

CALIFORNIA HORSE RACING BOARD

1010 Hurley Way, Suite 300

Sacramento, CA 95825

www.chrb.ca.gov

(916) 263-6000 Fax (916) 263-6042



REGULAR MEETING

Of the **California Horse Racing Board (CHRB/Board)** will be held on **Wednesday, August 18, 2021**, commencing at **9:30 a.m. via teleconference**. 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.”

Please be advised, in accordance with Executive Order N-29-20, the CHRB will provide a teleconference option for its upcoming public meeting, to be held on **August 18, 2021 at 9:30 a.m.** Board members and members of the public are strongly encouraged to participate using the teleconference phone number provided below so as to minimize the spread of COVID-19 and reduce the risk of infection during this current state of emergency. No physical location will be provided.

To participate in the teleconference, dial 888-392-4564 and enter 6896291# when prompted. To comment on an agenda item, press *1 during the call to be added to the queue. If you are a member of the public and wish to listen to the meeting and not participate, we request that you please listen to the meeting via the webcast link on our website to avoid congestion and potential technical difficulties.

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

AGENDA

Action Items:

1. **Approval of the minutes of July 21, 2021.**
2. Report from the **Race Dates 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 regarding the **amendment of the application for advance deposit wagering provider ODS Technologies, L.P. d/b/a TVG Network (TVG)**, to allow the Del Mar Thoroughbred Club to host handicapping contests through TVG.
4. Discussion and action by the Board regarding the **Los Alamitos Equine Sale Company, LLC’s, request for authorization of its 17th Annual Quarter Horse Yearling and Mixed Stock Sale**, pursuant to CHRB Rule 1807, Authorized Horse Sales.

5. Discussion and action by the Board regarding the **distribution of race day charity proceeds of the WatchandWager.com, LLC, combined 2020 – 2021 race meetings** in the amount of \$4,000 to five beneficiaries.
6. Discussion and action by the Board regarding the request for **approval of the nominated members to the Board of Directors of the California Thoroughbred Horsemen's Foundation, Inc.**, pursuant to CHRB Rule 2049(a), Designation and Approval of Horsemen's Welfare Fund.
7. Discussion and action by the Board regarding the **approval of CHRB to participate in the University of Kentucky's research study** regarding analysis of mRNA response to identify horses at risk for injury.
8. 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 (F) and the Thoroughbred Owners of California (TOC)**, regarding entry conditions and specified drug substances or medications to be implemented by LACF at Los Alamitos.
9. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Los Angeles County Fair (F), at Los Alamitos**, commencing September 8, 2021 through September 28, 2021, inclusive.
10. 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 Turf Club II and the Thoroughbred Owners of California (TOC)**, regarding entry conditions and specified drug substances or medications to be implemented by the Los Angeles Turf Club at Santa Anita.
11. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Los Angeles Turf Club II (T)**, at Santa Anita, commencing September 29, 2021 through November 2, 2021, inclusive.
12. Discussion and action by the Board regarding **the proposed amendment of CHRB Rule 1588, Horse Ineligible to Start in a Race, and proposed addition of CHRB Rule 1866.3, 30-Day Stand Down for Fetlock Injections**, to prohibit the use of corticosteroid intra-articular joint injection within thirty (30) days of race day and ten (10) days before completing a timed workout (Note: This concludes the 15-day public comment period. The Board may adopt the proposal as presented).
13. Discussion and action by the Board regarding consideration of comments received during the 45-day comment period and public hearing regarding the **proposed amendment of CHRB Rule 1845, Authorized Bleeder Medication**, to clarify the usage of furosemide in specific races.

14. Reports
 - A. **Executive Director's Report.**
 - B. **Equine Medical Director's Report.**
15. **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 via the teleconference line. After thirty minutes, no further comments will be accepted. Each person will be limited to two minutes.
16. **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).

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 Amanda Drummond. 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
Wendy Mitchell, Member
Alex Solis, Member
Scott Chaney, Executive Director
Cynthia Alameda, Assistant Executive Director

CALIFORNIA HORSE RACING BOARD

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



PENDING ADMINISTRATIVE ADJUDICATIONS AUGUST 2021

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

CALIFORNIA HORSE RACING BOARD

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



PENDING LITIGATION AUGUST 2021

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

CALIFORNIA HORSE RACING BOARD

1010 Hurley Way, Suite 300

Sacramento, CA 95825

www.chrb.ca.gov

(916) 263-6000 Fax (916) 263-6042

**REGULAR BOARD MEETING MINUTES****Date and Time:** July 21, 2021 at 9:30 a.m.**Location:** Teleconference**Board Members Present:** Gregory Ferraro, Chairman
Oscar Gonzales, Vice-Chairman
Alex Solis, Member
Dennis Alfieri, Member
Wendy Mitchell, Member
Demascus Castellanos, Member
Brenda Washington Davis, Member**Staff Members Present:** Scott Chaney, Executive Director
Cynthia Alameda, Assistant Executive Director
Robert Brodnik, General Counsel**1. APPROVAL OF THE MINUTES OF JUNE 16, 2021.****Motion:** Approve.**Motioned/Seconded:** Washington Davis/Castellanos**Roll call vote: Aye:** Alfieri, Castellanos, Washington Davis, Mitchell, Solis, Ferraro. **Nay:** None. **Motion carried.**

Page 3 in the Board transcript.

2. DISCUSSION AND ACTION BY THE BOARD REGARDING APPROVAL OF THE CHANGE OF OWNERSHIP FOR THE MINISATELLITE CALIFORNIA HORSE RACING & SPORTS, LLC, DBA THE DERBY ROOM, PURSUANT TO BOARD RULE 2066(h).**Motion:** Approve.**Motioned/Seconded:** Castellanos/Alfieri**Roll call vote: Aye:** Alfieri, Castellanos, Washington Davis, Mitchell, Solis, Ferraro. **Nay:** None. **Motion carried.**

Pages 3–7 in the Board transcript.

3. DISCUSSION AND ACTION BY THE BOARD REGARDING FIRE CLEARANCE STATUS OF SAN LUIS REY DOWNS AUXILIARY TRAINING FACILITY, PURSUANT TO CHRB RULE 1927, FIRE PREVENTION.**Motion:** Approve extension of fire clearance exemption through January 31, 2021.**Motioned/Seconded:** Alfieri/Solis

Proceedings of the Regular Meeting of July 21, 2021

Roll call vote: Aye: Gonzales, Alfieri, Castellanos, Davis, Mitchell, Solis, Ferraro. **Nay:** None.
Motion carried.

Pages 7–25 in the Board transcript.

4. DISCUSSION AND ACTION BY THE BOARD REGARDING **APPROVAL OF AN AGREEMENT, PURSUANT TO CHRB RULE 1581, RACING SECRETARY TO ESTABLISH CONDITIONS, BETWEEN THE SONOMA COUNTY FAIR AND THE THOROUGHBRED OWNERS OF CALIFORNIA (TOC)** REGARDING ENTRY CONDITIONS AND SPECIFIED DRUG SUBSTANCES OR MEDICATIONS TO BE IMPLEMENTED BY THE SONOMA COUNTY FAIR DURING ITS 2021 RACE MEETING.

Motion: Approve.

Motioned/Seconded: Washington Davis/Castellanos

Roll call vote: Aye: Gonzales, Alfieri, Castellanos, Davis, Mitchell, Solis, Ferraro.

Nay: None. **Motion carried.**

Pages 26–30 in the Board transcript.

5. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE SONOMA COUNTY FAIR (F)** AT GOLDEN GATE FIELDS, COMMENCING AUGUST 4, 2021 THROUGH AUGUST 17, INCLUSIVE.

Motion: Approve with condition that Sonoma County Fair offers Arabian racing and Board designates 2020 California Thoroughbred Trainers (CTT) agreement to be in effect for 2021.

Motioned/Seconded: Washington Davis/Solis

Roll call vote: Aye: Gonzales, Alfieri, Castellanos, Washington Davis, Mitchell, Solis, Ferraro. **Nay:** None. **Motion carried.**

Pages 31–63 in the Board transcript.

6. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE HUMBOLDT COUNTY FAIR (F)** AT FERNDAL, COMMENCING AUGUST 18, 2021 THROUGH AUGUST 31, 2021, INCLUSIVE.

Motion: Approve.

Motioned/Seconded: Castellanos/Solis

Roll call vote: Aye: Gonzales, Alfieri, Castellanos, Washington Davis, Mitchell, Solis, Ferraro. **Nay:** None. **Motion carried.**

Pages 63–75 in the Board transcript.

7. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE PACIFIC RACING ASSOCIATION II (T)** AT GOLDEN GATE FIELDS, COMMENCING AUGUST 25, 2021 THROUGH OCTOBER 6, 2021, INCLUSIVE.

Motion: Approve on condition that Pacific Racing Association II (PRA II) and CTT sign race meet agreement before August 18, 2021 regular Board meeting; PRA II extend its satellite

Proceedings of the Regular Meeting of July 21, 2021

signal to the Northern California wagering facilities; and, should PRA II decide to enter into a simulcasting agreement with Hong Kong, that it produce the requisite agreements with racing associations, pursuant to Business and Professions Code sections 19596.2 and 19596.3.

Motioned/Seconded: Ferraro/Alfieri

Roll call vote: Aye: Gonzales, Alfieri, Castellanos, Davis, Mitchell, Solis, Ferraro. **Nay:** None.

Motion carried.

Pages 75–99 in the Board transcript.

8. DISCUSSION AND ACTION BY THE BOARD REGARDING CONSIDERATION OF COMMENTS RECEIVED DURING THE 45-DAY COMMENT PERIOD AND PUBLIC HEARING REGARDING THE **PROPOSED ADOPTION OF CHRB RULE 1415, PUBLIC PARTICIPATION IN MEETING**, TO DEFINE THE RULES REGARDING PUBLIC PARTICIPATION DURING MEETINGS OF THE BOARD.

Motion: Approve.

Motioned/Seconded: Mitchell/Washington Davis

Roll call vote: Aye: Gonzales, Alfieri, Castellanos, Davis, Mitchell, Solis, Ferraro.

Nay: None. **Motion carried.**

Pages 100–127 in the Board transcript.

9. DISCUSSION AND ACTION BY THE BOARD REGARDING **APPROVAL OF AN AGREEMENT, PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 19604(f)(5)(E), TO MODIFY THE DISTRIBUTION FROM ADVANCE DEPOSIT WAGERING (ADW) MARKET ACCESS FEES**, TO SUPPLEMENT FUNDING FOR CHRB BOARD SUPPORT.

Motion: Approve.

Motioned/Seconded: Solis/Castellanos

Roll call vote: Aye: Alfieri, Castellanos, Washington Davis, Mitchell, Solis, Ferraro. **Nay:** None. **Motion carried.**

Pages 126–129 in the Board transcript.

10. DISCUSSION AND ACTION BY THE BOARD ON THE **APPROVAL OF THE FISCAL YEAR 2021–22 AGREEMENT** PROVIDING FUNDING SUPPORT FOR THE BOARD.

Motion: Approve.

Motioned/Seconded: Ferraro/Washington Davis

Roll call vote: Aye: Alfieri, Castellanos, Washington Davis, Mitchell, Solis, Ferraro. **Nay:** None. **Motion carried.**

Pages 129–131 in the Board transcript.

11. REPORTS.

A. EXECUTIVE DIRECTOR'S REPORT

Pages 131–150 in the Board transcript.

Proceedings of the Regular Meeting of July 21, 2021

B. EQUINE MEDICAL DIRECTOR'S REPORT.

Pages 131–150 in the Board transcript.

12. PUBLIC COMMENT.

Pages 150–164 in the Board transcript.

MEETING ADJOURNED AT 1:10 P.M.

Proceedings of the Regular Meeting of July 21, 2021

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

CALIFORNIA HORSE RACING BOARD

August 18, 2021

REGULAR BOARD MEETING

There is no board package material for Item 2

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD REGARDING THE AMENDMENT OF
THE APPLICATION FOR ADVANCE DEPOSIT WAGERING PROVIDER ODS
TECHNOLOGIES, L.P. D/B/A TVG NETWORK (TVG), TO ALLOW THE DEL MAR
THOROUGHBRED CLUB TO HOST HANDICAPPING CONTESTS THROUGH TVG.

Regular Board Meeting
August 18, 2021

ISSUE

ODS TECHNOLOGIES, L.P. D/B/A TVG NETWORK (TVG) is requesting to amend its advance deposit wagering license application to provide for the Del Mar Pacific Coast Betting Challenge on August 21, 2021, the Del Mar Handicapping Contest on September 4, 2021, the Mini BCBC from November 5-6, 2021, the Breeders' Cup Betting Challenge from November 5-6, 2021 and the Del Mar Handicapping Contest on November 27, 2021 which would all be conducted by TVG. Changes or amendments to a ADW license require Board approval pursuant to CHRB Rule 2071.

ANALYSIS

An amendment to an Advance Deposit Wagering license requires approval from the Board. In relevant part CHRB Rule 2071(m) states:

"Subsequent to the issuance of a license to conduct Advance Deposit Wagering under this article, changes or amendments to information or operating procedures contained in an Application will be permitted by order of the Board or by Board approval of a request submitted in writing by the Applicant."

Here, the addition of the contests to be operated by TVG is a change to the operating procedures previously submitted by TVG. As such, this change must be approved by the Board.

RECOMMENDATION

This item is presented for Board discussion and action.



July 26, 2021

California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825
Attn: Scott Chaney, Executive Director

Via Email – [REDACTED]

Dear Mr. Chaney,

The purpose of this letter is to request approval of an amendment to the Application for Approval to Conduct Advance Deposit Wagering submitted by ODS Technologies, L.P. d/b/a TVG Network to the California Horse Racing Board in September 2020 (the "Application"). Pursuant to Section 7(c) of the Application, we propose amending Tab G to reflect the addition of the following:

- Pacific Classic Betting Challenge on August 21, 2021
- Del Mar Handicapping Contest on September 4, 2021
- Mini BCBC from November 5-6, 2021
- Breeders' Cup Betting Challenge from November 5-6, 2021
- Del Mar Handicapping Contest on November 27, 2021

Please let me know if you need any further information from us. Thank you for your consideration.

Sincerely,

DocuSigned by:

A blue ink handwritten signature that reads "John Hindman".

5557E40BDF79453...

John Hindman

EVP and General Counsel

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD REGARDING THE LOS ALAMITOS
EQUINE SALE COMPANY, LLC'S, REQUEST FOR AUTHORIZATION OF ITS 17th
ANNUAL QUARTER HORSE YEARLING AND MIXED STOCK SALE, PURSUANT TO
CHRB RULE 1807, AUTHORIZED HORSE SALES

Regular Board Meeting
August 18, 2021

ISSUE

Pursuant to Board Rule 1807, Authorized Horse Sales, Los Alamitos Equine Sale Company, LLC request Board approval of its upcoming quarter horse sale scheduled for October 2nd and 3rd, 2021 at Los Alamitos Race Course.

BACKGROUND

Board Rule 1807, Authorized Horse Sales, provides that the Board may authorize a horse sale or horse auction sale for the sale of race horses or breeding stock that is used in the production of race horses, to be held on the premises of a racing association, and the authorization and approval of such horse sale or horse auction sale shall be upon such conditions as may be imposed by the Board.

RECOMMENDATION

This item is presented for Board discussion and action.

LOS ALAMITOS
Equine Sale



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

July 23, 2021

Dear Scott,

The Los Alamitos Equine Sale Company requests CHRB approval under Rule 1807 (Authorized Horse Sales) for its 17th Annual Quarter Horse Yearling and Mixed Stock Sale. The sale will be held on October 2nd and 3rd, 2021, at Los Alamitos Race Course.

The sales company owners are Edward C. Allred and Steve Burns, DVM, managed by the Pacific Coast Quarter Horse Racing Association. As in previous years, the sale pavilion will be held outdoors under a 100x200 tent on the old cypress golf club premises. The temporary barns are assembled on a section of the Los Alamitos parking lot.

If you have any comments or questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dino Perez'.

Dino Perez
PCQHRA

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD REGARDING THE DISTRIBUTION OF
RACE DAY CHARITY PROCEEDS OF THE WATCHANDWAGER.COM, LLC,
COMBINED 2020-2021 RACE MEETINGS IN THE AMOUNT OF \$4,000 TO FIVE
BENEFICIARIES

Regular Board Meeting
August 18, 2021

ISSUE

WatchandWager.com, LLC (Watch and Wager) is requesting approval to distribute race day charity proceeds generated at two live race meetings for the period of October 30, 2020, through December 22, 2020, and from December 23, 2020, through May 11, 2021. The combined race meetings statutory distribution is \$564. Watch and Wager is proposing to supplement the 2020-2021 combined race day charity proceeds and increase the distribution by \$3,436, and distribute a total of \$4,000, to five beneficiaries. The charitable organizations selected and amounts to be distributed are listed on the attachment. Staff notes that 100 percent of the proposed charity distributions are made to equine related charity organizations.

BACKGROUND

Business and Professions Code section 19550 states the Board shall require each licensed racing association that conducts 14 or less weeks of racing to designate three racing days, and each licensed racing association that conducts more than 14 weeks of racing to designate five racing days during any one meeting, to be conducted as charity days by the licensee for the purpose of distribution of the net proceeds there from to beneficiaries through the distribution agent. No racing association shall be required to pay to a distributing agent for the purpose of distribution to beneficiaries more than an amount equal to two-tenths of one percent of the association's total on-track handle on live races conducted by the association at the meeting. Business and Professions Code section 19555 requires that proceeds are to be distributed to beneficiaries within 12 calendar months after the last day of the meet during which charity days were conducted. Business and Professions Code section 19556 provides that the distributing agent shall make the distribution to beneficiaries qualified under this article. At least 30 percent of the distribution shall be made to charities associated with the horse racing industry. An additional five percent shall be paid to a welfare fund and another five percent shall be paid to a non-profit corporation, the primary purpose of which is to assist horsemen and backstretch personnel who are being affected adversely as a result of alcohol or substance abuse. In addition to the above distributions, a separate 20 percent shall be made to a nonprofit corporation or trust, the directors or trustees of which shall serve without compensation except for reimbursement for reasonable expenses, and which has as its sole purpose the accumulation of endowment funds, the income on which shall be distributed to qualified disabled jockeys.

RECOMMENDATION

This item is presented for Board discussion and action.

CHRB ANALYSIS

Watchandwager.com, LLC (WAW), Combined Charity Day Proceeds
October 30, 2020-December 22, 2020, and December 23, 2020-May 11, 2021

#	Nonprofit Organization	Statutory Distribution Amounts	Disbursement Percentage	Percentage Required By Horse Racing Law (from the 2/10 of 1%)	Notes	WAW Voluntary - Supplemental Distributions	Total Distributions
1	Disabled Jockeys Fund*	\$ 133.00	24%	minimum of 20%	d	\$ 868.00	\$ 1,000.00
2	Standardbred Retirement Foundation*	182.00	32%	minimum of 30%	a	1,518.00	1,700.00
3	Sacramento Horsemen's Association*	182.00	32%	minimum of 30%	a	318.00	500.00
4	Winners Foundation*	34.00	6%	minimum of 5%	c	466.00	500.00
5	CA Harness Horsemen's Benevolent Foundation*	34.00	6%	minimum of 5%	b	266.00	300.00
	Total	\$ 564.00	100%	minimum of 60%	e	\$ 3,436.00	\$ 4,000.00
	Notes:						
	a	30% to charities associated with the horse racing industry (B&P 19556 (b))					
	b	5% to welfare fund for backstretch personnel (B&P 19556 (b))					
	c	5% to nonprofit organization to assist alcohol abuse victims (B&P 19556 (b))					
	d	20% to nonprofit organization that benefits qualified disabled jockeys (B&P 19556 (c)(1))					
	e	overall a minimum of 60% should go to horse racing industry related nonprofit organizations.					

*Equine and/or horse racing related organization



Operating Harness Racing at Cal Expo

June 25th, 2021

Ms. Cynthia Alameda
Assistant Executive Director
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Dear Ms. Alameda:

Watchandwager.com, LLC has allocated charity day proceeds from our 2020/2021 Race Meet (11/21/20-4/25/2021) as set forth below for the California Horse Racing Board's consideration and approval:

Sacramento Horsemen's Association (a)	\$500.00
Standardbred Retirement Foundation (a)	\$1,700.00
CA Harness Horsemen's Benevolent Foundation (b)	\$300.00
Winners Foundation (c)	\$500.00
Disabled Jockeys Fund (d)	\$1,000.00
 Total:	 \$4,000.00
 Equine Related Charities	 \$4,000.00
Non-Equine Related Charities	<u>\$ 0.00</u>
 Percentage of Equine Related Charities	 100%

Attached you will find a schedule describing the charitable organizations listed above. Thank you for your attention to this matter. If you need further information, please contact Chris Schick or me.

Sincerely,

Benjamin Kenney
Watchandwager.com, LLC

Sacramento Horsemen's Association: non-profit regional equestrian club established in 1942, hosts horse shows and provides boarding. (contact phone: 916-470-1337; <http://www.sachorsemen.com>)

Standardbred Retirement Foundation: non-profit, tax exempt organization created to care for, rehabilitate, and secure lifetime adoption of non-competitive Standardbred racehorses, to ensure their proper care with follow-up, and combine the needs of youth at risk with these horses in therapeutic equine programs to benefit both. (contact phone: 732-446-4422; <http://www.adoptahorse.org>)

CA Harness Horsemen's Benevolent Foundation: non-profit established by the CA Harness Horsemen's Association to provide funding and support for backstretch employees in need. (contact phone: 916-263-7888)

Winners Foundation: established in 1984 as a non-profit organization to provide information, support and referral sources to employees and family members of the California horse racing community who are being adversely affected as a result of alcohol and/or substance abuse. There is no charge to anyone seeking aid through this group, which has aided and guided thousands of individuals. (Contact phone: 626-574-6498; <http://winnersfoundation.org>)

Permanently Disabled Jockeys Fund – Founded in 2006, it is a collaborative effort of many leaders in the horse racing industry, including racetracks, jockeys, horsemen and others. It is a public charity that currently provides financial assistance to approximately 60 former jockeys who have suffered catastrophic on-track injuries. It recently was the winner of the National Turf Writers and Broadcasters prestigious Joe Palmer Award for its exceptional work. Nancy LaSala is the group's president. (Contact phone: [630-595-7660](tel:630-595-7660); www.pdjf.org/)

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD REGARDING THE REQUEST FOR
APPROVAL OF THE NOMINATED MEMBERS TO THE BOARD OF DIRECTORS OF
THE CALIFORNIA THOROUGHBRED HORSEMEN'S FOUNDATION, INC.,
PURSUANT TO CHRB RULE 2049(A), DESIGNATION AND APPROVAL OF
HORSEMEN'S WELFARE FUND

Regular Board Meeting
August 18, 2021

ISSUE:

Pursuant to California Horse Racing Board (Board) [Rule 2049](#), Designation and Approval of Horsemen's Welfare Fund, the California Thoroughbred Horsemen's Foundation (CTHF) requested Board approval of the nominated members to its Board of Directors.

ANALYSIS:

The CTHF nominated one individual for an open board member position. Approval of this nomination will bring the CTHF board to a total of nine members, which is within the range of directors permitted under Board Rule 2049.

The following individual was nominated for a one-year term, expiring on June 30, 2022:
Ms. Camilla (Millie) Yakteen.

The CTHF also re-elected four incumbent directors:

Ken Smole, serving a one-year term before transitioning to a three-year term;
Thomas R. Bell, serving a three-year term expiring in 2024;
Damascus Castellanos, serving a three-year term expiring in 2024;
Josh Rubinstein, serving a three-year term expiring in 2024.

In accordance with Board Rule 2049, subsection (a), the nominations are submitted to the Board for approval.

BACKGROUND:

Business and Professions Code (BPC) [section 19440](#) provides that the Board shall have all powers necessary and proper for it to carry out the purposes of the Horse Racing Law. BPC [section 19641](#) states that any redistributable money in a pari-mutuel pool subject to payment to a claimant pursuant to BPC [section 19598](#), but not successfully claimed within that period, shall be paid as specified and an estimated payment equal to 20 percent of the preceding year's unclaimed redistributable money shall be distributed to the welfare fund as specified.

Board Rule 2049, Designation and Approval of Horsemen's Welfare Fund, sets forth the requirements for the establishment and designation of a charitable corporation to administer the horsemen's welfare fund for the benefit of horsemen. Board Rule 2049 requires that the charitable corporation have a minimum of five, and a maximum of eleven directors who are subject to Board approval. The charitable corporation shall select at least one director or trustee without financial interest in horse racing pursuant to Business and Professions Code section 19641.2(c).

The CTHF is a self-administered charitable program dedicated to assisting financial needy backstretch workers and their primary dependents. The CTHF offers medical and dental care, prescriptions, eye testing and glasses, financial aid, social programs, free clothing, and household items. The CTHF also provides services and support through the California Thoroughbred Trainers (CTT), the Winners Foundation, and the Chaplaincy program. The CTHF is regulated by the Board and is funded principally through the receipt of unclaimed winning pari-mutuel ticket revenues and a share of Advance Deposit Wagering (ADW) receipts. Additionally, donations and support are received from thoroughbred tracks the Thoroughbred Owners of California (TOC) and individual donors.

RECOMMENDATION:

Staff recommends the Board hear from the CTHF representatives.

July 14, 2021

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

Dear Scott

CHRB Rule 2049 (a) requires our foundation to gain approval of the CHRB for directors elected to our board, whether serving another term, or new directors to our board.

During the recent June Board of Directors' meeting of the California Thoroughbred Horsemen's Foundation, Inc., nominations were held for open board member positions, after soliciting possible nominees from our Industry partners. The following individual was elected for the first time to our board for a one-year term, expiring June 30, 2022. Thereafter, assuming she is willing to serve and is elected, she will transition to a three year term expiring June 30, 2025:

Camilla Yakteen, better known as "Millie" is a native of England, with a Bachelor's Degree from the Royal Agricultural College, Cirencester. Millie moved to California in 1995 to be an exercise rider at Hollywood Park. Over the next decade the former amateur jockey worked for Hall of Fame trainers Bobby Frankel, Bob Baffert and Richard Mandella. In 2003, now married to trainer Tim Yakteen, Millie joined the Santa Anita on-air family as a host and reporter with HRTV. In February, 2015, Millie joined a small group in the launch of XBTV, which has become the Thoroughbred horse racing's "go to" platform for morning workouts. Millie's duties also include providing insight for Santa Anita's award winning simulcast show. A daily visitor to the backstretch, she brings with her a passion for both horses and backstretch workers alike – a combination sure to benefit the Industry and the workers CTHF services.

Incumbent directors elected include:

Thomas R Bell (returning board member). “Ray” has been involved in the Thoroughbred Industry as a trainer, owner and breeder for most of his life. Currently a member of the CTT board of directors, Ray’s father and grandfather were also heavily involved in the Industry - his grandfather’s participation dating back to when Del Mar originally opened in the late 1930’s. Having grown up in Arcadia, near Santa Anita, there haven’t been many days when Ray has missed visiting or working in the backstretch. Ray has seen the benefits the CTHF offers to his employees, and all backstretch workers, and is pleased to be able to represent his fellow stable workers with a seat on the CTHF board. He will serve a three-year term expiring in 2024.

Ken Smole (returning board member). Ken is a licensed Thoroughbred owner and worked in the medical malpractice Industry for 35 years with primary responsibility in strategic planning and business development. Ken will serve a one-year term before transitioning to the CTHF’s new three-year terms.

Rick Gold (returning board member). Rick is a retired Silicon Valley entrepreneur, executive and investor. Rick is a licensed horse owner and also currently serves on the TOC board of directors. He has extensive experience in board governance, having served on the boards of over 20 organizations in the public, private and non-profit sectors. Rick will also serve a one-year term prior to his transition to a three-year term.

