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FILED

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6 **IN THE HUALAPAI TRIBAL COURT**

7 **PEACH SPRINGS, ARIZONA**

9  
10 WD AT THE CANYON, LLC, an Arizona  
11 limited liability company, JAMES R.  
12 BROWN, a married man,

12 Plaintiffs,

13 v.

14 HWAL'BAY BA:J ENTERPRISES, INC.,  
15 d/b/a GRAND CANYON RESORT  
16 CORPORATION, a tribally chartered  
17 corporation of, and owned by, the Hualapai  
18 Indian Tribe; CARRIE IMUS, DANIEL  
19 ALVARADO, NEIL GOODELL,  
20 DERRICK PENNEY, CAMILLE  
21 NIGHTHORSE, MICHAEL VAUGHN,  
22 WILFRED WHATONAME, SR. each  
23 individuals and members or former  
24 members of the Grand Canyon Resort  
25 Corporation's board of directors; and  
26 JENNIFER TURNER, an individual and  
27 chief executive officer of Grand Canyon  
28 Resort Corporation,

22 Defendants.

Case No. 2014-cv-005

**PLAINTIFFS' DISCLOSURE  
STATEMENT FOR 11/05/14  
HEARING**

Assigned to: Judge Rachel Johnson

24 Plaintiffs WD at the Canyon, LLC and James R. Brown (collectively, "Plaintiffs"),  
25 by and through undersigned counsel, hereby submit their Disclosure Statement ordered by  
26 this Court to be disclosed in advance of the hearing on November 5, 2014.

27 This disclosure statement is not intended to represent the Plaintiffs' complete  
28 theory of this case, but is merely a preliminary disclosure statement submitted to address

1 the issues to be addressed at the November 5, 2014 hearing.

2 Subject to the reservations and the above explanation, the Plaintiffs provide the  
3 following information.

4 **A. MEMORANDUM OF LAW**

5 While Plaintiffs maintain that the Tribe and GCRC expressly waived sovereign  
6 immunity for tribal business entities like GCRC pursuant to Section 17 of the Indian  
7 Reorganization Act (IRA)—later confirmed through sworn Senate Testimony—and  
8 expressly waived sovereign immunity for due process and civil rights violations in the  
9 Hualapai Constitution, this Court need not reach those issues, as the Amended Agreement  
10 contains an express and unequivocal limited waiver in the form of conferring jurisdiction  
11 for all disputes in the Hualapai Tribal Court. As such, by ruling in Plaintiffs' favor on this  
12 finite issue of contract interpretation, the Court avoids the need to address other blanket  
13 issues of tribal sovereignty.

14 To the extent that the Court determines that the Amended Agreement contains any  
15 ambiguity due to conflicting provisions, anticipated testimony at the hearing demonstrates  
16 that the parties intended a limited waiver and to confer of Tribal Court jurisdiction for all  
17 disputes.

18 Plaintiffs also address the important issue of whether the Individual Defendants are  
19 shielded by sovereign immunity for fraudulent or conspiratorial acts. Simply, even if this  
20 Court were to grant GCRC's Motion to Dismiss as to GCRC, this lawsuit survives as the  
21 Court retains jurisdiction against the Individual Defendants.

22 1. **Removal of Broad Waiver**<sup>1</sup>

23 The Court asked counsel to specifically address the legal significance of the  
24 removal of a broad sovereign immunity waiver and mandatory arbitration provision  
25 (included in the prior Town and Cabin Agreements) during the negotiations of the  
26

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27 <sup>1</sup> While Section 15.4(d) of the Town and Cabin Agreements is titled "Limited Waiver of Sovereign Immunity," the  
28 waiver was limited only by (a) who could file suit—the Manager and (b) GCRC's assets to satisfy damages. With  
respect to jurisdiction, the provision was actually very broad, as it mandated arbitration and provided Plaintiffs with  
federal court jurisdiction.

