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SOUTHERN DISTRICT OF CALIFORNIA

BY:

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UNITE HERE International Union

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

UNITE HERE International Union,

Petitioner,

vs.

PALA BAND OF MISSION INDIANS,

Respondent.

CASE No. '07 CV 2312 W AJB

PETITION TO CONFIRM
ARBITRATION AWARD

[9 U.S.C. § 9]

PETITION TO CONFIRM ARBITRATION AWARD

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1 1. This is a suit to confirm an arbitration award issued pursuant to an arbitration
2 agreement contained in a Tribal-State Gaming Compact entered into pursuant to the Indian
3 Gaming Regulatory Act, 25 U.S.C. § 2701 *et seq.*

4 **JURISDICTION AND VENUE**

5 2. This Court has jurisdiction pursuant to 25 U.S.C. § 1331 because the Tribal-State
6 Gaming Compact is a creation of federal law. *Cabazon Band of Mission Indians v. Wilson*,
7 124 F.3d 1050, 1056 (9th Cir. 1997).

8 3. Venue lies in the Southern District of California pursuant to 28 U.S.C. § 1391(b) and
9 9 U.S.C. § 9 because the arbitration proceedings involved herein were held and the award was
10 made in San Diego County.

11 **PARTIES**

12 4. Petitioner UNITE HERE! International Union ("the Union") is a labor organization
13 with an office in San Diego County.

14 5. Defendant Pala Band of Mission Indians ("the Pala Tribe") is an Indian tribe whose
15 reservation is located in San Diego County. The Tribe owns and operates a casino, known as
16 the Pala Casino Spa and Resort ("the Pala Casino"), which is also located in San Diego
17 County.

18 **STATEMENT OF CLAIM**

19 6. In 1999, the Pala Tribe entered into a Tribal-State Gaming Compact with the State of
20 California ("the Gaming Compact") pursuant to the Indian Gaming Regulatory Act. Section
21 10.7 of the Gaming Compact requires the Tribe to "provide[] an agreement or other procedure
22 acceptable to the State for addressing organizational and representational rights of Class III
23 Gaming Employees and other employees associated with the Tribe's Class III gaming
24 enterprise, such as food and beverage, housekeeping, cleaning, bell and door services, and
25 laundry employees at the Gaming Facility of any related facility, the only significant purpose
26 of which is to facilitate patronage at the Gaming Facility." Addendum "B" to the Gaming
27 Compact provides that the Pala Tribe "agrees to adopt an ordinance identical to the Model
28 Tribal Labor Relations Ordinance attached hereto." True and correct copies of the Preamble,

1 Section 10.7, Addendum "B", the Model Tribal Labor Relations Ordinance, and signature
2 page of the Gaming Compact are attached hereto as Exhibit A.

3 7. On September 22, 1999, the Pala Tribe adopted the Model Tribal Labor Relations
4 Ordinance ("TLRO") as required by Section 10.7 of the Gaming Compact. Attached hereto as
5 Exhibit B is a true and correct copy of a letter from the Pala Tribe's Chairman Robert H. Smith
6 to Governor Gray Davis stating that "the Pala Band of Mission Indians adopted the Tribal
7 Labor Relations Ordinance pursuant to Section 10.7 of the Tribal-State Gaming Compact on
8 September 22, 1999."

9 8. The Gaming Compact was approved by the United States Department of the Interior
10 on May 5, 2000. Attached hereto as Exhibit C is a true and correct copy of a statement
11 approving the Gaming Compact signed by Kevin Glover, Assistant Secretary – Indian Affairs
12 of the United States Department of the Interior.

13 9. The TLRO is a valid provision of the Gaming Compact. *In re Indian Gaming*
14 *Related Cases*, 331 F.3d 1094, 1115-17 (9th Cir. 2003).

15 10. Section 13 of the TLRO provides a binding dispute resolution procedure that
16 includes arbitration of disputes that arise under the TLRO. Specifically, Section 13(c)
17 provides, in relevant part:

18 The second level of binding dispute resolution shall be a resolution by the Tribal
19 Labor Panel, consisting of ten (10) arbitrators appointed by mutual selection of the
20 parties which panel shall serve all tribes that have adopted this ordinance. The
21 Tribal Labor Panel shall have authority to hire staff and take other actions
22 necessary to conduct elections, determine units, determine the scope of
23 negotiations, hold hearings, subpoena witnesses, take testimony, and conduct all
24 other activities needed to fulfill its obligations under this Tribal Labor Relations
25 Ordinance.

26 * * *

27 (2) Unless either party objects, one arbitrator from the Tribal Labor Panel will
28 render a binding decision on the dispute under the Ordinance.

///

1 11. A Tribal Labor Panel was established pursuant to the TLRO. Since at least October
2 2006, Arbitrator Sara Adler has been a member of the Tribal Labor Panel. On or about
3 October 9, 2006, the Union and the Pala Tribe selected Arbitrator Adler to arbitrate a dispute
4 that had arisen under the TLRO.

5 12. On or about March 16, 2007, the Union and the Pala Tribe held a hearing before
6 Arbitrator Adler to resolve the dispute. On or about August 30, 2007, Arbitrator Adler issued
7 a binding decision on said dispute ("the Arbitration Award"). A true and correct copy of the
8 Arbitration Award is attached hereto as Exhibit D.

9 13. The Arbitration Award provides that "[t]he Employer is ordered to cease and desist
10 from enforcing any rule regarding speech about the Union different from one enforced about
11 any other non-work-related speech."

12 14. The Arbitration Award is final and binding upon the Pala Tribe.

13 15. The Pala Tribe has failed and refused to comply with the Arbitration Award.

14 16. In or about June 2007, the Union and the Pala Tribe arbitrated an unrelated dispute
15 about the indefinite suspension of Catalino Morales's employment from the Pala Casino. On
16 or about September 20, 2007, Arbitrator Franklin Silver issued an award ordering that Catalino
17 Morales be returned to work. On or about October 18, 2007, Catalino Morales was scheduled
18 to return to work at the Pala Casino in accordance with Arbitrator Silver's award.

19 17. On or about October 18, 2007, employees of the Pala Casino began distributing
20 leaflets to fellow employees in the employee cafeteria and in an outdoor employee break area.
21 A true and correct copy of the leaflet that employees sought to distribute is attached hereto as
22 Exhibit E. Agents of the Pala Tribe stopped and prohibited employees from distributing such
23 leaflets because the leaflets announced the Union's success in winning Catalino Morales's
24 reinstatement.

