



**JAMUL INDIAN VILLAGE**  
DEVELOPMENT CORPORATION

**JAMUL INDIAN VILLAGE DEVELOPMENT CORPORATION  
RESOLUTION TO  
AMEND THE WORKERS' COMPENSATION ORDINANCE, TORT  
ORDINANCE, AND EMPLOYMENT DISCRIMINATION ORDINANCE**

**C.R. 2018-02**

**WHEREAS**, the Jamul Indian Village Development Corporation ("Corporation") is a wholly owned enterprise of the Jamul Indian Village (the "Tribe"), established and governed by Ordinance No. 2016-37 (the "Ordinance"), which was unanimously approved by the General Council of the Tribe on July 19, 2017; and

**WHEREAS**, pursuant to Section 7(y) of the Ordinance, the Corporation has been delegated authority to amend ordinances as necessary to fulfill the Tribe's obligations under the Compact; and

**WHEREAS**, pursuant to Section 7(y) action by the Board to amend an ordinance requires written approval of the Tribal Council; and

**WHEREAS**, the Board adopted the First Amended Workers' Compensation Ordinance, Ordinance No. 2016-01 ("Workers Compensation Ordinance"); First Amended Tort Claims Ordinance, Ordinance No. 2016-02 ("Tort Ordinance"); and Employment Discrimination Complaint Ordinance for Casino Employees, Ordinance No. 2016-03 ("Employment Discrimination Ordinance") pursuant to the requirements of the Compact (as defined in the Ordinance)(collectively "Ordinances"); and

**WHEREAS**, the Corporation has been operating the Project (as defined in the Ordinance) as Hollywood Casino Jamul and as of May 28, 2018 will be transitioning the casino name to Jamul Casino; and

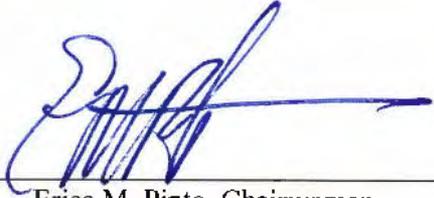
**WHEREAS**, the above referenced Ordinances refer to the Hollywood Casino Jamul and the Board wishes to remove such references to reflect to new name of the casino by adopting: (1) the Second Amended and Restated Workers Compensation Ordinance, attached hereto as Exhibit A, (2) the Second Amended and Restated Tort Claims Ordinance, attached hereto as Exhibit B, and (3) the Amended and Restated Employment Discrimination Complaint Ordinance for Casino Employees, attached hereto as Exhibit C.

**NOW THEREFORE BE IT RESOLVED**, that the Board hereby adopts the (1) Second Amended and Restated Workers Compensation Ordinance, (2) the Second Amended and Restated Tort Claims Ordinance, and (3) the Amended and Restated Employment Discrimination Complaint Ordinance for Casino Employees.

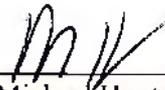
P.O. BOX 612  
JAMUL, CA 91935  
P 619.669.4785  
F 619.669.4817

**BE IT FINALLY RESOLVED**, the above references ordinances shall take effect immediately upon approval of this resolution.

The Board has executed this Corporate Resolution 2018-02 (AMEND AND RESTATE THE WORKERS' COMPENSATION ORDINANCE, TORT ORDINANCE, AND EMPLOYMENT DISCRIMINATION ORDINANCE) this 24<sup>th</sup> day of May, 2018.



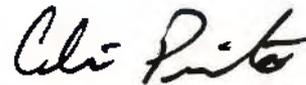
Erica M. Pinto, Chairwoman



Michael Hunter, Vice Chairman

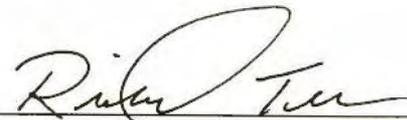
Teresa Cousins, Board Member

James Cuero III, Board Member



Christopher Pinto, Board Member

Jesse Pinto, Sr., Board Member



Richard Tellow, Board Member

**Exhibit B**

**Second Amended and Restated Tort Claims Ordinance**

**[SEE ATTACHED]**



**JAMUL INDIAN VILLAGE**  
DEVELOPMENT CORPORATION

**SECOND AMENDED AND RESTATED TORT CLAIMS ORDINANCE**

**JIVDC Ordinance No. 2018-02**

**Section 1. Title.** This Ordinance shall be entitled the “Jamul Casino Tort Claims Ordinance.”

**Section 2. Findings.**

(a) The success of the Gaming Operation relies on the trust and confidence of Gaming Facility patrons.

