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**STATE OF ARIZONA  
DEPARTMENT OF GAMING  
RACING DIVISION**

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**In the Matter of:**  
**Robertino Diodoro**  
  
License #: 10970

**Case No.: 17A-010-DOR**  
  
SETTLEMENT AGREEMENT

**SETTLEMENT AGREEMENT AND RELEASE**

This SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is entered into by and between the ARIZONA DEPARTMENT OF GAMING, RACING DIVISION ("Racing Division") by and through its Director, or his designee, and ROBERTINO DIODORO ("Mr. Diodoro") and shall be effective upon execution by the parties.

**RECITALS**

- A. The Arizona Department of Racing issued an Owner/Trainer license to Mr. Diodoro on September 13, 2016, which will expire on June 30, 2018.
- B. On April 11, 2017, in Ruling No.16-17TP110, the Board of Stewards at Turf Paradise Racetrack (the "Stewards") suspended Mr. Diodoro's license for fifteen (15) calendar days from April 24, 2017, to May 8, 2017. In addition, the Stewards imposed a civil penalty of seven hundred fifty dollars (\$750.00) plus a surcharge of thirty-seven dollars and fifty cents (\$37.50) for a total of seven hundred eighty-seven dollars and fifty cents (\$787.50). This ruling was based on laboratory reports that a prohibited amount of 2-1-hydroxyethylpromazine sulfoxide ("2-1-HEPS") was found to be present in the urine sample taken from two horses under Mr. Diodoro's care, to wit: "CABLE JETT" and "WARREN'S NICHOLAS." The urine samples were taken from both horses after their respective races on January 16, 2017, and February 24, 2017.

- 1 C. On April 11, 2017, in Ruling No.16-17TP111, the Stewards suspended Mr. Diodoro's  
2 license for thirty (30) calendar days from May 9, 2017, to June 7, 2017. In addition, the  
3 Stewards imposed a civil penalty of one thousand dollars (\$1000.00) plus a surcharge of  
4 fifty dollars (\$50.00) for a total of one thousand fifty dollars (\$1050.00). This ruling was  
5 based on laboratory reports that a prohibited amount of 2-1-HEPS was found to be  
6 present in the urine sample taken from a horse under Mr. Diodoro's care, to wit: "SHIP  
7 ROCK." The urine sample was taken from the horse after its race on February 12, 2017.  
8 D. Mr. Diodoro timely appealed the Stewards' Rulings No.16-17TP110 and No. 16-  
9 17TP111, and a rehearing of the matter was set on June 7, 2017, at 10:00 a.m.  
10 E. An informal settlement conference was held on May 25, 2017, during which authorized  
11 representatives of both parties discussed the circumstances surrounding the basis for  
12 the Stewards' Rulings No.16-17TP110 and No. 16-17TP111.  
13 F. In order to resolve this matter, the Racing Division and Mr. Diodoro now desire to enter  
14 into this Agreement to settle and compromise all claims set forth in the Stewards'  
15 Rulings No.16-17TP110 and No. 16-17TP111, in lieu of further administrative and  
16 judicial proceedings, and consistent with the public interest and the requirements and  
17 statutory authority of the Racing Division, specifically, A.R.S. §§ 5-104(B), 5-108.05, and  
18 41-1092.07(F)(5).

19 **TERMS AND CONDITIONS**

- 20 1. Subject to the terms and conditions of this Agreement, and in consideration  
21 therefor, Mr. Diodoro and the Racing Division agree that:
- 22 a. Pursuant to A.R.S. §§ 5-108.05(A) and 5-115(C), the Racing Division may  
23 assess civil penalties, suspend, revoke a license or impose probation  
24 requirements or any combination of these sanctions, based on any of the  
25 grounds for which the department could refuse to issue a license pursuant to  
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- A.R.S. § 5-108 or for a violation of any provision of the article or the rules of the commission or department;
- b. The Racing Division asserts that sufficient evidence exists to substantiate that Mr. Diodoro committed at least two separate violations of Racing Division rules and statutes, as outlined in the Stewards' Rulings No.16-17TP110 and No. 16-17TP111. Without admitting liability and disputing the findings in the Rulings, Mr. Diodoro agrees to enter into this Agreement;
  - c. In exchange for concessions in this Agreement, Mr. Diodoro waives his right to appeal the Stewards' Rulings No.16-17TP110 and No. 16-17TP111 or have a hearing on that appeal, and waives any and all other administrative or judicial remedies he may have with respect to the Stewards' Rulings No.16-17TP110 and No. 16-17TP111;
  - d. The hearing set on June 7, 2017, will be vacated;
  - e. Mr. Diodoro's owner/trainer license will be suspended for a period of thirty (30) calendar days, as follows:
    - (i) Fifteen (15) days of the suspension will be stayed;
    - (ii) The remaining fifteen days suspension shall date from September 17, 2017, up to and including October 1, 2017;
  - f. Mr. Diodoro will pay a combined civil penalty in the amount of five thousand dollars (\$5000.00) plus the five percent (5%) Race Horse Adoption Surcharge of two hundred dollars (\$250.00) for a total of five thousand two hundred dollars (\$5250.00), which shall be paid no later than June 15, 2017;
  - g. Mr. Diodoro's failure to pay the civil penalty in a timely manner or to fulfill any other obligations hereunder shall render this Agreement null and void;
  - h. Mr. Diodoro's license shall be in probationary status from the execution of this Agreement until all obligations set forth in Subsection 1(e) and (f) are

