

LAW OFFICE OF LLOYD M. CUETO, P.C.

7110 West Main Street | Belleville, Illinois 62223
Attorneys at Law

INFORMED CONSENT AND WAIVER OF ANY POTENTIAL CONFLICT OF INTEREST

Mr. Vance Childers — FTC Docket No. 9452 / JAMS No. 1501001139

Date: June 15, 2026

To: Mr. Vance Childers

Re: Written Confirmation of Informed Consent — Concurrent Representation of Mr. Vance Childers and Dr. Donald McCrosky

Dear Mr. Childers:

1. The Two Representations

Lloyd M. Cueto and The Law Office of Lloyd M. Cueto, P.C. (collectively, “the Firm”) represent you, Mr. Vance Childers, in connection with the proceedings brought against you by the Horseracing Integrity and Welfare Unit (“HIWU”) under the Horseracing Integrity and Safety Act (“HISA”) Anti-Doping and Medication Control Program, including the JAMS arbitration and the pending appeal before the Federal Trade Commission, FTC Docket No. 9452 (JAMS Case No. 1501001139), and any further review of that matter (collectively, “your Matter”).

The Firm also represents Dr. Donald McCrosky in his own HIWU/HISA proceedings arising from substantially related facts, including the JAMS arbitration and FTC appeal in FTC Docket No. 9448 (JAMS Case No. 1501001138), and any further review of that matter (the “Related Matter”). Both matters arise from testosterone findings in horses trained at the same barn, involve overlapping witnesses, evidence, and events, and have been adjudicated in part before the same Administrative Law Judge, the Honorable Jay L. Himes.

2. Why You Are Receiving This Letter

On June 8, 2026, ALJ Himes held a videoconference in which he inquired whether the Firm’s concurrent representation of Dr. Donald McCrosky and Mr. Vance Childers presents a potential conflict of interest, observing that certain positions in the two matters were framed differently. Before either arbitration hearing commenced, you gave the Firm your verbal informed consent to the dual representation, and that consent has remained in place throughout both proceedings. At ALJ Himes’ request, and as a matter of sound practice, this letter provides written disclosure regarding the dual representation and, if you agree, confirms your consent in writing.

3. The Firm’s Position: Parallel, Non-Conflicting Defenses

It is the Firm's considered position that the defenses in the two matters are parallel and complementary, not opposed. Both defenses rest on a single, common factual foundation: the sworn testimony Dr. McCrosky gave in his own arbitration regarding the source and circumstances of the testosterone findings. Each client's defense draws on that same public record — Dr. McCrosky's defense in presenting his explanation and mitigation as to his own charges, and Mr. Childers' defense in establishing the source of the substances and his own lack of knowledge or authorization.

The two matters proceeded sequentially, and the arguments in each were shaped by the record as it developed. Any difference in framing between the two matters reflects that sequential development of the record — not the use of either client's information against the other. Notably, HIWU itself has relied on the decision in Dr. McCrosky's matter in its filings in Mr. Childers' matter, confirming that the two records function as a single, consistent body of evidence. The Firm believes, and has at all times believed, that it can and will provide competent, diligent, and loyal representation to each of you.

4. What You Should Understand Before Signing

Although the Firm's position is that the defenses are parallel and non-conflicting, your consent should be fully informed. You should therefore understand the following:

- **The presiding judge has raised the question.** ALJ Himes has noted that the explanation of the testosterone findings was presented differently in the two matters, and he has asked that each client confirm in writing his consent to the dual representation. This letter responds to that request.
- **Reliance on Dr. McCrosky's testimony.** Your defense draws on the sworn testimony and admissions Dr. McCrosky gave in his own arbitration to establish the source of the substances and your lack of knowledge or authorization. That testimony is part of the public record and is equally available to you regardless of who serves as your counsel.
- **Duties owed to each client.** The Firm owes each of you independent duties of loyalty and confidentiality. Confidential information the Firm has learned from one client will not be disclosed to, or used for or against, the other. Each defense has been built on the public record of the proceedings, which is equally available to both of you.
- **If circumstances change.** If a development in either matter were ever to place your interests and the other client's interests in genuine opposition such that the Firm could not faithfully represent both, the Firm would promptly advise you and would withdraw from one or both representations as required.