(b) The Casino endeavors to take all reasonable precautions to protect the health, safety and welfare of Gaming Facility patrons, vendors and visitors.

(c) The Casino possesses sovereign immunity from legal action and that, unless a waiver of sovereign immunity is expressly granted, patrons vendors and visitors will be unable to prosecute Claims against the Casino.

(d) The Casino desires to create a process and remedy by which a patron, vendor or visitor who is injured at or in connection with the Gaming Facility as a result of the negligent act or omission of any Casino officer official, manager, supervisor, employee, or agent, acting within the course and scope of his or her authority may be compensated, subject to the restrictions herein.

**Section 3. Purpose.** The purposes of this Ordinance are:

(a) To provide the exclusive remedy for, and set forth the terms and conditions under which a limited waiver of the Casino’s sovereign immunity shall be granted solely for Claims against the Casino seeking money damages allegedly resulting from bodily injury, personal injury or property damage at the Tribe’s Gaming Facility and or in connection with the Tribe’s Gaming Operation.

(b) To establish time limits procedures and substantive standards for the filing and prompt and fair adjudication of any Claims against the Casino and to ensure the prompt payment of Claims determined under this Ordinance to be legitimate.

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(c) To allow the Corporation to retain the services of a Claims Administrator to investigate, evaluate, negotiate and determine the resolution of Claims to advise the Casino regarding Claims, and to assist the Casino in mediations hearings and appeals associated with contested Claims.

(d) To meet the obligations under the Compact and provide a limited waiver of the Casino's immunity as set forth in Section 11 of this Ordinance.

(e) To ensure that the Ordinance is interpreted in a manner that conserves Tribal resources, thereby satisfying the purposes of Tribal gaming as set forth in 25 U.S.C. § 2702 (1).

(f) To repeal and supersede all previous tort claims ordinances enacted by the Tribe.

**Section 4. Definitions.**

(a) "Award" is the financial remedy offered a Claimant to resolve a meritorious Certified Claim timely filed under this Ordinance.

(b) "Casino" is the Jamul Casino and/or any other casino owned and operated by the Tribe pursuant to its Compact, any entity engaged by the Tribe to act as manager and/or agent of the Jamul Casino under a federally-approved management contract, and any of such manager's or agent's subsidiaries, affiliates, members, parents, entities, offices or branches.

(c) "Certified Claim" is a Claim that the Claims Administrator has certified as complying with all procedural and substantive requirements of this Ordinance.

(d) "Claim" is the written document, together with supporting information and documentation submitted by a Claimant seeking exclusively compensatory money damages for a Compensable Injury. Documents relating to an action or claim seeking or Prohibited Remedies, or that relate to any harm or damages that do not qualify as a Compensable Injury, do not qualify as a "Claim".

(e) "Claimant" is the individual patron, vendor or visitor who submits a Claim to the Claims Administrator.

(f) "Claims Administrator" is the person or entity designated or retained by the Corporation to receive, investigate, evaluate negotiate and determine the resolution of Claims filed under this Ordinance, to cooperate with the Casino's representatives in mediations, hearings and appeals associated with contested Claims, and to advise the Casino in the final disposition of Claims.

(g) "Compact" is the Tribal-State Compact between the State of California and the Jamul Indian Village of California, as may be amended.

