CALIFORNIA HORSE RACING BOARD
1010 Hurley Way, Suite 300
Sacramento, CA 95825
www.chrb.ca.gov
(916) 263-6000 Fax (916) 263-6042

NOTICE OF MEETING

Notice is hereby given that a meeting of the **California Horse Racing Board (CHRB/Board)** will be held on **Thursday, May 19, 2022,** commencing at **9:30 a.m.** at the **Clubhouse at the California Exposition and State Fair Grandstand, 1600 Exposition Boulevard, Sacramento,** California. The audio portion only of the California Horse Racing Board regular meeting will be available online through a link at the CHRB website (www.chrb.ca.gov) under "Webcasts."

The agenda for the regular meeting will consist of the following matters:

AGENDA

Action Items:

1. **Approval of the minutes of April 21, 2022.**

2. Report from the **Jockey and Driver Welfare Committee**.
   Pursuant to Gov. Code § 11125.7(a), public comment will not be permitted on an agenda item when an opportunity has been given at a committee hearing for testimony on the item.

3. Discussion and action by the Board on the **Approval for the continuation of a distribution from ADW Market Access** fees for wagers placed by California residents on all live and imported races hosted by the signatory racing fairs for the period June 1, 2022, through December 31, 2022, to be utilized to fund a California coop marketing program as permitted under Business & Professions Code section 19604(f)(5)(E).

4. Discussion and action by the Board regarding **entering into a Voluntary Implementation Agreement with the Horseracing Integrity and Safety Authority, Inc**.

5. Presentation from the **California Thoroughbred Trainers (CTT) regarding a status update on the taskforce regarding animal safety**.

6. Discussion and action by the Board regarding **approval of an agreement, pursuant to CHRB Rule 1581, Racing Secretary to Establish Conditions, between the Los Angeles County Fair (LACF) and the Thoroughbred Owners of California (TOC),** regarding entry conditions and specified drug substances or medications to be implemented by LACF at Los Alamitos.

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7. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Los Angeles County Fair at Los Alamitos**, commencing June 22, 2022, and continuing through July 12, 2022, inclusive.

8. Discussion and action by the Board regarding **approval of an agreement, pursuant to CHRB Rule 1581, Racing Secretary to Establish Conditions, between the California Authority of Racing Fairs (CARF) and the Thoroughbred Owners of California (TOC), Pacific Coast Quarter Horse Racing Association (PCQHRA), and the Arabian Racing Association of California (ARAC),** regarding entry conditions and specified drug substances or medications to be implemented by CARF at all affiliated fairs.

9. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Alameda County Fair at Pleasanton**, commencing June 15, 2022, and continuing through July 12, 2022, inclusive.

10. Discussion and action by the Board on the **Application for renewal of License to Operate a Minisatellite Wagering Facility at the OC Tavern, San Clemente**, for a period of up to but not exceeding five years.

11. Reports
    A. **Executive Director's Report.**

12. **Public Comment:** Communications, reports, requests for future actions of the Board. **Note:** During the public comment period, a total of thirty minutes will be allowed for public comments. After thirty minutes, no further comments will be accepted. Each person will be limited to two minutes.

13. **Closed Session:** For the purpose of receiving advice from counsel, considering pending litigation, reaching decisions on administrative licensing and disciplinary hearings, and personnel matters, as authorized by section 11126 of the Government Code.

    A. The Board may convene a Closed Session to confer with and receive advice from its legal counsel regarding the pending litigation described in the attachment to this agenda captioned "Pending Litigation," and as authorized by Government Code section 11126(e).

    B. The Board may convene a Closed Session to confer with and receive advice from its legal counsel regarding pending administrative licensing or disciplinary matters as authorized by Government Code section 11126(e).

    C. The Board may convene a Closed Session for the purposes of considering personnel matters as authorized by Government Code section 11126(a).

14. **Adjournment**.

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Additional information regarding this meeting may be obtained from the CHRB Administrative Office, 1010 Hurley Way, Suite 300, Sacramento, CA 95825; telephone (916) 263-6000; fax (916) 263-6042. This notice is located on the CHRB website at www.chrb.ca.gov. *Information for requesting disability related accommodation for persons with a disability who require aid or services in order to participate in this public meeting, should contact Zachary Voss. Requests will be swiftly resolved by CHRB staff.

CALIFORNIA HORSE RACING BOARD

Gregory L. Ferraro, DVM, Chairman
Oscar Gonzales, Vice Chair
Dennis Alfieri, Member
Damascus Castellanos, Member
Brenda Davis, Member
Thomas C. Hudnut, Member
Wendy Mitchell, Member
Scott Chaney, Executive Director
Cynthia Alameda, Assistant Executive Director

Date of Notice: May 6, 2022

CALIFORNIA HORSE RACING BOARD
1010 HURLEY WAY, SUITE 300
SACRAMENTO, CA 95825
(916) 263-6000
FAX (916) 263-6042

PENDING ADMINISTRATIVE ADJUDICATIONS
MAY 2022

The Board may convene a Closed Session to confer with and receive advice from its legal counsel regarding the pending administrative licensing or disciplinary matters as authorized by Government Code section 11126(e). This shall include any matters mentioned below and/or permitted by law.

CASE

A. Decision Not to Adopt & Further Argument
Fitness Hearing Applicant – Jason Peterson
Case Number: 21GG0104

B. Decision Not to Adopt & Further Argument
Trainer Simon Callaghan
Case Number: SAC 21-0099

CALIFORNIA HORSE RACING BOARD
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SACRAMENTO, CA 95825
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PENDING LITIGATION
MAY 2022

COURT LITIGATION

A. Ruis Racing, LLC v. California Horse Racing Board
Superior Court of California, County of Los Angeles

B. Hollendorfer v. California Horse Racing Board
Superior Court of California, County of San Diego

C. Zvi Kriple v. California Horse Racing Board
Superior Court of California, County of San Diego

OTHER LITIGATION

D. In the Matter of the Accusation Against Jeff Blea;
Case No. 4602021001570
Before the Veterinary Medical Board

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REGULAR BOARD MEETING MINUTES

Date and Time: **April 21, 2022 at 9:30 a.m.**

Location: **Clubhouse at Cal Expo**
1600 Exposition Blvd
Sacramento, CA

Board Members Present: **Gregory Ferraro, Chairman**
Oscar Gonzales, Vice-Chairman
Dennis Alfieri, Member
Wendy Mitchell, Member
Demascus Castellanos, Member
Brenda Washington Davis, Member
Thomas C. Hudnut, Member

Staff Members Present: **Scott Chaney, Executive Director**
Cynthia Alameda, Assistant Executive Director
Robert Brodnik, General Counsel

1. **APPROVAL OF THE MINUTES OF MARCH 17, 2022.**

   Motion: To approve the minutes of March 17, 2022.
   Motioned/Seconded: Davis/Hudnut.
   Roll call vote: Aye: Gonzales, Alfieri, Mitchell, Hudnut, Castellanos, Davis, Ferraro. **Nay:** None. **Motion carried.**
   Pages 3–4 in the Board transcript.

2. UPDATE BY **DRS. SUE STOVER, FRANCISCO UZAL AND CARRIE FINNO ON THE INTERDISCIPLINARY INVESTIGATION OF SUDDEN DEATH IN RACING THOROUGHBREDS.**

   Pages 4–24 in the Board transcript.

3. DISCUSSION AND ACTION BY THE BOARD ON **WHETHER TO ELECT TO COLLECT AND REMIT FEES ON BEHALF OF THE HORSERACING INTEGRITY AND SAFETY AUTHORITY.**

   Motion: To elect to remit fees on behalf of the Horseracing Integrity and Safety Authority, pending statutory change to allow the Board to remit fees to the federal government and enforce federal regulations.
   Motioned/Seconded: Alfieri/Castellanos

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Roll call vote: Aye: Gonzales, Alfieri, Castellanos, Davis, Hudnut, Mitchell, Ferraro. **Nay:** None. **Motion carried.**
Pages 24–39 in the Board transcript.

4. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR RENEWAL OF LICENSE TO OPERATE A MINISATELLITE WAGERING FACILITY AT THE OC TAVERN, SAN CLEMENTE**, FOR A PERIOD OF UP TO BUT NOT EXCEEDING FIVE YEARS.

This item was moved to the May 19, 2022 regular Board meeting.

5. DISCUSSION AND ACTION BY THE BOARD ON THE **APPROVAL FOR THE CONTINUATION OF A DISTRIBUTION FROM ADW MARKET ACCESS FEES FOR WAGERS PLACED BY CALIFORNIA RESIDENTS ON ALL LIVE AND IMPORTED RACES HOSTED BY THE SIGNATORY RACING ASSOCIATIONS FOR THE PERIOD MAY 1, 2022, THROUGH DECEMBER 31, 2022**, TO BE UTILIZED TO FUND A CALIFORNIA CO-OP MARKETING PROGRAM AS PERMITTED UNDER BUSINESS & PROFESSIONS CODE SECTION 19604(f)(5)(E).

Motion: To approve the continuation of a distribution from ADW market access fees for wagers placed by California residents on all live and imported races hosted by the signatory racing associations for the period May 1, 2022, through December 31, 2022, to be utilized to fund a California co-op marketing program as permitted under Business and Professions Code Section 19604(f)(5)(E).
Motioned/Seconded: Hudnut/Davis
Roll call vote: Aye: Gonzales, Alfieri, Castellanos, Davis, Hudnut, Mitchell, Ferraro. **Nay:** None. **Motion carried.**
Pages 39–42 in the Board transcript.

6. EXECUTIVE DIRECTOR'S REPORT.

Pages 42–47 in the Board transcript.

7. PUBLIC COMMENT.

Pages 48–50 in the Board transcript.

MEETING ADJOURNED AT 11:12 A.M.

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Proceedings of the Regular Meeting of April 21, 2022

A full and complete transcript of the aforesaid proceedings are on file at the office of the California Horse Racing Board, 1010 Hurley Way, Suite 300, Sacramento, California, and therefore made a part hereof.

_____	_____
Chairman	Executive Director

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Agenda Item 2

CALIFORNIA HORSE RACING BOARD

May 19, 2022

REGULAR BOARD MEETING

There is no board package material for Item 2

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Agenda Item 3

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD ON THE APPROVAL FOR THE CONTINUATION OF A DISTRIBUTION FROM ADW MARKET ACCESS FEES FOR WAGERS PLACED BY CALIFORNIA RESIDENTS ON ALL LIVE AND IMPORTED RACES HOSTED BY THE SIGNATORY RACING FAIRS FOR THE PERIOD JUNE 1, 2022, THROUGH DECEMBER 31, 2022, TO BE UTILIZED TO FUND A CALIFORNIA CO-OP MARKETING PROGRAM AS PERMITTED UNDER BUSINESS & PROFESSIONS CODE SECTION 19604(f)(5)(E).

Regular Board Meeting
May 19, 2022

ISSUE:

The Thoroughbred Owners of California (TOC) and the California Association of Racing Faris (CARF) are seeking an approval of an agreement under Business and Professions Code (BPC) section 19604(f)(5)(E) for the period June 1, 2022 through December 31, 2022, which will continue the previously modified market access fee distributions for advance deposit wagering (ADW) wagers placed in the applicable zone on races hosted by the signatory host tracks. The Co-op Marketing Agreement allows the TOC and the tracks to continue programs that were previously supported by the California Marketing Committee (CMC). CMC is no longer operating as BPC section 19605.73 allowing its existence has expired.

ANALYSIS:

The TOC and CARF wish to continue certain CMC programs following the January 1, 2019 sunset of BPC section 19605.73, which authorized the CMC and its programs. The continuing programs include:

- Stakes Recruitment,
- Ship & Win,
- Significant Player Rebates,
- Calracing.com and Calracingcares.com Websites, and a
- TOC Administrative Fee

The cost of these programs will be shared between the TOC and CARF.

The share of costs attributed to each of the tracks is based upon a percentage of handle in the applicable California zones that would otherwise be payable as thoroughbred purses and track commissions.

BACKGROUND:

BPC section 19604(f)(5)(E) provides that notwithstanding any provision of this section to

the contrary, the distribution of market access fees pursuant to this subparagraph may be altered upon the approval of the Board, in accordance with an agreement signed by all parties whose distributions would be affected.

RECOMMENDATION:

This item is presented for Board discussion and action. Staff recommends the Board hear from the Co-op Marketing Agreement representatives.

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Coop Marketing Funding Agreement

This Agreement is entered into as of this 20th day of April, 2022 by and between the undersigned racing associations ("the Signatory Racing Associations") the Thoroughbred Owners of California ("TOC").

IT IS HEREBY AGREED AS FOLLOWS:

1. The distribution of Market Access fees from California resident Advanced Deposit Wagering, ("ADW") placed on all live and imported races hosted by the Signatory Racing Associations shall be altered by the creation of an additional deduction for a distribution therefrom, based upon a percentage of handle in the Northern California Zone that would otherwise be payable as thoroughbred purses and track commissions. The deduction from ADW market access fees shall be utilized to fund a coop marketing program, and any excess shall be returned to purses/commissions. The deduction percentage of ADW handle in the applicable zones for each host shall be:

   CARF race meets 0.23%

2. The parties shall immediately file this Agreement with the CHRB for the purposes of securing its approval of the deductions contemplated from market access fees placed on races hosted by the Signatory Racing Associations which is permitted pursuant to Business and Professions Code Section 19604 (f)(5)(E).

   Subject to the requisite approval of the CHRB, the deduction from ADW set forth in #1 above shall be effective June 1, 2022 through December 31, 2022.

3. In addition to the distributions set forth above, there shall be a distribution from the ADW Deduction in order to pay administrative expenses that would otherwise have been distributed to TOC, CTT, and the Backstretch Workers Pension Plan.

Thoroughbred Owners of California CARF

By: _____ By: _____

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Agenda Item 4

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD REGARDING ENTERING INTO A VOLUNTARY IMPLEMENTATION AGREEMENT WITH THE HORSERACING INTEGRITY AND SAFETY AUTHORITY, INC.
Regular Board Meeting
May 19, 2022

ISSUE:

The Horseracing Integrity and Safety Act of 2020 (15 U.S.C. Sec. 3051, et seq.) ("the Act" of "HISA") goes into effect on July 1, 2022. More specifically, Federal Trade Commission Rules governing racetrack safety and accreditation become effective on that date, superseding California statutes and regulations in these areas. To implement these federal regulations in a more efficient and effective manner, the Act permits the Horseracing Safety and Integrity Authority (Authority) to enter into agreements with state racing commissions "for services consistent with the enforcement of the racetrack safety program." (See 15 U.S.C. § 3054(e)(2)(A)(i)). The attached draft Voluntary Implementation Agreement (Agreement) was provided to state racing commissions by the Authority in late-March with a request that the Agreement be executed "well prior to the July 1 effective date of the racetrack safety rules."

ANALYSIS:

HISA does not require state racing commissions to enter into Voluntary Implementation Agreements with the Authority. However, any state racing commission that chooses not to do so will have its responsibilities shifted to personnel appointed by the Authority. Duties no longer under the control of the Board would include appointing an Equine Medical Director (now referred to as "Safety Director"); appointing a Regulatory Veterinarian of the State; enforcing safety regulations; and adjudicating enforcement violations.

The initial Voluntary Implementation Agreement attached to the March 25th HISA letter was amended in May to include an indemnification clause, as well as flexibility to identify the state law that will govern the Agreement. The Agreement becomes effective July 1, 2022 and will terminate upon the effective date of the Authority's Anti-Doping and Medication Protocol. The Authority has expressed its intention to have the Anti-Doping Medication Protocol operative in early 2023, so the Agreement under consideration may be in effect anywhere from 6-12 months.

As to the Board's ability to enter into an Agreement with the Authority, Business and Professions Code (BPC) section 19440 provides, in part, that the Board has all powers necessary and proper for the "[a]dministration and enforcement of all laws, rules, and regulations affecting horse racing and parimutuel wagering." CHRB staff is working to secure additional statutory authority that will affirm the Board's ability to enter into contracts to enforce HISA and ensure the Board's employees and contractors may provide all services contracted for under the Agreement.

Finally, CHRB staff is working with the Authority to secure any needed amendments to the revised draft Agreement, including both budget appropriation and statutory authority contingency clauses.

RECOMMENDATION:

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This item is presented for Board discussion and action. Should the Board elect to enter into a Voluntary Implementation Agreement with the Authority, staff request that the board authorize the Executive Director to 1) enter into the Agreement after securing any amendments needed to protect the interest of the CHRB and 2) appoint appropriate individual(s) to the required roles specified as needed for the duration of the Agreement.

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To: State Racing Commission Executive Directors
From: Tom DiPasquale
Re: Voluntary Implementation Agreement
Date: March 25, 2022

Attached please find a Voluntary Implementation Agreement between the Horseracing Safety and Integrity Authority ("HISA") and your state racing commission.

As you know, the federal act permits HISA and state commissions to enter into agreements to implement the racetrack safety program. The Federal Trade Commission (FTC) 2000 series rules (also attached), which take effect on July 1, 2022 and govern racetrack safety and accreditation, provide that with respect to certain rules the state commission may choose to work with HISA to oversee implementation. If the state commission chooses not to do so, then these responsibilities would shift to personnel appointed by HISA.

We believe that by working together as described in the Voluntary Implementation Agreement, we can accomplish critical, federally-mandated safety oversight and enforcement in a manner that is:

- Efficient – saves time and money by utilizing existing state resources.
- Effective – engages the local knowledge and experience of the state's regulatory personnel.
- Comprehensive – facilitates stakeholder compliance with a wide variety of FTC requirements that will affect all racing participants effective July 1, 2022.
- Uniform – assures a consistent level of education, oversight and enforcement nationwide.
- Credible – demonstrates to a skeptical public audience that the industry as a whole, including state regulators, is committed to the safety and welfare of horse and rider.

We will follow up with a call to you in the next few days. This Agreement must be executed well prior to the July 1 effective date of the racetrack safety rules.

HISA will also host a meeting to answer your questions or discuss issues specific to your state at the upcoming Association of Racing Commissioners International meeting in Lexington, Kentucky. The meeting will take place at the host hotel in a HISA conference room on Monday, April 11 from 10:00 to 11:30 a.m.

We look forward to building a strong alliance between federal and state regulators to enhance racetrack safety for the industry.

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VOLUNTARY IMPLEMENTATION AGREEMENT

THIS VOLUNTARY IMPLEMENTATION AGREEMENT (this "Agreement") is entered into as of ___day of _____2022 , with an effective date of July 1, 2022 (the "Effective Date"), by and between the Horseracing Integrity and Safety Authority, Inc. a Delaware nonprofit corporation whose mailing address is 401 West Main Street, Unit 222, Lexington, Kentucky 40507 (the "Authority"), and the _____Commission, an agency of state government whose mailing address is _____ (the "Commission"). As used herein, the "Parties" shall mean the Authority and the Commission, collectively; and a "Party" shall mean either the Authority or the Commission individually.

WHEREAS the Authority is a private, independent, self-regulatory, nonprofit corporation that was recognized for the purpose of developing and implementing a horseracing anti-doping and medication control program and a racetrack safety program for covered horses, covered persons, and covered horseraces by the Horseracing Integrity and Safety Act of 2020 (the "Act");

WHEREAS the Commission is the independent agency of state government vested with jurisdiction to regulate the conduct of horse racing and pari-mutuel wagering on horse racing and related activities within the state of _____ (the "State");

WHEREAS 15 USC § 3054(e)(2) of the Act permits the Authority to enter into agreements with State racing commissions for services consistent with the enforcement of the racetrack safety program; and

WHEREAS the Authority has determined that the Commission has the ability to implement certain areas of the racing safety program in accordance with the rules, standards, and requirements established by the Authority.

NOW THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Medical Director OR Intentionally Omitted[1]. The Commission/Executive Director of the Commission names and appoints _____ as Medical Director of the State (the "Medical Director"). The Parties agree that the Medical Director shall carry out the duties and responsibilities of the Medical Director set forth in the Racetrack Safety Program, including but not limited to, the duties and responsibilities set forth in Rule 2132 of the Racetrack Safety Program. Any person named to replace the individual named as Medical Director herein shall possess the qualifications set forth in Rule 2132(a) Racetrack Safety Program.

[1] The Medical Director position is optional for the Commission to furnish. If the Commission does not elect to name and appoint a qualified individual, then the applicable jurisdiction can utilize the Authority's Medical Director program.

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2. Safety Director. The Commission/Executive Director of the Commission names and appoints _____ as Safety Director of the State (the "Safety Director"). The Parties agree that the Safety Director shall carry out the duties and responsibilities of the Safety Director set forth in the Racetrack Safety Program, including but not limited to, the duties and responsibilities set forth in Rule 2131 of the Racetrack Safety Program. Any person named to replace the individual named as Safety Director herein shall possess the necessary qualifications to perform the duties and responsibilities set forth in Rule 2131 of the Racetrack Safety Program.

3. Stewards. The Commission/Executive Director of the Commission agrees that the stewards [tailor to specific jurisdictions] shall enforce the safety regulations set forth in the Rule 2200 Series of the Racetrack Safety Program. The Commission further agrees that the stewards shall also serve in the adjudicatory capacities set forth in the Rule 8000 Series (the Enforcement Rules).

4. Regulatory Veterinarian. The Commission/Executive Director of the Commission names and appoints _____ as Regulatory Veterinarian of the State (the "Regulatory Veterinarian"). The Parties agree that the Regulatory Veterinarian shall carry out the duties and responsibilities of the Regulatory Veterinarian set forth in the Racetrack Safety Program, including but not limited to, the duties and responsibilities set forth in Rule 2135 of the Racetrack Safety Program. Any person named to replace the individual named as Regulatory Veterinarian herein shall possess the qualifications set forth in Rule 2134(a) Racetrack Safety Program.

5. Emergency Warning Systems. The Commission agrees to inspect and approve the racetrack emergency warning systems in use on all racing and training tracks at each racetrack under the jurisdiction of the Commission, as set forth in Rule 2153 of the Racetrack Safety Program. The Commission further agrees to provide the Authority with periodic reports concerning the racetrack emergency warning systems on forms prescribed by the Authority.

6. Trainers Test. The Commission agrees to require the use of the Authority's uniform National Trainers Test, as set forth in Rule 2181. Upon request by the Authority, the Commission shall provide documentation of satisfactory completion of the test for individual licensees.

7. Training Opportunities. The Commission agrees to identify existing, or provide locally, training opportunities for all Racetrack employees having roles in Racetrack safety or direct contact with Covered Horses, as set forth in Rule 2182 of the Racetrack Safety Program. The Commission further agrees that the Authority may request and review information pertaining to the training opportunities available to racetrack employees as specified in Rule 2182 of the Racetrack Safety Program.

8. Testing Program. The Commission agrees to maintain a testing program for drugs and alcohol for Jockeys, as set forth in Rule 2191 of the Racetrack Safety Program. The Commission further agrees to submit the protocol for the testing program to the Authority. Upon request by the Authority, the Commission shall share with the Authority information pertaining to positive tests of individual Jockeys and shall make periodic reports concerning the testing program as directed by and on forms prescribed by the Authority.

9. Concussion Management. The Commission agrees to implement a concussion management program for Jockeys, as set forth in Rule 2192 of the Racetrack Safety Program. The Commission further agrees to submit the protocol for the concussion management program to the Authority.

10. Scope of Work. The scope of work and reporting obligations under this Agreement are those set forth in the Rule 2000 Series, "Racetrack Safety and Accreditation." The Commission agrees to provide performance metrics in reasonable detail and at reasonable intervals on forms to be prescribed by the Authority.

11. Indemnification. The Authority expressly agrees to indemnify and hold harmless the Commission and its agents or employees from and against any and all claims, loss, damages, injury, liability and costs, including but not limited to reasonable attorneys' fees and court costs, resulting from, arising out of, or in any way connected with the Scope of Work as defined in the previous Section of this Agreement. Any enforcement actions related to the Scope of Work will be the responsibility of and will be defended by the Authority. Any appeals or challenges to actions taken by Commission agents or employees when enforcing the Act or federal rules or regulations promulgated pursuant to the Act will proceed pursuant to the enforcement rules of the Act and will be defended by the Authority. Notwithstanding anything set forth in this Agreement to the contrary, this Agreement shall not be construed to waive any immunity under applicable state law, including but not limited to sovereign immunity, possessed by the Commission and its agents or employees.

12~~1~~. Term and Termination.

(a) This Agreement shall be effective (the "Effective Date") on the first business day following the full execution of this Agreement by the Parties, or if further approvals are required under applicable state law, the later to occur of: (i) the approval of this Agreement by the _____ Commission, and (ii) the approval of any other state agency, commission, board or authority for which approval is required under state law. If the Effective Date does not occur on or before July 1, 2022, this Agreement shall terminate and be of no force or effect. If the Effective Date does occur on or before July 1, 2022, the agreement shall terminate upon the effective date of the Authority's Anti-Doping and Medication Protocol.

(b) This Agreement may be terminated by either Party upon one hundred twenty (120) days written notice.

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(c) If either Party defaults in a material obligation under this Agreement and continues in default for a period of 30 days after written notice of default is given to it by the other Party, the other Party may terminate and cancel this Agreement, immediately upon written notice of termination given to the defaulting Party.

13~~2~~. Notices. All notices required to be provided hereunder shall be in writing and shall be deemed delivered if (a) sent by facsimile, upon confirmation of faxing, (b) if sent by overnight courier, by the date after mailing, (c) if by hand delivery, upon actual receipt or (d) if by certified mail, return receipt requested and postage prepaid, on the third business day after deposit in the mails, to the addressee set forth below (with a copy emailed to the email addresses set forth below) or at such other location as such Party notifies the other pursuant to this provision.

If to the Authority:

401 West Main Street, Unit 222
Lexington, Kentucky 40507
Attention: Lisa Lazarus
lisa.lazarus@hisaus.org

with a copy to:

Ransdell Roach & Royse PLLC
176 Pasadena Drive, Building One
Lexington, Kentucky 40502
Attention: John C. Roach
john@rrrfirm.com

If to Commission:

_____
_____
Attention: _____

with a copy to:

_____
_____
Attention: _____

14~~3~~. Severability. If any part of this Agreement is determined to be invalid or illegal by any court or agency of competent jurisdiction, then that part shall be limited or curtailed to the extent necessary to make such provision valid, and all other remaining terms of this Agreement shall remain in full force and effect.

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15~~4~~. Amendment and Waiver. This Agreement may be modified or amended only in a writing signed by both Parties. A Party 's failure to act hereunder shall not indicate a waiver of its rights hereto. No waiver of any provision of this Agreement shall be valid unless made in writing and signed by the waiving Party. The failure of either Party to require the performance of any term or obligation of this Agreement or the waiver by either Party of any breach of this Agreement shall not prevent any subsequent enforcement of such term and shall not be deemed a waiver of any subsequent breach.

16~~5~~. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Any signature page delivered by facsimile, telecopy machine, portable document format (.pdf) or email shall be binding to the same extent as an original

17~~6~~. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, between the Parties with respect to the subject matter hereof.

18~~7~~. Headings; Interpretation. The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement. All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, as appropriate.

19~~8~~. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the state of _____~~Kentucky~~, without regard to its conflicts of laws principles.

[signature page follows]

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IN WITNESS WHEREOF, the undersigned have executed this Services Agreement as of date first written above.

HORSERACING INTEGRITY AND SAFETY AUTHORITY, INC.

By: _____
Name: _____
Title: _____

_____

By: _____
Name: _____
Title: _____

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Agenda Item 5

CALIFORNIA HORSE RACING BOARD

May 19, 2022

REGULAR BOARD MEETING

There is no board package material for Item 5

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Agenda Item 6

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD REGARDING APPROVAL OF AN AGREEMENT, PURSUANT TO CHRB RULE 1581, RACING SECRETARY TO ESTABLISH CONDITIONS, BETWEEN THE LOS ANGELES COUNTY FAIR (LACF) AND THE THOROUGHBRED OWNERS OF CALIFORNIA (TOC), REGARDING ENTRY CONDITIONS AND SPECIFIED DRUG SUBSTANCES OR MEDICATIONS TO BE IMPLEMENTED BY LACF AT LOS ALAMITOS

Regular Board Meeting
May 19, 2022

ISSUE:

California Horse Racing Board (Board) Rule 1581, Racing Secretary to Establish Conditions, allows the racing secretary to establish the conditions for any race run during the race meeting. In instances where the racing secretary wishes to set a condition based on a participating horse's use or non-use of a drug substance or medication, or the presence or lack of presence of a drug substance or medication, the association must first obtain approval from the horseman's organization and the Board. Beginning in March 2019, all racing associations in California have come to the Board seeking approval of agreements with the respective horseman's organizations involving the mandatory stand down for intra articular injections.

BACKGROUND:

Business and Professions Code (BPC) section 19440 provides that the Board shall have all powers necessary and proper to enable it to carry out fully and effectually the purposes of the Horse Racing Law. Responsibilities of the Board shall include, but not be limited to, adopting rules and regulations for the protection of the public and the control of horse racing and pari-mutuel wagering. BPC section 19590 states the Board shall adopt rules governing, permitting, and regulating wagering on horse races under the system known as the pari-mutuel method of wagering. BPC section 19562 provides that the Board may prescribe rules, regulations and conditions, consistent with the provisions of this chapter, under which all horse races with wagering on their results shall be conducted in California.

ANALYSIS:

The ability to set conditions on a race is governed by Board Rule 1581. Rule 1581 states:

The racing secretary may establish the conditions for any race, the allowances or handicaps to be established or specific races, the procedures for the acceptance of entries

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and declarations, and such other conditions as are necessary to provide and conduct the association's race meeting. Any conditions that are based on a participating horse's use or non-use of a drug substance or medication, or the presence or lack of presence of a drug substance or medication in a biological test sample taken from a participating horse, shall be agreed to in advance in writing by the acknowledged horsemen's organization, which, in the case of thoroughbred horses, shall be the owner's organization, and approved by the Board before entries are taken for the race. If such conditions are based on the results of a biological test sample other than an official test sample collected by the CHRB, a description of the testing methods and procedures the racing association or fair will use to collect and analyze the biological test samples shall be submitted to the Board for approval. For purposes of this section "biological test sample" refers to any biological sample, including but not limited to, blood, urine, hair, tissue, or saliva, that is taken from a horse.

Pursuant to Board Rule 1581, any condition involving medication must be agreed to by the horsemen's organization, which in the case of thoroughbred racing, is the Thoroughbred Owners of California (TOC). Additionally, any agreement must be approved by the Board before entries are taken. Here, the Los Angeles County Fair (LACF) at Los Alamitos Race Course has entered into an agreement with the TOC to prohibit a horse from entering a stakes race conducted with any race-day medication, including furosemide.

RECOMMENDATION:

This item is presented for Board discussion and action.

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AGREEMENT

EFFECTIVE DATE: March 9, 2022

PARTIES:
Thoroughbred Owners of California ("TOC")
285 W. Huntington Drive
Arcadia, CA 91007

and

LA County Fair at Los Alamitos Racing Association ("LARA")
4961 Katella Avenue
Los Alamitos, CA 90720

RECITALS:

A. LARA is a racing association licensed to operate Thoroughbred horse racing at the Los Alamitos Racetrack located in Los Alamitos, California. TOC represents the collective interests of all California Thoroughbred owners.

B. LARA and TOC desire to enter into an agreement in which new rules and regulations are approved in order for LARA to be consistent with International Federation of Horse Racing Authorities ("IFHA"), and this agreement is intended to satisfy the requirements set forth in Rule 1581 of the California Horse Racing Board Rules.

C. The purpose of this agreement is to protect the safety and welfare of horses and riders and to enhance public confidence in the integrity of the sport of Thoroughbred racing.

AGREEMENT:

1. No horse, of any age, shall be permitted to race in a "Stakes Race" conducted by LARA from June 22, 2022 through December 31, 2022 with any race-day medication, which includes, without limitation, the use of furosemide (e.g. Lasix). A "Stakes Race" shall include all graded stakes races, listed stakes races, overnight stakes races, state-bred stakes races, and restricted stakes races.

2. Every horse within the enclosure and every horse at a LARA auxiliary training facility is subject to out-of-competition testing (OOCT) by LARA veterinary professionals and no owner, trainer or other person having the care of a horse shall refuse to submit such for testing.

3. All parties agree to strict limitations on the use of any analgesic and anti-inflammatory medications during racing and training.

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4. No horse which has been administered a non-steroidal anti-inflammatory medication within the previous 48 hours shall participate in a race at Los Alamitos or a recorded work at Los Alamitos or any of its auxiliary training facilities. All parties agree OOCT may be conducted to verify compliance.

5. A commitment to continuing collaboration for improving the safety and welfare of horses and riders.

6. The parties will file this agreement with the California Horse Racing Board ("CHRB") and support approval.

7. This Agreement covers the LA County Fair at Los Alamitos 2022 race meet (the "Meet") and shall expire on the last day that a Thoroughbred racehorse is permitted to be in the Los Alamitos enclosure or at a LARA auxiliary training facility as part of the Meet.

LA COUNTY FAIR AT LOS ALAMITOS

Jack Liebau
General Manager

Dated: 3/9/2022

THOROUGHBRED OWNERS OF CALIFORNIA

Mary W. Forney
Executive Director

Dated: 3/9/2022

Revised per CHRB recommendation 9/9/21

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Agenda Item 7

STAFF ANALYSIS
May 19, 2022

DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE LOS ANGELES COUNTY FAIR AT LOS ALAMITOS RACE COURSE, COMMENCING JUNE 22, 2022, AND CONTINUING THROUGH JULY 12, 2022

Los Angeles County Fair (LACF) has filed its application to conduct a horse racing meeting at Los Alamitos Race Course from June 22 through July 12, 2022, racing 10 days, one more than proposed for 2021. LACF proposes to conduct a total of 87 races, nine more than proposed for 2021. Live racing begins June 24 and continues through July 10, 2022. LACF is not participating in the California Authority of Racing Fairs combined horse racing meeting.

- The proposed race dates are within the approved dates allocated to the fair.

June 2022						
Sun	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	**24**	**25**
26	27	28	29	30		

July 2022						
Sun	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**
					1	**2**
3	**4**	5	6	7	**8**	**9**
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

  - Racing Friday through Sunday and Monday, July 4. Nine races per day on Sunday, Monday, and Saturday; eight races on Friday.

  - Racing concurrently with Alameda County Fair.

  - 2021 race meeting at Los Alamitos was held in September and ran only Thoroughbreds. Average number of runners per race: 6.38.

- First post 1:00 p.m. each racing day.

- Wagering program will use California Horse Racing Board (CHRB/Board) and Association of Racing Commissioners International (ARCI) rules.
  - Early wagering 8:30 a.m.–10:30 a.m. each racing day.
  - $2 Daily Double placement will depend on number of races. **Requests 20% takeout.**
  - $1 Trifecta on all eligible races.
  - $0.10 Superfecta wagering on all eligible races.

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- $2 PNP6 on last six races, 70% carryover, 30% minor. Alternate runner provision.
- $0.50 PNP4 on second through fifth races and last four races. Alternate runner provision.
- $0.50 PNP5 on first five races. **Requests 14% takeout.** One tier payoff, 100% carryover. Alternate runner provision.
- $1 Super High 5 on last race of day. Requires selection of first five finishers in same race. 100% payout on all tickets with five winners. No consolation. 100% carryover if no ticket has five winners.

- Advance deposit wagering (ADW) providers are NYRA Bets, TVG Network, TwinSpires, and Xpressbet.

  Pursuant to Business and Professions Code section 19604, specific provisions must be met before an ADW provider can accept wagers.

  Summary of Business and Professions Code section 19604

  To accept wagers on races **conducted in California** from a resident of California:
  - The ADW provider must be licensed by the Board.
  - A written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made.
  - The agreement shall have been approved in writing by the horsemen's organization responsible for negotiating purse agreements for the breed on which the wagers are made.

- Documents received in compliance with Business and Professions Code section 19604:
  - ADW agreements allowing NYRA Bets, TVG Network, TwinSpires, and XpressBet to accept wagers from California residents on races conducted by LACF for the entire term of its proposed race meet.
  - Thoroughbred Owners of California approval of the ADW agreements.

- Simulcasting conducted with other out-of-state racing jurisdictions, pursuant to Business and Professions Code section 19602, and with authorized locations throughout California.

- Requests Jennifer Paige be appointed horse identifier pursuant to CHRB Rule 1525, Racing Officials Appointed by the Board.

- Track safety inspection was completed on April 29, 2022.

- Inspection of backstretch worker housing was completed by CHRB Investigator Halcromb on November 12, 2021.

- San Luis Rey Downs (SLRD) is listed as an auxiliary stabling site. As such, a fire clearance pursuant to Board Rule 1927, Fire Prevention, is required. SLRD has a fire

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clearance valid through November 23, 2022. SLRD completed improvements to its facility to bring the fire clearance into compliance with Board Rule 1927.

- Santa Anita Park (SAP) is listed as an auxiliary stabling site, which requires a fire clearance pursuant to Board Rule 1927. SAP has a fire clearance, in compliance with Board Rule 1927, that is valid through July 1, 2022.

- LACF has agreed to adopt the Board's Inclement Weather Policy, as posted on the Racing Safety page of the Board's website.

Specific information that **will need to be updated** during the proposed race meet:

1. SAP fire clearance [valid through July 1, 2022].

RECOMMENDATION:

Staff recommends approval of the race meet application.

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Los Angeles County Fair

March 1, 2022
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, California 95825

Attn: Scott Chaney
Executive Director

Re: CHRB Inclement Weather Policy

Commissioners:

During the 2022 Los Angeles County Fair Meet from June 22, 2022 through July 12, 2022, the Los Angeles County Fair hereby agrees to adopt and abide by the CHRB Inclement Weather Policy posted on the CHRB website.

Respectfully submitted
Los Angeles County Fair
By Los Alamitos Racing Association, Manager
By _____
Jack Liebau, Vice President

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Revised: April 12, 2022

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD
APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF A CALIFORNIA FAIR
CHRB-18 (Rev. 7/21)

Application is hereby made to the California Horse Racing Board (CHRB) for a license to conduct a horse racing meeting of a California fair, as authorized by Article 6.5 of the California Business and Professions Code, Chapter 4, Division 8, Horse Racing Law, and in accordance with applicable provisions and the California Code of Regulations, Title 4, Division 4, CHRB Rules and Regulations.

1. APPLICANT FAIR ASSOCIATION

A.a Name, mailing address, telephone, and fax numbers of fair: Los Angeles County Fair, c/o Losa Alamitos Race Course, 4961 Katella Avenue, Los Alamitos, CA 90720 Telephone (714) 820-2800, Fax (714) 820-2743a

B.a Fair association is a: ☐ District Faira ☒ County Fair ☐ Citrus Fruit Fair
☐ California Exposition and State Fair ☐ Other qualified fair

C.a Provide the name, telephone, and email address for the fair contact person. F. Jack Liebau (714)a 820-2800, jackliebau@yahoo.coma

NOTICE TO APPLICANT: Application must be filed not later than ninety (90) days before the scheduled start date for the proposed meeting, pursuant to CHRB Rule 1433.

2. DATES OF RACE MEETING

A.a Inclusive dates allocated for race meeting: June 22, 2022 through July 12, 2022a

B.a Actual dates racing will be held: 6/24, 6/25, 6/26, 7/1, 7/2, 7/3, 7/4, 7/8, 7/9, 7/10

C.a Dates racing will NOT be held: 6/22, 6/23, 6/27, 6/28, 6/29, 6/30, 7/5, 7/6, 7/7, 7/11, 7/12a

D.a Total number of racing days: Tena

E.a Days of the week races will be held: Friday through Sunday with special racing on Monday,a 7/4/2022a
☐ Wednesday – Sunday ☐ Tuesday – Saturday ☒ Other (specify)a

3. RACING PROGRAM

A.a Total number of races: 87a

B.a Number of races by breed:a
87 Thoroughbredsa 0 Quarter Horses 0 Appaloosas
0 Arabiansa 0 Paints 0 Mules

CHRB CERTIFICATION

Application received: 3/24/22
Reviewed: rp

Hearing date: 5/19/22
Approved date:
License number:

C. Number of races daily:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Thoroughbred	9	9				8	9
Other Breeds							
Total							

D. Total number of stakes races by breed:
3 Thoroughbreds 0 Quarter Horses 0 Appaloosas
0 Arabians 0 Paints 0 Mules

E. Attach a listing of all stakes races and indicate the date to be run and the added money or guaranteed purse for each.

1. Attach a listing of all stakes races for the past two (2) race meetings. The information provided must be for the same timeframe in which the association is applying. Include the date the stakes races were run and the added money or guaranteed purse for each. Note the races that were designated for California-bred horses.

2. Identify the stakes races listed under item E that have been altered or added or are new for the current race meeting. Provide details regarding any alterations to the identified stakes races (e.g., changes in the age, sex, eligibility, purse, or substantial calendar changes). The stake schedule will include the same stake races that were conducted during the summer (June/July) Los Alamitos Racing Association meet in 2021. The purse for the Los Alamitos Derby has been reduced from $150,000 to $125,000 because it no longer considered to be a Grade III stake..

3. Identify the stakes races listed under item E.1. that have been dropped or deleted and the reasons the stakes were dropped or deleted. None

F. Will provisions be made for owners and trainers to use their own registered colors?
☒ Yes ☐ No
If no, which racing colors are to be used?

G. List all post times for the daily racing program: 1st race-1:00 pm, 2nd race-1:30 pm, 3rd race-2:00 pm, 4th race-2:30 pm, 5th race-3:00 pm, 6th race-3:30 pm, 7th race-4:00 pm, 8th race-4:30 pm, 9th race-5:00 pm.

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall, each racing day, provide for the running of at least one race limited to California-bred horses, to be known as the "California-bred race," pursuant to CHRB Rule 1813.

4. FAIR ASSOCIATION

A. Names of the fair directors: Heidi Hanson, Edward Tessier, Linda Bosserman, Michael Driebe,

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2022	2021	2020
$100,000 Bertrando Cal Bred	$100,000 Bertrando Cal Bred	$100,000 Bertrando Cal Bred
$200,000 Great Lady M Stakes Gr II	$200,000 Great Lady M Stakes Gr II	$200,000 Great Lady M Stakes Gr II
$125,000 Los Alamitos Derby	$150,000 Los Alamitos Derby Gr III	$150,000 Los Alamitos Derby Gr III

The Los Alamitos Derby will not be carded if there are less than five betting interests.

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2022

LOS ALAMITOS RACE COURSE
STAKES SCHEDULE

Closing Tuesday, June 14, 2022

Saturday, June 25, 2022 — $100,000 Guaranteed

BERTRANDO STAKES (Cal Bred)
For Three Year Olds and Upward
One Mile

Closing Tuesday, June 28, 2022

Saturday, July 9, 2022 — $125,000 Guaranteed

LOS ALAMITOS DERBY
For Three Year Olds
One Mile And One Eighth

Closing Tuesday, June 28, 2022

Monday, July 4, 2022 — $200,000 Guaranteed

GREAT LADY M STAKES - Grade II
For Fillies And Mares Three Year Olds and Upward
Six And One Half Furlongs

The Los Alamitos Derby and the Great Lady M will not be carded if there are less than five betting interests.

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2021

LOS ALAMITOS RACE COURSE
STAKES SCHEDULE

Closing Saturday, June 19, 2021

Saturday, June 26, 2021 — $100,000 Guaranteed

BERTRANDO STAKES (Cal Bred)
For Three Year Olds and Upward
One Mile

Closing Saturday, June 26, 2021

Saturday, July 3, 2021 — $150,000 Guaranteed

LOS ALAMITOS DERBY - Grade III
For Three Year Olds
One Mile And One Eighth

Closing Saturday, June 26, 2021

Monday, July 5, 2021 — $200,000 Guaranteed

GREAT LADY M STAKES - Grade II
For Fillies And Mares Three Year Olds and Upward
Six And One Half Furlongs

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2020

LOS ALAMITOS RACE COURSE
STAKES SCHEDULE

Closing Saturday, June 20, 2020

Saturday, June 27, 2020 — $100,000 Guaranteed

SOI PHET STAKES (Cal Bred)
For Three Year Olds and Upward
One Mile

Closing Saturday, June 27, 2020

Saturday, July 4, 2020 — $200,000 Guaranteed

GREAT LADY M STAKES - Grade II
For Fillies And Mares Three Year Olds and Upward
Six And One Half Furlongs

Closing Saturday, June 27, 2020

Saturday, July 4, 2020 — $150,000 Guaranteed

LOS ALAMITOS DERBY - Grade III
For Three Year Olds
One Mile And One Eighth

Heidi Gallegos, John Landherr, Richard Martinez, Ciriaco Pinedo, John Solomon and Kiana Webb

B. Names of the directors serving on the Racing Committee or otherwise responsible for the conduct of the racing program: Dr. Edward Allred, Cathy Monji and Jack Liebau

C. Name and title of the fair manager or executive officer and the names and titles of all department managers and fair staff, other than those listed in 12.B., who will be listed in the official program: Scott Craigmyle, Director of Racing, Jordan Castaneda, Racing Secretary, Nate Estrada, Assistant Racing Secretary, Jesus Calvillo, Placing Judge, Randy Valdez, Placing Judge, Anthony Rose, Patrol Judge, Charles McCaul, Clerk of Scales, Kevin Colosi, Assistant Clerk of Scales, Heather Correa, Clerk of the Course, Dawn Jackson, Paymaster of Purses, Don August, Paddock & Patrol Judge, Gary Brinson, Starter, Robert Hurd, Director of Operations, John Ferrero, Mutuels Manager, Bob Mieszerski, Publicity Director, Orlando Gutierrez, Marketing Director, Michael Wrona, Announcer, Russell Hudak, Timer, Ed Burgart, Morning Line Maker, Jennifer Paige, Horse Identifier, Dr. Nolton Pattio, Official Veterinarian, Dr. Dana Steed, Racing Veterinarian

D. Name and title of the person(s) authorized to receive notices on behalf of the fair association and the mailing and email address of such person(s). Jack Liebau, Vice President. C/O Los Alamitos, 4961 Katella Avenue, Los Alamitos, CA 90720. jackliebau@yahoo.com

5. TAKE OUT PERCENTAGE

A. Will the percentage deducted for any type of wager be adjusted pursuant to Business and Professions Code section 19601.01? If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.

☒ Yes ☐ No

Wager(s) to be adjusted: Pick 5 and Daily Double

Proposed percentage: Pick 5-14% and Daily Double-20 %

1. Attach copy of written notice requesting the proposed takeout adjustment, the proposed percentage, and the wager(s) affected. The notice must include the written agreement of the fair association and the horsemen's organization for the meeting of the fair association accepting the wager.

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19601.01, notwithstanding any other provision of law, a Thoroughbred association or fair, upon the filing of a written notice with, and approval by, the Board specifying the percentage to be deducted, may deduct from the total amount handled in the pari-mutuel pool for any type of wager an amount of not less than ten (10) percent nor more than twenty-five (25) percent. The written notice shall include the written agreement of the Thoroughbred association or fair and the horsemen's organization for the meeting of the Thoroughbred association or fair accepting the wager. The established percentage to be deducted shall remain in effect until the filing of a subsequent notice with, and approval by, the Board, unless otherwise specified in the notice.

6. HANDLE HISTORY

A. Complete the table below, providing the last five (5) years of handle and attendance for the fair association. If your association has been operating for fewer than five years, provide information for the period of time it has been in operation.

Year	Handle	Attendance
2021-9 live days	65,461,492	39,402
2020-11 live days	73,469,118	6,233

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LOS ANGELES COUNTY FAIR ASSOCIATION

c/o Los Alamitos Race Course

4961 Katella Avenue

Cypress, CA 90720

May 11, 2022

Mr. Scott Chaney
Executive Director
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, California 95825

Dear Mr. Chaney:

Pursuant to California Business and Professions Code Section 19601.1, Los Angeles County Fair, after consultation with the Thoroughbred Owners of California ("TOC"), is hereby requesting takeout, as set forth below, to be offered during the Los Angeles County Fair 2022 Meet, June 22, 2022 through July 12, 2022.

- Rolling Daily Doubles beginning with Race 1 are subject to a 20% takeout rate.
- Players Pick 5 – A $0.50 minimum wager on the first five (5) races on each day's card subject to a takeout rate of 14%.

Very truly yours,

F. Jack Liebau
Manager
(650) 222-8150
jackliebau@yahoo.com

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TOC
Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

March 9, 2022

Ms. Carmen Luera
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

RE: 2022 LA County Fair at Los Alamitos Summer Race Meet – Rolling Daily Doubles

Dear Ms. Luera,

LA County Fair at Los Alamitos has contacted the Thoroughbred Owners of California ("TOC") regarding the conducting of rolling "Daily Double" wagers, subject to a 20% takeout, on each racing day of its upcoming Summer race meet from June 22 through July 12, 2022. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at LA County Fair at Los Alamitos' previous meet.

Please feel free to contact me with any questions.

Sincerely,

Mary W. Forney
Executive Director

cc: Jack Liebau, Los Alamitos

285 W. HUNTINGTON DR., ARCADIA, CA 91007 (626) 574-6620
CHAIRMAN: GARY FENTON
EXECUTIVE DIRECTOR: MARY FORNEY
NORTHERN CA DIRECTOR OF OPERATIONS: WAYNE ATWELL
DIRECTOR OF OFFICE OPERATIONS AND MEMBER SERVICES: ELSA PERON

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TOC
Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

March 9, 2022

Ms. Carmen Luera
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

RE: 2022 LA County Fair at Los Alamitos Summer Race Meet – Players Pick 5

Dear Ms. Luera,

LA County Fair at Los Alamitos has contacted the Thoroughbred Owners of California ("TOC") regarding the conducting of the "Players Pick 5" on the first five (5) races of the day subject to a 14% takeout at its upcoming Summer race meet from June 22 through July 12, 2022. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at LA County Fair at Los Alamitos' previous meet.

Please feel free to contact me with any questions.

Sincerely,

Mary W. Forney
Executive Director

cc: Jack Liebau, Los Alamitos

285 W. HUNTINGTON DR., ARCADIA, CA 91007 (626) 574-6620
CHAIRMAN: GARY FENTON
EXECUTIVE DIRECTOR: MARY FORNEY
NORTHERN CA DIRECTOR OF OPERATIONS: WAYNE ATWEL;L
DIRECTOR OF OFFICE OPERATIONS & MEMBER SERVICES: ELSA PERON

2019-10 live days	58,517,206	65,508
2018-12 live days	67,787,309	68,942
2017-12 live days	63,344.075	73,516

7. PURSE PROGRAM (excluding supplements, nominations, sponsorships, and starter fees):

A. Purse distribution:

1. All races other than stakes:
   Current meet estimate: 2,767,732
   Prior meet actual: 2,184,560

   Average Daily Purse (7A1 ÷ number of days):
   Current meet estimate: 276,773
   Prior meet actual: 242,729

2. Overnight stakes:
   Current meet estimate: 0
   Prior meet actual: 0

   Average Daily Purse (7A2 ÷ number of days):
   Current meet estimate: 0
   Prior meet actual: 0

3. Non-overnight stakes:
   Current meet estimate: 362,500
   Prior meet actual: 457,100

   Average Daily Purse (7A3 ÷ number of days):
   Current meet estimate: 36,250
   Prior meet actual: 50,789

4. Total Purses (7A1 + 7A2 + 7A3):
   Current meet estimate: 3,130,232
   Prior meet actual 2,641,660

B. Funds to be generated for all California-bred incentive awards (including breeder awards and owners' premiums):

Current meet estimate: 305,940
Prior meet actual: 257,333

C. Payment to each recognized horsemen's organization contracting with the fair:

Current meet estimate:		Prior meet actual:	
CTT	36,753		33,383
TOC	18,377		16,691
NTRA	3,237		4,471
PCQHRA	0		

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LA PURSES SUMMER 2022

TYPE	PURSE	X	TYPE 1	PURSE 1
		X		
MDN CLM 20,000	$20,000.00		SA 20,000 NW2 LIFETIME	$28,000.00
MDN CLM 30,000	$22,000.00		CLM 32,000 NWY	$33,000.00
MDN CLM 40,000	$26,000.00		CLM 25,000 NW2 LIFETIME	$25,000.00
MDN CLM 50,000	$30,000.00		CLM 25,000	$28,000.00
MDN CLM 75,000	$34,000.00		SA 25,000	$28,000.00
MDN ALW	$45,000.00		CLM 32,000	$35,000.00
			SA 40,000 NW2 LIFETIME	$30,000.00
CLM 6,250 NW2 CLAUSE OR YEAR	$12,000.00		CLM 40,000	$36,000.00
CLM 6,250	$13,000.00		CLM 50,000	$38,000.00
CLM 8,000 NW2 CLAUSE OR YEAR	$15,000.00		SA 50,000 NW2 LIFETIME	$32,000.00
SA 8,000	$16,000.00		CLM 62,500	$40,000.00
CLM 8,000	$16,000.00			
CLM 10,000 NW2 CLAUSE OR YEAR	$16,000.00			
CLM 10,000	$17,000.00		ALW 1X OPT/CLM 40-80	$47,000.00
CLM 12,500 NW2 CLAUSE OR YEAR	$18,000.00		ALW 2X OPT/CLM 62,500	$49,000.00
CLM 12,500	$20,000.00		ALW 3X OPT/CLM 80,000	$53,000.00
SA 12,500	$20,000.00		OVERNIGHT STAKE	$75,000.00
CLM 16,000 NW2 LIFETIME	$19,000.00		STAKES	$100,000.00
CLM 16,000	$21,000.00			
SA 16,000	$21,000.00			
CLM 20,000	$24,000.00			

CWRA			
ARAC			
AMRA			
CHBPAPEN			
CTHF	27,565		25,037
Total:	85,932	Total:	79,582

D. Amount from all sources to be distributed at the meeting in the form of purses or other benefits to horsemen (7A + 7B + 7C):
Current meet estimate: 3,522,104
Prior meet actual: 2,978,575

Average Daily Purse (7D ÷ number of days):
Current meet estimate: 352,210
Prior meet actual: 330,953

E. Purse funds to be generated from on-track handle and intrastate off-track handle (excluding carry-overs from prior race meet(s):
Current meet estimate: 2,249,022
Prior meet actual: 2,139,258

Average Daily Purse (7E ÷ number of days):
Current meet estimate: 224,902
Prior meet actual: 237,695

F. Purse funds to be generated from interstate handle:
Current meet estimate: 773,092
Prior meet actual: 579,030

Average Daily Purse (7F ÷ number of days):
Current meet estimate: 77,309
Prior meet actual: 64,337

G. Bank and account number for the Paymaster of Purses' purse account: Bank of the West, 4400 MacArthur Blvd, Newport Beach, CA 92660; Account # on file

H. Name, address, email, and telephone number of the pari-mutuel audit firm engaged for the meeting: Bowen, McBeth Inc., 10722 Arrow Route, Suite 110, Rancho Cucamonga, CA 91730 craigmiller@verizon, com, (909) 944-6465

NOTICE TO APPLICANT: All funds generated and retained from on-track pari-mutuel handle that are obligated by law for distribution in the form of purses, breeders' awards, or other benefits to horsemen **shall not** be deemed as income to the fair and **shall**, within three (3) calendar days following receipt, be deposited in a segregated and separate liability account in a depository approved by the CHRB and shall be at the disposition of the Paymaster of Purses, who shall pay or distribute such funds to the persons entitled thereto. All funds generated from off-track simulcast wagering, interstate wagering, and out-of-state wagering that are obligated by law for distribution in the form of purses and breeders' awards shall also be deposited within three calendar days following receipt into such liability account. In the event the fair is obligated to the payment of purses prior to those obligated amounts being retained from pari-mutuel wagering for such purpose, or as a result of overpayment of earned purses at the conclusion of the meeting, the fair shall transfer from its own funds such amounts as are necessary for the Paymaster of Purses to distribute to the horse owners statutorily or contractually entitled thereto. The fair is entitled thereafter to recover such transferred funds from the Paymaster of Purses' account, and if insufficient funds remain in

the account at the conclusion of the meeting, the fair is entitled to carry forward the deficit to its next succeeding meeting, as provided by Business and Professions Code section 19615(c) or (d). In the event of **underpayment** of purses that results in a balance remaining in the Paymaster of Purses' account at the conclusion of the meeting after distribution of amounts due to horsemen, breeders, and horsemen's organizations, the fair may carry forward the surplus amount to its next succeeding meeting, provided, however, that the amount so retained does not exceed an amount equivalent to the average daily distribution of purses and breeders' awards during the meeting. All amounts in excess shall be distributed retroactively and proportionally in the form of purses and breeders' awards to the horse owners and breeders having earned purses or awards during the conduct of the meeting.

