

BEFORE THE CALIFORNIA HORSE RACING BOARD

STATE OF CALIFORNIA

In the Matter of the:
**STIPULATED SETTLEMENT
AGREEMENT**

Case No. SAC 16-0026

STEVEN MIYADI
CHRB License # 074727
Respondent

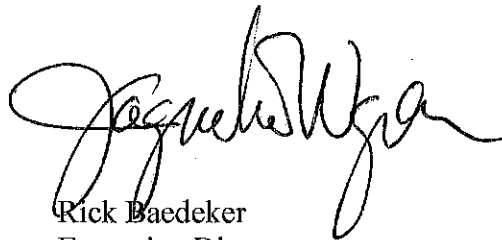
DECISION

The attached Stipulated Settlement Agreement between the California Horse Racing Board and Steven Miyadi, CHRB License #074727 is hereby adopted by the California Horse Racing Board as its Decision in the above-entitled matter, as follows:

The Decision is hereby remanded to the Board of Stewards to issue a ruling and order for payment of the five thousand dollar (\$5,000.00) fine and imposition of the one hundred-eighty (180) days of suspension, said license suspension stayed for one hundred-fifty (150) days with Respondent placed on probation for one (1) year subject to the terms and conditions as outlined in the attached Stipulated Settlement Agreement. The actual thirty (30) days of suspension are to commence on August 7, 2016 through and including September 5, 2016.

IT IS SO ORDERED ON July 18, 2016.

CALIFORNIA HORSE RACING BOARD
Chuck Winner, Chairman



Rick Baedeker
Executive Director

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California Horse Racing Board*

BEFORE THE CALIFORNIA HORSE RACING BOARD

In the Matter of:

California Horse Racing Board,

Complainant,

v.

Steven Miyadi,

Respondent.

CHRB Case No. 15LT028
STIPULATED AGREEMENT

In the interest of a prompt and speedy resolution of this matter, consistent with the public interest and the responsibility of the California Horse Racing Board ("CHRB"), the parties hereby agree to the following Proposed Stipulated Settlement Agreement ("Agreement") which will be submitted to the CHRB for consideration, approval, and adoption as the final disposition of the matter herein.

1 Respondent and his employees. Two of the employees tested positive for Methamphetamine and
2 Amphetamine. Of the two employees testing positive, one of the employee's urine tested positive
3 for Amphetamine at 876 ng/ml and for Methamphetamine at 2,995 ng/ml and the other
4 employee's urine tested positive for Amphetamine at 3,068 ng/ml and for Methamphetamine at
5 9,775 ng/ml.

6 8. On or about December 23, 2015, Respondent requested a split sample (LA33553) be
7 sent for analysis in accordance with CHRB Rule 1859.25, subdivision (c), (Split Sample Testing).

8 9. On or about January 22, 2016, Industrial Laboratory confirmed that
9 Methamphetamine and Amphetamine were identified in the split sample (LA33553) and notified
10 CHRB in accordance with CHRB Rule 1859.25, subdivision (c), (Split Sample Testing). The
11 concentrations reported were Amphetamine 5.9 ng/ml and Methamphetamine 13.8 ng/ml.

12 10. The presence of a prescribed substance requires the disqualification of the horse
13 pursuant to CHRB rule 1859.5 and the forfeiture of the purse monies as a result of the third (3rd)
14 place finish in the eighth (8th) race Los Alamitos Race Track on December 5, 2015.

15 11. Complaint number 15LT028 was served on Respondent and filed before the CHRB,
16 and is currently pending against Respondent.

17 AGREEMENT

18 12. Complainant and Respondent both agree that the above recitals correctly state the
19 facts that resulted in CHRB Investigation and Case No. 15LT028.

20 13. Respondent agrees that he is in violation of CHRB Rules and Regulations 1843,
21 subdivisions (a) and (d) (Medication, Drugs, and Other Substances) and 1887, subdivision (a)
22 (Trainer to Insure Condition of Horse).

23 14. The parties to this agreement mutually release, acquit, waive and forever discharge
24 each other of and from any and all costs, fees, claims, debts, obligations, or any other damages of
25 whatever nature which either may have, or henceforth discover, resulting from or relating to
26 CHRB Case Number 15LT028.

27 15. This is a full and final release applying to all unknown and unanticipated injuries or
28 damages arising out of the suspension of Respondent's Trainer License referred to above, as well

1 as to those known or disclosed. Respondent, by his signature on this Agreement, represents that
2 he is familiar with and has read the provisions of California Civil Code section 1542, and
3 expressly waives to the fullest extent of the law any and all rights he may have under that Code
4 section, which reads as follows:

5 **“A general release does not extend to claims which the creditor does not know or**
6 **suspect to exist in his or her favor at the time of executing the release which if**
7 **known by him or her must have materially affected his or her settlement with**
8 **debtor.”**

9 Respondent understands and acknowledges that the significance and consequence of this
10 waiver of California Civil Code section 1542 is that even should Respondent eventually suffer
11 injury arising out of or pertaining to the claims released, he will not be able to make any claim for
12 those injuries. Furthermore, Respondent acknowledges that he consciously intended those
13 consequences even as to claims for injuries that may exist as of the date of this Agreement but
14 which he does not know exist and which, if known, would materially affect his decision to
15 execute this Agreement, regardless of whether his lack of knowledge is the result of ignorance,
16 oversight, error, negligence or any other cause.