25 18. On or about October 18, 2007, agents of the Pala Tribe prohibited employees of the
26 Pala Casino from distributing slices of a cake to fellow employees in the employee cafeteria
27 because the cake contained a message celebrating Catalino Morales's return to work.
28

1 19. The Pala Tribe does not prohibit employees of the Pala Casino from distributing
2 leaflets that do not contain a prounion message in the employee cafeteria or the outdoor
3 employee break area. The Pala Tribe does not prohibit employees from distributing slices of
4 cake and other food items that do not contain a prounion message to fellow employees in the
5 employee cafeteria. The Pala Tribe violated the Arbitration Award by prohibiting employees
6 from distributing said leaflets and cake containing a prounion message.

7 20. Section 13(d) of the Gaming Compact's TLRO provides:

8 Under the third level of binding dispute resolution, either party may seek a
9 motion to compel arbitration or a motion to confirm an arbitration award in Tribal
10 Court, which may be appealed to federal court. If the Tribal Court does not render
11 its decision within 90 days, or in the event there is no Tribal Court, the matter may
12 proceed directly to federal court.

13 21. The Union brings this motion to confirm the Arbitration Award directly in this
14 Court because the Pala Tribe does not have a court in which the Union may file this motion.

15 22. Pursuant to 9 U.S.C. §§ 9 and 13, the Union is entitled an order from this Court
16 confirming and enforcing the Arbitration Award as a judgment of this Court.

17 WHEREFORE, Petitioner UNITE HERE International Union prays for an order:

18 1. Confirming the Arbitration Award and enforcing said award as a judgment of the
19 Court;

20 2. Granting Petitioner its attorneys' fees, costs of suit and other expenses incurred
21 herein; and

22 3. Granting such other and further relief as the Court deems proper.

23 Dated: December 7, 2007

Respectfully submitted,

DAVIS, COWELL & BOWE, LLP

24 By: 

25 Kristin L. Martin
26 Attorneys for Petitioner,
27 UNITE HERE International Union
28

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**TRIBAL-STATE COMPACT
BETWEEN
THE STATE OF CALIFORNIA
AND THE
PALA BAND OF MISSION INDIANS**

TRIBAL-STATE GAMING COMPACT

Between the PALA BAND OF MISSION INDIANS, a federally recognized Indian Tribe,

and the
STATE OF CALIFORNIA

This Tribal-State Gaming Compact is entered into on a government-to-government basis by and between the Pala Band of Mission Indians, a federally-recognized sovereign Indian tribe (hereafter "Tribe"), and the State of California, a sovereign State of the United States (hereafter "State"), pursuant to the Indian Gaming Regulatory Act of 1988 (P.L. 100-497, codified at 18 U.S.C. Sec. 1166 et seq. and 25 U.S.C. Sec. 2701 et seq.) (hereafter "IGRA"), and any successor statute or amendments.

PREAMBLE

A. In 1988, Congress enacted IGRA as the federal statute governing Indian gaming in the United States. The purposes of IGRA are to provide a statutory basis for the operation of gaming by Indian tribes as a means of promoting tribal economic development, self-sufficiency, and strong tribal governments; to provide a statutory basis for regulation of Indian gaming adequate to shield it from organized crime and other corrupting influences; to ensure that the Indian tribe is the primary beneficiary of the gaming operation; to ensure that gaming is conducted fairly and honestly by both the operator and players; and to declare that the establishment of an independent federal regulatory authority for gaming on Indian lands, federal standards for gaming on Indian lands, and a National Indian Gaming Commission are necessary to meet congressional concerns.

B. The system of regulation of Indian gaming fashioned by Congress in IGRA rests on an allocation of regulatory jurisdiction among the three sovereigns involved: the federal government, the state in which a tribe has land, and the tribe itself. IGRA makes Class III gaming activities lawful on the lands of federally-recognized Indian tribes only if such activities are: (1) authorized by a tribal ordinance, (2) located in a state that permits such gaming for any purpose by any person, organization or entity, and (3) conducted in conformity with a gaming compact entered into between the Indian tribe and the state and approved by the Secretary of the Interior.

C. The Tribe does not currently operate a gaming facility that offers Class III gaming activities. However, on or after the effective date of this Compact, the Tribe intends to develop and operate a gaming facility offering Class III gaming activities on its reservation land, which is located in San Diego County of California.

D. The State enters into this Compact out of respect for the sovereignty of the Tribe; in recognition of the historical fact that Indian gaming has become the single largest revenue-producing activity for Indian tribes in the United States; out of a desire to terminate pending "bad faith" litigation between the Tribe and the State; to initiate a new era of tribal-state cooperation in areas of mutual concern; out of a respect for the sentiment of the voters of California who, in approving Proposition 5, expressed their belief that the forms of gaming authorized herein should be allowed; and in anticipation of voter approval of SCA 11 as passed by the California legislature.

E. The exclusive rights that Indian tribes in California, including the Tribe, will enjoy under this Compact create a unique opportunity for the Tribe to operate its Gaming Facility in an economic environment free of competition from the Class III gaming referred to in Section 4.0 of this Compact on non-Indian lands in California. The parties are mindful that this unique environment is of great economic value to the Tribe and the fact that income from Gaming Devices represents a substantial portion of the tribes' gaming revenues. In consideration for the exclusive rights enjoyed by the tribes, and in further consideration for the State's willingness to enter into this Compact, the tribes have agreed to provide to the State, on a sovereign-to-sovereign basis, a portion of its revenue from Gaming Devices.

F. The State has a legitimate interest in promoting the purposes of IGRA for all federally-recognized Indian tribes in California, whether gaming or non-gaming. The State contends that it has an equally legitimate sovereign interest in regulating the growth of Class III gaming activities in California. The Tribe and the State share a joint sovereign interest in ensuring that tribal gaming activities are free from criminal and other undesirable elements.

Section 1.0. PURPOSES AND OBJECTIVES.

The terms of this Gaming Compact are designed and intended to:

- (a) Evidence the goodwill and cooperation of the Tribe and State in fostering a mutually respectful government-to-government relationship that will serve the mutual interests of the parties.

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 if, on or before October 13, 1999, the Tribe has not provided an agreement or other procedure acceptable to the State for addressing organizational and representational rights of Class III Gaming Employees and other employees associated with the Tribe's Class III gaming enterprise, such as food and beverage, housekeeping, cleaning, bell and door services, and laundry employees at the Gaming Facility or any

related facility, the only significant purpose of which is to facilitate patronage at the Gaming Facility.

Sec. 10.8. Off-Reservation Environmental Impacts.

Sec. 10.8.1. On or before the effective date of this Compact, or not less than 90 days prior to the commencement of a Project, as defined herein, the Tribe shall adopt an ordinance providing for the preparation, circulation, and consideration by the Tribe of environmental impact reports concerning potential off-Reservation environmental impacts of any and all Projects to be commenced on or after the effective date of this Compact. In fashioning the environmental protection ordinance, the Tribe will make a good faith effort to incorporate the policies and purposes of the National Environmental Policy Act and the California Environmental Quality Act consistent with the Tribe's governmental interests.

