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**BEFORE THE HORSE RACING BOARD  
STATE OF CALIFORNIA**

In the Matter of the	)	AGENCY CASE NO. SAC 07-0066
Accusation Against:	)	OAH NO. L2007100905
BRIAN KORINER,	)	STIPULATION FOR SETTLEMENT
	)	
Trainer,	)	
Respondent.	)	

WHEREAS, the parties to the captioned Accusation currently scheduled for hearing commencing March 10, 2008 desire to avoid the expense, inconvenience and uncertainty attendant upon litigation; and

WHEREAS, the parties have agreed upon the terms and conditions of settlement to resolve the captioned Accusation,

NOW THEREFORE, THE PARTIES DO STIPULATE AS FOLLOWS:

1. Brian Koriner (hereinafter "Koriner" or "Respondent") withdraws, with prejudice, his Notice of Defense and Request for Hearing, dated September 11, 2007, made in response to the captioned Accusation taken against him by the California Horse Racing Board (hereinafter "CHRB" or "Complainant").

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1           2. Respondent Koriner will make a payment of a \$5,000 fine to the CHRB. Of the total  
2 amount of the fine, \$2,500 is due within 15 days of Mr. Koriner signing the settlement  
3 agreement. The balance of \$2,500 is due prior to completion of the days served of actual  
4 suspension, pursuant to paragraph #4, below.

5           3. There will be a forty (40) day suspension of Mr. Koriner's trainer license. Thirty five  
6 (35) days of the suspension is to be stayed during a period of probation. Five (5) days of the  
7 suspension is to be actually served.

8           4. The suspension to be actually served is to be five (5) consecutive race days. The five  
9 (5) day suspension will start on a date mutually agreeable to Mr. Koriner and the CHRB, within  
10 sixty (60) days of Mr. Koriner signing the settlement agreement. If the parties cannot agree on a  
11 mutually agreeable date, CHRB will set the start date.

12           5. During the five (5) days of suspension actually served, Mr. Koriner will be denied  
13 access to California racetracks. Also, he may not profit from the winnings of any horse which  
14 had been under his care prior to the five (5) day suspension, if any such horse races during the  
15 days of suspension.

16           6. Mr. Koriner will be subject to a one year probation. The one year of probation will start  
17 on a date mutually agreeable to Mr. Koriner and the CHRB, within sixty (60) days of Mr.  
18 Koriner signing the settlement agreement. If the parties cannot agree on a mutually agreeable  
19 date, CHRB will set the start date.

20           7. If Mr. Koriner violates probation, the CHRB, after giving Mr. Koriner notice and an  
21 opportunity to be heard, may revoke probation and carry out that portion of the license  
22 suspension that was stayed.

23           8. For purposes of this matter, "violates probation" is limited to either or both of the  
24 following:

25           A) Failure to make timely payment of the amounts described in paragraph #2;

26           B) A Class 1, 2, or 3 medication violation (CHRB Regs., § 1843.2) involving a horse in  
27 Mr. Koriner's care.

28 ///

1           9. Upon successful completion of the probation, the stay of license suspension shall  
2 become permanent and Mr. Koriner's trainer's license shall be fully restored.

3           10. This settlement is a compromise resolution of a disputed matter and is not to be  
4 construed as an admission by Mr. Koriner of any personal culpability.

5           11. Mr. Koriner releases any claim that he may have to date against the CHRB or against  
6 any of its employees or agents, arising from this matter.

7           12. Each party bears its own costs and attorney fees incurred in this matter.

8           13. This agreement sets forth the entire agreement between the parties and fully  
9 supersedes any and all prior agreements or understandings, written or oral, between the parties  
10 pertaining to the subject matter of this agreement.

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DEPARTMENT OF JUSTICE

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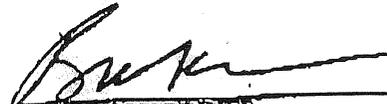
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1 14. The parties enter into this agreement freely and voluntarily and with the benefit of  
2 advice of counsel.

