The Law Office of
Andrew W. Twietmeyer

July 29, 2015

Via U.S. Priority Mail Express 1-Day

Hon. Chief Justice Tani Gorre Cantil-Sakauye, and Associate Justices
California Supreme Court
350 McAllister St.
San Francisco, CA 94102

Re: Opposition to Defendants' Request to Depublish *Cosentino vs. Fuller et al.*, Ct. App. Case No. G050923, Supreme Ct. Case. No. S227157

To the Honorable Chief Justice and Associate Justices:

Pursuant to California Rule of Court 8.1125, I respectfully request that the Court deny the Request of the Defendants Stella Fuller, Jason Maldonado, John Magee, William Ramos and Robert Vargas ("Defendants") to depublish *Cosentino vs. Fuller* (the "Request").

I. Procedural Background

The Court of Appeal filed its decision and certified it for publication on May 28, 2015. The Court modified the decision on June 22, 2015 without changing the judgment, and again on June 25, 2015 without changing the judgment. Therefore, under CRC 8.264(b)(1), (b)(3) and (c)(2), the decision became final an un-modifiable on June 29, 2015. *See* CRC 8.264(b)(1) and (c)(1). On June 17, 2015, prior to the decision becoming final, the Lytton Rancheria ("Lytton") filed a depublication request with this Court. I filed an opposition to Lytton's depublication request which I sent by FedEx Overnight on June 26, 2015 (the "June 26 Opposition"). On July 16, 2015, the Court received another request for depublication from the Viejas Band of Kumeyaay Indians. I timely opposed that depublication request on July 21, 2015. (the "July 21 Opposition"). On July 17, 2015, the Court received another depublication request on behalf of 13 entities identifying themselves as federally-recognized Indian tribes. On July 23, 2015, I timely opposed that July 17, 2015 Request (the "July 23 Opposition). On July 21, 2015, the Court received another depublication request by TASIN. I opposed TASIN's request on July 24, 2015 (the "July 24 Opposition"). On July 21, 2015 the Court also received a *second* depublication request on behalf of Lytton. I timely opposed that second request on July 29, 2015. (the "July 29 Opposition"). The Court received Defendants' depublication request on July 27, 2015. I hereby timely oppose. *See* CRC 8.1125(b)(1).

10780 Santa Monica Blvd., Suite 401, Los Angeles CA 90025

310.909.7138
awt@twietmeyerlaw.com

II. Interest of Person Opposing Depublication

In the interest of brevity, I hereby incorporate my statements of interest from my June 26 Opposition and my July 21 Opposition herein by this reference.

III. Defendants Request for Depublication Should Be Denied.

Defendants' Request is shockingly dishonest. Defendants fabricate case law which ***the Court of Appeal has already concluded does not exist.*** Defendants put forward a frivolous waiver defense that Defendants know (based on briefing in the Court of Appeal) has no factual or legal support. Defendants dishonestly imply that I did not provide the Court of Appeal with a complete copy of the Tribal-State Compact when they know that I did. Defendants deliberately provide an oversimplified summary of the federal action entitled *Cosentino vs. Pechanga Band et. al.* to misleadingly portray me as incompetent. Defendants' Request is frankly shameful.

This case has been sullied time and again by Defendants' deliberate distortions of fact and law. Defendants' Request for Depublication continues that depressingly familiar pattern in superlative fashion. Below, I will briefly identify a few of Defendants' most egregious distortions and correct the record. I am frankly at my wits end dealing with Defendants' counsel's dishonesty in this case. No attorney; no Court; in California should be burdened with repeatedly correcting the factual record, or repeatedly addressing legal arguments that the proponent *knows* have no merit. Code of Civil Procedure section 128.7 exists to prevent such conduct.