Damascus Castellanos (returning board member). Damascus is the Business Representative for Teamsters’ Local 495, representing a host of racetrack workers. By statute, he is the labor representative on our board and has been a major asset during his tenure. Damascus will serve a three-year term expiring in 2024.

Josh Rubinstein (returning board member). Josh currently serves as the President and Chief Executive Officer of the Del Mar Thoroughbred Club. He serves on numerous Industry committees and boards and is heavily involved in the challenges the Industry currently faces. Josh will also serve a three-year term expiring in 2024.

Pursuant to Rule 2049 (a) of the California Horse Racing Board Rules and Regulations, the nominations are submitted to the CHRB for approval at a public meeting of the CHRB’s choice. These nominations bring the board to a total of nine members, within the scope of the number allowed by CHRB Rule. (maximum of eleven) I will not be available for the October CHRB public meeting, so hopefully this item can be scheduled for approval in August or September. Thank you for your consideration.

Best regards,

Cliff Goodrich

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD REGARDING THE APPROVAL OF
CHRB TO PARTICIPATE IN THE UNIVERSITY OF KENTUCKY'S RESEARCH
STUDY REGARDING ANALYSIS OF MRNA RESPONSE TO IDENTIFY HORSES AT
RISK FOR INJURY

Regular Board Meeting
August 18, 2021

ISSUE:

The California Horse Racing Board (Board) was contacted by Dr. Allen Page with the University of Kentucky's Gluck Equine Research Center regarding having the Board participate in a research study focused on understanding the messenger RNA response to exercise and injury in horses. Specifically, Dr. Page is proposing to work with the Board to conduct a large-scale validation study in Southern California. The goal would be to collect approximately 15,000 samples over a one-year period during total carbon dioxide (TCO₂) testing to obtain samples from catastrophically injured horses. The hope is that this study will demonstrate how mRNA analysis can be utilized to identify horses at risk for injury.

BACKGROUND:

As a prerequisite to this study, Dr. Page previously worked with Dr. Rick Arthur and veterinary staff in both Southern and Northern California, where their results indicated the ability of mRNA analysis to identify 76% of horses at risk for catastrophic injury across 5 different racing jurisdictions.

RECOMMENDATION:

This item is presented for Board discussion and action.

From: "Page, Allen E." [REDACTED]

Date: July 6, 2021 at 2:49:14 PM PDT

To: [REDACTED]

Cc: Jeff Blea [REDACTED]

Subject: Reaching out regarding possible CHRB and Univ. of KY study

Good afternoon Dr. Ferraro-

I hope that this email finds you well! My name is Allen Page and you may remember me as I'm a 2008 UCD SVM grad. I'm currently at the University of Kentucky's Gluck Equine Research Center where my research program is focused on understanding the messenger RNA response to exercise and injury in horses. With the help of Dr. Arthur and the CHRB's veterinary staff in both Southern and Northern CA, we recently reported on the ability of mRNA analysis to identify 76% of horses at risk for catastrophic injury across 5 different racing jurisdictions.

As a follow-up to that study, I have been having a conversation with Drs. Blea and Arthur with regards to possibly conducting a large-scale validation study in Southern California. This would, admittedly, be a logistically challenging project, where the goal would be to collect approximately 15,000 samples over ~1 year during TCO2 testing to ensure we obtain samples from enough catastrophically injured horses (minimum 10-15). While this is obviously a large undertaking, we believe this study will be the last needed to demonstrate the utility of mRNA analysis with regards to identifying horses at risk for injury. A sample set this large also provides an opportunity to look at multiple other areas of interest, including non-fatal injuries and combining risk factor modeling with mRNA analysis.

Given the large population of horses, universal pre-race TCO2 testing, favorable CHRB rules/regulations, and the outstanding quality of CAHFS necropsies, conducting this study in Southern California would be ideal. By taking advantage of the TCO2 testing, sampling would only take about 5 seconds, hopefully making this study easy to include in the CHRB's normal testing workflow. To that end, I have started having conversations with Drs. Knych and Benson since their groups would play a significant role in this project. While those discussions are ongoing, they both seemed willing to help.

I recognize that this is a big request and will likely require discussions both within the CHRB and with me, as well as with some of the stakeholder groups. Since we really have not moved out of the initial discussions, we wanted to talk with you first before approaching the TOC for their thoughts. To provide more information regarding the study, I have put together the attached document, although I am more than happy to provide additional information or answer any questions there might be via email. Alternatively, if you believe having a Zoom discussion would be helpful, please let me know and I can set it up. Thank you for your consideration of this important research project and I look forward to hearing from you!

Thank you!

Allen

Allen Page, DVM, PhD
Scientist/Veterinarian
108 Gluck Equine Research Center
University of Kentucky
Lexington, KY 40546



Pre-Race Inflammation in Thoroughbred Racehorses

Research in both human and equine athletes has demonstrated that adaptation to exercise can be measured by analyzing messenger RNA (mRNA) markers in blood samples. These markers can then be used to indicate when potential damage occurs, creating an opportunity for this technology to be used as a way to avoid injury.

Injuries in racehorses, whether catastrophic or career ending, are a serious welfare concern for both the horse racing industry and general public. Numerous studies looking at catastrophic injuries in racehorses have demonstrated that fractures are often associated with underlying damage, refuting the ‘bad step’ theory. More than eight years ago, our lab at the University of Kentucky’s Gluck Equine Research Center took on the mission to determine whether mRNA markers could be used for the good of the racehorse. During that time, we have published multiple peer-reviewed articles demonstrating the utility of mRNA marker measurement and recently showed that that **we can successfully identify at least 76% of horses at risk of catastrophic injury based on these markers**. For more information on mRNA analysis and our research, please see our April-June 2021 Trainer article (North American Edition - https://issuu.com/anderson-co/docs/nat-60_issuu_v1).

Our ultimate goal is to develop this mRNA technology into a reliable, efficient, and non-invasive tool that will empower owners and trainers by providing an additional method for improving the welfare and longevity of their racehorses. The next step in this ongoing endeavor is to collect approximately 15,000 samples from horses racing in Southern California over approximately 12 months. Never before has a project of this size been undertaken with racehorses, making everyone’s participation critical.

How will samples be collected?

A small blood sample (3mL) will be collected at the same time as pre-race TCO₂ sampling. **Horses WILL NOT be subjected to an additional needle stick for this project and total time for sample collection is estimated to take 5-10 seconds.**

Horses are likely to be sampled multiple times over the course of the study. Since we are interested in looking at changes in mRNA over time, multiple samples are extremely beneficial to this project.

How will study samples be used?

- All owner, trainer, and horse information will be kept strictly confidential in accordance with a non-disclosure agreement between the University of Kentucky and CHRB. Additionally, samples will be labelled with anonymous barcodes and analyzed in a blinded fashion.

see blue.™

- Samples will only be used for mRNA marker research purposes. **The use of specialized collection tubes makes any other testing (such as genetic or drug testing) impossible.**

Following collection and short-term storage at the racetrack, samples will be shipped approximately every 2-3 weeks to the Gluck Center for storage. All shipping supplies (including cooler boxes and pre-paid FedEx labels) will be provided by the University of Kentucky. At the end of the study, select samples will be analyzed following an injury (either fatal or non-fatal) from both the injured horse and specific, unaffected 'control' horses.

Following this study, any remaining samples will stay in storage and may be used to support future projects further exploring mRNA markers in Thoroughbred racehorses. While it is impossible to predict the scope and goals of those potential projects currently, no testing of samples outside the University of Kentucky will be allowed and confidentiality regarding trainers, owners, and horses will be maintained.

What are the benefits of participating in the study?

Everyone in the racing industry recognizes the importance of decreasing injuries and improving safety for horses and jockeys. Participation in this study is a means by which owners and trainers can contribute towards this important goal.

Recognizing both the welfare and economic importance of decreasing non-fatal racing injuries, another goal of this study is to utilize these samples to better understand how specific mRNA markers relate to various injury types. By doing this, it is our hope that mRNA analysis could be used by veterinarians and trainers to help guide their decisions and decrease injury rates, ensuring that horses have the longest racing career possible.

What are the risks of participating in the study?

This study has been designed from the beginning to minimize the risk and impact on individual horses and trainers, while ensuring that the goals of the study can be met. Since samples are collected quickly (5-10 seconds) and during a time when the horse is already being stuck with a needle, participation in this study entails minimal disruption for the trainer and minimal risk to the horse.

Who is funding this study?

The University of Kentucky's Gluck Equine Research Center has provided funds to start this important study while additional outside funding is sought. There is absolutely no cost to participants.

Whom can you contact with questions about the study?

You are encouraged to ask questions about this study at any time by contacting Dr. Allen Page either by email [REDACTED] or by phone [REDACTED]

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 (F) 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
August 18, 2021

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 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 Thoroughbreds, 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 Los Angeles County Fair has entered into an agreement with the Thoroughbred Owners of California (TOC) to prohibit a horse from entering a stakes race conducted with any race-day medication, including furosemide, prohibits a horse from racing for 14 days if it has received a joint injection, prohibits a horse from performing a timed workout within 10 days of a joint injection, and prohibits a horse from racing for 30 days if it has received an injection in a metacarpophalangeal or metacarpophalangeal joint.

RECOMMENDATION:

This item is presented for Board discussion and action.

AGREEMENT

EFFECTIVE DATE: May 22, 2021

PARTIES:

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

and

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

RECITALS:

- A. LACF / 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. LACF / LARA and TOC desire to enter into an agreement in which new rules and regulations are approved in order for LACF / 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 LACF / LARA during its 2021 race meet 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 LACF / LARA auxiliary training facility is subject to out-of-competition testing (OOCT) by LACF / 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.
4. Joint Injections. No horse, of any age, shall be permitted to race at LACF / LARA if it has received a corticosteroid intra-articular joint injection as follows:
 - a. Within fourteen (14) days of race day if such injection is for any joint other than any of the metacarpophalangeal or metatarsophalangeal joints.
 - b. Within thirty (30) days of race day if such injection is performed on any metacarpophalangeal or metatarsophalangeal joint. Additionally, no horse shall be permitted to have a timed work for ten (10) days after receiving a corticosteroid intra-articular joint injection in any of the metacarpophalangeal or metatarsophalangeal joints.
5. No horse which has been administered a non-steroidal anti-inflammatory medication within the previous 48 hours shall participate in a race at LACF / LARA or a recorded work at LACF / LARA or any of its auxiliary training facilities. All parties agree OOCT may be conducted to verify compliance.
6. A commitment to continuing collaboration for improving the safety and welfare of horses and riders.
7. The parties will file this agreement with the California Horse Racing Board ("CHRB") and support approval.
8. This Agreement covers the LACF / LARA 2021 race meet (the "Meet") and shall expire on the last day that a Thoroughbred racehorse is permitted to be in the LACF / LARA enclosure or at a LACF / LARA auxiliary training facility as part of the Meet.

Los Alamitos Racing Association

Thoroughbred Owners of California

By: Jack Liebau
Jack Liebau
General Manager

By: Mary Forney
Mary Forney
Executive Director

Dated: 5/22/2021

Dated: 5/22/2021

STAFF ANALYSIS
August 18, 2021

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 SEPTEMBER 8, 2021, AND CONTINUING THROUGH SEPTEMBER 28, 2021.

The Los Angeles County Fair (LACF) has filed its application to conduct a horse racing meeting at Los Alamitos Race Course from September 8 through September 28, 2021, racing nine days, the same as proposed for 2020. LACF proposes to conduct a total of 78 races, the same as proposed for 2020. Live racing will begin September 10, 2021, and continue through September 26, 2021. 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.

SEPTEMBER 2021						
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		

- Racing Friday through Sunday. Eight races per day Fridays; nine races per day Saturdays and Sundays.
- Racing concurrently with Pacific Racing Association II (Golden Gate Fields).
- 2020 race meeting at Los Alamitos was held in December and ran only Thoroughbreds. Average number of runners per race: 8.71.
- First post 1:00 p.m. each racing day.
- Wagering program will use CHRB and ARCI rules.
 - Early wagering 8:30 a.m.–10:00 a.m.
 - \$2 Rolling 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.
 - \$2 PNP6 last six races, 70% carryover, 30% minor. Alternate runner provision.
 - \$0.50 PNP4 starting second race and last four races. Alternate runner provision.

- \$0.50 PNP5 starting first race. Minimum wager fifty cents. Requests 14% takeout. One tier payoff, 100% carryover.
- \$1 Pentafecta (Super High 5) in last race of day only selecting first five finishers in same race. 100% payoff 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.

*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.
- Documents received in compliance with Business and Professions Code section 19604:
 - ADW agreement that allows NYRA Bets to accept wagers from California residents on race conducted by LACF through 9/13/21.
 - ADW agreements that allow 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 has been requested and will be completed before the race meeting begins.
- Inspection of backstretch worker housing has been requested and will be completed before the race meeting begins.
- San Luis Rey Downs (SLRD) is listed as an auxiliary stabling site. As such, a fire clearance in compliance with Board Rule 1927, Fire Prevention, is required. At the July 2021 regular Board meeting, the fire clearance for SLRD was extended through January 31, 2022.
- LACF has agreed to adopt the Board's Inclement Weather Policy, as posted on the Racing safety page of the Board's website [letter submitted].

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

1. ADW agreement with NYRA Bets. [Valid through 9/13/21.]

RECOMMENDATION:

Staff recommends approval of LACF's proposed race meet application.

COVID-19 PROTOCOLS 2021 Los Angeles County Fair

The Covid-19 Protocols for the 2021 Los Angeles County Fair Meet at Los Alamitos from September 8, 2021 through September 28, 2021 are as follows:

1. Compliance with the pandemic practices and the recommendations promulgated by CAL/OSHA, The California Department of Public Health, and the Orange County Health Care Agency/Public Health.
2. Employees not having attested in writing to having been vaccinated will be required to wear face coverings.
3. Employees are encouraged to practice good every day respiratory etiquette and hand hygiene and to stay home if sick.
4. Only California Horse Racing Board licensed and essential personnel will be allowed in the Barn Area, Receiving Barn, Saddling Area, and Post Race Test Barn.

Los Angeles County Fair
at Los Alamitos Race Course
4961 Katella Ave Los Alamitos, CA 90720

June 22, 2021
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, California 95825

Attn: Scott Chaney
Executive Director

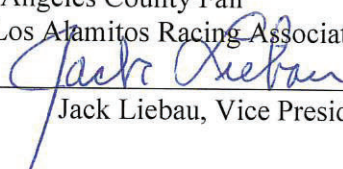
Re: CHRB Inclement Weather Policy

Commissioners:

During its Race Meet from September 8, 2021 through September 28, 2021, 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

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:

Los Angeles County Fair, c/o Los Alamitos Race Course
4961 Katella Avenue, Los Alamitos, CA 90720
(714) 820-2800, Fax (714) 820-2743

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:

F. Jack Liebau (714) 820-2743, jackliebau@yahoo.com

NOTICE TO APPLICANT: Application must be filed not later than 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: September 8 – September 28, 2021
B. Actual dates racing will be held: September 10, 11, 12, 17, 18, 19, 24, 25, 26
C. Dates racing will NOT be held: September 8, 9, 13, 14, 15, 16, 20, 21, 22, 23, 27, 28
D. Total number of racing days: 9, possibly 10 dependent upon available horse population
E. Days of the week races will be held:
 Wed - Sun Tues - Sat Other (specify) Friday - Sunday

3. RACING PROGRAM

A. Total number of races: 78

B. Number of races by breed:

Thoroughbreds Quarter Horses Appaloosas
 Arabians Paints Mules

CHRB CERTIFICATION

Application received:
Reviewed:

Hearing date:
Approved date:
License number:

C. Number of races daily:

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

D. Total number of stakes races by breed:

<input type="text" value="5"/>	Thoroughbreds	<input type="text"/>	Quarter Horses	<input type="text"/>	Appaloosas
<input type="text"/>	Arabians	<input type="text"/>	Paints	<input type="text"/>	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. Attached

1. Attach a listing of all stakes races for the past two 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. Attached

2. Identify the stakes races listed under item E that have been altered, 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). In 2020, the Los Angeles County Fair (the "Fair") was conducted in December instead of September, its historical time frame. Because of the change in time frame, the Fair conducted stakes in 2020 that normally were offered during the Los Alamitos Thoroughbred Winter meet. The 2021 Fair stakes program will follow the 2019 Fair meet schedule.

3. Identify the stakes races listed under item E1 that have been dropped or deleted, and the reasons the stakes were dropped or deleted. The same stakes conducted during the December 2019 Fair meet will be offered during the 2021 Fair meet.

F. Will provisions be made for owners and trainers to use their own registered colors?

Yes No If no, what racing colors are to be used:

G. List all post times for the daily racing program:

- Race 1 – 1:00 pm
- Race 2 – 1:30 pm
- Race 3 – 2:00 pm
- Race 4 – 2:30 pm
- Race 5 – 3:00 pm
- Race 6 – 3:30 pm
- Race 7 – 4:00 pm
- Race 8 – 4:30 pm
- Race 9 – 5:00 pm

Los Alamitos Fall Thoroughbred Meet Stakes Schedules

2021

Phone Chatter Stakes \$75,000 G
NW \$50,000 Sweepstakes
2 yr old Fillies 6 1/2 Furlongs

Capote Stakes \$75,000 G
NW \$50,000 Sweepstakes
2 yr C & G 6 1/2 Furlongs

Beverly J. Lewis Stakes \$75,000 G
3 yr old Fillies 6 Furlongs

E.B. Johnston Stakes (CB) \$75,000 G
3yr & up 1 Mile

Los Alamitos Special \$100,000 G
NW \$50,000 Sweepstakes @ 1m or over
3yr & up 1 1/4 Mile

2020

No Race Meet

2019

Phone Chatter Stakes \$75,000 G
NW \$50,000 Sweepstakes
2 yr old Fillies 6 1/2 Furlongs

Capote Stakes \$75,000 G
NW \$50,000 Sweepstakes
2 yr C & G 6 1/2 Furlongs

Beverly J. Lewis Stakes \$75,000 G
3 yr old Fillies 6 Furlongs

E.B. Johnston Stakes (CB) \$75,000 G
3yr & up 1 Mile

Los Alamitos Special \$100,000 G
NW \$50,000 Sweepstakes @ 1m or over
3yr & up 1 1/4 Mile

Los Alamitos Fall Thoroughbred Meet Stakes Schedules

2018

Barretts Debutante \$100,000 G

2 yo Fillies 6 1/2 Furlongs

Barrets Juvenile \$100,000 G

2yr old Colts & Geldings 6 1/2 Furlongs

Beverly J. Lewis Stakes \$75,000 G

3 yr old Fillies 6 Furlongs

E.B. Johnston Stakes (CB) \$75,000 G

3yr & up 1 mile

Los Alamitos Special \$100,000 G

NW \$50,000 Sweepstakes @ 1m or over

3yr & up 1 1/4 Mile

LOS ALAMITOS RACE COURSE

STAKES SCHEDULE

Closing Saturday, September 4, 2021

Saturday, September 11, 2021 \$75,000 Guaranteed

BEVERLY J. LEWIS

For Fillies Three Year Olds

Six Furlongs

Closing Saturday, September 4, 2021

Sunday, September 12, 2021 \$75,000 Guaranteed



E.B. JOHNSTON STAKES (Cal Bred)

For Three Year Olds and Upward

One Mile

Closing Friday, September 10, 2021

Saturday, September 18, 2021 \$75,000 Guaranteed

PHONE CHATTER STAKES

For Fillies Two Year Olds

Six And One Half Furlongs

Closing Saturday, September 11, 2021

Sunday, September 19, 2021 \$100,000 Guaranteed

LOS ALAMITOS SPECIAL

For Three Year Olds and Upward

One Mile And One Quarter

Closing Friday, September 17, 2021

Saturday, September 25, 2021 \$75,000 Guaranteed

CAPOTE STAKES

For Colts And Geldings Two Year Olds

Six And One Half Furlongs

LA Purses Fall 2021

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	\$23,000.00		CLM 32000 NWY *	\$33,000.00
MDN CLM 40,000	\$28,000.00		CLM 25,000 NW2 LIFETIME *	\$25,000.00
MDN CLM 50,000	\$32,000.00		CLM 25,000 *	\$29,000.00
MDN CLM 75,000	\$36,000.00		SA 25,000 *	\$29,000.00
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 *	\$39,000.00
CLM 8,000 NW2 CLAUSE OR YEAR	\$15,000.00		SA 50000 NW2 LIFETIME *	\$33,000.00
SA 8000	\$16,000.00		CLM 62,500 *	\$42,000.00
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	\$48,000.00
CLM 12,500 NW2 CLAUSE OR YEAR	\$18,000.00		ALW 2X OPT/CLM 62,500	\$50,000.00
CLM 12,500 *	\$21,000.00		ALW 3X OPT/CLM 80,000	\$55,000.00
SA 12,500 *	\$21,000.00		OVERNIGHT STAKE	\$75,000.00
CLM 16,000 NW2 LIFETIME *	\$20,000.00		STAKE	\$100,000.00
CLM 16,000 *	\$22,000.00			
SA 16,000 *	\$22,000.00			
CL20,000 *	\$24,000.00			

2020	2019	2018
The Starlet Gr I	The Starlet Gr I	The Starlet Gr I
\$300,000 Guaranteed	\$300,000 Guaranteed	\$300,000 Guaranteed
2 yr Fillies 1 1/16	2 yr Fillies 1 1/16	2 yr Fillies 1 1/16
Los Alamitos Futurity Gr II	Los Alamitos Futurity Gr II	Los Alamitos Cash Call Futurity Gr I
\$200,000 Guaranteed	\$200,000 Guaranteed	\$300,000 Guaranteed
2 yr olds 1 1/16	2 yr olds 1 1/16	2 yr olds 1 1/16
Soviet Problem (Cal Bred)	Soviet Problem (Cal Bred)	Soviet Problem (Cal Bred)
\$100,000 Guaranteed	\$100,000 Guaranteed	\$100,000 Guaranteed
2 yr old Fillies 1 1/16	2 yr old Fillies 1 1/16	2 yr old Fillies 1 1/16
King Glorious (Cal Bred)	King Glorious (Cal Bred)	King Glorious (Cal Bred)
\$100,000 Guaranteed	\$100,000 Guaranteed	\$100,000 Guaranteed
2 yr olds 1 mile	2 yr olds 1 mile	2 yr olds 1 mile
Bayakoa Stakes Gr III	Bayakoa Stakes Gr III	
\$100,000 Guaranteed	\$100,000 Guaranteed	
F&M 3yr & up 1 1/16	F&M 3yr & up 1 1/16	

LOS ALAMITOS RACE COURSE
STAKES SCHEDULE

Closing Thursday, August 27, 2020

Saturday, December 5, 2020 \$300,000 Guaranteed

The Starlet - Grade I

For Fillies Two Year Olds

One Mile And One Sixteenth

Closing Saturday, November 28, 2020

Sunday, December 6, 2020 \$100,000 Guaranteed

Bayakoa Stakes - Grade III

For Fillies And Mares Three Year Olds and Upward

One Mile And One Sixteenth

Closing Saturday, December 5, 2020

Saturday, December 12, 2020 \$100,000 Guaranteed



Soviet Problem Stakes

For Fillies Two Year Olds

One Mile

Closing Thursday, August 27, 2020

Saturday, December 19, 2020 \$200,000 Guaranteed

Los Alamitos Futurity - Grade II

For Two Year Olds

One Mile And One Sixteenth

Closing Saturday, December 12, 2020

Sunday, December 20, 2020 \$100,000 Guaranteed



King Glorious Stakes

For Two Year Olds

One Mile

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:

Miguel Santana, President & CEO
Heidi Hanson
Edward Tessier
J. Michael Ortiz
Ciriaco Pinedo
Linda Bosserman
Michael Driebe
John Landherr
Richard Martinez
Kiana Webb
John Soloman

B. Names of the directors serving on the Racing Committee or otherwise responsible for the conduct of the racing program: Dr. Edward Allred, F. Jack Liebau, pursuant to Contractual Agreement.

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:

Miguel Santana, President and CEO
Walter Marquez, CFO and Vice President
Cielo Castro, Chief of Staff
Lucas Rivera, Senior Vice President
Dale Coleman, Vice President
Dwight Richards, Vice President

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).

F. Jack Liebau
jackliebau@yahoo.com
4961 Katella Avenue
Los Alamitos, CA 90720
(714) 820-2800

5. TAKE OUT PERCENTAGE

1. 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, Daily Double

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

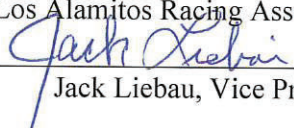
Los Angeles County Fair
at Los Alamitos Race Course
4961 Katella Ave Los Alamitos, CA 90720

June 22, 2021
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, California 95825

Attn: Scott Chaney
Executive Director

Commissioners:

By a Letter to Scott Chaney dated May 30, 2021, the Los Angeles County Fair mistakenly requested permission to offer Super Hi-5 wagering with a 14% takeout rate. In its pending License Application, it has been noted that the Super Hi-5 wager will be offered at its statutory take-out rate. Thus, a take-out approval letter from the Thoroughbred Owners of California for the Super Hi-5 is not necessary.

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

LOS ANGELES COUNTY FAIR

May 30 2021

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 Meet September 8, 2021 through September 28, 2021.

- Rolling Daily Doubles beginning with Race 1 are subject to a 20% takeout rate.
- Super Hi-5 - \$1.00 minimum wager offered on the last race on each card subject to a 14% 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



May 21, 2021

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

RE: 2021 Los Angeles County Fair Meet at Los Alamitos – Rolling Doubles

Dear Ms. Luera,

Los Alamitos has contacted the Thoroughbred Owners of California (“TOC”) regarding the conducting of “Rolling Doubles” wagers, subject to a 20% takeout, on each racing day of its upcoming Los Angeles County Fair race meet from September 8-28, 2021. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Los Alamitos’ previous meet.

Please feel free to contact me with any questions.

Sincerely,

Greg Avioli
President & CEO

cc: Mike Marten, CHRB
Jack Liebau, Los Alamitos



May 21, 2021

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

RE: 2021 Los Angeles County Fair Meet at Los Alamitos – Players Pick 5

Dear Ms. Luera,

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 Los Angeles County Fair race meet from September 8-28, 2021. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Los Alamitos’ previous meet.

Please feel free to contact me with any questions.

