

**BEFORE THE HORSERACING INTEGRITY AND SAFETY AUTHORITY'S
ANTIDOPING AND MEDICATION CONTROL PROGRAM ARBITRATION
PANEL**

ADMINISTERED BY JAMS, CASE NO. 1501001138

In the Matter of the Arbitration Between: HORSE RACING INTEGRITY WELFARE UNIT
("HIWU" or "Agency")

Claimant

v.

DR. DONALD MCCROSKY ("Dr. MCCROSKY" or
"Respondent") Respondent

AMENDED FINAL DECISION

I, THE UNDERSIGNED ARBITRATOR, having been designated, and having been duly sworn, and having duly heard the allegations, arguments, submissions, proofs, and evidence submitted by the Parties, after a full evidentiary hearing occurring in person at the JAMS Resolution Center in Chicago, Illinois, on January 14, 2026, pursuant to the Horseracing Integrity and Safety Act of 2020 and its implementing regulations, do hereby FIND and DECIDE as follows:

I. INTRODUCTION

1.1 This case involves allegations of violation of ADMC Program Rule 3214(c) for the possession of five banned substances consisting of one partially filled bottle of Testosterone Cypionate/CHEA ("Testosterone"); two containers of Levothyroxine ("Thyro-L"); three vials of Ammonium Sulfate; One bottle of Ammonium Chloride ("P-Bloc"); and one bottle of Clodronate (Clodronic acid) ("OsPhos").

1.2 The Respondent is also charged with an allegation that the banned substance Testosterone was used in a Covered Horse, Tigger Attack. He is further charged with two instances of Tampering with Doping Control relating to the removal and repossession of one container of Thyro-L and one bottle of OsPhos from the HIWU Investigators' custody after seizure; and interfering with the Results Management process by providing false representations regarding the castration of the Covered Horse Childersattack, in a fraudulent attempt to explain why the horse tested positive for Testosterone.

1.3 The final charge against the Respondent involves an allegation of Trafficking Banned Substances, namely two syringes containing Glaucine and Testosterone.

1.4 HIWU is the United States government-recognized entity responsible for sample collection and results management in the anti-doping testing of thoroughbred racehorses in the United States, pursuant to the Horseracing Integrity Act of 2020, 15 U.S.C. secs. 3051- 3060. HIWU was represented by Allison J. Farrell, Esq., Senior Litigation Counsel of HIWU, and Carlos Sayao, Esq. of Tyr LLP, Toronto, Canada.

1.5 Dr. Donald McCrosky has been a licensed veterinarian in the state of Illinois for over fifty years. Dr. McCrosky was represented in these proceedings by Lloyd Cueto, Esq. of Belleville, Illinois.

1.6 Throughout this Final Award, HIWU and Dr. McCrosky shall be referred to individually as "Party" and collectively as "Parties".

II. THE FACTS

2.1 Below is a summary of the relevant facts and allegations based on the Parties' written submissions, pleadings, and evidence adduced at the hearing. Additional facts and allegations found in the Parties' written submissions, pleadings and evidence may be set out, where relevant, in connection with the legal discussion that follows. While the Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, the Arbitrator refers in this Final Award only to the submissions and evidence the Arbitrator considers necessary to explain his reasoning.

2.2 Most of the facts are not in dispute. Prior to the hearing, the parties submitted an Uncontested Stipulation of Facts, all of which are set forth below. Where the parties disagree on the facts, the facts as found are based on the Arbitrator's assessment of the

evidence, including the credibility of the witnesses, together with reasonable inferences drawn therefrom.

The Facts According to HIWU

2.3 On April 22, 2025, HIWU Investigator Matthew Meyer and fellow HIWU Investigator Montey Chappel conducted a search of Dr. McCrosky's minivan which was parked at the Fairmount Park Racetrack in Collinsville, Illinois. On that same day, the Investigators also conducted an interview of Dr. McCrosky.

2.4 During the Search, the Investigators found and seized the following Banned Substances from Dr. McCrosky's minivan:

- a. One partially filled 200mg/25 mg bottle of Testosterone Cypionate/DHEA, located on the floor in the rear hatch area of the minivan.
- b. Two unopened one-pound containers of Thyro-L, located on the floor in the middle seat area.
- c. Three 50 mL vials of Ammonium Sulfate, located in a cabinet in the rear of the minivan.
- d. One 100 mL bottle of P-Bloc, located in a cabinet in the rear of the minivan.
- e. One unopened bottle of OsPhos, located in the cabinet in the rear of the minivan.

2.5 The Investigators conducted the Interview of Dr. McCrosky both during the Search and afterwards in the Stewards' Office where Dr. McCrosky was given a receipt for the seized items.

2.6 During his Interview, Dr. McCrosky mentioned a prior Atypical Finding ("AF") for Testosterone in Tigger Attack, a Covered Horse medically cared for by Dr. McCrosky and owned by his wife, Lois McCrosky. Tigger Attack tested positive for Testosterone in a Post-Race Sample collected on October 29, 2024, after Race number 2 at Fairmount Park, as confirmed by the Laboratory Director, Petra Hartmann, of Industrial Laboratories for the "A" Sample, and Dr. Mary Robinson of the Pennsylvania Equine Toxicology and Research Laboratory ("PETRL").

2.7 When discussing this AF during the Interview, Dr. McCrosky admitted to administering one cc of Testosterone to Tigger Attack after being advised by a groom that the horse was not eating well. Dr. McCrosky added that he tries to make sure that he administers Testosterone no shorter than seven to ten days out from a race, and that he does not regularly use Testosterone. He described his use of Testosterone as every once in a while and only if a horse is not eating.

2.8 During the Interview, Dr. McCrosky was also served with an Equine Anti-Doping (“EAD”) Notice Letter, dated April 22, 2025, informing him that he was alleged to have Tampered with the Doping Control process. The April 2025 Notice Letter was in relation to an AF for Testosterone in Childersattack.

2.9 Like Tigger Attack, Childersattack is a Covered Horse medically cared for by Dr. McCrosky, owned by his wife, and trained by Trainer Vance Childers.

2.10 Trainer Childers, the Responsible Person for Childersattack, was served with a Notice of ATF regarding the presence of Testosterone above the Threshold for geldings on November 12, 2024.

2.11 On November 18, 2024, Dr. McCrosky sent a handwritten note to HIWU in response to the November 12, 2024, Notice of AF regarding the presence of Testosterone in Childersattack. In the note, Dr. McCrosky claimed that he had performed a castration on Childersattack in March 2022, but that the horse had one Testosterone-producing undescended testicle left intact after the castration.

2.12 On December 10, 2024, HIWU requested that Dr. McCrosky disclose Childersattack’s medical records and subsequently requested that Childersattack be made available for examination to verify the claims of the undescended testicle.

2.13 Dr. McCrosky did not respond to those claims but instead sent another handwritten note to HIWU, dated April 2, 2025, in which he wrote that the remaining testicle had been removed from Childersattack on December 2, 2024.

2.14 On April 21, 2025, Dr. Mary Scollay, HIWU’s former Chief of Science, performed a search of the InCompass database, a Jockey Club platform that serves as a repository of identifying and descriptive data concerning Covered Horses. The InCompass search result showed that Childersattack’s owner, Lois McCrosky, reported the horse as a “gelding” with a castration date of November 23, 2020. There was no indication in the InCompass search results that the horse had a remaining testicle.

2.15 Childersattack had a prior negative result (i.e. no presence of Testosterone) from a Vet's List sample collected on September 24, 2024, which according to Dr. Scollay suggested that the horse was a gelding rather than a ridgling at the time of the October 16, 2024, sample collection which had resulted in the AF for Testosterone.

2.16 On May 16, 2025, HIWU charged Dr. McCrosky with a Tampering ADRV alleging that his claims relating to Childersattack's castration were false.

2.17 On May 16, 2025, HIWU sent two additional EAD Notice Letters to Dr. McCrosky, one informing him that he had been found in Possession of the five Banned Substances located by the Investigators during the April 22, 2025, search of his minivan and that he was alleged to have Tampered with Doping Control by preventing the seizure of containers of two of those Banned Substances, and the other letter informing him that he had engaged in Use of the Banned Substance Testosterone in Tigger Attack, based on his admission to the Investigators on April 22, 2025, that he had administered one cc of Testosterone to Tigger Attack because a groom had told him that the horse was not eating well.

2.18 On June 12, 2025, HIWU charged Dr. McCrosky with five Possession, one Tampering, and one Use ADRVs.

2.19 On August 19, 2025, HIWU Investigators Matthew Meyer and Eddie Arriola conducted a compliance inspection of Trainer Isidoro Castro's tack room at Fairmount Park. During the search, the Investigators found and seized two syringes located in a grey barrel in the tack room. The two syringes were labelled "A" and "B". Syringe A also appeared to be labelled with the word "Day" and writing that appeared to indicate the word "Race".

2.20 Trainer Castro was present for the search and stated to the Investigators that he had purchased the syringes from Dr. McCrosky approximately one month prior, for the sum of \$20.00. He recalled receiving the syringes from Dr. McCrosky in a Rural King parking lot. At the time of the syringe sale, Trainer Castro was responsible for sixteen Covered Horses housed at Fairmount Park.

2.21 The two syringes were sent for forensic analysis to Equine Integrity and Anti-Doping Sciences ("EQIAS") Labs, an ADMC Program Laboratory. EQIAS' results confirmed the presence of two Banned Substances, one in each syringe. Syringe "A" contained Testosterone and Syringe "B" contained Glaucine.

2.22 On November 18, 2025, Dr. McCrosky was served with an EAD Notice Letter informing him that he was alleged to have Trafficked Banned Substances by selling the two syringes to Trainer Castro.

2.23 On November 26, 2025, HIWU charged Dr. McCrosky with one Trafficking ADRV regarding his sale of the syringes.

Other Uncontested Facts

2.24 Dr. McCrosky does not dispute that the search of his van produced the items listed by the HIWU Investigators. He states that he has operated a mobile veterinary unit which requires that he possess substances that are used for non-Covered Horses, off-track.

2.25 Dr. McCrosky admits to administering one cc of Testosterone to the Covered Horse Tigger Attack after a groom advised that he horse was not eating well. He believed that administration of Testosterone seven to ten days in advance of a race would not result in a positive test.

III. PROCEDURAL HISTORY

3.1 On April 22, 2025, Dr. McCrosky was served with an Equine Anti-Doping (“EAD”) Notice Letter in relation to an AF for Testosterone in Childersattack. Further to this Notice Letter, on May 16, 2025, Dr. McCrosky was charged with a Tampering ADRV regarding his claims relating to the castration of Childersattack.

3.2 On May 16, 2025, Dr. McCrosky received a Notice Letter informing him that he had been found in Possession of five Banned Substances located by the HIWU Investigators on April 22, 2024, during the search of his minivan, and had allegedly tampered with Doping Control by preventing the seizure of containers of two of the Banned Substances. A Notice letter was also sent to Dr. McCrosky that day, informing him that he was alleged to have committed an ADRV by using a Banned Substance on the Covered Horse, Tigger Attack.

3.3 On June 12, 2025, HIWU charged Dr. McCrosky with five Possession, one Tampering, and one Use ADRV.

3.4 On November 18, 2025, Dr. McCrosky was served with an EAD Notice Letter informing him that he was alleged to have Trafficked Banned Substances by selling the two syringes to Trainer Castro.

3.5 On November 26, 2025, HIWU charged Dr. McCrosky with one Trafficking ADRV regarding his sale of the syringes.

3.6 On August 26, 2025, Hon. Hugh L. Fraser was appointed as Arbitrator in this proceeding.

3.7 A preliminary case management hearing was held on September 2, 2025, and was attended by both parties.

3.8 On September 5, 2025, the Arbitrator issued Procedural Order No. 1, providing in pertinent part as follows.

3.9 By agreement of the Parties as established during the preliminary hearing and by Order of the Arbitrator, the following is now in effect:

1. Regarding Briefs and Exhibits

a. Each party shall serve and file electronically a prehearing Brief on all significant disputed issues, setting forth briefly the party's positions and the supporting arguments and authorities on the dates specified below:

- i. Agency's Pre-Hearing Brief: **November 21, 2025**
- ii. Respondent's Pre-Hearing Brief: **December 12, 2025**
- iii. Agency's Reply Brief: **January 9, 2026**

b. The parties shall submit their exhibits to be used at the hearing, electronically to the Arbitrator and to the other party on the dates their respective initial pre-hearing briefs are due. The parties shall also include with their respective submissions an index to the exhibits. All briefs, and any witness statements, shall be transmitted electronically in MS Word versions to the Arbitrator. The parties pre-hearing submission briefs shall not exceed 30 double-spaced single-sided pages and shall include all exhibits, schedules, witness statements, experts reports, and all other evidence that they intend to rely on at the hearing.

c. The Claimant shall use letters and the Respondent shall use numbers to mark their exhibits. To the extent that one party has submitted an exhibit that another party also intends to use (such as the World Anti-Doping Code or the USADA Protocol), the other should not include a second copy of that document in its own exhibits but should

otherwise refer to the exhibit submitted by the other side. The Parties shall endeavor to agree on a joint set of exhibits to minimize duplication. If possible, to make the hearing proceed more efficiently electronically, the Parties shall file their exhibits as an indexed .pdf file such that the Arbitrator and any Party can click on the index and be taken directly to the exhibit within the .pdf file of all exhibits.

