

PLAINTIFF'S EXHIBIT E

P.O. BOX 1707

HAVASU LAKE, CA 92363

(800) 307-3610

(760) 858-4593

FAX (760) 858-4295

www.havasulanding.com



ENTERPRISE
OF THE
CHEMUR
INDIAN TRIB

September 27, 2007

Greg Mullally
3314 Cinnamon Dr.
Lake Havasu City, AZ 86406

Enclosed is an "Employee Leave Request Form" to be signed by you and return to Payroll to process for payment.

To grant your leave of absence we will need to receive the "Leave of Absence Request" form that was already sent to you.

Mary Petersen



HAVASUPI LANDING

RESORT & CASINO



Employee's Name: GREG MULLALLY

Family Medical Leave Act (FMLA) of 1993

The Family and Medical Leave Act (FMLA) covers employees who have worked for the employer for at least 12 months and have provided at least 1,250 hours of labor in the 12 consecutive months before the leave and it is calculated back from the date of hire (anniversary date). The Act provides for 12 weeks of unpaid leave in any 12-month period for the birth and care of employee's newborn child, adoption of a child, care of spouse, child or parent with serious health condition and employee unable to work because of serious health condition.

The employer must continue current health plan benefits at the request of the employee and the employer has the right to collect health plan premiums during a leave. All approved leaves under the Act are without pay.

If an employee has accrued (unused) sick leave hours, they must all be applied toward the leave. After all the sick leave hours have been used and the employee continues to be on FMLA leave, all accrued (unused) vacation hours must be applied toward the leave.

An employee returning from leave under the Act will be reinstated to his/her previous or an equivalent position without loss of any benefits that accrued prior to the leave. If and after the employee has used all of the 12 weeks of FMLA leave, the employer is not obligated to reinstate the employee to his/her previous position and/or pay. Employees requiring to extend their leave or are requiring a leave greater than 12 weeks must apply for the additional time and receive approval in writing from management. Employees who are release to return back to work after the 12 week FMLA leave, are encouraged to notify the Human Resources Manager to see what jobs are available at that time.

The employer will permit the employee to take intermittent leave when allowed under the Act. An intermittent leave includes time off which is not taken consecutively or on a continuous basis. The employer may require the employee to transfer temporarily to an equivalent, alternate position that has equivalent pay and benefits but might better accommodate planned absences.

The employee must give the employer 30 days notice when requesting leave under the Act or as much notice as is practicable. The employee must make reasonable effort to schedule planned medical treatment so as not to disrupt the employer's operations.

As of October 15, 2007 you have 12 weeks and 0 days left of your FMLA
Date

Leave, from your last anniversary date of July 1, 2007
Date

Human Resources Manager: M. Petersen

Date: 9-20-07



HAVASUTLAND RESORT AND CASINO

* P.O. Box 1707 Havasu Lake, CA 92363 * 760.858.4593 * 800.307.3610
* Fax 760.858.4295 * Email - info@havasutland.com * Internet - www.havasutland.com

Date: SEPT. 20, 2007

To: GREG MULLALLY

From: MARY PETERSEN

Subject: Request for Family/Medical Leave

On SEPT. 20, 2007 (date), you notified us of your need to take family/medical leave due to:

- ☐ the birth of a child, or the placement of a child for adoption or foster care, or
☒ a serious health condition that you need care for; or
☐ a serious health condition affecting your ☐ spouse, ☐ child, ☐ parent, for which you need to provide care.

You notified us that you need this leave beginning on October 15, 2007 (date) and that you expect to continue until, on or about JANUARY 7, 2008 (date).

Except as explained below, you have a right under the FMLA Act to take up to 12 weeks of unpaid leave in a 12-month period for the reasons listed above. Also, your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work, and you must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from leave. If you do not return to work following the FMLA leave for a reason other than; (1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; or (2) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.

This is to inform you that: (Check appropriate boxes; explain where indicated).

1. You are ☒ eligible ☐ not eligible for leave under the FMLA.
2. The requested leave ☒ will ☐ will not be counted against your annual FMLA leave entitlement.
3. You ☒ will ☐ will not be required to furnish medical certification of a serious condition. If you are required, you must furnish certification by SEPT. 30, 2007 (insert date) (must be at least 15 days after you are notified of this requirement) or we may delay commencement of your leave until the certification is submitted.

CERTIFICATION OF PHYSICIAN OR PRACTITIONER

Family and Medical Leave Act of 1993

1. Employee's Name: Cinegary Mullally 2. Patient's Name (if other than employee): SAME
3. Diagnosis: Mood Disorder NOS
4. Date condition commenced: Sept 17, 2007 5. Probable duration of condition: 6 MONTH
6. Regimen of treatment to be prescribed (indicate number of visits, general nature and duration of treatment, including referral to other provider of health services. Include schedule of visits or treatment if is medically necessary for the employee to be off work on an intermittent basis or to work less than the employee's normal schedule of hours per day or days per week):

a. By physician or practitioner:

b. By another provider of health services, if referred by physician or practitioner:

IF THIS CERTIFICATION RELATES TO CARE FOR THE EMPLOYEE'S SERIOUSLY ILL FAMILY MEMBER, SKIP ITEMS 7, 8 AND 9 AND PROCEED TO ITEMS 10 THRU 14 IN BOX. OTHERWISE, CONTINUE BELOW.

