SHINGLE SPRINGS BAND OF MIWOK INDIANS

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SHINGLE SPRINGS RANCHERIA
(VERONA TRACT), CALIFORNIA
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CASINO PATRON DISPUTE POLICY AND REGULATIONS

Section 1. Purpose

In accordance with Section 10.0 of the Compact, the purpose of this Policy is to provide a fair process for Claimants to resolve disputes over the play or operation of Gaming Activity arising at the Tribe's Casino.

Section 2. Definitions

Wherever used in this Policy, the terms defined in this section shall have the following meaning.

A. **"Casino"** – refers to the Red Hawk Casino;

B. **"Claimant"** - means a patron of the Casino by or on whose behalf a claim over the play or operation of any game, including any refusal to pay to a patron any alleged winnings from any Gaming Activities, is made pursuant to this Policy;

C. **"Claim"** – means a claim over the play or operation of any game, including any refusal to pay to a patron any alleged winnings from any Gaming Activities;

D. **"Compact"** - refers to the Amended and Restated Tribal-State Gaming Compact Between The Shingle Springs Band of Miwok Indians and The State of California;

E. **"Gaming Activities"** – means the Class III Gaming activities authorized under the Compact in Section 3.1;

F. **"Gaming Commission" -** means the Shingle Springs Tribal Gaming Commission, a governmental entity of the Tribe formed to protect the welfare and livelihood of the Shingle Springs Band of Miwok Indians by ensuring that Red Hawk Casino complies with all Federal, State and Tribal gaming laws;

G. **"Gaming Facility"** - refers to the Red Hawk Casino;

H. **"Gaming Operation"** – means each economic entity that is licensed by the Tribe, operates games, receives gaming revenues, issues prizes, and pays gaming related

expenses. A gaming operation may be operated by the Tribe directly or by a management contractor;

I. **"Policy"** - means this Casino Patron Dispute Policy and Regulations;

J. **"Tribal Court"** - means the Shingle Springs Tribal Court established pursuant to Tribal ordinance;

K. **"Tribe"** – refers to the Shingle Springs Band of Miwok Indians, a federally-recognized Indian tribe, or an authorized official or agency thereof;

All other terms not defined in this Policy shall have the definition assigned to them in the Compact.

Section 3. Limited Waiver of Sovereign Immunity

For Gaming Activity Claims under this Policy, if the Claimant has exhausted the Tribal Dispute Process, the Tribe expressly waives its right to assert sovereign immunity in connection with the Tribal Court's jurisdiction and JAMS arbitrator's jurisdiction and in any action to;

1. Enforce the Tribe's or the Claimant's obligation to arbitrate;

2. Confirm, correct, modify, or vacate the arbitral award rendered in the arbitration;

3. Enforce or execute a judgment based upon the award.

Section 4. Tribal Dispute Resolution Process

The Claimant must first exhaust the Tribal Dispute Resolution Process before he or she may bring a Gaming Activity Claim under this Policy to Tribal Court or arbitration. The process for Tribal Dispute Resolution shall be;

Step 1. A Claimant must make an oral or written complaint to the Risk Manager of the Gaming Operation within three (3) days of the play or operation at issue.

Step 2. Upon receiving the complaint, the Gaming Operation shall provide the Claimant with written notice of the Claimant's rights to request a resolution of the dispute, and if dissatisfied with the resolution, seek resolution in either Tribal Court or through binding arbitration. The Gaming Operation shall also provide the Claimant with an Administrative Claim Form.

1. If the Claimant does not receive this notification within thirty (30) days of submitting the complaint, all deadlines in this Policy shall be removed and only relevant statute of limitations under California law shall apply.

2. Providing a copy of this Policy shall be sufficient to fulfill the notification requirement.

Step 3. Upon receiving the written notification described in Step 2 above, the Claimant has fifteen (15) days to submit an Administrative Claim Form to request dispute resolution with the Gaming Commission.

