

# **Agenda Item #1**

## AMENDED SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into between the Indiana Horse Racing Commission (“Commission”), by Deena Pitman (“Director Pitman”), Executive Director of the Indiana Horse Racing Commission Staff (“Commission Staff”) and Gabriel Saez (“Saez”), a licensee subject to regulation by the Commission. Collectively, the Commission Staff and Saez shall be referred to herein as “the Parties.” This Agreement is subject to the review and approval of the Commission.

### RECITALS

1. The Indiana Horse Racing Commission (“IHRC”) is the administrative agency in the State of Indiana that regulates horse racing pursuant to provisions of the Indiana Code, Title 4, Article 31.
2. At all times relevant to this Settlement Agreement, Saez was licensed as a jockey with the IHRC.
3. As a licensee of the IHRC, Saez is subject to IHRC rules and regulations.
4. As a licensee, Saez was required to be knowledgeable of all IHRC rules and regulations.
5. Pursuant to 71 IAC 7.5-6-5(b)(1): “The following shall apply to interference, jostling, or striking during the race: (1) A jockey shall not ride carelessly or willfully so as to permit the jockey’s mount to interfere with, impede, or intimidate any other horse in the race.”
6. Pursuant to 71 IAC 7.5-6-5(c)(1): “The following shall apply to maintaining a straight course during the race: (1) When the way is clear in a race, a horse may be ridden to any part of the course, but if any horse swerves, or is ridden to either side, so as to interfere with, impede, or intimidate any other horse it may be a foul.”
7. Pursuant to 71 IAC 7.5-6-5(c)(3): “The following shall apply to maintaining a straight course during the race: (3) If the stewards determine the foul was intentional, or due to careless riding, the jockey may be held responsible.”
8. Saez was riding the horse “Justtequilatalkin” in the fourth race at Indiana Grand on June 17, 2020.
9. During the fourth race, an incident occurred where three jockeys were unseated from their mounts, with two of those riders suffering physical injury, along with one horse injured.
10. After reviewing the race video of the incident post-race to determine the finish order, the Stewards notified Clerk of Scales Steve Cahill, on June 17, 2020, that Saez should be noticed to attend a video review of the fourth race on June 18, 2020.

11. Saez received notice from Mr. Cahill and attended the video review of the race by video conference call, with this representative present in-person at the review.
12. Following the video review, and in consideration of the testimony of Saez, the Stewards determined that Saez carelessly allowed his mount to alter course into the path of another horse without sufficient clearance.
13. The Stewards determined that Saez's careless riding resulted in a chain reaction during the race in which the three jockeys were dismounted, with two of those three injured, along with one horse injured.
14. The foul resulted in Justtequilatakin being disqualified from first place, and placed last.
15. Following the determination that Saez caused the incident during the fourth race, the Stewards issued a ruling (Ruling No. IG-2020-1985) suspending Saez for a period of thirty days, beginning June 22, 2020, and extending through July 21, 2020.
16. Saez timely filed his appeal and a request for stay on June 19, 2020.
17. The Commission assigned ALJ Bernard "Buddy" Pylitt to oversee the matter on June 19, 2020.
18. On Tuesday, June 23, 2020, ALJ Pylitt conducted a prehearing conference and oral arguments on Saez's motion for stay. The motion for stay was denied.
19. On Friday, June 26, 2020, Saez had a hearing in Marion Superior Court regarding a subsequent temporary restraining order. The Honorable Kimberly Dean Mattingly presided over the hearing.
20. On Friday, June 26, 2020, Saez's request for a temporary restraining order was denied.
21. Following the denial of the temporary restraining order, the Parties entered into settlement negotiations.
22. Now, in full and complete resolution of any and all further administrative proceedings involving Saez relative to Steward's Ruling No. IG-2020-1985 and the violation referenced above, the Commission Staff and Saez agree to the terms and conditions set forth in this Agreement.

#### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and the promises and covenants to be performed as set forth herein, the Parties agree as follows:

23. Saez concedes that a violation occurred on June 17, 2020, in the fourth race at Indiana Grand, resulting in the injury of other riders and a horse in the race.
24. This agreement does not cover any violations that may be discovered that are not referenced in Steward's Ruling No. IG-2020-1985.
25. Saez agrees to dismiss with prejudice, withdraw and/or waive all related pending legal and administrative proceedings including any related appeals, and release all claims and potential claims against the Commission, the Commission Staff and/or its current or former representatives, agents and/or employees relating to the Commission actions that are the subject of this Settlement Agreement. Saez specifically agrees to release and forever discharge any claims and/or complaints against the Commission, the Commission Staff and/or its current or former representatives, agents and/or employees and/or the stewards arising from, relating to, or in any way connected with the issues associated with the Commission Staff's initiation and/or pursuit of the underlying disciplinary action against Saez.
26. As a result of the disciplinary matter that was the subject of the underlying proceeding, Saez agrees to serve the thirty day suspension imposed by the stewards. See Exhibit A for Steward's Ruling language.
27. Saez agrees that this Agreement is not a guarantee of future licensure.
28. The Parties specifically agree that this Agreement shall be governed by applicable Indiana regulations and any failure to comply with those rules is subject to enforcement by the Stewards and/or the Commission.
29. Saez and Commission Staff acknowledge that this Agreement is subject to the approval of the Indiana Horse Racing Commission.
30. The Commission will enter a ruling consistent with this Agreement which will make clear that the sanction of thirty days remains in place. The ruling will also specify that Saez may ride in stakes races, but agrees to add one day to his suspension for each day he participates in stakes races.
31. Saez agrees not to enter or attempt to enter any race in Indiana through and including the final day of his suspension period.
32. As part of this Agreement, Director Pitman expressly waives 71 IAC 7.5-7-5, which prohibits a jockey from competing in designated races in the event of a riding violation resulting in a suspension of ten (10) or more days. Director Pitman waives the rule pursuant to the authority granted to her in 71 IAC 2-2-1.

33. Should Saez breach this Agreement, this Agreement shall be deemed void, and the Commission Staff may commence proceedings related to the alleged violation as though the Agreement never existed.
34. Any waiver of any provision of this Agreement must be in writing and must be approved by the Commission or the Commission Staff. No waiver of any provision of this Agreement shall constitute either a waiver of any provision hereof (whether or not similar) or a continuing waiver.
35. If and to the extent any provision of this Agreement is held invalid or unenforceable at law, such provision will be deemed stricken from the Agreement and the remainder of the Agreement will continue in effect and be valid and enforceable to the fullest extent permitted by law.
36. This Agreement shall be deemed executed in the State of Indiana, and shall be governed and construed in accordance with the laws of Indiana, without regard to its choice of law provisions, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of Indiana, without regard to its choice of law provisions. Exclusive jurisdiction and venue over any and all disputes arising out of or in connection with this Agreement shall be brought only in a state court of competent jurisdiction located in Marion County, Indiana.
37. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, fully enforceable counterpart of all purposes, but all of which constitute one and the same instrument.
38. Saez represents that he has carefully read and reviewed the foregoing Agreement, acknowledges its contents, has had the right to consult with his own counsel, and agrees to be bound by its terms. Saez acknowledges that he has voluntarily entered into this Agreement as of the date and year herein set forth.

IN WITNESS HEREOF, the Parties have executed this Agreement on the dates listed below.

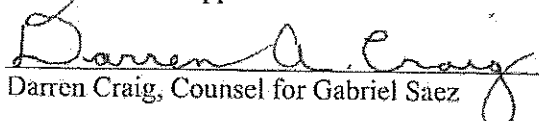
I swear, under penalties for perjury, that the foregoing representations that have been made by me are true and correct.

7/8/20

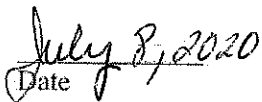
Date


Gabriel Saez

Witnessed and Approved:

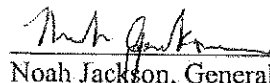
  
\_\_\_\_\_  
Darren Craig, Counsel for Gabriel Saez

ON BEHALF OF THE INDIANA HORSE RACING COMMISSION:

  
Date

  
\_\_\_\_\_  
Deena Pitman, Executive Director

Approved as to form:

  
\_\_\_\_\_  
Noah Jackson, General Counsel

# **Agenda Item #2**

# TITLE 71 INDIANA HORSE RACING COMMISSION

## Emergency Rule LSA Document #20-\_\_\_(E)

### DIGEST

Amends 71 IAC 9-4-7 regarding pick (n) pools. Effective upon filing with the Publisher.

