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8 Attorney for Specially Appearing
9 Defendant
10 HWAL' BAY BA:J ENTERPRISES, INC.,
11 dba GRAND CANYON RESORT
12 CORPORATION

13 **UNITED STATE DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**

15 MIN ZHANG,) Case No.: 5:19-CV-00124-SVW-SPX
16 Plaintiff,)
17 vs.) **DECLARATION OF VERRIN T.**
18) **KEWENVOYOUMA IN SUPPORT**
19) **OF SPECIALLY APPEARING**
20) **DEFENDANT'S MOTION TO SET**
21) **ASIDE A DEFAULT AND MOTION**
22) **TO DISMISS**
23)
24) Date: September 9, 2019
25) Time: 1:30 p.m.
26) Dept.: Courtroom 10A
27) Honorable Judge Stephen V. Wilson
28)

29 I, Verrin T. Kewenvoyouma, declare as follows:

- 30 1. I am an attorney licensed in the State of Arizona and before the Courts of
31 the Hualapai Tribe. I provide this Declaration based upon my personal
32

1 knowledge.

- 2 2. I serve as Outside General Counsel to Hwal'bay Ba:j Enterprises, Inc., dba
3 Grand Canyon Resort Corporation ("GCRC"), a wholly-owned tribal
4 corporation of the Hualapai Tribe.
- 5 3. The Hualapai Indian Tribe ("Tribe") is a federally recognized Indian tribe and
6 is governed by a tribal constitution approved by the Department of the
7 Interior. See Constitution of the Hualapai Indian Tribe of the Hualapai Indian
8 Reservation (the "Hualapai Constitution"), available at <http://hualapai-nsn.gov/wp-content/uploads/2013/07/HualapaiConstitution.pdf>. A true and
9 correct copy of the Constitution is attached hereto as Exhibit A.
- 10 4. Under the Hualapai Constitution, the Tribal Council is authorized to
11 "establish and regulate subordinate organizations for economic and other
12 purposes." Ex. A. In effectuating that power, the Tribal Council passed a
13 resolution in 1991 that "charter[ed], empower[ed] and sanction[ed] a Tribal
14 Enterprise to be known as Hwal'Bay Ba:j Enterprises, Inc." This enterprise
15 was organized under a "Plan of Operation" which formed GCRC as a tribal
16 entity "for the purpose of creating economic development opportunities for
17 the Tribe." Ex. B.
- 18 5. Under the Plan of Operation, GCRC, as a tribal subordinate economic entity
19 of the Tribe, is "entitled to all the privileges and immunities of the Hualapai
20 Indian Tribe. GCRC and its directors, officers, employees, and agents . . . are
21 immune from suit." A True and Correct Copy of GCRC's Amended Plan of
22 Operation is attached hereto as Exhibit B.
- 23 6. Plaintiff in this litigation, Min Zhang, filed a complaint against GCRC in
24 Hualapai Tribal Court on or about May 30, 2018, styled as *Min Zhang v.*
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1 *Grand Canyon Resort Corporation*, Case No. 2018-CV-027. A true and
2 correct copy of the Complaint is attached hereto as Exhibit C.

3 7. On or about July 19, 2018, GCRC filed a Motion to Dismiss with the Hualapai
4 Court based on sovereign immunity but reserving all other defenses such as
5 expiration of the statute of limitations. A true and correct copy of Hualapai
6 Tribal Code, Section 4.2 is attached hereto as Exhibit D.

7 8. On or about July 27, 2018, the Hualapai Court held a telephonic hearing.
8 During the hearing, Zhang noted that it would take at least 30 days for her
9 current counsel to be licensed within the Hualapai Courts. Although not
10 having been contacted prior to the hearing to discuss a joint or at least
11 uncontested motion for extension of time, GCRC offered and stipulated to an
12 extension of time for Zhang to find and hire legal counsel and file her response
13 to the GCRC's Motion to Dismiss. As such, the Hualapai Court verbally
14 granted Plaintiff an additional 30 days to find and hire legal counsel.

15 9. On or about August 28, 2018, Zhang filed a Motion to Extend Response
16 Deadline for Plaintiff's Current Medical Condition and Additional Time
17 (60 Days) to Obtain Medical Proof for Case 2018-CV-027. Prior to this
18 Motion to Extend no communication had been received from Plaintiff.

19 10. On or about September 7, 2018, Zhang filed an action in California Superior
20 Court ("State Court") alleging the same facts and claims as those in her Tribal
21 Court action. Although there is an apparent proof of service signed by some
22 individual, neither myself nor my associates were aware of the State Court
23 Action until very recently, as detailed below.

24 11. On or about October 16, 2018, I attempted to call Zhang to see if we could
25 possibly agree to a joint stipulation to her request. I telephoned her at 626-
26 525-9333 and left a voicemail. I also attempted to call Plaintiff at 407-
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1 733-3026 but was informed by recorded message that the number does not
2 allow for incoming calls. I received no return call.

3 12. Having not been able to reach Zhang by telephone I wrote her a letter
4 requesting her to reply before October 19, 2018, as to the possibility to a
5 joint stipulation. *See* Exhibit E. This letter was sent via FedEx Overnight
6 to 26383 Delgado Avenue, Loma Linda, California, 92354. My office
7 confirmed that the Letter was delivered on October 17, 2018, and was also
8 sent by email to winnie.minzhang@gmail.com. *See* Exhibit F & G.

9 13. After not receiving a response from Zhang by the October 19, 2018
10 deadline I again attempted to telephone Zhang and left another voicemail.
11 Again, I received no response.

12 14. Zhang has made no attempt to contact GCRC or GCRC's counsel to
13 request to extend time for filing or tolling.

14 15. On or about October 28, 2018, the 60 days requested by Zhang in her
15 August 28, 2018 request lapsed.

16 16. On or about November 13, 2018, GCRC received a putative "MOTION
17 TO SEAL THE COURT RECORDS; MOTION TO HAVE TOLLING
18 STATUE OF LIIMITATION DUE TO MEDICAL CONDITION AND
19 WAVER OF SOVEREIGN IMMUNITY DUE TO FAIL TO PASS
20 ARMS OF TRIBE TEST." However, such document was never filed with
21 the Tribal Court.

22 17. On or about November 14, 2018, GCRC filed a "REQUEST FOR
23 DISMISSAL OR TELEPHONIC HEARING ON RESPONDENT'S
24 MOTION TO DISMISS," asking the Tribal Court to dismiss the Zhang's case
25 for failure to properly respond to the Motion to Dismiss. To date, the Tribal
26 Court has not scheduled a hearing on the matter.
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1 18. On or about January 23, 2019, my firm received an email from GCRC's
2 Insurance Company, Tribal First, containing a complaint (but no summons)
3 drafted by Zhang, which she filed in Federal District Court for the Central
4 District of California ("Federal Court") alleging essentially the same facts and
5 claims alleged in both the Tribal Court Action and the State Court Action
6 ("Federal Court Action"). However, unlike the Tribal Court Action and the
7 State Court Action, the Federal Court Action also initially named Tribal First
8 as a defendant.
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10 19. On or about January 28, 2019, my office received a packet via certified mail
11 containing a complaint for State Court, but which appeared to invoke
12 jurisdiction in Federal Court. This was the first time myself and my associates
13 were made aware of the State Court Action. Although the packet provided by
14 Zhang contains a certified mail receipt dated September 18, 2018, the copy of
15 the receipt omits the address and also omits the person who signed for the
16 mail packet.

17 20. On or about May 3, 2019, our office filed a motion to dismiss in the State
18 Court Action based upon, among other things, sovereign immunity. The State
19 Court granted our motion on May 30, 2019. *See* Exhibit H "Minute Order"
20 Attached.

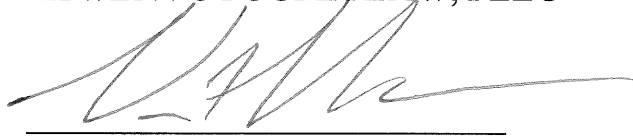
21 21. On or about July 25, 2019, our office received another packet from Plaintiff,
22 apparently attempting to serve Defendant for the Federal Court Action, which
23 contained a number of duplicative documents.. Although I searched all of
24 Plaintiff's prior correspondence to our office and our client, which constitutes
25 over 150 pages of documents, none of the correspondence provided
26 by Plaintiff contained a summons from the Federal Court. Accordingly,
27 neither my client nor my firm have any record of being properly served in this
28 matter.

1 22. On or about July 30, 2019, our office received a notice that the Central District
2 of California entered a default in favor of Plaintiff.

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4 I declare under penalty of perjury of the laws of the State of California that
5 the foregoing is true and correct.

6 Executed this 31st day of July, 2019 in Tempe, Arizona.

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9 KEWENVOYOUMA LAW, PLLC

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13 Verrin T. Kewenvoyouma
14 *Attorneys for Defendants GCRC*
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1 **INDEX OF EXHIBITS**

2 **KEWENVOYOUMA DECLARATION**

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4 **Exhibit A** Constitution of the Hualapai Indian Tribe

5
6 **Exhibit B** Hwal'Bay Ba:j Enterprises, Inc. DBA Grand Canyon Resort
7 Corporation Second Amended and Restated Plan of Operation

8 **Exhibit C** *Min Zhang v. Grand Canyon Resort Corporation*, Case No. 2018-
9 CV-027

10
11 **Exhibit D** Hualapai Tribal Court Law and Order Code

12 **Exhibit E** October 16, 2018 Letter to Min Zhang Re: Min Zhang v. Grand Canyon
13 Resort Corporation; Case No. 2018-CV-027 requesting a reply as to possibility of
14 joint stipulation

15
16 **Exhibit F** Federal Express confirmation that letter was delivered to 26383
17 Delgado Avenue, Loma Linda, California 92345 on October 17, 2018

18 **Exhibit G** Email to Winnie.minzhang@gmail.com including October 16, 2018
19 letter
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22 **Exhibit H** California Superior Court Minute Order dated May 30, 2019
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**CONSTITUTION OF THE HUALAPAI INDIAN TRIBE
OF THE
HUALAPAI INDIAN RESERVATION, ARIZONA**

PREAMBLE

FINAL VOTE

141 — YES

33 — NO

FEBRUARY 14, 1991

We, the members of the Hualapai Indian Tribe of the Hualapai Indian Reservation, a federally recognized sovereign Indian Tribe, do hereby adopt this constitution in order to:

- govern ourselves under our own laws and customs for the common good and well-being of the Tribe and its members.
- protect our lands and natural resources for ourselves and our children,
- maintain our culture, language and tribal identity,
- ensure the political integrity of the Tribe,
- protect the individual rights of our members,
- maintain peace and order through the establishment and administration of justice,
- preserve, secure and exercise all the inherent sovereign rights and powers of an Indian Tribe.

This constitution shall supersede the Amended Constitution and Bylaws of the Hualapai Tribe of the Hualapai Reservation, Arizona, adopted October 22, 1955, and approved by the Secretary of the Interior on January 16, 1956, and shall govern the Hualapai Tribe from its effective date.

ARTICLE I - JURISDICTION

The jurisdiction of the Hualapai Tribe shall extend to all lands within the boundaries of the Hualapai Indian Reservation as established by Executive Orders of January 4, 1883 and June 2, 1911, and Public Law 93-560, December 30, 1974 and to any and all lands held by the Tribe, trust allotments located outside the reservation boundaries to the extent permitted by Federal law, and to any additional lands acquired by the

Tribe or by the United States for the benefit of the Tribe. It is hereby declared that title to these lands includes but is not limited to all the surface rights, subsurface rights, tenements, hereditaments, all water rights and all accretions and that such lands are held by the United States of America in trust for the Hualapai Tribe. Except as prohibited by Federal law, the Hualapai Tribe shall have jurisdiction over all persons, property, lands, water, air space, resources and all activities occurring within the boundaries of the reservation or on other lands within the jurisdiction of the Tribe, notwithstanding the issuance of any right-of-way. Nothing in this article shall be construed to limit the ability of the Tribe to exercise its jurisdiction based upon its inherent sovereignty as an Indian Tribe.