Sincerely,

Greg Avioli
President & CEO

cc: Jack Liebau, Los Alamitos
Mike Marten, CHRB

285 W. HUNTINGTON DR., ARCADIA, CA 91007 (626) 574-6620

CHAIRMAN: GARY FENTON
PRESIDENT & CEO: GREG AVIOLI
EXECUTIVE DIRECTOR: MARY FORNEY
ADMINISTRATIVE ASSISTANT: ELSA PERON

- A. 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. Attached

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 10 percent nor more than 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

- 1. Complete the table below providing the last five 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
2020 – 11 racing days	75,469,118	6,233
2019 – 10 racing days	58,517,206	65,508
2018 – 12 racing days	67,787,309	68,942
2017 – 12 racing days	63,344,075	73,516
2016 – 12 racing days	64,292,747	75,645

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

- A. Purse distribution: (Prior year numbers reflect 2020 December meet numbers)

- 1. All races other than stakes:
 - Current meet estimate: \$2,371,500
 - Prior meet actual: \$2,701,890

 - Average Daily Purse (7A1 ÷ number of days):
 - Current meet estimate: \$263,500
 - Prior meet actual: \$245,626

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

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

- 3. Non-overnight stakes:
 - Current meet estimate: \$368,000
 - Prior meet actual: \$578,600

 - Average Daily Purse (7A3 ÷ number of days):
 - Current meet estimate: \$40,889
 - Prior meet actual: \$52,600

4. Total Purses: (7A1+7A2+ 7A3)
 Current meet estimate: \$2,739,500
 Prior meet actual \$3,280,490

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

Current meet estimate: \$202,500
 Prior meet actual: \$247,670

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

Current meet estimate:	Prior meet actual:
CTT \$ 7,457	\$ 9,221
TOC 14,916	18,441
NTRA 4,471	2,939
PCQHRA	
CWAR	
ARAC	
AMRA	
CTT PENSION 22,372	27,661
CTHF 22,372	27,661
Total \$71,588	\$85,923

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: \$3,013,588
 Prior meet actual: \$3,614,083

Average Daily Purse (7D ÷ number of days):

Current meet estimate: \$334,843
 Prior meet actual: \$328,553

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: \$1,925,747
 Prior meet actual: \$1,792,131

Average Daily Purse (7E ÷ number of days):

Current meet estimate: \$213,972
 Prior meet actual: \$162,921

F. Purse funds to be generated from interstate handle:

Current meet estimate: \$ 517,785
 Prior meet actual: \$1,326,881

Average Daily Purse (7F ÷ number of days):

Current meet estimate: \$ 57,532
 Prior meet actual: \$120,626

- G. Bank and account number for the Paymaster of Purses' purse account: Bank of the West
4400 MacArthur Blvd., Newport Beach, CA 92660 Acct. # 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
(909) 944-6465, craigmiller@verizon.net

NOTICE TO APPLICANT: All funds generated and retained from on-track pari-mutuel handle which 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 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 which are obligated by law for distribution in the form of purses and breeders' awards, shall also be deposited within 3 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 which results in a balance remaining in the Paymaster of Purses' account at the conclusion of the meeting after distribution of amounts due to horsemen and 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.
Southern California Off-Track Stabling Agreement on file with CHRB

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-1986 meet was conducted at Fairplex Park
- G. Estimated cost to provide off-site stalls for this meeting. Show cost per-day per stall: \$14.48
- H. Estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse: \$180 roundtrip from Santa Anita, \$320 roundtrip from San Luis Rey Downs

9. EQUINE EMERGENCY SERVICES

- A. Name and emergency telephone number of the racing veterinarian onsite during training hours, workouts and during racing for the association and auxiliary sites:
 There is a rotation of private veterinarians on site at Los Alamitos & at all auxiliary training sites during all training hours. The private veterinarians are retained by the owners & 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 to 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 veterinarian and he is employed by the CHRB.

- 1. Attach a schedule listing the dates and times that the racing veterinarian will be available onsite during training hours, workouts and during racing for the association and auxiliary sites. There is a rotation of private veterinarians at Los Alamitos and all auxiliary training sites during all training, workout and racing hours. Note that the private veterinarians are not on any rotation specified by Los Alamitos because they are not employed by Los Alamitos. They instead come and go as needed by the clients (owners and trainers). However, offices at Los Alamitos as well as the offsite facilities at Santa Anita and San Luis Rey Downs have the telephone numbers of veterinarians who can be called in case of emergency.

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 at. The fair is not a member of CARF.

- 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 (RCI) 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	
		Yes	No
Example Race \$1 E; \$1 Double	CHRB #1959; RCI #VE		
Race #1 \$1E, \$1 Tri \$2DD \$1PK3 0.50P5 SF	CHRB #1959,1979, 1957,1977,1976.9,1979.1		
Race #2 \$1E, \$1 Tri \$2DD \$1PK3 0.50P4 SF	CHRB #1959,1979, 1957,1977,1976.9,1979.1		
Race #3 \$1E, \$1 Tri \$2DD \$1PK3 0.50P6 SF	CHRB #1959,1979, 1957,1977,1976.9,1979.1		
Race #4 \$1E, \$1 Tri \$2DD \$1PK3 0.50P6 SF	CHRB #1959,1979, 1957,1977,1976.9,1979.1		
Race #5 \$1E, \$1 Tri \$2DD \$1PK3 0.50P4 SF	CHRB #1959,1979, 1957,1977,1976.9,1979.1		
Race #6 \$1E, \$1 Tri \$2DD \$1PK3 SF	CHRB #1959,1979, 1957,1977, ,1979.1		
Race #7 \$1E, \$1 Tri \$2DD \$1PK3 SF	CHRB #1959,1979, 1957,1977, ,1979.1		
Race #8 \$1E, \$1 Tri \$2DD \$1PK3 SF	CHRB #1959,1979, 1957,1977, ,1979.1		
Race #9 \$1E, \$1 Tri \$2DD \$1PK3 Super H5 SF	CHRB #1959,1979, 1957,1977, ,1979.1	ARCI #004-105 Subsection X	Pick (n) Position (x) Pools

Veterinarians Available for Emergency Services
Attachment for 9A

Vet	Phone	Name of Practice
<u>Los Alamitos:</u>		
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
Wacoub, Anita	(951) 206-7496	Equine Sports Medicine
<u>San Luis Rey Downs (off-track training)</u>		
Benkins, Chuck	(970) 217-8132	Magrini
Banno, 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
<u>Santa Anita (off-track training)</u>		
Anderson, Elizabeth	(626) 808-2508	Shields
Braujo, John	(626) 893-7612	Self
Bue, Melinda	(626) 233-9922	Blue
Channon, Laura	(626) 710-7281	Shields
Cerchler, Sabina	(626) 536-8080	
Cord, Wade	(210) 245-7000	Baker
Carpenter, Ryan	(805) 320-4811	Baker
Dowd, Joe	(818) 400-7498	Simpson/Dowd
Farley, Jenn	(626) 422-6412	Blea/Von Bluecher
Fields, Don	(626) 485-0374	
Garrison, Ted	(818) 970-1536	
Heppel, Mike	(951) 318-7335	
Hilko, Karen	(951) 317-7935	

\$2 Rolling daily double placement will depend on # of races

\$1 Trifecta on all eligible races (CHRB 1979.1)

\$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)

\$0.50 PNP4 starting second race and last four races. Alternate runner provision (CHRB 1976.9)

\$0.50 PNP5 starting first race. Minimum wager fifty cents, 14% takeout, one tier payoff, 100% carryover

\$1 Pentafecta (Super High 5) in the last race of the day only selecting the first five finishers in a same race

100% payoff on all tickets five winners. No consolation. 100% carryover if no ticket has five winners

- 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. No changes from last year's format.
- D. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: Unlimited. Final distribution 9/26/2021
- 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 day from 8:30 am to 10:00 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, 11200 Pepper Rd Hunt Valley MD (800) 345-1566.
Contract expires 8/2025
- H. List below the takeout percentage for each type of wager identified in 10B:

TAKEOUT PERCENTAGE

(Example) PNP5-14%

Race #1 \$1E 24.02%, \$1Tri 25.02%, \$2 DD 20%, PK3 – 25.02%, PK5 – 14%, SF 25.02%

Race #2 \$1E 24.02%, \$1Tri 25.02%, \$2 DD 20%, PK3 – 25.02%, P4 – 25.02% SF 25.02%

Race #3 \$1E 24.02%, \$1Tri 25.02%, \$2 DD 20%, PK3 – 25.02%, PK6 – 25.02%, SF 25.02%

Race #4 \$1E 24.02%, \$1Tri 25.02%, \$2 DD 20%, PK3 – 25.02%, PK6 – 25.02%, SF 25.02%

Race #5 \$1E 24.02%, \$1Tri 25.02%, \$2 DD 20%, PK3 – 25.02%, PK4 – 25.02%, SF 25.02%

Race #6 \$1E 24.02%, \$1Tri 25.02%, \$2 DD 20%, PK3 – 25.02%, SF 25.02%

Race #7 \$1E 24.02%, \$1Tri 25.02%, \$2 DD 20%, PK3 – 25.02%, SF 25.02%

Race #8 \$1E 24.02%, \$1Tri 25.02%, \$2 DD 20%, PK3 – 25.02%, SF 25.02%

Race #9 \$1E 24.02%, \$1Tri 25.02%, \$2 DD 20%, PK3 – 25.02%, Super H5 – 25.02% SF 25.02%

11. ADVANCE DEPOSIT WAGERING (ADW)

- A. Identify the ADW provider(s) to be used by the fair for this race meeting:
TVG, XpressBet, Twin Spires, NYRABets
- B. Attach a copy of the agreement/contracts with each ADW provider to be used for this race meeting. Agreements/Contracts with each ADW Provider are the same for each of the Southern California Tracks and Monarch has filed on behalf of such tracks all of such Agreements/Contracts with the CHRB.



May 28, 2021

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

RE: LA County Fair at Los Alamitos (LARC) 2021 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 2021 LA County Fair race meeting, September 8 through September 28, 2021, 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
ADMINISTRATIVE ASSISTANT: ELSA PERON

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

C. Have the contract/agreements been approved by the respective horsemen's groups?

Yes No

If yes, attach a copy of the approval. Attached
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 provides 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
- 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. Agreement is on file with CHRB and includes evergreen provisions.
- 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 mini-simulcast 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 or not 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 which 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 50 imported thoroughbred races statewide. The limitation of 50 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
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H. List imported simulcast races the fair plans to receive during the racing meeting which 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:

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

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

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

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

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

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

Attachment 12.E.

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

Mini-Satellites

M1. Commerce Casino
6131 East Telegraph Road
Commerce, CA 90040
Phone: (323) 803-3693
Contact: Edgar Wong

*Glen Arden Club
357 Arden Ave.
Glendale, Calif
Phone (619) 241-3689
Kiko Zennedjian*

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

M3. Santa Maria
Original Roadhouse Grill
1423 S. Bradley Rd.
Santa Maria, CA 93454
Phone: (805) 614-0586
Contact John Tintle

M4. Santa Clarita Lanes
21615 W. Soledad Canyon Rd.
Saugus, CA 93454
Phone: (661) 254-0540
Contact: Tom Cristi

M5. Sammy's Original
23221 Lake Center Drive
Lake Forest, CA 92630
Phone: (949) 716-2367
Contact: Pete Genovese

M6. Tiled Kilt
1345 E. Thousand Oaks Blvd.
Thousand Oaks CA. 91362
Phone: (805) 777-7418
Contact: Robert Haupt

M7. Ocean's 11 Casino
121 Brooks Street
Oceanside, CA 92054
Phone: (888) 439-6988
Contact: Steve Gallagher

M8. Firehouse Restaurant

7701 White Avenue
Bakersfield, CA 93313
PH: 661-831-4688
Contact: Russ Johnson

M9. Lake Elsinore Casino

20930 Malaga Road
Lake Elsinore, CA 92530
PH: 951-674-5160
Contact: Pat Wilmes

M10. 58 Flat

4110 Bonita Road
Bonita, CA 91902
PH: 619-884-1291
Contact: Denny Kanakaris

M11. The Derby Room

3230 Hamner Avenue
Norco, CA 92860
PH: 951-692-3572
Contact: Jim Baerwald

**Thoroughbred tracks conducting racing
during the LA County Fair Meet at Los Alamitos**

(September 8 to 28, 2021)

Please note track listings on this page reflect available information through June 10, 2021

Arlington	Indiana Grand
Ajax Downs	Kentucky Downs thru Sept. 12
Arapahoe	Laurel Park
Assiniboia thru Sept. 8	Lethridge
Arizona Downs thru Sept. 15	Lexington on Sept. 19
Belmont Park (Opens Sept. 17)	Louisiana Downs thru Sept. 21
Belterra	Mountaineer
Canterbury thru Sept. 16	Monmouth Park
Century Mile	Penn National
Churchill Downs (Opens Sept. 16)	Pleasanton
Delaware Park	Parx Racing
Emerald Downs	Prairie Meadows thru Sept. 25
Evangeline thru Sept. 18	Presque Isle
Finger Lakes	Remington Park
Fort Erie	Tampa Bay Downs
Grants Pass (Opens Sept. 20)	Thistledowns
Golden Gate	Woodbine
Gulfstream Park	Zia Park
Hastings	South America: <i>i.e. Concepcion,</i>
Hollywood Charles Town	<i>Gavea, Camarero, etc.</i>

OTHER BREED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Breed of Horse	Race Dates	Number of Races to be Imported
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- 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 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 and out-of-state wagering and which 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 3 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 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 DVM
 - Clerk of Scales - Charles McCaul
 - Clerk of the Course – Dawn Schmid
 - Film Specialist - Board of Stewards
 - Horse Identifier – Jennifer Paige
 - Horseshoe Inspector – Victor Tovar
 - Paddock Judge – Karen Denoval
 - Patrol Judges – Heather Correra, Karen Denoval
 - Placing Judges – Don August, Randy Valdez
 - Starter – Gary Brinson
 - Timer – Russ Hudak

- B. Management officials in the racing department:
 - Director of Racing - Robert Moreno
 - Racing Secretary – Robert Moreno
 - Assistant Racing Secretary – Kevin Colosi
 - Paymaster of Purses – Dawn Jackson
 - Others (identify by name and title)

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

- 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 Dec. 31, 2021

- E. Photopatrol 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, President
16633 Ventura Blvd Suite 1010 Encino, CA 91436, contract expires May 31, 2022
1 camera end of homestretch
1 camera end of backstretch
1 camera coming out of final turn
4 pan cameras covering entire track

- 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:

Electronic timing devices owned and operated by Los Alamitos Race Course

4. SECURITY CONTROLS

- A. 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.

Cathy Monji, Chief of Security
(714) 820-2660 frontside / (714) 820-2832 backside; Organizational Plan 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
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. Attached

2. Detention Stalls: Los Alamitos does not use detention stalls

A. Attach a plan for use of graded stakes or overnight races. n/a

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

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

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 WOZNAK	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. GUILLERMO CHAVEZ JOSE MURILLO BUNTHOEUN SOS	DESK/DISPATCH MAINLINE CLUBHOUSE MEZZ
NIGHT SHIFT OFFICERS	JACKIE DIXON HENRY CHAMBERS GABRIEL CASTELLANOS	MAINLINE PADDOCK
STABLE AREA OFFICERS	JORGE AVINA CESAR FRANCO JOSE ALVAREZ	NIGHT STABLE GRAVEYARD SPLIT SHIFT
OFF HOUR OFFICERS	KENNETH GRANT	GRAVEYARD
STABLE GATE	APRIL DUDONE RONNIE WHITE CHERI WILLETT ARTURO SANDOVAL SHARRIL JANISKY MARCO AVINA BENJAMIN GARCIA	SWING GATE DAY WEST GATE SPLIT SHIFT NIGHT WEST GATE GRAVEYARD GATE DAY GATE MAIN GATE

Los Alamitos Racing Association
STAKES SECURITY PROGRAM

For stakes races with purses of \$100,000 or more Los Angeles County 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 Los Angeles County Fair will assign two additional security guards to the barn area with the specific instructions to monitor the barns of trainers with horses entered in that stakes.

- 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
P O Box 145
Sunset Beach, CA 90742
Track # (714) 820-2845

- 1. Attach a certification from the Ambulance Company(s) listed in 15.A, certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.
Attached

- B. Name, address and emergency telephone number of the ambulance service to be used during workouts at auxiliary sites:
San Luis Rey Downs
Mercy Medical Transportation Inc.
2538 Old San Pasqual Road
Escondido, CA 92027
Richard Roesch - (760) 525-2688

Santa Anita
Symons Ambulance
18592 Cajon Blvd.
San Bernardino, CA 92407
Juan Espinoza (626) 222-4236

- 1. Attach a certification from the Ambulance Company(s) listed in 15.B, certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.
Attached

- C. Describe the on-track first aid facility, including equipment and medical staffing:
Contracted track physician: Oxygen equipment, blood pressure monitoring, backboard, cervical spine collar, 3 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 Ave
Los Alamitos, CA 90720 (562) 598-1311

CHRB
1010 Hurley Way #300
Sacramento, CA 95825

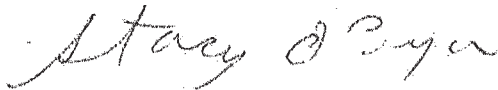
March 24, 2021

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,

A handwritten signature in cursive script that reads "Stacey O'Bryan".

Stacey O'Bryan - President
Huntington Ambulance, LLC

MERCY

*Medical
Transportation
Inc.*

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

March 29, 2021

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.

Sincerely Yours,



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



Friday March 29, 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

Long Beach Memorial Hospital (Certified Trauma Center)
2801 Atlanta Ave
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: Attached
- G. Name 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, manager, Juan Ramos, assistant manager
- H. Attach a fire clearance from the fire authority having jurisdiction over the premises. Attached
- 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 10 days' notice of any cancellation or termination of insurance that secures the liability of the fair for payment of workers' compensation. Attached

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, that may be either permanent or mobile, and which 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 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. (b) 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. (c) 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. (d) 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 Dr.
Medina OH 44256

Los Alamitos Race Course

Medical Emergency

Response Procedures

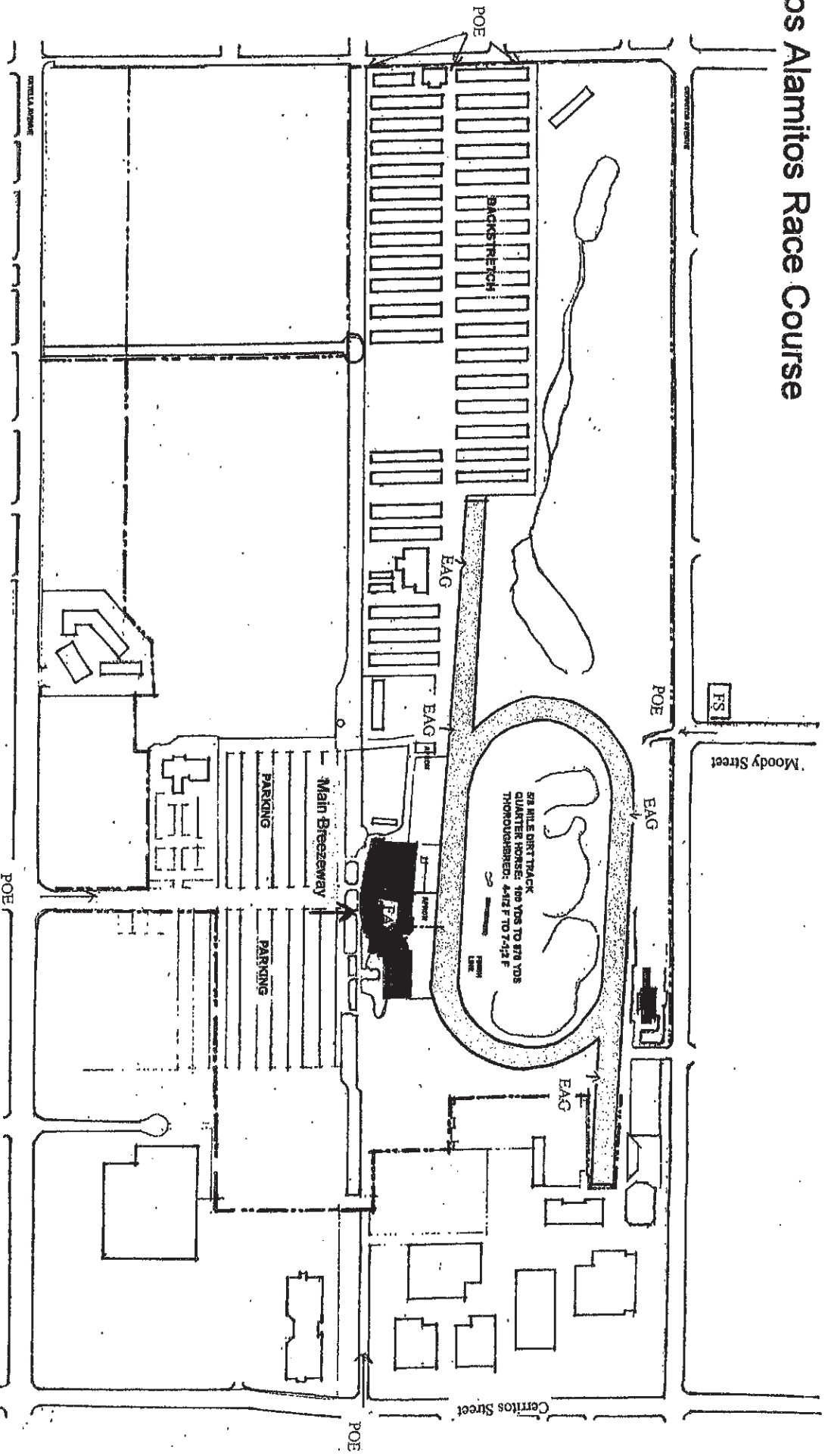
Los Alamitos Race Course

4961 Katella Ave.

Los Alamitos, CA 90720

714-820-2800

Los Alamitos Race Course



- Legend:**
- Emergency Access Gate EAG
 - Fire Station FS
 - First Aid Location of Entry FA
 - Race Track POE

- Emergency Phone Numbers**
- Security Dispatch Desk (714) 820-2660
 - Security Captain Desk (714) 820-2663 ext (714) 713-7728
 - LARC Main Number (714) 820-2800
 - Emergency Response 911

Los Alamitos Race Course

Medical Support Overview

Morning Workouts

- One BLS unit staffed with two licensed EMT's on site during all morning training hours

Race Nights

- Two BLS units staffed with four licensed EMT's on site during all race hours
- Paramedic backup provided by Orange County Fire Station 17 located 100 yards from back gate access to racetrack
- Los Alamitos Medical Center with 24-hour Emergency Room located 1.1 miles from Los Alamitos Race Course
- Long Beach Memorial Hospital – Level One Trauma Facility (10.3 miles)
- University of California Irvine Hospital – Level One Trauma Facility (18.2 miles)

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

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

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 of 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 than 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

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.

Los Alamitos Race Course

Emergency Protocol

Human / Horse Ambulance in Paddock (Race Night)

EMT Coverage of Paddock Area

- During the saddling of horses in the paddock on race nights one of the two ambulance crews will be stationed directly adjacent to the paddock / walking ring to respond to any incident
- If there is an incident in the paddock it will be the responsibility of the Paddock Judge to direct all horses and spectators safely away from the incident scene
- Security guard assigned to paddock area will notify stewards and security communications desk of incident
- If there are horses already on the track for an upcoming race, the Stewards will notify the Starter to hold horses behind the gate until situation is resolved
- EMT's will assess any injury and will make the decision if transport is necessary
- If transport is necessary the on site backup ambulance unit and EMT crew will remain on scene to provide ambulance coverage for upcoming race

Horse Ambulance Coverage of Paddock Area

- If there is an incident in the paddock requiring the Horse Ambulance, the security officer assigned to the paddock area will notify the Horse Ambulance driver via radio or at ext. 2836 and the Stewards at ext. 2783
- It will be the duty of the paddock Judge to direct the other horses and spectators away from the injured horse
- The Stewards will notify the Starting Gate of the incident. Assistant starters will be dispatched to the paddock to assist loading the injured into the Horse Ambulance
- If there are horses on the track for an upcoming race they will be held behind the Starting Gate until the Horse Ambulance exits the track

**Los Alamitos Race Course
Accident/ Injury Procedures
Patron Injury**

Patron Injury / Non Live Racing Hours

- If a patron is injured the Security Communications desk is notified immediately at ext. 2660. The specific location of the incident is reported and the Security Communications directs on site security personnel to the location.
- Security personnel confirm with patron that they request medical assistance. If patron is unable to respond, security personnel request medical assistance.
- If patron requests medical assistance or if patron is unable to respond, Security Communications desk calls for Paramedic assistance.
- Paramedics responding to patron assistance are pre instructed to enter Los Alamitos Race course through main breezeway adjacent to Security Office. If injured patron is mobile Paramedics will meet patron at Security Office. If patron is not mobile, Security personnel will escort Paramedics to patron location.
- Paramedics will make determination to transport patron to a hospital for treatment.

Patron Injury / Live Racing Hours

- The backup EMT Ambulance Crew is stationed at the Los Alamitos First Aid Station during live racing hours
- Patrons with minor medical complaints are directed to First Aid Station where EMT crew can check vital signs and advise on additional treatment such as seeing personal doctor, going to emergency room or medical clinic
- Patrons in need of immediate additional care are kept in First Aid Station while Paramedic assistance is requested through the Security Communications Desk.
- Patrons who are not mobile are assisted by EMT crew at location of incident while Paramedic assistance is requested through Security Communications desk.

Los Alamitos Race Course
Medical Emergency Procedures
Employee Injury

- All employee injuries should immediately be reported to Security Communications Desk
- If available, employee's department supervisor will be notified and will respond to injured employee along with Security Department personnel
- If employee's department supervisor is not available, available members of racetrack administration staff will respond to location
- If injury appears life threatening, the Security Communications desk is directed to call for Paramedic assistance. Paramedics are directed to respond to the Main Breezeway located adjacent to the Security Office.
- If the injury is not serious and it is deemed safe to do so, employee will be transported to the Healthpoint Industrial Clinic for treatment.