1 Amended Agreement in 2010.

2 In other words, how did the amended and superseding provision (also Section 15.4)  
3 in the Amended Agreement differ from the prior broad sovereign immunity waiver? The  
4 answer—apparent by express and unequivocal terms—is that the parties **added** an express  
5 provision conferring venue and jurisdiction in the Hualapai Tribal Court that did not exist  
6 in prior agreements. Section 15.4 of the Amended Agreement contains a clear and  
7 unequivocal statement regarding jurisdiction and venue: “The venue and jurisdiction for  
8 (a) any litigation under this Agreement, and (b) all other civil or criminal matters arising  
9 out of the services provided hereunder will be the Hualapai Tribe, Peach Springs,  
10 Arizona.” No interpretation is necessary. Nothing in the foregoing provision is implied.  
11 The Amended Agreement grants the Hualapai Tribal Court jurisdiction to hear all disputes  
12 and the Hualapai Tribal Court is the correct venue for this action. All evidence to be  
13 presented at the hearing demonstrates that the parties intended for the Hualapai Tribal  
14 Court to have jurisdiction over suits like the subject lawsuit.

15 i. Prior Agreements Did Not Provide Tribal Court Jurisdiction and Venue

16 Conspicuously absent from the prior Town and Cabin Agreements is any provision  
17 conferring Tribal Court jurisdiction and venue for disputes arising out of said agreements.  
18 See generally, Town Agreement and Cabin Agreement. Indeed, the prior agreements  
19 mandated arbitration and limited jurisdiction to “a federal court of competent jurisdiction  
20 in Arizona.” Id. at Section 15.4(d). When negotiating the Amended Agreement, not only  
21 did the parties intend to foreclose arbitration and any federal action, but as evidenced by  
22 the addition of Tribal Court jurisdiction and venue, they intended that any dispute may be  
23 heard solely by the Hualapai Tribal Court. Because this intent is unequivocal and express,  
24 Defendants’ Motion to dismiss for lack of jurisdiction must be denied for this reason  
25 alone.

26 ii. Intent to Confer Tribal Court Jurisdiction

27 The removal of the arbitration clause and broad waiver of sovereign immunity,  
28

1 while simultaneously adding Tribal Court jurisdiction and venue for any dispute under the  
2 Amended Agreement, expressly demonstrates a limited waiver of sovereign immunity and  
3 the parties' intent to confer jurisdiction in the Hualapai Tribal Court. By its very terms,  
4 there can be no other logical interpretation of the Amended Agreement.

5 The following well settled principals of law provide support for the fact that the  
6 Amended Agreement contains a limited waiver of sovereign immunity and confers Tribal  
7 Court jurisdiction:

8 In construing the language of a contract, it is presumed that the  
9 parties intended to give the words employed their ordinary meaning  
10 and that the language used was placed in the contract for a specific  
11 purpose. A corollary to this rule is that a court should not interpret a  
12 contract so as to render meaningless the language used by the  
13 parties, if a reasonable construction can be affected utilizing all the  
14 language of the contract.

15 Tucker v. Byler, 27 Ariz.App. 704, 707, 558 P.2d 732, 735 (Ariz.App. 1976).

16 Pointedly, Defendants fail or refuse to address in any pleading filed to date any  
17 other meaning or purpose for the addition of the aforementioned Tribal Court venue and  
18 jurisdiction provision. Instead, Defendants focus solely on one sentence in the entire  
19 agreement: "Nothing in this Agreement will be deemed or interpreted to be a waiver of  
20 GCRC's or the Hualapai Tribe's immunity from suit, it being acknowledged by Manager  
21 that GCRC and the Hualapai Tribe are entitled to sovereign immunity with respect to  
22 disputes and other matters arising in connection with this Agreement." As demonstrated  
23 by anticipated testimony, this provision is subject to different meanings and was placed in  
24 the contract for the specific purpose of foreclosing arbitration and suits in federal court  
25 only. Any other interpretation would create unnecessary ambiguity that is also resolved  
26 by anticipated testimony regarding the parties' intent.

