



September 19, 2022

VIA EMAIL

Chairman Temet A. Aguilar
Pauma Band of Luiseño Mission Indians
of the Pauma & Yuima Reservation
1010 Pauma Reservation Rd
Pauma Valley, CA 92061
paumareservation@aol.com

**Re: Pauma Band of Luiseño Mission Indians of the Pauma & Yuima
Reservation's Amended Gaming Ordinance and Regulations**

Dear Chairman Aguilar,

This letter responds to the July 8, 2022 submission on behalf of the Pauma Band of Luiseño Mission Indians of the Pauma & Yuima Reservation (Tribe) informing the National Indian Gaming Commission (NIGC) that the Tribe amended its gaming ordinance and regulations. We understand that these amendments reflect changes in tribal law and ensure consistency with federal and state law as required by its gaming compact with the state of California. Upon review, many of the amendments are technical and non-substantive in nature, with some substantive changes made regarding sovereign immunity, third-party claims, disability and workers' compensation, and structural changes to the Pauma Gaming Commission's composition.

I would like to take this opportunity to remind the Tribe that 25 C.F.R. § 522.3 requires that a tribe submit for the Chairman's approval any amendment to an ordinance or resolution within fifteen (15) days after adoption.

Thank you for bringing these amendments to our attention. The amended ordinance and regulations, as noted above, are approved as they are consistent with the requirements of the Indian Gaming Regulatory Act and NIGC's regulations. If you have any questions or require anything further, please contact Logan Cooper at (503) 318-7524 or Logan.Cooper@nigc.gov.

Sincerely,

A handwritten signature in black ink that reads "E. Sequoyah Simermeyer".

E. Sequoyah Simermeyer
Chairman

cc: Executive Director Alex Sanchez, Pauma Gaming Commission, asanchez@paumatga.com
Joanne Willis Newton Esq., counsel, jwn@willisnewtonlaw.com

**Pauma Band of Luiseño Mission Indians of the Pauma & Yuima Reservation
Gaming Ordinance**

ARTICLE I: PURPOSE

The Pauma Band of Luiseño Mission Indians of the Pauma & Yuima Reservation (“Tribe”), acting through its General Council, pursuant to the Tribe’s inherent authority and Article 3 of the Tribe’s Articles of Association, duly ratified on June 28, 1968, hereby enacts this Ordinance in order to set the terms for its class II and class III Gaming Operation on the Pauma-Yuima Reservation.

ARTICLE II: DEFINITIONS

Section 1. General

Unless a different meaning is clearly indicated in this Ordinance, the terms used herein shall have the same meaning as defined in the Indian Gaming Regulatory Act (25 U.S.C. § 2701 *et seq.*), its regulations (25 C.F.R. § 500 *et seq.*), and the Compact between the State of California and the Tribe, as amended (“Compact”).

Section 2. Special Terms

In this Ordinance:

- (a) “Business Committee,” also known as the Tribal Council, means the committee authorized to represent the Tribe pursuant to Articles 3 and 6(C) of the Tribe’s Articles of Association ratified on June 28, 1968;
- (b) “Commission” means the Pauma Gaming Commission established pursuant to Gaming Regulation 012, duly adopted by the General Council;
- (c) “Compact” means the Tribal-State Compact between the Tribe and the State of California authorizing class III gaming activities, as required by IGRA, 25 U.S.C. § 2710(d)(1)(C) and amended from time to time;
- (d) “General Council” consists of all enrolled Tribal members who are twenty-one (21) years of age or older;
- (e) “IGRA” means the Indian Gaming Regulatory Act, 25 U.S.C. § 2701 *et seq.* and its regulations, 25 C.F.R. § 500 *et seq.*

- (f) “key employee” means:
- (1) A person who performs one or more of the following functions: bingo caller; counting room supervisor; chief of security; custodian of gaming supplies or cash; floor manager; pit boss; dealer; croupier; approver of credit; or custodian of gambling devices including persons with access to cash and accounting records within such devices;
 - (2) If not otherwise included, any other person whose total cash compensation is in excess of fifty-thousand dollars (\$50,000.00) per year; or
 - (3) If not otherwise included, the four (4) most highly compensated persons in the Gaming Operation;
- (g) “NIGC” means the National Indian Gaming Commission established pursuant to 25 U.S.C. § 2704;
- (h) “Primary Management Official,” in reference to the Gaming Operation, means:
- (1) The person having management responsibility for a management contract;
 - (2) Any person who has authority to hire and fire employees, or to set up working policy for the gaming operation; or
 - (3) The chief financial officer or other person who has financial management responsibility;
- (j) “State Gaming Agency” means the entity defined in Subsection 2.18 of the Compact;
- (k) “Tribal Council” is another name for the Business Committee;
- (l) “Tribal member” means any individual who is duly enrolled in the Tribe in accordance with the Tribe’s Articles of Association ratified on June 28, 1968 and any enrollment ordinance that may be enacted by the Tribe, as amended from time to time;
- (m) “Tribe” means the Pauma Band of Luiseño Mission Indians of the Pauma & Yuima Reservation;

Section 3. Status of Tribal Laws

The General Council may enact other tribal laws relating to gaming activities on the Pauma-Yuima Reservation. In the interest of organizing its gaming laws, the Tribe enacts laws implementing or expanding upon this Gaming Ordinance as regulations rather than as ordinances. Such gaming regulations have the full force of law; however, in the event of a conflict or inconsistency between the regulations and this Ordinance, the Ordinance shall govern. Furthermore, a gaming regulation is deemed to be an “ordinance” as that term is used in the Compact and shall satisfy the Tribe’s obligations under the Compact to adopt certain ordinances, including a labor relations ordinance, a workers’ compensation ordinance, a tort liability ordinance, and an environmental protection ordinance.

ARTICLE III: GAMING AUTHORIZED

Class II and class III gaming, as defined in 25 U.S.C. §§ 2703(7)(A) and 2703(8) and by the regulations promulgated by the NIGC at 25 C.F.R. §§ 502.3 and 502.4, is hereby authorized. The class III gaming activities authorized by this Ordinance are those gaming activities authorized under the Compact.

ARTICLE IV: OWNERSHIP OF GAMING

The Tribe, acting through the General Council, shall have the sole propriety interest in and responsibility for the conduct of the Gaming Operation authorized by this Ordinance.

ARTICLE V: USE OF GAMING REVENUES

Section 1. Use of Net Revenues

Net revenues from class II and class III gaming shall be used only for the following purposes:

- (a) to fund Tribal government operations and programs;
- (b) to provide for the general welfare of the Tribe and its members;
- (c) to promote Tribal economic development;
- (d) to donate to charitable organizations;
- (e) to help fund operations of local government agencies; or

- (f) to make contributions, as required by the Compact, to any revenue-sharing funds established for the benefit of the State or non-gaming tribes.

Section 2. Per Capita Payments

If the Tribe elects to make per capita payments to Tribal members, it shall authorize such payments only upon approval of a plan submitted to the Secretary of the Interior under 25 U.S.C. §§ 2710(b)(3).

ARTICLE VI: AUDIT

Section 1. Annual Audit

The Commission is responsible for arranging an annual independent audit of the Gaming Operation and shall submit the resulting audit reports to the NIGC. The annual audit shall be conducted by an independent certified public accountant, in accordance with the auditing and accounting standards for audits of casinos of the American Institute of Certified Public Accountants.

Section 2. Gaming Contracts

All gaming-related contracts that result in the purchase of supplies, services, or concessions in excess of twenty-five thousand dollars (\$25,000.00) annually, except contracts for professional legal and accounting services, shall be specifically included within the scope of the audit that is described in Section 1 of this Article.

ARTICLE VII: PROTECTION OF THE ENVIRONMENT,
PUBLIC HEALTH AND SAFETY

The Gaming Facility shall be constructed, maintained, and operated in a manner that adequately protects the environment and the public health and safety. The General Council shall adopt standards for protecting the environment and the public health and safety that are consistent with its obligations under the Compact. At a minimum, the standards for protecting the public health and safety shall include the following prohibitions:

- (a) If the Tribe permits the consumption of alcoholic beverages in the Gaming Facility, no person under the age of twenty-one (21) years shall be permitted to be present in any area in which class II or class III gaming activities are being conducted and in which alcoholic beverages may be consumed, to the extent required by the state Department of Alcoholic Beverage Control. No person under the age of eighteen (18) years shall be permitted to be present in any room in which class II or class III gaming activities are being conducted unless the person is en-route to a non-gaming area of the Gaming Facility.

- (b) Possession of firearms shall be prohibited at all times in the Gaming Facility operated under this Ordinance, except for possession of firearms by Tribal, State, or County security or law enforcement personnel authorized by Tribal, Federal, or State law to possess firearms at the facilities.

ARTICLE VIII: LICENSES

Section 1. License Requirements

The following persons and entities are required to be licensed by the Commission:

- (a) All gaming employees, including key employees and primary management officials, employed at the Gaming Operation operated under this Ordinance;
- (b) Gaming resource suppliers required to be licensed under Subsection 6.4.5 of the Compact and other vendors required to be licensed under Section III of Gaming Regulation 001, Licensing and Background Investigation Procedures;
- (c) Financial sources required to be licensed under Subsection 6.4.6 of the Compact;
- (d) The Gaming Facility where class II or class III gaming is conducted under this Ordinance;
- (e) Labor unions and representatives of labor unions who are granted access to the Tribe's Gaming Facility or employees;
- (f) Any other persons whose job duties or scope of work require or authorize them to have access to non-public areas of the Tribe's Gaming Facility, whether or not such persons are employed by the Tribe or Gaming Operation, unless such person remains under the escort of a licensee or is a Tribal official who has cleared a background check as a condition of holding his/her position and is present in such area as part of his/her official duties; and
- (g) Any other person determined by resolution of the Business Committee to require licensing.

Section 2. Background Investigations

The Commission or its agents shall conduct an investigation of license applicants sufficient to make a determination under Section 3 of this Article. The Commission and its agents are authorized to receive State summary criminal history information, as defined in

Subsection 11105(a) of the California Penal Code, or a copy thereof, maintained under a person's name by the California Department of Justice and shall not knowingly furnish such records or information to a person who is not authorized to receive the record or information. In conducting a background investigation, the Commission or its agent shall keep confidential the identity of each person interviewed in the course of the investigation.

Section 3. Eligibility Determination

The Commission shall review an applicant's prior activities, criminal record, if any, and reputation, habits, and associations to make a finding concerning an applicant's eligibility for a license. A license may not be issued unless the Commission is satisfied the applicant is a person of good character, honesty, and integrity. The Commission shall not license a person if the Commission determines that the licensing of the person: poses a threat to the public interest or to the effective regulation of gaming; creates or enhances dangers of unsuitable, unfair, or illegal practices, methods, and activities in the conduct of gaming or the carrying on of business and financial arrangements incidental thereto; or will undermine public trust that Tribal gaming is free from criminal and dishonest elements and would be conducted honestly.

Section 4. Periodic Review

The Commission shall review and, if appropriate, renew each license it issues at least every two (2) years after issuance.

Section 5. Reporting

To the extent required by IGRA and the Compact, the Commission shall promptly forward applications, background investigation reports, and related information to the NIGC and the State Gaming Agency and notify the NIGC and the State Gaming Agency of its decisions to deny, issue, suspend, or revoke licenses.

Section 6. Additional Requirements

The General Council shall adopt, and the Commission shall implement, regulations providing for such additional licensing and background investigation requirements and procedures as it deems appropriate, provided that such additional requirements are at least as stringent as those contained in IGRA (i.e., 25 U.S.C. § 2710(b)(2)(F) and 25 C.F.R. Parts 556 and 558) and the Compact.

ARTICLE IX: ENFORCEMENT

The General Council shall promulgate regulations authorizing the Commission or other agent of the Tribe to investigate reported violations of this Ordinance, other Tribal regulations,

IGRA, or the Compact and to impose fines or other sanctions within the Tribe's jurisdiction against persons who interfere with the Tribe's obligations under this Ordinance, Tribal regulations, IGRA, or the Compact.

ARTICLE X: RESOLUTION OF PATRON DISPUTES

Patron disputes shall be resolved as follows:

- (a) To the extent that a particular patron dispute falls within the scope of a gaming regulation, it shall be processed in accordance with such regulation, including but not limited to:
 - (1) Patron disputes over the play or operation of any class III game shall be processed in accordance with Gaming Regulation 002, Procedures for Resolving Gaming-Related Patron Disputes;
 - (2) Patron claims for money damages resulting from property damage and personal injury arising out of or related class III gaming activities shall be processed in accordance with Gaming Regulation 004, Third Party Injuries Regulations;
 - (3) Patron disputes over exclusion from the Gaming Facility shall be processed in accordance with Gaming Regulation 014, Exclusions; and
- (b) Patrons of the Gaming Facility who have complaints against the Gaming Operation, including disputes with any management contractor or its employees, which complaints are not addressed in a gaming regulation, shall have as their sole remedy the right to file a complaint with the Gaming Operation. The Gaming Operation's authorized management personnel will render a decision in a timely fashion and all such decisions will be final when issued, unless the decision was not made by the highest ranking manager of the Gaming Operation, in which case the decision shall be subject to further review by the highest ranking manager of the Gaming Operation if the patron is dissatisfied with the lower ranking manager's decision.

ARTICLE XI: SERVICE OF PROCESS

The Tribe designates the Tribe's Business Committee as its agent for service of any official determination, order, or notice of violation.

ARTICLE XII: REPEAL

Once adopted and certified this Ordinance will replace any earlier version(s).

ARTICLE XIII: SEVERABILITY

If any provision of this Ordinance 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 XIV: SOVEREIGN IMMUNITY

The sovereign immunity of the Tribe is in no manner waived by this Ordinance or by any action by the Gaming Operation, the Commission, or any employee of the Gaming Operation, the Commission, or the Tribe acting pursuant to this Ordinance.

ARTICLE XV: AMENDMENT OF ORDINANCE

This Ordinance may be amended or repealed upon approval by the General Council, and any such amendment or repeal shall be effective upon the date of the General Council's decision, unless otherwise determined by the General Council.

ARTICLE XVI: EFFECTIVE DATE

This Ordinance shall become effective immediately upon its approval by the Chairman of the NIGC or ninety (90) days after the date of its submission to the Chairman of the NIGC if he or she fails to approve or disapprove this Ordinance within those ninety (90) days.

CERTIFICATION

I, the undersigned, as Secretary of the Pauma Band of Luiseño Mission Indians of the Pauma & Yuima Reservation, do hereby certify that this Ordinance was reviewed and adopted at a General Council meeting held on June 11, 2000, by a vote of 45 in favor, 0 opposed and 0 abstaining, and amended by the General Council pursuant to the results of a general mail-out ballot of 25 votes in favor, 0 votes opposing, and 1 vote abstaining, results recorded on April 22, 2004, the results of a general mail out ballot of 41 votes in favor, 0 votes opposing, and 4 votes abstaining, results recorded on December 29, 2004, the results of votes taken at General Council meetings held on March 5, 2006, with 51 in favor, 0 opposing, and 0 abstaining, on November 8, 2009, with 61 in favor, 0 opposing, and 0 abstaining, and the results of a general mail-out ballot, by a vote of 25 in favor, 18 opposed and 1 abstaining, recorded on November 19, 2020, and that this Ordinance has not been further amended or rescinded in any way.

11/19/2020
Date


Tribal Secretary

**Pauma Band of Luiseño Mission Indians of the Pauma & Yuima Reservation
Gaming Regulation 001**

Licensing and Background Investigation Procedures

I. Purpose

This Regulation describes the procedures to be followed by the Pauma Gaming Commission (the “Commission”) when conducting background investigations and issuing licenses in connection with the Gaming Facility operated on the Pauma-Yuima Reservation pursuant to the Tribe’s Gaming Ordinance.

II. Interpretation

This Regulation supplements the provisions of the Tribe’s Gaming Ordinance, the Indian Gaming Regulatory Act (25 U.S.C. § 2701 *et seq.*) and its regulations (25 C.F.R. § 500 *et seq.*) (“IGRA”), and the gaming compact between the Tribe and the State of California (the “Compact”), which are incorporated herein. In the event of a conflict or inconsistency between this Regulation and the provisions of the Gaming Ordinance, IGRA, or the Compact, the provisions of the Gaming Ordinance or the Compact prevail to the extent of the conflict or inconsistency. Unless specified otherwise, terms used herein shall have the same meaning as in the Gaming Ordinance or the Compact.

III. Scope

The following persons and entities are required to be licensed by the Commission, and as a basis for issuing a license, the Commission must conduct or cause to be conducted a background investigation of those persons listed in paragraphs A - F below:

- A. All gaming employees, including key employees and primary management officials, employed by the Gaming Operation operated under the Gaming Ordinance;
- B. Gaming resource suppliers required to be licensed under Subsection 6.4.5 of the Compact and, at the Commission’s discretion, other vendors who provide, or are likely to provide at least twenty-five thousand dollars (\$25,000.00) in goods or services in any 12-month period;
- C. Financial sources required to be licensed under Subsection 6.4.6 of the Compact;
- D. The Gaming Facility where class II or class III gaming is conducted under the Gaming Ordinance;

- E. Labor unions and representatives of labor unions who are granted access to the Tribe's Gaming Facility or employees;
- F. Any other persons whose job duties or scope of work require or authorize them to have access to non-public areas of the Tribe's Gaming Facility, whether or not such persons are employed by the Tribe or Gaming Operation, unless such person remains under the escort of a licensee or is a Tribal official who has cleared a background check as a condition of holding his/her position and is present in such area as part of his/her official duties; and
- G. Any other person determined by resolution of the Business Committee to require licensing.

IV. Powers and Responsibilities

The Commission has the following powers and responsibilities:

- A. To conduct or cause to be conducted background investigations;
- B. To receive, directly or through its agents, State summary criminal history information, as defined in Subsection 11105(a) of the California Penal Code, as maintained under a license applicant's name by the California Department of Justice, and to take such measures as are reasonably necessary to prevent the release of such records or information to persons who are not authorized by law to receive the record or information;
- C. To prepare or cause to be prepared an investigative report in compliance with the Gaming Ordinance;
- D. To review and approve the investigative work done;
- E. To obtain and process fingerprints, directly or through its agents;
- F. To forward license applications and the results of the background investigations to the National Indian Gaming Commission ("NIGC") and the State Gaming Agency, to the extent required by IGRA and the Compact;
- G. To make eligibility determinations in accordance with Section IX of this Regulation;

- H. To issue, deny, suspend, revoke, and renew licenses in accordance with the provisions of this Regulation; and
- I. To maintain records on persons who have been issued or denied a license, as well as persons otherwise prohibited from engaging in gaming activities within the Tribe's jurisdiction, for a period of three (3) years from the date on which the license expired, was revoked, or was denied.

V. Scope of Background Investigations

The Commission shall conduct or cause to be conducted all necessary background investigations reasonably required to determine that an applicant is eligible for a license in accordance with the standard set forth in Section IX of this Regulation. The information submitted by the applicant may be verified by written or oral communication. The disposition of all potential problem areas noted and disqualifying information obtained shall be documented by the Commission. The minimum procedures for conducting background investigations on applicants for licenses are as follows:

- A. Criminal history check, including a check of records maintained by the Federal Bureau of Investigations and the California Department of Justice;
- B. Civil history check;
- C. Financial and credit check;
- D. Reference check;
- E. Previous business and employment check;
- F. Relative check;
- G. Business and personal associates check;
- H. Fingerprint check; and
- I. Educational verification.

VI. Cooperation

The Commission shall cooperate with the State Gaming Agency in sharing as much background information as possible, in order to maximize investigative efficiency and thoroughness and to minimize investigative costs.

VII. Fingerprinting

The Commission shall be deemed to be the Tribe’s law enforcement agency for the purpose of taking fingerprints and conducting criminal history checks under this Regulation. The Commission may elect to process fingerprint cards directly on behalf of the Tribe or to process fingerprint cards through the State Gaming Agency or the NIGC and may execute such documents as may be necessary to enter into such an arrangement. Fingerprint cards shall be submitted to the Federal Bureau of Investigations and the California Department of Justice in order to obtain criminal history record information.

VIII. Confidentiality

The identity of third parties interviewed during the course of background investigations shall be kept confidential, unless the third party has consented in writing to the disclosure of such information.

IX. Eligibility Determinations

The Commission shall review an applicant's prior activities, criminal record, if any, and reputation, habits, and associations to make a finding concerning an applicant’s eligibility for a license. A license may not be issued unless the Commission is satisfied the applicant is a person of good character, honesty, and integrity. The Commission shall not license a person if the Commission determines that the licensing of the person: poses a threat to the public interest or to the effective regulation of gaming; creates or enhances dangers of unsuitable, unfair, or illegal practices, methods, and activities in the conduct of gaming or the carrying on of business and financial arrangements incidental thereto; or will undermine public trust that Tribal gaming is free from criminal and dishonest elements and would be conducted honestly.

In making findings concerning the eligibility of license applicants, the Commission shall take into consideration any of the following circumstances:

- A. If the applicant knowingly and intentionally provided false statements or information or omitted relevant information on the application, or otherwise misrepresented or failed to disclose a material fact to the Commission;
- B. If the prior activities, criminal record, reputation, habits, and associations indicate that the person may be a threat to the public interest or to the effective regulation and control of gaming;
- C. If association with or employment of this applicant creates or enhances the dangers of unsuitable, unfair, or illegal practices, methods, and activities in the

conduct of gaming or the carrying on of the business and financial arrangements incidental thereto;

- D. If the applicant has violated, failed, or refused to comply with the provisions, requirements, conditions, limitations, or duties imposed by any provision of the Compact, or any Tribal, Federal, or State laws, or possesses knowledge that such violation has occurred upon any premises occupied or operated by any such person or over which he or she has/had substantial control;
- E. If the applicant knowingly caused, aided, abetted, or conspired with another to cause any person or entity to violate any Tribal, Federal, or State laws or the provisions of the Compact;
- F. If the applicant has ever obtained a license by fraud, misrepresentation, concealment, or through inadvertence or mistake;
- G. If the applicant has ever been convicted of, or forfeited bond upon a charge of, or plead guilty to, forgery, larceny, extortion, conspiracy to defraud, willful failure to make required payment or reports to any Tribal, Federal, or State, or U.S. government agency at any level, or filed false reports therewith, or of any similar offense(s), or of bribing or otherwise unlawfully influencing a public official or employee of a Tribal, Federal, or State government, or of any felony or misdemeanor involving any gaming activity, physical harm to individuals, or moral turpitude;
- H. If the applicant is subject to current prosecution, pending charges, or a conviction under appeal for any of the offenses listed above. Upon request of the applicant, the Commission may defer decision on the application pending the results of such prosecution or appeal;
- I. If the applicant has demonstrated a willful disregard for compliance with a gaming regulatory authority in any jurisdiction or has ever had a gaming license issued by any Tribe, State, or foreign gaming regulatory agency suspended, revoked, or denied; or
- J. If the applicant has failed to provide any information requested by the Commission within fourteen (14) days of the request for the information.

X. Privacy Notice

- A. The following notice, or substantially similar wording contained in such standardized application forms as may be adopted by California tribes and the State of California pursuant to the Compact, shall be placed on the license application form before that form is filled out by an applicant:

In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information on this form is authorized by 25 U.S.C. § 2701 et seq. The purpose of the requested information is to determine the eligibility of individuals to be granted a gaming license. The information will be used by the Pauma Gaming Commission, the State Gaming Agency, and the National Indian Gaming Commission members and staff who have need for the information in the performance of their official duties. The information may be disclosed by the Tribe, the NIGC or the State Gaming Agency to appropriate Federal, Tribal, State, local, or foreign law enforcement and regulatory agencies when relevant to civil, criminal or regulatory investigations or prosecutions or when pursuant to a requirement by a tribe, the State Gaming Agency, or the National Indian Gaming Commission in connection with the issuance, denial or revocation of a gaming license, or investigations of activities while associated with a tribe or a gaming operation. Failure to consent to the disclosures indicated in this notice will result in a tribe's being unable to license you for a position requiring a gaming license. The disclosure of your Social Security Number (SSN) is voluntary. However, failure to supply a SSN may result in errors in processing your application.

- B. Existing licensees shall be notified in writing that they shall either:
 - 1. Complete a new application form that contains a Privacy Act notice; or
 - 2. Sign a statement that contains the Privacy Act notice and consent to the routine uses described in that notice.

XI. Notice Regarding False Statements

- A. The following notice, or such substantially similar wording contained in standardized application forms as may be adopted by California Tribes and the State of California pursuant to the Compact, shall be placed on the application form before that form is filled out by an applicant.

A false statement on any part of your application may be grounds for denying a license or the suspension or revocation of a license. Also, you may be punished by fine or imprisonment. (U.S. Code, title 18, section 1001.)

- B. The Commission shall notify in writing existing licensees that they shall either:
 - 1. Complete a new application form that contains a notice regarding false statements; or

2. Sign a statement that contains the notice regarding false statements.

XII. Required Information - General

- A. The Commission shall request from each applicant all of the following information:
 1. Full name, other names used (oral or written), social security number(s), birth date, place of birth, citizenship, gender, and all languages (spoken or written);
 2. Currently and for the previous five (5) years: business and employment positions held, ownership interests in those businesses, business and residence addresses, and driver's license number;
 3. The names and current addresses of at least three (3) personal references including one (1) personal reference who was acquainted with the applicant during each period of residence listed under subparagraph A(2) of this Section;
 4. Current business and residence telephone numbers;
 5. A description of any existing and previous business relationships with Indian tribes, including ownership interests in those businesses;
 6. A description of any existing and previous business relationships with the gaming industry generally, including ownership interests in those businesses;
 7. The name and address of any licensing or regulatory agency with which the person has filed an application for a license or permit related to gaming, whether or not such license or permit was granted;
 8. For each felony for which there is an ongoing prosecution or a conviction, the charge, the name and address of the court involved, and the date and disposition, if any;
 9. For each misdemeanor conviction or ongoing misdemeanor prosecution (excluding minor traffic violations), within ten (10) years of the date of the application, the name and address of the court involved and the date and disposition;
 10. For each criminal charge (excluding minor traffic charges), whether or not there is a conviction, if such criminal charge is within ten (10) years of the

date of the application and is not otherwise listed pursuant to paragraph 8 or 9 of this Section, the criminal charge, the name and address of the court involved, and the date and disposition;

11. The name and address of any licensing or regulatory agency with which the person has filed an application for an occupational license or permit, whether or not such license or permit was granted;
12. A current photograph;
13. Any other information the Commission deems relevant; and
14. Fingerprints consistent with procedures adopted by the Commission according to 25 C.F.R. § 522.2(h).