(h) "Compensable Injury" is an injury to a Claimant's person or property that occurs on the premises of the Tribe's Gaming Facility and in direct connection with the Tribe's Gaming Operation, the proximate cause of which was the negligent act of a Casino official, officer, manager, agent or Employee. "Compensable Injury" does not include any injury allegedly sustained by a Tribal official, agent, contractor or Employee in connection with his/her employment or performance of official duties, any injury allegedly sustained by a Tribal member or any person eligible for enrollment in the Tribe, any injury proximately caused by a negligent act that was committed outside the course and scope of the employment and/or authority of a Casino official(s), employee(s) or agent(s) whose act(s) or omission(s) proximately caused or contributed to the cause of the injury, or any injury proximately caused by the act or omission of any person who is not an official, officer, manager, agent or employee of the Casino or who is not otherwise directly subject to the Casino's direction, supervision or control. An injury does not qualify as a Compensable Injury if the person or entity alleged to have been the proximate cause of the injury was not, at the time the injury was sustained, an official, officer, manager, agent or employee of the Casino (not including an independent contractor). An injury arising out of, or related to any acts or omissions committed by any patron, vendor or visitor of a Tribal Gaming Facility or any other third party is not a Compensable Injury. The Casino specifically disclaims, and shall not be liable or responsible for, any such injury. Further, any and all claims allegedly directly or indirectly related to or arising out of licensing (including any discipline related thereto), or employment, including but not limited to claims for work-related injuries to Employees, are not Compensable Injuries.

(i) "Corporation" is the Jamul Indian Village Development Corporation, a wholly owned Tribal enterprise.

(j) "Employee" means a person employed by or in service of the Casino, including by Casino management, or any of their entities, enterprises, agencies, offices or branches under any contract of hire, express or implied, oral or written, under which such individual receives a salary, wages or other compensation for work performed at or for the Casino. "Employee" shall not include any person who qualifies as an independent contractor, contractor, vendor, outside consultant, or volunteer.

(k) "Tribal Council" is the duly elected governing executive, regulatory and preliminary adjudicative body of the Tribe pursuant to the Tribal Constitution.

(l) "Gaming Facility" is any building in which Class III gaming activities or gaming operations occur on Indian lands over which the Tribe exercises jurisdiction.

(m) "Gaming Operation" is any business enterprise owned by the Tribe that offers and operates Class III gaming activities on Indian lands over which the Tribe exercises jurisdiction.

(n) "General Council" is the governing legislative and ultimate adjudicative body of the Tribe pursuant to the Tribal Constitution.

(o) "Jamul Indian Village Reservation" is all those lands within the exterior boundaries of the Jamul Indian Village Indian Reservation in San Diego County, California, and such other lands as hereafter may be acquired by the Tribe or by the United States of America for the Tribe's benefit.

(p) "Judgment" is an order of the Tribal Court or the Tribal Court of Appeals.

(q) "Prohibited Remedies" include equitable relief (including without limitation injunctive or declaratory relief), attorneys' fees or costs interest, lien and attachment and Punitive Damages.

(r) "Punitive Damages" are punitive, exemplary or treble damages, disproportionate damages for pain and suffering and mental anguish, third party damages or other forms of excessive and/or indirect damages.

(s) "Rejected Claim" is a Claim that the Claims Administrator declines to certify because Claimant has failed to comply with one or more procedural requirements as provided herein, including deadlines for filing Claims or the provision of sufficient information or supporting documentation.

(t) "Tribal Court" is the Jamul Indian Village Tribal Court or any other entity explicitly designated by the Tribe to serve in that capacity for purposes of this Ordinance and as permitted under the Compact.

(u) "Tribal Court of Appeals" is the Jamul Indian Village Tribal Court of Appeals or any other entity explicitly designated by the Tribe to serve in that capacity for purposes of this Ordinance and as permitted under the Compact.

(v) "Tribal Gaming Agency" means the Jamul Indian Village Gaming Commission.

(w) "Tribe" is the Jamul Indian Village of California a federally recognized sovereign nation, including all incorporated and/or unincorporated Tribal governmental entities (including, without limitation, the General Council, Tribal Council, Gaming Commission, Corporation) and their officials, officers, managers, agents and employees. For purposes of the definitions used in this Ordinance the term "Tribe" does not include the entities included in the definition of "Casino."