Los Alamitos Race Course Emergencia Médica Procedimientos de Respuesta

Los Alamitos Race Course
4961 Katella Ave.
Los Alamitos, CA 90720
(714) 820-2800

Los Alamitos Race Course
Descripción General de Soporte Médico

Entrenamientos Matutinos

- Una unidad de BLS con dos EMTS con licencia en el sitio durante todas las horas de capacitación de la mañana

Noches de Carrera

- Dos unidades BLS con cuatro EMTS con licencia en el lugar durante todas las horas de carrera
- Respaldo paramédico proporcionado por la estación de bomberos 17 de Orange County ubicada a 100 yardas del acceso de la puerta trasera al hipódromo
- Los Alamitos Medical Center con sala de emergencias las 24 horas ubicado a 1.1 millas de Los Alamitos Race Course
- Long Beach Memorial Hospital – Level One Trauma Facility (10.3 millas)
- University of California Irvine Hospital – Level One Trauma Facility (18.2 millas)

**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 Oranewood 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

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

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

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

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 múltiples

- 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

Los Alamitos Race Course

Protocolo de Emergencia

Ambulancia para Humanos / Caballos en el Paddock (Noche de Carrera)

Cobertura de EMT del área de paddock

- Durante el ensillado de caballos en el paddock en las noches de carrera, uno de los dos equipos de ambulancia estará estacionado directamente al lado del paddock / ring para caminar para responder a cualquier incidente
- Si hay un incidente en el paddock, será responsabilidad del Juez de Paddock dirigir a todos los caballos y espectadores lejos de la escena del incidente de manera segura
- El guardia de seguridad asignado al área del paddock notificará a los comisarios y al mostrador de comunicaciones de seguridad del incidente
- Si ya hay caballos en la pista para una próxima carrera, los Comisarios notificarán al Starter para mantener a los caballos detrás de la puerta hasta que se resuelva la situación
- Los técnicos de emergencias médicas evaluarán cualquier lesión y tomarán la decisión si el transporte es necesario
- Si el transporte es necesario, la unidad de ambulancia de respaldo en el lugar y el equipo de EMT permanecerán en el lugar para brindar cobertura de ambulancia para la próxima carrera

Cobertura de Ambulancia para Caballos en el área de Paddock

- Si hay un incidente en el paddock que requiera la ambulancia para caballos, el oficial de seguridad asignado al área del paddock notificará al conductor de la ambulancia para caballos por radio o en la ext. 2836 y los Stewards en ext. 2783
- Será deber del juez de paddock alejar a los demás caballos y espectadores del caballo lesionado
- Los Comisarios notificarán a la Puerta de Salida del incidente. Los asistentes de arranque serán enviado al paddock para ayudar a cargar a los heridos en la ambulancia a caballo
- Si hay caballos en la pista para una próxima carrera, se mantendrán detrás de la salida puerta hasta que la ambulancia a caballo salga de la pista

Los Alamitos Race Course
Procedimientos de Accidentes / Lesiones
Lesión del Patrón

Lesión del Patrón/ No Horas de Carreras en Vivo

- Si un usuario se lesiona, se notificará inmediatamente al mostrador de comunicaciones de seguridad a la ext. 2660. Se informa la ubicación específica del incidente y las Comunicaciones de Seguridad dirigen al personal de seguridad del sitio al lugar.
- El personal de seguridad confirma con el cliente que solicita asistencia médica. Si el patrón es sin poder responder, el personal de seguridad solicita asistencia médica
- Si el cliente solicita asistencia médica o si el cliente no puede responder, el mostrador de comunicaciones de seguridad solicita la asistencia de un paramédico
- Los paramédicos que responden a la asistencia de los clientes reciben instrucciones previas para ingresar al hipódromo de Los Alamitos a través del corredor principal adyacente a la oficina de seguridad. Si el cliente lesionado es móvil, los paramédicos se reunirán con el cliente en la oficina de seguridad. Si el cliente no es móvil, el personal de seguridad acompañará a los paramédicos a la ubicación del cliente
- Los paramédicos tomarán la determinación de transportar al cliente a un hospital para recibir tratamiento

Lesión del Patrón/ Horas de Carreras en Vivo

- La tripulación de ambulancia EMT de respaldo está estacionada en la estación de primeros auxilios de Los Alamitos durante las horas de carrera en vivo
- Los usuarios con quejas médicas menores son dirigidos a la estación de primeros auxilios donde el personal de EMT puede verificar los signos vitales y asesorar sobre tratamientos adicionales, como ver a un médico personal, ir a la sala de emergencias o una clínica médica
- Los usuarios que necesitan atención adicional inmediata se mantienen en la estación de primeros auxilios mientras se solicita la asistencia de un paramédico a través del mostrador de comunicaciones de seguridad
- Los usuarios que no son móviles son asistidos por el personal de EMT en el lugar del incidente mientras la asistencia paramédica se solicita a través del mostrador de comunicaciones de seguridad

Los Alamitos Race Course

Procedimientos de Emergencia Médica

Lesión del Empleado

- Todas las lesiones de los empleados deben informarse inmediatamente al escritorio de comunicaciones de seguridad
- Si está disponible, el supervisor del departamento del empleado será notificado y responderá a empleado lesionado junto con el personal del Departamento de Seguridad
- Si el supervisor del departamento del empleado no está disponible, los miembros disponibles del personal de administración del hipódromo responderán a la ubicación
- Si la lesión parece ser una amenaza para la vida, se indica al mostrador de comunicaciones de seguridad que llame para solicitar asistencia paramédico. Se indica a los paramédicos que respondan al pasillo principal ubicado junto a la oficina de seguridad
- Si la lesión no es grave y se considera seguro hacerlo, el empleado será transportado a la Clínica Industrial Healthpoint para recibir tratamiento



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

April 27, 2021

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 April 27, 2021, by the OCFA Fire Inspector, Kenneth Wiggins and Assistant Fire Marshal, Antonio Solares. We have accepted a plan of action to correct existing violations at this time. 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,

A handwritten signature in black ink, appearing to be "KW", written over a white background.

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

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

June 22, 2021

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 September 8, 2021 through September 28, 2021, 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, Vice President



City of Arcadia

Fire Department

Michael Lang
Fire Chief

May 11, 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 June 10, 2021 through September 30, 2021.

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, Director of Facilities & Grounds, L.A.T.C.
Ed Martinez, Asst. Facility Manager, L.A.T.C.
Joshua Funk, Fire Marshal, L.A.T.C.

Los Angeles County Fair
at Los Alamitos Race Course
4961 Katella Ave Los Alamitos, CA 90720

June 22, 2021
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, California 95825

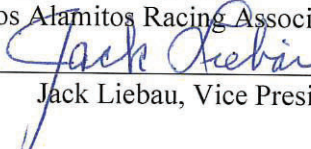
Attn: Scott Chaney
Executive Director

Re: Exemption from 45-day Provision of Rule 1927- Santa Anita

Commissioners:

During its Race Meet from September 8, 2021 through September 28, 2021, the Los Angeles County Fair with respect to Los Alamitos Race Course, hereby requests exemption from the 45-day provision of Board Rule 1927. A Fire Clearance for the Santa Anita Facility was filed with the CHRB during the current calendar year and it is the policy of the Fire Department to issue such clearance on a yearly basis.

Respectfully submitted
Los Angeles County Fair
By Los Alamitos Racing Association, Manager

By 
Jack Liebau, Vice President

North County Fire Protection District

330 S. Main Ave.
Fallbrook, CA 92028
(760) 723-2010



Friday, 31 July, 2020

Attn: Kevin Habell

5772 CAMINO DEL REY

BONSALL, CA 92003

Re: Initial - Fire & Life Safety on July 31 2020

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

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.

Inspector:

A handwritten signature in black ink, appearing to read 'David Moore, Jr.', written over a horizontal line.

FFP David Moore, Jr.

bmoore@ncfire.org

Property Representative:

A handwritten signature in black ink, appearing to read 'Kevin Habell', written over a horizontal line.

Kevin Habell

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 Entity)

FINISH LINE SELF INSURANCE GROUP, INC.
(Mutual Certificateholder)

is 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.*

CITY OF
IN DAY OF JULY 1981

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

T. JOHNSON, MANAGER

JOHN A. REA, DIRECTOR



*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, but is not limited to, the impairment of the interests of such employer; the inability of the employer to fulfill its obligations, or the provision by such employer of any benefit in violation of the provisions of the Labor Code of any of the following: (a) Dishonesty and, as a matter of course, willful and malicious disregard for compensation law; (b) Discharge of his duties in violation of the provisions of the Labor Code; (c) Discharge of his duties in violation of the provisions of the Labor Code; (d) Discharge of his duties in violation of the provisions of the Labor Code; (e) Discharge of his duties in violation of the provisions of the Labor Code; (f) Discharge of his duties in violation of the provisions of the Labor Code; (g) Discharge of his duties in violation of the provisions of the Labor Code; (h) Discharge of his duties in violation of the provisions of the Labor Code; (i) Discharge of his duties in violation of the provisions of the Labor Code; (j) Discharge of his duties in violation of the provisions of the Labor Code; (k) Discharge of his duties in violation of the provisions of the Labor Code; (l) Discharge of his duties in violation of the provisions of the Labor Code; (m) Discharge of his duties in violation of the provisions of the Labor Code; (n) Discharge of his duties in violation of the provisions of the Labor Code; (o) Discharge of his duties in violation of the provisions of the Labor Code; (p) Discharge of his duties in violation of the provisions of the Labor Code; (q) Discharge of his duties in violation of the provisions of the Labor Code; (r) Discharge of his duties in violation of the provisions of the Labor Code; (s) Discharge of his duties in violation of the provisions of the Labor Code; (t) Discharge of his duties in violation of the provisions of the Labor Code; (u) Discharge of his duties in violation of the provisions of the Labor Code; (v) Discharge of his duties in violation of the provisions of the Labor Code; (w) Discharge of his duties in violation of the provisions of the Labor Code; (x) Discharge of his duties in violation of the provisions of the Labor Code; (y) Discharge of his duties in violation of the provisions of the Labor Code; (z) Discharge of his duties in violation of the provisions of the Labor Code.



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 Oranewood Ave, Suite 6
Garden Grove (714) 903-1100



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 Orangethorne Ave, Suite 6
Garden Grove (714) 903-1100



FINILIN-03

PRZEMIELEWSKIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/2/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

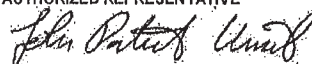
PRODUCER License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	CONTACT NAME: Sara Przemielewski	
	PHONE (A/C, No, Ext): (925) 660-3531	FAX (A/C, No):
E-MAIL ADDRESS: Sara.Przemielewski@ioausa.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Safety National Casualty Corp		15105
INSURED Los Alamitos Racing Assoc and Quarter Horse Racing, Inc. 4961 Katella Avenue Los Alamitos, CA 90720		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SP4063735	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Coverage

CERTIFICATE HOLDER California Horse Racing Board 1010 Hurley Way, Suite 300 Sacramento, CA 95825	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

Winner's Card Corp

Don Harris
924 Knob Hill Ave.
Redondo Beach, CA 90277

Today's Racing Digest

Jack Karches
2080 Las Plamas
Carlsbad CA 92009

Triangle Turf Winners

William Archer
1 Scott St.
Gardnerville, NY 89410

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: Promotional and marketing plans will be developed to adapt to policies set forth by the Health Department with regard to on-track spectators.

B. Promotional/ Marketing budget for this race meeting: Subject to whether spectators will be allowed on-track and at brick and mortar satellites.

Promotional/Marketing budget for prior race meeting: Attached

C. Number of hosts and hostesses employed for meeting: 8 if there are no restrictions on spectators

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

E. Describe any improvements to the physical facility in advance of the meeting that directly benefits:

1. Horsemen
2. Fans - Ed Burgart Sports Bar, a facility which includes table seating for 200 plus seating at the bar, 60 HD TVs, pool tables, jute box and wagering activity via mutuel clerks and self-service terminals
3. Facilities in the restricted areas

18. SCHEDULE OF CHARGES

A. Proposed charges, note any changes from previous year:

Admission (general) \$3

Admission (clubhouse) \$5

Vessels Club - \$10

Reserved seating (general) free

Reserved seating (clubhouse) free

Parking (general) free

Parking (preferred) \$6 / \$10 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:

<input checked="" type="checkbox"/>	Corners (lockers and cubicles)	How many	<input type="text" value="60"/>
<input checked="" type="checkbox"/>	Showers	<input checked="" type="checkbox"/>	Steam room, sauna or steam cabinets
<input checked="" type="checkbox"/>	Masseur	<input checked="" type="checkbox"/>	Food/beverage service
		<input checked="" type="checkbox"/>	Lounge area
		<input checked="" type="checkbox"/>	Certified platform scale

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

20. BACKSTRETCH EMPLOYEE HOUSING

- A. Inspection of backstretch housing was completed by (name) _____ on (date) _____.
Inspection of backstretch housing has been requested and will be completed prior to the beginning of the race meet.
- 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 ladies
- D. Estimated ratio of restrooms to the number of backstretch personnel: 1 – 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 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 straight-always 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 (i.e., 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 3 foot galvanized safety panel. Outside rail is a gooseneck design with a 4 x 6 steel tubing as the rail. A height of 40 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 / Dennis Moore track consultant



TOC

Thoroughbred Owners of California
*Serving the California
Thoroughbred Racehorse Owner*

2021

RACE MEET AGREEMENT

BETWEEN

**LOS ANGELES COUNTY
FAIR ASSOCIATION
AT LOS ALAMITOS**

AND

**THOROUGHBRED OWNERS
OF CALIFORNIA**

September 8
Through
September 28, 2021

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2021 RACE MEET AGREEMENT

Los Angeles County Fair Association at Los Alamitos
September 8, 2021 through September 28, 2021

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 2021 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 September 8, 2021 through September 28, 2021, herein referred to as the "2021 Meet".

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 2020 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 2020 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 2021 Meet but in no event longer than 30 days from the close of the 2021 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 2021 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 2021 Meet, include in purse money available any underpayment from the 2020 Meet, if any, any unpaid surplus due to horsemen from the SCOTWInc 6% fund generated during the 2021 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 2021 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

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 2021 Meet to TOC five months, but in no event less than three months, prior to the first day of the 2021 Meet.

VII.

DAILY MUTUEL HANDLE

Track and TOC agree that based on information available as of June 11, 2021 the current underpayment in the combined purse accounts for the two Thoroughbred meets and Fair meet, is estimated to be approximately \$1,100,000 (includes allocation by TOC of purse enrichment). It is anticipated that \$300,000 of the estimated underpayment will have been used for the Los Alamitos Summer Meet, and \$400,000 will be used for the Fair Meet, and \$400,000 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 Summer 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 2021 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 2021 average daily purse generation, or in the event the purse projections for the 2021 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 2021 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

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 2021 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 2021 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 2021 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 2021 Meet, other than as provided for herein.

Purses paid for overnight races during the 2021 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.

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 2021 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 2021 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.

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 2021 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 2021 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 2021 Meet;

15. Within thirty (30) days following the 2021 Meet, a complete written account of all Paymaster earnings during the 2021 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 2021 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 2021 Meet. The minimum official, recorded workout distances and number of works for horses to run at the 2021 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;

3. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within TRACK's enclosure during the 2021 Meet, except as expressly authorized by TRACK. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the 2021 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 2021 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 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.

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 2021 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 2021 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 2021 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 week days. 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.

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 2021 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 2021 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 2021 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.

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.

TRACK agrees that its stalls will be ready, available, and allocated, and the track will, with respect to the 2021 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 2021 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 2021 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 2021 Meet and while the track is open for training preceding and following the 2021 Meet.

XIX.

STABLING AT AND VANNING FROM AUXILIARY STABLING FACILITIES

TRACK shall, at least 60 days prior to the opening of its 2021 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 2021 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 2021 Meet, during the 2021 Meet and for five days following the 2021 Meet.

XX.

ANTI-MONOPOLY PROVISION

TRACK acknowledges TOC's interest in assuring that horsemen will, during the 2021 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.

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

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 2021 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 2021 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 2021 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.

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 2021 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.

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 2021 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 2021 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 2021 Meet.

TRACK shall provide free Clubhouse admission to owners with a current valid CHRBB 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 2021 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: Mr. Greg Avioli
CEO
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

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.

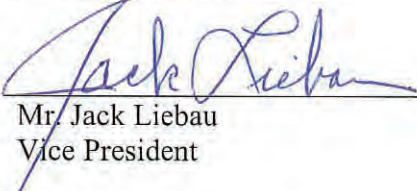
**XLIII.
RESERVATION OF RIGHTS**

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

6/3/2021
Dated: _____
Mr. Jack Liebau
Vice President



THOROUGHBRED OWNERS OF CALIFORNIA, INC.

6/3/2021
Dated: _____
Mary Forney
Executive Director



**EXHIBIT A
2021 STAKES SCHEDULE**

**LOS ALAMITOS RACE COURSE
STAKES SCHEDULE**

Closing Saturday, September 4, 2021

Saturday, September 11, 2021 \$75,000 Guaranteed

BEVERLY J. LEWIS
For Fillies Three Year Olds
Six Furlongs

Closing Saturday, September 4, 2021

Sunday, September 12, 2021 \$75,000 Guaranteed



E.B. JOHNSTON STAKES (Cal Bred)
For Three Year Olds and Upward
One Mile

Closing Friday, September 10, 2021

Saturday, September 18, 2021 \$75,000 Guaranteed

PHONE CHATTER STAKES
For Fillies Two Year Olds
Six And One Half Furlongs

Closing Saturday, September 11, 2021

Sunday, September 19, 2021 \$100,000 Guaranteed

LOS ALAMITOS SPECIAL
For Three Year Olds and Upward
One Mile And One Quarter

Closing Friday, September 17, 2021

Saturday, September 25, 2021 \$75,000 Guaranteed

CAPOTE STAKES
For Colts And Geldings Two Year Olds
Six And One Half Furlongs

EXHIBIT B

2021 OVERNIGHT SCHEDULE

LA Purses Fall 2021.xlsx

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	\$23,000.00		CLM 32000 NWY *	\$33,000.00
MDN CLM 40,000	\$28,000.00		CLM 25,000 NW2 LIFETIME *	\$25,000.00
MDN CLM 50,000	\$32,000.00		CLM 25,000 *	\$29,000.00
MDN CLM 75,000	\$36,000.00		SA 25,000 *	\$29,000.00
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 *	\$39,000.00
CLM 8,000 NW2 CLAUSE OR YEAR	\$15,000.00		SA 50000 NW2 LIFETIME *	\$33,000.00
SA 8000	\$16,000.00		CLM 62,500 *	\$42,000.00
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	\$48,000.00
CLM 12,500 NW2 CLAUSE OR YEAR	\$18,000.00		ALW 2X OPT/CLM 62,500	\$50,000.00
CLM 12,500 *	\$21,000.00		ALW 3X OPT/CLM 80,000	\$55,000.00
SA 12,500 *	\$21,000.00		OVERNIGHT STAKE	\$75,000.00
CLM 16,000 NW2 LIFETIME *	\$20,000.00		STAKE	\$100,000.00
CLM 16,000 *	\$22,000.00			
SA 16,000 *	\$22,000.00			
CL20,000 *	\$24,000.00			

**EXHIBIT C
FIRE & DISASTER INSURANCE**

Attached Hereto

EXHIBIT D
INTERSTATE SIMULCASTS

EXHIBIT E
INTERNATIONAL SIMULCASTS



RACE MEET AGREEMENT

2021

BETWEEN

LOS ANGELES COUNTY FAIR ASSOCIATION
(at Los Alamitos)

AND

CALIFORNIA THOROUGHBRED TRAINERS

September 8, 2021 – September 28, 2021

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RACE MEET AGREEMENT

LOS ANGELES COUNTY FAIR ASSOCIATION AT LOS ALAMITOS

September 8, 2021 – September 28, 2021

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 September 8, 2021, the first day of TRACK's 2021 Meet, except as otherwise provided herein, (hereinafter referred to as "2021 Meet"). The 2021 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:

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 September 8, 2021, through September 28, 2021, which meet is hereinafter referred to as the "2021 Meet."

II.

PURSE PROJECTIONS

TRACK shall provide to CTT prior to the 2021 Meet for CTT's information, TRACK's projections (and supporting documents) of estimated purses for the 2021 Meet.

III.

CTT DISTRIBUTIONS

TRACK shall pay to CALIFORNIA THOROUGHBRED TRAINERS, INC. ("CTT") for the 2021 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. 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.

IV.

CONDITION BOOK

TRACK agrees to use its best efforts to make its Condition Book for the 2021 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."

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.

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 V 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 2021 Meet.

IX.

FIRST POST TIME

All Post times for the 2021 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. The first post of TRACK's daily racing program shall begin at 1:00 pm on Thursdays through Sundays.

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 2021 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.

XIII.

ANTI-MONOPOLY PROVISION

TRACK acknowledges CTT's interest in assuring that horsemen will, during the 2021 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 2021 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 2021 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 2021 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 2021 Meet and while the main track, and inner track, are open for training preceding and following the 2021 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.

XVI.

BACKSTRETCH CAFETERIA

During the 2021 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 2021 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 2021 Meet, as well as the training period before and after the 2021 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.

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 2021 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

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.

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

6/3/2021
Dated:

F. Jack Liebau
By Los Alamitos Racing Association Manager

CALIFORNIA THOROUGHBRED TRAINERS, INC.

June 3, 2021
Dated:

Alay F. Balch
Alay F. Balch
Executive Director

LOS ALAMITOS RACETRACK

6/3/2021
Dated:

F. Jack Liebau
F. Jack Liebau
Vice President

3rd PARTY LASIX ADMINISTRATION AGREEMENT

This 3rd Party Lasix Administration Agreement (this "Agreement") is entered into as of March 31, 2021 (the "Effective Date") by and between Los Angeles 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 acknowledged, TRACK, TOC and CTT do hereby agree as follows:

1. **TERM** This Agreement shall take effect on June 24, 2021 and shall continue through December 31, 2021 (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.

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 statutes, laws and regulations which are necessary for the Thoroughbred Trainer to comply with in order to effectuate the purpose of this Agreement.

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.

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

LOS ANGELES COUNTY FAIR AT LOS ALAMITOS RACING ASSOCIATION

By: F. Jack Liebau

Name: F. JACK LIEBAU

Title: V-P

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

Greg Avioli

By:

Name: Greg Avioli

Title: President & CEO

CALIFORNIA THOROUGHBRED TRAINERS, INC.

By: [Signature]

Name: _____

Title: _____

3rd PARTY LASIX ADMINISTRATION AGREEMENT

- 1. EXHIBIT A
 LOS ANGELES COUNTY FAIR ASSOCIATION AT LOS ALAMITOS
 FUROSEMIDE PROTOCOL – ATTACHED**

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

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.

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.

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.

**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.

- F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474. On File
- 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 which 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 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. To be submitted under separate cover.
- C. Attach an agreement to provide for race-day furosemide administration pursuant to CHRB Rule 1845. Attached
- 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, which remain in effect for the entire term of the meeting except as follows (if no exceptions, so state): No exceptions
- D. 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 Rules 1870 and 1871, the CHRB shall be given 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.

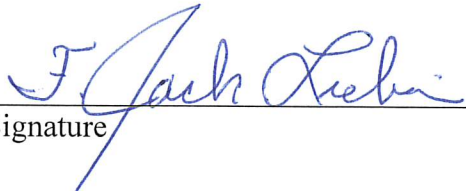
23. CERTIFICATION BY APPLICANT

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.

Los Alamitos Racing Association, Manager of Fair Race Meet

F. Jack Liebau

Print Name



Signature

Vice President

Print Title

6/11/2021

Date

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 TURF CLUB II AND
THE THOROUGHBRED OWNERS OF CALIFORNIA (TOC), REGARDING ENTRY
CONDITIONS AND SPECIFIED DRUG SUBSTANCES OR MEDICATIONS TO BE
IMPLEMENTED BY THE LOS ANGELES TURF CLUB AT SANTA ANITA

Regular Board Meeting
August 18, 2021

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 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 Thoroughbreds, 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 Los Angeles Turf Club II (LATCII) at Santa Anita has entered into an agreement with the Thoroughbred Owners of California (TOC) to prohibit a horse from entering a stakes race conducted with any race-day medication, including furosemide, prohibits a horse from racing for 14 days if it has received a joint injection, prohibits a horse from performing a timed workout within 10 days of a joint injection, and prohibits a horse from racing for 30 days if it has received an injection in a metacarpophalangeal or metacarpophalangeal joint.

RECOMMENDATION:

This item is presented for Board discussion and action.

Race Day Medication Agreement

This Race Day Medication Agreement (this “Agreement”) is entered into effective as of June 3, 2021 (the “Effective Date”) by and between the Thoroughbred Owners of California (“TOC”); Los Angeles Turf Club, Incorporated and Los Angeles Turf Club II, Inc. (jointly “LATC”); and Pacific Racing Association and Pacific Racing Association II (jointly “PRA”).

Recitals

- A. LATC operates race meets at Santa Anita Park.
- B. PRA operates race meets at Golden Gate Fields.
- C. LATC and PRA shall each be a “Racing Association.”

Agreement

With reference to the foregoing Recitals, which are incorporated herein by reference, and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TOC, LATC, and PRA (each a “Party”, and collectively, the “Parties”) hereby agree as follows:

1. Stakes Races. No horse, of any age, shall be permitted to race in a “Stakes Race” conducted by any of the Racing Associations from the Effective Date through December 31, 2021 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. Joint Injections. No horse, of any age, shall be permitted to race in a race conducted by any of the Racing Associations from the Effective Date through December 31, 2021 (“Joint Injection Term”) if it has received a joint injection within 14 days of racing. Further, corticosteroid intra-articular joint injections are limited during the Joint Injection Term as follows:

a. Within fourteen (14) days of race day if such injection is for any joint other than any of the metacarpophalangeal or metatarsophalangeal joints.

b. Within thirty (30) days of race day if such injection is performed on any metacarpophalangeal or metatarsophalangeal joint. Additionally, no horse shall be permitted to have a timed work for ten (10) days after receiving a corticosteroid intra-articular joint injection in any of the metacarpophalangeal or metatarsophalangeal joints.

3. CHRB Approval. The Parties shall file this Agreement with the CHRB and shall publicly support and advocate for the CHRB’s approval of this Agreement.

[Signatures follow]

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

Thoroughbred Owners of California



By: _____

Name: Greg Avioli

Title: President & CEO

Los Angeles Turf Club, Incorporated

Los Angeles Turf Club II, Inc.

By: Eric Sindler

By: Eric Sindler

Name: Eric Sindler

Name: Eric Sindler

Title: Assistant Secretary

Title: Assistant Secretary

Pacific Racing Association

Pacific Racing Association II

By: Eric Sindler

By: Eric Sindler

Name: Eric Sindler

Name: Eric Sindler

Title: Assistant Secretary

Title: Assistant Secretary

STAFF ANALYSIS
August 18, 2021

DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF LOS ANGELES TURF CLUB II AT SANTA ANITA, COMMENCING SEPTEMBER 29, 2021, AND CONTINUING THROUGH NOVEMBER 2, 2021

Los Angeles Turf Club II (LATC II) has filed its application to conduct a Thoroughbred horse racing meeting at Santa Anita as follows:

- September 29, 2021, through November 2, 2021, racing 16 days, six less than proposed for 2020. LATC II proposes to race a total of 123 to 177 races, or 7.69 to 11.06 races per day. Live racing will be conducted October 1, 2021, through October 31, 2021. In 2020, LATC II ran 9.69 races per day with an average of 7.10 runners per race. The average daily purse for the 2020 race meeting was \$623,484. The estimated average daily purse for this proposed meet is \$618,079.

October 2021						
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, except second week racing through Monday. Seven to nine races weekdays; eight to 12 races opening day, weekends, and holidays.
- First post 1:00 p.m. weekdays, 12:30 p.m. weekends and holidays. Post times may vary by up to 30 minutes.
- Wagering program will use CHRB and ARCI rules.

LATC II requests approval to use a modified version of ARCI rule for the Pick 6 contest. LATC II also requests approval to allow patrons to select an alternate wagering interest in any of the Pick (n) contests in the event their selected wagering interest is scratched.

Alternate Wagering Interest

LATC II requests approval to allow patrons to select an alternate wagering interest in any of the Pick (n) contests in the event their selected wagering interest is scratched. Pursuant to ARCI 004-105(G)(4), the Association must receive

authorization from the Board to allow patrons to select an alternate wagering interest.

Pick 6

LATC II requests approval to use an alternative definition of “unique” to govern the Pick 6 payout. Pursuant to ARCI 004-105(G)(2)(g), LATC II is required to identify which definition of “unique” under ARCI 004-105(G)(16)(b) it will use to govern the Pick 6. Under the ARCI Model Rules, there are two possible definitions for “unique.” LATC II is requesting approval to use an alternative definition that is not referenced in the ARCI Model Rules or in the CHRB’s rules. Under ARCI 004-105(G)(1), the Board has the authority to approve the proposed LATC II definition.

LATC II also requests approval of a change to the ARCI Model Rules during instances of late surface changes. LATC II requests that on any day in which there is a surface change after the Pick 6 pool has closed, the races are declared a “Win All,” not a “no contest.” Also, LATC II requests that on any day in which there is a surface change after the Pick 6 pool has closed, the payout distribution in ARCI 004-105(G)(2)(g) be used. If there is no unique ticket, the entire day’s net pool is to be paid to ticketholders who correctly selected the most first-place finishers in the Pick 6 contests. Under ARCI 004-105(G)(1), the Board has the authority to approve these requested changes.

- Additional wagering information:
 - Early wagering 8:30 a.m. to 10:00 a.m. each race day.
 - \$2 Win, Place, and Show parlay available on every eligible race. Wager must combine at least two but not more than six races.
 - \$1 Exacta on all eligible races.
 - \$0.50 Trifecta on all eligible races.
 - \$0.10 Superfecta wagering on all eligible races.
 - \$2 Daily Double. Requests 20% takeout.
 - \$0.50 Pick 3.
 - \$0.50 Pick 4 on races 2–5 and last four races. No consolation. 100% payout. Alternate runner provision.
 - \$0.50 Pick 5 on first five races. 100% payout to all tickets selecting five winners. No consolation. 100% carryover to next day’s Early Pick 5 if no ticket has five winners. Alternate runner provision. Requests 14% takeout.
 - \$0.50 Pick 5 on last five races. 100% payout to all tickets selecting five winners. No consolation. 100% carryover to next day’s Late Pick 5 if no ticket has five winners. Alternate runner provision.
 - \$0.20 Pick 6 on last six races daily. If no unique winning ticket, 70% will be paid to minor pool, and 30% will be added to major pool carryover.
- Payout distribution will be in accordance with ARCI 004-105(G)(2)(g):*
- Net pool and any carryover will be paid to unique winning ticket holder who selected all the first-place finishers.
 - If there is no unique winning ticket, minor share of the pool will be distributed to those who selected greatest number of first-place finishers, and major share will be added to carryover.