2. Regarding Stipulations of Uncontested Facts and Procedure

a. In each case, if they are able to agree, the Parties shall submit a Stipulation of Uncontested Facts **on or before the date on which the first pre-hearing brief is due from the Respondent.**

b. The Parties shall, in advance of the hearing, and **no later than 48 hours before the hearing**, agree upon and submit to the Arbitrator the order of witnesses expected to testify at the hearing that they have been able to agree upon; if the Parties are unable to so agree, they shall submit their respective positions by said deadline.

3. Regarding Witnesses

a. The Respondent shall serve and file a disclosure of all witnesses reasonably expected to be called by him **on or before the due date of his pre-hearing brief.**

b. The Claimant shall serve and file a disclosure of all witnesses they reasonably expect to call on **or before the due date of its pre-hearing reply brief.**

c. The disclosure of witnesses shall include the full name of each witness, a short summary of anticipated testimony sufficient to give notice to the other side of the general areas in which testimony shall be given, copies of experts' reports and a written C.V. of any experts. If certain required information is not available, the disclosures shall so state. Each party shall be responsible for updating its disclosures as such information becomes available. The duty to update the information continues up to and including the date that hearing(s) in this matter terminate. The Arbitrator encourages the Parties to submit sworn witness statements which would constitute their direct testimony, requiring only cross-examination after a witness confirms their witness statement.

d. The parties shall coordinate and make arrangements to schedule the attendance of witnesses at the Hearing so that the case can proceed with all due expedition and without any necessary delay.

4. Regarding the Hearing

The Hearing in this matter will commence before the Arbitrator on **January 14, 2026**, starting at 9:00 a.m. The hearing will continue on January 15, 2026, if additional time is required. The hearing will take place in Chicago, at the JAMS Resolution Center, 71 S. Wacker Drive, Suite 2400, Chicago, Illinois 60606.

5. Regarding Submission of Documents

All documents due to be submitted hereunder shall be submitted electronically by email to the Arbitrator at hfraser@jamsadr.com using the JAMS Access system. The Parties shall not communicate with the Arbitrator directly and alone; all communications with the Arbitrator are to be copied to the opposing party, and the JAMS case manager, at the same time as the communications are made to the Arbitrator and in the same form.

6. Further Disputes Process

To the extent any dispute arises between the Parties beyond what has been stated already, any Party wishing to bring that dispute to the attention of the Arbitrator shall do so promptly, after such dispute arises by sending a brief email to the Arbitrator, copied to the other side and JAMS (and filed on the JAMS Access system), outlining in basic, brief, general terms, the nature of the dispute and their position thereon. There shall be no response to that email. The Arbitrator will, based on these two emails, determine the next steps with respect to resolving the dispute.

7. Miscellaneous Provisions

a. All deadlines and requirements stated herein will be strictly enforced. Any deviation requires the permission of the Arbitrator based on a showing of good cause by the Party seeking an extension of time.

b. This order shall continue in effect unless and until amended by subsequent order of the Arbitrator.

c. Unless specified otherwise herein, for all deadlines for any Party to take any action under this Order, the time by which such action shall be due for each such designated action shall be **midnight Pacific Time** on the date given.

d. The Parties' attention is drawn to the relevant provisions of the procedural rules that limit the liability of the Arbitrator in these proceedings. The Arbitrator agrees to participate in these proceedings on the basis that, and in reliance on the fact that, those provisions apply and the Parties agree to be bound by them. If any Party disagrees that

those provisions apply here, they must notify the Arbitrator **within seven (7) days of the date of this order** in writing.

3.10 On November 19, 2025, HIWU requested that the new Trafficking charge be added to the proceedings and consolidated with the other charges. Dr. McCrosky did not oppose this request and the Arbitrator agreed with the joint request from the parties to amend the document exchange date as follows:

- i. **December 5, 2025** - HIWU brief due on all charges
- ii. **December 23, 2025** - Respondent brief due on all charges
- iii. **January 5, 2026** - HIWU reply due on all charges

3.11 On November 26, 2025, the Arbitrator issued Procedural Order No. 2 which confirmed that the hearing in this matter would take place on January 14, 15, 2026, commencing at 9:00 a.m. in person at the JAMS Resolution Center, Chicago, Illinois.

3.12 On December 23, 2025, Counsel for the Respondent brought an application for a continuance of the hearing scheduled for January 14, 15, 2026, as Dr. McCrosky had a family commitment that would prevent him from attending the hearing in person and which required him to be out of the state until February 17, 2026.

3.13 On December 23, 2025, HIWU submitted its response to the adjournment request. HIWU expressed a strong desire to maintain the original hearing dates of January 14, 15, 2026, and suggested that the Respondent could be accommodated by appearing virtually from whatever location he found himself in on January 14, 2026.

3.14 On December 23, 2025, the Arbitrator denied the Respondent's motion for continuance, finding that the reasons given for the continuance request did not meet the exceptional circumstances threshold.

3.15 The evidentiary hearing proceeded as scheduled on January 14, 2026, at the JAMS Resolution Center, Chicago, Illinois, commencing at 9:00 a.m. (MT) in accordance with an agreed upon hearing schedule.

3.16 HIWU was represented in person at the hearing by Allison J. Farrell, Esq. and Carlos Sayao, Esq. of Tyr LLP. Lloyd Cueto, Esq. appeared for Dr. Donald McCrosky.

3.17 The Agency called three witnesses during the hearing, Matthew Meyer, Dr. Mary Scollay, and Daniel Mathis. The witness statements of Dr. Mary Robinson and Petra

Hartman were admitted into evidence by the Respondent and they were therefore not called as witnesses by HIWU. The Respondent, Dr. Donald McCrosky, appeared virtually during the afternoon portion of the hearing and testified on his own behalf. He was the only Respondent witness.

3.18 With the completion of closing arguments on the first day, the hearing was declared closed.

IV. **JURISDICTION**

4.1 HIWU was created pursuant to the Horseracing Integrity and Safety Act of 2020, 15 U.S.C. secs. 3051-3060 (“Act”), and is charged with administering the rules and enforcement mechanisms of the Horseracing Integrity and Safety Authority’s (“HISA”) Anti-Doping and Medication Control Program (“ADMC Program”). The ADMC Program was created pursuant to the Act, approved by the Federal Trade Commission on March 27, 2023, and implemented on May 22, 2023. See 88 Fed. Reg. 5084-5201 (January 26, 2023). The ADMC Program sets out the applicable rules that govern this proceeding and ground the jurisdiction of the Panel over all participants. Rule 3020 provides that the anti-doping rules set out in the ADMC Program apply to and are binding on violations by Covered Persons, and Covered Persons are defined under ADMC Program Rule 1020.

4.2 There is no dispute that Dr. McCrosky is a Veterinarian, and by definition, a Covered Person under ADMC Program Rule 3020(a)(3). Rule 1020 defines a Veterinarian as “a licensed veterinarian who provides veterinary services to Covered Horses”.

4.3 The Rule 7000 Series of the ADMC Program sets out the arbitration procedures governing a charged violation of the ADMC Program, providing as follows:

Rule 7020. Delegation of Duties

(a) Subject to Rule 3249, Anti-Doping Rule Violations arising out of the Rule 3000 Series and violations of Rule 3229 (together, “EAD Violations”) shall be adjudicated by an independent arbitral body (the “Arbitral Body”) in accordance with the Rule 3000 Series and these Arbitration Procedures. The Arbitral Body may also adjudicate any other matter referred to it under the Protocol, and any other matter that might arise from time to time under the Protocol that the Agency considers should be determined by the Arbitral Body.”

4.4 Where the Agency issues a Charge Letter effecting charges on a Covered Person, arbitral proceedings are initiated pursuant to Rule 7060:

“Rule 7060. Initiation by the Agency

- i. EAD Violations. Unless Rule 3249 applies, if the Agency charges a Covered Person with an EAD Violation, the Agency shall initiate proceedings with the Arbitral Body. If a Covered Person is charged with both an EAD Violation and an ECM or Other Violation, the procedures for EAD Violations apply. The parties to the proceeding shall be the Agency and the Covered Person(s) charged. The Owner and the Authority shall be invited to join in the proceedings as observers and, if accepted as such, receive copies of the filings in the case. In the context of EAD Violation cases, the Owner may be permitted to intervene and make written or oral submissions.”

4.5 As the Arbitral Body selected by mutual agreement of the Authority and Agency, JAMS has jurisdiction to adjudicate any ADRV matter that arises from the Rule 3000 Series of the Program.

4.6 In this case, arbitration proceedings were commenced before JAMS, the designated arbitration provider. No Party disputed jurisdiction.

4.7 Accordingly, the Arbitrator finds that he has been duly assigned by JAMS and has jurisdiction to adjudicate this dispute.

V. **RELEVANT LEGAL STANDARDS**

5.1 These proceedings are governed fully and exclusively by the ADMC Program. The Preamble and Rule 3010(f) expressly state that the ADMC Program pre-empts state laws. Rule 3070(b) provides that “subject to Rule 3070(d) the Protocol shall be interpreted as an independent and autonomous text and not by reference to existing law or statutes”.

5.2 Rule 3070(d) further provides that:

The World Anti-Doping Code and related International Standards, procedures, documents, and practices,...the comments annotating provisions of the WADA Code program, and any case law interpreting or applying any provisions, comments or other aspects of the WADA Code Program, may be considered when adjudicating cases relating to the Protocol, where appropriate.

5.3 The jurisprudence interpreting and applying the WADC (commonly referred to as the *lex sportiva*) is of great assistance in applying the relevant legal standards. There is a well-established body of international anti-doping jurisprudence from specialized sporting arbitral tribunals including the international leader, the Court of Arbitration for Sport (the “CAS”) which can inform the interpretation of the ADMC Program.

5.4 Pursuant to ADMC Program Rule 3223, the Ineligibility, and financial penalties for a first Anti-Doping Rule Violation of Rule 3214(a) are:

- a. Two (2) years of Ineligibility, and
- b. A “Fine up to \$25,000 . . . and Payment of some or all of the adjudication costs and [HIWU]’s legal costs.”

5.5 Where a Violation of the ADMC Program is established, the Covered Person may be entitled to a mitigation of the applicable Consequences, only where he establishes on a balance of probabilities, that he acted with either No Fault or Negligence, or No Significant Fault or Negligence. Fault is defined in the ADMC Program as:

“any breach of duty or any lack of care appropriate to a particular situation. Factors to be taken into consideration in assessing a Covered Person’s degree of Fault include (but are not limited to) the Covered Person’s experience and special considerations such as impairment, the degree of risk that should have been perceived by the Covered Person, and the level of care and investigation exercised by the Covered Person in relation to what should have been the perceived level of risk. With respect to supervision, factors to be taken into consideration are the degree to which the Covered Person conducted appropriate due diligence, educated, supervised, and monitored Covered Persons (including Veterinarians), employees, personnel, agents, and other Persons involved in any way with the care, treatment, training, or racing of his or her Covered Horses, and created and maintained systems to ensure compliance with the Protocol. In assessing the Covered Person’s degree of Fault, the circumstances considered must be specific and relevant to explain the Covered Person’s departure from the expected standard of behavior. Thus, for example, the fact that the Covered Person would lose the opportunity to earn large sums of money during a period of Ineligibility, or the fact that the Covered Person or Covered Horse only has a short time left in a career, or the timing of the horseracing calendar, would not be relevant factors to be considered in reducing the period of Ineligibility based on degree of Fault.”

5.6 ADMC Program Rule 3224 permits the reduction of sanctions where there is No Fault or Negligence, as follows:

“Rule 3224. Elimination of the Period of Ineligibility Where There Is No Fault or Negligence (a) If a Covered Person establishes in an individual case that he or she bears No Fault or Negligence for the Anti-Doping Rule Violation(s) charged, the otherwise applicable period of Ineligibility and other Consequences for such Covered Person shall be eliminated (except for those set out in Rule 3221(a) and Rule 3620)... (b) Rule 3224 only applies in exceptional circumstances...”