5. Your Right to Independent Counsel

You are encouraged to consult independent counsel of your own choosing — at your option and before signing — regarding whether to give or withhold this consent. You are under no obligation

to sign this waiver. If you decline, the Firm will discuss the consequences with you, which may include the Firm's withdrawal from one or both representations and your retention of new counsel for your Matter.

6. Your Consent May Be Revoked

You may revoke this consent at any time. If you do, the Firm may be required to withdraw from one or both representations, and you should understand that withdrawal during the pendency of an appeal could result in delay and additional expense.

7. Acknowledgment, Consent, and Waiver

By signing below, I, Vance Childers, acknowledge and agree as follows:

1. I have read this letter in full, and I have had the opportunity to ask Mr. Cueto any questions about it, all of which have been answered to my satisfaction.
2. Before either arbitration hearing commenced, I gave my verbal informed consent to the Firm's concurrent representation of me and the other client identified above, and I ratify and confirm that consent in writing here.
3. I understand that the Firm represents both clients in matters arising from overlapping facts, that ALJ Himes has inquired whether this presents a potential conflict of interest, and that the Firm's position is that the two defenses are parallel and non-conflicting.
4. With that understanding, I consent to the Firm's continued concurrent representation of both clients, and I waive any objection based on any potential conflict of interest, to the extent one exists or may later be found to exist, arising from the dual representation described in this letter.
5. I understand my right to consult independent counsel before signing, and I have either done so or knowingly chosen not to.
6. I understand that I may revoke this consent at any time, and I understand the potential consequences of revocation described above.
7. My consent is given knowingly, voluntarily, and free of any pressure or inducement.
8. I consent to the Firm filing a copy of this signed waiver in FTC Docket Nos. 9448 and 9452 as the presiding Administrative Law Judge may require.


Vance Childers

Date: 6-15-26

Acknowledged and agreed on behalf of The Law Office of Lloyd M. Cueto, P.C.:


Lloyd M. Cueto, Esq.

Date: 6-15-2026

LAW OFFICE OF LLOYD M. CUETO, P.C.

7110 West Main Street | Belleville, Illinois 62223
Attorneys at Law

INFORMED CONSENT AND WAIVER OF ANY POTENTIAL CONFLICT OF INTEREST

Dr. Donald McCrosky — FTC Docket No. 9448 / JAMS No. 1501001138

Date: June 15, 2026

To: Dr. Donald McCrosky

Re: Written Confirmation of Informed Consent — Concurrent Representation of Dr. Donald McCrosky and Mr. Vance Childers

Dear Dr. McCrosky:

1. The Two Representations

Lloyd M. Cueto and The Law Office of Lloyd M. Cueto, P.C. (collectively, “the Firm”) represent you, Dr. Donald McCrosky, in connection with the proceedings brought against you by the Horseracing Integrity and Welfare Unit (“HIWU”) under the Horseracing Integrity and Safety Act (“HISA”) Anti-Doping and Medication Control Program, including the JAMS arbitration and the pending appeal before the Federal Trade Commission, FTC Docket No. 9448 (JAMS Case No. 1501001138), and any further review of that matter (collectively, “your Matter”).

The Firm also represents Mr. Vance Childers in his own HIWU/HISA proceedings arising from substantially related facts, including the JAMS arbitration and FTC appeal in FTC Docket No. 9452 (JAMS Case No. 1501001139), and any further review of that matter (the “Related Matter”). Both matters arise from testosterone findings in horses trained at the same barn, involve overlapping witnesses, evidence, and events, and have been adjudicated in part before the same Administrative Law Judge, the Honorable Jay L. Himes.

2. Why You Are Receiving This Letter

On June 8, 2026, ALJ Himes held a videoconference in which he inquired whether the Firm’s concurrent representation of Dr. Donald McCrosky and Mr. Vance Childers presents a potential conflict of interest, observing that certain positions in the two matters were framed differently. Before either arbitration hearing commenced, you gave the Firm your verbal informed consent to the dual representation, and that consent has remained in place throughout both proceedings. At ALJ Himes’ request, and as a matter of sound practice, this letter provides written disclosure regarding the dual representation and, if you agree, confirms your consent in writing.

