

EXHIBIT B

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT COURT

FILED
2nd JUDICIAL DISTRICT COURT
Bernalillo County
9/17/2019 4:18 PM
James A. Noel
CLERK OF THE COURT
Dawna Jarvis

GLORIA MENDOZA, ANTHONY CHAVEZ,
MARIA GALLEGOS, individually and on behalf
of all other similarly situated Plaintiffs,

Plaintiffs,

vs.

D-202-CV-2019-06577

FIRST SANTA FE INSURANCE SERVICES, INC. n/k/a
HUB INTERNATIONAL INSURANCE SERVICES, INC.,
HUDSON INSURANCE and ALLIANT SPECIALTY
INSURANCE SERVICES, INC. d/b/a TRIBAL FIRST,

Defendants.

**FIRST AMENDED COMPLAINT FOR VIOLATION OF NEW MEXICO UNFAIR
PRACTICES ACT, BREACH OF CONTRACT, BREACH OF COVENANT
OF GOOD FAITH AND FAIR DEALING, AND CIVIL CONSPIRACY**

COMES NOW the Plaintiffs, Gloria Mendoza, Anthony Chavez and Maria Gallegos,
individually and on behalf of all other similarly situated Plaintiffs, and for their cause of action state:

PARTIES AND JURISDICTION

1. Plaintiff Gloria Mendoza ("Plaintiff Mendoza" hereafter) is a resident of Los Lunas, Valencia County, New Mexico.
2. Plaintiff Anthony Chavez ("Plaintiff Chavez" hereafter) is a resident of Tijeras, Bernalillo County, New Mexico.
3. Plaintiff Maria Gallegos ("Plaintiff Gallegos hereafter) is a resident of Albuquerque, Bernalillo County, New Mexico.
4. At all times material hereto, Defendant First Santa Fe Insurance Services, Inc. is a domestic corporation, registered to conduct the business of insurance within the State of New Mexico.

5. Upon information and belief, Defendant First Santa Fe Insurance Services, Inc. was acquired or purchased by Hub International Insurance Services, Inc. in 2016, is now part of Hub New Mexico and continues to operate in Albuquerque, New Mexico.

6. Upon information and belief, Defendant First Santa Fe Insurance Services, Inc. is not a tribal entity or an entity owned/operated by any Native American tribe or pueblo.

7. Upon information and belief, Defendant Hudson Insurance is a foreign corporation formed in Delaware, registered to conduct the business of insurance in the State of New Mexico.

8. Upon information and belief, Defendant Hudson Insurance is not a tribal entity or an entity owned/operated by any Native American tribe or pueblo.

9. Upon information and belief, Defendant Alliant Specialty Insurance Services, Inc. d/b/a Tribal First (“Tribal First” hereafter) is a corporation formed in California and is doing business in the State of New Mexico.

10. After searching records on file with the New Mexico Superintendent of Insurance, it is unknown whether Defendant Tribal First is licensed to administer claims in New Mexico.

11. Upon information and belief, Defendant Tribal First is not a tribal entity or an entity owned/operated by any Native American tribe or pueblo.

12. Plaintiffs are third party beneficiaries of the workers’ compensation insurance policies produced, sold and/or administered by Defendants. *Hovel v. Allstate Ins. Co.*, 2004-NMSC-010, ¶¶ 16, 20 135 N.M. 397, 89 P.3d 69 (workers are “intended beneficiaries” of workers’ compensation insurance policies).

13. The acts complained of herein occurred within Bernalillo County, New Mexico.

14. Jurisdiction and venue of this Court are proper in the District Court of Bernalillo County, New Mexico pursuant to NMSA 1978, Section 38-3-1.

15. The Court has jurisdiction over the subject matter and named parties in this action and venue is properly laid in this Court.

STATEMENT OF LEGAL GROUNDS AND FACTS SUPPORTING CLAIMS

16. Plaintiffs are the third party beneficiaries to workers' compensation insurance policies sold to Isleta Pueblo to cover work injuries suffered while employed at Isleta Resort & Casino.

17. Pursuant to the Workers' Compensation Act's exclusivity provision, Plaintiffs are deemed to have surrendered any rights to seek any other compensation for their injuries from their *employer*. NMSA 1978, Section 52-1-6(D)(both an employee and an employer are deemed to have surrendered any right to seek any other compensation outside of the Workers' Compensation Act).

18. Plaintiffs have intentionally not named their employer as a party herein based on the exclusivity provisions in the Workers' Compensation Act.

19. Nothing in the Workers' Compensation Act shall affect or be construed to affect, in any way, the existence of or the mode of trial of any claim or cause of action which Plaintiffs have against any parties *other than their employer*, including Defendants herein. NMSA 1978, section 52-1-6(E); *See Salswedel v. Enerpharm, Ltd.*, 1988-NMCA-089, 107 N.M. 728, 730, 764 P.2d 499, 501 (Judge Minzner writing for the Court: "Nothing in the[Workers' Compensation] Act, however, shall affect or be construed to affect, in any way, the existence or the mode of trial of any claim or cause of action which the workman has against any person other than his employer....");

“Clearly, the Act intends to preserve an injured worker’s right to pursue an action against a third party.”)

20. The claims made herein are grounded on the deceptive, misleading representations, omissions of material facts and/or unconscionable trade practices made by one or all Defendants in the regular course of their trade or commerce, in connection with the sale and servicing of the workers’ compensation insurance coverage affecting Plaintiffs.

21. Upon information and belief, Defendant First Santa Fe Insurance Services, Inc. acted as an insurance “producer” or broker in securing workers’ compensation coverage for Isleta Resort & Casino with Hudson Insurance. See **Exhibit #1**, Certificate of Liability Insurance and **Exhibit #2**, Hudson Insurance Policy of Insurance.

22. On August 24, 2015, Plaintiff Mendoza injured her knee while in the course and scope of her employment with Isleta Resort & Casino.

- a. Defendant Tribal First initially denied the claim based on failure to report the injury “within 24 hours” which is not the law in New Mexico as workers have fifteen days to provide notice of an injury per NMSA 1978, Section 52-1-29.
- b. Defendant Tribal First then denied the claim arguing that it was a “tribal entity” entitled to enjoy “the full extent of the Tribe’s sovereign immunity” but neither Tribal First, nor Hudson Insurance, are tribal entities to which sovereign immunity applies.

See **Exhibit #3**, Tribal First letters to Plaintiff Mendoza.