In conjunction with numerous lies and distortions, Defendants fundamentally make all of the same meritless arguments that have been raised in the prior depublication requests. At this stage of this proceeding, I see no point in further rebutting those frivolous arguments. Instead, I incorporate my arguments from my June 26, July 23, July 29 and July 24 Oppositions herein by this reference, and I will simply direct the Court's attention to the many instances in which Defendants have distorted both facts and law in their Request.

A. Defendants Deliberately Fabricate a Quote and Falsely Attribute It to the *Great Western* Case after the Court of Appeal Has Already Observed that the Quote Does Not Exist.

In an astoundingly dishonest argument, Defendants attribute the following quote to *Great Western Casino's Inc. v. Morongo Band of Mission Indians* (1999) 74 Cal.App.4th 1407: "[t]he tribal council members' alleged motivations for these actions were plainly illegal and not expressly authorized under applicable law." Request at p. 4 (pinciting to page 1422 of the *Great*

Western opinion)[1] Defendants use this quote to show that Great Western is indistinguishable from *Cosentino vs. Fuller*. They argue as follows:

> The [*Cosentino vs. Fuller*] Opinion incorrectly claims that *Great Western* is distinguishable because it "does not address" a "factual scenario" in which "tribal officials" are alleged to have "exceeded the scope of their authority…" Opinion at 19. That is simply wrong. As noted above, in Great Western the tribal council members' alleged motivations for terminating plaintiff's contract were both "plainly illegal" and "not expressly authorized under applicable law."

Request at p. 4.

The quote Defendants attribute to the *Great Western* court ***does not exist***, ***and the Court of Appeal has already stated so in its June 22, 2015 modified opinion at page five***—*See* Defendants' Exhibit 3, 6/22/15 Mod. Opn. At p. 5 ("The *Great Western Casinos* decision, however, does not include this quote Defendants attribute to it and we have been unable to find that quote in any other reported case.") I too have conducted a LexisNexis search for the quoted language. The only case returned is the June 22, 2015 modified opinion in *Cosentino v. Fuller. See Cosentino vs. Fuller* 2015 Cal.App. LEXIS 541 at *7-*8.

In other words, this argument was a lie when Defendants submitted it in the Court of Appeal. The Court of Appeal explicitly identified the false quote upon which Defendants rely and then Defendants turned around and submitted *the very same false quote before the California Supreme Court!* I am dumbfounded and, frankly enraged, by this brazen violation of California Code of Civil Procedure section 128.7 and counsel's duty of candor to the Court. At this point, Defendants' counsel should not be afforded the benefit of any doubt. He has lied to both the Court of Appeal and the Supreme Court. I respectfully submit that such conduct should be sanctioned. *See* Cal Rules of Prof. Conduct 5-200(B) (Lawyers must not attempt to mislead the Court "by an artifice or false statement of fact or law."); *see also* Rule 5-200(C) (Lawyer must not intentionally misquote to a tribunal the language of a decision.); *see also* Bus. & Prof. Code § 6068(d) (lawyers must employ "means only as are consistent with the truth."); *see also Rodgers v. State Bar* (1989) 48 Cal.3d 300, 315 (Attorneys are required to refrain from deceptive acts, without qualification.")

B. Defendants Raise a Frivolous Waiver Argument that They Know Is Factually And Legally Without Merit.

Defendants contend at page 9 of their Request that the Court of Appeal wrongly disregarded their waiver defense—which they state is a "purely legal" defense. Defendants cite

[1] In Defendants' Petition for Rehearing, Defendants used the same false quote, with the same pincite, and even used bold italics on portions of the false quote and used an "emphasis added" notation. See Defendants' Petition for Rehearing at p. 21.

no authority in support. There *is* no such authority *and Defendants know it.* Until today, Defendants' waiver argument (which is built around a deliberate misquotation of the Pechanga Gaming Ordinance) was the most dishonest argument I have ever encountered in my eight years of practice. As a matter of fact, there is no waiver in the Pechanga Gaming Ordinance, and as a matter of law waiver is *not* a purely legal defense. Defendants know all of that. I rebutted the waiver argument in Mr. Cosentino's Reply Brief in the Court of Appeal with the substantially the following analysis:

Defendants argue that, somehow, by operation of section 10(b) of the Pechanga Gaming Ordinance (the "PGO"), "Mr. Cosentino assumed all risks and waived all claims related to his Pechanga Gaming License."[2] [*See* Respondent's Brief ("RB" at p. 24-25] But the PGO does not even refer to any such waiver. Section 10(b) merely requires the Pechanga Gaming Commission (the "PGC") to obtain, from applicants, a waiver of claims resulting from the "application process." [*See* RB at at 25.] In this case, Cosentino applied for a gaming license, the PGC found him morally fit, and the PGC granted him a license. That was the end of the "application process." Cosentino claims no injury resulting from that process. Therefore, any waiver required by Section 10(b) (if indeed such a waiver was ever obtained from Cosentino) is irrelevant to this case.

Defendants recognize that any waiver contemplated by section 10(b) would not apply to Cosentino's claims, so Defendants attempt to broaden the language of section 10(b) by selectively quoting and augmenting it for presentation to the Court as follows:

> Importantly for present purposes, the Ordinance expressly provides that '[a]pplicants must ***accept any risk*** of adverse public notice, embarrassment or other action which may result from the application process...' It further provides that applicants '***expressly waive any claim for damages*** as a result' of the licensing process.

[RB at 2-3, 25, 26 (emphasis and ellipsis in original).]

Un-spliced, and in its entirety, section 10(b) *actually* reads as follows:

> The burden of proving an applicant's qualification to receive any license hereunder is at all times on the applicant. Applicants must accept any risk of adverse public notice, embarrassment or other action which may result from the

[2] Defendants' Assumption of Risk defense is also legally baseless, as I pointed out in Mr. Cosentino's Reply Brief at p. 6. *See Lipson v. Superior Court* (1982) 31 Cal.3d 362, 375 fn. 8 (observing that Assumption of Risk is only a defense to strict liability claims.) Defendants are aware of *Lipson.* They cite no new authority contravening it. And yet, they still put forward this legally baseless defense. A clear violation of Code of Civil Procedure section 128.7(b)(2).

> application process ***and*** expressly waive any claim for damages as a result ***thereof***.

Pechanga Gaming Ordinance § 10(b) (emphasis added to show words omitted by Defendants.)[3]

Plainly the broadest reasonable interpretation of Section 10(b) is that the section recognizes that the background investigation that IGRA requires presents the possibility that an applicant's reputation may be injured by what that investigation uncovers—and that, therefore, applicants will be required to assume the risk of having their character put to scrutiny. As noted above, Cosentino's background and moral fitness were put to scrutiny when he applied for and was granted a license. He suffered no injury from undergoing that process. PGO section 10(b) is irrelevant to this case.

Defendants' debasement of this proceeding with a false citation was an exercise futility. For, even if Defendants' representation of section 10(b) were truthful, the issue of waiver was not before the Court of Appeal—as the Court of Appeal correctly concluded. Waiver is an affirmative defense, which must be pleaded and proved in the Trial Court. "Waiver is a factual question [citation] and cannot be raised for the first time on appeal." *Bartley v. Karas* (1983) 150 Cal.App.3d 336, 341, disapproved on another ground in *Petersen v. Hartell* (1985) 40 Cal.3d 102, 117; *see also Paud v. Alco Plating Corp.* (1971) 21 Cal.App.3d 362, 369 ("The question of waiver is one of fact for the trier of fact....The issue cannot be raised for the first time on appeal."); *see also Hodge v. Kirpatrick Development, Inc.* (2005) 130 Cal.App.4th 540, 552 ("waiver is an intensely factual determination.") In this case, Defendants have yet to answer the Complaint and have never raised the purported waiver as a defense until filing their Brief in this appeal. The Court does not have jurisdiction to consider any purported waiver.