**Section 5. Claims May Only Be Brought Against the Casino.** Claims hereunder may only be brought against the Casino. Claims may not be brought hereunder against any entity or person other than the Casino including, without limitation, the Tribe (including, without limitation, General Council, Tribal Council, Gaming Commission, Corporation), any Casino management company, investor, or business partner, or against any individual (including, without limitation, Tribal or Casino officials, officers, managers supervisors, agents, employees, contractors, members, members of the Tribal Council, members of the Gaming Commission, patrons, visitors, vendors, or any other individual). Claims against the Casino arising out of, connected with or relating to the operation of the Gaming Facility and Gaming Operation may only be brought under this Ordinance. This Ordinance provides the exclusive remedy for any tort claims by Casino patrons, visitors and vendors. By patronizing, visiting or acting as a vendor to the Casino, and independently by filing a Claim hereunder, individuals and entities consent to the Tribe's regulatory and adjudicatory jurisdiction for any matter arising out of or related, directly or indirectly, thereto.

**Section 6. Covered Claims, Limitations and Exclusions.**

(a) This Ordinance creates both procedures and substantive standards for filing, adjudicating and redressing Claims. Only those Claims falling within the express terms of this Ordinance, following the specific procedures provided in this Ordinance, are within the scope of the Casino's limited waiver of sovereign immunity and cognizable hereunder.

(b) Notwithstanding the foregoing, nothing in this Ordinance creates any substantive right to relief or consents to the maintenance against the Tribe, Casino, or any other entity, of any claim based upon any act or omission on or near any property owned by the Tribe by persons who are not officials, officers, managers, agents or employees of the Casino.

(c) The Casino shall not be liable for interest prior to any award or judgment. In any Claim or Claims, the Casino shall not, in any event, be held Liable for damages in excess of ten million dollars (\$10,000,000), and, further, may only be held liable if, and to the extent that such damages are covered by insurance required under the terms of the Compact.

(d) If a Claimant received or is entitled to receive benefits under a non-Casino policy of insurance, other than life insurance, as a result of a loss for which damages are otherwise recoverable under this Ordinance, the amount of such benefits shall be deducted from the amount of damages which would otherwise be recoverable by such Claimant hereunder. There will be no right of subrogation as to such proceeds.

(e) Awards for pain and suffering and mental anguish shall not be available hereunder.

(f) This Ordinance does not allow Claims against the Gaming Commission or Tribe, or provide any remedy or forum for alleged injuries caused by or in connection with the issuance, denial, suspension, revocation, or discipline, or the failure to issue, deny, suspend, revoke or discipline in connection with any permit, license, certificate, approval, order, or similar authorization or disciplinary or any other or related action.

(g) This Ordinance does not provide any remedy or forum for alleged damages or injuries arising directly or indirectly from actual or prospective contractual relationships between the Tribe or the Casino and other parties.

(h) This Ordinance does not provide any remedy for alleged damages or injuries arising directly or indirectly from any alleged misrepresentation by an official, officer, manager, agent or employee of the Casino, unless such misrepresentation was a result of actual fraud, corruption, or malice, upon which the Claimant reasonably relied to his/her detriment, and such Claim is covered by the Casino's insurance required by the Compact.

(i) This Ordinance does not provide any remedy or forum for alleged injuries to Employees, related to or arising directly or indirectly from an Employee's work or employment.

(j) This Ordinance does not provide any remedy or forum for alleged employment discrimination, wrongful termination, or any other alleged harm directly or indirectly related to or arising out of employment with or in connection to the Casino.

(k) This Ordinance does not directly or indirectly provide any remedy or forum for alleged injuries or damages sustained more than one hundred and eighty (180) days prior to the filing of a Claim. This 180 day period for filing Claims is jurisdictional.

(l) This Ordinance does not provide any remedy or forum for any claims of any type for any relief (including without limitation injunctive relief, declaratory relief, indemnity, contribution, or accounting) arising out of any third party litigation.

(m) This Ordinance does not permit Prohibited Remedies.

(n) This Ordinance does not provide any remedy or forum for actions or claims relating directly or indirectly to an incident or occurrence that occurred outside the Tribe's Gaming Facility and/or was unrelated to the Tribe's Gaming Operation.

(o) Any award for damages will be reduced by the amount of negligence apportioned to the Claimant for his or her own loss. Additionally, the Casino will only be responsible to pay for the portion of the total damages equal to its percentage of liability attributable to the Claim.

**Section 7. Tribal Dispute Resolution Process.**

(a) Notice. Upon receipt of notice of a Claim covered by this Ordinance the Casino shall provide notice that the Claimant is required within one hundred eighty (180) days to first exhaust the Tribal Dispute Resolution Process as set forth in this Section 7. Claimant shall be informed that failure to exhaust the Tribal Dispute Resolution Process will result in the Claimant's forfeiture of further rights to pursue a Claim under this Ordinance. Such notice shall be delivered via personal service or certified mail, return receipt requested.