B. If, in the course of a background investigation, the Commission discovers that the applicant has a notice of results on file with the NIGC or State Gaming Agency from a prior investigation, and the Commission has access to the earlier investigation materials (either through a Tribal investigative body, the NIGC, or the State Gaming Agency), the Commission may rely on those materials and update the investigation and investigative report under Section XIV, subparagraph (B)(1) of this Regulation.

XIII. Required Information - Business Entities

In addition to the information required under Section XII of this Regulation, the Commission shall request from an applicant that is a business entity or labor union all of the following information, provided that two (2) or more business entities having a commonality of the characteristics identified in the following subparagraphs A - D, inclusive, may be deemed to be a single business entity:

- A. Each of its officers and directors;
- B. Each of its principal management employees, including any chief executive officer, chief financial officer, chief operating officer, and general manager;
- C. Each of its owners or partners, if an unincorporated business;
- D. Each of its shareholders who owns more than ten percent (10%) of the shares of the corporation, if a corporation;
- E. Each person or entity (other than a financial institution that the Commission has determined does not require a license under Subsection 6.4.6 of the Compact) that, alone or in combination with others, has provided financing to the business entity in connection with any gaming authorized under the Compact, if that

person or entity provided more than ten percent (10%) of:

1. the start-up capital;
2. the operating capital over a 12-month period; or
3. a combination thereof; and

F. With respect to labor unions, each of the officers and other executive board members of the union, each of the officers and other executive board members of any local chapter(s) that seeks to serve the employees of the Tribe's Gaming Operation, and any union organizer or other individual who will have on-reservation access to the Tribe's Gaming Facility or its employees.

XIV. Reporting to NIGC

- A. When a key employee or primary management official begins work at a Gaming Operation authorized by the Gaming Ordinance, the Commission shall maintain a complete application file containing the information listed under Section XII of this Regulation.
- B. Before issuing a license to a primary management official or a key employee, the Commission shall:
1. Create and maintain an investigative report on each background investigation, which shall include all of the following:
 - (a) Steps taken in conducting a background investigation;
 - (b) Results obtained;
 - (c) Conclusions reached; and
 - (d) The bases for those conclusions.
 2. Submit a notice of results of the applicant's background investigation to the Commission no later than sixty (60) days after the applicant begins work, which shall contain the following:
 - (a) Applicant's name, date of birth, and social security number;
 - (b) Date on which applicant began or will begin work as a key employee or primary management official;

- (c) A summary of the information presented in the investigative report, which shall at a minimum include a listing of:
 - i. Licenses that have previously been denied;
 - ii. Gaming licenses that have been revoked, even if subsequently reinstated;
 - iii. Every known criminal charge brought against the applicant within the last ten (10) years of the date of application; and
 - iv. Every felony of which the applicant has been convicted or any ongoing prosecution; and
 - (d) A copy of the eligibility determination made under Section IX of this Regulation.
- C. With respect to key employees and primary management officials, if a license is issued to an applicant, the Commission shall notify the NIGC of the issuance within thirty (30) days of the issuance.
- D. With respect to key employees and primary management officials, if a license is not issued to an applicant, the Commission shall notify the NIGC and forward copies of its eligibility determination and notice of results, under subparagraph B.2 of Section XIV of this Regulation, to the NIGC for inclusion in the Indian Gaming Individuals Records System.
- F. With respect to key employees and primary management officials, the Commission shall retain applications for licensing, investigative reports, and eligibility determinations for inspection by the Chair of the NIGC or his or her designee for no less than three (3) years from the date of termination of employment.

XV. Reporting to State Gaming Agency

- A. Except for an applicant for licensing as a non-key gaming employee, as defined by agreement between the Commission and the State Gaming Agency, the Commission shall require the applicant to also file an application with the State Gaming Agency, prior to issuance of a license, for a determination of suitability for licensure under the California Gambling Control Act.
- B. Upon receipt of a completed license application and a determination by the Commission that it intends to issue a license, the Commission shall transmit to the State Gaming Agency a notice of intent to license the applicant, together with all of the following:
 - 1. A copy of the license application materials and information received by the Commission from the applicant;

2. An original set of fingerprint cards;
 3. A current photograph; and
 4. Except to the extent waived by the State Gaming Agency, such releases of information, waivers, and other completed and executed forms as have been obtained by the Commission.
- C. Upon receiving notice of the State Gaming Agency's denial of an application for a determination of suitability, the Commission shall promptly notify the Business Committee and, if the Commission objects to the denial, request an opportunity for the Tribe to be heard and diligently exercise its right to a hearing.
- D. With respect to non-key gaming employees, as defined by agreement between the Commission and the State Gaming Agency, the Commission shall provide the State Gaming Agency with the name, badge identification number, and job descriptions of all such employees on a monthly basis, within seven (7) days of the end of each month.

XVI. Granting a Gaming License

- A. Key Employees and Primary Management Officials. After the Commission has provided a notice of results to the NIGC in accordance with Section XIV, subparagraph (B)(2), the Commission may license a primary management official or key employee. If the Commission receives a request for additional information from the Chair of the NIGC concerning a key employee or a primary management official who is the subject of a notice of results, and the request was sent within thirty (30) days of the NIGC's receipt of the notice of results, the Commission shall provide the additional information requested to the Chair. If, within the 30-day period described above, the NIGC provides the Commission with a statement itemizing objections to the issuance of a license to a key employee or to a primary management official for whom the Commission has provided a notice of results to the NIGC, the Commission shall reconsider the application, taking into account the objections itemized by the NIGC. The Commission shall make the final decision whether to issue a license to such applicant.
- B. All Employees, Including Primary Management Officials. If an applicant has completed a license application to the satisfaction of the Commission, and the Commission has conducted a preliminary background investigation, the Commission may issue a temporary license and impose such conditions thereon as it deems appropriate pending completion of the licensing process, provided that the Commission has no information suggesting the applicant would either be automatically disqualified from obtaining a license or that would cause a

reasonable person to investigate further before issuing a license. The Commission may issue a regular license to a person who meets the eligibility standards set out in Section IX of this Regulation after receiving a determination of the applicant’s suitability from the State Gaming Agency. In the event the State Gaming Agency denies an applicant a determination of suitability or refuses to renew a determination of suitability, the Commission shall revoke any temporary license issued to the applicant and deny the applicant a license, except that the Commission shall have discretion to renew a license if the person is an enrolled member of the Tribe or has been continuously employed by the Tribe for at least three (3) years prior to the effective date of the Compact and also meets the following criteria:

1. The person holds a valid and current license issued by the Commission;
2. The person is not an employee or agent of any other Gaming Operation; and
3. The State Gaming Agency’s denial of the person’s application for a determination of suitability is based solely on activities, conduct or associations that antedate the filing of the person’s initial application to the State Gaming Agency for a determination of suitability.

XVII. Limitation

The Gaming Operation shall not employ or continue to do business with a person who does not have a license that is not a temporary license after ninety (90) days.

XVIII. Identification Cards

All persons who are required to be licensed pursuant to the Gaming Ordinance shall be required to wear, in plain view at all times while in the Gaming Facility, identification badges issued by the Commission. The identification badges must display the person’s photograph, identification number, name, and expiration date of his or her license.

XIX. Gaming Facility

- A. The Commission shall issue a separate license to the Gaming Facility. Verification that this requirement has been met will be provided by the Commission to the State Gaming Agency every two (2) years.
- B. The Gaming Facility license issued by the Commission shall also serve as a certificate of occupancy. Accordingly, before issuing a Gaming Facility license, the Commission shall determine and certify that the Gaming Facility meets the

Tribe's building and safety code, as set forth in Gaming Regulation 003, Building and Safety Standards.

- C. The Gaming Facility license shall be posted in a conspicuous and public place in the Gaming Facility at all times.

XX. Gaming Resource Suppliers

Any gaming resource supplier who, directly or indirectly, provides, has provided, or is deemed likely to provide at least twenty-five thousand dollars (\$25,000.00) in gaming resources in any 12-month period, or who has received at least twenty-five thousand dollars (\$25,000.00) in any consecutive 12-month period within the 24-month period immediately preceding application, shall be licensed by the Commission prior to the sale, lease, or distribution, or further sale, lease, or distribution, of any such gaming resources to or in connection with the Tribe's Gaming Facility. The Tribe shall not enter into, or continue to make payments pursuant to, any contract or agreement for the provision of gaming resources with any person whose application to the State Gaming Agency for a determination of suitability has been denied or has expired without renewal. Any agreement between the Tribe and a gaming resource supplier shall be deemed to include a provision for its termination without further liability on the part of the Tribe, except for the *bona fide* repayment of all outstanding sums (exclusive of interest) owed as of, or payment for services or materials received up to, the date of termination, upon revocation or non-renewal of the supplier's license by the Commission based on a determination of unsuitability by the State Gaming Agency.

XXI. Financial Sources

- A. Subject to paragraph E of this Section, any person or entity extending financing, directly or indirectly, to the Tribe's Gaming Operation ("Financial Source") shall be licensed by the Commission prior to extending that financing.
- B. A license issued under this Section shall be reviewed at least every two (2) years for continuing compliance. In connection with such a review, the Commission shall require the Financial Source to update all information provided in the previous application. For purposes of paragraph B of Section XXIV of this Regulation, such a review shall be deemed to constitute an application for renewal.
- C. Any agreement between the Tribe and a financial source shall be deemed to include a provision for its termination without further liability on the part of the Tribe, except for the *bona fide* repayment of all outstanding sums (exclusive of interest) owed as of the date of termination, upon revocation or non-renewal of the financial source's license by the Commission based on a determination of unsuitability by the State Gaming Agency. The Tribe shall not enter into, or continue to make payments pursuant to, any contract or agreement for the

provision of financing with any person whose application to the State Gaming Agency for a determination of suitability has been denied or has expired without renewal.

- D. A gaming resource supplier who provides financing exclusively in connection with the sale or lease of gaming resources obtained from that supplier may be licensed solely in accordance with licensing procedures applicable, if at all, to gaming resource suppliers, and need not be separately licensed as a financial source under this section.

- E. The Commission may, at its discretion, exclude from the licensing requirements of this Section, under the circumstances stated, financing provided by:
 - 1. a Federally-or State-regulated bank, savings and loan, or other Federally- or State-regulated lending institution;
 - 2. an entity identified by Regulation CGCC-2, subdivision (f) (as in effect on July 1, 2004) of the California Gambling Control Commission, when an entity is a financial source solely by reason of being:
 - (a) a purchaser or holder of debt securities issued directly or indirectly by the Tribe for a Gaming Facility or by the Gaming Operation; or
 - (b) the owner of a participation interest in any amount of indebtedness for which a financial source described in subparagraph E.1.a is the creditor;
 - 3. an agency of the Federal, State, or County government providing financing, together with any person purchasing any debt securities of the agency to provide such financing; or
 - 4. an investor who, alone or in conjunction with any person controlling, controlled by or under common control with such investor, holds less than ten percent (10%) of all outstanding debt securities issued directly or indirectly by the Tribe for the Gaming Facility or Gaming Operation;

- F. The following are not financial sources for the purposes of this Section:
 - 1. an entity identified by Regulation CGCC-2, subdivision (h) (as in effect on July 1, 2004) of the California Gambling Control Commission; and
 - 2. a person or entity whose sole connection with a provision or extension of financing to the Tribe is to provide loan brokerage or debt servicing for a financial source at no cost to the Tribe or the Gaming Operation, provided

that no portion of any financing provided is an extension of credit to the Tribe or the Gaming Operation by that person or entity.

XXII. Denial, Revocation, and Suspension of License

A license may be suspended, revoked, or denied upon the occurrence of any of the following:

- A. Notification by the NIGC, or by any other reliable source, that the licensee is not eligible for a license under Section IX of this Regulation, in which case suspension, revocation, or denial of a license is mandatory;
- B. Notification by the State Gaming Agency that it intends to deny an application for a determination of suitability or a renewal of determination of suitability;
- C. The Commission has probable cause to believe that the licensee has, by act or omission, violated provisions of the Compact, the Gaming Ordinance, the Tribe’s Gaming Regulations, any condition of a conditional gaming license, or any other Tribal, Federal, or State laws;
- D. The licensee has been convicted of a felony offense, in which case suspension, revocation or denial of a license is mandatory, unless:
 - 1. the licensee is a Tribal member, in which case such a conviction is not an absolute bar to licensing; or
 - 2. the licensee has had his/her felony conviction expunged or reduced to a misdemeanor conviction, in which case such a conviction is not an absolute bar to licensing;
- E. The Commission has reason to believe that the continued licensing of a person constitutes an immediate threat to the public health, safety, or welfare;
- F. The Commission has reason to believe that the licensee is involved in any theft, misappropriation, misuse, or abuse of Tribal assets;
- G. The licensee engages in any conduct that brings discredit to the Tribe’s Gaming Operation, or interferes with the normal operation of the Tribe’s Gaming Facility;
- H. The licensee fails to disclose any required information on any Tribal or State gaming license application; or
- I. The licensee fails to respond to a request from the Commission within fourteen (14) days of the date of the initial request.

XXIII. Due Process

The suspension or revocation of a license pursuant to Section XXII of this Regulation shall require:

- A. Written, certified, return receipt requested or personally hand-delivered notification of the suspension or pending revocation must be given to the applicant or licensee ten (10) days in advance of the proposed action, including notice of the licensee's right to a hearing and opportunity to be heard and present evidence or witnesses prior to the suspension or revocation;
- B. Such written notification shall include:
 - 1. the reasons for the proposed action;
 - 2. a copy of the investigative report on which the Commission based its decision, provided the Commission will have the discretion to redact information needed to protect the identity of certain individuals in exceptional circumstances where the Commission has reasonable cause to believe that individual may be at risk of retaliatory action if his or her identity is revealed;
 - 3. a summary of any other evidence upon which the Commission based its decision and information concerning the applicant's or licensee's option to view the evidence at the Commission's offices at some mutually convenient time in advance of the hearing;
 - 4. information concerning the applicant's or licensee's right to a hearing;
 - 5. the date, time, and place for the hearing; and
 - 6. the admonition that failure to appear for a scheduled hearing shall forfeit any further right to appeal;
- C. The Commission shall make a ruling within three (3) days, and the applicant or licensee shall be notified of the ruling in writing within three (3) days of the ruling. If the ruling is to suspend or revoke a license, the notice shall also include:
 - 1. notification of the licensee's ability to file a petition with the Commission for reconsideration within fifteen (15) days of the receipt of the notice if new evidence becomes available to the applicant or licensee that was previously unavailable or unknown or the relevance of which could not have been anticipated by the applicant or licensee based on the

- information provided to the applicant or licensee by the Commission prior to the hearing; and
2. information on any further right of appeal to the Gaming Appellate Board under Section V of Gaming Regulation 013, Gaming Appellate Board.
- D. If the applicant or licensee files a petition for reconsideration within fifteen (15) days of receipt of the written notification described in the preceding paragraph, the Commission shall review any additional information submitted by the applicant or licensee with the petition and notify him or her in writing of its decision and any further right of appeal to the Gaming Appellate Board under Section V of Gaming Regulation 013, Gaming Appellate Board.
- E. Notwithstanding paragraph A above, the Commission may suspend or revoke a license without advance notice and without a prior hearing if, in the opinion of the Commission, the continued licensing of the person:
1. poses an immediate threat to the integrity of the Tribe's gaming operations;
 2. poses a threat to public health or safety; or
 3. may violate the Commission's licensing or other gaming standards.
- F. In the event the Commission suspends or revokes a license under paragraph E of this Section, the Commission shall so notify the licensee in writing within three (3) days of that action. The notice shall include the information set forth in paragraph B of this Section, as well as notice of the licensee's right to a hearing and an opportunity to be heard and to present evidence or witnesses in order to contest the Commission's action. The procedure for such hearing shall be as prescribed in paragraphs C and D of this Section.

XXIV. Duration and Renewal

- A. All regular licenses shall be issued for a specified period not to exceed two (2) years from the date of issue. However, when a licensee's employment with the Tribe's Gaming Operation is terminated, either voluntarily or involuntarily, his or her license shall be deemed to expire on the last day of his or her employment without further action by the Commission, unless the grounds for the individual's termination are also grounds for suspension and revocation of the individual's license under Section XXII of this Regulation, in which case the Commission retains the discretion to suspend and revoke the license in accordance with Section XXIII of this Regulation.

- B. Renewal applications must be received by the Commission at least thirty (30) days prior to the expiration of the license. Upon receiving a renewal application, the Commission shall inform the applicant of his or her obligation to apply to the State Gaming Agency for renewal of his or her determination of suitability. Any licensee applying for renewal may continue to be employed or engaged under the expired license until the Commission takes action on the renewal application. Applicants for renewal shall provide updated material as requested by the Commission but shall not be required to resubmit information already available to the Commission. Additional background investigations may be performed at the discretion of the Commission. Updated criminal history checks are required.
- C. Prior to renewing a license, the Commission shall forward to the State Gaming Agency copies of the renewal application and related documents. With respect to the Gaming Facility, the Commission shall provide verification to the State Gaming Agency that it has reviewed and, if appropriate, renewed the Gaming Facility's license.

XXV. Vendor Registration

A. General

Notwithstanding paragraph B of Section III of this Regulation, the Commission may establish and implement a streamlined registration process in lieu of the licensing process set forth in this Regulation for vendors who are not "gaming resource suppliers" within the meaning of Subsection 2.12 of the Compact and who provide or are likely to provide less than one hundred thousand dollars (\$100,000.00) in goods or services within any 12-month period. The Commission shall develop an application form for such vendor registrations. Each vendor registration shall be reviewed at least every two (2) years by the Commission, and the vendor shall be required to update all information provided in the previous vendor registration application.

B. Rejection of Application or Withdrawal of Approval

The Commission is authorized to reject a vendor registration application or to withdraw approval of a vendor registration if the Commission has reason to believe that the vendor would not meet the eligibility requirements set forth in Section IX of this Regulation or that any of the grounds set forth in Section XXII of this Regulation exist. In the event of such a withdrawal, the Commission will afford the applicant the procedural due process rights set forth in Section XXIII of this Regulation. The Commission's decision to withdraw approval of an application will be treated as a licensing decision for the purposes of determining the applicant's right to review of the Commission's decision under subparagraph B.1 of Section IX of Gaming Regulation 012, Pauma Gaming Commission, and paragraph B of Section III and paragraph A of Section V of Gaming Regulation 013, Gaming Appellate Board.

XXVI. Fees

The Commission shall establish a fee schedule for licenses and vendor registration applications. Application fees shall be nonrefundable, regardless of whether or not a license is issued. Such fees shall be made payable to the Tribe.

XXVII. Severability

If any provision of this Regulation or the application thereof to any person or circumstance is held invalid, its invalidity does not affect other provisions or applications of this Regulation, and to this end the provisions of this Regulation are severable.

XXVIII. Sovereign Immunity

The sovereign immunity of the Tribe is in no manner waived by this Regulation or by any action by the Gaming Operation, the Commission, or any employee of the Gaming Operation, the Commission, or the Tribe acting pursuant to this Regulation.

XXIX. Effective Date

This Regulation and any amendments to it shall take effect immediately upon their adoption by the General Council, unless otherwise specified by the General Council.

CERTIFICATION

I, the undersigned, as Secretary of the Pauma Band of Luiseño Mission Indians of the Pauma & Yuima Reservation, do hereby certify this Regulation was ratified at a duly held meeting of the General Council on the June 11, 2000 by a vote of 45 in favor, 0 opposed and 0 abstaining, and amended by a majority vote of the General Council at duly held meetings on May 30, 2001, March 3, 2002, and September 8, 2002, the results of a general mail-out ballot of 25 votes in favor, 0 votes opposed and 1 vote abstaining, results recorded on April 22, 2004, the results of a general mail-out ballot of 41 votes in favor, 0 votes opposed and 4 votes abstaining, results recorded on December 29, 2004, the results of a votes taken at duly called General Council meetings held on March 5, 2006, with 51 in favor, 0 opposed and 0 abstaining, on November 8, 2009, with 61 in favor, 0 opposed and 0 abstaining, on January 16, 2014, with 44 in favor, 0 opposed and 0 abstaining, and the results of a general mail-out ballot with a vote of 25 in favor, 18 opposed and 1 abstaining, and that this Regulation has not been further amended or rescinded in any other way.

11/19/2020
Date

Jenna D. Aguilera
Tribal Secretary

**Pauma Band of Luiseño Mission Indians of the Pauma & Yuima Reservation
Gaming Regulation 002**

Procedures for Resolving Gaming-Related Patron Disputes

I. Purpose

This Regulation describes the procedures and guidelines to be followed by the Pauma Gaming Commission (the “Commission”) when processing patron disputes over the play or operation of any game, including any refusal to pay a patron any alleged winnings from any gaming activities. This Regulation is adopted to satisfy the Tribe’s obligation under Subsection 8.1.10(d) of the Compact between the Tribe and the State of California (“the Compact”).

II. Interpretation

This Regulation supplements the provisions of the Tribe’s Gaming Ordinance, the Indian Gaming Regulatory Act (25 U.S.C. § 2701 *et seq.*) and its regulations (25 C.F.R. § 500 *et seq.*) (“IGRA”), and the Compact, which are incorporated herein. In the event of a conflict or inconsistency between this Regulation and the provisions of the Gaming Ordinance, IGRA, or the Compact, the provisions of the Gaming Ordinance, IGRA, or the Compact prevail to the extent of the conflict or inconsistency. Unless specified otherwise, terms used herein shall have the same meaning as in the Gaming Ordinance, IGRA, or the Compact. In this Regulation:

- A. “Days” means calendar days;
- B. “Complaint” means a dispute regarding the play or operation of any game made by a patron to a Gaming Operation employee, including any refusal to pay a patron any alleged winnings from any gaming activities;
- C. “Patron” means an individual who uses the services offered at the Gaming Facility or by the Gaming Operation; and
- D. “Seven Days” means seven (7) twenty-four (24) hour periods, or one hundred sixty-eight (168) hours, from the exact moment of the disputed play or operation. For example, if the disputed play or operation occurs at 3:00 p.m. Sunday, the complaint must be made by 2:59 p.m. the following Sunday.

III. Scope of Application

- A. This Regulation applies solely to patron complaints made to personnel of the Gaming Operation within seven (7) days of the disputed incident. Any such complaint made after seven (7) days is barred and not subject to further review.

Nothing herein shall be construed as prohibiting the Gaming Operation's management from attempting to resolve said complaints by providing the patron "comps" as they see fit.

- B. This Regulation applies to patron complaints concerning class II and class III gaming activities, except that Section VII does not apply with respect to complaints concerning class II gaming activities. Decisions of the Commission made pursuant to Section VI in regards to complaints about class II gaming activities shall be final and not subject to further review.

IV. Notice

- A. The Gaming Operation shall post signs in the public areas of the Gaming Facility where gaming activities occur, informing patrons that any complaint should be brought to the attention of supervisory personnel immediately and that failure to do so within seven (7) days of the disputed incident will result in forfeiture of any claim. The locations and content of the signs shall be subject to prior approval of the Commission.
- B. When a patron makes a complaint to personnel of the Gaming Operation within seven (7) days of the disputed incident, the Gaming Operation shall immediately notify an on-duty agent of the Commission and such patron shall be advised in writing of his or her right to request resolution of the complaint by the Commission, as provided for below. Such written notice shall include the mailing address and telephone number of the Commission and also advise the patron that:
 - 1. The patron must make their request for resolution within fifteen (15) days of the date the complaint was initially made;
 - 2. A request for resolution must be in writing and include a summary of the complaint, the date of the incident, the name or title of the employee the complaint was first made to, and the name, phone number and address of the patron; and
 - 3. Decisions of the Commission are final and not subject to further review.

V. Documentation

- A. The Gaming Operation shall adopt and implement policies and procedures, which shall be consistent with industry standards, for documenting any incidents that may give rise to a patron complaint under this Regulation, and ensure that gaming employees are properly trained in carrying out patron dispute investigations.

Such policies and procedures shall include the development of a patron dispute checklist for slot technician personnel, which checklist shall include, at a minimum, immediate securing of the gaming device to preserve vital game history and other information, reel strip testing, payable testing, and any other testing reasonably necessary to determine if the gaming device was functioning properly at the time of the disputed incident. The Gaming Operation shall submit such policies and procedures and checklist, or any amendments thereto, to the Commission for review and approval prior to their implementation.

- B. The Gaming Operation shall provide copies of such incident reports to the Commission at the request of the Commission.
- C. The Commission shall adopt and implement policies and procedures for saving any surveillance tape of the incident until the patron has exhausted the remedies provided for in this Regulation. Nothing herein shall require the Commission to save surveillance tapes beyond seven (7) days when no complaint has been made to personnel of the Gaming Operation within seven (7) days.

VI. Commission Resolution of Dispute

- A. Except as provided in paragraph B of this Section, upon request by the patron for a resolution of his or her complaint, the Commission shall:
 - 1. Conduct an investigation;
 - 2. Provide to the patron a copy of this Regulation;
 - 3. Render a decision consistent with federal gaming standards; and
 - 4. Issue a decision within sixty (60) days of the patron's request, in writing, based on the facts surrounding the dispute and setting forth the reasons for the decision.
- B. When the patron who is requesting resolution of his or her complaint is an immediate family member of a Commissioner, the Business Committee shall perform the role and responsibilities of the Commission as set forth in paragraph A of this Section. For purposes of this Section, "immediate family member" means parents, spouse, siblings, and offspring.
- C. Decisions of the Commission are final and not subject to further review.

VII. Confidentiality

The identities of the parties and the nature of the dispute shall remain confidential, unless confidentiality is waived by both parties after resolution.

VIII. Severability

If any provision of this Regulation or the application thereof to any person or circumstance is held invalid, its invalidity does not affect other provisions or applications of this Regulation, and to this end the provisions of this Regulation are severable.