Sec. 10.8.2. (a) Prior to commencement of a Project, the Tribe will:

- (1) Inform the public of the planned Project;
- (2) Take appropriate actions to determine whether the project will have any significant adverse impacts on the off-Reservation environment;
- (3) For the purpose of receiving and responding to comments, submit all environmental impact reports concerning the proposed Project to the State Clearinghouse in the Office of Planning and Research and the county board of supervisors, for distribution to the public.
- (4) Consult with the board of supervisors of the county or counties within which the Tribe's Gaming Facility is located, or is to be located, and, if the Gaming Facility is within a city, with the city council, and if requested by the board or council, as the case may be, meet with them to discuss mitigation of significant adverse off-Reservation environmental impacts;
- (5) Meet with and provide an opportunity for comment by those members of the public residing off-Reservation within the vicinity of the Gaming Facility such as might be adversely affected by proposed Project.

(b) During the conduct of a Project, the Tribe shall:

- (1) Keep the board or council, as the case may be, and potentially affected members of the public apprized of the project's progress; and
- (2) Make good faith efforts to mitigate any and all such significant adverse off-Reservation environmental impacts.

(c) As used in Section 10.8.1 and this Section 10.8.2, the term "Project" means any expansion or any significant renovation or modification of an existing Gaming Facility, or any significant excavation, construction, or development associated with the Tribe's Gaming Facility or proposed Gaming Facility and the term "environmental impact

Sec. 15.6. Representations.

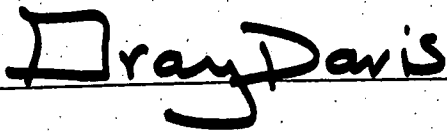
By entering into this Compact, the Tribe expressly represents that, as of the date of the Tribe's execution of this Compact: (a) the undersigned has the authority to execute this Compact on behalf of his or her tribe and will provide written proof of such authority and ratification of this Compact by the tribal governing body no later than October 9, 1999; (b) the Tribe is (i) recognized as eligible by the Secretary of the Interior for special programs and services provided by the United States to Indians because of their status as Indians, and (ii) recognized by the Secretary of the Interior as possessing powers of self-government. In entering into this Compact, the State expressly relies upon the foregoing representations by the Tribe, and the State's entry into the Compact is expressly made contingent upon the truth of those representations as of the date of the Tribe's execution of this Compact. Failure to provide written proof of authority to execute this Compact or failure to provide written proof of ratification by the Tribe's governing body will give the State the opportunity to declare this Compact null and void.

IN WITNESS WHEREOF, the undersigned sign this Compact on behalf of the State of California and the Pala Band of Mission Indians.

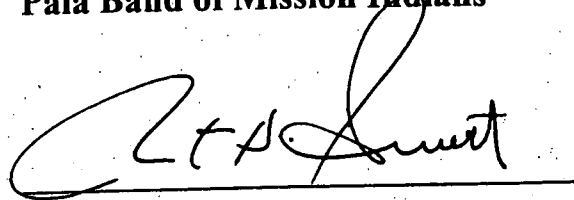
Done at Sacramento, California, this 10th day of September 1999.

STATE OF CALIFORNIA

Pala Band of Mission Indians

A handwritten signature in black ink, reading "Gray Davis", written over a horizontal line.

By Gray Davis
Governor of the State of California

A handwritten signature in black ink, reading "Robert H. Smith", written over a horizontal line.

By Robert H. Smith
Chairperson of the Pala Band of
Mission Indians

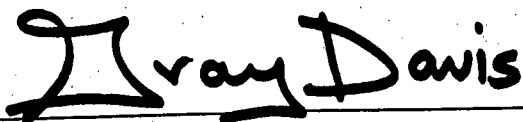
ADDENDUM "B" TO TRIBAL-STATE GAMING COMPACT
BETWEEN THE PALA BAND OF MISSION INDIANS
AND THE STATE OF CALIFORNIA

In compliance with Section 10.7 of the Compact, the Tribe agrees to adopt an ordinance identical to the Model Tribal Labor Relations Ordinance attached hereto, and to notify the State of that adoption no later than October 12, 1999. If such notice has not been received by the State by October 13, 1999, this Compact shall be null and void. Failure of the Tribe to maintain the Ordinance in effect during the term of this Compact shall constitute a material breach entitling the State to terminate this Compact. No amendment of the Ordinance shall be effective unless approved by the State.

Attachment: Model Tribal Labor Relations Ordinance.

IN WITNESS WHEREOF, the undersigned sign this Addendum on behalf of the State of California and the Pala Band of Mission Indians.

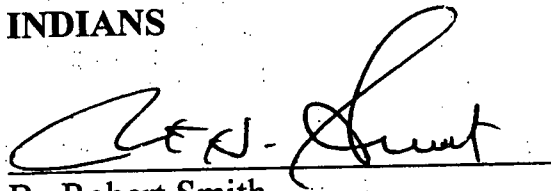
STATE OF CALIFORNIA



By Gray Davis
Governor of the State of California

Executed this 8 day of October,
1999, at Sacramento, California.

**PALA BAND OF MISSION
INDIANS**



By Robert Smith
Chairperson of the Pala Band of
Mission Indians

Executed this 25 day of Sept.,
1999, at Pala, California.

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ATTEST:

Bill Jones

By Bill Jones
Secretary of State, State of California

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ATTACHMENT TO ADDENDUM B

TRIBAL LABOR RELATIONS ORDINANCE

September 14, 1999

Section 1: Threshold of applicability

(a) Any tribe with 250 or more persons employed in a tribal casino and related facility shall adopt this Tribal Labor Relations Ordinance (TLRO or Ordinance). For purposes of this ordinance, a "tribal casino" is one in which class III gaming is conducted pursuant to a tribal-state compact. A "related facility" is one for which the only significant purpose is to facilitate patronage of the class III gaming operations.

(b) Any tribe which does not operate such a tribal casino as of September 10, 1999, but which subsequently opens a tribal casino, may delay adoption of this ordinance until one year from the date the number of employees in the tribal casino or related facility as defined in 1(a) above exceeds 250.

(c) Upon the request of a labor union, the Tribal Gaming Commission shall certify the number of employees in a tribal casino or other related facility as defined in 1(a) above. Either party may dispute the certification of the Tribal Gaming Commission to the Tribal Labor Panel.

Section 2: Definition of Eligible Employees

(a) The provisions of this ordinance shall apply to any person (hereinafter "Eligible Employee") who is employed within a tribal casino in which Class III gaming is conducted pursuant to a tribal-state compact or other related facility, the only significant purpose of which is to facilitate patronage of the Class III gaming operations, except for any of the following:

(1) any employee who is a supervisor, defined as any individual having authority, in the interest of the tribe and/or employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment;

(2) any employee of the Tribal Gaming Commission;

1 (3) any employee of the security or surveillance department, other
2 than those who are responsible for the technical repair and maintenance of
3 equipment;

4 (4) any cash operations employee who is a "cage" employee or money
5 counter; or

6 (5) any dealer.