(b) Presentation and Contents of the Claim. A Claimant or his or her legal representative must file a written Claim presenting all material facts relating to the alleged incident and injury. The Casino shall provide a Claim form upon request, along with instructions for its completion and submission, but a Claimant need not use the form so long as all of the information required by the form is provided. At a minimum, the written Claim must contain the following:

- (1) The Claimant's name, mailing address, email address and telephone number.
- (2) The date, location, and detailed account of the alleged incident or occurrence that gave rise to the Claim.
- (3) The identity or description of all persons involved in the incident or occurrence that gave rise to the Claim.
- (4) The identity or description of all witnesses to the incident or occurrence that gave rise to the Claim.
- (5) A detailed description of the alleged damage or injury suffered by the Claimant together with copies of all supporting documentation.
- (6) The specific amount of compensation sought by the Claimant as of the date of the presentation of the Claim, including the estimated amount of any prospective injury, damage, or loss, together with the basis of computation and documentation to support or justify the amount sought.
- (7) All supporting documentary evidence, including witness statements on which the Claimant relies.
- (8) The Claim must be signed by the Claimant under penalty of perjury and dated. If the Claimant is unable to sign the Claim because of physical or mental incapacity, or because the Claimant is deceased, the Claim must be

signed under penalty of perjury by Claimant's legal guardian with power of attorney or, in the case of death, by the executor of the deceased's estate, together with documentation evidencing the guardian's or executor's legal authority to act on the Claimant's behalf.

In the event that the Claimant does not possess complete information about the Claim when the Claim is presented, the Claim shall identify the information that Claimant lacks, set forth with specificity the reason(s) why the information cannot be presented with the initial submission of the Claim and request that the Claimant's time to complete submission of the Claim be extended by an amount of time not to exceed one hundred eighty (180) calendar days from the date of receipt of the written notice provided pursuant to Section 7(a).

(c) Time Limits on Filing Claim. To be timely submitted, the Claim must be received by the Claims Administrator, or such other person or entity as the Casino may designate, no later than one hundred eighty (180) calendar days after the alleged incident or occurrence. If the one hundred eightieth (180th) day falls on a Saturday, Sunday, or federal or Tribal holiday, the deadline shall be deemed to be the next business day. This time limit is jurisdictional and shall be strictly construed to preclude late-filed Claims.

(d) Amending and Supplementing Claims. At any time after submission of a Claim but prior to the expiration of one hundred eighty (180) calendar days from the date of the Casino's receipt of the written notice provided pursuant to Section 7(a), Claimant may supplement or amend the Claim, but only if the amendment relates to the same transaction or occurrence that gave rise to the original Claim.

(e) Burden of Proof. The Claimant bears the burden of providing sufficient information and documentation to prove by a preponderance of evidence both that the Casino is liable for the Claimant's injuries and the compensation due, in accordance with this Ordinance. The burden of proof shall remain with the Claimant at all times to show that the injured person's purpose for entry onto Tribal lands arose out of or was directly connected with or related to the Casino's operation, including for the purposes of patronizing the Casino or providing goods or services to it. A Claimant's failure to exhaust the Tribal Dispute Resolution Process shall result in final dismissal of the Claim.

(f) Certification or Rejection of Claims.

(1) Within thirty (30) calendar days of the receipt of a Claim, the Claims Administrator shall determine whether:

(a) the Claim was received within one hundred eighty (180) calendar days of the alleged incident or occurrence;

- (b) the Claim as presented substantially complies with the content requirements described in Section 7(b) above and is signed under penalty of perjury;
- (c) the incident or occurrence alleged by the Claim occurred on the premises of the Tribe's Gaming Facility and in connection with the Tribe's Gaming Operation;
- (d) the alleged injury or damage may have been the proximate result of a negligent or wrongful act or omission of any official officer manager, agent or Employee of the Casino, or such act or omission may have been a contributing cause of the alleged injury or damage;
- (e) the Claim seeks a remedy created by and available under this Ordinance; and
- (f) the Claim has not be abandoned hereunder.