23. On December 18, 2017, Plaintiff Chavez injured his knee carrying chip trays into a vault while in the course and scope of his employment with Isleta Resort & Casino.

- a. Tribal First denied his claim contending that “walking is an everyday part of life” and therefore cannot form the basis for a work injury apparently. The basis for this denial is not the law in New Mexico. See *Griego v. Jones Lang Lasalle*, 2019-NMCA-007, ¶¶ 16, 20, __ P.3d __ (as worker was walking to

help another employee, he fell and it was characterized as an unexplained fall arising out of his employment and deemed compensable).

See **Exhibit #4**, Tribal First letter to Plaintiff Chavez.

24. On March 14, 2017, Plaintiff Gallegos fell injuring her shoulder while on the premises of Isleta Resort & Casino, entering the employee entrance, in the course and scope of her employment with Isleta Resort & Casino.

- a. Tribal First denied her claim arguing that because she was not clocked in when she fell. This denial is contrary to the “going and coming rule” adhered to in New Mexico. *See Dupper v. Liberty Mutual Ins. Co.*, 1987-NMSC-007, 105 N.M. 503. at 506, 734 P.2d 743 (when employee is going to or coming from her place of work, on her employer’s premises then she is within the protected ambit of the Workers’ Compensation Act).

See **Exhibit #5**, Tribal First letter to Plaintiff Gallegos.

25. Defendant First Santa Fe Insurance Services, Inc. acted as insurance producer between Isleta Resort & Casino and Defendant Hudson Insurance in order to provide insurance for the above-described claims made by Plaintiffs.

26. By filing the Certificate of Liability Insurance with the Workers' Compensation Administration on behalf of Defendant Hudson Insurance and its insured, Isleta Resort & Casino, **Exhibit #1** hereto, Defendant First Santa Fe Insurance Services, Inc. affirmatively represented to Plaintiffs that Defendants Hudson Insurance and Tribal First could be held liable to Plaintiffs for the claims made. *See NMSA 1978, 52-1-4(C)* (every policy insuring against liability for workers’ compensation benefits or certificate filed under this section shall provide that the insurance carrier or employer shall be directly and primarily liable to the worker).

27. Defendant Hudson Insurance sold a policy of insurance which was intended to cover the above-described claims made by Plaintiffs as the third-party beneficiaries of such policy.

28. Defendant Tribal First is the third party administrator acting on behalf of Defendant Hudson Insurance in each of Plaintiffs' above-noted claims.

29. In denying Plaintiffs' claims on grounds of sovereign immunity, Defendants Hudson Insurance and Tribal First attempted to hide behind Isleta Pueblo's claim of sovereign immunity rendering the policy of insurance brokered by Defendant First Santa Fe Insurance Services, Inc. illusory and inane. *See Mendoza v. Isleta Resort & Casino, et al.*, 2019-NMCA-038, ¶44, 419 P.3d 1256, *cert. granted*, 2018-NMCERT-___ (No. S-1-SC-37034, May 25, 2018) ("...allowing Hudson and Tribal First to deny Worker's claim in this case by hiding behind Isleta Pueblo's sovereign immunity renders the Pueblo's insurance policy illusory and inane and permits the Hudson and Tribal First to arbitrarily evade judicial review of its determination in any forum.")

COUNT I-VIOLATION OF NEW MEXICO UNFAIR PRACTICES ACT ("UPA")

NMSA 1978, SECTIONS 57-12-1, et. seq.

30. Plaintiffs hereby incorporate all prior allegations as if set forth fully herein.

31. At all times relevant hereto, Defendant Hudson Insurance operated through its agents, Defendants First Santa Fe Insurance Services, Inc. and Tribal First, to provide workers' compensation insurance to Plaintiffs as third party beneficiaries and was engaged in "trade" or "commerce" as those terms are defined by the UPA, section 57-12-2(C).

32. In connection with the policy of insurance that Defendants produced, sold and/or administered, Defendants had a duty to not make false and/or misleading representations of fact, including omissions of material information to Plaintiffs.

33. By "producing" the insurance and aiding in securing insurance for Plaintiffs' as the third party beneficiaries of the policy pursuant to **Exhibit #1**, Defendant First Santa Fe Insurance Services, Inc. misled Plaintiffs into believing that insurance for valid claims existed when, in reality,

sovereign immunity was always going to be raised by Defendants Hudson Insurance and Tribal First to deny such claims.

34. Defendants Hudson Insurance and Tribal First failed to inform Plaintiffs that neither corporation was a tribal entity to which sovereign immunity applied to bar their claims.

35. Defendants Hudson Insurance and Tribal First “knowingly made” false or misleading statements to Plaintiffs in denying their claims.

36. Defendants Hudson Insurance and Tribal First’s failure or refusal to timely and/or thoroughly investigate, evaluate, settle, or pay Plaintiffs’ claims pursuant to their third party beneficiary status as insureds under the workers’ compensation policy violates the New Mexico Unfair Practices Act, NMSA 1978, Sections 52-12-1 *et seq.*

37. All of the Defendants engaged in unfair or deceptive trade practices contrary to the laws found in NMSA 1978, Section 52-12-2(D), by knowingly making false or misleading oral or written statements or other representations in connection with the policy of insurance covering Plaintiffs as third party beneficiaries, which tended to or did deceive or mislead Plaintiffs regarding the rights afforded under the policy.

38. All Defendants engaged in unconscionable trade practices that took advantage of the lack of knowledge, ability, experience or capacity of a person to a grossly unfair degree, contrary to NMSA 1978, Section 57-12-2(E).

39. All of the Defendants failed to perform in a manner consistent with their representations and contractual obligations, and as a consequence, have violated the New Mexico UPA, section 57-12-2(D)(7).

40. Defendants willfully engaged in violations of the Unfair Practices Act as alleged herein and an award of treble damages is justified pursuant to NMSA 1978, section 57-12-10(B).

41. Defendants' false and misleading statements and omissions of material facts in connection with the workers' compensation insurance policy applicable to Plaintiffs caused actual damages to Plaintiffs including, but not limited to: having vehicles repossessed, collections actions taken, medical subrogation liens asserted for payment of medical bills. Plaintiffs' seek damages against Defendants in amounts to be proven at trial, and warrant an award of attorney's fees and costs pursuant to NMSA 1978, section 57-12-10(C).