Check Yes or No in the boxes below, as appropriate.

7. ☒ Is inpatient hospitalization of the employee required?
8. ☒ Is employee able to perform work of any kind? (If "No", skip to item 9.)
9. ☒ Is employee able to perform the functions of employee's position? (answer after reviewing statement from employer of essential functions of employee's position, or if non provided, after discussing with employee).

FOR CERTIFICATION RELATING TO CARE FOR THE EMPLOYEE'S SERIOUSLY-ILL FAMILY MEMBER, COMPLETE ITEMS 10 THRU 14 AS THEY APPLY TO THE FAMILY MEMBER.

10. ☒ Is inpatient hospitalization of the family member (patient) required?
11. ☒ Does (or will) the patient required assistance for basic medical, hygiene, nutritional need, safety safety or transportation?
12. ☒ Is employee able to perform the functions of employee's position? (answer after reviewing statement from employer of essential functions of employee's position, or if non provided, after discussing with employee).
13. Estimate the period of time care is needed or the employee's presence would be beneficial:

ITEM 14 IS TO BE COMPLETED BY THE EMPLOYEE NEEDING FAMILY LEAVE

14. When family leave is needed to care for a seriously-ill member, the employee shall state the care he or she will provide and an estimate of the time period which this care will be provided, including a schedule if leave is to be taken.

15. Signature of physician or practitioner: [Signature] Date: 10-3-07

17. Type of Practice (field or specialization, if any): PSYCHIATRY

Employee's Signature: [Signature] Date: 10-3-07

HAVASULANDING RESORT AND CASINO

Leave of Absence Request

Date: 10-3-2007

Name: GREGORY MULLALLY Job Title: SLOT MANAGER

I am requesting for a leave of absence for the period and reason indicated below:

To begin: 10-15-07 To end: 1-7-08

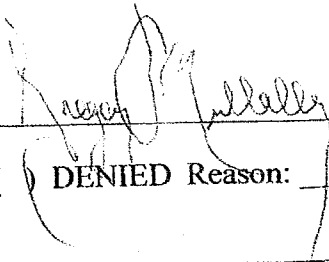
Reason: FILIA Medical LEAVE

I understand this leave of absence is subject to the following conditions:

- (1) If I accept other employment during the period of this leave, my rights to certain compensation/benefits may be reduced or eliminated.
- (2) I will return to work on the first day after this leave period expires, unless I have made other arrangements with the employers and/or have provided medical certification of my inability to return to work at which time my leave may be extended.
- (3) Coverage under the various group insurance policies will not be continued by the company unless initialed below by a representative of the company.

HEALTH _____ LIFE INSURANCE _____
DENTAL _____
EYE CARE _____ AFLAC _____

- (4) I have made the following arrangements to pay the cost to continue any of the above policies:

Employee's Signature:  Date: 10-2-2007

() APPROVED () DENIED Reason: _____

Department Manager's: _____ Date: _____

Human Resources: _____ Date: _____

**EMPLOYEE LEAVE REQUEST FORM**Employee: GREG MULLALLYDate Request Submitted: 9-12-07

Dept: _____

Position: _____

I, the undersigned, am hereby requesting authorization for leave as indicated below.

Leave requested	Effective Period	Total Hours	
		W/Pay	WO/Pay
<input checked="" type="checkbox"/> Sick Leave	From <u>9-28-07</u> to <u>9-30-07</u>	<input type="checkbox"/> <u>6.00</u> Hrs.	<input type="checkbox"/> _____ Hrs.
<input checked="" type="checkbox"/> Vacation Leave	From <u>9-30-07</u> to <u>10-9-07</u>	<input checked="" type="checkbox"/> <u>52.00</u> Hrs.	<input type="checkbox"/> _____ Hrs.
<input type="checkbox"/> Jury Duty Leave	From _____ to _____	<input type="checkbox"/> _____ Hrs.	<input type="checkbox"/> _____ Hrs.
<input type="checkbox"/> Emergency Leave	From _____ to _____		<input type="checkbox"/> _____ Hrs.
<input type="checkbox"/> Personal Day	From _____ to _____	<input type="checkbox"/> _____ Hrs.	<input type="checkbox"/> _____ Hrs.
<input type="checkbox"/> Medical Leave	From _____ to _____	<input type="checkbox"/> _____ Hrs.	<input type="checkbox"/> _____ Hrs.
<input type="checkbox"/> FMLA (See H.R. Mgr.)	From _____ to _____	<input type="checkbox"/> _____ Hrs.	<input type="checkbox"/> _____ Hrs.
<input type="checkbox"/> Other: _____	From _____ to _____	<input type="checkbox"/> _____ Hrs.	<input type="checkbox"/> _____ Hrs.

