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

**In the Matter of:**  
**Ryan Darrell Bratcher**  
Trainer  
License #: 11676

Case No.: 18A-004-DOR  
SETTLEMENT AGREEMENT

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**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 RYAN DARRELL BRATCHER ("Licensee"). The Racing Division and Licensee together will be referred to in this Agreement as the "Parties." This Agreement shall be deemed effective as of the date it is signed by both Parties (the "Effective Date").

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**RECITALS**

- A. The Racing Division issued a trainer's license to Mr. Bratcher on January 3, 2017, which will expire on June 30, 2018.
- B. On March 7, 2018, in Ruling No.17-18TP071, the Board of Stewards (the "Stewards") imposed a civil penalty on Mr. Bratcher in the amount of Five Hundred Dollars (\$500.00) plus a 5% Race Horse Adoption Fund surcharge of Twenty-five Dollars (\$25.00) and ordered Mr. Bratcher to provide a urine sample for drug testing (the "Ruling"). The Ruling was based on the Stewards' belief that Mr. Bratcher engaged in conduct that is prohibited by the Horse Racing Rules and/or is detrimental to the best interests of horse racing, specifically, creating a disturbance and acting in an abusive manner to a Racing Official on February 18,

1 2018, in violation of A.A.C. R19-2-111(A) and (B); and R19-2-112(11), (12), and  
2 (13).

3 C. On March 7, 2018, Mr. Bratcher filed a timely appeal of the Ruling.

4 D. On March 28, 2018, the Racing Division sent to Mr. Bratcher, by email, a Notice  
5 of Hearing, by which the hearing on his appeal was set on April 26, 2018.

6 E. On April 5, 2018, Racing Division representatives and Mr. Bratcher (the "Parties")  
7 participated in an informal settlement conference, during which the Parties  
8 discussed the circumstances surrounding the basis for the Ruling and Mr.  
9 Bratcher's response thereto.

10 F. In order to resolve this matter, the Racing Division and Mr. Bratcher have agreed  
11 to a settlement in lieu of further administrative and judicial proceedings, consistent  
12 with the public interest and the requirements and statutory authority of the Racing  
13 Division, specifically, A.R.S. §§ 5-104(B), 5-108.05, and 41-1092.07(F)(5).

14 **TERMS AND CONDITIONS**

15 1. Subject to the terms and conditions of this Agreement, and in consideration  
16 therefor, Mr. Bratcher and the Racing Division agree to the following:

17 a. The Parties agree to vacate the administrative hearing set on April 26,  
18 2018;

19 b. Pursuant to A.R.S. §§ 5-108.05(A) and 5-115(C), the Racing Division may  
20 assess civil penalties, suspend, revoke a license or impose probation  
21 requirements or any combination of these sanctions, based on any of the  
22 grounds for which the Racing Division could refuse to issue a license  
23 pursuant to A.R.S. § 5-108 or for a violation of any provision of the article  
24 or the rules of the commission or Racing Division;

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- 1 c. The Racing Division asserts that sufficient evidence exists to substantiate  
2 the Ruling. Without admitting liability and disputing the findings in the  
3 ruling, Mr. Bratcher agrees to enter into this Agreement;
- 4 d. In exchange for concessions in this Agreement, Mr. Bratcher waives his  
5 right to appeal the Ruling or have a hearing on that appeal, and he waives  
6 any and all other administrative or judicial remedies he may have with  
7 respect to the Ruling;
- 8 e. Mr. Bratcher's license will be on probationary status from the date of  
9 execution of this Agreement until June 30, 2018, at which time Mr.  
10 Bratcher's license will expire;
- 11 f. Mr. Bratcher will pay a civil penalty in the amount of Two Hundred Fifty  
12 Dollars (\$250.00) plus the 5% Race Horse Adoption Surcharge (\$12.50) for  
13 a total of Two Hundred Sixty-two Dollars and Fifty Cents (\$262.50), which  
14 shall be paid no later than June 30, 2018;
- 15 g. Mr. Bratcher's failure to pay the civil penalty in a timely manner shall  
16 render this Agreement null and void, and shall subject him to suspension of  
17 his license privilege until the fine is paid; however
- 18 h. The Racing Division shall dismiss the fine if the following two conditions  
19 are met: (1) Mr. Bratcher voluntarily attends and completes an on-line or  
20 in-person anger-management treatment program prior to June 30, 2018,  
21 which shall consist of no less than eight hours of instruction/treatment; and  
22 (2) Mr. Bratcher provides certification of attendance and completion of that  
23 program to the Racing Division prior to June 30, 2018;
- 24 i. Provided Mr. Bratcher complies with the terms of this Agreement, and  
25 successfully completes the probationary period required herein, the Racing  
26 Division agrees to dismiss the Board of Stewards order to provide a urine

1 sample and take no further disciplinary action based on the allegations of  
2 this case; however, the Racing Division is not foreclosed from taking  
3 disciplinary action on any separate conduct or grounds that arise after or  
4 separately from the investigation of the charges described in this agreement.

5 2. The Parties agree that this settlement is intended to, and does, cover any  
6 and all past, present or future claims for injuries and/or damages, including demands,  
7 obligations, actions, causes of action, rights, damages, costs, expenses, and compensation  
8 of any nature, whether known or unknown at the time this Agreement is executed, which  
9 have resulted or may hereafter result from, or which may have been caused or may be  
10 claimed to have been caused by, any acts or omissions of the Racing Division that relate  
11 to the Ruling.

12 3. Mr. Bratcher agrees to abide, at all times, by the terms and conditions set  
13 forth in the Arizona Revised Statutes, Title 5, Chapter 1, Article 1, Horse Racing;  
14 Arizona Administrative Code, Title 19, Chapter 2, Article 1, Horse Racing Rules; state  
15 and federal Laws, and all written track house policies.

16 4. The Parties further agree that each side shall bear their own costs and  
17 attorneys' fees, if any.

18 5. This Agreement represents the entire Agreement of the Parties with respect  
19 to the subject hereof, and no representations, warranties, inducements, or oral agreements  
20 have been made by any of the Parties as previously set forth herein.

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

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IN WITNESS THEREOF, the Parties have executed this Agreement below.

ARIZONA DEPARTMENT OF  
GAMING, RACING DIVISION

RYAN DARRELL BRATCHER  
LICENSEE

By:   
Rudy J. Casillas  
Racing Director  
Date: 4/19/2018

By:   
Signature  
Date: 4/12/18

## Cassie Goodwin

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**From:** Microsoft Outlook  
**To:** RBRATCHER40@gmail.com  
**Sent:** Thursday, April 19, 2018 1:13 PM  
**Subject:** Relayed: 18A-004-DOR - Ryan Bratcher Settlement Agreement re 17-18TP071

**Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:**

[RBRATCHER40@gmail.com](mailto:RBRATCHER40@gmail.com) ([RBRATCHER40@gmail.com](mailto:RBRATCHER40@gmail.com))

Subject: 18A-004-DOR - Ryan Bratcher Settlement Agreement re 17-18TP071