COUNT II-NEGLIGENT MISREPRESENTATION
AS TO DEFENDANTS HUDSON INSURANCE AND TRIBAL FIRST

42. Plaintiffs hereby incorporate all prior allegations as if set forth fully herein.

43. Defendants Hudson Insurance and Tribal First materially misrepresented that Plaintiffs' claims were denied based on false grounds by: stating that Plaintiff Mendoza was required to give notice of her work injury within "24 hours" of its occurrence which is not the law in New Mexico and stating to all Plaintiffs that sovereign immunity barred their claims when neither entity is a tribal entity entitled to claim such a defense. These material misrepresentations were made with the intent to convince Plaintiffs that their claims for insurance benefits were without merit and would be denied.

44. Defendants Hudson Insurance and Tribal First negligently misrepresented that insurance coverage was not available to Plaintiffs as third party beneficiaries of the workers' compensation policy in effect by: stating that Plaintiff Mendoza was required to give notice of her work injury within "24 hours" of its occurrence which is not the law in New Mexico and stating to all Plaintiffs that sovereign immunity barred their claims when neither entity is tribal entity entitled

to claim such a defense. These negligent misrepresentations have no reasonable grounds based on New Mexico case law, statutes or regulations. Therefore, Defendants Hudson Insurance and Tribal First had no reasonable grounds for believing these material misrepresentations were true.

45. Defendants Hudson Insurance and Tribal First knew that the sovereign immunity defense does not extend to them as non-tribal entities pursuant to the holding in *Waltrip v. Osage Million Dollar Elm Casino*, 290 P.3d 741 (2012). The Oklahoma Supreme Court correctly described Tribal First's claims processing tactics:

"By its apparently unilateral adoption of the Provisions, Tribal First appears to function as legislature, executive, trial court, and appellate court regarding the claims of injured workers while functioning as an agent of the Insurer."

Waltrip, ¶ 11. The Court found that Hudson Insurance was unjustly enriched by collecting premiums from the Osage Tribe for workers' compensation insurance while simultaneously expecting to assert the Tribe's sovereign immunity to deny claims. *Waltrip*, ¶ 12.

46. Defendant Tribal First materially and negligently misrepresented its intent to investigate, evaluate and fairly resolve any claims Plaintiffs might make against the policy.

47. Defendants' material and negligent misrepresentations resulted in damages to Plaintiffs in an amount to be proven at trial.

COUNT III-BREACH OF CONTRACT

48. Plaintiffs hereby incorporate all prior allegations as if set forth fully herein.

49. As third party beneficiaries of the policy of insurance at issue, Plaintiffs placed trust in Defendants and their agents to act reasonably and in good faith should Plaintiffs pursue a claim against such policy.

50. Defendants and their employees and agents were obliged to use reasonable skill, care

and knowledge in “producing” the coverage bargained for, and in evaluating and processing claims promptly and thoroughly.

51. Plaintiffs relied on Defendant First Santa Fe Insurance Services, Inc. to “produce” insurance pursuant to **Exhibit #1** that would actually pay valid claims should Plaintiffs ever pursue such claims.

52. Defendant First Santa Fe Insurance Services, Inc. intentionally and negligently failed to secure an insurance policy that would pay valid claims as required under the terms of the contract of insurance.

53. Plaintiffs relied on Defendants Hudson Insurance and Tribal First to investigate and process their claims in a timely manner and provide a reasonable and fair resolution of such claims.

54. Defendants Hudson Insurance and Tribal First intentionally and negligently failed to investigate Plaintiffs’ claims as required under the terms of the contract.

55. Defendants’ acts and omissions breached the terms of the contract of insurance with Plaintiffs as third party beneficiaries.

56. As a direct and proximate result of Defendants’ breach, Plaintiffs have suffered and will continue to suffer damages in an amount to be proven at trial.

57. Defendants’ breach of contract was intentional and in disregard of Plaintiffs’ rights, entitling Plaintiffs to an award of punitive damages.

COUNT IV-BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING

58. Plaintiffs hereby incorporate all prior allegations as if set forth fully herein.

59. Implicit in the insurance contract insuring Plaintiffs as third party beneficiaries was the covenant that Defendants would, at all material times, act in good faith and deal

honestly and fairly with Plaintiffs, who were entitled to coverage under the terms of the policy.

60. Defendant First Santa Fe Insurance Services, Inc. breached the covenant of good faith and fair dealing in one or more ways, including but not limited to:

- a. Pursuant to **Exhibit #1**, Defendant First Santa Fe Insurance Services, Inc. misled Plaintiffs into believing that insurance for valid claims existed when, in reality, sovereign immunity was always going to be raised by Defendants Hudson Insurance and Tribal First to bar claims made by Plaintiffs.

61. Defendants Hudson Insurance and Tribal First breached the covenant of good faith and fair dealing in one or more ways, including but not limited to:

- a. Failing to inform Plaintiffs that neither corporation was a tribal entity to which sovereign immunity applied to bar their claims;
- b. Knowingly making false or misleading statements to Plaintiffs in denying their claims;
- c. Failing or refusing to timely and/or thoroughly investigate, evaluate, settle, or pay Plaintiffs' claims pursuant to their third party beneficiary status as insureds under the workers' compensation policy in effect.

62. As a direct and proximate result of Defendants' acts and omissions as alleged herein, Plaintiffs have suffered damages in an amount to be proven at trial.

63. Defendants' acts and omissions alleged herein were done intentionally, willfully, wantonly, maliciously, and with reckless disregard for the rights of Plaintiffs. Accordingly, Plaintiffs are entitled to punitive damages in an amount to be determined at trial and in an amount sufficient to punish Defendants for their misconduct and to deter others from similar conduct in the future.

**COUNT V-CIVIL CONSPIRACY BETWEEN
DEFENDANTS HUDSON INSURANCE AND TRIBAL FIRST**

64. Plaintiffs hereby incorporate all prior allegations as if set forth fully herein.

65. Taken together, the allegations herein state sufficient facts and circumstances

[circumstantial evidence] from which a reasonable inference may be drawn that: a) an agreement implicitly existed among two or more persons; b) the agreement involved a common design or scheme to achieve some mutually implied objective by the commission of at least one wrongful act by one or more of the co-conspirators; and c) the wrongful act committed in furtherance of the common scheme gives rise to a civil action in which damages may be recovered.

