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

In the Matter of:
ROJELIO VALDEZ RONQUILLO,

License #: 11878

Case No.: 18A-003-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 ROJELIO VALDEZ RONQUILLO ("Mr. Ronquillo") and shall be effective upon execution by the parties.

RECITALS

- A. The Arizona Department of Racing issued an Owner/Trainer license to Mr. Ronquillo on October 16, 2016, which will expire on June 30, 2018.
- B. On April 30, 2017, the Board of Stewards at Turf Paradise Racetrack (the "Stewards") suspended Mr. Ronquillo's license for one hundred eighty (180) calendar days, from May 1, 2017, to October 28, 2017, and imposed a civil penalty of two thousand five hundred dollars (\$2500.00) plus a surcharge of one hundred twenty five dollars (\$125.00), for a total fine of two thousand six hundred twenty five dollars (\$2625.00). This ruling ("Stewards' Ruling No. 16-17TP119") was based on laboratory reports that the blood sample E225110 collected from the horse "BLACK OPS" was found to have a presence of benzoylecgonine, the major metabolite of cocaine. "BLACK OPS" was a horse trained by Mr. Ronquillo.

- 1 C. Mr. Ronquillo failed to pay his fine, resulting in an extension of his suspension to
2 November 7, 2017, and his case has been set for hearing on January 17, 2018, before
3 the Racing Division for non-payment of fine.
- 4 D. Prior to the hearing, the parties entered into a settlement conference regarding
5 Stewards' Ruling No. 16-17TP119.
- 6 E. In order to resolve this matter, the Racing Division and Mr. Ronquillo now desire to enter
7 into this Agreement to settle and compromise all claims related to Stewards' Ruling No.
8 16-17TP119, in lieu of further administrative and judicial proceedings, and consistent
9 with the public interest and the requirements and statutory authority of the Racing
10 Division, specifically, A.R.S. §§ 5-104(B), 5-108.05, and 41-1092.07(F)(5).

11 **TERMS AND CONDITIONS**

- 12 1. Subject to the terms and conditions of this Agreement, and in consideration
13 therefor, Mr. Ronquillo and the Racing Division agree that:
- 14 a. Pursuant to A.R.S. §§ 5-108.05(A) and 5-115(C), the Racing Division may
15 assess civil penalties, suspend, revoke a license, or impose probation
16 requirements or any combination of these sanctions, based on any of the
17 grounds for which the Racing Division could refuse to issue a license pursuant to
18 A.R.S. § 5-108 or for a violation of any provision of the statutes or the rules of the
19 Commission or the Racing Division.
- 20 b. The Racing Division asserts that sufficient evidence exists to substantiate that
21 Mr. Ronquillo committed a violation of Racing Division rules and statutes, as
22 outlined in Stewards' Ruling No. 16-17TP119. Mr. Ronquillo admits liability for
23 non-payment of the fine imposed by Stewards' Ruling No. 16-17TP119, and Mr.
24 Ronquillo agrees to enter into this Agreement;
- 25 c. In exchange for concessions in this Agreement, Mr. Ronquillo waives his right to
26 appeal Stewards' Ruling No. 16-17TP119, or to appeal the imposition of the fine

1 or the finding that he has not paid the fine, and waives any and all other
2 administrative or judicial remedies he may have with respect to Stewards' Ruling
3 No. 16-17TP119.

- 4 d. The hearing, set on January 17, 2018, will be vacated.
- 5 e. Mr. Ronquillo's license shall remain in suspended status until the fine imposed in
6 in Stewards' Ruling No. 16-17TP119 is paid.
- 7 f. Mr. Ronquillo will have until February 16, 2018, to pay the fine.
- 8 g. Mr. Ronquillo's failure to fulfill obligations under this Agreement may render this
9 Agreement null and void and subject Mr. Ronquillo to further disciplinary
10 proceedings in this matter.
- 11 h. This Agreement does not affect the Racing Division's right to discipline Mr.
12 Ronquillo for any new or undiscovered violations of any provision of the statutes
13 or the rules of the Commission or the Racing Division.

14 2. The parties agree to settle, compromise, and release any and all past, present or
15 future claims, demands, obligations, actions, causes of action, rights, damages, costs,
16 expenses, and compensation of any nature whatsoever, whether known or unknown at the time
17 this Agreement is executed, that may have resulted or hereafter result from, have been caused
18 or may be claimed to have been caused by, or are arising out of, the acts or omissions alleged
19 in Stewards' Ruling No. 16-17TP089.

20 3. Mr. Ronquillo agrees to abide, at all times, by the terms and conditions set forth
21 in the Arizona Revised Statutes, Title 5, Chapter 1, Article 1, Horse Racing; the Arizona
22 Administrative Code, Title 19, Chapter 2, Article 1, Horse Racing Rules; state and federal Laws;
23 and all written race track policies.

24 4. The parties further agree that each side shall bear their own costs and attorneys'
25 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**

ROJELIO VALDEZ RONQUILLO

By: 

By: 

Greg Stiles
Enforcement Manager

Signature

Date: 1-17-18

Date: 1-17-18