do. RSA 541-A:31, VII.²

Meanwhile, granting Respondents access to the Recordings would cause no prejudice to NHLC. There were no confidential discussions at either of the conferences. Nor can NHLC credibly claim that they thought their statements at the conferences were made “off the record,” given that their counsel asked to go “off the record” at the *end* of the proceedings. Importantly, Respondents are not asking NHLC to create a transcript or any other summary, but simply to provide copies of pre-existing audio files. Upon receipt of the Recordings, Respondents agree to have the audio transcribed, at Respondents’ expense, and provide courtesy copies to all parties. Under these circumstances, it is hard to conceive of any basis, let alone a reasonable one, to deny Respondents access to the Recordings.

IV. The AAG’s Objections to Respondents Obtaining the Recordings are Meritless

The AAG’s objections to this motion are groundless.

First, neither RSA 541-A:31, V(b) nor Lot 210.05 say that pre-hearing conferences are “off the record” or otherwise inaccessible. While RSA 541-A:31, V(b) does describe “prehearing conferences” as “informal,” and Lot 210.05 refers back to RSA 541-A:31, V(b), neither provision says anything about being “off the record” or inaccessible. In fact, the phrase “off the record” appears nowhere in Chapter Lot 200 or the APA.

² Presumably, the Chair herself recorded the conferences in her capacity as a “party” to the proceedings, RSA 541-A:31, VII. There is no right in the APA or NHLC regulations for *non*-parties to make recordings.

Moreover, the fact that a proceeding is “informal” does not mean it is “off the record,” much less that it is sealed. Indeed, courts regularly hold informal conferences that are recorded and available. Courts also “interpret legislative intent from the statute as written and will not consider what the legislature might have said or add language that the legislature did not...” *Polonsky v. Town of Bedford*, 171 N.H. 89, 93 (2018). Again, nothing in RSA 541-A:31, V(b) says conferences are “off the record” or inaccessible. And there is no sign that “informal” carries that meaning either. The common usage of “informal proceeding” is a proceeding “conducted in a more relaxed manner than a typical court trial, such as an administrative hearing.” *Proceeding*, Black’s Law Dictionary (11th ed. 2019). Here, that denotes that NHLC hearings must adhere to a more constrictive set of protocols in Lot 216.03, *et seq.*, whereas pre-hearing conferences are free to discuss “[a]ny ... matters which aid in the disposition,” Lot 210.05(g). But both “formal” and “informal procedures” are part of the “proceeding.” RSA 541-A:30-a, I. In short, all signs point to “informal” meaning “informal”—not a roundabout reference to “off the record.”³

Second, the AAG appears concerned that the Recordings could be “introduced as evidence.” Ex. A. But, here, all Respondents seek is for copies of the Recordings, not a ruling on their admissibility. The AAG may object to admissibility in due course, even though any such objection would lack merit under Lot 216.04(c). And to repeat: even if the Recordings were not part of the record and even if the Recordings were inadmissible as evidence, that would still not change that they are “relevant” and thus subject to discovery under Lot 215.01 and 215.02—the AAG’s email on October 3 does not address this distinction. Ex. A.

³ It bears noting that the AAG wants to have it both ways on the APA. On the one hand, the AAG cites a provision of the APA to attempt to block Respondents’ access to the Recordings. On the other, the AAG claims that the APA’s guarantee to a pre-revocation hearing does not apply. Proposed Order at 2 (disclaiming “RSA 541-A”). The AAG cannot invoke the APA when it is perceived as advantageous and disavow it when it confers rights on Respondents. For present purposes, what matters is that the AAG seems to concede that the APA *does* govern here.

Third, the AAG’s contention that the recordings are the Chair’s personal “property” has no footing in the law. Ex. A. The word “property” does not appear in Chapter Lot 200. Lot 215.01 allows parties to seek material that is “relevant” irrespective of the party in possession of that information. And as a practical matter, it is doubtful the Recordings *can* be for “personal use only” or “personal ... property.” Ex. A. The Recordings were created by the Chair’s assistant at the direction of the Chair during an official proceeding after obtaining consent from the parties.

Finally, the AAG maintains that “[d]isputes over ... whether statements made at pre-hearing conferences are or should be part of the formal record ... are almost unheard of.” Ex. A. There are several flaws with this argument. For one, the frequency of disputes says little about the merits of the underlying legal issue. For another, if the AAG is correct that such disputes are “unheard of,” that cuts both ways: one would think that if such disputes are indeed rare, it is because typically State representatives do not seek to frustrate access to such recordings.

CONCLUSION

The Presiding Officer should provide Respondents with the Recordings.

Respectfully submitted,
/s/ Zachary R. Hafer
Zachary R. Hafer

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CERTIFICATE OF SERVICE

I certify that a copy of the foregoing notice of appearance has or will be served on the New Hampshire Lottery Investigation and Compliance Division via electronic mail to Mark W. Dell’Ofano, Assistant Attorney General, New Hampshire Department of Justice, Civil Law Bureau, 33 Capitol Street, Concord, NH 03301, mark.w.dellorfano@doj.nh.gov.

Date: October 3, 2023

/s/ Zachary R. Hafer
Zachary Hafer

Exhibit O

THE STATE OF NEW HAMPSHIRE

LOTTERY COMMISSION

Lot 23-018

IN THE MATTER OF:

WIN WIN WIN, LLC, d/b/a "CONCORD CASINO,"
(FAC-00074 and GOE-00079),
67 N. Main Street
Concord, NH 03301,
(the "Licensee")

ORDER ON MOTION FOR RECORDINGS

On October 3, 2023, the Respondent filed a Motion for Recordings of Pre-Hearing Conferences held in this matter on September 22, 2023, and September 27, 2023. The New Hampshire Lottery Investigation and Compliance Division (the "Division"), filed a Notice of Intent to File Objections to the Respondents Motion for Recordings of Pre-Hearing Conferences also on October 3, 2023. The parties appear to disagree about whether the subject recordings constitute part of the "record" and/or whether they are required to be produced pursuant to Lottery Commission administrative rules. Notwithstanding the parties' arguments, the subject recordings were recorded with the permission of all parties and are public records within the meaning of RSA 91-A. Accordingly, the recordings will be disclosed to both parties today, and each party shall have until October 12, 2023, to file a request for redactions, if any, before they are made publicly available. Any such request shall be in writing and shall: (1) identify the portion of the record that is allegedly exempt from public disclosure, and (2) state the reasoning why such portion of the record should be exempt from public disclosure under RSA 91-A:5.

SO ORDERED.

NEW HAMPSHIRE LOTTERY COMMISSION

10/5/23
Date


Debra M. Douglas, Chairman

Exhibit P

THE STATE OF NEW HAMPSHIRE

LOTTERY COMMISSION

IN THE MATTER OF:

WIN WIN WIN, LLC, d/b/a "CONCORD CASINO"

(FAC-00074 and GOE-00079)

Docket No. Lot 23-018

MOTION TO POSTPONE HEARING

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INTRODUCTION

On August 31, 2023, after a 15-month investigation, the New Hampshire Attorney General (“AG”) issued a press release announcing that the AG and New Hampshire Lottery Commission (“NHLC”) had made a preliminary finding that Win Win Win, LLC d/b/a “Concord Casino” (“Win Win Win”) and Anthony M. Sanborn (“Respondents”) are not suitable to be associated with charitable gaming in New Hampshire. In that announcement, the AG made clear that the AG and NHLC “must keep in mind that [their] duties to protect and achieve justice for the public also include affording license holders a full measure of fairness and meaningful due process of law.”

A “full measure of fairness and meaningful due process of law” means—at minimum—sufficient time to prepare a defense. That is all Respondents ask for: enough time to defend against serious charges that, if proven, imperil Respondents’ livelihood, reputation, and liberty. As it stands, the charges have already vilified Respondents to the public and harmed their personal and professional reputations.¹ And due process in this proceeding is especially critical given the AG’s public announcement that it had “made a criminal referral to the United States Attorney’s Office” and that its Criminal Justice Bureau had “opened a criminal investigation, including a review by the Public Integrity Unit of the actions of all of the individuals and entities involved.”

The facts underlying this motion are unusually one-sided. Respondents seek just two months to mount a defense to an investigation conducted over the course of 15 months. As Respondents have repeatedly informed NHLC and its counsel, and neither NHLC nor its counsel have disputed, there are numerous reasons Respondents cannot be ready to defend themselves by

¹ See, e.g., Josh Rogers, *Alleging COVID Relief Fraud, NH Regulators Say Andy Sanborn is Unfit to Run a Casino*, N.H. Public Radio (Aug. 31, 2023), <https://tinyurl.com/42xtfu3b>; Sruthi Gopalakrishnan & Jamie L. Costa, *A Look Inside The Shifting Business Dealings of NH Casino Operator Accused of Misusing COVID Loan*, Valley News (Sept. 5, 2023), <https://tinyurl.com/nrbf93ab>; Sruti Gopalakrishnan, *NH Attorney General: Concord Casino Owner Andy Sanborn Fraudulently Used COVID Loan to Support Lavish Lifestyle*, Manchester Ink Link (Aug. 31, 2023), <https://tinyurl.com/4dd399rs>; Annmarie Timmins, *AG: Former State Senator Used Pandemic Aid to Enrich Himself, Buy Wife Ferrari*, New Hampshire Bulletin (Sept. 1, 2023), <https://tinyurl.com/3bkwc6rt>.

October 13, 2023. Those reasons include: (i) Respondents have yet to receive NHLC’s responses to Respondents’ discovery requests; (ii) Respondents are still digesting thousands of pages of evidence; (iii) Respondents have retained a forensic accountant to analyze the financial transactions at issue—as NHLC itself stated would be necessary to substantiate its findings—and that analysis will not be ready for six more weeks, (iv) Respondents do not know—because the Presiding Officer has not decided—the burden of proof that will govern the hearing; and (v) Respondent Mr. Sanborn is ill, is receiving ongoing treatment, and both his illness and treatment impede his ability to participate in interviews and other preparation. Against this constellation of factors, a modest extension is the only reasonable and just option.

For reasons that remain unclear, NHLC has insisted that this hearing proceed at breakneck pace, no matter how unfair to Respondents or unfaithful to basic principles of due process. NHLC allotted Respondents the statutory minimum time to prepare, in a complex case that will involve reconstructing months of financial transactions—after NHLC failed to follow its own advice to await a forensic analysis of any kind. NHLC instructed its counsel “to oppose any motion to continue the hearing,” full stop. NHLC has not, after multiple pre-hearing calls and conferences, identified any emergency to justify charging ahead with this hearing. Indeed, NHLC is vested with specific statutory tools to expedite hearings in the face of an “emergency,” but did not avail itself of those tools or satisfy the preconditions to invoke them. RSA 541-A:30, III.

NHLC has refused to reconsider its position, even after Respondents raised concerns about the thoroughness of the AG’s and NHLC’s investigations, including the fact that no witnesses were interviewed and no forensic analysis was ever conducted. Nor has NHLC responded to evidence adduced by Respondents that the AG and NHLC may have misapprehended key facts in reaching their preliminary suitability findings. And even after the Presiding Officer found that there was

“just cause” to postpone from the original date of October 3, 2023, she moved the hearing just 10 days. The Presiding Officer has indicated that the timing of the rescheduled hearing was driven, at least in part, by an apparent personal commitment that involves the Chair traveling outside New Hampshire starting on October 16, 2023.

To any third-party observer, NHLC’s inexplicably dogged efforts to give Respondents as little time as possible look less like the State’s vindication of the public interest and more like the State’s vindictiveness toward one of its citizens. Just as Respondents have an interest in a hearing that is fair, so too should NHLC have an interest in conducting a process that will survive appeal and assure citizens that State officials do not elevate expediency over the “full measure of fairness and meaningful due process” that all agree the law requires. Pursuant to Lot 208.02, 209.01, and 214.01, Respondents request that the hearing be postponed until December 3, 2023.

STATEMENT OF THE CASE

I. Legal Framework

Chapter 287-D of the New Hampshire Statutes governs “Games of Chance.” RSA 287-D:1, *et seq.* RSA 287-D:11 instructs the AG and NHLC to, every five years, “conduct an investigation” of persons holding a gaming license and determine whether that licensee is “suitable to be associated with charitable gaming in New Hampshire.” RSA 287-D:11, II, III(a). If the AG and NHLC “determine” that the “person is not suitable, the person shall not . . . continue to hold a license.” RSA 287-D:11, III(a).

RSA 287-D:11 does not, however, authorize or address a mechanism to suspend, revoke, or otherwise modify a gaming license. Authorization to penalize a licensee is set forth in RSA 287-D:23, entitled “Penalties.” Under that section, the “lottery commission may suspend or revoke the license of any licensee who [a] violates any provision of [Chapter 287-D] or [b] for just cause shown.” RSA 287 D:23, III. As to procedure, the New Hampshire Administrative Procedure Act

(“APA”) sets the minimum process owed to licensees. *See* RSA 541-A:1, *et seq.* Pursuant to RSA 541-A:30, agencies have two options for modifying a license. *First*, if an “agency finds that public health, safety or welfare requires emergency action and incorporates a finding to that effect in its order, immediate suspension of a license may be ordered pending an adjudicative proceeding,” which is to commence within “10 working days.” RSA 541-A:30, III. *Second*, if the agency does not make specific findings as to the need for emergency action, “[a]n agency shall not revoke, suspend, modify, annul, withdraw, or amend a license unless the agency first gives notice to the licensee of the facts or conduct upon which the agency intends to base its action, and gives the licensee an opportunity” to defend itself at an “adjudicative proceeding.” RSA 541-A:30, II.

The APA sets a floor, not a ceiling, for procedural protections owed to regulated actors. Under the APA, agencies are free to ratchet up their own procedural safeguards. Specifically, the APA provides that “each agency shall ... [a]dopt” agency-specific “rules of practice setting forth the nature and requirement of all formal and informal procedures available,” which shall address matters such as “[c]ontinuances” and the “[b]urden of proof.” RSA 541-A:16, 541-A:30-a, III(d). Per that statutory directive, NHLC adopted NHLC-specific procedures, which are set out primarily in Chapter Lot 200 and, secondarily, in Chapter Lot 7200.

NHLC’s regulations apply to all “hearings before [NHLC] affecting the rights or privileges of any person or organization.” Lot 201.01; Lot 7201.01 (“The purpose of this chapter is to establish requirements for games of chance.”). The NHLC regulations cover every aspect of the proceedings, from pre-hearing, to hearing, through post-hearing appeal. The regulations dictate, *inter alia*, that proceedings are to be overseen by a “presiding officer”; that requests to postpone a hearing “shall be granted” upon a showing of “good cause”; that parties are entitled to seek and “compel” discovery; that any party “asserting a proposition shall bear the burden of proving the

truth of the proposition by a preponderance of the evidence”; that any party to a hearing may introduce exhibits, call and cross-examine witnesses, and make opening and closing statements; and that a presiding officer “shall ... withdraw” to “avoid the appearance of impropriety or lack of impartiality.” Lot 206.02, 206.03, 214.01, 215.01, 215.02, 216.02, 216.04, 216.06. The NHLC regulations also enumerate a list of bases upon which NHLC can demonstrate just cause to revoke a gaming license under RSA 287-D:23. Lot 7209.03.

II. Factual Background

A. NHLC Begins a 15-Month Investigation of Respondents

On May 1, 2022, NHLC commenced a three-month audit of Respondents. Ex. A at 151. The audit stated that Respondents had received \$844,000 in funds under the Economic Injury Disaster Loans (“EIDL”) program during the COVID-19 pandemic and raised concerns both regarding Respondents’ eligibility for such funds and “suspicious” expenditures that the auditors hypothesized could “potential[ly]” constitute evidence that Respondents “misuse[d] ... EIDL funds.” *Id.* at 154.²

NHLC formalized its concerns in an October 3, 2022 letter. *Id.* at 65. In the letter, NHLC repeated that the “audit team uncovered activity that is suspicious and may constitute fraud or potentially criminal behavior.” *Id.* The letter expressed concern that Respondents’ business had a “negative cash flow from operations ... over the past two years” and that, days before receiving the first installment of EIDL funds on January 4, 2022, Respondents’ “operating account held a total of \$917.56.” *Id.* at 66. In its conclusion, the letter noted that while a full-scale “investigation of potential fraudulent or illegal activity is outside the scope of [NHLC’s] jurisdiction and the

² The Small Business Administration administers the “Economic Injury Disaster Loans program, which offers long-term financial assistance to eligible entities – including small businesses, sole proprietorships, and independent contractors – affected by covered disasters such as COVID-19.” *WP Company, LLC v. U.S. S.B.A.*, 502 F. Supp. 3d 1, 8 (D.D.C. 2020).

powers provided to us under the gaming statute,” the “potential” misconduct identified “may have an impact on the suitability of the company to continue gaming operations.” *Id.* at 68.