66. The facts and circumstances alleged herein support a reasonable conclusion that: a) a civil conspiracy or implied agreement existed at all times relevant hereto among Defendants Hudson Insurance and Tribal First; b) the mutually implied or common objective of the civil conspiracy was to avoid payment of Plaintiffs' claims as third party beneficiaries of the insurance policy for economic gain by knowingly/willfully making inaccurate statements of material facts tending to deceive or mislead or by knowingly taking unconscionable advantage of the ignorance of Plaintiffs to a grossly unfair degree while conducting insurance sales transactions and administering insurance claims; and c) in furtherance of this civil conspiracy, Defendants Hudson Insurance and Tribal First knowingly/willfully committed numerous unlawful acts in violation of the UPA, sections 57-12-2(D) and/or 57-12-2(E).

67. Each of the numerous violations of the UPA alleged give rise to, in each instance, a civil action for damages against Defendants Hudson Insurance and Tribal First, jointly and severally, under UPA section 57-12-10(B) and (E).

68. By reason of the alleged civil conspiracy, Plaintiffs are entitled to an award of statutory damages in amounts to be proven at trial against Defendants Hudson Insurance and Tribal First, jointly and severally, for each and every violation of the UPA committed by any one of them in furtherance of their civil conspiracy.

WHEREFORE Plaintiffs request this Court to enter a judgment against Defendants for:

1. All compensatory damages;
2. Punitive damages;
3. Treble damages as allowed under New Mexico law;
4. Pre- and post-judgment interest;
5. Attorney's fees and costs;
6. For such other and further relief as the Court deems just and proper.

Respectfully submitted,

/s/ LeeAnn Ortiz

LeeAnn Ortiz
Attorney for Plaintiffs
1216 Lomas Blvd. NW
Albuquerque, NM 87102
(505) 243-7671
(505) 247-0701 fax
keptaosfree@yahoo.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

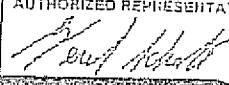
PRODUCER First Santa Fe Insurance Services, Inc. 6501 Americas Parkway NE Suite 101 Albuquerque, NM 87110		CONTACT NAME: Glenda Miller PHONE (A/C No. Ext): (505) 798-5850 FAX (A/C No.): (505) 798-5890 E-MAIL ADDRESS: flrststfins@gmail.com	
INSURED Isleta Resort & Casino 11000 Broadway SE Albuquerque, NM 87105	INSURER(S) AFFORDING COVERAGE		IAIC #
	INSURER A: Hudson Insurance		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

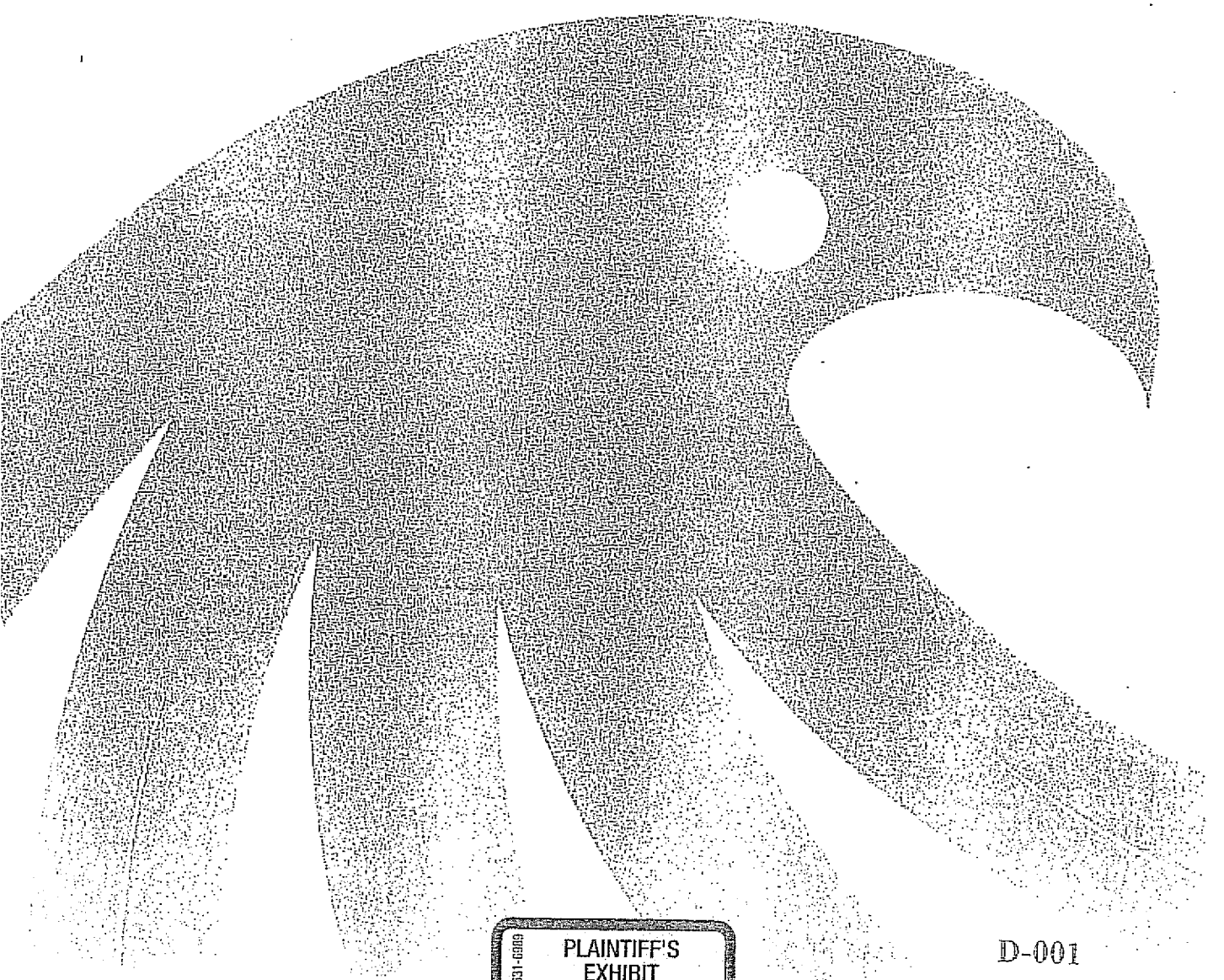
NSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE: \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N H/A	OBHP171684368	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Coverage 3.A. Part One Statutory benefits subject to a maximum of \$10,000,000 per employee, per accident

CERTIFICATE HOLDER NM Workers Compensation Administration P.O. Box 27198 Albuquerque, NM 87125	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Workforce Compensation Solutions
Recognizing the Past While Protecting the Future



PLAINTIFF'S
EXHIBIT
2

PEACAD 000-631-6808

D-001

The logo for Tribal First features a stylized, curved graphic element on the left side, resembling a feather or a wave, followed by the words "TRIBAL FIRST" in a bold, serif, all-caps font.