These determinations shall be made solely for the purpose of determining whether to certify the Claim for further proceedings, and shall not constitute a determination of the merits of the Claim. Additionally, the Claims Administrator shall notify the Tribal Gaming Agency of each Claim and shall provide information to the Gaming Commission, the Board of Directors of the Corporation, Casino management and/or insurer, as requested.

- (2) If the Claims Administrator determines, in his or her professional judgment and discretion as delegated herein, that a Claim satisfies the requirements of this Section 7 specifically, and this Ordinance generally, the Claims Administrator will certify the Claim. Within thirty (30) days after determining a Claim is eligible for certification, the Claims Administrator shall send to the Claimant at the address or email address provided in the Claim a written "Certification of Claim." The Claims Administrator shall then undertake an investigation of the Claim's merit.
- (3) In the event the Claims Administrator determines that a timely filed Claim contains incomplete information or is missing any of the items required hereby, the Claims Administrator shall notify the Claimant in writing that the Claim is incomplete and shall identify the information and any documentation that the Claimant must provide in order to present a

complete Claim. The Claimant shall be given at least twenty (20) business days from the date of notification to provide the requested information.

- (4) If the Claims Administrator does not receive the requested information within the time provided, or if the Claim for other reasons does not comply with the requirements of this Ordinance, it shall be rejected. In such case, the Claims Administrator shall send to the Claimant, within thirty (30) days of its determination, a written "Rejection of Claim" at the address or email address provided in the Claim. The Rejection of Claim shall state all grounds for this action and inform Claimant of his or her right to appeal the Claim Administrator 's decision to the Tribal Court, in accordance with the provisions of Section 8(a) below.

(g) Claim Investigation.

- (1) For each Claim that is certified, the Claims Administrator, in coordination with the Casino, shall investigate the matter to determine the Claim's validity and the amount of any legitimate damages. In the absence of extraordinary circumstances such as the unavailability of witnesses unresolved medical issues or non-cooperation of repositories of information, investigation of the Claim shall generally be concluded within one hundred eighty (180) days from the date of receipt of the written notice provided pursuant to Section 7(f)(2).
- (2) If, during the investigation, the Claims Administrator determines that additional evidence or documentation is necessary, the Claims Administrator shall request that the Claimant or his/her legal representative provide such additional supporting evidence or documentation. Any such request shall provide the Claimant at least twenty (20) business days to respond. The Claimant may request a reasonable extension of time to provide the requested evidence or documentation. If the Claims Administrator does not receive the requested evidence or documentation within the time provided, the Claim shall be considered abandoned and, on this basis shall be automatically denied. No award shall be made on any abandoned claim and the Casino's limited waiver of sovereign immunity shall not apply to any abandoned claims. The Claims Administrator shall send to the Claimant, within thirty (30) days of making the determination of abandonment, written notice of denial of the Claim that describes the grounds for the decision and informs the Claimant of his or her right to appeal the decision to the Jamul Tribal Court in accordance with Section 8(a) below.

(h) Claim Resolution.

- (1) After concluding an investigation, the Claims Administrator shall determine whether the Claim has merit and warrants an Award or whether the Claim should be denied, keeping in mind that the Claimant has the burden of proving by a preponderance of the evidence that the Casino is liable and the amount of damages is proper. Prior to issuing a formal written decision, the Claims Administrator shall first attempt to resolve the matter through informal negotiation and, if agreed upon by both parties, through mediation.
- (2) If the parties agree to mediate, the Claims Administrator shall, within thirty (30) days of such agreement, select a neutral third-party mediator and, contingent upon mediator availability, mediation shall begin no later than thirty (30) days after selection of the neutral mediator. Each party shall pay half of the cost of the mediator and related services and bear its own costs and attorney fees.
- (3) If informal negotiations and dispute resolution efforts fail to resolve the Claim, and the Claims Administrator determines the Claim is without merit, the Claims Administrator shall deny the Claim and, within thirty (30) days after reaching its decision, inform the Claimant in writing that the Claim is denied, describing all grounds for that decision, and informing the Claimant of his or her right to appeal the decision to the Jamul Tribal Court in accordance with Section 8(a) below.
- (4) If the Claims Administrator determines a Claim is valid, the Claims Administrator shall be authorized to enter into a binding settlement or render a final decision and issue an award in an amount authorized by the Board of Directors of the Casino which shall be binding on the Casino and its insurer.
- (5) If the Claims Administrator determines a Claim is valid but is unable to reach agreement with the Claimant regarding the amount of any award, the Claims Administrator shall issue a written decision, describing all grounds for that decision, including the amount of its proposed award. The Claims Administrator shall inform the Claimant of his or her options either to accept the stated award as full and final settlement of the Claim or to reject the proposed award and appeal the decision to the Tribal Court in accordance with Section 8(a) below.