5.7 No Fault or Negligence is defined by the ADMC Program as:

“the Covered Person establishing that he or she did not know or suspect, and could not reasonably have known or suspected, even with the exercise of utmost caution, that he or she had administered to the Covered Horse (or that the Covered Horse’s system otherwise contained) a Banned Substance or a Controlled Medication Substance, or that he or she had Used on the Covered Horse a Banned Method or a Controlled Medication Method, or otherwise committed an Anti-Doping Rule Violation or Controlled Medication Rule Violation. For any violation of Rule 3212 or Rule 3312, the Covered Person must also establish how the Prohibited Substance entered the Covered Horse’s system in order to establish No Fault or Negligence.”

5.8 ADMC Program Rule 3225 also allows for the reduction of sanctions where there is No Significant Fault or Negligence, as follows:

“Rule 3225. Reduction of the Period of Ineligibility Where There Is No Significant Fault or Negligence Reductions under this Rule 3225 are mutually exclusive and not cumulative, i.e., no more than one of them may be applied in a particular case.

(a) General rule.

Where the Covered Person establishes that he or she bears No Significant Fault or Negligence for the Anti-Doping Rule Violation in question, then... the period of Ineligibility shall be fixed between 3 months and 2 years, depending on the Covered Person’s degree of Fault.”

5.9 No Significant Fault or Negligence is defined in the ADMC Program as:

“the Covered Person establishing that his or her fault or negligence, when viewed in the totality of the circumstances and taking into account the criteria for No Fault or Negligence, was not significant in relationship to the Anti-Doping Rule Violation or Controlled Medication Rule Violation in question. For any violation of Rule 3212 or 3312, the Covered Person must also establish how the Prohibited Substance entered the Covered Horse’s system in order to establish No Significant Fault or Negligence.”

VI. THE PARTIES’ CONTENTIONS AND CLAIMS FOR RELIEF

6.1 The Parties asserted various arguments in their pre-hearing briefs and at the hearing. Their fundamental positions are summarized below. To the extent necessary, the Arbitrator will address various arguments that were made in the Analysis section below.

HIWU’s Contentions

6.2 HIWU’s position may be summarized as follows:

(a) ADMC Program Rule 3040 sets out certain obligations of the Respondent, as a Covered Person to be knowledgeable and to comply with the Protocol. Section (a) states that:

It is the personal responsibility of each Covered Person:

To be knowledgeable of and to comply with the Protocol and related rules at all times. All Covered Persons shall be bound by the Protocol and any revisions thereto, from the date they go into effect, without further formality. It is the responsibility of all Covered Persons to familiarize themselves with the most up-to-date version of the Protocol and related rules and all revisions thereto;

(b) Under the ADMC Program, Possession of a Banned Substance is established (in the absence of a “compelling justification”) in four circumstances:

- a. By the act of purchasing (including by any electronic or other means) a Banned Substance or Banned Method;
- b. Where the Covered Person has actual physical possession of the Banned Substance;

- c. Where the Covered Person has exclusive control or intends to exercise exclusive control over either (i) the Banned Substance or (ii) the premises where the Banned Substance is located; or
 - d. If the Covered Person does not have exclusive control over the Banned Substance or the premises where the substance is located, constructive possession will be established if the Covered Person knew of the presence of the substance and intended to exercise control over it.
- (c) Possession is a strict liability offence that does not require proof of intent to possess or knowledge of possession.
- (d) The Respondent had exclusive control over the Banned Substances and/or the premises where they were located, namely his minivan based on the following evidence:
- a. These Banned Substances were found by HIWU Investigators during a search of Dr. McCrosky's minivan at Fairmount Park on April 22, 2025.
 - b. Prior to the search of Dr. McCrosky's minivan, he advised the HIWU Investigators that he had a bottle of Testosterone and Thyro-L in his vehicle;
 - c. Following the search of Dr. McCrosky's minivan, Dr. McCrosky repossessed one of the two containers of Thyro-L and the OsPhos, against the warnings of HIWU Investigators not to do so.
- (e) Once the act of Possession is established, the Covered Person has the onus to establish "compelling justification" for Possession under Rule 3214 (a). Prior cases have affirmed that the compelling justification defense is fact-driven and case specific, and an exception that should be interpreted restrictively.
- (f) A veterinarian such as Dr. McCrosky might argue that a Banned Substance was possessed for a non-Covered Horse or other animal and a compelling justification could be determined if sufficiently established with evidence. However, as the Arbitrator in *HIWU v. Dr. Scott Shell, JAMS Case 1501000653*, found, a bald assertion that a Veterinarian's practice includes non-Covered Horses is insufficient to establish a compelling justification for Possession "without evidence of the need to keep the Banned Substances at [a] Covered racetrack for use with Non-Covered horses".
- (g) Relevant and material evidence with respect to each Banned Substance seized is required, having regard to the distinct medical validity, regulatory status, and intended uses of each Substance. Veterinarians have an obligation to produce medical records

sufficient to establish they have a non-Covered Horse practice which required carrying each Banned Substance found at that specific time and location.

(h) It is therefore contended that Dr. McCrosky must adduce “relevant and material” evidence such as medical records to demonstrate a compelling justification for each of the Banned Substances possessed. Dr. McCrosky has not proffered any reliable evidence demonstrating legitimate use of the Banned Substances in his Possession for a non-Covered practice. The explanations given by Dr. McCrosky come nowhere near to meeting the high threshold of compelling justification and pertain only to admitted use on at least one Covered Horse, Tigger Attack, or constitute unparticularized claims of intended use with no supporting medical records or reliable evidence to demonstrate any link to a non-Covered Practice.

(i) To permit any Veterinarian to carry Banned Substances at Covered Race Tracks at any time based upon the Veterinarian’s unsubstantiated claim of a hypothetical or unparticularized non-Covered practice would effectively eviscerate the Possession ADRV as it applies to Veterinarians and materially undermine the objectives of the ADMC Program.

(j) HIWU’s authority to charge separate violations for each Banned Substance found in the Possession of a Covered Person was confirmed by Administrative Law Judge Himes of the Federal Trade Commission *In the Matter of Dr. Scott Shell, DVM*. It is now settled law that HIWU can properly charge a separate Possession ADRV for each Banned Substance and that separate Consequences are imposed for each ADRV, subject to possible adjustment of the proportionality of the global sanction in relation to the specific facts of each case.

(k) Use can be proven by any reliable means including admissions, witness testimony, and documentary evidence. Arbitrator Holtz found in *HIWU v. Efren Loza, Jr. JAMS Case 1501001014*, that Use can also be proven by circumstantial evidence, provided that such evidence reasonably supports the inference that the Covered Person used the Prohibited Substance in relation to the Covered Horse as alleged.

(l) The following evidence will demonstrate that Dr. McCrosky committed the Use ADRV by using Testosterone on the Covered Horse, Tigger Attack:

- a. Tigger Attack received an AF for Testosterone from a sample collected on October 29, 2024, as confirmed by laboratory test results from Industrial and PETRL.

b. On April 22, 2025, in discussing this AF during his interview, Dr. McCrosky admitted to HIWU Investigators that he administered Testosterone to Tigger Attack after the Covered Horse's groom told him that Tigger Attack was not eating. Dr. McCrosky further stated that when he administers Testosterone to Covered Horses he tries to make sure that the administers the Testosterone seven (7) to ten (10) days ahead of a race, and that he does not regularly administer Testosterone but will administer it if a horse is not eating.

(m) Dr. McCrosky has committed two Tampering ADRVs. Pursuant to Rule 3216, Tampering or Attempted Tampering by a Covered Person with any part of Doping Control or Medication Control constitutes an ADRV.

(n) Tampering is defined in the ADCM Program Rule 1020 as "intentional conduct that subverts the Doping Control [...] process, but that would not otherwise be included in the definition of Prohibited Methods." Examples of Tampering include, among other things: "falsifying documents submitted to the Agency [...], committing any other fraudulent act upon the Agency [...] to affect Results Management or the imposition of Consequences, and any other similar interference or attempted interference with any aspect of Doping Control or Medication Control".

(o) Tampering is not a strict liability offence. HIWU must prove not only that the Covered Person in fact subverted the Doping Control process, which includes Investigations, but also that they intended to do so. A Tampering ADRV will not be upheld if the Covered Person can establish an "acceptable justification" for the conduct in question.

(p) Despite clear and repeated warnings from HIWU Investigators, Dr. McCrosky repossessed one container of Thyro-L and one bottle of OsPhos that Investigators had found during the Search, and prevented these Substances from being seized. Prior to repossessing the Banned Substances, Dr. McCrosky asserted that he did not want a receipt for the Thyro-L and the OsPhos as they were intended for off-track use. He further claimed that the OsPhos was quite expensive, at \$300 per bottle, and he needed it the following day. After repossessing the previously seized Banned Substances, Dr. McCrosky left and never returned.

(q) Dr. McCrosky's deliberate conduct interfered improperly with and obstructed the Doping Control process, specifically the Search, Investigation, and Results Management of his Possession ADRVs.

(r) Dr. McCrosky's alleged "reckless self-help" actions of repossessing seized Banned Substances in the face of multiple warnings from HIWU Investigators is defiant and reprehensible conduct as confirmed by the *lex sportiva*. In the well-known case of *WADA v. Sun Yang and FINA*, the Court of Arbitration for Sport upheld a Tampering ADRV under the WADC program against an experienced elite Chinese swimmer who prevented his blood samples from being taken by doping control officers, including by having the glass vials smashed by his security guard. The swimmer claimed he was doing so because of irregularities in the sample collection process, more particularly, improper authorization and credentials of the doping control officers. The CAS Panel disagreed, holding as follows:

372. The uncontroverted facts are these. The Athlete was told numerous times the samples had to leave with the DCO [Doping Control Officer]. He refused this. A last-ditch bid at persuading the Athlete's entourage, perhaps, ill-advised, ended in a sample's destruction. The DCO multiple times tried to notify the Athlete of the potential consequences that this could entail. At the very least, these facts should have created questions in the Athlete's mind whether his chosen course of action was correct. That he pressed forward undeterred was, as the FINA Doping Panel held, "foolish in the extreme."

373. The Sample Collection of 4-5 September 2018, was not pristine. Neither, however, was it of a kind whose illegitimacy was so manifest that the Athlete's dramatic conduct could find compelling justification in the World Anti-Doping Code. The FINA Doping Panel correctly diagnosed the Athlete's conduct as a "gamble". It was the wrong gamble to take.

374. In light of the foregoing analysis, the Panel is comfortably satisfied that the Athlete violated Article 2.5 of the FINA DC ("Tampering or Alleged Tampering with any Part of Doping Control by an Athlete or Other Person"), at latest beginning with his refusal to allow the blood samples to leave with the Sample Collection Personnel.

(s) Dr. McCrosky's decision to take back the seized Banned Substances to allegedly avoid losing money from their seizure, in the face of repeated warnings from HIWU Investigators, can be analogized to Sun Yang's "self-help" decision to put an end to what he considered an improper doping control session, despite doping officials advising of the potential consequences. Like Sun Yang's decision, Dr. McCrosky's decision was "foolish in the extreme" and the "wrong gamble to take" and his conduct constitutes Tampering under the ADMC Program.

(t) In response to the November 2024 Notice Letter for Childersattack, who was under Dr. McCrosky's medical care and is owned by his wife, Dr. McCrosky sent HIWU a handwritten note, dated November 18, 2024, in which he claimed he had performed a castration on Childersattack in March 2022, leaving Childersattack with one remaining testicle, thus explaining the Testosterone present in Childersattack's October 16, 2024, Sample.

(u) Dr. McCrosky's assertion is demonstrably false for the following reasons:

- a. Childersattack tested negative for Testosterone on September 24, 2024, just three weeks before the October 16 Testosterone AF. According to Dr. Scollay, this prior negative result strongly suggests that the horse was a gelding (i.e. fully castrated) rather than a ridgling and was administered Testosterone at some point between September 24 and October 16, 2024.
- b. Searches performed of the InCompass data base and the HISA Portal by Dr. Scollay and Investigator Meyer, showed no evidence of Childersattack being castrated in March 2022, as claimed by Dr. McCrosky, let alone any evidence that the castration resulted in Childersattack having a remaining testicle. The InCompass database in fact, shows that Childersattack was gelded (i.e. fully castrated) on November 23, 2020, some sixteen months before Dr. McCrosky claims to have performed his partial castration.
- c. Dr. McCrosky spoliated any evidence of Childersattack's alleged retained testicle after he received the November 2024, Notice Letter regarding Childersattack's Testosterone AF. Not only did Dr. McCrosky refuse to respond to HIWU's requests for medical records and to submit the horse to veterinary examinations that could demonstrate the existence of a retained testicle, Dr. McCrosky confirmed to HIWU that Childersattack's remaining testicle had been removed in a procedure on December 2, 2024. The Arbitrator should draw a strong adverse inference against Dr. McCrosky as a result of his spoliation of evidence.