8. STABLE ACCOMMODATIONS

A. Number of usable stalls available for racehorses at the track where the meeting is held: 850

B. Minimum number of stalls believed necessary for the meeting: 2,500

C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: 2,300

D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: Santa Anita-1,900, San Luis Rey Downs-400

E. Attach each contract or agreement between the fair and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site.

Complete subsections F through H if the fair will request reimbursement for off-site stabling, as provided by Business and Professions Code sections 19607, 19607.1, 19607.2, and 19607.3. Otherwise, proceed to section 9.

F. Total number of usable stalls made available on-site for the **1986** meeting, pursuant to Business and Professions Code section 19535(c). n/a, the 1986 race meet was conducted at Fairplex Park

G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall. $15.18

H. State estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse. Santa Anita-$125 roundtrip, San Luis Rey Downs-$235 roundtrip

9. EQUINE EMERGENCY SERVICES

A. Name and emergency telephone number of the racing veterinarian onsite during training hours, workouts, and racing for the association and auxiliary sites: There is a rotation of private veterinarians on site at Los Alamitos and at all auxiliary training sites during all training hours. The private veterinarians are retained by the owners and trainers of horses stabled at Los Alamitos, The track veterinarian is Dr. Dana Steed, (970) 310-1449. In the morning, the track veterinarian prechecks fifty percent of the horses entered on a particular day. Thereafter, he observes horses when they are in the paddock, views them during the post parade, accompanies them in the starting gate and follows them during the race. Dr. Grande inspects the other fifty percent of the horses entered on a particular day. During the afternoon, Dr. Grande serves as the CHRB veteriarian and he is emplyed by the CHRB.

1. Attach a schedule listing the dates and times that the racing veterinarian will be available on-site during training hours, workouts, and racing for the association and auxiliary sites.

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Veterinarians Available for Emergency Services
Attachment for 9A
Los Alamitos Summer Thoroughbred Meet

Vet	Phone	Name of Practice
Los Alamitos:		
Arthur, Rick	(626) 665-8130	UCD-SVM/CHRB
Baker, Vince	(714) 269-1301	Baker
Bergstrom, Thomas*	(951) 522-0722	Equine Sports Medicine
Birch, Sarah	(614) 783-1237	Simpson/Dowd
Blea, Jeff	(626) 862-6149	Blea/Von Bluecher
Bradley, Sam	(310) 339-7666	Baker
Brokken, Todd	(626) 862-6198	Blea/Von Bluecher
Canfield, Cathy	(626) 372-4571	Baker
Equine Sports Medicine Pager	(714) 212-0200	Equine Sports Medicine
Grande, Tim	(626) 476-8743	LATC/CHRB
Hargrove, Nicola	(310) 617-6727	
Hunkin, Dawn	(626) 862-6150	Blea/Von Bluecher
Lorbiecki, Jocelyn	(949) 939-3547	Equine Sports Medicine
McCaughan, Mark	(562) 400-3298	
Overly, Rick	(714) 270-9425	Equine Sports Medicine
Schmidt, Stephanie	(561) 425-5401	Equine Sports Medicine
Stead, Dana	(970) 310-4449	Los Alamitos
Troncatty, Ashley	(818) 414-2040	Equine Sports Medicine
Von Bluecher, Helmuth	(626) 862-6147	
Warren, Herb	(714) 397-4206	
Wharton, Heather	(805) 218-8489	Blue
Yacoub, Anita	(951) 206-7496	Equine Sports Medicine
San Luis Rey Downs (off-track training)		
Jenkins, Chuck	(970) 217-8132	Magrini
Manno, Mike	(619) 871-4541	San Dieguito Equine Group
Magrini, Ron	(760) 880-1925	Magrini
Porubovich, Lindsay	(602) 290-0623	Magrini
Robinson, Brett	(818) 679-1114	San Dieguito Equine Group
Santa Anita (off-track training)		
Anderson, Elizabeth	(626) 808-2508	Shields
Araujo, John	(626) 893-7612	Self
Blue, Melinda	(626) 233-9922	Blue
Bohannon, Laura	(626) 710-7281	Shields
Buerchler, Sabina	(626) 536-8080	
Byrd, Wade	(210) 245-7000	Baker
Carpenter, Ryan	(805) 320-4811	Baker
Dowd, Joe	(818) 400-7498	Simpson/Dowd
Finley, Jenn	(626) 422-6412	Blea/Von Bluecher
Shields, Don	(626) 485-0374	
Simpson, Ted	(818) 970-1536	
Steppe, Mike	(951) 318-7335	

** Dr. Bergstrom will start towards 2nd half of July*
Dr. Karen Valko at 951-317-7935 - not available during Los Alamitos meets

10. PARI-MUTUEL WAGERING PROGRAM

A. Is the fair applicant a member of the California Authority of Racing Fairs (CARF)? If yes, attach a copy of the CARF recommended wagering format. ☐ Yes ☒ No

B. Pursuant to Business and Professions Code section 19599, and with the approval of the CHRB, fairs may elect to offer wagering programs using CHRB Pari-mutuel Rules, the Association of Racing Commissioners International (ARCI) Uniform Rules of Racing, Chapter 9, Pari-mutuel Wagering, or a combination of both. Please complete the following schedule for the types of wagering other than WPS and the minimum wager amount for each. If applicant is a member of CARF, also indicate if wager is a part of the CARF recommended wagering format.

Use DD for daily double, E for exacta (special quinella), PK3 for pick three, PK4 for select four, PNP for pick (n) pool, PPN for place pick (n), Q for quinella, SF for superfecta, TRI for trifecta, and US for unlimited sweepstakes (pick 9).

	TYPE OF WAGERS	APPLICABLE RULES	CARF WAGERING FORMAT	
Example Race:	$1 E; $1 Double	CHRB #1959; ARCI #VE	☐ Yes	☒ No
Race #1	See Attached	See Attached	☐ Yes	☒ No
Race #2			☐ Yes	☒ No
Race #3			☐ Yes	☒ No
Race #4			☐ Yes	☒ No
Race #5			☐ Yes	☒ No
Race #6			☐ Yes	☒ No
Race #7			☐ Yes	☒ No
Race #8			☐ Yes	☒ No
Race #9			☐ Yes	☒ No
Race #10			☐ Yes	☒ No
Race #11			☐ Yes	☒ No
Race #12			☐ Yes	☒ No
Race #13			☐ Yes	☒ No

C. Identify any wagers noted in 10.A. (the current pari-mutuel wagering program) that were not in the prior year's pari-mutuel program or that are not being carried forward from the previous year's pari-mutuel wagering program. None

D. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: No maximum carryover. Pool will be distributed on closing day, July 10, 2022

E. List any options requested with regard to exotic wagering.

F. Will "advance" or "early bird" wagering be offered? Yes ☒ No ☐
If yes, when will such wagering begin? Specify days and time for "early bird" wagering. Each racing

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Los Angeles County Fair 2022 Attachment

10. PARI-MUTUEL WAGERING PROGRAM

B. Use DD for daily double, E for exacta (special quinella), PK# for pick three, PK4 for select four, PNP for pick (n) pool, PPN for place pick (n), Q for quinella, SF for superfecta, TRI for trifecta and US for unlimited sweepstakes (pick 9).

TYPE OF WAGERS	APPLICABLE RULES
Race #1 $1E, $1TRI, $2DD, $1PK3, $0.50 PNP5, $.10 SF	CHRB #1959, 1979, 1957, 1977, 1976.9, 1979.1
Race #2 $1E, $1TRI, $2DD, $1PK3, $1PK4, $.10 SF	CHRB #1959, 1979, 1957, 1977, 1976.9, 1979.1
Race #3 $1E, $1TRI, $2DD, $1PK3, $2PNP6, $.10 SF	CHRB #1959, 1979, 1957, 1977, 1976.9, 1979.1
Race #4 $1E, $1TRI, $2DD, $1PK3, $2PNP6 $.10 SF	CHRB #1959, 1979, 1957, 1977, 1976.9, 1979.1
Race #5 $1E, $1TRI, $2DD, $1PK3, $1PK4 $.10 SF	CHRB #1959, 1979, 1957, 1977, 1976.9, 1979.1
Race #6 $1E, $1TRI, $2DD, $1PK3, $1PK4, $.10 SF	CHRB #1959, 1979, 1957, 1977, 1976.9, 1979.1
Race #7 $1E, $1TRI, $2DD, $1PK3, $.10 SF	CHRB #1959, 1979, 1957, 1977, 1979.1
Race #8 $1E, $1TRI, $2DD, $1PK3, $.10 SF	CHRB #1959, 1979, 1957, 1977, 1979.1
Race #9 $1E, $1TRI, $2DD, $1PK3, $.10 SF, $1Super H5	CHRB #1959, 1979, 1957, 1977, 1979.1, ARCI #004-105(X)(4), Option #3

$2 Daily Double placement will depend on the number of races

$1 Trifecta wagering on all eligible races (CHRB 1979)

$0.10 Superfecta wagering on all eligible races (CHRB 1979.1)

$2 PNP6 last six races 70% carryover, 30% minor. Alternate runner provision (CHRB 1976.9)

$1 PK4 on the second race through fifth race and the last four races. Alternate runner provision (CHRB 1976.9)

$0.50 PNP5 on the first five races, 14% takeout, one tier payoff, 100% carryover. Alternate runner provision (CHRB 1976.9)

$1 Super High 5 on the last race of the day, requires selection of the first five finishers in the same race, 100% payout on all tickets with five winners. No consolation. 100% carryover if no ticket has five winners. ARCI #004-105(X)(4), Option #3

H. List below the takeout percentage for each type of wager identified in 10B:

TAKEOUT PERCENTAGE
(Example) PNP5-14%

Race #1 E - 24.02%, TRI - 25.02%, DD - 20%, PK3 - 25.02%, PNP5 - 14%, SF - 25.02%

Race #2 E - 24.02%, TRI - 25.02%, DD - 20%, PK3 - 25.02%, PK4 - 25.02% SF - 25.02%

Race #3 E - 24.02%, TRI - 25.02%, DD - 20%, PK3 - 25.02%, PNP6 - 25.02%, SF - 25.02%

Race #4 E - 24.02%, TRI - 25.02%, DD - 20%, PK3 - 25.02%, PNP6 - 25.02%, SF - 25.02%

Race #5 E - 24.02%, TRI - 25.02%, DD - 20%, PK3 - 25.02%, PK4 - 25.02%, SF - 25.02%

Race #6 E - 24.02%, TRI - 25.02%, DD - 20%, PK3 - 25.02%, PK4 – 25.02%, SF - 25.02%

Race #7 E - 24.02%, TRI - 25.02%, DD - 20%, PK3 - 25.02%, SF - 25.02%

Race #8 E - 24.02%, TRI - 25.02%, DD - 20%, PK3 - 25.02%, SF - 25.02%

Race #9 E - 24.02%, TRI - 25.02%, DD - 20%, PK3 - 25.02%, SF - 25.02%, Super H5 - 25.02%

day from 8:30 am to 10:30 am

G. Type(s) of pari-mutuel or totalizator equipment to be used by the fair and the simulcast organization, the name of the person(s) supplying equipment, and expiration date of the service contract: AmTote, Keith Johnson. Contract expires 8/2025

H. List below the takeout percentage for each type of wager identified in 10.B.:

	TAKEOUT PERCENTAGE (Example) PNP5-14%
Race #1	Attached
Race #2	
Race #3	
Race #4	
Race #5	
Race #6	
Race #7	
Race #8	
Race #9	
Race #10	
Race #11	
Race #12	
Race #13	

11. ADVANCE DEPOSIT WAGERING (ADW)

A. Identify the ADW provider(s) to be used by the fair for this race meeting. TVG, XpressBet, NYRA Bets, Twin Spires

B. Attach a copy of the agreement/contract with each ADW provider to be used for this race meeting.

C. Have the agreements/contracts been approved by the respective horsemen's groups?
☒ Yes ☐ No
If yes, attach a copy of the approval.
If no, explain the status of the approval.

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19604, ADW providers may accept wagers on races conducted in California from a resident of California if : 1) the ADW provider is licensed by the Board; 2) a written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made; 3) the agreement shall have been approved in writing by the horsemen's organization responsible for negotiating purse agreements for the breed on which the wager are made. ADW providers may accept wagers on races conducted outside of California from a resident of California if: 1) the ADW provider is licensed by the Board; 2) there is a hub agreement between the ADW provider and one or both of (i) one or more racing associations or fairs that together conduct no fewer than five weeks of live racing on the breed on which wagering is conducted during the calendar year during which the wagers are placed and (ii) the horsemen's organization responsible for negotiating purse agreements for the breed on which wagering is conducted.

12. SIMULCAST WAGERING PROGRAM

A. Simulcast organization engaged by the fair to conduct simulcast wagering: SCOTWINC. Agreement is on file with the CHRB and includes evergreen provisions.

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11C

TOC
Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

March 25, 2022

Mr. Jack Liebau
Los Alamitos Racecourse
4961 Katella
Los Alamitos, CA 90720

RE: LA County Fair at Los Alamitos (LARC) 2022 Race Meeting ADW Approvals

Dear Jack,

Pursuant to the Interstate Horseracing Act and applicable California law, the Thoroughbred Owners of California (TOC) agrees to the use of Los Alamitos Race Course (LARC) race signals under the terms and conditions set forth below.

Pursuant to Section 30, Intrastate Advance Deposit Wagering ("ADW") of the Race Meet Agreement between TOC and LARC, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, LARC shall be permitted to transmit race signal to California-licensed ADW providers TVG, XpressBet, TwinSpires, NYRA, BetAmerica, Watch and Wager, and Game Play Network to accept wagers on LARC and other Thoroughbred races during the 2022 LA County Fair race meeting, June 22 through July 12, 2022, as follows:

1. **California wagering on LARC races:**
   a. TVG, XpressBet, TwinSpires, and NYRA may deduct a Hub Fee of 5.0% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
   b. BetAmerica may deduct a Hub Fee of 4.2% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
   c. Watch and Wager and Game Play Network may deduct a Hub Fee of 4.1% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
   d. TVG, XpressBet, TwinSpires, NYRA, BetAmerica, Watch and Wager, and Game Play Network may deduct a Hub Fee of 1.5% of gross handle for ADW wagers accepted by California residents located within the enclosure of a Thoroughbred racetrack or fair on days when they are running live race meets, as more fully set forth in Exhibit A.
   e. For all wagers identified in sections 1.a.-c. above, the remainder of the takeout shall be distributed in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

285 W. HUNTINGTON DR., ARCADIA, CA 91007 (626) 574-6620
CHAIRMAN: GARY FENTON
PRESIDENT & CEO: GREG AVIOLI
EXECUTIVE DIRECTOR: MARY FORNEY
DIRECTOR OF OPERATIONS & MEMBER SERVICES: ELSA PERON
NORTHERN CA DIRECTOR OF OPERATIONS: WAYNE ATWELL

2. **California wagering on out-of-state Thoroughbred races:**
   a. TVG, XpressBet, TwinSpires, and NYRA may deduct a Hub Fee of 5.0% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
   b. BetAmerica may deduct a Hub Fee of 4.2% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
   c. Watch and Wager and Game Play Network may deduct a Hub Fee of 4.1% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
   d. TVG, XpressBet, TwinSpires, NYRA, BetAmerica, Watch and Wager, and Game Play Network may deduct a Hub Fee of 1.5% of gross handle for ADW wagers accepted by California residents located within the enclosure of a Thoroughbred racetrack or fair on days when they are running live race meets, as more fully set forth in Exhibit A.
   e. For all wagers identified in sections 2.a.-c. above, the remainder of the takeout shall be distributed in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

3. **Out-of-state wagering on LARC races:**
   a. TVG, XpressBet, TwinSpires and NYRA shall pay a Host Fee of no less than 8.5% of gross out-of-state handle wagered by out-of-state account holders, plus a 1.25% California Purse Fee per SB 1072.
   b. BetAmerica, Watch and Wager, and Game Play Network shall pay a Host Fee of no less than 60% of takeout (which includes a 1.25% California purse fee per SB 1072) of gross out-of-state handle wagered by out-of-state account holders.

This agreement in no way binds TOC to the same terms and conditions with respect to future race meetings. TOC's authorization shall not serve, nor should it be construed as, a precedent to future requests for permission to transmit race signals, and facilitate wagering on those signals, to the ADW providers specified herein or to any other ADW provider. TOC reserves the right to cancel or withdraw its authorization for any ADW provider, at any time, upon 48 hours written notice. These terms and conditions are subject to receipt by TOC of written confirmation of these terms, signed by authorized representatives of TVG, Xpressbet, TwinSpires, NYRA, BetAmerica, Game Play Network, and Watch and Wager.

Very truly yours,

Mary W. Forney, Executive Director

cc: Cathy Monji

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TOC
Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

11C

March 26, 2022

Mr. Jack Liebau
Los Alamitos Racecourse
4961 Katella Avenue
Los Alamitos, CA 90720

Dear Jack,

Pursuant to California Code 19604(b)(2)(E), this letter is to provide you notice of the terms of an ADW hub agreement entered into between the Thoroughbred Owners of California, Inc. (TOC) and Game Play Network, Inc. (ADW Provider) for the period of January 1 through December 31, 2022.

ADW Provider will offer two distinct ADW products to California residents: (i) a game interface whereby the results of the customer's ADW wagers are revealed to the customer during an online or mobile gaming experience ("Game Interface"), and (ii) a traditional ADW comparable to existing products currently licensed in California (the "Traditional ADW").

For races conducted outside of California, ADW Provider shall receive the following Hub Fees:

a. For wagers placed using the Traditional ADW, the Hub Fee shall be four and one-tenth percent (4.1%) of Gross Handle from Account Wagers placed by residents of California per annum.
b. For wagers placed using the Game Interface, the Hub Fee shall be four and one-tenth percent (4.1%) of Gross Handle from Account Wagers placed by residents of California per annum.

For races conducted outside of California which ADW Provider will offer to its customers residing in California for both the Traditional ADW and Game Interface, the Host Fee payments included within contractual compensation shall not exceed 3.5 percent of the amount wagered as mandated by Cal. Bus. & Prof. Code §19604(a)(5)(B).

Sincerely,

Mary W. Forney
Executive Director

cc: Joe Hasson

285 W. HUNTINGTON DR., ARCADIA, CA 91007 (626) 574-6620
CHAIRMAN: GARY FENTON
PRESIDENT & CEO: GREG AVIOLI
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DIRECTOR OF OPERATIONS & MEMBER SERVICES: ELSA PERON
NORTHERN CA DIRECTOR OF OPERATIONS: WAYNE ATWELL

B. Attach the agreement between the fair and simulcast organization permitting the organization to use the fair's live audiovisual signal for wagering purposes and providing access to its totalizator for the purpose of combining on-track and off-track pari-mutuel pools.

C. California simulcast facilities the fair proposes to offer its live audiovisual signal: Attached

D. Out-of-state wagering systems the fair proposes to offer its live audiovisual signal: Attached

E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the fair: Attached

F. California minisatellite wagering facilities the fair proposes to offer its live audiovisual signal: Attached

G. List the host tracks from which the fair proposes to import out-of-state and/or out-of-country Thoroughbred races. Include the dates imported races will be held and whether a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races". Attached

NOTICE TO APPLICANT: Business and Professions Code section 19596.2(a) stipulates that on days when live Thoroughbred or fair racing is being conducted in the state, the number of Thoroughbred races that may be imported by an association or fair during the calendar period the association or fair is conducting its racing meeting cannot exceed a combined daily total of fifty (50) imported Thoroughbred races statewide. The limitation of fifty imported Thoroughbred races per day statewide does not apply to those races specified in Business and Professions Code section 19596.2(a)(1), (2), (3) and (4).

THOROUGHBRED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races

H. List imported simulcast races the fair plans to receive during the racing meeting that use breeds other than the breed of the majority of horses racing at its live horse racing meeting. Include the name of the host track, the dates imported races will be held, and how many races will be imported.

OTHER BREED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Breed of Horse	Race Dates	Number of Races to be Imported

I. If any out-of-state or out-of-country races will commence outside of the time constraints set forth in Business and Professions Code sections 19596.2 and 19596.3, attach a copy showing agreement by the appropriate racing association(s).

NOTICE TO APPLICANT: All interstate wagering to be conducted by a fair is subject to the provisions of Title 15, United States Codes, which require specific **written** approval of the CHRB and of the racing commission having jurisdiction in the out-of-state venue. All international wagering to be conducted by a fair is subject to the provisions of Business and Professions Code sections 19596, 19596.1, 19596.2, 19596.3, 19601, 19602, and 19616.1 and will require specific written approval of the CHRB.

Every fair shall pay to the simulcast organization within three (3) calendar days following the closing of wagering for each racing program, or upon receipt of the proceeds, such amounts that are retained from off-track simulcast wagering, interstate wagering, and

Attachment 12.C.

Satellites

Alameda County Fair, Pleasanton
Antelope Valley Fair, Lancaster
Big Fresno Fair, Fresno
Cabazon Fantasy Springs Casino, Indio
California State Fair & Expo, Sacramento
Fairplex Park @ Barretts, Pomona
~~Fresno Club One, Fresno~~
Golden Gate Fields, Albany
Hollywood Park Casino, Inglewood
Humboldt County Fair, Ferndale
Los Alamitos Racecourse, Los Alamitos
Monterey County Fair, Monterey
National Orange Show, San Bernardino
~~Pechanga Resort Casino, Temecula~~
San Bernardino County Fair, Victorville
San Joaquin County Fair, Stockton
San Mateo Event Center, San Mateo
Santa Anita Park, Arcadia
Santa Clara County Fair, San Jose
Solano County Fair, Vallejo
Sonoma County Fair, Santa Rosa
Sports Pavilion, the Farmers Fair, Lake Perris
Ventura County Fair, Ventura
Viejas Casino & Turf Club, Alpine

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Attachment 12.D.

AmWest Entertainment, KY
Arapahoe Park, Colorado
Arima Race Course, Trinidad
Arizona Downs, Arizona
Arlington International Race Course, Illinois
Assiniboia Downs, Canada
Atlantis Resort and Casino, Bahamas
Bangor Raceway, Maine
Barrie Raceway, Ontario
Batavia Downs, New York
Belterra Race Course, OH
Bet America, LLC, North Dakota
Bet Fair Games Limited, UK
Bettor Racing OTB, South Dakota
Birmingham Race Course, Alabama
Bordertown OTB, Oklahoma
Borgata Casino, New Jersey
Buffalo Trotting Association, New York
Bwin International, Ltd.
Caliente (MIR), Mexico
Camarero, Puerto Rico
Canterbury Park, Minnesota
Capital District OTB, New York
Catskill Regional OTB, New York
Caymanas Race Track, Jamaica
Century Downs, Alberta, Canada
Century Miles, Alberta, Canada
Charles Town Races, West Virginia
Chester Downs - Pennsylvania
Churchill Downs, Kentucky
Clinton Teletheatre, Canada
Codere, Mexico
Codere, Spain
Columbus Raceway, Nebraska
Connecticut OTB, Connecticut
Corpus Christi Greyhound, Texas
Coushatta Casino Resort, Louisiana
Dayton Raceway, OH
Divi Carina Bay Casino, Louisiana
Delaware Park, Delaware
Delta Downs, Louisiana
Dover Downs, Delaware
Downs at Albuquerque, New Mexico
Ebet Online, Oregon
Egg Harbor Turf Club, New Jersey
Elite Turf Club, Curacao
Ellis Park, Kentucky
Elmira Raceway, Ontario
Equilottery, Kentucky
Equus St. Thomas, St. Thomas
Emerald Downs, Washington
Euro Offtrack, Isle of Man
Evangeline Downs, Louisiana
Evansville/Clarksville OTB, Indiana
Fairgrounds ADW, Louisiana
Fairgrounds Racecourse, Louisiana
Fair Meadows, Texas
Favorites at Gloucester, New Jersey
Favorites at Vineland, New Jersey
Finger Lakes Bets, NY
Finger Lakes Race Track, New York
Flamboro Downs, Ontario
Fonner Park, Nebraska
Fort Erie Racetrack, Canada
Foxwoods Casino, Connecticut
Fraser Downs, British Columbia
Freehold Raceway, New Jersey
Gillespie County Downs, Texas
Global Wagering Group, Germany
Global Wagering Solutions, Germany
Grand River, Canada
Grants Pass Downs, Oregon
Greentrack, Alabama
Greyhounds at Post Falls, Idaho
Gulf Greyhound, Texas
Gulfstream Park, Florida
Harrington Bets, Delaware
Harrington Raceway, Delaware
Hastings Park, Canada
Hawthorne ADW, Illinois
Hawthorne Race Course, Illinois
Hiawatha Downs, Ontario
Hipica de Panama, Panama
Hipodromo Camarero, Puerto Rico
Hipodromo Montericco, Peru
Ho-Chuck Casino, Connecticut
Hodge OTB, Connecticut
Hoosier Park, Indiana
Horsemen's Park, Nebraska
Horseshoe Council Bluffs, Iowa
Idaho Fall OTB, Idaho
Idabet, Iowa

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Attachment 12.D.

Indiana Downs, Indiana
Inverness Raceway, Canada
Iowa Greyhounds, Iowa
Intermountain Racing, Idaho
John Martins Manor, Maine
Kawartha Downs, Ontario
Keeneland, Kentucky
Keeneland Select ADW. Kentucky
Kentucky Downs, Kentucky
Kentucky OTB, Kentucky
Las Vegas Dissemination Company, Nevada
Lewiston OTB, Maine
Lien Games, North Dakota
Lincoln Greyhound Park, Rhode Island
Lone Star Race Park, Texas
Louisiana Downs, Louisiana
Magna Bet, Austria
Mahoning Valley Race Course, OH
Maronas Race Track, Uruguay
Marquis Downs, Saskatchewan
Maryland Jockey Club, Maryland
Maywood Park, Illinois
Meadowlands, New Jersey
Meskwaki Casino, Oklahoma
Miami Valley Gaming, Ohio
Millennium Racing, Trinidad
Mobile Greyhound Park, Alabama
Mohegan Sun, Pennsylvania
Mohawk Harness, Ontario
Monmouth Park, New Jersey
Montana OTB, Montana
Montericco Simulcasting, Peru
Monticello Raceway, NY
Mountaineer Park, West Virginia
Nassau Regional OTB, New York
Nebraska State Fair Park, Nebraska
Nevada Dissemination Services, Nevada
Nevada Pari-Mutuel Association, Nevada
New Jersey Mobile, New Jersey
New Palace Casino, Mississippi
New Zealand Racing Board, NZ
NYRA, New York
NYRA Bets, New York
Newport Jai-Alai, Rhode Island
Northfield Park, Ohio
Northlands Park, Canada
Northville Downs, Michigan
Nugget Casino, Mississippi
Oaklawn Park, Arkansas
Oaklawn Park ADW, Arkansas
Ocean Downs, Maryland
Offtrackbetting.com, Oregon
Oneida Bingo and Casino, Oklahoma
Ontario Teletheatre, Ontario
Panama OTB Network, Panama
PariBet ADW, North Dakota
PariBet OTB, North Dakota
Paragon Casino, Louisiana
Penn National, Pennsylvania
Penn National ADW, Pennsylvania
PARX, Pennsylvania
Peru OTB Network, Peru
Phumelela, South Africa
PARX ADW, Pennsylvania
Picov Downs, Canada
Pimlico Race Course, Maryland
Plainridge Race Course, Massachusetts
Plainridge ADW, Massachusetts
Player Management Group, CA
PMU Brazil, Brazil
Pocono Downs, Pennsylvania
Pocono Downs ADW, Pennsylvania
Pojoaque Casino, Oklahoma
Portland Meadows, Oregon
Potawatomi Casino, Wisconsin
Prairie Meadows, Iowa
Premier Gateway International, S.A.
Premier Turf Club, North Dakota
Presque Isle Downs, Pennsylvania
Racing and Gaming Services, St Kitts
Remington Park, Oklahoma
Retama Park, Texas
Rideau Carleton Raceway, Canada
Riders Up OTB, Oklahoma
Rillito Park, Arizona
Rockingham Park, New Hampshire
Rocky Mountain Turf Club, Canada
Rosecroft Raceway, Maryland
Royal Beach Casino, St Kitts
Ruidoso Downs, New Mexico
Running Aces Harness Park, Minnesota
Sam Houston Park, Texas

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Attachment 12.D.

Saratoga Harness, New York
Scarborough Downs, Maine
Scarlet Pearl, Mississippi
Scioto Downs, Ohio
Seabrook Greyhound Park, NH
Seabrook Greyhound Park ADW, NH
Shoreline Star Greyhounds, Connecticut
Skydancer Casino, Oklahoma
Sol Mutuel, St Kitts
Sol Mutuel Otrobanda, St Kitts
Southland Greyhound Park, Arkansas
Sports Center, Kentucky
State Fair, Nebraska
Suaposta ADW, Brazil
Suffolk District OTB, New York
Suffolk Downs, Massachusetts
Sunland Park Racetrack, New Mexico
Sun Ray Park, New Mexico
TabCorp, Australia
Tampa Bay Downs, Florida
TattsBet, Australia
Taunton Dog Track, New Hampshire
Taunton Dog Track ADW, New Hampshire
TBC Teletheatre, British Columbia
The Greenbrier Resort, West Virginia
The Meadows, Pennsylvania
The Meadows ADW, Pennsylvania
Thistledown, Ohio
Tioga Downs, New York
Tote Investment Services, Trinidad
Tri-State Greyhound, West Virginia
Truro Raceway, Canada
TVG, Arizona
TVG Chester, Pennsylvania
TVG High Volume, Los Angeles
TVG, Los Angeles
TVG, Massachusetts
TVG Prairie Meadows, Iowa
Turf del Norte, Mexico
Turf del Norte, Tribecta D.R.
Turf Paradise, Arizona
Turfway Park, Kentucky
Twin River Greyhounds, RI
TwinSpires, Kentucky
TwinSpires High Volume, Kentucky
US Offtrack, Florida
Valley Greyhound Park, Texas
Velocity Wagering Ltd., KY
Venezuela OTB, Venezuela
Vernon Downs, New York
Victoryland Greyhounds, Alabama
Virginia Equine Alliance, Virginia
Watch and Wager, LLC, San Francisco
Western Fair, Ontario
Western Regional OTB, New York
Wheeling Downs, Canada
Will Rogers Downs, Oklahoma
Woodbine Entertainment Corp, Ontario
Wyoming Downs, Wyoming
Wyoming Horse Racing LLC, Wyoming
XpressBet, Arizona
XpressBet, Illinois
XpressBet, (GWS)
XpressBet, Pennsylvania
Xpressbet, Southern Alberta
Yonkers Raceway, New York
Yonkers Empire City Bets, New York
Zia Park, New Mexico
123Gaming, Oregon

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Attachment 12.E.

AmWest Entertainment, KY
Arapahoe Park, Colorado
Arima Race Course, Trinidad
Arizona Downs, Arizona
Arlington International Race Course, Illinois
Assiniboia Downs, Canada
Atlantis Resort and Casino, Bahamas
Bangor Raceway, Maine
Barrie Raceway, Ontario
Batavia Downs, New York
Belterra Race Course, OH
Bet America, LLC, North Dakota
Bet Fair Games Limited, UK
Bettor Racing OTB, South Dakota
Birmingham Race Course, Alabama
Bordertown OTB, Oklahoma
Borgata Casino, New Jersey
Buffalo Trotting Association, New York
Bwin International, Ltd.
Canterbury Park, Minnesota
Capital District OTB, New York
Catskill Regional OTB, New York
Century Downs, Alberta, Canada
Century Miles, Alberta, Canada
Charles Town Races, West Virginia
Chester Downs - Pennsylvania
Churchill Downs, Kentucky
Clinton Teletheatre, Canada
Columbus Raceway, Nebraska
Connecticut OTB, Connecticut
Corpus Christi Greyhound, Texas
Coushatta Casino Resort, Louisiana
Dayton Raceway, OH
Divi Carina Bay Casino, Louisiana
Delaware Park, Delaware
Delta Downs, Louisiana
Dover Downs, Delaware
Downs at Albuquerque, New Mexico
Ebet Online, Oregon
Egg Harbor Turf Club, New Jersey
Elite Turf Club, Curacao
Ellis Park, Kentucky
Elmira Raceway, Ontario
Equus St. Thomas, St. Thomas
Emerald Downs, Washington
Euro Offtrack, Isle of Man
Evangeline Downs, Louisiana
Evansville/Clarksville OTB, Indiana
Fairgrounds ADW, Louisiana
Fairgrounds Racecourse, Louisiana
Fair Meadows, Texas
Favorites at Gloucester, New Jersey
Favorites at Vineland, New Jersey
Finger Lakes Bets, NY
Finger Lakes Race Track, New York
Flamboro Downs, Ontario
Fonner Park, Nebraska
Fort Erie Racetrack, Canada
Foxwoods Casino, Connecticut
Fraser Downs, British Columbia
Freehold Raceway, New Jersey
Gillespie County Downs, Texas
Global Wagering Group, Germany
Global Wagering Solutions, Germany
Grand River, Canada
Grants Pass Downs, Oregon
Greentrack, Alabama
Greyhounds at Post Falls, Idaho
Gulf Greyhound, Texas
Gulfstream Park, Florida
Harrington Bets, Delaware
Harrington Raceway, Delaware
Hastings Park, Canada
Hawthorne ADW, Illinois
Hawthorne Race Course, Illinois
Hiawatha Downs, Ontario
Hipica de Panama, Panama
Hipodromo Camarero, Puerto Rico
Hipodromo Montericco, Peru
Ho-Chuck Casino, Connecticut
Hodge OTB, Connecticut
Hoosier Park, Indiana
Horsemen's Park, Nebraska
Horseshoe Council Bluffs, Iowa
Idaho Fall OTB, Idaho
Idabet, Iowa
Indiana Downs, Indiana
Inverness Raceway, Canada
Iowa Greyhounds, Iowa
Intermountain Racing, Idaho
John Martins Manor, Maine
Kawartha Downs, Ontario

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Attachment 12.E.

Keeneland, Kentucky
Keeneland Select ADW. Kentucky
Kentucky Downs, Kentucky
Kentucky OTB, Kentucky
Las Vegas Dissemination Company, Nevada
Lewiston OTB, Maine
Lien Games, North Dakota
Lincoln Greyhound Park, Rhode Island
Lone Star Race Park, Texas
Louisiana Downs, Louisiana
Magna Bet, Austria
Mahoning Valley Race Course, OH
Maronas Race Track, Uruguay
Marquis Downs, Saskatchewan
Maryland Jockey Club, Maryland
Maywood Park, Illinois
Meadowlands, New Jersey
Meskwaki Casino, Oklahoma
Miami Valley Gaming, Ohio
Millennium Racing, Trinidad
Mobile Greyhound Park, Alabama
Mohegan Sun, Pennsylvania
Mohawk Harness, Ontario
Monmouth Park, New Jersey
Montana OTB, Montana
Montericco Simulcasting, Peru
Monticello Raceway, NY
Mountaineer Park, West Virginia
Nassau Regional OTB, New York
Nebraska State Fair Park, Nebraska
Nevada Dissemination Services, Nevada
Nevada Pari-Mutuel Association, Nevada
New Jersey Mobile, New Jersey
New Palace Casino, Mississippi
NYRA, New York
NYRA Bets, New York
Newport Jai-Alai, Rhode Island
Northfield Park, Ohio
Northlands Park, Canada
Northville Downs, Michigan
Nugget Casino, Mississippi
Oaklawn Park, Arkansas
Oaklawn Park ADW, Arkansas
Ocean Downs, Maryland
Offtrackbetting.com, Oregon
Oneida Bingo and Casino, Oklahoma
Ontario Teletheatre, Ontario
Panama OTB Network, Panama
PariBet ADW, North Dakota
PariBet OTB, North Dakota
Paragon Casino, Louisiana
Penn National, Pennsylvania
Penn National ADW, Pennsylvania
PARX, Pennsylvania
Peru OTB Network, Peru
Phumelela, South Africa
PARX ADW, Pennsylvania
Picov Downs, Canada
Pimlico Race Course, Maryland
Plainridge Race Course, Massachusetts
Plainridge ADW, Massachusetts
Player Management Group, CA
PMU Brazil, Brazil
Pocono Downs, Pennsylvania
Pocono Downs ADW, Pennsylvania
Pojoaque Casino, Oklahoma
Portland Meadows, Oregon
Potawatomi Casino, Wisconsin
Prairie Meadows, Iowa
Premier Gateway International, S.A.
Premier Turf Club, North Dakota
Presque Isle Downs, Pennsylvania
Racing and Gaming Services, St Kitts
Remington Park, Oklahoma
Retama Park, Texas
Rideau Carleton Raceway, Canada
Riders Up OTB, Oklahoma
Rillito Park, Arizona
Rockingham Park, New Hampshire
Rocky Mountain Turf Club, Canada
Rosecroft Raceway, Maryland
Royal Beach Casino, St Kitts
Ruidoso Downs, New Mexico
Running Aces Harness Park, Minnesota
Sam Houston Park, Texas
Saratoga Harness, New York
Scarborough Downs, Maine
Scarlet Pearl, Mississippi
Scioto Downs, Ohio
Seabrook Greyhound Park, NH
Seabrook Greyhound Park ADW, NH
Shoreline Star Greyhounds, Connecticut

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Skydancer Casino, Oklahoma
Sol Mutuel, St Kitts
Sol Mutuel Otrobanda, St Kitts
Southland Greyhound Park, Arkansas
Sports Center, Kentucky
State Fair, Nebraska
Suaposta ADW, Brazil
Suffolk District OTB, New York
Suffolk Downs, Massachusetts
Sunland Park Racetrack, New Mexico
Sun Ray Park, New Mexico
Tampa Bay Downs, Florida
Taunton Dog Track, New Hampshire
Taunton Dog Track ADW, New Hampshire
TBC Teletheatre, British Columbia
The Greenbrier Resort, West Virginia
The Meadows, Pennsylvania
The Meadows ADW, Pennsylvania
Thistledown, Ohio
Tioga Downs, New York
Tote Investment Services, Trinidad
Tri-State Greyhound, West Virginia
Truro Raceway, Canada
TVG, Arizona
TVG Chester, Pennsylvania
TVG High Volume, Los Angeles
TVG, Los Angeles
TVG, Massachusetts
TVG Prairie Meadows, Iowa
Turf del Norte, Mexico
Turf del Norte, Tribecta D.R.
Turf Paradise, Arizona
Turfway Park, Kentucky
Twin River Greyhounds, RI
TwinSpires, Kentucky
TwinSpires High Volume, Kentucky
US Offtrack, Florida
Valley Greyhound Park, Texas
Velocity Wagering Ltd., KY
Venezuela OTB, Venezuela
Vernon Downs, New York
Victoryland Greyhounds, Alabama
Virginia Equine Alliance, Virginia
Watch and Wager, LLC, San Francisco
Western Fair, Ontario
Western Regional OTB, New York
Wheeling Downs, Canada
Will Rogers Downs, Oklahoma
Woodbine Entertainment Corp, Ontario
Wyoming Downs, Wyoming
Wyoming Horse Racing LLC, Wyoming
XpressBet, Arizona
XpressBet, Illinois
XpressBet, Pennsylvania
Xpressbet, Southern Alberta
Yonkers Raceway, New York
Yonkers Empire City Bets, New York
Zia Park, New Mexico
123Gaming, Oregon

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Exhibit 12F

Mini-Satellites

M1. Commerce Casino
6131 East Telegraph Road
Commerce, CA 90040
Phone: (323) 721-2100
Contact: Ralph Wong

M2. OC Tavern
2369 South El Camino Real
San Clemente, CA 92672
Phone: (949) 542-8877
Contact: Michael Merrigan

M3. Santa Clarita Lanes
21615 W. Soledad Canyon Rd.
Saugus, CA 93454
Phone: (661) 254-0540
Contact: Tom Cristi

M4. Sammy's of Lake Forest
23221 Lake Center Drive
Lake Forest, CA 92630
Phone: (949) 716-2367

M5. Tilted Kilt
1345 E. Thousand Oaks Blvd.
Thousand Oaks, CA 91362
Phone: (805) 777-7418
Contact: Robert Haupt

M6. Glen Arden Club
357 Arden Ave.
Glendale, CA 91203
Phone: (619) 241-3689
Contact: Kiko Zennedjian

~~**M7.** Strides SD Bar & Grill~~
~~100 Harbor Drive~~
~~San Diego, CA 921~~01
~~Phone: (619) 363-7166~~
~~Contact: Tony Martineau~~

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Exhibit 12F

M8. Firehouse Restaurant
7701 White Avenue
Bakersfield, CA 93313
Contact: Russ Johnson

M9. Lake Elsinore Casino
20930 Malaga Road
Lake Elsinore, CA 92530
Phone: (951) 674-5160
Contact: Pat Wilmes

~~**M10.** 58~~ Flat
~~4110 Bonita R~~oad
~~Bonita, CA 91902~~
~~Phone: (619) 884-1~~291
~~Contact: Denny Kanaka~~ris

M11. The Derby Room
3230 Hamner Avenue
Norco, CA 92860
Phone: (951) 692-3572
Contact: Jim Baerwald

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Thoroughbred tracks conducting racing during the LACF Meet at Los Alamitos Summer of 2022

(June 22 through July 12, 2022)

Please note track listings on this page reflect available information through March 20, 2022

Ajax Downs

Arapahoe

Assiniboia

Atokad on June 26 only

Belmont thru July 10

Belterra

Camarero

Canterbury

Century Mile

Chippewa Downs – Sat. & Sun thru July 3

Churchill Downs thru July 4

Colonial Downs opens on July 11

Delaware Park

Ellis Park opens on July 8

Emerald Downs

Energy Downs thru June 26

Evangeline

Fair Meadows

FanDuel Sportsbook & Horse Racing

Finger Lakes

Fort Erie

Gillespie (Mixed-Breeds begins on July 2)

Grants Pass (June 27, 28, July 3,4,5)

Gulfstream Park

Hastings (June 26,27, July 1,4)

Hawthorne thru June 25

Horseshoe Indianapolis

Hollywood Charles Town

Jerome Fair on June 26

Laurel Park

Lethridge thru June 26

Lone Star

Louisiana Downs

Mountaineer – 4 p.m. 1st Post

Monmouth Park

Penn National

Pleasanton thru July 10

Parx Racing

Pocatello on June 24 & July 8 only

Presque Isle

Prairie Meadows

Ruidoso Downs – (Mixed-Breeds)

Tampa Bay Downs thru June 30

Thistledowns

Woodbine

Wyoming (Mixed Breeds)

out-of-state wagering and that are obligated by statute for guest commissions, simulcast operator's expenses and promotions, equine research, local government in-lieu taxes, and stabling and vanning deductions. Every fair shall pay to its Paymaster of Purses' account within three calendar days following the closing of wagering for each racing program, or upon receipt of the proceeds, such amounts that are retained or obligated from off-track simulcast wagering, interstate wagering, and out-of-state wagering for purses, breeders' awards, or other benefits to horsemen. (See Notice to Applicant, Section 7.)

13. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

A. Racing officials nominated:

Association Veterinarian(s)	Dr. Dana Steed, DMV
Clerk of Scales	Charles McCaul
Clerk of the Course	Heather Correa
Film Specialist	Board of Stewards
Horse Identifier	Jennifer Paige
Horseshoe Inspector	Victor Tovar
Paddock Judge	Don August
Patrol Judges	Tony Rose, Don August
Placing Judges	Jesus Calvillo, Randy Valdez
Starter	Gary Brinson
Timer	Russell Hudak

B. Management officials in the racing department:

Director of Racing	Scott Craigmyle
Racing Secretary	Jordan Castaneda
Assistant Racing Secretary	Nate Estrada
Paymaster of Purses	Dawn Jackson
Others (identify by name and title)	

C. Name, address, email, and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: Weinstein Court Reporter, P.O. Box 26634, Santa Ana, CA 92799 Mderig@weinsteincourtreporters.com (949) 637-6071

D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract: Plusmic Corp USA, Bill O'Brien, contract expires 12/31/2022.

E. Indicate photo patrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks. Pegasus Communications, Jim Porep, contract expires 5/6/2023. 1 camera at the end of the homestretch, 1 camera at the end of the backstretch, 1 camera coming out of the final turn, 4 pan cameras covering the entire track. There is no turf course at Los Alamitos.

F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract: The electronic timing devices are owned and operated by Los Alamitos Race Course.

14. SECURITY CONTROLS

A. State the name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel

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Organizational Chart

LOS ALAMITOS RACE COURSE

SECURITY DEPARTMENT

DIRECTOR OF SECURITY	CATHY MONJI	OFFICE (714) 820-2810 CELL (949) 355-2203
LIEUTENANT	LUIS RIVAS	OFFICE (714) 820-2663 CELL (626) 675-3663
SERGEANT-DAY SHIFT	FRANK WOZNIAK	OFFICE (714) 820-2661 CELL (562) 275-5373
SERGEANT-DAY STABLE	FERNANDO GOMEZ	OFFICE (714) 820-2830 CELL (951) 768-7094
SERGEANT-NIGHT STABLE	JOSE ALVAREZ	OFFICE (714) 820-2830 CELL (714) 495-0954
DAY SHIFT SECURITY OFFICERS	LUIS RIVAS, JR.	DESK/DISPATCH
	GUILLERMO CHAVEZ	MAINLINE
	JOSE MURILLO	CLUBHOUSE
	BUNTHOEUN SOS	MEZZ
NIGHT SHIFT OFFICERS	JACKIE DIXON	MAINLINE
	HENRY CHAMBERS	PADDOCK
	GABRIEL CASTELLANOS	
STABLE AREA OFFICERS	JORGE AVINA	NIGHT STABLE
	CESAR FRANCO	GRAVEYARD
	JOSE ALVAREZ	SPLIT SHIFT
OFF HOUR OFFICERS	KENNETH GRANT	GRAVEYARD
STABLE GATE	APRIL DUDONE	SWING GATE
	RONNIE WHITE	DAY WEST GATE
	CHERI WILLETT	SPLIT SHIFT
	ARTURO SANDOVAL	NIGHT WEST GATE
	SHARRIL JANISKY	GRAVEYARD GATE
	MARCO AVINA	DAY GATE
	BENJAMIN GARCIA	MAIN GATE

and contact telephone numbers. Cathy Monji, Chief of Security. Organizational chart and list attached.

B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: 1 chief of security, 1 stable security manager, 5 gatemen, 3 investigators and 20 security guards.

1. Attach a written plan for enhanced security for graded stakes races and races of $100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls.

2. Detention Stalls:
   a. Attach a plan for use of graded stakes or overnight races.
   b. Number of security guards in the detention stall area during a 24-hour period. Los Alamitos does not use detention stalls
   c. Describe number and location of surveillance cameras in detention stall area. n/a

3. TCO2 Testing:
   a. Number of races to be tested and number of horses entered in each race to be tested. CHRB directives will be followed
   b. Plan for enhanced surveillance for trainers with high-test results: CHRB directives will be followed
   c. Plan for detention stalls for repeat offenders: CHRB directives will be followed.
   d. Number of security personnel assigned to the TCO2 program: CHRB directives will be followed.

C. Describe the electronic security system. Los Alamitos does not have an electronic security system

1. Location and number of video surveillance cameras for the detention stall and stable gate: Los Alamitos does not have video surveillance in those areas.

15. EMERGENCY SERVICES

A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: Huntington Ambulance Service, Box 145, Sunset Beach, CA 94742. (714) 820-2845

1. Attach a certification from the ambulance service(s) listed in 15.A. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

B. Name, address, and emergency telephone number of the ambulance service to be used during workouts at auxiliary sites: At San Luis Rey Downs: Mercy Medical Transportation Inc., 2538 Old San Pasqual Road, Escondido, CA 92027 (760) 525-2688. Santa Anita: Symons Ambulance, 18592 Cajon Blvd, San Bernardino, CA 92407 (626) 222-4236

1. Attach a certification from the ambulance service(s) listed in 15.B. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

C. Describe the on-track first aid facility, including equipment and medical staffing. Contracted track physician. Oxygen equipment, blood pressure monitoring, backboard, cervical spine

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Los Angeles County Fair

STAKES SECURITY PROGRAM

For stakes races with purses of $100,000 or more Los Angeles County Fair (the "Fair") will follow the guidelines set forth in our Race Meet Agreement with the Thoroughbred Owners of California.

For stakes race of more than $100,000 the Fair will provide security personnel equipped with video cameras to be stationed in the barn of each trainer with a horse in that stakes. The security personnel will be stationed in the designated barn no less than 6 hours prior to post time and will accompany the horse to the receiving barn.

These additional personnel will be under the direction and supervision of the Los Alamitos Chief of Security.

In addition, 24 hours prior to the running of any graded stakes race with a purse of $200,000 or more the Fair will assign two additional security guards to the barn area with the specific instructions to monitor the barns of the trainers with horses entered in that stakes.

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Huntington Ambulance,LLC

CHRB
1010 Hurley Way #300
Sacramento, CA 95825

April 8, 2022

Dear CHRB Board,

I, Stacey O'Bryan, President of Huntington Ambulance, LLC certify that all E.M.T's (Emergency Medical Technicians) and Paramedics working for Huntington Ambulance, LLC are licensed with the State of California Emergency Medical Services, Orange County Emergency Medical Services and the California Highway Patrol.

All of our E.M.T's and Paramedics are licensed with the CHRB.

Sincerely,

Stacey O'Bryan

Stacey O'Bryan - President
Huntington Ambulance, LLC

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MERCY

Medical
Transportation
Inc.

Valley Center Office
27350 Valley Center Road
Valley Center, CA 92082
(760) 751-9797 – Office
(760) 751-8880 – Fax

April 8, 2022

California Horse Racing Board
1010 Hurley Way
Sacramento, CA 95825

RE: Ambulance Certification Letter

Mercy Medical Transportation, Inc. only employs Paramedics and Emergency Medical Technicians (EMTs) that are licensed in the State of California and the County of San Diego. All our Paramedics and EMTs undergo a comprehensive interview and skills assessment, drug assessment, and all employees are run through a Department of Justice (DOJ) background investigation, along with OIG, System for Award Management (SAM) and Medi-Cal as required by San Diego County Emergency Medical Services.

Mercy Medical Transportation, Inc., also participates in the Department of Motor Vehicles (DMV) Employer Pull Notice program, which is required by the California Highway Patrol (CHP). Moreover, Mercy Medical Transportation, Inc., has created a thorough and dynamic Quality Assurance / Quality Improvement Program, which places high standards on emergency services best practices in the areas of personnel training, equipment familiarization, and quality patient care and customer service.

Should you require any additional information, please do not hesitate to contact me.

Respectfully,

Richard F Roesch
President
Mercy Medical Transportation, Inc.
Phone: 760-525-2688
Email: rick@mercymedtrans.com

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symbiosis
Care Reimagined.

March 28, 2022

To Whom It May Concern:

This letter shall serve as a statement of affirmation that all Emergency Medical Technicians and Paramedics employed by Symons Emergency Specialties, Inc. dba Symbiosis are trained, background checked and state certified in order to fulfill their job duties as authorized by the state of California Emergency Medical Services Authority.

Respectfully,

Dawn Downs
President
(951) 283-9861
ddowns@symbiosiscare.com

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Exhibit 16A

Saturday August 28, 2021

To: Paige Richard

This letter shall serve as a statement of affirmation that all Emergency Medical Technicians and Paramedics employed by Symons Ambulance are trained, background checked and state certified in order to fulfill their job duties as authorized by the state of California Emergency Medical Services Authority.

Respectfully,

Ryan Merchant
Director of Operations
(951) 880-6263
rmerchant@symonsambulance.com

collar, three patient beds.

D. Name and emergency telephone number of the licensed physician on duty during the race meeting: Dr. Michael Morris (714) 820-2710

E. Name, address, and emergency telephone number of the hospital to be used for admittance and treatment of emergency injuries in the event of an on-track injury to a jockey: Los Alamitos Medical Center, 3571 Katella Avenue, Los Alamitos, CA 90720 (562) 598-1311. Long Beach Memorial Hospital (certified trauma center) 2801 Atlanta Avenue, Long Beach, CA 90806 (562) 933-2000. UC Irvine Medical Center, 101 The City Drive, Orange, CA 92868 (714) 456-7890

F. Attach, in English and Spanish, the emergency medical plan procedures that will be posted in each jockey's room to be used in the event of an on-track injury to a jockey.

G. Names of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d): Frank Sherren, Safety Manager, Juan Ramos, Assistant Safety Manager

H. Attach a fire clearance from the fire authority having jurisdiction over the premises.

I. Name of the workers' compensation insurance carrier for the fair and the number of the insurance policy (if self-insured, provide details): Self Insured, Finish Line Self Insurance Group, Certificate #4524-001

J. Attach a Certificate of Insurance for workers' compensation coverage. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of insurance that secures the liability of the fair for payment of workers' compensation.

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall, pursuant to Business and Professions Code section 19481.3, maintain, staff, and supply an on-track first aid facility, which may be either permanent or mobile, that shall be staffed and equipped as directed by the Board. A qualified and licensed physician shall be on duty at all times during live racing, except that this provision shall not apply to any Quarter Horse racing at the racetrack if there is a hospital situated no more than 1.5 miles from the racetrack and the racetrack has an agreement with the hospital to provide emergency medical services to jockeys and riders. An ambulance licensed to operate on public highways provided by the track shall be available at all times during live racing and shall be staffed by two (2) emergency medical technicians licensed in accordance with Division 2.5 (commencing with Section 1797) of the Health and Safety Code, one of whom may be an Emergency Medical Technician Paramedic, as defined in Section 1797.84 of the Health and Safety Code. Each racing association and racing fair shall adopt and maintain an emergency medical plan detailing the procedures that shall be used in the event of an on-track injury. The plan shall be posted in each jockey room in English and Spanish. Prior to every race meeting, the racing association or racing fair shall contact area hospitals to coordinate procedures for the rapid admittance and treatment of emergency injuries. Each racing association or racing fair shall designate a health and safety manager and assistant manager, who shall be responsible for compliance with the provisions of this section, and one of whom shall be on duty at all times when live racing is conducted. The health and safety manager may, at the discretion of the racing association, be the person designated to perform risk management duties on behalf of the association.