ARTICLE II - MEMBERSHIP

Section 1. Requirements. The membership of the Hualapai Tribe shall consist of:

- (a) All persons of Hualapai blood who qualified for and were accepted into membership in the Hualapai Tribe under the membership requirements contained in the original constitution approved by the Secretary of the Interior December 17, 1938, and the amended constitution approved January 16, 1956;
- (b) All persons one-fourth (1/4) degree or more Hualapai Indian blood.

Section 2. Admission Procedures. Applications for enrollment shall be made according to an enrollment ordinance adopted by the Tribal Council. Applicants denied admission can appeal to the Tribal Court in accordance with appeal procedures established by the Tribal Council.

Section 3. Enrollment Committee. An enrollment committee of five (5) eligible voters shall be appointed and supervised by the Tribal Council. The enrollment committee shall have the duty to maintain a current and accurate official tribal membership roll which shall include the names and addresses of all tribal members.

Section 4. Loss of Membership and Reinstatement. The following terms and conditions shall apply to loss of membership in the Hualapai Tribe:

- (a) No person who is enrolled as a member of any other Indian tribe shall be eligible for enrollment in the Hualapai Tribe unless the person in question has first renounced his membership in the other tribe and unless the person has first provided the Hualapai Tribe with satisfactory evidence that his name has been stricken from the roll of the other tribe.

- (b) Any member of the Hualapai Tribe who becomes a member of any other Indian Tribe shall automatically forfeit his membership in the Hualapai Tribe. Any person adversely affected by this section shall have a right to appeal to the Tribal Court in accordance with the appeal procedures established by the Tribal Council.
- (c) Any person who has lost his membership in the Hualapai Tribe may apply for reinstatement after a period of two (2) years has elapsed from the date of removal from the membership roll, Provided, That the person in question submits adequate proof to the Tribal Council that he has given up his membership in the other tribe involved.

Section 5. Honorary Membership. The title of "honorary member" of the Hualapai Tribe may be granted to any person by the Tribal Council. Honorary membership does not qualify a person for any benefits, assets, the right to vote, or any other rights or privileges.

Section 6. Enforcement. The Tribal Council shall enforce this Article by ordinance, Provided, That the Tribal Council shall have no power to establish substantive requirements for membership in addition to those established in Section 1 of this Article nor to waive or alter any of those requirements in Article II, or deny an applicant the right to appeal an adverse decision to Tribal Court.

ARTICLE III - ORGANIZATION OF THE GOVERNMENT

The Hualapai tribal government shall be divided into two separate and independent branches of government: the Legislative Department, consisting of the Tribal Council and the Tribal Administration, and the Judicial Department. The Tribal Administration shall be subordinate to the Tribal Council and shall operate in accordance with Article VII.

ARTICLE IV - THE TRIBAL COUNCIL

Section 1. Legislative Body. The legislative body of the Hualapai Tribe shall be known as the Hualapai Tribal Council and shall consist of nine (9) members.

Section 2. Terms of Office. The terms of office for all Tribal Council members including the Chairperson and Vice Chairperson shall be four (4) years except as provided in Section 3 of this article. All Tribal Council members, including Chairperson and Vice Chairperson, shall be eligible to serve two (2) consecutive terms, whether full

or partial terms. At the completion of his second consecutive term, a council member shall not be eligible to run for re-election or be eligible to fill a vacancy until a period of one (1) year has elapsed.

Section 3. The First Election. The first election of council members under this constitution shall be held on the first Saturday in June 1992. All nine (9) council positions shall be declared vacant for purposes of the first election. There shall be no primary election for purposes of the first election. The candidate receiving the highest number of votes shall be offered the position of Chairperson. The candidate receiving the next highest number of votes shall be offered the position of Vice Chairperson. If either person offered the position of Chairperson or Vice Chairperson declines, then the candidate(s) receiving the next highest number of votes shall be offered the position(s). Both the Chairperson and Vice Chairperson shall serve for four (4) years. The next three (3) candidates receiving the next highest number of votes shall serve as council members for four (4) years. The other four (4) candidates receiving the next highest number of votes shall serve for two (2) years. The first election shall be held in accordance with all other applicable provisions of this constitution and applicable ordinances.

Section 4. Selection of Secretary and Treasurer. The Tribal Council shall choose a Secretary and a Treasurer from within or without the Tribal Council membership.

Section 5. Meetings of the Council.

- (a) A regular meeting of the Tribal Council shall be held on a date designated by the Chairperson during the first ten (10) days of each month.
- (b) Special meetings of the Tribal Council may be called by the Chairperson. The Chairperson shall call a special meeting upon the written request of three (3) or more members of the Tribal Council.

Section 6. Quorum. A quorum shall exist if six (6) or more members of the Tribal Council are present. A quorum is required at all meetings in order to conduct official business of the Tribal Council.

Section 7. Voting. The Tribal Council shall make decisions by a majority vote of those present, unless otherwise stated in the constitution. The Tribal Council may vote by voice vote unless the Chairperson or any two (2) members of the Tribal Council request a secret vote. All members of the Tribal Council, including the Chairperson and Vice Chairperson, shall have the right to vote unless otherwise stated in this constitution. If the Secretary or Treasurer is appointed from outside the Tribal Council

membership, they shall not vote.

Section 8. Conflict of Interest. Any council member who may have a direct personal or financial interest in any matter before the Hualapai Tribal Council not similarly shared by all members of the Tribal Council shall not vote on such matter without the consent of the remaining members of the Tribal Council. A council member shall reveal a direct personal or financial interest to the other members of the Tribal Council and failure to do so may constitute a violation of Section 9 of this article.

Section 9. Code of Ethics. The Tribal Council shall have the power to adopt a Code of Ethics governing the conduct of tribal officials. The Code of Ethics may include disciplinary procedures so long as the tribal official in question is afforded full due process rights.

Section 10. Removal and Suspension from Office.

(a) The Tribal Council shall remove a council member for:

- (1) failing to attend three (3) regular or special meetings consecutively absent good cause as defined by ordinance;
- (2) converting tribal property or monies without authorization through the omission or misrepresentation of facts;
- (3) final conviction by any Tribal, Federal or State Court of any of the following offenses:
 - (A) felony;
 - (B) three (3) misdemeanors while serving on the Tribal Council;
 - (C) contempt of court.

(b) A council member appealing a felony conviction shall be suspended pending the outcome of the final appeal.

Section 11. Removal - Due Process Required. In all removal proceedings under Sections 9 and 10, the council member in question shall be afforded full due process

rights including a written statement of the charges, the right to respond to those charges and the right to present witnesses and other evidence in his defense. The decision of the Tribal Council shall be final and shall be appealable to the Tribal Court only if a claim is made that the tribal constitution has been violated or due process rights not afforded. A council member removed from office must wait at least four (4) years from the official date of removal to run for office again.

Section 12. Recall.

- (a) Any member of the Hualapai Tribe of voting age shall have the power to initiate recall proceedings against a council member by filing with the Election Board a written statement giving specific reasons why the council member in question should be recalled;
- (b) In order to force a recall election, the tribal member(s) circulating the petitions shall collect the signatures from twenty (20) percent of the eligible voters of the Tribe;
- (c) A maximum of three (3) members of the Tribal Council may be recalled at a time;
- (d) Individual petitions shall be circulated for each council member who is subject to recall;
- (e) A council member who is successfully recalled shall not be returned to office and must wait four (4) years from his final day in office before being eligible to run for office again or to be appointed to fill a vacancy;
- (f) The Tribal Council shall adopt ordinances to carry out the details of this section.

Section 13. Vacancies.

- (a) If a Council member should die, resign, or be removed or recalled from office, the Tribal Council shall declare the position vacant. The Tribal Council shall fill a vacancy by special election unless less than ninety (90) days remain in the term, in which case the Tribal Council shall leave the position vacant. The person who fills the vacant position shall only serve out the term of the person whom he is replacing.
- (b) All resignations from the Tribal Council shall be in writing. A voluntary

resignation, once submitted, cannot be withdrawn.

ARTICLE V - THE POWERS OF THE TRIBAL COUNCIL

The Tribal Council shall have all of the legislative powers vested in the Hualapai Tribe through its inherent sovereignty and Federal law and shall, in accordance with established customs of the Hualapai Tribe and subject to the express limitations contained in this constitution and the applicable laws of the United States, have the following powers:

- (a) to represent the Tribe and act in all matters that concern the welfare of the Tribe, and to make decisions not inconsistent with or contrary to this constitution and applicable Federal law;
- (b) to negotiate and make contracts with the Federal, State and local governments;
- (c) to advise the Secretary of Interior or his representative on all activities that may affect the Hualapai Tribe, and on all appropriation estimates and Federal projects for the benefit of the Tribe before such estimates and projects are submitted to the Office of Management and Budget and to Congress;
- (d) to employ legal counsel, the choice of counsel and fixing of fees to be subject to the approval of the Secretary of Interior, but only so long as such approval is required by Federal Law;
- (e) to prevent or veto the sale, disposition, lease or encumbrance of tribal lands, tribal funds or other tribal assets without the formal consent of the Tribe;
- (f) to protect and preserve the wildlife and natural resources of the Tribe through the adoption of appropriate regulations and ordinances;
- (g) to regulate hunting, fishing, trapping, camping, recreation, rafting, hiking and all other related activities on all lands within the jurisdiction of the Tribe;
- (h) to administer charity;
- (i) to purchase or accept any land or property for the Tribe;
- (j) to regulate the use and disposition of all land within the jurisdiction of the Tribe, in conformity with Article XI;

- (k) to request the Secretary of Interior to confer trust or reservation status on lands reserved for, granted to or purchased by the Tribe;
- (l) to negotiate and issue leases for business purposes, and to otherwise regulate all business activities within the jurisdiction of the Tribe, in conformity with this constitution.
- (m) to manage all tribal economic affairs and enterprises, (n) to lease tribal lands, natural resources, or other tribal assets within the jurisdiction of the Tribe. Provided, That leases involving more than one thousand (1000) acres or fifty thousand (\$50,000.00) dollars shall also need the approval of the eligible voters of the Tribe voting in a special election; and Provided, That all sales or exchanges of tribal lands, natural resources or other tribal assets shall be approved by the eligible voters of the Tribe voting at a special election, and Provided, That development of natural resources shall be done in accordance with Article XI, Section 4 of this constitution:
- (o) to levy and collect taxes, duties, fees and assessments;
- (p) to appropriate and regulate the use of tribal funds;
- (q) to regulate the domestic relations of persons within the jurisdiction of the Tribe;
- (r) to enact ordinances governing law enforcement on lands within the jurisdiction of the Tribe;
- (s) to enact ordinances providing for the appointment of guardians for minors and mental incompetents;
- (t) to enact ordinances to provide for regulating the inheritance of real and personal property of members of the Tribe within the jurisdiction of the Tribe,
- (u) to enact ordinances providing for the removal or exclusion of any non-member of the Tribe whose presence may be injurious to the members of the Tribe, and to prescribe conditions upon which non-members may remain within the territory of the Tribe, Provided, That all actions of exclusion or removal shall be done by court proceeding;
- (v) to regulate its own procedures;
- (w) to appoint subordinate committees, commissions, boards, tribal officials and

employees not otherwise provided for in this constitution, and to prescribe their salaries, tenure, duties, policies and procedures:

- (x) to establish and to regulate subordinate organizations for economic and other purposes:
- (y) to issue and to regulate motor vehicle license plates:
- (z) to accept grants or donations from any person, organization, State or the United States:
- (aa) to enact laws, ordinances and resolutions necessary or incidental to the exercise of its legislative powers:
- (bb) to determine all terms and conditions of employment for all persons employed by the tribe through the adoption of appropriate ordinances:
- (cc) to appoint a Junior Tribal Council comprised of members of the Tribe age twenty-five (25) or younger designed to make advisory recommendations to the Tribal Council on matters affecting youth;
- (dd) to take any and all actions necessary and proper for the exercise of the foregoing powers and duties, including those powers and duties not enumerated above, and all other powers and duties now or hereafter delegated to the Tribal Council, or vested in the Tribal Council through its inherent sovereignty.