(v) Dr. McCrosky's patently false statements to HIWU Investigators and spoliation of evidence regarding the source of Childersattack's Testosterone AF constitutes fraudulent conduct intended to interfere with and obstruct the Results Management process concerning Childersattack's AF.

(w) The *lex sportiva* makes it clear that knowingly or willingly submitting manipulated or falsified documents in the context of the Doping Control Process with the intention of explaining away a possible violation of the Rules is sufficient to establish the ADRV of Tampering. This is exactly what Dr. McCrosky did. He only submitted his false representations concerning the supposed remaining testicle in an attempt to explain the Atypical Notice sent to Trainer Vance Childers, and he obviously intended the statements to be relied on by HIWU to exculpate Trainer Childers and benefit Dr. McCrosky's wife, who is the Owner of Childersattack.

(x) It is also submitted that Dr. McCrosky has committed a Trafficking ADRV in contravention of Rule 3214(b), Trafficking or Attempted Trafficking of any Banned Substance by a Covered Person.

(y) Program Rule 1020 defines trafficking as "selling, giving, transporting, sending, delivering, or distributing by any means a Banned Substance or Banned Method to any other Person, or Possessing a Banned Substance or Banned Method for any such purpose.

(z) Notably, Trafficking excludes actions of "bona fide" medical personnel for genuine and legal therapeutic purposes or other "acceptable justifications".

(aa) To establish a Trafficking ADRV, HIWU must prove that the Covered Person's conduct was conscious and deliberate. HIWU does not have to prove that the Covered Person knew that the acts alleged would constitute an ADRV.

(bb) The following evidence demonstrates that Dr. McCrosky committed a Trafficking ADRV by selling two syringes containing the Banned Substances, Testosterone and Glaucine, to Trainer Castro, a Covered Person:

- a. On August 19, 2025, HIWU Investigators located two syringes that appeared to be intentionally concealed within a barrel in Trainer Castro's tack room. The syringes were seized and subsequently sent for forensic analysis to EQIAS. The laboratory results indicated that the syringes contained Banned Substances: Glaucine in one syringe and Testosterone in the other syringe.
- b. Trainer Castro, who was present for the search of his tack room, stated to HIWU Investigators on two separate occasions that he purchased the syringes directly from Dr. McCrosky. Trainer Castro said he bought the syringes from Dr. McCrosky in a Rural King parking lot approximately one (1) month prior to the search, for \$20.00.

c. Dr. McCrosky admits to selling two loaded syringes to Trainer Castro but claims that he did not know they contained Banned Substances and that he had a “genuine and legal therapeutic purpose” for the sale. Both of these claims are wishful thinking.

(cc) No credible Veterinarian would be unaware of the contents of an injectable intended for any animal, particularly a Covered Horse subject to the ADMC Program Rules. Dr. McCrosky would be a grossly negligent Veterinarian if he was in fact selling loaded syringes without knowing their contents.

(dd) Even if Dr. McCrosky was mistaken as to the contents of the syringes, Covered Persons such as Trainer Castro cannot possess or use injectables on Race Track grounds, meaning that Dr. McCrosky did not have a legal justification for the sale of the syringes to Trainer Castro.

(ee) Daniel Mathis, a member of the security team responsible for enforcing the rules at Fairmount Park observes that it is a violation of both HISA Rules and the Illinois Racing Board (“IRB”) rules applicable at Fairmount Park and other race tracks in Illinois, for any person, other than a Veterinarian, to possess syringes or other injectables on racetrack grounds.

(ff) Pursuant to the ADMC Program Rules, the presumptive Consequences for a first violation for each of the Possession, Use, Tampering, and Trafficking ADRV’s committed by Dr. McCrosky are as follows with respect to the period of Ineligibility and the amount of the fine.

| ADRV | Ineligibility on Covered Person | Fine |
|-------------------------------|--|----------------|
| Possession (Testosterone) | 2 years | Up to \$25,000 |
| Possession (Thyro-L) | 2 years | Up to \$25,000 |
| Possession (Ammonium Sulfate) | 2 years | Up to \$25,000 |
| Possession (P-Bloc) | 2 years | Up to \$25,000 |

| | | |
|---|---|--|
| Possession (OsPhos) | 2 years | Up to \$25,000 |
| Use (Testosterone) | 2 years | Up to \$25,000 or 25% of purse, whichever is greater |
| Tampering (Repossession of Banned Substances) | 4 years | Up to \$50,000 |
| Tampering (False Representations) | 4 years | Up to \$50,000 |
| Trafficking | Minimum 4 years and up to lifetime, depending on seriousness of the violation | Up to \$50,000 |

(gg) Where an ADRV is established, the burden shifts to Dr. McCrosky to attempt to mitigate these presumptive Consequences by establishing on a balance of probabilities that he acted with either No Fault or No Significant Fault. The Fault analysis is specific to each ADRV.

(hh) The concept of “Fault” as defined in the ADMC Program (and consistent with the *lex sportiva*) is focused on the specific conduct of the individual in question and is not concerned with the impact of the penalties that might be imposed on them. Corollary considerations such as the ex-post economic impact on Covered Persons of the imposed sanctions are irrelevant factors in reducing potential Ineligibility based on degree of Fault.

(ii) The Court of Arbitration for Sport has consistently held that No Significant Fault is reserved for exceptional circumstances. As an example, the CAS Panel in *FIS v. Therese Johaug & NIF* held that:

A period of ineligibility can be reduced based on No Significant Fault only in cases where the circumstances that justify deviation from the duty of “utmost care” are truly exceptional.

(jj) In the ADMC case of *HIWU v. Poole* Arbitrator Benz confirmed that the No Significant Fault analysis requires a consideration of both “objective” and “subjective” elements of Fault, with objective elements being at the forefront. In so doing, Arbitrator Benz established three Ineligibility ranges for violations of the Program, relying on the approach adopted by the CAS in the well-known anti-doping case of *Cilic v. International Tennis Federation, CAS 2013/A/3327*.

(kk) Rule 3223 provides the Arbitrator with discretion when imposing Financial Consequences, and particularly the quantum of the fine, for ADRVs. ADMC Program jurisprudence affirms the principle that the Financial Consequences of an ADRV are said to “follow the fault”. Therefore the amount of the imposed fine under the allowed range should be commensurate with the degree of Fault found (i.e., the greater the fault, the greater the fine).

(ll) HIWU submits that Dr. McCrosky engaged in egregious, intentional, and in some cases fraudulent disregard for the ADMC Program Rules and their overarching objectives of horse welfare and integrity of the Thoroughbred racing industry.

(mm) HIWU seeks to have sanctions imposed on Dr. McCrosky separately for each of the nine ADRVs committed and for those sanctions to be cumulative. HIWU submits that the global Consequences sought by the Claimant of twenty-four years of Ineligibility and a \$300,000 fine are proportionate given the totality of the circumstances, and in particular, the shocking nature of Dr. McCrosky’s misconduct.

(nn) The Claimant observes that the proportionality analysis contained in the Shell ALJ Possession Decision highlights relevant factors in evaluating the proportionality of the global sanction. Key factors include (i) previous sanctions imposed on the Covered Person; and (ii) whether the effects of the sanctions on the Covered Person’s career are proportionate to the nature and severity of the conduct at issue.

(oo) The Claimant states that Dr. McCrosky has a history of prior ADMC Program violations and sanctions including:

- a. In March 2024, he was charged with and admitted to a violation of Rule 3510 (a) involving disruptive or offensive Conduct and accepted a period of Ineligibility of thirty days and a fine of \$2,500; and
- b. In May 2024, he was charged with and admitted to a violation of Rule 3329 (a) for violating his prior 30-day period of Ineligibility and accepted a second period of Ineligibility of thirty days and a second fine of \$2,500.

(pp) HIWU argues that Dr. McCrosky’s conduct resulting in nine ADRVs, is intentional, egregious, fraudulent, and possibly criminal in respect of Trafficking in Testosterone, which is a Schedule III substance under the Controlled Substances Act. The Agency maintains that this behaviour falls at the most extreme end of the spectrum of severity and calls for an equally severe sanction.

(qq) HIWU submits that even if imposing consecutive Ineligibility for Dr. McCrosky’s ADRV would amount to ending his practice in the HISA-covered racing

industry, such an outcome is warranted in light of the gravity of his actions and his flagrant disregard for the ADMC Program Rules. HIWU also submits that Dr. McCrosky if he wishes, would still be able to continue his veterinary practice, but only on non-Covered Horses and other animals, thereby minimizing any negative effect on his livelihood that might be asserted.

(rr) The Claimant submits that the Trafficking charge by itself can be serious enough to warrant the termination of a Veterinarian's Covered practice. HIWU adds that the drafters of the ADMC Program Rules intended that Trafficking combined with multiple other ADRVs, particularly intentional Tampering ADRVs, could also give rise to career-ending sanctions in appropriate cases such as this one.

(ss) Based on the above submissions, HIWU seeks the imposition of a twenty-four year period of Ineligibility and a \$300,000 fine on Dr. McCrosky (the cumulative effect of the nine ADRVs), payment of the full adjudication costs, Public Disclosure pursuant to ADMC Program Rule 3620, and any other remedy which the Arbitrator considers just and appropriate in the circumstances.

6.3 **Dr. McCrosky's Contentions**

The Respondent's position may be summarized as follows:

1. Dr. McCrosky maintains that the crucial question to be answered in this case is whether his intended use of the Banned Substances related to non-Covered Horses, thereby justifying the location of the possession of those substances.
2. Dr. McCrosky submits that the substances found in his mobile veterinary unit were for non-Covered Horses (i.e., off-track) veterinary use. The explanation given by the Respondent for being in possession of the various substances is as follows:
 - a. Thyro-L – Dr. McCrosky explicitly stated it was for a client (Katie Nelson) who was “not associated with the Fairmount Park racetrack” and supported this with a text message requesting additional Thyro-L. This directly asserts a compelling justification for possession for a non-Covered Horse practice.
 - b. OsPhos – Dr. McCrosky explicitly stated it was for a client (Michelle Crowder) who was “not associated with the Fairmount Park racetrack”. He emphasized the cost (\$300) and urgent need for the “following day”.

This indicates a reliance on the item for a legitimate, time-sensitive, non-doping purpose.

- c. Ammonium Sulfate & P-Bloc – Dr. McCrosky advised that the Ammonium Sulphate was used during castrations and P-Bloc (Ammonium Chloride) was used for nerve-blocking. These are legitimate, specific veterinary uses. As the location was his mobile veterinary unit at a racetrack, the context of possession for his broader practice provides a plausible case for compelling justification, countering the automatic finding of an ADRV.
 - d. Testosterone – Dr. McCrosky admitted to using a portion of the bottle on Tigger Attack. The remaining portion was possessed for other potential, non-prohibited uses within his practice. This must be weighed against the strict liability element.
- 3. The Respondent submits that the establishment of a compelling justification for each substance should lead to the dismissal of the relevant Possession ADRV.
 - 4. Dr. McCrosky acknowledges that he administered one cc of Testosterone to the Covered Horse, Tigger Attack after being advised that the horse was not eating well, but the Respondent argues that his admitted belief that he administered the substance sufficiently in advance of a race (7-10 days prior) suggests a misunderstanding of clearance time for the banned substance, or a lapse in veterinary judgement, rather than deliberate egregious cheating. Dr. McCrosky argues that this mistaken belief distinguishes the act as one of Negligence rather than a willful violation.
 - 5. In response to the first Tampering charge that he repossessed certain seized banned substances, Dr. McCrosky submits that he was attempting to preserve what he believed were legally possessed, non-prohibited medical supplies which were urgently needed for his non-Covered Horse clients. He adds that this distinction points toward a reckless self-help measure motivated by perceived necessity, an overreaction in response to the seizure, rather than the core element of intentional conduct to subvert doping control. Dr. McCrosky maintains that this explanation provides a mitigating acceptable justification for his actions.