17 16. Respondent further agrees that the facts agreed to and the record of this agreement,
18 including the stipulated penalty, shall be included in Respondent's CHRB License History.

19 17. CHRB agrees not to impose any additional penalties or fines on Respondent, other
20 than those set forth in this agreement, resulting from the matter of the CHRB Case Number
21 15LT028.

22 18. In consideration of the promises and representations set forth in paragraphs one (1)
23 though sixteen (17) above, upon receipt of (1) an executed copy of this agreement, and (2)
24 approval of this agreement by the California Horse Racing Board, based on the grounds that the
25 parties have stipulated to a settlement agreement and mutual release, Respondent agrees to the
26 following discipline:

27 19. Respondent will agree to pay a fine in the amount of five thousand dollars
28 (\$5,000.00) and Respondent's trainer license shall be suspended for a period of 180 days. Said

1 license suspension shall be stayed for 150 days, with Respondent placed on probation for one (1)
2 year subject to the following terms and conditions of probation:

- 3 a. During the period of probation, Respondent must not be in violation of CHRB
4 Rules and Regulations, regarding Class I, II, or III drug substances.
- 5 b. If the Respondent violates a condition of his probation, the above referenced 150
6 day stay of suspension shall be lifted, and the remaining actual suspension shall be
7 imposed after notice and hearing of the new violation, in addition to any penalty
8 imposed as a result of the new violation.
- 9 c. The term of probation is to commence after Respondent has completed all days of
10 actual suspension and upon Respondent's resumption of training.
- 11 d. During the term of suspension all licenses and license privileges of Respondent are
12 suspended and the Respondent is denied access to all premises in this jurisdiction.

13 20. Respondent agrees to implement a pre-employment drug testing procedure for all new
14 employees of Respondent in accordance with state and federal law.

15 21. CHRB and Respondent agree to refer this Stipulated Settlement Agreement to the full
16 California Horse Racing Board ("The Board") for consideration, approval, and issuance of an
17 Order reflecting the terms of the agreement.

18 22. CHRB and Respondent agree that CHRB will determine the specific dates of said
19 thirty (30) day suspension at the time The Board considers this Stipulated Agreement for approval
20 and adoption as the final disposition of the matter herein.

21 23. Respondent further agrees and understands that the facts agreed to and the record of
22 this Stipulated Settlement, including the stipulated discipline to be imposed, shall be entered into
23 the official minutes of the CHRB and the CHRB's license history

24 24. Respondent has carefully read, fully discussed with counsel, and understands the
25 charges and allegations in Complaint Number 15LT028. Respondent has also carefully read,
26 fully discussed with counsel, and understands the effects of this Stipulated Settlement Agreement.

27 25. Respondent is fully aware of his legal rights in this matter, including the right to a
28 hearing on the charges and allegations in the Complaint as provided in Government Code section

1 19517.5; the right to be represented by counsel at his own expense; the right to confront and
2 cross-examine witnesses, the right to present evidence and to testify on his own behalf; the right
3 to the issuance of subpoenas to compel the attendance of witnesses and the production of
4 documents; the right to reconsideration and court review of an adverse decision; and all other
5 rights accorded to the California Administrative Procedures Act and other applicable laws.

6 26. Respondent voluntarily, knowingly, and intelligently waives and gives up each and
7 every right set forth above.

8 27. Respondent agrees and enters into this agreement freely and voluntarily and waives
9 any right of appeal in this matter and waives any claim in federal or state court or any other
10 administrative forum that may arise out of this matter which he may now have or hereafter
11 acquire by reasons of this dispute which is settled.

12 28. This Stipulated Settlement Agreement contains all the terms and conditions agreed
13 upon by the parties hereto regarding the subject matter of this Stipulated Settlement Agreement.
14 Any prior agreements, promises, negotiations, or representations, either oral or written, relating to
15 the subject matter of this agreement, not expressly set forth in this Stipulated Settlement
16 Agreement, are of no force or effect.

17 29. CHRB and Respondent understand and agree that facsimile and electronic copies of
18 this Stipulated Settlement Agreement, including signatures thereto, shall have the same force and
19 effect as the originals. The Stipulated Settlement Agreement may be executed in counterparts.


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1 30. It is agreed that the terms of the Stipulated Settlement Agreement shall be null and
2 void and not binding on the parties if not approved and adopted by the California Horse Racing
3 Board.

4 IT IS SO STIPULATED:

5 DATED: 7-9-16

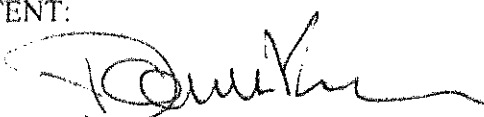

STEVEN MIYADI
Respondent

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9 DATED: 7/14/16

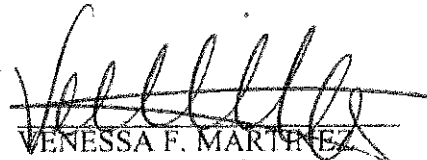

CHUCK WINNER
Chairman, California Horse Racing Board

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13 APPROVED AS TO FORM AND CONTENT:

14 DATED: 7/8/16


DARRRELL VIENNA
Attorney for Respondent

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18 DATED: 7/11/16


VENESSA F. MARTINEZ
Deputy Attorney General
Attorney for Complainant CHRB

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