ARTICLE VI - THE JUDICIAL DEPARTMENT

Section 1. The Judicial Department. The judicial power of the Hualapai Tribe shall be vested in the judiciary which shall consist of a Tribal Court and a Court of Appeals and such other lower courts as deemed necessary by the Tribal Council.

Section 2. Jurisdiction of the Court. The tribal courts shall exercise jurisdiction over all cases and controversies within the jurisdiction of the Tribe, in law and equity, whether civil or criminal in nature, that arise under this document, the laws of and customs of the Tribe, by virtue of the Tribe's inherent sovereignty, or which is vested in the tribal courts by Federal law.

Section 3. Power of the Courts. The Hualapai Judiciary shall have the power to:

- (a) interpret, construe and apply the laws of, or applicable to, the Hualapai Tribe;
- (b) declare the laws of the Hualapai Tribe void if such laws are not in agreement with this constitution;
- (c) issue injunctions, attachments, writs of mandamus, quo warranto, review, certiorari and prohibition, and writs of habeas corpus to any part of the Hualapai Tribe upon petition by, or on behalf of, any person held in actual custody;
- (d) establish court procedures for the Hualapai judiciary, except that the Tribal Council may by ordinance alter such procedures consistent with this constitution.

Section 4. Composition of the Court. The Hualapai Tribal Court shall be composed of one Chief Judge and such Associate Judges as may be determined necessary by the Tribal Council.

Section 5. Appointment of Judges. The Chief Judge and Associate Judges shall be appointed by the Tribal Council. Should a vacancy occur through death, resignation, or otherwise, for the position of Chief Judge or Associate Judge(s), the Tribal Council shall appoint a person or persons to fill such vacancy or vacancies.

Section 6. Term of Office. Each Judge shall hold office for a period of two (2) years, unless sooner removed under section 11, or by reason of abandonment of the office; however, the Chief Judge or Associate Judge shall be eligible for reappointment.

Section 7. Court of Appeals. The Hualapai Tribal Court of Appeals shall consist of one or more Judges selected in sequential order from a list of available Court of Appeals Judges compiled by the Tribal Council. The list of Court of Appeals Judges shall be renewed every two (2) years and shall include at least three (3) names. The Court of Appeals shall always consist of an odd number of judges. No Judge shall sit on a Court of Appeals if he presided over the original proceedings or if disqualified under Article VI, Section 10.

Section 8. Qualifications of Judges. The qualifications for tribal Judges shall be established by ordinance enacted by the Tribal Council, but no additional requirements may be added during the tenure of a Judge already in office, unless the additions or changes exempt the present Judges during their term.

Section 9. Compensation. The Judge(s) shall receive for their services reasonable

compensation. The Tribal Council shall not diminish the compensation of a Tribal Judge during his term in office.

Section 10. Disqualification to Act. No Judge shall be qualified to act in any case wherein he has any direct interest or wherein any relatives by marriage or blood in the first degree are a party.

Section 11. Removal of Judges.

- (a) Any Judge of the Tribal Court may be suspended, dismissed, or removed by the Tribal Council for any of the following reasons:
1. conviction of a felony in any Tribal, Federal or State Court;
 2. conviction of any two misdemeanors in any Tribal, Federal or State Court;
 3. performing his official duties while under the influence of alcoholic beverages;
 4. conviction, in any Tribal, Federal or State Court, of driving under the influence of alcohol, or the equivalent crime;
 5. failure to disqualify himself under Article VI, Section 10;
 6. unnecessary and repeated lengthy delays in hearing and adjudicating matters filed in the Tribal Court;
 7. violating Article VIII, Section 13, of this constitution;
 8. for good cause by at least seven (7) members of the Tribal Council;
- (b) A Judge shall be given full and fair opportunity to reply to any and all charges for which he may be suspended, dismissed or removed from judicial office;
- (c) A Judge suspended, dismissed or removed under Article VI, Section 11(a) (1-7) may appeal directly to the Tribal Court of Appeals which shall have jurisdiction over such matters. Removal of a Judge under Article VI, Section 11 (a) (8), shall be determined solely by the Tribal Council.

Section 12. Right to Appeal. Any party to a civil action, or a defendant in a criminal action, who is dissatisfied with the judgment or verdict may appeal therefrom to the

Tribal Court of Appeals. All matters of law and procedure may be decided by the Court of Appeals. Findings of fact shall be made by the Trial Court and shall be reviewable only when arbitrary or capricious.

Section 13. Rights of Defendants. The Hualapai Tribe, in exercising its powers of self-government, shall not:

- (a) subject any person for the same offense to be twice put in jeopardy;
- (b) compel any person in any criminal case to be a witness against himself;
- (c) deny to any person in a criminal proceeding the right to a speedy trial, to be informed of the nature and cause of the accusation, to be confronted with the witnesses against him, to have compulsory process for obtaining witnesses in his favor, and to have the assistance of an advocate for his defense admitted to practice before the Tribal Courts;
- (d) require excessive bail, impose excessive fines, or inflict cruel and unusual punishments;
- (e) pass any bill of attainder or ex post facto law; or (f) deny to any person accused of an offense punishable by imprisonment the right, upon request, to a tribal jury of not less than six persons.

Section 14. Court Rules. The duties and procedures of the tribal court system, and all other court matters not enumerated in this article of the constitution, shall be established by the Hualapai Judiciary, except that the Tribal Council may by ordinance alter such procedures consistent with this constitution.

ARTICLE VII - THE TRIBAL ADMINISTRATION

Section 1. Executives. The tribal administration shall consist of the Chairperson, Vice Chairperson, Secretary and Treasurer of the Tribal Council and such other persons as the Tribal Council or their designee may find necessary for conducting tribal business. The Chairperson shall be in charge of the tribal administration in accordance with Section 2 of this article.

Section 2. Duties. The tribal administration shall oversee the administration of tribal business and shall exercise those authorities delegated to it by the Tribal Council.

ARTICLE VIII - ELECTIONS

Section 1. General Elections. General elections to vote for council members shall be held in even numbered years on the first Saturday in June beginning in 1992. The voting place shall be at Peach Springs, Arizona. General elections before 1992 shall be held in accordance with the Amended Constitution and Bylaws of the Hualapai Tribe effective October 22, 1955.

Section 2. Special Elections. Special elections shall be held when called for by the Tribal Council, by this constitution, or by the voters as provided in this constitution or appropriate ordinances. In all special elections, adequate notice shall be given to the voters and the Tribal Council shall specify the voting places.

Section 3. Election Board. At least one-hundred-twenty (120) days before each general election, or no less than ten (10) days before calling a special election, the Tribal Council shall appoint an Election Board. All members of the Election Board must be members and eligible voters of the Hualapai Tribe. The duties, procedures, structure and compensation of the Election Board shall be included in the election ordinance.

Section 4. Nominations. Any tribal member may submit his name to the Election Board as a candidate for tribal office in accordance with this article and the procedures outlined in the election ordinance.

Section 5. Qualifications for Office.

- (a) Any member of the Hualapai Tribe shall be eligible to run for tribal office if he:
 - (1) is at least twenty-five (25) years of age, and
 - (2) is a resident of the reservation for at least one (1) year, and
 - (3) has never been convicted of a felony or been convicted of three (3) misdemeanors within the last twelve (12) months, whether by Tribal, Federal, or State Court.
- (b) For purposes of this section, all reservation trust lands, and all trust allotments held for the Tribe or its members, shall be considered part of the reservation.
- (c) Persons attending school full time or in the military shall be considered residents for purposes of this section.

Section 6. Voting Age. All tribal members who are eighteen (18) years of age or older on the date of any tribal election shall be entitled to vote in the election.

Section 7. Ballots. All elections shall be by secret written ballot.

Section 8. Absentee Voting. Absentee voting may be permitted by ordinance adopted by the Tribal Council.

Section 9. Selection of Chairperson and Vice Chairperson. The selection of Chairperson and Vice Chairperson shall be by popular vote in accordance with the applicable provisions of the election ordinance and Section 10 of this article.

Section 10. Primary Elections. In any general election where three (3) or more candidates are seeking the position of Chairperson, or the position of Vice Chairperson, there shall be a primary election held at least thirty (30) days before the general election. A person may not run for both positions of Chairperson and Vice Chairperson in the primary election. A primary election shall not be held for other council member positions but shall be limited to the positions of Chairperson and Vice Chairperson. The primary election shall narrow the list of candidates for Chairperson and Vice Chairperson down to two (2) candidates who shall run off in the general election. A primary which results in a tie between two (2) or more candidates shall be decided in the general election. Candidates eliminated during the primary election may still seek the position of council member in the general election. Candidates successful in the primary election may not run for the position of council member in the general election.

Section 11. Election Results. The candidates receiving the highest number of votes for the available positions shall be declared the winners for those positions. The Election Board shall certify all election results within three (3) days of the date of the election.

Section 12. Tie Votes. In the case of a tie vote between two or more candidates, a special runoff election shall be held after five (5) days but no more than forty-five (45) days after the election results are certified by the Election Board. All eligible voters shall be permitted to vote in any runoff election.

Section 13. Challenges to the Election Results. Any tribal member may challenge election results by filing a suit in Tribal Court within ten (10) days after the Election Board certifies the election results. The Tribal Court shall hear and decide election cases within thirty (30) days after the Election Board certifies the results, except where the party challenging the Election Board's decision requests additional time which may

be granted at the discretion of the Tribal Court, Provided. That only one extension of time may be granted. If the Tribal Court invalidates the election results, the Court shall order that a new election be held as soon as possible.

Section 14. Oath of Office. The oath of office for newly elected Tribal Council members shall be administered no later than sixty (60) days after the election results are certified. In the first election in 1992, the oath of office shall be administered immediately after the election results are certified.

Section 15. Election Ordinance. In all tribal elections, the Tribal Council shall have the power to prescribe ordinances governing the casting and canvassing of ballots, and other necessary details of election procedures.

ARTICLE IX - BILL OF RIGHTS

The Hualapai Tribe, in exercising its powers of self-government shall not:

- (a) make or enforce any law prohibiting the free exercise of religion, or abridging the freedom of speech, or of the press, or the right of the people peaceably to assemble and to petition for redress of grievances;
- (b) violate the right of the people to be secure in their persons, houses, papers, and effects against unreasonable search and seizures, nor issue warrants, but upon probable cause, supported by oath or affirmation, and particularly describing the place to be searched and person or thing to be seized;
- (c) take any private property for a public use without just compensation; or
- (d) deny to any person within its jurisdiction the equal protection of its laws or deprive any person of liberty or property without due process of law.

ARTICLE X - DUTIES OF THE OFFICERS

The duties of the Chairperson, Vice Chairperson, Secretary and Treasurer shall be established by ordinance enacted by the Tribal Council.