7 **Section 3: Non-interference with regulatory or security activities**

8 Operation of this Ordinance shall not interfere in any way with the
9 duty of the Tribal Gaming Commission to regulate the gaming operation in
10 accordance with the Tribe's National Indian Gaming Commission-approved
11 gaming ordinance. Furthermore, the exercise of rights hereunder shall in no
12 way interfere with the tribal casino's surveillance/security systems, or any
13 other internal controls system designed to protect the integrity of the tribe's
14 gaming operations. The Tribal Gaming Commission is specifically excluded
15 from the definition of tribe and its agents.

16 **Section 4: Eligible Employees free to engage in or refrain from** 17 **concerted activity**

18
19 Eligible Employees shall have the right to self-organization, to form,
20 to join, or assist employee organizations, to bargain collectively through
21 representatives of their own choosing, to engage in other concerted activities
22 for the purpose of collective bargaining or other mutual aid or protection,
23 and shall also have the right to refrain from any or all such activities.
24

25 **Section 5: Unfair Labor Practices for the tribe**

26
27 It shall be an unfair labor practice for the tribe and/or employer or
28 their agents:

29 (1) to interfere with, restrain or coerce Eligible Employees in the
30 exercise of the rights guaranteed herein;

31 (2) to dominate or interfere with the formation or administration of
32 any labor organization or contribute financial or other support to it, but this
33 does not restrict the tribe and/or employer and a certified union from
34 agreeing to union security or dues checkoff;

35 (3) to discharge or otherwise discriminate against an Eligible
36 Employee because s/he has filed charges or given testimony under this
37 Ordinance;

1 (4) to refuse to bargain collectively with the representatives of
2 Eligible Employees.

3
4 **Section 6: Unfair Labor Practices for the union**

5
6 It shall be an unfair labor practice for a labor organization or its
7 agents:

8 (1) to interfere, restrain or coerce Eligible Employees in the exercise
9 of the rights guaranteed herein;

10 (2) to engage in, or to induce or encourage any individual employed
11 by any person engaged in commerce or in an industry affecting commerce to
12 engage in, a strike or a primary or secondary boycott or a refusal in the
13 course of his employment to use, manufacture, process, transport or
14 otherwise handle or work on any goods, articles, materials, or commodities
15 or to perform any services; or to threaten, coerce, or restrain any person
16 engaged in commerce or in an industry affecting commerce or other terms
17 and conditions of employment. This section does not apply to section 11;

18 (3) to force or require the tribe and/or employer to recognize or
19 bargain with a particular labor organization as the representative of Eligible
20 Employees if another labor organization has been certified as the
21 representative of such Eligible Employees under the provisions of this
22 TLRO;

23 (4) to refuse to bargain collectively with the tribe and/or employer,
24 provided it is the representative of Eligible Employees subject to the
25 provisions herein;

26 (5) to attempt to influence the outcome of a tribal governmental
27 election, provided, however, that this section does not apply to tribal
28 members.

29
30 **Section 7: Tribe and union right to free speech**

31
32 The tribe's and union's expression of any view, argument or
33 opinion or the dissemination thereof, whether in written, printed, graphic or
34 visual form, shall not constitute or be evidence of interference with, restraint
35 or coercion if such expression contains no threat of reprisal or force or
36 promise of benefit.

37
38 **Section 8: Access to Eligible Employees**

1 (a) Access shall be granted to the union for the purposes of organizing
2 Eligible Employees, provided that such organizing activity shall not interfere
3 with patronage of the casino or related facility or with the normal work
4 routine of the Eligible Employees and shall be done on non-work time in
5 non-work areas that are designated as employee break rooms or locker
6 rooms that are not open to the public. The tribe may require the union and
7 or union organizers to be subject to the same licensing rules applied to
8 individuals or entities with similar levels of access to the casino or related
9 facility, provided that such licensing shall not be unreasonable,
10 discriminatory, or designed to impede access.

11
12 (b) The Tribe, in its discretion, may also designate additional
13 voluntary access to the Union in such areas as employee parking lots and
14 non-Casino facilities located on tribal lands.

15
16 (c) In determining whether organizing activities potentially interfere
17 with normal tribal work routines, the union's activities shall not be permitted
18 if the Tribal Labor Panel determines that they compromise the operation of
19 the casino:

20 (1) security and surveillance systems throughout the casino, and
21 reservation;

22 (2) access limitations designed to ensure security;

23 (3) internal controls designed to ensure security;

24 (4) other systems designed to protect the integrity of the tribe's
25 gaming operations, tribal property and/or safety of casino personnel, patrons,
26 employees or tribal members, residents, guests or invitees.

27
28 (d) The tribe shall provide to the union, upon a thirty percent (30%)
29 showing of interest to the Tribal Labor Panel, an election eligibility list
30 containing the full first and last name of the Eligible Employees within the
31 sought after bargaining unit and the Eligible Employees' last known address
32 within ten (10) working days. Nothing herein shall preclude a tribe from
33 voluntarily providing an election eligibility list at an earlier point of a union
34 organizing campaign.

35
36 (e) The tribe agrees to facilitate the dissemination of information
37 from the union to Eligible Employees at the tribal casino by allowing
38 posters, leaflets and other written materials to be posted in non-public
39 employee break areas where the tribe already posts announcements

1 pertaining to Eligible Employees. Actual posting of such posters, notices,
2 and other materials, shall be by employees desiring to post such materials.
3

4 **Section 9: Indian preference explicitly permitted**

5

6 Nothing herein shall preclude the tribe from giving Indian
7 preference in employment, promotion, seniority, lay-offs or retention to
8 members of any federally recognized Indian tribe or shall in any way affect
9 the tribe's right to follow tribal law, ordinances, personnel policies or the
10 tribe's customs or traditions regarding Indian preference in employment,
11 promotion, seniority, lay-offs or retention. Moreover, in the event of a
12 conflict between tribal law, tribal ordinance or the tribe's customs and
13 traditions regarding Indian preference and this Ordinance, the tribal law,
14 tribal ordinance or the tribe's customs and traditions shall govern.
15

16 **Section 10: Secret ballot elections required**

17

18 (a) Dated and signed authorized cards from thirty percent (30%) or
19 more of the Eligible Employees within the bargaining unit verified by the
20 elections officer will result in a secret ballot election to be held within 30
21 days from presentation to the elections officer.
22