Step 4. Upon receipt of the Administrative Claim Form, the Gaming Commission shall conduct an appropriate investigation, shall provide the Claimant a copy of its regulations concerning Claims, which may be this Policy, and shall render a decision within sixty (60) days that;

1. Is in writing;

2. Sets forth the reasons for the decision;

3. Is based on the facts surrounding the dispute; and

4. Is in accordance with industry practice extant in Nevada or New Jersey.

Step 5. If the Claimant is dissatisfied with the decision of the Gaming Commission, or no decision is issued within the sixty (60)-day period, the Claimant may request that the dispute be settled either in the Tribal Court or by binding arbitration. The decision to choose either the Tribal Court or arbitration shall be at the Claimant's sole discretion.

Section 5. Tribal Court

If the Claimant requests the dispute be settled in Tribal Court, the Tribe shall consent provided the following apply;

A. Unless otherwise stated in this Ordinance, all Tribal Court rules and procedures shall apply.

B. Resolution of the dispute before the Tribal Court system shall be at no cost to the Claimant (excluding any cost, if any, incurred by the Claimant on their own, including Claimant's attorney or expert witness fees).

C. The decision of the Tribal Court shall be binding on both parties.

D. If any alleged winnings are found to be a result of a mechanical, electronic or electromechanical failure and not due to the intentional acts or gross negligence of the Tribe or its agents, the Tribal Court shall deny the Claim for the winnings but shall award reimbursement of the amount wagered by the Claimant which was lost as a result of any said failure.

Section 6. Arbitration

If the Claimant requests the dispute be settled in arbitration, the Tribe shall consent provided the following apply;

A. The Claim shall be heard by a single arbitrator, who is a retired judge ("JAMS arbitrator").

B. The arbitration shall be conducted in accordance with the Streamlined Arbitration Rules and Procedures of JAMS (or if those rules no longer exist, the closest equivalent).

C. The arbitration shall take place within twenty-five (25) miles of the exterior boundaries of the Shingle Springs Rancheria located in El Dorado County, California.

D. The cost and expenses of the JAMS arbitration shall be initially borne equally by the Tribe and the Claimant. Each party shall pay their share of the cost at the time of Claimant's election of arbitration. The arbitrator shall award to the prevailing party its costs and expenses (but not attorney fees).

E. The decision of the arbitrator shall be binding on both parties.

F. If any alleged winnings are found to be a result of a mechanical, electronic or electromechanical failure and not due to the intentional acts or gross negligence of the Tribe or its agents, the JAMS arbitrator shall deny the Claim for the winnings but shall award reimbursement of the amount wagered by the Claimant which was lost as a result of any said failure.

Section 7. Appeals

Any party dissatisfied with the award of the Tribal Court or JAMS arbitrator may at the party's election invoke the JAMS Optional Arbitration Appeal Procedure (and if those rules no longer exist, the closest equivalent); provided that the party making such election must bear all costs and expenses of JAMS and the JAMS arbitrators associated with the Appeal Procedure, regardless of the outcome.

Section 8. Class II Gaming Disputes

Disputes regarding Class II gaming activities are not addressed in the manner discussed above as the Compact does not regulate disputes regarding Class II Gaming Activities. If a Claimant has a dispute regarding the payout of a Class II gaming activity he or she must do the following to resolve the claim.

Step 1. A Claimant must make an oral or written complaint to the Risk Manager of the Gaming Operation within three (3) days of the play or operation at issue.

Step 2. Upon receiving the complaint, the Gaming Operation shall provide the Claimant with an Administrative Claim Form.

Step 3. Upon receiving the Administrative Claim Form, the Claimant has fifteen (15) days to submit an Administrative Claim Form to request dispute resolution with the Gaming Commission.

Step 4. Upon receipt of the Administrative Claim Form, the Gaming Commission shall conduct an appropriate investigation, shall provide the Claimant a copy of its regulations concerning Claims, and shall render a decision within sixty (60) days that;

1. Is in writing;

2. Sets forth the reasons for the decision;

3. Is based on the facts surrounding the dispute; and

4. Is in accordance with industry practice extant in Nevada or New Jersey.

All decisions of the Gaming Commission shall be final.