Reason for leave: P.P.E 10-11-07 Paying 58.75 HRS. of REMAINING
SICK HOURS PLUS VAC. HOURS

NOTE: All requests for leave are pursuant to the Policies and Procedures and subject to approval by the employee's supervisor. Before the leave is approved, the employee, Supervisor or Manager must give the form to payroll to verify that the employee has those hours available to be paid.

Employee's Signature: _____

☐ Approved☐ Denied

Payroll Acknowledgement: _____

Reason for denial: _____

Supervisor's Signature: _____ Date: ____/____/____

**PLAINTIFF'S
EXHIBIT F**

in respect to any such matter, the applicable state statute or regulation shall be deemed to have been adopted by the Tribe as the applicable standard.

Sec. 10.3 Participation in state statutory programs related to employment. (a) In lieu of permitting the Gaming Operation to participate in the state statutory workers' compensation system, the Tribe may create and maintain a system that provides redress for employee work-related injuries through requiring insurance or self-insurance, which system must include a scope of coverage, availability of an independent medical examination, right to notice, hearings before an independent tribunal, a means of enforcement against the employer, and benefits comparable to those mandated for comparable employees under state law. Not later than the effective date of this Compact, or 60 days prior to the commencement of Gaming Activities under this Compact, the Tribe will advise the State of its election to participate in the statutory workers' compensation system or, alternatively, will forward to the State all relevant ordinances that have been adopted and all other documents establishing the system and demonstrating that the system is fully operational and compliant with the comparability standard set forth above. The parties agree that independent contractors doing business with the Tribe must comply with all state workers' compensation laws and obligations.

(b) The Tribe agrees that its Gaming Operation will participate in the State's program for providing unemployment compensation benefits and unemployment compensation disability benefits with respect to employees employed at the Gaming Facility, including compliance with the provisions of the California Unemployment Insurance Code, and the Tribe consents to the jurisdiction of the state agencies charged with the enforcement of that Code and of the courts of the State of California for purposes of enforcement.

(c) As a matter of comity, with respect to persons employed at the Gaming Facility, other than members of the Tribe, the Tribal Gaming Operation shall withhold all taxes due to the State as provided in the California Unemployment Insurance Code and the Revenue and Taxation Code, and shall forward such amounts as provided in said Codes to the State.

Sec. 10.4. Emergency Service Accessibility. The Tribe shall make reasonable provisions for adequate emergency fire, medical, and related relief and disaster services for patrons and employees of the Gaming Facility.

Sec. 10.5. Alcoholic Beverage Service. Standards for alcohol service shall be subject to applicable law.

Sec. 10.6. Possession of firearms shall be prohibited at all times in the Gaming Facility except for state, local, or tribal security or law enforcement personnel authorized by tribal law and by federal or state law to possess fire arms at the Facility.

Sec. 10.7. Labor Relations.

Notwithstanding any other provision of this Compact, this Compact shall be null and void

PLAINTIFF'S EXHIBIT G

Law Offices Of

RAPPORT AND MARSTON

An Association of Sole Practitioners

405 W. Perkins Street
P.O. Box 488
Ukiah, California 95482
e-mail: marston1@pacbell.net

David J. Rapport
Lester J. Marston
Scott Johnson
Mary Jane Sheppard

(707) 462-6846
FAX 462-4235

November 1, 2007

Gregory Mullally
166 Columbine Drive
Lake Havasu City, AZ 86403

RE: The Inapplicability of the Family and Medical Leave Act to Employment with the
Havasu Landing Casino
Our File No. 80.5.11.1

Dear Mr. Mullally:

Jacqueline Gordon, General Manager, Havasu Landing Casino, has asked me to respond to your e-mail inquiry of October 31, 2007 regarding the Family and Medical Leave Act ("FMLA" or "Act"), 29 U.S.C. §§ 2601. As I explain below, the FMLA does not apply to Indian Tribes, therefore, you have no rights under that Act.

The FMLA only applies to certain "Employers" as that term is defined in the Act. Pursuant to 29 U.S.C. §2611(4), an "Employer is defined under the Act as "any person engaged in commerce or in any industry or activity affecting commerce who employs 50 or more employees for each working day during each of 20 or more calendar workweeks in the current or preceding calendar year[.]"

"Person" is defined under 29 U.S.C. §2611(8) of the FMLA as having "the same meaning given such term in section 3(a) of the Fair Labor Standards Act of 1938 (29 U.S.C. 203(a))."

29 U.S.C. §203(a) of the Fair Labor Standards Act defines "person" as "any individual, partnership, association, corporation, business trust, legal representative, or any organized group of persons."

However, an Indian Tribe is not an individual, partnership, association, corporation, business trust, legal representative, or group of persons. Rather, an Indian Tribe is a quasi-sovereign governmental entity possessing inherent powers of self-government. *United States v. Mazurie*, 419 U.S. 544, 557 (1975).