23 (b) The election shall be conducted by the election officer. The
24 election officer shall be a member of the Tribal Labor Panel chosen pursuant
25 to the dispute resolution provisions herein. All questions concerning
26 representation of the tribe and/or Employer's Eligible Employees by a labor
27 organization shall be resolved by the election officer. The election officer
28 shall be chosen upon notification by the labor organization to the tribe of its
29 intention to present authorization cards, and the same election officer shall
30 preside thereafter for all proceedings under the request for recognition;
31 provided however that if the election officer resigns, dies or is incapacitated
32 for any other reason from performing the functions of this office, a substitute
33 election officer shall be selected in accordance with the dispute resolution
34 provisions herein.
35

36 (c) The election officer shall certify the labor organization as the
37 exclusive collective bargaining representative of a unit of employees if the
38 labor organization has received the majority of votes by employees voting in
39 a secret ballot election that the election officer determines to have been
40 conducted fairly. If the election officer determines that the election was

1 conducted unfairly due to misconduct by the tribe and/or employer or union,
2 the election officer may order a re-run election. If the election officer
3 determines that there was the commission of serious Unfair Labor Practices
4 by the tribe that interfere with the election process and preclude the holding
5 of a fair election, and the labor organization is able to demonstrate that it had
6 the support of a majority of the employees in the unit at any point before or
7 during the course of the tribe's misconduct, the election officer shall certify
8 the labor organization.

9
10 (d) The tribe or the union may appeal any decision rendered after
11 the date of the election by the election officer to a three (3) member panel of
12 the Tribal Labor Panel mutually chosen by both parties.

13
14 (e) A union which loses an election and has exhausted all dispute
15 remedies related to the election may not invoke any provisions of this labor
16 ordinance at that particular casino or related facility until one year after the
17 election was lost.

18 19 **Section 11: Collective bargaining impasse**

20
21 Upon recognition, the tribe and the union will negotiate in
22 good faith for a collective bargaining agreement covering bargaining unit
23 employees represented by the union. If collective bargaining negotiations
24 result in impasse, and the matter has not been resolved by the tribal forum
25 procedures sets forth in Section 13 (b) governing resolution of impasse
26 within sixty (60) working days or such other time as mutually agreed to by
27 the parties, the union shall have the right to strike. Strike-related picketing
28 shall not be conducted on Indian lands as defined in 25 U.S.C. Sec. 2703 (4).

29 30 **Section 12: Decertification of bargaining agent**

31
32 (a) The filing of a petition signed by thirty percent (30%) or more
33 of the Eligible Employees in a bargaining unit seeking the decertification of
34 a certified union, will result in a secret ballot election to be held 30 days
35 from the presentation of the petition.

36
37 (b) The election shall be conducted by an election officer. The
38 election officer shall be a member of the Tribal Labor Panel chosen pursuant
39 to the dispute resolution provisions herein. All questions concerning the
40 decertification of the labor organization shall be resolved by an election

1 officer. The election officer shall be chosen upon notification to the tribe
2 and the union of the intent of the employees to present a decertification
3 petition, and the same election officer shall preside thereafter for all
4 proceedings under the request for decertification; provided however that if
5 the election officer resigns, dies or is incapacitated for any other reason from
6 performing the functions of this office, a substitute election officer shall be
7 selected in accordance with the dispute resolution provisions herein.
8

9 (c) The election officer shall order the labor organization
10 decertified as the exclusive collective bargaining representative if a majority
11 of the employees voting in a secret ballot election that the election officer
12 determines to have been conducted fairly vote to decertify the labor
13 organization. If the election officer determines that the election was
14 conducted unfairly due to misconduct by the tribe and/or employer or the
15 union the election officer may order a re-run election or dismiss the
16 decertification petition.
17

18 (d) A decertification proceeding may not begin until one (1) year
19 after the certification of a labor union if there is no collective bargaining
20 agreement. Where there is a collective bargaining agreement, a
21 decertification petition may only be filed no more than 90 days and no less
22 than 60 days prior to the expiration of a collective bargaining agreement. A
23 decertification petition may be filed anytime after the expiration of a
24 collective bargaining agreement.
25

26 (e) The tribe or the union may appeal any decision rendered after
27 the date of the election by the election officer to a three (3) member panel of
28 the Tribal Labor Panel mutually chosen by both parties.
29

30 **Section 13: Binding dispute resolution mechanism**

31

32 (a) All issues shall be resolved exclusively through the binding
33 dispute resolution mechanisms herein, with the exception of a collective
34 bargaining negotiation impasse, which shall only go through the first level of
35 binding dispute resolution.
36

37 (b) The first level of binding dispute resolution for all matters
38 related to organizing, election procedures, alleged unfair labor practices, and
39 discharge of Eligible Employees shall be an appeal to a designated tribal
40 forum such as a Tribal Council, Business Committee, or Grievance Board.

1 The parties agree to pursue in good faith the expeditious resolution of these
2 matters within strict time limits. The time limits may not be extended
3 without the agreement of both parties. In the absence of a mutually
4 satisfactory resolution, either party may proceed to the independent binding
5 dispute resolution set forth below. The agreed upon time limits are set forth
6 as follows:

7
8 (1) All matters related to organizing, election procedures and
9 alleged unfair labor practices prior to the union becoming certified as the
10 collective bargaining representative of bargaining unit employees, shall be
11 resolved by the designated tribal forum within thirty (30) working days.

12 (2) All matters after the union has become certified as the
13 collective bargaining representative and relate specifically to impasse during
14 negotiations, shall be resolved by the designated tribal forum within sixty
15 (60) working days;

16
17 (c) The second level of binding dispute resolution shall be a
18 resolution by the Tribal Labor Panel, consisting of ten (10) arbitrators
19 appointed by mutual selection of the parties which panel shall serve all tribes
20 that have adopted this ordinance. The Tribal Labor Panel shall have
21 authority to hire staff and take other actions necessary to conduct elections,
22 determine units, determine scope of negotiations, hold hearings, subpoena
23 witnesses, take testimony, and conduct all other activities needed to fulfill its
24 obligations under this Tribal Labor Relations Ordinance.

25
26 (1) Each member of the Tribal Labor Panel shall have relevant
27 experience in federal labor law and/or federal Indian law with preference
28 given to those with experience in both. Names of individuals may be
29 provided by such sources as, but not limited to, Indian Dispute Services,
30 Federal Mediation and Conciliation Service, and the American Academy of
31 Arbitrators.