B. In March 2023, NHLC Privately Deems Respondents “Unsuitable”

Six months later, NHLC issued a nonpublic Suitability Report. *Id.* at 1. In addition to restating the findings of the 2022 audit regarding EIDL funds, the Suitability Report dredged up other unrelated grievances against Respondents: that Mr. Sanborn’s spouse “has been the subject of two administrative actions for hosting an unlicensed bingo,” that “[p]ress reports” in 2009 “accused Sanborn of shutting down” a non-gaming business “with the intent to defraud his suppliers,” that Mr. Sanborn and his spouse have been the subject of “tax liens” that are now “resolved,” and that a 2018 ethics probe conducted while Mr. Sanborn was a State Senator found that Mr. Sanborn made an “inappropriate” comment. *Id.* at 2–5.³ Many of these pile-on grievances predated and were well-known to NHLC at the time of Respondents’ licensure.

The Suitability Report principally concluded that, if true, the “misuse of an \$844,000 EIDL loan” would render Respondents “unsuitable to be engaged in gaming.” *Id.* at 6. At the same time, NHLC acknowledged the limited investigative tools at its disposal:

As noted at the outset, this investigation has largely been limited to review of existing agency records and public source documents. We would encourage the Department of Justice to conduct further investigation of the issues highlighted in the report. Specifically, we would suggest that the Department review its own files with respect to Mr. Sanborn’s ethics investigation to provide additional insight on the licensee’s character. ***More importantly, we would suggest that the [New Hampshire] Department of Justice conduct a financial forensic investigation of Concord Casino’s application for and use of EIDL funds*** or refer the matter to the appropriate federal law enforcement agency.

³ The Suitability Report concedes that NHLC “made a request” to review “the file” of an “investigation ... conducted by the New Hampshire Department of Justice” regarding a comment made by Mr. Sanborn to an employee in 2013, but this request “was not granted.” Ex. A at 5. Denied a chance to dig through the decade-old file, NHLC downplays the actual result of the investigation: “there is no evidence here that any criminal acts were committed.” *Id.* at 246.

Id. at 7 (emphasis added). Despite explicitly recognizing that doing so would be “important[],” neither NHLC nor the AG ever conducted a forensic analysis. *Id.*

In closing, the Suitability Report noted that, “[t]o the extent the Department of Justice agrees” that Mr. Sanborn “be found not suitable,” “we look forward to discussing the administrative actions that may be taken.” *Id.* The Suitability Report does not make any finding that Mr. Sanborn continuing to hold a license constitutes an “emergency,” a threat to the safety or well-being of the public, or otherwise necessitates urgent action. *Id.* at 1–7.

C. Five Months Later, the AG Publicly Announces NHLC Will Seek to Revoke Respondents’ License and That a Criminal Referral Has Been Made to State and Federal Authorities

On August 31, 2023—five months after the Suitability Report and 15 months into the investigation of Respondents—the AG issued a press release publicly accusing Mr. Sanborn of “fraud” and “enrich[ing]” himself, announcing that the AG had deemed Respondents “not suitable to be associated with charitable gaming in New Hampshire,” and expressly confirming that the AG had “opened a criminal investigation” and had also “made a criminal referral to the United States Attorney’s Office – District of New Hampshire.”⁴

D. The AG and NHLC Do Not Invoke Emergency Procedures and Inform Respondents He is Entitled to a Hearing

In an August 30, 2023 letter—which was first disclosed to the public as an attachment to the AG’s August 31, 2023 press release—the AG instructed NHLC to commence “appropriate administrative proceedings in accordance with RSA 541-A:30, II, to revoke” Respondents’ license “on the grounds that [NHLC] and the [AG] have each made a preliminary determination” that Respondents are not “suitable to be associated with charitable gaming in New Hampshire.” Ex. B

⁴ Press Release, *Attorney General Finds Concord Casino Owner Not Suitable to be Associated with Charitable Gaming in New Hampshire* (Aug. 31, 2023), <https://tinyurl.com/32eewcf8>.

at 2. As noted above, RSA 541-A:30, II governs *non*-emergency license proceedings and prohibits “[a]n agency” from “revok[ing]” or taking other action on “a license” until *after* an “adjudicative proceeding.” RSA 541-A:30, II. The AG’s August 30, 2023 letter concluded by underscoring the importance of comporting with principles of due process:

[W]e must keep in mind that our duties to protect and achieve justice for the public also include affording license holders a full measure of fairness and meaningful due process of law.

Ex. B at 3.

Acting on the AG’s direction, NHLC sent a letter to Mr. Sanborn on August 31, 2023 informing him—for the first time—that “the New Hampshire Lottery Commission ... and the Attorney General have determined that [he is not] suitable to be associated with charitable gaming in New Hampshire.” Ex. C at 1. NHLC explained that it was initiating proceedings pursuant to its authority under “RSA 287-D:23,” *id.* at 2, which, as noted above, states that NHLC “may suspend or revoke the license of any licensee who violates any provision of this chapter or for just cause shown,” RSA 287-D:23, III. Reinforcing the process conveyed by the AG a day earlier, NHLC added that, “[i]n accordance with RSA 541-A:30, II, ... the Licensee may request a hearing” to address “compliance with all lawful requirements” and whether there is “just cause” to revoke his license. Ex. C at 2.

NHLC’s August 31, 2023 letter enclosed “Proposed Findings of Fact and Conclusions of Law” (“Proposed Findings”). Ex. D at 1. The Proposed Findings make five categories of charges:

	Alleged Conduct	Relevant Law
1	Mr. Sanborn used “false and fraudulent pretenses, representations, and promises to obtain \$844,000 in EIDL funding.” Ex. D at 7.	RSA 287-D:11, III(a) Lot 7204.03 Lot 7209.03
2	Mr. Sanborn misused the EIDL funding. <i>Id.</i> at 8–12.	RSA 287-D:11, III(a)

3	Mr. Sanborn “failed to supply information and documentation demonstrating by clear and convincing evidence the Licensee’s financial stability.” <i>Id.</i> at 12.	RSA 287-D:11, III(a) Lot 7204.02(a)(3) ⁵ Lot 7209.03
4	Mr. Sanborn made “false statements or ... false entries in ... books or records with respect to any transaction connected with the holding, operating, and conducting of any games of chance event.” <i>Id.</i> at 12–13.	Lot 7209.03(a)(5) ⁶
5	Mr. Sanborn engaged in “conduct that undermines the public’s confidence in charitable gaming.” <i>Id.</i> at 13.	Lot 7209.03(a)(10) ⁷

Categories 3–5 above are not mentioned in the Suitability Report, the AG’s August 30, 2023 letter, or NHLC’s August 31, 2023 letter.

The Proposed Findings allege—10 separate times—that the factual assertions underlying the AG and NHLC suitability determinations provide “just cause ... for the revocation.” *Id.* at 7, 8, 9, 10, 11, 12. For example:

The Commission concludes that the Licensee and Mr. Sanborn used or employed false and fraudulent pretenses, representations, and promises to obtain \$844,000 in EIDL funding from the Small Business Administration. *Accordingly*, per RSA 287-D:11, III(a), the Commission concludes that, as a matter of law, neither the Licensee nor Mr. Sanborn is suitable to be associated with charitable gaming in New Hampshire and, *thereby*, just cause exists for the revocation.

Id. at 7 (emphases added). That is, NHLC maintained that its factual assertions backstop the suitability determination and the suitability determination in turn backstops “just cause.”

⁵ The Proposed Finding’s reference to Lot 7204.02(a)(3)3 appears to be a typo. That provision does not mention financial stability. The correct provision is Lot 7204.02(a)(3)2, which governs “[i]nformation and documentation demonstrating by clear and convincing evidence the applicant’s financial stability.”

⁶ The Proposed Findings do not cite to any statutory or regulatory authority for this charge, but appear to have in mind Lot 7209.03(a)(5), which provides that the following is grounds for revocation: “Providing false information to the commission, including willfully and knowingly making false statements or making false entries in any books or records with respect to any transaction connected with the holding, operating, and conducting of any games of chance event.”

⁷ The Proposed Findings do not cite to any statutory or regulatory authority for this charge, but appear to have in mind Lot 7209.03(a)(10), which provides that the following is grounds for revocation: “Any conduct by the licensee that undermines the public confidence in charitable gaming or serves the interest of organized gambling or crime and criminals in any manner.”

E. After a 15-Month Investigation, NHLC Gives Respondents 15 Days to Prepare for a Complex Hearing with Criminal Implications

Following the letters issued by the AG and NHLC on August 30 and 31, 2023, Mr. Sanborn retained undersigned counsel and timely requested a hearing. On September 18, 2023, NHLC sent a letter to Mr. Sanborn informing him that a hearing was scheduled for October 3, 2023—15 days later. Ex. E at 1 (“Hearing Notice”). 15 days is, by law, the minimum notice NHLC could have given Mr. Sanborn to prepare his defense. Lot 207.04(a). The Hearing Notice confirmed that the hearing was commenced “in accordance with RSA 541-A:30, II” and that RSA 541-A:30 and the NHLC regulations in “Lot 200” governed. Ex. E at 2–3. The Hearing Notice also disclosed that the hearing would be presided over by NHLC Chair Debra M. Douglas, who heads the agency that had already found Mr. Sanborn unsuitable. *Id.* at 4. The Hearing Notice does not describe the hearing as a “show cause” hearing or otherwise state that Mr. Sanborn would need to prove his own innocence. *Id.*; *see* Lot 210.03(a) (hearing notices must state the “nature of any hearing”).

On September 20, 2023, NHLC’s counsel informed undersigned counsel that a pre-hearing conference would be held 48 hours later. Ex. F. The Notice of Pre-Hearing Conference (“Pre-Hearing Notice”) ordered Mr. Sanborn’s counsel to arrive ready to discuss eight separate issues, including “settlement,” “[w]itnesses expected to be called at the hearing,” “[e]xhibits expected to be presented at the hearing,” and the “burden and standard of proof.” Ex. G at 2.

F. NHLC Instructs its Counsel to “Oppose any Motion to Continue the Hearing”

Upon receiving the Hearing Notice, undersigned counsel immediately contacted NHLC Chief Compliance Officer John Conforti and NHLC’s counsel, Assistant Attorney General Mark Dell’Orfano (the “AAG”), to request a 60-day extension on the grounds that it would be impossible for Respondents to prepare a defense by October 3, 2023. Undersigned explained that the allegations implicated complex financial transactions, that counsel was just getting up to speed on

the facts, that Respondents had not had an opportunity to request discovery or to exercise his other procedural rights under the regulations, and that, 15 days to prepare a defense to a 15-month investigation fell far short of a hearing that “afford[ed] license holders a full measure of fairness and meaningful due process of law.” Ex. B at 3. Moreover, the fact that the AG had publicly announced an open criminal investigation into Mr. Sanborn and a criminal referral to federal authorities on the same issues, made preparation and the ability for Mr. Sanborn to assist in his own defense before NHLC even more complex and challenging.

The AAG did not dispute that the timeline was impractical and agreed to confer with NHLC. But on September 21, 2023—less than 24 hours before the pre-hearing conference—the AAG informed undersigned that NHLC would “not assent to” any extension and that the AAG had “been instructed [by NHLC] to oppose *any* motion to continue the hearing.” Ex. H (emphasis added). The AAG did not explain why NHLC was categorically opposing an extension.

G. At a Pre-Hearing Conference, NHLC Concedes Respondents Lack Time to Prepare but Indicates the Hearing Should Go Forward in Part Because the Presiding Officer is “Leaving on October 16”

On September 22, 2023, undersigned counsel appeared before NHLC for the pre-hearing conference. At the conference, Respondents explained that they could not meaningfully prepare in the time allotted for several interlocking reasons, including: Respondents had not yet had an opportunity to seek discovery from NHLC and the AG; preliminary evidence indicated that Respondents’ EIDL funds application was prepared by a third-party and it appeared that neither NHLC nor the AG had talked to that party (or any witness, for that matter) during the investigation; undersigned could not, given multiple acknowledged criminal investigations, allow Mr. Sanborn to testify on his own behalf in the NHLC proceeding before knowing the relevant facts; Mr. Sanborn suffers from several serious illnesses such that an aggressive preparation schedule would cause significant and needless physical discomfort to Mr. Sanborn; the only way to determine the

validity of NHLC’s charges regarding the misuse of EIDL funds would be to retain a forensic accountant; and, finally, neither NHLC nor the AG had provided Respondents with copies of the audits or Suitability Report upon which it had premised the enforcement action.

In response, the AAG—who represented NHLC at the hearing—stated, “I’m not going to contest that they need time.”⁸ The AAG maintained, however, that an expeditious hearing was needed because RSA 287-D:11 prohibits the issuance of a new gaming license to an individual who has been found unsuitable and Respondents’ license was up for renewal on January 1, 2024. Undersigned pointed out that a 60-day extension would result in a hearing on December 3, 2023, which would allow ample time to revoke the license before 2024 if the evidence supported that outcome. The AAG did not respond. The Presiding Officer, NHLC Chair Douglas, then stepped in. Chair Douglas said, “I understand where you’re coming from,” but that, “I don’t care where I am, people are coming up to me all the time and it’s damaging our brand.” Respondents asked the Chair to clarify who was “coming up to [her]” and what exactly was the “damage” being done to the “brand,” but the AAG interrupted, asking the Chair to “be careful with that” and preventing her from answering. Instead, the Chair stated that, in her view, NHLC—the body she chairs—had “shown unsuitability.” When undersigned asked for clarification as to whether the Chair had already made up her mind on the case, the AAG interrupted again to prevent an answer.

Respondents emphasized that they were prepared to move as quickly as possible, but the October 3, 2023 date was objectively unreasonable from both a procedural and substantive perspective. As to procedure, undersigned explained that an October 3, 2023 hearing would not allow Respondents time to seek discovery and make pre-hearing motions—rights to which they

⁸ All descriptions and quotations of the pre-hearing conferences held on September 22 and September 27, 2023, are derived from undersigned counsel’s notes because the AAG has opposed Respondents’ request to obtain the recordings. Respondents have separately filed a motion to obtain these recordings, which remains pending.

are entitled under the regulations. Lot 215.01, Lot 215.02, Lot 209.01. The AAG responded that the regulations “aren’t really written well for adverse suitability determinations,” but did not elaborate. As to substance, undersigned explained that even if NHLC and the AG had already provided all of the relevant materials (they had not), and even if undersigned could review and digest those materials instantaneously (which cannot be done), an October 3, 2023 hearing date would be too soon to, *inter alia*, allow the forensic accountant to finish an analysis or to locate and interview third parties such as Respondents’ accountants and the consultant that helped prepare Respondents’ EIDL application. At this juncture, Chair Douglas inquired how long it would take to accomplish these tasks, noting that the Chair was “leaving on October 16.” Before Respondents could answer, the AAG interrupted to instruct Chair Douglas to take the matter under advisement and set a new date to discuss the duration of an extension. The conference was then adjourned to September 27, 2023. Ex. I.

Following the September 22 conference, the AAG handed undersigned a thumb drive containing the Suitability Report and underlying audits—the first time NHLC or the AG released the Report to Respondents. After providing these materials, the AAG attempted to dissuade undersigned from vigorously representing Respondents before NHLC, repeatedly stating that there were “bigger fights coming” and that NHLC’s case was “airtight.” Among other things, the AAG repeated the Suitability Report’s finding that Respondents only had access to “\$917.56” in operating funding at the time they first received EIDL funds.

H. Counsel for Respondents Investigates and Learns that the Suitability Report Appears to Contain Errors

Five days elapsed between the initial pre-hearing conference on Friday, September 22 and the adjourned conference on Wednesday, September 27. With the understanding that the purpose of the September 27 conference was (a) for Chair Douglas to state how long of a postponement

she would grant to allow Respondents to prepare their defense, and (b) for Respondents to update NHLC on its investigation of the facts, undersigned worked through the weekend to make progress on the case. Between September 22 and September 27, undersigned preliminarily reviewed over 2,000 pages of documents that had been provided voluntarily by Mr. Sanborn to NHLC during its investigation, read the 260-page Suitability Report, located and had a preliminary discussion with the third-party consultant that prepared Mr. Sanborn's EIDL application, drafted and served a discovery letter requesting basic information from NHLC and the AG, provided a significant tranche of documents to a team of forensic accountants, and had a preliminary meeting with the forensic accountants.