In addition, even if the FMLA included Indian tribes within the definition of "person," as used in

the Act, there is nothing in the Act that evidences a clear Congressional intent to waive Indian tribes' sovereign immunity so as to subject tribes to the provisions of the Act.

Indian tribes enjoy the same immunity from suit enjoyed by sovereign powers and are "subject to suit only where Congress has authorized the suit or the tribe has waived its immunity." *Kiowa Tribe of Okla. v. Mfg. Techs., Inc.*, 523 U.S. 751, 754, 140 L. Ed. 2d 981, 118 S. Ct. 1700 (1998). "To abrogate tribal immunity, Congress must 'unequivocally' express that purpose," and "to relinquish its immunity, a tribe's waiver must be 'clear.'" *C&L Enters., Inc. v. Citizen Band Potawatomi Indian Tribe of Okla.*, 532 U.S. 411, 418, 149 L. Ed. 2d 623, 121 S. Ct. 1589 (2001) (citations omitted). The Mashantucket Pequot Tribe is a federally recognized Indian tribe, *Reich v. Mashantucket Sand & Gravel*, 95 F.3d 174, 175 (2d Cir. 1996), and neither abrogation nor waiver has occurred in this case. **The FMLA makes no reference to the "amenity of Indian tribes to suit."** *Garcia*, 268 F.3d at 86 (quoting *Florida Paralegic Ass'n v. Miccosukee Tribe*, 166 F.3d 1126, 1133 (11th Cir. 1999)).

Chayoon v. Chao, 355 F.3d 141, 143 (2d Cir. Conn. 2004) (*cert. denied* in related proceedings, 126 S. Ct. 2042 (U.S. 2006)) (emphasis added).

Because the Court of Appeals has held that the FMLA did not abrogate tribal immunity, employees of tribal casinos, such as yourself, can not bring claims under that Act against their former tribal employers.

In summary, the Havasu Landing Casino, as a business entity of the Chemehuevi Indian Tribe, is not a person within the meaning of 29 U.S.C. §203(a), and enjoys tribal immunity. The provisions of the FMLA do not apply to the Tribe, dba Havasu Landing Casino, and, therefore, you are not eligible to receive the benefits of the Act.

As I have previously requested, please do not contact my client. Any further communications concerning your previous employment by the Havasu Landing Casino should be addressed to me.

Very truly yours,



Lester J. Marston
Tribal Attorney

cc: Jacqueline Gordon, General Manager, Havasu Landing Casino
Charles Wood, Chair, and Members of the Chemehuevi Tribal Council

**PLAINTIFF'S
EXHIBIT H**

ORDINANCE NO. 99-02-27-E

**AN ORDINANCE OF THE TRIBAL COUNCIL OF THE
CHEMEHUEVI INDIAN TRIBE LIMITING THE
LIABILITY OF TRIBAL OFFICIALS, OFFICERS AND
EMPLOYEES**

The Tribal Council of the Chemehuevi Indian Tribe does hereby ordain as follows:

Section 1. Findings and Declarations. The Tribal Council for the Chemehuevi Indian Tribe ("Tribe") finds and declares that:

1. The Tribe is a quasi-sovereign governmental entity that enjoys sovereign immunity from suit. The Tribe, as a governmental entity, can only act through its authorized elected officials, officers, and employees.
2. The Tribe is small with limited financial resources. It does not have substantial revenues to pay for the cost of defending lawsuits that are brought against its elected officials, officers, and employees when carrying out duties within the officials' authority or the employees' scope of work.
3. Likewise, the Tribe does not have the financial resources to indemnify its elected officials, officers, and employees and pay judgments entered against the Tribe's elected officials, officers, and employees for their negligent acts committed within the course and scope of their office or employment.
4. The Tribe would be unable to attract qualified people to serve in official positions or to take positions of employment with the Tribe unless, like any other governmental entity, the Tribe can limit the liability of its elected officials, officers, or employees from suits brought against them in their individual capacities for negligent acts committed while carrying out their official duties or within the course or scope of their employment.
5. In lieu of indemnifying officials and employees of the Tribe, the Tribe is enacting this Ordinance, making it clear that officials and employees committing negligent acts while carrying out their official duties or acting within the course and scope of their employment enjoy sovereign immunity from suit absent an express and explicit waiver by the Tribe of such immunity.
6. The enactment of this Ordinance is necessary in order for the Tribe to be able to attract qualified personnel to serve in official capacities and in key employment positions with the Tribe and to preserve meager Tribal funds that are absolutely necessary to provide essential governmental services on the Reservation.

Section 2. Adoption of New Ordinance Entitled “Limitation on Public Officials’ and Employees’ Liability”. A new Ordinance entitled “Limitation on Tribal Officials’ and Employees’ Liability” is hereby added to the Chemehuevi Tribal Code and shall provide as follows:

LIMITATION ON TRIBAL OFFICERS’ AND EMPLOYEES’ LIABILITY

Sections:

- 2.060 Definitions.
- 2.070 Sovereign Immunity of the Tribe.
- 2.080 Immunity of Elected Officers, Tribal Officials, and Tribal Employees.
- 2.090 Assertion of the Defense of Sovereign Immunity by Elected Officials, Tribal Officers, and Tribal Employees.
- 2.100 Intentional Torts and Gross Negligent Acts.