32 (2) Unless either party objects, one arbitrator from the Tribal
33 Labor Panel will render a binding decision on the dispute under the
34 Ordinance. If either party objects, the dispute will be decided by a three-
35 member panel of the Tribal Labor Panel, which will render a binding
36 decision. In the event there is one arbitrator, five (5) Tribal Labor Panel
37 names shall be submitted to the parties and each party may strike no more
38 than two (2) names. In the event there is a three (3) member panel, seven (7)
39 TLP names shall be submitted to the parties and each party may strike no
40 more than two (2) names. A coin toss shall determine which party may

1 strike the first name. The arbitrator will generally follow the American
2 Arbitration Association's procedural rules relating to labor dispute
3 resolution. The arbitrator or panel must render a written, binding decision
4 that complies in all respects with the provisions of this Ordinance.
5

6 (d) Under the third level of binding dispute resolution, either party
7 may seek a motion to compel arbitration or a motion to confirm an
8 arbitration award in Tribal Court, which may be appealed to federal court. If
9 the Tribal Court does not render its decision within 90 days, or in the event
10 there is no Tribal Court, the matter may proceed directly to federal court. In
11 the event the federal court declines jurisdiction, the tribe agrees to a limited
12 waiver of its sovereign immunity for the sole purpose of compelling
13 arbitration or confirming an arbitration award issued pursuant to the
14 Ordinance in the appropriate state superior court. The parties are free to put
15 at issue whether or not the arbitration award exceeds the authority of the
16 Tribal Labor Panel.

Governor Gray Davis
State Capitol
Sacramento, California

Re: Notice of Adoption Of Tribal Labor Relations Ordinance

Dear Governor Davis:

Pursuant to Section 10.7 of the Tribal-State Gaming Compact entered into by the Pala Band of Mission Indians, I hereby notify you that the Pala Band of Mission Indians adopted the Tribal Labor Relations Ordinance pursuant to Section 10.7 of the Tribal-State Gaming Compact on Sept. 22, 1999

I declare under penalty of perjury that the foregoing is true and correct. Executed this 28 day of Sept., 1999, at Pala, California.
(Day) (Month) (City)

[Signature]
(Signature)

Robert H. Smith
(Print name)


Chairman
(Title)

P.O. Box 50 Pala, Ca 92059
(Address)

Sept. 28, 1999
(Date)

Consistent with 25 U.S.C.A. Sec. 2710 (d)(8), the Compact between the Sovereign Nation of the Pala Band of Luiseno Mission Indians of the Pala Reservation and the Sovereign State of California dated September 10, 1999, is hereby approved on this 5th day of May, 2000, by the Assistant Secretary - Indian Affairs, United States Department of the Interior.

UNITED STATES DEPARTMENT OF THE INTERIOR


Kevin Gover
Assistant Secretary - Indian Affairs



American Arbitration Association
Dispute Resolution Services Worldwide

Western Case Management Center
John M. Bishop
Vice President
Jeffrey Garcia
Assistant Vice President

September 4, 2007

6795 North Palm Ave, 2nd Floor, Fresno, CA 93704
telephone: 877-528-0880 facsimile: 559-490-1919
internet: <http://www.adr.org/>

VIA FACSIMILE ONLY

Eric Myers
Davis, Cowell & Bowe LLP
595 Market Street, Suite 1400
San Francisco, CA 94105

Rodd Betts, Esq.
Paul, Plevin, Sullivan & Connaughton LLP
401 B Street, 10th Floor
San Diego, CA 92101

Re: 73 390 00371 06 LYMC
UNITE HERE
Hilario Cubias/Discipline
and
Pala Band of Mission Indians

Grievances: Hilario Cubias/Discipline

Dear Parties:

By direction of the Arbitrator, enclosed please find the duly executed Award/Opinion.

The American Arbitration Association, in its monthly publications *Summary of Labor Arbitration Awards*, *Arbitration in the Schools* and *Labor Arbitration in Government*, reports arbitration decisions in labor cases. We would like to consider the enclosed case for reporting in a forthcoming issue. Absent an objection within one (1) month from the date of this letter, we will assume that you are agreeable to publication. However, if you wish to object, please send your letter directly to the Publications Dept, AAA, 1633 Broadway, 10th Floor, New York, NY 10019-6708.

Also, please be advised that it is the AAA's policy to retain awarded cases for a maximum period of fifteen (15) months from the date of the transmittal letter. Therefore, please take note that the above referenced case file will be destroyed 15 months from the date of this letter.

Thank you for choosing the American Arbitration Association.

Sincerely,

/s/

Lynn M. Cortinas - Case Manager

Direct: 559-490-1854 Fax: 559-490-1837 E-mail: cortinasl@adr.org

Sandra L. Marshall- Supervisor: Direct: 559-490-1921/E-mail: marshalls@adr.org

Enclosures

cc: Sara Adler, Esq. - via electronic mail only
David Rechs - via electronic mail only

ARBITRATION PROCEEDING

In the Matter of Arbitration)	
)	
between)	
)	OPINION AND AWARD
UNITE HERE INTERNATIONAL UNION)	
)	AAA #73 390 00371 06
and)	
)	
PALA BAND OF MISSION INDIANS)	
)	
<u>Re: Cubias/Unfair Labor Practice</u>)	

The Undersigned was selected by the parties, UNITE HERE (Union) and Pala Band of Mission Indians (Employer) to hear and decide a grievance relating to the discipline of Hilario Cubias (Cubias) in February and March, 2006. A hearing was held on March 16, 2007 at the Employer's Casino. Eric Myers, Esq. of Davis, Cowell & Bowe, LLP represented the Union. J. Rod Betts, Esq. of Paul, Plevin, Sullivan & Connaughton, LLP represented the Employer. At the conclusion of the hearing the parties elected to submit final arguments in writing. The matter was considered fully submitted upon my receipt of both post-hearing briefs. The parties consented to a delay in the issuance of this Opinion and Award.

During the course of the hearing both parties were afforded a full and complete opportunity to present evidence, to cross-examine witnesses and to develop argument. All witnesses were

duly sworn. A transcript of the hearing was prepared by Gail E. Kennamer, CSR.

ISSUES

Initially the parties stipulated to the following statement of the Issues:

1. Did the Tribe violate Section 5(1) of the Tribal Labor Relations Ordinance (TLRO) when it issued Hilario Cubias a verbal counseling on or about February 20, 2006?
2. Did the Tribe violate Section 5(1) of the TLRO when it issued Hilario Cubias a final written warning on or about March 10, 2006?
3. If either or both, what shall be the remedy?

The Employer then persuasively argued that these issues were moot because under the parties' Collective Bargaining Agreement (Agreement) the discipline had become null and void after the passage of one year from the date of imposition. The Union then argued persuasively that, although the discipline itself was moot, the Union's claim of a violation of Section 5(1) of the TLRO was not moot and should be heard. After off-

the-record discussion with counsel¹ and over the Employer's objection, I refined the Issues as follows:

1. Did the Tribe have a rule prohibiting union speech when it prohibited no other speech?
2. If so, did that constitute an Unfair Labor Practice (ULP) under Section 5 of the TLRO?
3. If so, what is the appropriate remedy?