16. CONCESSIONAIRES AND SERVICE CONTRACTORS

A. Names and addresses of all persons to whom a concession or service contract has been given, **other than those already identified,** and the goods and/or services to be provided by each: Handicappers: Bob's Card, Tiffany Bohland, 6288 Highland Meadows Drive, Medina, OH 44256; ; Today's Racing Digest, Jack Karches, 2080 Las Plamas, Carlsbad, CA 92009;

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Los Alamitos Race Course

Medical Emergency Procedures

Medical Support Information

Huntington Ambulance, LLC
Contact Information – Stacey O'Bryan 714-325-0363 or Todd Jones 714-325-0382

Healthpoint Industrial Clinic
7052 Orangewood Ave. #6
Garden Grove, CA 92841
714-903-1100

Finish Line Self Insurance Group (Employee Workers' Comp provider)
714-820-2743

Security Communications Desk
Ext. 2660

Los Alamitos Medical Center
3751 Katella Ave.
Los Alamitos, CA 90720
562-598-1311

University of California Irvine Medical Center
101 City Dr. south
Orange, CA 92868
714-456-7890

Long Beach Memorial Medical Center
2801 Atlantic Ave.
Long Beach, CA 90806
562-933-2000

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Los Alamitos Race Course

Horse/Rider Down On-Track Morning Workout

Emergency Response Protocol

Radio Communications

- Ambulance Crew / Outriders / Starting Gate / Clocker / Horse Ambulance – Channel 2
- Security for Paramedic response – Channel 1

Initial Procedures Taken for Horse/Rider Down

- Outrider notifies track personnel via radio – Channel 2
- Outrider and/or track adjacent security gate activate track warning lights. Both outriders and security gate have warning light switches
- Outriders respond to location of downed or loose horse to control accident scene
- Ambulance crew responds to accident scene after observing incident or being notified by outrider call
- Clocker makes announcements over track PA system warning of incident on track
- Assistant starters and outriders assist in deterring horse traffic away from incident scene
- Assistant starters stop loading horses into gate and stop horses from accessing track
- Security personnel at track adjacent gate halt access to track
- If necessary outrider notifies security to contact main stable to request veterinarian response to incident scene

EMT Procedures

- Respond to incident scene
- EMT's make initial assessment of rider injuries
- If transport is required EMT's notify outrider and security communications desk via radio
- If transfer to Paramedic unit is required EMT's notify security communications desk. Communications contacts Emergency Services Dispatch that ambulance is moving to pre-designated transfer location at the back racetrack gate located directly adjacent to City of Cypress Fire Station 17
- If ambulance crew makes direct transport to closest hospital, track is shut down until ambulance returns

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Los Alamitos Race Course

Race Night Accident Protocol

On Track Jockey Accident

Human Ambulance Crew

- If a jockey goes down during a race the ambulance Crew will immediately assess the situation with the first priority to keep the injured jockey down and still.
- Following EMT training procedure, the ambulance crew will make an initial assessment of the injured jockey's airway, breathing and circulation.
- If Paramedic assistance is not required, but transport to a hospital is required, EMT crew will stabilize any fractures, take a full set if vitals, notify security communications via radio that transport is required.
- Security communications desk will notify hospital of upcoming transport and report back to ambulance crew via radio.
- EMT crew will stabilize injured jockey on backboard and transport via the north gate onto Cerritos Avenue.
- Ambulance crew will have the ability to contact nearest hospital via cell phone.
- When first ambulance crew departs track, on site backup ambulance crew will assume priority duties until return of first ambulance crew.
- If after making initial evaluation of injured jockey it is determined by EMT crew that Paramedic assistance is required they will notify Security communications desk. Security communications desk will immediately notify dispatch that Paramedic assistance is needed.
- After notifying Security communications desk, EMT crew will complete evaluation of airway, breathing and circulation; stabilize any fractures; check all vital signs; stabilize injured jockey on backboard and transport to pre-designated transfer location at the north gate directly adjacent to Fire Station 17.
- The following criteria will be followed to request Paramedic assistance.
    - Respiration less that 12 or greater than 30
    - Pulse less than 50 or greater than 130
    - Systolic blood pressure less than 90
    - Any open injury to skull
    - Penetrating injury to the neck, chest, abdomen, back or groin
    - Closed head injury involving sustained GCS less than 12, unequal pupils, weakness in one or more extremities
    - Suspected spinal cord injury
    - Flail chest
    - Bilateral femur fractures
    - Unstable pelvic fractures
    - Unmanageable airway or full arrest

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Outriders / Assistant Starters

- Outrider will be notified of jockey related accident either by observing accident or being notified by Stewards of accident
- Outrider will respond to accident scene with first priority being to make sure the area is safe from any loose or injured horses
- If Horse Ambulance is required Outrider will notify Stewards. Stewards will call Horse Ambulance via radio or at ext. 2836
- Assistant starters will respond to accident scene to assist in securing the area from any loose or injured horses
- Assistant starters will assist track veterinarian in handling any injured horses
- Should the injury to the horse be severe, Assistant Starters will make their best effort to shield the view of the public by using the screen attached to the Horse Ambulance
- Assistant Starters will assist in loading any injured horse into the Horse Ambulance under the supervision of the track veterinarian

Horse Ambulance

- Horse Ambulance driver will be stationed on site during all racing hours and can be contacted via radio or at ext. 2828
- The Horse Ambulance is staged directly adjacent to main racetrack entry gate during all racing hours
- Ambulance driver is stationed at Horse Ambulance during each race.
- Once notified of an accident requiring Horse Ambulance, driver will immediately enter the track and proceed to accident scene staying as close to the outside rail as possible
- Once on the accident scene, Horse Ambulance driver will follow the instructions of the track veterinarian

Accidents Involving Multiple Jockeys / Horses

- As Los Alamitos always has two fully staffed BLS Ambulances on duty during all racing hours, should there be an incident involving two or more horses/jockeys the first ambulance crew which follows the races will assess the situation and call for the backup ambulance to respond to the accident scene if necessary.
- Both of the BLS Ambulance units can transport two patients, but if additional transport support is required the ambulance crew will notify the Security Communications desk and request the necessary Paramedic support.
- The injury protocol followed in single injury incidents will be followed in any multiple injury accident.
- The Horse Ambulance procedures will be followed as in a single horse injury incident. The Los Alamitos Horse Ambulance can transport two injured horses at a time. Should additional transportation be needed, a specially equipped backup Horse Ambulance is on site at all times and will be used at the direction of the track Veterinarian.

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Los Alamitos Race Courses
Procedimientos de Emergencia Médica
Información de Asistencia Médica

Huntington Ambulance, LLC
Información del contacto – Stacey O'Bryan (714) 325-0363 o Todd Jones (714) 325-0382

Healthpoint Industrial Clinic
7052 Orangewood Ave. #6
Garden Grove, CA 92841
(714) 903-1100

Finish Line Self Insurance Group (proveedor de compensación laboral para empleados)
(714) 820-2743

Escritorio de Comunicaciones de Seguridad
Ext: 2660

Los Alamitos Medical Center
3751 Katella Ave.
Los Alamitos, CA 90720
(562) 598-1311

University of California Irvine Medical Center
101 City Dr. South
Orange, CA 92868
(714) 456-7890

Long Beach Memorial Medical Center
2801 Atlantic Ave.
Long Beach, CA 90806
(562) 933-2000

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Los Alamitos Race Course
Entrenamiento Matutino a Caballo/Jinete en la Pista

Comunicaciones por Radio

- Equipo de Ambulancia / Outriders / Starting Gate/ Clocker / Ambulancia de Caballos– Channel 2
- Seguridad para la Respuesta de los Paramédicos – Channel 1

Procedimientos Iniciales Tomados para Caballos o Jinetes

- Outrider notifica al personal de la pista por radio – Channel 2
- Outrider / Puerta de Seguridad activar luces de advertencia de pista. Tanto los Outriders / Puerta de Seguridad tienen interruptores de luz de advertencia de riel
- Outriders responden a la ubicación del caballo caído o suelto para controlar la escena del accidente
- El personal de la ambulancia responde a la escena del accidente después de observar el incidente o de ser notificado por la llamada de un acompañante
- Clocker hace anuncios a través del sistema de megafonía de la pista advirtiendo de un incidente en la pista
- Los asistentes de arranque dejan de cargar caballos en la puerta y evitan que los caballos accedan a la pista
- El personal de seguridad en la vía adyacente a la puerta detenga el acceso a la vía.
- si es necesario, el outrider notifica al personal de seguridad para que se comunique con el establo principal para solicitar la respuesta del veterinario a la escena del incident

EMT Procedimientos

- Responder a la escena del incidente
- Hacer una evaluación inicial de las lesiones del ciclista
- si se requiere transporte, EMT's notifique al escolta y al mostrador de comunicaciones de seguridad por radio
- Si se requiere transferencia a la unidad de Paramédicos, EMTS notifique al mostrador de comunicaciones de seguridad.
- Contactos de comunicaciones servicios de emergencia dsipatch que una ambulancia se está moviendo a la ubicación de transferencia pre-designada en la puerta trasera del hipódromo, ubicada directamente junto a la Estación de Bomberos de la Ciudad de Cypress 17.
- Si el equipo de la ambulancia realiza transporte directo al hospital más cercano, la vía se cierra hasta que regrese la ambulancia

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Los Alamitos Race Course
Protocolo de Accidentes de la Noche de Carrera

Accidente de Jinete en Pista

Equipo de Ambulancia Humana

- Si un jinete cae durante una carrera, el equipo de ambulancia evaluará inmediatamente la situación con la primera prioridad para mantener al jinete lesionado abajo y quieto.
- Siguiendo el procedimiento de entrenamiento EMT, el equipo de ambulancia hará una evaluación inicial de las vías respiratorias, respiración y circulación de los jinetes lesionados
- Si no se requiere la asistencia de un paramédico, pero se requiere transporte a un hospital, el personal de EMT estabilizará cualquier fractura, tomará un conjunto completo de signos vitales, notificará a las comunicaciones de seguridad por radio que se requiere transporte
- El mostrador de comunicaciones de seguridad notificará al hospital sobre el próximo transporte e informará al personal de la ambulancia por radio
- El equipo de EMT estabilizará al jinete lesionado en el tablero y el transporte a través de la puerta norte hacia Cerritos Avenue
- El personal de la ambulancia podrá comunicarse con el hospital más cercano a través de un teléfono celular.
- Cuando el primer equipo de ambulancia sale de la pista, el equipo de ambulancia de respaldo en el sitio asumirá las tareas prioritarias hasta el regreso del primer equipo de ambulancia
- Si después de hacer la evaluación inicial del jinete lesionado, el equipo de EMT determina que se requiere la asistencia de un paramédico, lo notificarán al Mostrador de Comunicaciones de Seguridad.
- Después de notificar a la mesa de comunicaciones de seguridad, el personal de EMT completará la evaluación de la respiración y la circulación de las vías respiratorias; estabilizar cualquier fractura; comprobar todos los signos vitales; estabilizar al jinete lesionado en el tablero y transportarlo a la ubicación de transferencia previamente designada en la puerta norte directamente adyacente a la estación de bomberos 17
- Se seguirán los siguientes criterios para solicitar la asistencia de un paramédico:
    - Respiración menor de 12 o mayor de 30
    - Pulso menor de 50 o mayor de 130
    - Presión arterial sistólica inferior a 90
    - Cualquier herida abierta en el cráneo
    - Lesión penetrante en el cuello, el pecho, el abdomen, la espalda o la ingle
    - Traumatismo craneoencefálico cerrado que involucra GCS sostenido menor de 12, pupilas desiguales, debilidad en una o más extremidades
    - Sospecha de lesión de la médula espinal
    - Cofre inestable

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- Fracturas bilaterales de femur
- Fracturas pélvicas inestables
- Vía aérea inmanejable o paro total

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Outriders / Asistentes de Arranque

- El Outrider será notificado del accidente relacionado con el jinete, ya sea observando el accidente o siendo notificado por los Stewards del accidente.
- El Outrider responderá a la escena del accidente siendo la primera prioridad asegurarse de que el área esté a salvo de caballos sueltos o heridos.
- Si se requiere una ambulancia para caballos, Outrider notificará a los comisarios. Los comisarios llamarán a Horse Ambulance por radio o al ext. 2836
- Los asistentes de arranque responderán a la escena del accidente para ayudar a proteger el área de cualquier caballo suelto o herido
- Los asistentes de arranque ayudarán al veterinario de pista a manejar cualquier caballo lesionado
- En caso de que la lesión del caballo sea grave, los asistentes de arranque harán su mejor esfuerzo para proteger la vista del público mediante el uso de la pantalla adjunta a la ambulancia para caballos
- Los asistentes de arranque ayudarán a cargar cualquier caballo lesionado en la ambulancia para caballos bajo la supervisión del veterinario de la pista

Ambulancia para Caballos

- El conductor de la ambulancia para caballos estará estacionado en el lugar durante todas las horas de carrera y se puede contactar por radio o en la ext. 2828
- La ambulancia para caballos está ubicada directamente junto a la puerta de entrada del hipódromo principal durante todas las horas de Carrera
- El conductor de la Ambulancia está estacionado en la Ambulancia para Caballos durante cada Carrera
- Una vez notificado de un accidente que requiere Ambulancia a Caballo, el conductor ingresará inmediatamente a la vía y procederá al lugar del accidente permaneciendo lo más cerca posible del riel exterior
- Una vez en la escena del accidente, el conductor de la Ambulancia a Caballo seguirá las instrucciones del veterinario de la pista

Accidentes Que Involucran a Varios Jinetes / Caballos

- Como Los Alamitos siempre tiene dos Ambulancias BLS con personal completo en servicio durante todas las horas de carrera, en caso de que haya un incidente que involucre a dos o más caballos / jinetes, el primer equipo de ambulancia que sigue a las carreras evaluará la situación y llamará a la ambulancia de respaldo para que responda a la escena del accidente si es necesario
- Ambas unidades de ambulancia de BLS pueden transportar a dos pacientes, pero si se requiere apoyo de transporte adicional, el equipo de ambulancia notificará al mostrador de comunicaciones de seguridad y solicitará el apoyo paramédico necesario
- El protocolo de lesiones seguido en incidentes de lesiones individuales se seguirá en cualquier accidente de lesiones multiples

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- Los procedimientos de ambulancia para caballos se seguirán como en un incidente de lesión de un solo caballo. La ambulancia de caballos de Los Alamitos puede transportar dos caballos heridos a la vez. Si se necesita transporte adicional, una ambulancia de caballos de respaldo especialmente equipada está en el lugar en todo momento y se utilizará en la dirección de la pista Veterinario

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ORANGE COUNTY FIRE AUTHORITY

P.O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602

Lori Smith, Assistant Chief/Fire Marshal (714) 573-6000 **www.ocfa.org**

FIRE AND LIFE SAFETY INSPECTION CLEARANCE LETTER

March 8, 2022

Frank Sherren
Los Alamitos Race Course
4691 Katella Avenue
Cypress, CA 90630

Subject: Fire and Life Safety Inspection

An inspection was conducted by the Orange County Fire Authority (OCFA) for the Los Alamitos Race Course at 4691 Katella Avenue, Los Alamitos, CA 90630. This inspection was performed on October 5, 2021 by OCFA Fire Inspector, Kenneth Wiggins. The inspection report will be turned in for data entry to OCFA records. This letter will serve as your fire clearance from the OCFA.

Please contact me directly if you have any questions or concerns.

Respectfully,

Kenneth Wiggins
Fire Inspector
Prevention Field Services Section
(714) 229-8801
kennethwiggins@ocfa.org

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LOS ANGELES COUNTY FAIR

Los Alamitos Race Course

4961 Katella Avenue

Cypress, CA 90720

April 15, 2022

Mr. Scott Chaney
Executive Director
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, California 95825

Dear Mr. Chaney:

The Los Angeles County Fair hereby requests exemption from the 45-day provision of Board Rule 1927, Fire Prevention, for Los Alamitos Race Course.

Very truly yours,

Los Angeles County Fair
By Los Alamitos Racing Association

By _____
F. Jack Liebau, Vice President

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LOS ANGELES COUNTY FAIR
AT LOS ALAMITOS RACE COURSE
4961 Katella Avenue, Cypress, California 90720

May 3, 2022

Mr. Scott Chaney, Executive Director
CALIFORNIA HORSE RACING BOARD
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Re: Exemption from 45 Day Provision of Rule 1927-Los Alamitos

Commissioners:

During its Race Meet from June 24, 2022 through July 12, 2022, the Los Angeles County Fair with respect to Los Alamitos Race Course, hereby requests exemption from the 45 day provision of Board Rule 1927 and the precise language of the Rule requiring the applicable Fire Authority to state that the facilities "conform with a reasonable standard of fire safety." A Fire Clearance for the Los Alamitos Facility was filed with the CHRB during the current calendar year and it is the policy of the Fire Department to issue single clearance on a yearly basis. The Letter from the Orange County Fire Authority is headed "Fire and Life Safety Inspection Clearance Letter" in substitution for the precise language of Rule 1927

Respectfully submitted,

Los Angeles County Fair
By Los Alamitos Racing Association, Manager

By: Jack Liebau
Jack Liebau, Vice President

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City of Arcadia

Fire Department

Michael Lang
Fire Chief

August 31, 2021

California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

RE: Los Angeles Turf Club Fire Clearance

To Whom It May Concern:

The Arcadia Fire Department, Fire Prevention Bureau, conducted a Fire and Life Safety Inspection of the facilities at Los Angeles Turf Club to be used for the dates of September 5, 2021 through July 1, 2022, the Winter/Spring meets including Simulcast.

It is requested that this letter be accepted as the report of that inspection. During the inspection no serious fire or life safety code violations were noted, and all permitted uses may continue.

In accordance with regulations as adopted by the California Horse Racing Board, this letter may be accepted as a fire clearance from this office for the aforementioned racing dates at Los Angeles Turf Club, Arcadia, California.

Sincerely,

Mark Krikorian
Fire Marshal

cc: Nate Newby, Senior Vice President & General Manager, L.A.T.C
Jason Spetnagel, Vice President of Operations, L.A.T.C.
Ed Martinez, Director of Facilities & Grounds, L.A.T.C.
Joshua Funk, Fire Marshal, L.A.T.C.

710 S. Santa Anita Avenue
Arcadia, CA 91006
(626) 574-5100
(626) 446-7410

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SANTA ANITA PARK

April 7, 2022

Mr. Scott Chaney
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Re: CHRB Rule 1927 Fire Prevention and Auxiliary Stabling
Letter of Request for Exemption or Extension

Dear Mr. Chaney,

In accordance with Section 16H of the Application for License to Conduct a Horse Racing Meeting, Del Mar Thoroughbred Club is required to submit a letter of inspection by the fire authority having jurisdiction over auxiliary stabling sites listed in their application to race a summer meet at Del Mar (racing dates July 22nd – September 11th, 2022.) Santa Anita's current fire clearance runs through July 1, 2022. The Fire Marshal has advised the LATC that because our current fire clearance runs through July 1st, an additional inspection cannot take place at this time. We have requested a re-inspection as soon as possible and will notify the CHRB and the Del Mar Thoroughbred Club as soon as the date has been set by the Arcadia Fire Department, Fire Prevention Bureau.

Thank you for your consideration and assistance in this matter. Please let me know if you have any questions or concerns.

Sincerely,

Nate Newby

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North County Fire Protection District
330 S. Main Ave.
Fallbrook, CA 92028
(760) 723-2010

Tuesday, 23 November, 2021

Attn: Teresa Jennings
,

Property Address:
San Luis Rey Training Center
5772 CAMINO DEL REY
BONSALL, CA 92003

Re: Initial - Fire & Life Safety on November 23 2021

NOTICE OF INSPECTION - COMPLETED

CONGRATULATIONS, your Fire and Life Safety Inspection has satisfactorily been completed and no violations were noted at this time. The North County Fire Protection District would like to thank you for making fire and life safety a priority.

If you have any questions regarding our Fire and Life Safety Inspection program, please contact the Fire Prevention Bureau at: (760) 723-2010.

Inspection Notes:
This facility was deferred to NCFPD Fire Prevention Bureau personnel who is handling the inspection.

Inspector:

Fire Protection Spec. Aaron Murg
amurg@ncfire.org
760-723-2042

Property Representative:

CA-37075 / 1369262 / 380140

Number: 4524-001

STATE OF CALIFORNIA

DEPARTMENT OF INDUSTRIAL RELATIONS

OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

LOS ALAMITOS RACING ASSOCIATION AND QUARTER HORSE RACING, INC, A GENERAL PARTNERSHIP, DBA LOS ALAMITOS RACE COURSE

(Name of Affiliate)

FINISH LINE SELF INSURANCE GROUP, INC.

(Master Certificateholder)

has complied with the requirements of the Director of Industrial Relations under the provision of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.*

EFFECTIVE:

THE 1st DAY OF JULY 2005

DEPARTMENT OF INDUSTRIAL RELATIONS OF THE STATE OF CALIFORNIA

MARK T. JOHNSON, MANAGER

JOHN M. REA, DIRECTOR

*Revocation of Certificate.-- "A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Aministrative Code, Group 2 --Administration of Self-Insurance.

Form A-4 -10 A

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POST TIME
SELF INSURANCE GROUP

Steps Required in Reporting a Workers Compensation Accident

1. **Immediately Report an accident** to Post Time Self Insurance Group (714) 820-2743. **You must report the incident within 24 hours.**

2. **Obtain a treatment authorization form** from the Post Time Self Insurance Group Office or, **if on a weekend, from the Security office.**

3. Go to the **designated clinic** for treatment.
   Healthpointe Medical Center
   7052 Orangewood Ave, Suite 6
   Garden Grove (714) 903-1100

P.O. Box 5876, Garden Grove, CA 92846 • Phone (714) 820-2743 • Fax (714) 820-2812
Post Time Self Insurance Group Administered by SIG Solutions, Inc.

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POST TIME
SELF INSURANCE GROUP

Pasos Requeridos en Caso de un Accidente

1. **Inmediatamente reporten** el accidente a la oficina de Post Time Self Insurance Group (714) 820-2743. **Tiene que ser reportado dentro de las primeras 24 horas del incidente.**

2. **Obtengan la forma de autorización** para tratamiento de la oficina de Post Time Self Insurance Group o, **en los fines de semana, de la oficina de seguridad**

3. Vayan a la **clínica designada**
   Healthpointe Medical Center
   7052 Orangewood Ave, Suite 6
   Garden Grove (714) 903-1100

P.O. Box 5876, Garden Grove, CA 92846 • Phone (714) 820-2743 • Fax (714) 820-2812
Post Time Self Insurance Group Administered by SIG Solutions, Inc.

B. Does the fair plan to provide its own concessions? ☒ Yes ☐ No

17. ON- TRACK ATTENDANCE/FAN DEVELOPMENT

A. Attach a copy of the promotional and marketing plans for the race meeting.

B. Promotional/Marketing budget for this race meeting: $145,500
Promotional/Marketing budget for prior race meeting: $103,000

C. Number of hosts and hostesses employed for meeting: Eight

D. Describe facilities set aside for new fans. Special mutuel windows designated for newcovers

E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:
1. Horsemen
2. Fans Updated the Ed Burgart Room entrance area
3. Facilities in the restricted areas

18. SCHEDULE OF CHARGES

A. List proposed charges. Note any changes from previous year.

Admission (general)	$3.00
Admission (clubhouse)	$5.00
Reserved seating (general)	Free
Reserved seating (clubhouse)	Free
Parking (general)	Free
Parking (preferred)	$6.00 / $10.00 premium
Parking (valet)	n/a
Programs (on-track)	$3.00
(off-track)	$3.00

B. Describe any "Season Boxes" or other special accommodation fees. n/a

C. Describe any "package" plans such as combined parking, admission, and program. n/a

19. JOCKEYS' QUARTERS

A. Check the applicable amenities available in the jockeys' quarters.
☒ Corners (lockers and cubicles) How many 60

☒ Showers ☒ Steam room, sauna, or steam cabinets ☒ Lounge area

☒ Masseur ☒ Food/beverage service ☒ Certified platform scale

B. Describe the quarters to be used for female jockeys. Separate quarters with separate showers, sauna, and lockers. Shared common area.

20. BACKSTRETCH EMPLOYEE HOUSING

A. Inspection of backstretch housing was completed by (name) on (date) .

B. Number of rooms used for housing on the backstretch of the racetrack: 195

C. Number of restrooms available on the backstretch of the racetrack: 11 men, 8 women

D. Estimated ratio of restrooms to the number of backstretch personnel: 1 to 20

21. TRACK SAFETY

A. Total distance of the racecourse, measured from the finish line counterclockwise (3' from the inner railing) back to the finish line: 5,100 feet.

B. Describe the type of track surface at the facility, including the specific track surface composition. 81% sand, 16% silt and clay, 3% organic

C. The percent of cross slope in the straightaways is: 3%
The percent of cross slope in the center of the turns is: 6%

D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (e.g., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course. Inner rail is a slant rail with an aluminum face and a three foot glavanized safety panel. The Outside rail is a gooseneck design with a four by six tubing as the rail. A height of forty inches is maintained on both rails.

E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: Rick Hughes, Track Superintendent and Dennis Moore, Track Consultant. The Track Safety Maintenance Program on file is still valid.

F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.

G. If the fair is requesting approval to implement alternate methodologies to the provisions of Article 3.5, Track Safety Standards, pursuant to CHRB Rule 1471, attach a Certificate of Insurance for liability insurance that will be in force for the duration of the meeting specified in Section 2. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of liability insurance. Additionally, the CHRB must be listed as additionally insured on the liability policy at a minimum amount of $3 million per incident. The liability insurance certificate must be on file in the CHRB headquarters office prior to the conduct of any racing.

22. DECLARATIONS

A. All labor agreements, concession and service contracts, and other agreements necessary to conduct the entire meeting have been finalized, except as follows (if no exceptions, so state):

B. Attach each horsemen's agreement pursuant to CHRB Rule 2044.

C. Attach an agreement to provide for race-day furosemide administration pursuant to CHRB Rule 1845.

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RACE MEET AGREEMENT

Summer 2022

BETWEEN

LOS ANGELES COUNTY FAIR ASSOCIATION
(at Los Alamitos)

AND

CALIFORNIA THOROUGHBRED TRAINERS

June 22, 2022 – July 12, 2022

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RACE MEET AGREEMENT

LOS ANGELES COUNTY FAIR ASSOCIATION AT LOS ALAMITOS

June 22, 2022 – July 12, 2022

THIS AGREEMENT is entered into by and between Los Angeles County Fair Association (hereinafter referred to as "TRACK") and the California Thoroughbred Trainers, Inc., a California Corporation, (hereinafter referred to as "CTT") and becomes effective on June 22, 2022, the first day of TRACK's 2022 Summer Meet, except as otherwise provided herein, (hereinafter referred to as "2022 Summer Meet"). The 2022 Summer Meet will be conducted by TRACK at Los Alamitos Racetrack in Los Alamitos, CA.

RECITALS

WHEREAS, TRACK is a duly licensed Racing Association, licensed under and pursuant to the Horse Racing Law, Article 4, Chapter 4, Division 8 of the *Business and Professions Code* of the State of California; and

WHEREAS, CTT is the duly organized trainers' association recognized by TRACK and the California Horse Racing Board as having authority to negotiate and covenant with TRACK pursuant to California Business and Professions Code Section 19613.1 (a) and (b) and Article 22, Chapter 4, Title 4, of the *Administrative Code* of the State of California, Rules 2014, through 2043; and

WHEREAS, TRACK and CTT, in an effort to stabilize certain phases of the business of thoroughbred racing for the purpose of avoiding controversies between them which might interfere with the orderly commencement and conduct of race meetings to the detriment of TRACK, CTT, its members, and for the purpose of providing for an orderly and uniform method of dealing with issues involving the racetrack, track safety, the backstretch and the welfare of trainers and other backstretch personnel, have reached an understanding with reference to the foregoing and other matters and things hereafter specified, and desire to incorporate their understanding in writing.

AGREEMENT

NOW, THEREFORE, the parties hereto, by reason of the premises and in consideration of the mutual promises contained herein agree as follows:

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I.

RACE MEET

Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the thoroughbred race meeting conducted by TRACK under license from the California Horse Racing Board for the period commencing June 22, 2022, through July 12, 2022, which meet is hereinafter referred to as the "2022 Summer Meet."

II.

PURSE PROJECTIONS

TRACK shall provide to CTT prior to the 2022 Summer Meet and not less than a bi-weekly basis during the Meet, for CTT's information, TRACK's projections (and supporting documents) of estimated purses for the 2022 Summer Meet.

III.

CTT DISTRIBUTIONS

TRACK shall pay to CALIFORNIA THOROUGHBRED TRAINERS, INC. ("CTT") for the 2022 Summer Meet the portion deducted for all purses pursuant to Section 19613 of the California *Business & Professions Code.* Specifically, TRACK shall pay one percent (1%) to CTT Backstretch Employees' Retirement Savings Pension Plan/Trust and one-third of one percent (1/3 of 1%) to CTT as required by law. The amounts payable to CTT Backstretch Employees' Retirement Savings Pension Plan/Trust and CTT pursuant to this provision may be referred to sometimes collectively as "CTT Distribution." TRACK shall also pay to CTT, in a timely fashion as may be established by normal industry practice or by general agreement of the parties, all other statutory distributions due CTT including, without limitation, amounts payable pursuant to California *Business & Professions Code* section 19604. Purse money and commissions generated from any Simulcasting shall be divided in accordance with the applicable provisions of the California *Business and Professions Code.*

The sums payable under this paragraph shall be paid on by TRACK within sixty (60) days after the close of the race meet or as soon thereafter as feasible, along with a statement indicating the method of calculating such payments. All such payments shall be based upon actual receipts by TRACK of amounts payable as purses, regardless of its source or origination. In the event any payment is not made within 10 days from its due date, interest shall accrue from the initial due date at the rate of ten percent (10%) per annum until such payment is made.

TRACK shall at any time refrain from asserting, in any judicial or non-judicial proceeding at law or in equity or in a bankruptcy petition, any ownership interest in the disbursements set forth in this section. TRACK acknowledges it acts as merely a conduit for the transfer of the monies and disbursements herein described for the benefit of CTT Distribution, and, as such, can claim no ownership interest of any sort in these monies.

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IV.

CONDITION BOOK

TRACK agrees to use its best efforts to make its Condition Book for the 2022 Summer Meet available to horsemen at least 10 days prior to opening day and agrees that said book will include an index of races.

V.

STALL APPLICATIONS

It is hereby agreed that the following language is incorporated into "Stall Application," as that term is commonly used in the horse racing industry:

"In order to assure the protection of the public, to maintain and encourage confidence in the integrity of horse racing, and to safeguard the health and safety of human and equine participants, Applicant acknowledges that Applicant and Applicant's agents, employees, and affiliates have no expectation of privacy (which includes but is not limited to video surveillance) with respect to stalls and appurtenant facilities provided by TRACK other than living quarters.

"TRACK specially reserves the right to conduct searches of stall areas, offices, and tack rooms except for living quarters assigned to Applicant at any time.

"TRACK may, in its discretion, establish rules, regulations, and security procedures that may limit or eliminate Applicant's ability to participate in racing or training activities at TRACK or any auxiliary training facility, subject to the agreement of the CTT, which agreement shall not unreasonably be withheld.

"The agreement of CTT, which shall not unreasonably be withheld, shall be a condition precedent to any execution of a decision by TRACK to limit or eliminate Applicant's ability to participate in racing or training activities at TRACK or any auxiliary training facility.

"TRACK will not conduct any independent or supplemental testing of horses at any time. All testing is under the sole authority of the CHRB. Any rules, regulations, or procedures enacted pursuant hereto shall be in addition to and shall not supplant the rules and regulations of the California Horse Racing Board.

"Notwithstanding anything to the contrary herein, TRACK may enter and search living quarters so long as it has reasonable cause to believe that there is an activity taking place that is criminal, or a threat to the health or safety of other occupants of living quarters or a threat to the health or safety of the horses. TRACK agrees to notify CTT within 24 hours of any such entries."

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VI.

STALL ASSIGNMENTS

(a) In the allocation and assignment of stall space for thoroughbreds, so long as the trainer is duly licensed, TRACK will not discriminate in any way against any trainer by reason of membership of any trainer in the CTT, or by way of any arbitrary or capricious conduct by TRACK. If any trainer asserts that TRACK shall have so discriminated on such ground or grounds, then the trainer claiming to be so aggrieved may submit his claim to TRACK or to CTT for examination, and if CTT shall then believe the claim to have merit, CTT shall be entitled to present the merits of the grievance on behalf of such trainer to TRACK. If the dispute is not settled, TRACK and CTT agree that the matter is to proceed immediately to arbitration before a hearing officer chosen by mutual consent by TRACK and CTT. If TRACK and CTT cannot agree on a hearing officer chosen by mutual consent, a hearing officer shall be appointed immediately by the CHRB.

(b) Each stall application shall refer to the particular horses for which stalls are requested and no substitution of horses shall be permitted without TRACK's prior consent.

(c) TRACK agrees to use its best efforts to provide stalls to horses that are in a condition to train and run. Stalls will be allocated and made available, without charge, to those thoroughbred horses for which TRACK's Racing Secretary has approved stalls. Stalls shall be assigned only to trainers engaged in the care and training of thoroughbreds, which TRACK has approved and to which TRACK has allocated stalls to prepare for racing. TRACK's obligations to furnish and allocate stalls shall be subject to TRACK's right to withdraw stalls allocated to horses not currently approved for racing or preparation for racing, or not actually training for racing, and to TRACK's needs for access to such stalls for repairs, maintenance, and construction. TRACK will assure that stalls being repaired will be substituted for by other stalls at TRACK's cost, if applicable.

(d) It is the intention of TRACK that stall allocations shall be made primarily on the basis of the quality and condition of the horses for which stall space is requested upon the availability of stall space and taking into consideration the character of the Meet contemplated to be held by TRACK and the horses suitable for the holding of such race meet.

(e) TRACK shall not allocate more than forty (40) stalls to any one trainer. Following allocation of stalls which shall not exceed forty (40) to any one trainer, should TRACK determine that the number of available stalls exceeds the number of qualified and eligible horses which have been allocated stalls, then and in that event, TRACK may allocate, on an equitable basis, up to fifty (50) stalls to any one trainer. The intent of this provision is to insure fair and reasonable consideration of all applications by TRACK, so that no one trainer may be awarded in excess of forty (40) stalls until such time as all applications for stalls for eligible and qualified horses have been reviewed, considered, and stalls have been reasonably provided to those horses which have been determined to meet TRACK's eligibility and qualification requirements.

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VII.

DISPUTE RESOLUTION

This section refers to disputes arising from Section V, Stall Applications, and Section VI, Stall Assignments.

Following the execution of this Agreement, TRACK and CTT shall meet to establish a list of three qualified neutrals who may be called upon to become involved in resolving disputes which may arise under Section VI and Section VI of the Agreement. The decision(s) of any neutral so chosen shall be binding during the pendency of this dispute resolution process and any arbitration procedures following. If TRACK and CTT cannot agree on a neutral to resolve the dispute, a neutral shall be appointed by the California Horse Racing Board.

Any decision by TRACK to deny stalls to or to exclude any licensed trainer, during or immediately following the Stall Application process (other than on grounds of the quality and condition of the horses for which stall space is requested, and taking into consideration the character of the Meet contemplated to be held by TRACK and the horses suitable for the holding of such Meet, and availability of stall space) may not be arbitrary and/or capricious, and shall be based upon one or more of the following:

(a) Violation of a California Horse Racing Board medication rule involving a Class 1 through 3 drug substance where the decision is not based solely on CHRB rule 1887.

(b) Violation of a California Horse Racing Board rule resulting in an actual served suspension of 60 days or more.

(c) Repeated or egregious violations of Association rules where such rules have been agreed to by CTT.

(d) Criminal complaints alleging violations involving animal health and safety.

(e) Conduct which falls far below the prevailing standard of custom and care of thoroughbred race horse husbandry.

(f) Conduct which is detrimental to the integrity of horse racing or would interfere with the orderly conduct of horse racing.

(g) Conduct referenced in CHRB Rule 1980 and 1989 (a).

Prior to TRACK's enforcement of any decision to exclude any licensed trainer, or to withdraw or significantly modify stall allocations once made, TRACK shall inform the trainer and CTT of its decision and the basis for that decision. The agreement of CTT, which shall not unreasonably be withheld, shall be a condition precedent to any execution of a decision by TRACK to limit or eliminate Applicant's ability to participate in racing or training activities at TRACK or any auxiliary training facility.

If the subject trainer objects to an exclusion, withdrawal, or modification of stall assignments, that objection shall be lodged with both TRACK and CTT within 48 hours of TRACK's decision. TRACK, CTT, and the subject trainer shall then meet immediately, whether separately or together, to further evaluate the merit of TRACK's decision.

Should any dispute remain as to an exclusion, modification, or withdrawal of stall allocations once made, following the meeting(s) referenced above, a qualified neutral shall be drawn by lot of the list referenced above, to meet with the subject trainer, TRACK, and CTT, with all deliberate speed. At such pre-arbitration meeting, the neutral shall first attempt to facilitate a resolution of the dispute. If the dispute cannot be resolved, the neutral shall indicate at the conclusion of the meeting, based on the representations made, whether the TRACK or trainer is the prevailing party in the pre-arbitration proceeding.

Commencing with the date of TRACK's decision so to exclude any trainer, modify, or withdraw stall allocations once made, the affected trainer may continue to occupy allocated stalls and appurtenant facilities in accordance with applicable rules and procedures, until such time as the dispute has been resolved or the pre-arbitration meeting has determined TRACK to be the prevailing party. During such period between the date of TRACK's decision to exclude a trainer and the pre-arbitration meeting, the affected trainer will not be permitted to "work horses" in his care as that term is commonly understood in Thoroughbred racing, or to enter horses in any races at TRACK.

If TRACK is the prevailing party, the trainer shall be entitled to proceed immediately to arbitration, and shall be suspended and/or excluded from participation in racing or training at TRACK or authorized auxiliary training facilities during the pendency of arbitration.

Should the trainer be the prevailing party, the TRACK shall be entitled to proceed immediately to arbitration, and the trainer shall not be suspended and/or excluded from participation in racing or training at TRACK or authorized auxiliary training facilities during the pendency of such arbitration that TRACK may pursue.

VIII.

HOLDING (TRANSIT) BARN

TRACK agrees that it will regularly clean and maintain the Holding (Transit) barn used for horses shipping in to run at the 2022 Summer Meet.

IX.

FIRST POST TIME

All Post times for the 2022 Summer Meet must be submitted for approval of the CHRB in TRACK's initial application for license. Any changes to post time following the opening of the meeting must be submitted concurrently to CHRB and CTT for their approval.

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X.

INTERRUPTED RACING SCHEDULES: FORCE MAJEURE

If TRACK for any reason beyond its control such as, but not limited to: an act of God; war; labor difficulties; strikes; order of any governmental authority directing cessation of racing; failure of TRACK to obtain the necessary racing license from the California Horse Racing Board; and/or destruction of the racing plant of TRACK by fire or other casualty shall be prevented from conducting one (1) or more days of scheduled thoroughbred racing, then sums otherwise payable by TRACK hereunder shall be proportionately reduced for each day that TRACK is prevented from operating.

XI.

STABLING AT AND VANNING FROM AUXILIARY STABLING FACILITIES

TRACK shall, at least sixty (60) days prior to the opening of the 2022 Summer Meet, notify the California Horse Racing Board and CTT of the offsite facility(ies) which is/are acceptable to TRACK as the auxiliary stabling facility(ies) so long as such can be accomplished without compensation of any nature whatsoever, direct or indirect, by TRACK to such facility(ies) other than such compensation as provided in the California Horse Racing Law and so long as the facility(ies) is recognized as an approved year-long training facility by the CHRB.

TRACK agrees it will provide auxiliary stall applications for horses to be stabled at auxiliary stabling facilities well in advance of the opening of TRACK's Race Meeting. Said auxiliary stalls shall be made available without cost to horsemen, pursuant to Section 19535 of the California Horse Racing Law.

CTT and TRACK agree to use their best efforts to cause eligible horsemen to be reimbursed promptly for vanning as provided in Sections 19535(b) and 19605.7(d) of the Business and Professions Code.

TRACK agrees to provide an official vet at the offsite stabling facility(ies) at reasonable intervals to allow trainers to work horses for removal from the Vet's List.

XII.

ACCESSIBILITY TO TRACK

TRACK agrees that at least one (1) gate will remain open twenty-four (24) hours daily permitting access to the backstretch for all licensed personnel. TRACK further agrees to permit all licensed personnel to use the designated parking area adjacent to said gate for purposes of parking personal vehicles, free of charge.

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XIII.

ANTI-MONOPOLY PROVISION

TRACK acknowledges CTT's interest in assuring that horsemen will, during the 2022 Summer Meet, have the opportunity to procure and receive supplies, services, utilities, transportation, and other facilities required by the horsemen at a competitive cost or price usually available in a free enterprise marketplace. Accordingly, TRACK agrees not to limit this free enterprise system of competitive service and supply to the horsemen by means of TRACK entering into any agreement or otherwise seeking to establish or impose upon the horsemen a monopoly of restrictive servicemen or suppliers who would have exclusive access to the horsemen's needs or requirements.

CTT acknowledges that TRACK must provide, maintain and control reasonable access to and from TRACK property; security for persons and property; traffic regulation; and numerous other activities related to the racing industry. Accordingly, CTT agrees that TRACK may, for a reasonable and proper cause, restrict or prohibit any serviceman, supplier or vendor from having access to the grounds and the horsemen, provided that CTT will be given a minimum 24-hour prior written notice by TRACK that a particular serviceman, supplier or vendor will be denied further access or privileges to TRACK grounds or property. Notwithstanding anything to the contrary herein, horsemen shall have the right to use their own hot-walking machines or acquire hot-walking machines from any source they may determine.

XIV.

CREDENTIALS

TRACK agrees to provide owner/trainer stickers or other appropriate credentials to all licensed personnel either employed on or with horses stabled on the grounds, at an authorized auxiliary stabling facility, or whose horse has competed or is scheduled to compete at the 2022 Summer Meet.

TRACK further agrees to issue to all CTT Board members, its President, Executive Director, General Counsel, Northern California Manager, Deputy Director, and members of the CTT Backstretch Employees' Pension Administrative Committee VIP or "official" credentials for the 2022 Summer Meet, including but not limited to, an "official" pin and Turf Club, or equivalent, guest pass. All other CTT authorized personnel, California Horsemen's Safety Alliance, Post Time Self Insurance Group, and Edwin J. Gregson Foundation Board Directors, who are not trainers or otherwise covered herein, shall receive an "official" pin.

XV.

TRAINING/STABLING/EMPLOYEE HOUSING FACILITIES

At all times during the 2022 Summer Meet, TRACK will cause the main track to be open at 5:30 a.m. and to remain open until 10:00 a.m. every day of the week.

It is the intent of TRACK and CTT that the main track will be maintained by TRACK in good and safe condition (except in the event of a water shortage or other unforeseen conditions of which TRACK has notified the CTT) and be available for training seven (7) days a week on each day horses are stabled at TRACK.

TRACK agrees, while horses are stabled at TRACK during its Meet, to have a manned, operating starting gate for training on the main track.

TRACK and CTT agree that they shall work cooperatively in attempts to assess and remedy any conditions that may adversely affect the main track, and inner track, during the 2022 Summer Meet and while the main track, and inner track, are open for training preceding and following the 2022 Summer Meet. TRACK further agrees to use reasonable efforts to maintain the main track, and inner track, surrounding roads and the barn area in good and safe condition.

While acknowledging that it is impossible to keep surfaces free of all rocks, it is the intent of the parties that TRACK will use reasonable efforts to obtain and use materials on said surfaces that are free of rocks. In the absence of gross negligence, the TRACK shall not be liable for the presence of rocks.

It is agreed that maintenance and construction work will be restricted during training hours so as not to endanger horses and/or backstretch personnel. It is further agreed that the track and backstretch areas will be kept free of rocks and other injurious debris so long as practicable.

Without approval of the other party, neither party shall make any rules or enforce any conditions that differ from those established by the CHRB.

TRACK shall maintain stabling and keep all stalls in good repair. Stalls shall be maintained in such condition that they are safe, useable and promote the safety and health of the horses, and that of people who work with and have other contact with horses.

TRACK shall provide, free of charge or rent, tackrooms suitable as living quarters in the barn area during the duration of each meet. If TRACK is unable to provide such living quarter tackrooms, then TRACK must provide, free of charge or rent, trailers and trailer space on the fairground premises for the backstretch workers in lieu of the living quarter tackrooms.

CTT will use its best efforts to inform trainers to comply with all federal, state, and local laws, rules, codes, and ordinances. Without limiting the generality of the foregoing, all feed must be properly stored at all times. TRACK shall make available to CTT the guidelines for proper feed storage and other governmental requirements related to the backstretch. CTT shall be responsible for disseminating the guidelines to its members. TRACK shall also provide to CTT, immediately upon receipt thereof, any governmental notice relating to any issue on the backstretch so that CTT may work with TRACK and/or trainer in addressing the issue. TRACK reserves all rights against an offending trainer in connection with any fine levied against TRACK by a governmental entity for the improper storage of feed.

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XVI.

BACKSTRETCH CAFETERIA

During the 2022 Summer Meets, TRACK will cause to be kept open on every racing day a cafeteria located on the backstretch for the patronage and convenience of owners, trainers, and backstretch personnel. The cafeteria shall remain open from 6:00 A.M. until the conclusion of the last live race of the day and from 6:00 A.M. and 2:00 P.M. on non-racing days. Periodic closing for cleaning will apply on all days. TRACK will use all reasonable efforts to maintain the lowest possible pricing for trainers and their employees.

XVII.

TRACK SAFETY

Within a reasonable time following its receipt, not to exceed 72 hours, TRACK agrees to provide or otherwise make reasonably available to CTT for review, and to meet with CTT representatives at mutually agreeable times during TRACK's 2022 Summer Meet, or otherwise, to discuss, information concerning the soil or material composition, construction, engineering and remediation of TRACK's main track, and inner track, including, without limitation, to the extent they exist, material laboratory analyses, consultant analyses, daily maintenance protocols and reports, and remediation recommendations. TRACK agrees to provide to CTT on an ongoing basis throughout the calendar year and as set forth above, including any time during which the TRACK may be closed for racing and/or stabling, including such weeks/months when racing is not conducted, any and all testing reports, data or recommendations done by, requested by and/or provided to TRACK, the California Horse Racing Board, Breeders' Cup or other entity. TRACK and CTT mutually agree to grant authorization to each other to obtain and to release to each other any information regarding track testing reports, data or recommendation in the custody, possession or control of the California Horse Racing Board, Breeders' Cup or other entity, upon its receipt by TRACK. CTT agrees to exercise its discretion regarding whether or not to disseminate any such reports received pursuant to this Agreement.

TRACK will make available all horse ambulance reports to CTT, as generated, and no later than on a weekly basis during each of TRACK's 2022 Summer Meet, as well as the training period before and after the 2022 Summer Meet as provided for in this Agreement.

Within a reasonable time following its receipt, not to exceed 72 hours, CTT agrees to provide or otherwise make reasonably available to TRACK for review, to the extent they exist and are in the possession, control, or custody of CTT, any material laboratory analyses, consultant analyses, daily maintenance protocols and reports, and remediation recommendations. Any CTT employee, agent, or person CTT causes to be on the main track, or inner track must be licensed by the CHRB before said individual enters the main track, or inner track. Additionally, said individual shall follow and comply with all applicable laws, rules and regulations. Moreover, CTT agrees to indemnify and hold harmless TRACK, and its respective affiliates, members, partners, shareholders, officers, directors, employee, attorneys, and agents from and against any and all claims, demands, suits, losses, damages, injuries, liabilities, costs and expenses, including reasonable attorneys fee, that arises as a result of said individual being on

the main track, grass course, or training track. The preceding sentence does not pertain to trainers, exercise riders, jockeys or grooms performing their regular duties relating to training.

XVIII.

SIGNAGE & TRAINERS' PROPRIETARY RIGHTS

TRACK agrees that should it desire to utilize the name, image, or likeness of a particular trainer for a promotional or commercial purpose, other than the promotion of live racing or simulcasting, and wagering on the outcome thereof, *e.g.,* the sale of merchandise bearing the name or likeness of a trainer, TRACK shall contact the individual trainer and obtain their consent, and if necessary and appropriate, reasonably compensate said trainer or_trainers for the use of such name, image, or likeness.

TRACK and CTT agree that CTT shall have the right to place signs and/or logos of comparable size and design of Thoroughbred Owners of California (TOC) signs at or near the location provided to TOC for placement of signs and/or logos.

XIX.

FIRE, DISASTER AND GENERAL LIABILITY INSURANCE

TRACK agrees to acquire and pay the premium for a Fire and Disaster Insurance Policy, providing the same coverage or better than that previously obtained through the National Horsemen's Benevolent and Protective Fund. TRACK will, either independently or in conjunction with other racing associations, finance this program without right of reimbursement from any horsemen's organization, or individual owner or trainer. Said insurance is to be provided by a reputable insurance company selected by TRACK which, with certain limitations, protects the owners of horses against the loss of their race horses, tack, etc., due to fire or disaster. CTT and their respective members shall be named as a loss payee under such policy. CTT shall receive a certificate of insurance, including endorsements, amendments, or any other provision or document evidencing or affecting coverage or liability limits. TRACK shall also obtain, under the same terms and conditions set forth herein, a General Liability Insurance Policy which is to name as an additional insured, and be for the benefit of the, CTT, and its member trainers and equine participants who race and/or participate in TRACK's meet at any time during the term of this Agreement.

The obtaining of a fire, disaster and general liability insurance policy by TRACK does not in any way preclude the individual owner or trainer from taking individual legal action against the TRACK that the owner or trainer deems appropriate, or to prevent the owner or trainer from seeking legal action against the TRACK directly as a consequence of any acts, conduct, negligence, or other occurrence attributable to TRACK.

The amount recovered by an owner under this insurance policy shall be credited as an offset to any liability of TRACK toward the recovery of such owner from TRACK.

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XX.

CTT COVENANTS

During the term of this Agreement and as long as TRACK is not in violation of the terms of this Agreement or of applicable law, CTT will not instigate, promote, encourage or engage in any boycott of any race or Race Meeting (except and in the event the track is unsafe for racing) conducted by TRACK while this Agreement is in force and effect.

XXI.

TRACK COVENANTS

During the term of this Agreement and as long as CTT is not in violation of the terms of this Agreement or of applicable law, TRACK shall recognize CTT as the official organization representing the trainers at TRACK's 2022 Summer Meet and shall not file or participate in any action, claim or proceeding seeking the decertification of the CTT as the official and exclusive representative of California thoroughbred trainers, nor will TRACK engage in a lockout of CTT members.

XXII.

MUTUALITY

TRACK and CTT represent to each other that they are mutually interested in the continuance, maintenance and improvement of thoroughbred racing in the State of California and, to that end, believe it most advisable and to their mutual best interests that any future differences of opinion between them with respect to the provisions hereof, the matters covered hereby or any other matter or thing pertaining to thoroughbred racing wherein both parties are interested, should be settled by them, without undue publicity, by negotiation and consultation. Each party will cooperate with the other to promote, foster and retain public good will toward thoroughbred racing by conducting racing on the highest possible plane through maintenance of the high standards of fairness, inclusion, communication, and honesty.

TRACK will notify and consult the CTT, and, whenever reasonable and possible, obtain the consent and approval of the CTT, whenever substantial changes are contemplated by TRACK and proposed with respect to TRACK racing facilities, racing surfaces, racing schedule, stall applications and applicants, or conditions affecting the backstretch. In the interest of promoting public good toward thoroughbred racing, TRACK will provide to CTT TRACK's application for racing license at least ten (10) calendar days prior to its submission to the California Horse Racing Board.

A Horsemen-Management Committee shall be created, composed of such members of the CTT as they may designate and administrative officials to be designated by TRACK. All matters concerning problems of the parties in regards to conditions of the racetrack, the backside, and the health, welfare and safety of the horses, the trainers or their employees, stall applications and applicants, and stabling and vanning, will be referred to this committee in an effort to amicably

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and equitably adjust and resolve any problems which may arise. The parties herein shall prepare and agree to a monthly meeting schedule during which grievances and any other issues may be discussed and resolved. If each party notifies the other that no issues will be agendized for the upcoming monthly meeting, the parties may mutually cancel that monthly meeting. This Committee shall have no involvement in the issues arising under Sections V. and VI. above.

XXIII.

DEFAULT

The respective covenants herein contained are concurrent, and no party who is in default of this agreement shall have the right to enforce any covenant hereunder until said default has been cured. If any dispute shall arise hereunder which requires litigation or arbitration, the prevailing party shall be entitled to its costs of suit, including a reasonable attorney's fee.

XXIV.

EXCHANGE WAGERING

TRACK agrees to consult with CTT prior to implementing or offering exchange wagering at TRACK during the term of this Agreement.

XXV.

MISCELLANEOUS

23.1 No Discrimination: No party to this agreement shall discriminate against the other party due to membership in CTT or TRACK, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex, or age.

23.2 No Assignment: This agreement shall not be assigned by any party without the prior written consent of the other party.

23.3 Agreement Replaces All Prior Agreements: This agreement supersedes and replaces all prior agreements between the parties named herein. This agreement may be modified or amended by a writing signed by all parties.

23.4 Attorney's Fees: If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to a reasonable attorney's fee, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

23.5 Counterparts: This agreement may be executed in counterparts and each such executed counterpart shall be deemed an original. Execution by TRACK and any one or more

parties shall be deemed a binding agreement as to those executing parties regardless of whether the remaining members have executed a counterpart.

23.6 Inconsistent Language: When the language of the Condition Book, Stall Application, Stakes Nomination Forms, proposed Stakes Book for an upcoming meet, or any other document pertaining to the eligibility of horses and conditions for racing is inconsistent with the language in the Race Meet Agreement, the language in the Race Meet Agreement shall control.

23.7 Notices: Notices required to be given under this agreement shall be sent by certified mail, return receipt requested, postage prepaid as follows:

(a) If to TRACK, to F. Jack Liebau, Vice President, Los Alamitos Racing Association, 4961 Katella Ave., Los Alamitos, CA 90720

(b) If to CTT, to Alan F. Balch, Executive Director, P.O. Box 660039, Arcadia, CA 91066-0039.

23.8 TRACK's Management of Race Meets: Subject only to this agreement and applicable law, the management of TRACK's premises and the conduct of the race meets is the sole prerogative of TRACK.

XXVI.

SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and inure to benefit of the parties hereto and their successors and assigns. This Agreement is intended to fully comply with Sections 2041 and 2042, Article 22 of Title 4, Chapter 4 of the Administrative Code (Rules and Regulations of the California Horse Racing Board).

XXVII.

MODIFICATIONS

This Agreement constitutes the entire agreement between the parties hereto and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express, or implied, between the parties hereto. The parties acknowledge that no representations, inducements, promises, agreements or warranties, either oral or otherwise, have been made to them, or anyone acting on their behalf, which are not embodied in this Agreement, and that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement, or warranty. It is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever except by a writing duly executed by an authorized representative of each party.

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XXVIII.

RESERVATION OF RIGHTS

The terms of this Agreement shall be without prejudice to the abilities of the parties to challenge, by legal proceedings or otherwise, any rights, obligations or privileges which are the subject hereof at any time during the pendency or upon termination of this Agreement, and the parties hereto shall not be deemed to waive or abridge any rights, claims or privileges at any time during or after the term of this Agreement.

XXVIII.

BINDING ON ALL SIGNATORIES

The persons signing on behalf of all undersigned parties agree to be bound by the terms of this Agreement, whether directly or indirectly. The persons signing on behalf of the parties designated below herein warrant that they have the legal authority to execute this Agreement. Each undersigned party agrees to take all such actions and to execute all such documents as may be necessary and desirable to implement the provisions of this Agreement fully and effectively. This Agreement is binding on all signatories below without reservation.

LOS ANGELES COUNTY FAIR ASSOCIATION

3/24/2022
Dated:

By Los Alamitos Racing Association Manager

CALIFORNIA THOROUGHBRED TRAINERS, INC.

March 17, 2022
Dated:

Alan F. Balch
Executive Director

LOS ALAMITOS RACETRACK

3/24/2022
Dated:

F. Jack Liebau
Vice President

CTTFairplexatLosAlSummer2022_wABSignature

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TOC

Thoroughbred Owners of California

Serving the California Thoroughbred Racehorse Owner

2022

RACE MEET AGREEMENT

BETWEEN

LOS ANGELES COUNTY FAIR ASSOCIATION AT LOS ALAMITOS

AND

THOROUGHBRED OWNERS OF CALIFORNIA

June 22, 2022
Through
July 12, 2022

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2022 RACE MEET AGREEMENT

Los Angeles County Fair Association at Los Alamitos
June 22, 2022 through July 12, 2022

THIS AGREEMENT is entered into by and between Los Angeles County Fair Association at Los Alamitos (hereinafter referred to as "TRACK") and the Thoroughbred Owners of California, Inc. (hereinafter referred to as "TOC") and becomes effective on the first day of TRACK's 2022 Meeting, except as otherwise provided herein.

RECITALS

WHEREAS, TRACK is a duly licensed Fair or Association, licensed under and pursuant to the Horse Racing Law, Article 4, Chapter 4, Division 8 of the *Business and Professions Code* of the State of California; and

WHEREAS, TOC is the duly organized owners' association recognized by TRACK and the California Horse Racing Board as having authority to negotiate and covenant with TRACK pursuant to Article 22, Chapter 4, Title 4, of the Administrative Code of the State of California; and

WHEREAS, TRACK and TOC, in an effort to stabilize certain phases of the business of Thoroughbred racing for the purpose of avoiding controversies between them which might interfere with the orderly commencement and conduct of race meetings to the detriment of TRACK, TOC, its members, and racing patrons, and for the purpose of providing for an orderly and uniform method of stakes and overnight purse distribution by TRACK, have reached an understanding with reference to the foregoing and other matters and things hereafter specified, and desire to incorporate their understanding in writing.

AGREEMENT

NOW, THEREFORE, the parties hereto, by reason of the premises and in consideration of the mutual promises contained herein agree as follows:

I.

RACE MEET

Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the Thoroughbred race meeting and/or the Thoroughbred portion of race meeting conducted by TRACK under license from the California Horse Racing Board for the period commencing June 22, 2022 through July 12, 2022, herein referred to as the "2022 Meet".

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II

PURSE DISTRIBUTION

TRACK and TOC acknowledge and agree that disbursements made by TRACK to TOC, and to individual horse owners in the form of purses, will be governed by the provisions of this Agreement and the Horse Racing Law, Article 9.5, Article 9.2 and any other provisions regarding purses in any other Articles in Chapter 4, Division 8 of the *Business and Professions Code.* All monies available for purses generated from the pari-mutuel handle and other sources, including but not limited to, underpayments from prior race meets, voluntary deposits by horsemen, deposits by TOC, and accumulated interest on the Paymaster Account shall be held in a separate trust account pursuant to section 19597.5 of the Business and Professions Code for the sole benefit of horsemen and shall not be commingled with monies belonging to TRACK or statutory distributees. In this regard, the TRACK and TOC shall make those funds available for purses and bonuses. Nothing contained herein is intended to change, modify or amend the settlement agreement dated January 5, 1991, with respect to interest on the Paymaster Account.

TRACK further agrees that its Horsemen's Bookkeeper will make owners' purse monies available upon request forty-eight (48) hours after the race is declared official for pari-mutuel purposes, regardless of whether TRACK has received the results from the testing laboratory providing that such distribution is consistent with applicable rules, regulations, and laws of the California Horse Racing Board.

III.

GROSS DISTRIBUTION

Whenever the term "GROSS DISTRIBUTION" is used herein, it shall mean and refer to those portions of the funds handled in TRACK's parimutuel pools which TRACK is required to distribute as purses pursuant to the provisions of this Agreement and the current provisions of the California *Business and Professions Code*, increased by the amount of the underpayment of purses during TRACK's 2021 Meet, if any. The Gross Racing Distribution shall be reduced by 1-3/4% to be paid, as directed in writing by TOC, to TOC for NTRA as authorized in Section 19613.05(a) of the California Business and Professions Code.

The Gross Racing Distribution shall include unclaimed refunds ("outs"), if any, from TRACK's 2021 Meet if applicable as provided in Section 19601(d) of the California *Business and Professions Code*.

Gross Racing Distribution does not include amounts paid as owners' premiums, breeders' awards, stallion awards, or California-bred incentive awards pursuant to the provisions of the *Business and Professions Code* Sections 19616 and 19617 actually received by TRACK but does

include decreases as provided in Section 19613.5 to compensate TRACK for actual losses sustained in pari-mutuel minus pools.

IV.

TOC AND CTT DISTRIBUTIONS

In addition to the purse money specified in Paragraph V below, and pursuant to the Horse Racing Law, TRACK will pay to TOC and CTT by four separate checks, three percent (3%) of the Gross Distribution to be used as follows: two-thirds of one percent (2/3%) to TOC and one-third of one percent (1/3%) to CTT for administrative expenses and services rendered to horsemen (checks payable to TOC and CTT, Inc., respectively), one percent (1%) for welfare funds (check payable to California Thoroughbred Horsemen's Foundation, Inc.) and one percent (1%) for a pension program for backstretch personnel to be administered by CTT (check payable to CTT Backstretch Pension Fund).

Payment shall be made when TRACK determines total purse money generated during the 2022 Meet but in no event longer than 30 days from the close of the 2022 Meet.

V.

NET DISTRIBUTION

Whenever the term "Net Racing Distribution" is used herein, it shall mean the balance of funds constituting Gross Racing Distribution less:

1. TOC and CTT Distributions paid pursuant to Section 19613(b) of the California *Business and Professions Code;*
2. Funds authorized by TOC to be paid to NTRA in accordance with Section 19613.05(a) of the California *Business and Professions Code; if applicable; and,*
3. Funds authorized for the Cal-bred Maiden Bonus program by Section 19614.4(d) of the California Business and Professions Code (subject to an equal match by the California Thoroughbred Breeders Association).

TRACK will pay and distribute in stakes and overnight purses a sum equal to 95-1/4% of the Gross Distribution and will pay the remaining 4-3/4% as set forth in Articles III and IV. The amounts payable in stakes and overnight purses will hereafter be referred to as "Net Distribution," regardless of any actual underpayment or overpayment of such amounts payable. By way of example only, and solely by way of clarification: If, at said 2022 Meet, TRACK's Gross Distribution was $1,000,000.00, TOC would receive two-thirds of one percent (2/3%); CTT would receive one-third of one percent (1/3%); California Thoroughbred Horsemen's Foundation, Inc. would receive one percent (1%); CTT Backstretch Pension Fund would receive one percent (1%),

and TOC would receive for NTRA an additional 1-3/4%. The Net Distribution would be $952,500.00.

TRACK shall, during the 2022 Meet, include in purse money available any underpayment from the 2021 Meet, if any, any unpaid surplus due to horsemen from the SCOTWInc 6% fund generated during the 2022 Meet reduced by 4-3/4% and paid to TOC and CTT in the same percentages as provided in Articles IV and V.

VI.

STAKES SCHEDULE

From the total purse distribution available for the 2022 Meet, the amount of horsemen's money paid as stakes shall be in accordance with the schedule attached hereto and made a part hereof as Exhibit "A," unless otherwise agreed upon by TRACK and TOC.

When a division of stakes event is necessary, it is agreed that TRACK will not increase the purse by more than fifty percent (50%) of the purse originally scheduled, provided further, however, that, when a stakes originally scheduled for $75,000 or more is split, each division shall be run for a purse of $60,000. Additional purse money paid as the result of splitting a stakes shall be considered stakes money and shall not be considered overnight monies.

TRACK shall not split a stakes race without first obtaining the written approval of TOC.

Unless expressly agreed otherwise by TOC, TRACK shall ensure that all stakes races offered, whether offered as scheduled or overnight stakes events, meet the minimum requirements set by the International Cataloging Standards Committee ("ICSC") for participating horses to earn "black type," based on their finish position, qualifying performance, or other criteria set by the ICSC.

For all other stakes races offering a purse of $100,000.00 or more, horses competing in such races shall be placed under surveillance for a period of not less than 6 (six) hours in advance of the scheduled start of the race.

For the purposes of this provision, surveillance shall consist of, but is not limited to, continuous observation of the horse by licensed security personnel equipped with a video camera, a communications device, and notepad, and who must request to see and who shall note the time, license number, and type of license for every person who enters the stall with the competing horse or otherwise comes in contact with or close proximity to said horse, as permitted by the CHRB, TRACK, trainer, or owner.

In the event that any overnight stakes race receives entries from fewer than six (6) separate wagering interests with less than four (4) different trainers, and TRACK desires to cancel such overnight stakes race, TRACK shall inform TOC of its desire reasonably in advance and provide

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TOC with the names of all horses that did enter. In the event that such a race receives five (5) entries TRACK shall make a reasonable effort to either provide an allowance race at the same conditions or bring the stakes back on a subsequent day.

TRACK shall not cancel any non-overnight stakes race without first obtaining the approval of TOC, which will not be unreasonably withheld.

TRACK agrees to use its best effort to submit a tentative Stakes Schedule for the 2022 Meet to TOC five months, but in no event less than three months, prior to the first day of the 2022 Meet.

VII.

DAILY MUTUEL HANDLE

Track and TOC agree that based on information available as of April 23, 2022 the current underpayment in the combined purse accounts for the 2021 Thoroughbred and Fair meets, is estimated to be approximately $800,000 (includes allocation by TOC of purse enrichment). It is anticipated that $160,000 (20%) of the estimated underpayment will be used for the LACF at Los Alamitos Meet, $160,000 (20%) for the Fall Meet, and $480,000 (60%) for the Los Alamitos Winter Meet. Depending on the results of these three Meets, adjustments may need to be made in the purse levels of those Meets. The purse levels for the LACF at Los Alamitos Meet have been approved by TOC and the purse levels for the other two Meets will be considered in the negotiation of the Race Meet Agreements of the other two Meets.

Notwithstanding anything to the contrary provided herein, if at any time during the 2022 Meet TRACK estimates that, for any reason beyond the control of the TRACK or TOC, the projected final average daily purse generation will be meaningfully less than the budgeted 2022 average daily purse generation, or in the event the purse projections for the 2022 Meet are higher than the purse money generated for overnight purses, then the purse schedule may be reduced. In such event, TRACK shall have the right, but not the obligation, to reduce purses, provided that any such reduction be applied uniformly to the announced stakes program and overnight purse structure; e.g., if overall purses are reduced by ten (10) percent, then the total stakes program shall be reduced by ten (10) percent, and the total overnight purse schedule, shall be reduced by ten (10) percent. TRACK shall not decrease purses without prior written consent from TOC.

Notwithstanding anything to the contrary provided herein, if it appears to TRACK and TOC at any time during the 2022 Meet that the average daily purse generation will be substantially increased above that which was initially anticipated, the excess shall be utilized to increase overnight purses, unless an increase in stakes is approved by TOC. Any such increases in overnight purses shall occur both retroactively and prospectively.

The Overnight Purse schedule is attached hereto and made a part hereof as Exhibit B. TRACK agrees to obtain prior written approval from TOC with respect to any changes in types of

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races and purses offered for such races that differ from types of races and purses approved by TOC in Exhibit B.

VIII.

UNIFORMITY AND CONSISTENCY

TRACK and TOC agree to establish consistency and uniformity for overnight purse schedules. The Condition Book for the 2022 Meet shall be submitted to TOC for its approval, prior to its publication. Without the prior written consent of TOC, which will not be unreasonably withheld, TRACK shall not increase nor decrease overnight purses for races which are written for the same quality of horses and substantially the same conditions as those provided in the Condition Book provided, however, that TRACK may make alterations in purse schedules as provided herein in the event of calamitous or substantial unforeseen economic circumstances or acts of God, which cause a substantial or radical effect on the amount of parimutuel handle for the 2022 Meet. Any such changes, however, can be made only after first obtaining the written approval of TOC, which will not be unreasonably withheld.

IX.

RACING PROGRAMS

TRACK may from time to time present overnight-type stakes races to replace what would otherwise have been featured high-purse allowance races. Each such race offered shall be subject to obtaining the prior written consent of TOC, and purse monies paid thereunder shall not be deemed a part of the total stakes purses for the 2022 Race Meet. The owner of each horse entered in such races shall be required to pay a reasonable nomination fee. The same scratch policy shall apply as in normal overnight races.

Without prior consultation and written approval of TOC, TRACK shall not schedule nor use any purse monies for the purpose of conducting an "exhibition" or "match" type race during TRACK's 2022 Meet, other than as provided for herein.

Purses paid for overnight races during the 2022 Meet shall be in accordance with the schedule attached hereto as Exhibit B. TRACK agrees not to change the purses provided in the schedule without first obtaining the prior written consent of TOC. Said changes, if any, shall be applied proportionately across all types and conditions of overnight races.

TRACK further agrees that:

1. The minimum claiming price for maiden Thoroughbreds shall be $20,000.00 provided further that the minimum claiming price offered in Cal-Bred maiden races will be $32,000.00.

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2. Races shall be written in such a manner as to not penalize a horse for its maiden win;

3. Purses for Cal-Bred races shall be equivalent to purses paid in "open" races for substantially the same class and conditions.

4. Purses paid for two-and three-year-old horses shall be equal to purses paid for races for older horses for the same type of race;

5. Purses for all overnight races run during the 2022 Meet shall be divided and paid to the owner(s) of the horses finishing first through fifth as follows:
   - Sixty percent (60%) of the purse to the winning owner.
   - Twenty (20%) for second;
   - Twelve (12%) for third;
   - Six (6%) for fourth; and,
   - Two (2%) for fifth.

   Purses for all stakes races run during the 2022 Meet shall be divided and paid to the owner(s) of the horses finishing first through tenth as follows:
   - Fifty-five percent (55%) of the purse to the winning owner.
   - Eighteen (18%) for second;
   - Twelve (12%) for third;
   - Six (6%) for fourth;
   - Four (4%) for fifth;
   - Two (2%) for sixth;
   - One (1%) for seventh and eighth; and,
   - Half (0.5%) for ninth and tenth.

   In the event there are not enough starters in a stakes race, and correspondingly finishing purse distributions, to maintain "black type" status pursuant to ICSC guidelines of such a scheduled stakes race, TRACK will notify TOC for permission to redistribute unused finishing purse distributions proportionately to actual starters.

6. A "Participation Purse" in the amount of $500.00 as determined by TOC and funded from the purse account shall be paid to all starters effectively finishing 6th or worse in any race, and to fifth place finishers if their share of the purse is less than the Participation Purse, wherein said fifth place finisher will receive an aggregated maximum of the Participation Purse. For purposes of the payment of such participation purses, a "starter" means any horse that which leaves the gate at the official start of a race and is considered a legal starter by the Stewards.

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7. The “date” system as mutually agreed to by TRACK and TOC shall be utilized for purposes of determining which horses have priority when entering races;

8. Reasonable efforts shall be used so as to run an average of not more than one starter allowance race per day;

9. Purses for "Cal-Bred" races shall be equivalent to purses paid in "open" races for substantially the same class and conditions, excluding any CTBA purse supplements;

10. Minimum qualifying claiming levels for purposes of the Cal-bred Race Fund Incentives shall be $40,000.00;

11. Four-furlong races will only be offered and run with purses in accordance with the schedule attached Exhibit B during the 2022 race meet. Purses for 4 furlong races will be evaluated on an annual basis.

12. An amount equal to thirty percent (30%) of the purse paid for finishing first through fifth, inclusive, in any open race, excluding purses for stakes races, starter allowance races and claiming races, but including overnight stakes races, allowance races and non-claiming maiden races shall be paid by TRACK from purse account as an owner premium to the owner of a registered California-bred Thoroughbred horse participating in such a race. An optional claiming race shall be considered to be an allowance race with respect to horses not entered for a claiming price. However, a Cal-Bred horse entered for a claiming price in an allowance race is entitled to the bonus provided for herein for finishing first through fifth. A Cal-Bred who has won its first condition in a race restricted to Cal-Breds is still eligible for its first condition in an open race and is entitled to the owner premium mentioned above. Once a horse has won the first two condition allowance races (Cal-Bred and open), then the Cal-Bred win will be disregarded in future races for eligibility purposes only. The owner premium provided for herein shall be reduced by the amount of the owner premium paid to owners of California-bred Thoroughbred horses finishing first as provided in Section 19614.4(a) and (b) of the California Horse Racing Law;

13. In the event overnight purses are increased during the course of the 2022 Meet, retroactive increases in the Cal-Bred Incentive and Allowance race programs described in this Article will be made, unless otherwise specifically agreed by TRACK and TOC;

14. Appropriate “Finish Line” signage, equal in size and character to any Los Alamitos sign, shall be maintained, at no cost to TOC, in the first position past the finish line during the TRACK’s 2022 Meet;

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15. Within thirty (30) days following the 2022 Meet, a complete written account of all Paymaster earnings during the 2022 Meet shall be provided to TOC, at no cost.

For purposes of this agreement and/or any other aspect of the race meet to which such terms may apply, "short" shall mean race distances less than one mile and "long" shall mean race distances equal to or greater than one mile.

In addition, during the term of the Agreement, TRACK and TOC agree that the following terms and conditions shall apply:

1. TRACK agrees to wash or otherwise clean the racing colors or "silks" of owners with horses competing in the 2022 Meet. Such cleaning shall occur on the day on which the silks are utilized or on the day immediately following their utilization. Such cleaning services will be provided at TRACK's expense without right of reimbursement from TOC, the individual owners, and/or their trainers;

2. The following are the workout criteria that will be in effect for the 2022 Meet. The minimum official, recorded workout distances and number of works for horses to run at the 2022 Meet are as follows:

   (a) For 3 year-olds and up, all first-time starters: three works; one at least 5/8 mile; the other two at least 3/8 mile, and gate approval.

   (b) For 2 year-olds, all first-time starters; two works; one at least 1/2 mile; the other one at least 3/8 mile and gate approval.

   (c) Horses, which have not raced in 90 days: three works with at least two works during the last 60 days and one work during the last 30 days.

   (d) Horses, which have not raced in 60 days: two works, with one during the last 30 days.

   (e) Horses, which have not raced in 30 days: one work at least 3/8 mile within those 30 days.

   (f) Horsemen seeking to enter a horse not meeting the workout criteria must obtain the permission of the Stewards.

   (g) Imported Horses: The workout requirement will be waived for horses entering in a stakes race within seven days of clearing USDA quarantine, provided that the country of origin's racing jurisdiction has no provision for timed workouts;

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3. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within TRACK's enclosure during the 2022 Meet, except as expressly authorized by TRACK. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the 2022 Meet may be excluded from the enclosure for a period of not less than 10 days, at the sole discretion of TRACK. The identity of any owner, trainer, or veterinarian authorized or found to be in possession of such device(s) shall be disclosed to an appropriate representative of the CHRB, TOC, and CTT within 48 hours of the device's authorization or discovery.

4. TRACK agrees to permit the scratch of a bona fide entry when at least six (6) horses are entered in a race, provided the scratch of a bona fide entry is permitted only for the purpose of entry into a subsequent race at the TRACK on either of the next two following days of entries. It is understood by the Parties that all such scratches require the concurrence of the Stewards.

5. TRACK agrees to use an also eligible list containing up to four (4) horses however, in no event will the number of horses drawn for a race including also eligibles exceed fourteen (14).

6. Unless otherwise agreed upon by TRACK and TOC, entries will be taken not less than three (3) calendar days prior to the day on which such entered horses are scheduled to run.

7. The Parties agree that, with regard to the taking of entries, entries submitted by a Jockey's Agent who has been delegated such responsibility by a licensed trainer pursuant to CHRB Rule 1582 are permitted up to 9:30 a.m. on the day of entry, and thereafter shall only be made by the horse's owner, his/her authorized agent, or the trainer.

8. In the event a race offered in the Condition Book, including but not limited to a Substitute or other alternative race, and an Extra race published elsewhere receive the same number of entries, the race published in the Condition Book shall be considered the preferred race, and will be utilized before any Extra Race to make the card go. Should a drawn race or races be cancelled due to an act of God or otherwise, TRACK shall make every effort to offer said races to horsemen as Extra Race(s) as soon as possible. Further, said race(s) will have preference over Substitute or other alternative race(s), and Extra races published elsewhere receiving the same number of entries, TRACK shall make every effort to inform horsemen of such preference when races are published.

   Further, should TRACK elect to use an Extra over a filled Substitute race, it shall immediately notify TOC and explain the rationale for the decision, in writing.

Should TRACK desire to conduct more races on any given race day than the proposed number included in TRACKS's approved CHRB license application; TRACK shall first obtain written approval from TOC.

9. Subject to Guidelines of the Orange County Health Department, TRACK shall provide free clubhouse admission to owners with a current valid CHRB license validated by the Racing Department of any Racing Association in California.

10. Subject to Guidelines of the Orange County Health Department, TRACK agrees to provide free clubhouse seating to the owner or owners of a horse competing in a race, on the day of the race.

11. During all periods covered by this Agreement, within 48 hours of receipt of a written request from TOC, TRACK agrees to provide to TOC, in written and/or electronic form, such Incompass services data as is reasonably available and necessary to respond to TOC's request.

12. TRACK agrees that should it decide to cancel a race or day of racing after entries have been drawn for that race or race day, it will reimburse the owners of all such horses affected the actual cost of any veterinary fees and/or any transportation costs incurred as a result of being entered to run in any race cancelled by TRACK. Said reimbursement is intended to apply to situations in which the TRACK has unilaterally decided to cancel a race or race day due to its own negligence or that of its agent[s], or voluntarily for reasons of its own choosing, but shall not apply to cancellations caused by acts of God or as otherwise specified hereinbelow in section XVI, or as a result of the intervening unforeseen acts of independent third-parties. Track and TOC agree to meet for the purpose of fairly determining the reason or reasons for the cancellation of a race or races that have been drawn.

X.

NUMBER OF HORSES IN A RACE

When six (6) horses are entered in an allowance or overnight stakes race under six (6) separate wagering interests, during TRACK's 2022 Meet, and provided such horses are stabled on the grounds or another approved auxiliary offsite stabling facility in Southern California, such race shall be considered filled and shall run. It is further agreed by the parties that the Racing Secretary has the discretion to use overnight stakes, allowance, and/or high priced claiming races with five (5) separate wagering interests in order to maintain a balanced racing program, but is to notify TOC as soon as practical when doing so. For all other overnight races when seven (7) horses are entered under at least seven (7) separate wagering interests, and provided such horses are stabled on the grounds or another approved auxiliary offsite stabling facility in Southern California, such race shall be considered filled and shall run.

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XI.

DISTRIBUTION ESTIMATED

Because the total amount available for distribution as stakes and overnight purses is dependent upon the amount of TRACK's parimutuel pools and the breakage, and since the total amount of such pools and breakage will not be known until the conclusion of the 2022 Meet, it is understood by the parties that it will not be possible to determine in advance that the funds to be distributed in stakes and overnight purses will be equal to the exact amounts provided by this agreement and law. However, if at the close of the 2022 Meet, TRACK shall not have paid and distributed in stakes and overnight purses the exact amounts provided for by this agreement and law, then TRACK may deduct from purses an agreed amount of the excess/overpayment from purses during the analogous Race Meeting conducted by TRACK in the succeeding year. Any underpayment shall either be retroactively paid for the Meet or carried over by TRACK to be used as purses during the next Race Meeting conducted by TRACK, as determined by TOC.

The amount carried over for purses, if any, shall accrue interest commencing from the close of the 2022 Meet to the commencement of the next Meet.

XII.

FIRST POST TIME

The first post of TRACK's daily racing program shall begin at 12:30 p.m. on weekends and 1:00 p.m. on weekdays. Should TRACK request a change in post times from their approved license application, TRACK will request written approval from TOC and such approval will not be unreasonably withheld. For all subsequent meets; TRACK shall furnish TOC with a copy of their license application concurrently when they apply to CHRB in order for TOC to have ample time to review and support.

XIII.

TOC COVENANTS

During the term of this Agreement and as long as TRACK is not in breach of the terms of this Agreement, TOC will not instigate, promote, encourage, or engage in any boycott of any race or race meeting (except and in the event the track is unsafe for racing) conducted by TRACK while this Agreement is in force and effect, nor will it encourage any of its members to do so; but shall, so long as TRACK is not in breach of the provisions hereof, exercise and apply such persuasive means as it may lawfully use to encourage its members to conform to, comply with, and respect the obligations of TOC hereunder.

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XIV.

TRACK COVENANTS

During the term of this Agreement and as long as TOC is not in violation of the terms of this Agreement or of applicable law, TRACK shall recognize TOC as the official organization representing owners at TRACK's 2022 Meet and shall not file or participate in any action, claim or proceeding seeking the decertification of the TOC as the official and exclusive representative of California Thoroughbred owners, nor will TRACK engage in a lockout of TOC members.

XV.

INTERRUPTED RACING SCHEDULES: FORCE MAJEURE

If TRACK for any reason beyond its control such as, but not limited to: an act of God; war; labor difficulties; strikes; order of any governmental authority directing cessation of racing; failure of TRACK to obtain the necessary racing license from the California Horse Racing Board; failure of TOC to comply with TOC's obligations hereunder; and/or destruction of the racing plant of TRACK by fire or other casualty shall be prevented from conducting one (1) or more days of scheduled thoroughbred racing, then sums otherwise payable by TRACK hereunder shall be proportionately reduced for each day that TRACK is prevented from operating.

XVI.

MAIDEN AND CAL-BRED RACES

Provided that sufficient horses within the following classifications are available upon the grounds or on other grounds which furnish horses for racing at the 2022 Meet, and are ready to participate in such scheduled races, TRACK will run an average of not less than 2.5 maiden races per day during the 2022 Meet, and will, in addition, use reasonable efforts to increase the average to 2.6 maiden races per day.

It is also understood and agreed that TRACK will use its best efforts to provide one (1) race on each racing day for Cal-Breds, as provided for and in accordance with Rule 1813 of the California Horse Racing Board Rules and Regulations. In the event a Cal-Bred race does not fill, the race will be opened up for horses other than Cal-Bred horses, then and in that event, the Cal-Bred horses shall be preferred.

A Cal-Bred race shall not be opened up in the event that a sufficient number of Cal-Bred horses are entered to meet the requirements of this Agreement with respect to the minimum number of starters required to fill a race.

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XVII.

MUTUALITY

TRACK and TOC represent to each other that they are mutually interested in the continuance, maintenance and improvement of thoroughbred racing in the State of California and, to that end, believe it most advisable and to their mutual best interests that any future differences of opinion between them with respect to the provisions hereof, the matters covered hereby or any other matter or thing pertaining to thoroughbred racing wherein both parties are interested, should be settled by them, without undue publicity, by negotiation and consultation. Each party will cooperate with the other to promote, foster and retain public good will toward thoroughbred racing by conducting racing on the highest possible plain through maintenance of high standards of fairness and honesty.

A Horsemen Management Committee may be created, composed of such members of the TOC and CTT as they may designate and the President and/or General Manager, the Racing Secretary, and other administrative officials to be designated by TRACK. All matters concerning problems of the horsemen with the TRACK will be referred to this committee in an effort amicably and equitably to adjust and resolve any problems which may arise.

XVIII.

STALL ASSIGNMENTS

In the allocation and assignment of stall space for thoroughbreds, so long as owner and trainer are duly licensed, TRACK will not discriminate in any way against any owner by reason of membership of any owner in TOC or for any reason not associated with the criteria listed below in this paragraph. If any owner asserts that the Stall Committee of TRACK shall have so discriminated on such ground or grounds, then the owner claiming to be so aggrieved shall submit his claim to TOC, for examination, and if TOC shall then believe the claim to have merit, it shall be entitled to present the merits of the grievance on behalf of such owner to TRACK.

Stalls will be allocated and made available, without charge, to those Thoroughbred horses for which stalls have been approved by TRACK's Racing Secretary. Stalls shall be assigned only to Thoroughbred trainers engaged in the care and training of Thoroughbreds which TRACK has approved and to which TRACK has allocated stalls to prepare for racing. TRACK's obligations to furnish and allocate stalls shall be subject to TRACK's right to withdraw stalls allocated to horses not currently approved for racing or preparation for racing, or not actually training for racing, and to TRACK's needs for access to such stalls for repairs, maintenance and construction.

It is the intention of TRACK that stall allocations shall be made primarily on the basis of the quality and condition of the horses for which stall space is requested, upon the availability of stall space and taking into consideration the character of the Meet contemplated to be held by TRACK, and the horses suitable for the holding of such race meet.

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TRACK agrees that its stalls will be ready, available, and allocated, and the track will, with respect to the 2022 Meet, be open, available, and in condition for training at no charge to horsemen at least 10 days prior to the opening day of the 2022 Meet, nor will TRACK be reimbursed for costs of stabling from the SCOTWINC Vanning and Stabling Fund during said period of time

TRACK agrees that the track will be open, available and in condition for training at no charge to horsemen at least two (2) days following the close of the 2022 Meet, nor will TRACK be reimbursed for costs of stabling from the SCOTWINC Vanning and Stabling Fund during said period of time.

In the event training activities are interrupted by a special event, TRACK agrees to notify TOC prior to execution of any special event agreement (e.g., vendor agreement) to determine a reasonable remedy for the interruption of training.

TRACK agrees that it will keep the track in a safe condition during the 2022 Meet and while the track is open for training preceding and following the 2022 Meet.

XIX.

STABLING AT AND VANNING FROM AUXILIARY STABLING FACILITIES

TRACK shall, at least 60 days prior to the opening of its 2022 Meet, notify the California Horse Racing Board and TOC that approved auxiliary offsite stabling facilities in Southern California will be acceptable to TRACK as auxiliary stabling facilities, so long as such can be accomplished without compensation of any nature whatsoever, direct or indirect, by TRACK to such facilities other than such compensation as provided in the California Horse Racing Law.

TRACK agrees it will provide auxiliary stall applications for horses to be stabled at authorized auxiliary facilities well in advance of the opening of TRACK's 2022 Meet.

TRACK and TOC agree to use their best efforts to cause horsemen to be reimbursed promptly for vanning as provided in the California Horse Racing Law.

TRACK agrees to provide to TOC a written report on the occupancy and/or availability of stalls at TRACK during the ten day period preceding the opening of the 2022 Meet, during the 2022 Meet and for five days following the 2022 Meet.

XX.

ANTI-MONOPOLY PROVISION

TRACK acknowledges TOC's interest in assuring that horsemen will, during the 2022 Meet, have the opportunity to procure and receive supplies, services, utilities, transportation and other facilities required by the horsemen at a competitive cost or price usually available in a free

enterprise marketplace. Accordingly, TRACK agrees not to limit this free enterprise system of competitive service and supply to the horsemen by means of TRACK entering into any agreement or otherwise seek to establish or impose upon the horsemen a monopoly of restrictive servicemen or suppliers who would have exclusive access to the horsemen's needs or requirements.

TOC acknowledges that TRACK must provide, maintain and control reasonable access to and from TRACK property; security for persons and property; traffic regulation; and numerous other activities related to the racing industry. Accordingly, TOC agrees that TRACK may, for a reasonable and proper cause, restrict or prohibit any serviceman, supplier or vendor from having access to the grounds and the horsemen, provided that TOC will be given a minimum 24-hour prior written notice by TRACK that a particular serviceman, supplier or vendor will be denied further access or privileges to TRACK grounds or property. Notwithstanding anything to the contrary herein, horsemen shall have the right to use their own hot-walking machines or acquire hot-walking machines from any source they may determine.

XXI.

FIRE AND DISASTER INSURANCE

The fire and disaster insurance policy is attached as Exhibit C. TRACK shall upon receipt of an invoice pay its proportionate share of the yearly premium (which proportionate share shall be calculated on a reasonable basis). The amount recovered by an owner under the insurance policy set forth in Exhibit C shall be credited as an offset to the liability of TRACK, if any. TRACK shall have no obligation to purchase any insurance policy covering horses and/or property owned by the members of the TOC should the policy set forth on Exhibit C terminate during the Term. Additionally, if no policy is attached as Exhibit C upon execution of this Agreement, TRACK shall have no obligation to purchase any insurance policy covering horses and/or property owned by the members of the TOC.

The obtaining of a fire and disaster policy by TRACK does not in any way preclude the individual owner or trainer from taking individual legal action against the TRACK that the owner or trainer deems appropriate, or to prevent the owner or trainer from seeking legal action against the TRACK directly as a consequence of any acts, conduct, negligence, or other occurrence attributable to TRACK.

The amount recovered by an owner under this insurance policy shall be credited as an offset to any liability of TRACK toward the recovery of such owner from TRACK.

XXII.

ACCESSIBILITY TO TRACK

Stable access stickers will be issued to all TOC Board members and authorized personnel of TOC and will be valid all hours commencing at 10:00 a.m.

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XXIII.

DEFAULT

The respective covenants herein contained are concurrent, and no covenant shall be enforced by either party hereto which at the time is in default hereunder. If any dispute shall arise hereunder, the prevailing party shall be entitled to its costs of suit, including a reasonable attorney's fee.

XXIV.

BINDING

This Agreement shall be binding on and inure to the benefit of the parties hereto and their successors and assigns. This Agreement is intended to fully comply with Sections 2041 and 2042, Article 22 of Title 4, Chapter 4 of the Administrative Code (Rules and Regulations of the California Horse Racing Board).

XXV.

INCONSISTENT LANGUAGE

When the language in the Condition Book, Stall Application, Stakes Nomination Forms, proposed Stakes Book for an upcoming meet, or any other document pertaining to the eligibility of horses and conditions for racing is inconsistent with the language in the Purse Agreement, the language in the Purse Agreement shall control.

XXVI.

OWNERS' PROPRIETARY RIGHTS

TRACK agrees that should it desire to utilize the name, image, or likeness of a particular horse for a promotional or commercial purpose, other than the promotion of live racing or simulcasting, and wagering on the outcome thereof, e.g. the sale of merchandise bearing the name or likeness of a horse, TRACK shall contact the individual owner or owners of said horse and obtain their consent, and if necessary and appropriate, reasonably compensate said owner or owners for the use of such name, image, or likeness.

TRACK acknowledges that, in the context of simulcasting, televising, and the rebroadcasting of races, the proprietary rights created by the collective image of the race belong to all owners participating in a given race meeting subject to applicable law. By virtue of the California Horse Racing Board's recognition of TOC as the official owners organizations, its Rules and Regulations of Racing, and applicable provisions of California and Federal law, TRACK agrees to negotiate exclusively with TOC as to the consensual use of the collective image of the race for purposes of simulcasting, televising, and the rebroadcasting of races. TRACK shall not

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enter into or seek to enforce any exclusive agreement or contract to simulcast, televise, broadcast or re-broadcast thoroughbred races conducted at TRACK.

TOC, on behalf of all owners participating in TRACK's 2022 Meet, consent to TRACK's use of the collective image for the purpose of promoting, simulcasting, televising, and/or the rebroadcasting of races occurring at the 2022 Meet. TOC consents to TRACK's use of said image without compensation other than that provided by the appropriate provisions of the California Horse Racing Law, the Rules and Regulations of Racing, and/or Federal Interstate Racing Act, excepting races sold by TRACK to network television, cable television, satellite television, closed circuit, computer or interactive wagering, or other commercial enterprises or uses currently developed or to be developed for which TRACK receives compensation, other than that provided by State and/or Federal legislation, including but not limited to, promotional, licensing, or usage fees paid by sponsors. TRACK agrees to obtain TOC's prior consent to such sales or usages and to negotiate a reasonable contribution to overnight purses from the revenues derived by said sale or use. In the event the parties are unable to amicably resolve either the issue of consent or to conclude negotiations with respect to a reasonable contribution, either or both of those issues shall be submitted to binding arbitration before the CHRB Security and Licensing Committee within two weeks after determination that the issue cannot be amicably resolved.

TOC, on behalf of all owners participating in TRACK's 2022 Meet, further agrees that the nomination of or entry of a horse into a race shall be deemed to be authorization for TRACK to use the name, image, or likeness of individual horses for promotion of, attendance at and wagering on such races, whether live or at simulcast locations.

XXVII.

RACE SPONSORSHIPS

TRACK and TOC recognize and agree that race sponsorships are, and continue to be, an important potential source of ancillary revenue and barter. The parties further agree that each wishes to do all it can to attract and satisfy sponsors as a means to ensure that actual and potential sponsors assess such investment as valuable and consistent with their business objectives.

Additionally, TRACK and TOC believe that a fair and equitable division of race sponsorship revenue and barter serves their best interests, and the industry as a whole. Accordingly, for race sponsorships TRACK shall pay to purses or TOC an amount equal to at least one-half of the compensation exchanged, paid to, or earned by TRACK from any sponsor or other entity in consideration for which the sponsor or designated third-party receives the right, whether exclusively or in conjunction with another, to have its name, logo or other identification associated with one or more races conducted at TRACK, whether as an entitled or “presented by” sponsorship.

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XXIII.

DAILY FANTASY SPORTS

TOC contends that Daily Fantasy Sports is a form of wagering and should be treated in substantially the same manner as the distribution of revenues from pari-mutuel wagering conducted at TRACKS. TRACKS and TOC agree that 50% of any revenue generated from Daily Fantasy Sports Contests will be distributed to the purse account.

XXIX.

INTRASTATE SIMULCASTING

Purse money and commissions generated from Intrastate Simulcasting shall be divided in accordance with the applicable provisions of the California *Business and Professions Code.*

XXX.

INTERSTATE SIMULCASTING (EXPORT)

TOC's consent to interstate simulcasting is required in accordance with the Federal Interstate Racing Act of 1978. TRACK has requested the consent of TOC to simulcast the races specified on Exhibit D. TOC's consent to the simulcast of the specified races shall be provided in accordance with the terms and conditions of TOC's consent letters.

TRACK and TOC understand that TRACK may request TOC's consent to simulcast additional races to other interstate satellite locations.

TRACK and TOC agree that Exhibit D to this Agreement may be amended from time to time pursuant to letter agreement executed by TRACK and TOC. Said letter agreement shall include TRACK's request to simulcast to additional satellite locations and TOC's consent thereto. Each request by TRACK shall state the satellite location and the address thereof, the race(s) which TRACK desires to simulcast (in detail, for example, special races, full cards, etc.), the type of races conducted at the simulcast location, for example, quarter horse racing, standardbred racing, dog racing, thoroughbred racing or mixed meets, (TRACK shall indicate if there is no live racing at the simulcast location) and the consideration that TRACK will receive for simulcasting such race(s). Unless otherwise agreed upon, such consideration shall, after payment of California license fees and breeders' awards, be shared equally for purses and commissions. TOC agrees to use reasonable efforts to respond to each request by TRACK within seventy-two (72) hours after receipt of such request by TOC, excluding Saturdays and Sundays.

As a condition of TOC's consent for TRACK to provide the audio-visual signal of its races to locations which engage in phone and/or internet wagering, herein called "ADW" wagering, TRACK shall take all reasonable steps to identify by percentage the handle source. As a further

condition of TOC's consent, TRACK must require its tote vendor with respect to each location that engages in ADW wagering, to agree to and provide to TRACK and TOC within 10 days following the close of TRACK's meet, the breakdown for each location's daily handle as between ADW wager and other than ADW wagers.

TRACK and TOC acknowledge that TRACK enters into End User Agreements with interstate simulcast locations. Such End User Agreements provide, in part, that decoder fees shall be paid to TRACK by the interstate simulcast locations. TOC believes that owners are entitled to share fifty percent (50%) of all net decoder revenue received by the TRACK to be used for purses and retroactive payment of purses. TRACK agrees that TOC's consent to simulcast TRACK's races to interstate simulcast locations provided for herein shall not constitute a waiver of TOC's and owners' rights to pursue whatever legal remedies available which TOC and owners may have to obtain fifty percent (50%) of all net decoder revenue (to be used for purses and retroactive payment of purses) received by TRACK during the 2022 Meet and prior meets conducted by TRACK.

By virtue of the support and cooperation of all California racing associations in 2004 in seeking and obtaining passage of legislation known as A.B. 701, the TOC Board of Directors has resolved to forego any claims to such revenues, past and future, until such time as the statute(s) authorized by passage of said legislation sunsets or is repealed.

XXXI.

INTERSTATE SIMULCASTING (IMPORT)

TRACK and TOC desire to import simulcast races from out-of-state locations. The parties expressly agree that any and all interstate/out-of-state simulcasts imports shall be conducted in a manner consistent with that set forth in California law including, but not limited to, Business & Professions Code Sections 19596.2 and 19601(j). TRACK agrees to provide TOC the contents of any proposed oral agreements and copies of proposed written agreements with out-of-state locations from whom TRACK intends to import races for wagering purposes.

Purse money and commissions generated from wagering on imported races from out-of-state locations shall be divided in accordance with the applicable provisions of the California *Business and Professions Code*.

XXXII.

INTERNATIONAL SIMULCASTING (EXPORT)

TRACK has requested the consent of TOC to the international simulcast of its races as listed on Exhibit E. TOC's consent to the simulcast of the specified races shall be provided in accordance with the terms and conditions of TOC's consent letters.

With respect to international simulcast races, the compensation paid to TRACK shall be divided equally between commissions for and purses at TRACK.

TRACK and TOC understand that TRACK may request TOC's consent to simulcast additional races to other foreign satellite locations. TRACK and TOC agree that Exhibit E to this Agreement may be amended from time to time pursuant to letter Agreement executed by TRACK and TOC. Any amendments to Exhibit E must comply with the provisions outlined in Article XXVIII.

XXXIII.

INTERNATIONAL SIMULCASTING (IMPORT)

TRACK and TOC desire to import simulcast races from out-of-country locations. The parties expressly agree that any and all international/out-of-country simulcasts imports shall be conducted in a manner consistent with that set forth in California law including, but not limited to, Business & Professions Code Sections 19596.3 and 19601(j). TRACK agrees to provide TOC the contents of any proposed oral agreements and copies of proposed written agreements with out-of-country locations from whom TRACK intends to import races for wagering purposes.

Purse money and commissions generated from wagering on races imported from out-of-country locations shall be divided in accordance with the applicable provisions of the California *Business and Professions Code.*

XXXIV.

INTRASTATE ADVANCE DEPOSIT WAGERING ("ADW")

Track has requested the consent of TOC to the simulcast of races conducted at Track during each individual race meet which takes place during the Term for the purposes of intrastate advance deposit wagering by and/or wagering instructions to California licensed advance deposit wagering providers pursuant to California Business & Professions Code, section 19604(b)(1)(C) and the Interstate Horseracing Act, 15 USC 3001, et. Seq. TOC shall provide its consent on a case-by-case basis for each ADW provider by a separate consent letter.

XXXV.

RECEIVING BARN

TRACK agrees that it will at all times during the term hereof maintain the receiving barn in a clean and orderly condition.

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XXXVI.

CHANGES TO RACE AND ELIGIBILITY REQUIREMENTS

Except as expressly authorized herein, absent prior written consent of TOC, TRACK shall not, during the pending race meeting, implement or put in place any change to the overnight purse structures, minimum purses awards, minimum claiming levels, or eligibility requirements, that were utilized during TRACK's 2022 Meet, nor shall TRACK change or modify the conditions of the meeting set forth on TRACK's stall application form or contained within the Condition Books that were utilized during TRACK's 2022 Meet.

XXXVII.

CREDENTIALS

TRACK agrees to provide owner/trainer stickers or other appropriate credentials to all licensed personnel either employed on or with horses stabled on the grounds, at an authorized auxiliary stabling facility, or whose horse has competed or is scheduled to compete at the 2022 Meet.

TRACK shall provide free Clubhouse admission to owners with a current valid CHRB license validated by the Racing Department of any Racing Association in California.

TRACK further agrees to issue to all TOC Board members and its President and Executive Director, VIP or "officials" credentials for the 2022 Meet, including but not limited to, an "official's" pin and Vessels Club, or equivalent, guest pass. All other TOC-authorized personnel, up to a maximum of five (5) shall receive an "official's" credential.

TRACK agrees to provide to the owner or owners of a horse competing in a race, on the day of the race, at a minimum, free clubhouse seating for a maximum of eight (8) persons per horse competing.

XXXVIII.

FUTURE RACE MEET AGREEMENTS

TOC will submit a Race Meet Agreement for the Next Year Meet to TRACK at least three (3) months prior to the first (1st) day of the Next Year Meet. TRACK shall notify TOC within 21 days of receipt of the Race Meet Agreement for the Next Year Meet of any specific objections of TRACK to such Race Meet Agreement. If TRACK notifies TOC of objections to the Race Meet Agreement for the Next Year Meet, then TOC and TRACK shall meet within 14 days thereafter in a good faith effort to reach agreement on the Race Meet Agreement for the Next Year Meet and, if no such agreement can be reached within 30 days after receipt of the original objections TOC

and TRACK shall submit such objections for hearing before the CHRB pursuant to Article XVI herein.

XXXVIX.

NOTICES

Notices required to be given under this Assignment shall be sent by certified mail, return receipt requested, postage prepaid as follows:

(a) If to TRACK: Mr. Jack Liebau
Vice President
Los Alamitos
4961 E. Katella Avenue
Los Alamitos California 90720

(b) If to TOC: Mrs. Mary Forney
Executive Director
Thoroughbred Owners of California
285 W. Huntington Drive
Arcadia, CA 91007

XL.

SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and inure to benefit of the parties hereto and their successors and assigns. This Agreement is intended to fully comply with Sections 2041 and 2042, Article 22 of Title 4, Chapter 4 of the Administrative Code (Rules and Regulations of the California Horse Racing Board).

XLI.

MODIFICATIONS

This Agreement constitutes the entire agreement between the parties hereto and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the parties hereto. The parties acknowledge that no representations, inducements, promises, agreements or warranties, either oral or otherwise, have been made to them, or anyone acting on their behalf, which are not embodied in this Agreement, and that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement, or warranty. It is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever except

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3rd PARTY LASIX ADMINISTRATION AGREEMENT

This 3rd Party Lasix Administration Agreement (this "Agreement") is entered into as of March 10, 2022 (the "Effective Date") by and between LA County Fair at Los Alamitos Racing Association ("TRACK"), the Thoroughbred Owners of California, Inc. ("TOC"), and the California Thoroughbred Trainers, Inc. ("CTT") and each individually a "Party" and collectively the "Parties".

RECITALS

A. CHRB Rule 1845 requires that the Parties enter into an agreement to provide for race-day furosemide administration.

B. CHRB Rule 1845 further requires that the agreement described TRACK's program for the administration of race day furosemide, the minimum level of staffing necessary to carry out the program, and the projected costs to horsemen for such administration.

C. The Parties intend for this Agreement to comply with and satisfy the requirements of CHRB Rule 1845.

AGREEMENT

With reference to the foregoing Recitals, which are hereby incorporated by reference, and in exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledge, TRACK, TOC and CTT do hereby agree as follows:

1. **TERM** This Agreement shall take effect on March 10, 2022 and shall continue through December 31, 2022 (the "Term"). If the Parties have not entered into a new agreement which satisfies the requirements of CHRB Rule 1845 prior to the conclusion of the Term, the terms and conditions set forth in this Agreement shall continue to remain in effect and binding on the Parties after the Term until such time that the Parties enter into such a new agreement or until any Party terminates this Agreement upon twenty-four (24) hours' notice.

2. **COST TO HORSEMEN** The owner shall pay to TRACK (on a per administration basis) an amount equal to thirty-five dollars ($35) for the administration of race day furosemide to such owner's horse ("Lasix Administration Fee"). The Paymaster of Purses will deduct the Lasix Administration Fee from such owner's purse account and remit it to TRACK. By way of this Agreement, all owners hereby consent for the Paymaster of Purses to deduct the Lasix Administration Fee from such owner's purse account and remit it to TRACK. TRACK may increase the Lasix Administration Fee if there is a material increase in cost to administer the race day furosemide program; provided, however, that such increase must first be approved, with such approval not being unreasonably withheld, by the TOC.

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3. **NUMBER OF VETERINARIANS AND TECHNICIANS** TRACK shall initially hire two (2) furosemide veterinarians and two (2) furosemide veterinary technicians to administer the race day furosemide. The furosemide veterinary technicians shall report to the furosemide veterinarian. If TRACK decides, after consultation with the TOC and CTT that additional furosemide veterinarians or furosemide veterinary technicians are necessary for the proper and orderly administration of race day furosemide, TRACK shall hire such additional number of furosemide veterinarians or furosemide veterinary technicians as it deems necessary.

4. **RACE DAY LASIX ADMINISTRATION PROGRAM**

a. By way of this Agreement, each individual Thoroughbred Owner does hereby consent to the procedures set forth in this Agreement and agrees that the pre-race examination conducted under the direction of the official veterinarian or racing veterinarian shall constitute a veterinary-client-patient relationship within the meaning of 16 CCR 2032.1.

b. The syringe used to administer the furosemide shall be placed in an evidence/biohazard tamper-proof bag which will be sealed in front of the witnesses. The witnesses shall sign the sealed evidence/biohazard tamper-proof bag. The sealed and signed evidence/biohazard tamper-proof bag containing the syringe will be delivered to the CHRB. The TOC and CTT, each jointly and severally, agree to indemnify TRACK and its affiliates, members, partners, shareholders, officers, directors, employees, attorneys and agents, from and against any and all claims, demands, suits, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising from or related to any and all acts taken or not taken by the CHRB, tampering, contamination, loss, destruction, theft and any and all other actions or inactions related to the evidence bag and/or syringe after TRACK has delivered the evidence bag and syringe to the CHRB.

c. Additional terms and conditions of the Race Day Lasix Administration Program are attached as Exhibit A and Exhibit B which are hereby incorporated into this Agreement.

5. **TOC and CTT COVENANTS**

a. The TOC covenants that it will take all steps necessary to ensure that all Thoroughbred owners take all steps necessary to comply with: i) the terms of this Agreement and ii) all statutes, laws and regulations which are necessary for the Thoroughbred owner to comply with in order to effectuate the purpose of this Agreement.

b. The CTT covenants that it will take all steps necessary to ensure that all Thoroughbred Trainers take all steps necessary to comply with: i) the terms of this Agreement and ii) all statues, laws and regulations which are necessary for the Thoroughbred Trainer to comply with in order to effectuate the purpose of this Agreement.

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6. MISCELLANEOUS

a. Entire Agreement; Amendment. This Agreement, including the Exhibits, contains the entire understanding of the Parties relating to the subject matter hereof, supersedes any and all prior or contemporaneous agreements or understandings, either oral or written, and may not be changed or terminated orally. Except as specifically provided herein, this Agreement may be amended only by a writing signed by the Parties.

b. Applicable Law. This Agreement, including all matters of construction, validity and performance, shall be governed, construed and enforced in accordance with the laws of the State of California, as applied to contracts executed and to be fully performed in California by citizens of California and without reference to principles of conflicts of law. Venue of any action arising out of this Agreement shall be heard first in an applicable state court of California and absent jurisdiction in such state court, then in the applicable federal court of California.

c. Waiver; Remedies. The failure by one Party to require performance of any provision of this Agreement shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver by one Party of a breach by another Party be considered a waiver of any or all subsequent breaches by the breaching Party. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided by law, equity, statute, or in any other agreement between the Parties, or otherwise.

d. Counterparts. This Agreement and all amendments hereto may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument, TRACK, TOC and CTT agree that copies of this Agreement sent by email (in PDF or similar format) or fax, and the signatures thereon, shall be deemed valid executed originals of this Agreement.

e. Severability. Any provision hereof prohibited by, or unlawful, or unenforceable under any applicable law, rule or regulation shall be ineffective without affecting any other provision or enforcement of this Agreement.

f. No Third Party Beneficiaries. Except with respect to the indemnification obligations set forth in this Agreement, the provisions of this Agreement are not intended to be for the benefit of, or enforceable by, any party other than TRACK, TOC and CTT. Except for TRACK, TOC and CTT, no person shall have any right to rely upon or enforce any of the terms and provisions of this Agreement other than the indemnification obligations set forth in this Agreement.

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The Parties have entered into this Agreement as of the date first written above.

LA COUNTY FAIR AT LOS ALAMITOS RACING ASSOCIATION

By: _____
Name:
Title: Manager

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

By: _____
Name: Mary W. Forney
Title: Executive Director

CALIFORNIA THOROUGHBRED TRAINERS, INC.

By: _____
Name:
Title:

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3rd PARTY LASIX ADMINISTRATION AGREEMENT

1. **EXHIBIT A**
   LOS ALAMITOS FUROSEMIDE PROTOCOL – ATTACHED

2. **EXHIBIT B**
   MEDICATION ADMINISTRATION PROTOCOL – ATTACHED

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EXHIBIT A

LOS ALAMITOS FUROSEMIDE PROTOCOL

Furosemide (Lasix/Salix) may be administered on race day only if the horse is registered on the CHRB authorized bleeder medication list as provided for pursuant to 4 CCR 1845. If a horse is not registered on the CHRB authorized bleeder medication list, as provided pursuant to 4 CCR 1845 the horse may not receive furosemide on race day. The following rules shall govern the use of race day furosemide:

1. Race day furosemide shall only be administered by the furosemide veterinarian or furosemide technician. Any horse which receives race day furosemide from any person other than the furosemide veterinarian or furosemide technician shall be scratched from the race.

2. All horses to be administered race day furosemide must be registered on the CHRB authorized bleeder medication list even if they have raced in other jurisdictions on race day furosemide.

3. The Stewards shall scratch a horse if they are unable to determine that a horse on the authorized bleeder medication list has been administered furosemide prior to a race, or that furosemide was administered to a horse less than four hours prior to the post time of a race that horse is entered to run.