- If there is no correct selection of at least one first-place finisher, the day's net pool will be refunded, and any previous carryover pool will be carried over to next scheduled corresponding pool.
- \$1 Super High 5 on all races with seven or more declared starters. 100% payout on all tickets selecting five winners. No consolation. 100% carryover to next race, (including to next race day, if applicable).
- \$5 Daily Double (Golden Hour Double Play) connecting last race of day at Santa Anita Park with last race of day at Golden Gate Fields. Wager will not be offered if last race at Golden Gate Fields goes off before last race at Santa Anita Park. Requests 15% takeout.
- \$1 Pick 4 (Golden Hour Pick 4) connecting last two races of day at Santa Anita Park with last two races of day at Golden Gate Fields. Wager will not be offered if second to last race at Golden Gate Fields goes off before second to last race at Santa Anita Park. No consolidation. 100% payout. Alternative runner provision. Requests 15% takeout.
- Date designated for distribution of carryover pool: Mandatory payout on closing day, October 31, 2021. Board Rule 1976.9, Pick (n) Pool, allows for carryover. Section 1976.9(h) specifies that permission to distribute the Pick (n) carryover on a *specific date and performance* shall be obtained from the Board. The mandatory payout request must contain the intended date and performance for the distribution, and that request must be approved by the Board. The request for mandatory payout distribution on closing day, October 31, 2021, satisfies this requirement.
 - LATC II requests that the Board approve additional mandatory distributions prior to closing day throughout the meet on the condition that the Executive Director is notified at least seven days before any such mandatory distribution, and such notification includes a justification for the distribution and explanation of the benefit to be derived.
- Business and Professions Code (BPC) section 19464(b)
 No application for license to conduct a horse racing meeting shall be granted unless the applicant has deposited with the Board a surety bond in the amount of \$100,000, or a greater amount, as determined by the Board, that is sufficient to ensure payment of employee wages and benefits including, but not limited to, health, welfare, and pension plans. The surety bond shall be maintained during the period of the meeting and for an additional period, as determined by the board, sufficient to assure that all payments are made. In the event of a dispute over the amount owed, the dispute shall be resolved through the grievance procedures set forth in the labor agreement of the union representing the class of employees affected.

This subdivision does not apply to any person or association licensed to operate a horse race meeting prior to January 1, 2001, that has conducted a race meeting in each of the immediate three previous consecutive calendar years.

LATC II's initial race meeting was conducted after 2001. Therefore, it is subject to the provisions of BPC section 19464(b).

Pursuant to BPC 19464(b), LATC II is required to submit a \$100,000 surety bond payable to the Treasurer of the State of California to ensure payment of employee

wages and benefits. LATC II has a \$100,000 surety bond on file that will expire on September 28, 2021. LATC II has indicated it will forward a new surety bond when received.

- Specific changes from the 2020 license application:
 - Reserved seating (clubhouse)—Free to \$20.
 - CH Box Seat—\$10 to \$20.
- Advance deposit wagering (ADW) providers are Xpressbet, TwinSpires, TVG Network, NYRA Bets, and BetAmerica.

Pursuant to 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.
- Documents received in compliance with BPC section 19604:
 - ADW agreements that allow Xpressbet, TwinSpires, TVG Network, and BetAmerica to accept wagers from California residents on races conducted by LATC II for the entire term of its proposed race meet.
 - Thoroughbred Owners of California approval of the ADW agreements.
 - Requests Jennifer Paige be appointed horse identifier pursuant to Board Rule 1525, Racing Officials Appointed by the Board.
 - Simulcasting conducted with out-of-state racing jurisdictions, pursuant to BPC Section 19602, and with authorized locations throughout California.
 - Track safety inspection has been requested and will be completed before the race meeting begins.

- Inspection of backstretch worker housing has been requested and will be completed before the race meeting begins.
- San Luis Rey Downs (SLRD) is listed as an auxiliary stabling site. As such, a fire clearance in compliance with Board Rule 1927, Fire Prevention, is required. At the July 2021 regular Board meeting, the fire clearance for SLRD was extended through January 31, 2022.
- Los Alamitos Race Course is listed as an auxiliary stabling site. As such, a fire clearance in compliance with Board Rule 1927 is required. The fire clearance for Los Alamitos Race Course will be addressed at the August 2021 regular Board meeting as part of the race meet application for Los Angeles County Fair at Los Alamitos.
- LATC II has agreed to adopt the Board's Inclement Weather Policy, as posted on the Racing Safety page of the Board's website [letter submitted].

Specific information **still needed** to complete this application includes:

1. COVID-19 protocols.
2. Surety bond (expires 9/28/21). (1E)
3. ADW agreement (expires 9/13/21) that allows NYRA Bets to accept wagers from California residents on races conducted by LATC II for the entire term of its proposed race meet. (11B)
4. Fire clearance (inspection schedule for August 2021) for Santa Anita in compliance with Board Rule 1927. (16H)
5. Signed 2021 race meet agreement with Thoroughbred Owners of California. (23B)
6. Signed 2021 race meet agreement with California Thoroughbred Trainers. (23B)

RECOMMENDATION:

If the application is considered for approval, staff recommends that it be approved contingent upon receipt of all outstanding items prior to the start of the race meet.



July 29, 2021

Mr. Rick Pimentel
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Dear Mr. Pimentel,

As of today, the following is still outstanding, with respect to Los Angeles Turf Club II, Inc.'s ("LATC") 2021 Fall Race Meet Application:

1. Surety Bond – In accordance with past practices, an updated surety bond will be forward to the Board upon receipt.
2. TOC Agreement – LATC is working with the TOC on an agreement. LATC does not currently anticipate any issues. It is expected that the agreement with TOC will be finalized prior to the August Board meeting. LATC will inform CHRFB staff in the event any unforeseen issues are encountered.
3. NYRABets Agreement – LATC's simulcast agent is working with NYRABets, LLC to finalize a new contract. Either a new contract, or an extension of the current agreement, will be submit to the Board prior to the expiration of the current contract.
4. Fire Clearance Letter – LATC currently anticipates that a fire clearance for Santa Anita Park will be issued no more than 45 days before the start of the meet. The clearance letter will be submitted to the Board upon receipt. However, if the clear letter is issued earlier than anticipated, LATC will submit a Rule 1927 exemption request letter.
5. Covid-19 Protocols – LATC is currently evaluating its current Covid-19 protocols. LATC will be updating the protocols, as needed, given the changing conditions and in consultation with local health authorities and based on the latest state and federal guidance. LATC will submit its Covid-19 protocols to the Board after its review of current protocols and modifications, as needed are completely. However, LATC will submit its revised protocols, if any revisions are necessary given the then-current conditions, at least ten (10) days prior to the start of its meet.
6. We do not have an anticipated date on when, or even if, an agreement with the CTT will be reached.

Please let me know if you have any questions.

Sincerely,

Eric Sandler



July 9, 2021

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

Re: Inclement Weather Policy

Dear Mr. Chaney,

Please accept this letter as confirmation that Los Angeles Turf Club II, Inc. will operate its race meet in accordance with the inclement weather policy posted on the California Horse Racing Board's website.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nate Newby", written in a cursive style.

Nate Newby

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

1. APPLICANT ASSOCIATION

- A. Name, mailing address, telephone, fax numbers, and the email address for associations contact person:

Los Angeles Turf Club II, Inc.
285 W. Huntington Drive
Arcadia, CA 91007
Phone (626) 574-7223 **Fax (626) 446-9565**
eric.sindler@monarchmgmt.com

- B. Breed of horse: TB QH H

- C. Racetrack name: **Santa Anita Park**

- D. Attach a certified check payable to the Treasurer of the State of California in the amount of \$10,000 as deposit for license fees pursuant to Business and Professions Code section 19490.

- E. Was the association licensed to operate a race meeting prior to January 1, 2001?

Yes No

If no, attach a surety bond in the amount of one hundred thousand dollars.

Surety bond has been extended through September 28, 2021. The renewal certificate will be forwarded to the Board.

NOTICE TO APPLICANT: No application for a license to conduct a race meeting shall be granted unless the applicant has deposited with the Board a surety bond in the amount of one hundred thousand dollars (\$100,000), or a greater amount, as determined by the Board, which is sufficient to ensure payment of employee wages and benefits including, but not limited to, health, welfare, and pension plans. The surety bond shall be maintained during the period of the meeting and for an additional period, as determined by the Board, sufficient to assure that all payments are made. This subdivision does not apply to any person or association licensed to operate a horse race meeting prior to January 1, 2001, which has conducted a race meeting in each of the immediate three previous consecutive calendar years. The \$100,000 surety bond amount may be increased to an amount determined by the Board at the time the application is scheduled for hearing pursuant to Business and Professions Code section 19464(b).

NOTICE TO APPLICANT: Application must be filed not later than 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 the entire meeting: **September 29 through November 2, 2021**

- B. Actual dates racing will be held:

2021
October 1, 2, 3, 8, 9, 10, 11, 15, 16, 17, 22, 23, 24, 29, 30, and 31 (16 days)

CHRB CERTIFICATION

Application received: 7/1/21
Deposit received: Yes
Reviewed: RP

Hearing date: 8/18/21
Approved date:
License number:

- C. Total number of days or nights of racing: **16**
- D. Days or nights of the week races will be held:
 Wed - Sun Tues - Sat Other (specify)

**Racing scheduled Friday through Sunday weekly.
 Exceptions: Racing Monday, October 11, 2021**

- E. Number of days or nights of racing per week: **3 days per week with exception of 4 the week of the 11th (October)**

3. RACING PROGRAM

- A. Total number of races: **Estimated between 123 and 177**
- B. Number of races for each day or night:
- **7 – 9 races weekdays**
 - **8 – 12 races opening day, weekends and holidays**

- C. Total number of stakes races: **21**

- D. Attach a listing of all stakes races and indicate the date to be run and the added money or guaranteed purse for each. Note the races that are designated for California-bred horses.
Attached Pending Stakes Schedule Exhibit 3D

1. Attach a listing of all stakes races for the past two 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.
Attached Pending Stakes Schedule Exhibit 3D
2. Identify the stakes races listed under item D. that have been altered, 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).
See attached stakes schedule.
3. Identify the stakes races listed under item D.1. that have been dropped or deleted, and the reasons the stakes were dropped or deleted.
Attached Pending Stakes Schedule Exhibit 3D

- E. Will provisions be made for owners and trainers to use their own registered colors?

Yes No If no, what racing colors are to be used:

- F. List all post times for the daily racing program***:

	Weekdays	Weekends & Holidays
Race 1	1:00 PM	12:30 PM
Race 2	1:30 PM	1:00 PM
Race 3	2:00 PM	1:30 PM
Race 4	2:30 PM	2:00 PM

Date	Name	Purse 2021	2020 Purse	2019 Purse	Age	Distance
10/1/2021	American Pharoah (GI)	\$300,000	\$300,000	\$300,000	2Yo	1 1/16
10/1/2021	Chandelier (GII)	\$200,000	\$200,000	\$300,000	2 Yo Fillies	1 1/16
10/1/2021	Eddie D (GII)	\$200,000	\$200,000	\$100,000	3 & Up	6 1/2 TURF
10/1/2021	Speakeasy	\$100,000	\$100,000	\$100,000	2YO	5 F Turf
10/2/2021	John Henry (GII)	\$200,000	\$200,000	\$200,000	3&up	1 1/4 TURF
10/2/2021	Awesome Again (GI)	\$300,000	\$300,000	\$300,000	3& Up	1 1/8
10/2/2021	Rodeo Drive (GI)	\$300,000	\$300,000	\$300,000	3 & Up FM	1 1/4 TURF
10/2/2021	Santa Anita Sprint (GII)	\$200,000	\$200,000	\$300,000	3&up	6 F
10/2/2021	City of Hope (GII)	\$200,000	\$200,000	\$200,000	3&up	1 M TURF
10/3/2021	Unzip Me	\$75,000	\$75,000	\$75,000	3YO Fillies	6 1/2 TURF
10/3/2021	Zenyatta (GII)	\$200,000	\$200,000	\$200,000	3 & Up FM	1 1/16
10/3/2021	Chillingsworth (GIII)	\$100,000	\$100,000	\$100,000	3 & Up FM	6 1/2
10/3/2021	Zuma Beach	\$200,000	\$100,000	\$100,000	2 Yo	1 M TURF
10/3/2021	Surfer Girl	\$200,000	\$100,000	\$100,000	2 Yo Fillies	1 MTURF
10/9/2021	Swingtime	\$70,000	\$70,000	\$70,000	3 & Up FM	1 M TURF
10/16/2021	Cal Distaff	\$100,000	\$100,000	\$100,000	3 & Up FM (CA)]	6 1/2 TURF
10/17/2021	Cal Flag	\$100,000	\$100,000	\$100,000	3&up (CA)	6 1/2 Turf
10/23/2021	Lure	\$70,000	\$70,000	\$70,000	3 & Up	1 M Turf
10/24/2021	Anoakia	\$75,000	\$75,000	\$75,000	2 Yo Fillies	6 F
10/30/2021	Autumn Miss (GIII)	\$100,000	\$100,000	\$100,000	3YO Fillies	1 M Turf
10/31/2021	Twilight Derby (GII)	\$200,000	\$200,000	\$200,000	3 YO	1 1/8 Turf

\$3,490,000 \$3,290,000 \$3,390,000

Golden State Juv	Del Mar for Breeders Cup
Golden State Juve Fillies	Del Mar for Breeders Cup
Goldikova	Del Mar for Breeders Cup
Senator Ken maddy	Del Mar for Breeders Cup

Race 5	3:00 PM	2:30 PM
Race 6	3:30 PM	3:00 PM
Race 7	4:00 PM	3:30 PM
Race 8	4:30 PM	4:00 PM
Race 9	*5:00 PM	4:30 PM
Race 10	*5:30 PM	*5:00 PM
Race 11	*6:00 PM	*5:30 PM
Race 12	*6:30 PM	*6:00 PM

- * **When applicable.**
- ** **Post times may vary by up to 30 minutes.**

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. For thoroughbred and quarter horse meetings, the total amount distributed for California-bred stakes races from the purse account, including overnight stakes, shall not be less than 10% of the total amount distributed for all stakes races pursuant to Business and Professions Code section 19568(b).

4. RACING ASSOCIATION

- A. Association is a: Corporation (complete subsection C)
 LLC (complete subsection D)
 Other (specify, and complete subsection E)

B. Complete the applicable subsection and attached Addendum, Background Information and Ownership.
Addendum A on file

C. CORPORATION

1. Registered name of the corporation: **Los Angeles Turf Club II, Inc.**
2. State where incorporated: **California**
3. Registry or file number for the corporation: **3481872**
4. Names of all officers and directors, titles, and the number of shares of the corporation held by each:
Craig Fravel – President (Officer), 0 Shares
Mike Rogers – Vice President, Operations (Director and Officer), 0 Shares
Rebecca Neimark – CFO (Officer), 0 Shares
Greg Harnish – Secretary (Director and Officer) , 0 Shares
Scott Daruty – Senior Vice President (Officer), 0 Shares
Eric Sindler – Assistant Secretary (Officer) , 0 Shares
5. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each: **TSG Developments Investments Inc., 100 Shares**
6. Number of outstanding shares in the corporation: **100 Shares**
7. Are the shares listed for public trading? Yes No
 If yes, on what exchange and how is the stock listed:
8. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation: **Laura Proniuk, Share Register in Toronto, Canada**
Email: laura.proniuk@stronachgroup.com
9. If more than 50% 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: **TSG Developments Investments Inc.**

A. Is parent and/or paired corporation or entity a publically traded or privately held company that guarantees the obligation of the applicant? If no, proceed to section F.

If yes, answer questions 10-17. Yes No

10. Registered name of the corporation: **Not applicable**
11. State where incorporated: **Not applicable**
12. Registry or file number for the corporation: **Not applicable**
13. Names of all officers and directors, titles, and the number of shares of the corporation held by each: **Not applicable**
14. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each: **On file with the board**
15. Number of outstanding shares in the corporation: **Not applicable**
16. Are the shares listed for public trading? **Not applicable** Yes No
If yes, on what exchange and how is the stock listed:
17. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation: **Not applicable**

D. LLC

1. Registered name of the LLC: **Not applicable**
2. State where articles of organization are filed:
3. Registry or file number for the LLC:
4. Attach a list of the names of all members (including individuals (true names), corporations, other LLCs and or foreign entities), titles, and the number of shares of the LLC held by each:
5. Are the shares listed for public trading? Yes No
If yes, on what exchange and how the stock is listed:
6. If more than 50% 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:
 - A. Is parent and/or paired entity either a publically traded or privately held company that guarantees the obligation of the applicant? If no, proceed to section F. If yes, answer questions 7-12. Yes No
7. Registered name of the LLC/Corporation:
8. State where articles of organization are filed:
9. Registry or file number for the LLC:
10. Attach a list of the names (true names) of all members (members may include individuals, corporations other LLCs and foreign entities), titles, and the number of shares of the LLC held by each:
11. Are the shares listed for public trading? Yes No
12. If yes, on what exchange and how the stock is listed:

E. OTHER **Not applicable**

1. Name(s) of partners/sole proprietor:
2. If a partnership, attach partnership agreement.

F. FINANCIAL INFORMATION *

1. Attach the most recent audited annual financial statement or financial report for the applicant. The financial statement or financial report shall include all relevant financial information specific to the applicant including:

- Statement of Financial Position: also referred to as a balance sheet. Statement should report on applicant's assets, liabilities, contingent liabilities and ownership equity as of the date of the prepared statement.
- Statement of Comprehensive Income: also referred to as Profit and Loss ("P&L") Statement. Statement should include report on applicant's income, expenses, and profits.
- Profit and Loss statement for prior two years race meeting and Profit and Loss statement for projected year race meeting.
- Statement of Changes in Equity: to include the changes of the applicants' equity through the reporting period.
- Statement of Cash Flows: to include a report of the applicant's cash flow activity, particularly its operating investing and financing activities during the reporting period.
- 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.

On file with the Board.

***NOTICE TO APPLICANT:** The financial information provided pursuant to subsection (F) above is exempt from disclosure pursuant to Government Code section 6254(k) and non-disclosable to the public.

G. MANAGEMENT AND STAFF

1. Name and title of the managing officer and/or general manager of the association and the name and title of all department managers and staff, other than those listed in 13B, who will be listed in the official program:

Craig Fravel – President and Chief Executive Officer, Racing Operations
Aidan Butler – Chief Operation Officer, Racing Operations
Nate Newby – Senior Vice President & General Manager
Scott Daruty – Senior Vice-President
Rebecca Neimark – Chief Financial Officer
Eric Sindler – Assistant Secretary and General Counsel, California Racing Operations

Jason Spetnagel – Vice President of Operations
Amy Zimmerman – Senior Vice President & Executive Producer

Mitzuh Carrillo – Health & Safety Manager
Dan Cirimele – Senior Director of Marketing
Denise De Anda Cordova – Director of Labor Relations
Eric Gaffney – Executive Director of Sales & Hospitality
Randy Hartzell – Director of Pari-Mutuels
Jesse Martinez – Track Supervisor
Chris Merz – Director of Racing & Racing Secretary
Dennis Moore – Track Surface Consultant
Lou Scalera – Chief of Security
Jeannine Scott – Director of Human Resources
Pete Siberell – Director of Community Service and Special Projects
Pamela Walden – Director of Groups
Mike Willman – Director of Publicity
Rebecca Young – Director of Catering
Jay Cohen – Hornblower
Frank Mirahmadi – Public Address Commentator/Announcer

2. Name and title of the person(s) authorized to receive notices on behalf of the association and the mailing and email address of such person(s).

Eric Sindler – General Counsel, California Racing Operations
Los Angeles Turf Club II, Inc.
285 W. Huntington Drive
Arcadia, CA 91007 Phone (626) 574-7223 Fax **(626) 446-9565**
Email: eric.sindler@monarchmgmt.com

5. TAKE OUT PERCENTAGE

1. If this is a thoroughbred race meeting, 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** Proposed percentage: **14%**
DD Proposed Percentage: **20%**
Special DD Proposed Percentage: **15%**
Special P4 Proposed Percentage: **15%**

- A. 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 thoroughbred association and the horsemen’s organization for the meeting of the thoroughbred association accepting the wager.

Attached

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 10 percent nor more than 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

1. Complete the table below providing the last five years of handle and attendance for your racing association. If your association has been operating for fewer than five years, provide information for the period of time it has been in operation. If the racing association has changed ownership include the handle information for the previous racing association.

Year	Handle	Attendance	
2020	\$194,746,408	0	COVID-19 On Track Closed
2019	\$189,568,324	110,039	
2018	\$232,942,990	157,789	
2017	\$182,467,846	140,342	
2016	\$194,597,987	151,090	

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

- A. Purse distribution:

1. All races other than stakes:
 Current meet estimate: **\$5,688,729**
 Prior meet actual: **\$5,682,260**



June 5, 2021

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

Dear Mr. Chaney:

Pursuant to California Business and Professions Code Section 19601.1, Los Angeles Turf Club II, Inc. ("LATCII"), after consultation with the Thoroughbred Owners of California ("TOC"), is hereby requesting takeout, as set forth below, to be offered during LATCII's 2021 Autumn Meet, September 29, 2021 through November 2, 2021.

- 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%.
- Golden Hour Double Play: \$5 Daily Double connecting the last race of the day at Santa Anita Park with the last race of the day at Golden Gate Fields subject to a takeout rate of 15%. Wager will not be offered if the last race at Golden Gate Fields goes off before the last race at Santa Anita Park.
- Golden Hour Pick 4: \$1 Pick 4 connecting the last 2 races of the day at Santa Anita Park with the last 2 races of the day at Golden Gate Fields subject to a takeout rate of 15%. Wager will not be offered if the second to last race at Golden Gate Fields goes off before the second to last race at Santa Anita Park. No consolation; 100% payout; Alternate runner provision.

Very truly yours,

Nate Newby
Senior Vice President & General Manager

285 West Huntington Drive, Arcadia, CA 91007



June 6, 2021

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

RE: Santa Anita (LATC II) 2021 Fall Race Meet – Players Pick 5

Dear Scott,

Los Angeles Turf Club (LATC II) 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 during their fall race meet, September 29, 2021 through November 2, 2021. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Santa Anita’s previous meet.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink that reads "Greg Avioli". The signature is written in a cursive, flowing style.

Greg Avioli
President & CEO

cc: Eric Sindler



June 6, 2021

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

RE: Santa Anita (LATC II) 2021 Fall Race Meet – Rolling Doubles Wager

Dear Scott,

Los Angeles Turf Club (LATC II) has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of “Rolling Doubles” wagers, subject to a 20% takeout, on each racing day of its fall race meet, September 29, 2021 through November 2, 2021. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Santa Anita’s previous meet.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink that reads 'Greg Avioli'. The signature is written in a cursive, flowing style.

Greg Avioli
President & CEO

cc: Eric Sindler



June 6, 2021

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

RE: Santa Anita (LATC II) 2021 Fall Race Meet – Golden Hour Double Play Wager

Dear Scott,

Los Angeles Turf Club (LATC II) has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of a new late daily double tying the last race at Santa Anita Park and the last race at Golden Gate Fields (“the Golden Hour Double Play”), subject to a 15% takeout, on each racing day of its fall race meet beginning September 29, 2021 and continuing through November 2, 2021. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Santa Anita’s previous meet.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink that reads "Greg Avioli". The signature is written in a cursive, flowing style.

Greg Avioli
President & CEO

cc: Eric Sindler



June 6, 2021

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

RE: Santa Anita (LATC II) 2021 Fall Race Meet – Golden Hour Pick 4 Wager

Dear Scott,

Los Angeles Turf Club (LATC II) has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of a new wager tying the last two races at Santa Anita Park and the last two races at Golden Gate Fields (“the Golden Hour Pick 4”), subject to a 15% takeout, on each racing day of its fall race meet beginning September 29, 2021 and continuing through November 2, 2021. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Santa Anita’s previous meet.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink that reads "Greg Avioli". The signature is written in a cursive, flowing style.

Greg Avioli
President & CEO

cc: Eric Sindler

Average Daily Purse (7 A1 ÷ number of days): (Excludes Breeders' Cup)

Current meet estimate: **\$355,546**
 Prior meet actual: **\$355,141**

2. Overnight stakes:

Current meet estimate: **\$290,000**
 Prior meet actual: **\$290,000**

Average Daily Purse (7 A2 ÷ number of days): (Excludes Breeders' Cup)

Current meet estimate: **\$18,125**
 Prior meet actual: **\$18,125**

3. Non-overnight stakes:

Current meet estimate: **\$3,200,000**
 Prior meet actual: **\$3,034,000**

Average Daily Purse (7 A3 ÷ number of days): (Excludes Breeders' Cup)

Current meet estimate: **\$200,000**
 Prior meet actual: **\$189,625**

4. Total Purses: (7A1+7A2+ 7A3)

Current meet estimate: **\$9,178,729**
 Prior meet actual: **\$9,006,260**

B. California-bred Stakes Races:

1. Percentage of the purse distribution for all stakes races that will be distributed for California-bred stakes races:

Current meet estimate: **14.7%**
 Prior meet actual: **6.3%**

Average Daily Purse (7 B1 ÷ number of days):

Current meet estimate: **.92%**
 Prior meet actual: **.39%**

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

Current meet estimate: **\$542,301**
 Prior meet actual: **\$794,852**

D. Payment to each recognized horsemen's organization contracting with the association and the name(s) of the organization(s):

Recognized Horsemen's Organization

Current meet estimate:

Prior meet actual:

NTRA	\$ 8,254	\$ 8,996
TOC	63,989	66,256
CTT Pension	63,989	66,256
CTT Admin.	<u>31,994</u>	<u>33,128</u>
Total	\$ 168,226	Total \$ 174,636

E. Amount from all sources to be distributed in the form of purses or other benefits to horsemen (7 A+7 C+7 D):

Current meet estimate: **\$9,889,256**
 Prior meet actual: **\$9,975,748**

Average Daily Purse (7 E ÷ number of days):

Current meet estimate: **\$618,079**
 Prior meet actual: **\$623,484**

F. 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: **\$2,235,324**
 Prior meet actual: **\$ 977,245**

Average Daily Purse (7 F ÷ number of days):

Current meet estimate: **\$139,708**
 Prior meet actual: **\$ 61,078**

G. Purse funds to be generated from interstate handle:

Current meet estimate: **\$4,163,540**
 Prior meet actual: **\$5,887,867**

Average Daily Purse (7 G ÷ number of days): (Excludes Breeders' Cup)

Current meet estimate: **\$260,221**
 Prior meet actual: **\$367,992**

H. Bank and account number for the Paymaster of Purses' purse account: **On file**

I. Name, address, email and telephone number of the pari-mutuel audit firm engaged for the meeting:

Bowen, McBeth Co., 10722 Arrow Route, Suite 110, Rancho Cucamonga, CA 91730
Phone: (909) 944-6465 **Email: craigbmiller@verizon.net**

NOTICE TO APPLICANT: All funds generated and retained from on-track pari-mutuel handle which 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 association; **shall not** be transferred to a parent corporation outside the State of California; and **shall**, within 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 which are obligated by law for distribution in the form of purses and breeders' awards, shall also be deposited within 3 calendar days following receipt, into such liability account. In the event the association 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 association 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 association is entitled 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 association 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 which results in a balance remaining in the Paymaster of Purses' account at the conclusion of the meeting after distribution of amounts due to horsemen and breeders and horsemen's organizations, the association 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: **1,950**
- B. Minimum number of stalls believed necessary for the meeting: **1,853**
- C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: **1,345**
- D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site:
- **Los Alamitos – 850**
 - **SLR Training Center – 495**
- E. Attach each contract or agreement between the association and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site.
On file with the board.