During that preliminary meeting, the forensic accountants noted—with the caveat that their review was ongoing—several potential over-simplifications and inaccuracies in the Suitability Report. *First*, the Suitability Report states that “the operating account” for Win Win Win “held a total of \$917.56 before receiving the first installment of [EIDL funds] on January 4, 2022,” and that the account with “\$917.56” that received the EIDL funds ended in “7064.” Ex. A at 66, 99. But it appeared to the forensic accountants that the \$917.56 balance and EIDL funds related to an accountant ending in 3544. More importantly, it appeared to the forensic accountants that, at the time the EIDL funds came in, Win Win Win had access to around \$150,000 in operating funds. *Second*, the Suitability Report refers to Win Win Win having a “negative cash flow ... over the past two years” as reason to be concerned. *Id.* at 66. But it appeared to the forensic accountants that while Win Win Win incurred a loss in 2022, Win Win Win had netted approximately \$160,000 in profits in 2021 and Mr. Sanborn had not taken any draw on those funds in 2021.

Nevertheless, a great deal of work still needed to get done before the forensic accountants could complete their analysis. The forensic accountants explained that they would need six more

weeks for their work, which would include walking line-by-line through the documents and the ledgers—indeed, as NHLC had observed earlier, allegations based upon financial transactions should be proven, if at all, through a forensic analysis. Ex. A at 4. Further, NHLC and the AG would need time to respond to Respondents’ discovery requests and Respondents would, in turn, need time to assess those responses and determine if follow-on discovery was needed. Additional interviews of third parties would be required to gauge the utility and availability of witnesses. And Respondents would need time to either assemble a case in a coherent manner or decide to pursue a negotiated settlement with NHLC.

I. NHLC Reverses Course, Maintains No Hearing is Necessary, and Disputes that the AG is Subject to NHLC Regulations or the APA

Less than two hours before the start of the September 27 conference, the AAG sent Respondents—without prior warning—a proposed order doubling down on the October 3, 2023 hearing date and stating, for the first time, that Respondents would bear the burden to prove their own innocence because “RSA 541-A” does not in fact require *any* “adjudicative proceeding ... before revoking the Respondent’s licenses.” Ex. J at 2 (“Proposed Order”). The AAG sent his “apologies for not getting this [order] to [undersigned] sooner.” Ex. K. Because undersigned was in transit to the conference by the time the AAG circulated the Proposed Order, the first chance to meaningfully review the Proposed Order came at the start of the conference itself.

The AAG preceded the September 27 hearing by saying, “let’s get this over with.” Despite having taken the adjournment from the September 22 hearing for the ostensible purpose of considering an extension, Chair Douglas did not issue any ruling on an extension on September 27—this cost Respondents a week to prepare emergency briefing for a temporary restraining order in Superior Court, if needed. Worse, when confronted with the plain language of RSA 541-A:30, II, RSA 287-D:23, and Lot 216.02—which require a hearing before revoking a license, require a

showing of “just cause” or a “violation” before a revocation, and set a preponderance burden for proving any proposition—the AAG stated that the AG is not bound by NHLC regulations or the APA *at all*. When asked to cite any authority to substantiate that position, the AAG provided none. When asked to cite authority to substantiate the position that the hearing is a “show cause” hearing wherein Mr. Sanborn must surmount guilt-until-proven-innocence by a “clear and convincing” standard, the AAG provided none. When asked for evidence that the words “show cause” or “clear and convincing” appear *anywhere* in the statutes or regulations or case law, the AAG provided none. When asked for an explanation why—if this was an emergency—NHLC had not invoked its emergency statutory protocols, the AAG provided none. And when asked to reconcile the Proposed Order’s wholesale disavowal of process with NHLC and the AG repeatedly advising Respondents that they are entitled to a hearing, the AAG advised that the AG was being “gracious” in holding a hearing.

At the close of the hearing, Respondents renewed their request for an extension and the Chair agreed to take the matter under advisement.

J. The Presiding Officer Agrees “Just Cause Has Been Shown” for an Extension, but Refuses to Extend the Hearing Past Her Planned October 16 Departure

The next day, the Presiding Officer issued a Pre-Hearing Order holding that “just cause has been shown to allow the Licensees’ attorneys additional time to prepare.” Ex. L at 1. However, the Pre-Hearing Order refused even to provide enough time for the forensic accountants retained by Respondents to complete their analysis—an analysis that NHLC acknowledged over six months ago should have been completed but never was, Ex. A at 4. Instead, the Presiding Officer moved the hearing just 10 days to October 13, 2023. Ex. L at 1. October 13 is the Friday before October 16, the first day the Presiding Officer is (presumably) “leaving” New Hampshire for a trip.

In explaining why a “two-month extension” was not “reasonable,” the Presiding Officer offered the following two-sentence rationale:

The Commission does not agree that the two-month extension requested is reasonable in light of the fact that the Licensee has been on notice of the findings of suitability since August 31, 2023, that the Licensee has the documents that were used to determine suitability, and that only three months remain on the license at issue in the matter. Accordingly, the Commission finds that a ten-day continuance balances the need of the Licensee to prepare with the Investigation and Compliance Division’s interest in a speedy resolution of this matter.

Id. at 1. This abbreviated explanation did not address any of the following:

- The fact that when NHLC and the AG publicized the charges against Mr. Sanborn on August 31, 2023, Mr. Sanborn did not immediately gain access to the underlying evidence or otherwise know that NHLC would attempt to short-change his ability to prepare.
- The fact that Mr. Sanborn was not notified that he would have the statutory minimum 15 days to prepare for a hearing until September 18, 2023.
- The fact that Mr. Sanborn did not receive the Suitability Report and other materials from NHLC until September 22, 2023.
- Mr. Sanborn’s serious health conditions.
- NHLC’s failure to respond to any of Mr. Sanborn’s discovery requests.
- The fact that an October 13, 2023 hearing would deprive Mr. Sanborn of the opportunity to testify in his own defense, given the inability to fully digest the facts that quickly and the backdrop of two criminal investigations.
- The fact that an October 13, 2023 hearing would prevent the forensic accountants from completing work that NHLC itself has admitted should be done.
- The fact that the forensic accounting team had *already* identified potential, and material, inaccuracies in NHLC’s Suitability Report.
- The fact that Mr. Sanborn will not know whether he has access to all of NHLC’s and the AG’s evidence until NHLC has responded to his discovery requests.
- The fact that Mr. Sanborn gaining access to NHLC’s and the AG’s evidence is only half of the equation. NHLC and the AG both claim to have evidence of *unsuitability*. But Mr. Sanborn needs time to develop his own evidence of *suitability* in order to defend himself, such as, at minimum, a forensic analysis, interviews with third-parties, and discovery.

- The stark imbalance between allowing two government agencies 15 months to investigate Mr. Sanborn and allowing Mr. Sanborn a single month to prepare his defense.
- The fact that NHLC has a legal duty to commence emergency revocation proceedings if a licensee’s conduct “poses an immediate danger to the public,” Lot 7209.04 (citing RSA 541-A:30, III), but elected to take action on a *non*-emergency basis.

And the only justification for NHLC’s “interest in a speedy resolution”—that “only three months remain on the license at issue”—made no sense. Ex. L at 1. If Mr. Sanborn does not pose an urgent threat to the public—and there has been no finding whatsoever to that effect—then the only question is how to time the proceedings so that the suitability question can be “resolv[ed] ... fairly.” Lot 214.01(b). NHLC could simply wait until 2024 and then not renew Mr. Sanborn’s license if the preliminary suitability finding remains in place—the Pre-Hearing Order did not, and could not, explain how this amounts to an emergency.

Finally, the Pre-Hearing Order conflated two distinct bases for postponement—Lot 214.01 and Lot 208.02. The Presiding Officer found that a “ten-day continuance *balances*” the interests of Mr. Sanborn and NHLC, Ex. L at 1 (emphasis added), but while Lot 208.02 calls for interest-balancing, Lot 214.01 does not. Under Lot 214.01, if a movant shows “good cause,” then a “postponement ... *shall* be granted.” Lot 214.01(b) (emphasis added). As the Pre-Hearing Order acknowledges, “just cause has been shown” based on Respondents’ need for “time to prepare for the hearing,” Ex. L at 1, Respondents need until December 3, 2023 to adequately prepare for the hearing (no party has disputed this), and that should have ended the analysis.

ARGUMENT

The Presiding Officer “shall ... advance or postpone the time set for any oral hearing if” (a) the request is made “at least 4 business days preceding the event in question,” and (b) there is a “finding of diligence and hardship to the complainant making the request which outweighs any hardship likely to be suffered by any other party to the proceeding.” Lot 208.02. Separately, “[i]f

a postponement is requested by any party to the hearing, it shall be granted if the presiding officer determines that good cause has been demonstrated.” Lot 214.01(b). Good cause “shall include the unavailability of parties, witnesses or attorneys necessary to conduct the hearing, the likelihood that a hearing will not be necessary because the parties have reached a settlement, or any other circumstances that demonstrate that a postponement would assist in resolving the case fairly.” *Id.* The Supreme Court of New Hampshire teaches that “[a]n agency, like a trial court, must follow fair procedures and provide due process,” which includes the “opportunity to present one’s case ... in a fair manner.” *Appeal of Morin*, 140 N.H. 515, 518 (1995). NHLC regulations and due process principles require an extension.

I. Respondents are Entitled to an Extension Under Lot 208.02

Start with Lot 208.02. The Chair and NHLC have not disputed—nor could they—that Respondents have been “diligen[t]” in preparing for this hearing. Lot 208.02. In just the last few weeks, Respondents and their counsel have reviewed thousands of pages of documents, retained a forensic accountant, read Chapter 541-A, Chapter 287-D, Lot 200, and Lot 7200 cover-to-cover, begun to interview witnesses, prepared and served a discovery letter, and appeared for multiple in-person conferences. And neither the Chair nor NHLC have contested that Respondents will suffer a “hardship” because it is impossible for them—or, frankly, anyone—to prepare a meaningful defense to a 15-month investigation in a few weeks. *Id.* To repeat, Respondents:

- do not have a final report from the forensic accountants;
- are still digesting, analyzing, and collecting documents;
- have not received *any* discovery from NHLC;
- still need to interview third-parties to develop facts and assess witnesses;

- cannot decide how to present a defense without a ruling on the burden of proof⁹;
- did not even receive the Suitability Report until September 22, 2023;
- have serious health concerns that would make cramming hearing-preparation into a few weeks both impracticable and inhumane;

And zooming out, the “hardship” here is especially acute, given the backdrop of two parallel criminal investigations and the fact that NHLC inexplicably shirked its own conclusion that the charges here must be substantiated, if at all, with a forensic accounting.¹⁰

For its part, NHLC has yet to identify any colorable hardship. *First*, that Respondents’ license will expire on January 1, 2024, if anything, cuts *against* the need for NHLC to rush this process. It is nonsensical for a party to march into a tribunal, identify no imminent threat, and then demand that a hearing move ahead with minimal process on the grounds that, if the tribunal simply does nothing, the party requesting a hearing will “win” anyway.

Second, the Chair’s travel plans should not factor into a hearing that could deprive Mr. Sanborn of his livelihood, trash his reputation, and imperil his liberty. The Chair’s

⁹ As noted, the AAG’s position is that not only is the burden of proof on Respondents, but that Respondents are not entitled to *any* hearing. That is the opposite of what NHLC’s website states:

What is the burden of proof that the Lottery Commission has to meet to find the allegation true?

The burden of proof for administrative hearings is preponderance of the evidence. This means that the Lottery Commission must demonstrate through the totality of admissible evidence that the allegation is more probable than not to be true or to have occurred.”

NHLC, *Administrative Action and Hearings Process* at 2 (last visited Oct. 4, 2023), <https://tinyurl.com/29ac23a8>; *see also, e.g.*, Lot 216.04(a) (“Receipt of evidence shall be governed by the provisions of RSA 541-A:33.”); RSA 541-A:33, V(a) (“Official notice may be taken of ... [a]ny fact which could be judicially noticed in the courts of this state.”); N.H. Rule of Evidence 201 (explaining that a “court may take judicial notice” of facts “capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned”). Respondents cannot be expected to prepare for a hearing when NHLC’s own counsel has declared war on NHLC’s public-facing guidance on the standard under which a hearing must be held.

¹⁰ To put the timing here in perspective, consider the following: NHLC currently expects Respondents to prepare for a hearing in *eight* days, which would include completing as much of a forensic accounting as is possible (not much), conducting multiple fact-finding interviews to learn the background and select witnesses, digest thousands of pages of material, and accounting for a not-yet-affixed burden of proof. Meanwhile, it has already been *ten* days since Respondents served discovery on NHLC and that has proven too short for NHLC to respond to one discovery letter.

announcement of the need for a hearing to occur before her “leaving” on October 16, followed by her refusal to push the hearing date past the Friday before October 16 even after finding “just cause,” does not suggest that Respondents’ due process concerns are being taken seriously.

Third, the Chair’s concern of unspecified “damage” to an unspecified “brand” as evident in the form of unspecified “people ... coming up to [her] all the time” is as troubling as it is erroneous. Discussions of an ongoing case between the Chair and unrelated third parties, much less consideration of the opinions of these unspecified third parties, simply has no place in the analysis here. And to the extent the suggestion is that it is harmful to the enterprise of charitable gaming writ large for a person accused of misconduct to operate until a hearing occurs, that logic would justify short-changing *every* licensee. What’s more, any purported image problem is entirely of the AG’s own making. It is within the AG’s discretion whether to “retain the[] confidential character” of suitability investigations. RSA 287-D:11, III(a). The AG could have deferred a press release until *after* a hearing was held to assess the question of suitability, thus preventing any interim “brand”-damage. The AG’s self-created pressure to act swiftly on its public condemnation of Respondents is no basis to deprive Respondents of time to defend themselves.

Fourth, it is both misleading and incomplete to say that Respondents have “been on notice of the findings of suitability since August 31, 2023” and have “the documents that were used to determine suitability.” Ex. L at 1. For one, even if Respondents were given immediate and total access to all relevant facts as of August 31, 2023, a hearing six weeks later on October 13 would still allow Respondents less than 10% of the time NHLC had to investigate and build its own affirmative case. For another, Respondents were *not* given such access. Respondents did not even receive the Suitability Report until nearly a month later, on September 22. And most importantly, this reasoning assumes that the exact same evidence used by the prosecution is the exact same

evidence that is useful for a defense. But that is just not true. Common sense alone dictates that evidence that tends to support a finding of wrongdoing is often not the same evidence that tends to undercut a finding of wrongdoing. Respondents need time to build out their own evidence through a forensic accounting (which NHLC and the AG did not do), witness interviews (which NHLC and the AG did not do), discovery (which NHLC and the AG have not responded to), and possible further document collections from Respondents.

Finally, as to the AAG's suggestion at the September 27 conference that Respondents holding a license is a "public protection" emergency, that is foreclosed as a matter of fact and law. Mr. Sanborn has been operating his facility without incident for the six months since NHLC issued its Suitability Report and yet neither NHLC nor the AG can point to any imminent threat to the public he has caused in that timeframe. As to the law, the APA provides a specific procedure that agencies may take if "emergency action" is warranted, RSA 541-A:30, III, which includes making formal findings as to an emergency, but the AG and NHLC opted for the non-emergency process under RSA 541-A:30, II. *See supra* pp. 7-9. In fact, if there were a real emergency, NHLC would be in direct violation of its own regulations. If NHLC "receives information indicating that a licensee has engaged in supplying false or inaccurate information or has engaged in misconduct that poses an immediate danger to the public's welfare, the commission *shall* issue an order pursuant to RSA 541-A:30, III" and the emergency protocol set forth therein. Lot 7209.04(a) (emphasis added). Again, that is not what NHLC did.

II. Respondents are Entitled to an Extension Under Lot 214.01

Even if Lot 208.02 did not require a postponement, a postponement would still be required under Lot 214.01. Here, it is not just that witnesses are "unavailable," it is that Respondents have not even had time to determine who the relevant witnesses are and decide whether they should be called at all. *Id.* Nor is Mr. Sanborn "available" in any real way: the AG has confirmed that two

separate criminal investigations of Mr. Sanborn are ongoing and—as the Chair recognized—it is not reasonable for Mr. Sanborn to testify on his own behalf before undersigned counsel can fully investigate the relevant facts. It is also possible that a “hearing will not be necessary because the parties have reached a settlement,” *id.* 214.01(b)—the problem is, again, that Respondents cannot make a judgment about settlement without first assessing the facts. And NHLC has no choice but to admit that additional time would “assist in resolving the case fairly.” *Id.*

Recall too that it was NHLC that “recommend[ed]” that a “forensic financial review[.]” be completed and indicated that suitability would turn on whether that review “substantiated” the preliminary findings. Ex. A at 4. Surely it would “assist in resolving the case fairly” to allow Mr. Sanborn to do the work that NHLC has admitted must be done. Lot 214.01.¹¹ Plus, the AAG himself stated repeatedly after the September 22 conference: “If we got this wrong, we want you to let us know.” Even with a fraction of the investigatory work done, there already appear to be multiple ways in which NHLC’s investigation missed the mark, *see supra* pp. 13–14, and so Respondents should be allowed time to pressure test NHLC’s Proposed Findings.