4. Furosemide is the only authorized race day medication at a single IV dose between 150mg-250mg (3cc to 5cc). A horse registered to be administered furosemide shall receive 250 mg of furosemide intravenously unless an alternative dose of not less than 150 mg and not more than 250mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.

5. A horse registered on the official authorized bleeder medication list must remain on the list unless the trainer or owner's veterinarian requests the horse be removed. The request must be made using the applicable CHRB form, and which must be submitted to the official veterinarian and approved prior to the time of entry. A horse removed from the authorized bleeder medication list may not be placed back on the list for a period of 60 calendar days unless the official veterinarian determines it is medically necessary for the horse. If a horse is removed from the authorized bleeder medication list a second time in a 365-day period, the horse may not be placed back on the list for a period of 90 calendar days.

6. Horses registered on the authorized bleeder medication list which run in jurisdictions that do not allow the use of furosemide on race day do not require re-registering upon returning to California. A horse registered on the CHRB authorized bleeder medication list must receive furosemide. Failure to receive furosemide while registered in the CHRB authorized bleeder medication shall result in the horse being scratched from the race.

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7. The trainer of any horse to be entered in a race at Los Alamitos shall report any previous or current incidents of exercise induced pulmonary hemorrhage and any previous adverse reactions to furosemide to the furosemide veterinarian and the CHRB official veterinarian.

8. As it relates to all horses that are entered to race on any given day and that are either stabled at Los Alamitos or have arrived at Los Alamitos no later than 4:30 am of race day, the trainer shall post the applicable CHRB detention stall sign on the horse's stall no later than 4:30 am of race day. Notwithstanding the generality of the foregoing, if Los Alamitos personnel announce an earlier time for posting the CHRB detention stall sign for any particular race day, all trainers shall be required to post the applicable CHRB detention stall sign at such earlier time.

9. As it relates to all horses that are entered to race on any given day and that are not stabled at Los Alamitos or have not arrived at Los Alamitos by 4:30 am of race day, the trainer shall post the applicable CHRB detention stall sign on the horse's stall at the off-site stabling facility and at the stall at Los Alamitos that the horse will occupy prior to the race no later than 4:30 am of race day. Notwithstanding the generality of the foregoing, if Los Alamitos personnel announce an earlier time for posting the CHRB detention stall sign for any particular race day, all trainers shall be required to post the applicable CHRB detention stall sign at such earlier time. All horses that are stabled at an off-site stabling facility must arrive at Los Alamitos no later than five (5) hours prior to post time of the race for which it is entered.

10. Regardless of the time of arrival at Los Alamitos, if the horse is not stabled at Los Alamitos, Los Alamitos security officers which are assigned to the gate(s) through which horses arrive from other locations shall maintain a log depicting the horse's name, time of arrival, scheduled race number and post time. In the event that a horse arrives less than five (5) hours prior to the scheduled post time for its race, the security officer shall notify the Stewards and racing secretary of the late arrival.

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EXHIBIT B
MEDICATION ADMINISTRATION PROTOCOL

1. Furosemide Veterinarians highlight their assigned horses on treatment sheet.

2. The furosemide coordinator, furosemide veterinarians and furosemide technicians shall review treatment assignments by performing a roll call of each horse in each race to verify that:

   a. All furosemide eligible horses are assigned to a veterinarian or technician.
   b. Only one furosemide veterinarian or technician is assigned to each horse.
   c. Furosemide ineligible horses are not assigned for furosemide treatment.
   d. Scratches, medication status changes and stall assignments changes are accurately recorded by all.

3. Furosemide shall be administered only after: a) the trainer, owner, or the owner's veterinarian has consulted with the furosemide veterinarian regarding the condition of the horse, and b) the furosemide veterinarian has examined the horse sufficiently to establish a veterinary-client-patient relationship in accordance with 16 CCR 2032.1.

4. Furosemide administration shall be performed in the horses' stalls between 4 ½ to 4 hours prior to the published post time for the race in which the horse is entered. Veterinarians, or technicians, are not to administer furosemide after the 4 hour deadline unless authorized by the Stewards.

5. If a horse is not in its assigned barn/stall when treatment is attempted, the veterinarian, or technician, is to promptly notify the furosemide coordinator who shall contact the Stewards (to have them determine the location of the horse) and then advise the veterinarian, or technicians, of the horses' status / location.

6. If no attendant is present, the horse will not be treated. The veterinarian, or technician, will radio the furosemide coordinator who shall notify the Stewards and request instruction.

7. Administration of the medicine.

   a. The furosemide veterinarian, or technician, shall:

      i. Advise the attendant that he/she is present to administer furosemide and state the horse's name and race number.

      ii. Notify the furosemide coordinator (via telephone or radio) that he/she is preparing to treat the horse by stating the race number, horse's program number, and the horse's name. If all information is correct, the furosemide coordinator shall respond with an affirmation for the veterinarian, or technician, to proceed. If any information is not correct, the

furosemide coordinator shall notify the Stewards and inform the veterinarian, or technician, of the Stewards instructions.

iii. Confirm the horse's identify by tattoo inspection. The trainer's attendant shall display the tattoo as the furosemide veterinarian, or technician, shall not contact a horse's mucous membranes unless wearing disposable exam gloves. If the lip tattoo is illegible or no tattoo is present, the furosemide veterinarian, or technician shall use the horse's physical description (as provided in the InCompass printout) to verify its identity. The furosemide veterinarian, or technician, shall notify the furosemide coordinator and a note will be made on the Horse ID sheet. Microchip readers will be used to identify horses when microchips are widely available.

**If the identify of a horse cannot be verified, the veterinarian, or technician, shall notify the furosemide coordinator who shall notify the Stewards and wait for further instruction.

b. Trainers are required to have an attendant present when a horse is administered race day furosemide to:

i. Catch and hold the horse.

ii. Display the tattoo to the furosemide veterinarian, or technician; or, if applicable, assist in identifying the horse through physical description or microchip reader.

iii. Assist, upon the instruction of the furosemide veterinarian, or technician, with the administration of the furosemide.

iv. Perform any additional functions necessary and related to the administration of the race day furosemide.

c. A horse registered to be administered furosemide shall receive 250mg of furosemide intravenously unless an alternative dose of not less than 150mg and not more than 250mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.

d. To administer the medication the furosemide veterinarian, or technician, shall:

i. At the discretion of the administering veterinarian, or technician, use alcohol swabs to assist in visualization of the jugular vein.

ii. The veterinarian, or technician, requests the attendant to elevate the horse's head to position it so that the jugular vein is accessible and easily visualized.

iii. The injection site is the proximal third of the left jugular vein, but distal to Viborg's triangle. Right sided administration may be performed if warranted by condition of the left vein or at the request of the trainer. Right sided administration is to be noted on the Horse Identification Program.

iv. The veterinarian occludes and visualized the jugular vein, directs the needle cranially and aspirated to verify needle placement. Aspiration is repeated as necessary to confirm correct needle placement.

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**In the event of an adverse reaction or other emergency related to the administration of furosemide, the furosemide veterinarian, or technician, who administered the furosemide shall attend the horse until the arrival of the owner's veterinarian.

8. After the medicine has been administered, the furosemide veterinarian, or technician, shall:

a. Notify the official veterinarian of the treatment of the horse. Such notification shall be made on the applicable CHRB form and given no later than two hours prior to post time of the race for which the horse is entered.

b. Comply with all record keeping requirements of 16 CCR 2032.3.

c. Complete recording of information on the Horse Identification Program with:

i. Time of administration.
ii. Barn/stall (if not previously noted)
iii. Furosemide dose.
iv. Attendant's California CHRB license number or Stable Badge number. If the attendant has no form of photo identification, the veterinarian will inform the furosemide coordinator who will notify the Stewards.

d. Secure the attendant's signature on the Horse Identification Program.

e. All parties present during the administration of furosemide shall certify in writing that they have witnessed the furosemide administration by signing the applicable CHRB form. The furosemide veterinarian, or technician, shall place the syringe used to administer the race day furosemide in an evidence/biohazard tamper-proof bag which will be sealed in front of the witnesses. The witnesses shall sign the sealed evidence/biohazard tamper-proof bag. The evidence/biohazard tamper-proof bag shall be labeled with:

i. Name of horse.
ii. Name of trainer.
iii. Date and time of furosemide administration.

f. The sealed and signed evidence/biohazard tamper-proof bag containing the syringe will be delivered daily to the CHRB investigator's office or such other location as directed by CHRB.

g. A summary of events shall be written by the administering veterinarian, or technician, and provided to the Racing Secretary.

in writing duly executed by an authorized representative of each party.

XLII.
INTERPRETATION

This Agreement has been jointly negotiated and drafted by the Parties and, in construing and interpreting this Agreement, no provision shall be construed or interpreted for or against any of the Parties because such provision, or any other provision, or the Agreement as a whole, was purportedly drafted by a particular Party.

XLIII.
RESERVATION OF RIGHTS

The terms of this Agreement shall be without prejudice to the abilities of the parties to challenge, by legal proceedings or otherwise, any rights, obligations or privileges which are the subject hereof upon termination of this Agreement, and the parties hereto shall not be deemed to waive or abridge any rights, claims or privileges following such termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly-authorized officers.

LOS ALAMITOS

5-3-2022
Dated:

Mr. Jack Liebau
Vice President

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

5/3/2022
Dated:

Mary Forney
Executive Director

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EXHIBIT A

2022

LOS ALAMITOS RACE COURSE
STAKES SCHEDULE

Closing Tuesday, June 14, 2022

Saturday, June 25, 2022 — $100,000 Guaranteed

BERTRANDO STAKES (Cal Bred)
For Three Year Olds and Upward
One Mile

Closing Tuesday, June 28, 2022

Saturday, July 9, 2022 — $125,000 Guaranteed

LOS ALAMITOS DERBY
For Three Year Olds
One Mile And One Eighth

Closing Tuesday, June 28, 2022

Monday, July 4, 2022 — $200,000 Guaranteed

GREAT LADY M STAKES - Grade II
For Fillies And Mares Three Year Olds and Upward
Six And One Half Furlongs

The Los Alamitos Derby and the Great Lady M will not be carded if there are less than five betting interests.

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EXHIBIT B
2022 OVERNIGHT SCHEDULE

LA PURSES SUMMER 2022

TYPE	PURSE	X	TYPE 1	PURSE 1
		X		
MDN CLM 20,000	$20,000.00		SA 20,000 NW2 LIFETIME	$28,000.00
MDN CLM 30,000	$22,000.00		CLM 32,000 NWY	$33,000.00
MDN CLM 40,000	$26,000.00		CLM 25,000 NW2 LIFETIME	$25,000.00
MDN CLM 50,000	$30,000.00		CLM 25,000	$28,000.00
MDN CLM 75,000	$34,000.00		SA 25,000	$28,000.00
MDN ALW	$45,000.00		CLM 32,000	$35,000.00
			SA 40,000 NW2 LIFETIME	$30,000.00
CLM 6,250 NW2 CLAUSE OR YEAR	$12,000.00		CLM 40,000	$36,000.00
CLM 6,250	$13,000.00		CLM 50,000	$38,000.00
CLM 8,000 NW2 CLAUSE OR YEAR	$15,000.00		SA 50,000 NW2 LIFETIME	$32,000.00
SA 8,000	$16,000.00		CLM 62,500	$40,000.00
CLM 8,000	$16,000.00			
CLM 10,000 NW2 CLAUSE OR YEAR	$16,000.00			
CLM 10,000	$17,000.00		ALW 1X OPT/CLM 40-80	$47,000.00
CLM 12,500 NW2 CLAUSE OR YEAR	$18,000.00		ALW 2X OPT/CLM 62,500	$49,000.00
CLM 12,500	$20,000.00		ALW 3X OPT/CLM 80,000	$53,000.00
SA 12,500	$20,000.00		OVERNIGHT STAKE	$75,000.00
CLM 16,000 NW2 LIFETIME	$19,000.00		STAKES	$100,000.00
CLM 16,000	$21,000.00			
SA 16,000	$21,000.00			
CLM 20,000	$24,000.00			

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EXHIBIT C
FIRE & DISASTER INSURANCE

Attached Hereto

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EXHIBIT D
INTERSTATE SIMULCASTS

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EXHIBIT E
INTERNATIONAL SIMULCASTS

D. All service contractors and concessionaires have valid state, county, or city licenses authorizing each to engage in the type of service to be provided and have valid labor agreements, when applicable, that remain in effect for the entire term of the meeting, except as follows (if no exceptions, so state): No exceptions

E. Absent natural disasters or causes beyond the control of the fair, its service contractors, concessionaires, or horsemen participating at the meeting, no reasons are believed to exist that may result in a stoppage to racing at the meeting or the withholding of any vital service to the fair, except as follows (if no exceptions, so state): No exceptions

NOTICE TO APPLICANT: Pursuant to CHRB Rule 1870 and Rule 1871, the CHRB shall be given fifteen (15) days' notice in writing of any intention to terminate a horse racing meeting or the engagements or services of any licensee, approved concessionaire, or approved service contractor.

23. CERTIFICATION BY APPLICANT

I hereby certify under penalty of perjury that I have examined this application, that all of the foregoing statements in this application are true and correct, and that I am authorized by the fair to attest to this application on its behalf.

X F. Jack Liebau

Signature

F. Jack Liebau	Vice President	3/24/2022
Print Name	Print Title	Date

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Agenda Item 8

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD REGARDING APPROVAL OF AN AGREEMENT, PURSUANT TO CHRB RULE 1581, RACING SECRETARY TO ESTABLISH CONDITIONS, BETWEEN THE CALIFORNIA AUTHORITY OF RACING FAIRS (CARF) AND THE THOROUGHBRED OWNERS OF CALIFORNIA (TOC), PACIFIC COAST QUARTER HORSE RACING ASSOCIATION (PCQHRA), AND THE ARABIAN RACING ASSOCIATION OF CALIFORNIA (ARAC) REGARDING ENTRY CONDITIONS AND SPECIFIED DRUG SUBSTANCES OR MEDICATIONS TO BE IMPLEMENTED BY CARF AT ALL AFFILIATED FAIRS.

Regular Board Meeting
May 19, 2022

ISSUE:

California Horse Racing Board (Board) Rule 1581, Racing Secretary to Establish Conditions, allows the racing secretary to establish the conditions for any race run during the race meeting. In instances where the racing secretary wishes to set a condition based on a participating horse's use or non-use of a drug substance or medication, or the presence or lack of presence of a drug substance or medication, the association must first obtain approval from the horseman's organization and the Board. Beginning in March 2019, all racing associations in California have come to the Board seeking approval of agreements with the respective horseman's organizations involving the mandatory stand down for intra articular injections.

BACKGROUND:

Business and Professions Code (BPC) section 19440 provides that the Board shall have all powers necessary and proper to enable it to carry out fully and effectually the purposes of the Horse Racing Law. Responsibilities of the Board shall include, but not be limited to, adopting rules and regulations for the protection of the public and the control of horse racing and pari-mutuel wagering. BPC section 19590 states the Board shall adopt rules governing, permitting, and regulating wagering on horse races under the system known as the pari-mutuel method of wagering. BPC section 19562 provides that the Board may prescribe rules, regulations and conditions, consistent with the provisions of this chapter, under which all horse races with wagering on their results shall be conducted in California.

ANALYSIS:

The ability to set conditions on a race is governed by Board Rule 1581. Rule 1581 states:

The racing secretary may establish the conditions for any race, the allowances or handicaps to be established or specific races, the procedures for the acceptance of entries

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and declarations, and such other conditions as are necessary to provide and conduct the association's race meeting. Any conditions that are based on a participating horse's use or non-use of a drug substance or medication, or the presence or lack of presence of a drug substance or medication in a biological test sample taken from a participating horse, shall be agreed to in advance in writing by the acknowledged horsemen's organization, which, in the case of quarter horses, shall be the owner's organization, and approved by the Board before entries are taken for the race. If such conditions are based on the results of a biological test sample other than an official test sample collected by the CHRB, a description of the testing methods and procedures the racing association or fair will use to collect and analyze the biological test samples shall be submitted to the Board for approval. For purposes of this section "biological test sample" refers to any biological sample, including but not limited to, blood, urine, hair, tissue, or saliva, that is taken from a horse.

Pursuant to Board Rule 1581, any condition involving medication must be agreed to by the horsemen's organizations. Additionally, any agreement must be approved by the Board before entries are taken. Here, the California Authority of Racing Fairs (CARF) has entered into an agreement with the Thoroughbred Owners of California (TOC), Pacific Coast Quarter Horse Racing Association (PCQHRA), and the Arabian Racing Association of California (ARAC) to prohibit a horse from entering a stakes race conducted with any race-day medication, including furosemide.

RECOMMENDATION:

This item is presented for Board discussion and action.

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a California joint powers agency

1776 Tribute Road, Suite 150
Sacramento, CA 95815
Office: 916.263.3346 Fax: 916.263.3341
www.calfairs.com

CHRB Rule 1581 Agreement

Effective Date: April 6, 2022

PARTIES:
Arabian Racing Association of California ("ARAC")
240 Joseph Lane
Pleasanton, CA 94588

AND

Pacific Quarter Horse Racing Association ("PCQHRA")
PO Box 919
Los Alamitos, CA 90720

AND

Thoroughbred Owners of California ("TOC")
285 W. Huntington Drive
Arcadia, CA 91007

AND

California Authority of Racing Fairs ("CARF")
1776 Tribute Road, Suite 150
Sacramento, CA 95815

RECITALS:

A. CARF is a racing association licensed to operate Arabian, Thoroughbred, and Quarter horse racing at the following locations: Alameda County Fair (Pleasanton, CA), California State Fair (Sacramento, CA), Humboldt County Fair (Ferndale, CA), The Big Fresno Fair (Fresno, CA). ARAC, TOC, and PCQHRA represent the collective interests of all California Arabian, Thoroughbred, and Quarter horse owners.

B. CARF, ARAC, TOC, and PCQHRA desire to enter into an agreement in which new rules and regulations are approved in order for CARF to be consistent with International Federation of Horse Racing Authorities ("IFHA"), and this

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agreement is intended to satisfy the requirements set forth in Rule 1581 of the California Horse Racing Board Rules.

C. The purpose of this agreement is to protect the safety and welfare of horses and riders and to enhance public confidence in the integrity of the sport of Arabian, Thoroughbred, and Quarter horse racing.

AGREEMENT:

1. No horse, of any age, shall be permitted to race in a "Stakes Race" conducted by any of the Racing Associations from January 1, 2022 through December 31, 2022 with any race-day medication, which includes, without limitation, the use of furosemide (e.g. Lasix). A "Stakes Race" shall include all graded stakes races, listed stakes races, overnight stakes races, state-bred stakes races, and restricted stakes races.

2. Every horse within the enclosure and every horse at a CARF auxiliary training facility is subject to out-of-competition testing ("OOCT") by CARF veterinary professionals and no owner, trainer or other person having the care of a horse shall refuse to submit such for testing.

3. All parties agree to strict limitations on the use of any analgesic and anti-inflammatory medications during racing and training.

4. No horse which has been administered a non-steroidal anti-inflammatory medication within the previous 48 hours shall participate in a race at a CARF facility or a recorded work at a CARF facility or any of its auxiliary training facilities. All parties agree OOCT may be conducted to verify compliance.

5. A commitment to continuing collaboration for improving the safety and welfare of horses and riders.

6. The parties will file this agreement with the California Horse Racing Board ("CHRB") and support approval.

7. This Agreement covers CARF's 2022 summer race meet (the "Meet") and shall expire on the last day that a Thoroughbred racehorse is permitted to be in a CARF facility enclosure or at a CARF auxiliary training facility as part of the Meet.

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California Authority of Racing Fairs

By: _____

Larry Swartzlander
Executive Director

Dated: 4/6/22

Thoroughbred Owners of California

By: _____

Mary Forney
Executive Director

Dated: 4/15/22

Arabian Racing Association of California

By: _____

Cory Soltau
President

Dated: 4/21/22

Pacific Quarter Horse Racing Association

By: Dino Perez

Dino Perez
President

Dated: 4/18/22

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Agenda Item 9

STAFF ANALYSIS
May 19, 2022

DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE ALAMEDA COUNTY FAIR AT PLEASANTON, COMMENCING JUNE 15, 2022, AND CONTINUING THROUGH JULY 12, 2022

The Alameda County Fair (ACF) has filed an application for license to conduct a horse racing meeting at Pleasanton as part of the 2022 combined fair horse racing meeting as follows:

- June 15 through July 12, 2022, with 13 race days, the same as in 2021. The ACF proposes to race a total of 133 races, 31 more than in 2021. Live-racing begins June 17, 2022.

- At its March 2022 regular meeting, the Board heard and approved a request from the California Authority of Racing Fairs (CARF) to designate the 2022 allocated race dates of the ACF (6/15/22–7/12/22), California Exposition and State Fair (CalExpo) (7/13/22–8/2/22), Humboldt County Fair (8/17/22–8/30/22), and The Big Fresno Fair (10/5/22–10/18/22) as a combined fair horse racing meeting. The 2022 combined fair race meeting allows for the extended distribution time of the carryover pool.

June 2022						
Sun	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	**17**	**18**
19	20	21	22	23	**24**	**25**
26	27	28	29	30		

July 2022						
Sun	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**
					1	**2**
3	**4**	5	6	7	**8**	**9**
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

- Racing Fridays through Sundays, and Monday, July 4th. Nine races on Fridays and Monday, and 11 races on Saturdays and Sundays.

- Average number of runners per race, by breed, for 2021 race meeting:
  - Thoroughbred: 5.86
  - Quarter horse: N/A
  - Arabian: 5.75
  - Mule: N/A

- First post 1:45 p.m. on weekdays and weekends.

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- Wagering program will use CHRB and Association of Racing Commissioners International rules.
  - Early wagering will not be offered.
  - $1 TRI and $0.10 SF when applicable.
  - $.50 PNP4 on first four races and last four thoroughbred races each day.
  - $.50 PNP5 on last five thoroughbred races each day, with 100% major pool paid for 5 of 5. If no 5 of 5, 75% carryover and 25% minor pool to most winners.
  - $.20 PNP6 on last six thoroughbred races each day. 100% pool paid and any prior carryovers for unique ticket selecting six winners. If no unique ticket selects six winners, then 40% minor pool that day is paid to tickets selecting the most winners, and 60% major pool will be added to the carryover.
  - $.20 Pentafecta (Super High 5) selecting first five finishers in same race. 100% pool paid and any prior carryovers paid for a unique ticket selecting the first five finishers. If no unique ticket selects the first five finishers, then 40% minor pool paid to tickets selecting the first five finishers, and 60% of major pool will be added to the carryover. If no ticket selects first five finishers, 100% of the pool will be added to carryover. Super High 5 will be carded on last race of the day.

- The advance deposit wagering (ADW) providers are Churchill Downs Technology Initiatives Company (CDTIC) dba BetAmerica; CDTIC dba TwinSpires; ODS Technologies, L.P. dba TVG Network; Watch and Wager; and XpressBet, LLC (Xpressbet).

  Pursuant to Business and Professions Code (BPC) section 19604, specific provisions must be met before an ADW provider can accept wagers.

  Summary of BPC Section 19604

  *To accept wagers on races **conducted in California** from a resident of California:*
  - The ADW provider must be licensed by the Board.
  - A written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made.
  - The agreement shall have been approved in writing by the horsemen's organization responsible for negotiating purse agreements for the breed on which the wagers are made.

  *To accept wagers on races **conducted outside of California** from a resident of California:*
  - The ADW provider must be licensed by the Board.
  - There is a hub agreement between the ADW provider and one or both of (i) one or more racing associations or fairs that together conduct no fewer than five weeks of live racing on the breed on which wagering is conducted during the calendar year during which the wager is placed, and (ii) the horsemen's organization responsible for negotiating purse agreements for the breed on which wagering is conducted.

- No documents have been received in compliance with BPC section 19604.

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- Simulcasting conducted with other out-of-state racing jurisdictions, pursuant to BPC section 19602, and with authorized locations throughout California.

- Requests that Gary Greiner horse identifier pursuant to Board Rule 1525, Racing Officials Appointed by the Board.

- Inspection of backstretch worker housing was completed on April 3, 2022.

- A preliminary track safety inspection was completed on May 3, 2022 but due to the track being sealed, a follow up inspection will need to occur closer to the start of the race.

- A fire clearance dated March 3, 2022 was submitted along with a request for an exemption from the requirements of CHRB Rule 1927. Specifically, they are requesting an exemption that the inspection occur within 45 days of the race meet and an exemption for the requirement that all facilities be equipped with automatic sprinklers.

Specific information **still needed** to complete this application:

1. Signed 2022 ADW agreements with BetAmerica, TVG Network, TwinSpires, Watch and Wager, and Xpressbet. (11B)
2. Approval of ADW agreements from the Arabian Racing Association of California (ARAC). (11C)

RECOMMENDATION:

This agenda item is presented for Board discussion and action.

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May 3, 2022

California Horse Racing Board
Attn: Scott Chaney
Executive Director

Mr. Chaney:

The following information is provided for you in response to the items missing from the 2022 Race Meet Applications for the Alameda County Fair.

CARF has not yet received ADW rate approval from the Thoroughbred Owners of California (TOC), as required by the TOC agreement. Since CARF fairs are no longer included in the Monarch-California bundled contract, CARF is negotiating and signing agreements for racing fair content.

Each content manager representing an ADW provider also contracts for dozens of national and international tracks/entities. Per the direction of content managers Churchill Downs Incorporated, NYRA Content Management Services and Monarch, the account wagering agreements are signed in conjunction with agreements for other standard simulcasting content for the tracks they represent. As such, a rate negotiation issue with any one track or simulcast location delays our account wagering agreements.

ARAC and PCQHRA ADW approvals will also be forthcoming upon receipt of TOC ADW approval.

Pending TOC approval, CARF plans to have all account wagering agreements signed prior to Pleasanton's license hearing.

TOC and CTT agreements will be completed this week. There are no areas of dispute.

Regards,

Larry A. Swartzlander
Executive Director, CARF

Cc:
TOC
CTT

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CALIFORNIA AUTHORITY OF RACING FAIRS

April 6, 2022

California Horse Racing Board
Attn: Scott Chaney
Executive Director

Mr. Chaney:

The California Authority of Racing Fairs has reviewed and will adopt the provisions outlined in the Inclement Weather Policy Letter in all Future Fair Meets.

This compliance applies to the Alameda County Fair, California State Fair, Humboldt County Fair and the Big Fresno Fair.

Regards,

Larry A. Swartzlander
Executive Director, CARF

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD
APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF A CALIFORNIA FAIR
CHRB-18 (Rev. 7/21)

Application is hereby made to the California Horse Racing Board (CHRB) for a license to conduct a horse racing meeting of a California fair, as authorized by Article 6.5 of the California Business and Professions Code, Chapter 4, Division 8, Horse Racing Law, and in accordance with applicable provisions and the California Code of Regulations, Title 4, Division 4, CHRB Rules and Regulations.

1. APPLICANT FAIR ASSOCIATION

A. Name, mailing address, telephone, and fax numbers of fair: Alameda County Fair, Alameda County Fair Agricultural Association, 4501 Pleasanton Avenue, Pleasanton, CA 94566, Phone: 925-426-7600, Fax: 925-426-7599

B. Fair association is a: ☐ District Fair ☒ County Fair ☐ Citrus Fruit Fair
☐ California Exposition and State Fair ☐ Other qualified fair

C. Provide the name, telephone, and email address for the fair contact person. Jerome Hoban C.E.O., 925-426-7501; jhoban@alamedacountyfair.com

NOTICE TO APPLICANT: Application must be filed not later than ninety (90) days before the scheduled start date for the proposed meeting, pursuant to CHRB Rule 1433.

2. DATES OF RACE MEETING

A. Inclusive dates allocated for race meeting: June 15-July 12, 2022

B. Actual dates racing will be held: June 17, 18, 19, 24, 25, 26, July 1, 2, 3, 4, 8, 9, 10

C. Dates racing will **NOT** be held: June 15, 16, 20, 21, 22, 23, 27, 28, 29, 30 & July 5, 6, 7, 11, 12

D. Total number of racing days: 13

E. Days of the week races will be held: 1st, 2nd, 4th Week: Friday-Sunday, 3rd Week: Friday-Monday
☐ Wednesday – Sunday ☐ Tuesday – Saturday ☒ Other (specify)

3. RACING PROGRAM

A. Total number of races: 133

B. Number of races by breed:
116 Thoroughbreds 7 Quarter Horses 0 Appaloosas
10 Arabians 0 Paints 0 Mules

CHRB CERTIFICATION

Application received: 3/21/2022
Reviewed: NLG

Hearing date: 5/19/2022
Approved date:
License number:

C. Number of races daily:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Thoroughbred	10	8				8	9
Other Breeds	1	1				1	2
Total	11	9				9	11

D. Total number of stakes races by breed:
3 Thoroughbreds 0 Quarter Horses 0 Appaloosas
0 Arabians 0 Paints 0 Mules

E. Attach a listing of all stakes races and indicate the date to be run and the added money or guaranteed purse for each.

1. Attach a listing of all stakes races for the past two (2) race meetings. The information provided must be for the same timeframe in which the association is applying. Include the date the stakes races were run and the added money or guaranteed purse for each. Note the races that were designated for California-bred horses.

2. Identify the stakes races listed under item E that have been altered or added or are new for the current race meeting. Provide details regarding any alterations to the identified stakes races (e.g., changes in the age, sex, eligibility, purse, or substantial calendar changes). N/A

3. Identify the stakes races listed under item E.1. that have been dropped or deleted and the reasons the stakes were dropped or deleted. N/A

F. Will provisions be made for owners and trainers to use their own registered colors?
☒ Yes ☐ No
If no, which racing colors are to be used?

G. List all post times for the daily racing program:

Race Number	Weekdays	Weekends Race #
……..Race # 1	1:45 p.m.	1:45p.m.
……..Race # 2	2:15 p.m.	2:15p.m.
……..Race # 3	2:45 p.m.	2:45p.m.
……..Race # 4	3:15 p.m.	3:15p.m.
……..Race # 5	3:45 p.m.	3:45p.m.
……..Race # 6	4:15 p.m.	4:15p.m.
……..Race # 7	4:45 p.m.	4:45p.m.
……..Race # 8	5:15 p.m.	5:15p.m.
……..Race # 9	5:45 p.m.	5:45p.m.
……..Race # 10	6:15 p.m.	6:15p.m.
……..Race #11	6:45 p.m.	6:45p.m.

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall, each racing day, provide for the running of at least

2022 THOROUGHBRED STAKES

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Alameda County Fair 2022
(June 15 – July12, 2022)
STAKES SCHEDULE

SHE'S A TIGER STAKES
$75,000 Guaranteed
Three Year Olds & Upward F/M – 1 & 1/16 Miles
Saturday, June 25

EVERETT NEVIN FUTURITY (CAL-BREDS)
$75,000 Guaranteed

Two-Year-Old Fillies – five & ½ Furlongs
Saturday, July 2

OAK TREE SPRINT
$75,000 Guaranteed

Three Year Olds & Upward – Six Furlongs
Saturday, July 9

OTP 2021
(June 16 – July 19, 2021)
STAKES SCHEDULE

JUAN GONZALEZ MEMORIAL
Postponed

EVERETT NEVIN FUTURITY (CAL-BREDS)
$75,000 Guaranteed

Two-Year-Old Fillies – five & ½ Furlongs
Saturday, June 25

OAK TREE SPRINT
$75,000 Guaranteed

Three Year Olds & Upward – Six Furlongs
Saturday, July 42

OTP 2020
(June 19 – July 12, 2020)
STAKES SCHEDULE

JUAN GONZALEZ MEMORIAL
Postponed

EVERETT NEVIN FUTURITY (CAL-BREDS)
$100,000 Guaranteed ($40,000 CTBA)
Golden State Series
Two-Year-Old Fillies – five & ½ Furlongs
Saturday, Jul 6

OAK TREE SPRINT
$50,000 Added Overnight Stakes
(Plus up to $15,000 to Cal-Breds)
Three Year Olds & Upward – Six Furlongs
Thursday, July 4

one race limited to California-bred horses, to be known as the "California-bred race," pursuant to CHRB Rule 1813.

4. FAIR ASSOCIATION

A. Names of the fair directors: Allen Aldrich, Jack Balch, Dawna Dowdell-Dos Santos, Gordon Galvan, Bill Harrison, Ed Hernandez, Frank Imhof, Rose Johnson, Clayton Koopmann, Michael Mahoney, Chuck Moore, George Pacheco, Don Sherratt, Robert Silva, Craig Smith, John Smith, Christopher C. Walvoord, Tim Weaver, Eric Wente, Robin Wilma

B. Names of the directors serving on the Racing Committee or otherwise responsible for the conduct of the racing program: Chair, Allen Aldrich, Vice Chair, Don Sherratt, Dawna Dowdell-Dos Santos, Frank Imhof, Clayton Koopmann, Chuck Moore, John Smith and Robin Wilma.

C. Name and title of the fair manager or executive officer and the names and titles of all department managers and fair staff, other than those listed in 12.B., who will be listed in the official program: Jerome Hoban, C.E.O., Jeanne Wasserman, Racing Manager, Tiffany Loushin, Program Operations Manager, Richard Sims, Maintenance Operations Manager, Steve Wood, Track Superintendent, Craig Braddick, Track Announcer and Kevin Ingram, Stable Superintendent.

D. Name and title of the person(s) authorized to receive notices on behalf of the fair association and the mailing and email address of such person(s). Jerome Hoban C.E.O, 4501 Pleasanton Ave., Pleasanton, CA 94566 jhoban@alamedacountyfair.com; Jeanne Wasserman, Racing Manager, 4501 Pleasanton Ave., Pleasanton, CA 94566 jeanne@alamedacountyfair.com

5. TAKE OUT PERCENTAGE

A. Will the percentage deducted for any type of wager be adjusted pursuant to Business and Professions Code section 19601.01? If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.
☐ Yes ☒ No
Wager(s) to be adjusted:
Proposed percentage: %

1. Attach copy of written notice requesting the proposed takeout adjustment, the proposed percentage, and the wager(s) affected. The notice must include the written agreement of the fair association and the horsemen's organization for the meeting of the fair association accepting the wager.

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19601.01, notwithstanding any other provision of law, a Thoroughbred association or fair, upon the filing of a written notice with, and approval by, the Board specifying the percentage to be deducted, may deduct from the total amount handled in the pari-mutuel pool for any type of wager an amount of not less than ten (10) percent nor more than twenty-five (25) percent. The written notice shall include the written agreement of the Thoroughbred association or fair and the horsemen's organization for the meeting of the Thoroughbred association or fair accepting the wager. The established percentage to be deducted shall remain in effect until the filing of a subsequent notice with, and approval by, the Board, unless otherwise specified in the notice.

6. HANDLE HISTORY

A. Complete the table below, providing the last five (5) years of handle and attendance for the fair association. If your association has been operating for fewer than five years, provide information for the period of time it has been in operation.

Year	Handle	Attendance
2021	$37,943,213	26,163
2020	$41,430,608	6,490
2019	$36,768,682	75,325
2018	$33,979,631	81,994
2017	$29,086,735	71,641

7. PURSE PROGRAM (excluding supplements, nominations, sponsorships, and starter fees):

A. Purse distribution:

1. All races other than stakes:
   Current meet estimate: $1,944,416
   Prior meet actual: $2,103,528

   Average Daily Purse (7A1 ÷ number of days):
   Current meet estimate: $149,570
   Prior meet actual: $161,809

2. Overnight stakes:
   Current meet estimate: $225,000
   Prior meet actual: $150,000

   Average Daily Purse (7A2 ÷ number of days):
   Current meet estimate: $17,307
   Prior meet actual: $11,538

3. Non-overnight stakes:
   Current meet estimate: 0
   Prior meet actual: 0

   Average Daily Purse (7A3 ÷ number of days):
   Current meet estimate: 0
   Prior meet actual: 0

4. Total Purses (7A1 + 7A2 + 7A3):
   Current meet estimate: $2,169,416
   Prior meet actual $2,253,528

B. Funds to be generated for all California-bred incentive awards (including breeder awards and owners' premiums):

Current meet estimate: $238,755
Prior meet actual: $246,140

C. Payment to each recognized horsemen's organization contracting with the fair:

	Current meet estimate:	Prior meet actual:
CTT	$6,346	$6,542

TOC	$12,691		$13,084
NTRA	$810		$702
PCQHRA	$1,611		$1,661
CWRA	0		0
ARAC	$300		$309
AMRA	$0		$0
CHBPAPEN	$19,038		$19,627
CTHF	$19,038		$19,627
Total:	$59,834	Total:	$61,552

D. Amount from all sources to be distributed at the meeting in the form of purses or other benefits to horsemen (7A + 7B + 7C):
Current meet estimate: $2,468,005
Prior meet actual: $2,561,220

Average Daily Purse (7D ÷ number of days):
Current meet estimate: $189,847
Prior meet actual: $197,016

E. Purse funds to be generated from on-track handle and intrastate off-track handle (excluding carry-overs from prior race meet(s):
Current meet estimate: $2,226,552
Prior meet actual: $2,295,415

Average Daily Purse (7E ÷ number of days):
Current meet estimate: $171,273
Prior meet actual: $176,570

F. Purse funds to be generated from interstate handle:
Current meet estimate: $169,862
Prior meet actual: $175,116

Average Daily Purse (7F ÷ number of days):
Current meet estimate: $13,066
Prior meet actual: $13,470

G. Bank and account number for the Paymaster of Purses' purse account: On file

H. Name, address, email, and telephone number of the pari-mutuel audit firm engaged for the meeting: Rossman, MacDonald & Benetti, 3838 Watt Ave. Suite E500, Sacramento, CA 95821 916-488-8360

NOTICE TO APPLICANT: All funds generated and retained from on-track pari-mutuel handle that are obligated by law for distribution in the form of purses, breeders' awards, or other benefits to horsemen **shall not** be deemed as income to the fair and **shall**, within three (3) calendar days following receipt, be deposited in a segregated and separate liability account in a depository approved by the CHRB and shall be at the disposition of the Paymaster of Purses, who shall pay or distribute such funds to the persons entitled thereto. All funds generated from off-track simulcast wagering, interstate wagering, and out-of-state wagering that are obligated by law for distribution in the form of purses and breeders' awards shall also be deposited within three calendar days following receipt into such liability account. In the event the fair is obligated to the payment of purses prior to those obligated amounts being retained from pari-mutuel wagering for

such purpose, or as a result of overpayment of earned purses at the conclusion of the meeting, the fair shall transfer from its own funds such amounts as are necessary for the Paymaster of Purses to distribute to the horse owners statutorily or contractually entitled thereto. The fair is entitled thereafter to recover such transferred funds from the Paymaster of Purses' account, and if insufficient funds remain in the account at the conclusion of the meeting, the fair is entitled to carry forward the deficit to its next succeeding meeting, as provided by Business and Professions Code section 19615(c) or (d). In the event of **underpayment** of purses that results in a balance remaining in the Paymaster of Purses' account at the conclusion of the meeting after distribution of amounts due to horsemen, breeders, and horsemen's organizations, the fair may carry forward the surplus amount to its next succeeding meeting, provided, however, that the amount so retained does not exceed an amount equivalent to the average daily distribution of purses and breeders' awards during the meeting. All amounts in excess shall be distributed retroactively and proportionally in the form of purses and breeders' awards to the horse owners and breeders having earned purses or awards during the conduct of the meeting.

8. STABLE ACCOMMODATIONS

A. Number of usable stalls available for racehorses at the track where the meeting is held: 684

B. Minimum number of stalls believed necessary for the meeting: 1200

C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: 1500

D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: 800 stalls; California State Fair, 1600 Exposition Blvd. Sacramento, CA 95815, 916-263-3230

E. Attach each contract or agreement between the fair and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site.

Complete subsections F through H if the fair will request reimbursement for off-site stabling, as provided by Business and Professions Code sections 19607, 19607.1, 19607.2, and 19607.3. Otherwise, proceed to section 9.

F. Total number of usable stalls made available on-site for the **1986** meeting, pursuant to Business and Professions Code section 19535(c). Click or tap here to enter text.

G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall. $8.90

H. State estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse. Alameda County Fair will not be vanning horses.

9. EQUINE EMERGENCY SERVICES

A. Name and emergency telephone number of the racing veterinarian onsite during training hours, workouts, and racing for the association and auxiliary sites: Dr. Forrest Franklin 916-585-2050/Dr. Ashton Cloninger 415-264-1630; Available @ PLN & Sac: June 1-July 10, 2022 6AM-11AM

1. Attach a schedule listing the dates and times that the racing veterinarian will be available on-site during training hours, workouts, and racing for the association and auxiliary sites.

10. PARI-MUTUEL WAGERING PROGRAM

A. Is the fair applicant a member of the California Authority of Racing Fairs (CARF)? If yes, attach

a copy of the CARF recommended wagering format. ☒ Yes ☐ No

B. Pursuant to Business and Professions Code section 19599, and with the approval of the CHRB, fairs may elect to offer wagering programs using CHRB Pari-mutuel Rules, the Association of Racing Commissioners International (ARCI) Uniform Rules of Racing, Chapter 9, Pari-mutuel Wagering, or a combination of both. Please complete the following schedule for the types of wagering other than WPS and the minimum wager amount for each. If applicant is a member of CARF, also indicate if wager is a part of the CARF recommended wagering format.

Use DD for daily double, E for exacta (special quinella), PK3 for pick three, PK4 for select four, PNP for pick (n) pool, PPN for place pick (n), Q for quinella, SF for superfecta, TRI for trifecta, and US for unlimited sweepstakes (pick 9).

	TYPE OF WAGERS	**APPLICABLE RULES**	**CARF WAGERING FORMAT**	
Example Race:	$1 E; $1 Double	CHRB #1959; ARCI #VE	☐ Yes	☐ No
Race #1	$1E, $1PK3, $1TRI, $2DD, $.10SF $.50PNP4	CHRB #1959, CHRB #1977,CHRB #1979, CHRB #1957, CHRB #1979.1,CHRB #1976.9	☒ Yes	☐ No
Race #2	$1E, $1PK3, $1TRI, $2DD, $.10SF, $.20 PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1 ARCI 004-105G (2) (g) Method 7, para 16b (ii)	☒ Yes	☐ No
Race #3	$1E, $1PK3, $1TRI, $2DD,$.10SF $.20PNP6	CHRB#1959,CHRB#1977, CHRB#1979,CHRB#1957, CHRB #1979.1, ARCI 004-105 G.(2) (g) Method 7, para 16b (ii)	☒ Yes	☐ No
Race #4	$1E, $1PK3, $1TRI, $2DD, $.10SF, $.50PNP5, $.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, ARCI 004-105 G.(2) (g) Method 7, para 16b (ii)	☒ Yes	☐ No
Race #5	$1E, $1PK3, $1TRI, $2DD, $.10SF, $.50PNP4, $.50PNP5, $.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9, ARCI 004-105 G.(2) (g) Method 7, para 16b (ii)	☒ Yes	☐ No
Race #6	$1E, $1PK3, $1TRI, $2DD, $.10SF, $.50PNP4 $.50PNP5, $.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB 1976.9, ARCI 004-105 G.(2) (g) Method 7,	☒ Yes	☐ No

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April 4, 2022

California Horse Racing Board
Attn: Cynthia Alameda
Assistant Executive Director

To Whom It May Concern:

The following information is provided for you in response to the 2022 Race Meet Applications for the Alameda County Fair, California State Fair, Humboldt County Fair and The Big Fresno Fair:

The following is the CARF wagering format:

	TYPE OF WAGERS	**APPLICABLE RULES**
Example Race	$1 E; $1 Double	CHRB #1959; RCI #VE
Race #1	**$1E, $1PK3, $1TRI, $2DD, $.10SF $.50PNP4**	**CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1 CHRB #1976.9**
Race #2	**$1E, $1PK3, $1TRI, $2DD, $.10SF, $.20 PNP6**	**CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, ARCI 004-105G.(2)(g) Method 7, para 16b (ii)**
Race #3	**$1E, $1PK3, $1TRI, $2DD, $.10SF $.20PNP6**	**CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1 ARCI 004-105 G. (2) (g) Method 7, para 16b (ii)**
Race #4	**$1E, $1PK3, $1TRI, $2DD, $.10SF, $.50PNP5 $.20PNP6**	**CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB 1976.9 ARCI 004-105 G. (2) (g) Method 7, para 16b (ii)**
Race #5	**$1E, $1PK3, $1TRI, $2DD, $.10SF, $.50PNP4, $.50PNP5, $.20PNP6**	**CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB 1976.9, ARCI 004-105 G. (2) (g) Method 7, para 16b (ii)**
Race #6	**$1E, $1PK3, $1TRI, $2DD, $.10SF, $.50PNP4, $.50PNP5, $.20PNP6**	**CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB 1976.9, ARCI 004-105 G. (2) (g) Method 7, para 16b (ii)**
Race #7	**$1E, $1PK3, $1TRI, $2DD, $.10SF, $.50PNP4, $.50PNP5, $.20PNP6**	**CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB 1976.9 CHRB 1976.9, ARCI 004-105 G. (2) (g) Method 7, para 16b (ii)**
Race #8	**$1E, $1PK3, $1TRI, $2DD, $.10SF, $.50PNP4, $.50PNP5, $.20 SUPER HIGH 5**	**CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB #1976.9, ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)**
Race #9	**$1E, $1PK3, $1TRI, $2DD, $.10SF, $.50PNP4,**	**CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1**

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	$.20 SUPER HIGH 5	**CHRB #1976.9,** **ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)**
Race #10	**$1E, $1PK3, $1TRI,** **$2DD, $.10SF,** **$.20 SUPER HIGH 5**	**CHRB #1959, CHRB #1977, CHRB #1979,** **CHRB #1957, CHRB #1979.1** **ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)**
Race #11	**$1E, $1TRI, $2DD, $.10SF,** **$.20 SUPER HIGH 5**	**CHRB #1959, CHRB #1979, CHRB #1957,** **CHRB #1979.1** **ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)**
Race #12	**$1E, $1TRI, $.10SF,** **$.20 SUPER HIGH 5**	**CHRB #1959, CHRB #1979,** **CHRB #1979.1** **ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)**

This format will be use at the following fairs: Alameda County Fair, The California State Fair, Humboldt County Fair and the Big Fresno Fair. The 2005 NCOTWINC Agreement maintained on file at CRRB is still valid. The NCOTWINC audio visual agreement on file dated January 2005 is still valid.

Respectfully Yours,

Larry A. Swartzlander
Executive Director

$.20 PNP6 on the last six races each day. 100% major pool paid and any prior carryovers for unique serial number wager selecting all six winners. If no unique ticket selects six winners then the 40% minor pool that day is paid to the tickets selecting the most winners and the 60% major pool will be added to the carryover.
$0.50 PNP5 on the last five races each day, with 100% major pool paid for 5 of 5. If no 5 of 5, 75% carryover and 25% minor pool to most winners.
$0.20 Pentafecta (Super High 5) selecting the first five finishers in the same race. 100% pool paid and any prior carryovers paid for a unique serial number wager selecting the first five finishers in exact order. If no unique serial number wager selects the first five finishers then 40% minor pool paid to tickets selecting the first five finishers in exact order and 60% of major pool will be added to the carryover. If no wager selects the first five finishers in exact order, then 100% of the pool will be added to the carryover. Super High-5 will be carded on the last race of the day.
The aforementioned Pari-Mutuel Carryover Pools can be carried over from CARF Meet to CARF Meet and run as 1 (one) continuous meet. There will be a Mandatory Payout Date of Sunday, October 16, 2022, which is the Closing Day of The Big Fresno Fair.

		para 16b (ii)		
Race #7	$1E, $1PK3, $1TRI, $2DD, $.10SF, $.50 PNP4 $.50PNP5, $.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB 1976.9, ARCI 004-105 G.(2)(g) Method 7, para 16b (ii)	☒ Yes	☐ No
Race #8	$1E, $1PK3, $1TRI, $2DD, $.10SF, $.50PNP4, $.50PNP5, $.20 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB 1976.9, ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)	☒ Yes	☐ No
Race #9	$1E, $1PK3, $1TRI $2DD, $.10SF, $.50PNP4 $.20 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)	☒ Yes	☐ No
Race #10	$1E, $1PK3, $1TRI, $2DD, $.10SF, $.20 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1 ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)	☒ Yes	☐ No
Race #11	$1E, $1TRI, $2DD $.10SF, $.20 SUPER HIGH 5	CHRB #1959, CHRB #1979, CHRB #1957, CHRB #1979.1 ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)	☒ Yes	☐ No
Race #12	$1E, $1TRI, $.10SF $.20 SUPER HIGH 5	CHRB #1959, CHRB #1979, CHRB #1979.1 ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)	☒ Yes	☐ No
Race #13			☐ Yes	☐ No

C. Identify any wagers noted in 10.A. (the current pari-mutuel wagering program) that were not in the prior year's pari-mutuel program or that are not being carried forward from the previous year's pari-mutuel wagering program. N/A

D. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: 10/16/22

E. List any options requested with regard to exotic wagering. $1 TRI and $0.10 SF when applicable$0.50 PNP4 on the first four races and the last four thoroughbred races each day $0.50 PNP5 on the last five

thoroughbred races each day, with 100% major pool paid for 5 of 5. If no 5 of 5, 75% carryover and 25% minor pool to most winners. $.20 PNP6 on the last six thoroughbred races each day. 100% pool paid and any prior carryovers for unique ticket selecting six winners. If no unique ticket selects six winners then the 40% minor pool that day is paid to the tickets selecting the most winners and the 60% major pool will be added to the carryover. $0.20 Pentafecta (Super High 5) selecting the first five finishers in the same race. 100% pool paid and any prior carryovers paid for a unique ticket selecting the first five finishers. If no unique ticket selects the first five finishers then 40% minor pool paid to tickets selecting the first five finishers and 60% of major pool will be added to the carryover. If no ticket selects the first five finishers 100% of the pool will be added to the carryover. Super High-5 will be carded on the last race of the day.

F. Will "advance" or "early bird" wagering be offered? Yes ☐ No ☒
If yes, when will such wagering begin? Specify days and time for “early bird” wagering.

G. Type(s) of pari-mutuel or totalizator equipment to be used by the fair and the simulcast organization, the name of the person(s) supplying equipment, and expiration date of the service contract: Amtote (Keith Johnson) Expiration: October 29, 2025. Equipment description on file with Board.

H. List below the takeout percentage for each type of wager identified in 10.B.:

	TAKEOUT PERCENTAGE (Example) PNP5-14%
Race #1	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #2	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #3	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #4	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #5	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #6	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #7	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6

	& all Trifectas, Superfectas & Super High Five – 25.02%
Race #8	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #9	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #10	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #11	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #12	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #13	

11. ADVANCE DEPOSIT WAGERING (ADW)

A. Identify the ADW provider(s) to be used by the fair for this race meeting. Watch & Wager; Twin Spires; Express Bet, T.V.G. (Television Games Network) and Bet America.

B. Attach a copy of the agreement/contract with each ADW provider to be used for this race meeting.

C. Have the agreements/contracts been approved by the respective horsemen's groups?
☒ Yes ☐ No
If yes, attach a copy of the approval.
If no, explain the status of the approval.

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19604, ADW providers may accept wagers on races conducted in California from a resident of California if : 1) the ADW provider is licensed by the Board; 2) a written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made; 3) the agreement shall have been approved in writing by the horsemen's organization responsible for negotiating purse agreements for the breed on which the wager are made. ADW providers may accept wagers on races conducted outside of California from a resident of California if: 1) the ADW provider is licensed by the Board; 2) there is a hub agreement between the ADW provider and one or both of (i) one or more racing associations or fairs that together conduct no fewer than five weeks of live racing on the breed on which wagering is conducted during the calendar year during which the wagers are placed and (ii) the horsemen's organization responsible for negotiating purse agreements for the breed on which wagering is conducted.

12. SIMULCAST WAGERING PROGRAM

A. Simulcast organization engaged by the fair to conduct simulcast wagering: Northern California Off-Track Wagering, Inc. (NCOTWINC)

B. Attach the agreement between the fair and simulcast organization permitting the organization to use the fair's live audiovisual signal for wagering purposes and providing access to its totalizator for the purpose of combining on-track and off-track pari-mutuel pools.