Complete subsections F. through H. if the association 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): **1,950**
- G. Estimated cost to provide off-site stalls for this meeting. Show cost per day per stall:
- Estimated \$15.53 per day, per stall**
- H. Estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse:
- **Los Alamitos \$180 RT**
 - **SLR Training Center \$360 RT**

9. EQUINE EMERGENCY SERVICES

- A. Name and emergency telephone number of the racing veterinarian onsite during training hours, workouts and during racing for the association and auxiliary sites:

There is a rotation of private veterinarian's onsite during training hours and during racing hours.

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

Veterinarians employed by Santa Anita Park are at the racetrack and available for on-track emergencies at all times that the racetrack is open for racing or training. Additionally, private veterinarians are on the backside during racing and training. That coverage is managed as a part of their normal private practice. A Santa Anita Park veterinarian will be on site during training hours until the track closes.

Veterinarian's Available for Emergency Services at Santa Anita 2021 Autumn Meet

Veterinarian	Phone	Practice
Anderson, Elizabeth	626-808-2508	Sheilds
Araujo, John	626-893-7612	Self
Arthur, Rick	626-665-8130	UCD-SVM/CHRB
Baker, Vince	714-269-1301	Baker
Birch, Sarah	614-783-1237	Simpson/Dowd
Blea, Jeff	626-862-6149	Blea/Von Bluecher
Blue, Melinda	626-233-9922	Blue
Bradley, Sam	310-339-7666	Baker
Buerchler, Sabina	626-536-8080	
Byrd, Wade	310-245-7000	Baker
Canfield, Cathy	626-372-4571	Baker
Carpenter, Ryan	805-320-4811	Baker
Dowd, Joe	818-400-7498	Simpson/Dowd
Finley, Jenn	626-422-6412	Blea/Von Bluecher
Grande, Tim	626-476-8743	LATC/CHRB
Hunkin, Dawn (Bloomer)	626-862-6150	Blea/Von Bluecher
Simpson, Ted	818-970-1536	
Stead, Dana	970-310-4449	LATC
Steppe, Mike	951-318-7335	
Valko, Karen	951-317-7935	
Von Bluecher, Helmuth	626-862-6147	

The schedule of which SAP vet is on track changes monthly. Their contact information is as follows:

Dr. Laurie Bohannon – 916-202-7052
Dr. Jay Deluhery – 707-339-6347

10. PARI-MUTUEL WAGERING PROGRAM

- A. Pursuant to Business and Professions Code section 19599, and with the approval of the CHRB, associations may elect to offer wagering programs using CHRB Pari-mutuel Rules, the Association of Racing Commissioners International (RCI) 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:

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
Example Race:	\$1 E; \$1 Double	CHRB #1959; RCI #VE

See attached wagering menu which includes bet minimum, rules, and additional wagering information.

- B. 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.
- C. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool:

Mandatory payout on closing day, October 31, 2021. Additionally, we request that the board approve additional mandatory distributions prior to closing day throughout the meet on the condition that the Executive Director is notified at least seven (7) days before any such mandatory distribution and such notification includes a justification for the distribution and an explanation of the benefit to be derived.

- D. List any options requested with regard to exotic wagering: **See attached**

- E. 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 race day from 8:30am to 10:00am

- F. Type(s) of pari-mutuel or totalizator equipment to be used by the association and the simulcast organization, name of the person(s) supplying equipment, and expiration date of the service contract:

Keith Johnson
AmTote International Inc.
11200 Pepper Road
Hunt Valley, MD

Expires August 21, 2020 with option to extend to 2025
Phone: (800) 345-1566

Santa Anita Park Wagering Menu and Information

	W/P/S	Parlay	Exacta	Trifecta	Superfecta	DD	Pick 3	E PNP 4	L PNP 4	Mid PNP 4	E PNP 5	L PNP 5	PNP 6	Pentafecta	Special Late DD	Special Late P4
	1	X	X	X	X	X	X				X			X		
	2	X	X	X	X	X	X	X					*	X		
	3	X	X	X	X	X	X					*	X			
	4	X	X	X	X	X	X		*			*	X			
	5	X	X	X	X	X	X		*	*		*	X			*
	6	X	X	X	X	X	*		*	*		*	X			*
	7	X	*	X	X	*	*		*	*		*	X			*
	8	X	*	X	X	*	*		*	*		*	X			*
	9	X	*	X	X	*	*		*	*		*	X			*
	10	X	*	X	X	*	*		*	*		*	X			*
	11	X	*	X	X	*	*		*	*		*	X			*
	12	X	*	X	X	*	*		*	*		*	X			*
	13	X	*	X	X	*	*		*	*		*	X			*
	14	X		X	X								X		*	*

*When applicable

Wager	Rule	Takeout	Minimum Wager Amount and other Information													
Parlay	CHRB 1954.1	15.43%	\$2 Win, Place, and Show parlay is available on every eligible race. The wager must combine at least two but not more than six races.													
Exacta	CHRB 1959	22.68%	\$1 Exacta on all eligible races.													
Trifecta	CHRB 1979	23.68%	\$.50 Trifecta on all eligible races.													
Superfecta	CHRB 1979.1	23.68%	\$.10 Superfecta on all eligible races.													
Daily Double (DD)	CHRB 1957	20.00%	\$2 Daily Double.													
Pick 3	CHRB 1977	23.68%	\$.50 Pick 3.													
E PNP4 (Early Pick 4)	CHRB 1976.9	23.68%	\$.50 Pick 4 on races 2-5; No consolation; 100% payout; Alternate runner provision.													
LPNP4 (Late Pick 4)	CHRB 1976.9	23.68%	\$.50 Pick 4 on last four races; No consolation; 100% payout; Alternate runner provision.													
Mid PNP4 (Mid Pick 4)	CHRB 1976.9	23.68%	\$.50 Pick 4 on: race 5 if 11 race card, race 6 if 12 race card, race 6 if 13 race card, race 7 if 14 race card; No consolation; 100% payout; Alternate runner provision.													
Early PNP5 (Early Pick 5)	CHRB 1976.9	14.00%	\$.50 Pick 5 on first five races; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next day's Early Pick 5 if no ticket has five winners; Alternate runner provision.													
Late PNP5 (Late Pick 5)	CHRB 1976.9	23.68%	\$.50 Pick 5 on last five races; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next day's Late Pick 5 if no ticket has five winners; Alternate runner provision.													
PNP6 (Pick 6)	ARCI 004-105(G)(2)(E) ¹ , ARCI 004-105(G)(16)(b)(i) ²	23.68%	\$.20 Pick 6 on the last six races each day. If no unique ticket, 70% will be paid to the minor pool and the 30% will be added to the major pool carryover.													
Pentafecta (Super High 5)	ARCI 004-105(X)(4)	23.68%	\$1 Super High 5 on all races that have 7 or more declared starters; 100% payout on all tickets selecting five winners; No consolation; 100% carryover to next race (including to the next race day, if applicable).													
Golden Hour Double Play (Special Late DD)	CHRB 1957	15.00%	\$5 Daily Double connecting the last race of the day at Santa Anita Park with the last race at Golden Gate Fields. Wager will not be offered if the last race at Golden Gate Fields goes off before the last race at Santa Anita Park.													
Golden Hour Pick 4 (Special Late P4)	CHRB 1976.9	15.00%	\$1 Pick 4 connecting the last 2 races of the day at Santa Anita Park with the last 2 races of the day at Golden Gate Fields. Wager will not be offered if the second to last race at Golden Gate Fields goes off before the second to last race at Santa Anita Park. No consolation; 100% payout; Alternate runner provision.													

¹We request that Commission allow patrons to select an alternate wagering interest in any of the Pick (n) contests in the event their selected wagering interest is scratched.

²Only if the request made in the letter dated June 30, 2021 is denied.



June 30, 2021

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

Re: Rainbow Pick 6, Late Surface Change, and Mandatory Payout Day

Scott,

This letter is in regards to Los Angeles Turf Club II, Inc.'s ("LATC") "Application for License to Conduct a Horse Racing Meeting" for the time period of September 29, 2021 through November 2, 2021 (the "Race Meet Application").

As specified in the Race Meet Application, LATC wishes to use ARCI 004-105(G)(2)(g) to govern the payout of our Pick 6.

Definition of Unique

Additionally, pursuant to ARCI 004-105(G)(2)(g), LATC is required to identify which definition under ARCI 004-105(G)(16)(b) LATC will use to identify a unique ticket. LATC requests that a combination of the two definitions to define unique be used. Specifically, LATC wishes "unique" to be defined as:

"1) The total amount wagered on one and only one winning combination selecting the first-place finisher in each of the Pick (n) contests, based up on the official order of finish, is equal to the minimum allowable wager, 2) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of a wagering interest being scratched and replaced with the post time favorite; 3) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of a dead heat; 4) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of there is a surface change after the Pick 6 pool has closed and as a result the race is a "Win All"; or 5) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of some combination of (2), (3), and (4) above.

If our proposed definition of unique is not approved, we will use ARCI 004-105(G)(16)(b)(i) to define “unique.”

Each day that there is no unique ticket, 70% will be paid out as the minor share to ticketholders which correctly selected the most first place finishers in the Pick(n) contests and 30% will be carried over to the major share (i.e. unique share).

Late Surface Change

Pursuant to ARCI 004-105(G)(6)-(7), on any day in which there is a surface change after the Pick 6 pool closes, “the net pool shall be distributed as a single price pool to those whose selection finished first in the greatest number of Pick (n) contests for that performance. Such distribution shall include the portion ordinarily retained for the Pick (n) carryover but not the carryover from previous performances.”

LATC requests that on any day in which there is a surface change after the Pick 6 pool has closed, with respect to the race(s) with a changed surface, the changed leg(s), i.e. the race(s) that had the surface change, are declared a “Win All,” not a “no contest.”

LATC also requests that on any day in which there is a surface change after the Pick 6 pool has closed, the following payout distribution method be used: the payout distribution method as provided for in ARCI 004-105(G)(2)(g) if there is a unique ticket and if there is not a unique ticket, the entire day’s net pool be paid to ticketholders which correctly selected the most first place finishers in the Pick(n) contests. In other words, LATC is requesting that on any day in which there is a surface change after the Pick 6 pool has closed, the payout will be treated the same way it is on all other days during the license period if there is a unique winning ticket. If there is no unique winning ticket, the day’s major share (unique share) will be added to day’s minor share. On days in which there is a surface change after the Pick 6 pool has closed, the unique jackpot carryover can be paid out, however, it cannot grow.

If there is a surface change after the Pick 6 pool closes on a mandatory payout date, the day’s net pool and any carryover will be divided among the ticket holders that correctly selected the greatest number of first-place finishers.

LATC requests these modifications be approved as part of its license application.

Sincerely,



Eric Sindler

cc: Rob Brodник
Nate Newby

G. List below the takeout percentage for each type of wager identified in 10.A.:

TAKEOUT PERCENTAGE
(Example) PNP5-14%

See attached wagering menu

11. ADVANCE DEPOSIT WAGERING (ADW)

A. Identify the ADW provider(s) to be used by the association for this race meeting:

- Xpressbet**
- Twinspires**
- TVG**
- NYRABets**
- Bet America**

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

C. Have the contract/agreements been approved by the respective horsemen’s groups?

Yes No

If yes, attach a copy of the approval. **On file with the Board**
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 wagers 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 association to conduct simulcast wagering:
Southern California Off-Track Wagering, Inc.

B. Attach the agreement between the association and simulcast organization permitting the organization 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.
The SCOTWINC agreement is on file with the Board.

C. California simulcast facilities the association proposes to offer its live audiovisual signal:
Exhibit 12C/F

D. Out-of-state wagering systems the association proposes to offer its live audiovisual signal:
Exhibit 12D/E

E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association:
Exhibit 12D/E



June 6, 2021

Mr. Eric Sindler
Santa Anita Racetrack
285 W. Huntington Dr.
Arcadia, CA 91007

RE: Santa Anita (LATC II) 2021 Fall Race Meet ADW Approvals

Dear Eric,

Pursuant to the Interstate Horseracing Act and applicable California law, the Thoroughbred Owners of California (TOC) agrees to the use of Los Angeles Turf Club (LATC II) race signals under the terms and conditions set forth below.

Pursuant to Section 29, Intrastate Advance Deposit Wagering ("ADW") of the Race Meet Agreement between TOC and LATC II, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, LATC II shall be permitted to transmit race signal to California-licensed ADW providers TVG, XpressBet, TwinSpires, NYRA, BetAmerica, and Watch and Wager to accept wagers on LATC II and other Thoroughbred races during the 2021 fall race meeting, September 29, 2020 through November 2, 2021, as follows:

1. California wagering on LATC II races:

- a. TVG, XpressBet, TwinSpires, and NYRA may deduct a Hub Fee of % 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 % 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 may deduct a Hub Fee of % 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, and Watch and Wager may deduct a Hub Fee of % 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).

2. California wagering on out-of-state Thoroughbred races:

- a. TVG, XpressBet, TwinSpires, and NYRA may deduct a Hub Fee of % of gross handle for ADW wagers accepted by California residents at all locations other than within the

285 W. HUNTINGTON DR., ARCADIA, CA 91007 (626) 574-6620

C A RMAN GARY FENTON
PRES DENT & CEO GREG AV O
EXEC T VE D RECTOR MARY FORNEY
ADM N STRAT VE ASS STANT E SA PERON

enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.

- b. BetAmerica may deduct a Hub Fee of % 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 may deduct a Hub Fee of % 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, and Watch and Wager may deduct a Hub Fee of % 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 LATC I races:

- a. TVG, XpressBet, TwinSpires and NYRA shall pay a Host Fee of no less than % of gross out-of-state handle wagered by out-of-state account holders, plus a % California Purse Fee per SB 1072.
- b. BetAmerica and Watch and Wager shall pay a Host Fee of no less than % of takeout (which includes a % 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, and Watch and Wager.

Very truly yours,



Greg Aviola, President & CEO

cc: Tom Varela

SOUTHERN CALIFORNIA

Cabazon Fantasy Springs Casino
84-245 Indio Springs Dr.
Indio, CA 92201

Surfside Race Place at Del Mar
2260 Jimmy Durante Blvd.
Del Mar, CA 92014

Hollywood Park
3883 W. Century
Inglewood, CA 90303

Sports Pavilion at The Farmer's Fair
18700 Lake Perris Dr.
Perris, CA 92571

Watch & Wager, Antelope Valley Fairgrounds
2551 West Ave. H
Lancaster, CA 93536

Santa Anita Park
285 W. Huntington Dr.
Arcadia, CA 91007

Sports Center at National Orange Show
930 S. Arrowhead Ave.
San Bernardino, CA 92408

Fairplex Park (Finish Line Grill)
2201 W. White Ave.
Pomona, CA 91768

The Derby Club, Seaside Park (Ventura Fair)
10 West Harbor Blvd.
Ventura, CA 93001

Sports Pavilion San Bernardino Co. Fair
14800 7th St.
Victorville, CA 92392

Viejas Casino & Turf Club
5000 Willows Rd.
Alpine, CA 91901

Commerce Casino (mini-satellite)
6131 E. Telegraph Rd.
Commerce, CA 90040

OC Tavern Grill & Sports Bar (mini-satellite)
2369 S. El Camino Real
San Clemente, CA 92672

Sammy's (mini-satellite)
23221 Lake Center Drive
Lake Forest, CA 92630

Santa Clarita Lanes (mini-satellite)
21615 Soledad Canyon Road
Saugus, CA 91350

Tilted Kilt (mini-satellite)
1345 Thousand Oaks Blvd.
Thousand Oaks, CA 91362

Firehouse (mini-satellite)
7701 White Ave.
Bakersfield, CA 93313

Lake Elsinore Hotel & Casino (mini-satellite)
20930 Malaga Road
Lake Elsinore, CA 92530

Pechanga Casino (mini-satellite)
4500 Pechanga Pkwy.
Temecula, CA 92592

The Derby Room at Glen Arden Club (mini-satellite)
357 Arden Ave.
Glendale, CA 91203

NORTHERN CALIFORNIA

Big Fresno Fair
1121 Chance Ave.
Fresno, CA 93702

Monterey County Fair
2004 Fairgrounds Rd.
Monterey, CA 93940

Solano County Fair
900 Fairgrounds Dr.
Vallejo, CA 94589

Golden Gate Fields
1101 Eastshore Highway
Berkeley, CA 94710

Fresno Club One
1033 Van Ness Ave.
Fresno, CA 93721

Alameda County Fair
4501 Pleasanton Ave.
Pleasanton, CA 94566

California State Fair & Exposition
1600 Exposition Blvd.
Sacramento, CA 95815

The Jockey Club at San Mateo
2495 S. Delaware St.
San Mateo, CA 94403

Santa Clara County Fair
344 Tully Rd.
San Jose, CA 95111

Sonoma County Fair
1350 Bennett Valley Rd.
Santa Rosa, CA 95402

San Joaquin County Fair
1658 South Airport Way
Stockton, CA 95206

**Santa Anita
Commingled Locations**

Exhibit 12D/E

AmWest Entertainment	Ellis Park	Maronas (Uruguay)	Scarborough Downs
Amwest Accounts	Emerald Downs	Maryland Jockey Club	Scarlet Pearl Casino (MS)
Caribbean locations	Evangeline Downs	Meadowlands (NJ)	Scioto Downs
Couer D'Alene Casino (ID)	Fair Grounds	Meadows The	Seabrook Greyhound
Triple Crown (SD)	Fair Grounds ADW	Meadows The (ADW) - PA regional	Seabrook Greyhound ADW
Arapahoe-Mile High	Fair Meadows	Miami Valley Gaming & Racing	Southland Greyhound
Arima Race Club	Favorites at Gloucester (NJ)	Mobile Greyhound	State Fair (Lincoln, NE)
Arlington I	Finger Lakes	Monmouth Park (NJ)	Suaposta (Brazil) ADW
Bangor Raceway	Finger Lakes ADW	Montana OTB	Suffolk District OTB
Batavia	Fonner Park	Monticello	Suffolk Downs
Beltterra Park	Freehold (NJ)	Mountaineer Park	Sunland Park
BetAmerica	Gillespie County Fair	Nassau Regional OTB	SunRay Park & Casino
Beau Rivage Casino (MS)	Global Wagering Group	Nevada Pari-Mutuel Assoc.	Tampa Bay Downs
Birmingham Greyhound	Global Wagering Solutions	Newport Jai Alai	Taunton ADW
Borgata Casino (NJ)	Betsson, OneXTwo, German Tote	New Jersey ADW (4NJBets)	Taunton Dog Track Inc.
Buffalo Raceway	Racebets, Sportech Netherlands,	New Palace Casino (MS)	The Downs at Albuquerque
Canterbury Park	Magna Bet, Pferdewetten, Dantoto	Northfield Park	Thistledown
Capital District OTB	Bet365, Ladbrokes Coral	Cedar Downs OTB	Tioga Downs
Catskills OTB	Gold Strike Casino (MS)	Northville Downs	Tri-State GH (Mardi Gras)
Charles Town Race Course	Grants Pass (& Oregon OTB's)	NYRA	Turf del Norte (Mexico)
Churchill Downs	Greenetrack	NYRA ADW	Turf del Norte - Tribeca (D. R.)
Colonial Downs	Greyhound at Post Falls	Oaklawn Park	Turf Paradise
Columbus Raceway	Gulfstream Park	Oaklawn Park ADW	Turfway Park
Connecticut OTB	Harrah's Philadelphia (Chester)	Ocean Downs	TVG
Bradley Teletheater, Bristol	Harrington Raceway	Panama	TVG High Volume
New Britain, Norwalk, Milford	HarringtonBets ADW (DE regional)	PariBet ADW	Twin River Greyhound
East Haven, Hartford, Putnam	Hawthorne Race Course	PariBet OTB (North Dakota)	TwinSpires
Shoreline Star, Sports Haven	Hawthorne ADW	PARX	TwinSpires High Volume
Torrington, Waterbury	Hoosier Park	PARX ADW	Velocity Wagering Ltd.
Manchester, New London	Horseman's Park	Penn National	Venezuela OTB
Willimantic, Sanford OTB	Hill)	Penn National ADW	Vernon Downs
John Martin's Manor Restaurant	Idabet	Peru	WatchandWager ADW
Connecticut OTB ADW	Indiana Downs	Phumelela	Western OTB
Coushatta Casino	Clarksville/Evansville OTB	Plainridge Race Course	Wheeling Downs
Paragon Casino	Intermountain Racing	Plainridge ADW	Will Rogers Downs
Ho-Chunk Casino	Jockey Club Brasilia	Player Management Group	Wyoming OTB
Mohegan Sun Casino	Keeneland	Pocono Downs ADW	Wyoming Downs
Oneida Bingo and Casino	Keeneland Select ADW	Pocono Downs/OTB	XpressBet
Pony Bar Simulcast Center	Kentucky Downs	Potawatomi Casino/ OTB	Yonkers Raceway
Tote Investment Racing	Kentucky OTB	Prairie Meadows	Yonkers ADW (EmpireCityBets)
Randall James Racetrack	Lewiston OTB's	Premier Gateway International	Youbet Group 1
Millenium Racing	Lien Games	Premier Turf Club	Zia Park
Royal Beach Casino	Chips Lounge/Rumors OTB	Presque Isle	123Gaming
Divi Carina Bay Casino	Howard Johnsons OTB	Remington Park	
Winner's Circle	Skydancer Casino OTB	Remington OTB Network	Separate Pool Locations
Corpus Christi Greyhound	X the Spot (Virgin Islands)	Retama Park	Camarero (Puerto Rico)
Dayton Raceway	Offtrackbetting ADW	Racing & Gaming Services	Caymanas (Jamaica)
Delaware Park	Lone Star	Ruidoso Downs	Chile
Delta Downs	Louisiana Downs	Running Aces Harness Park	Codere (Mexico)
Dover Downs	LVDC	Sam Houston	MIR Books (Caliente)
Dubuque (Iowa Greyhound)	Atlantis Paradise Casino	Valley Greyhound Park	NDS Books (Nevada)
Wild Rose OTB's	Buffalo Thunder Resort	Saratoga Harness Raceway	Suaposta (Brazil) ADW
Egg Harbor ITW (NJ)	Foxwoods Resort Casino	Saratoga Bets (ADW)	Tabcorp (Australia)
Elite Turf Club	Mahoning Valley		XB (GWS)

Canadian Locations

Assiniboia, Century Downs, Century Mile, Charlottetown, Clinton Teletheatre, Dresden, Elmira Raceway, Evergreen Park, Flamboro Downs, Fraser Downs, Fort Erie, Fredericton Raceway, Georgian Downs, Grand River, Hanover Raceway, Hastings Park, Hiawatha, Hipodrome de Quebec, Kawartha Downs, Marquis Downs, Mohawk, Northside Downs, Picov Downs, Rideau Carlton, Rocky Mountain Turf Club, Sudbury Downs, Summerside, TBC Teletheatres, Track On 2, Truro Raceway, Western Fair, Woodbine, Xpressbet Southern Alberta

- F. California mini-simulcast facilities the association proposes to offer its live audiovisual signal:
Exhibit 12C/F
- G. For **THOROUGHBRED** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country thoroughbred 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”:

- | | |
|---|---|
| <ul style="list-style-type: none"> Arlington Assiniboia Australia Racing Belterra Canterbury Century Downs Century Mile Churchill Downs Delaware Park Delta Downs Ellis Park Emerald Downs Evangeline Downs Fair Grounds Fort Erie Gulfstream Park Hastings Park Hawthorne Indiana Grand Keeneland Kentucky Downs Laurel Park Lone Star | <ul style="list-style-type: none"> Louisiana Downs Mahoning Valley Monmouth Park Mountaineer Park NYRA - Aqueduct, Belmont, Saratoga Oaklawn Park Parx (Philly Park) Penn National Pimlico Prairie Meadows Presque Isle Retama Park South America Racing Sunland Park Sunray Park Tampa Bay Downs Thistledown Turf Paradise Turfway Park United Kingdom Woodbine Zia Park |
|---|---|

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 which 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 50 imported thoroughbred races statewide. The limitation of 50 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
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- H. For **QUARTER HORSE** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country quarter horse 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”:

QUARTER HORSE SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
Los Alamitos	Per CHRB calendar	Full Card

- I. For **STANDARD BRED** racing associations, list the host tracks from which the association proposes to import out-of-state and/or out-of-country harness 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”:

HARNESS SIMULCAST RACES TO BE IMPORTED

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

- J. For ALL racing associations, list imported simulcast races the association plans to receive which 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

- K. For ALL racing associations, 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 the agreement by the appropriate racing association(s).

NOTICE TO APPLICANT: All interstate wagering to be conducted by an association 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 an association is subject to the provision 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 association shall pay over to the simulcast organization within 3 calendar days following the closing of wagering for any day or night racing program, or upon receipt of the proceeds, such amounts that are retained from off-track simulcast wagering, interstate and out-of-state wagering, and which are obligated by statute for guest commissions, simulcast operator's expenses and promotions, equine research, local government in-lieu taxes, and stabling and vaning deductions. Every association shall pay to its Paymaster of Purses' account within 3 calendar days following the closing of wagering for each day or night racing program, or upon receipt of the proceeds, such amounts that are retained or obligated from off-track simulcast wagering, interstate and out-of-state wagering for purses, breeders' awards or other benefits to horsemen. (See Notice to Applicant, Section 7.)

13. CHARITY RACING DAYS

- A. Name and address of the distributing agent (charity foundation) for the net proceeds from charity racing days held by the association:

Board of Directors
Los Angeles Turf Club II, Inc.
285 W. Huntington Drive
Arcadia, CA 91007

- B. Names and addresses of the trustees or directors of the distributing agent:

Eric Sindler, General Counsel, California Racing Operations
Los Angeles Turf Club II, Inc.
285 W. Huntington Drive
Arcadia, CA 91007

- C. Dates the association will conduct races as charity racing days OR:

- D. Will the association pay the distributing agent an amount equal to the maximum required under B&P Code Section 19550(b)? Yes [X]

NOTICE TO APPLICANT: Net proceeds from charity racing days shall be paid to the designated and approved distributing agent within 180 days following the conclusion of the association's race meeting in accordance with the provisions of Business and Professions Code section 19555. Thereafter, the distributing agent shall distribute not less than 90% of the aggregate proceeds from such charity racing days within 12 calendar months after the last day of the meeting during which the charity racing days were conducted and shall distribute the remaining funds as soon thereafter as is practicable. At least 50% of the distribution shall

be made to charities associated with the horse racing industry in accordance with the provisions of Business and Professions Code section 19556(b) and (c).

14. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

A. Racing officials nominated:

Association Veterinarian(s)	Dr. Dana Stead
Clerk of Scales	Kevin Colosi
Clerk of the Course	Linda Ramirez
Horse Identifier	Jennifer Paige
Horseshoe Inspector	Victor Tovar
Paddock Judge	Jesus Calvillo Jr.
Patrol Judges	Karen Denovel, Randy Valdez
Placing Judges	Bob Moreno, Karen Denovel, Michael Burns
Starter	Jay Slender
Timer	Dane Nelson

B. Management officials in the racing department:

Director of Racing, Racing Secretary	Chris Merz
Racing Coordinator	Jason Egan
Assistant Racing Secretary	Zac Soto
Paymaster of Purses	Bridget Crawford
Assistant Clerk of Scales	Charles McCaul
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:

Ms. Barbara Weinstein
9582 Hamilton Ave., Suite 265
Huntington Beach, CA 92626 **Phone: (714) 964-7102**

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 **Expires: December 31, 2021**
Bill O'Brien

E. 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.

Jim Porep, Jr., President **Contract valid through the meet.**
Pegasus Communications, Inc.
16633 Ventura Blvd., Suite 1010
Encino, CA 91436 **Phone: 818/907-1900**
Major video and camera equipment listing attached, Exhibit 14E

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:

Electronic timing systems on both dirt and turf courses; maintained and operated by Santa Anita personnel. Systems backed by hand timing.

SAP Camera List June, 2021

Pegasus Comm, Inc. 16633 Ventura Blvd Ste 1010, Encino CA 91436

Jim Porep 951-314-6348

Cam #	Location	Camera	Type	Lens Type
1	Pan camera 1	Sony HXC-100k	Hard	Canon 55x
2	Pan camera 2	Sony HXC-100k	Hard	Canon 55x
3	Dirt 7/8 tower	Sony HXC-100k	Hard	Canon 50x
4	Turf 7/8 tower	Sony HXC-100k	Hard	Canon 50x
5	Dirt 3/8 tower	Sony HXC-100k	Hard	Canon 50x
6	Turf 3/8 tower	Sony HXC-100k	Hard	Canon 50x
7	1/4 pole tower	Sony HXC-100k	Hard	Canon 50x
8	Turf Hill tower	Sony HXC-100k	Hard	Canon 33x
9	Tote Board (Reverse Finish)	Sony HXC-100k	Hard	Canon 20x
10	Tunnel exit	Sony HXC-100k	Hard	Canon 20x
11	Walking ring Tower	Sony HXC-100k	Hard	Canon 20x
12	Paddock Interview	Sony HXC-100k	Hand Held	Canon 50x
13	JIB - Winner's Circle	Sony HXC-100k	25ft Jib	Canon 20x
14	JIB - Infield	Sony HXC-100k	25ft Jib	Canon 20x
15	Ground Level / Winner's Circle	Sony HXC-100k	Hard	Canon 20x
16	Paddock Set	Sony HXC-100k	Remote Slide	Canon 20x
17	Mez / Paddock Overlook	Sony	Remote	
18	SB Robo East	Sony	Remote	
19	SB Robo West	Sony	Remote	
20	SB Cable Cam East	Canon	Remote	
21	SB Cable Cam West	Canon	Remote	
22	SB Box 1	Marshall	Fixed	
23	SB Box 2	Marshall	Fixed	
24	Workout Camera	Marshall	Fixed	
25	RF Overhead Gate (Dirt)	Marshall		
26	RF Overhead Gate (Turf)	Marshall		
27-36	RF Gate Stall Cameras (10 cams)	Marshall	Fixed	Marshall
37	RF Gate Camera	Panasonic / LiveU	Hand Held	
38	Paddock Tree Cam	Sony	Remote	
39	Mez / Paddock Overlook	Sony	Remote	
40	Clocker's Corner Cam	Sony	Remote	
41	Speaker Pole Cam (Paddock Exit)	Sony	Remote	
42	Tunnel Cam POV	Marshall	Fixed	
43	Stewards POV	Marshall	Fixed	
44	Shutter Camera	ForA	Fixed	Canon
45	Announcer Cam POV	Canon	Fixed	
46	Turf Chute Tower	Black Magic Design	Hard	20x
47	Turf Chute Pole PTZ	Sony	Remote	20x
48	5/16 Camera	Pelco	Remote	

15. SECURITY CONTROLS

- A. 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.

Lou Scalera, Chief of Security
Dan Pfau, Assistant Chief of Security
Front Side Security Office (626) 574-6406
Stable Security Office (626) 574-6469
Organizational Chart: (Exhibit 15A)

- 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 Full-time/8 Part-time Investigators
1 Assistant Chief	36 Security Guards
1 Secretary	13 Gatemen
1 Stable Security Manager	1 Stable Credentials Secretary
1 Supervisor Investigator	

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.

Security Officer per four (4) horses. Surveillance cameras to cover all Horses for Graded Stakes Races

2. Detention Stalls:

- A. Attach a plan for use of graded stakes or overnight races.
Security Officer per four (4) horses. Surveillance cameras to cover all Horses for Graded Stakes Races

- B. Number of security guards in the detention stall area during a 24-hour period.
Four Security Guards

- C. Describe number and location of surveillance cameras in detention stall area.
Total of Sixty-Three (63) Cameras (Barns #: 117, 118, 119, 120 and 121)

3. TCO2 Testing:

- A. Number of races to be tested, and number of horses entered in each race to be tested.
Will follow CHRB staff directives.

- B. Plan for enhanced surveillance for trainers with high-test results.
In compliance with our Race Meet Agreement with TOC and at the direction of the CHRB.

- C. Plan for detention stalls for repeat offenders.
In compliance with our Race Meet Agreement with TOC and at the direction of the CHRB.

- D. Number of security personnel assigned to the TCO2 program.
As needed per the advice of CHRB staff.

**SANTA ANITA PARK
SECURITY LIVE RACING**

Chief of Security
Lou Scalera

Assistant Chief of Security
Dan Pfau

Office Assistant
Tencha Diaz

FRONTSIDE SECURITY

STABLE SECURITY

Area Managers

- Sam Capuano
- Mitzuh Carrillo
- Hector Feliciano
- Rex Fisher
- Mike Flanagan
- Ray Larriva
- George Mendoza
- Dan Pfau
- Chris Thiffault

Uniform Security Officers

- Jose Alvarez
- Daniel Aragon
- Ruben Arias
- John Butler
- Richard Cantu
- Berenise Cardoso
- Nelson Cuellar
- Ben Denovel
- Stephen Flaherty
- Cesar Franco
- David Gonzales
- Carroll Gray Jr
- Robert Hadley
- Ollis Hartley
- Abel Iniguez
- David Jimenez
- Sergio Lozano
- Sgt Mark Mattick
- Anthony Mora
- Michael Phillips
- Allen Redding
- Louis Rodriguez
- Vladimir Roy
- Axel Sandoval
- Kenneth Shiba
- John Vergo
- Aaron White

Parking Patrol Officers

- Fernando Valenzuela

Stable Security Supervisors

- Sgt. Mike Veladez
- Sgt. Paul Nalbandian

Stable Credentials

- Corina Carter

UNIFORM SECURITY OFFICERS

- Byron Carter
- William Griffin
- Brandon Islas
- John Lo
- James White

Stable Gateman

- Eduardo Barsallo
- Al Castaneda
- Mari Comsa
- Manny Diaz
- Raymundo Franco
- Frank Garcia
- Yolidaved Garcia
- Cesar Hernandez
- Clyde Higgins
- Luis Holguin
- Shandra Hudson
- Joann Lopez
- Jo Linda Palmer
- Ignacio Ramirez

C. Describe the electronic security system:

The electronic security system consists of video cameras with the ability to pan, tilt and zoom remotely. Camera monitors and control points are managed from secure locations. Digital recordings are maintained on hard drives.

1. Location and number of video surveillance cameras for the detention stall and stable gate.

Surveillance cameras are in place within stalls 9, 10, 11, 12, 12A, 14, 20 and 21, providing a wide angle view of the entire stall space. Additional cameras are strategically located on the outside of stalls 4, 7, 12A and 14, and providing access to the barn area, are also under surveillance 24 hours per day. In addition, Santa Anita Park has installed approximately 1,100 additional surveillance cameras to the backside and "gap".

D. For night racing associations. Describe emergency lighting system: **Not applicable****16. EMERGENCY SERVICES**

A. Name, address and emergency telephone number of the ambulance service to be used during workouts and during racing:

**Symons Ambulance
Jeff Grange
18592 Cajon Boulevard
San Bernardino, CA 92407**

Phone: (909) 880-2979

1. Attach a certification from the ambulance service(s) listed in 16.A., certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

**Staff on track ambulance includes: 2 Paramedics
Exhibit 16A**

B. Name, address and emergency telephone number of the ambulance service to be used during workouts at auxiliary sites:

**Los Alamitos: Huntington Ambulance, LLC
Stacey O'Bryan, President
PO Box 145
Sunset Beach, CA 90742**

Phone: (562) 904-1550

**SLR Training Center: Richard F. Roesch, President
Mercy Medical Transportation Inc.
2537 Old San Pasqual Rd.
Escondido, CA 92027**

Phone: (760) 525-2688

1. Attach a certification from the ambulance service (s) listed in 16.B., certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

- **Los Alamitos: Staff by Paramedics with support from Orange County Fire-paramedics. Exhibit 16B**
- **SLR Training Center: On track ambulance includes two paramedics. Exhibit 16B**

C. Describe the on-track first aid facility, including equipment and medical staffing:



Monday June 7, 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

CHRB
1010 Hurley Way #300
Sacramento, CA 95825

June 6, 2021

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 - President
Huntington Ambulance, LLC

MERCY

*Medical
Transportation
Inc.*

June 14, 2021

Paige Rickerd
Los Angeles Turf Club, Inc.
Santa Anita Park
285 W Huntington Drive

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

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

Description of Santa Anita First Aid Office (Live Racing)

SERVICES (Mission)

- Yearly Jockey Physicals;
- Preventive and curative medical services for jockeys;
- Urgent care facility for jockeys;
- Urgent care for patrons and Santa Anita employees.

STAFFING

- Contracted Track Physician
- Contracted Paramedics (2 on the track) and (2 in First Aid)
- Licensed Emergency Ambulance

EQUIPMENT

- Basic First Aid Supplies (i.e. bandages and wound care);
- Oxygen equipment;
- Backboard, cervical collars, and splints;
- Blood pressure monitoring.

AVAILABILITY

- When gates open until after last race

- D. Name and emergency telephone number of the licensed physician on duty during the race meeting:
If quarter horse racing association sees D.1.:

Dr. David Skinner
10010 California Avenue
South Gate, CA 90280

Phone: (323) 567-2425

Dr. Tri Minh Vo
10107 Valley Boulevard
El Monte, CA 91731

Phone: (734) 277-3087

1. Name address and emergency telephone number of hospital located within 1.5 miles of the racetrack, which whom an agreement is in place to provide emergency medical services, pursuant to Business and Professions Code section 19481.3(a):

Arcadia Methodist Hospital
300 W. Huntington Drive
Arcadia, CA 91007

Phone: (626) 445-4441

- 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:

Arcadia Methodist Hospital
300 W. Huntington Drive
Arcadia, CA 91007

Phone: (626) 445-4441

- 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:
Exhibit 16F

- G. Name 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):

Mitzuh Carrillo, Health & Safety Manager
Emily Mayorga, Assistant to the Health & Safety Manager



EMERGENCY MEDICAL PROCEDURES
FOR ON-TRACK INJURY TO JOCKEYS

“FIRST RESPONSE”

- In the event of an accident, LATC Trakside Human Ambulance “Unit 41T “ which is manned by LATC-contracted EMTs and is following the horses and jockeys in the race will respond immediately to the site of the accident. The attending EMT’s shall arrive equipped with basic cardiac life support (BCLS), AED, and full C-spine equipment
- An “on-site evaluation” of injuries to the jockey(s) shall be made by Unit 41T.



“ON-SITE EVALUATION”

- Based on the EMT’s “on-site evaluation” of injuries, a decision shall be made to either treat the injured jockey(s) on-site or to transport to Methodist Hospital Emergency Room.
 - If on-site treatment is deemed sufficient, Unit 41T shall transport the injured jockey(s) directly to the First Aid Office where the Track Physician will be primary care provider or,
 - If off-site treatment is deemed necessary Unit 41 will have the Security Department (channel 1) contact the emergency room and advised them of the situation. Unit 41 will then transport jockey(s) to Methodist Hospital Emergency Room.



“INJURY TREATMENT”

- If the injured jockey(s) is treated at the First Aid Office the Track Physician shall be the primary care provider unless or until the Track Physician surrenders custody of the patient based on his/her medical judgment;
 - If deemed necessary Unit 41T will transport the injured jockey(s) to Methodist Hospital.
 - If more than two jockeys need to be transported to the hospital, the City of Arcadia Fire Department will be requested for assistance in transportation.



(Spanish)

PROCEDIMIENTO MEDICO de EMERGENCIAS
PARA HERIDAS A JINETES EN LA PISTA

“PRIMEROS AUXILIOS”

- En el evento de un accidente, la ambulancia humana de LATC “Unidad 41T” es manejada por las EMT’s contractados por la LATC, seguiran a los caballos y jinetes en la carrera para responder inmediatamente al sitio del accident. El EMT arrivara con el equipo cardiaco basico (BCLS), AED, y equipo para la espina dorsal.
- Un evaluacion de las heridas al jinete seran hechas en sitio del accidente por la Unidad 41T.



“EVALUACION EN EL SITIO DEL ACCIDENTE”

- La decision de transporter al jinete a la sala de emergencias del Hispital Methodista o de ser tratado en la oficina de primeros auxilios del hipodromo sera basada en la evaluacion hecha por el EMT en el sitio del accidente sobre las heridas sufridas.
 - Si el tratamiento es suficiente en el sitio del accidente. La Unidad 41T transportara al jinete directamente a la oficina de primeros auxilios donde el doctor del hipodromo sera el proveedor medico primario.
 - Si se cree que es necesario la Unidad 41T se comunicara con el departamento de seguridad (Canal 1) para que ellos le informen a la sala de emergencias y avisen sobre la situacion. La Unidad 41T entonces transportara el jintete a la Sala de Emergencias del Hospital Methodista.



“TRATAMIENTO DE LAS HERIDAS”

- Si el jinete herido es tratado en la oficina de primeros auxilios, el doctor del hipodromo sera el proveedor medico primario al no ser que el doctor del hipodromo entregue custodia del paciente basado en su dictamen medico;
 - Si se cree necesario la Unidad 41T transportara al jinete al Hospital Methodista.
 - Si mas de dos jinetes necesitan transportacion al hospital, se le pedira a al Departamento de Bomberos de la Ciudad de Arcadia de sus asistencia en la transportacion.

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

Exhibit 16H

I. Name of the workers' compensation insurance carrier for the association and the number of the insurance policy (if self-insured, provide details):

**Liberty Mutual Fire Insurance Company
PO Box 989000
West Sacramento CA 95798
Policy # WA2-B7D-170912-010 Expires 6/30/2021
The renewal certificate will be forwarded to the Board.**

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 10 days' notice of any cancellation or termination of insurance that secures the liability of the association for payment of workers' compensation.

Exhibit 16J

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, that may be either permanent or mobile, and which 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 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. (b) 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. (c) 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. (d) 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.

17. CONCESSIONAIRES AND SERVICE CONTRACTORS

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:

Does the association provide its own concessions? Yes No

HANDICAPPERS

**Bob's Card Incorporated (CHRB-25A and CHRB-87 on file with CHRB.)
Jeff Bohland
5090 Montville Trail
Medina, OH 44256**

**Duke Racing Selections (CHRB-25A and CHRB-87 on file with CHRB.)
c/o John Acquarelli
4615 Trieste Drive
Carlsbad, CA 92008**

**Today's Racing Digest, Inc. (Exempt from CHRB-25A and CHRB-87)
Jason Karches
5790 Miramar Road, Suite 203
San Diego, CA 92121**



SANTA ANITA PARK

August 4, 2021

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

Re: Los Angeles Turf Club – Rule 1927 Exemption Request

Dear Mr. Chaney,

As has been previously discussed, the City of Arcadia Fire Department is not able to conduct an inspection within 45 days of the start of each race meet. It is anticipated that the Arcadia Fire Department will issue a fire clearance letter for Santa Anita Park slightly more than 45 days before the start of Los Angeles Turf Club II, Inc.'s ("LATC II") 2021 fall meet. LATC II will submit the fire clearance letter for Santa Anita Park to the board upon receipt.

If the Arcadia Fire Department does issue the fire clearance letter more than 45 days before the start of LATC II' 2021 fall meet, LATC II is requesting an exemption from the requirement of Rule 1927 that the fire authority having jurisdiction over the barn area of Santa Anita Park perform an inspection within 45 days prior to the commencement of the race meeting.

Please let me know if you have any questions.

Sincerely,



Nate Newby



Certificate of Insurance

No.: 2020-58-ANITA

Dated: June 30, 2021

This document supersedes any certificate previously issued under this number

This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).

Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions, and exclusions of such Policy(ies). This certificate does not amend, extend, or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.

Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.

Certificate Holder: California Horse Racing Board 1010 Hurley Way Sacramento, CA 95825 Attn.: Insurance Department	Named Insured and Address: Los Angeles Turf Club, Incorporated 285 West Huntington Drive Arcadia, CA 91007
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This certificate is issued regarding:

Evidence of Insurance

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/Expiry Dates	Sums Insured Or Limits of Liability	
COMMERCIAL GENERAL LIABILITY • Non-Owned Automobile	Zurich American Insurance Company	GLO 9302183-18	Jun 30, 2020 to Jul 30, 2021	Each Occurrence	USD 2,000,000
				Products-Completed Operations Aggregate	USD 2,000,000
				General Aggregate	USD 2,000,000
WORKERS' COMPENSATION & EMPLOYERS' LIAB	LIBERTY MUTUAL FIRE INSURANCE CO	WA2-B7D-170912-011	Jun 30, 2021 to Jun 30, 2022	Workers' Compensation	Statutory
				Employers' Liability Each Accident	USD 1,000,000 Bodily Injury by Accident
				Employers' Liability Each Employee	USD 1,000,000 Bodily Injury by Disease
				Employers' Liability Policy Limit	USD 1,000,000 Bodily Injury by Disease

Additional Information:


The Commercial General Liability Policy, placement was made by Marsh Commercial Business Center, a Service of Marsh USA Inc. Marsh Canada Limited has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

With respect to the Commercial General Liability policy, California Horse Racing Board is added as Additional Insured but only with respect to liability arising out of the operations of the Named Insured.

The Workers' Compensation and Employers' Liability Policy, placement was made by Marsh USA Inc. Marsh Canada Limited has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

Notice of cancellation:

The insurer(s) affording coverage under the policies described herein will not notify the certificate holder named herein of the cancellation of such coverage.

Marsh Canada Limited 120 Bremner Boulevard Suite 800 Toronto, ON M5J 0A8 Telephone: 1-844-990-2378 Fax: - Certs.Stronach@marsh.com	Marsh Canada Limited  By: _____ Catherine Evans
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18. ON-TRACK ATTENDANCE/FAN DEVELOPMENT

Santa Anita's Autumn Meet will be operated in full compliance with all local health and governmental orders. If spectators are allowed on site, the following plans will be in effect:

A. Attach a copy of the promotional and marketing plans for the race meeting: **On file with the board**

B. Promotional/ Marketing budget for this race meeting: **On file with the board**

Promotional/Marketing budget for prior race meeting: **On file with the board**

C. Number of hosts and hostesses employed for meeting:

- 10* - Group Sales handicapping aides to assist newcomers**
- 11* - Food and Beverage hostess's (11 weekends, 4 weekdays)**
- 16* - SST's Mutuel staff (14 on weekdays and 16 on weekends)**
- 10* - Wagering Ambassadors setup throughout the facility and with groups**

***Estimates**

D. Describe facilities set aside for new fans:

Customer Service – Paddock Room, Breezeway Customer Relations deck, Mainline 1, and Club 1 are designated areas specifically to assist fans with general racing information.

THOROUGHBREDS Centers – There are two locations that are open every racing day in Mainline 1 and in the Turf Terrace. The Turf Terrace TBREDS location also assists with large transaction players. The Infield Center is also open on the weekends and the South TBREDS Center when needed for specific promotions.

Information Windows – Mainline #2, Club #1, Mezzanine #2, and Frontrunner have full service information windows that can perform most transactions for customers to acquire wagering funds. These windows also provide newcomer wagering assistance. On the weekends east tote also opens an additional information window for the Infield customers.

XpressBet – Mainline #2 and Mezzanine is available for new sign ups and account maintenance for advance deposit wagering customers.

E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:

1. Horsemen
2. Fans
3. Facilities in the restricted areas

19. SCHEDULE OF CHARGES

A. Proposed charges, note any changes from the previous year: **All pricing subject to change pending LA County COVID protocols.**

Admission (general)	\$5.00	Weekends & Holidays
	Free	Weekdays (Thursday/Friday)
Admission (clubhouse)	\$10.00	Weekends & Holidays
	Free	Weekdays (Thursday/Friday)
Reserved seating (general)	Free	

Reserved seating (clubhouse)	\$20.00**	
CH Box Seat	\$20.00 **	
Parking (general)	\$4.00	Weekends & Holidays
	Free	Weekdays (Thursday/Friday)
Parking (preferred)*	\$5.00	
Parking (valet)	\$10.00	
Programs (on-track)	\$2.50	
Programs (off-track)	\$2.50	

* Will vary depending upon Group packages sold
 ** Subject to change after review / Change from previous year

B. Describe any "Season Boxes" and "Turf Club Membership" fees:

Annual Season Box 2021:

Seating for Winter/Spring & Autumn Meets:

Finish Line Box:	4 Seats	\$3,700
	6 Seats	\$5,500
	8 Seats	\$7,400
Premium Box:	4 Seats	\$2,300
	6 Seats	\$3,400
	8 Seats	\$4,600
Section F&G	4 Seats	\$1,200
	6 Seats	\$1,800

C. Describe any "package" plans such as combined parking, admission and program: **Not applicable**

20. JOCKEYS/DRIVERS' QUARTERS

A. Check the applicable amenities available in the jockeys/drivers' quarters:

<input checked="" type="checkbox"/> Corners (lockers and cubicles)	How many	<input style="width: 50px;" type="text" value="40+"/>
<input checked="" type="checkbox"/> Showers	<input checked="" type="checkbox"/> Steam room, sauna or steam cabinets	<input checked="" type="checkbox"/> Lounge area
<input checked="" type="checkbox"/> Masseur	<input checked="" type="checkbox"/> Food/beverage service	<input checked="" type="checkbox"/> Certified platform scale

B. Describe the quarters to be used for female jockeys/drivers:
Same amenities as above, but in separate quarters. Shared food and beverage area.

21. BACKSTRETCH EMPLOYEE HOUSING

A. Inspection of backstretch housing has been requested and will be completed prior to the beginning of the race meet. **CHRB inspection pending; Health Department inspection pending.**

B. Number of rooms used for housing on the backstretch of the racetrack: **445**

C. Number of restrooms available on the backstretch of the racetrack: **39 Restrooms (116 toilets, 99 lavatories, 45 urinals, 64 showers)**

D. Estimated ratio of restroom facilities to the number of backstretch personnel: **1 to 47**

22. TRACK SAFETY

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

5280

 feet.

- B. Describe the type of track surface at the facility, including the specific track surface composition:

Santa Anita has a Dirt Track. The composition is made up of approximately 86% Sand and 14% Silt and Clay.

- C. The percent of cross slope in the straight-aways is: **3%**
The percent of cross slope in the center of the turns is: **5%**

- D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (i.e., 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.

Inside rail of the main track has metal goosenecks with a 6 inch aluminum rail and covering. Main track outside rail is a 4 inch round rail on a metal gooseneck. Turf Course has metal gooseneck with a 4 inch round rail with safety netting at zero. Duralock portable rail used at other settings. The outside turf rail is a 2 inch metal rail.

- E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474:

**Dennis Moore, Consultant
Andy LaRocco, Track Superintendent**

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

Dirt Track

The main (dirt) track racing surface will be harrowed to a depth of 3 1/2" every racing day. These depths and procedures will provide a consistent, formful and safe racetrack each racing day.

When rainy weather is forecast and imminent, the track crew will "seal" the main track. The process of sealing is accomplished by driving a multi-rubber tire roller or truck around the track, thereby affecting a sealed or packed condition on the surface. When this is done before the rain is expected, most of the rain will run off the track toward and under the inside rail, with very little water seeping into the track itself. When substantial rainfall occurs, the surface will normally provide a safe footing for the next racing day, albeit with a track condition labeled as "sloppy" or "muddy."

When the dirt track is not sealed (by rolling) and receives a least a moderate amount of rain, the track is considered "off." Under these conditions, the track is "floated" with the steel floats behind the tractors. Floating smoothes the hoof prints and squeezes excess water to the surface where it drains or evaporates.

If not enough rain falls to soften the cushion; the cushion is then cut open and harrowed to the standard depths stated in the first paragraph. Again, Santa Anita will advise its patrons, whenever possible, when the track has been sealed.

Turf Course (Revised 7/2016)

The turf track consists of two courses, a 6-acre hill course and a 10-acre oval. The hill track averages 65 feet wide and has temporary rail positions of 0, 7 and 15 feet. The oval is 80 feet wide and has four rail positions of 0, 10, 20, and 30 feet. The rail is moved to more evenly spread the wear across the track and to allow the turf to recover from the damage caused by the horses.

The position of the temporary rail does not change the distance of the race noted in the official program. The starting point of the race and marker poles is changed to compensate for the difference in rail position. All 1³/₄, 1¹/₂, 1¹/₄ and 6¹/₂ furlong races originate from the hill portion of the track, but end on the oval portion of the track. All 1 1/8 and mile races start and end of the oval.

- G. If the association 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 which 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 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. **Not applicable**

23. DECLARATIONS

- A. All labor and lease agreements and concession and service contracts 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.
TOC – Agreement will be forwarded to Board upon completion.
CTT – If an agreement is reached, it will be forwarded to the board upon receipt.
- C. Attach an agreement to provide for race-day furosemide administration pursuant to CHRB Rule 1845. **On file with the board.**
- D. Attach a lease agreement permitting the association to occupy the racing facility during the entire term of the meeting. (In the absence of either a lease agreement or a horsemen's agreement, a request for an extension pursuant to CHRB Rule 1407 shall be made). **On file with the board**
- E. 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 meeting except as follows (if no exceptions, so state): **No exceptions**
- F. Absent natural disasters or causes beyond the control of the association, 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 association except as follows (if no exceptions, so state): **No exceptions**

NOTICE TO APPLICANT: Pursuant to CHRB Rules 1870 and 1871, the CHRB shall be given 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.

3rd Party Lasix Administration Agreement

This 3rd Party Lasix Administration Agreement (this "Agreement") is entered into as of October 26, 2017 (the "Effective Date") by and between the Los Angeles Turf Club, Incorporated and Los Angeles Turf Club II, Inc. (collectively "LATC"), 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 describe LATC'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 acknowledged, LATC, TOC, and CTT to hereby agree as follows:

1. Term. This Agreement shall take effect on December 26, 2017 and shall continue through December 25, 2018 (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 LATC (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 LATC. 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 LATC. LATC 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.
3. Number of Veterinarians and Technicians. LATC shall initially hire one (1) furosemide veterinarian and three (3) furosemide veterinary technicians to administer the race day furosemide. The furosemide veterinary technicians shall report to the furosemide

veterinarian. If LATC 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, LATC 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 LATC 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 LATC 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 statutes, laws, and regulations which are necessary for the Thoroughbred trainer to comply with in order to effectuate the purpose of this Agreement.

6. Miscellaneous.

a. Entire Agreement; Amendment. This Agreement, including the Exhibit, 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 the 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. LATC, 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 LATC, TOC, and CTT. Except for LATC, 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.

[Signatures follow]

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

Los Angeles Turf Club, Incorporated

By: Scott Daruty
Name: SCOTT DARUTY
Title: VICE PRESIDENT

Los Angeles Turf Club II, Inc.