2.060 Definitions. As used in this Ordinance, the following terms shall have the following meanings:

A. “Elected Official” means the Chairperson, Vice-Chairperson, Secretary-Treasurer, and Council Members of the Chemehuevi Tribal Council.

B. “Tribal Council” means the Tribal Council of the Chemehuevi Indian Tribe as established by the Constitution of the Chemehuevi Indian Tribe approved by the Secretary of the Interior.

C. “Tribal Economic Enterprise” means an enterprise wholly owned and operated by the Chemehuevi Indian Tribe for the purpose of generating revenue to fund essential Tribal governmental programs and services or to create employment opportunities.

D. “Tribal Employee” means a person employed by the Tribe, its agencies, departments, or economic enterprises for the purpose of providing Tribal governmental services, programs or employment.

E. “Tribal Official” means a person who has been appointed by the Chemehuevi Tribal Council to hold an office with the Tribe.

F. “Tribe” means the Chemehuevi Indian Tribe, a quasi-sovereign governmental entity possessing inherent powers of self-government and which maintains a government-to-government relationship with the United States of America.

2.070 Sovereign Immunity of the Tribe. Except as otherwise provided by a duly enacted

Ordinance of the Chemehuevi Tribal Council or a Resolution of the Chemehuevi Tribal Council adopted pursuant to such authorizing Ordinance, explicitly waiving the Tribe's sovereign immunity from unconsented suit, the Chemehuevi Indian Tribe:

A. Does not consent to be sued and is not subject to suit in any administrative or court proceeding; and

B. Is not liable for any act or omission of any Tribal officer, elected official, Tribal employee, or any other person, organization, or entity owned or operated by the Tribe.

2.080 Immunity of Elected Officers, Tribal Officials, and Tribal Employees. Except as other provided by Ordinance of the Chemehuevi Tribal Council, a Tribal Officer, Elected Official, and Tribal Employee enjoys sovereign immunity from suit and cannot be sued without the consent of the Chemehuevi Tribal Council and is not liable for any injury resulting from his/her act or omission where the act or omission was the result of the exercise of the discretion vested in him/her, whether or not such discretion be abused or is the result of negligence on the part of him or her, provided that the negligent act occurred while the Tribal Official, Tribal Officer, or Tribal Employee was carrying out the duties of his/her office, position, or employment.

2.090 Assertion of the Defense of Sovereign Immunity by Elected Officials, Tribal Officers, and Tribal Employees. Any Tribal Official, Officer, or Employee shall have the right to assert the defense of sovereign immunity from suit to any law suit brought against him/her resulting from the Tribal Officials, Officers, or Employees carrying out or performing their duties or obligations of their office, position, or employment with the Tribe.

2.100 Intentional Torts and Gross Negligent Acts. Notwithstanding any other provisions of this Ordinance to the contrary, a Tribal Official, Officer, or Employee is liable to a plaintiff for any act or omission which constitutes an intentional tort including, but not limited to, assault, battery, sexual harassment, sexual battery, defamation, and intentional infliction of emotional distress, even if the act or omission constituting the intentional tort arose from and was directly related to the Tribal Official's, Officer's, or Employee's performance of his or her official duties or within the course and scope of their employment.

Section 3. Severability. If any Court of competent jurisdiction determines that any of the provisions of this Ordinance are invalid, the remaining provisions of this Ordinance shall remain in full force and effect. The Chemehuevi Tribal Council declares that it would have enacted each of the Sections of this Ordinance separately and, to that end, declares that each of the provisions of this Ordinance are severable.

Section 4. Effective Date. The provisions of this Ordinance shall take effect immediately upon their passage.

CERTIFICATION

The foregoing Ordinance was adopted at a duly convened meeting of the Chemehuevi Tribal Council with a quorum present held on February 27, 1999, by the following vote:

AYES: 8

NOES: 1

ABSENT: 0

ABSTAIN: 0

/s/
Gjrjle Dunlap, Chairwoman

/s/
Ronald Escobar, Secretary-Treasurer
of the Tribal Council

**PLAINTIFF'S
EXHIBIT I**

judgment or arbitration award as provided herein, and any appellate proceedings emanating from a matter in which an immunity waiver has been granted. Except as stated herein or elsewhere in this Compact, no other waivers or consents to be sued, either express or implied, are granted by either party.

Sec. 10.0. PUBLIC AND WORKPLACE HEALTH, SAFETY, AND LIABILITY.

Sec. 10.1. The Tribe will not conduct Class III gaming in a manner that endangers the public health, safety, or welfare; provided that nothing herein shall be construed to make applicable to the Tribe any state laws or regulations governing the use of tobacco.