#### SECTION 1. 71 IAC 9-4-7 IS AMENDED TO READ AS FOLLOWS:

##### **71 IAC 9-4-7 Pick (n) pools**

**Authority: IC 4-31-3-9**

**Affected: IC 4-31**

Sec. 7. (a) The pick (n) requires selection of the first place finisher in each of a designated number of contests. The association must obtain written approval from the commission concerning the following:

- (1) The scheduling of pick (n) contests.
- (2) The designation of one (1) of the methods prescribed in subsection (b).
- (3) The amount of any cap to be set on the carryover.

Any changes to the approved pick (n) format require prior approval from the commission.

(b) The pick (n) pool shall be apportioned under one (1) of the following methods:

(1) For pick (n) with carryover, the net pick (n) pool and land carryover, if any, shall be distributed as a single price pool to those who selected the first place finisher in each of the pick (n) contests, based upon the official order of finish. If there are no such wagers, then a designated percentage of the net pool shall be distributed as a single price pool to those who selected the first place finisher in the greatest number of pick (n) contests. The remainder shall be added to the carryover.

(2) For pick (n) with minor pool and carryover, the major share of the net pick (n) pool and the carryover, if any, shall be distributed to those who selected the first place finisher in each of the pick (n) contests, based upon the official order of finish.

The minor share of the net pick (n) pool shall be distributed to those who selected the first place finisher in the second greatest number of pick (n) contests, based upon the official order of finish. If there are no wagers selecting the first place finisher of all pick (n) contests, the minor share of the net pick (n) pool shall be distributed as a single price pool to those who selected the first place finisher in the greatest number of pick (n) contests. The major share shall be added to the carryover.

(3) For pick (n) with no minor pool and no carryover, the net pick (n) pool shall be distributed as a single price pool to those who selected the first place finisher in the greatest number of pick (n) contests, based upon the official order of finish. If there are no winning wagers, the pool is refunded.

(4) For pick (n) with minor pool and no carryover, the major share of the net pick (n) pool shall be distributed to those who selected the first place finisher in the greatest number of pick (n) contests, based upon the official order of finish. The minor share of the net pick (n) pool shall be distributed to those who selected the first place finisher in the second greatest number of pick (n) contests, based upon the official order of finish. If there are no wagers selecting the first place finisher in a second greatest number of pick (n) contests, the minor share of the net pick (n) pool shall be combined with the major share for



distribution as a single price pool to those who selected the first place finisher in the greatest number of pick (n) contests. If the greatest number of first place finishers selected is one (1), the major and minor shares are combined for distribution as a single price pool. If there are no winning wagers, the pool is refunded.

(5) For pick (n) with minor pool and no carryover, the major share of net pick (n) pool shall be distributed to those who selected the first place finisher in each of the pick (n) contests, based upon the official order of finish. The minor share of the net pick (n) pool shall be distributed to those who selected the first place finisher in the second greatest number of pick (n) contests, based upon the official order of finish. If there are no wagers selecting the first place finisher in all pick (n) contests, the entire net pick (n) pool shall be distributed as a single price pool to those who selected the first place finisher in the greatest number of pick (n) contests. If there are no wagers selecting the first place finisher in a second greatest number of pick (n) contests, the minor share of the net pick (n) pool shall be combined with the major share for distribution as a single price pool to those who selected the first place finisher in each of the pick (n) contests. If there are no winning wagers, the pool is refunded.

(6) For pick (n) with minor pool and carryover with a unique wager, the entire net pick (n) pool and carryover, if any, shall be distributed to the holder of a unique wager selecting the first place finisher in each of the selected pick (n) contests, based upon the official order of finish. If there is no unique wager selecting the first place finisher in all pick (n) contests, the minor share of the net pick (n) pool shall be distributed as a single price pool to those who selected the first place finisher in the greatest number of pick (n) contests, and the major shall be added to the carryover.

(c) If there is a dead heat for first in any of the pick (n) contests involving:

(1) contestants representing the same betting interest, the pick (n) pool shall be distributed as if no dead heat occurred; or

(2) contestants representing two (2) or more betting interests, the pick (n) pool shall be distributed as a single price pool with each winning wager receiving an equal share of the profit.