By: Scott Daruty
Name: SCOTT DARUTY
Title: VICE PRESIDENT

Thoroughbred Owners of California, Inc.

By: _____
Name: _____
Title: _____

California Thoroughbred Trainers, Inc.

By: _____
Name: _____
Title: _____

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

Los Angeles Turf Club, Incorporated

Los Angeles Turf Club II, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Thoroughbred Owners of California, Inc.

California Thoroughbred Trainers, Inc.

By:  _____

By: _____

Name: Greg Avioli

Name: _____

Title: President & CEO

Title: _____

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

Los Angeles Turf Club, Incorporated

Los Angeles Turf Club II, Inc.

By: _____

By: _____

Name: _____

Name: _____

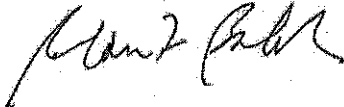
Title: _____

Title: _____

Thoroughbred Owners of California, Inc.

California Thoroughbred Trainers, Inc.

By: _____

By:  _____

Name: _____

Name: Alan F. Balch

Title: _____

Title: Executive Director

Exhibit A

Santa Anita Park Furosemide Protocol – See Attached

Exhibit B

Medication Administration Protocol – See Attached

Exhibit A

Santa Anita Park 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 150mg-500mg (3cc to 10 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 500 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.
7. The trainer of any horse to be entered in a race in a race at Santa Anita Park 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 Santa Anita Park or have arrived at Santa Anita Park 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 LATC 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 Santa Anita Park or have not arrived at Santa Anita Park 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 Santa Anita Park 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 LATC 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 Santa Anita Park 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 Santa Anita Park, if the horse is not stabled at Santa Anita Park, LATC 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.

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 4½ 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 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 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. 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; 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 250 mg of furosemide intravenously unless an alternative dose of not less than 150 mg and not more than 500 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, 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

**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.

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 association to attest to this application on its behalf.

24. 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 association to attest to this application on its behalf.

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Nate Newby

Print Name

Nate Newby

Signature

Senior VP & General Manager

Print Title

7-1-2021

Date

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD REGARDING THE PROPOSED AMENDMENT OF CHRB RULE 1588, HORSE INELIGIBLE TO START IN A RACE, AND PROPOSED ADDITION OF CHRB RULE 1866.3, 30-DAY STAND DOWN FOR FETLOCK INJECTIONS, TO PROHIBIT THE USE OF CORTICOSTEROID INTRA-ARTICULAR JOINT INJECTION WITHIN THIRTY (30) DAYS OF RACE DAY AND TEN (10) DAYS BEFORE COMPLETING A TIMED WORKOUT.

Regular Board Meeting
August 18, 2021

ISSUE:

The California Horse Racing Board (Board) responded to industry-wide efforts to implement mandatory stand-downs for intra-articular injections by approving amendments to Board Rule 1588, Horse Ineligible to Start in a Race, and adding new Rule 1866.3, Intra-articular Injections Restricted, at the July 16, 2020 regular Board meeting. The Board submitted the rulemaking to the Office of Administrative Law (OAL) on June 2, 2021 for review. OAL determined that the proposed rulemaking could not satisfy the requirements of the Administrative Procedures Act (APA) without modification. The Board has subsequently modified the language of proposed Rule 1866.3 to effectuate the Board's regulatory intent while complying with the requirements of the APA.

ANALYSIS:

The proposed modification to Board Rule 1866.3 provides further clarity and consistency in accordance with the requirements of the APA. The modified Board Rule 1866.3 will provide that no person shall permit a horse to race if it has received an intra-articular joint injection within 14 days of race day, or if a horse has received a corticosteroid intra-articular joint injection into a fetlock joint within 30 days of race day. The proposed modification also provides that for the purposes of section 1866.3, "fetlock joint" includes both the metacarpophalangeal and the metatarsophalangeal joints.

Furthermore, in accordance with [Board Rule 1866, Veterinarian's List](#), subsection (d)(1), no person shall permit a horse to complete a timed workout if it has received a corticosteroid intra-articular joint injection within the previous ten days. Lastly, the Official Veterinarian shall place any horse receiving intra-articular joint injection treatment on the Veterinarian's List for a length of time consistent with subsections 1866.3(a) or 1866.3(b), as applicable. Any person in violation of subsections 1866.3(a), (b), or (c) shall be considered to have committed a prohibited veterinary practice and will be subject to a Category A penalty as described in [section 1843.3](#).

The Board noticed these modifications for a 15-day public comment period on August 2, 2021. The 15-day public comment period remained open from August 2, 2021, through August 17, 2021.

BACKGROUND:

[Business and Professions Code \(BPC\) section 19440](#) states the Board shall have all powers necessary and proper to enable it to carry out fully and effectually the purposes of this chapter. Responsibilities of the Board shall include adopting rules and regulations for the protection of the public and the control of horse racing and pari-mutuel wagering. [BPC section 19562](#) provides that the Board may prescribe rules, regulations, and conditions, consistent with the provisions of BPC Division 8, Chapter 4, under which all horse races with wagering on their results shall be conducted in the State of California. [BPC section 19580](#) requires the Board to adopt regulations to establish policies, guidelines, and penalties relating to equine medication to preserve and enhance the integrity of horse racing in California.

RECOMMENDATION:

This item is presented for Board discussion and action.

CALIFORNIA HORSE RACING BOARD
TITLE 4., CALIFORNIA CODE OF REGULATIONS
ARTICLE 6. ENTRIES AND DECLARATIONS
PROPOSED AMENDMENT OF
RULE 1588. HORSE INELIGIBLE TO START IN A RACE

1588. Horse Ineligible to Start in a Race.

- (a) In addition to any other valid ground or reason, a horse is ineligible to start in any race:
 - (1) if such horse is not registered by the Jockey Club if a thoroughbred, the United States Trotting Association if a standardbred, the American Quarter Horse Association if a quarter horse, the Appaloosa Horse Club if an appaloosa horse, the Arabian Horse Registry of America if an Arabian horse, or the American Paint Horse Association if a paint horse;
 - (2) if the parentage verification to both the sire and the dam of all horses foaled in 1992 and thereafter has not been certified by the Jockey Club if a thoroughbred, the United States Trotting Association if a standardbred, the American Quarter Horse Association if a quarter horse, the Appaloosa Horse Club if an appaloosa horse, the Arabian Horse Registry of America if an Arabian horse, or the American Paint Horse Association if a paint horse;
 - (3) if, unless the stewards permit otherwise, the certificate of foal registration, eligibility papers, or other registration issued by the official registry for such horse is not on file with the racing secretary at the time of entry;
 - (4) if such horse has been entered or raced at any recognized race meeting under any name or designation other than the name or designation duly assigned by and registered with the official registry;
 - (5) if the certificate of foal registration, eligibility papers or other registration issued by the official registry has been altered, erased, or forged;
 - (6) if the identification markings of the horse do not agree with the identification markings as set forth in the registration of such horse;
 - (7) unless he is eligible to enter said race and is duly entered for such race;
 - (8) when such horse is owned in whole or in part by an unlicensed person or is in the care of an unlicensed trainer;
 - (9) when such horse is on the Steward's List, the Starter's List or the Veterinarian's List;

- (10) when, except with prior approval of the stewards for good cause, such horse is on the Veterinarian's List in another racing jurisdiction. Good cause includes:
- (A) unforeseen administrative issues in removing the horse from the Veterinarian's List of another racing jurisdiction;
 - (B) the location of the horse prevents it from being evaluated by the official veterinarian of another racing jurisdiction and cleared from that jurisdiction's Veterinarian's List, and the horse is approved to race by a California official veterinarian; or
 - (C) any other unforeseen event or reason that would prevent a horse that would otherwise not be on a Veterinarian's List from being cleared from the Veterinarian's List of another racing jurisdiction.
- (11) when, except with prior approval of the stewards, such horse has not been on the grounds of the association or its approved auxiliary stable area for at least 24 hours prior to the time the race is to be run.
- (12) when such horse does not carry a microchip or has not received a waiver from the stewards in accordance with Rule 1597.5.
- (13) when such horse has received an intra-articular injection within the previous ~~five~~fourteen days (~~120 hours~~) prior to the scheduled post-time for the race in which it is entered.
- (14) when such horse has not raced at a recognized race meeting within 12 consecutive months since its previous start, until the horse has performed satisfactorily in a workout or standardbred qualifying race as provided in Rule 1866(e) and (f).
- (15) when such horse is a first-time starter four (4) years of age or older, until the horse has performed satisfactorily in a workout or standardbred qualifying race as provided in Rule 1866(e) and (f).

Authority cited: Sections 19440 and 19562,
Business and Professions Code.

Reference: Sections 19440 and 19562,
Business and Professions Code.

CALIFORNIA HORSE RACING BOARD
TITLE 4., CALIFORNIA CODE OF REGULATIONS
ARTICLE 15. VETERINARY PRACTICES

1866.3. Intra-articular Injections Restricted.

- (a) No horse person shall be permitted a horse to race if it has received an intra-articular joint injection within fourteen (14) days of race day.
- (b) No horse person shall be permitted a horse to race if it has received a corticosteroid intra-articular joint injection into a fetlock joint within thirty (30) days of race day.
- (1) For purposes of this section, The “fetlock joint” includes both the metacarpophalangeal joints and the metatarsophalangeal joints.
- ~~(2) No horse shall be permitted to complete a timed workout if it has received a corticosteroid intra-articular injection into the fetlock joint within the last ten (10) days.~~
- (c) In accordance with section 1866, subsection (d)(1), no person shall permit a horse to complete a timed workout if it has received a corticosteroid intra-articular joint injection within the previous ten (10) days.
- ~~(e) The official veterinarian shall place any horse receiving intra-articular joint injection treatment on the Veterinarian’s List for a length of time consistent with the time period established in subsection (a) or (b), as applicable, consistent with this regulation.~~
- ~~(e) Any person in violation of subsection (a), (b), or (c) this rule shall be considered to have committed a prohibited veterinary practice and is will be subject to a Category A penalty as described in pursuant to Board Rule section 1843.3 of this Division.~~

Authority cited: Sections 19440, 19562 and 19580,
Business and Professions Code.

Reference: Sections 19440, 19562 and 19580,
Business and Professions Code.

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD REGARDING CONSIDERATION OF
COMMENTS RECEIVED DURING THE 45-DAY COMMENT PERIOD AND PUBLIC
HEARING REGARDING THE PROPOSED AMENDMENT OF CHRB RULE 1845,
AUTHORIZED BLEEDER MEDICATION, TO CLARIFY THE USAGE OF
FUROSEMIDE IN SPECIFIC RACES

Regulation Board Meeting
August 18, 2021

ISSUE:

Horse racing industry officials have expressed concerns that the time requirements before a horse may return to the authorized bleeder medication list after being removed are impractical. The regulation currently prohibits a horse removed from the list from returning to the list for 60 calendar days, unless determined medically necessary by the official veterinarian. A second removal from the list in a 365-day period prohibits a return for 90 calendar days. Some horsemen's organizations and racing associations, including those outside of California, allow horses on the authorized bleeder medication list to run in graded stakes races without furosemide, which involves the horse first being removed from the authorized bleeder medication list. A horse that runs in such a race cannot return to the list for either 60 or 90 days and, consequently, must run without furosemide, even in non-graded stakes races that allow furosemide, during that period. This is an issue because the longer a horse known to bleed remains off the list and continues to race, the greater the risk for bleeding. As such, the horse is unable to race for a considerable period of time, which results in a loss of income for jockeys, trainers, and horse owners.

Furthermore, there is confusion within the horse racing industry as to whether a horse registered on the authorized bleeder medication list is allowed to be administered furosemide when entered in a race where furosemide is not allowed under California Horse Racing Board (Board)-approved race conditions. Therefore, the Board seeks to amend the regulation to clarify that such a horse cannot be administered furosemide.

ANALYSIS:

The proposed amendment to [Board Rule 1845](#) will eliminate the provisions that prevent a horse removed from the authorized bleeder medication list from immediately returning to the list. This will allow a horse to run in a graded stakes race where furosemide is prohibited and, immediately thereafter, return to the list to run in non-graded stakes races that allow furosemide. Additionally, the proposed amendment will prohibit the administration of furosemide to a horse registered on the authorized bleeder medication list when entered in a race where furosemide is prohibited under race conditions approved by the Board, which will eliminate confusion as to whether a horse's registration on the

authorized bleeder medication list takes precedence over Board-approved race conditions that ban furosemide.

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 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 control of horse racing and parimutuel wagering. BPC [section 19562](#) provides that the Board may prescribe rules, regulations, and conditions, consistent with the provisions of Horse Racing Law, under which all horse races with wagering on their results shall be conducted in California.

Board Rule 1845 governs the requirements for the administration of furosemide. In part, it prohibits a horse removed from the authorized bleeder medication list from being placed back on the list for 60 calendar days unless the official veterinarian determines it is medically necessary. If the horse is removed from the list a second time within 365 days, it may not be placed back on the list for 90 days.

RECOMMENDATION:

This item is presented for Board discussion and action.

A written comment (attached) was received during the 45-day public comment period.

CALIFORNIA HORSE RACING BOARD
TITLE 4. CALIFORNIA CODE OF REGULATIONS
ARTICLE 15. VETERINARY PRACTICES
PROPOSED AMENDMENT OF
RULE 1845. AUTHORIZED BLEEDER MEDICATION

1845. Authorized Bleeder Medication.

(a) The only authorized bleeder medication for the control of exercise-induced pulmonary hemorrhage (EIPH) shall be furosemide, and it shall only be administered by a single intravenous injection, in a dosage of not less than 150 mg and not more than 250 mg, on the grounds of the racetrack where the horse will race, and no later than four hours prior to the post time of the race for which the horse is entered. It shall only be administered to a horse that is registered on the authorized bleeder medication list.

(1) Furosemide is prohibited for two-year-olds entered to race as specified in Board Rule 1843.5(a).

(b) A horse is registered on the authorized bleeder medication list as follows:

(1) The trainer and the owner's veterinarian shall determine whether furosemide is medically necessary to control EIPH and is not otherwise contraindicated for that horse; and

(2) Prior to entry for race, the official veterinarian approves form CHRB-194 (Rev. 01/16), Authorized Bleeder Medication and Medical History Request, which is hereby incorporated by reference, submitted to the official veterinarian by the trainer and owner's veterinarian.

(c) Once registered, any horse that will be administered furosemide shall:

(1) Arrive on the grounds of the racetrack where the horse will race no later than five hours prior to the post time of the race for which the horse is entered; and

(2) Be assigned to a pre-race security stall prior to the scheduled post time for the race in which it is entered, and shall remain there until it is taken to the receiving barn or the paddock to be saddled or harnessed for the race.

(A) The pre-race security stall shall be identified by the posting of a form CHRB-234 (New 09/15), Detention Stall Sign, which is hereby incorporated by reference. The trainer shall post the Detention Stall Sign no later than eight hours prior to the post time of the race for which the horse is entered or, for a horse arriving from off the grounds of the racetrack, when the horse is placed in the pre-race security stall.

(B) While in the pre-race security stall, the horse shall be in the care, custody, control, and constant view of the trainer, or a licensed employee assigned by the trainer. The trainer shall be responsible for the condition, care and handling of the horse while it remains in the pre-race security stall.

(C) The official veterinarian may permit a horse to leave the pre-race security stall to engage in track warm-up heats prior to a race.

(d) Furosemide shall be administered only after:

(1) The trainer, owner, or the owner's veterinarian has consulted with the furosemide veterinarian regarding the condition of the horse and the furosemide veterinarian has examined the horse sufficient to establish a veterinary-client-patient relationship within the meaning of California Code of Regulations, title 16, section 2032.1; or

(2) The trainer, owner, or owner's veterinarian has consulted with the official veterinarian or racing veterinarian and the furosemide veterinarian has examined the horse sufficient to establish a veterinary-client-patient relationship within the meaning of California Code of Regulations, title 16, section 2032.1, and that the consulting official veterinarian or racing veterinarian directly supervises the furosemide veterinarian, or California registered veterinary technician, who administers furosemide.

(e) The person who administers furosemide pursuant to subsection (f)(1) of this regulation shall notify the official veterinarian of the treatment of the horse. Such notification shall be made on form CHRB-36 (New 08/04), Bleeder Treatment Report, which is hereby incorporated by reference, not later than two hours prior to post time of the race for which the horse is entered.

(1) The trainer or a licensed employee of the trainer shall be present and observe the furosemide administration.

(f) The horsemen's organization, trainers' organization, and racing association shall enter into an agreement to provide for race-day furosemide administration. The agreement to provide for race-day furosemide administration shall be submitted to the Board in accordance with Rule 1433 of this Division. The agreement shall describe the racing association'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.

(1) Furosemide shall be administered by a furosemide veterinarian or California-registered veterinary technician under the direct supervision of the furosemide veterinarian. The furosemide veterinarian or California registered veterinary technician who provides race-day furosemide administration shall be employed by the racing association and shall not have a current business relationship, or prior veterinarian-client-patient relationship, with participating licensees within 30 days of the date he or she is employed to administer furosemide.

(2) All parties present during the administration of furosemide shall certify in writing that they have witnessed the furosemide administration by signing the form CHRB-36 (New 08/04), Bleeder Treatment Report. The furosemide veterinarian or California registered veterinary technician shall place the syringe used to administer furosemide in an evidence bag which will be sealed in front of the witnesses. The witnesses shall sign the sealed evidence bag. The syringe used to administer furosemide shall be provided to and securely stored by the Board in accordance with subsection (i) of this regulation.

(3) "Furosemide veterinarian" is defined as the veterinarian, licensed by the Board, and hired by the racing association to administer race-day furosemide to horses registered on the authorized bleeder medication list.

(4) "Owner's veterinarian" is defined as the veterinarian, licensed by the Board, and hired by the owner to provide veterinary care to horses.

(g) 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 pursuant to subsection (d).

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

(i) The syringe used to administer furosemide shall be provided to and securely stored by the Board until all testing of the horse is completed. In the event of a positive test finding as defined in this article, the Board may order, or the owner or trainer may request, the retained syringe be tested for prohibited substances. The results of the test may be used in any action before the Board.

(j) A horse that has been administered furosemide must show a detectable concentration of the drug in post-race serum, plasma, or urine samples, as follows:

(1) The official laboratory shall measure the specific gravity of post-race urine samples to ensure samples are sufficiently concentrated for proper chemical analysis. The specific gravity of such samples shall not be below 1.010.

(2) If the specific gravity of the post-race urine sample is determined to be below 1.010, or if the urine sample is not available for testing, quantitation of furosemide in serum or plasma shall then be performed. Concentrations may not exceed 100 nanograms of furosemide per milliliter of serum or plasma.

(k) 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 form CHRB-194 (Rev. 01/16), and must be submitted to the official veterinarian 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.~~

(l) If the official veterinarian observes a horse bleeding externally from one or both nostrils during or after a race or workout, and determines such bleeding is a direct result of EIPH, the horse shall be ineligible to race for the following periods:

- First incident - 14 days;
- Second incident within 365-day period - 30 days;
- Third incident within 365-day period - 180 days;
- Fourth incident within 365-day period - barred from racing lifetime.

For the purposes of counting the number of days a horse is ineligible to run, the day after the horse bled externally is the first day of such period.

(m) The owner(s) of a registered horse shall:

(1) Pay all costs associated with the materials used in the administration of furosemide, including the syringe and medication, and reasonable administrative costs as set under the race-day furosemide agreement entered into by the horsemen's organization, trainers' organization, and the racing association.

(2) Consent to the procedures in this section and agree 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 California Code of Regulations, title 16, section 2032.1.

(n) A horse registered on the authorized bleeder medication list shall not be administered furosemide when entered into a race where furosemide is prohibited under race conditions approved by the Board.

Authority: Sections 19440 and 19562,
Business and Professions Code.

Reference: Sections 19580, 19581 and 19582,
Business and Professions Code.

From: aquawoman
To: CHRB
Subject: Comment for Amended CHRB Rule 1845
Date: Saturday, May 29, 2021 12:59:34 PM
Attachments: Amendment to rule 1845 written comment.pdf

Dear CHRB,
Kindly see attached, the written comment which is due June 1st for the Amended CHRB Rule 1845.

Thank you.
Heather

Regarding this CHRB Amendment to Rule 1845, "Authorized Bleeder Medication;" the written comments are obviously a required formality. But I am compelled to submit nonetheless, to demonstrate that the public ARE watching you very closely.

First of all, furosemide, AKA Lasix, is a diuretic. It does not affect the clotting cascade in any way, therefore calling it a "bleeder" medication is grossly inaccurate. I have asked Dr. Arthur and Dr. Ferraro numerous times in open forum for the precise pharmacodynamic mechanism of action of how a diuretic impacts bleeding- but they have consistently remained silent.

Second, the efficacy of giving a potent diuretic to a bleeding horse has not been definitively demonstrated.

Direct quotations from scientific articles:

Re: furosemide, "...its effect on the occurrence of EIPH has **NOT** been objectively demonstrated."

"Studies evaluating the clinical efficacy of furosemide....have demonstrated **CONFLICTING** results."

"Lasix....is believed to be **effective in (only) 50% of cases**. In addition, there are **undesirable side effects**, including **hypokalemia**."

When using the CHRB Simo Vet list, here are the numbers for 1/1/2020 - 5/29/2021:

Bled 1	Bled 2	Bled 3	BLED 4
QH: 1	QH: 1	QH: 2	QH: 0
TB: 13	TB: 1	TB: 0	TB: 0

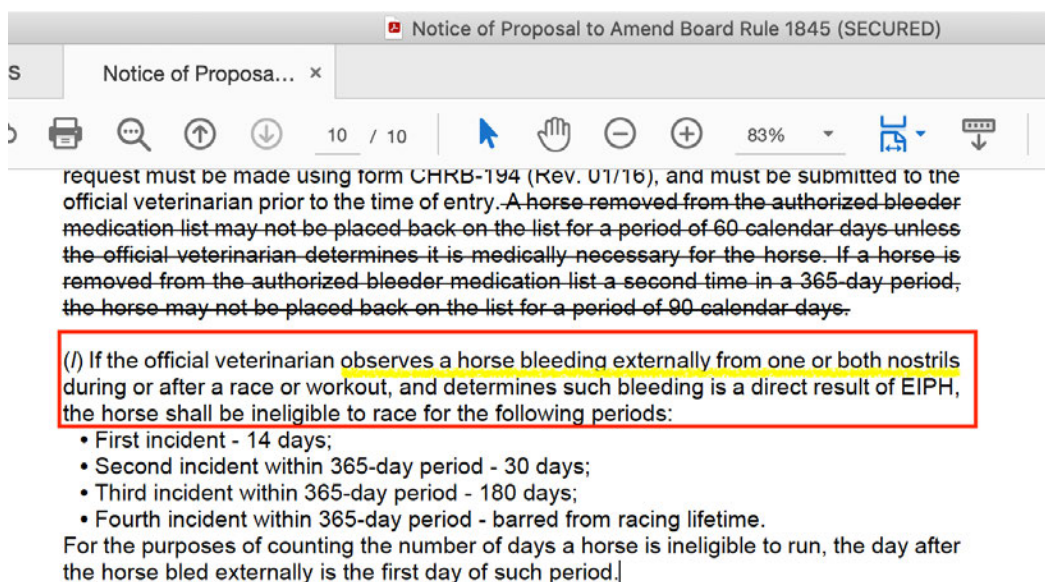
How is it determined that the horses are bleeding? Are they all subject to a fiberoptic bronchoscope, or are you just using visible epistaxis?

Per Rule 1845, you are in fact relying on frank epistaxis, which is described in the peer-reviewed, veterinary literature as a clinically insensitive indicator. Example:

According to Dr. Kenneth Hinchcliff, renowned expert in EIPH:

"The prevalence of EIPH varies with the method used to detect it and the frequency with which horses are examined. Almost all Thoroughbred racehorses in active training have hemosiderophages in bronchoalveolar lavage fluid, indicating that all have some degree of EIPH."

He continues: *"Risk factors for epistaxis are not identical to risk factors for EIPH."*



From 1/1/20 through 5/29/21, there is a long list of "bleeders" from all the major CA racetracks. Some of these horses are still MISSING, they have yet to reappear on the major databases. At least two have been dumped out of state.

Amatara (STILL MISSING as of 5/29/21)

1/10/20, Santa Anita

Bleeding from nostrils, pulled up, vanned, DNF 3rd race.

Name misspelled in Stewards Minutes (Amataa).

Last workout 1.4.20

Warrens Lil Margie (STILL MISSING as of 5/19/21)

Mare, born 3.9.11. Last workout 2.7.20

2/23/20, Golden Gate Fields, 1st race. This was her 81st start. YES, **81**.

"WARRENS LIL MARGIE had no speed, trailed throughout then bled in the stretch and stopped."

Sunny Spot

Gelding, born 4.5.15:

2/29/20, Golden Gate Fields, 4th race

"SUNNY SPOT...stopped suddenly, was eased in the stretch and returned bleeding from both nostrils."

Legend Emma (IRE)

Trained at San Luis Rey Sept 2020 **BUT NOTHING SINCE**, as of 5/29/21

Mare, born 4.16.15

5/15/20 Bleeding from nostrils, vanned off in the 8th race after placing last, Santa Anita, reopening day (after COVID shutdown). BLED, EASED, VANNED OFF.

Magna Rose *AUG 2020 MOVED TO KY, at CHURCHILL TRAINING for workouts.*

ODD- Equibase does not have her workouts now.

LAST START 10/8/20, Thistledown, OH as of 5/29/21

Mare, born 3.3.15

5/31/20, 5th race, Golden Gate Fields. DNF, walked off, bleeding.

No Name Fred (STILL MISSING as of 5/29/21)

4 year old colt

Pulled up, bleeding, DNF, Del Mar 8.9.20, 5th race

Last workout 8.2.20

Oil Can Knight

4-year old gelding

10th race, Del Mar, 8/23/20 Walked off, bleeding

Renegade Princess

APRIL 2021, dumped in AZ at Turf Paradise for workouts, then AZ Downs in May 2021

2 year old filly, born 3.27.18

Santa Anita, Race 4, 10/9/20. Her first start.

Pulled up early, bleeding, placed 9th out of 9. (Put on vet list for bleeding)

Last workout 10.1.20

2021 bleeders, per racing charts

1.22.21 Santa Anita	Ellie Arroway	Eased, bled, finished last. Race 6. On Lasix
2.15.21 Santa Anita	C'Mon Jenna	Placed last. Tired, bled, vanned. Race 4, Horse 2.
2.15.21 Santa Anita	So Much Happy	Race 7 Horse #1. "Bled", placed 2 nd to last
5.22.21 Santa Anita	Cousin Eddie	Race 8 Placed 2 nd to last, earned \$500, vanned. On vet list (with a *) as of 5/22/21, for bleeding

Exercise induced pulmonary hemorrhage is a human-created condition that will continue with or without furosemide.

The only way to effectively "cure" EIPH is to phase out horse racing. The issue is not the Lasix, it is the industry. Greed, speed, and win at any cost.

Heather Wilson
Nurse Anesthetist
Los Angeles

CALIFORNIA HORSE RACING BOARD

August 18, 2021

REGULAR BOARD MEETING

There is no board package material for Item 14A

CALIFORNIA HORSE RACING BOARD

August 18, 2021

REGULAR BOARD MEETING

There is no board package material for Item 14B

CALIFORNIA HORSE RACING BOARD

August 18, 2021

REGULAR BOARD MEETING

There is no board package material for Item 15

CALIFORNIA HORSE RACING BOARD

August 18, 2021

REGULAR BOARD MEETING

There is no board package material for Item 16