IX. Sovereign Immunity

The sovereign immunity of the Tribe is in no manner waived by this Regulation or by any action by the Gaming Operation, the Commission, or any employee of the Gaming Operation, the Commission, or the Tribe acting pursuant to this Regulation.

X. Liability - General

Except as provided for in this Regulation, neither the Tribe, the Gaming Operation, the Commission, , nor any employee or agent thereof, shall be liable to any person disputing the play or operation of any game, including any refusal to pay a patron any alleged winnings from any gaming activities, notwithstanding any provision of the Compact.

XI. Effective Date

This Regulation shall take effect immediately upon its approval by the General Council and such approval shall be deemed retroactive to September 2, 2004. Any amendments to this Regulation shall take effect upon their adoption by the General Council, unless otherwise specified by the General Council.

Adopted 11/16/04
Amended 03/05/06, 09/07/08, 03/06/11, 09/07/14 and 11/19/20

CERTIFICATION

I, the undersigned, as Secretary of the Pauma Band of Luiseño Mission Indians of the Pauma & Yuima Reservation, do hereby certify that this Regulation was adopted by the General Council pursuant to the results of a general mail-out ballot, by a vote of 44 in favor, 2 opposed and 2 abstaining, and the results recorded on November 16, 2004, and amended at General Council meetings held on March 5, 2006, by a vote of 51 in favor, 0 opposed and 0 abstaining, on September 7, 2008, by a vote of 47 in favor, 0 opposed and 1 abstaining, on March 6, 2011, by a vote of 16 in favor, 7 opposed and 4 abstaining, on September 7, 2014, by a vote of 57 in favor, 0 opposed and 0 abstaining, and the results of a general mail-out ballot, by a vote of 25 in favor, 18 opposed and 1 abstaining, results recorded on November 19, 2020, and that this Regulation has not been further amended or rescinded in any way.

11/19/2020

Date



Tribal Secretary

**Pauma Band of Luiseño Mission Indians of the Pauma & Yuima Reservation
Gaming Regulation 003**

Building and Safety Standards

I. Purpose

This Regulation describes the building and safety standards applicable to the Tribe's Gaming Facility. This Regulation is adopted to satisfy the Tribe's obligation under Subsections 6.4.2(b)-(d) of the Compact between the Tribe and the State of California ("the Compact") and assures the protection of the health and safety of all Gaming Facility patrons, guests, and employees.

II. Interpretation

This Regulation supplements the provisions of the Tribe's Gaming Ordinance, the Indian Gaming Regulatory Act (25 U.S.C. § 2701 *et seq.*) and its regulations (25 C.F.R. § 500 *et seq.*) ("IGRA"), and the Compact, which are incorporated herein. In the event of a conflict or inconsistency between this Regulation and the provisions of the Gaming Ordinance, IGRA, or the Compact, the provisions of the Gaming Ordinance, IGRA, or the Compact prevail to the extent of the conflict or inconsistency. Unless specified otherwise, terms used herein shall have the same meaning as in the Gaming Ordinance, IGRA, or the Compact. In this Regulation:

- A. "Applicable Codes" means codes specified in Paragraph A of Section IV of this Regulation;
- B. "State Designated Agency" means the Department of General Services; and
- C. "Title 24 of the California Code of Regulations" means the most current edition of the California Building Standards Code adopted by the California Building Standards Commission.

III. Scope of Application

This Regulation applies solely to the construction, expansion, modification or renovation of the Gaming Facility on the Pauma-Yuima Reservation ("Covered Gaming Facility Construction").

IV. Adoption of the California Building Code and the Public Safety Code

- A. Subject to the modifications set forth in this Regulation, there is hereby adopted by reference by the Tribe, the California Building Standards Code ("CBSC") and the Public Safety Code ("PSC") applicable to the city or County in which the

Gaming Facility is located as set forth in Titles 19 and 24 of the California Code of Regulations (“CCR”), as those regulations may be amended during the term of the Compact, including but not limited to codes for building, electrical, energy, mechanical, plumbing, fire, and safety;

1. Reference to or adoption of Applicable Codes is not intended to confer jurisdiction upon the State or its political subdivisions;
 2. Modification of Terms. The terms “building official” and “code enforcement agency” as used in Title 19 and 24 of the CCR mean the Pauma Gaming Commission (“the Commission”) or such other Tribal government agency or official as may be designated in the future by resolution of the General Council; and
 3. Notwithstanding the foregoing, the Tribe need not comply with any standard that specifically applies in name or in fact only to Tribal facilities.
- B. One (1) copy of the CBSC and PSC will be on file and open for inspection by Tribal members, their contractors, and contractors hired by the Tribe at the Tribal administration offices.

V. Compliance Assurance - Inspections

- A. In order to assure compliance with the Applicable Codes, in cases where said codes would otherwise require a permit, the Tribe shall employ for any Covered Gaming Facility Construction the following persons, who shall hereinafter be referred to as “Inspector(s)”:
1. Appropriate plan checkers or review firms that either are California licensed architects or engineers with relevant experience or are on the list, if any, of approved plan checkers or review firms provided by the city or County in which the Gaming Facility is located; and
 2. Project inspectors that have been either approved as Class 1 certified inspectors by the Division of the State Architect or approved as Class A certified inspectors by the Office of Statewide Health Planning and Development or their successors.
- B. The Tribe shall require the Inspector(s) to conduct inspections when such inspections are required under Section 108 of the CBSC.

- C. The Tribe shall provide reasonable notice of each inspection by an inspector required by Section 108 of the CBSC to the agent(s) designated by the State Designated Agency and to the Commission. Said State and Commission agents may accompany the Inspector on any such inspection.
- D. Said Inspector(s) must report in writing any failure to comply with the Applicable Codes to the Commission and the State Designated Agency. The Tribe shall correct any Gaming Facility condition noted in above mentioned inspections that does not meet the Applicable Codes (hereinafter “deficiency”).
- E. The Commission shall forward the Inspector’s final certification that a Gaming Facility meets Applicable Codes to the State Designated Agency within ten (10) days of issuance of said certification.
- F. If the State Designated Agency objects to the final certification, the Tribe shall make a good faith effort to address the State’s concerns, but if the State Designated Agency does not withdraw its objection, the matter will be resolved in accordance with the dispute resolution provisions of Section 9.0 of the Compact.

VI. Required Documentation

In all cases where the Applicable Codes would otherwise require a plan check, the Tribe requires those responsible for any Covered Gaming Facility Construction to provide the documentation set forth below:

- A. Design and construction calculations, and plans and specifications that form the basis for the planned Covered Gaming Facility Construction (the “Design and Building Plans”) shall be provided to the Commission within fifteen (15) days of their completion.
- B. In the event that material changes to a structural detail of the Design and Building Plans will result from contract change orders or any other changes in the Design and Building Plans, such change orders or other changes shall be provided to the Commission within five (5) days of the execution or approval of such changes.
- C. During construction, all other contract change orders shall be maintained by the Tribe for inspection and copying by the Commission upon their request at the requester’s expense.
- D. Design and Building Plans shall be maintained by the Tribe for the term of the Compact.

VII. Fire Suppression, Protection, and Safety

- A. The Tribe will take all necessary steps to:
1. Reasonably ensure the ongoing availability of sufficient and qualified fire suppression services to the Gaming Facility; and
 2. Reasonably ensure that the Gaming Facility satisfies all requirements of Title 19 of the CCR applicable to similar facilities in the city or County in which the Gaming Facility is located.
- B. The Gaming Facility shall be inspected, for the purposes of certifying that the Gaming Facility meets a reasonable standard of fire safety and life safety. Such inspection shall:
1. Be at the Tribe's expense;
 2. By a Tribal official, if any, who is responsible for fire protection on the Tribe's lands, or by an independent expert;
 3. No later than November 1, 2004, and not less than every two (2) years thereafter; and
 4. Upon at least ten (10) days notice to the Commission.
- C. Within fifteen (15) days of the inspection, the Tribal official or independent expert shall issue a report on the inspection, identifying any deficiency in fire safety or life safety at the Gaming Facility or on the ability of the Tribe to meet reasonably expected fire suppression needs of the Gaming Facility. Upon delivery of the report to the Tribe, a copy of the report shall be served on the Commission.
- D. Within fifteen (15) days after the issuance of the report, the Tribal official or independent expert shall also require and approve a specific plan for correcting deficiencies, whether in fire safety at the Gaming Facility or in the Tribe's ability to meet the reasonably expected fire suppression needs of the Gaming Facility.
- E. Immediately upon correction of all deficiencies identified in the report, the Tribal official or independent expert shall certify in writing to the Commission that all previously identified deficiencies have been corrected.

VIII. Severability

If any provision of this Regulation or the application thereof to any person or circumstance is held invalid, its invalidity does not affect other provisions or applications of this Regulation, and to this end the provisions of this Regulation are severable.

IX. Sovereign Immunity

The sovereign immunity of the Tribe is in no manner waived by this Regulation or by any action by the Gaming Operation, the Commission or any employee or agent of the Tribe, the Commission, or the Gaming Operation acting pursuant to this Regulation.

X. Repeal

By enacting this Regulation, the General Council hereby repeals the Tribe's Gaming Facility Building and Safety Ordinance.

XI. Effective Date

This Regulation shall take effect immediately upon its approval by the General Council and such approval shall be deemed retroactive to September 2, 2004. Any amendments to this Regulation shall take effect upon their adoption by the General Council, unless otherwise specified by the General Council.

CERTIFICATION

I, the undersigned, as Secretary of the Pauma Band of Luiseño Mission Indians of the Pauma & Yuima Reservation, do hereby certify that this Regulation was adopted by the General Council pursuant to the results of a general mail-out ballot, by a vote of 44 in favor, 2 opposed and 2 abstaining, the results recorded on November 16, 2004, and amended by the results of votes taken at General Council meetings held on March 5, 2006, with 51 in favor, 0 opposed and 0 abstaining, on September 7, 2014, with 51 in favor, 0 opposed and 0 abstaining, and the results of a general mail-out ballot, by a vote of 25 in favor, 18 opposed and 1 abstaining, recorded on November 19, 2020, and that this Regulation has not been further amended or rescinded in any other way.

11/19/2020

Date



Tribal Secretary

**Pauma Band of Luiseño Mission Indians of the Pauma & Yuima Reservation
Gaming Regulation 004**

Third Party Injuries

I. Purpose

This Regulation sets forth the terms and conditions under which third parties may pursue claims for money damages resulting from property damage and personal injury arising out of, connected with, or related to the operation of the Tribe's Gaming Facility. This Regulation is adopted to satisfy the Tribe's obligation, under Subsection 10.2(d) of the compact between the Tribe and the State of California ("the Compact"), to enact Tribal law providing for the processing of such third party injury claims.

II. Interpretation

This Regulation supplements the provisions of the Tribe's Gaming Ordinance, the Indian Gaming Regulatory Act (25 U.S.C. § 2701 *et seq.*) and its Regulations (25 C.F.R. § 500 *et seq.*) ("IGRA"), and the Compact, which are incorporated herein. In the event of a conflict or inconsistency between this Regulation and the provisions of the Gaming Ordinance, IGRA, or the Compact, the provisions of the Gaming Ordinance, IGRA, or the Compact prevail to the extent of the conflict or inconsistency. Unless specified otherwise, terms used herein shall have the same meaning as in the Gaming Ordinance, IGRA, or the Compact.

In this Regulation:

- A. "Days" means calendar days;
- B. "Gaming Facility" includes the parking lot, special event venues, and related property; and
- C. "Third party claims" means a claim, made by a third party, in conformance with the procedures set forth in this Regulation, for money damages resulting from property damage or personal injury arising out of, connected with, or related to the operation of the Gaming Facility, including, but not limited to, injuries resulting from entering onto the Tribe's land for purposes of patronizing the Gaming Facility or providing goods or services to the Gaming Operation.

III. Scope of Application

This Regulation applies solely to third party claims as defined in Section II above. The Gaming Commission shall play no direct role in the third party claim process except insofar as it

is responsible for providing incident reports, surveillance footage, and/or other information to the Business Committee, its designee, and/or the Tribe's Insurance Company as needed.

IV. Commercial General Liability Insurance Policy

The Tribe shall carry no less than five million dollars (\$5,000,000.00) per occurrence in commercial general liability insurance for third party claims. At its discretion, the General Council may delegate this requirement to the Gaming Operation.

V. Due Diligence

In cooperation with the company providing the Tribe with the commercial general liability insurance referred to in Section IV of this Regulation ("the Insurance Company"), and subject to the limits of the commercial general liability insurance policy, the Tribe shall exercise due diligence to ensure that third party claims are promptly and fairly adjudicated and that legitimate claims are paid.

VI. Incident Reports

The Gaming Operation shall implement policies and procedures for recording any incidents that may give rise to a third party claim, and for providing written notice of the Tribal Dispute Resolution Process to all individuals who may have suffered a third party injury during such incidents. Whenever possible, such notice shall be provided to the individual at the time of the incident. When the individual was not personally served in this manner, the notice must be served as soon as possible by certified or registered mail, return receipt requested, on the claimant. Such notices shall prominently display the ninety-day (90-day) period on the front page of the notice and state that the claimant is required to first exhaust the Tribal Dispute Resolution Process and if dissatisfied with the resolution may be entitled to arbitrate his or her claim, at the discretion of the Business Committee.

VII. Tribal Dispute Resolution Process

- A. The third party allegedly suffering the injury to person or property must present his or her claim, in accordance with Section VIII of this Regulation, within ninety (90) days of the injury, to the Business Committee.
- B. The Business Committee shall promptly forward a copy of the third party's claim to the Gaming Operation and review the claim in consultation with the Gaming Operation to determine if the Gaming Operation should first attempt to settle the claim for an amount up to five-thousand dollars (\$5,000.00). If settlement is not attempted or fails, the Business Committee shall forward a copy of the third party claim to the Insurance Company for processing.

C. The Tribe, or its Insurance Company, may consider, ascertain, adjust, determine, compromise, and settle any claim presented under this Regulation. The offer of a compromise or settlement shall not be construed as or constitute evidence of an admission of liability or the amount of damages by the Tribe. The acceptance by a third party of any such award, compromise, or settlement shall be final and conclusive on the claimant, and shall constitute a complete release of any claim against the Tribe and against the agent, employee, or officer of the Tribe whose act or omission gave rise to the claim, by reason of the same subject matter.

D. A third party may request resolution of his or her claim directly by the Tribe in accordance with the Process outlined in Section X of this Regulation only after exhausting the Tribal Dispute Resolution Process without reaching a settlement of the claim.

VIII. Content of Claim

A. To be considered a valid claim, a third party claim must include the following:

1. The name and address of the third party and the third party's attorney, if any;
2. The address to which the person presenting the claim desires notices to be sent;
3. A concise statement of the factual basis of the claim, including the date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted;
4. A general description of the indebtedness, obligation, injury, damage, or loss incurred so far as it may be known at the time of presentation of the claim, including the evidence required under paragraph B or C of this Section below;
5. The name or names of the Tribal employee or employees causing the injury, damage, or loss, if known;
6. The amount claimed as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage,

or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed; and

7. The signature of the third party, or some person with personal knowledge of the claim on the third party's behalf.

B. In support of a claim for personal injury, the third party shall submit the following evidence or information:

1. A written report by the third party's attending physician or dentist setting forth the nature and extent of the injury, nature and extent of treatment, degree of temporary or permanent disability, the prognosis, period of hospitalization, and any diminished earning capacity. In addition, the third party may be required to submit to a physical or mental examination by a physician selected by the Tribe or its Insurance Company;

2. Itemized bills for medical, dental, and hospital expenses incurred, or itemized receipts of payments for expenses;

3. If the prognosis reveals the necessity of future treatment, a statement of expected expenses for such treatment;

4. If the claim is made for loss of time from employment, a written statement from the employer showing actual time lost from employment, whether the third party is a full- or part-time employee, and the wages or salary actually lost;

5. If the claim is for loss of income and the third party is self-employed, documentary evidence showing the amounts of earnings actually lost; and

6. Any other evidence or information which may have a bearing on either the responsibility of the Tribe for personal injury or the damages claimed.

C. In support of a claim for injury to or loss of property, the third party shall submit the following evidence or other information:

1. Proof of ownership;

2. A detailed statement of the amount claimed with respect to

each item of property;

3. An itemized receipt of payment for necessary repairs or itemized written estimates of the cost of such repairs;

4. A statement listing date of purchase, purchase price, and salvage value; where repair is not economical; and

5. Any other evidence or information which may have a bearing on either the responsibility of the Tribe for the injury to or loss of property or the damages claimed.

D. For claims involving equal to or less than five-thousand dollars (\$5,000.00) the Business Committee may, in its discretion, require less information or less formal information or evidence than that required above.

IX. Limited Waiver of Sovereign Immunity

A. Except as stated in this Section, the sovereign immunity of the Tribe is in no manner waived by this Regulation or by any action by the Gaming Operation or the Business Committee or employees of the Gaming Operation or the Tribe acting pursuant to this Regulation. In the event the Business Committee grants a request for arbitration in accordance with Section X of this Regulation and the patron is successful in obtaining an arbitration award, the Tribe hereby consents to waive its sovereign immunity from suit for the limited and sole purpose of enforcing the arbitration award provided that:

1. The suit must be brought by the third party allegedly suffering the injury to person or property and not by any representative, agent, partner or other entity of or connected with the third party, or by any other person, corporation, partnership, or entity;
2. The third party allegedly suffering the injury to person or property must have followed all claims procedures established by the Tribal Dispute Resolution Process and by the Insurance Company;
3. The suit must be an action to enforce the arbitration award and the relief sought limited to specific performance and any waiver granted pursuant to this Section shall not be effective as to any third parties or other persons seeking monetary damages, declaratory relief, injunctive relief and/or any other forms of relief other than such specific performance;

4. The arbitration process and award must be consistent with the rules specified in Section X of this Regulation and the limitations specified in Section X of this Regulation;
5. The suit must be brought in the Intertribal Court of Southern California or other Tribal Court designated by the Tribe as having jurisdiction over such suits; and
6. Any decision of the Tribal Court's trial court shall not be subject to further appeal or review by the Tribal Court's appellate court or any other court.

X. Dispute Resolution

- A. A patron who exhausts the claims processes of the Insurance Company and the Gaming Operation without reaching a settlement of his or her claim may request arbitration of his or her claim. The patron allegedly suffering the injury to person or property must submit a request for arbitration in writing to the Business Committee. The patron's request must be accompanied by copies of the patron's initial claim and any correspondence between the Insurance Company and the patron and between the Gaming Operation and the patron. The request must be submitted to the Business Committee within thirty (30) days from the date on which the patron receives the later of the final decisions from the Insurance Company and the Gaming Operation. Unless otherwise provided for in the terms of the Tribe's public liability insurance policy or the written policies and procedures of the Gaming Operation, the Insurance Company or the Gaming Operation shall be deemed to have made a final decision upon confirming in writing its denial of the patron's claim or its rejection of a settlement offer or counteroffer by the patron.
- B. The Business Committee shall have sixty (60) days to either grant or deny the request for arbitration during which time defense counsel shall be invited to present an overview of the claim, including facts, evidence, damages, and merits, at a duly held meeting of the Business Committee with a quorum present. If the Business Committee fails to grant or deny the request for arbitration within sixty (60) days, the request shall be deemed to have been denied. The Business Committee shall notify the patron in writing of its decision and the reasons for its decision by registered mail with return receipt requested. A notice of a decision granting a request for arbitration shall include information on the negotiation and arbitration process set out below, including the date, time, and place for the initial negotiation meeting.

- C. If the Business Committee grants the patron's request for arbitration, the patron and the Business Committee shall first meet and confer in a good faith attempt to resolve the dispute through negotiation not later than fourteen (14) days after the patron receives the notice of the Business Committee's decision to grant the request for arbitration, unless both parties agree in writing to an extension of time.
- D. If the dispute is not resolved to the satisfaction of the patron within thirty (30) days after the first meeting, the dispute shall be submitted to mandatory binding arbitration.
- E. Arbitration shall be administered by the American Arbitration Association in accordance with its Accident Claims Arbitration Rules. Each party shall initially pay its own arbitration costs and expenses, but the arbitrator may, in its discretion, include such costs and expenses, excluding attorney fees, as part of the award to the prevailing party.
- F. In no event shall an award in an arbitration initiated under this Section exceed the limitations of the public liability insurance policy purchased by the Tribe in conformance with this Regulation, and an award must be consistent with all other terms and conditions of said insurance policy.
- G. Any award of the arbitrator may be submitted for enforcement to a court of competent jurisdiction as specified in Section IX of this Regulation. In the event an action to enforce an arbitration award is pursued, the prevailing party shall be entitled to receive its reasonable attorneys' fees and its costs and expenses of litigation.

XI. Severability

If any provision of this Regulation or the application thereof to any person or circumstance is held invalid, its invalidity does not affect other provisions or applications of this Regulation, and to this end the provisions of this Regulation are severable.

XII. Sovereign Immunity

Except as provided in Section IX of this Regulation, the sovereign immunity of the Tribe is in no manner waived by this Regulation or by any action by the Gaming Operation, the Commission, or any employee of the Tribe, the Commission, or the Gaming Operation acting pursuant to this Regulation.

XIII. Effective Date

This Regulation and any amendments to it shall take effect immediately upon their adoption by the General Council. Amendments to this Regulation shall not apply retroactively to third party claims filed prior to the date the amendments are adopted by the General Council.

CERTIFICATION

I, the undersigned, as Secretary of the Pauma Band of Luiseño Mission Indians of the Pauma & Yuima Reservation, do hereby certify that the foregoing regulation was adopted by the General Council pursuant to the results of a general mail-out ballot of 25 votes in favor, 0 votes opposed and 1 vote abstaining, results recorded on June 27, 2002, and was amended by the General Council pursuant to the results of a general mail-out ballot of 44 votes in favor, 2 votes opposed and 2 votes abstaining, results recorded on November 16, 2004, the results of a vote taken at a General Council meeting held on March 5, 2006, with 51 in favor, 0 opposed and 0 abstaining, the results of a vote taken at a General Council meeting held on September 7, 2014, with 51 in favor, 0 opposed and 0 abstaining, and the results of a general mail out ballot of 25 in favor, 18 opposed and 1 abstaining, results recorded on November 19, 2020, and that this Regulation has not been further amended or rescinded in any other way.

11/19/2020

Date



Tribal Secretary

**Pauma Band of Luiseño Mission Indians of the Pauma & Yuima Reservation
Gaming Regulation 005**

Mitigation of Off-Reservation Environmental Impacts

I. Purpose

This Regulation describes the procedures to be followed by the Tribe to mitigate the off-reservation environmental effects of its Gaming Operation. This Regulation is adopted to satisfy the Tribe’s obligation under Section 10.8 of the Compact between the Tribe and the State of California (“the Compact”).

II. Interpretation

This Regulation supplements the provisions of the Tribe’s Gaming Ordinance, the Indian Gaming Regulatory Act (25 U.S.C. § 2701 *et seq.*) and its Regulations (25 C.F.R. § 500 *et seq.*) (“IGRA”), and the Compact, which are incorporated herein. In the event of a conflict or inconsistency between this Regulation and the provisions of the Gaming Ordinance, IGRA, or the Compact, the provisions of the Gaming Ordinance, IGRA, or the Compact prevail to the extent of the conflict or inconsistency. Unless specified otherwise, terms used herein shall have the same meaning as in the Gaming Ordinance, IGRA, or the Compact.

In this Regulation:

- A. “County” means the Board of Supervisors of San Diego County;
- B. “environment” means the physical conditions which exist within the area which will be affected by a proposed Project, including land, air, water, minerals, flora, fauna, noise, and objects of cultural, historic, or aesthetic significance;
- C. “environmental impact statement” means a detailed written statement on:
 - 1. All significant off-reservation environmental impacts of the proposed Project;
 - 2. Options for mitigating or minimizing the significant off-reservation environmental impacts of the proposed Project, whenever feasible; and
 - 3. Any reasonable and feasible alternatives to the proposed Project;

- D. “any significant renovation or modification of an existing Gaming Facility” means a renovation or modification determined to be significant by the General Council after considering recommendations by the appropriate Tribal committee(s).
- E. “negative declaration” means a written statement briefly describing the reasons that a proposed Project will not have a significant effect on the off-reservation environment and does not require the preparation of an environmental impact statement;
- F. “off-reservation” means a ten-mile (10-mile) radius around the Pauma-Yuima Reservation or such other area as the General Council deems appropriate in its sole discretion considering the proposed Project and the topography, demographics, quality of the environment, and other environmental conditions outside the boundaries of the Pauma-Yuima Reservation;
- G. “Project” means the commencement, on or after the effective date of the Compact, of any expansion or any significant renovation or modification of an existing Gaming Facility, or any significant excavation, construction, or development associated with the existing Gaming Facility or proposed Gaming Facility, but does not include any preliminary planning activities for such projects, such as preliminary land surveys;
- H. “Reservation” means all land, air, and water located within the exterior boundaries of the Pauma-Yuima Reservation;
- I. “Significant Off-Reservation Environmental Effect(s)” means a substantial, or potentially substantial, adverse change in the off-reservation environment, where the determination of “substantial” requires consideration of both context and intensity, defined as follows:
 - 1. “Context” means that the significance of an action must be analyzed in several contexts such as society as a whole, the affected region, the affected interests, and the locality. Significance varies with the setting of the proposed action. Both short- and long-term effects are relevant.
 - 2. “Intensity” refers to the severity of impact. The General Council must bear in mind that more than one Tribal entity may make decisions about partial aspects of a major action. The following should be considered in evaluating intensity:

- a. Impacts that may be both beneficial and adverse. A significant effect may exist even if the General Council believes that on balance the effect will be beneficial.
 - b. The degree to which the proposed action affects public health or safety.
 - c. Unique characteristics of the geographic area such as proximity to historic or cultural resources, park lands, prime farmlands, wetlands, wild and scenic rivers, or ecologically critical areas.
 - d. The degree to which the effects on the quality of the human environment are likely to be highly controversial.
 - e. The degree to which the possible effects on the human environment are highly uncertain or involve unique or unknown risks.
 - f. The degree to which the action may establish a precedent for future actions with significant effects or represents a decision in principle about a future consideration.
 - g. Whether the action is related to other actions with individually insignificant but cumulatively significant impacts. Significance exists if it is reasonable to anticipate a cumulatively significant impact on the environment. Significance cannot be avoided by terming an action temporary or by breaking it down into small component parts.
 - h. The degree to which the action may adversely affect districts, sites, highways, structures, or objects listed in or eligible for listing in the National Register of Historic Places or may cause loss or destruction of significant scientific, cultural, or historical resources.
 - i. The degree to which the action may adversely affect an endangered or threatened species or its habitat that has been determined to be critical under the Endangered Species Act of 1973.
 - j. Whether the action threatens a violation of applicable Tribal, Federal, or State law or requirements imposed for the protection of the environment.
- J. “State Clearinghouse” means the State Clearinghouse in the State Office of Planning and Research;

K. “Tribal Environmental Impact Report (“TEIR”)” means a detailed written statement on:

1. All Significant Off-Reservation Environmental Effects of the proposed Project;
2. Options for mitigating or minimizing the Significant Off-Reservation Environmental Effects of the proposed Project, whenever feasible; and
3. Any reasonable and feasible alternatives to the proposed Project.