(d) Should a betting interest in any of the pick (n) contests ~~without a unique wager~~, be scratched, **or is designated to run for purse money only**, the actual favorite, as evidenced by total amounts wagered in the win pool at the host association for the contest at the close of wagering on that contest, shall be substituted for the scratched betting interest for all purposes, including pool calculations. In the event that the win pool total for two (2) or more favorites is identical, the substitute selection shall be the betting interest with the lowest program number. The totalizator shall produce reports showing each of the wagering combinations with substituted betting interests which became winners as a result of the substitution, in addition to the normal winning combination. ~~Should a betting interest in any pick (n) contest with a unique wager be scratched, all tickets sold containing the scratched horse shall be refunded. The money thus refunded will be deducted from the gross pool.~~ **Notwithstanding the provisions of this subsection, an association may also obtain authorization from the commission to allow patrons to select an alternate wagering interest in any of the pick (n) contests.**

(e) The pick (n) pool shall be canceled and all pick (n) wagers for the individual performance shall be refunded if:

(1) at least two (2) contests included as part of a pick 3 are canceled or declared no contest;

(2) at least three (3) contests included as part of a pick 4, pick 5, or pick 6 are canceled or declared no contest;

(3) at least four (4) contests included as part of a pick 7, pick 8, or pick 9 are canceled or

declared no contest; or

(4) at least five (5) contests included as part of a pick 10 are canceled or declared no contest.

(f) If at least one (1) contest included as part of a pick (n) is canceled or declared no contest, but not more than the number specified in subsection (e), 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.

(g) The pick (n) carryover may be capped at a designated level approved by the commission so that if, at the close of any performance, the amount in the pick (n) carryover equals or exceeds the designated cap, the pick (n) carryover will be frozen until it is won or distributed under this rule. After the pick (n) carryover is frozen, one hundred percent (100%) of the net pool, part of which ordinarily would be added to the pick (n) carryover, shall be distributed to those whose selection finished first in the greatest number of pick (n) contests for that performance.

(h) A written request for permission to distribute the pick (n) carryover on a specific performance may be submitted to the commission. The request must contain the following:

- (1) Justification for the distribution.
- (2) An explanation of the benefit to be derived.
- (3) The intended date and performance for the distribution.

(i) Should the pick (n) carryover be designated for distribution on a specified date and performance in which there are no wagers selecting the first place finisher in each of the pick (n) contests, the entire pool shall be distributed as a single price pool to those whose selection finished first in the greatest number of pick (n) contests. The pick (n) carryover shall be designated for distribution on a specified date and performance only under the following circumstances:

- (1) Upon written approval from the commission as provided in subsection (h).
- (2) Upon written approval from the commission when:
  - (A) there is a change in the carryover cap;
  - (B) there is a change from one (1) type of pick (n) wagering to another; or
  - (C) the pick (n) is discontinued.
- (3) On the closing performance of the meet or split meet.

(j) If, for any reason, the pick (n) carryover must be held over to the corresponding pick (n) pool of a subsequent meet, the carryover shall be deposited in an interest-bearing account approved by the commission. The pick (n) carryover plus accrued interest shall then be added to the net pick (n) pool of the following meet on a date and performance so designated by the commission.

(k) With the written approval of the commission, the association may contribute to the pick (n) carryover a sum of money up to the amount of any designated cap.

- (1) Providing information to any person regarding:
- (1) covered combinations;
  - (2) amounts wagered on specific combinations;
  - (3) number of tickets sold; or
  - (4) number of live tickets remaining;

is strictly prohibited. This shall not prohibit necessary communication between totalizator and pari-mutuel department employees for processing of pool data.

(m) The association may suspend previously approved pick (n) wagering with the prior approval of the commission. Any carryover shall be held until the suspended pick (n) wagering is reinstated. An association may request approval of a pick (n) wager or separate wagering pool

for specific performances.