Sec. 10.2. Compliance. For the purposes of this Gaming Compact, the Tribal Gaming Operation shall:

(a) Adopt and comply with standards no less stringent than state public health standards for food and beverage handling. The Gaming Operation will allow inspection of food and beverage services by state or county health inspectors, during normal hours of operation, to assess compliance with these standards, unless inspections are routinely made by an agency of the United States government to ensure compliance with equivalent standards of the United States Public Health Service. Nothing herein shall be construed as submission of the Tribe to the jurisdiction of those state or county health inspectors, but any alleged violations of the standards shall be treated as alleged violations of this Compact.

(b) Adopt and comply with standards no less stringent than federal water quality and safe drinking water standards applicable in California; the Gaming Operation will allow for inspection and testing of water quality by state or county health inspectors, as applicable, during normal hours of operation, to assess compliance with these standards, unless inspections and testing are made by an agency of the United States pursuant to, or by the Tribe under express authorization of, federal law, to ensure compliance with federal water quality and safe drinking water standards. Nothing herein shall be construed as submission of the Tribe to the jurisdiction of those state or county health inspectors, but any alleged violations of the standards shall be treated as alleged violations of this Compact.

(c) Comply with the building and safety standards set forth in Section 6.4.

(d) Carry no less than five million dollars (\$5,000,000) in public liability insurance for patron claims, and that the Tribe provide reasonable assurance that those claims will be promptly and fairly adjudicated, and that legitimate claims will be paid; provided that nothing herein requires the Tribe to agree to liability for punitive damages or attorneys' fees. On or before the effective date of this Compact or not less than 30 days prior to the commencement of Gaming Activities under this Compact, whichever is later, the Tribe shall adopt and make available to patrons a tort liability ordinance setting forth the terms and conditions, if any, under which the Tribe waives immunity to suit for money damages resulting from intentional or negligent injuries to person or property at the Gaming

**PLAINTIFF'S
EXHIBIT J**

ORDINANCE NO. 97. 6

**AN ORDINANCE OF THE TRIBAL COUNCIL OF THE
CHEMEHUEVI INDIAN TRIBE ENACTING A NEW
CHAPTER OF THE TRIBAL CODE ENTITLED TRIBAL
TORT CLAIMS ORDINANCE**

The Tribal Council for the Chemehuevi Indian Tribe ("Tribe") hereby ordains as follows:

Section 1. Findings and Declarations. The Tribal Council for the Tribe finds and declares that:

1. The Tribe has limited financial resources to it to pay claims made against it for money or damages.
2. To ensure a timely and effective means of resolving claims against the Tribe without the necessity of litigation, an administrative claims procedure needs to be established by the Tribe.
3. An administrative claims procedure that requires the presentation of a claim to the Tribal Council, prior to filing suit against the Tribe, will reduce litigation against the Tribe, protect Tribal assets, and expedite the paying of legitimate claims and money damages due members of the public arising from breaches of contract or the negligent acts of Tribal employees.
4. The purpose of this Ordinance is to establish an administrative procedure by which any person who believes the Tribe owes them money as a result of a breach of contract or damage to person or property are required to submit an administrative claim to the Tribal Council on a form approved by the Tribal Council for that purpose to allow the Council to consider the merits of the claim and either approve or reject the claim as a precondition to the claimant filing a lawsuit against the Tribe.
5. The enactment of this Ordinance promotes the public health, safety, and welfare and is in the public interest.

Section 2. Adoption of New Chapter 1.16 of the Chemehuevi Tribal Code Entitled: "Claims For Money Or Damages". A new Chapter 1.16 Entitled "Claims For Money Or Damages" is hereby added to the Chemehuevi Tribal Code and shall provide as follows:

Chapter 1.16

CLAIMS FOR MONEY OR DAMAGES

Sections:

- 1.16.010 Presentation of Claims as Prerequisite for Filing Suit.
- 1.16.020 Claims Subject to Filing Requirements.
- 1.16.030 Contents of Claim.
- 1.16.040 Signature of Claimant.
- 1.16.050 Forms.
- 1.16.060 Amendment of Claim; Effect of Failure or Refusal to Amend.
- 1.16.070 Notice of Insufficiency of Claim.
- 1.16.080 Failure to Give Notice of Insufficiency; Waiver of Defense Based on Defect or Omission.
- 1.16.090 Time of or Presentation of Claims.
- 1.16.100 Grant or Denial of Claim by Tribal Council.
- 1.16.110 Notice of Rejection of Claim.
- 1.16.120 Mailing or Service of Notice.
- 1.16.130 Re-examination of Rejected Claim.
- 1.16.140 Sovereign Immunity.

1.16.010 Presentation of Claims as Prerequisite for Filing Suit. All claims against the Tribe or any of its business enterprises for money or damages shall be presented to the Tribal Council for the Tribe and acted upon as a prerequisite to suit thereon as further provided in this Chapter. All such claims shall be presented as required by this Chapter 1.16 and in the time periods specified therein.