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[3] Defendants' recasting of section 10(b) before the Court of Appeal was meticulously crafted to mislead. Defendants split the second sentence of 10(b) into two quotes—omitting only the conjunction, "and." By splicing the sentence, Defendants divorced the modal verb "must" in the first clause from its active verb "waive" in the second clause. Defendants then inserted the more forceful phrase, "it further provides," which further divorces the two verbs and gives the false impression that section 10(b) *operates* as a waiver when, at most, it only *requires* a waiver (i.e. "must waive"). Additionally, while Defendants placed an ellipsis to indicate the omission of the conjunction "and," they did *not* place an ellipsis at the end of the second quoted selection, where they have omitted the final word "thereof." But *that* omitted word is crucial because the word "thereof" limits the import of the entire sentence to injuries resulting from the "application process." By neglecting to signal that omission to the Court of Appeal, Defendants were able to tidily round out the surreptitiously-truncated sentence with their own expansive phrase, "of the licensing process." The effect of all those changes was to portray section 10(b) as if it actually states that all claims relating to the "licensing process" are waived. The PGO states no such thing—anywhere.

Even if the issue of waiver were before the Court of Appeal, there is no evidence that Cosentino ever waived any of his rights or claims. Waiver always rests upon intent. Waiver is the intentional relinquishment of a known right after knowledge of the facts. The burden, moreover, is on the party claiming a waiver of a right to prove it by clear and convincing evidence that does not leave the matter to speculation, and 'doubtful cases will be decided against waiver.' *City of Ukiah v. Fones* (1966) 64 Cal.2d 104, 107-108 (Mosk, J.) Waiver of a legal right may be shown only by a clear, unequivocal, and decisive act of the party showing the intent to waive the right. *Hopson v. National Union of Marine Cooks & Stewards* (1953) 116 Cal.App.2d 320, 324-325. Thus, waiver depends solely on the intention of the party who is claimed to have waived a right. *See Waller v. Truck Ins. Exchange, Inc.* (1995) 11 Cal.4th 1, 31. The conduct and intent of the other parties is irrelevant. *Elliano v. Assurance Co. of America* (1970) 3 Cal. App.3d 446, 450-451("Waiver is a voluntary relinquishment, expressly or impliedly, of a known right and depends upon the intention of one party only.") In other words, *the tribe* cannot, in drafting the PGO, waive *Cosentino's* rights. Only Cosentino can waive his rights. Defendants have never presented any evidence that he has done so.

Defendants' waiver argument in the Court of Appeal had no merit whatsoever—and they know it. They are aware of all of the foregoing law which was all set forth in Mr. Cosentino's Reply Brief. There is no waiver in the Pechanga Gaming Ordinance. Defendants' counsel manufactured evidence of a waiver by selective and misleading quotation. And have now twice proffered this artful dishonesty before California's Courts--a clear violation of California Rule of Professional Conduct 5-200(B) and an act of moral turpitude under Business and Professions code section 6106. *See also Worth v. State Bar* (1978) 22 Cal.3d 707, 711 (attorney disbarred for falsifying evidence in State Bar disciplinary proceeding.); *see also Vaughn v. Mun. Ct.* (1967) 252 Cal.App.2d 348, 358 (a statement of fact known to be false presumes and intent to secure a determination based upon it.); *Vickers v. State Bar* (1948) 32 Cal.2d 247, 253 ("the conduct denounced…is not the act of an attorney by which he successfully misleads the court, but the presentation of a statement of fact, known by him to be false, which tends to do so.)