27 The prior agreements did not contain any express provision for venue and  
28 jurisdiction in the Hualapai Tribal Courts. Because the Amended Agreement does provide  
an express provision for venue and jurisdiction in the Hualapai Tribal Courts, this is  
strong evidence that GCRC intended to waive sovereign immunity as to suits brought in

1 the Hualapai Tribal Court.

2 Indeed, other terms of the Amended Agreement only make sense if read to confer  
3 Tribal Court jurisdiction for all disputes under the Amended Agreement, while foreclosing  
4 suits filed in state and federal courts. GCRC's argument—that it is immune from suit in  
5 all jurisdictions—is fatally flawed as all of the following provisions of the Amended  
6 Agreement would be rendered completely meaningless:

7 Article 9.2 Condemnation

8 If . . . the Project [Hualapai Ranch] shall be taken or condemned in  
9 any eminent domain, condemnation, compulsory acquisition or like  
10 proceeding by any competent authority ("Taking"), . . . Manager  
11 [WD at the Canyon, LLC] shall be entitled to seek compensation  
12 with respect to its rights under this Agreement in connection with  
13 any such Taking . . .

14 Article 11.2 Remedies

15 Upon the occurrence of an event of Default by a party, the non-  
16 defaulting [party] may pursue any or all of the following: . . . (c)  
17 Pursue any other right or remedy which the non-defaulting party  
18 may have at law or in equity.

19 Article 15.4 Venue; No Waiver of Sovereign Immunity

20 The venue and jurisdiction for (a) any litigation under this  
21 Agreement, and (b) all other civil or criminal matters arising out of  
22 the services provided hereunder will be the Hualapai Tribe, Peach  
23 Springs, Arizona.

24 Article 15.11 Attorneys' Fees

25 In the event of any action or proceeding brought by either party  
26 against the other under this Agreement, the prevailing party will be  
27 entitled to recover attorneys' fees in such amount as the arbitrator or  
28 arbitration panel may judge reasonable.

Article 15.13 Remedies Not Exclusive

The various rights and remedies herein contained and reserved to  
each of the parties, except as herein otherwise expressly provided,  
are not exclusive or any other right or remedy of such party, but are  
cumulative and in addition to every other remedy now or hereafter  
existing at law, in equity or by statute.

1 GCRC's explanation for the inclusion of the aforementioned provisions is  
2 conspicuously absent from any of its pleadings. This is certainly due to the fact that said  
3 provisions support a finding that GCRC provided a limited waiver of sovereign immunity  
4 by conferring jurisdiction and venue in the Hualapai Tribal Court. Otherwise, it would be  
5 nonsensical to provide Plaintiffs with contractual remedies; specifically address venue and  
6 jurisdiction (especially where the prior agreements did not provide venue and jurisdiction  
7 in the Hualapai Tribal Court); and provide a prevailing party provision. Simply, the  
8 parties expressly and unequivocally agreed that this Court has jurisdiction to decide this  
9 case.

10 Furthermore, both Arizona courts<sup>2</sup> and the U.S. Supreme Court<sup>3</sup> agree with the  
11 reasoning in Native Village of Eyak v. GC Contractors, 658 P.2d 756 (Alaska 1983)  
12 wherein it stated:

13 [W]e believe it is clear that any dispute arising from a contract  
14 cannot be resolved by arbitration, as specified in the contract, if one  
15 of the parties intends to assert the defense of sovereign immunity.  
16 The arbitration clause ... would be meaningless if it did not  
17 constitute a waiver of whatever immunity [the tribe] possessed.  
18 Furthermore, under similar circumstances the Ninth Circuit Court of  
19 Appeals has held that **a clause in a contract stating that the  
20 federal courts would resolve any disputes arising from the  
21 contract constituted an express waiver of a tribe's sovereign  
22 immunity. United States v. Oregon, 657 F.2d 1009, 1016 (9th Cir.  
23 1981). There is little substantive difference between an  
24 agreement that any dispute arising from a contract shall be  
25 resolved by the federal courts and an agreement that any dispute  
26 shall be resolved by arbitration; both appear to be clear  
27 indications that sovereign immunity has been waived.**

28 658 P.2d at 760-61.