Date: 8/10/2017

Native American Insurance Group
Attn: Wanda Duran

RE: Isleta Resort & Casino

Dear Wanda:

Thank you for providing the opportunity for Tribal First to serve your client's insurance needs.

Attached is the subject policy for the referenced Assured. Please carefully review the coverage, limits and exclusions, and contact our office immediately if changes or additions to the policy are necessary. An additional or return premium may be required for an endorsement to the policy.

If your policy is subject to an interim audit check, a payroll reporting form will be enclosed for you and your Assured to complete, sign and return to our office on or before the due date indicated on the reporting form.

Also attached is a Certificate of Insurance Instruction Sheet and specimen document for your future use, if/when your agency issues certificates of insurance on behalf of the policyholder.

As always, please advise any questions or comments. We value your business and look forward to a mutually beneficial relationship.

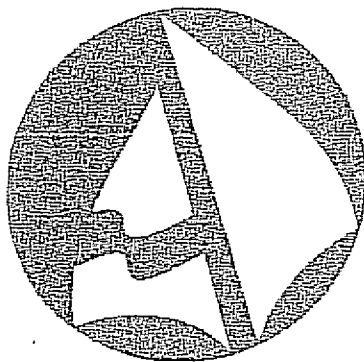
Best Regards,

Donna Roderick
VP, WC Underwriting Supervisor

Enclosure

Alliant Specialty Insurance Services, Inc. an Alliant Resources Group Company License #0558510
P.O. Box 609015, San Diego, CA 92160
800/552-8921 • 858/541-1900 • 858/505-4073 Fax
www.tribalfirst.com

D-002



HUDSON INSURANCE GROUP®

A DELAWARE CORPORATION

Administration:
100 William Street, 5th Floor
New York, NY 10038

Sovereign Nation Workers' Compensation and Employers' Liability Policy

D-003

QUICK REFERENCE

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E. Law			
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D. We Will Also Pay	1	C. Remuneration	5
E. Other Insurance	2	D. Premium Payments	5
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G. Recovery From Others	2	F. Records	6
H. Statutory Provisions	2	G. Audit	6
PART II - EMPLOYERS' LIABILITY INSURANCE	2	PART V - CONDITIONS	6
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IMPORTANT: This Quick Reference is not part of the Sovereign Nation Workers' Compensation and Employers' Liability Policy and does not provide coverage. Refer to the Sovereign Nation Workers' Compensation and Employer's Liability Policy itself for actual contractual provisions.

PLEASE READ THE SOVEREIGN NATION WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY CAREFULLY.

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HUDSON INSURANCE COMPANY

Policy No.

OBHP211684368

Renewal of Policy No.

OBHP201684368

Sub-producer:

Native American Insurance Group

**1. ASSURED / TRIBAL NATION
MAILING ADDRESS:**

Isleta Resort & Casino

(See Schedule HGU207B)

P.O. Box 1290

Isleta, NM 87022

Other workplaces not shown above:

(See Schedule HGU207C)

Individual Partnership

Corporation Other: Sovereign Nation

Assured I.D. No(s). (if applicable)

F.E.I.N. 85-0436027

2. POLICY PERIOD: The policy period is from 7/1/2017 to 7/1/2018

12:01 A.M. Standard Time, at the Assured's mailing address.

3. COVERAGE:

A. Sovereign Nation Workers' Compensation Insurance: Part One of this policy is expressly intended to provide sovereign nation workers' compensation benefits to employees of the Assured/Tribal Nation ("tribe") named in Item 1 on the Information Page and any affiliated enterprises listed in this policy as Assureds. The benefits provided under this policy are established by the Assured/Tribal Nation.

The maximum limit of our liability under Part One is \$10,000,000, per employee, per accident.

B. Sovereign Nation Employers' Liability Insurance:

The maximum limits of our liability under Part Two are:

Bodily Injury by Accident	5,000,000	each accident
Bodily Injury by Disease	5,000,000	policy limit
Bodily Injury by Disease	5,000,000	each employee

C. This policy includes these endorsements and schedules: See Schedule HGU207A

4. PREMIUM: The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by unit.

Code No.	Classification	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
	SEE H420016			

Voluntary check/audit adjustments of premium shall be made--*

Semi-Annual Quarterly Other

*Subject to final audit at policy expiration


Minimum Premium \$ [redacted] Deposit Premium \$ [redacted]

Total Estimated Premium \$ [redacted]
Premium Discount \$ [redacted]

Total Estimated Premium \$ [redacted]

Name of Producer: Tribal First
 Servicing Office: c/o Alliant Specialty Insurance Services Inc.
 P.O. Box 609015
 San Diego, CA 92160

Countersigned By



Authorized Representative

THIS INFORMATION PAGE WITH THE SOVEREIGN NATION WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY AND ENDORSEMENT, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY.

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EXTENSION SCHEDULE

Policy No.: OBHP211684368 Assured: Isleta Resort & Casino
 From: 7/1/2017 To 7/1/2018

Code No.	Classification	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
9044	Casino Gambling-Hotel-All Employees & Clerical	██████████	██████████	██████████
8810	Clerical Office Employees	██████████	██████████	██████████
9015	Building Operations by Owner	██████████	██████████	██████████
9093	Bowling Alley	██████████	██████████	██████████
9060	Club-Country, Golf, Fishing or Yacht & Clerical	██████████	██████████	██████████
9998	Increased Employers' Liability Limits	██████████	██████████	██████████
Total Estimated Annual Premium		██████████		██████████

Policy No.: OBHP211684368 Assured: Isleta Resort & Casino
From: 7/1/2017 To 7/1/2018

Schedule of Forms/Endorsements:

H410113	Information Page
H420016	Extension Schedule
HGU207A	Schedule of Forms/Endorsements
HGU207B	Schedule of Named Assureds
HGU207C	Schedule of Locations
HWC126	Profit-Sharing Agreement
H440071	Policyholder Disclosure Notice of Terrorism Insurance Coverage
H440070	Coverage Form
H440080	Privacy Notice

Policy No.: OBHP211684368 Assured: Isleta Resort & Casino
From: 7/1/2017 To 7/1/2018

Schedule of Named Assureds:

Isleta Resort & Casino
Isleta Fun Connection
Isleta Lakes & Recreation Area
Palace West

Policy No.: OBHP211684368 Assured: Isleta Resort & Casino
From: 7/1/2017 To 7/1/2018

Schedule of Locations:

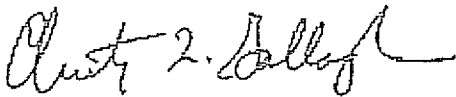
11000 Broadway SE, Albuquerque, NM 87105
State Road 45, Albuquerque, NM 87105
4051 Highway 47, Albuquerque, NM 87105
4001 Highway 47, Albuquerque, NM 87105

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is two percent (2.0%), and does not include any charges for the portion of losses covered by the United States government under the Act.