III. Scope of Application

This Regulation applies solely to a “Project” as defined in Section II above.

IV. Environmental Impact Statement or Negative Declaration

- A. The General Council shall be responsible for determining whether an environmental impact statement or a negative declaration shall be required for any proposed Project which is the subject of this Regulation.
- B. The determination of the General Council shall be final and conclusive.

V. Negative Declaration

- A. If the General Council determines that a proposed Project will not have a significant impact on the off-reservation environment, a negative declaration shall be prepared for the proposed Project.
- B. The General Council shall provide for public notice of the negative declaration by preparing a public notice briefly describing the proposed project, indicating that the negative declaration has been prepared, and the address where copies of the negative declaration are available for review. Public notice shall be accomplished in any one of the following ways:
 1. Publication of the public notice for three (3) consecutive days in a newspaper of general circulation in the area potentially impacted by the proposed Project; or
 2. Posting of the public notice in the area where the proposed Project is to be located.

- C. In preparing the negative declaration, the General Council may consult any person it deems appropriate and may hire any person with the necessary expertise to prepare the negative declaration.

VI. Environmental Impact Statement

- A. If the General Council determines that a proposed Project may have a significant effect on the off-reservation environment, the General Council shall collect, or cause to be collected, sufficient information to either:
 - 1. Determine that the proposed Project will have a significant effect on the off-reservation environment, in which case the General Council shall prepare, or cause to be prepared, an environmental impact statement; or
 - 2. Determine that the proposed Project will not have a significant effect on the off-reservation environment, in which case the General Council shall prepare, or cause to be prepared, a negative declaration and follow the provisions of Section V, above.
- B. If the General Council determines that an environmental impact statement is required, the General Council shall prepare, or cause to be prepared, a draft environmental impact statement for public notice and comment in accordance with the procedures set forth in Section VII, below.
- C. Thereafter, the General Council shall prepare, or cause to be prepared, a final environmental impact statement, taking into account any comments received from the public.

VII. Circulation of Public Notice on Environmental Impact Statement

- A. After the preparation of the draft environmental impact statement, the General Council shall provide for public notice of the proposed Project in any one of the following ways:
 - 1. Publication of the public notice for three (3) consecutive days in a newspaper of general circulation in the area potentially impacted by the proposed Project; or
 - 2. Posting of the public notice in the area where the proposed Project is to be located.

- B. The public notice shall specify: the period during which comments will be received on the draft environmental impact statement; where to send any comments on the draft environmental impact statement; the date, time, and place of any public meetings on the proposed Project; a brief description of the proposed Project; and the address where copies of the draft environmental impact statement are available for review.

VIII. Copies of the Environmental Impact Statement to Certain Public Agencies

- A. In addition to the publication of the public notice required in section VII, above, the General Council shall submit the draft environmental impact statement, along with the public notice, to the State Clearinghouse in the Office of Planning and Research and the San Diego County Board of Supervisors for distribution to the public.
- B. At the time of its completion, the General Council shall send a copy of the final environmental impact statement to the State Clearinghouse in the Office of Planning and Research and the San Diego County Board of Supervisors for distribution to the public.

IX. Consultation with Relevant Parties

- A. The General Council shall consult with the San Diego County Board of Supervisors and, if requested by said Board, meet with the Board to discuss mitigation of significant adverse off-reservation environmental impacts.
- B. The General Council shall be available to meet with and provide an opportunity for comment by those members of the public residing off-reservation within the vicinity of the Gaming Facility such as might be adversely affected by the proposed Project.

X. Consideration of the Environmental Impact Statement

- A. The General Council shall consider the final environmental impact statement at the time of its decision on the proposed Project, including considering, where possible, alternatives to the proposed Project and options for mitigating or minimizing the significant off-reservation environmental impacts of the proposed Project.
- B. If, in the General Council's sole discretion, economic, social, cultural, environmental, or other factors make alternatives to the proposed Project or options for mitigating or minimizing the significant off-reservation environmental

impacts of the proposed Project infeasible, the General Council may nonetheless carry out or approve of the proposed Project as originally designed and proposed.

XI. Further Considerations During the Conduct of a Project

- A. During the conduct of a Project, the General Council shall keep the San Diego County Board of Supervisors and potentially affected members of the public informed of the Project's progress. For purposes of this section, "members of the public" shall mean members of the public residing off-reservation within the vicinity of the Gaming Facility such as might be adversely affected by the proposed project, unless otherwise requested and agreed to by the General Council.
- B. During the conduct of a Project, the General Council shall make good faith efforts to mitigate any and all significant off-reservation environmental impacts.

XII. Delegation of Duties and Use of Contractors

- A. In complying with this Regulation, the General Council may delegate the carrying out of the requirements under this Regulation to any authorized Tribal governmental body or Tribal staff.
- B. In complying with this Regulation, the General Council may hire any environmental consultant or other appropriate person to assist in carrying out the requirements of this Regulation.

XIII. Effect of Regulation on Other Tribal Laws

This Regulation supersedes any conflicting or contrary superseding Tribal laws passed by the Tribe.

XIV. Sovereign Immunity

The sovereign immunity of the Tribe is in no manner waived by this Regulation or by any action of the Gaming Operation or the Business Committee or employee or agent of the Gaming Operation or the Tribe-acting pursuant to this Regulation.

XV. Repeal

By enacting this Regulation, the General Council hereby repeals the Tribe's Environmental Policy Ordinance, except that the provisions of said Ordinance shall continue to apply to any project commenced prior to September 2, 2004 and continue in effect as to such project until completed.


XVI. Effective Date

This Regulation shall take effect immediately upon its approval by the General Council and such approval shall be deemed retroactive to October 19, 2000. Any amendments to this Regulation shall take effect upon their adoption by the General Council, unless otherwise specified by the General Council.

CERTIFICATION

I, the undersigned, as Secretary of the Pauma Band of Luiseño Mission Indians of the Pauma & Yuima Reservation, do hereby certify that the foregoing regulation was adopted by the General Council pursuant to the results of a general mail-out ballot of 44 votes in favor, 2 votes opposed and 2 votes abstaining, results recorded on November 16, 2004, and amended by the results of votes taken at a General Council meetings held on March 5, 2006, with 51 in favor, 0 opposed and 0 abstaining, on September 9, 2014, with 51 in favor, 0 opposed and 0 abstaining, on November 6, 2016 with 47 votes in favor, 0 votes opposed and 0 votes abstaining, and the results of a general mail-out ballot of 25 votes in favor, 18 votes opposed and 1 vote abstaining, results recorded on November 19, 2020, and that this Regulation has not been rescinded or otherwise amended in any way.

11/19/2020
Date



Tribal Secretary

**Pauma Band of Luiseño Mission Indians of the Pauma & Yuima Reservation
Gaming Regulation 006**

Technical Standards for Gaming Devices and Other Electronic Devices

I. Purpose

This Regulation establishes the technical standards and testing requirements applicable to gaming devices used in connection with the Gaming Facility operated on the Pauma-Yuima Reservation. The purpose of these technical standards is to ensure that such gaming devices are fair, secure, and able to be audited and operated correctly. This Regulation is adopted in accordance with Section 8.1.14 of the compact between the Tribe and the State of California (the “Compact”), which requires the Tribe to adopt technical standards for class III gaming devices that are no less stringent than those standards approved by a recognized gaming testing laboratory in the gaming industry.

II. Interpretation

- A. This Regulation supplements the provisions of the Tribe’s Gaming Ordinance, the Indian Gaming Regulatory Act (25 U.S.C. § 2701 *et seq.*) and its regulations (25 C.F.R. § 500 *et seq.*) (“IGRA”), and the Compact. In the event of a conflict or inconsistency between this Regulation and the provisions of the Gaming Ordinance, IGRA, or the Compact, the provisions of the Gaming Ordinance, IGRA, or the Compact prevail to the extent of the conflict or inconsistency. Unless specified otherwise, terms used herein shall have the same meaning as in the Gaming Ordinance, IGRA, or the Compact.
- B. In this Regulation,
1. “class II gaming device” shall have the same meaning as the term “class III gaming system” defined in 25 C.F.R. § 547.3 and, where so indicated in the provisions of 25 C.F.R. Part 547, includes gaming equipment used with the play of class II gaming systems;
 2. “class III gaming device” shall have the same meaning as the term “gaming device” defined in Section 2.6 of the Compact; and
 3. “State Gaming Agency” means the California Gambling Control Commission unless the State provides otherwise by written notice pursuant to Section 13.0 of the Compact.

III. Applicable Standards

- A. As allowable technical standards and specifications for class III gaming devices, the Tribe hereby adopts, and incorporates in this Regulation by reference, the technical standards developed by Gaming Laboratories International, Inc. (“GLI”).
- B. As allowable technical standards and specifications for class II gaming devices, the Tribe hereby adopts, and incorporates in this Regulation by reference, the Technical Standards for Electronic, Computer, or other Technological Aids Used in the Play of Class II Games, 25 C.F.R. Part 547.
- C. The Commission is hereby authorized to adopt, in consultation with the management staff of the Tribe’s Gaming Operation, additional GLI standards or other testing laboratories’ technical standards applicable to gaming devices or other electronic devices, provided that the standards specified in paragraphs A or B of this Section, as applicable, are also followed.
- D. A copy of the abovementioned standards shall be kept on file at the offices of the Commission, available for inspection by Tribal members and other interested persons upon reasonable notice.
- E. Nothing herein is intended to limit the authority of the Commission to apply for a variance from the requirements of 25 C.F.R. Part 547 in accordance with section 547.17 of that Part.

IV. General

Any manufacturer, distributor, or supplier of gaming devices shall be required to comply with all provisions of this Regulation prior to putting any of their gaming devices in use at the Gaming Facility.

V. Gaming Device Requirements

- A. No class III gaming device may be offered for play unless:
 - 1. The manufacturer or distributor which sells, leases, or distributes such gaming device has applied for a finding of suitability by the State Gaming Agency at least fifteen (15) days before it is offered for play, has not been found to be unsuitable by the State Gaming Agency, and has been licensed by the Commission;

2. The software for the game authorized for play on the gaming device has been tested, approved, and certified by an independent or State governmental gaming test laboratory (the “Gaming Test Laboratory”) as operating in accordance with the standards set out in Section III of this Regulation, and a copy of said certification is provided to the State Gaming Agency by electronic transmission or by mail unless the State Gaming Agency waives receipt of copies of certification;
 3. The software for the game authorized for play on the gaming device is tested by the Commission to ensure that each game authorized for play on the gaming device has the correct electronic signature prior to insertion into the gaming device; and
 4. The hardware and associated equipment for the gaming device has been tested by the Gaming Test Laboratory to ensure operation in accordance with the manufacturer’s specifications.
- B. No class II gaming device may be offered for play unless it has been submitted to and tested by a Gaming Test Laboratory, and the test results approved by the Commission, in accordance with 25 C.F.R. § 547.4(c).

VI. Gaming Test Laboratory

- A. The Gaming Test Laboratory used for class III gaming devices shall be an independent or State governmental gaming test laboratory recognized in the gaming industry which is competent and qualified to conduct scientific tests and evaluations of gaming devices, and is licensed or approved by any of the following states: Arizona, California, Colorado, Illinois, Indiana, Iowa, Michigan, Missouri, Nevada, New Jersey, or Wisconsin.
- B. The Gaming Test Laboratory used for class II gaming devices shall meet the criteria set forth in 25 C.F.R. § 547.4(f)(1). The Commission shall carry out the responsibilities set forth in 25 C.F.R. § 547.4(f)(2) relating to maintaining and disclosing records relating to its approval of the Gaming Test Laboratory and imposing notice requirements on the Gaming Test Laboratory.

VII. Annual Audit

The Commission shall ensure that compliance with the provisions of Sections V and VI of this Regulation applicable to class III gaming devices is audited annually by an independent auditor. For purposes of this Section, an independent auditor shall be a certified public accountant and/or certified internal auditor who is not employed by the Tribe, the Commission, or the Gaming Operation, has no financial interests in any of these entities, and is only otherwise

retained by any of these entities to conduct regulatory audits or audits under Section 8.1.8 of the Compact.

VIII. Inspections

The Commission shall make records concerning class II gaming devices available to the National Indian Gaming Commission upon request as required by 25 C.F.R. Part 547.

IX. Compliance

The Commission shall monitor the installation, repair, modification, and operation of gaming devices to ensure compliance with this Regulation and take appropriate enforcement action for violations of this Regulation.

X. Severability

If any provision of this Regulation or the application thereof to any person or circumstance is held invalid, its invalidity does not affect other provisions or applications of this Regulation, and to this end the provisions of this Regulation are severable.

XI. Sovereign Immunity

The sovereign immunity of the Tribe is in no manner waived by this Regulation or by any action by the Gaming Operation, the Commission, or any employee of the Tribe, the Commission or the Gaming Operation acting pursuant to this Regulation.

XII. Effective Date

This Regulation shall take effect immediately upon its adoption by the General Council. Any amendments to this Regulation shall take effect upon their adoption by the General Council, unless otherwise specified by the General Council.

CERTIFICATION

I, the undersigned, as Secretary of the Pauma Band of Luiseno Mission Indians of the Pauma & Yuima Reservation, do hereby certify that this Regulation was adopted by the General Council pursuant to the results of a general mail-out ballot, by a vote of 44 in favor, 2 opposed and 2 abstaining, the results recorded on November 16, 2004, and was amended by the General Council pursuant to the results of a general mail-out ballot, by a vote of 41 in favor, 0 opposed and 4 abstaining, the results recorded on December 29, 2004, the results of votes taken at General Council meetings held on March 5, 2006, with 51 in favor, 0 opposed and 0 abstaining, on April 11, 2010, with 54 in favor, 0 opposed and 0 abstaining, on September 7, 2014, with 51 in favor, 0 opposed and 0 abstaining, and the results of a general mail-out ballot, by a vote of 25 in favor, 18 opposed and 1 abstaining, recorded on November 19, 2020, and that this Regulation has not been further amended or rescinded in any way.

11/19/2020

Date

Jenna D. Spilner

Tribal Secretary

**Pauma Band of Luiseño Mission Indians of the Pauma & Yuima Reservation
Gaming Regulation 007**

Tribal Labor Relations Regulation

I. Threshold of Applicability

- A. The Tribe adopts this Tribal Labor Relations Regulation (TLRR or Regulation) as required by the Tribal-State gaming compacts of all class III tribal gaming operations and related facilities employing two hundred fifty (250) or more persons. A “related facility” is one for which the only significant purpose is to facilitate patronage of the Tribe’s Gaming Facility.
- B. Upon the request of a labor union, the Pauma Gaming Commission shall certify the number of employees in the Gaming Facility or other related facility as defined in paragraph A above. Either party may dispute the certification of the Pauma Gaming Commission to the Tribal Labor Panel.

II. Definitions

- A. “Eligible Employee” means any person employed at the Gaming Facility or other related facility, except for any of the following:
 - 1. Any employee who is a supervisor, defined as any individual having authority, in the interest of the Tribe and/or employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment;
 - 2. Any employee of the Pauma Gaming Commission;
 - 3. Any employee of the security department, other than those who are responsible for the technical repair and maintenance of equipment;
 - 4. Any cash operations employee who is a “cage” employee or money counter; or
 - 5. Any dealer.

- B. “Tribal Labor Panel” means the body created as part of the dispute resolution process described in Section XIII of this Regulation.

III. Non-interference with Regulatory or Security Activities

Operation of this Regulation shall not interfere in any way with the duty of the Pauma Gaming Commission to regulate the Gaming Operation in accordance with the Tribe’s Gaming Ordinance. Furthermore, the exercise of rights hereunder shall in no way interfere with the Gaming Operation’s surveillance/security systems, or any other internal controls system designed to protect the integrity of the Gaming Operation. The Pauma Gaming Commission is specifically excluded from the definition of Tribe and its agents.

IV. Eligible Employees Free to Engage in or Refrain from Concerted Activity

Eligible Employees shall have the right to self-organization, to form, to join, or assist employee organizations, to bargain collectively through representatives of their own choosing, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and shall also have the right to refrain from any or all such activities.

V. Unfair Labor Practices for the Tribe

It shall be an unfair labor practice for the Tribe and/or employer or their agents:

- A. To interfere with, restrain, or coerce Eligible Employees in the exercise of the rights guaranteed herein;
- B. To dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it, but this does not restrict the Tribe and/or employer and a certified union from agreeing to union security or dues checkoff;
- C. To discharge or otherwise discriminate against an Eligible Employee because s/he has filed charges or given testimony under this Regulation;
- D. To refuse to bargain collectively with the representatives of Eligible Employees.

VI. Unfair Labor Practices for the Union

It shall be an unfair labor practice for a labor organization or its agents:

- A. To interfere, restrain, or coerce Eligible Employees in the exercise of the rights guaranteed herein;

- B. To engage in, induce, or encourage any individual employed by any person engaged in commerce or in an industry affecting commerce to engage in a strike, a primary or secondary boycott, or a refusal in the course of his employment to use, manufacture, process, transport, or otherwise handle or work on any goods, articles, materials, or commodities, or to perform any services; or to threaten, coerce, or restrain any person engaged in commerce or in an industry affecting commerce or other terms and conditions of employment. This Section does not apply to Section XI;
- C. To force or require the Tribe and/or employer to recognize or bargain with a particular labor organization as the representative of Eligible Employees if another labor organization has been certified as the representative of such Eligible Employees under the provisions of this TLRR;
- D. To refuse to bargain collectively with the Tribe and/or employer, provided it is the representative of Eligible Employees subject to the provisions herein; or
- E. To attempt to influence the outcome of a Tribal governmental election, provided, however, that this section does not apply to Tribal members.

VII. Tribe and Union Right to Free Speech

The Tribe's and a union's expression of any view, argument, or opinion or the dissemination thereof, whether in written, printed, graphic, or visual form, shall not constitute or be evidence of interference, restraint, or coercion if such expression contains no threat of reprisal or force or promise of benefit.

VIII. Access to Eligible Employees

- A. Access shall be granted to the union for the purposes of organizing Eligible Employees, provided that such organizing activity shall not interfere with patronage of the Gaming Facility or related facility or with the normal work routine of the Eligible Employees and shall be done on non-work time in non-work areas that are designated as employee break rooms or locker rooms that are not open to the public. The Tribe may require the union and or union organizers to be subject to the same licensing rules applied to individuals or entities with similar levels of access to the Gaming Facility or related facility, provided that such licensing shall not be unreasonable, discriminatory, or designed to impede access.

- B. The Tribe, in its discretion, may also designate additional voluntary access to the union in such areas as employee parking lots and non-gaming facilities located on Tribal lands.
- C. In determining whether organizing activities potentially interfere with normal Tribal work routines, the union's activities shall not be permitted if the Tribal Labor Panel determines that they compromise the operation of the Gaming Facility or the following:
 - 1. Security and surveillance systems throughout the Gaming Facility or related facilities, and reservation;
 - 2. Access limitations designed to ensure security;
 - 3. Internal controls designed to ensure security; or
 - 4. Other systems designed to protect the integrity of the Gaming Operation, Tribal property and/or safety of the Gaming Facility's personnel, patrons, employees, Tribal members, residents, guests, or invitees.
- D. The Tribe shall provide to the union, upon a thirty percent (30%) showing of interest to the Tribal Labor Panel, an eligibility list containing the full first and last name of the Eligible Employees within the sought-after bargaining unit and the Eligible Employees' last known address, within ten (10) working days. Nothing herein shall preclude a Tribe from voluntarily providing an eligibility list at an earlier point of a union organizing campaign.
- E. The Tribe agrees to facilitate the dissemination of information from the union to Eligible Employees at the Gaming Facility by allowing posters, leaflets, and other written materials to be posted in non-public employee break areas where the Tribe already posts announcements pertaining to Eligible Employees. Actual posting of such posters, notices, and other materials, shall be by employees desiring to post such materials.

IX. Indian Preference Explicitly Permitted

Nothing herein shall preclude the Tribe from giving Indian preference in employment, promotion, seniority, lay-offs, or retention to members of any Federally-recognized Indian tribe or shall in any way affect the Tribe's right to follow Tribal law, personnel policies, or the Tribe's customs or traditions regarding Indian preference in employment, promotion, seniority, lay-offs, or retention. Moreover, in the event of a conflict between Tribal law or the Tribe's customs and

traditions regarding Indian preference and this Regulation, the Tribal law or the Tribe's customs and traditions shall govern.

X. Selection of Representatives

- A. Dated and signed authorized cards from thirty percent (30%) or more of the Eligible Employees within the bargaining unit verified by the elections officer will result in a secret ballot election to be held within thirty (30) days from presentation to the elections officer.
- B. The election shall be conducted by the election officer. The election officer shall be a member of the Tribal Labor Panel chosen pursuant to the dispute resolution provisions herein. All questions concerning representation of the Tribe and/or Employer's Eligible Employees by a labor organization shall be resolved by the election officer. The election officer shall be chosen upon notification by the labor organization to the Tribe of its intention to present authorization cards, and the same election officer shall preside thereafter for all proceedings under the request for recognition; provided however that if the election officer resigns, dies, or is incapacitated for any other reason from performing the functions of this office, a substitute election officer shall be selected in accordance with the dispute resolution provisions herein.
- C. The election officer shall certify the labor organization as the exclusive collective bargaining representative of a unit of employees if the labor organization has received the majority of votes by employees voting in a secret ballot election that the election officer determines to have been conducted fairly. If the election officer determines that the election was conducted unfairly due to misconduct by the Tribe and/or employer or union, the election officer may order a re-run election. If the election officer determines that there was the commission of serious unfair labor practices by the Tribe that interfere with the election process and preclude the holding of a fair election, and the labor organization is able to demonstrate that it had the support of a majority of the employees in the unit at any point before or during the course of the Tribe's misconduct, the election officer shall certify the labor organization.
- D. The Tribe or the union may appeal any decision rendered after the date of the election by the election officer to a three (3) member panel of the Tribal Labor Panel mutually chosen by both parties.
- E. A union which loses an election and has exhausted all dispute remedies related to the election may not invoke any provisions of this Regulation at the Gaming Facility or related facility until one year after the election was lost.

XI. Collective Bargaining Impasse

- A. Upon recognition, the Tribe and the union will negotiate in good faith for a collective bargaining agreement covering bargaining unit employees represented by the union.
- B. If collective bargaining negotiations result in impasse, and the matter has not been resolved by the Tribal forum procedures set forth in Section XIII, paragraph B governing resolution of impasse, within sixty (60) working days or such other time as mutually agreed to by the parties, the union shall have the right to strike. Strike-related picketing shall not be conducted on Indian lands as defined in 25 U.S.C. § 2703(4).

XII. Decertification of Bargaining Agent

- A. The filing of a petition signed by thirty percent (30%) or more of the Eligible Employees in a bargaining unit seeking the decertification of a certified union, will result in a secret ballot election to be held thirty (30) days from the presentation of the petition.
- B. The election shall be conducted by an election officer. The election officer shall be a member of the Tribal Labor Panel chosen pursuant to the dispute resolution provisions herein. All questions concerning the decertification of the labor organization shall be resolved by an election officer. The election officer shall be chosen upon notification to the Tribe and the union of the intent of the employees to present a decertification petition, and the same election officer shall preside thereafter for all proceedings under the request for decertification; provided however that if the election officer resigns, dies, or is incapacitated for any other reason from performing the functions of this office, a substitute election officer shall be selected in accordance with the dispute resolution provisions herein.
- C. The election officer shall order the labor organization decertified as the exclusive collective bargaining representative if a majority of the employees voting in a secret ballot election that the election officer determines to have been conducted fairly vote to decertify the labor organization. If the election officer determines that the election was conducted unfairly due to misconduct by the Tribe and/or employer or the union the election officer may order a re-run election or dismiss the decertification petition.
- D. A decertification proceeding may not begin until one (1) year after the certification of a labor union if there is no collective bargaining agreement.

Where there is a collective bargaining agreement, a decertification petition may only be filed no more than ninety (90) days and no less than sixty (60) days prior to the expiration of a collective bargaining agreement. A decertification petition may be filed any time after the expiration of a collective bargaining agreement.

- E. The Tribe or the union may appeal any decision rendered after the date of the election by the election officer to a three (3) member panel of the Tribal Labor Panel mutually chosen by both parties.