6. With regard to the second Tampering charge that he made false representations regarding Childersattack's castration, Dr. McCrosky submits that while the inconsistencies highlighted by HIWU in the documentation about Childersattack's castration, suggest misrepresentation, the ultimate question is whether HIWU has met its high burden of proving intentional fraud designed to subvert the investigation to the comfortable satisfaction standard. Dr. McCrosky asserts that his claim of fixing the issue after the fact may be viewed as attempted compliance and not an overt fraudulent scheme.
7. In response to the Trafficking charge, the Respondent notes that this charge is based on Trainer Castro's statement that he bought two syringes containing Glaucine and Testosterone from Dr. McCrosky for \$20 in a Rural King parking lot to be used on a horse that was "tying up". Dr. McCrosky submits that the intended purpose of the transaction was to sell *Controlled Medications* (Benamine and Aspirin) for therapeutic purposes in order to treat a horse who was "tying up". Dr. McCrosky maintains that this purpose falls squarely within the veterinarian's genuine and legal therapeutic purposes and constitutes an acceptable justification.
8. Dr. McCrosky further submits that the fact the syringes later tested positive for Banned Substances (Testosterone and Glaucine) implies an inadvertent sale of compounded or contaminated substances, not a conscious and deliberate effort to traffic Banned Substances.
9. If the Arbitrator finds that the facts establish any of the nine ADRVs, Dr. McCrosky submits that his degree of fault is Not Significant for Possession and Use based on the following contentions:
 - a. For the Possession charges, the fault lies in inadequate control of substances for his non-Covered Horse practice, a failure of "utmost caution", but not significant fault in the context of doping intent.
 - b. For the Use charge, Dr. McCrosky's admission is tempered by his belief that he adhered to a 7 to 10 day withdrawal period. His error lay in misjudging the clearance time of the substance, qualifying as a breach of duty but not constituting Significant Fault.

10. The Respondent acknowledges that he has two prior violations from March 2024 and May 2024, which related to disruptive conduct and violating a period of Ineligibility, not Anti-Doping Rule Violations. Thus, these should not count as a “prior ADRV” to justify increased sanctions in this case.
11. Dr. McCrosky submits that the proposed cumulative sanction of 24 years Ineligibility and a \$300,000 fine is grossly disproportional. The Respondent argues that for an individual approaching retirement, such a sanction would effectively end his career. Dr. McCrosky understands that this consequence is irrelevant to the determination of fault, but asserts that if multiple offenses are proven, the principle of proportionality dictates that sanctions should run concurrently resulting in a single, substantial period of Ineligibility commensurate with the gravity of the worst proven offense, likely limited to the maximum permitted under the finding of No Significant Fault or Negligence (i.e., 2 years).
12. Dr. McCrosky seeks the following relief:
 - i. A finding that the evidence does not establish the elements of the nine alleged ADRVs to the standard of comfortable satisfaction.
 - ii. Alternatively, a finding that a compelling or acceptable justification exists for the alleged Possession and Trafficking ADRVs.
 - iii. Or in the alternative, a finding that Dr. McCrosky bears No Significant Fault or Negligence for any proven violation.
 - iv. The imposition of either no sanction or a substantially reduced, non-cumulative sanction proportionate to the established facts, limited to the maximum permitted under Rule 3225 (3 months to 2 years ineligibility).

VII. TESTIMONY OF WITNESSES AND EXPERTS

7.1 The following is a summary of the testimony of the witnesses called in the present arbitration:

For Claimant:

Matthew Meyer

Mr. Meyer is an Investigator with HIWU. Prior to joining HIWU he served as a Special Agent with the FBI for over 21 years. Mr. Meyer testified that early in his tenure as an Investigator he was assigned to an investigation in which Dr. McCrosky refused to allow investigation of a horse owned by his wife, and trained by Vance Childers. Mr. Meyer stated that Dr. McCrosky was one of two veterinarians who worked trackside at Fairmount Track. Mr. Meyer testified that to his knowledge, Dr. McCrosky's wife Lois McCrosky, owned thirty-six horses at the Fairmount Track. Mr. Meyer testified that on April 22, 2025, he along with HIWU Investigator Montey Chappel conducted a search of a vehicle belonging to Dr. McCrosky, a blue Toyota minivan, at the Fairmount Racetrack located at 9301 Collinsville Road, Collinsville, Illinois.

During the search of Dr. McCrosky's vehicle, Mr. Meyer and Mr. Chappel located and seized the following Banned Substances under the Horseracing Integrity and Safety Authority ("HISA") Anti-Doping and Medication Control ("ADMC") Program:

- a. One (1) partially filled 200 mg/25mg bottle of Testosterone Cypionate;
- b. Two (2) unopened one-pound containers of Thyro-L;
- c. Three (3) 50ml vials of Ammonium Sulfate;
- d. One (1) 100 ml bottle of P-Bloc (Ammonium Chloride);
- e. One (1) unopened bottle of OsPhos.

Mr. Meyer testified that prior to the initiation of the search, Dr. McCrosky advised that he had a bottle of Testosterone and some Thyro-L in his vehicle. Dr. McCrosky showed the Investigators text messages he had with a client named Katie Nelson in which she was requesting Thyro-L for one of her animals.

Mr. Meyer also recalled a discussion with Dr. McCrosky in which the Respondent advised him that a horse named Tigger Attack had not been eating according to information provided by the horse's groom. Dr. McCrosky admitted to providing Testosterone to Tigger Attack at a point which was seven to ten days prior to a race. Dr. McCrosky also stated that he will use Testosterone, every once in a while, if a horse is not eating.

Mr. Meyer testified that in reference to the horse Childersattack, Dr. McCrosky did not identify any specific instance in which Testosterone was administered to the horse, but

stated that the horse was a ridgling as a result of the removal of his remaining testicle in December 2024.

Mr. Meyer added that once the search of Dr. McCrosky's vehicle had been completed, the Investigators along with Dr. McCrosky, proceeded into the Fairmount Park Steward's Office to prepare the Evidence Report and Receipt for the seized items and to further interview Dr. McCrosky.

During the questioning of Dr. McCrosky, he provided the following explanations about the Banned Substances:

- a. Testosterone Cypionate - Dr. McCrosky noted that the testosterone had not been used since the "testosterone issues came up after the positive test". Dr. McCrosky further advised that he was not aware that he was not allowed to possess and use testosterone at the track.
- b. Thyro-L. - Dr. McCrosky advised that he had Thyro-L in his possession to give to a client Katie Nelson, who was not associated with the Fairmount Park racetrack. Dr. McCrosky showed Mr. Meyer a text message dated April 21, 2025, at 9:29 a.m. from Ms. Nelson which said, *"Hi there! We are going to need more Thyro-L and Spring shots for horses and dogs."*
- c. Ammonium Sulfate – Dr. McCrosky advised that P-Bloc is used for nerve blocking during castrations. No specifics were given.
- d. P-Bloc (Ammonium Chloride) – Dr. McCrosky advised that P-Bloc is used for nerve blocking during castrations. No specifics were given.
- e. OsPhos – Dr. McCrosky advised that the OsPhos was for off-track use, however he did not offer any further explanation.

Mr. Meyer testified that Dr. McCrosky submitted a document which appeared to be a bill or Statement of Account to Vern and Mary Obermeier for a horse named American Tattoo who received an injection of Testosterone. Mr. Meyer stated that American Tattoo is a Covered Horse owned by Vernon Obermeier.

Mr. Meyer recalled that as the interview was nearing an end while he and Dr. McCrosky were in the Steward's Office, Dr. McCrosky advised that he did not want a receipt for the seized items but instead wanted the Thyro-L and OsPhos to be returned to him for off-track use. Mr. Meyer testified that he advised Dr. McCrosky that the items had been seized and would not be returned to him. Mr. Meyer then recalled Dr. McCrosky advising him that the OsPhos cost \$300.00 and was needed the following day. Dr. McCrosky was warned once again that he could not take the items, but he nevertheless proceeded to the area of the room where the Thyro-L and OsPhos were being held and stated that he was going to take them.

Mr. Meyer then advised Dr. McCrosky firmly that if he took the two items, he would be violating additional rules for removing the evidence. Despite this further warning, Mr. Meyer recounted that Dr. McCrosky removed one contained of Thyro-L and the box containing the one bottle of OsPhos, which had been placed in a HIWU evidence bag. Dr. McCrosky then left the office with both items and did not return.

Mr. Meyer testified that on August 19, 2025, he conducted a compliance inspection alongside HIWU Investigator Eddie Arriola, of Trainer Isidro Castro's tack room at Fairmount Park. This search located two battery operated devices (buzzers) which are used by jockeys to provide electrical impulses to a horse. Mr. Meyer then contacted Dan Mathis, head of security at the Fairmount Track. Mr. Meyer told the hearing that he believed that possession of a buzzer was a serious violation of race track rules and he wanted Mr. Mathis to witness this potential violation.

During the search of the tack room, Mr. Meyer located a grey barrel containing a syringe with a yellow needle cover and what appeared to be the letter "B" written in black ink on the side. Mr. Meyer believed that the syringe had been intentionally concealed within the barrel.

Mr. Meyer noted that he observed Mr. Mathis continue the search of the barrel before finding a second syringe with a yellow needle cover. This syringe appeared to have the letter "A" written in black ink on the side, along with what appeared to be the word "Day" and possibly "Race" written above it.

Mr. Meyer testified that Trainer Castro who was present during the search of the tack room, stated that he had purchased the syringes directly from Dr. McCrosky in a Rural King parking lot, after being advised by Dr. McCrosky that the syringes contained Banamine and Aspirin.

After Mr. Meyer recovered the syringes from Trainer Castro, he submitted them for forensic analysis to EQIAS, an ADMC Program laboratory in Lexington, Kentucky. The report from that laboratory indicated that Glaucine and Testosterone were part of the substances found in the syringes. Testosterone is classified as a Category S1 Banned Substance.

Mr. Meyer recalled that Dr. McCrosky admitted to him that he had difficulty uploading documents into the HISA portal and that he was not comfortable using a computer. Mr. Meyer testified that at one point he had found someone who could help Dr. McCrosky upload records into the HISA portal.

Dr. Mary Scollay

Dr. Mary Scollay is a Doctor of Veterinary Medicine who was the Chief of Science for HIWU from 2022 until her retirement from full-time duties on July 1, 2025. Dr. Scollay stated that on November 12, 2024, HIWU notified Trainer Vance Childers of an Atypical Finding for Testosterone detected in an Out-of-Competition Sample from the Covered Horse under his care, Childersattack. The Sample Collection Form attached to the Atypical Finding Policy Notice indicated that Childersattack was registered with HISA as a gelding (i.e., fully castrated male).

Dr. Scollay stated that the Atypical Notice asked Trainer Childers to provide certain information to assist HIWU's investigation into the Atypical Finding, including "the date of castration of the Covered Horse and the name of the veterinarian who performed the surgery".

Dr. Scollay noted that in response to the Atypical Notice letter, Dr. McCrosky, sent a handwritten note to HIWU which stated that Childersattack was castrated in March of 2022, and described the horse as a ridgling, having "one testicle up in the body" which produced Testosterone. Dr. McCrosky's note further stated that he had performed the castration procedure.

On December 10, 2024, HIWU served a Demand for Business Records on Dr. McCrosky, requesting that he produce amongst other things, all veterinary records related to Childersattack, and documents evidencing Childersattack's status as a gelding or ridgling as determined from a rectal exam or ultrasound documenting the presence of the remaining testicle or from the results of an Anti-Mullerian Hormone assay.

Dr. Scollay testified that HIWU never received a response to the Demand for Business Records and did not receive the requested information. Dr. Scollay also confirmed that Childersattack was never made available to HIWU for any inspection to assess Dr. McCrosky's claim that Childersattack had an undescended testicle. Dr. Scollay stated that what HIWU did receive was a second handwritten note dated April 2, 2025, from Dr. McCrosky indicating that "Childersattack had the remaining testicle removed on December 2, 2024, and that the horse's testosterone levels "should be in the normal range now".

Dr. Scollay stated that if this claim by Dr. McCrosky was true, then Childersattack's remaining testicle was removed approximately three weeks after Trainer Childers was notified of Childersattack's Atypical Finding for Testosterone on November 12, 2024, and just two weeks after Dr. McCrosky's first handwritten note dated November 18, 2024, advising HIWU that the horse was a ridgling.

Dr. Scollay opined that there isn't a surgeon alive who would enjoy doing that surgery, adding that one would expect medical records to be available for this alleged surgery of December 2, 2024.