ARTICLE XI - LAND

Section 1. No Allotments. All lands within the jurisdiction of the Tribe shall remain

tribal property and shall not be divided by allotment in any way whatsoever to individuals, groups of individuals, or any other entity.

Section 2. Assignments. Assignment of land for private use may be made by the Tribal Council in conformity with ordinances which may be adopted on this subject. Provided, That assignments once granted shall not be revoked absent good cause. Title to the assigned lands shall not vest in the assignee.

Section 3. Land Use Ordinance. A comprehensive land use ordinance shall be adopted as soon as possible after the adoption of this constitution. The ordinance shall include sections on timber management and fuel wood cutting, zoning, wildlife management, cattle management, and other natural resources management.

Section 4. Limited Power to Develop Natural Resources. The Tribal Council shall not develop on a commercial or industrial basis any natural resources of the Tribe without the consent of the majority of the total number of eligible voters of the Tribe. Small scale development of natural resources involving less than \$50,000.00 may be approved by the Tribal Council without the approval of the voters so long as the intent of this provision is not violated. Any tribal member may enforce this section in Tribal Court which shall have jurisdiction over these matters.

ARTICLE XII - MEETINGS OF THE TRIBE

The Tribal Council may from time to time call general meetings of all voters of the Tribe to identify and discuss important tribal matters. A minimum of two general meetings shall be held each year.

ARTICLE XIII - REFERENDUM AND INITIATIVE

Upon petition of at least twenty-five (25) percent of the eligible voters of the Tribe, or upon the request of the majority of the members of the Tribal Council, any enacted or proposed ordinance, resolution or other official action of the Tribal Council shall be submitted by the Tribal Council to popular initiative or referendum and the vote of the majority of the qualified voters in such initiative or referendum shall decide whether the ordinance, resolution or other official action shall thereafter be in effect. Provided, That twenty-five (25) percent or more of the eligible voters shall vote in such initiative or referendum. Official petition forms shall be issued by the Tribal Secretary and shall be circulated and completed within one-hundred-twenty (120) days of the date of issuance. The Secretary shall notify the petitioners of the number of required signatures for a valid petition. The Tribal Council must act within thirty (30)

days of the receipt of a valid petition and must schedule an election on the proposed petition within ninety (90) days thereafter.

ARTICLE XIV - ORDINANCES AND RESOLUTIONS

Section 1. Ordinances. All final decisions on matters of permanent interest shall be embodied in ordinances. Such enactments shall be available for inspection by members of the Tribe during normal business hours.

Section 2. Resolutions. All final decisions on matters of temporary interest where a formal expression is needed shall be embodied in a resolution, noted in the minutes, and shall be available for inspection by members of the Tribe during normal business hours.

Section 3. Form. All ordinances and resolutions shall be dated and numbered and shall include a certificate showing the presence of a quorum and the number of members voting for and against the proposed enactment.

Section 4. Review. The Tribal Council shall submit Tribal laws and enactments to the Secretary of the Interior for his review, comment and approval only when required to do so by federal law.

ARTICLE XV - AMENDMENTS

This Constitution may be amended by a majority vote of the qualified voters of the Tribe voting at an election called for that purpose by the Secretary of the Interior, Provided, That at least thirty (30) percent of those entitled to vote shall vote in such election; but no amendment shall become effective until approved by the Secretary of the Interior or until deemed approved by the Secretary by operation of law. It shall be the duty of the Secretary of the Interior to call and hold an election on any proposed amendment at the request of the Tribal Council, or upon presentation of a petition signed by thirty (30) percent of the qualified voters of the Tribe.

ARTICLE XVI - SOVEREIGN IMMUNITY

Section 1. Tribe and Employees Immune from Suit.

- (a) The Hualapai Tribe hereby declares that, in exercising self-determination and sovereignty to its fullest extent, the Tribe is immune from suit except to the extent that the Tribal Council expressly waives sovereign immunity, or as provided by this constitution. No tribal employee or Tribal Council member

acting within the scope of his duties or authority is subject to suit.

Section 2. Waivers of Sovereign Immunity.

- (b) Express waivers of sovereign immunity shall require the approval of at least thirty (30) percent of the total number of eligible voters of the Tribe voting in a special election if the waiver may:
 - (1) expose the Tribe to liability in excess of \$250,000 dollars, or its equivalent, or
 - (2) expose more than one-hundred (100) acres of land to possible foreclosure or encumbrance.

ARTICLE XVII - SAVINGS CLAUSE

All enactments of the Tribe adopted before the effective date of this constitution shall continue in effect to the extent that they are consistent with this constitution.

ARTICLE XVIII - SEVERABILITY

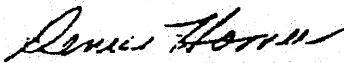
If any provision of this constitution shall in the future be declared invalid by a court of competent jurisdiction, the invalid provision or provisions shall be severed and the remaining provisions shall continue in full force and effect.

ARTICLE XIX - ADOPTION OF CONSTITUTION

This constitution, when adopted by a majority vote of the registered voters of the Hualapai Indian Tribe of the Hualapai Indian Reservation, Arizona, voting at a special election authorized by the Secretary of the Interior in which at least thirty (30) percent of those registered in accordance with Secretarial regulations to vote shall vote, shall be submitted to the Secretary of the Interior for his approval and, if approved by the Secretary of the Interior or by operation of law, shall be effective from the date of such approval.

CERTIFICATE OF APPROVAL

I, DENISE HOMER, Director, Office of Tribal Services, by virtue of the authority granted to the Secretary of the Interior by the Act of June 18, 1934 (48 Stat. 984), as amended, and delegated to me by 230 D.M. 2.4, do hereby approve the Constitution of the Hualapai Indian Tribe of the Hualapai Indian Reservation, Arizona, PROVIDED, That nothing contained in this approval shall be construed as authorizing any action under this constitution that would be contrary to Federal law.


Director, Office of Tribal Services

Washington, D.C.

Date: MAR 13 1991

CERTIFICATE OF RESULTS OF ELECTION

Pursuant to an order issued by Ronal Eden, Deputy to the Assistant Secretary - Indian Affairs (Tribal Services), on November 20, 1990, the Constitution of the Hualapai Indian Tribe of the Hualapai Indian Reservation, Arizona, was submitted to the qualified voters of the Hualapai Indian Tribe, and on February 14, 1991 (date), was duly adopted/rejected by a vote of 141 (number) for, and 33 (number) against, and -0- (number) cast ballots found separated or mutilated, in an election in which at least thirty (30) percent of the 236 (number) entitled to vote cast their ballots in accordance with Section 16 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984), as amended.

Samuel Keller
Chairman, Election Board

Louise Benson
Election Board Member

Marcell G. Hancock
Election Board Member

Washington, D. C.

Date:

Christina Lee
Election Board Member

**HWAL'BAY BA:J ENTERPRISES, INC.
DBA GRAND CANYON RESORT CORPORATION**

SECOND AMENDED AND RESTATED PLAN OF OPERATION

ARTICLE I

NAME AND LOCATION

The official name of the corporation is "Hwal'bay Ba:j Enterprises, Inc. dba Grand Canyon Resort Corporation." The principal place of business and the office of GCRC is at the Hualapai Indian Reservation, and the initial address is P.O. Box 359, Peach Springs, Arizona 86434-0359. GCRC may also have offices at such other places as the Board of Directors (the "Board") may from time to time direct or as the operation of GCRC shall require.

ARTICLE II

PURPOSE

GCRC is organized for the purpose of conducting all lawful affairs for which corporations may be organized. The character of the business which GCRC initially intends to conduct within and without the Hualapai Indian Reservation is for the purpose of creating economic development opportunities for the Hualapai Indian Tribe by:

- A. Maintaining and expanding existing tribal businesses;
- B. Establishing new businesses in Peach Springs and elsewhere on the Reservation;
- C. Improving the employment opportunities for Hualapai tribal members;
- D. Attracting "clean" off-reservation businesses and industries to locate on the Reservation; and
- E. Establishing opportunities for educating tribal members in the field of business.

ARTICLE III

SHAREHOLDER

3.1 Ownership. The sole shareholder of GCRC shall be the Hualapai Indian Tribe. Its interests in GCRC may not be sold, transferred, pledged or hypothecated, either voluntarily or involuntarily.

3.2 Voting. The sole right and authority to represent the shareholder is vested in the Hualapai Tribal Council. Tribal Council quorum requirements shall apply to voting as shareholder of GCRC.

3.3 Annual Meeting. A separate annual meeting of GCRC, commencing with the year 1997, shall be held on the second Tuesday in January in the Tribal Council Chambers or at such other place, or such other date, and at such time as shall be provided in the written notice of such meeting, for the purpose of appointing directors and for the transaction of any other business as may properly come before such meeting.

3.4 Special Meetings. Special meetings of the Tribal Council acting as shareholder of GCRC may be called at any time by the Tribal Council.

3.5 Notice. Written notice of every meeting of the Tribal Council acting as shareholder and specifying the date, place, hour, and indicating briefly the purposes thereof, shall be posted and open to all members of the Hualapai Indian Tribe in the same manner and to the same extent applicable to other meetings of the Tribal Council.

ARTICLE IV

CAPITALIZATION

4.1 Initial Capitalization. The initial capital of GCRC consisted of funds and other assets as prescribed by the Tribal Council and as reflected on the balance sheet. Any assets hereafter acquired by GCRC from whatever source will be taken on the accounts of GCRC.

4.2 Subsequent Tribal Contributions. Investments of Tribal funds in GCRC subsequent to the initial capitalization may be made either on a loan basis, with a repayment schedule and bear interest, or as an additional capital investment in GCRC. If any additional capital investments are made in GCRC, provisions will be made in the annual Tribal budget. Any loans made by the Tribe to GCRC will be from Tribal funds authorized for credit purposes in the Tribe's approved budget.

ARTICLE V

BOARD OF DIRECTORS

5.1 Composition and Term. The affairs of GCRC shall be conducted by a Board of Directors who shall be appointed by the Tribal Council. The number of directors of GCRC shall be no less than three (3) nor more than five (5) members. Board members shall serve five (5) year staggered terms.

5.2 Initial Board. The membership and terms of the initial Board of Directors of GCRC, until such time as their successors are duly appointed are:

<u>Name</u>	<u>Address</u>	<u>End of Term</u>
Martin Whatsoniame	P.O. Box 403 Peach Springs, AZ 86434	January 1997
Damon Clarke	P.O. Box 419	January 1998

	Peach Springs, AZ 86434	
Everett Manakaja, Jr.	P.O. Box 132 Peach Springs, AZ 86434	January 1999
Sylvia Querta	P.O. Box 357 Peach Springs, AZ 86434	January 2000
Victor Goldstein	P.O. Box 171 Peach Springs, AZ 86434	January 2001

5.3 Annual Meeting. The annual meeting of the Board shall be held as soon as practical following adjournment of the annual meeting of the shareholder. The Board shall meet for the purpose of electing officers of GCRC and for the transaction of any other business which may properly be brought before the meeting. Such election of officers shall be by ballot, and the affirmative vote of a majority of the Directors then in office shall be required for a choice. Whenever a vacancy occurs in any office, it shall be filled in like manner at any meeting of the Board.

5.4 Regular Meetings. Regular meetings of the Board ("Regular Meetings") will be held at least monthly upon notice provided not less than twenty-four (24) hours in advance of a Regular Meeting held at GCRC's offices in Peach Springs, Arizona or ten (10) days in advance of a Regular Meeting held at any other location. Such notice shall state the date, time and place of the Regular Meeting.

5.5 Special Meetings. Special meetings of the Board ("Special Meetings") may be held upon notice given by the Chairman of the Board, Secretary, or by any four members of the Board not less than twenty-four (24) hours in advance of a Special Meeting held at GCRC's offices in Peach Springs, Arizona or ten (10) days in advance of a Special Meeting held at any other location. Such notice shall state the date, time and place of the Special Meeting.