C. I Did Not Conceal Portions of the Tribal-State Compact from the Court of Appeal as Defendants Dishonestly Imply.

At page 2 footnote 1 of Defendants' Opposition, Defendants imply that I concealed portions of the Tribal-State Compact from the Court of Appeal, stating "Plaintiff put very limited excerpts of the 1999 Compact into the record at A.A. 151-54." That is grossly disingenuous and Defendants' counsel knows it. In my Appendix, I properly included only those portions of the Compact that I had filed as exhibits in the trial court. However, concurrently with my Opening Brief in the Court of Appeal, I also filed a request for Judicial Notice that included both the 1999 Compact and the 2006 Compact *in their entirety*. In their Opposition Brief, Defendants explicitly referred to my Request for Judicial Notice as unnecessary "as the Compact is federal, state, and tribal law and is citable as such." Defendants' Responding Brief at 8 fn. 2. The Court of Appeal granted my Request for Judicial Notice. *See* Opinion at p. 8 fn. 2. Defendants are fully aware that the Court of Appeal had the entire Compact—indeed, they argued that it was unnecessary. *See*

ibid. The *only reason* Defendants include footnote 1 in their Request is to mislead this Court into concluding that the Court of Appeal decided *Cosentino vs. Fuller* on an incomplete record.

D. The Factual Record in This Case Contains No Evidence that Mr. Cosentino Was Ever Provided a Hearing as Defendants State.

At page 3, paragraph 2 of Defendants' Request, Defendants state, "The Commission revoked plaintiff's license following notice and a hearing. A.A. 63, 66, 112-13, 116, and 121." That contention is not supported by the factual record in this case, and is a central point of contention in Mr. Cosentino's Complaint. The only evidence before the Court of Appeal on this question supported Mr. Cosentino's allegations (and sworn testimony) that he never requested a hearing, because he was not notified of his right to a hearing until after he has already agreed to "meet with the Commission" at the Commission's request. Defendants submitted no admissible rebuttal evidence in the Trial Court. Therefore, for purposes of this appeal, it is a fact that Mr. Cosentino was never provided a hearing. I respectfully submit that Defendants' statement to the contrary is a deliberate miscasting of the facts meant to portray Defendants' conduct as a valid exercise of their statutory authority when there is, in fact, no evidence to support that contention.

E. Defendants Dishonestly Imply that I Brought a Baseless Lawsuit in Federal Court against the Pechanga Band and Its Gaming Commission.

At page 3, footnote, 3 of Defendants' Request, Defendants observe that "Plaintiff also sued the Commission and the Tribe in federal court, which case was dismissed with prejudice." True enough, but what Defendants leave out is that Mr. Cosentino first demanded arbitration against the Band and its Commission under Tribal State Compact section 10.2(d) as amended in 2006. Section 10.2(d) contains the Tribe's waiver of sovereign immunity and consent to arbitrate torts arising out of, related to, or connected with the Band's gaming facility or gaming activities. I respectfully submit that Mr. Cosentino's tort claims all fall within the scope of that waiver, and that, therefore the Tribe and the Commission are bound to arbitrate them. The Federal District Court disagreed with me. I anticipate the Ninth Circuit reversing.

In any case, to the extent Defendants intend to imply by their incomplete summarization of *Cosentino vs. Pechanga Band* that I am so unaware of fundamental principles of sovereign immunity that I stumbled into federal court asserting bare tort claims against the Tribe (and that is *exactly* what they intend to imply) I wish to set the record straight. *Cosentino vs. Pechanga* Band is a federal action under 9 U.S.C. § 4 and Tribal-State Compact section 10.2(d)(ii)(C) to compel arbitration of Mr. Cosentino's tort claims against the Pechanga Gaming Commission based on the Tribe's waiver of sovereign immunity. *See* Compact § 10.2(d)(ii)(C) (providing in relevant part, "the Tribe shall, in the exercise of its sovereignty, waive its right to assert its sovereign immunity … in any action brought in the United States District Court where the Tribe's Gaming Facility is located and the Ninth Circuit Court of Appeals (and any successor court), … to (1) enforce the parties' obligation to arbitrate….")

F. Defendants Did Not Provide Any Admissible Evidence in the Trial Court that They are Authorized to Revoke a License Without Cause.