Dr. Scollay testified that on April 21, 2025, she conducted a search of the InCompass database for information or documentation related to Childersattack's castration, including the date of the castration and whether one or both testicles had been removed. InCompass is a company formed by the Jockey Club in 2001 to provide a centralized platform supporting North American racetracks.

Dr. Scollay remarked that the InCompass records indicate that the horse's owners reported Childersattack as a "gelding" on November 23, 2020, the date of castration. Dr. Scollay observed that there was no indication in the database that only one testicle had been removed, adding that had that been the case, she would expect that the owner would have identified the horse as a "ridgling" rather than a "gelding".

Dr. Scollay maintained that Dr. McCrosky's claim that he personally performed a castration but removed only one testicle in March 2022, is inconsistent with the Jockey Club's records showing Childersattack was castrated almost sixteen months earlier on November 23, 2020.

Dr. Scollay observed that with such wildly divergent dates, only one of them can be accurate and it's most likely the first date. Dr. Scollay stated that the full testing history for Childersattack strongly suggests that the horse was a gelding rather than a ridgling at the time of the October 16, 2024, sample collection resulting in the Atypical Finding for Testosterone. Dr. Scollay noted that Childersattack had a prior negative result from a Vets' List sample collected on September 24, 2024, whereas the October 16, 2024, Sample resulted in an Atypical Finding for Testosterone at a concentration of 579 pg/mL.

Based on her experience Dr. Scollay opined that it would be highly unlikely for a ridgling with an undescended testicle to produce a sample on September 24, 2024, that was negative for Testosterone, meaning with a concentration less than 100 pg/mL, and then test positive three weeks later on October 16, 2024, at a concentration of 579 pg/mL, without having been exogenously administered testosterone in the period between the two samples.

Dr. Scollay added that horses are long day breeders, meaning that male horse testosterone levels peak in the summer, decrease in the fall to a point where they are very low in the winter. Dr. Scollay commented that a negative testosterone level in the fall, and a significant increase six weeks later, makes no sense and could not be natural when testosterone levels would be expected to decrease from September to October.

Dr. Scollay also stated that Testosterone and Nandrolone travel in pairs, i.e. they are both endogenous, and the lack of detection of Nandrolone in Childersattack's sample meant that the horse was in fact a gelding and not a ridgling.

Dr. Mary Robinson

The witness statement of Dr. Mary Robinson was entered as evidence in this proceeding on consent of the parties. Dr. Robinson is the Acting Director of the Pennsylvania Equine Toxicology and Research Laboratory ("PETRL") in West Chester, Pennsylvania. She has held that position since 2014.

Dr. Robinson has a Ph.D. in Pharmacological Science, as well as a Veterinary Medicine Degree from the University of Pennsylvania. She is a diplomate of the American College of Veterinary Clinical Pharmacology and is also an Associate Professor of Veterinary Medicine.

In her witness statement, Dr. Robinson states that PETRL is an ISO/IEC 17025-2017 accredited laboratory. ISO (International Organization for Standardization) is an independent, non-governmental organization with a membership of 162 national standards bodies. ISO/IEC 17025 – *General requirements for the competence of testing and calibration laboratories* is the international reference for analytical laboratories to demonstrate their capacity and competence to deliver reliable results. This certification is granted biannually by the American Association of Laboratory Accreditation (A2LA). PETRL is also accredited pursuant to the A2LA R203 – Competition Animal Drug Testing Laboratory Accreditation Program.

PETRL has been accredited by the Racing Medication and Testing Consortium ("RMTC") since 2015, attesting to the fact that it has met the requirements and operating criteria for horseracing laboratories. Since the inception of HISA's Anti-Doping and Medication Control Program on May 22, 2023 and until July 8, 2025, PETRL was one of the HIWU approved laboratories for the analysis of Samples.

Dr. Robinson stated that on December 16, 2024, Industrial Laboratories sent sample number B100527217 to PETRL via Federal Express. This Sample was the split or B Sample and consisted of one vial of blood in an evidence bag. The Sample was received by PETRL on December 17, 2024. Aliquots of the Sample were taken on January 14, 2025, and were tested on January 16, 2025, for the presence of Testosterone.

Liquid chromatography coupled to mass spectrometry (“LC-MS/MS”) analysis confirmed the presence of Testosterone in the Sample by quantitative analysis at a concentration of 363.5 pg/mL with a reported measurement of ± 20.2 pg/mL.

Dr. Robinson observed that Testosterone is an endogenous substance covered by HISA’s Atypical Findings Policy. As such PETRL reported an Atypical Finding for Testosterone in blood and issued a Certificate of Analysis dated January 24, 2025.

Dr. Robinson attested that all tests were performed according to the applicable Standard Operating Procedures (“SOP”) and there were no issues, inconsistencies, or errors in the analysis of the Sample. Dr. Robinson noted that the Sample was accounted for at all times and proper chain of custody was maintained, such that there were no concerns with the integrity of the Sample.

Petra Hartmann

Petra Hartmann’s evidence was also admitted on consent by the Parties. Ms. Hartmann is the Director of Drug Testing Services at Industrial Laboratories in Denver, Colorado (“Industrial”).

Ms. Hartmann stated that Industrial which was founded in 1945, is an independent third-party analytical testing laboratory which focuses on drug testing of performance animals in accordance with national and international standards. Industrial is an ISO/IEC 17025-2017 accredited laboratory. Industrial is also accredited pursuant to the A2LA R203 – Competition Animal Drug Testing Laboratory Accreditation Program, which is designed to meet the requirements of the Association of Official Racing Chemists (“AORC”) and the International Laboratory Accreditation Cooperation’s (“ILAC”) Accreditation Requirements and Operating Criteria for Horseracing Laboratories (ILAC G7:04/2021).

Ms. Hartmann noted that Industrial has also long been accredited by the Racing Medication and Testing Consortium (RMTC) demonstrating that it has met the requirements and operating criteria for horseracing laboratories.

Industrial has been contracted with HIWU to serve as one of the approved laboratories to analyze blood, urine, and hair samples under the ADMC Program since its outset and has been accredited as a HISA Equine Analytical Laboratory (“HEAL”) since January 1, 2025.

Ms. Hartmann stated that on October 30, 2024, Industrial received a cooler package from HIWU which contained samples collected on October 29, 2024, at the Fairmount Park Racetrack. The samples inside the cooler package contained Post-Race blood and urine samples which were received cold and in good condition.

The analysis of blood sample B100527217 which was undertaken on November 1, 2024, detected Testosterone. Confirmation analysis was performed on November 11, 2024.

Ms. Hartmann confirmed that Chemists removed two (2) aliquots of blood from the Sample for testing and conducted quantitative confirmatory analysis for Testosterone in blood using Liquid Chromatography – Tandem Mass Spectrometry (LC-MS/MS) per the method outlined in IL-DTS-M-074. The presence of Testosterone was confirmed in the Sample at an average concentration of 374 pg/mL, with a measurement uncertainty of 9 pg/mL. Testosterone is a Threshold Substance under the ADMC Program, and the threshold for geldings is 100 pg/mL. Industrial reported an Atypical Finding for Testosterone and issued a Certificate of Analysis to that effect dated November 14, 2024.

Ms. Hartmann stated that based on her review of the Documentation Package, there were no issues, inconsistencies, or errors in the chain of custody, handling, or analysis of the Sample. Ms. Hartmann also attested that Industrial’s analysis of the Sample was compliant with all of their relevant standard operating procedures. She added that she checked Industrial’s records pertaining to Sample #B100525575, which was a HIWU Vets’ List Sample collected on September 24, 2024, and those records indicated that this Sample was analyzed by Industrial for all Banned Substances, including Testosterone. The Sample tested negative. Ms. Hartmann noted that when a Sample tests negative, the Industrial laboratory simply informs HIWU of the negative result but does not send any further documentation of the results to HIWU.

Daniel Mathis

Daniel Mathis is the Senior Security Manager at Fairmount Park Casino and Racing. His role at Fairmount Park consists of handling security issues and enforcing the rules of the Illinois Racing Board (“IRB”) and the Horseracing Integrity and Safety Authority (“HISA”). He has been employed in this capacity for almost five years.

Mr. Mathis was called by HIWU as a reply witness. He testified that on August 19, 2025, he was present and assisted HIWU Investigators Eddie Arriola and Matthew Meyer when two buzzers and two syringes were found in the tack room associated with Trainer Isidro Castro. Mr. Mathis stated that syringes or needles are not to be in the possession of trainers and only veterinarians can possess syringes or injectables. He remarked that Trainers must know the rules in order to be licensed by the state.

Mr. Mathis recalled writing a letter to Trainer Castro on August 21, 2025, informing him that as a result of his violations of the rules and regulations governing horse racing and the standards of conduct required at Fairmount Park, namely the possession of syringes and

electric buzzers, he was required to transfer the sixteen horses under his care from Fairmount Park grounds. Mr. Mathis observed that all sixteen horses that were under the care of Trainer Castro as of August 21, 2025, were Covered Horses under the HISA Rules and Regulations.

For Respondent

Dr. Donald McCrosky

Dr. Donald McCrosky has been a practicing veterinarian for more than 50 years. He graduated from Purdue University's School of Veterinary Medicine in 1958. His veterinary practice is now concentrated on equine. Dr. McCrosky testified that half his practice is out of Fairmount Park, the other half is off track. He stated "anything to do with a horse, I will do" including breeding, ultra sounding mares, taking care of new born foals, dealing with foot and joint problems that plague some horses.

Dr. McCrosky testified that he castrates fifty to one hundred horses a year and has been doing so for about forty years. He has a mobile office in his van which contains medications and veterinary equipment. Dr. McCrosky estimated that he covers a radius of seventy five miles in every direction. He remarked that he carries what he believes he will need for his practice in his van, because it's impractical to drive seventy to one hundred miles to go back to his home to retrieve something that he needed for a patient.

In his testimony, Dr. McCrosky admitted to using Testosterone, Thyro-L, Ammonium Sulphate, Ammonium Chloride and OsPhos. With regard to Testosterone, Dr. McCrosky remarked that he would administer that substance as a stimulant or appetite stabilizer. If the horse was a Covered Horse, Dr. McCrosky would ask when the horse was next going to race. If the race was at least six days later, he would administer Testosterone. He added that he has been doing this for thirty years and has used Testosterone for thirty-seven years.

Dr. McCrosky testified that a lot of horses are low in thyroid and he would use Thyro-L as a thyroid supplement for his off track clients. Katie Nelson was one customer who had a horse that was low on thyroid. Dr. McCrosky recalled that he had prescribed some Thyro-L for Ms. Nelson six months earlier and because she was running out, she asked him for some more. Dr. McCrosky testified that he was about to take some Thyro-L to Ms. Nelson when his van was searched and he showed the HIWU Investigator a text message confirming the upcoming delivery.

Dr. McCrosky stated that he used Ammonium sulphate to block out the lameness of a horse and would use Ammonium chloride in a similar manner. According to Dr. McCrosky, Osphos was used by him as an arthritic medication for horses. He remarked that the

medication works quite well on off-track horses adding that he did not use this medication at the track. Dr. McCrosky recalled telling the Investigator that he needed to use the medication that afternoon for a client.

Dr. McCrosky stated that he voluntarily allowed the HIWU Investigators to search his van and take substances away. He maintained that he took the Osphos back from the Investigators because he had to make a delivery that day for a client who needed it.

Dr. McCrosky testified that he could not explain why the Covered Horse, Tigger Attack, tested positive for Testosterone since he followed a practice that he had carried out for years by administering Testosterone sufficiently ahead of a race. Dr. McCrosky maintained that Trainer Childers was at no time involved in the administration of Testosterone to the horses.

With regard to the Covered Horse, Childersattack, Dr. McCrosky testified that the horse was born in his barn, that he raced the horse and he was the veterinarian who removed one testicle from the horse. Dr. McCrosky stated that he forgot about the remaining testicle, but after the high testosterone result in Childersattack's test two years later, he removed the second testicle after it had descended.

Dr. McCrosky admitted that he did not file the documentation required by HIWU. He stated "I was not raised with computers". Instead he would write handwritten letters, something he was used to doing. Dr. McCrosky denied lying or misrepresenting information to HIWU.

With regard to the statement attributed to Trainer Castro that he purchased the syringes with the banned substances from Dr. McCrosky, the Respondent replied, "that is an absolute lie". "He called me and said he had a horse that was tying up. I gave him a syringe of banamine and aspirin to administer to his horse. I've never given out Testosterone. This is an absolute lie. I've never heard of that other drug". Dr. McCrosky continued to deny that he had ever given a client a syringe with Testosterone, and emphasized that he had never heard of Glaucine, noting that Glaucine was not found in his van.