1                   successfully completed; with the condition that any violation committed during  
2                   probation involving a drug or foreign substance that is in the Class 3 category of  
3                   drugs or any category more serious than a Class 3, according to the ARCI  
4                   Uniform Classification Guidelines for Foreign Substances, shall result in the  
5                   reversal of the stay of license suspension under Subsection 1(e)(i) and the  
6                   suspension must be served as directed by the Racing Division; and  
7                   i.       The Racing Division shall take no further disciplinary action based on the  
8                   allegations stated in the Stewards' Rulings No.16-17TP110 and No. 16-17TP111  
9                   and will take no disciplinary action with regard to reports received regarding  
10                  sample # E224201 related to the horse "RHETORICAL."  
11                  2.       The parties agree to settle, compromise and release any and all past, present or  
12                  future claims, demands, obligations, actions, causes of action, rights, damages, costs,  
13                  expenses, and compensation of any nature whatsoever, whether known or unknown at the time  
14                  this Agreement is executed, that may have resulted or hereafter result from, have been caused  
15                  or may be claimed to have been caused by, or are arising out of, the acts or omissions alleged  
16                  in: (i) the Stewards' Rulings No.16-17TP110 and No. 16-17TP111, related to the horses  
17                  "CABLE JETT," "WARREN'S NICHOLAS," AND "SHIP ROCK;" or (ii) reports received  
18                  regarding sample # E224201 related to the horse "RHETORICAL."  
19                  3.       Mr. Diodoro agrees to abide, at all times, by the terms and conditions set forth in  
20                  the Arizona Revised Statutes, Title 5, Chapter 1, Article 1, Horse Racing; the Arizona  
21                  Administrative Code, Title 19, Chapter 2, Article 1, Horse Racing Rules; state and federal Laws;  
22                  and all written race track policies.  
23                  4.       The parties further agree that each side shall bear their own costs and attorneys'  
24                  fees, if any.  
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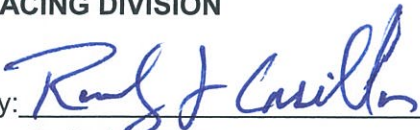
5. This Agreement represents the entire Agreement of the parties with respect to the subject hereof, and no representations, warranties, inducements, or oral agreements have been made by any of the parties as previously set forth herein.

6. This Agreement is to be construed and interpreted in accordance with the laws of the State of Arizona.

**IN WITNESS THEREOF**, the parties have executed this Agreement below.

**ARIZONA DEPARTMENT OF GAMING,  
RACING DIVISION**

**ROBERTINO DIODORO**

By: 

By: 

Rudy J. Casillas  
Racing Director

Signature

Date: 

Date: June 5, 2017

## Cassie Goodwin

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**From:** Darrell Vienna <horselawyer@gmail.com>  
**Sent:** Monday, June 05, 2017 1:24 PM  
**To:** Cassie Goodwin  
**Subject:** Fwd: Signature

----- Forwarded message -----

**From:** **Robertino** <[robertinodiodoro@hotmail.com](mailto:robertinodiodoro@hotmail.com)>  
**Date:** Mon, Jun 5, 2017 at 1:16 PM  
**Subject:** Re: Signature  
**To:** Darrell Vienna <[horselawyer@gmail.com](mailto:horselawyer@gmail.com)>

Yes I approve the use of my signature.

Sent from my iPhone

On Jun 5, 2017, at 3:14 PM, Darrell Vienna <[horselawyer@gmail.com](mailto:horselawyer@gmail.com)> wrote:

DARRELL J. VIENNA, ESQ.  
LAW OFFICES OF DARRELL J. VIENNA  
P.O. Box 725  
Sierra Madre, CA 91025-0725

Email: [horselawyer@gmail.com](mailto:horselawyer@gmail.com)  
Phone: [\(626\) 590-9999](tel:(626)590-9999)  
Fax: [\(626\) 470-9973](tel:(626)470-9973)

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For your approval as electronic signature on Settlement Agreement with ADOR.

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