The Amended Agreement expressly provides that the Hualapai Tribal Court will  
resolve *any* dispute arising from the Amended Agreement. There is absolutely no  
difference between an agreement that any dispute arising from a contract shall be resolved

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<sup>2</sup> Val/Del. Inc. v. Superior Court In & For Pima Cnty., 145 Ariz. 558, 564-65, 703 P.2d 502, 508-09 (Ct. App. 1985).

<sup>3</sup> C & L Enterprises, Inc. v. Citizen Band Potawatomi Indian Tribe of Oklahoma, 532 U.S. 411, 422 (2001).

1 by the *federal courts* and an agreement that any dispute arising from a contract shall be  
2 resolved by the *tribal courts*. Both demonstrate clear indications that complete sovereign  
3 immunity has been waived. Id.; see also Bank of Okla. v. Muscogee (Creek) Nation, 972  
4 F.2d 1166 (10th Cir. 1992) (where an agreement provided a venue in tribal court to bring  
5 an action to declare the rights and duties under the contract, tribe unequivocally waived  
6 immunity in the tribal court); Leigh v. Blackfeet Indian Tribe of Blackfeet Indian  
7 Reservation, Fed. Sec. L. Rep. (CCH) ¶ 95, 436 (D. Mass 1990) (where the agreement  
8 provided a venue for parties to pursue their rights, tribe expressly waived sovereign  
9 immunity as to that venue). This Court has jurisdiction to hear all of Plaintiffs' claims.

10 ii. Parole Evidence Demonstrates Intent to Confer Tribal Court Jurisdiction

11 To the extent that this Court gives any credence to Defendants' interpretation of the  
12 Amended Agreement, the contradictory provisions identified above create an ambiguity  
13 that is properly resolved by the parole evidence of those present during the discussions  
14 and negotiation of the Amended Agreement. Where parole evidence exists, "the judge  
15 first considers the offered evidence and, if he or she finds that the contract language is  
16 'reasonably susceptible' to the interpretation asserted by its proponent, the evidence is  
17 admissible to determine the meaning intended by the parties." Taylor v. State Farm Mut.  
18 Auto. Ins. Co., 175 Ariz. 148, 154, 854 P.2d 1134, 1140 (1993) (citing to Restatement  
19 (Second) of Contracts, § 215 cmt. b).

20 As described further below in Section B, the anticipated testimony of witnesses and  
21 affiants support the parties' intent—documented in the Amended Agreement—to confer  
22 jurisdiction in the Tribal Court, but retain sovereign immunity as to any arbitration claim  
23 or suit filed in the state or federal courts.

24 2. Fraudulent Acts of Individual Defendants Confers Jurisdiction Over  
25 Those Defendants

26 Tribal immunity only extends to individual tribal officials acting "within the scope  
27 of their duties or authority." Hwal'Bay Ba:J Enterprises, Inc. v. Beattie, No. 2008-AP-  
28 007, ¶29 (Hualapai 04/02/2009); Hardin v. White Mountain Apache Tribe, 779 F.2d 476,

1 479 (9th Cir. 1985). Committing fraudulent, unconstitutional, and illegal acts is not  
2 within the scope of any tribal representative's duties, even if the official believes that  
3 committing fraud or engaging in unconstitutional or illegal acts is in the best interest of  
4 the Tribe or tribal corporation. See Midwest Growers Co-op. Corp. v. Kirkemo, 533 F.2d  
5 455 (1976) (doctrine of sovereign immunity did not bar suit against defendants since they  
6 are alleged to have acted illegally).