XIII. Binding Dispute Resolution Mechanism

- A. All issues shall be resolved exclusively through the binding dispute resolution mechanisms herein, with the exception of a collective bargaining negotiation impasse, which shall only go through the first level of binding dispute resolution.
- B. The first level of binding dispute resolution for all matters related to organizing, election procedures, alleged unfair labor practices, and discharge of Eligible Employees shall be an appeal to a designated Tribal forum such as the Business Committee or a grievance board. The parties agree to pursue in good faith the expeditious resolution of these matters within strict time limits. The time limits may not be extended without the agreement of both parties. In the absence of a mutually satisfactory resolution, either party may proceed to the independent binding dispute resolution set forth below. The agreed upon time limits are set forth as follows:
 - 1. All matters related to organizing, election procedures, and alleged unfair labor practices prior to the union becoming certified as the collective bargaining representative of bargaining unit employees, shall be resolved by the designated Tribal forum within thirty (30) working days; and
 - 2. All matters after the union has become certified as the collective bargaining representative and related specifically to impasse during negotiations, shall be resolved by the designated Tribal forum within sixty (60) working days.
- C. The second level of binding dispute resolution shall be a resolution by the Tribal Labor Panel, consisting of ten (10) arbitrators appointed by mutual selection of the parties which panel shall serve the Tribe. The Tribal Labor Panel shall have authority to hire staff and take other actions necessary to conduct elections, determine units, determine scope of negotiations, hold hearings, subpoena witnesses, take testimony, and conduct all other activities needed to fulfill its obligations under this Regulation.

1. Each member of the Tribal Labor Panel shall have relevant experience in Federal labor law and/or Federal Indian law, with preference give to those with experience in both. Names of individuals may be provided by such sources as, but not limited to, Indian Dispute Services, Federal Mediation and Conciliation Service, and the American Academy of Arbitrators; and
 2. Unless either party objects, one arbitrator from the Tribal Labor Panel will render a binding decision on the dispute under the Regulation. If either party objects, the dispute will be decided by a three -member panel of the Tribal Labor Panel, which will render a binding decision. In the event there is one arbitrator, five (5) Tribal Labor Panel names shall be submitted to the parties and each party may strike no more than two (2) names. In the event there is a three-member panel, seven (7) Tribal Labor Panel names shall be submitted to the parties and each party may strike no more than two (2) names. A coin toss shall determine which party may strike the first name. The arbitrator will generally follow the American Arbitration Associations' procedural rules relating to labor dispute resolution. The arbitrator or panel must render a written, binding decision that complies in all respects with the provisions of this Regulation.
- D. Under the third level of binding dispute resolution, either party may seek a motion to compel arbitration or a motion to confirm an arbitration award in Tribal Court, which may be appealed to Federal court. If the Tribal Court does not render its decision within ninety (90) days, or in the event there is no Tribal Court, the matter may proceed directly to federal court. In the event the Federal court declines jurisdiction, the Tribe agrees to a limited waiver of its sovereign immunity for the sole purpose of compelling arbitration or confirming an arbitration award issued pursuant to the Regulation in the appropriate State Superior Court. The parties are free to put at issue whether or not the arbitration award exceeds the authority of the Tribal Labor Panel.

XIV. Severability

If any provision of this Regulation or the application thereof to any person or circumstance is held invalid, its invalidity does not affect other provisions or applications of this Regulation, and to this end the provisions of this Regulation are severable.

XV. Sovereign Immunity

Except as provided for in Section XIII, the sovereign immunity of the Tribe is in no manner waived by this Regulation or by any action by the Gaming Operation, or any employee or agent of the Tribe or the Gaming Operation acting pursuant to this Regulation.

XVI. Effective Date

This Regulation shall take effect immediately upon its approval by the General Council and such approval shall be deemed retroactive to October 2, 2004. Any amendments to this Regulation shall take effect upon their adoption by the General Council, unless otherwise specified by the General Council.

CERTIFICATION

I, the undersigned, as Secretary of the Pauma Band of Luiseño Mission Indians of the Pauma & Yuima Reservation, do hereby certify that this Regulation was adopted by the General Council pursuant to the results of a general mail-out ballot, by a vote of 41 in favor, 2 opposed and 2 abstaining, the results recorded on November 16, 2004, and amended by the results of votes taken at General Council meetings held on March 5, 2006, with 51 in favor, 0 opposed and 0 abstaining, September 7, 2014, with 51 in favor, 0 opposed and 0 abstaining, and the results of a general mail-out ballot, by a vote of 25 in favor, 18 opposed and 1 abstaining, recorded on November 19, 2020, and that this Regulation has not been further amended or rescinded in any other way.

11/19/2020
Date


Tribal Secretary

**Pauma Band of Luiseño Mission Indians of the Pauma & Yuima Reservation
Gaming Regulation 008**

Employment Discrimination

I. Purpose

This Regulation describes the anti-discrimination standards applicable to the Tribe's Gaming Operation in relation to the employment of persons to work for the Gaming Operation. This Regulation is adopted to satisfy the Tribe's obligation under Sections 10.2(g) of the Compact between the Tribe and the State of California ("the Compact").

II. Interpretation

This Regulation supplements the provisions of the Tribe's Gaming Ordinance, the Indian Gaming Regulatory Act (25 U.S.C. § 2701 *et seq.*) and its Regulations (25 C.F.R. § 500 *et seq.*) ("IGRA"), and the Compact, which are incorporated herein. In the event of a conflict or inconsistency between this Regulation and the provisions of the Gaming Ordinance, IGRA, or the Compact, the provisions of the Gaming Ordinance, IGRA, or the Compact prevail to the extent of the conflict or inconsistency. Unless specified otherwise, terms used herein shall have the same meaning as in the Gaming Ordinance, IGRA, or the Compact.

In this Regulation:

- A. "Auxiliary aids and services" includes qualified interpreters or other effective methods of making aurally delivered materials available to individuals with hearing impairments; qualified readers, taped texts, or other effective methods of making visually delivered materials available to individuals with vision impairments; acquisition or modification of equipment or devices; and other similar services and actions;
- B. "Disability" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of such individual; a record of such impairment; or being regarded as having such an impairment;
- C. "Drug" means a controlled substance, as defined in schedules I through V of section 202 of the Controlled Substances Act, 21 U.S.C. § 812;
- D. "Employee benefit plan" shall mean employee benefit plan as that phrase is defined in 29 U.S.C. § 1002(2);
- E. "Employer" means the Gaming Operation, as that term is defined in Section 2.9 of the Compact, which is wholly owned by the Tribe, provided that it has twenty

(20) or more employees for each working day in each of twenty (20) or more calendar weeks in the current or preceding calendar year;

- F. “Illegal use of drugs” means the use of drugs, the possession or distribution of which is unlawful under the Controlled Substances Act (21 U.S.C. § 801 et seq.), but such term does not include the use of a drug taken under supervision by a licensed health care professional, or other uses authorized by the Controlled Substances Act or other provisions of Federal law;
- G. “Qualified individual with a disability” means an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires, with consideration for the employer’s judgment as to what functions of a job are essential, and if the employer has prepared a written description before advertising or interviewing applicants for the job, this description shall be considered evidence of the essential functions of the job;
- H. “Reasonable accommodation” may include making existing facilities used by employees readily accessible to and usable by individuals with disabilities, job restructuring, part-time or modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities; and
- I. “Undue hardship” means an action requiring significant difficulty or expense, when considered in light of the following factors: the nature and cost of the accommodation needed under this Regulation; the overall financial resources of the facility involved in the provision of the reasonable accommodation; the number of persons employed at such facility; the effect on expenses and resources, or the impact otherwise of such accommodation upon the operation of the facility; the overall financial resources of the employer; the overall size of the employer’s business with respect to the number of its employees; the number, type and location of its facilities; and the type of operations of the Gaming Operation.

III. Unlawful Employment Discrimination

A. Discrimination Prohibited

- 1. It shall be an unlawful employment practice for the Gaming Operation, because of the race, religious creed, color, national origin, physical

disability, mental disability, sex, or sexual orientation of any person, to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge the person from employment or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions, or privileges of employment unless based upon a bona fide occupational qualification.

2. This Regulation does not prohibit the Gaming Operation from refusing to hire or discharging an employee with a temporary physical or mental disability, wither it be temporary or permanent, or because of his/her medical condition, or subject the Gaming Operation to any legal liability resulting from the refusal to employ or the discharge of an employee with a physical or mental disability or medical condition, whether it be temporary or not, where the employee, because of his/her physical or mental disability or medical condition, is unable to perform his/her essential duties even with reasonable accommodations or cannot perform those duties in a manner that would not endanger his/her health or safety or the health or safety of others even with reasonable accommodations.
 3. It shall be unlawful for the Gaming Operation, unless specifically acting in accordance with Federal equal employment opportunity guidelines and regulations approved by the Equal Employment Opportunity Commission, to print or circulate or cause to be printed or circulated any publication, or to make any non-job-related inquiry of an employee or applicant, either verbal or through use of an application form, that expresses, directly or indirectly, any limitation, specification, or discrimination as to race, religious creed, color, national origin, physical disability, mental disability, sex, or sexual orientation, or any intent to make any such limitation, specification, or discrimination.
- B. Indian Preference. Indian preference in employment constitutes a permitted preference system based upon the political affiliations of Native Americans and thus is completely exempted from the prohibitions of this Regulation. The Tribe is fully committed to the principles of non-discrimination and provides equal employment opportunities and affirmative action in support of such goals. Indian preference in employment, as described in the Tribe's Employee Handbook and TERO policy, will be an integral part of the selection process.

C. Gender-Based Clothing Requirements

1. The Gaming Operation shall not refuse to permit an employee to wear pants on account of the gender of the employee.
2. Nothing in this Section III shall prohibit the Gaming Operation from requiring employees in a particular occupation to wear a uniform or from requiring an employee to wear a costume while that employee is portraying a specific character or dramatic role.

D. Sexual Harassment. Sexual harassment is a form of discrimination and is unlawful under this Regulation.

IV. Prohibition of Age Discrimination

A. It shall be unlawful for the Gaming Operation:

1. To fail or refuse to hire, or to discharge any individual, or otherwise discriminate against any individual with respect to his/her compensation, terms, conditions, or privileges of employment, because of such individual's age;
2. To limit, segregate, or classify any employee in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his/her status as an employee, because of such individual's age;
3. To reduce the wage rate of any employee in order to comply with this Regulation; or
4. To use salary as a basis for differentiating between employees when terminating employment if use of that criterion adversely impacts older workers as a group.

B. It shall not be unlawful for the Gaming Operation:

1. To take any action otherwise prohibited under paragraph A of Section IV of this Regulation where age is a bona fide occupational qualification reasonably necessary to the normal operation of the particular business, or where the differentiation is based on reasonable factors other than age;

2. To take any action otherwise prohibited under paragraph A of Section IV of this Regulation for the purpose of:
 - a. observing the terms of a bona fide seniority system that is not intended to evade the purposes of this Regulation, except that no such seniority system shall require or permit the involuntary retirement of any individual because of the age of such individual;
 - b. observing the terms of a bona fide employee benefit plan where, for each benefit or benefit package, the actual amount of payment made or cost incurred on behalf of an older worker is no less than that made or incurred on behalf of a younger worker, as permissible under federal law, or that is a voluntary early retirement incentive plan consistent with the relevant purpose or purposes of this Regulation; or
 - c. discharging or otherwise disciplining an individual for good cause.
- C. Notwithstanding paragraph A of Section IV of this Regulation, it shall not be a violation of this Regulation solely because:
 1. An employee pension benefit plan provides for the attainment of a minimum age as a condition of eligibility for normal or early retirement benefits;
 2. A defined benefit plan provides for payments that constitute the subsidized portion of an early retirement benefit; or social security supplements for plan participants that commence before the age and terminate at the age (specified by the plan) when participants are eligible to receive reduced or unreduced old-age insurance benefits under title II of the Social Security Act (42 U.S.C. et seq.) or other Federal law, and that do not exceed such old-age insurance benefits;
 3. Following a contingent event unrelated to age, the value of any retiree health benefits received by an individual eligible for an immediate pension; or the value of any additional pension benefits that are made available solely as a result of the contingent event unrelated to age and following which the individual is eligible for not less than an immediate and unreduced pension, or both, are deducted from severance pay made available as a result of the contingent event unrelated to age;

4. For an individual who receives immediate pension benefits that are actuarially reduced under subparagraph 3, above, the amount of the deduction available pursuant to subparagraph 3 shall be reduced by the same percentage as the reduction in the pension benefits. For the purposes of this paragraph, severance pay includes that portion of supplemental unemployment compensation benefits that constitutes additional benefits of up to fifty-two (52) weeks, has the primary purpose and effect of continuing benefits until an individual becomes eligible for an immediate and unreduced pension; and is discontinued once the individual becomes eligible for an immediate and unreduced pension.

D. Age Limits

1. The prohibitions in this Section shall be limited to individuals who are at least forty (40) years of age.
2. Nothing in this Regulation shall be construed to prohibit compulsory retirement of any employee who has attained sixty-five (65) years of age and who, for the two-year (2-year) period immediately before retirement, is employed in a bona fide executive or high policy-making position, if such employee is entitled to an immediate nonforfeitable annual retirement benefit from a pension, savings, or deferred compensation plan, or any combination of such plans, of the employer of such employee, which equals, in the aggregate, at least forty-four thousand dollars (\$44,000.00).

- E. Continuation of Employment Beyond Normal Retirement Date. The Gaming Operation shall permit any employee who indicates in writing a desire in a reasonable time, and can demonstrate the ability to do so, to continue his/her employment beyond any retirement date contained in any private pension or retirement plan. This employment shall continue so long as the employee demonstrates his/her ability to perform the functions of the job adequately and the employer is satisfied with the quality of work performed.

V. Equal Opportunities for Individuals with Disabilities

A. Discrimination

1. The Gaming Operation shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge

of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

2. As used in this Section, the term “discriminate” includes:
 - a. limiting, segregating, or classifying a job applicant or employee in a way that adversely affects the opportunities or status of such applicant or employee because of the disability of such applicant or employee;
 - b. participating in a contractual or other arrangement or relationship that has the effect of subjecting the Gaming Operation’s qualified applicant or employee with a disability to the discrimination prohibited under this Regulation (such relationship includes a relationship with an employment or referral agency, labor union, an organization providing fringe benefits to employees, or an organization providing training and apprenticeship programs);
 - c. utilizing standards, criteria, or methods of administration that have the effect of discrimination on the basis of disability or that perpetuate the discrimination of others who are subject to common administrative control;
 - d. excluding or otherwise denying equal jobs or benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a relationship or association;
 - e. not making reasonable accommodations to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless the Gaming Operation can demonstrate that the accommodation would impose an undue hardship on the operation of the business of the Gaming Operation;
 - f. denying employment opportunities to a job applicant or employee who is an otherwise qualified individual with a disability, if such denial is based on the need of the Gaming Operation to make reasonable accommodation to the physical or mental impairment(s) of the employee or applicant.

- g. using qualification standards, employment tests, or other selection criteria that screen out or tend to screen out an individual with a disability or a class of individuals with disabilities unless the standard, test, or other selection criteria is shown to be job-related for the position in question and is consistent with business necessity; and
 - h. failing to select and administer tests concerning employment in the most effective manner to ensure that, when such test is administered to a job applicant or employee who has a disability that impairs sensory, manual, or speaking skills, such test results accurately reflect the skills, aptitude, or whatever other factor of such applicant or employee that such test purports to measure, rather than reflecting the impaired sensory, manual, or speaking skills of such employee or applicant (except where such skills are the factors that the test purports to measure).
- 3. It is a defense to a charge of discrimination under this Regulation that an alleged application of qualification standards, tests, or selection criteria that screen out or tend to screen out or otherwise deny a job or benefit to an individual with a disability has been shown to be job-related and consistent with business necessity, and such performance cannot be accomplished by reasonable accommodation, as required under this Section V.
 - 4. Qualification standards may include a requirement that an individual not pose a direct threat to the health or safety of other individuals in the workplace.

B. Medical Examinations and Inquiries

- 1. The prohibition against discrimination as referred to in paragraph A of Section V shall include medical examinations and inquiries. The Gaming Operation shall not conduct a medical examination or make inquiries of a job applicant as to whether such applicant is an individual with a disability or as to the nature or severity of such disability. However, the Gaming Operation may make pre-employment inquiries into the ability of an applicant to perform job-related functions;
- 2. The Gaming Operation may require a medical examination after an offer of employment has been made to a job applicant and prior to the commencement of the employment duties of such applicant, and may

condition an offer of employment on the results of such examination if all entering employees are subjected to such an examination regardless of disability; provided that all information regarding the medical condition or history of the applicant is collected and maintained on separate forms and in separate medical files and is treated as a confidential medical record, except that:

- a. supervisors and managers may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations;
- b. first aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment;
- c. The Business Committee or its designee investigating compliance with this Regulation shall be provided relevant information on request; and
- d. the results of such examination are used only in accordance with this Section V.

C. Prohibited and Acceptable Examinations and Inquiries

1. The Gaming Operation shall not require a medical examination and shall not make inquiries of an employee as to whether such an employee is an individual with a disability or as to the nature or severity of the disability, unless such examination or inquiry is shown to be job-related and consistent with business necessity.
2. The Gaming Operation may conduct voluntary medical examinations, including voluntary medical histories, which are part of an employee health program available to employees at that work site and may make inquiries into the ability of an employee or prospective employee to perform job-related functions. Information obtained under such an inquiry regarding the medical condition or history of any employee are subject to the requirements of paragraph B of Section V.

D. Illegal Use of Drugs and Alcohol

1. The term “qualified individual with a disability” shall not include any employee or applicant who is currently engaging in the illegal use of drugs, when the employer acts on the basis of such use. However, nothing

in this section shall be construed to exclude as a qualified individual with a disability an individual who:

- a. has successfully completed a supervised drug rehabilitation program and is no longer engaging in the illegal use of drugs, or has otherwise been rehabilitated successfully and is no longer engaging in such use;
 - b. is participating in a supervised rehabilitation program and is no longer engaging in such use; or
 - c. is erroneously regarded as engaging in such use, but is not engaging in such use.
2. Notwithstanding the above, it shall not be a violation of this Section V for the Gaming Operation to adopt or administer reasonable policies or procedures, including but not limited to drug testing, designed to ensure that an individual described in paragraph A of Section V is no longer engaging in the illegal use of drugs.
3. The Gaming Operation may:
- a. prohibit the illegal use of drugs and the use of alcohol or marijuana at the workplace by all employees;
 - b. require that employees shall not be under the influence of alcohol or marijuana or be engaging in the illegal use of drugs at the workplace;
 - c. require that employees behave in conformance with the requirements of the federal Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.);
 - d. hold an employee who engages in the illegal use of drugs or who is an alcoholic to the same qualification standards for employment or job performance and behavior that it holds other employees, even if any unsatisfactory performance or behavior is related to the drug use or alcoholism of such employee.
4. For the purposes of this Section V, a test to determine the illegal use of drugs or prohibited use of alcohol or marijuana shall not be considered a medical examination. Nothing in this Section V shall be construed to

encourage, prohibit, restrict or authorize the conducting of drug testing for the illegal use of drugs or prohibited use of alcohol or marijuana by job applicants or employees or making employment decisions based on such test results.

E. Prohibition Against Retaliation and Coercion

1. No person shall discriminate against any individual because such individual has opposed any act or practice made unlawful by this Regulation or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this Regulation; and
2. It shall be unlawful to coerce, intimidate, threaten, or interfere with any individual in the exercise or enjoyment of, or on account of his/her having exercised or enjoyed, or, on account of his/her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by this Regulation.

F. Limitations

1. Homosexuality and bisexuality are not impairments, and as such are not disabilities under this Regulation.
2. Under this Regulation, the term “disability” shall not include transvestism, transsexualism, or gender identity disorders not resulting from physical impairments.
3. Under this Regulation, the term “disability” shall not include pedophilia, exhibitionism, voyeurism or other sexual behavior disorders.
4. Under this Regulation, the term “disability” shall not include compulsive gambling, kleptomania, pyromania or psychoactive substance use disorders resulting from current illegal use of drugs.

G. Pregnancy and Parental Leave

1. The Gaming Operation shall not, unless based upon a bona fide occupational qualification, because of the pregnancy, childbirth, or related medical condition of any female employee, refuse to promote her, or to refuse to select her for a training program leading to promotion, provided she is able to complete the training program at least three (3) months prior

to the anticipated date of departure for her pregnancy leave, or to discharge her from employment or from a training program leading to promotion, or to discriminate against her in compensation or in terms, conditions or privileges of employment.

2. The Gaming Operation shall not refuse to allow a female employee affected by pregnancy, childbirth, or related medical conditions to receive the same benefits or privileges of employment granted to other persons not so affected who are similar in their ability or inability to work, including to take disability or sick leave or any other accrued leave that is made available to temporarily disabled employees. For purposes of this section, pregnancy, childbirth, and related medical conditions are treated as any other temporary disability.
3. An employee is entitled to take leave for a period of up twelve (12) weeks after the birth, adoption, or foster care placement of a child. The Gaming Operation is not required to provide employees with health insurance coverage for the medical costs of pregnancy, childbirth, or related medical conditions. The inclusion in any health insurance coverage of any provisions or coverage relating to medical costs of pregnancy, childbirth, or related medical conditions shall not be construed to require the inclusion of any other provisions or coverage, nor shall coverage of any related medical conditions be required by virtue of coverage of any medical costs of pregnancy, childbirth, or other related medical conditions.
4. An employee is entitled to take a leave on account of a disability related to pregnancy, childbirth, or related medical condition for a reasonable period of time not to exceed four (4) months. The employee shall be entitled to utilize any accrued vacation leave during this period of time. This paragraph shall not be construed to limit the provisions of subparagraph H.1 of Section V.
5. The Gaming Operation may require any employee who plans to take a leave pursuant to this provision to give reasonable notice of the date the leave shall commence and the estimated duration of the leave.
6. The Gaming Operation shall provide reasonable accommodation for an employee for conditions related to pregnancy, childbirth, or related medical conditions, if so requested, with the advice of the employee's health care provider.

7. If the Gaming Operation has or enters into a collective bargaining agreement requiring or authorizing the transfer of temporarily disabled employees to less strenuous or hazardous positions for the duration of the disability, pregnant employees shall be eligible for such transfers upon the employee's request.
8. The Gaming Operation shall not refuse to temporarily transfer a pregnant employee to a less strenuous or hazardous position for the duration of the employee's pregnancy if so requested, with the advice of the employee's physician, where that transfer can be reasonably accommodated. However, the Gaming Operation is not required by this section to create additional employment that it would not otherwise have created, nor to discharge any employee, transfer any employee with more seniority, or promote any employee who is not qualified to perform the job.

VI. Notice

The Gaming Operation shall act to ensure a workplace free of unlawful discrimination and sexual harassment by distributing to all of its employees an information sheet containing, at a minimum, components on the following:

- A. the illegality of types of discrimination barred under this Regulation;
- B. the illegality of sexual harassment;
- C. the internal complaint process of the Gaming Operation available to the employee; and
- D. the legal remedies and complaint process available under Section VII.

VII. Enforcement

- A. The Tribe, as a sovereign nation on whose territory and under whose authority the Gaming Operation exists and operates, is the sole unit of government empowered to enforce this Regulation. Enforcement of this Regulation shall be possible solely by means of the enforcement mechanisms contained in this Section VII.
- B. Employees who believe they have been the victim of an unlawful employment practice (as that term is defined herein) are entitled to have their claim reviewed by the Business Committee. An employee who wishes to have a grievance reviewed by the Business Committee must file a written complaint with the

Business Committee within one hundred eight days (180) days after the last occurrence of the alleged unlawful employment practice.

1. Upon receiving a written complaint, the Business Committee shall schedule a meeting and promptly notify all parties of the date and time of the meeting. In no event shall such hearing be held later than thirty (30) days from the filing of a written complaint. Along with notice of the hearing, the Business Committee shall provide the accused and the Gaming Operation's General Manager with a copy of the complaint.
2. The Business Committee may require each party to submit, in advance of the hearing, a written statement of their position, copies of all documents to be produced, a list of witnesses who will be called, and the identification of their advisor or spokesperson, if any. Copies of any such materials should be given to the other party involved.
3. The meeting shall be confidential and private. Both parties shall have the right to attend the meeting and produce reasonable documentary and/or testimonial evidence. The Business Committee shall render a final decision within thirty (30) days after the completion of the meeting. The decision of the majority shall be deemed the final decision of the Business Committee. For licensing purposes, the Business Committee shall notify the Gaming Commission of any finding of unlawful employment practices.
4. The processes described in this paragraph B of Section VII are the sole recourse for any person alleging employment discrimination by the Gaming Operation, its officers, employees, or agents. All decisions of the Business Committee are final and cannot be appealed to the General Council, any other tribal entity, or any outside entity.

VIII. Severability

If any provision of this Regulation or the application thereof to any person or circumstance is held invalid, its invalidity does not affect other provisions or applications of this Regulation, and to this end the provisions of this Regulation are severable.

IX. Sovereign Immunity

The sovereign immunity of the Tribe is in no manner waived by this Regulation or by any action by the Gaming Operation, the Business Committee, or any employee of the Gaming Operation or the Tribe acting pursuant to this Regulation.

X. Effective Date

This Regulation shall take effect immediately upon its adoption by the General Council.

CERTIFICATION

I, the undersigned, as Secretary of the Pauma Band of Luisefio Mission Indians of the Pauma & Yuima Reservation, do hereby certify that the foregoing regulation was adopted by the General Council pursuant to the results of a general mail-out ballot of 41 votes in favor, 0 votes opposed and 4 votes abstaining, results recorded on December 29, 2004, amended by a vote taken at a duly called General Council meeting on March 5, 2006, 51 in favor, 0 opposed and 0 abstaining, and by the results of a general mail-out ballot with a vote of 25 in favor, 18 opposed and 1 abstaining, the results recorded on November 19, 2020, and that this Regulation has not been further amended or rescinded in any other way.

11/19/2020

Date



Tribal Secretary

**Pauma Band of Luiseño Mission Indians of the Pauma and Yuima Reservation
Gaming Regulation 009**

**Minimum Standards Concerning
Public and Workplace Health and Safety**

I. Purpose

This Regulation establishes certain minimum standards for the purpose of protecting the health and safety of patrons and employees of the Tribe's Gaming Operation. This Regulation is adopted in accordance with Subsections 10.2(a), (b), (e), and (f) of the gaming compact between the Tribe and the State of California ("Compact"), which require the Tribe to adopt and comply with certain standards concerning public and workplace health and safety that are no less stringent than Federal and/or State standards.