5.6 Emergency Meetings. Emergency meetings of the Board ("Emergency Meetings" and collectively with Regular Meetings and Special Meetings, "Board meeting(s)" or "meeting(s) of the Board") may be held upon notice given by the Secretary of GCRC at the direction of the Chairman of the Board or upon a request of any four members of the Board not less than twenty-four (24) hours in advance of an Emergency Meeting by delivering notice in person, by email or by facsimile. The Secretary of GCRC shall, in addition to providing written notice, also be required to both telephone and email each of the Chairman of the Hualapai Tribal Council and the Council business Liaison at his or her phone number and email address on the records of GCRC (or, in the case of telephoning, may leave a message at said number), and upon doing so, it shall be deemed that the Chairman of the Hualapai Tribal Council and the Council Business Liaison was given notice of the Emergency Meeting. Notice of an Emergency Meeting may not be given by U.S. mail. Notice of an Emergency Meeting shall state the date, time and place of the meeting.

5.7 Minutes. Minutes of each Board meeting will be kept by GCRC, approved not later than the next regular meeting after such meeting, and made available to the Tribal Council, upon request from the Tribal Council.

5.8 Reimbursement. Subject to any limitations imposed by the Tribal Council, Board members will receive compensation for attending Board meetings and will be reimbursed for all proper expenses incurred in attending Board meetings and conducting the business of GCRC. Board members will not be paid any compensation as an officer, employee, consultant or other contractor of GCRC.

5.9 [RESERVED.]

5.10 Notice. Written notice of every meeting, pursuant to Sections 5.4, 5.5, or 5.6, of the Board and specifying the date, place, hour, and indicating briefly the purposes thereof, shall be delivered to each member of the Board, the Chairman of the Hualapai Tribal Council and the Council Business Liaison in person or via U.S. mail, electronic mail or facsimile addressed to him or her at his or her latest address, email address or facsimile number appearing on GCRC's records prior to any meeting of the Board. Notice to any director of any Board meeting will be deemed received when (i) if by U.S. mail (if permitted), on the same day on which it was deposited in the U.S. mail; (ii) if personally delivered, upon delivery to the address appearing on GCRC's records; (iii) if by electronic mail, instantly; or (iv) if by facsimile, when electronic confirmation of successful transmission is received. All notices, whether delivered by U.S. mail, personally, electronic mail, or facsimile must be delivered sufficiently in advance of the Board meeting so as to comply with any notice period requirements set forth in this Plan of Operation or the Bylaws of GCRC.

5.11 Waiver of Notice. Any director may waive notice of any meeting (and any adjournment thereof) at any time before, during, or after the meeting is held. Attendance of a director, the Chairman of the Hualapai Tribal Council or the Council Business Liaison at any meeting will automatically evidence his or her waiver of notice of such Board meeting (and any adjournment thereof) unless he or she is attending the Board meeting for the express purpose of objecting to the transaction of business because the Board meeting has not been properly noticed. Any Board meeting, once properly noticed (or as to which notice had been waived as aforesaid) and at which a quorum is formed, may be adjourned to another time and place by a majority of those directors in attendance.

5.12 Participation in Meeting. Unless this Plan of Operation or the Bylaws of GCRC provide otherwise, any or all directors, the Chairman of the Hualapai Tribal Council and the Council Business Liaison may participate in a Board meeting by, or conduct the Board meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the Board meeting. A director or other person participating by this means is deemed to be present in person at the Board meeting.

5.13 Quorum. A majority of the Directors then in office will constitute a quorum for the transaction of any business. The act of the majority of the voting members voting at a Board meeting at which a quorum is present will be the act of the Board.

5.14 Removal. Any Director may be removed by the Tribal Council.

5.15 Resignations and Vacancies. Any Director may resign at any time by giving written notice to the Secretary and to the Tribal Council. Resignations will become effective at the time

specified therein. The acceptance of such resignation shall not be necessary to make it effective. Any vacancy on the Board because of death, resignation, removal or other cause will be filled for the unexpired portion of the term by the Tribal Council.

5.16 Powers. The Board shall do everything necessary, proper, advisable, or convenient to accomplish the purposes herein above set forth, and to do all things incidental thereto or connected therewith, which are not forbidden by the federal law, tribal law, or this Plan of Operation or the Bylaws. It is intended that control and operation of this Corporation will be vested in the Board of Directors (subject to the limitations set forth in this Plan of Operation and the Bylaws), including without limitation:

- A. Authority and responsibility for management, development, and operation of the real and personal property together with all buildings and improvements related to the business of GCRC.
- B. Authority to direct the operations of GCRC so as to provide a fair and reasonable return to the Tribe, as the sole shareholder, to promote employment and training to the members and to exercise the powers set forth in this Plan of Operation without previous authorization or subsequent approval of the Tribe as the sole shareholder, except as provided in this Plan of Operation or the Bylaws. All parties dealing with the Board will have the right to rely upon any action taken by the Board.
- C. Responsibility for the custody, management, operation, inventory and maintenance of all facilities, buildings, businesses, operations and all other activities concerning the management of this Corporation; and for the taking of any and all usual, necessary, and convenient actions incidental thereto including, should it be deemed advisable or desirable, the borrowing of funds, and the making of contracts or commitments necessary to the functioning of this Corporation.
- D. Responsibility for making investment decisions; for the establishment and maintenance of effective operating policies; for the selection of management personnel; and for continuous supervision of the performance of GCRC.

Each director will at all times act in good faith and in the best interest of the sole shareholder, the Tribe. The Board will not incur contractual obligations unless the Board first determines that GCRC has the ability to make payments when due.

5.17 Reports. The Chairman of the Board and the President (or Chief Executive Officer) of GCRC will make a formal report to the Tribal Council monthly (and otherwise as requested from time to time by the Tribal Council), either in person or in writing. Such reports will include a summary of the status of compliance with the budget which the Tribal Council has approved.

5.18 Tribal Council Ratification. The Board may (and, if so required by this Plan of Operation or the Bylaws, must) submit any contract or act for approval, ratification or acknowledgment at any meeting of the Tribal Council.

ARTICLE VI

OFFICERS

6.1 Composition. The officers of GCRC shall be a President, Vice-President, Secretary, and Treasurer. The Board may also elect, appoint, or hire other officers (who need not be members of the Board) as the Board finds necessary. The Tribal Council will adopt such Bylaws as it deems necessary or appropriate with respect to the governance or business of GCRC. The Board will adopt such additional rules as it may determine necessary for the orderly conduct of its business. All officers of GCRC shall exercise such powers and perform such duties as shall from time to time be determined by the Board. A person cannot hold more than one office at a time.

6.2 Elections. The Board at its annual meeting shall choose the President, Vice-President, Secretary and Treasurer of GCRC and such other officers as it deems appropriate. Each officer of GCRC shall hold office until his or her successor is chosen and shall qualify. Any officer elected or appointed by the Board may be removed, with or without cause, and with or without notice, at any time by the affirmative vote of a majority of the directors then in office. Any vacancy in the office of GCRC may be filled for the unexpired portion of the term by the Board.

6.3 Compensation. The salaries of all officers of GCRC shall be fixed from time to time by the Board.

ARTICLE VII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Subject to the provisions of this Article, GCRC shall indemnify any and all, of its directors, officers, former directors and former officers, for, from and against all expenses incurred by them, and each of them (including but not limited to legal fees, judgments and penalties which may, be incurred, rendered or levied in any legal matter brought against any of them) for or on account of any action or omission alleged to have been committed while acting within the scope of employment as director or officer of GCRC. Whenever any such person has grounds to believe that he or she may incur any such aforementioned expenses, he or she shall promptly make a full written report of the matter to the President and to the Secretary of GCRC. Thereupon, the Board shall, within a reasonable time, determine in good faith whether such person acted, failed to act, willfully, with gross negligence or with fraudulent or criminal intent in regard to the matter involved and as to which indemnification is sought. If the Board determines in good faith that such person did not act, fail to act, or refuse to act, willfully, or with gross negligence, or with fraudulent or criminal intent in regard to the matter involved in the action or contemplated action, indemnification shall be mandatory and shall be automatically extended as specified herein; provided, however, that GCRC shall have the right to refuse indemnification, wholly or partially, in any instance in which the person to whom indemnification would otherwise have been applicable shall have unreasonably refused to permit GCRC, at its own expense and through counsel of its own choosing, to defend him or her in the action or shall have unreasonably refused to cooperate in the defense of such action.

ARTICLE VIII

FISCAL YEAR

The fiscal year of GCRC shall end on December 31.

ARTICLE IX

ACCOUNTING

9.1 Accounting System. GCRC shall establish and use a modern accounting system in conformity with generally accepted accounting principles applied on a consistent basis.

9.2 Monthly Reports. The Board shall, no less frequently than on a monthly basis, report in writing to the Tribal Council on the financial and operating condition of GCRC.

9.3 Audited Financial Statements. GCRC shall, within 90 days following the close of GCRC's fiscal year, submit to the Tribal Council audited financial statements showing the status of GCRC as of the last day of GCRC's fiscal year.

ARTICLE X

REORGANIZATION, MERGER

GCRC may merge, consolidate, reorganize, recapitalize, including, without limitation, reorganizing as a tribal enterprise or incorporating under federal law, pursuant to 25 U.S.C. § 477, to the extent necessary to maintain its status as an entity exempt from federal income tax.

ARTICLE XI

SOVEREIGN IMMUNITY; WAIVER

11.1 Sovereign Immunity. GCRC shall be entitled to all the privileges and immunities of the Hualapai Indian Tribe. GCRC and its directors, officers, employees, and agents while acting in the official capacities are immune from suit. The assets and other property of GCRC are exempt from any levy or execution except as provided in this Article.

11.2 Waiver of Sovereign Immunity. Without the prior written consent of the Tribal Council, GCRC shall not waive immunity from suit or other process (or any other immunity) of GCRC, the directors, officers, employees, or agents, in connection with any agreement, transaction or other matter whatsoever.

11.3 Resolution. Any waiver of sovereign immunity of GCRC authorized by this Article shall be in the form of a resolution duly adopted by the Board, which resolution shall require the approval of the Tribal Council. The resolution shall identify (a) the party for whose benefit the waiver is granted, (b) the agreement, transaction or other matter to which the waiver pertains, (c) the claim or type of claim for which the waiver is granted, (d) the property of GCRC which may be subject to execution to satisfy any judgment that may be entered in connection with such a

claim, and the court, arbitration panel or other tribunal in which the suit or other proceeding against GCRC may be brought.

11.4 Limited Waiver. Any waiver of sovereign immunity (which waiver must be authorized by this Article) shall be limited to the assets and/or income of GCRC and the acts or omissions of GCRC, its directors, officers, employees, and agents shall not create any liability, obligation, or indebtedness, either of the Hualapai Indian Tribe, or payable out of assets, revenues, or be income of the Hualapai Indian Tribe.

11.5 Effect on Tribe. Any waiver of immunity by GCRC shall not be construed to waive any immunity of the Hualapai Indian Tribe or other instrumentality of the Hualapai Indian Tribe.

ARTICLE XII

AMENDMENTS TO PLAN OF OPERATION

This Plan of Operation may be amended from time to time by the Tribal Council. The Board may from time to time recommend amendments to this Plan of Operation for consideration of the Tribal Council.

