



## SHINGLE SPRINGS BAND OF MIWOK INDIANS

SHINGLE SPRINGS RANCHERIA  
(VERONA TRACT), CALIFORNIA  
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### CASINO PATRON DISPUTE POLICY AND REGULATIONS

#### Section 1. Purpose

In accordance with Section 10.0 of the Compact, the purpose of this Policy is to provide a fair process for Claimants to resolve disputes over the play or operation of any game arising at the Tribe's Casino.

#### Section 2. Definitions

Wherever used in this Policy, the terms defined in this section shall have the following meaning.

- A. **“Casino”** – refers to the Red Hawk Casino;
- B. **“Claimant”** - means a patron of the Casino by or on whose behalf a claim over the play or operation of any game, including any refusal to pay to a patron any alleged winnings from any game, is made pursuant to this Policy;
- C. **“Claim”** – means a claim over the play or operation of any game, including any refusal to pay to a patron any alleged winnings from any game;
- D. **“Compact”** - refers to the 2020 Tribal-State Gaming Compact Between The Shingle Springs Band of Miwok Indians and The State of California;
- E. **“Gaming Commission”** - means the Shingle Springs Tribal Gaming Commission, a governmental entity of the Tribe formed to protect the welfare and livelihood of the Shingle Springs Band of Miwok Indians by ensuring that Red Hawk Casino complies with all Federal, State and Tribal gaming laws;
- F. **“Gaming Facility”** - refers to the Red Hawk Casino;
- G. **“Gaming Operation”** – means each economic entity that is licensed by the Tribe, operates games, receives gaming revenues, issues prizes, and pays gaming related expenses. A gaming operation may be operated by the Tribe directly or by a management contractor;
- H. **“Policy”** - means this Casino Patron Dispute Policy and Regulations;

- I. **“Tribal Claims Commission”** – means a three member commission established by the Tribal Claims Commission Ordinance, which shall have at least one (1) representative of the tribal government and as least one (1) commissioner who is not a member of the Tribe. No member of the Tribal Claims Commission may be employed by the Gaming Facility or Gaming Operation.
- J. **“Tribal Court”** - means the Shingle Springs Tribal Court established pursuant to Tribal ordinance;
- K. **“Tribe”** – refers to the Shingle Springs Band of Miwok Indians, a federally-recognized Indian tribe, or an authorized official or agency thereof;

All other terms not defined in this Policy shall have the definition assigned to them in the Compact.

### **Section 3. Limited Waiver of Sovereign Immunity**

For Claims over the play or operation of any game under this Policy, if the Claimant has exhausted the Tribal Dispute Process, the Tribe expressly waives its right to assert sovereign immunity in connection with the Tribal Court system, Tribal Claims Commission, and JAMS Optional Arbitration Appeal Procedure and in any action to;

- A. Enforce an obligation provided in this policy;
- B. Enforce or execute a judgment based upon the award.

This waiver shall not apply to claims made against individual Tribal officials or employees.

### **Section 4. Tribal Dispute Resolution Process**

The Claimant must first exhaust the Tribal Dispute Resolution Process before he or she may bring a Claim over the play or operation of any game under this Policy to Tribal Court or Tribal Claims Commission. The process for Tribal Dispute Resolution shall be;

**Step 1.** Upon initial dispute, the Gaming Operation shall provide the Claimant with a guest dispute pamphlet, which outlines required action and timing. A Claimant must make a written complaint to the Gaming Commission within five (5) days of the play or operation at issue.

**Step 2.** Upon receiving the complaint, the Gaming Operation shall provide the Claimant with written notice of the Claimant’s rights to request a resolution of the dispute within five (5) days of receipt of the written complaint, and if dissatisfied with the resolution, seek resolution in either Tribal Court or through the Tribal Claims Commission. The Gaming

Operation shall also provide the Claimant with an Administrative Claim Form as well as a copy of the Casino Patron Dispute Policy.

1. If the Claimant does not receive this notification in accordance with the foregoing, all deadlines in this Policy shall be removed and the patron may file a claim within six (6) months of the day of the play or operation of a game giving rise to the dispute.
2. Providing a copy of this Policy shall be sufficient to fulfill the notification requirement.

**Step 3.** Upon receiving the written notification described in Step 2 above, the Claimant has thirty (30) days of the day on which the dispute occurred to submit an Administrative Claim Form to request dispute resolution with the Gaming Commission.

**Step 4.** Upon receipt of the Administrative Claim Form, the Gaming Commission shall conduct an appropriate investigation, and shall render a decision within sixty (60) days of the patron's request, that;

1. Is in writing;
2. Sets forth the reasons for the decision;
3. Is based on the facts surrounding the dispute; and
4. Is in accordance with industry practice extant in Nevada.

**Step 5.** If the Claimant is dissatisfied with the decision of the Gaming Commission, or no decision is issued within the sixty (60)-day period, the Claimant may request that the dispute be settled either in the Tribal Court or by a Tribal Claims Commission. The request must be in writing and mailed to the Gaming Commission Chairperson within sixty (60) days from the date of mailing of the notice of denial. The decision to choose either the Tribal Court or Tribal Claims Commission shall be at the Claimant's sole discretion.

**Statute of Limitations.** The demand for Tribal Court or Tribal Claims Commission review must be filed within three (3) months of the date of the request made in Step 5, otherwise the case will be forever barred.