III. Respondents are Entitled to an Extension as a Matter of Due Process

Finally, even if neither Lot 208.02 nor Lot 214.01 required a postponement (which they do), due process principles would demand it. It is well-established that the protections of “due

¹¹ There are also practical considerations that bear on the fairness of this hearing. Consider that the Pre-Hearing Notice sets forth eight items that need to be addressed and resolved prior to a hearing: (a) Simplification of the issues; (b) Stipulations or admissions as to issues of fact or proof; (c) Time needed by the Parties to present at the hearing; (d) Witnesses expected to be called at the hearing; (e) Exhibits expected to be presented at the hearing, including pre-marking of exhibits; (f) Any requests for changes to or waivers of the standard procedures as specified in the relevant rules or other matters concerning the conduct of the hearing; (g) The burden and standard of proof; and (h) Any other matter that may aid in the disposition of the action, including settlement. Ex. G at 2. As of today, none of that is resolved. As noted above, Respondents cannot assess settlement until they understand the facts; NHLC has proposed conducting the hearing in a manner that would flip the correct burden of proof on its head; Respondents cannot discuss their witnesses or exhibits without first understanding the record; and, at the very least, a hearing will be needed to discuss clarifying or “simplif[y]ing the issues” given the fact that the Suitability Report encompasses far more conduct than the Proposed Findings and Respondents needs to know against which they are defending.

process” attach to the revocation of a professional “license,” *Appeal of Plantier*, 126 N.H. 500, 506 (1985) and equally “well established that due process guarantees also apply to administrative agencies.” *Appeal of Lathrop*, 122 N.H. 262, 265 (1982) (citations omitted). Even in civil administrative cases, an “agency should not lose sight of its paramount objective of rendering justice.” *Appeal of Morin*, 140 N.H. at 519 (quotations omitted). Denying, “without good cause,” a “reasonable and timely motion to continue” is inconsistent with due process. *Id.*

Appeal of Morin is instructive. There, the agency’s denial of a continuance prevented the respondent in a workers’ compensation case from having his “physician present to testify.” *Id.* The Court explained that “physicians are especially important in a workers’ compensation case” and the physician’s absence prevented the respondent from being “able to explain” what appeared to be a “discrepancy” in the record. *Id.*

A physician is surely no more critical to a workers’ compensation claim than is a forensic accountant to an accounting fraud claim. And neither NHLC nor the Chair have disputed that the forensic accountants need at least six weeks to prepare. Moreover, while NHLC has been quick to point out that this is not a criminal case, the AG has made abundantly clear that this case could have criminal implications for Mr. Sanborn. *Supra* pp. 6–7. Even putting to the side what should be the Presiding Officer’s interest in a fair hearing, that criminal valance should give NHLC serious pause before strong-arming Mr. Sanborn into a hearing before he can prepare. It is due process in name only to “give the accused a day in court, with no opportunity to prepare for it.” *Powell v. State of Ala.*, 287 U.S. 45, 59 (1932) (quotations omitted).

CONCLUSION

The Presiding Officer should postpone the hearing in this matter until December 3, 2023.

Respectfully submitted,
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CERTIFICATE OF SERVICE

I certify that a copy of the foregoing notice of appearance has or will be served on the New Hampshire Lottery Investigation and Compliance Division via electronic mail to Mark W. Dell’Ofano, Assistant Attorney General, New Hampshire Department of Justice, Civil Law Bureau, 33 Capitol Street, Concord, NH 03301, mark.w.dellorfano@doj.nh.gov.

Date: October 5, 2023

/s/ Zachary R. Hafer
Zachary Hafer

Exhibit Q

THE STATE OF NEW HAMPSHIRE

LOTTERY COMMISSION

IN THE MATTER OF:

WIN WIN WIN, LLC, d/b/a "CONCORD CASINO"

(FAC-00074 and GOE-00079)

Docket No. Lot 23-018

RESPONDENTS' BRIEF REGARDING RIGHT TO A HEARING

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Counsel to Win Win Win, LLC d/b/a "Concord Casino" and Anthony M. Sanborn

As directed by the Pre-Hearing Order entered on September 28, 2023, Respondents Win Win, LLC d/b/a “Concord Casino” and Anthony M. Sanborn (“Respondents”) submit this brief “on the issue of whether the Commission must hold a hearing in accordance with RSA 287-D:23 to revoke the license due to a finding of non-suitability.” Pre-hearing Order ¶ 2. As explained herein, the text and structure of the relevant laws require a hearing before Respondents’ license can be revoked, at which the New Hampshire Lottery Commission (“NHLC”) and Attorney General’s Office (“AG”) bear the burden to make their case by a preponderance of the evidence.

Under RSA 287-D:11, every five years the AG and NHLC “shall conduct an investigation” of any person holding a gaming license and determine whether the licensee is “suitable to be associated with charitable gaming in New Hampshire.” *Id.* 287-D:11, II, III(a). If the AG and NHLC “determine” that the “person is not suitable, the person shall not ... continue to hold a license.” *Id.* 287-D:11, III(a). RSA 287-D:11 does not, however, authorize or address the procedure by which a gaming license may be suspended, revoked, or otherwise modified.

Authorization to penalize a licensee is instead set forth in RSA 287-D:23, entitled “Penalties.” Under that section, NHLC “may suspend or revoke the license of any licensee who [a] violates any provision of [Chapter 287-D] or [b] for just cause shown.” RSA 287 D:23, III. As to procedure, the New Hampshire Administrative Procedure Act (“APA”) sets the minimum process owed to licensees. *See* RSA 541-A:1, *et seq.* Under the APA, agencies have two options for modifying a license. *First*, if an “agency finds that public health, safety or welfare requires emergency action and incorporates a finding to that effect in its order, immediate suspension of a license may be ordered pending an adjudicative proceeding.” *Id.* 541-A:30, III. Having evidently concluded that the requirements of that section are not met, NHLC did not order that Respondents’ license be immediately suspended. *Second*, if the agency does not make specific findings as to the

need for emergency action, “[a]n agency shall not revoke, suspend, modify, annul, withdraw, or amend a license unless the agency first gives notice to the licensee of the facts or conduct upon which the agency intends to base its action, and gives the licensee an opportunity” to defend itself at an “adjudicative proceeding.” *Id.* 541-A:30, II. That establishes Respondents’ right to a hearing, a right that is repeated throughout the APA. *See, e.g.*, RSA 541-A:31, III (“In a contested case, all parties shall be afforded an adjudicative proceeding.”).

The APA sets a floor, not a ceiling, for the procedural protections owed to licensees. Under the APA, agencies may ratchet up their own safeguards. Specifically, the APA provides that “each agency shall ... [a]dopt” agency-specific “rules of practice setting forth the nature and requirement of all formal and informal procedures available,” which shall address matters such as the “[b]urden of proof.” *Id.* 541-A:16; 541-A:30-a, III(d). Per that directive, NHLC adopted NHLC-specific procedures, which are set out at Chapters Lot 200 and, secondarily, Lot 7200 of the Code of Administrative Rules. These procedures apply to all “hearings before [NHLC] affecting the rights or privileges of any person or organization.” Lot 201.01. As relevant here, the regulations dictate that any party “asserting a proposition shall bear the burden of proving the truth of the proposition by a preponderance of the evidence.” *Id.* 216.02. They also enumerate a list of bases upon which NHLC can demonstrate just cause to revoke a license under RSA 287-D:23. Lot 7209.03.

Here, applying the foregoing statutes and rules is straightforward. If NHLC and the AG wish to revoke Respondents’ license under RSA 287-D:23, III, then the APA¹—RSA 541-A:30 and RSA 541-A:31, in particular—require them to provide Respondents with an adjudicative proceeding before they do so. Lot 7209.03 identifies what NHLC and AG must establish during that hearing to justify revocation. And Lot 200 explains how those proceedings work—including

¹ As noted in Respondents’ Motion for Recordings of Pre-Hearing Conferences (at p. 6, n.3), the AG has effectively conceded that the APA governs here.

that NHLC and the AG bear the burden of establishing one of the alternative grounds for revocation set forth in Lot 7209.03 “by a preponderance of the evidence,” Lot 216.02.

At and preceding the September 27, 2023 Pre-Hearing Conference, the AG suggested otherwise, contending that *no* adjudicative proceeding is necessary before the licenses are revoked based on the AG’s adverse suitability determination, and that Respondents bear the burden of establishing by clear and convincing evidence that they should not be revoked. The AG is wrong.

To start, the proposition that no adjudicative proceeding is needed before revoking a license runs headfirst into both RSA 541-A:30, II—which, as noted, states the opposite—and RSA 541-A:31, which states that “parties *shall* be afforded . . . an adjudicative proceeding” in any “contested case.” It is also flatly inconsistent with the AG’s August 30, 2023 letter, NHLC’s August 31, 2023 letter, and the Hearing Notice, which all state that a hearing will be held under RSA 541-A:30. Ex. A, B, and C.² Further, that proposition would unjustly allow the AG to find a licensee unsuitable, provide neither reasoning nor notice to the licensee, and summarily deprive the licensee of their livelihood without a chance to be heard. The AG may quibble with how robust a due process right is owed to licensees, but there is no dispute that *some* process is required. *See, e.g., United Am. Ins. Co. v. Whaland*, 115 N.H. 212, 214 (1975) (due process “requires notice and an opportunity to be heard prior to the effective date of the license revocation”); *Appeal of Dell*, 140 N.H. 484, 492 (1995) (heightened due process requirements attach to “the loss of a privilege once granted”). The process-free arrangement the AG champions would violate the “basic principle of statutory construction that a legislative enactment will be construed to avoid conflict with constitutional rights wherever reasonably possible.” *State v. Smagula*, 117 N.H. 663, 666 (1977).

² *See also, e.g.,* NHLC, *Administrative Action and Hearings Process* at 1, <https://tinyurl.com/29ac23a8> (“If you receive a Notice of Administrative Action, you [may] request a hearing.”); *id.* (explaining that if a “license was suspended or revoked,” a “hearing *will be* scheduled”) (emphasis added).

Nor can the AG's view that RSA 287-D:11, III(a) triggers automatic revocation be squared with the APA's command that revocation cannot precede a hearing, or RSA 287-D:23, III's cabining of the right to revoke to "[a] any licensee who violates any provision of this chapter or [b] for just cause shown." On the AG's view, every suitability finding would immediately render NHLC in violation of the law: if RSA 287-D:11, III(a) means that the moment a licensee is found not unsuitable, the license is revoked, then NHLC would break the law every second it waited before the revocation—or, in this case, broke the law during the full five months between the March Suitability Report and commencing proceedings in August.³

The AG's overreach is even more apparent when one situates RSA 287-D:11 in the broader statutory scheme. RSA 287-D:11 deals with and is entitled "Background Investigations." It does not address the process for penalizing a licensee or revoking a license; it does not address who can actually effect the revocation; it does not address how quickly the revocation must occur; and it certainly does not mention the APA, let alone carve out an exception to RSA 541-A:30. RSA 287-D:11. Instead, the provisions that deal with penalties, revocation, and procedure, are provisions that expressly state that they concern "[p]enalties," "revo[cation]," and "procedure." RSA 287-D:23; RSA 541-A:30; Lot 200. That is all to say, the legislature via RSA 287-D:11 tasked the AG and NHLC with determining if a licensee is suitable and taking steps to ensure that such licensees no longer hold licenses, but it is RSA 287-D:23 and the related procedural protections that say *how* and *when* and *by whom* the revocation can take place. That is among the most basic principles of

³ The AG places significant weight on the lack of an "appeal" from the AG's suitability finding. But whether there is an appeal *after* a decision is unrelated to whether there is a right to a hearing *before* that decision is made. In any event, it would not make sense to tether an appeal right to a suitability finding with no independent force when there *is* already an appeal right from the operative decision on *revocation*. RSA 287-D:24, RSA 541:6. The AG has also not addressed the fact that RSA 287-D:23, III authorizes *NHLC* to revoke a license but says nothing about the AG's power to revoke on its own. If only NHLC can carry out a revocation, that is all the more reason the legislature would have linked the right to an appeal to a "decision of the *commission*." RSA 287-D:24 (emphasis added).

statutory interpretation: “[W]e ... are bound, not only by the ultimate purposes [the legislature] has selected, but by the means it has deemed appropriate, and prescribed, for the pursuit of those purposes.” *MCI Telecomms. Corp. v. Am. Tel. & Tel. Co.*, 512 U.S. 218, 231 n.4 (1994).

Finally, the AG’s assertion that Respondents must “show cause” why the licenses should not be revoked by “clear and convincing evidence” is unsupported. Neither “show cause” nor “clear and convincing” appear in Chapter 287-D, Lot 200, or Lot 7200, and adjudicatory bodies may not “consider what the legislature might have said or add language that the legislature did not see fit to include.” *Polonsky v. Town of Bedford*, 171 N.H. 89, 93 (2018). Where Chapter 287-D refers to what must be “shown,” it refers to the fact that “just cause” must be “shown” by the “lottery commission.” RSA 287-D:23, III. And the AG’s invitation to apply a “clear and convincing” standard seems to be, with all due respect, made up. As explained above, the APA tasks agencies with adopting procedural rules to address the “burden of proof,” RSA 541-A:30-a, III(d), and NHLC has done exactly that in Lot 216.02, which plainly states: “The party asserting a proposition shall bear the burden of proving the truth of the proposition by a preponderance of the evidence.”⁴ NHLC’s Proposed Findings are filled with propositions that it must establish—that Mr. Sanborn falsely obtained funds, that Mr. Sanborn misused funds, and so on, *see* Ex. D—and NHLC is not above its “own rules.” *Appeal of Gielen*, 139 N.H. 283, 288 (N.H. 1994).

For the foregoing reasons, a hearing is required before revoking Respondents’ license and NHLC bears the burden of proving its case by a preponderance of the evidence.

⁴ *NHLC’s own website* accepts that NHLC bears the burden of proof by a preponderance:

- **What is the burden of proof that the Lottery Commission has to meet to find the allegation true?**
The burden of proof for administrative hearings is preponderance of the evidence. This means that the Lottery Commission must demonstrate through the totality of admissible evidence that the allegation is more probable than not to be true or to have occurred.

NHLC, *Administrative Action and Hearings Process* at 2, <https://tinyurl.com/29ac23a8>. Were Respondents forced to prove their innocence by clear and convincing evidence, after NHLC had assured all citizens that NHLC bears the burden by preponderance, that would independently create a due process problem.

Respectfully submitted,

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Zachary R. Hafer

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CERTIFICATE OF SERVICE

I certify that a copy of the foregoing document has or will be served on the New Hampshire Lottery Investigation and Compliance Division via electronic mail to Mark W. Dell’Ofano, Assistant Attorney General, New Hampshire Department of Justice, Civil Law Bureau, 33 Capitol Street, Concord, NH 03301, mark.w.dellorfano@doj.nh.gov.

Date: October 5, 2023

/s/ Zachary R. Hafer
Zachary Hafer

Exhibit R

THE STATE OF NEW HAMPSHIRE

LOTTERY COMMISSION

Lot 23-018

IN THE MATTER OF:

WIN WIN WIN, LLC, d/b/a “CONCORD CASINO,”
(FAC-00074 and GOE-00079),
67 N. Main Street
Concord, NH 03301,
(the “Licensee”)

AMENDED NOTICE OF ADMINISTRATIVE HEARING

To: Win Win Win, LLC
d/b/a Concord Casino
67 South Main St.
Concord, NH 03301
Attn: Anthony Sanborn

On September 15, 2023, a Notice of Administrative Hearing was issued. At the Pre-Hearing Conferences held on September 22, 2023 and September 27, 2023, Respondent made an oral request to continue the October 3, 2023 hearing by two months. That motion was partially granted on September 28, 2023, which provided a 10-day extension and set the hearing for October 13, 2023. The September 15, 2023, Notice of Administrative Hearing is hereby amended solely with respect to the time, date, and location of the hearing. The Hearing is presently scheduled as follows:

October 13, 2023
10:00 a.m.
New Hampshire Lottery Commission
14 Integra Drive
Concord, NH 03301

SO ORDERED.

NEW HAMPSHIRE LOTTERY COMMISSION

10/6/23
Date



Debra M. Douglas, Chairman

Exhibit S

THE STATE OF NEW HAMPSHIRE
LOTTERY COMMISSION

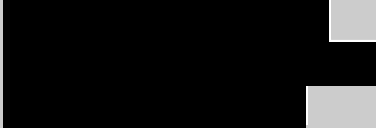
IN THE MATTER OF
WIN WIN WIN, LLC, d/b/a “CONCORD CASINO”
(FAC-00074 and GOE-00079)
Docket No. Lot 23-018

PRE-HEARING DISCLOSURE OF WITNESSES AND EXHIBITS

NOW COMES the New Hampshire Lottery Investigation and Compliance Division (the “Division”) and discloses its pre-hearing list of witnesses and exhibits.