ARTICLE XIII

LIMITATIONS ON CORPORATE POWERS

GCRC shall have no power:

- A. To expressly or by implication enter into any agreement of any kind on behalf of (or otherwise obligate) the Hualapai Indian Tribe or any other instrumentality of the Tribe.
- B. To pledge the credit of the Hualapai Indian Tribe or any other instrumentality of the Tribe.
- C. To dispose of, pledge or otherwise encumber real or personal property of the Hualapai Indian Tribe, except as explicitly authorized in lease or other agreements between GCRC and the Hualapai Indian Tribe or any other instrumentality of the Tribe.
- D. To waive any right, privilege or immunity of, or release any obligation owed to, the Hualapai Indian Tribe or any other instrumentality of the Tribe.
- E. To sell or otherwise dispose of all or substantially all of GCRC's assets, except in the usual and regular course of its business, without the prior written consent of the Tribal Council. Prior to any proposed sale or disposition requiring the Tribal Council's consent, GCRC shall give notice to the Tribal Council. The Tribal Council's consent to any proposed sale or disposition shall be in the form of a resolution of the Tribal Council, duly adopted in accordance with applicable tribal law.

EXECUTION AND CERTIFICATION

The undersigned Secretary of the Hualapai Tribal Council certifies that the foregoing Second Amended and Restated Plan or Operation of Hwal'bay Baj Enterprises, Inc. dba Grand Canyon Resort Corporation, was duly adopted by the Hualapai Tribal Council pursuant to Resolution No. _____ of the Hualapai Tribal Council, adopted on _____, 200__.

By: _____
Title: _____
Date: _____

THE HUALAPAI TRIBAL COURT
HUALAPAI RESERVATION, STATE OF ARIZONA

MIN ZHANG,

Petitioner

Case No.: 2018-CV-027

VS.

CIVIL SUMMONS

CORPORATION GRAND CANYON
RESORT,

Respondent

& NOTICE OF HEARING

TO: CORPORATION GRAND CANYON RESORT: PO BOX 359,, PEACH
SPRINGS AZ 86434

YOU ARE HEREBY NOTIFIED: that a Petition for CLAIM has been filed against you in the
Hualapai Tribal Court.

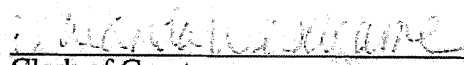
YOU ARE INSTRUCTED TO FILE A FORMAL WRITTEN ANSWER: to the complaint
within thirty (30) days upon receipt of this summons and attached complaint.

After the 30 days, the court shall set a date for an Initial Hearing in this cause of action.

Furthermore, you are notified of the date and time you are required to appear before the Hualapai
Tribal Court. **July 16, 2018 at 10:00 AM**

IF YOU FAIL TO APPEAR at the time and date set for the Hearing, a Judgment by Default can
be entered and the Petitioner shall be awarded the relief asked for in the complaint.

Dated this 8th day of June, 2018,A.D.


Clerk of Court

I certify I receive the above summons and notice of hearing with complaint on this _____ day of _____,
20____ and served the name Respondent on this _____ day of _____, 20____ at the time of:
_____ a.m./p.m.

Signature of Respondent

Hualapai Tribal Court Processor/Court Clerk

1st attempt _____
2nd attempt _____
3rd attempt _____

**If you seek the services of the Public Defender to represent you, or any other listed Advocate, authorized to practice
in our courts, please provide them your copy of your Civil Petition that is attached to this notice.*

EXHIBIT C

In the Hualapai Tribal Court
Hualapai Reservation, State of Arizona

HUALAPAI TRIBAL
COURT
9:40
2018 MAY 30 AM 8-00

FILED *

Min Zhang

Plaintiff

No. 2018-CV-027

VS.

(Nature of Claim)

Grand Canyon Resort Corporation

Defendant

STATEMENT OF CLAIM

COMPLAINT

Trial by Tribal Court Requested

Comes now the Plaintiff, Min Zhang, and files this, her Complaint against the Defendant, Grand Canyon Resort Corporation ("Grand Canyon Resort Corp"), and in support thereof would respectfully show unto the Court the following facts to-wit:

PARTIES

1. Plaintiff, Min Zhang, is an adult resident citizen of San Bernardino County, California
2. Defendant, Grand Canyon Resort Corp, is a business corporation believed to be organized and existing under the laws of the Hualapai Reservation, State of Arizona and licensed to do business in the State of Arizona. Process may be served in this cause on the Defendant by serving it personally or via certified mail at its principle place of business located at 5001 Diamond Bar Road Peach Spring, Arizona 86434

JURISTITION AND VENUE

3. This court holds actual jurisdiction under over all cases and controversies within the jurisdiction of the Tribe by virtue of the Tribe's inherent sovereignty or which may be vested in tribal courts by federal law.
4. Under the Constitution of the Hualapai Indian Tribe of the Hualapai Indian Reservation Arizona, the jurisdiction of the Hualapai Tribe shall extend to all lands within the boundaries of the Hualapai Indian Reservation as established by Executive Orders of

January 4, 1883 and June 2, 1911, and Public Law 93-560, December 30, 1974 and to any and all lands held by the tribe, trust allotments located outside the reservation boundaries to the extent permitted by Federal law, and to any additional lands acquired by the Tribe or by the United States for the benefit of the Tribe.

5. Ninth Circuit United State Court of Appeals has jurisdiction over disputes between a resident of California and business operates in tribal land at the State of Arizona.

FACTS

6. On January 22, 2017 the Plaintiff booked a tour online to Grand Canyon South with Grand Canyon Resort Corp. The weather conditions at the canyon were bad that morning (worst weather in 10 years according to television news broadcast). Grand Canyon South operation was closed due to road conditions. Authorities declared a state of emergency due to weather conditions the following day. Grand Canyon Resort Corporate kept the Grand Canyon West tour open and offered to change visitors from the Grand Canyon South tour to the Grand Canyon West tour with the option to visit the Skywalk. The Plaintiff and her friend Yan Liang opted to do so. Due to the falling temperature and strong wind, by the time the Plaintiff and her friend Yan Liang arrived at the Skywalk light rain had started to freeze and turn into snow, making the bridge a safety hazard.
7. Upon arrival at Grand Canyon West Skywalk, Plaintiff was led to an icy glass bridge (Skywalk owned and operated by Defendant) with no warning sign displayed, nor any verbal warning from the staff of the dangerous condition of the bridge. The bridge was not maintained free of safety hazard due to the negligent operation of the staff at Grand Canyon Resort Corporation. By the Defendant's policy, the Plaintiff was not permitted to take her own photographic device onto the bridge. All photos were to be taken by a staff photographer located on the bridge. Thus the Plaintiff's ability to document the accident was hindered. Plaintiff engaged the photographer and was directed by the photographer to walk to the middle of the bridge where bridge surface was covered in ice. Plaintiff fell backwards upon stepping onto the icy surface. The middle of the bridge was extremely slippery with newly frozen ice on glass which provided no traction for Plaintiff to maintain her balance despite wearing flat walking boots designed for snow (see photos taken before and after the slip and fall incident. The photos of Plaintiff and her friend Yan Liang documented the surface condition of the bridge at the time of slip and fall. The photos are online at: They were sent to Plaintiff on January 22, 2017 at 2:20 pm via email per photogra.com which hosted the photo taken by the staff photographer at Skywalk with Skywalk logo.) Plaintiff lay on the bridge and attempted to rise several times but was unable to do so due to the slippery condition of the bridge. The photographer had to drag the Plaintiff by the coat to a mat on which he was standing and it was only there the Plaintiff was able to stand. The photographer witnessed the incident and the impact of her fall. The photographer examined the Plaintiff's head, clearing the hair with his hand to

examine the scalp and asked how she felt. The photographer proceeded to take pictures of the Plaintiff and her friend Yan Liang to document their visit to the bridge. As evident in the photos, the Plaintiff and her friend Yan Liang posed for the photographer joking about the slip and fall. The photos also show a water stain on the hat in the area where the Plaintiff struck her head. There is a water stain also visible on the grey coat where the photographer pulled the Plaintiff to the safety of the mat.

8. Shortly after the slip and fall incident, Plaintiff was told by the photographer that she could talk to security if she felt ill after the fall. Photographer also took pictures of the Plaintiff at the spot where she first fell and stood up. Plaintiff was not aware of any slip and fall procedure that the Defendant had. The photographer noted she had hit her head during the fall. Because Plaintiff was in a daze with a headache, she could not make good executive decisions at the time. Plaintiff saw an ambulance parked outside the guest service center, however, no one came to check her after her injury. The photographer left after he finished the photo shoot. The Defendant's operation did not seem to have a standard practice of reporting slip and falls after staff witnessed the incident that even the photographer actually saw the accident, took pictures of the accident location, but did not report to responsible party. There were also guards at the end of bridge, who reasonable should have seen what happened on the skywalk and they did not offer any assistant to the plaintiff.
9. Because Plaintiff sustained trauma at the lower back of her head on a glass surface, she was in a state of shock and confusion as to what had happened. She was not aware of the severity of her injury since she did not lose consciousness. She was also concerned about the difficulty to arrange for a ride if she were to be taken to the hospital in Arizona first. She opted to take the bus back to her hotel in Las Vegas and waited until she returned home to visit doctors at the Loma Linda University Medical Center. A few hours after the Plaintiff's slip and fall, Grand Canyon West was closed to all tourists.
10. Yan Liang, a friend of Plaintiff, was an eyewitness to the complete incident and has provided a written witness statement. She can also testify via video conferencing should the court request additional testimony to her written statement.
11. As a direct proximate result of the negligent operation of the Defendant, Plaintiff fell and sustain a mild Traumatic Brain Injury (commonly known as a concussion). As a result, Plaintiff suffered from persistent post concussion syndromes. Plaintiff was disabled from work from March 28, 2017 until present time. She is still under long term disability, undergoing neurologist recommended treatments, and awaiting a full recovery. Plaintiff will show through her medical records that she suffered 22 symptoms of traumatic brain injury evaluated. Plaintiff experienced neck pain in the afternoon of January 22, 2017 and was later diagnosed by a neurologist as a sustained trauma to the lower left neck; the occipital nerve area. Plaintiff had to receive an occipital nerve block injection to alleviate the stabbing pain originated by the trauma to the back of the head. As indicated from the

evidence of the photo, the water stain shown on the hat was at the left hand side close to the greater occipital nerve area, where the head landed. Among the many symptoms the Plaintiff suffered are as following but not limited to: vertigo, confusion, severe stabbing headaches, dizziness, sensitivity to light, sensitivity to sound, sensitivity to low intensity physical activities (activities such as walking at low speed and holding a bottle of water can trigger symptoms), difficulty of concentration, difficulty planning, blurry vision, difficulty with social settings because of the noise level, difficulty in driving due to nausea while turning head eyes from right to left, isolation, excessive crying, depression induced by disability from the fall, dizziness reading, not being able to maintain balance, difficulty turning from right to left, not being able to walk a straight line and sleep undisturbed. A further MRI test was ordered by the neurologist to evaluate the nerve damage in May 2018. Plaintiff could no longer work at her regular analytical job at Parkview Medical Center as a senior decision support analyst. She filed for short term disability by the State of California Employment Development Department and long term disability with Unum through her employer. She sustained damages to her nerves that caused her stabbing pain sensations triggered easily by stress, concentration, sound, and mental processes. She suffers stabbing headaches daily and has to take medication daily to control pain and sleep disturbances she is still suffering one year after the incident.