Defendants dishonestly state that, in the Riverside Superior Court, they "provided evidence that IGRA, the Compact and the Tribal Ordinance empowered the Commission to make licensing determinations. They presented evidence that no applicable law required the Commission to articulate to plaintiff, or anyone else, its reasons for revoking a license." Request at p. 3. That is the exact opposite of the truth. Defendants may have *argued* all of those points, but they did not provide any admissible evidence in support other than a copy of the Pechanga Gaming Ordinance, which as the Court of Appeal correctly concluded, limits their revocation authority only to instances where Commissioners have reliable evidence that a licensee is unfit.[4] There is no evidence in this case that the Defendants ever had such reliable evidence of Mr. Cosentino's unfitness when they suspended Mr. Cosentino's license, then *threatened* to revoke it, and then revoked it.

G. *Cosentino vs. Fuller* Does Not Concede the Defendants Had Grounds for Suspending or Revoking Mr. Cosentino's License.

Defendants argue at page 6 of their Request that, "Incredibly, the Opinion actually concedes that plaintiff 'declined to answer some of the [Commission's] questions….' Opinion Exh. 2 at 15. Thus on the face of the Tribal Ordinance and the panel's Opinion, the Commission had express authority for revoking plaintiff's license." Request at p. 6.

This is more dishonesty and distortion. Defendants cite PGO section 10(d) as the provision of tribal law that Mr. Cosentino purportedly violated which authorized Defendants revoking his license. By its clear terms section 10(d) applies to individuals who are *applying* for a license. It requires *applicants* to agree to disclose information necessary for the Commission to make its licensing determination. Thus, section 10(d) was relevant when the Commission investigated Mr. Cosentino's background, determined that he was fit for a license, and issued him a license. Section 10(d) does not, as Defendants would have it, confer upon them the authority to suspend Mr. Cosentino's license without evidence of his unfitness, then summon him to an interrogation unrelated to his fitness, then threaten to revoke his license if he did not resign from his employment, and then revoke his license when (having done nothing wrong) he refused to resign. Mr. Cosentino showed by un-rebutted evidence that that is what Defendants

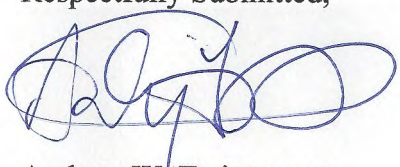
[4] Defendants submitted the declaration of Tribal Chairman Mark Macarro which authenticated the PGO and which was otherwise comprised entirely of irrelevant facts, statements lacking in foundation, and inadmissible legal conclusions. I submitted evidentiary objections in the trial court, which the trial court did not rule on. I renewed those evidentiary objections in the Court of Appeal. Implicit in the Court of Appeal's decision is their agreement with me that Mr. Macarro's declaration was not admissible evidence. *See* Opinion at 15 (observing that Defendants presented no rebuttal evidence or any authority showing that they were empowered to revoke Mr. Cosentino's license without cause.")

did in this case. Defendants have never presented evidence that Mr. Cosentino violated section 10(d) or any other law, and the Opinion certainly does not concede such a violation.

IV. Conclusion

Cosentino vs. Fuller should not be stricken from our state's case law based on the summary, slap-dash, ill-informed and (now) deliberately misleading arguments that have surfaced in the numerous depublication requests filed in this Court. Defendants' disgraceful Request is the most potent illustration of why *Cosentino vs. Fuller* was correctly decided, for, if Defendants arguments had any merit Defendants would not need to fabricate law and evidence to support their position. *Cosentino vs. Fuller* should remain published.