WITNESSES


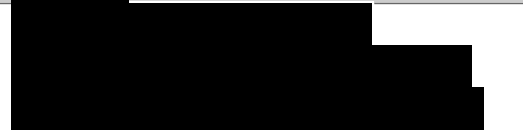
Name	Contact Information	Summary of Testimony
Leila McDonough, CPA (“Ms. McDonough”)	New Hampshire Lottery Commission Investigation & Compliance Division 14 Integra Drive Concord, NH 03301 Phone: 603-230-3104	Ms. McDonough will be called as a fact witness and expert witness for the Division. Ms. McDonough will testify about the following topics: <ul style="list-style-type: none">• Specific details of the 2022 & 2021 audits of the Respondent, including her recollections of conducting the audits at the Respondent’s casino.• Respondent’s financial condition.• Respondent’s financial records.• Respondent’s taxation.• Respondent’s applications for a Main Street Grant, PPP

Name	Contact Information	Summary of Testimony
		<p>Loans, and Economic Injury Disaster Loans.</p> <ul style="list-style-type: none"> • Respondent’s and Mr. Sanborn’s use of the proceeds from the Main Street Grant, PPP Loans, and Economic Injury Disaster Loans awarded to the Respondent and The Draft, LLC. •  • Details concerning Mr. Sanborn’s purchases of the three race cars alleged in the Notice of Administration • Respondent’s original and modified leases with The Best Revenge, LLC, and rent payments made by the Respondent to The Draft, LLC and The Best Revenge, LLC, • Respondent’s intercompany transfers of monies among Mr. Sanborn’s various businesses. • Respondent’s cash on hand and Mr. Sanborn’s refusal to allow her audit team to perform a verification count of it. • The SAR issued by Merrimack County Savings Bank concerning the Respondent’s transfer of \$52,500.

Name	Contact Information	Summary of Testimony
<p>Anthony M. Sanborn ("Mr. Sanborn")</p>	<p>71 Eagle Dr., Bedford, NH 03110</p>	<ul style="list-style-type: none"> • The New Hampshire charitable gaming industry. <p>Mr. Sanborn is anticipated to be an adverse witness to the Division. The Division intends to examine Mr. Sanborn under oath concerning the following matters:</p> <ul style="list-style-type: none"> • Respondent’s financial condition. • Respondent’s financial records. • Respondent’s taxation. • Respondent’s applications for a Main Street Grant, PPP Loans, and Economic Injury Disaster Loans. • Respondent’s and Mr. Sanborn’s use of the proceeds from the Main Street Grant, PPP Loans, and Economic Injury Disaster Loans awarded to the Respondent and The Draft, LLC. • Mr. Sanborn’s purchase and use of the three race cars alleged in the Notice of Administration • Respondent’s rent payments among the Respondent, The Draft, LLC, and The Best Revenge, LLC, • Respondent’s intercompany transfers of monies among Mr. Sanborn’s various businesses. • The source of funds used for the renovation of the Draft

Name	Contact Information	Summary of Testimony
		<p>Restaurant and the Respondent’s casino.</p> <ul style="list-style-type: none"> • The source of funds used in the Concord Connection, LLC project at Break ‘O Day Drive, Concord, NH. • The Respondent’s transactions with “Hooville” • Respondent’s cash on hand and Mr. Sanborn’s refusal to allow Lottery’s audit team to perform a verification count of it during the 2022 audit. • The SAR issued by Merrimack Savings Bank concerning the Respondent’s transfer of \$52,500.
<p>Laurie J. Sanborn (“Ms. Sanborn”)</p>	<p>71 Eagle Dr., Bedford, NH 03110</p>	<p>Ms. Sanborn is anticipated to be an adverse witness to the Division. The Division intends to examine Ms. Sanborn under oath concerning the following matters:</p> <ul style="list-style-type: none"> • Respondent’s financial condition. • Respondent’s financial records. • Respondent’s taxation. • Respondent’s applications for a Main Street Grant, PPP Loans, and Economic Injury Disaster Loans. • Respondent’s and Mr. Sanborn’s use of the proceeds from the Main Street Grant, PPP Loans, and Economic Injury Disaster Loans awarded to the Respondent and The Draft, LLC.

Name	Contact Information	Summary of Testimony
		<ul style="list-style-type: none"> • Mr. Sanborn’s purchase and use of the three race cars alleged in the Notice of Administration • Respondent’s rent payments among the Respondent, The Draft, LLC, and The Best Revenge, LLC, • Respondent’s intercompany transfers of monies among Mr. Sanborn’s various businesses. • The source of funds used for the renovation of the Draft Restaurant and the Respondent’s casino. • The source of funds used in the Concord Connection, LLC project at Break ‘O Day Drive, Concord, NH. • The Respondent’s transactions with “Hooville” • Respondent’s cash on hand day-to-day and during the 2022 audit.
<p>David J. Penchansky, CPA. Accountant for the Respondent, Mr. Sanborn, and Ms. Sanborn (“Mr. Penchansky”)</p>	<p>Penchansky & Co., PLLC 70 Stark Street Manchester, NH 03101 (603) 647-2400 info@penchansky.com</p>	<p>Mr. Penchansky is anticipated to be an adverse witness to the Division. The Division intends to examine Mr. Penchansky under oath concerning the following matters:</p> <ul style="list-style-type: none"> • Respondent’s financial condition. • Respondent’s financial records. • Respondent’s taxation. • Respondent’s applications for a Main Street Grant, PPP Loans, and Economic Injury Disaster Loans.

Name	Contact Information	Summary of Testimony
		<ul style="list-style-type: none"> • Respondent’s and Mr. Sanborn’s use of the proceeds from the Main Street Grant, PPP Loans, and Economic Injury Disaster Loans awarded to the Respondent and The Draft, LLC. • Mr. Sanborn’s purchase and the three race cars alleged in the Notice of Administration • Respondent’s rent payments among the Respondent, The Draft, LLC, and The Best Revenge, LLC, • Respondent’s intercompany transfers of monies among Mr. Sanborn’s various businesses. • The source of funds used for the renovation of the Draft Restaurant and the Respondent’s casino. • The source of funds used in the Concord Connection, LLC project at Break ‘O Day Drive, Concord, NH. • The Respondent’s transactions with “Hooville.”
<p>Linda J. Lorden President, Merrimack County Savings Bank (“Ms. Lorden”)</p>	<p>89 North Main Street, Concord, NH 03301</p>	
<p>Greg R. Tewksbury President and CEO of</p>	<p>16 Foundry Street PO Box 2826</p>	

Name	Contact Information	Summary of Testimony
New Hampshire Mutual Bank Corporation ("Mr. Tewksbury")	Concord, NH 03302 603.225.2793	[REDACTED]

EXHIBITS

Exhibit ID	Description	File Name	Witness(es)
Division's Exhibit 1	The Attorney General's suitability determination for Respondent and Mr. Sanborn.	Division's 01 - AG's Suitability Determination-S.pdf	N/A
Division's Exhibit 2	Respondent's Funding Application to SWC.	Division's 02 - Respondent's Funding Application to SWC_Redacted-S.pdf	Mr. Sanborn Ms. Sanborn
Division's Exhibit 3	Respondent's EIDL application.	Division's 03 - WWW EIDL Application-S_Redacted-S.pdf	Mr. Sanborn
Division's Exhibit 4	Respondent's Purchase of Green Porsche using EIDL proceeds for Mr. Sanborn's personal use.	Division's 04 - Purchase of Green Porsche-S.pdf	Mr. Sanborn Ms. Sanborn Ms. McDonough
Division's Exhibit 5	Respondent's Purchase of Red Porsche using EIDL proceeds for Mr. Sanborn's personal use.	Division's 05 - Purchase of Red Porsche-S.pdf	Mr. Sanborn Ms. Sanborn Ms. McDonough
Division's Exhibit 6	Respondent's Purchase of Ferrari using EIDL proceeds as a gift for Ms. Sanborn.	Division's 06 - Purchase of Ferrari-S.pdf	Mr. Sanborn Ms. Sanborn Ms. McDonough
Division's Exhibit 7	Respondent's payment to TF Moran Payment using EIDL proceeds for Concord Connection Project.	Division's 07 - TF Moran Payment-S.pdf	Mr. Sanborn Ms. Sanborn Ms. McDonough

Exhibit ID	Description	File Name	Witness(es)
Division's Exhibit 8	Respondent's payment to Geotechnical Services, Inc. using EIDL proceeds for Concord Connection Project.	Division's 08 - Payment to Geo Tech-S.pdf	Mr. Sanborn Ms. Sanborn Ms. McDonough
Division's Exhibit 9	Respondent's purchase of auto parts for the Green Porsche, Red Porsche, and Ferrari.	Division's 09 - Autoparts-S.pdf	Mr. Sanborn Ms. Sanborn Ms. McDonough
Division's Exhibit 10	EIDL Application of the Draft, LLC.	Division's 10 - The Draft EIDL Application_Redacted-S.pdf	Mr. Sanborn Ms. Sanborn Ms. McDonough
Division's Exhibit 11	Email from Michael Evans to Ms. Sanborn concerning multiple EIDL applications.	Division's 11 - Email from Evens to Sanborn RE EIDL-S.pdf	Ms. Sanborn
Division's Exhibit 12	Mr. and Ms. Sanborn's EIDL application for their real estate business.	Division's 12 - AS & LS EIDL Application_Redacted-S.pdf	Mr. Sanborn Ms. Sanborn
Division's Exhibit 13	Mr. and Ms. Sanborn's 2019 rental income provided in support of their EIDL application.	Division's 13 - AS & LS Rental Income 2019 for EIDL-S.pdf	Mr. Sanborn Ms. Sanborn
Division's Exhibit 14	Letter from David J. Penchansky, CPA to the U.S. Small Business Administration.	Division's 14 - Accountants Letter for EIDL-S.pdf	Mr. Penchansky Ms. McDonough
Division's Exhibit 15	Receipt of payment to SpringWest Capital of a \$10,000 success fee for securing the Respondent's EIDL.	Division's 15 - WWW Success Fee on \$500k EIDL-S.pdf	Mr. Sanborn Ms. Sanborn Mr. Penchansky Ms. McDonough

Exhibit ID	Description	File Name	Witness(es)
Division's Exhibit 16	Receipt of payment to SpringWest Capital of a \$10,000 success fee for securing the The Draft, LLC's EIDL.	Division's 16 - The Draft Success Fee on \$500k EIDL-S.pdf	Mr. Sanborn Mr. Penchansky
Division's Exhibit 17	Mr. Sanborn's EIDL application in his capacity as a self-employed sole proprietor.	Division's 17 - AS EIDL Application_Redacted-S.pdf	Mr. Sanborn Mr. Penchansky
Division's Exhibit 18	Commercial Lease Agreement dated Sept. 17, 2018, between The Best Revenge LLC as Lessor and the Respondent as Lessee for casino space at 67 S. Main Street, Concord, NH. (Rent: \$500/month).	Division's 18 - WWW Lease 2018-S.pdf	Mr. Sanborn Ms. Sanborn Mr. Penchansky Ms. McDonough
Division's Exhibit 19	First page of Commercial Lease Agreement dated Sept. 17, 2022, between The Best Revenge LLC as Lessor and the Respondent as Lessee for casino space at 67 S. Main Street, Concord, NH. (Rent: \$20,000/month).	Division's 19 - WWW Lease 2022-S.pdf	Mr. Sanborn Ms. Sanborn Mr. Penchansky Ms. McDonough
Division's Exhibit 20	Respondent's cash flow statement from July 2021 through July 2022.	Division's 20 - WWW Cash Flow-S.pdf	Mr. Sanborn Ms. Sanborn Mr. Penchansky Ms. McDonough

Exhibit ID	Description	File Name	Witness(es)
Division's Exhibit 21	Respondent's general ledger as of July 31, 2022.	Division's 21 - WWW GL (July 2022)-S.pdf	Mr. Sanborn Ms. Sanborn Mr. PENCHANSKY Ms. McDONOUGH
Division's Exhibit 22	Ms. McDonough's Analysis of the Respondent's Operating Account - July 2021-August 2022.	Division's 22 - CC Operating Acct Balance Chart-AS.pdf	Ms. McDonough
Division's Exhibit 23	Respondent's financial transactions January 2017-August 2022.	Division's 23 - WWW Transactions-S.pdf	Mr. Sanborn Ms. Sanborn Mr. PENCHANSKY Ms. McDONOUGH
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Division's Exhibit 26	Respondent's bank statement dated August 31, 2022, for account ending 3544.	Division's 26 - AUG22 #73544-Operating Bank Account_Redacted-S.pdf	Mr. Sanborn Ms. Sanborn Mr. PENCHANSKY Ms. McDONOUGH

Exhibit ID	Description	File Name	Witness(es)
Division's Exhibit 27	Respondent's rent analysis for its casino space at 67 S. Main St., Concord, NH – January 2021-December 2022.	Division's 27 - WWW Rent Analysis (WWW)-S.pdf	Mr. Sanborn Ms. Sanborn Mr. Penchansky Ms. McDonough
Division's Exhibit 28	Respondent's balance sheet as of August 31, 2022.	Division's 28 - Concord Casino balance sheet aug 2022 detail-S.pdf	Mr. Sanborn Ms. Sanborn Mr. Penchansky Ms. McDonough
Division's Exhibit 29	Respondent's 2022 Audit Report	Division's 29 - Concord Casino 2022 Audit Report-S.pdf	Ms. McDonough
Division's Exhibit 30	Respondent's 2021 Audit Report	Division's 30 - Concord Casino 2021 Audit Report-S.pdf	Ms. McDonough
Division's Exhibit 31	Listing of recipients of New Hampshire Main Street Fund Grants	Division's 31 - Main Street Grant Funding-S.pdf	Mr. Sanborn Ms. Sanborn Mr. Penchansky Ms. McDonough
Division's Exhibit 32	Respondent's 2023 Game Operator Employer license application	Division's 32 - 2023 GOE Application_Redacted-S.pdf	Mr. Sanborn Ms. McDonough
Division's Exhibit 33	Respondent's 2022 Game Operator Employer license application	Division's 33 - 2022 GOE Application-S.pdf	Mr. Sanborn Ms. McDonough
Division's Exhibit 34	Mr. & Ms. Sanborn's 2020 Form 1040 Schedules C, D, and E.	Division's 34 - 2020 1040 Schedules C-E_Redacted-S.pdf	Mr. Sanborn Ms. Sanborn Mr. Penchansky Ms. McDonough
Division's Exhibit 35	Respondent's and Mr. & Mrs. Sanborn's 2020 NH Tax Return	Division's 35 - WWW 2020 NH Tax Return-S_Redacted.pdf	Mr. Sanborn Ms. Sanborn Mr. Penchansky Ms. McDonough

Exhibit ID	Description	File Name	Witness(es)
Division's Exhibit 36	Renewal Notice for Mr. Sanborn's personal certificate of deposit account ending 3996 dated August 19, 2022	Division's 36 - Ledyard CD Account - Sanborn-S.pdf	Mr. Sanborn Mr. Penchansky Ms. McDonough
Division's Exhibit 37	Comparison of New Hampshire casino rents charged to charities.	Division's 37 - CC Rent Comparison 6.30.22_Redacted.pdf	Ms. McDonough
Division's Exhibit 38	Mr. Sanborn's personal guarantee of Respondent's EIDL	Division's 38 - WWW EIDL Guarantee-S.pdf	Mr. Sanborn Ms. Sanborn Mr. Penchansky Ms. McDonough
Division's Exhibit 39	Respondent's EIDL Loan Agreement	Division's 39 - WWW EIDL Loan Agreement-S.pdf	Mr. Sanborn Ms. Sanborn Mr. Penchansky Ms. McDonough
Division's Exhibit 40	Respondent's EIDL Lobbying Certification	Division's 40 - WWW EIDL Lobbying Cert-S.pdf	Mr. Sanborn Ms. Sanborn
Division's Exhibit 41	Respondent's EIDL Promissory Note	Division's 41 - WWW EIDL Promissory Note-S.pdf	Mr. Sanborn Ms. Sanborn Mr. Penchansky Ms. McDonough
Division's Exhibit 42	Respondent's EIDL Security Agreement	Division's 42 - WWW EIDL Security Agreement-S.pdf	Mr. Sanborn Ms. Sanborn Mr. Penchansky Ms. McDonough
Division's Exhibit 43	US. Small Business Administration Frequently Asked Questions about COVID-19 EIDL	Division's 43 - EIDL FAQs-S.pdf	Mr. Sanborn Ms. Sanborn Ms. McDonough
Division's Exhibit 44	US. Small Business Administration Standard Operating Procedure 50 30 9 – Disaster Assistance Program	Division's 44 - SBA SOP 50 30 9-FINAL-S.pdf	Mr. Sanborn Ms. Sanborn Ms. McDonough

Exhibit ID	Description	File Name	Witness(es)
Division's Exhibit 45	13 CFR 123.303 - Allowed Uses of EIDL Proceeds	Division's 45 - 13 CFR 123.303 - Allowed Uses of EIDL Proceeds – S.pdf	Mr. Sanborn Ms. Sanborn Ms. McDonough
Division's Exhibit 46	13 CFR 123.301 - EIDL Ineligible Businesses	Division's 46 - 13 CFR 123.301 - EIDL Ineligible Businesses - S.pdf	Mr. Sanborn Ms. Sanborn Ms. McDonough
Division's Exhibit 47	Federal and State COVID-19 relief monies received by the Respondent and the Draft	Division's 47 - PPP EIDL and State COVID-19 Funds- S.pdf	Mr. Sanborn Ms. Sanborn Mr. Penchansky Ms. McDonough

The Division reserves the right to add, amend, modify, supplement, or remove any witness or exhibit to or from the above lists.