- (6) The Casino or its designee shall establish policies and procedures governing the processing of Claims under this Ordinance, including the Claims Administrator's document retention policy.

**Section 8. Appeals from Tribal Dispute Process.**

(a) Tribal Court.

- (1) A Claimant may appeal to the Tribal Court the Claims Administrator 's rejection of a Claim on procedural grounds, the denial of a Claim on the merits, or the amount of an Award. However, the Tribal Court shall have no jurisdiction over any Claim brought pursuant to this Ordinance until the one hundred eighty first (181st) day after Claimant's receipt of notice provided pursuant to Section 7(a) or until the Tribal Dispute Process described in Section 7 of this Ordinance has been exhausted, whichever is later. However, the parties may mutually agree to a longer period in which to conclude the Tribal Dispute Process.
- (2) To initiate an appeal, the Claimant must, within thirty (30) days of receipt of the Claims Administrator 's decision, submit to the Tribal Court a written notice of appeal and shall serve such notice on the Claims Administrator.
- (3) Upon receipt of an appeal notice, the Claims Administrator shall compile and provide to the Tribal Court a copy of the Claim file.
- (4) No Judgment may exceed ten million dollars (\$10,000,000) and the Tribal Court shall have no jurisdiction or authority to award Prohibited Remedies.
- (5) The Tribal Court shall review the Claims Administrator 's decision for an abuse of discretion.
- (6) Resolution of the dispute before the Tribal Court shall be at no cost to the Claimant (excluding Claimant's attorney's and other professional fees and costs).

(b) Tribal Court of Appeals/Intertribal Court of Southern California Court of Appeals.

- (1) Any party dissatisfied with the judgment of the Tribal Court may, at the party's election, within thirty (30) days of receipt of the Tribal Court

decision, appeal the judgment to the Tribal Court of Appeals, provided that the party making such election must bear all costs and expenses associated with the appeal, regardless of the outcome.

- (2) The Tribal Court of Appeals shall review all determinations of the Tribal Court on matters of law for clear error, and shall review factual determinations under the substantial evidence standard. The Tribal Court of Appeals shall have no authority to award Prohibited Remedies or reduce court fees.
- (3) The decision of the Tribal Court of Appeals shall be final and not subject to further appeal.

**Section 9. Governing Law.**

(a) All Claims of bodily injury, personal injury or property damage arising under this Ordinance shall be resolved pursuant to the substantive standards of California tort law as limited or modified by the Indian Gaming Regulatory Act, 25 U.S.C. §§ 2701-21, the Compact, and this Ordinance's terms and conditions.

(b) Discovery in the Tribal Court and Tribal Court of Appeals shall be governed by the Intertribal Court of Southern California Code of Civil Procedure, Article IV as may be amended.

**Section 10. Payment and Finality.**

(a) The Casino shall not be obligated to pay any Award or Judgment that is not covered by, or that exceeds the policy limits of, the Casino's liability insurance; provided however, that the Casino shall be obligated to pay any portion of an Award or Judgment that is subject to a self-insured deductible. The Casino's insurer shall pay any cognizable Award or Judgment in the same manner and at the same time as judgments rendered in the courts of the United States. Awards or Judgments shall be paid within thirty (30) days after becoming final. If an appeal is filed, payment shall be deferred until final disposition of the appeal, after which timely payment shall be made in accordance with such disposition.

(b) Any Award, Judgment, compromise, settlement, or determination of a Claim under this Ordinance shall be final and conclusive on the Tribe, except when procured by means of fraud.