RELEVANT PROVISIONS OF THE TLRO

Section 4: Eligible Employees free to engage in or refrain from concerted activity

Eligible Employees shall have the right to self-organization, to form, to join, or assist employee organizations, to bargain collectively through representatives of their own choosing, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and shall also have the right to refrain from any or all such activities.

Section 5: Unfair Labor Practices for the Tribe

It shall be an unfair labor practice for the tribe and/or employer or their agents:

(1) to interfere with, restrain or coerce Eligible Employees in the exercise of the rights guaranteed herein.

¹ During which counsel for the Employer was offered, and declined, a continuance.

STATEMENT OF RELEVANT FACTS

In February and March, 2006 the parties were engaged in negotiating their first Agreement. Cubias was a Union activist. Although the merits of the discipline of Cubias are irrelevant here, what occasioned the discipline is not. It is not necessary here, and I do not, decide if the Employer had just cause to discipline him, but the Employer's perception of the cause is crucial to the issues.

The Employer received reports that Cubias was interfering with the work of Guest Relations Associates (GRAs) during work hours in trying to get them more involved in the efforts of the Union. According to his own notes, Director of Housekeeping, Frank Clough (Clough) told Cubias "[I]f he wants to discuss union issues it has to be done while he is on break in the TDR, or before or after work. ... I told him that he could not discuss union issues nor could a GRA be watching TV or listening to the radio while cleaning the room." Lynda Jackson, Director of Human Resources, later told Cubias that, "talking in the tower was fine as long as it was work related." It is undisputed that, in fact, the Employer did not prohibit speech on other non-work topics during working hours, including other potentially disruptive topics such as politics. One of the Employer's witnesses, Veronica Frausto (Frausto) testified that she understood from her supervisor that they [the employees]

could talk about the union only in the TDR [break area]. Other employees at the time understood the rule to be that they could not talk about the Union during working time.

The Union here seeks a finding that the Employer committed a ULP and a remedy of posted notice.

DISCUSSION

There is no dispute that the Employer did not have any written rule prohibiting speech about the Union during working hours. It also seems clear that there was an ad hoc rule articulated by agents of the Employer in dealing with what it perceived as a work-disruption issue. The ad hoc "not-on-worktime" rule is technically a ULP under the usual analysis used by the National Labor Relations Board² (NLRB) as it prohibited speech about the Union while not prohibiting other non-work-related speech. However, it also seems clear that the Employer's ad hoc rule was a misguided attempt to deal with work disruption, rather than as part of an anti-union policy either then or since evident in this record.

The National Labor Relations Act (NLRA) requires no specific remedies. Rather, what the NLRA requires is that remedies must promote the NLRA's policies. Those policies include restoring equality of bargaining power between employers

² I am aware of no jurisprudence under the TLRO and I, as did the parties, look to the NLRB for guidance.

and employees, encouraging the practice and procedure of collective bargaining, protecting the exercise by workers of full freedom of association, self-organization, and designation of representative of their own choosing, for the purpose of negotiating the terms and conditions of their employment, and other mutual aid or protection. The NLRB permits remedies other than posting, even when a violation of the NLRA has been found to have occurred. In the particular circumstances here, it is sufficient remedy to issue a cease and desist order.

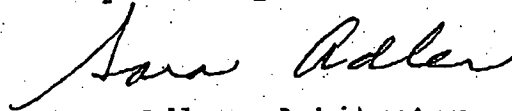
AWARD

Having carefully considered the evidence presented and the arguments made, it is the Award of the Arbitrator that:

1. The Employer had an ad hoc rule communicated to certain employees by the Employer's agents that speech about the Union could not occur during working time, while all other non-work-related speech was permitted.
2. That ad hoc rule constituted a ULP under the TLRO.
3. The Employer is ordered to cease and desist from enforcing any rule regarding speech about the Union different from one enforced about any other non-work-related speech.

DATED: August 30, 2007

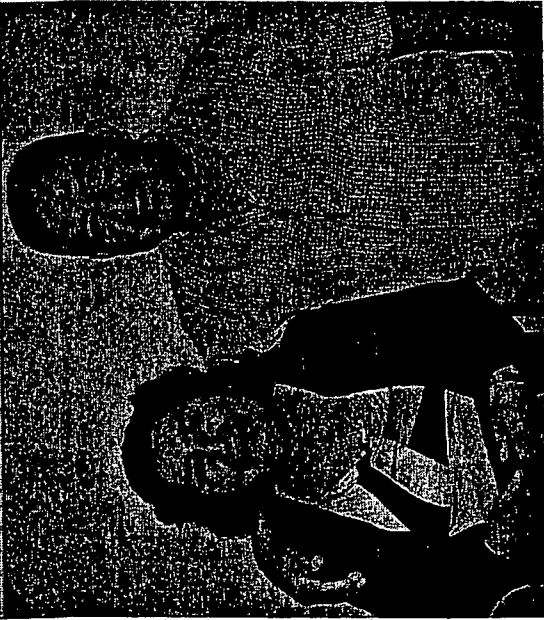
Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Sara Adler".

Sara Adler, Arbitrator

**UNITE
HERE!**

Voice of Pala Workers



*Catalino Morales and his wife Sofia Morales.
Both work in the Casino housekeeping department.*

Union Wins Catalino Morales' Job With Full Back Pay

On September 20 2007, Tribal Labor Panel Arbitrator Frank Silver ruled against Pala management, and ordered Pala to return Casino housekeeper Catalino Morales to his job, with his back pay since he was removed from the schedule in July of 2006.

Arbitrator Silver's binding decision states that Pala Management's "decision to place Catalino Morales on [involuntary] leave of absence because his disability prevented him from performing all aspects of trash duty represented discrimination on the basis of disability."

¡Si se Puede!

**HAS YOUR MANAGER
PRESSURED YOU AT WORK?
HAVE YOU BEEN
DISCIPLINED OR GOTTEN
POINTS UNFAIRLY?**

Contact the Union Immediately for a
Confidential Consultation at
951-699-3888

**UNITE
HERE!**

Voz de los Trabajadores de Pala



*Catalino Morales y su esposa Sofia Morales.
Ambos trabajan en el departamento de Limpieza del Casino*

**¿LE HA PRESIONADO SU
MANEJADOR EN EL TRABAJO?
¿HA SIDO USTED
DISCIPLINADO O OBTENIDO
PUNTOS INJUSTAMENTE?**

Contacte a la Union inmediatamente para una
consulta confidencial al
951-699-3888

**¡La Union Gana el
Trabajo de
Catalino Morales
y Su Sueldo
Atrasado!**

El 20 de Septiembre de 2007, el Arbitrador de la Comisión de Labor de las Tribus, Frank Silver, decidió en contra de la gerencia de Pala, y obligó a Pala regresar al trabajo a Catalino Morales, del Departamento de House-keeping, y que reciba su salario atrasado desde el día que fue quitado de su horario de trabajo en julio de 2006.