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



BY _____

PRESIDENT



SECRETARY

D-011

PRIVACY NOTICE

To Our Customers:

You provide us with most of the information about you that we use in evaluating your application and servicing your insurance policy. We may collect non-public personal information about you from any of the following sources: Information from you on your application and other forms; Information about your transactions with Hudson Insurance Group, our affiliates or others; and information we receive from a consumer reporting agency. Depending on the nature of your coverage, we may collect information about you from third parties, such as other persons proposed for coverage under your policy or the State Motor Vehicle Department concerning your driving record.

We do not disclose any non-public information about our customers or former customers to anyone, except (i) for our everyday business purposes such as to process insurance transactions, maintain and adjust claims, respond to court orders and legal investigations, or (ii) as otherwise permitted by law. In some cases this may mean information can be disclosed to third parties without your authorization.

We restrict access to information about you to employees who need to know in order to provide you with products or to provide you benefits or services under them. We maintain physical, electronic, and procedural safeguards that comply with state and federal regulations to guard your non-public personal information.

You have the right to obtain access to certain items of information we have collected about you, and you have the further right to request correction of information if you feel it is inaccurate.

We would be pleased to tell you about our policies and procedures for the privacy of your information. For a copy of our privacy policy or to access your information, please contact us at:

Hudson Insurance Group
100 William Street, Floor 5
New York, NY 10038
Tel. (212) 978-2800
Fax. (212) 978-2899
www.hudsoninsgroup.com

D-012

IN COMPLIANCE WITH THE REQUIREMENTS OF THE AIR CREDIT REPORTING ACT (PUBLIC LAW 91-508), HUDSON INSURANCE GROUP ADVISES THAT AS PART OF OUR ROUTINE PROCEDURE IN REVIEWING APPLICATIONS FOR INSURANCE OR RENEWALS OF INSURANCE POLICIES, WE MAY PROCURE A CONSUMER REPORT INCLUDING INFORMATION AS TO THE CONSUMER'S CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS OR MODE OF LIVING. IF SUCH INSURANCE IS FOR AN INDIVIDUAL AND IS PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES, SUCH INFORMATION MAY BE OBTAINED THROUGH PERSONAL INTERVIEWS WITH NEIGHBORS, FRIENDS OR OTHERS WITH WHOM THE CONSUMER IS ACQUAINTED.

UPON REQUEST TO THIS INSURANCE COMPANY, IN ANY MANNER AS NOTED ABOVE, WE WILL PROVIDE, IN WRITING, A COMPLETE AND ACCURATE DISCLOSURE OF THE NATURE AND SCOPE OF THE CONSUMER REPORT REQUESTED OR ADVISE THAT NO INVESTIGATION WAS CONDUCTED.

Hudson Insurance Group consists of:

Hudson Insurance Company
Hudson Specialty Insurance Company
Hudson Excess Insurance Company

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. This Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the tribe named as Assured in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who Is Assured

You are Assured if you are named in Item 1 of the Information Page. If you are a partnership, and if you are one of its partners, you are Assured, but only in your capacity as employers of the partnership's employees.

Sovereign Nation Workers' Compensation

Sovereign Nation Workers' Compensation means the workers or workmen's compensation benefits as established by you. It does not include any state, federal worker or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide non-occupational disability benefits.

Recognizing the tribe as a sovereign nation, with its corresponding civil jurisdiction, the actual benefits provided by this policy are subject to the tribal ordinance related to workers compensation benefits, in effect as of the effective date of this policy.

In the absence of a tribal ordinance you may or may not elect to utilize a state's workers' compensation benefit levels as a guideline for the benefits payable under this policy. However, in no event shall benefits payable exceed such state level benefits. The mere use of a state's benefit levels as a guide for payments, however, does not constitute an adoption of such state's benefit levels and shall not be construed as a waiver of your sovereign immunity.

D. Locations

This policy covers all of your workplaces listed in Item 1 of the Information Page and/or an attached Schedule of Locations (HGU207C).

E. Law

For the purposes of this policy, law shall mean, unless otherwise specifically identified, tribal ordinance or any other law to which you are subject.

PART ONE - SOVEREIGN NATION WORKERS' COMPENSATION INSURANCE

A. How This Insurance Applies

This Sovereign Nation Workers' Compensation Insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits provided for in Item 3.A. of the Information Page.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceedings or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but no loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;

3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the share of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits provided by this policy and the applicable tribal ordinance including those required because:

1. of your willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation to which you are subject; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of law.

If we make any payments in excess of the benefits regularly provided by this policy and the applicable tribal ordinance on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury.

You will do everything necessary to protect those rights for us and to help us enforce them.

Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the sovereign nation workers' compensation insurance. We are bound by decisions against you under applicable law, subject to the provisions of this policy that are not in conflict with that law.
5. Terms of this insurance that conflict with Federal Law or tribal ordinance(s) are changed by this statement to conform to Federal Law or tribal ordinance(s).

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO – SOVEREIGN NATION EMPLOYERS' LIABILITY INSURANCE

A. How This Insurance Applies

This Sovereign Nation Employer's Liability Insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work at a location of the Assured listed in Item 1 of the Information Page and/or an attached Schedule of Locations (HGU207C).
3. Bodily injury by accident must occur during the policy period.

4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the jurisdiction of the applicable tribe.

B. We Will Pay

We will pay all sums you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Sovereign Nation Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. for which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee.
2. for care and loss of services, and
3. for consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee;

Provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and

4. because of bodily injury to your employee that arises out of and in the course of employment claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;

2. punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. any obligation imposed by a workers' compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. bodily injury intentionally caused or aggravated by you;
6. bodily injury occurring outside of the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal workers or workmen's compensation law or other federal occupation disease law, or any amendments to these laws;
9. bodily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. bodily injury to a master or member of the crew of any vessel;

11. fines or penalties imposed for violation of any law to which you are subject; and
12. damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued hereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability that remains available under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the share of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by Accident - each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease - policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by diseases, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease - each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. the amount you owe has been determined with our consent or by actual trial and final judgment.