*(Indiana Horse Racing Commission; 71 IAC 9-4-7; emergency rule filed Feb 10, 1994, 9:20 a.m.: 17 IR 1188; errata filed Mar 9, 1994, 2:50 p.m.: 17 IR 1622; readopted filed Oct 30, 2001, 11:50 a.m.: 25 IR 899; readopted filed Mar 23, 2007, 11:31 a.m.: 20070404-IR-071070030RFA; emergency rule filed Jul 19, 2010, 12:22 p.m.: 20100728-IR-071100480ERA; readopted filed Nov 26, 2013, 11:25 a.m.: 20131225-IR-071130345RFA; readopted filed Aug 28, 2019, 1:23 p.m.: 20190925-IR-071190319RFA)*

DRAFT

## Pitman, Deena

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**From:** Pennycuff, Dale L  
**Sent:** Monday, July 06, 2020 3:38 PM  
**Subject:** Stakeholder Review: Proposed Emergency Rule for July 13th Commission Meeting  
**Attachments:** Emergency Rule\_LSA #20-\_\_\_\_(E)\_ver00.docx

Dear Stakeholders,

Attached is the proposed emergency rule to be adopted at the upcoming Commission meeting on July 13<sup>th</sup>. Please review and provide any feedback you may have by Noon on July 10, 2020. The affected rule is 71 IAC 9-4-7 Pick (n) pools. The current rule was not supportable by the Tote systems pertaining to the Unique Ticket (Jackpot) Pick 6 wager. The proposed emergency rule corrects the Tote systems issue.

Please email me if you have any questions.

Regards,

Dale

Dale Lee Pennycuff  
Legal Department  
Indiana Horse Racing Commission  
1302 N. Meridian Street, Suite 175 | Indianapolis, IN | 46202

# **Agenda Item #3**



## INDIANA HORSE RACING COMMISSION

### Ruling Log

Rulings Issued From 5/11/2020 to 7/9/2020

Ruling Number	Ruling Date	Name	Breed	Violation Date	Violation	Fine	Suspended From	Suspended To	Days Suspended
IG-2020-1975	6/1/20	RANDALL D. MATTHEWS	TB	5/19/20	Conduct/Behavior	\$50			
IG-2020-1976	6/3/20	JOHN W. HERBSTREIT	TB	5/28/20	Conduct/Behavior	\$200			
IG-2020-1977	6/3/20	HERLINDA ABRIGO MARROQUIN	TB	5/28/20	Failure to Cooperate	\$100			
IG-2020-1978	6/3/20	CARLOS CORDCHADO	TB	5/28/20	Failure to Cooperate	\$100			
IG-2020-1979	6/5/20	NATHAN J. KROPACZEWSKI	TB/QH	5/27/20	Failure to Cooperate	\$200			
IG-2020-1980	6/17/20	ROCCO R. BOWEN	TB	6/15/20	Riding/Driving Infraction Violation	\$0	6/23/20	6/25/20	3
HP-2020-1981	6/17/20	MATTHEW W. KRUEGER	SB	6/16/20	Riding/Driving Infraction Violation	\$100			
IG-2020-1982	6/18/20	JUAN C. CRUZ	QH	6/16/20	Riding/Driving Infraction Violation	\$0	6/23/20	6/25/20	3
IG-2020-1983	6/16/20	CRISTIAN REYES-SOTELO	QH	6/16/20	Whip Violation	\$250			
IG-2020-1984	6/18/20	CESAR G. GARCIA-ESQUEDA	QH	6/23/20	Whip Violation	\$250			
IG-2020-1985	6/18/20	GABRIEL SAEZ	TB	6/17/20	Riding/Driving Infraction Violation	\$0	6/22/20	7/21/20	30
HP-2020-1986	6/18/20	MICHAEL J. OOSTING	SB	6/17/20	Riding/Driving Infraction Violation	\$100			
HP-2020-1987	6/18/20	MELANIE S. WRENN	SB	6/16/20	Riding/Driving Infraction Violation	\$50			
IG-2020-1988	6/19/20	CRISTIAN REYES-SOTELO	QH	6/17/20	Whip Violation	\$500			