1.16.020 Claims Subject to Filing Requirements. The claims subject to the filing requirements under this Section shall include, but not be limited to, any and all claims for money or damages; any and all claims by Tribal employees for fees, salaries, wages, mileage, or other expenses and allowances, and any and all claims by any federal, state, or local public entity. The provisions of this Section shall apply to any and all claims whether they relate to events, transactions, or occurrences that took place prior to the effective date of this Ordinance codified in this Chapter or after the effective date of this Ordinance codified in this Chapter.

1.16.030 Contents of Claim. A claim shall be presented by the claimant or by a person acting on the claimant's behalf and shall include the following: (1) the name and address of the claimant; (2) the address to which the person presenting the claim desires notices to be sent; (3) the date, place and other circumstances of the occurrence or transaction which gave rise to the claim asserted; (4) a general description of the indebtedness, obligation, injury, damage, or loss incurred so far as it may be known at the time of presentation of the claim; (5) the name or names of the Tribal employee or employees causing the injury, damage, or loss, if known; and (6) the amount claimed as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed.

1.16.040 Signature of Claimant. The claim shall be signed by the claimant or some person on the claimant's behalf. Claims against the Tribe or any of its business entities for supplies, materials, equipment, or services need not be signed by the claimant or on the

claimant's behalf if presented on a bill-head or invoice regularly used in the conduct of business of the claimant.

1.16.050 Forms. The Tribal Council of the Tribe may provide forms specifying the information to be contained in claims against the Tribe or any of its business enterprises. If the Tribal Council provides forms pursuant to this Section, the person presenting the claim need not use such form if he/she presents his/her claim in conformity with Sections 1.16.030 and 1.16.040. A claim presented on a form provided pursuant to this Section shall be deemed to be in conformity with Sections 1.16.030 and 1.16.040, if the claim complies substantially with the requirements of the form or with the requirements of said Sections.

1.16.060 Amendment of Claim; Effect of Failure or Refusal to Amend. A claim may be amended at any time before the expiration of the period designated in Section 1.16.090 before final action thereon is taken by the Tribal Council of the Tribe, whichever is later, if the claim, as amended, relates to the same transaction or occurrence which gave rise to the original claim. The amendment shall be considered a part of the original claim for all purposes.

1.16.070 Notice of Insufficiency of Claim. If, in the sole discretion of the Tribal Council for the Tribe or the person designated by it, a claim as presented fails to comply substantially with the requirements of this Chapter or the requirements of a form provided under this Chapter, the Tribal Council for the Tribe or such person may, at any time within twenty (20) days after the claim is presented, give written notice of its insufficiency, stating with particularity the defects or omissions therein. Such notice shall be given in the manner prescribed by this Chapter. The Tribal Council for the Tribe may not take action on the claim for a period of fifteen (15) days after such notice is given.

1.16.080 Failure to Give Notice of Insufficiency; Waiver of Defense Based on Defect or Omission. Any defense as to the sufficiency of the claim based upon a defect or omission in the claim as presented is waived by failure to give notice of the insufficiency with respect to such defect or omission as provided in Section 1.16.070, except that no notice need be given and no waiver shall result when the claim, as presented, fails to state either an address to which the person presenting the claim desires notice to be sent or an address of the claimant.

1.16.090 Time of or Presentation of Claims. A claim relating to a cause of action for death or for injury to a person or to personal property shall be presented as provided for in this Chapter, not later than the ninetieth (90th) day after the accrual of the cause of action. A claim relating to any other cause of action shall be presented, as provided in this Chapter, not later than one hundred eighty (180) days after the accrual of the cause of action.

1.16.100 Grant or Denial of Claim by Tribal Council.

(A) The Tribal Council shall grant or deny the claim within sixty (60) days after it is presented to the Tribal Council. The claimant and the Tribal Council may extend the period within which the Council is required to act on the claim by written agreement made before the expiration of such period.

(B) If the Tribal Council fails or refuses to act on the claim within the time prescribed by this Section, the claim shall be deemed to have been denied on the sixtieth day or, if the period within which the Tribal Council is required is extended by agreement, pursuant to this Section, the last day of the period specified in such agreement.

1.16.110 Notice of Rejection of Claim.

(A) Written notice of the rejection of the claim or the Tribal Council's inaction on the claim, which is deemed a rejection of the claim under this Chapter, shall be given in a manner provided in Section 1.16.130. Such notice may be in substantially the following form:

"Notice is hereby given that the claim which you presented to the Tribal Council of the Chemehuevi Indian Tribe on [indicate date] was [indicate whether rejected, allowed, allowed in the amount of \$ _____ and rejected as to the balance, rejected by operation of law, or other appropriate language, whichever is applicable] on [indicate date of action or rejection by operation of law]."

(B) If the claim is rejection in whole or in part, the notice required by Subdivision (A) above shall include a warning in substantially the following form:

"WARNING

If your claim was based upon death or injury to a person or personal property, you have only ninety (90) days from the date this notice was personally delivered or deposited in the mail to file a court action on this claim, otherwise, you have only one hundred eighty (180) days from the date this notice was personally delivered or deposited in the mail to file a court action on this claim. You may seek the advice of an attorney of your choice in

connection with this matter. If you desire to consult an attorney, you should do so immediately."