Respectfully submitted,

NEW HAMPSHIRE LOTTERY INVESTIGATION
AND COMPLIANCE DIVISION

By its attorney,

JOHN M. FORMELLA
ATTORNEY GENERAL

Date: October 7, 2023

By:



Mark W. Dell'Orfano (#19962)
Assistant Attorney General

New Hampshire Department of Justice
Civil Law Bureau
33 Capitol Street
Concord, NH 03301-6397
Tel: (603) 271-3650
Email: mark.w.dellorfano@doj.nh.gov

Exhibit T

Katz, Adam M.

From: Dell'Orfano, Mark <Mark.W.DellOrfano@doj.nh.gov>
Sent: Tuesday, October 10, 2023 10:23 AM
To: Knights, Mark
Cc: Katz, Adam M.; Hafer, Zach
Subject: Re: Subpoenas for Mr. & Ms. Sanborn

[External]

Hi Mark:

I am not going to subpoena the Sanborns. If they are at the hearing, I might call one or both of them; but I do not believe there is any need to compel their attendance.

Best,
Mark

-

Mark W. Dell'Orfano
Assistant Attorney General
Tel: 603.271.1236
Email: mark.w.dellorfano@doj.nh.gov

New Hampshire Department of Justice
Civil Law Bureau
Office of the Attorney General
33 Capitol St.
Concord, NH 03301
Main: 603.271.3658 | Fax: 603.271.2110

-Sent from my phone.

From: Knights, Mark <mknight@nixonpeabody.com>
Sent: Monday, October 9, 2023 9:46:25 AM
To: Dell'Orfano, Mark <Mark.W.DellOrfano@doj.nh.gov>
Cc: Katz, Adam M. <akatz@cooley.com>; Hafer, Zach <ZHafer@cooley.com>
Subject: RE: Subpoenas for Mr. & Ms. Sanborn

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Mark,

Yes, I can accept service of the subpoenas.

Best,
Mark

Mark T. Knights
Partner

Ride for Resilience: On October 13, I'll be cycling 100 miles across New Hampshire to raise funds for the NH Children's Trust, the state's leading child abuse and neglect prevention organization. Learn more and donate at <https://www.pledgereg.com/382901>.

From: Dell'Orfano, Mark <Mark.W.DellOrfano@doj.nh.gov>
Sent: Sunday, October 8, 2023 10:02 AM
To: Knights, Mark <mknights@nixonpeabody.com>
Cc: Katz, Adam M. <akatz@cooley.com>; Hafer, Zach <ZHafer@cooley.com>
Subject: Subpoenas for Mr. & Ms. Sanborn

[EXTERNAL E-MAIL]

Be Aware of Links and Attachments

Hi Mark:

Are you authorized to accept subpoenas for Andy and Laurie Sanborn?

Thanks,
Mark

-

Mark W. Dell'Orfano
Assistant Attorney General
Tel: 603.271.1236
Email: mark.w.dellorfano@doj.nh.gov

New Hampshire Department of Justice
Civil Law Bureau
Office of the Attorney General
33 Capitol St.
Concord, NH 03301
Main: 603.271.3658 | Fax: 603.271.2110

-Sent from my phone.

Exhibit U



Zachary Hafer
T: +1 617 937 1370
zhafer@cooley.com

Transmitted via Electronic Mail

October 8, 2023

Mark W. Dell'Orfano
Assistant Attorney General
New Hampshire Department of Justice, Civil Law Bureau
33 Capitol Street, Concord, NH 03301
Tel: 603-271-3650
Email: mark.w.dellorfano@doj.nh.gov

Re: Second Set of Discovery Requests

Action: *In the Matter of Win Win Win, LLC, d/b/a "Concord Casino,"* Lot 23-018

Dear Mr. Dell'Orfano:

Pursuant to N.H. Admin. Lot ("Lot") 215.01, Respondents Win Win Win, LLC d/b/a "Concord Casino" and Anthony M. Sanborn hereby request that the New Hampshire Lottery Commission ("NHLC") make a "complete and timely" production of "information or documents relevant to the hearing" in the above-captioned matter, in accordance with the definitions and requests set forth below. Lot 215.01(a). If the following requests seek information or documents that do not exist or that are inaccessible to you or NHLC, Respondents respectfully ask that you promptly confirm that in writing.

Separately, Respondents note that NHLC has not yet responded to the discovery requests Respondents served upon NHLC on September 25, 2023. That is nearly two weeks ago. As Respondents noted on the record during the September 22, 2023 pre-hearing conference, NHLC has represented that "there's very little discovery" in this case. Conference Tr. (Sept. 22, 2023). Given NHLC's unexplained refusal to consent to a reasonable extension of the hearing date, please provide all discovery responsive to the requests set forth in this letter and those set forth in Respondents prior letter **by 4:00 p.m. ET on Monday, October 9, 2023**. NHLC has a duty to "attempt in good faith to make a complete and timely response to requests for ... voluntary production." Lot 215.01(a). Failing to make any productions while simultaneously insisting on a hearing date that tramples Respondents' due process rights is not "good faith."

Respondents reserve their rights, pursuant to Lot 215.01 and Lot 215.02, to request additional information to further investigate and clarify the responses to the following requests.

DEFINITIONS

1. **"AAG"** means Assistant Attorney General Mark W. Dell'Orfano.
2. **"Action"** means the above-captioned matter, *In the Matter of Win Win Win, LLC d/b/a "Concord Casino,"* Docket No. Lot 23-018.
3. **"Attorney General"** means the office of the New Hampshire Attorney General and all of that office's component parts, including but not limited to the Civil Law Bureau.
4. **"Communication"** means any transmissions of information from one person or entity to another via any means, including any electronic or non-electronic written communications, telephone



October 8, 2023
Page Two

Transmitted via Electronic Mail

communications, in-person communications, email communications, chat communications, instant message communications, or text message communications.

5. **“Identify”** means to describe completely and with particularity all relevant facts about the subject.
6. **“NHLC”** means the New Hampshire Lottery Commission and all of its component parts, including but not limited to the Investigation and Compliance Division and all officers and employees.

REQUESTS

REQUEST NO. 13: All sources and other materials relied upon in the preparation and drafting of NHLC Exhibit Nos. 22, 31, and 37.

REQUEST NO. 14: Please identify all persons and/or entities involved in the preparation and drafting of NHLC Exhibit Nos. 22, 31, and 37.

REQUEST NO. 15: All *ex parte* Communications sent or received, since August 30, 2023, between the Attorney General or AAG and NHLC regarding this Action, including but not limited to Communications sent from the Attorney General or AAG to NHLC Chair Debra M. Douglas or sent from NHLC Chair Debra M. Douglas to the Attorney General or AAG.

REQUEST NO. 16: To the extent not already captured by Request No. 13, identify and describe all telephonic and non-written *ex parte* Communications sent or received regarding this Action, since August 30, 2023, between the Attorney General or AAG and NHLC, including but not limited to Communications sent from the Attorney General or AAG to NHLC Chair Debra M. Douglas or sent from NHLC Chair Debra M. Douglas to the Attorney General or AAG.

REQUEST NO. 17: All Communications between NHLC and/or the AG and Greg R. Tewksbury, David J. Penchansky, and/or Linda J. Lorden.

REQUEST NO. 18: All notes, audio recordings, videos, Communications, or other records relating to Leila McDonough’s “recollections of conducting the audits” of Respondents, as referenced on page 1 of NHLC’s Pre-Hearing Disclosure of Witnesses and Exhibits.

Please do not hesitate to contact me with any questions.

Sincerely,

/s/ Zachary R. Hafer
Zachary Hafer
Cooley LLP
500 Boylston Street
Boston, MA 02116

Counsel to Win Win Win, LLC d/b/a/ “Concord Casino” and Anthony M. Sanborn

cc: New Hampshire Lottery Commission

Exhibit V



Zachary Hafer
T: +1 617 937 1370
zhafer@cooley.com

Transmitted via Electronic Mail

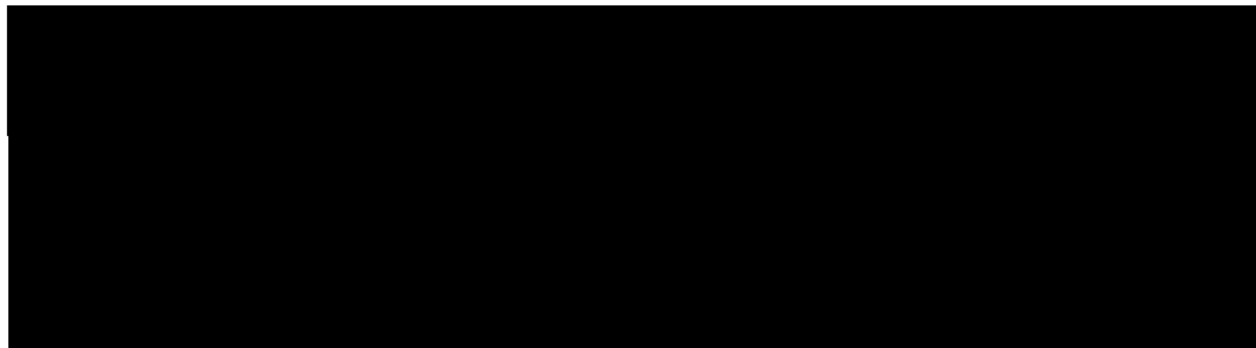
October 8, 2023

Mark W. Dell'Orfano
New Hampshire Department of Justice, Civil Law Bureau
33 Capitol Street, Concord, NH 03301
Tel: 603-271-3650
Email: mark.w.dellorfano@doj.nh.gov

Re: NHLC Pre-Hearing Disclosure of Witnesses and Exhibits
Action: *In the Matter of Win Win Win, LLC, d/b/a "Concord Casino," Lot 23-018*

Dear Mr. Dell'Orfano:

Respondents Win Win Win, LLC d/b/a "Concord Casino" and Anthony M. Sanborn write regarding the Pre-Hearing Disclosure of Witnesses and Exhibits filed by the New Hampshire Lottery Commission ("NHLC"). That Disclosure indicates that Leila McDonough intends to testify about the "[REDACTED]" and that Linda J. Lorden and Greg R. Tewksbury intend to testify "concerning the circumstances that caused [REDACTED]" [REDACTED] is included as Division Exhibit 24 in redacted form. Respondents also note that an unredacted copy of [REDACTED] is included as page 177 of the Suitability Report.



[REDACTED] In our view, it would likely violate federal law for NHLC's witnesses to give their planned public testimony on the [REDACTED].

Please do not hesitate to contact me with any questions.

Sincerely,

/s/ Zachary R. Hafer
Zachary Hafer
Cooley LLP
500 Boylston Street
Boston, MA 02116

Counsel to Win Win Win, LLC d/b/a/ "Concord Casino" and Anthony M. Sanborn

cc: New Hampshire Lottery Commission

Exhibit W

THE STATE OF NEW HAMPSHIRE

LOTTERY COMMISSION

IN THE MATTER OF:

WIN WIN WIN, LLC, d/b/a “CONCORD CASINO”

(FAC-00074 and GOE-00079)

Docket No. Lot 23-018

NOTICE OF POTENTIAL CONFLICT

Pursuant to N.H. Admin. Lot (“Lot”) 206.03(a), Respondents Win Win Win, LLC d/b/a “Concord Casino” and Anthony M. Sanborn submit this Notice of Potential Conflict. It has come to Respondents’ attention that the Presiding Officer—Chair Debra M. Douglas—has a potential financial conflict of interest with undersigned counsel, Mark Knights. Mr. Knights is a partner at the law firm Nixon Peabody LLP (“Nixon”). Nixon is presently involved in litigation against the law firm Douglas, Leonard & Garvey, PC (“DL&G”), in which Nixon and DL&G have asserted claims against one another. The suit is a financial matter involving a dispute over a large sum of money and undersigned can confirm there is a potential for additional similar lawsuits involving similar claims and similar accounts in the future. Chair Douglas is the spouse of Charles G. Douglas III, a named partner at DL&G. Mr. Douglas is also a material witness in the litigation between Nixon and DL&G; Mr. Knights may be a witness as well. DL&G stands to gain or lose a substantial sum of money in the litigation with Nixon and the longer that litigation extends, the larger the financial burden to DL&G in the form of legal fees to its outside counsel. Mr. Douglas is a partner at DL&G and law partners typically share in the profits and expenses of the firm. And

the law presumes that married spouses pool resources and/or enjoy them in common. Chair Douglas therefore may have a direct personal stake in the litigation between Nixon and DL&G. *See, e.g., Plaistow Bank & Trust Co. v. Webster*, 121 N.H. 751, 754 (1981) (explaining that having a pecuniary interest triggers a “*per se* rule of disqualification”).

Respondents reserve the right to file a Motion for Recusal on this and any other meritorious grounds. *See* Lot 206.03(a).

Respectfully submitted,
/s/ Zachary R. Hafer
Zachary R. Hafer

ZACHARY R. HAFER
ADAM M. KATZ
COOLEY LLP
500 Boylston Street
Boston, MA 02116
Tel: 617-931-2300
zhafer@cooley.com
akatz@cooley.com

KAITLAND KENNELLY
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55 Hudson Yards
New York, NY 10001
Tel : 202-479-6000
kkennelly@cooley.com

MARK T. KNIGHTS
NIXON PEABODY LLP
900 Elm Street
Manchester, NH 03101
Tel: 603-628-4027
mknights@nixonpeabody.com

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing notice of appearance has or will be served on the New Hampshire Lottery Investigation and Compliance Division via electronic mail to Mark W. Dell’Ofano, Assistant Attorney General, New Hampshire Department of Justice, Civil Law Bureau, 33 Capitol Street, Concord, NH 03301, mark.w.dellorfano@doj.nh.gov.

Date: October 8, 2023

/s/ Zachary R. Hafer
Zachary Hafer

Exhibit X

THE STATE OF NEW HAMPSHIRE

LOTTERY COMMISSION

IN THE MATTER OF:

WIN WIN WIN, LLC, d/b/a "CONCORD CASINO"

(FAC-00074 and GOE-00079)

Docket No. Lot 23-018

MOTION TO RECUSE PRESIDING OFFICER

ZACHARY R. HAFER
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Counsel to Win Win Win, LLC d/b/a "Concord Casino" and Anthony M. Sanborn

Respondents Win Win Win d/b/a “Concord Casino” and Anthony M. Sanborn hereby move pursuant to N.H. Admin. Lot (“Lot”) 209.01 and Lot 206.03 for the Presiding Officer—New Hampshire Lottery Commission (“NHLC”) Chair Debra M. Douglas—to recuse herself for good cause and to avoid the appearance of impropriety and lack of impartiality.

ARGUMENT

Either “[u]pon his or her own initiative or upon the motion of any party, the presiding officer shall, for good cause or to avoid the appearance of impropriety or lack of impartiality, withdraw from any hearing.” Lot 206.03(a). “[G]ood cause *shall* exist if,” among other things, the Presiding Officer “[h]as a direct interest in the outcome of the proceeding” or “[h]as made statements or engaged in behavior which objectively demonstrates that he or she has prejudged the facts of the case.” Lot 206.03(b) (emphasis added).