**Excluded Individuals.** Individuals who are excluded from the Casino are not eligible to collect winnings or to file a claim for winnings under this Policy. Excluded individuals must have notice of their exclusion, as evidenced by either; 1) A signed Exclusion Form, or 2) A mail receipt showing delivery of the Exclusion Form to the individual's address on file with the Casino.

## **Section 5. Tribal Court**

If the Claimant requests the dispute be settled in Tribal Court, the Tribe shall consent provided the following apply;

- A. The Claimant must file a copy of the denial letter from the Gaming Commission along with the appeal application and must have exhausted the patron dispute process within the stated deadlines.
- B. Unless otherwise stated in this Ordinance, all Tribal Court rules and procedures shall apply.
- C. Resolution of the dispute before the Tribal Court system shall be at no cost to the Claimant (excluding the patron's attorney's and other professional fees and costs).
- D. The decision of the Tribal Court shall be binding on both parties.
- E. The decision of the Tribal Court shall be issued within thirty (30) days of the Tribal Court hearing. If there is no Tribal Court hearing, then a decision shall be issued within thirty (30) days of the date that the Casino files its response.

## **Section 6. Tribal Claims Commission**

If the Claimant requests the dispute be settled by the Tribal Claims Commission, the Tribe shall consent provided the following apply;

- A. The Claimant must file a copy of the denial letter from the Gaming Commission along with the appeal application and must have exhausted the patron dispute process within the stated deadlines.
- B. Unless otherwise stated in this Ordinance, all Tribal Claims Commission rules and procedures shall apply.
- C. Resolution of the dispute before the Tribal Claims Commission shall be at no cost to the Claimant (excluding the patron's attorney's and other professional fees and costs).
- D. The decision of the Tribal Claims Commission shall be binding on both parties.
- E. The decision of the Tribal Claims Commission shall be issued within thirty (30) days of the Tribal Claims Commission hearing. If there is no Tribal Claims Commission hearing,

then a decision shall be issued within thirty (30) days of the date that the Casino files its response.

## **Section 7. Appeals**

For claims exceeding \$500, any party dissatisfied with the award of the Tribal Court or Tribal Claims Commission may at the party's election appeal the matter to a tribal court of appeal, if one is established, or invoke the JAMS Optional Arbitration Appeal Procedure (and if those rules no longer exist, the closest equivalent).

A. JAMS Appeal – The Tribe consents to the jurisdiction of the JAMS Appeal provided that the James Appeal meet the following requirements:

- 1) Take place in El Dorado County; and
- 2) Use one (1) arbitrator, agreed upon by the parties, and shall not be a de novo review, but shall be based solely upon the record developed in the Tribal Court or Tribal Claims Commission proceeding; and
- 3) Review all determinations of the Tribal Court or Tribal Claims Commission on matters of law, but shall not set aside any factual determinations of the Tribal Court or Tribal Claims Commission if such determination is supported by substantial evidence; and
- 4) Not overturn the decision of the Tribal Court or Tribal Claims Commission if there is a conflict in the evidence such that a reasonable fact-finder could have found for either party.
- 5) If there is no tribal court of appeal, the cost and expense of the JAMS Optional Arbitration Appeal Procedure (“JAMS appeal”) shall be initially borne equally by the Tribe and the patron and both parties shall pay their share of the JAMS appeal costs at the time the JAMS appeal option is elected, but the JAMS arbitrator shall award costs and expenses to the prevailing party (but not attorney's fees). If a tribal court of appeal is available, the party electing the JAMS appeal option shall bear all costs and expenses of the JAMS appeal, regardless of the outcome, and each party will bear their own attorney's fees.

B. Tribal Court of Appeals – The Tribe consents to the jurisdiction of the Tribal Court of Appeals provided that the Tribal Court of Appeals shall:

- 1) Be governed by the Tribal Court of Appeal's rules and procedures; and

- 2) Review all determinations of the Tribal Court or Tribal Claims Commission on matters of law, but shall not set aside any factual determinations of the Tribal Court or Tribal Claims Commission if such determination is supported by substantial evidence; and
- 3) Not overturn the decision of the Tribal Court or Tribal Claims Commission if there is a conflict in the evidence such that a reasonable fact-finder could have found for either party.
- 4) Resolution of the dispute before the Tribal Court system shall be at no cost to the Claimant (excluding the patron's attorney's and other professional fees and costs).

**Section 8. Amendments**

This Policy, or any section herein, may be amended by a majority vote of the Tribal Council.

**Section 9. Severability**

If any part of this Policy is found void and without legal effect, the remainder of the Policy shall continue to remain in full force and effect, as though such part had not been contained therein.

**Section 10. Effective Date**


This Ordinance shall become effective upon adoption by the Tribal Council and shall replace all existing patron dispute policies thereby encompassing all past, present and future claims.

**CERTIFICATION**

As a duly-elected official of the Shingle Springs Band of Miwok Indians, I do hereby certify that, at a meeting duly called, noticed, and convened on the 21st day of January, 2021 at which time a quorum of ( 7 ) was present, this policy was duly adopted by a vote of ( 7 ) FOR, ( 0 ) AGAINST, ( 0 ) ABSTAINED, and said policy has not been rescinded or amended in any form.

  
 Tribal Council Chairperson

January 21, 2021  
 Date

ATTEST  
  
 Tribal Council Secretary

January 21, 2021  
 Date