1.16.120 Mailing or Service of Notice. The notice required by Section 1.16.110 shall be deemed given when it is either: (1) personally delivered to the claimant or the claimant's representative as specified in the claim or (2) when deposited in the United States mail addressed to the claimant or the claimant's representative as specified in the claim, first class postage prepaid.

1.16.130 Re-examination of Rejected Claim. The Tribal Council may, in its discretion, within the time described by Section 1.16.090 for commencing an action on the claim, re-examine a previously presented claim in order to consider a settlement of the claim.

1.16.140 Sovereign Immunity. Nothing in this Chapter shall be deemed to waive the sovereign immunity of the Chemehuevi Indian Tribe or any of its enterprises, officers, agents, or employees.

Section 3. Effective Date, Publication. The Secretary of the Tribal Council shall publish a summary of this Ordinance once in a newspaper of general circulation that has a circulation on the Chemehuevi Indian Reservation. This Ordinance shall take effect thirty (30) days after its adoption and publication in said newspaper.

CERTIFICATION

The foregoing Ordinance was adopted at a regular meeting of the Chemehuevi Tribal Council held on March 29, 1997, by the following vote:

AYES: 8
NOES: 0
ABSTAIN: 0
ABSENT: 1

/s/

Nathan Levi Esquerro , Chairman

ATTESTED:

/s/

Jacqueline Gordon, Tribal Council Secretary

**PLAINTIFF'S
EXHIBIT K**

B. Payroll Checks

Payroll checks shall be issued every two weeks on the Tuesday following the last day of the payroll period. However, if pay day falls on a Holiday, checks may be issued on the previous work day.

C. Payroll Deductions

1. Mandatory Deductions

Federal withholding taxes, social security (FICA) taxes, Medicare, Arizona or California State income tax, State Disability Insurance, SUI, State, Tribal and Federal court ordered wage garnishments or child support will be deducted. Enrolled Chemehuevi Tribal members employed by the Casino are exempt from California state tax, provided that they live on the Reservation and submit verification of their membership, such as a Tribal Membership I.D. card and complete and sign the appropriate exemption form.

2. Voluntary Deductions

Voluntary deductions are limited only to those related to the Chemehuevi Reservation enterprises.

D. Changes of Payroll Records

1. Employee's Responsibilities

It is the responsibility of the employee to report any changes in personal status to the Human Resources Manager through their Department Manager. Examples of such changes are name, address, telephone number, marital status and number of dependent deductions.

2. Manager's Responsibility

It is the responsibility of each Department Manager to submit a Payroll Change form to the Human Resources Manager for all changes in an employee's employment status. Such notice must be approved by the General Manager.

E. Reporting Pay

An employee who reports to work at the Casino's request for a non-scheduled shift will be paid a minimum of two hours of pay at the regular straight-time rate.

If all or part of the Casino is closed for reasons beyond the Casino's control up to 24 hours, the Administration Office will approve payment of the regular scheduled day's pay for those employees who report to work as scheduled. The ferry boat is a courtesy provided by the Tribe as alternate transportation. Employees are responsible for obtaining sufficient transportation to get to and from work.

**PLAINTIFF'S
EXHIBIT L**

B. Involuntary Discharge

Termination of employment for failure to meet acceptable standards of conduct in violation of a policy or procedure, or misconduct as stated in Section VI on page 20 and 21. If terminated for cause, proper documentation shall specify if the employee is eligible for re-hire.

C. Retirement

Employee benefits upon retirement shall be based upon the regulations of the retirement system which may be in effect at the time.

D. Disability

Employees may take a temporary disability leave of absence if necessary to reasonably accommodate a workplace injury or an ADA-qualified disability. Any disability leave under this section may run concurrently with any medical leave to which the employee is entitled under Item V. Benefits, Section B.

Employees taking disability leave must comply with the Family Care and Medical Leave provisions regarding substitution of paid leaves and medical certification. For the purpose of applying these provisions, a disability leave will be considered to be a medical leave.

The duration of a leave under this section shall be consistent with applicable law, but in no event shall the leave extend past the date on which an employee becomes capable of performing the essential functions of his or her position, with or without reasonable accommodation. For a full explanation of leave duration and reinstatement rights, employees should contact the Human Resources Department.

E. Reduction in Work Force (Layoff)

The immediate supervisor may lay off an employee or employees when it is necessary by reason of shortages of funds or work, the abolition of the position, material changes in the duties of Casino organization or for related reasons which are outside the employer's control and which do not reflect discredit upon the service of employees.

Employee's performance evaluations and seniority will be considered when determining those employees who will be laid off. In accordance with the Tribal Preference Policy, employees who face Reduction in Force action will receive preferential consideration for any other available position within the Casino for which they are qualified.

F. Death

Separation shall be effective as of the date of death. All compensation and benefits due to the employee as of the effective date of separation shall be paid to the beneficiary, surviving spouse or to the estate of the employee as determined by law or by executed documents in the employee's file.