This impartiality requirement is recognized by NHLC, the New Hampshire Supreme Court, and the New Hampshire Constitution. The NHLC website states: “The Hearings Examiner is a neutral and detached party whom the Lottery has delegated the authority to preside over a proceeding.” NHLC, *Administrative Action and Hearings Process* at 2 (last visited Oct. 9, 2023), <https://tinyurl.com/29ac23a8>. The New Hampshire Supreme Court has held that impartiality is a necessary precondition to due process: “An agency, like a trial court, must follow fair procedures and provide due process. One element of this requirement is the opportunity to present one’s case ... before an impartial fact-finder.” *Appeal of Morin*, 140 N.H. 515, 518 (1995). And the New Hampshire Constitution deems impartiality “essential” to due process:

It is essential to the preservation of the rights of every individual, his life, liberty, property, and character, that there be an impartial interpretation of the laws, and administration of justice. It is the right of every citizen to be tried by judges as impartial as the lot of humanity will admit.

N.H. Const. pt. I, art. 35. This mandate “applies to both trial judges and members of administrative boards acting in a quasi-judicial capacity.” *Appeal of Grimm*, 141 N.H. 719, 720 (1997).

Because Chair Douglas has prejudged the facts and because her presiding over this matter creates the appearance of impropriety and partiality, she must withdraw.

I. The Chair Must Withdraw Because She Has Prejudged the Facts and Created the Appearance of Partiality

At the pre-hearing conference held September 22, 2023, the Chair stated that she “agree[d] with [NHLC] that they have *shown* unsuitability”—past tense. Ex. A at 7 (emphasis added). That is, the Chair has already decided that Respondents’ unsuitability has been “shown.” In doing so, the Chair has formed her view on the ultimate issue to be decided in this case—suitability—prior to a hearing. That is the definition of prejudgment. The Chair has made a “statement[] ... which objectively demonstrates” that “she has prejudged the facts” and under NHLC regulations “good cause *shall* exist” under those circumstances to withdraw. Lot 206.03 (emphasis added).

Under New Hampshire law, when an adjudicator has “prejudg[ed] ... issues of fact,” there is “no doubt” that this calls for “disqualification.” *Appeal of Lathrop*, 122 N.H. 262, 265 (1982) (quotation marks omitted); *see, e.g., N.H. Milk Dealer’s Ass’n v. Milk Control Board*, 107 N.H. 335, 339 (1966) (finding plaintiffs were “denied basic due process rights” by agency hearing officer who “evinced a predetermination” before the hearing); *Cinderella Career & Finishing Schools, Inc. v. FTC*, 425 F.2d 583, 589–90 (D.C. Cir. 1970) (finding that agency chair who appeared to prejudge the facts in a hearing and then participated in that hearing “amounted to a denial of due process”) (cited and relied upon in *Appeal of Lathrop*, 122 N.H. at 265).

The Hearing Notice confirms that the hearing in this case is principally meant to address whether Mr. Sanborn “is suitable to be associated with charitable gaming in New Hampshire.” Hearing Notice at 2 (Sept. 18, 2023). The Chair has made clear her view: “unsuitability” has

already been “shown.” Ex. A at 7. That is unsurprising, given that the Chair leads NHLC, the same agency that presumed Respondents’ unsuitability in the first place. At minimum, preserving the appearance of impartiality means not having the adjudicator make a ruling on her own decision after she has already stated that the decision is correct.

II. The Chair Must Withdraw To Avoid the Appearance of Impropriety

The Chair must withdraw “to avoid the appearance of impropriety.” Lot 206.03(a). That is so for several reasons.

First, at the September 22, 2023 pre-hearing conference, the Chair stated that she was reluctant to allow Respondents adequate time to prepare for the hearing because, in her view, “New Hampshire [i]s very, very small,” the “optics for the agency [are] not good,” and Mr. Sanborn was causing damage to NHLC’s “brand”:

I don’t care where I am. People are coming up to me all the time. And it’s damaging our brand.

Ex. A at 6. It is improper for the Chair to be discussing this ongoing case with unidentified third parties. It is improper for the Chair to openly base her ruling on “optics.” It is improper to blame Respondents for “damaging [NHLC’s] brand” when the only reason these proceedings have become highly publicized is because the *Attorney General* decided to publicly announce them, while simultaneously taking the unusual step of disclosing the existence of a criminal investigation by the state (and referral to federal authorities for another investigation) of Mr. Sanborn.¹ And perhaps most of all, the Chair’s statement strongly suggests that she has thus far refused to allow Respondents enough time to prepare because she views Respondents as harming not just NHLC, but her *personally* (“damaging *our* brand”). That “direct interest in the outcome of the proceeding”

¹ N.H. Dept. of Justice, *Attorney General Finds Concord Casino Owner Not Suitable to be Associated with Charitable Gaming in New Hampshire* (Aug. 31, 2023), <https://tinyurl.com/32eewcf8>.

itself demands recusal. Lot 206.03(b)(1). No matter how well-intentioned the Chair’s desire to preserve NHLC’s image, “[i]t requires no superior olfactory powers to recognize that the danger of unfairness through prejudgment is not diminished by a cloak of self-righteousness.” *Cinderella Career & Finishing Schools*, 425 F.2d at 590.

Second, the Chair has refused to allow Respondents enough time to prepare in part due to her travel schedule. After finding that Respondents had shown “just cause” to postpone the hearing to allow them “time to prepare,” the Chair moved the hearing just 10 days—October 3 to October 13. All agree that is nowhere near enough time for Respondents to prepare, especially after NHLC disclosed—for the first time in a filing made in the middle of the night on Saturday—that they now plan to call six witnesses and introduce 47 exhibits, many of which were not previously produced to Respondents.² Pre-Hearing Order at 1 (Sept. 28, 2023). At the September 22, 2023 pre-hearing conference, the Chair explained that “one reason” she was “trying to get this done” quickly is because she is “leaving October 16th.” Ex. A at 9. While the nature of the Chair’s travel is unclear, it is improper to shortchange Respondents’ due process rights—for a hearing that imperils their livelihood, reputation, and liberty—because of travel plans.

Third, a reasonable observer would find the Chair’s relationship with NHLC’s counsel, Assistant Attorney General Mark Dell’Orfano (“AAG”), troubling. Prior to the first conference, Respondents spoke with the AAG and made what should have been an uncontroversial request to allow Respondents sufficient time to prepare for a hearing. In response, the AAG responded that he had been “instructed by” NHLC—the same body led by the Chair—to “oppose *any* motion to continue the hearing.” Ex. B (emphasis added). It is problematic for a Presiding Officer to—

² NHLC also apparently intends, in violation of federal law, to introduce evidence related to Suspicious Activity Reports. Ex. E.

directly or indirectly—instruct counsel to oppose motions implicating due process concerns at all costs and then to assume the role of *ruling* on those very same motions.³ The AAG has since stated that he represents the “Investigation and Compliance Division” of NHLC—again, NHLC is the body led by the Chair—but “do[es] not represent Chair Douglas.” Ex. C. Even if that were a meaningful distinction, there would still be a problem: if the AAG is not representing the Chair, then why has the AAG provided legal counsel to the Chair and guided her on-the-record statements? For example, at the September 22, 2023 pre-hearing conference, when Respondents tried to seek clarity on the “brand” damage the Chair was referring to, the AAG interrupted the Chair, advised her to “be careful with that,” and prevented her from providing an answer. Ex. A at 6. And when Respondents tried to clarify the Chair’s statement that “unsuitability” had already been “shown,” the AAG once again prevented her from answering. *Id.* at 7.

There is an obvious appearance of impropriety when the Presiding Officer and counsel for one of the parties have a quasi-attorney-client relationship. Particularly when the AAG here has pressed legal positions that cannot be reconciled with New Hampshire law, such as the idea that “the Attorney General is not subject to [NHLC’s] rules,” Ex. D at 9, or that due process is irrelevant here because the Attorney General is being “gracious” by even allowing Respondents a chance to “present [their] case,” *id.* at 7. In fact, at one point during the September 28, 2023 conference, the AAG went so far as to deny that the Administrative Procedure Act’s pre-revocation hearing requirement applies to the Attorney General at all, stating—without support—that this “isn’t one of those situations” where process is needed. *Id.* at 9. It is not reasonable to expect the Chair to preside over a fair hearing when counsel for the body she leads has stated he was “taken aback a little bit that there’s some kind of expectation that the State has to put on” *any evidence.* *Id.* at 7.

³ Respondents’ motion to postpone the hearing until December 3, 2023 remains pending.

* * * * *

Separate and apart from the above, the “*appearance*” of partiality and impropriety requires recusal. Lot 206.03(a) (emphasis added). Whether or not there is in fact partiality or impropriety, adjudicators must recuse themselves to “avoid even the appearance” thereof. *State v. Bader*, 148 N.H. 265, 28 (2002) (quotation marks omitted). Here, a reasonable observer would wonder why NHLC has departed from its stated practice of using a “neutral and detached” Presiding Officer. It is no secret that this case is important to NHLC—that much is apparent from the Attorney General’s press-release, which has caused significant collateral damage to, among other things, Respondents’ well-being and reputation. It is also a fact that NHLC has tried to minimize Respondents’ time to prepare and even—subject to an overdue correction from the AAG—argued that Respondents are entitled to no hearing at all. A reasonable observer fully informed of these facts would ask, above all else, whether NHLC is ignoring New Hampshire’s impartiality requirement and attempting to tilt its normal rules in its favor to gain an improper advantage in a closely watched case in which it hopes to avoid the scrutiny of an independent arbiter.

CONCLUSION

The Presiding Officer must immediately withdraw from this proceeding.

Respectfully submitted,
/s/ Zachary R. Hafer
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CERTIFICATE OF SERVICE

I certify that a copy of the foregoing notice of appearance has or will be served on the New Hampshire Lottery Investigation and Compliance Division via electronic mail to Mark W. Dell’Ofano, Assistant Attorney General, New Hampshire Department of Justice, Civil Law Bureau, 33 Capitol Street, Concord, NH 03301, mark.w.dellorfano@doj.nh.gov.

Date: October 9, 2023

/s/ Zachary R. Hafer
Zachary Hafer

Exhibit Y

THE STATE OF NEW HAMPSHIRE
LOTTERY COMMISSION

IN THE MATTER OF

WIN WIN WIN, LLC, d/b/a “CONCORD CASINO”
(FAC-00074 and GOE-00079)

Docket No. Lot 23-018

**FIRST AMENDED PRE-HEARING DISCLOSURE
OF WITNESSES AND EXHIBITS**

NOW COMES the New Hampshire Lottery Investigation and Compliance Division (the “Division”), by and through its attorney, John M. Formella, Attorney General, and presents its First Amended Pre-Hearing Disclosure of Witnesses and Exhibits.

I. SUMMARY OF AMENDMENTS

A. Amendments to Witness List.

The Division has removed Linda J. Lorden and Greg R. Tewksbury from the list of witnesses previously disclosed to the Respondent and the New Hampshire Lottery Commission (the “Commission”) on October 7, 2023.

B. Amendments to Exhibit List.

The Division has removed “Division’s Exhibit 19,” “Division’s Exhibit 24,” and “Division’s Exhibit 25,” and added “Division’s Exhibit 48,” “Division’s Exhibit 49,” “Division’s Exhibit 50,” and “Division’s Exhibit 51.”

Copies of the Division’s current exhibits can be found at the following link:

<https://app.box.com/s/obnuk4gyblwbodef6c9ad7o2hn7fyvc>.

II. WITNESSES

Name	Contact Information	Summary of Testimony
Leila McDonough, CPA (“Ms. McDonough”)	New Hampshire Lottery Commission Investigation & Compliance Division 14 Integra Drive Concord, NH 03301 Phone: 603-230-3104	Ms. McDonough will be called as a fact witness and expert witness for the Division. Ms. McDonough will testify about the following topics: <ul style="list-style-type: none">• Specific details of the 2022 & 2021 audits of the Respondent, including her recollections of conducting the audits at the Respondent’s casino.• Respondent’s financial condition.• Respondent’s financial records.• Respondent’s taxation.• Respondent’s applications for a Main Street Grant, PPP Loans, and Economic Injury Disaster Loans.• Respondent’s and Mr. Sanborn’s use of the proceeds from the Main Street Grant, PPP Loans, and Economic Injury Disaster Loans awarded to the Respondent and The Draft, LLC.• <i>Intentionally removed.</i>• Details concerning Mr. Sanborn’s purchases and use of the three race cars alleged in the Notice of Administration.

Name	Contact Information	Summary of Testimony
		<ul style="list-style-type: none"> • Respondent’s original and modified leases with The Best Revenge, LLC, and rent payments made by the Respondent to The Draft, LLC and The Best Revenge, LLC, • Respondent’s intercompany transfers of monies among Mr. Sanborn’s various businesses. • Respondent’s cash on hand and Mr. Sanborn’s refusal to allow her audit team to perform a verification count of it. • <i>Intentionally Removed.</i> • The New Hampshire charitable gaming industry.
<p>Anthony M. Sanborn (“Mr. Sanborn”)</p>	<p>71 Eagle Dr., Bedford, NH 03110</p>	<p>Mr. Sanborn is anticipated to be an adverse witness to the Division. The Division intends to examine Mr. Sanborn under oath concerning the following matters:</p> <ul style="list-style-type: none"> • Respondent’s financial condition. • Respondent’s financial records. • Respondent’s taxation. • Respondent’s applications for a Main Street Grant, PPP Loans, and Economic Injury Disaster Loans. • Respondent’s and Mr. Sanborn’s use of the proceeds from the Main Street Grant, PPP Loans, and Economic Injury Disaster Loans awarded to the

Name	Contact Information	Summary of Testimony
		<p>Respondent and The Draft, LLC.</p> <ul style="list-style-type: none"> • Mr. Sanborn’s purchase and use of the three race cars alleged in the Notice of Administration • Respondent’s rent payments among the Respondent, The Draft, LLC, and The Best Revenge, LLC, • Respondent’s intercompany transfers of monies among Mr. Sanborn’s various businesses. • The source of funds used for the renovation of the Draft Restaurant and the Respondent’s casino. • The source of funds used in the Concord Connection, LLC project at Break ‘O Day Drive, Concord, NH. • The Respondent’s transactions with “Hooville” • Respondent’s cash on hand and Mr. Sanborn’s refusal to allow Lottery’s audit team to perform a verification count of it during the 2022 audit. • <i>Intentionally Removed.</i>
<p>Laurie J. Sanborn (“Ms. Sanborn”)</p>	<p>71 Eagle Dr., Bedford, NH 03110</p>	<p>Ms. Sanborn is anticipated to be an adverse witness to the Division. The Division intends to examine Ms. Sanborn under oath concerning the following matters:</p> <ul style="list-style-type: none"> • Respondent’s financial condition.