The insurance does not give anyone the right to add us as a defendant in an action against you to

determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligation under this Part Two Coverage.

PART THREE -- YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and any other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Cooperate with us in the resolution of any dispute.
6. Do nothing after an injury occurs that would interfere with our right to recover from others.
7. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FOUR -- PREMIUM

A. Our Manuals

All premiums for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may not change the rate(s) applicable to this policy during the policy term for classes shown on H420016 attached to this policy at the inception of this policy.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would

have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium bases by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Sovereign Nation Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers' compensation obligations.

D. Premium Payments

You will pay all premium when due.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classification and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.

2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy periods and within three years after the policy periods ends. Information developed by audit will be used to determine final premium.

PART FIVE-- CONDITIONS

A. Inspection

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.

E. Sole Representative

The Assured first named in Item 1 of the Information Page will act on behalf of all Assureds in accepting notice of change to this policy, accepting any return premium and in giving or receiving notice of cancellation.

F. Arbitration

- (i) All disputes which may arise between us and you out of or in relation to this Insurance (including disputes as to its validity, construction or enforceability), or for its breach, shall be finally settled by arbitration. The arbitration hearing shall be conducted in accordance with the commercial rules of the American Arbitration Association unless you and we agree otherwise.
- (ii) Unless the parties consent in writing to a lesser number, the arbitration panel shall consist of three (3) arbitrators, the first to be appointed by us, the second to be appointed by you and the third by the two (2) arbitrators so appointed.
- (iii) The award of the arbitration panel may be, alternatively or cumulatively, for monetary damages, an order requiring the performance of the obligations under this Insurance, or any other appropriate order or remedy. The award shall assign all costs of the arbitration to one or both parties. Any award rendered in the arbitration is hereby agreed by us and you as being in full and final settlement of the dispute to which it related.

G. Sovereign immunity

You agree not to waive sovereign immunity from litigation respecting any claims hereunder. No waiver of sovereign immunity is intended or implied. The company, with the tribe's approval, which shall not be unreasonably withheld, may deny liability and / or raise the defense of sovereign

immunity in any litigation when it is necessary or appropriate to protect the interests of the tribe.

P.O. Box 609015
San Diego, CA 92160
D 800 552 8921
F 858 277 4519
www.TribalFirst.com

TRIBAL FIRST

September 11, 2015

Ms. Gloria Mendoza
9 Dogwood Lane
Los Lunas, NM 87031

Certified Mail# 91 7199 9991 7035 2227 3975

RE: Employee: Gloria Mendoza
 Employer: Isleta Resort & Casino
 D.O.I.: 08/24/2015
 Claim No.: 2015262808

Dear Ms. Mendoza:

We are handling your claim for workers' injury benefits on behalf of your employer.

Tribal First has received your claim for alleged right injury from your duties as a Custodial Porter. We have made a decision in regards to your claim.

Per Isleta Resort & Casino work injury program, claims are to be reported within 24 hours. Since you did not report your claim timely per Isleta Resort & Casinos' work injury program, your claim is denied.

All medical treatment in relation to your claim of 08/24/2015 should be handled under the auspices of your private insurance, or will otherwise be considered self-procured and your financial responsibility.

If you disagree with our decision, you will need to submit a written appeal that must be received in our office within thirty (30) days of the date of this letter. Your appeal must set forth the specific reasons for disagreement with our decision. Failure to appeal this decision within this time frame will render our decision final and binding, and no consideration will be given to any appeal received after the thirty (30) day period has expired.

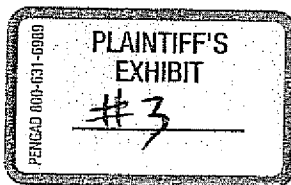
If you have any questions, please contact me at (800)552-8921.

Sincerely,



Erica Brown
Senior Claims Examiner, Tribal First
(800)552-8921

CC: Isleta Resort & Casino



TRIBAL FIRST

November 23, 2015

State of New Mexico Workers Compensation Administration
 2410 Centre Ave. SE
 Albuquerque, NM 87106

RE: Employee : Gloria Mendoza
 Employer : Isleta Resort & Casino
 Date of Injury : 08/24/2015
 Claim No. : 2015262808

Tribal First is the Third Party Administrator with regard to the above-referenced claim. We are in receipt of your correspondence dated 11/18/2015.

Because this person was employed by Isleta Resort & Casino, a Tribal entity, and the Tribe has not waived its sovereign immunity relative to the administration of this claim, the state's workers' compensation appeals board lacks jurisdiction over this matter. However, your client's claim will be handled fairly and in accordance with Tribal policies and procedures relative to claims administration.

As you may be aware, a Tribe enjoys sovereign immunity for claims that happen in Indian Country, and can "exercise sovereign power over non-Indians who enter tribal land." *Williams v. Lee*, 358 U.S. 217, 233 (1959). The term "Indian Country" encompasses more than just the reservation itself; it also includes land set aside for "dependent Indian communities" (*United States v. McGowan*, 302 U.S. 535 (1938)) and "allotments" (*United States v. Pelican*, 232 U.S. 442 (1914)).

Since 1832, when Chief Justice Marshall held in *Worcester v. Georgia* that "the Indian tribes had always been considered independent political communities, retaining their original natural rights," and finding that tribes should be viewed as "a distinct community, occupying its own territory" over which the laws of the state "can have no force," *Worcester v. Georgia*, 31 U.S. (6 Pet.) 515, 8 L.Ed. 483 (1832), it has been a well-settled principle that states have no jurisdiction over tribal affairs "absent a clear waiver by the tribe or congressional abrogation." *Santa Clara Pueblo v. Martinez*, 436 U.S. 49, 98 S.Ct. 1670, 56 L.Ed.2d 106 (1978).

In further recognition of the Tribes' inherent rights, the U.S. Supreme Court has held that the "policy of leaving Indians free from state jurisdiction and control is deeply rooted in this nation's history," *McClanahan v. Arizona State Tax Commission* 411 U.S. 168 (1973), and that such policy is supported by the federal pre-emption doctrine as well as the Tribes' internal sovereign rights. *White Mountain Apache Tribe v. Bracker* 448 U.S. 136 (1980).