7 In addition, "the general bar against official-capacity claims, however, does not  
8 mean that tribal officials are immunized from individual-capacity suits *arising out of*  
9 actions they took in their official capacities." Native American Distributing v. Seneca-  
10 Cayuga Tobacco Co., 546 F.3d 1288, 1296 (10th Cir. 2008) (emphasis in original).  
11 Where the suit seeks money damages from the tribal officer "in his official capacity for  
12 unconstitutional or wrongful conduct fairly attributable to the officer himself, sovereign  
13 immunity does not bar suit so long as the relief is sought not from the [sovereign's]  
14 treasury, but from the officer personally." Id. at 1297.

15 Plaintiffs' claims are against the Individual Defendants in their individual capacity,  
16 seek damages directly from the Individual Defendants, and allege fraudulent,  
17 unconstitutional and illegal acts in violation of Tribal law. As such, the Individual  
18 Defendants are not protected by the doctrine of tribal sovereign immunity. At the very  
19 least, Plaintiffs are entitled to conduct discovery on the issue. Accordingly, this Court  
20 must, as a matter of law, deny the Motion as applied to the Individual Defendants.  
21 Therefore, even if this Court grants the Motion to Dismiss as to GCRC, this Court retains  
22 jurisdiction for the individual defendants.

23 3. **In Addition to the Express and Unequivocal Waiver in the Amended**  
24 **Agreement, the Tribe Waived Sovereign Immunity as to GCRC**

25 Plaintiffs do not waive, but incorporate all other arguments contained in their  
26 Opposition to the Motion to Dismiss. Said arguments include the following:

- 27
- 28 • The Tribe expressly waived sovereign immunity as to business entities, such as GCRC, incorporated under Section 17 of the Indian Reorganization



1 Act (IRA) (the “Section 17 Waiver”).

- 2
- 3 • The Tribe confirmed the Section 17 Waiver through sworn testimony
- 4 before the United States Senate in 1998. The Senate sought public
- 5 comment and testimony on the proposed American Indian Equal Justice
- 6 Act (AIEJA), which if passed would eliminate tribal sovereign immunity
- 7 for business entities such as GCRC. The Tribe expressly testified that it
- 8 incorporated Section 17 business entities and that passage of AIEJA was
- 9 unnecessary because vendors could file suit against tribal business entities
- 10 in the Hualapai Tribal Court.
- 11 • The Tribe waived sovereign immunity by adopting the Hualapai
- 12 Constitution, which contains a waiver of sovereign immunity as to illegal
- 13 acts and acts that unconstitutionally deprive a person or entity’s due process
- 14 rights or civil rights (the “Constitutional Waiver”).
- 15 • The Tribe confirmed the Constitutional Waiver by sworn testimony before
- 16 the United States Senate in 2008.

17 **B. WITNESSES**

18 The following individuals may provide evidence, in the form of sworn affidavits or

19 live testimony, regarding the topics at issue during the November 5, 2014 hearing:

20 1. James Brown

21 Mr. Brown will testify regarding the intent of the parties to enter into an Amended

22 Agreement expressly conferring jurisdiction in the Tribal Courts. Mr. Brown will further

23 testify that the Tribal Council, acting on behalf of GCRC, expressly promised him that the

24 Tribal Courts would hear any dispute regarding the Amended Agreement, and that the

25 sole reason GCRC requested the removal of the *broad* waiver of sovereign immunity and

26 the arbitration clause was because David Jin succeeded at arbitration and filed the

27 Skywalk litigation in the Federal District Court. The GCRC Board was getting political

28 pressure to ensure that any further disputes were limited to the Tribal Courts.

Mr. Brown will also testify regarding his knowledge of the fraudulent and conspiratorial acts of certain individual defendants, including but not limited to Defendant Jennifer Turner’s admission that the GCRC Board fraudulently compiled the “Events of Default” in the Default letter dated December 14, 2012 because, “Really, the Board thinks

1 they pay [Western Destinations] too much.”