Name	Contact Information	Summary of Testimony
		<ul style="list-style-type: none"> • Respondent’s financial records. • Respondent’s taxation. • Respondent’s applications for a Main Street Grant, PPP Loans, and Economic Injury Disaster Loans. • Respondent’s and Mr. Sanborn’s use of the proceeds from the Main Street Grant, PPP Loans, and Economic Injury Disaster Loans awarded to the Respondent and The Draft, LLC. • Mr. Sanborn’s purchase and use of the three race cars alleged in the Notice of Administration • Respondent’s rent payments among the Respondent, The Draft, LLC, and The Best Revenge, LLC, • Respondent’s intercompany transfers of monies among Mr. Sanborn’s various businesses. • The source of funds used for the renovation of the Draft Restaurant and the Respondent’s casino. • The source of funds used in the Concord Connection, LLC project at Break ‘O Day Drive, Concord, NH. • The Respondent’s transactions with “Hooville”

Name	Contact Information	Summary of Testimony
<p>David J. Penchansky, CPA. Accountant for the Respondent, Mr. Sanborn, and Ms. Sanborn (“Mr. Penchansky”)</p>	<p>Penchansky & Co., PLLC 70 Stark Street Manchester, NH 03101 (603) 647-2400 info@penchansky.com</p>	<ul style="list-style-type: none"> • Respondent’s cash on hand day-to-day and during the 2022 audit. <p>Mr. Penchansky is anticipated to be an adverse witness to the Division. The Division intends to examine Mr. Penchansky under oath concerning the following matters:</p> <ul style="list-style-type: none"> • Respondent’s financial condition. • Respondent’s financial records. • Respondent’s taxation. • Respondent’s applications for a Main Street Grant, PPP Loans, and Economic Injury Disaster Loans. • Respondent’s and Mr. Sanborn’s use of the proceeds from the Main Street Grant, PPP Loans, and Economic Injury Disaster Loans awarded to the Respondent and The Draft, LLC. • Mr. Sanborn’s purchase and use of the three race cars alleged in the Notice of Administration • Respondent’s rent payments among the Respondent, The Draft, LLC, and The Best Revenge, LLC, • Respondent’s intercompany transfers of monies among Mr. Sanborn’s various businesses. • The source of funds used for the renovation of the Draft

Name	Contact Information	Summary of Testimony
		Restaurant and the Respondent's casino. <ul style="list-style-type: none"> The source of funds used in the Concord Connection, LLC project at Break 'O Day Drive, Concord, NH. The Respondent's transactions with "Hooville."
<i>Intentionally Removed October 9, 2023.</i>	<i>Intentionally Removed October 9, 2023.</i>	<i>Intentionally Removed October 9, 2023.</i>
<i>Intentionally Removed October 9, 2023.</i>	<i>Intentionally Removed October 9, 2023.</i>	<i>Intentionally Removed October 9, 2023.</i>

III. EXHIBITS

Exhibit ID	Description	File Name	Witness(es)
Division's Exhibit 1	The Attorney General's suitability determination for Respondent and Mr. Sanborn.	Division's 01 - AG's Suitability Determination-S.pdf	N/A
Division's Exhibit 2	Respondent's Funding Application to SWC.	Division's 02 - Respondent's Funding Application to SWC_Redacted-S.pdf	Mr. Sanborn Ms. Sanborn
Division's Exhibit 3	Respondent's EIDL application.	Division's 03 - WWW EIDL Application-S_Redacted-S.pdf	Mr. Sanborn
Division's Exhibit 4	Respondent's Purchase of Green Porsche using EIDL proceeds for Mr. Sanborn's personal use.	Division's 04 - Purchase of Green Porsche-S.pdf	Mr. Sanborn Ms. Sanborn Ms. McDonough

Exhibit ID	Description	File Name	Witness(es)
Division's Exhibit 5	Respondent's Purchase of Red Porsche using EIDL proceeds for Mr. Sanborn's personal use.	Division's 05 - Purchase of Red Porsche-S.pdf	Mr. Sanborn Ms. Sanborn Ms. McDonough
Division's Exhibit 6	Respondent's Purchase of Ferrari using EIDL proceeds as a gift for Ms. Sanborn.	Division's 06 - Purchase of Ferrari-S.pdf	Mr. Sanborn Ms. Sanborn Ms. McDonough
Division's Exhibit 7	Respondent's payment to TF Moran Payment using EIDL proceeds for Concord Connection Project.	Division's 07 - TF Moran Payment-S.pdf	Mr. Sanborn Ms. Sanborn Ms. McDonough
Division's Exhibit 8	Respondent's payment to Geotechnical Services, Inc. using EIDL proceeds for Concord Connection Project.	Division's 08 - Payment to Geo Tech-S.pdf	Mr. Sanborn Ms. Sanborn Ms. McDonough
Division's Exhibit 9	Respondent's purchase of auto parts for the Green Porsche, Red Porsche, and Ferrari.	Division's 09 - Autoparts-S.pdf	Mr. Sanborn Ms. Sanborn Ms. McDonough
Division's Exhibit 10	EIDL Application of the Draft, LLC.	Division's 10 - The Draft EIDL Application_Redacted-S.pdf	Mr. Sanborn Ms. Sanborn Ms. McDonough
Division's Exhibit 11	Email from Michael Evans to Ms. Sanborn concerning multiple EIDL applications.	Division's 11 - Email from Evens to Sanborn RE EIDL-S.pdf	Ms. Sanborn
Division's Exhibit 12	Mr. and Ms. Sanborn's EIDL application for their real estate business.	Division's 12 - AS & LS EIDL Application_Redacted-S.pdf	Mr. Sanborn Ms. Sanborn
Division's Exhibit 13	Mr. and Ms. Sanborn's 2019 rental income provided in support of their EIDL application.	Division's 13 - AS & LS Rental Income 2019 for EIDL-S.pdf	Mr. Sanborn Ms. Sanborn

Exhibit ID	Description	File Name	Witness(es)
Division's Exhibit 14	Letter from David J. Penchansky, CPA to the U.S. Small Business Administration.	Division's 14 - Accountants Letter for EIDL-S.pdf	Mr. Penchansky Ms. McDonough
Division's Exhibit 15	Receipt of payment to SpringWest Capital of a \$10,000 success fee for securing the Respondent's EIDL.	Division's 15 - WWW Success Fee on \$500k EIDL-S.pdf	Mr. Sanborn Ms. Sanborn Mr. Penchansky Ms. McDonough
Division's Exhibit 16	Receipt of payment to SpringWest Capital of a \$10,000 success fee for securing the The Draft, LLC's EIDL.	Division's 16 - The Draft Success Fee on \$500k EIDL-S.pdf	Mr. Sanborn Mr. Penchansky
Division's Exhibit 17	Mr. Sanborn's EIDL application in his capacity as a self-employed sole proprietor.	Division's 17 - AS EIDL Application_Redacted-S.pdf	Mr. Sanborn Mr. Penchansky
Division's Exhibit 18	Commercial Lease Agreement dated Sept. 17, 2018, between The Best Revenge LLC as Lessor and the Respondent as Lessee for casino space at 67 S. Main Street, Concord, NH. (Rent: \$500/month).	Division's 18 - WWW Lease 2018-S.pdf	Mr. Sanborn Ms. Sanborn Mr. Penchansky Ms. McDonough
<i>Division's Exhibit 19</i>	<i>Intentionally removed October 9, 2023.</i>	<i>Intentionally removed October 9, 2023.</i>	<i>Intentionally removed October 9, 2023.</i>
Division's Exhibit 20	Respondent's cash flow statement from July 2021 through July 2022.	Division's 20 - WWW Cash Flow-S.pdf	Mr. Sanborn Ms. Sanborn Mr. Penchansky Ms. McDonough

Exhibit ID	Description	File Name	Witness(es)
Division's Exhibit 21	Respondent's general ledger as of July 31, 2022.	Division's 21 - WWW GL (July 2022)-S.pdf	Mr. Sanborn Ms. Sanborn Mr. Penchansky Ms. McDonough
Division's Exhibit 22	Ms. McDonough's Analysis of the Respondent's Operating Account - July 2021- August 2022.	Division's 22 - CC Operating Acct Balance Chart-AS.pdf	Ms. McDonough
Division's Exhibit 23	Respondent's financial transactions January 2017-August 2022.	Division's 23 - WWW Transactions-S.pdf	Mr. Sanborn Ms. Sanborn Mr. Penchansky Ms. McDonough
<i>Division's Exhibit 24</i>	<i>Intentionally removed October 9, 2023.</i>	<i>Intentionally removed October 9, 2023.</i>	<i>Intentionally removed October 9, 2023.</i>
<i>Division's Exhibit 25</i>	<i>Intentionally removed October 9, 2023.</i>	<i>Intentionally removed October 9, 2023.</i>	<i>Intentionally removed October 9, 2023.</i>
Division's Exhibit 26	Respondent's bank statement dated August 31, 2022, for account ending 3544.	Division's 26 - AUG22 #73544-Operating Bank Account_Redacted-S.pdf	Mr. Sanborn Ms. Sanborn Mr. Penchansky Ms. McDonough
Division's Exhibit 27	Respondent's rent analysis for its casino space at 67 S. Main St., Concord, NH – January 2021-December 2022.	Division's 27 - WWW Rent Analysis (WWW)-S.pdf	Mr. Sanborn Ms. Sanborn Mr. Penchansky Ms. McDonough
Division's Exhibit 28	Respondent's balance sheet as of August 31, 2022.	Division's 28 - Concord Casino balance sheet aug 2022 detail-S.pdf	Mr. Sanborn Ms. Sanborn Mr. Penchansky Ms. McDonough
Division's Exhibit 29	Respondent's 2022 Audit Report	Division's 29 - Concord Casino 2022 Audit Report-S.pdf	Ms. McDonough

Exhibit ID	Description	File Name	Witness(es)
Division's Exhibit 30	Respondent's 2021 Audit Report	Division's 30 - Concord Casino 2021 Audit Report-S.pdf	Ms. McDonough
Division's Exhibit 31	Listing of recipients of New Hampshire Main Street Fund Grants	Division's 31 - Main Street Grant Funding-S.pdf	Mr. Sanborn Ms. Sanborn Mr. Penchansky Ms. McDonough
Division's Exhibit 32	Respondent's 2023 Game Operator Employer license application	Division's 32 - 2023 GOE Application_Redacted-S.pdf	Mr. Sanborn Ms. McDonough
Division's Exhibit 33	Respondent's 2022 Game Operator Employer license application	Division's 33 - 2022 GOE Application-S.pdf	Mr. Sanborn Ms. McDonough
Division's Exhibit 34	Mr. & Ms. Sanborn's 2020 Form 1040 Schedules C, D, and E.	Division's 34 - 2020 1040 Schedules C-E_Redacted-S.pdf	Mr. Sanborn Ms. Sanborn Mr. Penchansky Ms. McDonough
Division's Exhibit 35	Respondent's and Mr. & Mrs. Sanborn's 2020 NH Tax Return	Division's 35 - WWW 2020 NH Tax Return-S_Redacted.pdf	Mr. Sanborn Ms. Sanborn Mr. Penchansky Ms. McDonough
Division's Exhibit 36	Renewal Notice for Mr. Sanborn's personal certificate of deposit account ending 3996 dated August 19, 2022	Division's 36 - Ledyard CD Account - Sanborn-S.pdf	Mr. Sanborn Mr. Penchansky Ms. McDonough
Division's Exhibit 37	Comparison of New Hampshire casino rents charged to charities.	Division's 37 - CC Rent Comparison 6.30.22_Redacted.pdf	Ms. McDonough
Division's Exhibit 38	Mr. Sanborn's personal guarantee of Respondent's EIDL	Division's 38 - WWW EIDL Guarantee-S.pdf	Mr. Sanborn Ms. Sanborn Mr. Penchansky Ms. McDonough

Exhibit ID	Description	File Name	Witness(es)
Division's Exhibit 39	Respondent's EIDL Loan Agreement	Division's 39 - WWW EIDL Loan Agreement-S.pdf	Mr. Sanborn Ms. Sanborn Mr. Penchansky Ms. McDonough
Division's Exhibit 40	Respondent's EIDL Lobbying Certification	Division's 40 - WWW EIDL Lobbying Cert-S.pdf	Mr. Sanborn Ms. Sanborn
Division's Exhibit 41	Respondent's EIDL Promissory Note	Division's 41 - WWW EIDL Promissory Note-S.pdf	Mr. Sanborn Ms. Sanborn Mr. Penchansky Ms. McDonough
Division's Exhibit 42	Respondent's EIDL Security Agreement	Division's 42 - WWW EIDL Security Agreement-S.pdf	Mr. Sanborn Ms. Sanborn Mr. Penchansky Ms. McDonough
Division's Exhibit 43	US. Small Business Administration Frequently Asked Questions about COVID-19 EIDL	Division's 43 - EIDL FAQs-S.pdf	Mr. Sanborn Ms. Sanborn Ms. McDonough
Division's Exhibit 44	US. Small Business Administration Standard Operating Procedure 50 30 9 – Disaster Assistance Program	Division's 44 - SBA SOP 50 30 9-FINAL-S.pdf	Mr. Sanborn Ms. Sanborn Ms. McDonough
Division's Exhibit 45	13 CFR 123.303 - Allowed Uses of EIDL Proceeds	Division's 45 - 13 CFR 123.303 - Allowed Uses of EIDL Proceeds – S.pdf	Mr. Sanborn Ms. Sanborn Ms. McDonough
Division's Exhibit 46	13 CFR 123.301 - EIDL Ineligible Businesses	Division's 46 - 13 CFR 123.301 - EIDL Ineligible Businesses - S.pdf	Mr. Sanborn Ms. Sanborn Ms. McDonough
Division's Exhibit 47	Federal and State COVID-19 relief monies received by the Respondent and the Draft	Division's 47 - PPP EIDL and State COVID-19 Funds-S.pdf	Mr. Sanborn Ms. Sanborn Mr. Penchansky Ms. McDonough

Exhibit ID	Description	File Name	Witness(es)
Division's Exhibit 48	Analysis of Main Street Relief Funding Awards by 2020 Gross Gaming Revenue	Division's 48 - MSRF Awards as a Percentage of 2020 GGR_Redacted-S.pdf	Ms. McDonough
Division's Exhibit 49	Commercial Lease Agreement dated Sept. 17, 2022, between The Best Revenge LLC as Lessor and the Respondent as Lessee for casino space at 67 S. Main Street, Concord, NH. (Rent: \$20,000/month).	Division's 49 - WWW Lease 2022-S.pdf	Mr. Sanborn Ms. Sanborn Mr. Penchansky Ms. McDonough
Division's Exhibit 50	Analysis of Respondent's 2020 gross gaming revenues reported to NHLC	Division's 50 - Analysis of Respondent's Reported GGR 2020_Redacted-S.pdf	Ms. McDonough
Division's Exhibit 51	Examples of motorsports payments made from The Draft's EIDL Proceeds	Division's 51 - Examples of Motosports Payments from Draft's EIDL Proceeds-S	Mr. Sanborn Ms. Sanborn Mr. Penchansky Ms. McDonough

Copies of the Division's current exhibits can be found at the following link:

<https://app.box.com/s/obnuk4gyblwbodef6c9ad7o2hn7fyvc>.

The Division reserves the right to add, amend, modify, supplement, or remove any witness or exhibit to or from the above lists.

Respectfully submitted,

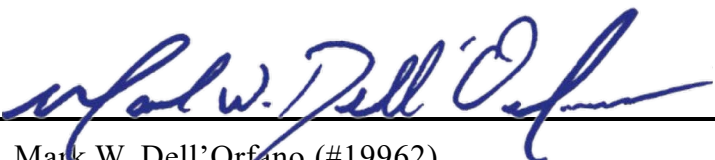
NEW HAMPSHIRE LOTTERY INVESTIGATION
AND COMPLIANCE DIVISION

By its attorney,

JOHN M. FORMELLA
ATTORNEY GENERAL

Date: October 9, 2023

By:



Mark W. Dell'Orfano (#19962)
Assistant Attorney General

New Hampshire Department of Justice
Civil Law Bureau
33 Capitol Street
Concord, NH 03301-6397
Tel: (603) 271-3650
Email: mark.w.dellorfano@doj.nh.gov

CERTIFICATE OF SERVICE

I certify that copies of the preceding First Amended Pre-Hearing Disclosure of Witnesses and Exhibits were transmitted via email to the Respondents' legal counsel, Zachary R. Hafer, Esq. at zhafer@cooley.com, Adam M. Katz, Esq. at akatz@cooley.com, and Mark Knights, Esq. at mknights@nixonpeabody.com.

Date: October 9, 2023


Mark W. Dell'Orfano

Exhibit Z



Zachary Hafer
T: +1 617 937 1370
zhafer@cooley.com

Transmitted via Electronic Mail

October 10, 2023

Mark W. Dell'Orfano
Assistant Attorney General
New Hampshire Department of Justice, Civil Law Bureau
33 Capitol Street, Concord, NH 03301
Email: mark.w.dellorfano@doj.nh.gov

Re: Urgent Request for Information

Action: *In the Matter of Win Win Win, LLC, d/b/a "Concord Casino"*
Docket No. Lot 23-018

Dear Mr. Dell'Orfano:

Having received your First Amended Witness and Exhibit List last night, we are increasingly concerned that the investigation of Respondents may have violated federal law. To that end, please promptly provide the following:

1. The date on which the NHLC obtained the [REDACTED] [REDACTED] included on your October 7, 2023 Exhibit list.
2. The name(s) of the individuals from NHLC who first obtained the [REDACTED].
3. The name(s) of the individual(s) at Merrimack County Savings Bank and/or New Hampshire Mutual Bank Corporation who disclosed the [REDACTED] to NHLC.
4. The name(s) of the individual(s) from the Attorney General's Office who first obtained the [REDACTED], and the circumstances in which they obtained it.
5. The legal authority on which NHLC and the Attorney General's Office relied in obtaining the [REDACTED] from any bank or financial institution
6. All investigative steps taken by NHLC or the Attorney General subsequent to receiving the [REDACTED]
7. A list of all individuals at NHLC or the Attorney General's Office who have viewed or had access to the [REDACTED]
8. The permissions, if any, you received permitting disclosure and use of the [REDACTED] in a civil administrative proceeding prior to including it on your October 7 Exhibit List.
9. The basis for your removal of the [REDACTED], and all related witnesses and testimony, from your First Amended Witness and Exhibit List, filed last night.



October 10, 2023
Page Two

Transmitted via Electronic Mail

As you know, NHLC has a duty to “attempt in good faith to make a complete and timely response to requests for ... voluntary production.” Lot 215.01(a). Of course, NHLC also has a duty to comply with federal law. Failing to make any productions – indeed, failing to even engage with Respondents on discovery – while simultaneously seeking affirmative use of restricted material, all while insisting on an expedited hearing date, is not good faith.

Sincerely,

/s/ Zachary R. Hafer
Zachary Hafer
Cooley LLP
500 Boylston Street
Boston, MA 02116

*Counsel to Win Win Win, LLC d/b/a/ “Concord
Casino” and Anthony M. Sanborn*

cc: New Hampshire Lottery Commission