C. California simulcast facilities the fair proposes to offer its live audiovisual signal: Alameda County Fair, Pleasanton, Barona Valley Ranch Resort & Casino, Lakeside, Big Fresno Fair, Fresno, Cabazon Fantasy Springs Casino, Indio, California State Fair & Exposition, Sacramento, Commerce Casino Racebook, Commerce Derby Club, Seaside Park, Ventura, Fairplex Park, Pomona Fantasy Springs Casino, Indio, Firehouse Restaurant, Bakersfield, Golden Gate Fields, Albany *Humboldt County Fair, FerndaleJockey Club at San Mateo, San Mateo, Los Alamitos Race Course, Los Alamitos Mermaid Tavern, Thousand Oaks, Monterey County Fair, Monterey, OC Tavern & Sports Bar, San Clemente, Sammy's Restaurant & Bar, Lake Forrest Santa Anita Park, Arcadia Santa Clarita Lanes, Santa Clarita, San Joaquin County Fair, Stockton Santa Clara County Fair, San Jose, Shalimar Sports Center, Indio, Shasta District Fair, Anderson Solano County Fair, Vallejo Sonoma County Fair, Santa Rosa, Sports Center, San Bernardino Sports Pavillion at The Farmers Fair, Lake Perris Sports Pavillion, San Bernardino Cty. Fair, Victorville Surfside Race Place at Del Mar, Del Mar Sycuan Gaming Center, El Cajon Tilted Kilt, Thousand Oaks Viejas Casino & Turf Club, Alpine Watch & Wager, Antelope Valley Fgds, Lancaster

D. Out-of-state wagering systems the fair proposes to offer its live audiovisual signal: June 17, 2022: Arlington, Belmont, Assiniboia, Australian Racing, Beulah, Calder Racecourse, Canterbury Downs, Charles Town, Churchill Downs, Delaware, Downs at Albuquerque, Ellis Park, Emerald Downs, Evangeline Downs, Fort Erie, Gulfstream, Hastings Park, Hawthorne, Indiana Downs, Keeneland, Kentucky Downs, Laurel, Lone Star, Louisiana Downs, Monmouth, Mountaineer Park, Aqueduct, Belmont, Saratoga, Penn National, Philadelphia Park, Pimlico, Presque Isle, River Downs, South American Racing, Suffolk Downs, Sunland Park, Sunray Park, Tampa Bay, Thistledown, Turfway Park, Turf Paradise, United Kingdom, Woodbine

E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the fair: Amwest Entertainment, Amwest Accounts Greenbrier (WV) Riders Up (SD) Time Out Lounge (SD) , Triple Crown (SD) Arapahoe-Mile High Arima Race Club Arlington I Atlantic City Racecourse Balmoral Balmoral ADW (BETZOTIC) Bangor Raceway Batavia Bettor Racing Beulah Park Birmingham Bluffs Run Greyhound Buffalo Raceway Canterbury Capital District OTB Catskills OTB Charles Town Race Course Chester Downs & Marina LLC Churchill Downs Club Hipica InTurf Coeur d' Alene Casino Colonial Downs Colonial Downs Phone Bet Columbus Raceway Connecticut OTB , Bradley Teletheater, Bristol New Britain, Norwalk, Milford East Haven, Hartford, Putnam Shoreline Star, Sports Haven Torrington, Waterbury Manchester, New London , Willimantic, Sanford OTB John Martin's Manor Restaurant , Connecticut OTB ADW Coushatta Casino Paragon Casino Ho-Chunk Casino and Racebook , Mohegan Sun Casino Oneida Bingo and Casino , Pony Bar Simulcast Center Tote Investment Racing Randall James Racetrack, Millenium Racing Royal Beach Casino, Divi Carina Bay Casino Fair Chance, Winner's Circle, Camouflage Gaming Corpus Christi Greyhound Delaware Delta Downs Derby Jackpot, Dover Downs Dubuque Greyhound Elite Turf Club (1 to 12) Ellis Park Emerald Downs Evangeline Downs Evangeline Downs AWA Fair Grounds Fair Grounds ADW Fair Meadows Favorites at Gloucester Finger Lakes Fonner Freehold Gillespie County Fair Global Wagering Solutions, Bwin International Ltd. Intl Betting Assoc. Ltd Magna Bet Race

bets , Greenetrack Greyhound @ Post Falls Gulf Greyhound Gulfstream Harrington Raceway Harrington Bets (DE regional) Hawthorne Race Course Hawthorne ADW Hazel Park Hoosier Park Horseman's Park Idabet Indiana Downs Clarksville/Evansville OTB Intermountain Racing Keeneland Keeneland Select ADW Kentuck Downs Kentucky OTB Lebanon Les Bois (Treasure Valley) Lewiston OTB's Lien Games, Rumors OTB, Skydancer Casino OTB, Chips Lounge and Casino Howard Johnsons OTB Lien Games ADW Bet America and Offtrackbetting Lone Star, Louisiana Downs, LVDC: Atlantis Paradise Casino Avatar Ventures Buffalo Thunder Resort Foxwoods Resort Casino Meskwaki Bingo & Casino Maronas (South America) Maryland Jockey Club Maywood Meadowlands Meadows The Meadows The (ADW) - PA regional Millers OTB Mobile Greyhound Monmouth Park Montana OTB Monticello Mountaineer Park Mt. Pleasant Meadows Nassau Regional OTB New Jersey Casino Assoc. Nevada Pari-Mutuel Assoc. Newport Jai Alai NJ Bets (ADW) Northfield, Cedar Downs OTB, Northville NYRA NYRA Account Wagering Oaklawn Ocean Downs Panama PARX PARX Phone Bet Penn National Penn National Telebet Peru Plainridge Race Course Plainridge Telephone Wagering Player Management Group Pocono Account Wagering Pocono Downs and OTB Portland Meadows Potawatomi Casino/ OTB Prairie Meadows Premier Turf Club Presque Isle Downs Raceway Park Racing2Day LLC Racing2Day Intl. (Stan James) Remington Park , Remington OTB Network Retama Racing & Gaming Services Rillito Park River Downs Rockingham Park Rockingham Account Wagering Ruidoso Downs Running Aces Harness Park Saddle Brook Park Sam Houston, Turfway Park TVG Chester TVG Network Saratoga Harness Raceway Saratoga Bets (ADW) Scarborough Scioto Downs Seabrook Greyhound Social Gaming Sol Mutuel Southland Greyhound Sports Creek Raceway State Fair (Lincoln, NE) Suffolk District OTB Suffolk Downs Sunland Park SunRay Park & Casino Tampa Bay Downs Taunton Acct Wagering Taunton Dog Track Inc. The Downs at Albuquerque Thistledown Tioga Downs Tri-State GH (Mardi Gras) Turf Paradise Turf Paradise Bets (ADW) TVG Prairie Twin River Greyhound TwinSpires TwinSpires High Volume Velocity Wagering Ltd. Venezuela OTB Vernon Downs WatchandWager Western OTB Wheeling Downs Will Rogers Downs Wyoming OTB Wyoming Downs XpressBet Yonkers Raceway Yonkers ADW Youbet Group 1 Zia Park 123Gaming / Separate Pool Locations Camarero (Puerto Rico) Caymanas (Jamaica) Codere (Mexico/Spain) MIR Books (Caliente) NDS Books (Nevada) Tabcorp (Australia) Tattsbet (Australia) New Zealand Racing Board / Canadian Locations:Alberta Downs, Assiniboia, Barrie, Charlottetown, Clinton Teletheatre, Dresden, Elmira Raceway, Evergreen Park, Exhibition Park, Flamboro Downs,Fraser Downs, Fort Erie, Frederiction Raceway, Georgian Downs, Grand River, Hanover Raceway, Hastings Park, Hiawatha, Hipodrome de Quebec, Inverness RacewayKawartha Downs, Marquis Downs, Mohawk, New Brunswick, Northlands, Northside Downs, Picov Downs, Quinte Raceway, Rideau Carlton,Rocky Mountain Turf Club, Royal Britiana Hub, St. Johns, Sudbury Downs, Summerside, TBC Sandown, TBC Teletheaters, Truro Raceway, Valley Greyhound Park, Western Fair, Woodbine,

F. California minisatellite wagering facilities the fair proposes to offer its live audiovisual signal: OC Tavern & Sports Bar, San Clemente; Commerce Club, City of Commerce, Firehouse Restaurant, Bakersfield, Bonita, Santa Clarita Lanes, Santa Clarita, Tilted Kilt, Thousand Oaks, Sammy’s Restaurant & Bar, Mission Viejo.

G. List the host tracks from which the fair proposes to import out-of-state and/or out-of-country Thoroughbred races. Include the dates imported races will be held and whether a full card will be

accepted. If the full card will not be imported, state "selected feature and/or stakes races". N/A

NOTICE TO APPLICANT: Business and Professions Code section 19596.2(a) stipulates that on days when live Thoroughbred or fair racing is being conducted in the state, the number of Thoroughbred races that may be imported by an association or fair during the calendar period the association or fair is conducting its racing meeting cannot exceed a combined daily total of fifty (50) imported Thoroughbred races statewide. The limitation of fifty imported Thoroughbred races per day statewide does not apply to those races specified in Business and Professions Code section 19596.2(a)(1), (2), (3) and (4).

THOROUGHBRED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
See 11D		

H. List imported simulcast races the fair plans to receive during the racing meeting that use breeds other than the breed of the majority of horses racing at its live horse racing meeting. Include the name of the host track, the dates imported races will be held, and how many races will be imported.

OTHER BREED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Breed of Horse	Race Dates	Number of Races to be Imported
Los Alamitos	Quarter Horses	Per CHRB Calendar	Full Card
Cal Expo	Standardbreds	Per CHRB Calendar	Full Card

I. If any out-of-state or out-of-country races will commence outside of the time constraints set forth in Business and Professions Code sections 19596.2 and 19596.3, attach a copy showing agreement by the appropriate racing association(s).

NOTICE TO APPLICANT: All interstate wagering to be conducted by a fair is subject to the provisions of Title 15, United States Codes, which require specific **written** approval of the CHRB and of the racing commission having jurisdiction in the out-of-state venue. All international wagering to be conducted by a fair is subject to the provisions of Business and Professions Code sections 19596, 19596.1, 19596.2, 19596.3, 19601, 19602, and 19616.1 and will require specific written approval of the CHRB.

Every fair shall pay to the simulcast organization within three (3) calendar days following the closing of wagering for each racing program, or upon receipt of the proceeds, such amounts that are retained from off-track simulcast wagering, interstate wagering, and out-of-state wagering and that are obligated by statute for guest commissions, simulcast operator's expenses and promotions, equine research, local government in-lieu taxes, and stabling and vanning deductions. Every fair shall pay to its Paymaster of Purses' account within three calendar days following the closing of wagering for each racing program, or upon receipt of the proceeds, such amounts that are retained or obligated from off-track simulcast wagering, interstate wagering, and out-of-state wagering for purses, breeders' awards, or other benefits to horsemen. (See Notice to Applicant, Section 7.)

13. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

A. Racing officials nominated:

Association Veterinarian(s)	Casille Batten
Clerk of Scales	Kenneth Sjordal
Clerk of the Course	Tina Walker
Film Specialist	Kenny Fowler
Horse Identifier	Gary Greiner
Horseshoe Inspector	Augustine Rayas
Paddock Judge	Danny Winick
Patrol Judges	Kenny Fowler

Placing Judges	Steve Martinelli & Morgan Schlesser
Starter	Todd Stephens
Timer	Melody Truitt

B. Management officials in the racing department:

Director of Racing	Larry Swartzlander
Racing Secretary	Tom Doutrich
Assistant Racing Secretary	Linda Anderson
Paymaster of Purses	Heather Haviland
Others (identify by name and title)	

C. Name, address, email, and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: Niccoli Reporting 619 Pilgrim Dr. Foster City, CA 94404 Telephone: 650-573-9339 pdqcsr@comcast.net

D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract: Plusmic Corporation USA – Bill O'Brien (Expires 12/7/22)

E. Indicate photo patrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks. Pegasus Communication, Inc. – Jim Porep) Contract (Expires 4/30/29) Equipment description on file with the Board: 5 Cameras – (3 Tower, 1 Pan, 1-Hand Held)

F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract: Pegasus Communication, Inc. – Jim Porep - Contract (Expires 4/30/2029)

14. SECURITY CONTROLS

A. State the name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers. See Attached; Racetrack/Grandstand: Alameda County Sheriff Chief in Charge 925-426-7525 Liaison Officer: Commander Colby Staysa 510-529-5451 and Sergeant Kevin Estep 925-321-1796.

B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: Racetrack/Grandstand: 8 Sheriff's Deputies; Barn Area: 3 Licensed Gatemen based on 8/hour shifts, per day, 7 days per week. 1 night rover, 7 nights per week.

1. Attach a written plan for enhanced security for graded stakes races and races of $100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls.

2. Detention Stalls:
   a. Attach a plan for use of graded stakes or overnight races.
   b. Number of security guards in the detention stall area during a 24-hour period. N/A.
   c. Describe number and location of surveillance cameras in detention stall area. N/A

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Item #14 A:

Security Organizational Chart

Security during the Live Race Meet is coordinated by a number of groups. Day-to-day training security items are handled by the Stable Manager in concert with Security Eye personnel assigned to the Guard Shacks and Barn Area. Race Track, Grandstands and Fairgrounds security items are coordinated between Fair Management, Alameda County Sheriff's Department and Security Eye patrol. Daily meetings are held and as issues escalate, Fair Management, Security Eye Management, and the Sheriff's Department become involved as necessary.

Alameda County Agricultural Fair Association

Jerome Hoban, CEO	925-567-6032
Richard Sims, V.P. of Maintenance Operations	925-596-5744
Tiffany Burrow-Loushin, Fair Operations Manager	925-567-6053
Randy Magee, CFO Risk Manager	925-567-6034

Security Eye

Dave Rezendes, President	925-455-6585
Dave Graber, Vice President	925-455-6585
Barn Area Guard Office, various personnel	925-426-7519

Alameda County Sheriff Department

Fairgrounds Command Center	925-426-7525
Commander Colby Staysa	510-529-5451
Sergeant Kevin Estep	925-321-1796

***Note**: Confidential cell phone numbers are made available to CHRB staff. Additional security related personnel are available by direct radio contact.*

3. TCO2 Testing:
   a. Number of races to be tested and number of horses entered in each race to be tested. All horses in thoroughbred races where the number is determined by a random algorithm generator.
   b. Plan for enhanced surveillance for trainers with high-test results: Trainer with high test results will be moved to the detention area.
   c. Plan for detention stalls for repeat offenders: Ten (10) stalls adjacent to Test Barn, which are under 24-hour video surveillance.
   d. Number of security personnel assigned to the TCO2 program: One (1) 24-hour security guard when detention stalls are occupied.

C. Describe the electronic security system. CARF surveillance equipment and program that travels between racing fairs.

1. Location and number of video surveillance cameras for the detention stall and stable gate: 4 surveillance cameras monitoring this area.

15. EMERGENCY SERVICES

A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: Royal Ambulance Service, Steve Grau, President, 14472 Wicks Blvd, San Leandro, CA 94577. 877-995-6161.

1. Attach a certification from the ambulance service(s) listed in 15.A. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

B. Name, address, and emergency telephone number of the ambulance service to be used during workouts at auxiliary sites: California State Fair: American Medical Response, 1101 Fee Drive, Sacramento, CA 95815 916-563-0838

1. Attach a certification from the ambulance service(s) listed in 15.B. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

C. Describe the on-track first aid facility, including equipment and medical staffing. See attached.

D. Name and emergency telephone number of the licensed physician on duty during the race meeting: Breena Silzinoff, N.P. 559-977-8477

E. Name, address, and emergency telephone number of the hospital to be used for admittance and treatment of emergency injuries in the event of an on-track injury to a jockey: Valley Care Medical Center, 5555 W. Las Positas, Pleasanton, CA 94588, 925-416-3418

F. Attach, in English and Spanish, the emergency medical plan procedures that will be posted in each jockey's room to be used in the event of an on-track injury to a jockey.

G. Names of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d): Randy Magee, Health & Safety Manager, Patti Coonce, Human Resource Manager

ALAMEDA COUNTY EMERGENCY MEDICAL SERVICES

NON-EMERGENCY AMBULANCE CERTIFICATE OF OPERATION

This is to certify that:

Royal Ambulance

is authorized to provide non-emergency ambulance transportation within the boundaries of Alameda County. The above meets all of the requirements contained in the Alameda County Ambulance Ordinance and has passed equipment, staffing and vehicle inspections.

This certificate is valid from December 6, 2020 to December 5, 2022

for BASIC LIFE SUPPORT and CRITICAL CARE NON-EMERGENCY TRANSPORT

Lauri McFadden
Alameda County EMS Director

Karl Sporer, MD,
Alameda County EMS Medical Director

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A Global Medical Response Solution

www.amr.net

April 14th, 2022

To Whom It May Concern;

American Medical Response – Sacramento Valley operates emergency and non-emergency ambulance transportation in and around the greater Sacramento area. All of our paramedic staff are licensed with the California Emergency Medical Services Authority (EMSA) in addition to being accredited by the LEMSA (local emergency medical services) in the area(s) in which they are practicing. The current status of any Paramedic License can be verified by CA EMSA on their website: http://www.centralregistry.ca.gov/Search.aspx. In addition to annual inspections by the LEMSA, our vehicles are inspected and permitted annually by the CHP. Specific personnel licenses or vehicle permits are available for viewing on request at the local AMR Sacramento office.

Please feel free to contact me if you require further information.

Sincerely,
Mark Mendenhall
Operations Manager
AMR – Sacramento County

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INCIDENT OBJECTIVES	1. Incident Name Alameda County Fair	2. Date 2/23/22	3. Time 1100 hr until closing

4. Operational Period

June 17 – July 10, 2022

Closed on: June 20 – June 21, 2022 / June 27 – June 28, 2022 / July 5, 2022

5. General Control Objectives for the Incident (include alternatives)

During normal hours of operations:

- Provide basic and advanced life support to the patrons and employees of the Alameda County Fair.
  - One paramedic will ALWAYS be assigned to the First-Aid Building.
  - One paramedic will ALWAYS be assigned to EMS Cart 1or EMS Cart 2.
- **Provide ALS service during horse racing hours.**
- Respond to fires, reported fires, and alarms sounding anywhere on the fairgrounds.
- Respond to hazardous materials incidents or investigations; provide first responder operations level service and determine the need for additional resources.
- Respond to any reports of suspicious odors, powders, or packages and coordinate mitigation efforts with the appropriate public safety agency and AC Fair management staff.
- Document all responses appropriately and make necessary notifications to the AC Fair management staff in a timely fashion.

6. Weather Forecast for Period

- Normal summer weather patterns are expected during the course of the Fair.

7. General Safety Message

- Depending on the weather:
  - Stay hydrated and wear sunscreen
- Have appropriate PPE and uniform available for given weather conditions.
- Be aware when operating any motorized apparatus at the fairgrounds. DO NOT back-up without a spotter in place.
- Ensure safe work practices around energized electrical equipment. Observe lock out/tag out procedures if performing rescue in or around machinery or carnival rides. Ride technicians should be summoned through AC Fair management staff on any ride failure.
- Watch out for and mitigate any obvious trip hazards on the fairgrounds.
- If golf course is used for L/Z, use situational awareness, and clear all bystanders.
- Always use the lights and siren when responding on the first aid cart.

8. Attachments (mark if attached)

x Medical Plan - ICS 206

x Safety message

x Div. Assignment Lists - ICS 204

x Communications Plan - ICS 205

9. Prepared by	10. Approved by (Safety Officer)
Division Chief Randall West	Deputy Chief Eric Moore

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Item #15F English:

Alameda County Fair Racing Accident Procedures

In case of an accident on the racetrack, the following procedures are to be implemented:

Track Ambulance

The track ambulance will travel immediately to the scene of an accident and assume triage and patient care responsibilities and evacuate.

Security

1. As soon as possible, a member of the track security staff shall report to the scene of the accident and thereafter take direction from the EMT responsible for the accident scene management. The track security representative shall be responsible for keeping bystanders away from the accident scene.

2. A member of the track security staff shall proceed to the Jockey's Room to secure the ambulance transfer area and prevent visitation from bystanders away from the accident area.

3. A member of the track security staff shall be responsible for escorting emergency vehicles.

4. The security staff shall be responsible for all "crowd control" activities.

Racing Staff/Track Veterinarian

1. Upon arrival at the scene, the Outrider should hold the injured horse in order to prevent further harm to people, horses and property.

2. Horses with severe injuries should be transported off the track via the horse ambulance whenever it is practical to do so.

3. The track veterinarian shall make the decision as to the necessity of euthanasia on the track.

4. The screen blocking the public's view of the injured horse shall be set-up prior to the euthanasia procedure.

5. Outriders are responsible for the removal of any debris from the racetrack following the removal of the injured person or horse from the track.

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Plant Staff

1. The Horse Ambulance shall travel immediately to the scene of an accident whenever it appears that a horse will require transport.

2. Members of the plant department who are near the accident site shall assist in screening the accident scene from the public view and shall take direction from the EMT that is responsible for the management of the accident scene.

Announcer

The announcer shall make riders aware of the details of the situation (such as the location of a loose horse, the necessity to pull up, etc), enabling them to take the necessary steps to mitigate additional problems.

Senior Management

1. A senior management representative should quickly proceed to the location on the racetrack where the accident has occurred. The manager should report to other members of the management team as to the accident status.

2. An additional member of the management team should report to the video department in order to monitor the scene and determine the extent of video coverage to be transmitted to the public.

3. A member of the management team should provide input as to announcements to be made by the track announcer.

4. A member of the senior management team should be responsible for seeing that information regarding the accident is communicated to family members of the injured. Efforts need to be made to escort family members to the hospital, if necessary. In this regard, a current compilation as to who should be notified in the case of an injured jockey is kept on file.

5. All public address announcements and responses to press inquiries are within the sole purview of the senior member of the management team then available.

All Department Heads

All Department heads shall communicate to their employees that, although intentions are good, the treatment of the injured rider must be left up to trained personnel, and all other employees must stay away from the scene of an accident.

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Item #15 F Spanish:

Procedimiento en caso de Accidente en Alameda County Fair

De ocurir un accidente en el hopodromo, se debe hacer lo siguiente:

El personal de la Ambulancia

El personal de la ambulancia trasladarse inmediatamente al lugar del accidente siumpre que lo necesario para tartar a la(s) victima(s).

Sequridad

1. Tan pronto como sea possible, unmiembro de seguridad del hipodromo debera reportarse al lugar del accidente y desde ahi recibir las instrucciones del Paramedico responsible del lugar del accidente. El miembro de seguridad sera responsible de mantener a los transeuntes fuera del lugar del accidente..

2. Un miembro del departamento de seguridad del hipodromo se acercara al cuart del jockey para asguarar el area donde la amulancia estara y prevenir que transeuntes y personas ajenas se acerquen.

3. Un miembro de seguridad del hipodrmomo sera responsible de escoltar a los vehiclulos de emergencia..

4. Los miembros de sequridad seran responsible de controlar a la multitud.

Personal de Carreras/Vetennano del hipodromo

1. Una vez en el lugar del accidente, el Outrider/escolta debera sujetar al caballo herido para evitar que lastime a la gente, a otros caballos o a la propiedad.

2. Los caballos muy mal heridoa deberan ser sacados de la pista con la ambulancia para caballos, siempre que sea possible hacerlo de esa manera.

3. El veterinano del hipodromo debera decider si se sacrifice al caballo en la pista.

4. Sea possible hacerlo, se debe colocar la pantalla/screen para tapa la vista al publico, antes de iniciar el procedimiento de sacrificio del animal.

5. Los Outriders son responsables de remover cualquier desecho en la pista desputes de que la persona o caballo accidentado haya sido trasladado del lugar.

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Personal de Planta/Plant Staff

1. La Ambulancia de Caballos debera trasladarse inmediatamente al lugar del accidente siempre que un caballo este severamente lesionado y necesite transporte.

2. Los miembros del departamento de planta que esten cerca del accidente deberan ayudar a fapar el lugar para que el pulico no pueda ver lo que sucede, ademas deberan recibir instrucciones del Paramedico responsible del lugar del accidente.

Locutor

El locator debera informar a los jinetes acerca de los detalles de la situcion (como la ubicacion del caballo suelto, la necesidad de adelantar, etc.) para que puedan hacer lo necesario y mitigar otros problemas.

Gerencia

1. Un representante de la gerencia se apersonara rapidamente al lugar del accidente en el hoipodromo. El genente informara a los otros gerents sobre las lesions sufridas.

2. Otro representante de la gerencia debera informar al departamento de videio para monitorear la escena y ver la cobertura de video que sera transmitida al publico.

3. Un miembro de la gerencia debera aportar con informacion sobre los anuncios que debera hacer el locutor.

4. Un miembro de la gerencia sera responsible de ver que la informacion con respecto al accidente sea dada a los familiars de los heridos. Se debe hacer lo necesario para acompanar a los familiars a los hospitals, de ser el caso. Al respecto, es necesario tener un registro de la persona a quien se debe comunicar en caso de que un jockey sufra un accidente.

5. Todos los anuncios publicos y respuestas a la prensa las realize unicamente el funcionario de gerencia de alto nivel que se encuentre disponible en ese momento.

Todo los Jefes de Departamento

Todos los Jefes de Departamento deben comunicar a sus empleados que, a pesar de que las intenciones sean buenas, el tratamiento de un jinete/jockey herido debe ser realizado por el personal calificado para ello, y todos los demas empleados deben permanecer lejos del lugar del accidente.

H. Attach a fire clearance from the fire authority having jurisdiction over the premises.

I. Name of the workers' compensation insurance carrier for the fair and the number of the insurance policy (if self-insured, provide details): California Fair Services Authority

J. Attach a Certificate of Insurance for workers' compensation coverage. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of insurance that secures the liability of the fair for payment of workers' compensation.

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall, pursuant to Business and Professions Code section 19481.3, maintain, staff, and supply an on-track first aid facility, which may be either permanent or mobile, that shall be staffed and equipped as directed by the Board. A qualified and licensed physician shall be on duty at all times during live racing, except that this provision shall not apply to any Quarter Horse racing at the racetrack if there is a hospital situated no more than 1.5 miles from the racetrack and the racetrack has an agreement with the hospital to provide emergency medical services to jockeys and riders. An ambulance licensed to operate on public highways provided by the track shall be available at all times during live racing and shall be staffed by two (2) emergency medical technicians licensed in accordance with Division 2.5 (commencing with Section 1797) of the Health and Safety Code, one of whom may be an Emergency Medical Technician Paramedic, as defined in Section 1797.84 of the Health and Safety Code. Each racing association and racing fair shall adopt and maintain an emergency medical plan detailing the procedures that shall be used in the event of an on-track injury. The plan shall be posted in each jockey room in English and Spanish. Prior to every race meeting, the racing association or racing fair shall contact area hospitals to coordinate procedures for the rapid admittance and treatment of emergency injuries. Each racing association or racing fair shall designate a health and safety manager and assistant manager, who shall be responsible for compliance with the provisions of this section, and one of whom shall be on duty at all times when live racing is conducted. The health and safety manager may, at the discretion of the racing association, be the person designated to perform risk management duties on behalf of the association.

16. CONCESSIONAIRES AND SERVICE CONTRACTORS

A. Names and addresses of all persons to whom a concession or service contract has been given, **other than those already identified,** and the goods and/or services to be provided by each: Food Service: Spectre, LP, Charlie Neary, 4501 Pleasanton Ave., Pleasanton, CA 94566 Jetter Golf: Dana and Greg Jetter, 4501 Pleasanton Ave., Pleasanton, CA 94566 Racing Form: Daily Racing, Wicks Sports, 100 Broadway, 7th Floor, New York City, N.Y. 1005 Program: Daily Racing, Wicks Sports, 100 Broadway, 7th Floor, New York City, N.Y. 1005 Winners Circle Photos: Vassar Photo, Bill Vassar, 5075 Double Point Way, Discovery Bay, CA 94514 Jockey Laundry Service Winner's Circle Laundry, Donald Fowler Jr., 539 Woodside Oaks #3, Sacramento, CA 95825 Starting Gate: United/Puett Start Gate, Michael Costello, 1 Soundview Loop, S. Salem, N.Y.10590 Sound System: PCE, 7601 Woodwind Drive, Huntington Beach, CA 92647 Armor Car: NOTWINC, 6801 Koll Center Parkway, Suite 140, Pleasanton, CA 94566

B. Does the fair plan to provide its own concessions? ☐ Yes ☒ No

17. ON- TRACK ATTENDANCE/FAN DEVELOPMENT

A. Attach a copy of the promotional and marketing plans for the race meeting.

B. Promotional/Marketing budget for this race meeting: $82,000
Promotional/Marketing budget for prior race meeting: $82,000

C. Number of hosts and hostesses employed for meeting: 4: 2 Trackside Terrace, 2 Sky Lounge

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CALIFORNIA AUTHORITY OF RACING FAIRS

March 21, 2022

California Horse Racing Board
Attn: Scott Chaney
Executive Director

Mr. Chaney:

The Alameda County Fire Department Fire Inspection Letter stated the Alameda Count Fair Stable area was inspected without violations as of 3/11/22. Your letter, dated July 3, 2020 stated that the Alameda County Fairgrounds fire clearance on file did not comply with 4 CCR 1927 for the 2020 racing season. Our response to your letter is attached dated July 13, 2020. To date no response has been rendered as to the exemption. Our position remains the same. The stable area consists of two major structures, shed row stalls and tack rooms which are in compliance with local code and the intent of 4 CCR 1927. Section 903.2.1.3 of the Alameda County Fire Code addresses the requirement for automatic sprinklers and states that they are not required unless the living area exceeds 5000 square feet and houses at least 300 people. In addition, all structures are concrete and stucco tile for roofing. Based on this structural configuration and County Code our fire marshal does not require the need for automatic sprinklers.

Previously CARF had requested the rule be revisited and address exceptions to the requirements listed in 4 CCR 1927. Our position remains the same and would ask in the interim the Alameda County Fair be granted an exemption to this rule for the 2022 Racing Season.

CARF is currently in negotiations with Golden Gate Fields (GGF) to provide auxiliary stabling. The agreement will require the same exemption. A final fire department inspections with be provided for Sacramento asap.

Regards,

Larry A. Swartzlander
Executive Director, CARF

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Alameda County Fire Department
FIRE PREVENTION
www.acgov.org/fire

WILLIAM L. McDONALD
Fire Chief

COUNTY
FIRE PREVENTION
6363 Clark Street
Dublin, CA 94568
Tel (510) 632-3473
Fax (925) 875-9387

DUBLIN
FIRE PREVENTION
100 Civic Plaza
Dublin, CA 94568
Tel (925) 833-6606
Fax (925) 829-9248

EMERYVILLE
FIRE PREVENTION
1333 Park Avenue
Emeryville, CA 94608
Tel (510) 596-3759
Fax (510) 450-7812

NEWARK
FIRE PREVENTION
37101 Newark Blvd.
Newark, CA 94560
Tel (510) 578-4218
Fax (510) 578-4281

SAN LEANDRO
FIRE PREVENTION
835 E. 14th Street
San Leandro, CA 94577
Tel (510) 577-3317
Fax (510) 618-3445

UNION CITY
FIRE PREVENTION
34009 Alvarado-Niles Road
Union City, CA 94587
Tel (510) 675-5470
Fax (510) 487-2117

March 11, 2022

Jerome Hoban, CEO
Alameda County Fair
4501 Pleasanton Avenue
Pleasanton, CA 94566

RE: Annual Stable Area Inspections

Dear Mr. Hoban:

ACFD conducted inspections of the stable area on 3/1/2022 and 3/8/2022. Only maintenance items were present in the facility. No fire code violations were present as of the 3/8/2022 inspection.

Sincerely,

Bonnie S. Terra
Division Chief

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DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL
Fire and Life Safety Division - North
2251 Harvard Street, Suite 130, Sacramento, CA 95815
(916) 568-3826

PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-34-91-0001-00024

JURISDICTION: Life Safety North

BUILDING OWNER:

BUILDING NAME: HORSE / BACKSTRETCH BARNS A-Z

BUILDING ADDRESS: 1600 Exposition Blvd, Sacramento, CA 95815

INSPECTION INFORMATION

Inspection Number : 112001

Inspection Type: Annual

Inspection Date : 11/01/2021

Inspection Status : Passed

Inspector: Joshua Rickerd

Inspection Hours : 1.5

Inspector Signature:

Travel Hours : 0.5

Inspection Comments: Re-inspection cleared all comments.

In accordance with CHRB Rule 1927; Fire Prevention, each barn or structure which is used by the association for the stabling of horses or human habitation, is equipped with an automatic sprinkler system and an automatic fire alarm system. Approval to occupy has been granted.

Accompanied By:

Signed:

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
Please contact CAL FIRE Life Safety North at (916) 568-3826 for assistance.

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CALIFORNIA
FAIR SERVICES
AUTHORITY

April 12, 2022

To: California Horse Racing Board
1010 Hurley way, Suite 300
Sacramento, CA 95825

Re: Alameda County Fair
4501 Pleasanton Ave
Pleasanton, CA 94566

Please be advised that the Alameda County Fair is a member of the California Fair Services Authority (CFSA), and participates in the following self-insurance and loss pooling programs which are administered by CFSA:

I. GENERAL LIABILITY PROGRAM

A.	Primary Coverage	$100,000 self-insured retention California Fair Services Authority (includes liquor liability) Coverage continuous until cancelled
B.	Excess Coverage	$24,900,000 in excess of $100,000 (includes Liquor Liability) Coverage provided by CSAC Excess Insurance Authority Term: 7/1/2021 to 7/1/2022

II. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY PROGRAM

A.	Primary Coverage	$250,000 self-insured retention California Fair Services Authority Coverage continuous until cancelled
B.	Excess Coverage	(a) Workers' Compensation: Statutory Limit in excess of $250,000 (b) Employers' Liability: $4,750,000 in excess of $250,000 Coverage provided by CSAC Excess Insurance Authority Term: 7/1/2021 to 7/1/2022

CFSA represents to the California Horse Racing Board that within the above limits, terms and provisions of the coverage stated, to the extent provided by law, CFSA will provide defense, payment, and indemnification on loss funding in accordance with the terms of the contractual assumption of the Alameda County Fair as set forth in California Horse Racing Board's "Insurance Requirements".

You will be given at least thirty (30) day notice of any change in the foregoing information. We trust that this commitment will satisfy your insurance requirements.

Please feel free to contact this office on all matters including possible claims.

Sincerely,

Mario Castagnola
Risk Analyst

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 921-2213 | Fax: (916) 646-1238
www.cfsa.org

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CALIFORNIA FAIR SERVICES AUTHORITY

March 31, 2022

To: California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, Ca 95825

Re: Alameda County Fair
4501 Pleasanton Ave
Pleasanton, CA 94566

Please be advised that the Alameda County Fair is a member of the California Fair Services Authority (CFSA), and participates in the following self-insurance and loss pooling programs which are administered by CFSA:

I. GENERAL LIABILITY PROGRAM

A.	Primary Coverage	$100,000 self-insured retention California Fair Services Authority (includes liquor liability) Coverage continuous until cancelled
B.	Excess Coverage	$24,900,000 in excess of $100,000 (includes Liquor Liability) Coverage provided by CSAC Excess Insurance Authority Term: 7/1/22 to 7/1/23

II. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY PROGRAM

A.	Primary Coverage	$250,000 self-insured retention California Fair Services Authority Coverage continuous until cancelled
B.	Excess Coverage	(a) Workers' Compensation: Statutory Limit in excess of $250,000 (b) Employers' Liability: $4,750,000 in excess of $250,000 Coverage provided by CSAC Excess Insurance Authority Term: 7/01/2022 to 7/01/2023

CFSA represents to the California Horse Racing Board that within the above limits, terms and provisions of the coverage stated, to the extent provided by law, CFSA will provide defense, payment, and indemnification on loss funding in accordance with the terms of the contractual assumption of the Alameda County Fair as set forth in California Horse Racing Board's "Insurance Requirements".

You will be given at least thirty (30) day notice of any change in the foregoing information. We trust that this commitment will satisfy your insurance requirements.

Please feel free to contact this office on all matters including possible claims.

Sincerely,
Mario Castagnola
Mario Castagnola
Risk Analyst

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 921-2213 | Fax: (916) 646-1238
www.cfsa.org

D. Describe facilities set aside for new fans. Daily Racing Seminars located on the Grandstand Stage

E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:
1. Horsemen Sky Lounge. This room was formally our Directors VIP Lounge. We have opened it up to the public and renamed it. Horsemen and the public will be able to make reservations. The cost is $75 and includes a buffet lunch.
2. Fans The racing signal is broadcast in HD to both our grandstands.
3. Facilities in the restricted areas Tack rooms, shed rows, hot walker areas, stalls and common areas have had a thorough cleaning. Last year the odd side of the barns had stall doors repaired and painted. This year we have worked on the even side of barns.

18. SCHEDULE OF CHARGES

A. List proposed charges. Note any changes from previous year.

Admission (general)	Free with Fair Admission
Admission (clubhouse)	N/A
Reserved seating (general)	$5
Reserved seating (clubhouse)	N/A
Parking (general)	$10
Parking (preferred)	$15
Parking (valet)	N/A
Programs (on-track)	$2.75
(off-track)	$2.75

B. Describe any "Season Boxes" or other special accommodation fees. Box Seats sold by the box for the seasonal race meet. WE have 4-seat, 6 seat and 8-season boxes. Thee are no price increases for seasonal boxes. Prices are hel at the 2017 rates.

C. Describe any "package" plans such as combined parking, admission, and program. Family Fun Pack: $50 4-General Admission, 1 General Parking.

19. JOCKEYS' QUARTERS

A. Check the applicable amenities available in the jockeys' quarters.

☒ Corners (lockers and cubicles) How many 40

☒ Showers ☒ Steam room, sauna, or steam cabinets ☒ Lounge area

☒ Masseur ☒ Food/beverage service ☒ Certified platform scale

B. Describe the quarters to be used for female jockeys. Separate area containing an office, lounge area, sauna, showers, restroom, lockers and bunk beds. Jockeys and Jockettes share the scale.

20. BACKSTRETCH EMPLOYEE HOUSING

A. Inspection of backstretch housing was completed by Noe Longoria on April 3, 2022.

B. Number of rooms used for housing on the backstretch of the racetrack: 107

C. Number of restrooms available on the backstretch of the racetrack: 9 (Total commodes: 17)

D. Estimated ratio of restrooms to the number of backstretch personnel: 1:10

21. TRACK SAFETY

A. Total distance of the racecourse, measured from the finish line counterclockwise (3' from the inner railing) back to the finish line: 5,280 feet.

B. Describe the type of track surface at the facility, including the specific track surface composition. Organic dirt, silt, clay, sand, and Fir bark (composition and amendments per routine lab tests)

C. The percent of cross slope in the straightaways is: 5.3-5.4%
The percent of cross slope in the center of the turns is: 5.6%

D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (e.g., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course. Inner Rail: Fontana Safety Rail; Outer Rail: Aluminum gooseneck, supports with aluminum top rail; Inner Rail Height: ¼ mile/42", ½ mile/40.5", ¾ mile/40", 1 mile/42" (finish line)

E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: Steve Wood

F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.

G. If the fair is requesting approval to implement alternate methodologies to the provisions of Article 3.5, Track Safety Standards, pursuant to CHRB Rule 1471, attach a Certificate of Insurance for liability insurance that will be in force for the duration of the meeting specified in Section 2. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of liability insurance. Additionally, the CHRB must be listed as additionally insured on the liability policy at a minimum amount of $3 million per incident. The liability insurance certificate must be on file in the CHRB headquarters office prior to the conduct of any racing.

22. DECLARATIONS

A. All labor agreements, concession and service contracts, and other agreements necessary to conduct the entire meeting have been finalized, except as follows (if no exceptions, so state): No exceptions.

B. Attach each horsemen's agreement pursuant to CHRB Rule 2044.

C. Attach an agreement to provide for race-day furosemide administration pursuant to CHRB Rule 1845.

D. All service contractors and concessionaires have valid state, county, or city licenses authorizing each to engage in the type of service to be provided and have valid labor agreements, when applicable, that remain in effect for the entire term of the meeting, except as follows (if no exceptions, so state): No exceptions.

E. Absent natural disasters or causes beyond the control of the fair, its service contractors, concessionaires, or horsemen participating at the meeting, no reasons are believed to exist that may result in a stoppage to racing at the meeting or the withholding of any vital service to the fair, except as follows (if no exceptions, so state): No exceptions.

NOTICE TO APPLICANT: Pursuant to CHRB Rule 1870 and Rule 1871, the CHRB shall be given fifteen (15) days' notice in writing of any intention to terminate a horse racing meeting or the engagements or services of any licensee, approved concessionaire, or approved service contractor.

23. CERTIFICATION BY APPLICANT

I hereby certify under penalty of perjury that I have examined this application, that all of the foregoing statements in this application are true and correct, and that I am authorized by the fair to attest to this application on its behalf.

X _____
Signature

Larry Swartzlander	Director of Racing	4/29/22
Print Name	Print Title	Date

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2022
RACING AGREEMENT

BETWEEN

CALIFORNIA AUTHORITY OF RACING FAIRS
(THIS DOES NOT INCLUDE THE SONOMA COUNTY FAIR)
AND

PACIFIC COAST QUARTER HORSE
RACING ASSOCIATION, INC.

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AGREEMENT

This Agreement is between CALIFORNIA AUTHORITY OF RACING FAIRS, a joint exercise of powers agency representing its members identified in Attachment "A" (hereafter "TRACK"), and the PACIFIC COAST QUARTER HORSE RACING ASSOCIATION, INC. (hereafter "PCQHRA").

1. The purpose of this Agreement is to provide for the payment by TRACK to Quarter Horse horsemen of the purses, stakes and breeder awards authorized by law, the orderly administration and conduct of Quarter Horse racing at TRACKS' race meeting, and the cooperative resolution of other matters related to the race meet which may be of concern to the parties.

2. The provisions of the Agreement shall be applicable to the Quarter Horse races conducted by TRACK under license from the California Horse Racing Board during the calendar year of **2022**. TRACK agrees to notice PCQHRA concurrently with any request for change or modification to the license application to California Horse Racing Board (CHRB).

3. (a) TRACK is either a California Exposition and State Fair, county fair or district agricultural association (fair), organized and existing under the laws of the State of California, and is a public entity receiving state money to conduct fairs. For purposes of conducting Quarter Horse racing at fair race meetings, TRACK is licensed to do so by the CHRB, and is subject to the applicable provisions of the California Horse Racing Law (Chapter 4, Division, 8, Business and Professions Code) and the applicable provisions of the Rules and Regulations of the CHRB (Title 4, California Administrative Code, Chapter 4).

TRACK is a member or associate member of the CALIFORNIA AUTHORITY OF RACING FAIRS (CARF). CARF is a joint exercise of powers agency pursuant to California Government Code, Articles 1 and 2, Chapter 9, Division 7 of Title 1. CARF has been designated by TRACK to represent, negotiate and contract on its behalf with PCQHRA for the matters specified in this Agreement. For purposes of this agreement TRACK purses will be consolidated under CARF as one purse structure. Any over/under payments will be calculated at the end of The Big Fresno Fair meet.

TRACK warrants and represents that it has the authority to enter into this Agreement and that this Agreement shall be binding upon TRACK, listed in appendix "A", its member's agents, employees and officials during the term of the Agreement.

(b) PCQHRA is a horsemen's organization representing horse owners and trainers of Quarter Horse horses, and is an organization empowered to contract with TRACK for the conduct of a race meeting, subject to the provisions of the California Horse Racing Law and the Rules and Regulations of the CHRB.

PCQHRA warrants and represents that it has the authority of its membership to enter into this Agreement, and that this Agreement shall be binding upon PCQHRA and any horse owner who accepts the conditions of the race meeting by accepting stall space at TRACK or other designated auxiliary stall facility, or who races at TRACK.

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(c) The parties hereby incorporate by reference and make applicable to this Agreement, the provisions of Article 22, Sections 2040-2045 inclusive of Title 4, California Administrative Code, and Chapter 4.

4. TRACK will pay and distribute in stakes and overnight purses during the race meeting held by TRACK during the term of this Agreement, a sum in lawful money of the United States equal to all monies required to be paid pursuant to California Horse Racing Law in effect during the term of this Agreement. The purse money shall include, but not be limited to monies derived from the purse share of the handle pursuant to Sections 19614 and 19614.2 of the Business and Professions Code, "exempt" breakage pursuant to Sections 19491, 19491.5 of the Business and Professions Code, purses from simulcast wagering pursuant to Business and Professions Code Section 19604, 19605.9 or 19606, or any other purse monies due to the horse owners and trainers pursuant to Horse Racing Law or any amendment thereto.

(a) TRACK is authorized to simulcast to out-of-state satellite wagering locations provided that: (1) upon entering into a contract with an out-of-state satellite wagering location TRACK provides PCQHRA with the proposed contract with such out-of-state satellite wagering location and receives PCQHRA'S concurrence of said contract for Quarter horse races only and, (2) TRACK accounts to PCQHRA on a timely basis of revenues earned by virtue of said out-of-state satellite wagering and pays any and all monies due to PCQHRA or its members or horsemen according to Horse Racing Law and in a timely manner. This provision relates to satellite wagering of Quarter Horse races only.

(b) TRACK will provide within 15 days after the conclusion of each meet a preliminary purse report showing total dollars generated for purses from each source and the distribution of said funds on a breed by breed basis. This report shall include, but not be limited to, the amounts for administrative fee, overnight purses, stakes purses, breeders and owner's premiums. A final report summary from TRACK shall be provided for each racing fair within 15 days at the conclusion of that specific fair.

5. From the total amount authorized in paragraph 4, above, TRACK shall withhold the sum of four percent (4%), of all purse monies, payable to PCQHRA within 15 days of the close of the meet, as and for the administrative expense of PCQHRA for services rendered to horsemen and TRACK, as authorized by Business and Professions Code 19613 (c) and (d).

6. At the close of the CARF race meet, if CARF has incurred an underpayment to Quarter Horse horsemen less than $5,000 such amount shall be carried over to the following year.

If the underpayment exceeds $5,000 the underpayment shall be distributed to each horseman who earned purses (exclusive of stakes races) at the conclusion of the CARF race meeting in the percentage that purses earnings of each horseman (excluding stakes races) bears to the total purses paid during the meeting or carried over as stakes and purse increases for the 2018 racing season. The decision will be based on mutual concurrence of both CARF and the PCQHRA. All over-payments will be deducted from the amount payable as stakes and purses at CARF'S next meeting.

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7. Pursuant to Section 19541 of the Business and Professions Code, TRACK shall, so far as practicable, provide a program of mixed breed racing that includes Quarter Horse racing. The number of races daily are specified in the license applications. TRACK will offer as many Quarter Horse races as racing secretary fills. At the discretion of racing secretary, additional races may be offered as extras and included in the daily card. Placement of races determined daily following close of entries. The number of entries for a race to be used shall be the minimum of other breeds races that were used.

8. (a) Cal-Bred Owner's Premiums and Awards shall be paid pursuant to the Horse Racing Law.

(b) The Racing Office at the TRACK within 7 days of the conclusion of the meet will provide a marked program page and official race result charts for all Quarter Horse races run at the meet to facilitate record keeping and payment of Cal-Bred premiums to eligible owners and breeders.

9. So long as TRACK is abiding by the provisions of the Agreement, any person, whether a member of PCQHRA or not, engaging in encouraging or assisting any strike, picketing, stoppage, or other interference in violation of this Agreement or who refuses to abide by the terms and conditions of the race meet, the provisions of the stall applications, or TRACK rules and regulations applicable to horse owners, trainers and their agents and employees, shall be subject to immediate dismissal from TRACK'S stall space (or designated auxiliary facility) and shall, unless otherwise agreed to by TRACK, not be permitted to participate in the race meet.

10. The parties agree that it is in their best interest that matters arising under this Agreement or pertaining to Quarter Horse racing at the race meet is settled by them through negotiation and consultation. To that end, the parties shall meet and confer as may be necessary. Any dispute that may not be resolved by meeting and conferring with the racing secretary shall be referred to the fair manager where the racing is being conducted and where the dispute arose. Since time is of the essence in settling such disputes, in the event of a claimed violation of this Agreement, the party claiming such violation, at its sole discretion, shall have the choice of pursuing independently or concurrently either: (a) submit such claim to the CHRB for resolution or, (b) submit such claim directly to an appropriate court for such legal action and equitable relief, as is appropriate.

If an issue between PCQHRA and TRACK management cannot be resolved within 24 hours, both parties agree to bring the matter before the executive director of the California Horse Racing Board for resolution.

In order to facilitate the racing of Quarter Horses, PCQHRA shall:

(a) Be authorized to act for and on behalf of Quarter Horse horsemen in all matters pertaining to this Agreement and make every effort to provide a representative to be present at each track to assist in taking of entries and filling of extra races.

(b) Meet and confer on or before **April, 30, 2022**, with TRACK'S racing secretary(s) to establish the general conditions of Quarter Horse racing at the TRACK covered by this Agreement, so as to accommodate a full season of racing.

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(c) Make its best effort to ensure that race meet fields of horses are not less than 7, in which event TRACK may cancel the race, if approved by the stewards. When a stakes schedule and an overnight purse schedule have been approved by the PCQHRA, no changes shall be made to such schedules without first consulting and obtaining consent from PCQHRA.

(d) Meet and confer on a timely basis with TRACK'S racing secretaries and stall superintendents to advise them regarding the assignment of allocated stall space and any other appropriate matter.

(e) Notify its members that horsemen/trainers with a delinquent account at any TRACK covered by this Agreement shall not be permitted to occupy stall space or enter horses to race at any TRACK until such account has been paid.

11. (a) TRACK shall make available to Quarter Horse owners/trainers a number of stalls representing the proportion of scheduled Quarter Horse to the total of all races scheduled in **2022**. If such stalls are not available, TRACK shall pay vanning cost for those horsemen approved to run and entered to race and are unable to obtain stall space at such TRACKS for Quarter Horse horses entered to race. TRACK shall make its stalls available to horsemen at least 5 days prior to opening day. Horsemen shall submit stall applications at least 14 days prior to the commencement of each race meet at TRACK. If portable stalls are used, water and electricity shall be provided in the area where the stalls are located.

Except for good cause and after consultation with PCQHRA's representative, TRACK shall not allocate more than 10 stalls to any one trainer.

(b) TRACK shall make reasonable efforts to provide owners and trainers with vacant trailer spaces. TRACK will provide one (1) RV trailer space for the PCQHRA representative at no cost to PCQHRA. Reservations shall be mailed by applicants to TRACK not less than twenty (20) days prior to the opening of the race meet.

(c) TRACK shall provide a starting gate and gate crew at a designated auxiliary stabling location for use by horsemen for qualifying Quarter Horses in June as the parties may agree. TRACK shall notify the PCQHRA representative at least 24 hours in advance of the day and location of the gate and crew.

(d) TRACK shall provide, without charge, admissions credentials for use by owners, trainers and other persons with valid CHRB license.

(e) By prior arrangement with TRACK, and with the necessary authorization of the individual account holder, tattooing fees may be deducted from the horseman's paymaster account.

(f) The Racing Office at the TRACK shall maintain a separate record of Quarter Horse trainer and jockey standings and submit them to PCQHRA representative at the conclusion of the meet.

12. No party to this Agreement will discriminate against the other party solely due to membership in PCQHRA or CARF, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex, or age.

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13. TRACK will pay eight (8) places, first through eight. The following formula shall be used: First Place, 55%; Second Place, 20%; Third Place, 12%; Fourth Place, 7%; Fifth Place, 2%; Sixth Place, 2%; and Seventh Place, 1%; Eight Place, 1%. In the event there is less than an eight-horse field, the applicable percentage will be paid out as purse money in **2021** or as retro-active money. In addition, TRACK will not pay a starter fee. Funds generated for workmen's compensation relief from exotic wagers will be pooled with all emerging breeds and dispersed at the end of the summer fairs on a basis of total pool generated by all breeds divided by the total starts of all breeds.

(a) TRACK will pay out all advertised purse monies in Quarter Horse stakes races administered by the TRACK regardless of the number of starter in a stakes race. If there are less than eight starters in a Quarter Horse stakes race, all of the advertised purse monies will be distributed on a prorated basis among the starters in the stakes race.

(b) The **2022** Quarter Horse stakes (Proposed) schedule is included as Appendix "B" to this Agreement.

(c) CARF shall use comparable races at Los Alamitos for purposes of continuing the 80% purse level for similar classes of Quarter horses running at all the fair meetings. Following the last fair meeting CARF shall provide PCQHRA with an accounting of all monies allocated at the fair meetings. At the conclusion of each fair meet CARF will assess the purse over/underpayment status and with the consent of PCQHRA may adjust purse levels as necessary.

.

14. In the event of the cessation, termination, cancellation or inability to stage a race meet due to any changes in the Horse Racing Law, both parties are relieved from further fulfillment of the Agreement and it may be terminated upon written notice by either or both parties.

15. (a) This Agreement may not be assigned by any party without the prior written consent of the other party.

(b) This Agreement supersedes and replaces all prior agreements between the parties named herein and becomes binding upon the parties upon the signatures of authorized officials of PCQHRA and CARF.

(c) If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to a reasonable attorney's fee which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

(d) Subject only to this Agreement and applicable law, the management of TRACK'S premises and the conduct of race meets is the sole prerogative of TRACK.

16. It is understood and agreed that the CALIFORNIA AUTHORITY OF RACING FAIRS is not a party to this Agreement, but is acting solely for the benefit and convenience of its members; that TRACKS listed in Attachment "A" are the parties to this Agreement; and that all

benefits and liabilities to the parties created by this Agreement are solely those of PCQHRA and the TRACKS.

17. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties. A signed copy of this Agreement transmitted by facsimile machine or electronically by any means shall have the same force and effect as an original signature.

DATE 4/14/22

PACIFIC COAST QUARTER HORSE RACING ASSOCIATION, INC.

BY: _____

PCQHRA
P. O. Box 919
Los Alamitos, CA 90720

DATE 4/14/22

CALIFORNIA AUTHORITY OF RACING FAIRS

BY: _____

CARF
1776 Tribute Road, Suite 205
Sacramento, CA 95815

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APPENDIX "A"

Alameda County Fair	Jerome Hoban CEO	4501 Pleasanton Dr. Pleasanton, CA 94566 925-426-7600
California State Fair	Rick Pickering CEO	1600 Exposition Blvd. Sacramento, CA 9581 916-263-3247
Humboldt County Fair	Rich Silacci CEO	1250 5th Street Ferndale, CA 95536 707-786-9511
Big Fresno Fair	Lauri King Deputy Fair Mgr.	1121 Chance Avenue Fresno, CA 93702 559-650-3081

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APPENDIX "B"
2022 QUARTER HORSE STAKES SCHEDULE

Alameda County Fair

Jack Robinson Handicap – 48th Running Three Year Olds and Upward - 350 Yards	$8,000 Guaranteed

California State Fair

The Jack Clifford –23rd Running For Three Year Olds & Upward - 350 Yards	$8,000 Guaranteed

Big Fresno Fair

Fresno Quarter Horse Futurity-29th Running For Two Year Olds - 350 Yards	$8,000 Guaranteed

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2022
RACING AGREEMENT

BETWEEN

CALIFORNIA AUTHORITY OF RACING FAIRS
(THIS DOES NOT INCLUDE THE SONOMA COUNTY FAIR)

AND

THE ARABIAN RACING ASSOCIATION OF CALIFORNIA

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AGREEMENT

This Agreement is between CALIFORNIA AUTHORITY OF RACING FAIRS, a joint exercise of powers agency representing its members identified in Appendix "A" (hereafter "TRACK"), and the ARABIAN RACING ASSOCIATION OF CALIFORNIA, INC. (hereafter "ARAC").

1. The purpose of this Agreement is to provide for the payment by TRACK to Arabian horsemen of the purses, stakes and breeder awards authorized by law, the orderly administration and conduct of Arabian racing at TRACK'S race meeting, and the cooperative resolution of other matters related to the race meet which may be of concern to the parties.

2. The provisions of the Agreement shall be applicable to the Arabian horse races conducted by TRACK under license from the California Horse Racing Board during the calendar year of 2020.

3. (a) TRACK is either a California Exposition and State Fair, county fair or district agricultural association (fair), organized and existing under the laws of the State of California, and is a public entity receiving state money to conduct fairs. For purposes of conducting Arabian racing at fair race meetings, TRACK is licensed to do so by the California Horse Racing Board (CHRB), and is subject to the applicable provisions of the California Horse Racing Law (Chapter 4, Division, 8, Business and Professions Code) and the applicable provisions of the Rules and Regulations of the CHRB (Title 4, California Administrative Code, Chapter 4).

TRACK is a member or associate member of the CALIFORNIA AUTHORITY OF RACING FAIRS (CARF). CARF is a joint exercise of powers agency pursuant to California Government Code, Articles 1 and 2, Chapter 9, Division 7 of Title 1. CARF has been designated by TRACK to represent, negotiate and contract on its behalf with ARAC for the matters specified in this Agreement.

TRACK warrants and represents that it has the authority to enter into this Agreement and that this Agreement shall be binding upon TRACK, its members' agents, employees and officials during the term of the Agreement.

(b) ARAC is a horsemen's organization representing horse owners and trainers of Arabian horses, and is an organization empowered to contract with TRACK for the conduct of a race meeting, subject to the provisions of the California Horse Racing Law and the Rules and Regulations of the CHRB.

ARAC warrants and represents that it has the authority of its membership to enter into this Agreement, and that this Agreement shall be binding upon ARAC members. Any horse owner who accepts the conditions of the race meeting by accepting stall space at TRACK or other designated auxiliary stall facility, or who races at TRACK, will also be bound by this Agreement and ARAC will use its best efforts to ensure such compliance...

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(c) The parties hereby incorporate by reference and make applicable to this Agreement, the provisions of Article 22, Sections 2040-2045 inclusive of Title 4, California Administrative Code, Chapter 4.