2 Mr. Brown may also testify to facts and knowledge consistent with the Amended  
3 Complaint filed in this action.

4 2. Rick Hinert

5 Mr. Hinert was present during a meeting between the Tribal Council, acting on  
6 behalf of GCRC, and Western Destinations in March of 2010 where the parties discussed  
7 the terms of the Amended Agreement, including the removal of the broad waiver of  
8 sovereign immunity. It is anticipated that Mr. Hinert will testify regarding his knowledge  
9 of statements made during that meeting and the intent of the parties regarding the drafting  
10 of the Amended Agreement.

11 It is anticipated that Mr. Hinert will testify that Tribal Council representatives  
12 expressly promised Jim Brown that disputes would be resolved in the Tribal Courts, that  
13 the Amended Agreement confer jurisdiction in the Tribal Courts, and that the sole reason  
14 they requested the removal of the broad waiver was because of the pending Skywalk  
15 litigation in the Federal Court system.

16 3. Jaci Dugan Ulmer

17 Jaci Dugan Ulmer was GCRC CFO in 2010 and was present during a meeting  
18 between the Tribal Council, acting on behalf of GCRC, and Western Destinations in  
19 March of 2010 where the parties discussed the terms of the Amended Agreement,  
20 including the removal of the broad waiver of sovereign immunity. Ms. Ulmer will testify  
21 regarding her knowledge of statements made during that meeting and the intent of the  
22 parties regarding the drafting of the Amended Agreement, including the parties' intent  
23 that should any dispute arise, it will be resolved in the Hualapai Tribal Court.

24 Ms. Ulmer will also testify regarding her knowledge of the fraudulent and  
25 conspiratorial acts of the individual defendants and former GCRC executives, including  
26 without limitation the fact that former GCRC CEO Waylon Honga espoused (on more  
27 than one occasion) prejudices against non-natives, including Jim Brown, at times material  
28

1 to this lawsuit.

2 4. Robert Bravo

3 Mr. Bravo was CEO of GCRC in 2010 and was present during a meeting between  
4 the Tribal Council, acting on behalf of GCRC, and Western Destinations in March of  
5 2010 where the parties discussed the terms of the Amended Agreement, including the  
6 removal of the broad waiver of sovereign immunity. Mr. Bravo negotiated on behalf of  
7 GCRC and signed the Amended Agreement on behalf of GCRC. Mr. Bravo will testify  
8 that it was his understanding and intent that only the broad waiver (allowing for suits in  
9 state and federal court) and the arbitration provision would be removed from the  
10 Amended Agreement, and that a provision conferring jurisdiction for disputes in the  
11 Tribal Courts would be added to the Amended Agreement.

12 Mr. Bravo will testify that the GCRC Board received political pressure to remove  
13 the mandatory arbitration provision and federal court jurisdiction provision, but he  
14 understood and intended for the Amended Agreement to grant (limited waiver of  
15 sovereign immunity) jurisdiction to the Hualapai Tribal Court for all disputes. Mr. Bravo  
16 will testify that he promised Jim Brown that should a dispute arise, GCRC would never  
17 raise sovereign immunity as a defense, that any business relationship is based on trust, and  
18 that any dispute over the Amended Agreement would be honorably resolved and/or heard  
19 in the Tribal Courts.

20 It is further anticipated that Mr. Bravo will also testify regarding his knowledge of  
21 the fraudulent and conspiratorial acts of the individual defendants, former GCRC  
22 executives, and former and current Tribal Council members, including without limitation  
23 the intentional misrepresentation of the terms of the Amended Agreement. It is  
24 anticipated that Mr. Bravo will also testify regarding his knowledge of pervasive  
25 prejudices against non-native vendors, including Jim Brown, and a conspiracy to seize the  
26 contract rights of Western Destinations and other non-native vendors, such as the contract  
27 rights of David Jin, the Skywalk developer.