3 15. This agreement may be executed in counterparts, including signatures by fax.

4  
5 FOR RESPONDENT BRIAN KORINER:

6  
7 DATED: 3-1-08

  
BRIAN KORINER  
Respondent

8  
9  
10 DATED: \_\_\_\_\_

NEIL PAPIANO, ESQ.  
Attorney for Respondent.

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12  
13 FOR CALIFORNIA HORSE RACING BOARD:

14  
15 DATED: \_\_\_\_\_

RICHARD HON SMITH  
Acting Executive Director

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18 DATED: \_\_\_\_\_

RICHARD B. SHAPIRO  
Chairman

19  
20  
21 DATED: \_\_\_\_\_

DANA T. CARTOZIAN  
Deputy Attorney General,  
Attorney for Complaint

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7 DATED: \_\_\_\_\_

\_\_\_\_\_  
BRIAN KORINER  
Respondent

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9  
10 DATED: Mar. 4, 2008

\_\_\_\_\_  
NEIL PAPANO, ESQ.  
Attorney for Respondent

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13 FOR CALIFORNIA HORSE RACING BOARD:

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15 DATED: \_\_\_\_\_

\_\_\_\_\_  
RICHARD BON SMITH  
Acting Executive Director

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18 DATED: \_\_\_\_\_

\_\_\_\_\_  
RICHARD B. SHAPIRO  
Chairman

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DANA T. CARTOZIAN  
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FOR RESPONDENT BRIAN KORNER:

DATED: \_\_\_\_\_

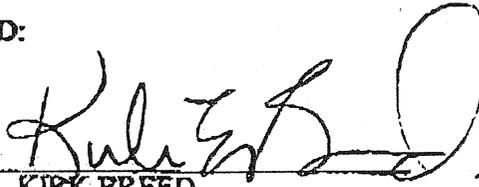
\_\_\_\_\_  
BRIAN KORNER  
Respondent

DATED: \_\_\_\_\_

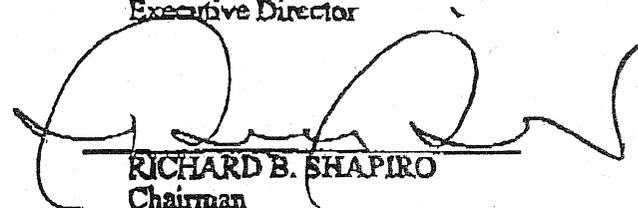
\_\_\_\_\_  
NEIL PAPIANO, ESQ.  
Attorney for Respondent

FOR CALIFORNIA HORSE RACING BOARD:

DATED: 02/29/08

  
\_\_\_\_\_  
KIRK BREED  
Executive Director

DATED: 2/29/08

  
\_\_\_\_\_  
RICHARD B. SHAPIRO  
Chairman

DATED: \_\_\_\_\_

\_\_\_\_\_  
DANA T. CARTOZIAN  
Deputy Attorney General,  
Attorney for Complaint

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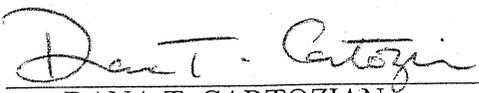
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7 DATED: \_\_\_\_\_ BRIAN KORINER  
8 Respondent

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10 DATED: \_\_\_\_\_ NEIL PAPIANO, ESQ.  
11 Attorney for Respondent

12  
13 FOR CALIFORNIA HORSE RACING BOARD:

14  
15 DATED: \_\_\_\_\_ KIRK BREED  
16 Executive Director

17  
18 DATED: \_\_\_\_\_ RICHARD B. SHAPIRO  
19 Chairman

20  
21 DATED: 3/4/08   
22 DANA T. CARTOZIAN  
23 Deputy Attorney General,  
24 Attorney for Complaint  
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