(d) The parties agreed that ARAC'S representative capacity and authority to contract is for the year 2022 only.

4. TRACK shall pay in stakes and purses a sum in lawful money of the United States equal to the amount specified in Section 19614 and 19614.1 of the Business and Professions Code and Sections 19605.7 (b), (c), (e), (h), 19606, 19606.3 and 19606.4 plus the additional sum representing "exempt" breakage as defined in Business and Professions Code 19491, 19491.5 and 19606.

5. From the total amount authorized in paragraph 4, above, TRACK shall withhold the sum of 10 percent (10%), of earned purses payable to ARAC within 15 days of the close of the meet, as and for the administrative expense of ARAC for services rendered to horsemen and TRACK, as authorized by Business and Professions Code 19613 (c) and (d).

6. At the close of the race meet, if TRACK has incurred an underpayment to Arabian horsemen less than $5,000, such amount shall be carried over to the next race meeting.

7. Pursuant to Section 19543 of the Business and Professions Code, TRACK shall schedule Arabian horse racing as set forth in their 2022 license applications or as approved by the CHRB. In consideration of ARAC's undertakings hereunder. TRACK will consider additional Arabian races as conditions warrant and at the discretion of the Racing Secretary.

8. Cal-Bred Owner's Premiums and Awards shall be paid pursuant to the Horse Racing Law.

9. So long as TRACK is abiding by the provisions of the Agreement, any person, whether a member of ARAC or not, engaging in, encouraging or assisting any strike, picketing, stoppage, or other interference in violation of this Agreement or who refuses to abide by the terms and conditions of the race meet, the provisions of the stall applications, or TRACK rules and regulations applicable to horse owners, trainers and their agents and employees, shall be subject to immediate dismissal from TRACK'S stall space (or designated auxiliary facility) and shall, unless otherwise agreed to by TRACK, not be permitted to participate in the race meet.

10. The parties agree that it is in their best interest that matters arising under this Agreement or pertaining to Arabian racing at the race meet be settled by them by negotiation and consultation. To that end, the parties shall meet and confer as may be necessary.

In order to facilitate the racing of Arabian horses, ARAC shall:

(a) Make best effort to provide a representative be present at each TRACK prior to and during the racing of Arabian horses that shall be authorized to act for and on behalf of Arabian horsemen in all matters pertaining to this Agreement. TRACKS shall cooperate with ARAC in writing the conditions of the races provided herein, so as to properly accommodate a full season of racing.

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(b) An onsite representative is at the discretion of the ARAC.

(c) In the event additional purse money is required to pay purses larger than for which funds are available at TRACK, or for new or additional races, if any, ARAC shall deposit such funds with TRACK not less than 10 days prior to the race meet. If necessary, ARAC shall provide funds for all stakes races at any TRACK where stakes have been agreed. Failure to provide funds required by this Agreement may result in cancellation of the race.

(d) Make its best effort to ensure that race meet fields or horses are not less than seven (7) in which event TRACK may cancel race, if approved by the stewards.

(e) All races will be placed in the beginning of the program.

(f) Apply for allocated stall space (paragraph 11) no less than 20 days before the TRACK'S opening day of racing. TRACK will assign stalls to only eligible horse 10 days before the meet opens at the Racing Secretary's discretion. Stalls not applied for or not filled will be reassigned, at TRACK'S discretion.

(g) Notify its members that horsemen/trainers with a delinquent account at any track covered by this Agreement shall not be permitted to occupy stall space or enter horses to race at any TRACK until such account has been paid.

(h) Notify its membership, on a timely basis, of the provisions of this Agreement.

11. TRACK shall make reasonable efforts to provide owners and trainers with vacant trailer spaces. Reservations shall be mailed by applicants to TRACK not less than twenty (20) days prior to the opening of the race meet. The Pleasanton Track will be open on 1 June for stabling. The track will open when sufficient horses are on site to merit opening it.

12. TRACK will pay eight (8) places, first through eight. The following formula shall be used: First Place, 55%; Second Place, 20%; Third Place, 12%; Fourth Place, 7%; Fifth Place, 2%; Sixth Place, 2%; and Seventh Place, 1%; Eighth Place, 1%. In the event there is less than an eight-horse field, the applicable percentage will be paid out as purse money in 2020 or as retroactive money. In addition, TRACK will not pay a starter fee, out of state ship in funds and each fair racing secretary will insert the following statement in the condition book at each respective fair: "Winners of $1500 or less (net) to include maidens not considered." Funds generated for workmen's compensation relief from exotic wagers will be pooled with all emerging breeds and dispersed at the end of the summer fairs on a basis of total pool generated by all breeds divided by the total starts of all breeds.

13. TRACK will provide no funds for stakes races. All Overnight purses will be $6,000.

Any supplements for stakes will be $6,000 also. This applies to Pleasanton, Sacramento and Fresno. HCF purses will remain at the levels of 2021. If Overnight purses generated exceed purses paid out purses will be adjusted accordingly.

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14. No party to this Agreement will discriminate against the other party solely due to membership in ARAC or CARF, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex, or age.

15. In the event of the cessation, termination, cancellation or inability to stage a race meet due to any changes in the Horse Racing Law, both parties are relieved from further fulfillment of the Agreement and it may be terminated upon written notice by either or both parties.

16. (a) This Agreement may not be assigned by any party without the prior written consent of the other party.

(b) This Agreement supersedes and replaces all prior agreements between the parties named herein, and becomes binding upon the parties upon the signatures of authorized officials of ARAC and CARF.

(c) If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to a reasonable attorney's fees which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

(d) Subject only to this Agreement and applicable law, the management of TRACK'S premises and the conduct of race meets is the sole prerogative of TRACK.

17. It is understood and agreed that the CALIFORNIA AUTHORITY OF RACING FAIRS is not a party to this Agreement, but is acting solely for the benefit and convenience of its members; that TRACKS listed in Appendix "A" are the parties to this Agreement; and that all benefits and liabilities to the parties created by this Agreement are solely those of ARAC and the TRACKS. Appendix "B" lists the contacts for ARAC.

DATED_____	DATED_____
ARABIAN RACING ASSOCIATION OF CALIFORNIA, INC.	CALIFORNIA AUTHORITY OF RACING FAIRS
BY _____	BY_____
Cory Soltau, Chairperson	Larry A. Swartzlander On behalf of the TRACKS listed in Appendix "A"
Address:	Address:

RECEIVED 09/20/2020 08:21PM

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BY _____
Cory Soltau, Chairperson

Address:
240 Joseph Lane
Pleasanton, CA 94588

BY Larry A. Swartzlander
Larry A. Swartzlander
On behalf of the TRACKS listed in Appendix "A"
Address:
California Authority of Racing Fairs
1776 Tribute Road, Suite 150
Sacramento, CA 95815

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240 Joseph Lane
Pleasanton, CA 94588

California Authority of Racing Fairs
1776 Tribute Road, Suite 150
Sacramento, CA 95815

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APPENDIX "A"

Alameda County Fair	Jerome Hoban CEO	4501 Pleasanton Dr. Pleasanton, CA 94566 925-426-7600
Humboldt County Fair	Rich Silacci CEO	1250 5th Street Ferndale, CA 95536 707-786-9511
California State Fair	Rick Pickering CEO	1600 Exposition Blvd. Sacramento, CA 9581 916-263-3247
Big Fresno Fair	Lauri King Dep General Manager	1121 Chance Avenue Fresno, CA 93702 559-650-3081

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CALIFORNIA AUTHORITY OF RACING FAIRS
a California joint powers agency

1776 Tribute Road, Suite 150
Sacramento, CA 95815
Office: 916.263.3346 Fax: 916.263.3341
www.calfairs.com

April 6, 2022

The following matters are agreed to as of April 6, 2022 by and between the Thoroughbred Owners of California (TOC), the California Thoroughbred Trainers (CTT)and the California Authority of Racing Fairs (CARF) regarding Race Day furosemide Administration for the 2022 California Authority of Racing Fairs (CARF):

1. Term. This Agreement shall have a term of June 17, 2022 and continue through October 16, 2022.

2. CARF Furosemide Protocol. Exhibit A.

3. Medication Administration Protocol. Exhibit B.

4. Race Day Furosemide Administration by CARF veterinarians. Exhibit C.

5. Protocol Prior to Medication Administration. Exhibit D.

6. Program Staffing and Costs. Exhibit E.

Agreed and Accepted:

Thoroughbred Owners of California

By:

Name: Mary Forney

Title: Executive Director

California Thoroughbred Trainers

By:

Name: Alan F. Balch

Title: Executive Director

The California Authority of Racing Fairs

By:

Name: Larry A. Swartzlander

Title: Executive Director

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Exhibit A

CARF Member Fairs Furosemide Protocol

Furosemide (Lasix/Salix) may be administered on race day only if the horse is registered on the CHRB authorized bleeder medication list as provided for pursuant to 4 CCR 1845. If a horse is not registered on the CHRB authorized bleeder medication list, as provided pursuant to 4 CCR 1845 the horse may not receive furosemide on race day. The following rules shall govern the use of race day furosemide:

1. Race day furosemide shall only be administered by the furosemide veterinarian or furosemide technician. Any horse which receives race day furosemide from any person other than the furosemide veterinarian or furosemide technician shall be scratched from the race.

2. All horses that wish to be administered race day furosemide must be registered on the CHRB authorized bleeder medication list even if they have raced in other jurisdictions on race day furosemide.

3. The Stewards shall scratch a horse if they are unable to determine that a horse on the authorized bleeder medication list has been administered furosemide prior to a race, or that furosemide was administered to a horse less than four hours prior to the post time of a race that horse is entered to run.

4. Furosemide is the only authorized race day medication at a single IV dose between 150 mg-250 mg (3 cc to 5 cc). A horse registered to be administered furosemide shall receive 250 mg of furosemide intravenously unless an alternative dose of not less than 150 mg and not more than 250 mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.

5. A horse registered on the official authorized bleeder medication list must remain on the list unless the trainer or owner's veterinarian requests the horse be removed. The request must be made using the applicable CHRB form, and which must be submitted to the official veterinarian and approved prior to the time of entry. A horse removed from the authorized bleeder medication list may not be placed back on the list for a period of 60 calendar days unless the official veterinarian determines it is medically necessary for the horse. If a horse is removed from the authorized bleeder medication list a second time in a 365-day period, the horse may not be placed back on the list for a period of 90 calendar days.

6. Horses registered on the authorized bleeder medication list which run in jurisdictions that do not allow the use of furosemide on race day do not require re-registering upon returning to California. A horse registered on the CHRB authorized bleeder medication list must receive furosemide. Failure to receive furosemide while registered in the CHRB authorized bleeder medication shall result in the horse being scratched from the race.

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7. The trainer of any horse to be entered in a race at CARF Member Fairs shall report any previous or current incidents of exercise induced pulmonary hemorrhage and any previous adverse reactions to furosemide to the furosemide veterinarian and the CHRB official veterinarian.

8. As it relates to all horses that are entered to race on any given day and that are either stabled at a CARF Member Fair or have arrived at CARF Member Fair on race day, the trainer shall post the applicable CHRB detention stall sign on the horse's stall no later than eight (8) hours prior to the post time of the race for which the horse is entered or, for a horse arriving from off grounds of the racetrack, when the horse is placed in a pre-race security stall. Notwithstanding the generality of the foregoing, if CARF personnel announce an earlier time for posting the CHRB detention stall sign for any particular race day, all trainers shall be required to post the applicable CHRB detention stall sign at such earlier time.

9. As it relates to all horses that are entered to race on any given day and that are not stabled at a CARF Member Fair or have not arrived at a CARF Member Fair eight (8) hours prior to the post time of the race for which the horse is entered, the trainer shall post the applicable CHRB detention stall sign on the horse's stall at the off-site stabling facility no later than eight (8) hours prior to the post time of the race for which the horse is entered and at the stall at the appropriate CARF Member Fair that the horse will occupy when the horse is placed in the pre-race security stall. Notwithstanding the generality of the foregoing, if CARF Member Fairs personnel announce an earlier time for posting the CHRB detention stall sign for any particular race day, all trainers shall be required to post the applicable CHRB detention stall sign at such earlier time. All horses that are stabled at an off-site stabling facility must arrive at CARF Member Fairs no later than two (2) hours prior to post time of the first (1st) race of the day.

10. Regardless of the time of arrival at a CARF Member Fair, if the horse is not stabled at a CARF Member Fair, CARF Member Fairs security officers which are assigned to the gate(s) through which horses arrive from other locations shall maintain a log depicting the horse’s name, time of arrival, scheduled race number and post time. In the event that a horse arrives less than two (2) hours prior to the post time of the first (1st) race of the day, the security officer shall notify the Stewards and racing secretary of the late arrival.

11. No furosemide will be administered to any two-year-olds.

12. No furosemide will be administered to any entrant in a stakes race.

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Exhibit B

Medication Administration Protocol

1. Furosemide Veterinarians highlight their assigned horses on treatment sheet.

2. The furosemide coordinator, furosemide veterinarians, and furosemide technicians shall review treatment assignments by performing a roll call of each horse in each race to verity that:

   a. All furosemide eligible horses are assigned to a veterinarian or technician.

   b. Only one furosemide veterinarian or technician is assigned to each horse.

   c. Furosemide ineligible horses are not assigned for furosemide treatment.

   d. Scratches, medication status changes, and stall assignments changes are accurately recorded by all.

3. Furosemide shall be administered only after: a) the trainer, owner, or the owner's veterinarian has consulted with the furosemide veterinarian regarding the condition of the horse, and b) the furosemide veterinarian has examined the horse sufficiently to establish a veterinary- client-patient relationship in accordance with 16 CCR 2032.1.

4. Furosemide administration shall be performed in the horses' stalls between 4 ½ to 4 hours prior to the published post time for the race in which the horse is entered. Veterinarians or technicians are not to administer furosemide after the 4- hour deadline unless authorized by the Stewards.

5. If a horse is not in its assigned barn/stall when treatment is attempted, the veterinarian, or technician, is to promptly notify the furosemide coordinator who shall contact the Stewards (to have them determine the location of the horse) and then advise the veterinarian, or technician, of the horses' status / location.

6. If no attendant is present, the horse will not be treated. The veterinarian, or technician, will radio the furosemide coordinator who shall notify the Stewards and request instruction.

7. Administration of the medicine.

   a. The furosemide veterinarian, or technician, shall:

      i. Advise the attendant that he/she is present to administer furosemide and states the horse's name and race number.

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ii. Notify the furosemide coordinator (via telephone or radio) that he/she is preparing to treat the horse by stating the race number, horse's program number, and the horse's name. If all information is correct, the furosemide coordinator shall respond with an affirmation for the veterinarian, or technician, to proceed. If any information is not correct, the furosemide coordination shall notify the Stewards and inform the veterinarian, or technician, of the Stewards instructions.

iii. Confirm the horse's identity by tattoo inspection. The trainer's attendant shall display the tattoo as the furosemide veterinarian, or technician, shall not contact a horse's mucous membranes unless wearing disposable exam gloves. If the lip tattoo is illegible or no tattoo is present, the furosemide veterinarian, or technician shall use the horse's physical description (as provided in the InCompass printout) to verify its identity if the lip tattoo. The furosemide veterinarian, or technician, shall notify the furosemide coordinator and a note will be made on the Horse ID sheet. Microchip readers will be used to identify horses when microchips are widely available.

**If the identity of a horse cannot be verified, the veterinarian, or technician, shall notify the furosemide coordinator who shall notify the Stewards and wait for further instruction.

b. Trainers are required to have an attendant present when a horse is administered race day furosemide to:

i. Catch and hold the horse.

ii. Display the tattoo to the furosemide veterinarian, or technician if applicable, assist in identifying the horse through microchip reader.

iii. Assist, upon the instruction of the furosemide veterinarian, or technician, with the administration of the furosemide.

iv. Perform any additional functions necessary and related to the administration of the race day furosemide.

c. A horse registered to be administered furosemide shall receive 250 mg of furosemide intravenously unless an alternative dose of not less than 150 mg and not more than 250 mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.

d. To administer the medication the furosemide veterinarian, or technician, shall:

i. At the discretion of the administering veterinarian, or technician, use alcohol swabs to assist in visualization of the jugular vein.

ii. The veterinarian, or technician, requests the attendant to elevate the horse's head to position it so that the jugular vein is accessible and easily visualized.

iii. The injection site is the proximal third of the left jugular vein, distal to Viborg's triangle. Right sided administration may be performed if warranted by condition of the left vein or at the request of the trainer. Right sided administration is to be noted on the Horse Identification Program.

iv. The veterinarian occludes and visualized the jugular vein, directs the needle cranially and aspirated to verify needle placement. Aspiration is repeated as necessary to confirm correct needle placement.

**In the event of an adverse reaction or other emergency related to the administration of furosemide, the furosemide veterinarian, or technician, who administered the furosemide, shall attend the horse until the arrival of the owner's veterinarian.

8. After the medicine has been administered, the furosemide veterinarian, or technician, shall:

a. Notify the official veterinarian of the treatment of the horse. Such notification shall be made on the applicable CHRB form and given no later than two hours prior to post time of the race for which the horse is entered.

b. Comply with all record keeping requirements of 16 CCR 2032.3.

c. Complete recording of information on the Horse Identification Program with:

i. Time of administration.

ii. Barn/stall (if not previously noted).

iii. Furosemide dose.

iv. Attendant's California CHRB license number or Stable Badge number. If the attendant has no form of photo identification, the veterinarian will inform the furosemide coordinator who will notify the Stewards.

d. Secure the attendant's signature on the Horse Identification Program.

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e. All parties present during the administration of furosemide shall certify in writing that they have witnessed the furosemide administration by signing the applicable CHRB form. The furosemide veterinarian, or technician, shall place the syringe used to administered race day furosemide in an evidence/ biohazard tamper-proof bag which will be sealed in front of the witnesses. The witnesses shall sign the sealed evidence/ biohazard tamper-proof bag. The evidence/ biohazard tamper-proof bag shall be labeled with:

i. Name of horse.

ii. Name of trainer.

iii. Date and time of furosemide administration.

f. The sealed and signed evidence/ biohazard tamper-proof bag containing the syringe will be delivered to CHRB.

g. A summary of events shall be written by the administering veterinarian, or technician, and provided to the Racing Secretary.

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Exhibit C

Race Day Furosemide Administration by CARF Member Fairs Furosemide Veterinarians

Each racing day veterinarians responsible for medication administration shall perform an inventory of their kit and restock as necessary. The kit shall contain:

1. Salix
2. Epinephrine
3. 5/6cc syringes with 20G X 1 ½" needles
4. 1 0/12cc syringes with 20G X 1 ½" need les
5. 190 X I ½" silicone-free needles
6. Sharpie pens (fine point)
7. Highlighters
8. Small flashlight or penlight
9. Biohazard/Evidence bag
10. Colored tags & tape
11. Form CHRB- 36 Bleeder Treatments Report (See appendix XX)
12. Disposable exam gloves

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Exhibit D

Protocol Prior to Medication Administration

Furosemide Coordinator Duties:

1. Retrieve list of horse in-today on official CHRB authorized bleeder medication list from the CHRB Official Veterinarian's secretary.

2. Obtain official scratch information from Stewards and any last-minute change to CHRB authorized bleeder medication eligibility changes from the official veterinarian or the Official Veterinarian's secretary.

3. Complete CHRB-36 (see Appendix XX for BC Example) for each horse in-today on the CHRB authorized bleeder medication list.

4. Assign treatments to Furosemide veterinarians or RVT's (initials or A, B, C, or D) for each race.

5. Download the Horse Identification Program PDF file from Incompass website as follows:

   a. http://rto.incompasssolutions.com.

   b. Click on Incompass login.

   c. Select track (PLN, SAC, HUM, FNO) and ongoing meet dates interval.

   d. Select Menu/ Program/ Reports/ Horse Identification.

   e. Enter race date via calendar icon.

   f. Verify all Print boxes contain checks.

   g. Click “View/ Print".

   h. Print report, single-sided, letter sized (8.5X11") paper.

6. Annotate the Master Horse Identification Program by:

   a. Writing the post time for each race to the LEFT of center on each page.

   b. Writing the treatment interval for each race (4½ to 4 hours prior to post time) to the RIGHT of center on each page.

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c. For races spanning more than one page, prominently writing FLIP OVER on the BOTTOM RIGHT of the first page for that race.

d. Crossing out scratched horses.

e. Logging Barn (and Stall number if known) in the left margin by each horses' name. This information is obtained from the Barn list and daily Receiving Barn assignment maintained by the Racing Secretary / Stall Person / Receiving Barn Manager.

f. Recording Salix eligibility changes.

g. Writing NO SALIX over the names of horse not designated to race on Salix. Horses eligible to receive Salix will have an (L) notation to the right of their name.

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Exhibit E

Staffing Requirements for CARF Member Fair Lasix Program

1. CARF Member Fairs will provide staffing for the administration of furosemide asfollows:
    a. One furosemide coordinator
    b. One furosemide technician per veterinarian administering Lasix
    c. One to Two Pre-Approved Veterinarians
        i. Dependent on race day entries

2. The Fitness Veterinarian will provide Lasix administration services with the aid of atechnician for any race card that has 49 or less horses requiring Lasix.
    a. If a race card has more than 50 horses requiring the administration of Lasix, asecond pre-approved Lasix Veterinarian will be hired to assist with the administration of Lasix

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Agenda Item 10

STAFF ANALYSIS
May 19, 2022

Issue: RENEWAL APPLICATION FOR LICENSE TO OPERATE A MINISATELLITE WAGERING FACILITY AT THE OC TAVERN INC., IN SAN CLEMENTE, CALIFORNIA, FOR A PERIOD OF UP TO FIVE YEARS.

OC Tavern Inc. filed an application for renewal of its license to operate a minisatellite wagering facility, for a period of up to five years. Southern California Off Track Wagering, Inc. (SCOTWINC) has acted as the joint coordinator during the application process. OC Tavern is currently licensed through June 23, 2022.

- OC Tavern Inc. is a restaurant, bar, and concert hall facility located in San Clemente, California. The proposed wagering site is in the southern zone.

Business and Professions Code section 19605.25(a)(1) provides that no minisatellite may be within 20 miles of a racetrack, a satellite wagering facility, or a tribal casino that has a satellite wagering facility. If the proposed facility is within 20 miles of one of the above-referenced satellite facilities, then the consent of each facility within a 20-mile radius must be given before the proposed facility may be approved by the Board.

- SCOTWINC has stated that there is no racetrack(s), satellite wagering facility or tribal casino that has a satellite wagering facility located within a 20-mile radius of the applicant.

- OC Tavern Inc. has contracts/agreements with the following racing associations:

  - California Authority of Racing Fairs
  - Del Mar Thoroughbred Club
  - Los Angeles County Fair Association
  - Los Angeles Turf Club
  - Los Alamitos Quarter Horse Racing Association
  - Los Alamitos Racing Association
  - Pacific Racing Association
  - Sonoma County Fair and Exposition
  - WatchandWager.com, LLC

- The simulcast organization engaged by the contracted associations to conduct simulcast wagering is Southern California Off Track Wagering Incorporated.

- Applicant proposes to operate the minisatellite wagering site Monday through Sunday – 8:00am – 12am or as required per racing program provided by CA Host Tracks.

- Estimated number of pari-mutuel terminal machines available is 17. Seating Capacity is 75 inside and 30 on the patio; the number of tables in the minisatellite wagering area is 15 inside and 8 on the patio. There are 57 Large Screen TVs; DirectTV is the provider; Roberts Communication Decoders & Satellite equipment provided per SCOTWINC.

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- Staffing: The minisatellite will be staffed according to the needs of the property with one public safety officer and at least one facility manager on duty during operating hours. The parimutuel manager of the operating Host Track will determine the number and assignment of mutuel employees based upon the projected handle and attendance. On most weekdays, one teller will be assigned, with two on weekends, or as needed.

Specific information/documentation still needed to complete this application include:

1. $500 application fee.
2. Audited Profit and Loss Statement.

Specific information/documentation that will need updating during the proposed approval period:

1. Workers' compensation liability insurance expires February 21, 2023.

RECOMMENDATION:

If the application is considered for approval, staff recommends an approval contingent upon the submission of outstanding items.

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State of California
California Horse Racing Board
Application for License to Operate a Minisatellite Wagering Facility
CHRB–228 (New 11/08)

Application is hereby made to the California Horse Racing Board (CHRB/Board) for a license to operate a minisatellite wagering facility in connection with a horseracing meeting and/or parimutuel wagering in accordance with the Business and Professions Code, Chapter 4, Division 8 (Horse Racing Law) and the California Code of Regulations, Title 4, Division 4 (Rules and Regulations of the California Horse Racing Board).

Part I: To be completed by applicant seeking to operate a minisatellite wagering facility pursuant to Business and Professions Code section 19605.25.

Part II: To be completed by association(s) that has/have reached an agreement with the applicant to conduct minisatellite wagering.

Part III: To be completed by simulcast organization that has reached an agreement to provide services necessary for the conduct of minisatellite wagering pursuant to Business and Professions Code sections 19605.25 & 19605.3.

PART I
MINISATELLITE WAGERING APPLICANT INFORMATION

APPLICANT INFORMATION		
Name of applicant: OC TAVERN INC. The applicant is: ☐ Racing Association ☐ Fair ☐ Federally Recognized Indian Tribe	☐ Card Room/Gambling Establishment X☐ Restaurant/Bar ☐ Other Business Entity	
Facility street address: 2369 South El Camino Real		
Mailing address (if different from above): same as above		
E-mail address: octavern@gmail.com		
City: San Clemente	State: CA	Zip Code: 92672
Phone: 949-542-8877	Fax: N/A	Website: www.octavern.com
County: ORANGE	Zone Location: North ☐ South ☐ Central☐ (To be completed by CHRB staff)	
CONTACT PERSON (Authorized Representative)		
Name and title of the contact person: Christopher Dalgaard		
Business street address: 2369 South El Camino Real		
Mailing address (if different from above):		
City: San Clemente County:	State: CA	Zip Code: 92672
Phone: 949-275-2453	E-mail: octavern@icloud.com	Fax: N/A

State of California
California Horse Racing Board
Application for License to Operate a Minisatellite Wagering Facility
CHRB–228 (New 11/08)

Dates during which the applicant proposes to operate as a minisatellite wagering facility:
June 23, 2022 – June 23, 2027

NOTICE TO APPLICANT: If approved for license, the term of license shall not exceed two years pursuant to Business and Professions Code section 19605.25 (h).

Have you previously operated a licensed gaming operation in California or another state? Yes X☐ No.☐

Do you currently operate a licensed gaming operation in California or another state? Yes X☐ No.☐

If yes to either question above, provide the following:

Valid licensure period: Begin Date: June 22, 2017 End Date: June 23, 2022

Facility name and address: OC Tavern Inc.		
City: San Clemente	State: CA	Zip Code: 92672
County: Orange		
	Zone Location: North ☐ South ☐ Central☐ (To be completed by CHRB staff)	

Have you had a gaming operation license that has been revoked or suspended. Yes ☐ No X☐

If yes, provide the following if different from above:

Facility name and address:		
City:	State:	Zip Code:
Racing Jurisdiction:		

BUSINESS STRUCTURE

X ☐ Corporation ☐ Public ☐ Private x☐ Sub-S ☐ Sub-C ☐ Limited Partnership ☐ Limited Liability Company	☐ Partnership & Joint Venture ☐ Sole Proprietorship	☐ Other If you have listed your company as other please identify your company structure:

Registered Business Name: OC Tavern Inc.

Fictitious Business Name: OC Tavern Grill & Sports Bar

Address: 2369 South El Camino Real		
E-mail Address: octavern@icloud.com		
City: San Clemente	State: CA	Zip Code: 92672
Phone: 949- 542-8877	Fax: N/A	
State where registered or Articles of Organization are filed: CA	Registry or File number: C4054065	

State of California
California Horse Racing Board
Application for License to Operate a Minisatellite Wagering Facility
CHRB–228 (New 11/08)

Name of all officers, directors, and managers. For officers, directors, and managers that have no ownership, enter "0%" in the ownership column. For members of a Limited Liability Company, list membership interest in ownership column. For partners, following the individual's name indicate whether general or limited partners. (true names)

Entity/Individual Name and Title	Entity's Business Address/ Individual's Address of Record	Ownership% (if any)	Compensation Agreement
Christopher Dalgaard	2369 South El Camino Real San Clemente CA 92672	100%	

Are shares listed for public trade?	If yes on what stock exchange?
Yes☐ NoX☐	

If more than 50 percent of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity.
All entities that own 5 percent or more must fulfill the instructions for Full Disclosure Statement.

Attach the most recent annual financial statement for the applicant, including balance sheet and profit and loss statement, and a copy of a report made during the preceding 12 months to shareholders in the corporation and/or the Securities and Exchange Commission and/or the California Corporations Commission.

MANAGEMENT AND STAFF
(Minisatellite Wagering Facility)

Name and title of the managing officer(s) and/or general manager(s) of the business.

Name	Title
Christopher Dalgaard	Owner/President

ASSOCIATION CONTRACT/AGREEMENT

Name(s) of racing association(s) with whom you intend to have a contract or agreement:
Santa Anita, Los Alamitos, Del Mar

Addresses of racing association(s):

Racing association(s) phone numbers:

Proposed contract dates: From To: (inclusive).
June 23, 2022 – June 23, 2027

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Exhibit

Associations With Contract/Agreement:	Phone / Fax
CALIFORNIA AUTHORITY OF RACING FAIRS 1776 Tribute Rd., Suite 205 Sacramento, CA 95812	P: (916) 927-7223 F: (916) 263-3341
Del Mar Thoroughbred Club 2260 Jimmy Durante Bl. Del Mar, CA 92014	P: (858) 755-1141 F: (858) 794-1007
Los Alamitos Racing Assoc. (T) **Los Alamitos Quarter Horse Racing Assoc.** 4961 Katella Ave. Los Alamitos, CA 90720	P: (714) 820-2760 F: (714) 820-2813
Los Angeles County Fair c/o 4961 Katella Ave. Los Alamitos, CA 90720	P: (714) 820-2760 F: (714) 820-2813
Los Angeles Turf Club 285 W Huntington Drive Arcadia, CA 91007	P: (626) 574-7223 F: (626) 821-1514
Pacific Racing Association 1100 Eastshore Highway Berkeley, CA 94710	P: (510) 559-7300 F: (510) 559-7464
Sonoma County Fair 1350 Bennet Valley Drive Santa Rosa, CA 95404	P: (707) 545-4200 F: (707) 545-9342
Watch & Wager, LLC 1600 Exposition Bl. Sacramento, CA 95815	P: (916) 263-3000 F: (916) 800-1395

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State of California
California Horse Racing Board
Application for License to Operate a Minisatellite Wagering Facility
CHRB–228 (New 11/08)

Attach a certified check payable to the Treasurer of the State of California in the amount of $500 for the nonrefundable minisatellite application fee.

CHRB CERTIFICATION	
Application filed on:	30-day Notice Letter:
Fee received by:	Approved on:
Reviewed by:	License number issued:

CERTIFICATION BY APPLICANT

I hereby certify under penalty of perjury that I have examined this application, that all of the foregoing statements in this application are true and correct, and that I am authorized by the applicant contractor to attest to this application on its behalf.

Name Christopher Dalgaard	Signature of Applicant Representative Signature
Title CEO, Owner, President	Date: 3-24-22

State of California
California Horse Racing Board
Application for License to Operate a Minisatellite Wagering Facility
CHRB–228 (New 11/08)

INSTRUCTION SHEET FOR FULL DISCLOSURE STATEMENT

Background Information and Ownership

By authority of Chapter 4, Division 8, sections 19420 and 19440 of the California Business and Professions Code; and to allow an evaluation of the competence, integrity, and character of potential licensees, all applicants for license as contractors, sub-contractors and all concessionaires applying for Board approval, including any person, corporation, trust, association, partnership or joint venture which submits an application for license or approval shall comply with the provisions set forth below. Please use a separate sheet of paper to supply the requested information.

I. BACKGROUND INFORMATION

(A) PERSONAL INFORMATION - Application documents must include for each individual who is a director, officer, or partner in the application, or an owner of an interest in the applicant of 5 percent or more:

(1) The individual's full name and any previous names or aliases;
(2) the individual's date of birth;
(3) a physical description of the individual;
(4) the individual's business addresses and telephone numbers and
(5) a disclosure of employment, educational and military history for the past 20 years or since the age of 18 years.

(A1) PERSONAL HISTORY - Application documents must include a completed Personal History Record, CHRB-25A, for each individual named in subsection (A) who is a director, officer, or partner in the application or an owner of an interest in the applicant of 5 percent or more.

(B) RELATIONSHIP - The application documents must state, for each individual providing information under subsection (A) of this section, whether the individual is related to a member of the California Horse Racing Board or an employee of the Board. A half-relationship or step-relationship is considered to be a familial relationship for purposes of this section.

(C) CORPORATIONS - If the applicant is a corporation, the application documents must state:

(1) The state in which the applicant is incorporated and
(2) the name and address of the applicant's agent for service of process in California.

(D) INDICTMENTS OR CONVICTIONS

If the applicant is a corporation, the application documents must include a statement disclosing whether the corporation is presently or has ever been indicted or convicted of a criminal offense, e.g., felony or misdemeanor.

II. OWNERSHIP

(A) IDENTIFICATION AND LOCATION - The application documents must include:

(1) A list of all names used by the applicant; and
(2) the name of the agent and the address and telephone number of the office of the applicant for service of process in California.

(B) BUSINESS STRUCTURE - The application documents must describe the applicant's business structure and include an organizational chart.

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(C) ORGANIZERS - If the applicant is not an individual and was organized less than five years before the date on which the application documents are submitted to the Board, the application documents must state:

(1) The name of each individual who was an organizer or promoter of the applicant;
(2) the nature and amount of assets, services, or other consideration contributed to the applicant by an organizer or promoter of the applicant; and
(3) the nature and amount of anything of value given by the applicant to an organizer or promoter of the applicant.

(D) ORGANIZATIONAL DOCUMENTS

(1) If the applicant is a corporation, the application documents must include:

(a) A statement of when and in what state the corporation was organized;
(b) a certified copy of the articles of incorporation and by-laws of the applicant;
(c) a statement and documentation of whether the corporation has been reorganized or reincorporated during the five year period preceding the date on which the application documents are submitted to the Board; and
(d) a statement and documentation of whether the corporation has filed restated articles of incorporation.

(2) If the applicant is an unincorporated business association, the application documents must include:

(a) A certified copy of each organizational document for the applicant, including any partnership agreement; and
(b) a description of any oral agreements involving the organization of the partnership.

(E) CAPITAL STOCK

(1) If the applicant is authorized to issue capital stock, the application documents must include the information required by this section.

(2) The applicant must state the classes of stock authorized and the total shares of each class authorized. The applicant must state, for each class of stock:

(a) The par value, if any;
(b) the voting rights;
(c) the current rate of dividend; and
(d) the number of shares outstanding and the market value of each share.

(3) The application documents must list the name and address of each person who owns, of record or beneficially, at least 5 percent of stock. For each person listed under this subsection, the application documents must describe the nature of the person's ownership interest and the person's percentage of the total ownership interest.

(4) The application documents must include a certified copy of each voting trust or voting agreement in which at least 5 percent of the capital stock is held and must state:

(a) The name and address of each stockholder participating in the trust or agreement;
(b) the class of stock involved; and
(c) the total number of shares held by the trust or agreement.

(F) DIRECTORS, OFFICERS, AND PARTNERS

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(1) If the applicant is not an individual, the application documents must include a list of the individuals who are serving or who are designated to serve, during the first year after the date the application documents are submitted to the Board, as a director, officer, or partner of the applicant.

(2) The list must state, for each individual listed under subsection (1) of this section:

(a) The individual's name and business address;
(b) each position or office of the applicant held by the individual;
(c) the individual's principal occupation during the five-year period preceding the date on which the application documents are submitted to the Board; and
(d) the nature and extent of any ownership interest that the individual has in the applicant.

(3) Application documents must include a completed Personal History Record, CHRB-25A, for each individual named under subsection (1) of this section.

(G) CONTROLLING ENTITY

(1) The application documents must state whether another entity exercises or is in a position to exercise control in the management or financial affairs of the applicant. The documents must describe the nature of the relationship between the entity and the applicant and the extent of control exercised by the entity.

(2) If a non-individual entity owns an interest of 5 percent or more in the applicant, the application documents must include the information required by subsection (1) of this section as it relates to the non-individual entity.

(3) The application documents must include information required by subsection (2) of this section for each non-individual entity identified in the application documents to the extent necessary to determine the identity of each individual who is an indirect holder of an ownership interest in the applicant.

(H) OUTSIDE INTERESTS AND LICENSE HISTORY

(1) The application must state whether the applicant or a director, officer, or partner of the applicant;

(a) Has ever held an ownership interest in a licensee of the Board; or
(b) is currently engaged in the business of racing in another state.

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State of California
California Horse Racing Board
Application for License to Operate a Minisatellite Wagering Facility
CHRB-88 (New 11/08)

PART II
CONTRACTED ASSOCIATION INFORMATION

One copy of Part II shall be completed by each contracted association

Name and mailing address of association:

California Authority of Racing Fairs
1776 Tribute Road, Sacramento, CA 95815

Telephone:	Fax number:
(916) 927-7223	(916) 263-3341

Racetrack name:
Ferndale, Fresno, Pleasanton, and Sacramento

Name and title of the person(s) authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

Name	Signature of association representative
Larry Swartzlander	Larry Swartzlander
Title	Date:
Executive Director	3/4/2022

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California Horse Racing Board
Application for License to Operate a Minisatellite Wagering Facility
CHRB-88 (New 11/08)

PART II

CONTRACTED ASSOCIATION INFORMATION

One copy of Part II shall be completed by each contracted association

Name and mailing address of association:

Del Mar Thoroughbred Club
2260 Jimmy Durante Blvd, Del Mar, CA 92014

Telephone:	Fax number:
(858) 755-1141	(858) 794-1007

Racetrack name:
Del Mar

Name and title of the person(s) authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

Name	Signature of association representative
Josh Rubinstein	Josh Rubinstein
Title President & COO	Date: 3/4/22

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State of California
California Horse Racing Board
Application for License to Operate a Minisatellite Wagering Facility
CHRB-88 (New 11/08)

PART II
CONTRACTED ASSOCIATION INFORMATION
One copy of Part II shall be completed by each contracted association

Name and mailing address of association:

Los Angeles Turf Club, Inc.
285 W. Huntington Drive, Arcadia, CA 91007

Telephone:	Fax number:
(626) 574-7223	(626) 821-1514

Racetrack name:
Santa Anita Park

Name and title of the person(s) authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

Name: Eric Sindler	Signature of association representative Eric Sindler
Title: Assistant Secretary	Date: 3/15/2022

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California Horse Racing Board
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CHRB-88 (New 11/08)

PART II
CONTRACTED ASSOCIATION INFORMATION

One copy of Part II shall be completed by each contracted association

Name and mailing address of association:

Pacific Racing Association
1100 Eastshore Highway, Albany, CA 94706

Telephone:	Fax number:
(510) 559-7300	(510) 559-7465

Racetrack name:
Golden Gate Fields

Name and title of the person(s) authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

Name: Eric Sindler	Signature of association representative Eric Sindler
Title: Assistant Secretary	Date: 3/15/2022

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California Horse Racing Board
Application for License to Operate a Minisatellite Wagering Facility
CHRB-88 (New 11/08)

PART II

CONTRACTED ASSOCIATION INFORMATION

One copy of Part II shall be completed by each contracted association

Name and mailing address of association:

Los Alamitos Racing Association
4961 Katella Avenue, Los Alamitos, CA 90720

Telephone:
(714) 820-2800

Fax number:

Racetrack name:
Los Alamitos

Name and title of the person(s) authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

Name	Signature of association representative
F. Jack Liebau	Jack Liebau
Title Vice President	Date: 3/19/2022

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State of California
California Horse Racing Board
Application for License to Operate a Minisatellite Wagering Facility
CHRB-88 (New 11/08)

PART II
CONTRACTED ASSOCIATION INFORMATION
One copy of Part II shall be completed by each contracted association

Name and mailing address of association:

Los Alamitos Quarter Horse Racing Association
4961 Katella Avenue, Los Alamitos, CA 90720

Telephone:
(714) 820-2800

Fax number:

Racetrack name:
Los Alamitos

Name and title of the person(s) authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

Name	Signature of association representative
~~F. Jack Liebau~~ Cathy Monji	
Title	Date:
~~Vice~~ President	3/18/2022

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California Horse Racing Board
Application for License to Operate a Minisatellite Wagering Facility
CHRB-88 (New 11/08)

PART II
CONTRACTED ASSOCIATION INFORMATION
One copy of Part II shall be completed by each contracted association

Name and mailing address of association:

Los Angeles County Fair Association
1101 W. McKinley Avenue, Pomona, CA 91768

Telephone:	Fax number:
(909) 865-4203	(909) 865-2481

Racetrack name:
Los Angeles County Fair, racing at Los Alamitos Race Course

Name and title of the person(s) authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

Name	Signature of association representative
Jack Liebau	Jack Liebau
Title	Date:
Manager	3/18/2022

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State of California
California Horse Racing Board
Application for License to Operate a Minisatellite Wagering Facility
CHRB-88 (New 11/08)

PART II
CONTRACTED ASSOCIATION INFORMATION
One copy of Part II shall be completed by each contracted association

Name and mailing address of association:

Sonoma County Fair & Exposition, Inc.
1350 Bennett Valley Road, Santa Rosa, CA 95404

Telephone:	Fax number:
(707) 545-4200	(707) 573-9342

Racetrack name:
Santa Rosa Racetrack - Sonoma County Fair

Name and title of the person(s) authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

Name	Signature of association representative
Rebecca Bartling	RB
Title	**Date:**
CEO	3/21/2022

DC Tavern

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State of California
California Horse Racing Board
Application for License to Operate a Minisatellite Wagering Facility
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PART II
CONTRACTED ASSOCIATION INFORMATION

One copy of Part II shall be completed by each contracted association

Name and mailing address of association:

Watch and Wager.com LLC
20 California Street, 7th Floor, San Francisco, CA 94111

Telephone:	Fax number:
(916) 800-1390	(916) 800-1395

Racetrack name:
California State Fair & Exposition - Cal Expo Harness

Name and title of the person(s) authorized to receive notices on behalf of the association in conjunction with this applicant application for approval to operate a minisatellite wagering facility:

Name	Signature of association representative
Ben Kenney	BK
Title	Date:
CFO	3-4-22

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PART III
SIMULCAST ORGANIZATION INFORMATION

To be completed by approved simulcast organization that has executed an agreement approved by the CHRB with the association conducting a racing meeting with the minisatellite wagering facility pursuant to Business and Professions Code sections 19605.25 and 19605.3.

I. OPERATION OF THE MINISATELLITE WAGERING FACILITY

Simulcast organization engaged by the association to conduct simulcast wagering: **SCOTWinc.**

Attach the agreement between the association and simulcast organization permitting the minisatellite wagering facility to use the association's live audiovisual signal for wagering purposes and providing access to its totalizator for the purpose of combining on-track and off-track pari-mutuel pools. **Attached.**

Submit a copy of each horsemen's written approvals. **Submitted.**

Hours for operation of the facility: **The restaurant portion of the facility will be open from 10:30a – 10:30p; Saturday 10:30a - 12a**

Hours for operation of the minisatellite wagering site:
Seven days, 8a – 12a or as required per racing program provided by CA Host Tracks.

Time periods during the calendar year the facility **will not** be utilized as a minisatellite wagering facility (explain why):
None anticipated.

If approved, wagering will be offered on live race meetings being held or conducted by the following California racing association(s):
Wagering will be offered on all cards offered by the applicable CA Host Tracks.

List the host track from which the minisatellite wagering facility proposes to import out-of-state and/or out-of-country races. Include the dates imported races will be held, and whether or not a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races": **Wagering will be offered on all out-of-state and/or out-of-country races offered for wagering by the CA Host Track.**

Estimated number of pari-mutuel terminals machines available: **17**

Attach a proposed staffing plan for the facility and/or minisatellite wagering site, to include the number of security personnel and the number of pari-mutuel clerks pursuant to Business and Professions Code section 19605.25 (5)(b). **The minisatellite will be staffed according to the needs of the property with one public safety officer and at least one facility manager on duty during operating hours. The parimutuel manager of the operating Host Track will determine the number and assignment of mutuel employees based upon the projected handle and attendance. On most weekdays, one teller will be assigned, with two on weekends, or as needed.**

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TOC
Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

March 7, 2022

Zack Voss
Regulation Analyst
California Horse Racing Board
1010 Hurley Way, Suite #300
Sacramento, CA 95825

RE: OC Tavern Minisatellite Facility

Dear Mr. Voss,

The Thoroughbred Owners of California approves the renewal licensing by the California Horse Racing Board of the OC Tavern minisatellite.

Sincerely,

Greg Avioli
President & CEO

xc: Scott Chaney, CHRB Executive Director
Rick Baedeker, SCOTWINC General Manager

285 W. Huntington Dr., Arcadia, CA 91007 (626) 574-6620
Chairman: Gary Fenton
President & CEO: Greg Avioli
Executive Director: Mary Forney
Northern CA Director of Operations: Wayne Atwell
Administrative Assistant: Elsa Peron

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Pacific Coast Quarter Horse Racing Association

March 7, 2022

Zach Voss
Regulation Analyst
California Horse Racing Board
1010 Hurley Way, Suite #300
Sacramento, CA 95825

RE: OC Tavern Minisatellite Facility

Dear Mr. Voss,

The Pacific Coast Quarter Horse Racing Association approves the renewal licensing by the California Horse Racing Board of the OC Tavern minisatellite.

Sincerely,

Vince Genco
President

xc: Scott Chaney, CHRB Executive Director
Rick Baedeker, SCOTWINC General Manager

P.O. Box 919, Los Alamitos, CA 90720 • phone (714) 236-1755 • fax (714) 236-1761 • e-mail: office@PCQHRA.com • www.pcqhra.com

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March 7, 2022

Zach Voss
Regulation Analyst
California Horse Racing Board
1010 Hurley Way, Suite #300
Sacramento, CA 95825

RE: OC Tavern Minisatellite Facility

Dear Mr. Voss,

The California Harness Horsemen's Association approves the renewal licensing by the California Horse Racing Board of the OC Tavern minisatellite.

Sincerely,

David Neumiester
CHHA Executive Director

xc: Scott Chaney, CHRB Executive Director
Rick Baedeker, SCOTWINC General Manager

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II. SUPERVISION, SECURITY AND FIRE PREVENTION

Changes to management personnel and minisatellite manager(s) must be immediately reported to the Board.

Name of the individual(s) responsible for the day-to-day operation of the minisatellite facility:

Name and Title	CHRB License No. and Expiration Date
Chris Daalgard	

Attach a certificate of insurance for workers' compensation coverage including carrier and the policy number securing the applicant's liability for payment of workers' compensation is (if self-insured, provide details):
See attached.

Attach a fire clearance from the fire authority having jurisdiction. **See attached.**

Attach a security plan to include: the name, title and phone number of the person having responsibility for security controls, the number of security officers and/or guards and the police or sheriff's department having jurisdiction for criminal law enforcement over the premises of the facility. **Chris Daalgard, Owner, (949) 275-2453; one designated security person on most days; additional as needed on busy event days; local law enforcement agency is Orange County Sheriff's Department.**

Is there a backup emergency plan for power failure? Yes ☐ **No** ☒

If yes, describe.

III. MINISATELLITE WAGERING SITE

Attach a detailed scale plan of the facility indicating all points of access to facility, emergency exits, placement of offices, and food and beverage service location and detailing the location of the proposed minisatellite wagering site. Identify how the designated minisatellite wagering area will be restricted to patrons 21 years and over. Attach photos of the minisatellite wagering site.

NOTICE TO APPLICANT. Pursuant to Business and Professions Code section 19605.25(a) (4) wagers placed at a minisatellite site must be in an area that is restricted to those who are 21 years of age or older.

IV. FACILITY DESCRIPTION

Describe the food and beverage services to be offered (full meals served; cafeteria-style full meals; short-order counter service; pre-ordered prepared sandwiches and fast foods available; full bar services; or other description as appropriate): **Full menu and bar service is offered daily.**

The seating capacity in the minisatellite wagering is: **75 inside; 30 patio**	The number of tables in the minisatellite wagering facility: **15 inside; 8 patio.**

Overall square footage in the minisatellite wagering area is: **900 sf inside; 400 sf patio.**

Attach a photograph of the minisatellite wagering area.

Describe occupancy restrictions, if any, imposed by the fire authority having jurisdiction:

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TECHNOLOGY INSURANCE COMPANY, INC.

[*20 Trafalgar Square, Suite 459*
Nashua, NH 03063]

WORKERS' COMPENSATION

and

EMPLOYERS' LIABILITY INSURANCE POLICY

In Witness Whereof, we have caused this policy to be executed and attested.

[ ]	[ ]
[Stephen Ungar, Secretary]	[Christopher H. Foy, President]

To obtain information, please contact your agent or Technology Insurance Company, Inc. at **877-528-7878**. You may also write Technology Insurance Company, Inc. Consumer Relations at:

800 Superior Avenue East, 21st Floor
Cleveland, OH 44114

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AmTrust North America

An AmTrust Financial Company

Timely reporting of workers' compensation claims is essential so a complete and thorough investigation can be completed and determination of benefits made. Additionally, timely claim reporting supports our efforts to provide you and your employees the best possible medical and disability management. We urge you to please report the claim immediately upon notification.

Claim Reporting Information

To Report a Claim by Phone, Fax or Email

For ALL States

Phone: (866) 272-9267

Fax: (877) 669-9140

Email: Amtrustclaims@qrm-inc.com

Have a specific claim question? Contact the following service offices:

States	Office	Mailing Address	Physical Address	Phone / Fax
AL, AR, VA, NC, SC, GA, MS, TN, WV	Atlanta, GA	AmTrust North America P.O. Box 94405 Cleveland, OH 44101	AmTrust North America 8995 Westside Parkway Alpharetta, GA 30009	888-239-3909 678-258-8000 Fax 678-258-8399
AZ, ,CO, LA, MT, NE, NM, OK, OR, SD, TX, UT	Dallas, TX	AmTrust North America P.O. Box 89453 Cleveland, OH 44101	AmTrust North America 4455 LBJ Freeway Suite 700 Dallas, TX 75244	214-360-8000 866-249-4298 Fax 678-258-8395
DC, DE, MD, NJ, NY, PA	Princeton, NJ	AmTrust North America P.O. Box 94405 Cleveland, OH 44101	AmTrust North America 3 Independence Way Suite 401 Princeton, NJ 08540	888-239-3909 Fax 678-258-8399
IL, IN, MI, KS, KY, MO, IA, MN, WI	Chicago, IL	AmTrust North America P.O. Box 89453 Cleveland, OH 44101	AmTrust North America 233 North Michigan Ave Suite 1200 Chicago, IL 60601	888-239-3909 312-781-0401 Fax 678-258-8395
FL	Boca Raton, FL	AmTrust North America of FL P.O. Box 94574 Cleveland, OH 44101	AmTrust North America of FL 903 NW 65th Street Boca Raton, FL 33487	800-866-8600 561-962-9300 Fax 561-962-0620
FL	Sarasota, FL	AmTrust North America of FL P.O. Box 94574 Cleveland, OH 44101	AmTrust North America of FL 1605 Main St, 8th Floor Sarasota, FL 34236	800-866-8600 561-962-9300 Fax 561-962-0620
FL	Maitland, FL	AmTrust North America of FL P.O. Box 94574 Cleveland, OH 44101	AmTrust North America of FL 495 N Keller Road, Suite 400 Maitland, FL 32751	866-450-8608 Fax 561-962-0620
FL	Jacksonville, FL	AmTrust North America of FL P.O. Box 94574 Cleveland, OH 44101	AmTrust North America of FL 5011 Gate Parkway, Bldg 100, Ste 100 Jacksonville, FL 32256	Fax 561-962-0620
NE Assigned Risk	Rocky Hill,CT	AmTrust North America P.O. Box 94405 Cleveland, OH 44101	AmTrust North America 400 Executive Blvd, 4th Floor Southington, CT 06489	800-215-7256 Fax 860-701-1361
AK, CA, FD, HI	Concord, CA	AmTrust North America P.O. Box 89404 Cleveland, OH 44101-6404	AmTrust North America 1655 Grant Street Concord, CA 94524	844-601-7760 925-288-6600 Fax 216-643-5500

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States	Office	Mailing Address	Physical Address	Phone / Fax
CA	San Diego, CA	AmTrust North America P.O. Box 89404 Cleveland, OH 44101-6404	AmTrust North America 16875 W. Bernardo Dr Suite 200 San Diego, CA 92127	877-829-6305 858-385-4040 Fax 216-643-5500
CA	Irvine, CA	AmTrust North America P.O. Box 89404 Cleveland, OH 44101-6404	AmTrust North America 17771 Cowan Irvine, CA 92614	844-601-7760 Fax 216-643-5500
CA	Covina, CA	AmTrust North America P.O. Box 89404 Cleveland, OH 44101-6404	AmTrust North America 874 South Village Oaks Dr Covina, CA 91724	626-915-1951 Fax 216-643-5500
NV	Las Vegas, NV	AmTrust North America P.O. Box 89404 Cleveland, OH 44101-6404	AmTrust North America 4730 S Fort Apache Rd, #250 Las Vegas, NV 89147	844-601-7760 702-688-5020 Fax 216-643-5500
MA, ME, NH, NJ NY, VT	Albany, NY	AmTrust North America P.O. Box 6935 Cleveland, OH 44101-6935	AmTrust North America 10 British American Blvd Latham, NY 12110	888-239-3909 Fax 518-213-1908
	Melville, NY	AmTrust North America P.O. Box 6935 Cleveland, OH 44101-6935	AmTrust North America 3 Huntington Quadangle, Suite 2015 Melville, NY 11747	Fax 518-213-1908
MA, ME, CT, NH RI, VT	Nashua, NH	AmTrust North America P.O. Box 6935 Cleveland, OH 44101-6935	AmTrust North America 98 Spitbrook Road Nashua, NH 03062	888-239-3909 Fax 678-258-8399
	Mt. Laurel, NJ	AmTrust North America P.O. Box 94405 Cleveland, OH 44101	AmTrust North America 8000 Midlantic Dr, Suite 410N Mt Laurel, NJ 08054	888-239-3909 Fax 678-258-8399
	Philadelphia, PA	AmTrust North America P.O. Box 94405 Cleveland, OH 44101	AmTrust North America 1700 Market Street 7th Floor Philadelphia, PA 19103	888-239-3909 Fax 678-258-8399

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ACORD ™ WORKERS COMPENSATION – FIRST REPORT OF INJURY OR ILLNESS

EMPLOYER (NAME & ADDRESS INCL ZIP)	CARRIER/ADMINISTRATOR CLAIM NUMBER		REPORT PURPOSE CODE
OC Tavern Inc. 2369 S El Camino Real San Clemente, CA 92672	JURISDICTION	JURISDICTION CLAIM NUMBER	
	INSURED REPORT NUMBER		

SIC CODE	EMPLOYER FEIN	EMPLOYER'S LOCATION ADDRESS (IF DIFFERENT)	LOCATION #
	822763373		PHONE # COUNTY

CARRIER/CLAIMS ADMINISTRATOR

CARRIER (NAME, ADDRESS & PHONE NO)	POLICY PERIOD	CLAIMS ADMINISTRATOR (NAME, ADDRESS & PHONE NO)
Technology Insurance Company, Inc. 800 Superior Avenue East, 21st Floor Cleveland, OH 44114	2/21/2022 TO 2/21/2023 CHECK IF APPROPRIATE ☐ SELF INSURANCE	To Report a Claim By Phone: 1-866-272-9267 To Report a Claim By Fax: 1-877-669-9140 To Report a Claim My Email: amtrustclaims@qrm-inc.com

CARRIER FEIN	POLICY / SELF INSURED NUMBER	ADMINISTRATOR FEIN
02-0449082	TWC4061706	

AGENT NAME & CODE NUMBER

Parmenter Insurance Agency, Inc. - PIIB -# 159134

EMPLOYEE / WAGE

NAME (LAST, FIRST, MIDDLE)	DATE OF BIRTH	SOCIAL SECURITY NUMBER	DATE HIRED	STATE OF HIRE
ADDRESS (INCL ZIP)	SEX ☐ MALE ☐ FEMALE ☐ UNKNOWN	MARITAL STATUS ☐ UNMARRIED (SNGL/DIV) ☐ MARRIED ☐ SEPARATED ☐ UNKNOWN	OCCUPATION / JOB TITLE EMPLOYMENT STATUS	
PHONE HOME WORK	# OF DEPENDENTS		NCCI CLASS CODE	

RATE PER: ☐DAY ☐MONTH ☐WEEK ☐OTHER:	# DAYS WORKED/WEEK	FULL PAY FOR DAY OF INJURY? ☐ YES ☐ NO DID SALARY CONTINUE ☐ YES ☐ NO

OCCURRENCE / TREATMENT

TIME EMPLOYEE BEGAN WORK	DATE OF INJURY / ILLNESS	TIME OF OCCURRENCE	LAST WORK DATE	DATE EMPLOYER NOTIFIED	DATE DISABILITY BEGAN

CONTACT NAME / PHONE NUMBER	TYPE OF INJURY / ILLNESS	PART OF BODY AFFECTED
DID INJURY / ILLNESS EXPOSURE OCCUR ON EMPLOYER'S PREMISES? ☐ YES ☐ NO	TYPE OF INJURY / ILLNESS CODE	PART OF BODY AFFECTED

DEPARTMENT OR LOCATION WHERE ACCIDENT OR ILLNESS EXPOSURE OCCURRED	ALL EQUIPMENT, MATERIALS, OR CHEMICALS EMPLOYEE WAS USING WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED
SPECIFIC ACTIVITY THE EMPLOYEE WAS ENGAGED IN WHEN THE ACCIDENT OR ILLESS EXPOSURE OCCURRED	WORK PROCESS THE EMPLOYEE WAS ENGAGED IN WHEN ACCIDENT OR ILLNESS EXPOSURE OCCURRED

HOW INJURY OR ILLNESS/ABNORMAL HEALTH CONDITION OCCURRED. DESCRIBE THE SEQUENCE OF EVENTS AND INCLUDE ANY OBJECT OR SUBSTANCES THAT DIRECTLY INJURED THE EMPLOYEE OR MADE THE EMPLOYEE ILL

CAUSE OF INJURY CODE

DATE RETURN(ED) TO WORK	IF FATAL, GIVE DATE OF DEATH	WERE SAFEGUARDS OR SAFETY EQUIPMENT PROVIDED? ☐ YES ☐ NO WERE THEY USED? ☐ YES ☐ NO

	HOSPITAL (NAME & ADDRESS)	INITIAL TREATMENT
WITNESS (NAME & PHONE)		☐ NO MEDICAL TREATMENT ☐ MINOR BY EMPLOYER ☐ MINOR CLINIC/HOSP ☐ EMERGENCY CARE ☐ HOSPITALIZED > 24 HRS ☐ FUTURE MAJOR MED/LOST TIME ANTICIPATED

DATE ADMINISTRATOR NOTIFIED	DATE PREPARED	PREPARER'S NAME & TITLE	PHONE NUMBER

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POLICYHOLDER NOTICE

CALIFORNIA WORKERS' COMPENSATION INSURANCE RATING LAWS

Pursuant to Section 11752.8 of the California Insurance Code, we are providing you with an explanation of the California workers' compensation rating laws.