# INDIANA HORSE RACING COMMISSION

## Ruling Log

Rulings Issued From 5/10/2020 to 7/9/2020

Ruling Number	Ruling Date	Name	Breed	Violation Date	Violation	Fine	Suspended From	Suspended To	Days Suspended
HP-2020-1989	6/20/20	SAMUEL D. WIDGER	SB	6/19/20	Riding/Driving Infraction Violation	\$100			
IG-2020-1990	6/19/20	CESAR G. GARCIA-ESQUEDA	QH	6/18/20	Whip Violation	\$500			
HP-2020-1991	6/23/20	BRANDON L. BATES	SB	6/18/20	Riding/Driving Infraction Violation	\$100			
IG-2020-1992	6/24/20	DECLAN CANNON	TB	6/22/20	Riding/Driving Infraction Violation	\$0	6/29/20	7/1/20	3
IG-2020-1993	6/24/20	MITCHELL L. MURRILL	TB	6/24/20	Riding/Driving Infraction Violation	\$0	6/29/20	7/1/20	3
HP-2020-1994	6/25/20	BRANDON L. BATES	SB	6/24/20	Whip Violation	\$200			
HP-2020-1995	6/27/20	BARB REDDER	SB	6/25/20	Trainer Responsibility	\$200			
HP-2020-1996	6/27/20	BRANDON L. BATES	SB	6/26/20	Riding/Driving Infraction Violation	\$200			
IG-2020-1997	6/30/20	JOSE L. RIQUELME	TB	6/29/20	Riding/Driving Infraction Violation	\$0	7/7/20	7/9/20	3
HP-2020-1998	7/1/20	SAMUEL D. WIDGER	SB	7/27/20	Riding/Driving Infraction Violation	\$200			
HP-2020-1999	7/1/20	MICHAEL G. PETERSON	SB	6/30/20	Riding/Driving Infraction Violation	\$100			
HP-2020-2000	7/1/20	DANIEL L. SHETLER	SB	6/30/20	Riding/Driving Infraction Violation	\$50			
HP-2020-2001	7/3/20	RICHARD L. MACOMBER JR	SB	7/2/20	Riding/Driving Infraction Violation	\$100			
IG-2020-2002	7/4/20	RANDY L. THOMPSON	QH	6/16/20	Medication/Drug Violation (Equine)	\$0			
IG-2020-2003	7/3/20	EDGAR PEREZ	TB	7/1/20	Riding/Driving Infraction Violation	\$0	7/8/20	7/13/20	3*
IG-2020-2004	7/4/20	JUAN D. MARQUEZ	QH	7/4/20	Whip Violation	\$250			
IG-2020-2005	7/4/20	CESAR G. GARCIA-ESQUEDA	QH	7/4/20	Whip Violation	\$0	7/13/20	7/15/20	3
IG-2020-2006	7/4/20	GIOVANI VAZQUEZ-GOMEZ	QH	7/4/20	Whip Violation	\$250			



INDIANA HORSE RACING COMMISSION

Ruling Log

Rulings Issued From 5/10/2020 to 7/9/2020

Ruling Number	Ruling Date	Name	Breed	Violation Date	Violation	Fine	Suspended From	Suspended To	Days Suspended
IG-2020-2007	7/4/20	ERIK N. ESQUEDA	QH	7/4/20	Whip Violation	\$250			
IG-2020-2008	7/4/20	ALONSO RIVERA	QH	7/4/20	Whip Violation	\$250			
IG-2020-2009	7/4/20	NATASHA M. FRITZ	QH	7/4/20	Whip Violation	\$250			
IG-2020-2010	7/4/20	CESAR G. GARCIA-ESQUEDA	QH	7/4/20	Whip Violation	\$0	7/27/20	7/29/20	3
IG-2020-2011	7/4/20	OSCAR MACIAS	QH	7/4/20	Whip Violation	\$250			
IG-2020-2012	7/4/20	ERIK N. ESQUEDA	QH	7/4/20	Whip Violation	\$500			
IG-2020-2013	7/7/20	SANTO SANJUR	TB	7/6/20	Whip Violation	\$250			
IG-2020-2014	7/7/20	SAMUEL MENDEZ	QH	7/4/20	Riding/Driving Infraction Violation	\$0	7/13/20	7/15/20	3
IG-2020-2015	7/7/20	SAMUEL MENDEZ	QH	7/6/20	Failure to Obey Judges/Stewards	\$100			
IG-2020-2016	7/7/20	VICTOR OLIVO	QH	7/2/20	Failure to Obey Judges/Stewards	\$1,000	7/10/20	7/19/20	10
IG-2020-2017	7/9/20	ARMANDO CARRANZA		7/7/20	Medication/Drug/Alcohol Violation (Human)	\$0			