(c) The acceptance by a Claimant of any Award, compromise, settlement, or Judgment on a Claim shall be final and conclusive on the Claimant and shall constitute a

complete release by the Claimant of any present or future claim arising from the same or connected circumstances by the Claimant against the Casino and its Employees and agents whose act or omission gave rise to the Claim.

**Section 11. Limited Waiver of Sovereign Immunity.** This limited waiver of the Casino's sovereign immunity from, and its right to assert sovereign immunity with respect to the resolution of, shall apply to (i) appeals of Claim dispositions filed with the Tribal Court and the Tribal Court of Appeals pursuant to this Ordinance, and (ii) actions in Tribal Court and Tribal Court of Appeals to enforce its obligations under this Ordinance or enforce or execute a judgment based upon an award of the Tribal Court or Tribal Court of Appeals. Provided however, that this limited waiver shall not apply to any Claim seeking, or purported award of any Prohibited Remedies, or for Claims or those portions of Claims or Judgments that exceed ten million dollars (\$10,000,000). In the event that a Claimant or any other person seeks any Prohibited Remedy or an amount that exceeds ten million dollars (\$10,000,000.00), this limited waiver of immunity does not apply. This limited waiver shall not apply to any Claim that does not strictly comply with all provisions of this Ordinance. This limited waiver shall not apply to abandoned claims. This limited waiver shall apply only in the specific forums, and for the specific actions, set forth herein and no other. This limited waiver shall not apply to any Casino or Tribal assets other than applicable Casino insurance policy proceeds. This limited waiver shall not apply to claims or Claims made against individual Tribal or Casino officials or employees. This limited waiver shall be strictly and narrowly construed. The Casino's sovereign immunity is not waived in any way with regard to any claim that does not meet the requirements of this Ordinance.

**Section 12. Exclusive Remedy.** This Ordinance provides the exclusive procedure, forum, and remedy for pursuit of Claims. Except as expressly provided herein, and subject to the limitations expressed and implied herein, this Ordinance does not constitute a waiver of the sovereign immunity of the Tribe or its officials, officers, managers, agents or employees, and the Tribe reserves all rights for itself and its officials, officers, managers, agents and employees.

**Section 13. Abandoned Claims.** No Claim shall be pursued or sustained pursuant to this Ordinance if a concurrent or alternate action seeking damages for an injury arising from or related, directly or indirectly to, the same incident has been filed in any forum or venue not explicitly permitted under this Ordinance. If such an action is filed in any other forum or venue prior to or during the pendency of a Claim pursuant to this Ordinance, the Claim pursuant to this Ordinance is and shall conclusively be deemed to have been abandoned and shall not be eligible thereafter for an award of any kind. Claims brought against any entity or person other than the Casino shall be deemed to have abandoned the entire Claim. Abandoned claims shall not be eligible for consideration under this Ordinance. This provision shall not be construed to confer any right to bring an action in any other forum, nor as acquiescence by the Casino to a claim of jurisdiction by a court or agency of any other sovereign. The Claims Administrator 's

determination that a Claim has been abandoned shall be reviewable on appeal for abuse of discretion. Claimants abandoning Claims hereunder shall be liable to the Casino for attorneys' fees, costs, compensation for Casino employee time and effort expended on such Claims, and interest on such fees, costs, and compensation. The Tribal Court shall have jurisdiction to award such fees, costs and compensation.

**Section 14. Severability.** If any part of this Ordinance is held to be invalid, the remainder shall continue to be in full force and effect to the maximum extent possible.

**Section 15. Amendments.** This Ordinance may be amended in accordance with Tribal law.

**Section 16. Repeal of Prior Ordinances.** This Ordinance repeals and supersedes all previous tort claims ordinances enacted by the Tribe with respect to the Casino.

**Section 17. Effective Date.** This Ordinance, as amended, shall be effective as of the date adopted by the Board. All previous ordinances permitting the filing of Claims against the Casino or its officers, agents or employees for injuries to persons or property shall be repealed and of no further force and effect; provided that the provisions of this Ordinance, as amended, shall not apply to any Claim timely filed before the effective date of this Ordinance, as amended, but all Claims arising or filed on or after the effective date of this Ordinance, as amended, shall be subject to the procedural and substantive provisions of this Ordinance, as amended.