12. Plaintiff would show through her medical records that she was treated by family physicians, a neurologist, neuro-rehab specialists, and other practitioners. The sustained injury had caused Plaintiff to suffer great pain, intense mental anguish. Plaintiff is expected to suffer more of the same in the future as a result of the injuries she has sustained in this incident. Defendant's negligence has directly caused the Plaintiff to have already incurred hospital, medical and drug expenses, lost wages, and reasonably expects to incur further such expenses in the future.
13. Plaintiff can show she suffered significant changes to her life style and reduced activity level due to the injury sustained. She was a silver medal winner in Hollywood Dance competition in October of 2016. She also competed at the Holiday Classic Dance competition at Las Vegas and placed 6th. After her accident on January 22nd, 2017, she was not able to turn left without feeling dizzy. She could not walk a straight line. She could no longer compete and complete a four minute dance routine without rest in between and felt devastated. Plaintiff went through 18 neurological rehab sessions to learn techniques to reset her vestibular system to stop vomiting when turning in bed from left to right and to tolerate driving for short distances. Plaintiff was limited to bed rest for long periods of time without the ability to be exposed and tolerate normal light and noise setting. She was isolated and developed depression due to the long recovery time and long hours of headache, dizziness, and other problematic symptoms.
14. Due to the injury sustained at Skywalk on January 22, 2017, Plaintiff became completely disabled from her professional work as both an analyst and consultant to Parkview

Medical Center and Salinas Valley Memorial Hospital. Plaintiff was reduced from a highly functional productive working professional (being paid premium to solve difficult financial system data issues) to a brain injury recovering patient with disability. She now had to apply for medical coverage and food stamp because of her disability to cope with day to day living. This dramatic reduce in income and earning ability had left her devastated and caused grave pain and suffering.

NEGLIGENCE OF GRAND CANYON RESORT CORPORATION

15. The Plaintiff charges Defendant Grand Canyon Resort Corporation operated at Grand Canyon West skywalk with gross and reckless negligence in failing to keep and maintain safe walking surface at skywalk, allowed ice accumulate on the glass bridge, thus put Plaintiff in the way of danger; with reckless negligence in failing to keep and maintain standard safety measures; with general negligence for failing to warn Plaintiff of the hazards condition of the bridge; with negligence with staff photographer direct Plaintiff to walk on slippery surface with no proper warning and staff photographer failure to report to security the slip and fall. Plaintiff charges that as a direct and proximate result of the multiple acts of gross and reckless negligence of the staff of skywalk operating on behalf of Grand Canyon Resort Corporation, Plaintiff suffered the aforesaid injuries and damages.

DAMAGES

16. As a proximate result of the negligence alleged above, the Plaintiff has suffered damages, including but not limited to, past pain, suffering and mental anguish, accrued medical expenses, lost earnings, insurance expenses, and other damages totaling \$980,788.44. Plaintiff reasonably anticipates future damages, proximately caused by said negligence of Defendants, including future medical expenses, future pain, suffering and mental anguish, future lost earnings, permanent physical impairment, permanent brain functional impairment, future travel expenses, and damages in the amount of \$1,824,910.

CLAIMS FOR RELIEF

17. Plaintiff adopts by reference the foregoing paragraphs.
18. The Defendant knew or should have known that reasonable safety measures and actions were needed for Canyon West Skywalk and that the measures provided and actions of its employees were unreasonable and inadequate
19. Plaintiff's injuries were proximately caused by the negligent and grossly negligent acts and/or omissions of the Defendant or its agents or employees acting in the course and scope of their employment, making the Defendant liable.

20. The injury occurred as the result and proximate consequences of the Defendant's negligence, failure to warn of foreseeable dangerous surface condition of Skywalk, and failure to provide adequate safety measures at the premise. Plaintiff is entitled to general and special damages of every typed and variety permitted by law, including but not limited to, past pain and suffering in the amount of \$817,323.70; special damage including but not limited to hospital and physician bills, rehab and diagnostic charges, psychology therapy charges, and lost wages in the amount of \$163,464.74. A total past damage of \$980,788.40.

WHEREFORE, PREMISES CONSIDERED, Plaintiff sues and demands judgment of and from the Defendant, Grand Canyon Resort Corporation, and requests this Honorable Court award damages against the Defendant to the Plaintiff for accrued and future medical expenses, past and future pain, suffering, and mental anguish, past and future lost earnings, permanent physical and brain function impairment, past and future pain relief remedy expense, past and future travel expenses, and other damages both general and specific, in the total amount of \$2,805,698.44 (including future special and future general damage of \$1,824,910-see attached Damage Estimate Worksheet), reasonably believed to be in excess of this Court's jurisdictional minimum.

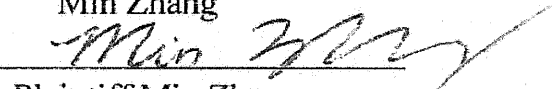
Plaintiff further prays for punitive damages due to the grossly negligent actions of the Defendant and Plaintiff prays for general relief along with attorney's fee, cost and expenses incurred in bringing in this action.

This the 7th day of January, 2018, being first duly sworn, on oath says that the forging is a just and true statement of a debt owned by Defendant to Plaintiff, exclusive of all set-off and just grounds of defense.

Respectfully Submitted,

Min Zhang

By:



Plaintiff Min Zhang

Min Zhang
26383 Delgado Ave
Loma Linda CA 92354
Tel: 626.525.9333

Subscribed and sworn to before me this 30th day of May, 2018

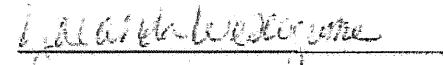

Clerk Court

Exhibit 1

1) Receipt for Plaintiff's bus tour to Grand Canyon West Rim (upgraded at 7370 Dean Martin Dr. #409, Las Vegas, NV due to South Rim being closed to)

2) Original Online booking for Grand Canyon South Rim Bus Tour

Date: January 22, 2017

Gray Line Las Vegas

7370 Dean Martin Dr #409, Las Vegas, NV 89139
+1 702-739-7777

Name: Min Zhang
Reference: 68909871
Status: Confirmed

::Grand Canyon West Rim Motor Coach Tour From:
:Las Vegas:
:07:30 22/Jan/17 (LAS-02/LAS-02) :

Adult (2)
Adult (2)
Upgrade Fee (2)
Skywalk Ticket (2)
Viator Processing Fee - NR (2)

Received (USD) 1.00 00
Balance (USD) 0.00

Thank you

- Customer copy -

Thank You for Traveling With Us!
We're Always Here to Help! glv.com

22/Jan/17 06:56:59 AM -0800 CLM1



Confirmed:

Grand Canyon South Rim Bus Tour with Optional Upgrades (3951SRB)

Tour Operator: Tour Operator

Approved: 01-8-15

Lead Traveler: Mr. Zhang
Travel Date: Sunday, January 15, 2017
Number of Travelers: 2 Adult

Supplier Product Code: 3951SRB
Supplier Confirmation No: 3951SRB
Booking Reference: 599484912



VIATOR-599484912

EXHIBIT C

46

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Terms and Conditions

[Faint, illegible text, likely bleed-through from the reverse side of the page]

Share, Like, Deal & Promotions

<p>FREE HARD ROCK GIFT! Present this coupon & receive a complimentary Hard Rock Cafe Gift. Valid with \$25 purchase in the Cafe or Rock Shop.</p>	 <p>10869 02475</p>	
--	---	---

Photos taken on January 22, 2017 waiting for the bus that took us to Grand Canyon West



Grey Line Las Vegas at 7370 Dean Martin Dr #409 Las Vegas, NV 89130:

Bus tickets upgraded to Grand Canyon West Rim and tickets to Skywalk purchased at this location



Bus ride passing the Hoover Dam

Weather Condition in Grand Canyon on January 22, 2017. Freezing rain and dropping temperature

