



April 2, 2025

CERTIFIED MAIL
Retailer# 342436

Christina Suing, Member
Triangle C Investments, LLC
PO Box 1654
Prineville, OR 97754-0879

Re: CONTRACT TERMINATION
Horseshoe Tavern, 410 N. Main St., Prineville, OR

Dear Christina Suing:

Under the terms of Paragraph 16.2 of your Retailer Contract with the Oregon State lottery (the Lottery), we hereby provide notice of contract termination for Triangle C Investments, LLC doing business as Horseshoe Tavern in Prineville, effective immediately. Pursuant to Paragraph 17.6 of your Retailer Contract, this notice is deemed delivered 5 days after mailing. Lottery equipment was disabled on March 25, 2025 and arrangements will be made for removal of equipment.

This is a final order of the Oregon State Lottery and is subject to judicial review as provided in Oregon Revised Statute (ORS) 183.484 of the Oregon Administrative Procedures Act. If you wish to file a petition for judicial review, you must file in Marion County Circuit Court within 60 days from the date of this order.

You may request reconsideration if the circumstances leading to this order change, or if you have new or additional information that is relevant to this order. Send your request to Tessa Hergenreter, Senior Manager, Retail Contracts, Oregon State Lottery, PO Box 12649, Salem, Oregon 97309 within 60 days of the date of this order. Requesting reconsideration will not jeopardize your right to petition the court for review. If the Lottery denies your request for reconsideration, or orders contract termination on reconsideration, you will have a new 60-day period within which to petition the Court for Judicial Review.

You will be responsible for network service fees until you have exhausted your rights to appeal this decision. If you wish to disconnect the service lines prior to final action, you will need to contact Lottery with that request. Any fees associated with reinstallation of the service lines will be your responsibility.



500 Airport RD SE, Salem, OR 97301



503.540.1000



PO BOX 12649, Salem, OR 97309



oregonlottery.org

Your Retailer Contract is terminated for any one and/or all of the following reasons:

Non-Sufficient Funds (NSF)

Paragraph 2.4 of your Retailer Contract provides that, "Retailer agrees to perform all the duties and obligations described in this Contract and set forth in the Rules, including, but not limited to, OAR 177-040-0050 "Retailer Duties." Retailer is responsible and liable for any act or omission of its employees, agents, or representatives that violate the Laws or any provision of this Contract."

Paragraph 12.1 of your Retailer Contract provides that, "If Retailer's EFT payment is rejected for NSF reasons, the Rules applicable to "Non-Sufficient Funds" shall govern the Parties' rights, duties, and obligations under this Contract."

Oregon Administrative Rule (OAR) 177-040-0052(6)(e)¹ provides that, "When a Lottery retailer's EFT payment is not completed to the Lottery due to NSF in the retailer's EFT account a fourth time within 12 months of the retailer's first NSF, the Lottery shall: Terminate the retailer's lottery contract and remove the Lottery's equipment."

Paragraph 14.1 of your Retailer Contract provides that, "Retailer shall be in default under this Contract upon the occurrence of the following events: Retailer fails to perform any of its obligations under this Contract and, after notice of such failure by Lottery, does not correct such failure within the time frame, if any, specified by Lottery for such correction, including, without limitation those obligations set forth in Sections...12.1..."

Paragraph 16.2(a) of your Retailer Contract provides that, "Lottery may terminate this Contract, effective immediately upon delivery of written notice to Retailer or at such later date as may be specified in the notice, upon the occurrence of any of the following events: The occurrence of an Event of Default by Retailer under Subsection 14.1 of this Contract."

Paragraph 16.2(b) of your Retailer Contract provides that, "Lottery may terminate this Contract, effective immediately upon delivery of written notice to Retailer or at such later date as may be specified in the notice, upon the occurrence of any of the following events: If Lottery, acting in good faith and fair dealing, reasonably believes that Retailer may pose a threat to the actual or apparent fairness, integrity, security, or honesty of Lottery, its Games, or its players."

The Lottery received notice that the electronic funds transfer (EFT) for the business was not completed on March 19, 2025 due to non-sufficient funds (NSF). This was your fourth NSF within twelve months. Lottery did not receive information to show the NSF was due to a financial institution error.

¹ Paragraph 1.1(c) of your Lottery Retailer Contract also provides that the Oregon Lottery's Administrative Rules (OAR Chapter 177) are included and incorporated by reference into the Contract.



Christina Suing, Member

April 2, 2025

Page 3

These actions violate Sections 2.4, 12.1 and 14.1 of the contract, and provides a basis for termination under sections 16.2(a) and 16.2(b) of the contract and OAR 177-040-0052(6)(e).

If you have any questions regarding the above action, please contact Tessa Hergenreter at the above address or by phone at (503)540-1022.

Sincerely,

Michael Wells

Michael Wells

Director

MW:je/342436-1je

c: Central File
Regular Mail

e: Terminated Retailer Notification
Nate Carter, DOJ
Lyn Davenport, Regional Manager
Chris Haskell, Supervisor, Retail Channel
Jerry Kilgore, Account Manager
Andrew.Jurik@olcc.oregon.gov