28 5. Rory Majenty

1 On information and belief, Rory Majenty was the GCRC Director of Construction  
2 during times material to this lawsuit. Mr. Majenty will testify regarding his knowledge of  
3 the fraudulent and conspiratorial acts of the individual defendants.

4 Specifically, it is anticipated that Mr. Majenty will testify that GCRC has not made  
5 any major repairs to the Hualapai Ranch since taking control in February of 2013. It is  
6 anticipated that Mr. Majenty will testify that GCRC has not addressed or repaired all of  
7 the "Events of Default" enumerated in the Default Letter despite GCRC's allegation that  
8 all structures at Hualapai Ranch were unfit for use by the general public.

9 6. Chris Guffy

10 Chris Guffy was the head of security at Grand Canyon West, including the  
11 Hualapai Ranch, during times material to this lawsuit. Mr. Guffy will testify regarding his  
12 knowledge of the fraudulent acts of the individual defendants.

13 Specifically, it is anticipated that Mr. Guffy will testify that GCRC did not make  
14 any majors repairs to the Hualapai Ranch after it took control in February 2013.  
15 Additionally, Mr. Guffy will testify that despite condemning the barn at Hualapai Ranch  
16 when Western Destinations managed the ranch, GCRC began using the same barn after  
17 taking control in February of 2013. Finally, Mr. Guffy will testify regarding his  
18 knowledge and involvement in the Horse Incident referenced in the Amended Complaint,  
19 including without limitation that the horse was humanely euthanized for good and just  
20 reasons, and that any allegation claiming otherwise is false and/or fraudulent.

21 7. Andy Zappetinni

22 Mr. Zappetinni is a former employee of Western Destinations and worked at the  
23 Hualapai Ranch during times material to this suit. Mr. Zappetinni was also present during  
24 a meeting with Jim Brown and Jennifer Turner on December 14, 2012 where Ms. Turner  
25 presented Mr. Brown with the Default Letter.

26 It is anticipated that Mr. Zappetinni will testify about his knowledge of the  
27 discussion during that December 14, 2012 meeting, including without limitation the  
28 admission by Ms. Turner that the reason GCRC defaulted Western Destinations was not

1 due to any structural defects or failure to make repairs at the Hualapai Ranch, but because  
2 "the Board believes it is paying [Western Destinations] too much."

3 8. Jennifer Turner

4 As GCRC CEO and author of the Default Letter, it is anticipated that Ms. Turner  
5 will testify regarding her knowledge of same. Ms. Turner will also testify with respect to  
6 matters pertaining to the Amended Complaint filed in this action.

7 **C. CONCLUSION**

8 Plaintiffs urge this Court to deny the Defendants' Motion to Dismiss for the reason  
9 that the Amended Agreement expressly and unequivocally preserves Tribal Court  
10 jurisdiction for the subject dispute.

11  
12 DATED this 22nd day of October 2014.

13 FARHANG & MEDCOFF

14  
15 By   
16 Ali J. Farhang

17 *Attorney for Plaintiffs*

18  
19 ORIGINAL of the foregoing sent for filing  
20 via Federal Express this 22nd day of October, 2014 to:

21 Clerk of the Court  
22 Hualapai Judicial Court  
23 960 Rodeo Drive  
24 Peach Springs, Arizona 86434

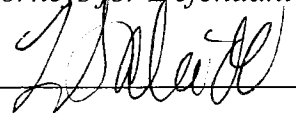
25 COPY of the foregoing sent via Email and  
26 First-Class U.S. Mail this 22nd day of October, 2014 to:

27 Rachel Frazier Johnson  
28 RACHEL FRAZIER JOHNSON LAW  
40 N. Central Ave, Suite 1400  
Phoenix, Arizona 85004  
*Judge Pro Tem*

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COPY of the foregoing served via First-Class U.S. Mail  
this 27<sup>th</sup> day of October, 2014 to:

Verrin T. Kewenvoyouma, Esq.  
Jason M. Croxton, Esq.  
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