La decisión final del Arbitrador Silver dice: "La decisión de los manejadores de Pala puso a Catalino Morales en un ausencia de trabajo involuntaria porque su discapacidad le prohíbe de desarrollar todos los deberes de "trash duty" y esto fue discriminación en las bases de discapacidad"

¡Si se Puede!

to all the workers who participated in this victory by testifying at hearings, going on delegations to the Human Resources office and the Tribal office, signing petitions, and providing information about the issues.

Complacidos

¡Si se Puede!

IN ARBITRATION PROCEEDINGS
PURSUANT TO AGREEMENT BETWEEN THE PARTIES

In the Matter of a Controversy
Between

PALA DAWI OF MISSION INDIANS,
and

UNITE HERE INTERNATIONAL UNION,
Laborer.

and

ARIZONA STATE BARBERS ASSOCIATION,
and

UNITE HERE INTERNATIONAL UNION,
Laborer.

and

ARIZONA STATE BARBERS ASSOCIATION,
and

UNITE HERE INTERNATIONAL UNION,
Laborer.

and

ARIZONA STATE BARBERS ASSOCIATION,
and

UNITE HERE INTERNATIONAL UNION,
Laborer.

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ARIZONA STATE BARBERS ASSOCIATION,
and

UNITE HERE INTERNATIONAL UNION,
Laborer.

and

ARIZONA STATE BARBERS ASSOCIATION,
and

UNITE HERE INTERNATIONAL UNION,
Laborer.

and

ARIZONA STATE BARBERS ASSOCIATION,
and

AWARD

1. The Employer violated Section 5 of the Collective Bargaining Agreement when it placed the Grievant on an involuntary leave of absence effective July 23, 2006.

2. As a remedy, the Grievant is entitled to reinstatement to his former position, with his seniority intact, together with back pay and other benefits provided in the Agreement, less the amount of any other benefits received by the Grievant during the period of his absence.

3. Calculation of the amount due the Grievant is remanded to the parties, the Arbitrator reserving jurisdiction in the event that they cannot agree.

Dated September 20, 2007

Frank Silver, Arbitrator

UNITE
HERE!

28141 Rancho California Road • Temecula, CA 92590

UNITE
HERE!

Frank Silver, Arbitrator

Calculation of the amount due the Grievant is remanded to the parties, the Arbitrator reserving jurisdiction in the event that they cannot agree.

Dated September 20, 2007

1. The Employer violated Section 5 of the Collective Bargaining Agreement when it placed the Grievant on an involuntary leave of absence effective July 23, 2006.

2. As a remedy, the Grievant is entitled to reinstatement to his former position, with his seniority intact, together with back pay and other benefits provided in the Agreement, less the amount of any other benefits received by the Grievant during the period of his absence.

3. Calculation of the amount due the Grievant is remanded to the parties, the Arbitrator reserving jurisdiction in the event that they cannot agree.

AWARD

1. The Employer violated Section 5 of the Collective Bargaining Agreement when it placed the Grievant on an involuntary leave of absence effective July 23, 2006.

2. As a remedy, the Grievant is entitled to reinstatement to his former position, with his seniority intact, together with back pay and other benefits provided in the Agreement, less the amount of any other benefits received by the Grievant during the period of his absence.

3. Calculation of the amount due the Grievant is remanded to the parties, the Arbitrator reserving jurisdiction in the event that they cannot agree.

¡Si se Puede!

Felicidades

a toda la gente que participó en esta victoria—testificando en las audiencias, firmando peticiones, llevando delegaciones a recursos humanos y a las oficinas de la Tribu, y proviendo información acerca de los problemas.

Muchas Gracias a:

Carolino Morales

Sofia Morales

Graciela Cuernan

Hilario Cubias

Maria Ester de la Rosa

Maria Luisa Cervantes

Maria Angeles

Margelena Morales

Nicolas Toranzo

Andres Videncio

Rene Velasquez

Pablo Gonzalez

Eugenia Bolaños

Maria Gonzalez

Glenn Stevens

Martela Paz

Lugarda Valdez

Eloisa Mendez Perez

Tomas Garcia

Vicente Cisneros

Evangelina Candillo

Rafaela Panapa

Della Tinoco

Blanca Garcia

Johna Hurreado Pava

Ernest Salas-Robles

Luisa Ramos

Union attorney Kristin Martin

Union Vice President Jeff Burdick

Union organizers Frances Espinoza

the Rodriguez, Anita Roy, Martinez Garcia

and Shoshana Kainer

28141 Rancho California Road • Temecula, CA 92590

JS 44

(Rev. 07/89)

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE SECOND PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

UNITE HERE INTERNATIONAL UNION

DEFENDANTS

PALA BAND OF MISSION INDIANS

07 CV 2312 W AJB 53

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF
(EXCEPT IN U.S. PLAINTIFF CASES)

CLERK, U.S. DISTRICT COURT
COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT San Diego
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
TRACT OF LAND INVOLVED. DEPUTY

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

Kristin L. Martin
DAVIS, COWELL & BOWE, LLP
595 Market Street, Suite 1400
San Francisco, CA 94105
415-597-7200

ATTORNEYS (IF KNOWN)

II. BASIS OF JURISDICTION (PLACE AN 'X' IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN 'X' IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- | | PT | DEF | | PT | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE.)

DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.

Venue lies in the Southern District of California pursuant to 28 U.S.C. § 1391(b) and 9 U.S.C.

§ 9 because the arbitration proceedings involved herein were held and the award was made in San Diego County.

V. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL PROPERTY <input type="checkbox"/> 362 Personal Injury - Medical Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (13958) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reappointment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 980 Other Statutory Actions
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motion to Vacate Sentence HABEAS CORPUS: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Conditions		

VI. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding ☐ 2 Removal from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION DEMAND \$
UNDER F.R.C.P. 23

CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ YES ☐ NO

VIII. RELATED CASE(S) IF ANY (See instructions):

JUDGE

Docket Number

DATE

SIGNATURE OF ATTORNEY OF RECORD

December 7, 2007

1145397 12/10/07
::ODMA\PCDOCS\WORDPERFECT\22816\ January 24, 2000 (3:10pm)

**UNITED STATES
DISTRICT COURT**
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

145397 - SR

**December 11, 2007
11:35:08**

Civ Fil Non-Pris

USAO #.: 07CV2312 CIV. FIL.

Judge.: THOMAS J WHELAN

Amount.: \$350.00 CK

Check#.: BC#051666

Total-> \$350.00

FROM: UNITE HERE INTL UNION V.
PALA BAND OF MISSION INDIANS
CIVIL FILING