Pursuant to the Indian Reorganization Act, tribes are allowed to form corporations and other quasi-corporate entities in order to compete in the world of commerce without waiving their immunity. 25 U.S.C. Sections 461-494. An exception exists if a "sue or be sued" clause is applicable relative to a Section 17 Corporation, however, this would normally only apply to public corporations, such as housing authorities. *Marceau v. Blackfeet Housing Authority*, 2006 DJDAR 9542. Otherwise, a tribal entity, "as an arm of the Tribe, enjoys the full extent of the Tribe's sovereign immunity." *Ninigret Development Corporation v. Narragansett Indian Wetuomuck Housing Authority*, (1st Cir. 2000), 207 F.3d 21, 29.

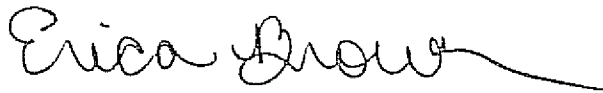
Officers of a Tribal business entity are also personally protected under this doctrine. *White Mountain Apache Indian Tribe v. Shelley* 107 Ariz. 4, 6-7, 480 P.2d 654 (1971). So long as "the actions of an officer do not conflict with the terms of his valid statutory authority, then they are actions of the sovereign, whether or not they are tortious under general law." *Boisclair v. Superior Court* 51 Cal.39 1140 (1990).

Furthermore, the location of the activity is not determinative with regard to the application of sovereign immunity. *In re Greene* (9th Cir. 1992) 980 F.2d 590, 593-597. Tribal sovereignty exists "without drawing a distinction based on where the tribal activities occurred...nor...between governmental and commercial activities of a tribe." *Kiowa Tribe of Oklahoma v. Manufacturing Technologies, Inc.* (1998) 523 U.S. 751; 140 L.Ed.2d 981. Thus, the doctrine of sovereign immunity extends beyond the geographical borders of a tribe's reservation and covers commercial activities with persons who are not members of the tribe. (*Id.*).

Therefore, as stated above, this claim is not subject to the jurisdiction of the state's workers' compensation appeals board.

Thank you, and kindest regards.

Sincerely,



Erica Brown
Senior Claims Examiner, Tribal First
(800)552-8921

cc: Isleta Resort & Casino; LeeAnn Ortiz



TRIBAL FIRST

858 277 4519
www.TribalFirst.com

March 15, 2018

Mr. Anthony Chavez
15 Sweet Adeline
Tijeras, NM 87059

CERTIFIED MAIL # 91 7199 9991 7037 2928 0493

Re: Insured : Isleta Resort & Casino
Claimant : Anthony Chavez
Date of Loss : 12/18/2017
Claim # : 2017308528

NOTICE OF DENIAL OF BENEFITS

Dear Mr. Chavez:

Tribal First is the third party administrator responsible for handling workers' compensation claims on behalf of your employer. We have received your claim for the above-referenced date of injury involving your RIGHT Knee.

After a thorough investigation and review of all information received, we have determined that your claim is not compensable under your employer's work injury program.

Your claim for workers' compensation benefits has been denied because in order to be compensable, an injury must both arise out of and occur within the course and scope of your employment. Based on our employer level investigation there is no evidence to support that your job duties or anything having to do with your employment caused your knee to hyper-extend. You were walking and you stepped wrong causing your knee to hyper-extend. Walking is an everyday part of life. Therefore, your injury did not arise out of your employment. Further, you have a history of pre-existing injuries to your right knee.

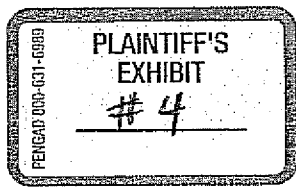
Under Section 02.10.023 (1) (a), if you disagree with our decision you must submit a written appeal that must be received in our office within thirty (30) days of the date of this letter. Your appeal must set forth the specific reasons for disagreement with our decision. Failure to appeal this decision within this time frame will render our decision final and binding, no consideration will be given to any appeal received after the thirty (30) day period has expired.

If you have any questions regarding our decision, the contents of this letter, or if you wish to discuss any aspect of our claim, please do not hesitate to contact me at (800)552-8921.

Sincerely,
Erica Brown

Erica Brown
Senior Claims Examiner, Tribal First
(800)552-8921

Isleta Resort & Casino



P.O. Box 609015
San Diego, CA 92160
O 800 552 8921
F 858 277 4519
www.TribalFirst.com

TRIBAL FIRST

July 31, 2017

Ms. Maria Holguin-Gallegos
4470 Isleta SW Space H
Albuquerque, NM 87105

CERTIFIED MAIL # 9171999991703616438235

Re: Insured : Isleta Resort & Casino
Claimant : Maria Holguin-Gallegos
Date of Loss : 03/14/2017
Claim # : 2017301402

NOTICE OF DENIAL OF BENEFITS

Dear Ms. Holguin-Gallegos:

Tribal First is the third party administrator responsible for handling workers' compensation claims on behalf of your employer. We have received your claim for the above-referenced date of injury involving LEFT SIDE/SHOULDER.

After a thorough investigation and review of all information received, we have determined that your claim is not compensable under your employer's work injury program.

Your claim for workers' compensation benefits has been denied because you were not clocked into work when your injury occurred. Based on Isleta Resort & Casino Coverage Form, injuries suffered outside the beginning and ending work time are not compensable.

The above is supported by the Tribe's Workers' Compensation Coverage Form

- Section: 2.10.005 - 7

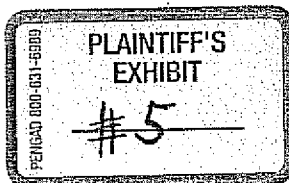
Under Section 02.10.023 (1)(a), if you disagree with our decision you must submit a written appeal that must be received in our office within thirty (30) days of the date of this letter. Your appeal must set forth the specific reasons for disagreement with our decision. Failure to appeal this decision within this time frame will render our decision final and binding, no consideration will be given to any appeal received after the thirty (30) day period has expired.

Should you have any questions regarding our decision, the contents of this letter, or if you wish to discuss any aspect of your claim, please do not hesitate to contact me at (800)552-8921.

Sincerely,

Erica Brown

Erica Brown
Senior Claims Examiner, Tribal First
(800)552-8921



cc: Isleta Resort & Casino; LeeAnn Ortiz, Esq; Johson Barnhouse & Keegan LLP