II. Interpretation

This Regulation supplements the provisions of the Tribe's Gaming Ordinance, the Indian Gaming Regulatory Act (25 U.S.C. § 2701 *et seq.*) and its Regulations (25 C.F.R. § 500 *et seq.*) ("IGRA"), and the Compact, which are incorporated herein. In the event of a conflict or inconsistency between this Regulation and the provisions of the Gaming Ordinance, IGRA, or the Compact, the provisions of the Gaming Ordinance, IGRA, or the Compact prevail to the extent of the conflict or inconsistency. Unless specified otherwise, terms used herein shall have the same meaning as in the Gaming Ordinance, IGRA, or the Compact.

III. Scope of Application

This Regulation applies to the Tribe's Gaming Facility.

IV. Food and Beverage Handling Standards

- A. The Gaming Operation shall comply with standards that are no less stringent than the state public health standards for food and beverage handling.
- B. The Gaming Operation will allow compliance inspection of all food and beverage services by Pauma Gaming Commission personnel and State or County personnel during normal hours of operation, to assess compliance with these standards.
- C. The Gaming Operation will ensure that all applicable employees are certified as food handlers and that the health cards are kept on file by management and accessible to Pauma Gaming Commission personnel.

- D. The Gaming Operation will ensure that all areas of the food handling area are free from conditions that present potential hazards.
- E. Nothing herein shall be construed as submission of the Tribe to the jurisdiction of those State or County health inspectors, but any alleged violations of the standards shall be treated as alleged violations of the Compact.

V. Federal Water Quality and Safe Drinking Water Standards

- A. The Gaming Operation shall comply with Federal standards for water quality and safe drinking water applicable in California.
- B. The Gaming Operation shall allow for compliance inspection of water at the Gaming Facility by State or County health inspectors, as applicable, during normal business hours, unless inspections and testing are made by an agency of the United States pursuant to, or by the Tribe under express authorization of, Federal law, to ensure compliance with Federal standards.
- C. Nothing herein shall be construed as submission of the Tribe to the jurisdiction of State or County health inspectors, but any alleged violations of the standards shall be treated as alleged violations of the Compact.

VI. Workplace and Occupational Health and Safety Standards

- A. The Gaming Operation shall comply with all applicable Federal a occupational health and safety standards.
- B. The Gaming Operation shall allow for inspection of the Gaming Facility workplace by State inspectors, during normal business hours, to assess compliance with applicable standards, unless inspections are regularly made by an agency of the United States government to ensure compliance with Federal workplace and occupational health and safety standards.
- C. Nothing herein shall be construed as submission of the Tribe to the jurisdiction of those State inspectors, but any alleged violations of the standards shall be treated as an alleged violation of the Compact.

VII. Public Health and Safety Standards

- A. The Gaming Operation shall comply with all applicable Tribal and Federal laws regarding public health and safety.
- B. The Pauma Gaming Commission may issue emergency orders, including, but not limited to, orders for the closure of the gaming facility, in order to protect public

health and safety. When, in the opinion of the Pauma Gaming Commission, it is feasible to do so without compromising public health and safety, closure orders shall be developed in consultation with the Gaming Operation and the Business Committee.

VIII. Prohibitions Concerning Alcoholic Beverages

- A. If the Tribe permits the consumption of alcoholic beverages in a Gaming Facility, no person under the age of twenty-one (21) years shall be permitted to be present in designated areas in which class II or class III gaming activities are being conducted and in which alcoholic beverages may be consumed, to the extent required by the state Department of Alcoholic Beverage Control.
- B. The Gaming Operation shall not provide, allow, contract to provide, or arrange to provide alcoholic beverages for no charge or a reduced charge as an incentive or enticement to patrons.

IX. Prohibition Concerning Firearms

Possession of firearms shall be prohibited at all times in the Gaming Facility operated under this Ordinance, except for possession of firearms by Tribal, State or County security or law enforcement personnel authorized by Tribal, Federal, or State law to possess firearms at the Gaming Facility.

X. Prohibition Concerning Minors

No person under the age of eighteen (18) years shall be permitted to be present where any class II or class III gaming activities are being conducted unless the person is en-route to a non-gaming area of the Gaming Facility.

XI. Severability

If any provision of this Regulation or the application thereof to any person or circumstance is held invalid, its invalidity does not affect other provisions or applications of this Regulation, and to this end the provisions of this Regulation are severable.

XII. Sovereign Immunity

The sovereign immunity of the Tribe is in no manner waived by this Regulation or by any action by the Gaming Operation, or any employee of the Gaming Operation or the Tribe acting pursuant to this Regulation.

XIII. Effective Date

This Regulation, and any amendments to it, shall take effect immediately upon their adoption by the General Council.

CERTIFICATION

I, the undersigned, as Secretary of the Pauma Band of Luisefño Mission Indians of the Pauma & Yuima Reservation, do hereby certify that the foregoing regulation was adopted by the General Council pursuant to the results of a general mail-out ballot of 41 votes in favor, 0 votes opposed and 4 votes abstaining, results recorded on December 29, 2004, and amended by votes taken at General Council meeting on March 5, 2006, 51 in favor, 0 opposed and 0 abstaining, and the results of a general mail-out ballot of 25 votes in favor, 18 opposed and 1 abstaining, recorded on November 19, 2020, and that this Regulation has not been further amended or rescinded in any other way.

11/19/2020

Date



Tribal Secretary

**Pauma Band of Luiseño Mission Indians of the Pauma & Yuima Reservation
Gaming Regulation 010**

Check Cashing and Extension of Credit

I. Purpose

This Regulation describes the limitations applicable to the Tribe's Gaming Operation in relation to cashing checks or extending credit to patrons. This Regulation is adopted to satisfy the Tribe's obligation under Subsections 10.2(h) and (j) of the Compact between the Tribe and the State of California ("the Compact").

II. Interpretation

This Regulation supplements the provisions of the Tribe's Gaming Ordinance, the Indian Gaming Regulatory Act (25 U.S.C. § 2701 *et seq.*) and its Regulations (25 C.F.R. § 500 *et seq.*) ("IGRA"), and the Compact, which are incorporated herein. In the event of a conflict or inconsistency between this Regulation and the provisions of the Gaming Ordinance, IGRA, or the Compact, the provisions of the Gaming Ordinance, IGRA, or the Compact prevail to the extent of the conflict or inconsistency. Unless specified otherwise, terms used herein shall have the same meaning as in the Gaming Ordinance, IGRA, or the Compact.

III. Scope of Application

This Regulation applies solely to any Gaming Operation operated by the Tribe.

IV. Check Cashing

Pursuant to Subsection 10.2(h) of the Compact, the Gaming Operation is expressly prohibited from cashing checks drawn against any Federal, State, County or City fund, including, but not limited to, social security, unemployment insurance, disability payments, or public assistance payments. The Gaming Operation shall not, however, be prohibited from cashing any payroll checks or checks for the delivery of goods or services that are drawn against a Federal, State, County or City fund.

V. Extension of Credit to Gaming Patrons

A. Pursuant to Subsection 10.2(j) of the Compact, the Gaming Operation may not extend credit to gaming patrons for gambling purposes unless it adopts and follows policies and procedures for doing so that are at least as stringent as the standards applicable to cardroom business licensees when extending credit to gaming patrons pursuant to the California Code of

Regulations, Title 4, Division 18, and such policies and procedures have been approved in advance by the Pauma Gaming Commission.

B. For the purposes of this Regulation only, acceptance of a personal check that is deposited within one (1) business day does not constitute an extension of credit.

VI. Severability

If any provision of this Regulation or the application thereof to any person or circumstance is held invalid, its invalidity does not affect other provisions or applications of this Regulation, and to this end the provisions of this Regulation are severable.

VII. Sovereign Immunity

The sovereign immunity of the Tribe is in no manner waived by this Regulation or by any action by the Gaming Operation, or any employee of the Gaming Operation or the Tribe acting pursuant to this Regulation.

VIII. Effective Date

This Regulation shall take effect immediately upon its adoption by the General Council.

CERTIFICATION

I, the undersigned, as Secretary of the Pauma Band of Luiseño Mission Indians of the Pauma & Yuima Reservation, do hereby certify that the foregoing regulation was adopted by the General Council pursuant to the results of a general mail-out ballot of 41 votes in favor, 0 votes opposed and 4 votes abstaining, results recorded on December 29, 2004, and amended by the votes of the General Council at a meeting held on March 5, 2006, 51 in favor, 0 opposed and 0 abstaining, the results of a general mail-out ballot of 25 votes in favor, 18 opposed and 1 abstaining, recorded on November 19, 2020, and that this Regulation was amended by the General Council at a Special General Council meeting on November 7, 2021 with 67 votes in favor, 0 opposed and 0 abstaining, recorded on November 7, 2021, and that this Regulation has not been further amended or rescinded in any other way.

11/7/21
Date


Tribal Secretary

**Pauma Band of Luiseño Mission Indians of the Pauma & Yuima Reservation
Gaming Regulation 011**

Workers' Compensation Plan

I. Purpose

This Regulation establishes and defines the Tribe's Workers' Compensation Plan ("plan") for employees of the Tribe's Gaming Operation. This Plan is intended to create and maintain a system to redress said employees' ("employees") work-related injuries in general conformity with accepted workers' compensation practice and to clearly define the Gaming Operation's policy in managing injury risk in order to prevent abuse, control costs, medically and vocationally rehabilitate employees, and deliver a program that is equitable to employees, management, and the Tribe. This Regulation is adopted to satisfy the Tribe's obligation under Subsection 10.3(a) of the Compact between the Tribe and the State of California ("Compact").

II. Interpretation

This Regulation supplements the provisions of the Tribe's Gaming Ordinance, the Indian Gaming Regulatory Act (25 U.S.C. § 2701 *et seq.*) and its Regulations (25 C.F.R. § 500 *et seq.*) ("IGRA"), and the Compact, which are incorporated herein. In the event of a conflict or inconsistency between this Regulation and the provisions of the Gaming Ordinance, IGRA, or the Compact, the provisions of the Gaming Ordinance, IGRA, or the Compact prevail to the extent of the conflict or inconsistency. Unless specified otherwise, terms used herein shall have the same meaning as in the Gaming Ordinance, IGRA, or the Compact.

In this Regulation:

- A. "Administrator" means the Insurance Agency or Third Party Administrator responsible for administering this Plan;
- B. "California Workers Compensation law" means the California Labor Code §§ 3200-6149;
- C. "Casino Risk Management" means the person or persons employed by the Gaming Operation who are responsible for analyzing, managing, and controlling exposure to accidental risk;
- D. "Child or Children" means the child of an employee, including a child legally adopted prior to the injury, a child toward whom the employee stands in *loco parentis*, an illegitimate child, a stepchild, and a child according to Tribal custom as determined by applicable Tribal law, if such child was at the time of the injury a member of the employee's family and substantially dependent upon the employee for support, but does not include any married children unless they meet the above-mentioned criteria;

- E. “Claimant” for purposes of this Plan means any person employed by the Gaming Operation who suffers an injury, specific or cumulative, arising from employment with and occurring in the course and scope of employment with the Gaming Operation, but does not include independent contractors;
- F. “Compensable Injury” means a work-related injury to an employee, that is determined to have arisen during the period of employment and while performing the duties of employment in and on the premises of the Employer or a location the Employer requires the employee to perform the employment activities described in detail in this Plan, but does not include injury caused by a third party or fellow employee intended to injure the employee for personal reasons (such injuries are not considered arising out of employment and are not compensable under this Plan);
- G. ”Days” means calendar days unless otherwise expressly provided;
- H. ”Dependent” means the father, mother, grandfather, grandmother, stepfather, stepmother, grandson, granddaughter, brother, sister, half-sister, half-brother, niece, nephew, or any other extended family member as determined by the Administrator to be actually and necessarily dependent in whole or in part upon the earnings of the employee at the time of the compensable injury which caused the employee’s disability or death;
- I. “Disability” means incapacity, due to a compensable injury, to earn wages in the same or other employment;
- J. “Employee” means a person employed by or in the service of the Gaming Operation, either at will or under any express or implied contract of hire, during which employment the Employer has the power or right to control and direct such individual in return for which such individual receives a salary or wages, but does not include independent contractors, contractors, and outside consultants;
- K. “Employer” means the Gaming Operation;
- L. “NGHP User Guide” means a document published by the federal government containing information about and instructions for the mandatory insurer reporting requirements for Non-Group Health Plans;
- M. “Plan” means the Tribe’s Workers’ Compensation Plan;
- N. “Spouse” shall be defined, in conformance with State law or, at the Tribe’s discretion, as a husband, wife, or domestic partner of the employee;
- O. “Work-related injur(y/ies) or illness” means any injury or disease arising out of and in the course and scope of employment and may be either:

1. specific: a result of a specific incident or exposure which causes disability or need for medical treatment; or
 2. cumulative: a result of repetitive physical traumatic activities extending over a period of time, the combined effect of which causes any disability or need for medical treatment; and
- P. “Written decision” means:
1. any finding, decision, or award that shall be reduced to written form by Casino Risk Management; or
 2. the finding(s) and decision(s) of the Administrator to accept or deny in full or in part any claim submitted by a claimant regarding a work-related injury.

III. Scope of Application

This Plan applies to all employees of the Gaming Operation.

IV. Declaration of Policy

It shall be the policy of the Tribe’s Gaming Operation to:

- A. Provide sure and prompt medical treatment for injured employees, and fair, adequate, and reasonable income benefits to injured employees and/or their dependents;
- B. Provide a fair and just administrative system for delivery of medical and income benefits to injured employees, thereby eliminating litigation and the adversary nature of the compensation proceedings to the greatest extent practicable; and
- C. Provide the sole and exclusive source and means by which employees and/or their dependents may seek and qualify for remedies for injuries arising out of and occurring in the course of employment with the Gaming Operation.

V. Exclusive Remedy

The right to receive compensation under this Plan for injuries arising out of and occurring in the course and scope of employment with the Gaming Operation by an employee shall be the exclusive remedy available to the employee, and to anyone claiming through the employee, against the Employer, all departments and programs thereof, and/or the employees thereof. To that end, all civil causes of action against the Employer and the employees thereof, arising from said injuries or death, and the jurisdiction of all courts over such causes of action are hereby abolished and barred, except as provided by this Plan.

VI. Reporting Obligation

- A. An employee must report any work-related injury/illness, regardless of severity, to his/her Supervisor within twenty-four (24) hours of the incident, or exposure causing the work-related injury. In the event of employee incapacitation as a result of a work-related injury, another person on behalf of the employee may report a work-related injury. At this time, Casino Risk Management shall be notified of the injury/illness, and all paperwork shall be forwarded to Casino Risk Management for prompt handling of the claim.
- B. It is the responsibility of Casino Risk Management to provide all necessary reporting information to the Administrator and to maintain consistent communication with the Administrator, in order to ensure prompt handling and closure of all Workers' Compensation claims.
- C. No compensation or medical benefits will be paid if a work-related injury is not reported within thirty (30) days of the employee's knowledge of a work-related injury.

VII. Administrator

The Administrator will act on behalf of the Employer in receiving and processing Workers' Compensation claims under this Plan. The responsibility of the Administrator to make determinations and decisions will include, but not be limited to, the following areas:

- A. Based on investigation and available information, the Administrator will make a determination of responsibility of the Employer and will subsequently accept, delay, or deny a claim. The Administrator will inform the Employer of all existing claim coverage questions, prior to any Employer agreement to the payments of benefits. Within ninety (90) days of receipt of a first report of a work-related injury, the Administrator will advise the Employer and the employee of its determination.
- B. The Administrator will, whenever possible and whenever irresolvable issues do not create adversarial conditions, treat occupationally injured or ill employees as employees and/or clients rather than claimants, in order to assist them in securing equitable benefits in an atmosphere of fairness to all parties.
- C. The Administrator will determine the reasonableness and necessity of medical care and of any medical charges incurred and will determine amounts payable under this Plan. The Administrator will also approve or deny any change of primary physician, referral to specialist physician, or surgical procedure.
- D. The Administrator will direct and control medical care for the occupationally injured or ill employee for the life of the claim, through accredited medical providers who meet the Administrator's requirements of providing appropriate medical care.

- E. The Administrator and Casino Risk Management will ensure that the occupationally injured or ill employee is provided the appropriate medical care to assure timely medical rehabilitation to productive work in a light, modified, or alternate duty capacity while he/she is recuperating to full unrestricted pre-injury status.
- F. In the event that the occupationally injured or ill employee has returned to a permanent and stationary status and remains unable to perform his/her full duties without restrictions, and permanent modified duty or alternative position is not available, then, through vocational rehabilitation, the injured employee will be assisted by the Administrator in returning to suitable gainful employment.
- G. The Administrator will consult directly with occupationally injured or ill employees to assure them of the Employer's interest in their progress.
- H. Based on information provided by the Employer and, if applicable, the injured employee, the Administrator will determine the length of time during which Temporary Total Disability or Temporary Partial Disability benefits, as herein defined, are payable, the compensation rate payable, and the amount payable for Temporary Total Disability or Temporary Partial Disability benefits.
- I. The Administrator will determine the amount payable for Permanent Partial Disability and Permanent Total Disability benefits, as herein defined.
- J. In the event of a fatality as a result of a work-related injury/illness, the Administrator will determine the eligibility of dependents and the term of any dependency benefits payable.

VIII. Insurance or Self Insurance

The Employer has elected to obtain Workers' Compensation insurance for its employees through an A-rated, admitted Workers' Compensation insurance carrier in the State of California. All claims are managed by Casino Risk Management, and administered by a third-party Administrator, as described in detail in this Plan.

IX. Disability Benefits.

- A. **Temporary Total Disability:** If a compensable work-related injury causes Temporary Total Disability, the injured employee's disability payment is 2/3 of the average weekly earnings during the period of such disability, not to exceed the maximum allowed under California Workers' Compensation law. Consideration will be given to the ability of the injured employee to compete in an open labor market.

No temporary disability indemnity is recoverable for the disability suffered during the first three (3) days after the employee is disabled as a result of a work-related

injury/illness unless temporary disability continues for more than fourteen (14) days or the employee is hospitalized as an inpatient for treatment required by the injury, in either of which cases temporary disability indemnity shall be payable from the date of disability. For purposes of calculating the waiting period, the day of injury shall be included unless the employee was paid full wages for that day.

Temporary Total Disability weekly benefit rates shall be paid in accordance with the Administrator's accepted percentage of employee's average weekly wages not to exceed the maximum allowed under California Workers' Compensation law.

- B. **Permanent Partial Disability:** For purposes of this Plan, Permanent Partial Disability shall be defined as permanent disability assigned a rating of less than one hundred percent (100%) permanent disability. In determining the percentage of permanent disability, account shall be taken of the nature of the physical injury, the occupation of the injured employee, and the employee's age at the time of such injury, consideration being given to the diminished ability of such injured employee to compete in an open labor market. Permanent Partial Disability benefits shall be approved by Casino Risk Management and Administrator and paid accordingly.
- C. **Permanent Total Disability:** For purposes of this Plan, Permanent Total Disability shall be defined as permanent disability precluding the employee from any and all gainful employment. There shall be no presumptions of Permanent Total Disability. Compensation shall be paid based on the appropriate weekly rate for Temporary Total Disability benefits according to this Plan. No compensation under this Section shall be paid subsequent to the death, retirement, or incarceration of the injured employee.

X. Fatality Income Benefits

- A. In the event that a fatality occurs as a result of a compensable work-related injury, within five (5) years from the date of that injury, the Employer will be liable for compensation to the dependents of the injured employee as provided for in this Section.
- B. Compensation shall be paid based on the appropriate weekly rate for Temporary Total Disability benefits according to this Plan, not to exceed the maximum allowed under California Workers' Compensation law.
- C. Benefits shall cease upon remarriage of the spouse, or upon the minor child or children turning eighteen (18) years of age, or both.
- D. The dependent(s) must be a spouse or minor child, totally or partially dependent upon the injured worker at the time of injury and at the time of death in order to qualify for benefits. The weekly compensation will be divided between the qualifying dependents in proportion to the percentage of support each received from the

deceased employee. It will be presumed that each qualifying dependent received equal support from the deceased employee.

- E. The Administrator will make necessary allocations, based on the obligations, legal or otherwise, of covered dependents if benefits allocation between different households is required.
- F. In addition to any benefits listed above, the maximum burial allowance will be comparable to that permitted under California Workers' Compensation law not to exceed the maximum permitted under California Workers' Compensation law.

XI. Medicare¹

The Medicare/Medicaid SCHIP Extension Act (MMSEA) (Pub. L. No. 110-173 (2007) (codified in various sections of 42 U.S.C.)) sets forth reporting requirements for insurers where criteria established pursuant to the Act have been met. The Tribe recognizes those requirements (*see, e.g. Section 7.1 of the NGHP User Guide*), and nothing herein shall prevent the Administrator from protecting Medicare's interests where required to do so. Where a claimant is entitled to supportive medical care after maximum medical improvement is achieved under this Regulation, such supportive care will only be provided as specified by a medical provider authorized by the Administrator and only for the duration specified by that medical provider. Neither the Tribe, its insurer, or the Administrator shall have any further obligation to pay benefits under this Regulation, inclusive of any subsequent Medicare liens, when a claim has been closed due to abandonment, award, or settlement.

XII. Scope of Coverage

- A. Compensability shall require physical and medical evidence that the injury or illness arose out of and in the course of employment with the Tribe.
- B. All employees will be entitled to the same benefits under the same rules.
- C. There is no presumption that cardiovascular disease, pneumonia, asthma, or emphysema are caused by employment.
- D. Reflex Sympathetic Dystrophy claims are not covered.
- E. Stress claims are not covered.
- F. Environmental Tobacco ("Second Hand") Smoke claims are not covered.

¹ This provision was drafted in consultation with Tribal First.

XIII. Statue of Limitations

Except as otherwise provided herein, the right to benefits for temporary or permanent disability or death under this Plan shall be barred unless the work-related injury is reported in accordance with Section VI herein and within thirty (30) days of the employee's knowledge of the work-related injury. In the event of employee incapacitation as a result of a work-related injury, another person on behalf of the employee may report a work-related injury.

XIV. Independent Medical Examination

- A. For purposes of this Plan, independent medical examination is defined as a medical examination and/or evaluation of the employee scheduled by the Employer or Administrator, at the Employer's expense, for the purpose of obtaining medical information or opinion.
- B. In the event that the right to compensation under this Plan exists in favor of an employee, the employee shall, upon the written request of the Administrator, submit at reasonable intervals to examination by a practicing physician, provided and paid for by the Employer through insurance purchased. The employee shall likewise submit to examination at reasonable intervals by any physician selected by the Administrator.
- C. As described herein, the Administrator will direct and control medical care for the occupationally injured or ill employee for the life of the claim, through accredited medical providers who meet the Administrator's requirements of providing appropriate medical care.
- D. If an employee unreasonably fails to appear for a scheduled medical examination, appointment or treatment, payment for which has been determined by the Administrator to be the Employer's responsibility, the employee shall become responsible for any missed appointment fee.

XV. Settlements

- A. **Compromise and Release:** Nothing in this Plan shall impair the rights of the parties to compromise any liability claimed to exist under this Plan due to injury, disease, or death, subject to the provisions herein. After reaching a compromise, a copy of the release or compromise agreement shall be signed by both the claimant and the Administrator. The Administrator shall enter an award based on the release or compromise agreement.
- B. **Stipulation Award:** An employee may elect to accept only a permanent disability benefits award and delay acceptance of the Administrator's future medical care benefits determination.

XVI. Dispute Resolution

- A. **Step One - Insurance Administrator Review:** In the event that an injured employee is not satisfied with the initial decision made regarding his/ her claim, the injured employee has the right to appeal in writing to the Administrator within thirty (30) days of the initial notice of decision from the Administrator. The Administrator must reconsider and respond to above-mentioned appeal in writing within thirty (30) days.
- B. **Step Two - Arbitration:** In the event that an injured employee is not satisfied with the outcome of Step One in the Dispute Resolution process under this Section, he/she must submit a written request for arbitration to the Administrator within thirty (30) days of the written notice of the Administrator's decision on the employee's appeal. An arbitrator approved by the American Arbitration Association and experienced in Workers' Compensation practice shall serve as the arbitrator in and shall control a final proceeding to resolve the employee's claim. In so doing, the arbitrator shall take whatever action is necessary to insure an equitable, orderly, and expeditious hearing on the claim. The parties shall abide by the arbitrator's rulings.
- C. The Arbitrator shall have authority to:
1. Administer oaths or affirmation;
 2. Regulate the course of the hearing;
 3. Rule on offers of proof and the admissibility of documents;
 4. Limit the number of witnesses when testimony would be unduly repetitious;
and
 5. Exclude any person from the hearing for contemptuous conduct or misbehavior that obstructs the hearing.

XVII. Burden of Proof During Dispute Resolution Process

The employee shall bear the burden of proof by a preponderance of the evidence. The employee, or employee's dependents in cases of death, shall bear the burden of proving:

- A. that the injury complained of was a result of an occupational incident, exposure, or activity;

- B. that the injury arose out of claimant's employment with the Gaming Operation;
and
- C. that the injury arose while in the course and scope of claimant's employment;
and
- D. the nature and extent of the claimant's resulting disability.

XVIII. Acts Outside Scope of Employment

- A. Employees determined by the Administrator to be acting outside of the scope of their employment shall be afforded no coverage under this Plan.
- B. An incident or exposure occurring while an employee is on the way to or from work is not in the course of employment, unless such travel is in direct connection with the employee's work, as determined by the Administrator.
- C. Liability for compensation under this Plan shall not exist for any injury sustained by an employee if the injury is caused by any of the following:
 - 1. Intoxication of the employee, by alcohol, marijuana, or by the use or abuse of a prescription medication or controlled substance;
 - 2. Self-infliction;
 - 3. Willful or deliberate causing of his/her own death;
 - 4. An altercation in which the employee is the initial physical aggressor;
 - 5. Commission of a felony, or a crime which is punishable as specified in subdivision (b) of section 17 of the California Penal Code, by the injured employee, where the employee is found to have committed such act by a preponderance of the evidence;
 - 6. The employee's voluntary participation in any off-duty recreational, social, or athletic activity not constituting a part of the employee's work-related duties, except where these activities are expressly or impliedly required by, his/her employment; or
 - 7. Any type of horseplay.