1. We establish our own rates for workers' compensation. Our rates, rating plans, and related information are filed with the insurance commissioner and are open for public inspection.

2. The insurance commissioner can disapprove our rates, rating plans, or classifications only if he or she has determined after public hearing that our rates might jeopardize our ability to pay claims or might create a monopoly in the market. A monopoly is defined by law as a market where one insurer writes 20% or more of that part of the California workers' compensation insurance that is not written by the State Compensation Insurance Fund. If the insurance commissioner disapproves our rates, rating plans, or classifications, he or she may order an increase in the rates applicable to outstanding policies.

3. Rating organizations may develop pure premium rates that are subject to the insurance commissioner's approval. A pure premium rate reflects the anticipated cost and expenses of claims per $100 of payroll for a given classification. Pure premium rates are advisory only, as we are not required to use the pure premium rates developed by any rating organization in establishing our own rates.

4. We must adhere to a single, uniform experience rating plan. If you are eligible for experience rating under the plan, we will be required to adjust your premium to reflect your claim history. A better claim history generally results in a lower experience rating modification; more claims, or more expensive claims, generally result in a higher experience rating modification. The uniform experience rating plan, which is developed by the insurance rating organization designated by the insurance commissioner, is subject to approval by the insurance commissioner.

5. A standard classification system, developed by the insurance rating organization designated by the insurance commissioner, is subject to approval by the insurance commissioner. The standard classification system is a method of recognizing and separating policyholders into industry or occupational groups according to their similarities and/or differences. We can adopt and apply the standard classification system or develop and apply our own classification system, provided we can report the payroll, expenses, and other costs of claims in a way that is consistent with the uniform statistical plan or the standard classification system.

6. Our rates and classifications may not violate the Unruh Civil Rights Act or be unfairly discriminatory.

7. We will provide an appeal process for you to appeal the way we rate your insurance policy. The process requires us to respond to your written appeal within 30 days. If you are not satisfied with the result of your appeal, you may appeal our decision to the insurance commissioner.

California Workers' Compensation Insurance

Notice of Nonrenewal

Section 11664 of the California Insurance Code requires us, in most instances, to provide you with a notice of nonrenewal. Except as specified in paragraphs 1 through 6 below, if we elect to nonrenew your policy, we are required to deliver or mail to you a written notice stating the reason or reasons for the nonrenewal of the policy. The notice is required to be sent to you no earlier than 120 days before the end of the policy period and no later than 30 days before the end of the policy period. If we fail to provide you the required notice, we are required to continue the coverage under the policy with no change in the premium rate until 60 days after we provide you with the required notice.

We are not required to provide you with a notice of nonrenewal in any of the following situations:

1. Your policy was transferred or renewed without a change in its terms or conditions or the rate on which the premium is based to another insurer or other insurers who are members of the same insurance group as us.

2. The policy was extended for 90 days or less and the required notice was given prior to the extension.

3. You obtained replacement coverage or agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.

4. The policy is for a period of no more than 60 days and you were notified at the time of issuance that it may not be renewed.

5. You requested a change in the terms or conditions or risks covered by the policy within 60 days prior to the end of the policy period.

6. We made a written offer to you to renew the policy at a premium rate increase of less than 25 percent.

   (A) If the premium rate in your governing classification is to be increased 25 percent or greater and we intend to renew the policy, we shall provide a written notice of a renewal offer not less than 30 days prior to the policy renewal date. The governing classification shall be determined by the rules and regulations established in accordance with California Insurance Code Section 11750.3(c).

   (B) For purposes of this Notice, “premium rate” means the cost of insurance per unit of exposure prior to the application of individual risk variations based on loss or expense considerations such as scheduled rating and experience rating.

This notice does not change the policy to which it is attached.

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NOTICE REQUIRED BY LAW–CALIFORNIA

Since our offer to renew your coverage reflects a premium rate increase of 25 percent or more in your governing classification, California law (Insurance Code section 11664) requires us to send you a “notice of nonrenewal”, even though we do intend to renew your policy. This constitutes the required notice. For purposes of this Notice, premium rate means the cost of insurance per unit of exposure prior to the application of individual risk variations based on loss or expense considerations such as scheduled rating and experience rating.

Insured	OC Tavern Inc.	**Date of Notice**	2/21/2022
Policy No.	TWC4061706	**Policy Period**	2/21/2022 - 2/21/2023

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POLICYHOLDER NOTICE

CALIFORNIA INSURANCE GUARANTEE ASSOCIATION (CIGA) SURCHARGE

Companies writing property and casualty insurance business in California are required to participate in the California Insurance Guarantee Association. If a company becomes insolvent, the California Insurance Guarantee Association settles unpaid claims and assesses each insurance company for its fair share.

California law requires all companies to surcharge policies to recover these assessments. If your policy is surcharged, “CA Surcharge” or “CA Surcharge (CIGA Surcharge)” with an amount will be displayed on your premium notice.

This notice does not change the policy to which it is attached.

POLICYHOLDER NOTICE

YOUR RIGHT TO RATING AND DIVIDEND INFORMATION

I. Information Available to You

A. Information Available from Us – Technology Insurance Company, Inc.

(1) General questions regarding your policy should be directed to:

Technology Insurance Company, Inc.
800 Superior Ave. E., 21st Floor
Cleveland, OH 44114
Telephone: 877-528-7878

(2) **Dividend Calculation.** If this is a participating policy (a policy on which a dividend may be paid), upon payment or non-payment of a dividend, we shall provide a written explanation to you that sets forth the basis of the dividend calculation. The explanation will be in clear, understandable language and will express the dividend as a dollar amount and as a percentage of the earned premium for the policy year on which the dividend is calculated.

(3) **Claims Information.** Pursuant to Sections 3761 and 3762 of the California Labor Code, you are entitled to receive information in our claim files that affects your premium. Copies of documents will be supplied at your expense during reasonable business hours.

For claims covered under this policy, we will estimate the ultimate cost of unsettled claims for statistical purposes eighteen months after the policy becomes effective and will report those estimates to the Workers' Compensation Insurance Rating Bureau of California (WCIRB) no later than twenty months after the policy becomes effective. The cost of any settled claims will also be reported at that time. At twelve-month intervals thereafter, we will update and report to the WCIRB the estimated cost of any unsettled claims and the actual final cost of any claims settled in the interim. The amounts we report will be used by the WCIRB to compute your experience modification if you are eligible for experience rating.

B. Information Available from the Workers' Compensation Insurance Rating Bureau of California

(1) The WCIRB is a licensed rating organization and the California Insurance Commissioner's designated statistical agent. As such, the WCIRB is responsible for administering the *California Workers' Compensation Uniform Statistical Reporting Plan—1995* (USRP) and the *California Workers' Compensation Experience Rating Plan—1995* (ERP). WCIRB contact information is: WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attn: Customer Service; 888.229.2472 (phone); 415.778.7272 (fax); and customerservice@wcirb.com (email). The regulations contained in the USRP and ERP are available for public viewing through the WCIRB's website at wcirb.com.

(2) **Policyholder Information.** Pursuant to California Insurance Code (CIC) Section 11752.6, upon written request, you are entitled to information relating to loss experience, claims, classification assignments, and policy contracts as well as rating plans, rating systems, manual rules, or other information impacting your premium that is maintained in the records of the WCIRB. Complaints and Requests for Action requesting policyholder information should be forwarded to: WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attn: Custodian of Records. The Custodian of Records can be reached at 415.777.0777 (phone) and 415.778.7272 (fax).

(3) **Experience Rating Form.** Each experience rated risk may receive a single copy of its current Experience Rating Form/Worksheet free of charge by completing a Policyholder Experience Rating Worksheet Request Form on the WCIRB's website at wcirb.com/ratesheet. The Experience Rating Form/Worksheet will include a Loss-Free Rating, which is the experience modification that would have been calculated if $0 (zero) actual losses were incurred during the experience period. This hypothetical rating calculation is provided for informational purposes only.

II. Dispute Process

You may dispute our actions or the actions of the WCIRB pursuant to CIC Sections 11737 and 11753.1.

A. Our Dispute Resolution Process.

If you are aggrieved by our decision adopting a change in a classification assignment that results in increased premium, or by the application of our rating system to your workers' compensation insurance, you may dispute these matters with us. If you are dissatisfied with the outcome of the initial dispute with us, you may send us a written Complaint and Request for Action as outlined below.

You may send us a written Complaint and Request for Action requesting that we reconsider a change in a classification assignment that results in an increased premium and/or requesting that we review the manner in which our rating system has been applied in connection with the insurance afforded or offered you. Written Complaints and Requests for Action should be forwarded to: **Technology Insurance Company, Inc. Consumer Relations, 800 Superior Ave. E., 21st Floor, Cleveland, OH 44114.**

After you send your Complaint and Request for Action, we have 30 days to send you a written notice indicating whether or not your written request will be reviewed. If we agree to review your request, we must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If we decline to review your request, if you are dissatisfied with the decision upon review, or if we fail to grant or reject your request or issue a decision upon review, you may appeal to the Insurance Commissioner as described in paragraph II.C., below.

B. Disputing the Actions of the WCIRB. If you have been aggrieved by any decision, action, or omission to act of the WCIRB, you may request, in writing, that the WCIRB reconsider its decision, action, or omission to act. You may also request, in writing, that the WCIRB review the manner in which its rating system has been applied in connection with the insurance afforded or offered you. For requests related to classification disputes, the reporting of experience, or coverage issues, your initial request for review must be received by the WCIRB within 12 months after the expiration date of the policy to which the request for review pertains, except if the request involves the application of the Revision of Losses rule. For requests related to your experience modification, your initial request for review must be received by the WCIRB within 6 months after the issuance, or 12 months after the expiration date, of the experience modification to which the request for review pertains, whichever is later, except if the request for review involves the application of the Revision of Losses rule. If the request involves the Revision of Losses rule, the time to state your appeal may be longer. (See Section VI, Rule 7 of the ERP).

You may commence the review process by sending the WCIRB a written Inquiry. Written Inquiries should be sent to: WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attn: Customer Service. Customer Service can be reached at 888.229.2472 (phone), 415.778.7272 (fax) and customerservice@wcirb.com (email).

If you are dissatisfied with the WCIRB's decision upon an Inquiry, or if the WCIRB fails to respond within 90 days after receipt of the Inquiry, you may pursue the subject of the Inquiry by sending the WCIRB a written Complaint and Request for Action. After you send your Complaint and Request for Action, the WCIRB has 30 days to send you written notice indicating whether or not your written request will be reviewed. If the WCIRB agrees to review your request, it must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If the WCIRB declines to review your request, if you are dissatisfied with the decision upon review, or if the WCIRB fails to grant or reject your request or issue a decision upon review, you may appeal to the Insurance Commissioner as described in paragraph II.C., below. Written Complaints and Requests for Action should be forwarded to: WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attn: Complaints and Reconsideration. The WCIRB's contact information is 888.229.2472 (phone), 415.371.5204 (fax) and customerservice@wcirb.com (email).

C. California Department of Insurance – Appeals to the Insurance Commissioner. After you follow the appropriate dispute resolution process described above, if (1) we or the WCIRB decline to review your request, (2) you are dissatisfied with the decision upon review, or (3) we or the WCIRB fail to grant or reject your request or issue a decision upon review, you may appeal to the Insurance Commissioner pursuant to CIC Sections 11737, 11752.6, 11753.1 and Title 10, California Code of Regulations, Section 2509.40 et seq. You must file your appeal within 30 days after we or the WCIRB send you the notice rejecting review of your Complaint and Request for Action or the decision upon your Complaint and Request for Action. If no written decision regarding your Complaint and Request for Action is sent, your appeal must be filed within 120 days after you sent your Complaint and Request for Action to us or to the WCIRB. The filing address for all appeals to the Insurance Commissioner is:

Administrative Hearing Bureau
California Department of Insurance
1901 Harrison Street, 3rd Floor
Oakland, CA 94612
415.538.4243

You have the right to a hearing before the Insurance Commissioner, and our action, or the action of the WCIRB, may be affirmed, modified or reversed.

III. Resources Available to You in Obtaining Information and Pursuing Disputes

A. Policyholder Ombudsman. Pursuant to California Insurance Code Section 11752.6, a policyholder ombudsman is available at the WCIRB to assist you in obtaining and evaluating the rating, policy, and claims information referenced in I.A. and I.B., above. The ombudsman may advise you on any dispute with us, the WCIRB, or on an appeal to the Insurance Commissioner pursuant to Section 11737 of the Insurance Code. The address of the policyholder ombudsman is WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attn: Policyholder Ombudsman. The policyholder ombudsman can be reached at 415.778.7159 (phone), 415.371.5288 (fax) and ombudsman@wcirb.com (email).

B. California Department of Insurance – Information and Assistance. Information and assistance on policy questions can be obtained from the Department of Insurance Consumer HOTLINE, 800.927.HELP (4357) or insurance.ca.gov. For questions and correspondence regarding appeals to the Administrative Hearing Bureau, see the contact information in paragraph II.C.

This notice does not change the policy to which it is attached.

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Technology Insurance Company

An AmTrust Financial Company

California Short-Rate Cancellation Disclosure Notice

IMPORTANT INFORMATION REGARDING YOUR POLICY

The policy for which you have applied contains a cancellation provision that permits us to refund premium on a basis other than pro rata when you cancel the policy. Under the policy for which you have applied, if you cancel the policy, your final premium will be calculated based on the time your policy was in force with us, using the percentage specified in the short-rate cancellation table listed below.

SHORT RATE CANCELLATION TABLE FOR A TERM OF ONE YEAR

Days Policy In Force		Percent of One Year Premium	Days Policy In Force		Percent of One Year Premium	Days Policy In Force		Percent of One Year Premium
1	.....	5%	95– 98	.....	37%	219–223	.....	69%
2	.....	6	99–102	.....	38	224–228	.....	70
3– 4	.....	7	103–105	.....	39	229–232	.....	71
5– 6	.....	8	106–109	.....	40	233–237	.....	72
7– 8	.....	9	110–113	.....	41	238–241	.....	73
9–10	.....	10	114–116	.....	42	242–246	(8 mos.).....	74
11–12	.....	11	117–120	.....	43	247–250	.....	75
13–14	.....	12	121–124	(4 mos.).....	44	251–255	.....	76
15–16	.....	13	125–127	.....	45	256–260	.....	77
17–18	.....	14	128–131	.....	46	261–264	.....	78
19–20	.....	15	132–135	.....	47	265–269	.....	79
21–22	.....	16	136–138	.....	48	270–273	(9 mos.).....	80
23–25	.....	17	139–142	.....	49	274–278	.....	81
26–29	.....	18	143–146	.....	50	279–282	.....	82
30–32	(1 mo.).....	19	147–149	.....	51	283–287	.....	83
33–36	.....	20	150–153	(5 mos.).....	52	288–291	.....	84
37–40	.....	21	154–156	.....	53	292–296	.....	85
41–43	.....	22	157–160	.....	54	297–301	.....	86
44–47	.....	23	161–164	.....	55	302–305	(10 mos.)...	87
48–51	.....	24	165–167	.....	56	306–310	.....	88
52–54	.....	25	168–171	.....	57	311–314	.....	89
55–58	.....	26	172–175	.....	58	315–319	.....	90
59–62	(2 mos.).....	27	176–178	.....	59	320–323	.....	91
63–65	.....	28	179–182	(6 mos.).....	60	324–328	.....	92
66–69	.....	29	183–187	.....	61	329–332	.....	93
70–73	.....	30	188–191	.....	62	333–337	(11 mos.)...	94
74–76	.....	31	192–196	.....	63	338–342	.....	95
77–80	.....	32	197–200	.....	64	343–346	.....	96
81–83	.....	33	201–205	.....	65	347–351	.....	97
84–87	.....	34	206–209	.....	66	352–355	.....	98
88–91	(3 mos.).....	35	210–214	(7 mos.).....	67	356–360	.....	99
92–94	.....	36	215–218	.....	68	361–365	(12 mos.)...	100

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AmTrust North America
An AmTrust Financial Company

OC Tavern Inc.
2369 S El Camino Real
San Clemente, CA 92672

RE: Workers' Compensation Policy
Policy: TWC4061706
Payroll Company: Heartland Payroll Solutions

Dear OC Tavern Inc.,

Thank you for choosing AmTrust PAYO (Pay-As-You-Owe) as your workers' compensation payment plan. PAYO provides you a way to pay your workers' compensation premium based on your actual reported payroll. Your payroll company will remit your payroll reports directly to AmTrust on your behalf. Please see the payroll company listed above. If it is not your current payroll provider, or you decide to change your payroll provider any time during the policy period, please notify us immediately at (855) 829-1948.

Below is a list of the classification codes currently on your workers' compensation policy, along with a description of each.

State	Class Code	Description of Operations	Estimated Annual Payroll	Net Rate
CA	9079B	Restaurants - with waitstaff	$500,684	0.027407

When assigning your employees to a specific classification code, please keep in mind that each classification code has a specific description of operations, as well as their own rate per $100 of payroll. If your employees are not properly classified throughout the policy period, it will be corrected at audit and may create an additional premium amount due. Please contact your agent if you have any questions regarding the classification of your employees.

If an employee's duties span multiple class codes, i.e.: a bookkeeper who also bakes bread, place their entire payroll in the higher rated classification code.

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AmTrust North America
An AmTrust Financial Company

A few important things to keep in mind when using the AmTrust PAYO payment plan:

1) **PAYO does not eliminate the need for a Workers' Compensation policy audit.** However, if the employees are coded correctly and the payroll reported properly, PAYO will greatly reduce the chance of any large premium difference at time of audit.

2) The **net rates** for your policy are calculated by AmTrust using the estimated annual payroll provided by you and your agent during the quoting process. It is important that you contact your agent immediately if your estimated annual premium shown above is incorrect, or if your payroll changes significantly during the policy period. Failure to do so will result in an inaccurate net rate factor causing a premium discrepancy, which will be captured at audit. If you notice your estimated annual payroll is either higher or lower than originally estimated, let your agent know so an endorsement request can be made to adjust your payroll and possibly your net rate.

3) **Owner/Officer Exemptions and Minimum Payroll Threshold:**

   a. Owner/Officer exemptions - As rules vary by state. Business owners may need to file additional paperwork to exclude themselves from the policy.

   b. Owner/Officer minimum and maximum payroll thresholds- These payroll threshold requirements vary by state. If Owner/Officers are "included" on the policy yet are not reported through payroll, the Owner/Officer premium will be collected based on the state minimum requirements at the time of audit.

4) If you use independent contractors or subcontractors be sure to obtain a copy of their workers' compensation certificate of insurance. Failure to provide these documents at the time of audit may result in additional premium due.

Please discuss these items with your insurance agent.

Sincerely,

Your AmTrust PAYO Team

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POLICYHOLDER NOTICE

CALIFORNIA ASSEMBLY BILL NO. 5, INDEPENDENT CONTRACTORS

Summary of Assembly Bill No. 5 (AB 5)
For the purposes of wages, workers' compensation and other benefits, AB 5 creates a presumption that an entity's workers are employees unless the hiring entity can show that the worker meets three conditions, known as the "ABC Test". With respect to workers' compensation, AB 5 goes into effect on **July 1, 2020** and applies to policies issued on or after **July 1, 2020**, as well as policies in force as of **July 1, 2020**.

The bill adds Section 2750.3 to the California Labor Code, which provides in pertinent part:

> **2750.3.**
> (a)(1) For purposes of the provisions of this code and the Unemployment Insurance Code, and for the wage orders of the Industrial Welfare Commission, a person providing labor or services for remuneration shall be considered an employee rather than an independent contractor unless the hiring entity demonstrates that all of the following conditions are satisfied:
>
> > (A) The person is free from the control and direction of the hiring entity in connection with the performance of the work, both under the contract for the performance of the work and in fact.
> >
> > (B) The person performs work that is outside the usual course of the hiring entity's business.
> >
> > (C) The person is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.
>
> (2) Notwithstanding paragraph (1), any exceptions to the terms "employee," "employer," "employ," or "independent contractor," and any extensions of employer status or liability, that are expressly made by a provision of this code, the Unemployment Insurance Code, or in an applicable order of the Industrial Welfare Commission, including, but not limited to, the definition of "employee" in subdivision 2(E) of Wage Order No. 2, shall remain in effect for the purposes set forth therein.
>
> (3) If a court of law rules that the three-part test in paragraph (1) cannot be applied to a particular context based on grounds other than an express exception to employment status as provided under paragraph (2), then the determination of employee or independent contractor status in that context shall instead be governed by the California Supreme Court's decision in *S.G. Borello & Sons, Inc. v. Department of Industrial Relations* (1989) 48 Cal.3d 341.

AB 5 also provides an extensive list of occupations that are exempt from the application of Section 2750.3(a)(1). These exemptions are subject to revision. In addition, AB 5 amends Section 3351 of the California Labor Code and Sections 606.5 and 621 of the Unemployment Insurance Code. The pertinent sections of the California Labor Code and Unemployment Insurance Code may be accessed at http://leginfo.legislature.ca.gov. You may also access the California Labor & Workforce Development Agency webpage at https://www.labor.ca.gov/employmentstatus/ for more information.

This notice does not change the policy to which it is attached.

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AmTrust North America
An AmTrust Financial Company

December 29, 2021

Dear Policyholder,

In an effort to continue to provide AmTrust customers with a variety of billing options, we have updated our fee structure to help customers meet payment due dates, ensure that valid and properly funded payments are submitted, and provide an incentive for paid-in-full options.

Our updated fee structure is as follows:

Fee Title	Fee Amount	Description
Returned Payment Fee	$25	A returned payment fee applied to any returned payment.
Late Fee	$20	Late fee applied if payment not received on or before payment due date.
Installment Fee	$15	A "paper" billing fee that is assessed for each mailed installment invoice. Excludes down payment and annual payment plans. Fee is billed at the account level.
Reinstatement Fee	$50	Fee applied upon reinstatement of a non-payment cancellation.
EFT Fee	$3	An "electronic" billing fee that is assessed for each ACH Direct Debit transaction. Fee is billed at the account level.

*Fee amount may vary by state and program of business

For policyholders who choose to pay their annual premium on installments, we plan to implement an installment fee, which will be displayed on your renewal invoice.

Thank you for your attention to this fee structure change. If you have any questions, feel free to contact our Customer Service Department at 877.528.7878.

We value you as a policyholder and appreciate the opportunity to serve you.

Sincerely,

AmTrust North America
Customer Service Department

800 Superior Avenue E • 21st Floor • Cleveland, OH 44114
(p) 866.203.3037 • (f) 800.487.9654 • www.amtrustnorthamerica.com

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Technology Insurance Company, Inc.

A Stock Insurance Company

Ncci Code: 39071

1. Insured:
   OC Tavern Inc.
   2369 S El Camino Real
   San Clemente, CA 92672

   Other workplaces not shown above:
   None

   Producer:
   AmTrust North America, Inc.
   c/o Parmenter Insurance Agency, Inc. - PIIB
   27758 Santa Margarita Parkway #283
   Mission Viejo, CA 92691-6709

Policy Number: TWC4061706

___ Individual ___ Partnership
X Corporation or _____

Federal Tax ID: 822763373
Risk Id:
Renewal of: TWC3942372

2. The policy period is from 2/21/2022 to 2/21/2023 12:01 a.m. at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: California

   B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

State	Bodily Injury by Accident	Bodily Injury by Disease	Bodily Injury by Disease
	$1,000,000 each accident	$1,000,000 policy limit	$1,000,000 each employee

   C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
   All states except ND, OH, WA, WY and State(s) Designated in Item 3A.

   D. This policy includes these endorsements and schedules: See Extension of Information Page

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

   See Extension of Information Page

TOTAL ESTIMATED ANNUAL PREMIUM	**12,953**
STATE ASSESSMENT	**769**
TOTAL ESTIMATED COST	**13,722**
Minimum Premium	500

Issue Date: 12/29/2021 Countersigned by: _____
Authorized Representative

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Insured: OC Tavern Inc.

Policy Number: TWC4061706

EXTENSION OF INFORMATION PAGE FOR ITEM #1
ITEM 1: NAMED INSURED and WORKPLACES

NAMED INSURED:	OC Tavern Inc.	Fein: 822763373
WORKPLACES:	Location Number 1. 2369 S El Camino Real San Clemente, CA 92672	

Insured: OC Tavern Inc.

Policy Number: TWC4061706

EXTENSION OF INFORMATION PAGE FOR ITEM #3.D
ITEM 3.D: ENDORSEMENT SCHEDULE

State	Form Number	Description
	WC000000C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
	WC990001E	DECLARATIONS PAGE
CA	34-2005 1008	CA Important Notice
	WC000406A	PREMIUM DISCOUNT ENDORSEMENT
	WC000421E	Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement
	WC000422C	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
CA	WC040301D	POLICY AMENDATORY ENDORSEMENT CALIFORNIA
CA	WC040303C	OFFICERS AND DIRECTORS COVERAGE/EXCLUSION CALIFORNIA
CA	WC040310	CA DUTY TO DEFEND
CA	WC040360B	EMPLOYERS' LIABILITY COVERAGE AMENDATORY ENDORSEMENT - CALIFORNIA
CA	WC040421	CA OPTIONAL PREMIUM INCREASE ENDORSEMENT
CA	WC040601A	CALIFORNIA CANCELATION ENDORSEMENT

Insured: OC Tavern Inc. **Policy Number: TWC4061706**

EXTENSION OF INFORMATION PAGE FOR ITEM #4
ITEM 4: SCHEDULE OF PREMIUMS

Classifications	# of Emps	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per $100 of Remun.	Estimated Annual Premium
California					
Restaurants - with waitstaff	25	9079B	500,684	3.71	18,575
Manual Premium					18,575
Total Manual Premium					18,575
Total Premium Subject To Experience Modification					18,575
Experience Modification 71%					13,188
Renewal Credit: 2%					-264
Premium Discount 2.1%		0063			-271
Terrorism 3%		9740			150
Catastrophe (other than Terrorism) 1%		9741			50
Expense Constant		0900			100
Total CA Premium					12,953
WCARF 1.9277%		9999			250
UEBTF 0.1455%		9999			19
SIBTF 1.7451%		9999			226
OSHAF 0.9177%		9999			119
LECF 0.7102%		9999			92
FRAUD 0.4856%		9999			63
Total CA Cost					13,722

TOTAL ESTIMATED ANNUAL PREMIUM	**12,953**
STATE ASSESSMENT	**769**
TOTAL COST	**13,722**

Insured: OC Tavern Inc.

Policy Number: TWC4061706

PAYMENT SCHEDULE

Statement Closing Date	Payment Due Date	Description	Amount Due
	4/10/2022	Pay Period 1 of 12	$1,853.00
	5/10/2022	Pay Period 2 of 12	$1,079.00
	6/10/2022	Pay Period 3 of 12	$1,079.00
	7/10/2022	Pay Period 4 of 12	$1,079.00
	8/10/2022	Pay Period 5 of 12	$1,079.00
	9/10/2022	Pay Period 6 of 12	$1,079.00
	10/10/2022	Pay Period 7 of 12	$1,079.00
	11/10/2022	Pay Period 8 of 12	$1,079.00
	12/10/2022	Pay Period 9 of 12	$1,079.00
	1/10/2023	Pay Period 10 of 12	$1,079.00
	2/10/2023	Pay Period 11 of 12	$1,079.00
	3/10/2023	Pay Period 12 of 12	$1,079.00
			Total Cost $13,722.00

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. **The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. **Who is Insured**

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. **Workers Compensation Law**

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. **State**

State means any state of the United States of America, and the District of Columbia.

E. **Locations**

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE
WORKERS COMPENSATION INSURANCE

A. **How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. **We Will Pay**

We will pay promptly when due the benefits required of you by the workers compensation law.

C. **We Will Defend**

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. **We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. **Other Insurance**

We will not pay more than our share of benefits and costs covered by this insurance and other

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insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. **Payments You Must Make**

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. **Recovery From Others**

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. **Statutory Provisions**

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:
   a. benefits payable by this insurance;
   b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO
EMPLOYERS LIABILITY INSURANCE

A. **How This Insurance Applies**

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. **We Will Pay**

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

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such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. **Exclusions**

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651–1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901–944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. **We Will Defend**

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. **We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

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F. **Other Insurance**

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. **Limits of Liability**

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

   A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

   Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. **Recovery From Others**

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. **Actions Against Us**

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE
OTHER STATES INSURANCE

A. **How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. **Notice**

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR
YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

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papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE
PREMIUM

A. **Our Manuals**

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. **Classifications**

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. **Remuneration**

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. **Premium Payments**

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. **Final Premium**

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancelation table and procedure. Final premium will not be less than the minimum premium.

F. **Records**

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. **Audit**

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

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PART SIX
CONDITIONS

A. **Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. **Long Term Policy**

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. **Transfer of Your Rights and Duties**

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. **Cancelation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancelation notice.
4. Any of these provisions that conflict with a law that controls the cancelation of the insurance in this policy is changed by this statement to comply with the law.

E. **Sole Representative**

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancelation.

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IMPORTANT NOTICE

CALIFORNIA WORKERS COMPENSATION

REGARDING YOUR INSURANCE POLICY

This policy, including all endorsements or riders forming a part thereof, constitutes the entire contract of insurance. No condition, provision, agreement, or understanding not set forth in the policy or in such endorsement or rider shall affect such contract or any rights, duties, or privileges arising therefrom.

PREMIUM DISCOUNT ENDORSEMENT

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule

1. **State** — **Estimated Eligible Premium**

	First $5,000	Next $95,000	Next $400,000	Balance
California	0%	3.5%	5%	7%

2. Average percentage discount: 2.1 %
3. Other policies:
4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	2/21/2022	Policy No.	TWC4061706	Endorsement No.	0
Insured	OC Tavern Inc.			Premium $	12,953
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by _____

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (Other Than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 C), attached to this policy

For purposes of this endorsement, the following definitions apply:

- Catastrophe (Other Than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of $50 million
- Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of the Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
  a. It is an act that is violent or dangerous to human life, property, or infrastructure;
  b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
  c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	Rate	Premium
CA	0.010	$50.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	2/21/2022	Policy No.	TWC4061706	Endorsement No.	0
Insured	OC Tavern Inc.			Premium $	12,953
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by _____

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TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

"Act Of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, as meeting all of the following requirements:

a. The act is an act of terrorism.
b. The act is violent or dangerous to human life, property, or infrastructure.
c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed $100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds $100,000,000,000; and for aggregate Insured Losses up to $100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed $200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.

2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed $100,000,000,000.

3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

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Schedule

State	Rate	Premium
CA	0.03	$150.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	2/21/2022	Policy No.	TWC4061706	Endorsement No.	0
Insured	OC Tavern Inc.			Premium $	12,953
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by _____

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POLICY AMENDATORY ENDORSEMENT–CALIFORNIA

It is agreed that, anything in the policy to the contrary notwithstanding, such insurance as is afforded by this policy by reason of the designation of California in Item 3 of the Information Page is subject to the following provisions:

1. **Minors Illegally Employed – Not Insured.** This policy does not cover liability for additional compensation imposed on you under Section 4557, Division IV, Labor Code of the State of California, by reason of injury to an employee under sixteen years of age and illegally employed at the time of injury.

2. **Punitive or Exemplary Damages – Uninsurable.** This policy does not cover punitive or exemplary damages where insurance of liability therefor is prohibited by law or contrary to public policy.

3. **Increase in Indemnity Payment – Reimbursement.** You are obligated to reimburse us for the amount of increase in indemnity payments made pursuant to Subdivision (d) of Section 4650 of the California Labor Code, if the late indemnity payment which gives rise to the increase in the amount of payment is due less than seven (7) days after we receive the completed claim form from you. You are obligated to reimburse us for any increase in indemnity payments not covered under this policy and will reimburse us for any increase in indemnity payment not covered under the policy when the aggregate total amount of the reimbursement payments paid in a policy year exceeds one hundred dollars ($100).

   If we notify you in writing, within 30 days of the payment, that you are obligated to reimburse us, we will bill you for the amount of increase in indemnity payment and collect it no later than the final audit. You will have 60 days, following notice of the obligation to reimburse, to appeal the decision of the insurer to the Department of Insurance.

4. **Application of Policy.** Part One, “Workers Compensation Insurance”, A, “How This Insurance Applies”, is amended to read as follows:

   This workers compensation insurance applies to bodily injury by accident or disease, including death resulting therefrom. Bodily injury by accident must occur during the policy period. Bodily injury by disease must be caused or aggravated by the conditions of your employment. Your employee’s exposure to those conditions causing or aggravating such bodily injury by disease must occur during the policy period.

5. **Rate Changes.** The premium and rates with respect to the insurance provided by this policy by reason of the designation of California in Item 3 of the Information Page are subject to change if ordered by the Insurance Commissioner of the State of California pursuant to Section 11737 of the California Insurance Code.

6. **Long Term Policy.** If this policy is written for a period longer than one year, all the provisions of this policy shall apply separately to each consecutive twelve-month period or, if the first or last consecutive period is less than twelve months, to such period of less than twelve months, in the same manner as if a separate policy had been written for each consecutive period.

7. **Statutory Provision.** Your employee has a first lien upon any amount which becomes owing to you by us on account of this policy, and in the case of your legal incapacity or inability to receive the money and pay it to the claimant, we will pay it directly to the claimant.

8. Part Five, “Premium”, E, “Final Premium”, is amended to read as follows:

   The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

   If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

   a. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
   b. If you cancel, final premium may be more than pro rata; it will be based on the time this policy was in force, and may be increased by our short-rate cancelation table and procedure. Final premium will not be less than the pro rata share of the minimum premium.

It is further agreed that this policy, including all endorsements forming a part thereof, constitutes the entire contract of insurance. No condition, provision, agreement, or understanding not set forth in this policy or such endorsements shall affect such contract or any rights, duties, or privileges arising therefrom.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 2/21/2022 Policy No. TWC4061706 Endorsement No.
Insured OC Tavern Inc. Insurance Company Technology Insurance Company, Inc.

Countersigned by_____

ENDORSEMENT AGREEMENT LIMITING AND RESTRICTING THIS INSURANCE OFFICERS AND DIRECTORS COVERAGE / EXCLUSION CALIFORNIA

If the employer named in Item 1 of the Information Page is a quasi-public or private corporation, this policy applies to all officers and members of boards of directors while rendering actual service for the corporation for pay, as employees, except those excluded below who

1. individually own at least 10 percent of the corporation's issued and outstanding stock, or

2. individually own at least 1 percent of the corporation's issued and outstanding stock if that officer's or member's parent, grandparent, sibling, spouse, or child owns at least 10 percent of the corporation's issued and outstanding stock and that officer or member is covered by a health insurance policy or a health care service plan, or

3. are officers or members of the board of directors of a cooperative corporation organized pursuant to the Cooperative Corporation Law (Corporations Code, Sections 12200 - 12704) who state that he or she is covered by both a health care service plan or health insurance policy, and a disability insurance policy that is comparable in scope and coverage, as determined by the Insurance Commissioner, to a workers' compensation policy.

If the employer named in Item 1 of the Information Page is a private corporation, or a private cooperative corporation organized pursuant to the Cooperative Corporation Law, this policy applies to an officer or director who is the sole shareholder of the corporation, as an employee, except if excluded below.

The insurance under this policy is limited as follows: It is AGREED that, anything in this policy to the contrary notwithstanding, this policy DOES NOT INSURE:

Officers, Directors and Trustees Excluded	Title
Chris Dalgaard	President

Nothing in this endorsement shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as above stated. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations in this endorsement.

It is further agreed that "remuneration" when used as a premium basis for such insurance as is afforded by this policy shall not include the remuneration of any person excluded from coverage in accordance with the foregoing.

FAILURE TO SECURE THE PAYMENT OF FULL COMPENSATION BENEFITS FOR ALL EMPLOYEES AS REQUIRED BY LABOR CODE SECTION 3700 IS A VIOLATION OF LAW AND MAY SUBJECT THE EMPLOYER TO THE IMPOSITION OF A WORK STOP ORDER, LARGE FINES, AND OTHER SUBSTANTIAL PENALTIES (Labor Code Section 3710.1, et seq.).

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	2/21/2022	Policy No.	TWC4061706	Endorsement No.	0
Insured	OC Tavern Inc.				
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by _____

DUTY TO DEFEND-CALIFORNIA

The insurance afforded by Part One, Section C,**"We Will Defend"**, is hereby deleted and replaced with the following:

WE WILL DEFEND

We have the right and duty to defend at our expense any claim or proceeding against you before the California Workers' Compensation Appeals Board or its equivalent in any other state (and any appeal of a decision therefrom) for the benefits payable by this workers' compensation insurance. We have the right to investigate and settle these claims or proceedings.

We have no duty to defend a claim, proceeding, or suit that is not covered by this insurance.

Nothing contained in this Section shall amend, modify, restrict, or otherwise alter any obligations or conditions under Part Two – Employer's Liability Insurance of the policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	2/21/2022	Policy No.	TWC4061706	Endorsement No.	0
Insured	OC Tavern Inc.			Premium $	12,953
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by _____

EMPLOYERS' LIABILITY COVERAGE AMENDATORY ENDORSEMENT-CALIFORNIA

The insurance afforded by Part Two (Employers' Liability Insurance) by reason of designation of California in item 3 of the information page is subject to the following provisions:

A. "How This Insurance Applies," is amended to read as follows:

A. How This Insurance Applies

This employers' liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury means a physical injury, including resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in California.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

E. The **"Exclusions"** section is modified as follows (all other exclusions in the **"Exclusions"** section remain as is):

1. Exclusion 1 is amended to read as follows:
   1. liability assumed under a contract.
2. Exclusion 2 is deleted.
3. Exclusion 7 is amended to read as follows:
   7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, termination of employment, or any personnel practices, policies, acts or omissions.
4. The following exclusions are added:
   1. bodily injury to any member of the flying crew of any aircraft.
   2. bodily injury to an employee when you are deprived of statutory or common law defenses or are subject to penalty because of your failure to secure your obligations under the workers' compensation law(s) applicable to you or otherwise fail to comply with that law.
   3. liability arising from California Labor Code Section 2810.3 which relates to labor contracting.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	2/21/2022	Policy No.	TWC4061706	Endorsement No.	0
Insured	OC Tavern Inc.				
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by _____

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OPTIONAL PREMIUM INCREASE ENDORSEMENT – CALIFORNIA

You must provide us, or our authorized representative, access to records necessary to perform a payroll verification audit. If you fail to provide access within 90 days after expiration of the policy, you are liable to pay a total premium equal to 3 times our current estimate of the annual premium for your policy. In addition, if you fail to provide access after our third request within a 90 day or longer period, you are also liable for our costs in attempting to perform the audit unless you provide a compelling business reason for your failure.

We will contact you to schedule appointments during normal business hours.

We will notify you of your failure to provide access by mailing a certified, return-receipt document stating the increased premium and the total amount of our costs incurred in our attempt(s) to perform an audit. In addition to any other obligations under this contract, 30 days after you receive the notification, you will be obligated to pay the total premium and costs referenced above. If, thereafter, you provide access to your records within three years after the policy expires, or within another mutually agreed upon time, and we succeed in performing the audit to our satisfaction, we will revise your total premium and the costs due to reflect the results of the audit.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	2/21/2022	Policy No.	TWC4061706	Endorsement No.	0
Insured	OC Tavern Inc.			Premium $	12,953
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by _____

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CALIFORNIA CANCELATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

The cancelation condition in Part Six (Conditions) of the policy is replaced by these conditions:

Cancelation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
2. We may cancel this policy for one or more of the following reasons:
   a. Non-payment of premium;
   b. Failure to report payroll;
   c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;
   d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
   e. Material misrepresentation made by you or your agent;
   f. Failure to cooperate with us in the investigation of a claim;
   g. Failure to comply with Federal or State safety orders;
   h. Failure to comply with written recommendations of our designated loss control representatives;
   i. The occurrence of a material change in the ownership of your business;
   j. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;
   k. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;
   l. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.
3. If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 days advance written notice, stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in Items (g) through (l), we will give you 30 days advance written notice; however, we agree that in the event of cancelation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.
4. The policy period will end on the day and hour stated in the cancelation notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	2/21/2022	Policy No.	TWC4061706	Endorsement No.	0
Insured	OC Tavern Inc.			Premium $	12,953
Insurance Company	Technology Insurance Company, Inc.				

Countersigned by _____

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AmTrust North America, Inc.
Technology Insurance Company, Inc.
800 Superior Avenue East, 21st Floor
Cleveland, OH 44114

PAYO Net Rate Schedule

Payroll Company:	Heartland Payroll Solutions 2001 Aerospace Pkwy Brook Park OH 44142	Payroll Co Phone: Payroll Co Email: Print Date:	(877)729-2968 workerscomp.productsupport@e-hps.com 12/29/2021

Policy	Insured			Fein	New/Renew	Effective	Expiration	Agent
TWC4061706	OC Tavern Inc.			822763373	Renew	2/21/2022	2/21/2023	Parmenter Insurance Agency, Inc. - PIIB
	Eff Date	State	Class		Classification			Net Rate
	2/21/2022	CA	9079B		Restaurants - with waitstaff			0.027407

[PolicyListPayoByPayrollCo]

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Print Date: 4/26/2022

FIRE AUTHORITY PERMIT

Business Name:
OC TAVERN

Inspection No:124339

Mailing Address:
2369 EL CAMINO REAL
SAN CLEMENTE CA 92672

Site Address:
2369 S EL CAMINO REAL
SAN CLEMENTE CA 92672

THIS PERMIT IS ISSUED BY THE ORANGE COUNTY FIRE AUTHORITY AND IS ACCEPTED ON CONDITION THAT THE APPLICANT, HIS AGENTS AND EMPLOYEES CARRY OUT THE PROPOSED ACTIVITY IN COMPLIANCE WITH ALL THE APPLICABLE CODES, LAWS, REGULATIONS OR CONDITIONS/LIMITATIONS LISTED ON THE PERMIT APPLICATION, ANY VIOLATION OF THESE PROVISIONS MAY BE GROUNDS FOR REVOCATION OF THIS PERMIT.

PERMIT GRANTED FOR:

Permit Code:	Permit Description	Permit Issued Date:
AC74	Compressed Gas-Inert Gas Issuance	04/15/2022
AP21	Assembly, <300 Occupants - Issuance	04/15/2022

THIS PERMIT SHALL AT ALL TIMES BE POSTED IN THE PREMISES DESCRIBED ABOVE

This permit(s) does not take the place of any license required by law and is not transferrable. Any change in the use or occupance of the premises shall require a new permit. This supercedes all other permits issued by the Orange County Fire Authority.

Lori Smith

FIRE MARSHAL

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169 standing room in minisatellite area; 50 standing room on patio.

The total number of parking spaces available in the parking areas can accommodate (number of standard sized automobiles): **38 in primary lot; over 100 in nearby city parking lot.**

Describe any other activities to be scheduled on or near the facility premises that may have a negative impact on available parking: **None.**

V. EQUIPMENT PROVIDED BY THE MINISATILLITE WAGERING FACILITY

Describe the television equipment (satellite receivers, decoders, controls, monitors, etc.) to be utilized at the facility: **57 Large Screen TVs; DirectTV; Roberts Communication Decoders & Satellite equipment provided per SCOTWinc.**

Describe the public address equipment (controls, microphones, speakers, etc.) to be utilized at the facility: **Portable public address microphones and speakers available at Minisatellite area.**

VI. ADVERTISING AND PATRON DEVELOPMENT

Describe any advertising or promotional plans: **Regular advertising is done in two local magazines; regular promotions conducted via social media, especially Facebook and Instagram, with emphasis on Triple Crown. 10x30 banner located on front patio fronting Pacific Coast Highway promoting "Watch & Wager" at OCTavern.**

Describe any improvements to the facility that will directly benefit minisatellite wagering: **Facility currently undergoing improvements to landscaping, access to patios improved, and lighting upgraded throughout the restaurant.**

NOTICE TO APPLICANT: Pursuant to Board Rule 2066 all advertisement shall contain a statement that persons under 21 are not allowed to participate in minisatellite wagering. All advertisement shall contain contact information for a recognized problem-gambling support organization.

VII. ADMISSIONS, CHARGES AND SERVICE FEES

Complete if applicable and note N/A if not

Admissions charges, if any, are:	**None**
Parking charges, if any, are:	**None**
Program charges, if any, are:	**As per host track**
Seating charges, if any, are:	**None**

VIII. RENEWAL

Complete this section only if renewing your license.

Is this a renewal application: Yes **X** ☐ No ☐

Have there been any changes since the submission of your last application for authorization to operate a minisatellite wagering facility? Yes ☐ **No** ☒

None except as described above.

Have any changes occurred affecting ownership or controlling interest in your business structure or establishment since your last application? Yes ☐ **No** ☒

If you have answered, "Yes", to any of the questions above please attach a detailed statement describing the change.

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How many years have you been an approved minisatellite wagering facility? **11**

AGREEMENTS

Attach copies of **all applicable county, city or agency agreements** that may affect the minisatellite wagering facility.

NOTICES TO APPLICANT

Notice is given to the applicant that its application, if approved by the Board, authorizes the applicant to offer pari-mutuel wagering at its minisatellite wagering facility for a period of two years per Business and Professions Code section 19605.25(h).

Notice is given that retention of and control over all moneys generated from pari-mutuel wagering held or conducted at the facility is the responsibility of the simulcast organization(s) which contract(s) to provide the pari-mutuel equipment and parimutuel employees; and that such organization(s) is (are) responsible for its proper distribution in accordance with the law and the rules and regulations of the Board.

Notice is given that CHRB Rules 1870 and 1871 require that the Board be given 15 days notice in writing of any intention to terminate operations, engagements, or services by any licensee, or approved contractor.

DECLARATIONS

All labor agreements, concession contracts, service contracts, horsemen's agreements, lease agreements, agreements with the simulcast organization(s) necessary to conduct and operate the simulcast wagering program at the facility, lease or rental agreement with the facility landlord and all applicable county, city or agency agreements that may affect the minisatellite wagering facility have been finalized except as follows (if there are no exceptions, so state):

All service contractors and concessionaires have valid State, County or City licenses authorizing each to engage in the type of service to be provided and have valid labor agreements (when applicable) which remain in effect for the entire term of the license except as follows (if there are no exceptions, so state):

Absent natural disasters or causes beyond the control of the applicant, its service contractors, concessionaires or employees engaged at the facility, no reasons are believed to exist that may result in a stoppage to the conduct of pari-mutuel wagering at the facility or the withholding of any vital service to the applicant except as follows (if there are no exceptions, so state):

By authority of Article 9.2, Chapter 4, of the Business and Professions Code; and the Federal Indian Gaming Act; to allow an evaluation of the competence, integrity, and character of potential simulcast facility operators, any person, corporation, trust association, partnership, joint venture, or management firm who submits an application for such license or who is named in such application and who is not a State or County entity, or has not previously completed such disclosure when filing for a horseracing application pursuant to Article 4, section 19480 of the Business and Professions Code shall be required to complete and submit a full disclosure statement.

CERTIFICATION BY APPLICANT

I hereby certify under penalty of perjury that I have examined this application, that all of the foregoing statements in this application are true and correct, and that I am authorized by the applicant to attest to this application on its behalf.

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Print name of minisatellite facility applicant representative: **Chris Daalgard**	Date:
Signature of minisatellite facility representative:	Date:
Print name of association representative: **Josh Rubinstein**	Date:
Signature of association representative:	Date:
Print name of simulcast organization representative: **Rick Baedeker**	Date:
Signature of simulcast organization representative:	Date:

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Exhibit A
OCT Grill & Sports Bar Inc. Minisatellite Wagering Application

Part 1 – Minisatellite Wagering Applicant Information

Association Contract/Agreement:
Name(s) of racing associations(s) with a contract or agreement:

California Authority of Racing Fairs
1776 Tribute Road, Suite 205
Sacramento, CA 95812

Phone: (916) 927-7223
Fax: (916) 263-3341

Del Mar Thoroughbred Club
2260 Jimmy Durante Blvd
Del Mar, CA 92014

Phone: (858) 755-1141
Fax: (858) 794-1007

Los Angeles County Fair
1101 W. McKinley Avenue
Pomona, CA 91768

Phone: (909) 865-4093
Fax: (909 622-5652

Los Angeles Turf Club
285 W. Huntington Drive
Arcadia, CA 91007

Phone: (626) 574-7223
Fax: (626) 821-1514

Los Alamitos Racing Association (Thoroughbred) & Los Alamitos Quarter Horse Racing Association
4961 Katella Avenue
Los Alamitos, CA 90720

Phone: (714) 820-2760
Fax: (714) 820-2813

Pacific Racing Association
1100 Eastshore Highway
Berkeley, CA 94710

Phone: (510) 559-7300
Fax: (510) 559-7464

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Association Contract/Agreement:
Name(s) of racing associations)s) intended to have a contract or agreement:

Sonoma County Fair
1350 Bennett Valley Drive
Santa Rosa, CA 95404

Phone: (707) 545-4200
Fax: (707) 545-9342

Watch & Wager.com, LLC
1600 Exposition Road
Sacramento, CA 95815

Phone: (916) 263-3000
Fax: (916) 800-1395

Part III – Simulcast Organization Information

I Operation of the Minisatellite Wagering Facility:

Parimutuel wagering will be offered Wednesday through Sundays, plus Holidays, on all California cards plus races imported by all California racing associations from out of state and out of country tracks.

Wagering will be offered on live race meetings conducted by:

Del Mar Thoroughbred Club, Los Angeles Turf Club, Los Angeles County Fair, Los Alamitos Racing Association, Los Alamitos Quarter Horse Racing Association, Watch and Wager.com, LLC, Pacific Racing Association, CARF, and the Sonoma County Fair

Wagering will be offered on the same imports from out of state and international tracks as the California host tracks offer.

The host track pari-mutuel manager will determine the number of mutuel tellers based upon the projected handle and attendance for the day or night card. On most days, one teller will be assigned, with more as needed. At least one security officer will be present at all times.

II Supervision, Security and Fire Prevention

Michael Merrigan is responsible for security operations. His phone number is (858) 518-1122. Criminal law enforcement services are provided by the San Clemente Police Department.

The facility will be staffed according to needs of the property. At least one security person will be present during hours of operation.

VI Advertising and Patron Development

Web site, email and local press, Daily Racing Form and track programs, horse racing affiliations and partnerships, co-branded marketing.

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Agenda Item 11

CALIFORNIA HORSE RACING BOARD

May 19, 2022

REGULAR BOARD MEETING

There is no board package material for Item 11

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Agenda Item 12

CALIFORNIA HORSE RACING BOARD

May 19, 2022

REGULAR BOARD MEETING

There is no board package material for Item 12

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Agenda Item 13

CALIFORNIA HORSE RACING BOARD

May 19, 2022

REGULAR BOARD MEETING

There is no board package material for Item 13