Respectfully Submitted,



Andrew W. Twietmeyer
Attorney for Plaintiff and Appellant
Benedict Cosentino

THE LAW OFFICE OF ANDREW W. TWIETMEYER
10780 Santa Monica Blvd., Suite 401
Los Angeles, CA 90025 • (310) 909-7138

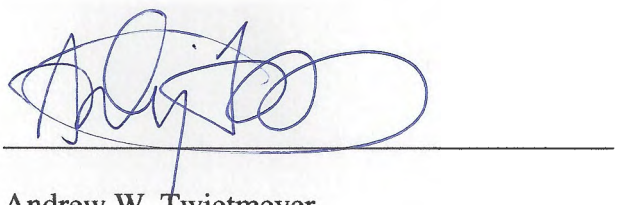
PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 10780 Santa Monica Blvd. Suite 401, Los Angeles, California 90025. On July 29, 2015, I served the foregoing document described as: **Opposition to Defendants' Request to Depublish *Cosentino vs. Fuller et al.*, Ct. App. Case No. G050923, Supreme Ct. Case. No. S227157**on the interested parties in this action by placing [ ] the original **[X]** a true copy thereof enclosed in a sealed envelope addressed as set forth below: **See Service List below**

[X] By Mail: I am readily familiar with the office's practice for collection and processing of correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing contained in the affidavit.

I declare under penalty of perjury under the laws of the State of California and that the foregoing is true and correct. Executed on July 29, 2015 at Los Angeles, California.



Andrew W. Twietmeyer

Frank Lawrence
Law Office of Frank Lawrence
578 Sutton Way, No. 246
Grass Valley, CA 95945
Attorney for Defendants

Clerk of Court
Riverside Superior Court
4050 Main Street
Riverside, CA 92501

Court of Appeal
Fourth Appellate District
Division Three
601 W. Santa Ana Blvd.
Santa Ana, CA 92702

Phillip C. Samouris, Esq.
Higgs, Fletcher, & Mack, LLP
401 West A Street, Suite 2600
San Diego, CA 92101
Attorney for the Viejas Band

Lawrence R. Stidham
Stidham Law Offices
210 5th Street
Ramona, CA 92065
Attorney for Lytton Rancheria

Paula M. Yost, Esq.
Dentons US LLP
525 Market Street, 26th Floor
San Francisco, CA 94105
Attorney for the Pala Band of Mission Indians, Table Mountain Rancheria, & Yocha Dehe Wintun Nation

Kathryn Clenney, Esq.
1095 Barona Rd.
Lakeside, CA 92040
Attorney for the Barona Band of Mission Indians

Glenn Feldman, Esq.
Dickinson Wright PLLC
1850 North Central Ave.
Suite 1400
Phoenix, AZ 85004
Attorney for the Cabazon Band of Mission Indians and the San Pasqual Band of Mission Indians

Little Fawn Boland, Esq.
Ceiba Legal, LLP
35 Madrone Park Cir.
Mill Valley, CA 94941
Attorney for the Coyote Valley Band of Pomo Indians of California and the Iipay Nation of Santa Ysabel

Neal Malmsten, Esq.
Redding Rancheria
2000 Redding Rancheria Rd.
Redding, CA 96001
Attorney for the Redding Rancheria

AmyAnn Taylor, Esq.
5281 Honpie Rd.
Placerville, CA 95667
Attorney for the Shingle Springs Band of Miwok Indians

Michelle Carr, Esq.
2 Kwaaypaay Ct.
El Cajon, CA 92019
Attorney for the Sycuan Band of the Kumeyaay Nation

Brandon Meyer, Esq.
P.O. Box 5399
Sonora, CA 95370
Atty for Tuolumne Band of Me-Wuk Indians

Brian Guth, Esq.
10720 Indian Hill Rd.
Auburn, CA 95603
Attorney for the Auburn Indian Community

Matthew Benedetto, Esq.
Wilmer Hale
350 S. Grand Ave. 21st Floor
Los Angeles, CA 90071
Attorney for the Tribal Alliance of Sovereign Indian Nations

George Foreman, Esq.
Forman & Associates
4340 Redwood Highway, Suite E352
San Rafael, CA 94903

THE LAW OFFICE OF ANDREW W. TWIETMEYER
10780 Santa Monica Blvd., Suite 401
Los Angeles, CA 90025 • (310) 909-7138