XIX. Applicable Law

Any claim brought under this Regulation shall be determined in accordance with Tribal law and the principles of Federal law applicable to similar claims. To the extent Tribal law differs from Federal law, Tribal Law shall apply. California law may be used as a non-binding source of guidance and, where so used, shall be liberally construed in favor of the Employer.

XX. Claim Closure

An employee's claim shall be closed when the Administrator determines that the injured employee has reached the point where no further material improvement would reasonably be expected from medical treatment, or for other reasons stated in this Plan.

XXI. Aggravation of Pre-existing Disease/Injury

In case of aggravation of any injury or illness existing prior to a compensable work-related injury/illness, compensation shall be allowed only for the proportion of the disability due to the aggravation of such prior injury or illness, which is reasonably attributed to the work-related injury/illness.

XXII. Employment Records

Any and all employment records for the Gaming Operation are declared to be the sole and private property of the Gaming Operation. Any information necessary in determining the eligibility of employees and to compute entitlements to compensation under this Plan will be provided to the Administrator for such purposes.

XXIII. Fraud

Whenever any payment of benefits under this Regulation is obtained or induced by fraud, the recipient thereof shall reimburse the Administrator any and all such payment in full together with a penalty of fifty percent (50%) of said payment. The Administrator must make a claim for such reimbursement, repayment, or recoupment within one (1) year of discovering the fraud.

XXIV. Severability

If any part of this Plan is held to be invalid, the remainder shall continue to be in full force and effect to the maximum extent possible.

XXV. Sovereign Immunity

The sovereign immunity of the Tribe is in no manner waived by this Regulation or by any action by the General Council, Administrator, Gaming Operation, any employee of the Gaming Operation or the Tribe acting pursuant to this Regulation; except that the Tribe agrees to waive its immunity for the limited and sole purpose of permitting or compelling arbitration pursuant to the terms of Section XVI herein and of enforcing any arbitration decision rendered pursuant to the terms and conditions of said Section XVI; provided further that the Tribe's waiver is limited to revenues earned by, and the assets of, the Gaming Operation. For purposes of this limited waiver, an action to compel arbitration and/or an arbitration award may be submitted to the Intertribal Court of Southern California or whichever court the Tribe belongs to or uses at the time.

XXVI. Effective Date

This Regulation shall take effect immediately upon its approval by the General Council and such approval shall be deemed retroactive to March 1, 2001. Any amendments to this Regulation shall take effect upon their adoption by the General Council, unless otherwise specified by the General Council.

CERTIFICATION

I, the undersigned, as Secretary of the Pauma Band of Luiseño Mission Indians of the Pauma & Yuima Reservation, do hereby certify that the foregoing regulation was adopted by the General Council pursuant to the results of a general mail-out ballot of 41 votes in favor, 0 votes opposed and 4 votes abstaining, results recorded on December 29, 2004, and amended by vote of the General Council at a meeting on March 5, 2006, 51 in favor, 0 opposed and 0 abstaining, and by the results of a general mail-out ballot of 25 in favor, 18 opposed and 1 abstaining, results recorded on November 19, 2020, and that this Regulation has not been further amended or rescinded in any other way.

11/19/2020
Date


Tribal Secretary

**Pauma Band of Luiseño Mission Indians of the Pauma & Yuima Reservation
Gaming Regulation 012**

Pauma Gaming Commission

I. Purpose

This Regulation establishes the Pauma Gaming Commission as a non-political and independent unit of Tribal government charged with the regulation of class II and class III gaming operations on the Pauma-Yuima Reservation.

II. Interpretation

This Regulation supplements the provisions of the Tribe's Gaming Ordinance, the Indian Gaming Regulatory Act (25 U.S.C. § 2701 *et seq.*) and its regulations (25 C.F.R. § 500 *et seq.*) ("IGRA"), and the Compact. In the event of a conflict or inconsistency between this Regulation and the provisions of the Gaming Ordinance, IGRA, or the Compact, the provisions of the Gaming Ordinance, IGRA, or the Compact prevail to the extent of the conflict or inconsistency. Unless specified otherwise, terms used herein shall have the same meaning as in the Gaming Ordinance, IGRA, or the Compact.

In this Regulation:

- A. "Commission" means the Pauma Gaming Commission;
- B. "CLETS" means the California Law Enforcement Telecommunications System;
- C. "Executive Director" means the individual described in Section VI of this Regulation;
- D. "Gaming facility" includes associated properties, including, but not limited to, the gaming facility's parking lot and special event venues;
- E. "Immediate family" means parents, spouse, siblings, and offspring;
- F. "NIGC" means the National Indian Gaming Commission;
- G. "Promotions" means any promotional activities of the Tribe's Gaming Operation, including, but not limited to, player's club rewards and activities, promotional tournaments or contests, and special offers; and

- H. “State summary criminal history information” means the master record of information compiled by the Attorney General of California pertaining to the identification and criminal history of a person, such as name, date of birth, physical description, fingerprints, photographs, dates of arrests, arresting agencies and booking numbers, charges, dispositions, sentencing information, and similar data about the person, or a copy of such a record, and does not refer to records and data compiled by criminal justice agencies other than the Attorney General of California, nor does it refer to records of complaints to or investigations conducted by, or records of intelligence information or security procedures of, the office of the Attorney General of California and the California Department of Justice.

III. Commission

A. Establishment

The Commission shall be composed of three (3) Commissioners elected by the General Council at a duly called meeting. The election shall occur only after interested candidates have been nominated at a duly called meeting of the General Council, after being given two (2) months advance notice of the opportunity, and have been pre-screened by the Business Committee to ensure they meet the eligibility criteria set forth in Subsection III.C of this Regulation. In order to ensure individuals who are not Tribal members have an opportunity to be nominated, the Business Committee shall publish notice of the opportunity and the nomination process in the local newspaper.

B. Powers and Duties

The Commission shall exercise all powers necessary to perform the duties assigned to it by the Gaming Ordinance, this Regulation, or any other gaming regulation duly adopted by the General Council. The Commission shall exercise its regulatory powers in accordance with IGRA, the Compact, and applicable Tribal, Federal, and State laws or regulations. Without limiting the generality of the foregoing, the Commission is authorized to:

1. Conduct background investigations of all prospective employees and other persons for whom background investigations are required as a condition of licensing by the Compact or Tribal, Federal, or State law;
2. Issue, suspend, revoke, and renew licenses of all persons referred to in subparagraph 1 above upon completion of background investigations and review of eligibility/suitability;

3. Forward completed applications and investigative reports on each background investigation for primary management officials and key employees to the NIGC prior to issuing a license and notify the NIGC if, after conducting a background investigation on a primary management official or a key employee, the Commission does not license the individual;
4. Forward to the State Gaming Agency notices of intent to license and completed applications and investigative reports as required by the Compact;
5. Maintain records on licensees and on persons denied licenses, as well as persons otherwise prohibited from engaging in gaming activities within the Tribe's jurisdiction, provided that applications and background investigation reports shall be maintained for at least three (3) years from termination of employment;
6. Provide the State Gaming Agency with the name, badge identification number, and job description of all non-key gaming employees as requested by the State Gaming Agency;
7. Issue licenses to each place, facility, or location on the Pauma-Yuima Reservation where the Tribe authorizes class II or class III gaming;
8. Ensure that gaming facilities are constructed, maintained and operated in a manner that adequately protects the environment and the public health and safety;
9. Obtain annual independent outside audits and submit these audits to the NIGC;
10. Ensure that net revenues from any gaming activities are transferred from the Gaming Operation to the Tribe in a timely manner to be used for the purposes set forth in Article V of the Tribe's Gaming Ordinance;
11. Create Tribal gaming regulations for approval by the General Council, including but not limited to regulations dealing with:
 - (a) criteria and procedures for licensing:
 - (i) all employees of the gaming operation;

- (ii) each place, facility, or location on the Pauma-Yuima Reservation where the Tribe authorizes class II or class III gaming; and
 - (iii) persons and entities who do business with the Gaming Operation, including manufacturers and suppliers of machines, equipment, and supplies;
- (b) minimum internal control standards or procedures for the Gaming Operation, including standards or procedures relating to:
- (i) credit policies and procedures for acquiring supplies and equipment;
 - (ii) surveillance;
 - (iii) games and gaming machines;
 - (iv) cage and credit;
 - (v) internal audit;
 - (vi) electronic data processing; and
 - (vii) complimentary services or items;
12. Resolve patron disputes;
13. Perform audits of business transactions to ensure compliance with applicable laws, regulations, the Compact, and/or policy, including random monitoring of gaming employees' actions, and conduct investigations into any reported or suspected irregularities or improprieties;
14. Monitor gaming activities to ensure compliance with IGRA, the Compact, and other Tribal, Federal, or State laws and regulations related to gaming;
15. Interact with other regulatory and law enforcement agencies regarding the regulation of gaming;
16. Conduct investigations of possible violations of IGRA, the Compact, and applicable Tribal, Federal, and State laws and regulations, provided:

- (a) the Commission's responsibility is to help ensure compliance with IGRA, the Compact, other Tribal, Federal, and State laws and regulations relating to the regulation of gaming;
- (b) the Commission is not responsible for ensuring compliance with other civil/regulatory Tribal, Federal, or State laws but may, at its discretion, investigate possible violations of such laws at the gaming facility, report the information to such interested persons as it may deem appropriate, and take such violations into account for purposes of taking licensing action against applicants or licensees or involuntary exclusions of patrons from the Gaming Facility;
- (c) when a preliminary investigation provides the Commission with reasonable grounds to believe criminal activity is occurring in the Gaming Facility or is being committed by a licensee or patron, the Commission will turn over its investigative report and related information and evidence to the Tribal, Federal, or State law enforcement agency or agencies having jurisdiction over the alleged criminal activity and cooperate with said agencies in regards to any further investigation, prosecution, or enforcement action carried out by the agencies;
- (d) every licensee has a duty to comply with requests from the Commission or its employees, to cooperate in an investigation, and to avoid providing false or misleading information, or withholding relevant information, when doing so;
- (e) every licensee has a duty to comply with requests from the Commission or its employees for access to, inspection of, or disclosure of any record or information reasonably relevant to the investigation;
- (f) a licensee who is interviewed by the Commission or its employees in the course of investigation may be required to agree in writing not to disclose information relating to the interview or investigation as a breach of this duty to maintain confidentiality may lead to the destruction of evidence, false statements by other licensees, or retaliatory action by other licensees;

- (g) no manager or other gaming employee shall take retaliatory action against a licensee for the licensee's cooperation with an investigation or maintenance of confidentiality concerning the investigation; and
 - (h) a licensee who violates the preceding subparagraphs (d) through (g), is subject to denial, revocation, or suspension of his or her license and/or other enforcement action as outlined in the following subparagraph B(17);
17. Take appropriate enforcement action for such violations, including, but not limited to:
- (a) Imposition of civil penalties not to exceed five thousand dollars (\$5,000.00) per each separate count or violation, where each day of violation shall constitute a separate count or violation;
 - (b) Inspect and examine all premises wherein gaming is conducted or gambling devices are used, manufactured, sold, or distributed;
 - (c) Inspect all equipment and supplies in, upon or about the Gaming Operation, or inspect any equipment or supplies, wherever located, which may be, or have been, used in the Gaming Operation;
 - (d) Summarily seize and remove from a gaming operation (or wherever located) and impound such equipment or supplies for the purposes of examination, inspection, evidence, or forfeiture;
 - (e) Demand immediate access to and inspect, examine, and audit all papers, books, and records of applicants and licensees, including the Gaming Operation, and require verification of income and all other matters affecting the enforcement of this Regulation;
 - (f) Seize and impound any patron's winnings which the Commission has reason to believe may have been won or obtained in violation of this Regulation pending a civil forfeiture hearing on such seizure; and
 - (g) Issue orders, by certified or registered mail, return receipt requested or personal service, to compel the attendance of witnesses for hearings at any place within the Pauma-Yuima Reservation, to administer oaths, and require testimony under oath.

18. Operate and oversee the surveillance system at the Gaming Facility, including the hiring and supervision of the surveillance staff, but the cost of purchasing and installing any surveillance equipment for additional construction and special projects, as deemed necessary by the Commission, shall be covered by the Gaming Operation;
19. Require the Gaming Operation to submit its policies and procedures, including but not limited to its internal control system, to the Commission or its employees for review, comment, and approval as to compliance with the Compact or applicable Tribal, Federal, or State gaming laws or regulations, prior to implementation of the policies and procedures or any amendments thereto;
20. Review and approve the Gaming Operation's rules or standards for the conduct of promotional or special events, or any amendments thereto, prior to such events being held, and such rules or standards shall address, among other matters, the number of security employees or contract security guards overseeing the event, a diagram of the event site, location of any point of sale systems, a copy of any ABC license, and a copy of the notice to both Tribal law enforcement and the Tribal fire department;
21. Require the Gaming Operation to provide monthly or other periodic reports to the Commission, no later than the 15th of each month, including but not limited to a financial report (the content of which to be determined by the Commission), departmental exception/variance reports, departmental complimentary logs, departmental complimentary exception/variance logs, summary of security incident logs, Title 31 reports, and SARC reports;
22. Require the Gaming Operation to submit to the Commission, prior to the purchase or sale of any class II or class III game or modification thereto, for review and approval, all contracts, sale orders, method of play, billing statements, or other documents relating to the game or its purchase or sale;
23. Take testimony and conduct hearings on regulatory matters within the jurisdiction of the Commission;
24. Provide independent information to the Tribe on the status of the Gaming Operation;

25. Retain a paid staff, legal counsel, and other consultants to be paid out of the Commission's approved annual budget provided the Commission's personnel policies and procedures relating to Indian preference shall be consistent with the related policies and procedures of the Tribe;
26. Establish such policies, procedures, and rules as are needed to carry out the purposes of the Gaming Ordinance, this Regulation, and other Tribal gaming regulations; and
27. Delegate any of the above-mentioned powers to the Executive Director.

C. Qualifications

1. To serve as a Commissioner, an individual must be at least twenty-one (21) years of age, be a U.S. citizen, and have experience or training in one or more of the following fields: accounting, Indian gaming law, law enforcement, gaming management, or gaming regulation; provided that a Tribal member who lacks such experience or training is still eligible to serve as a Commissioner but he/she must initiate such training within six (6) months of his/her election,. When an individual lacks the desired experience or training prior to his/her election, he/she shall obtain formal training from the NIGC or a training provider recognized by the industry. Tribal member preference applies.
2. No member of the Business Committee or the Enterprise Board, and no employee of any Gaming Operation, may serve concurrently as a Commissioner.
3. No more than one member of the same immediate family may serve on the Commission at the same time.
4. The Business Committee shall conduct or cause to be conducted a background investigation on each prospective Commissioner without delay after the candidate has self-identified in accordance with Subsection III.A of this Regulation. Should the background investigation result in any one of the following findings against the Commissioner or prospective Commissioner, he/she shall be disqualified from serving as a Commissioner:
 - (a) The person has been convicted, or is currently being prosecuted for, a felony or a crime of moral turpitude, including, but not

limited to, fraud, theft, embezzlement, or a misdemeanor gaming offense;

- (b) The person has knowingly or willfully provided materially false or misleading information to the Tribe relevant to the background investigation;
- (c) The person has refused to respond to questions asked by the Business Committee that are relevant to the background investigation; or
- (d) A majority of the Business Committee determines that the person is a person whose prior activities, criminal record, if any, or reputation, habits, and associations pose a threat to the public interest or to the effective regulation and control of gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices, methods, and activities in the conduct of gaming or the carrying on of related business and financial arrangements.

- 5. If a Commissioner is charged with a felony or a crime of moral turpitude after the Business Committee has initiated or completed his/her background investigation, he/she shall notify the other Commissioners and the Business Committee immediately.

D. Term of Office

- 1. Commissioners shall serve for a term of five (5) years, with no limitation as to the number of terms served.
- 2. It shall be the duty of the Secretary-Treasurer of the Commission to notify the Business Committee in writing of the end date of a Commissioner's term at least ninety (90) days before the end of the term. The Business Committee will ensure that the opening(s) are announced and published at least sixty (60) days prior to the next General Council's meeting.

E. Resignation, Termination for Cause, Disqualification

- 1. Commissioners shall serve until the appointment of their successors, or until resignation, termination for cause, disqualification, or death.
- 2. Any Commissioner may resign from office at any time. Resignations shall be made in writing delivered to the Business Committee.

3. Termination for cause shall be ordered upon approval by a two-thirds (2/3) vote of the General Council at a duly called meeting with a quorum present. "Cause" exists when a Commissioner commits any of the following:
 - (a) Willful misconduct damaging to the Commission or its reputation;
 - (b) Intentional violation of any law or regulation;
 - (c) Unauthorized disclosure of any confidential information of the Commission;
 - (d) Continued failure to perform duties owed to the Commission; or
 - (e) If the Commissioner otherwise becomes disqualified under the qualifications criteria set out in subparagraphs (a) – (d) of paragraph (4) of Subsection III.C of this Regulation.

F. Vacancies

If any vacancy is created on the Commission by virtue of resignation, death, or removal of a Commissioner, the General Council shall elect a replacement for the remainder of the current term. The election shall be made within sixty (60) days of the vacancy's occurrence by approval of the General Council.

G. Compensation

Commissioners shall be paid at a rate established by the Commission's annual budget, which must be approved by the General Council in accordance with Section VIII of this Regulation. Commissioners shall be reimbursed for necessary out-of-pocket expenses incurred in carrying out the duties and responsibilities of their position. Receipts or appropriate documentation shall be submitted for all expenses to be reimbursed. In no event shall compensation be based on a percentage of net profits from the Tribe's Gaming Operation.

H. Protections Against Conflicts of Interests

1. Commissioners shall not engage in any gaming activity at the Tribe's Gaming Facility. Commissioners' immediate family members may engage in gaming activities at the Tribe's Gaming Facility, except that such persons may not win the grand prize or top award if they participate in promotional drawings. Commissioners shall not have any personal financial interest in the gaming activities of any patron of the Tribe's Gaming Facility.

2. If a Commissioner or a member of the Commissioner's immediate family has an existing or potential financial interest in any matter over which the Commission exercises decision-making authority, that Commissioner shall make full disclosure of that interest to the Commission and shall abstain from voting, or being present during any vote, on the matter. For the purposes of this Regulation, the receipt of a per-capita distribution of Gaming Operation profits as paid to all eligible Tribal members shall not constitute a financial interest in the Gaming Operation.
3. Commissioners shall not use or divulge any confidential information obtained while carrying out the duties and responsibilities of their position for the purpose of benefiting themselves or their immediate family, either directly or indirectly.
4. Commissioners or members of a Commissioner's immediate family may not receive personal compensation, gifts, reimbursement, or payment of any kind from any person doing or wishing to do business with the Tribe relating to gaming nor with any person wishing to obtain an unfair advantage in any authorized wager on gaming. Any property received in violation of this provision, including cash payments, shall be immediately forfeited to the Tribe and the offending persons shall be prosecuted to the fullest extent possible. The Commission shall cooperate to the fullest extent possible with any Federal or State law enforcement agency to pursue prosecution under applicable Federal or State law.

I. Reports

Prior to each regular General Council meeting, the Commission shall provide to the General Council a report summarizing the Commission's activities since the previous reporting period, and accounting for all receipts and disbursements. In the event a General Council meeting is cancelled the report shall go to the Business Committee to be made available to the General Council members.

J. California Law Enforcement Telecommunications System (CLETS) Compliance

1. The Commissioners, the Executive Director, and any other staff employed by the Commission are authorized to receive state summary criminal history information, or a copy thereof, maintained under a person's name by the California Department of Justice.

2. The Commissioners, the Executive Director, and any other staff employed by the Commission shall not knowingly furnish state summary criminal history information to a person who is not authorized to receive the record or information.
3. Any person authorized by this Regulation to receive state summary criminal history information who knowingly furnishes the record or information to a person who is not authorized by law to receive the record or information is guilty of a misdemeanor under section 11142 of the California Penal Code.
4. Any person who, knowing he/she is not authorized by law to receive state summary criminal history information, knowingly buys, receives, or possesses the record or information is guilty of a misdemeanor under section 11143 of the California Penal Code.
5. It is not a violation of this Section to:
 - (a) disseminate statistical or research information obtained from state summary criminal history information, provided that the identity of the subject of the record is not disclosed;
 - (b) disseminate information obtained from state summary criminal history information for the purpose of assisting in the apprehension of a person wanted in connection with the commission of a crime; or
 - (c) include information obtained from state summary criminal history information in (1) a transcript or record of a judicial or administrative proceeding or (2) any other public record when the inclusion of the information in the public record is authorized by a court, statute, or decisional law.

IV. Meetings

A. Rules and Regulations

The Commission may adopt such rules and regulations for the conduct of their meetings and the management of the Commission as they may deem proper.

B. Place

Regular meetings of the Commission shall be held on the Pauma-Yuima Reservation or other location designated by the Commission.

C. Initial Meeting

The Commission shall hold its initial meeting within fourteen (14) days after the Commissioners are elected.

D. Regular Meetings

The Commission shall establish a regular schedule of meetings, and shall hold no less than two (2) meetings in each thirty-day period.

E. Special Meetings

Special meetings of the Commission may be called at the request of the Executive Director or by any Commissioner.

F. Quorum

A quorum of the Commission shall consist of two (2) Commissioners. In the absence of a quorum, no business shall be conducted other than for the purpose of information sharing only. Every act or decision done or made by the Commissioners present at a meeting duly convened at which a quorum is present shall be regarded as an act of the Commission, subject to the provisions of this Regulation and any applicable law.

G. Mode of Meeting

The Commission may conduct regular or special meetings through the use of any means of communication by which all Commissioners may simultaneously hear each other.

H. Notice

The schedule of regular meetings shall be sent to each Commissioner and the Executive Director, and no further notice of regular meetings is required to be given. Notice of special meetings shall be given in writing to each Commissioner and the Executive Director at least twenty-four (24) hours prior to the meeting. Notices shall be given either personally, by telephone, by mail, by-email, or by fax. Such notice shall state the place, date, hour of the meeting, and the general nature of the business to be transacted. In the case of a special meeting, no other business other than that set out in the notice may be transacted at the meeting, unless approved by unanimous vote of the Commissioners. Notice is not required when the

requirement is waived by unanimous consent of the Commissioners. Such vote shall be recorded in the minutes of the meeting at which such vote was taken.

V. Officers

A. Appointment and Term

At its initial meeting, the Commission shall appoint from among its members a President, Vice-President, and Secretary-Treasurer on an annual basis. No officer shall serve in more than one office simultaneously.

B. Duties of Officers

The duties and powers of the officers of the Commission are those specified in this Regulation and shall include any additional duties and powers as may be set by resolution of the Commission, provided that such duties and powers shall not exceed the powers granted to the Commission by this Regulation.

C. President

The President shall preside at meetings of the Commission. The President shall be the principal executive officer of the Commission.

D. Vice-President

In the absence of the President, the Vice-President shall perform all the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice-President shall have such other powers and perform such other duties as may be prescribed by the President.

E. Secretary-Treasurer

The Secretary-Treasurer shall have the following duties:

1. The Secretary-Treasurer shall maintain or cause to be maintained the book of minutes of all meetings and actions of the Commission, which shall be kept at the Commission's main office. This shall include the time and place of meetings, whether regular or special, and, if special, how authorized, the notice given, and the names of those present at such meetings. The Secretary-Treasurer shall give, or cause to be given, notice of all meetings of the Commission required by this Regulation. The

Secretary-Treasurer shall keep the seal, if any, of the Commission in safe custody.

2. The Secretary-Treasurer shall monitor the fiscal activities of the bookkeeper and/or accountant retained by the Commission to maintain the financial records of the Commission.

F. Officer Vacancies

A vacancy in the office of President, Vice-President, or Secretary-Treasurer due to death, resignation, removal, disqualification, or any other cause shall be filled by the Commission within thirty (30) days of the appointment of the replacement Commissioner by the General Council, and the Commission may at such time reassign as many Commissioners as necessary to new offices.

VI. Executive Director

A. Powers and Duties

The Executive Director shall be responsible for the day-to-day management of the affairs of the Commission as well as overseeing the establishment and operation of all gaming activities for compliance with all applicable Tribal, Federal, and State gaming laws and regulations. In addition, the Executive Director shall perform such duties as may be delegated by resolution of the Commission from time to time.

B. Position

The Executive Director shall be hired by the Commission and report directly and only to the Commission. The Executive Director may be terminated by majority vote of the Commission, with or without cause.

C. Qualifications

1. The Executive Director must be at least twenty-five (25) years of age, a U.S. citizen, and have at least five (5) years' recent experience in gaming management or gaming regulation.
2. The Executive Director must satisfy the licensing and background investigation requirements set out in the Tribe's regulations concerning licensing and background investigation procedures.

3. Any person who has been convicted of, or is currently being prosecuted for, a felony or a crime of moral turpitude, including, but not limited to, fraud, theft, and embezzlement, is not eligible to serve as Executive Director.

D. Compensation

The Executive Director shall be compensated in accordance with the terms of his/her employment. Compensation shall not be based, in whole or in part, on the profitability of the Gaming Operation. Compensation shall be paid out of the Commission's annual budget.

E. Protections Against Conflicts of Interests

The restrictions imposed on Commissioners under paragraph H of Section III of this Regulation shall apply equally to the Executive Director.

F. Reports

The Executive Director shall make at least monthly reports to the Commission within thirty (30) days after the close of the month for which the information is being provided. The report shall, at a minimum, include a full and complete statement of auditing activities, expenses, all other financial transactions of the Executive Director, and a summary of all licensing and enforcement actions.

VII. Confidentiality

Each Commissioner, the Executive Director, and any staff employed by the Commission shall be required to sign a confidentiality agreement and will be responsible for ensuring the strictest standards of confidentiality with respect to all information concerning the Gaming Operation or the Commission's business. Except where disclosure of information to the NIGC, the State Gaming Agency, the Business Committee, the General Council, the Gaming Appellate Board, or any other person or organization is required by the Compact or applicable Tribal, Federal, or State law, all information provided to or obtained by the Commission, the Executive Director, or any staff employed by the Commission in performance of their duties shall be kept confidential; such information shall not be disclosed to any person or organization without the written consent of the Business Committee or the written consent of the person to whom the information pertains. The Commission and the Executive Director may refuse to reveal in any court proceeding, except proceedings of the Gaming Appellate Board, the identity of any informant and/or the information obtained from the informant.