Dr. McCrosky admitted to meeting Trainer Castro in the parking lot and giving him two syringes to administer to a horse that was "tying up", because a horse who is tying up can eventually die.

Dr. McCrosky confirmed his understanding that he is a Covered Person who has actively worked on Covered Horses since 2024. He acknowledged that the ADMC program represented a big change for the racing program. Dr. McCrosky stated that he had read most of the ADMC program rules, but did not watch any videos. Dr. McCrosky maintained

that he did not know that Testosterone is a banned substance under the ADMC rules adding “I think it’s doing more harm than good”.

When questioned as to why he did not respond to the HIWU demand for business records, Dr. McCrosky replied that he doesn’t always get his email, and might see only fifty percent of the emails that are sent to him. Dr. McCrosky explained that he has never produced the medical records requested of him by HIWU because he doesn’t keep medical records on any of his own horses. Dr. McCrosky disagreed with the suggestion that state regulations require him to provide those records.

Dr. McCrosky provided workout records or training records in response to HIWU’s request for medical records. He agreed that training records are not medical records.

Dr. McCrosky testified that he was not aware that HIWU requested a veterinary inspection of Childersattack. He stated that he would have allowed HIWU to conduct a veterinary inspection if they wanted. In Dr. McCrosky’s words, “the horse was there the whole time. Anybody wanting to inspect him, they could”.

Dr. McCrosky denied removing Childersattack’s testicle in the middle of an investigation, and stated “I thought I was doing everybody a favor correcting things”. In his testimony he noted that he did not complete any medical data on the horses that were owned by his wife because “it’s very difficult for me to do. I was not raised with computers”. He added, “I will have to admit that I have resisted some of that”.

Dr. McCrosky was asked on cross-examination, why he did not continue to use the technological help that had been provided to him at one point. His reply was “who is going to pay for it?”

Dr. McCrosky admitted to registering an intact horse as a neutered gelding, when he was in fact a horse with two intact testicles that he intended to neuter at a later date. Dr. McCrosky explained that “when you do as many horses as I do, it was forgotten”. The Respondent stated that he was unaware that one can and should register a ridgling with the Jockey Club. Dr. McCrosky maintained that in the process of registering horses, “I did not see anything about registering a ridgling”. He added that “Dr. Scollay would have to prove that to me”.

Dr. McCrosky also stated that he was not sure what a Vet’s List test was but he agreed that it is somewhat unusual to have a positive test for Testosterone three weeks after a negative result.

Dr. McCrosky admitted administering Testosterone to a horse named American Tattoo but stated that he was unaware that his horse was a Covered Horse. The Respondent could not

explain why he did not determine before administering Testosterone, whether the horse is a Covered Horse or not.

Dr. McCrosky was asked why he would keep a Banned Substance at the track if it was only intended for use with an off-track client such as Katie Nelson. The Respondent confirmed that the substances are delivered to his home and not to his minivan. He stated that it would not be practical for him to simply store those substances at his home office to be used for off-track clients since a visit to a client such as Ms. Nelson might involve a thirty mile trip there and back. It was Dr. McCrosky's evidence that he needed to dispense Thyro-L for Ms. Nelson's horse, on the same day that the HIWU Investigators conducted their search.

Dr. McCrosky was also asked why he could not put a prescription label on a bottle to indicate that it was for a Non-Covered horse. He responded that it's necessary for him to carry medication for off-track and on-track administration at all times because he never knows when he might be called to an emergency at a farm that was forty miles away. He added "I need all the medication because you never know when you are going to need it". Dr. McCrosky disagreed with the statement attributed to him by Investigator Meyer which indicated that the Osphos was required the next day. Dr. McCrosky asserted that he needed the Osphos that same day in order to take it to another client Michelle Crowder.

Dr. McCrosky stated he did not recall being told by Investigator Meyer that he would be subject to another charge if he took the Osphos with him after it had been seized.

Dr. McCrosky did not dispute that he sold Trainer Castro two loaded syringes in the parking lot. He was asked who wrote the letter "B" on the syringe and he answered "I don't recall". Dr. McCrosky was asked whether he wrote the letter "B" on the other syringe and he answered, "I may have, I don't recall".

Dr. McCrosky stated that he did not give Trainer Castro any instruction as to how to administer the syringe. He explained that he could not get into the track (as a result of a six-month ban) and was just trying to save a horse's life by providing the syringes to Trainer Castro.

Dr. McCrosky confirmed that he was aware that Trainer Castro was a trainer of Covered Horses, however, he could not recall whether he asked Trainer Castro for the names of the horses. He added that he thinks he asked that question to the Trainer.

Dr. McCrosky also confirmed that he was aware that syringes are not permitted at the track. He stated his belief that Trainer Castro knew the horses better than the track veterinarians did. Dr. McCrosky was adamant that he did not give Testosterone to Trainer Castro.

VIII. ANALYSIS

8.1 While all evidence and legal authorities submitted were considered by the Arbitrator, this section necessarily refers only to the evidence and law that the Arbitrator relied upon in reaching this Final Decision.

8.2 Pursuant to Rule 3121, the burden of proof is on the Agency to establish that a violation of the ADMC Program has occurred to the comfortable satisfaction of the Panel. This standard of proof is higher than a balance of probabilities but lower than clear and convincing evidence or proof beyond a reasonable doubt.

8.3 Dr. McCrosky is charged with nine Anti-Doping Rule Violations (“ADRVs”) consisting of Five possession ADRVs., One Use ADRV, Two Tampering ADRVs and One Trafficking ADRV. He has argued that he had a compelling justification for the substances found during the search of his vehicle. In the alternative, Dr. McCrosky argues that if any of the charges are substantiated and a violation is established, the consequences should be mitigated by a finding of No Significant Fault of Negligence.

Have the five possession ADRV’s been established to the comfortable satisfaction of the Panel?

8.4 Dr. McCrosky has admitted to being in possession of the partially filled bottle of Testosterone Cypionate/DHEA located on the floor in the rear hatch area of his minivan. He has also admitted that two unopened one-pound containers of Thyro-L, three 50 mL vials of Ammonium Sulphate, one 100mL bottle of P-Bloc, and one unopened bottle of OsPhos, were located in his minivan during the search by the HIWU Investigators.

8.5 These are strict liability offences for which intent need not be proved. Dr. McCrosky had exclusive possession of the items found in his minivan. Dr. McCrosky has concentrated his defense of these allegations on his argument that the possession of these substances was justified because his veterinary practice includes non-Covered Horses as well as Covered Horses.

8.6 The onus is on Dr. McCrosky to establish compelling justification. Compelling justification is a high bar which must be applied with caution. Dr. McCrosky has made reference to the American Association of Equine Practitioners letter of January 2, 2026, sent to HISA Assistant General Counsel, Sam Reinhardt, in which the AAEP President and AAEP Racing Committee Chair expressed their view that Rule 3214 is unworkable and

impracticable for equine veterinarians who provide care to both Covered and non-Covered horses over the course of their workday.

8.7 In their letter, the authors write that:

For veterinarians practicing at mixed-breed facilities, compliance with Rule 3214 is effectively impossible. To deliver appropriate veterinary care, and in accordance with state veterinary practice acts that govern the practice of veterinary medicine and the lawful possession of medications, these practitioners must carry all potentially needed medications in their vehicles or otherwise have them readily available, including medications that may be prohibited for Covered horses but remain medically necessary and lawful for use in non-Covered horses. Covered and non-Covered horses routinely receive care in close proximity with no way to further segregate, yet the rule treats mere possession of a prohibited substance as a violation, regardless of intent or use.

Even in situations where compliance might be theoretically possible, it is not realistic or feasible to expect veterinarians to maintain separate truck inventories, segregate medications by horse status, or change out inventory between visits to facilities. Possibly considered a reason of ‘convenience’, undertaking these actions to comply are not compatible with mobile veterinary practice and significantly impede the ability of veterinarians to respond to routine, emergent and urgent medical needs.

8.8 Dr. Scollay was asked to comment on the opinion expressed in this letter. She stated that this is one organization’s opinion which is not a consensus statement for all veterinarians. Dr. Scollay observed that many veterinarians have a practice that includes Covered and non-Covered horses.

8.9 It should be noted that Dr. McCrosky’s primary thrust in terms of his compelling justification argument was that it was impractical for him to comply with Rule 3214 as a matter of convenience. Dr. McCrosky did not assert that he made his best efforts to comply with the Rule, but found it impossible notwithstanding those efforts. The issue for Dr. McCrosky was the inconvenience of having to return to his home office to retrieve medication for a non-Covered horse that he was not allowed to have near the track while he was treating Covered horses.

8.10 Several times in his evidence, Dr. McCrosky mentioned the distance that he would have to travel to meet some of his clients. At one point in his testimony he remarked that

it would be impractical to drive seventy-five to one hundred miles to go back to his home to get something. Dr. McCrosky was asked why he could not put a prescription label on a bottle to indicate that it was being used for a non-Covered horse. He responded that “I need all medication because you never know when you are going to need it”. Dr. McCrosky also stated that “when you are out on a farm forty miles away and don’t have the medication right away, then it could be an emergency”.

8.11 Dr. McCrosky has never produced the medical records requested of him. He admitted that he does not keep medical records on any of his own horses and acknowledged that training records are not medical records.

8.12 Rather than providing a compelling justification for his need to be in possession of the Banned Substances, Dr. McCrosky has offered a series of excuses. At another point in his testimony, he stated that he did not produce medical data because his wife owned the horses and since he was not raised with computers, he has resisted some of the requirements to provide data and records under the new HISA regulations.

8.13 When Dr. McCrosky was questioned as to why he did not continue with the assistance that had at one time been provided to him, to facilitate his data entry requirements, he responded with the comment, “whose going to pay for it”.

8.14 Dr. McCrosky also sought to buttress his compelling justification argument by pointing to the text message that he received from a client named Katie Nelson indicating that she was running out of Thyro-L. He denies that he told the HIWU Investigator that he planned to deliver the Thyro-L the next day, and insisted that the plan was to deliver the medication the same day that his minivan was searched. Whether the delivery was intended for April 22, 2025, the day of the search, or the next day, there is no indication in the evidence that Ms. Nelson’s need was an urgent one. The text message stated that her six-month supply of Thyro-L was running out. That text message does not suggest an emergency and does not support the compelling justification argument. None of Dr. McCrosky’s clients testified at the hearing.

8.15 In the matter of Dr. Scott Shell, a Federal Administrative Law decision, the Judge stated at page 34 of the decision that:

A veterinarian may be able to prove compelling justification despite imperfect recordkeeping, of course. But wherever the line may be drawn in an individual case, the records Dr. Shell offered were insufficient to establish that he had a compelling justification to possess the Banned Substances seized in Ohio only, or even primarily, for use in his Ohio or West Virginia farm practice or to supply

trainers in West Virginia. Besides lacking medical records that Dr. Shell is required to keep, the mostly billing records offered are too incomplete and too riddled with claimed errors to find Dr. Shell to have discharged his burden of proof.

8.16 In the next paragraph of the decision, the learned Judge writes that:

Adopting the standard of proof for compelling justification that Dr. Shell advocates and attempted – showing need “through any records” – would so dilute Rule 3214 (a)’s compelling justification requirement as to render Possession charges against a veterinarian with a non-Covered Horse practice effectively illusory.

8.17 Dr. McCrosky did not present any relevant and material evidence which could establish that he had compelling justification to possess the five Banned Substances found in his minivan. It is possible for a veterinarian who treats both Covered and non-Covered horses to meet the compelling justification onus with proper record keeping, proper documentation and appropriate procedures which do not run counter to the purpose of Rule 3214(a).

8.18 Dr. McCrosky offered very little in the way of record keeping. He has failed to produce medical records or any other evidence to establish that he or his clients required the Banned Substances for a non-Covered Horse or other non-Covered animal at Fairmount Park, and that he was required for emergency reasons, to carry the Banned Substances in his minivan at the specific time when they were found. His rationale for keeping the Banned Substances in his minivan relates entirely to the inconvenience of having to separate the substances, properly identify them, and perhaps travel additional distances to retrieve those substances from his home office before treating his client’s non-Covered animals.

8.19 Inconvenience does not equal compelling justification. To adopt the language used in the matter of Scott Shell, acceptance of Dr. McCrosky’s argument on compelling justification “would so dilute Rule 3214(a)’s compelling justification requirement as to render Possession charges against a veterinarian with a non-Covered horse practice effectively illusory”.