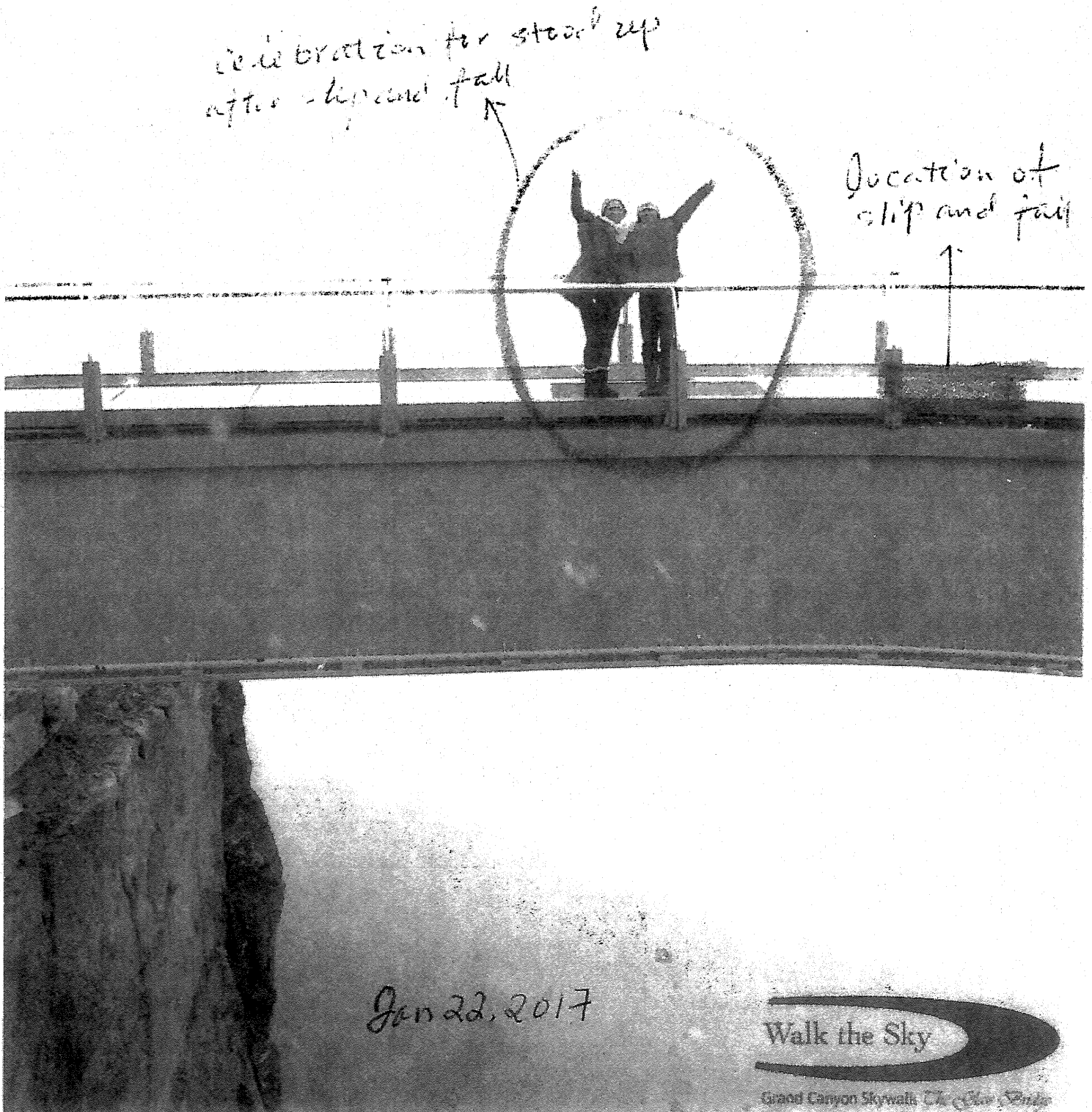


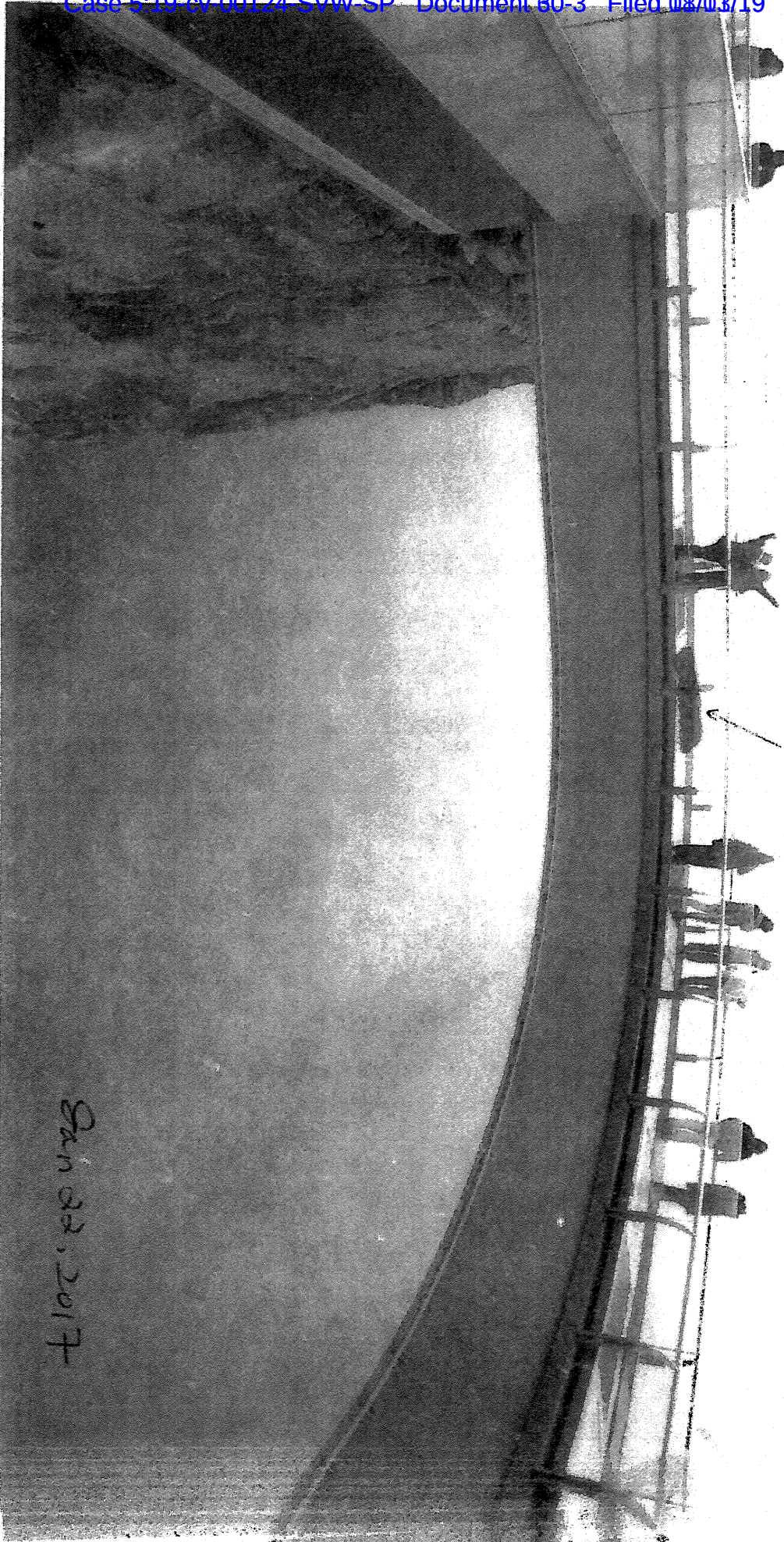
After January 22, 2017 Plaintiff's injury, her friend Liang, Yan drove Plaintiff back to California



Exhibit 2

- 1) Photo taken on Skywalk Bridge within minutes of the slip and fall
 - a. Demonstrated the location of the trauma (water stain location on Plaintiff's hat)
 - b. Demonstrated icy surface condition of the bridge
 - c. Demonstrated location of the fall and lack of safety measure at the center of the bridge
 - d. Demonstrated Plaintiff's attire and that eye witness Liang, Yan was present at the scene of the slip and fall
- 2) Email from Grand Canyon Skywalk photo storage facility with free offer
- 3) Link to the photo taken by staff photographer on January 22 is as following:
<http://skywalk.photogra.com/ephoto/skywalk/33799873534#>





piece of steel

San 22, 2017



EXHIBIT C

CHAPTER 4 CIVIL PROCEDURE

Sec. 4.1 Commencement of Action

Actions shall be commenced in the Hualapai Tribal Court by the filing of a written complaint identifying in concise and plain terms the parties to the proceeding, the nature of the claims, with the reference to written Tribal law, as appropriate, and the remedies sought. The plaintiff or the plaintiff's agent shall verify the complaint by oath or affirmation, and shall affix his or her witnessed signature thereto. The Clerk may, at the request of any individual, assist him or her in preparing the complaint and other papers required to be filed in an action under this Chapter.

Sec. 4.2 Limitation on Time to Institute Proceeding

Except as otherwise provided by Tribal law, civil action shall be instituted unless the offense, violation or other event forming the basis of the action occurred within a one-year period prior to the date of the initiation of the action.

Sec. 4.3 Filing Fee

An administrative fee to be fixed by the Court shall be collected by the Clerk at the time a complaint is filed initiating any civil action, which fee shall not be refunded if the complaint is withdrawn or dismissed.

Sec. 4.4 Duty of Clerk upon Receipt of Complaint; Issuance of Summons and Notice of Hearing

When a complaint is filed, the Clerk shall:

- A. Stamp the original complaint the day and hour on which it was filed and the case number assigned to the matter;
- B. Immediately issue a summons and notice of hearing in the form prescribed by the Tribal Court, for service on the defendant as provided in Section 4.5; and
- C. Upon verified service on the defendant/respondent the clerk shall fix a date for hearing which shall take place, not less than 30 days nor more than 60 days;
- D. Provide a copy of the notice of hearing to the plaintiff.

Sec. 4.5 Service of Process

- A. The summons, notice of hearing and a copy of the complaint shall be served together. Service shall be made as follows:

KEWENVOYOUMA LAW, PLLC

700 EAST BASELINE RD. SUITE C-1 TEMPE, AZ 85283
TEL 480.428.4590 FAX 480.223.6398
VTKLAW.COM

Partner:
Verrin T. Kewenvoyouma - AZ
Attorneys:
David Clifford - CA
Chris Love - AZ
Of Counsel:
Jasmine Andreas - CA
TJ McReynolds - AZ, NM
*Chris Channell - AZ
*License Pending

October 16, 2018

VIA FEDEX AND EMAIL

Min Zhang
26383 Delgado Avenue
Loma Linda, CA 92354

Re: Min Zhang v. Grand Canyon Resort Corporation; Case No. 2018-CV-027

Dear Ms. Zhang,

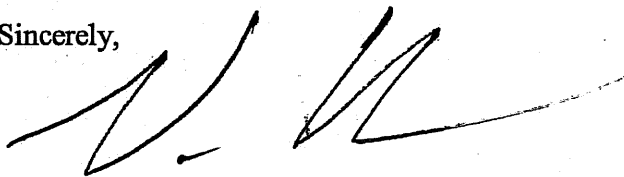
Since filing your request to extend time to find counsel in the above referenced matter, nothing further has been filed with the Court. We are willing to discuss with our client filing a joint stipulation to your request, assuming you contact me before the end of the week, 10/19/2018. So that you are aware, we are willing to recommend another 30 day extension from the time of filing, but will also require that you agree to a waiver to move forward should that time period toll.

If we do not hear from you before 10/19, we will have no other alternative but to file an opposition to your Motion, as you missed both the Court established deadline to retain counsel and file a Response to GCRC's Motion to Dismiss.

Be advised, I left a voicemail at 626-525-9333 and attempted to call you at 407-733-3026 (this number does not allow for incoming calls).

Please contact us at your earliest opportunity, but again, no later than 10/19 so that we may discuss. Thank you.

Sincerely,



Verrin T. Kewenvoyouma

EXHIBIT E



October 29, 2018

Dear Customer:

The following is the proof-of-delivery for tracking number **773490249364**.

Delivery Information:

Status:	Delivered	Delivered to:	Residence
Signed for by:	Signature not required	Delivery location:	26383 DELGADO AVE LOMA LINDA, CA 92354
Service type:	FedEx Standard Overnight	Delivery date:	Oct 17, 2018 10:46
Special Handling:	Deliver Weekday Residential Delivery		

NO SIGNATURE REQUIRED

Proof-of-delivery details appear below; however, no signature is available for this FedEx Express shipment because a signature was not required.

Shipping Information:

Tracking number:	773490249364	Ship date:	Oct 16, 2018
		Weight:	0.5 lbs/0.2 kg

Recipient:
Min Zhang
26383 Delgado Avenue
LOMA LINDA, CA 92354 US

Shipper:
Gina Bocardo
700 E Baseline Rd Ste. C 1
Tempe, AZ 85283 US

Thank you for choosing FedEx.

From: Kathleen Stutzman
To: "winnie.minzhang@gmail.com"
Cc: Verrin Kewenvoyouma; David Clifford; Chris Love
Subject: Zhang v. GCRC
Date: Tuesday, October 16, 2018 12:08:00 PM
Attachments: 10-16-18 Ltr to Zhang.pdf
Importance: High

Ms. Zhang, attached please find correspondence from Mr. Kewenvoyouma regarding the above referenced matter. A hard copy will follow via FedEx. Thank you.

Kathy Stutzman, Paralegal
KEWENVOYOUMA LAW, PLLC
700 E. Baseline Rd., Suite C1
Tempe, Arizona 85283
O 480.428.4590
F 480.223.6398
kathleen@vtklaw.com
www.vtklaw.com

CONFIDENTIAL COMMUNICATION: THIS MESSAGE IS A CONFIDENTIAL ATTORNEY COMMUNICATION ONLY FOR USE BY THE INTENDED RECIPIENT. ANY INADVERTENT RECEIPT SHALL NOT CONSTITUTE A WAIVER OF ATTORNEY-CLIENT OR WORK PRODUCT PROTECTION. IF RECEIVED IN ERROR, PLEASE NOTIFY SENDER IMMEDIATELY AND DELETE THIS MESSAGE. THANK YOU FOR YOUR COOPERATION.

MOTION RE: TO QUASH/DISMISS FILED BY DEFENDANT GRAND CANYON RESORTCORPORATION

05/30/2019 - 8:30 AM DEPT. S25

KEITH D DAVIS, JUDGE
CLERK: JENNIFER MEDINA
COURT REPORTER TRACI TROLI 13302
COURT ATTENDANT G TREIHART

-

APPEARANCES:

PARTIES NOT PRESENT: MIN ZHANG
ATTORNEY DAVID A. CLIFFORD PRESENT FOR DEFENDANT/RESPONDENT.

-

PROCEEDINGS:

PREDISPOSITION HEARING HELD

-

MOTION

GRAND CANYON RESORTCORPORATION'S MOTION RE: TO QUASH/DISMISS IS HEARD.
NO OPPOSITION PRESENTED.

-

COURT FINDS:

GRAND CANYON RESORTCORPORATION'S MOTION RE: TO QUASH /DISMISS IS GRANTED.
ON COURTS MOTION, CASE ORDERED DISMISSED WITH PREJUDICE AS TO ENTIRE ACTION.
REASON: BASED ON RULING OF MOTION TO QUASH/DISMISS.

STAGE AT DISPOSITION: COURT ORDERED DISMISSAL - OTHER BEFORE TRIAL (CIV)

DISPOSITION: COURT ORDERED DISMISSAL - OTHER BEFORE TRIAL (CIV)

COUNSEL FOR DEFENDANT TO GIVE NOTICE.

ACTION - COMPLETE

=== MINUTE ORDER END ===