Section 9. Amendments

This Policy, or any section herein, may be amended by a majority vote of the Tribal Council.

Section 10. Severability

If any part of this Policy is found void and without legal effect, the remainder of the Policy shall continue to remain in full force and effect, as though such part had not been contained therein.

Section 11. Effective Date

This Ordinance shall become effective upon adoption by the Tribal Council and shall replace all existing patron dispute policies thereby encompassing all past, present and future claims.

CERTIFICATION

As a duly-elected official of the Shingle Springs Band of Miwok Indians, I do hereby certify that, at a meeting duly called, noticed, and convened on the 22nd day of August, 2013 at which time a quorum of 6 was present, this policy was duly adopted by a vote of 6 FOR, 0 AGAINST, 0 ABSTAINED, and said policy has not been rescinded or amended in any form.

Harold H. Hand
Tribal Council Chairperson

8-22-13
Date

ATTEST

Kathleen A. Fyter
Tribal Council Secretary

8-22-13
Date

SHINGLE SPRINGS BAND OF MIWOK INDIANS
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RESOLUTION 2013-49

SUBJECT: APPROVAL OF AMENDMENTS TO THE CASINO PATRON DISPUTE POLICY AND REGULATIONS.

WHEREAS, the Shingle Springs Band of Miwok Indians (the "Tribe") is a federally recognized Indian tribe eligible for the special programs and services provided by the United States to Indians because of their status as Indians and is recognized as possessing powers of self-government; and

WHEREAS, the Shingle Springs Tribal Council is the duly-elected governing body of the Tribe and is authorized to act on behalf of the Tribe; and

WHEREAS, on July 23, 2013 the Amended and Restated Gaming Compact (the "Compact") between the Tribe and the State of California was approved; and

WHEREAS, Sections 10.0 of the Compact requires the Tribe to adopt regulations governing patron disputes over the play or operation of any game at the Gaming Facility; and

WHEREAS, Section 10.0 of the Compact requires the Tribe to grant a limited waiver of sovereign immunity related to the resolution of patron disputes; and

WHEREAS, the Tribe adopted the "Patron Dispute Policy and Procedures" on December 16, 2008; and

WHEREAS, the Tribe now desires to update the Patron Dispute Policy in order to comply with section 10.0 of the Compact; and

WHEREAS, the Ordinance was amended to change the processes and procedures by which a patron dispute may be resolved, including allowing disputes to be resolved in our Tribal Court; and

WHEREAS, the Tribal Council has reviewed the amendments to the Patron Dispute Policy and Regulations, a copy of which is attached, and has found adoption necessary in order to comply with the Compact.

NOW THEREFORE, BE IT RESOLVED that the Tribal Council hereby enacts and adopts the attached amended "Patron Dispute Policy and Regulations," as a Policy of the Tribe, and

authorizes the Chairman or his designee to execute any and all documents and agreements necessary as may be required to give effect to the transactions, herein contemplated, and to take such other actions as may hereby be necessary and appropriate to carry out the obligations there under; and

BE IT FURTHER RESOLVED, the Tribe waives its sovereign immunity to the extent required by the Compact in relation to patron disputes; and

BE IT FURTHER RESOLVED, that this Patron Dispute Policy supersedes and replaces all previous policies or resolutions in conflict with this one; and

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately.

CERTIFICATION

As a duly-elected official of the Shingle Springs Band of Miwok Indians, I do hereby certify that, at a meeting duly called, noticed, and convened on the 22nd day of August, 2013 at which time a quorum of 6 *was present, this resolution was duly adopted by a vote of* 6 *FOR,* 0 *AGAINST,* 0 *ABSTAINED, and said resolution has not been rescinded or amended in any form.*

Harold A. Ford — 8-22-13

Chairperson — Date

ATTEST:

Kathleen A. Fox — 8-22-13

Secretary — Date