8.20 Dr. McCrosky has not come close to discharging his high burden of establishing a “compelling justification” for possession of the five Banned Substances found in his vehicle at Fairmount Park on April 22, 2025.

Did Dr. McCrosky commit a Use ADRV by administering Testosterone to Tigger Attack?

8.21 Dr. McCrosky admitted that he gave Testosterone to the Covered Horse, Tigger Attack. His explanation for so doing was that the horse was not eating well, and Dr. McCrosky believed that he had administered the substance sufficiently in advance of the horse's next race which would be in seven to ten days.

8.22 Use is a strict liability offense. Banned Substances are prohibited at all times and cannot be used on a Covered Horse under any circumstances. Dr. McCrosky's claimed "misunderstanding of clearance time" of the Banned Substance or "lapse in veterinary judgment" does not assist him. Dr. McCrosky is found to have committed a Use ADRV.

Did Dr. McCrosky Intentionally Subvert the Doping Control Process?

8.23 Dr. McCrosky was warned multiple times by Investigators that he should not repossess the Banned Substances that had just been seized by the HIWU Investigators. He ignored those warnings based on what he describes as a "reckless self-help measure motivated by perceived necessity".

8.24 Dr. McCrosky's ill-advised decision to take back some of the Banned Substances that had just been seized by the HIWU Investigators to allegedly avoid a loss of money and to avoid disappointing a client who was expecting his attendance is analogous to Sun Yang's self-help decision to put an end to what he considered to be an improper doping control session, despite being warned of the potential consequences.

8.25 Not only was this a very foolish decision taken by Dr. McCrosky, it also reflects a disdain or disregard for the rules of the ADMC Program. There was no justification whatsoever for this decision to intentionally subvert the doping control process by removing a seized item because he did not want to bear the cost of replacing it. Dr. McCrosky committed an anti-doping rule violation of Tampering, by taking items that had been seized as part of a HIWU authorized search.

Did Dr. McCrosky Make a False Representation Regarding Childersattack's Castration?

8.26 I accept the evidence from Dr. Mary Scollay, HIWU's former Chief of Science, and Petra Hartmann of Industrial Laboratory attesting that the lack of Nandrolone in Childersattack's blood Sample makes it highly unlikely that Childersattack had functional testicular material at the time of sample collection on October 14, 2024. This means that

the horse was not a ridgling with an undescended testicle in his body and the excess Testosterone in his system was not endogenous.

8.27 The claim by Dr. McCrosky that the inconsistencies in his explanation about Childersattack's castration suggest "misrepresentation" is extremely far-fetched. The evidence which I accept, makes it very clear that Dr. McCrosky knowingly submitted false documentation in order to explain away a possible violation of the Rules. Dr. McCrosky's testimony that he never received the email containing the demand for his business records is questionable and yet another example of his tendency to use his lack of familiarity with technology as an excuse for not meeting his obligations.

8.28 Dr. Scollay was certainly skeptical of Dr. McCrosky's story that Childersattack was ridgling. On his own evidence, Dr. McCrosky admitted to knowingly misrepresenting the horse's status so that he would not have to file the necessary paperwork later on. There is no record of the surgery that Dr. McCrosky is said to have performed on Childersattack.

8.29 I accept Dr. Scollay's testimony that Nandrolone and Testosterone travel together. I also accept her evidence that with natural testosterone, the levels should have been decreasing between September and October, not increasing.

8.30 I find that Dr. McCrosky once he became aware of the Atypical Finding in November, took matters into his own hands and performed the castration of Childersattack in order to spoliage the evidence.

8.31 Dr. McCrosky's conduct is far from a misrepresentation. He deliberately attempted to mislead the authorities regarding the status of Childersattack. This second Tampering charge has met the comfortable satisfaction threshold. Dr. McCrosky has committed two Tampering ADRVs.

Did Dr. McCrosky commit the ADRV of Trafficking by selling Banned Substances to Trainer Castro?

8.32 Dr. McCrosky admitted to selling two loaded syringes to Trainer Castro but claims that he did not know that the syringes contained Banned Substances. He maintains that he had a genuine and legal therapeutic purpose for the sale which would provide him with acceptable justification. Dr. McCrosky also maintained a belief that the contents of the syringes were Banamine and Aspirin designed to treat a horse that was "tying up".

8.33 I accept the HIWU submission that no credible Veterinarian would be unaware of the contents of an injectable intended for any animal, and in particular a Covered Horse subject to the ADMC Program Rules.

8.34 I find it highly unlikely that Dr. McCrosky was unaware of the contents of the syringes, but even if that were the case, Dr. McCrosky would certainly have been aware that Trainers who are Covered Persons cannot possess or use injectables on Race Track grounds. There could therefore be no legal justification for the sale of the syringes to Trainer Castro.

8.35 As was confirmed by Daniel Mathis, the head of security at Fairmount Park, it is a violation of both HISA Rules and the Illinois Racing Board (“IRB”) rules applicable at Fairmount Park and other Race Tracks in Illinois for any person, other than a veterinarian, to possess syringes or other injectables on racetrack grounds.

8.36 Dr. McCrosky should have been well aware of those rules. He admitted his knowledge that syringes are not permitted at the track. Dr. McCrosky was also aware that Trainer Castro was a trainer of Covered Horses. Nevertheless he was willing to meet with Trainer Castro and provide him with two loaded syringes because in his words, Trainer Castro knew the horse better than the veterinarians did.

8.37 Dr. McCrosky intended for Trainer Castro to possess the loaded syringes that he sold to him. He knew that Trainer Castro would use those syringes on the Fairmount Race Track grounds on Covered Horses. Even if as Dr. McCrosky asserts, those syringes contained Controlled Medications, an assertion that HIWU does not accept, the Trafficking ADRV has been made out. Dr. McCrosky is found to have committed a Trafficking ADRV by selling the syringes to Trainer Castro.

Is Dr. McCrosky Entitled to a Reduction of Consequences?

8.38 I have determined that Dr. McCrosky has committed all nine ADRV offences for which he has been charged. The question now to be determined is whether the otherwise applicable Consequences should be reduced after an assessment of Dr. McCrosky’s fault.

No Fault or Negligence

8.39 As set out in Section 5.7 of this decision, No Fault or Negligence is a defined term under the ADMC Program and sets a high standard for a Covered Person to meet.

8.40 It is well established that No Fault is reserved for the most exceptional circumstances. Dr. McCrosky acknowledges that the No Fault consideration would not apply in these circumstances.

No Significant Fault or Negligence

8.41 ADMC Program Rule 3225 alternatively allows for the reduction of sanction where there is a finding of No Significant Fault or Negligence:

Reductions under this Rule 3225 are mutually exclusive and not cumulative, i.e., no more than one of them may be applied in a particular case.

(a) General Rule

Where the Covered Person establishes that he or she bears No Significant Fault or Negligence for the Anti-Doping Rule Violation in question, then...the period of Ineligibility shall be fixed between 3 months and 2 years, depending on the Covered Person's degree of Fault.

8.42 The ADMC Program defines No Significant Fault or Negligence as:

the Covered Person establishing that his or her fault or negligence, when viewed in the totality of the circumstances and taking into account the criteria for No Fault or Negligence, was not significant in relationship to the Anti- Doping Rule Violation or Controlled Medication Rule Violation in question. For any violation of Rule 3212 or 3312, the Covered Person must also establish how the Prohibited Substance entered the Covered Horse's system in order to establish No Significant Fault or Negligence.

8.43 The Arbitrator finds on the basis of the evidence that has been accepted in this proceeding, that Dr. McCrosky's degree of Fault is Significant. The actions of Dr. McCrosky were not due to innocent misinterpretation of the rules or a misunderstanding of his obligations. In committing these nine Anti-Doping Rule Violations, Dr. McCrosky acted with intent, and with a flagrant disregard for the ADMC Program Rules and for their overarching objectives of horse welfare and the integrity of the Thoroughbred racing industry.

8.44 Dr. McCrosky was described by his counsel as an "old school veterinarian". He is someone who has practiced veterinary medicine for almost 58 years. Only in the last few years did Dr. McCrosky have to concern himself with the HISA program and the new rules and regulations that had come into effect. Those rules apply to all individuals dealing with Covered Horses whether they have decades in the business or are just starting out.

8.45 Dr. McCrosky intentionally committed these ADRVs because he did not see any benefit to altering the manner in which he had carried out his practice for decades. His actions were wide ranging, they were flagrant and they involved a number of Covered horses. He cannot avail himself of the No Significant Fault of Negligence consideration.

Term of Ineligibility and Other Sanctions

8.46 Pursuant to the ADMC Program Rules, the presumptive Consequences for a first violation for each of the Possession, Use, Tampering, and Trafficking ADRV's committed by Dr. McCrosky are a fine of up to \$25,000 and 2 years Ineligibility consecutive for the five Possession charges; a fine of up to \$25,000 or 25% of the purse, whichever is greater for the Use charge along with 2 years of Ineligibility; a fine of up to \$50,000 and 4 years Ineligibility on each of the Tampering charges; and a fine of up to \$50,000 and a Minimum period of Ineligibility of 4 years up to a Maximum Ineligibility of life for the Trafficking charge.

8.47 The Arbitrator shares the view that the fine should follow the fault when determining the appropriate sanction in any particular case which arises under the ADMC Program. As stated earlier, the Fault is significant in this case. The breadth and gravity of the offences is reflected in the nine different ADRVs. Banned Substances were used on a number of Covered Horses. Dr. McCrosky physically interfered with evidence that had just been seized by Investigators. The finding that false representations were made and that substances were trafficked all point to a very high level of fault which warrants a significant deterrent sanction.

8.48 When dealing with multiple ADRVs, proportionality must be taken into consideration. Dr. McCrosky has submitted that the penalties being sought by HIWU are disproportionate and as he is nearing retirement, would effectively end his career as a veterinarian. It must be noted however, that fifty percent of Dr. McCrosky's practice is on non-Covered horses and other animals. If significant sanctions are imposed on him, he would still be able to continue his non-Covered practice.

8.49 Other factors for the Arbitrator to consider include Dr. McCrosky's prior history of ADMC Program violations and sanctions:

- a. In March 2024, he was charged with and admitted to a violation of Rule 3510 (a) involving disruptive or offensive Conduct and accepted a period of Ineligibility and accepted a period of Ineligibility of thirty days and a fine of \$2,500; and

- b. In May 2024, he was charged with and admitted to a violation of Rule 3329(a) for violating his prior thirty day period of Ineligibility and accepted a second period of Ineligibility of thirty days and a second fine of \$2,500.

8.50 The Arbitrator has determined that the intentional and egregious conduct reflected in the nine ADRVs warrants the imposition of the maximum allowable fines and a consecutive period of Ineligibility commensurate with the sanctioned conduct. The Arbitrator finds that the sum of \$25,000 is the appropriate fine for each of the five Possession ADRVs. The Arbitrator also finds that that a fine in the amount of \$25,000 is appropriate for the Use ADRV. A fine of \$50,000 is imposed for each of the two Tampering ADRVs, and a fine of \$50,000 is imposed for the single Trafficking ADRV. A period of Ineligibility of two years consecutive is imposed for each of the Possession ADRVs, along with a consecutive period of Ineligibility of two years for the Use ADRV, a four year consecutive period of Ineligibility for each of the two Tampering ADRVs, and a consecutive period of Ineligibility of four years for the Trafficking ADRV.

8.51 In summary, the Arbitrator has imposed fines totaling \$300,000 and a total period of Ineligibility of twenty-four years. Dr. McCrosky is also ordered to pay all of the adjudication costs.

IX. AWARD

9.1 On the basis of the foregoing facts, legal analysis, and conclusions of fact, the Arbitrator renders the following decision:

- (a) Dr. McCrosky is found to have committed nine Anti-Doping Rule Violations.
- (b) Dr. McCrosky shall pay a fine of \$300,000.
- (c) Dr. McCrosky will serve a period of Ineligibility of twenty-four (24) years beginning on the date of the specified in the Notice of Sanctions.
- (d) Dr. McCrosky shall be required to pay all of the adjudication costs in this matter.
- (e) The Agency shall Publicly Disclose the resolution of the Anti-Doping Rule Violations in accordance with ADMC Program Rule 3620.

This Decision shall be in full and final resolution of all claims and counterclaims submitted to this arbitration. All claims not expressly granted herein and hereby denied

IT IS SO ORDERED AND AWARDED.

Dated: February 6, 2026

A handwritten signature in blue ink that reads "Hugh Fraser".

Hon. Hugh L. Fraser, O.C.

Arbitrator