3. The Firm’s Position: Parallel, Non-Conflicting Defenses

It is the Firm's considered position that the defenses in the two matters are parallel and complementary, not opposed. Both defenses rest on a single, common factual foundation: the sworn testimony Dr. McCrosky gave in his own arbitration regarding the source and circumstances of the testosterone findings. Each client's defense draws on that same public record — Dr. McCrosky's defense in presenting his explanation and mitigation as to his own charges, and Mr. Childers' defense in establishing the source of the substances and his own lack of knowledge or authorization.

The two matters proceeded sequentially, and the arguments in each were shaped by the record as it developed. Any difference in framing between the two matters reflects that sequential development of the record — not the use of either client's information against the other. Notably, HIWU itself has relied on the decision in Dr. McCrosky's matter in its filings in Mr. Childers' matter, confirming that the two records function as a single, consistent body of evidence. The Firm believes, and has at all times believed, that it can and will provide competent, diligent, and loyal representation to each of you.

4. What You Should Understand Before Signing

Although the Firm's position is that the defenses are parallel and non-conflicting, your consent should be fully informed. You should therefore understand the following:

- **The presiding judge has raised the question.** ALJ Himes has noted that the explanation of the testosterone findings was presented differently in the two matters, and he has asked that each client confirm in writing his consent to the dual representation. This letter responds to that request.
- **Use of your sworn testimony.** Filings in Mr. Childers' matter rely on the sworn testimony and admissions you gave in your own arbitration to establish the source of the substances at issue. The Firm's position is that those filings are grounded in, and consistent with, the record you yourself established under oath.
- **Duties owed to each client.** The Firm owes each of you independent duties of loyalty and confidentiality. Confidential information the Firm has learned from one client will not be disclosed to, or used for or against, the other. Each defense has been built on the public record of the proceedings, which is equally available to both of you.
- **If circumstances change.** If a development in either matter were ever to place your interests and the other client's interests in genuine opposition such that the Firm could not faithfully represent both, the Firm would promptly advise you and would withdraw from one or both representations as required.

5. Your Right to Independent Counsel

You are encouraged to consult independent counsel of your own choosing — at your option and before signing — regarding whether to give or withhold this consent. You are under no obligation

to sign this waiver. If you decline, the Firm will discuss the consequences with you, which may include the Firm's withdrawal from one or both representations and your retention of new counsel for your Matter.

6. Your Consent May Be Revoked

You may revoke this consent at any time. If you do, the Firm may be required to withdraw from one or both representations, and you should understand that withdrawal during the pendency of an appeal could result in delay and additional expense.

7. Acknowledgment, Consent, and Waiver

By signing below, I, Dr. Donald McCrosky, acknowledge and agree as follows:

1. I have read this letter in full, and I have had the opportunity to ask Mr. Cueto any questions about it, all of which have been answered to my satisfaction.
2. Before either arbitration hearing commenced, I gave my verbal informed consent to the Firm's concurrent representation of me and the other client identified above, and I ratify and confirm that consent in writing here.
3. I understand that the Firm represents both clients in matters arising from overlapping facts, that ALJ Himes has inquired whether this presents a potential conflict of interest, and that the Firm's position is that the two defenses are parallel and non-conflicting.
4. With that understanding, I consent to the Firm's continued concurrent representation of both clients, and I waive any objection based on any potential conflict of interest, to the extent one exists or may later be found to exist, arising from the dual representation described in this letter.
5. I understand my right to consult independent counsel before signing, and I have either done so or knowingly chosen not to.
6. I understand that I may revoke this consent at any time, and I understand the potential consequences of revocation described above.
7. My consent is given knowingly, voluntarily, and free of any pressure or inducement.
8. I consent to the Firm filing a copy of this signed waiver in FTC Docket Nos. 9448 and 9452 as the presiding Administrative Law Judge may require.



Dr. Donald McCrosky

Date: 6-15-26

Acknowledged and agreed on behalf of The Law Office of Lloyd M. Cueto, P.C.:



Lloyd M. Cueto, Esq.

Date: 6-15-2026