VIII. Budget

At least sixty (60) days prior to the end of each fiscal year, the Commission shall prepare a budget for the next year's operation and shall submit the budget to the General Council. In preparing the annual budget, all actual and anticipated surplus funds of the Commission shall be taken into account. The General Council shall adopt, amend, or replace the annual budget and, based thereon, shall authorize the transfer of the annual capital it may need for operation and program purposes. Expenditures by the Commission shall be in accordance with the approved annual budget, except that the Commission may deviate from the terms of the adopted budget by a margin of not more than ten percent (10%) during the budget year without further approval of the General Council.

IX. Review

A. Executive Director's Decisions

Any person or entity adversely affected by a decision of the Executive Director, including but not limited to the Gaming Operation or any employee thereof, may petition the Commission for review of such decision within thirty (30) days after receiving notice of the decision. Said decision shall only be reversed by a majority vote of the Commission at a duly held meeting at which such matter has been placed on the agenda at least fifteen (15) days prior to such meeting.

B. Commission's Decisions

1. Any person or entity adversely affected by a decision of the Commission, including but not limited to the Gaming Operation or any employee thereof, may petition the General Council for review of such decision within thirty (30) days after receiving notice of the decision. However, decisions of the Commission to deny, suspend, or revoke a license are not subject to review by the General Council and must be appealed to the Gaming Appellate Board in accordance with Section V of Gaming Regulation 013: Gaming Appellate Board and decisions of the Commission concerning patron disputes, under Article X of the Gaming Ordinance, are final and not subject to further review. This subparagraph does not apply to personnel decisions of the Commission; employees of the Commission or applicants for such positions who wish to challenge a personnel decision of the Commission must do so in accordance with the personnel policies and procedures of the Commission.
2. With respect to decisions subject to General Council review, the Commission shall provide the General Council with such information as may reasonably be required for the General Council to review the

Commission's decision. However, the Commission shall not disclose to the General Council the identity of third parties interviewed during the course of background investigations, State summary criminal history information obtained from the California Department of Justice or other law enforcement agency in the course of background investigations, or any other information the disclosure of which would violate Tribal, Federal, or law.

3. Decisions of the Commission subject to General Council review shall only be modified or reversed upon approval by the General Council at a duly held meeting at which such matter has been placed on the agenda at least fifteen (15) days prior to such meeting. The General Council is authorized to modify or reverse a decision made by the Commission only where the General Council finds, by a two thirds (2/3) vote of those present at the meeting, that:
 - (a) the Commission exceeded its jurisdiction, authority, or limitations, under applicable Tribal laws; or
 - (b) the Commission's decision is unsupported by substantial evidence, unwarranted by the facts, or otherwise not in accordance with applicable Tribal, Federal, or State laws.

C. Further Review

The decisions of the General Council and the Gaming Appellate Board shall be final and binding upon the petitioner, Executive Director, or Commission and shall not be subject to judicial review, dispute resolution, or other legal action.

X. Sovereign Immunity

- A. As an agency of the Tribal government, the Commission shall enjoy the full benefits of the Tribe's sovereign immunity and any and all attributes of sovereignty enjoyed by the Tribal government. The Commission has no authority to waive the Tribe's sovereign immunity.
- B. The sovereign immunity of the Tribe is in no manner waived by this Regulation or by any action by the Business Committee, the Gaming Operation, the Commission, or by any employee of the Tribe, the Commission, or the Gaming Operation acting pursuant to this Regulation.

XI. Indemnification

The General Council shall indemnify any Commissioner or Officer, or former Commissioner or Officer of the Commission, against expenses actually and reasonably incurred in connection with the defense of any action, suit, or proceeding, civil or criminal, in which that individual is made a party by reason of being or having been such a Commissioner or Officer, except in relation to matters as to which the Commissioner or Officer, or former Commissioner or Officer of the Commission shall be adjudged in such action, suit, or proceeding to be liable for gross negligence, fraud, or willful misconduct in the performance of duty to the Commission or Tribe. For purposes of this Section, the Executive Director is an Officer of the Commission.

XII. Severability

If any provision of this Regulation or the application thereof to any person or circumstance is held invalid, its invalidity does not affect other provisions or applications of this Regulation, and to this end the provisions of this Regulation are severable.

XIII. Effective Date

This Regulation and any amendments to it shall take effect immediately upon its adoption by the General Council, unless otherwise specified in the resolution adopting any amendments.

CERTIFICATION

I, the undersigned, as Secretary of the Pauma Band of Luiseño Mission Indians of the Pauma & Yuima Reservation, do hereby certify that this Regulation was adopted by the General Council pursuant to the results of a general mail-out ballot, by a vote of 41 in favor, 0 opposed and 4 abstaining, the results recorded on December 29, 2004, and amended by vote of the General Council at duly called meetings on March 5, 2006, 51 in favor, 0 opposed and 0 abstaining, on October 1, 2006, 37 in favor, 0 opposed and 0 abstaining, on June 10, 2007, 50 in favor, 0 opposed and 0 abstaining, on September 7, 2008, 47 in favor, 0 opposed and 1 abstaining, and pursuant to the results of a general mail-out ballot, by a vote of 25 in favor, 18 opposed and 1 abstaining, the results recorded on November 19, 2020, and that this Regulation has not been further amended or rescinded in any way.

11/19/2020

Date



Tribal Secretary

**Pauma Band of Luiseño Indians of the Pauma & Yuima Reservation
Gaming Regulation 013**

Gaming Appellate Board

I. Purpose

This Regulation establishes the Gaming Appellate Board as a non-political and independent unit of Tribal government responsible for hearing appeals of licensing decisions of the Pauma Gaming Commission (the “Commission”).

II. Interpretation

This Regulation supplements the provisions of the Tribe’s Gaming Ordinance, the Indian Gaming Regulatory Act (25 U.S.C. § 2701 *et seq.*) and its regulations (25 C.F.R. § 500 *et seq.*) (“IGRA”), and the Compact. In the event of a conflict or inconsistency between this Regulation and the provisions of the Gaming Ordinance, IGRA, or the Compact, the provisions of the Gaming Ordinance, IGRA, or the Compact prevail to the extent of the conflict or inconsistency. Unless specified otherwise, terms used herein shall have the same meaning as in the Gaming Ordinance, IGRA, or the Compact. In this Regulation:

- A. “Board” means the Gaming Appellate Board established by this Regulation;
- B. “Immediate family” means parents, spouse, siblings, and offspring; and
- C. “Member” means a member of the Board.

III. Board

A. Establishment

The Board shall be composed of three (3) Members appointed by the General Council. The General Council may, in its sole discretion, appoint up to three (3) alternates to serve in the event one or more Members are unable to attend a hearing.

B. Powers and Duties

The Board shall hear final appeals of licensing decisions of the Commission. The Board shall render its decisions in accordance with IGRA, the Compact, the Tribe’s own gaming laws, and applicable State laws. In accordance with Section 6.4.8 of the Compact, Article 6 (commencing with section 11140) of Chapter 1 of Title 1 of Part 4 of the Penal Code is applicable to Members of the Board.

C. Qualifications

1. To serve as a Member of the Board, an individual must be at least twenty-one (21) years of age, be a U.S. citizen, have a minimum of a 4-year college degree and eight (8) years of experience in one or more of the following fields: accounting, law, law enforcement, gaming management, or gaming regulation. Preference shall be given to experience in Federal Indian law or Tribal gaming.
2. No member of the Business Committee or the Commission and no employee of the Commission or any gaming operation may serve concurrently as a Member of the Board, and no Tribal member may serve as a member of the Board.
3. No more than one member of the same immediate family may serve on the Board at the same time.
4. The Business Committee shall conduct or cause to be conducted a background investigation on each Member either before or within thirty (30) days of the Member's appointment. Should the background investigation result in any one of the following findings against the Member or prospective Member, he or she shall be disqualified from serving as a Member of the Board:
 - (a) The person has been convicted, or is currently being prosecuted for, a felony or a crime of moral turpitude, including, but not limited to, fraud, theft, embezzlement, or a misdemeanor gaming offense;
 - (b) The person has knowingly or willfully provided materially false or misleading information to the Tribe relevant to the background investigation;
 - (c) The person has refused to respond to questions asked by the Business Committee that are relevant to the background investigation;
 - (d) A majority of the Business Committee determines that the person is a person whose prior activities, criminal record, if any, or reputation, habits, and associations pose a threat to the public interest or to the effective regulation and control of gaming, or create or enhance the dangers of unsuitable, unfair, or illegal

practices, methods, and activities in the conduct of gaming or the carrying on of related business and financial arrangements.

D. Term of Office

Members shall serve for a term of three (3) years, with no limitation as to the number of terms served.

E. Resignation, Termination for Cause, Disqualification

1. Members shall serve until the appointment of their successors, or until resignation, termination for cause, disqualification, or death.
2. Any Member may resign from office at any time. Resignations shall be made in writing delivered to the Business Committee.
3. Termination for cause shall require a majority vote of those present at a duly-called meeting of the General Council.

F. Vacancies

If any vacancy is created on the Board by virtue of resignation, death, or removal of a Member, the General Council shall appoint a replacement for the remainder of the current term. The appointment shall be made within thirty (30) days of the vacancy's occurrence by approval of the General Council.

G. Compensation

Members shall be paid a stipend at a rate established by the Business Committee. The stipend shall be at the rate of at least three hundred fifty dollars (\$350.00) per Member per meeting. The stipend is compensation for attendance at the meeting as well as for time spent on deliberations and drafting written decisions of appeals heard at the meeting. Members shall be reimbursed for necessary out-of-pocket expenses incurred in carrying out the duties and responsibilities of their position. Receipts or appropriate documentation shall be submitted for all expenses to be reimbursed. In no event shall compensation be based on a percentage of net profits from the Tribe's Gaming Operation.

H. Protections against Conflicts of Interests

1. Members and their immediate family members may not engage in any gaming activity at the Tribe's Gaming Facility, nor may Members have any personal financial interest in the gaming activities of any patron of the Tribe's Gaming Facility.

2. If a Member or a member of the Member's immediate family has an existing or potential financial interest in any matter over which the Board exercises decision-making authority, that Member shall make full disclosure of that interest to the Board and shall abstain from voting, or being present during any vote, on the matter.
3. No Member shall use or divulge any confidential information obtained while carrying out the duties and responsibilities of their position for the purpose of benefiting themselves or their immediate family, either directly or indirectly.
4. No Member or member of a Member's immediate family may receive personal compensation, gifts, reimbursement, or payment of any kind from any person doing or wishing to do business with the Tribe relating to gaming, nor with any person wishing to obtain an unfair advantage in any authorized wager on gaming. Any property received in violation of this provision, including cash payments, shall be immediately forfeited to the Tribe and the offending persons shall be prosecuted to the fullest extent possible. The Board shall cooperate to the fullest extent possible with any Federal or State law enforcement agency to pursue prosecution under applicable Federal or State law.

I. Decisions

All decisions shall be made by a majority vote. The Board shall prepare a written statement of its decision for each appeal it hears, including a brief statement of the reasons for its decision. Each decision shall be prepared and sent to the appellant by certified or registered mail, return receipt requested, within thirty (30) days from the hearing. A copy of each decision will also be submitted to the Tribal Chairperson on behalf of the General Council, the Commission, and the Gaming Operation to be kept in the employee's personnel file.

J. Confidentiality

Each Member, and the recorder of minutes referred to in paragraph E of Section IV of this Regulation, shall be required to sign a confidentiality agreement and will be responsible for ensuring the strictest standards of confidentiality with respect to all information concerning the Gaming Operation or the Commission's business. Except where disclosure of information to the General Council, the Commission, or the appellant is authorized under paragraph I of Section III of this Regulation, all information provided to or obtained by the Board in performance of their duties shall be kept confidential and shall not be disclosed to any person or organization. The Board may refuse to reveal in any court proceeding, the identity of any informant and/or the information obtained from the informant.

IV. Meetings

A. Rules and Regulations

The Board may adopt such rules and regulations for the conduct of their meetings and the management of the Board as they may deem proper.

B. Place

Meetings of the Board shall be held on the Pauma-Yuima Reservation.

C. Quorum

A quorum of the Board shall consist of three (3) Members, which may include an alternate Member.

D. Minutes

The Gaming Appellate Board shall have official minutes prepared of the hearing proceedings, which may be included in its decision.

V. Appeals

A. Filing Appeals

Any applicant for a gaming license or holder of a license issued by the Commission who is adversely affected by a final decision of the Commission to deny, suspend, or revoke his/her license may file a notice of appeal with the Board within twenty (20) days after receiving notice of the Commission's decision, provided that the appellant has exhausted his/her administrative remedies under Section XXIII of Gaming Regulation 001, Licensing and Background Investigation Procedures. The notice of appeal shall be in writing and shall specify the reasons for appealing the Commission's decision. The Business Committee is authorized to set a standard filing fee, not to exceed two hundred fifty dollars (\$250.00), applicable to all appeals to the Board. Any filing fee must be paid by the appellant to the Business Committee at the time the notice of appeal is filed and shall be nonrefundable, except that an appellant whose appeal is granted by the Board (i.e., the Board reverses the decision of the Commission) shall be entitled to recover the cost of the filing fee from the Tribe.

B. Scheduling of Appeal

An appeal shall be scheduled by the Gaming Appellate Board no earlier than fourteen (14) days after the filing of the notice of appeal. Upon good cause shown by an appellant, the

Board may waive the 14-day requirement of this Section and place an appeal on an earlier Board calendar.

C. Scope of Review

1. In deciding any such appeal, the Board is limited to the information before the Commission at the time of the Commission's final decision and may review any and all information used by the Commission in reaching its decision. The Board may not consider evidence which was not presented to the Commission.
2. Neither the Board nor the Commission shall disclose to the appellant or his or her representative:
 - (a) the identity of third parties interviewed by the Commission during the course of background investigations without the written consent of such third parties; or
 - (b) any other information the disclosure of which would violate Tribal, Federal, or State law.
3. The Board may sustain, modify, or reverse a decision of the Commission, or remand the matter to the Commission for such further investigation and reconsideration as the Board may order, subject to the following guidelines:
 - (a) The Board must give due deference and respect to the Commission's expertise on matters of licensing.
 - (c) When the Commission makes a licensing decision adverse to an applicant or licensee, it is not necessary for the Commission to establish that the applicant or licensee acted with *mens rea* (i.e., "guilty mind") or wrongful intent, nor is it a defense for the applicant or licensee to establish that he or she acted without *mens rea* or wrongful intent.
 - (d) Applicants and licensees do not have a fundamental or vested right in obtaining or maintaining a Tribal gaming license. Licensure is a privilege, not a right.
4. In reviewing decisions of the Commission, the Board shall consider the following:

- (a) Did the Commission act within the scope of its delegated authority?
- (b) Did the Commission observe the procedures required by applicable Tribal law?
- (c) Was the decision of the Commission reasonable under the applicable standard of review, set forth below.

D. Standards of Review

1. De Novo Standard: When the Commission's decision involves a pure question of law, such as the interpretation of applicable Tribal law or the application of such law to undisputed facts, such a decision is subject to the *de novo* standard of review. Mixed questions of law and fact are not subject to the *de novo* standard of review unless the legal issues predominate. However, the Board shall not decide questions of law that were not raised before the Commission in the first instance.
2. Abuse of Discretion: When the Commission's decision involves the exercise of discretion, such decisions are reviewed for abuse of discretion. Under this standard of review, the Commission's decision will not be disturbed by the Board unless the appellant establishes a clear abuse of discretion. The appropriate test is whether the Commission exceeded the bounds of reason.
3. Substantial Evidence. The Commission is the fact finder. When the Commission's decision involves a question of fact, or a mixed question of law and fact where the factual issues predominate, such decisions are reviewed pursuant to the substantial evidence standard of review. Under this standard of review, the Commission's decision will be upheld if, upon examination of the record as a whole, it was supported by substantial evidence, contradicted or uncontradicted. It is the appellant's burden to establish insufficiency of the evidence.

It is not the function of the Board to substitute its independent judgment on the facts for that of the Commission. The Board must consider the evidence in the light most favorable to the Commission's decision, giving the Commission the benefit of every reasonable inference and resolving conflicts in support of the Commission's decision. The Board is without power to judge the effect or value of the evidence, weigh the evidence, or consider the credibility of witnesses. Unless a finding, viewed in light of

the entire record, is so lacking in evidentiary support as to render it unreasonable, it may not be set aside.

E. Further Review

Decisions of the Board are final and binding upon the appellant and Commission and are not subject to further review, including judicial review, dispute resolution, or other legal action.

VI. Sovereign Immunity

- A. As an agency of the Tribal government, the Board shall enjoy the full benefits of the Tribe's sovereign immunity, and any and all attributes of sovereignty enjoyed by the Tribal government. The Board has no authority to waive the Tribe's sovereign immunity.
- B. The sovereign immunity of the Tribe is in no manner waived by this Regulation or by any action by the Gaming Operation, the Commission, or any employee of the Tribe, the Commission, or the Gaming Operation acting pursuant to this Regulation.

VII. Indemnification

The General Council shall indemnify any Member or former Member of the Board, against expenses actually and reasonably incurred in connection with the defense of any action, suit or proceeding, civil, or criminal, in which that individual is made a party by reason of being or having been such a Member, except in relation to matters as to which the Member or former Member of the Board shall be adjudged in such action, suit, or proceeding to be liable for gross negligence, fraud, or willful misconduct in the performance of duty to the Board or Tribe.

VIII. Severability

If any provision of this Regulation or the application thereof to any person or circumstance is held invalid, its invalidity does not affect other provisions or applications of this Regulation, and to this end the provisions of this Regulation are severable.

IX. Effective Date

This Regulation shall take effect immediately upon its adoption by the General Council.

CERTIFICATION

I, the undersigned, as Secretary of the Pauma Band of Luiseño Mission Indians of the Pauma & Yuima Reservation, do hereby certify that this Regulation was adopted by the General Council pursuant to the results of a general mail-out ballot, by a vote of 41 in favor, 0 opposed and 4 abstaining, the results recorded on December 29, 2004, and amended by votes of the General Council at meetings on March 5, 2006, 51 in favor, 0 opposed and 0 abstaining, on September 9, 2012, with 54 in favor, 0 opposed and 0 abstaining, and the results of a general mail-out ballot, by a vote of 25 in favor, 18 opposed and 1 abstaining, recorded on November 19, 2020, and that this Regulation has not been further amended or rescinded in any way.

11/19/2020

Date



Tribal Secretary

**Pauma Band of Luiseño Indians of the Pauma & Yuima Reservation
Gaming Regulation No. 014**

Exclusions

I. Purpose

The exclusion of certain individuals from the Gaming Facility operated on the Pauma-Yuima Reservation is necessary to effectively maintain the strict regulation of the Tribe's gaming activities and to address problem gambling. This Regulation sets forth the terms and conditions under which individuals may be excluded from the Gaming Facility, either voluntarily or involuntarily. This Regulation is consistent with the Tribe's obligation under Subsection 8.1.7 of the Compact between the Tribe and the State of California ("the Compact"), which requires the Commission to ensure that a list of involuntarily excluded individuals is maintained.

II. Interpretation

This Regulation supplements the provisions of the Tribe's Gaming Ordinance, the Indian Gaming Regulatory Act (25 U.S.C. § 2701 *et seq.*) and its regulations (25 C.F.R. § 500 *et seq.*) ("IGRA"), and the Compact. In the event of a conflict or inconsistency between this Regulation and the provisions of the Gaming Ordinance, IGRA, or the Compact, the provisions of the Gaming Ordinance, IGRA, or the Compact prevail to the extent of the conflict or inconsistency. Unless specified otherwise, terms used herein shall have the same meaning as in the Gaming Ordinance, IGRA, or the Compact. In this Regulation "Commission" means the Pauma Gaming Commission.

III. Scope of Application

- A. This Regulation applies to the exclusion of individuals from the Tribe's Gaming Facility. All exclusions shall apply to all areas of the Gaming Facility, as well as all rooms, buildings, parking lots and walkways, a principal purpose of which is to serve the activities of the Gaming Facility.
- B. This Regulation is not intended to limit the Gaming Operation's discretion to refuse service or access to any individual by excluding the individual from the Gaming Facility for a day, and such actions are not considered "exclusions" within the meaning of this Regulation when the refusal of service or access is restricted to twenty-four (24) hours or less. Nor is this Regulation intended to limit the authority of the Gaming Operation or the Commission to restrict access to former employees to the Gaming Facility for a period of up to ninety (90) days immediately following the termination of the individual's employment, whether the termination is voluntary or involuntary, or to limit the authority of the Commission to restrict access to persons whose license has been suspended for the period

of suspension, and such restrictions are not considered “exclusions” within the meaning of this Regulation.

IV. Self-Exclusions

Any individual may voluntarily exclude themselves from the Tribe’s Gaming Facility, and all such requests shall be granted. Self-exclusions must be requested by the individual seeking to exclude himself or herself from the Gaming Facility, not by any third party. The following policies and procedures apply to self-exclusions.

A. Form

The Commission shall adopt a Self-Exclusion Form to be completed by individuals wishing to exclude themselves from the Tribe’s Gaming Facility and make such form available to such individuals upon request. At a minimum, the form shall require the individual to provide his or her full name, other names used, driver’s license or Tribal or State identification number, birth date, current address, telephone number, and physical characteristics. The form must also contain a statement releasing the Tribe and all involved Tribal entities from any liability arising from processing or implementing the self-exclusion request and acknowledging the consequences of making a self-exclusion request. The form must be signed and dated by the individual. The Commission’s or Gaming Operation’s authorized personnel shall verify the individual’s identity and signature by inspecting his or her driver’s license or Tribal or State identification card and take a current photograph of the individual to affix to the Self-Exclusion Form.

B. Term

Self-exclusions shall be for either an indefinite or lifetime term, at the individual’s option. A lifetime self-exclusion is irrevocable. An indefinite self-exclusion shall be for a minimum period of one (1) year. After one (1) year, an individual who has requested an indefinite self-exclusion may submit a written request to the Commission to terminate his/her exclusion.

C. Termination Hearing

The Commission will follow its usual hearing procedures in reviewing a written request to terminate a self-exclusion. If the individual who requested the hearing fails to appear at the hearing without good cause, he/she forfeits any further right of appeal, and the notice of hearing he or she receives from the Commission shall state this. The individual requesting termination of his/her self-exclusion bears the burden of establishing by a preponderance of the evidence that the gambling problem giving rise to his/her self-exclusion has been successfully addressed.

D. Notification to Gaming Operation's Management

The Commission shall promptly forward such information as is necessary to the appropriate management personnel at the Gaming Facility in order to implement the self-exclusion request. The Commission shall require the Gaming Operation to remove all self-excluded individuals from all mailing lists and to revoke any slot or players' cards issued to the individual. The self-excluded individual has the right, upon request, to receive a payout of any credits on his/her slot or players' card prior to its revocation, but not to exceed the maximum daily payout limit.

E. Notification to Patrons

The Commission shall ensure that the Gaming Operation has procedures in place to inform individuals who enquire about self-exclusion about the Tribe's process for self-exclusion.

V. Involuntary Exclusions

Only the Gaming Operation's security personnel or employees of the Commission are authorized to exclude a person from the Gaming Facility. Security personnel may only do so when such action has been requested by the Gaming Operation's authorized management staff. The following policies and procedures apply to involuntary exclusions.

A. Form

The Commission shall adopt a Notice of Exclusion form to be completed by authorized officers or agents of the Commission or the Gaming Operation. At a minimum, the form shall require the individual to provide his or her full name, other names used, driver's license or Tribal or State identification number, birth date, current address, telephone number, and physical characteristics. The form must also contain a statement releasing the Tribe and Tribal entities from all liability arising from processing or implementing the exclusion and acknowledging the consequences of an exclusion. The form must also contain information about the individual's right to seek review by the Commission. The form must be signed and dated by the individual. The Commission's or Gaming Operation's authorized personnel shall verify the individual's identity and signature by inspecting his or her driver's license, or Tribal or State identification card, and take a current photograph of the individual to affix to the Notice of Exclusion.

B. Grounds

Any individual may be excluded from a Gaming Facility for conduct detrimental to the integrity or reputation of the Gaming Operation, including, and limited to:

1. violations of applicable Tribal, Federal, or State criminal or gaming laws and regulations;
2. violations of the Compact;

3. conduct which adversely affects the health, security, and welfare of the Tribe's residents or of the patrons or employees of the Gaming Operation, including but not limited to cheating, assault, battery, theft, panhandling, prostitution, misrepresentation, fraud, threatening and intimidating behavior, use and/or possession of a controlled substance or drug paraphernalia, intoxication, and disorderly conduct;
4. the individual is a person whose reputation, habits, associations, or known criminal history would bring discredit to the Tribe or pose a risk of danger to employees or patrons, when such a conclusion is supported, on a balance of probabilities, by reasonably reliable evidence;
5. an exclusion from a gaming facility other than the Tribe's Gaming Facility;
6. violation of twenty-four hour (24-hour) or less restriction imposed on a patron by the Gaming Operation or of a ninety-day (90-day) or less restriction imposed on a former employee, as referenced in Section III.B of this Regulation; or
7. an exclusion from the Pauma-Yuima Reservation issued in accordance with Tribal law.

C. Exclusion Request

To request the exclusion of an individual, the Gaming Operation's personnel must call for the presence of security personnel or Commission personnel on duty at the time. The requesting personnel shall explain the circumstances to the responding personnel and provide all applicable supporting documentation, including such things as written statements, forms, copies of reports, photographs, and/or video tapes, etc. Commission personnel may initiate an exclusion without waiting for a request from management but shall first call for the presence of security personnel to help deter any potential hostile reaction from the individual being excluded.

D. Response to Exclusion Request

The responding security or Commission personnel will:

1. Inform the individual being excluded that if they fail to cooperate in completing the Notice of Exclusion by refusing to provide identification or requested information or have a photograph taken, or by providing false identification or information, they will automatically receive a permanent exclusion and forfeit any right of review.
2. Obtain valid identification, if available, and the current address of the individual to be excluded and fill out a Notice of Exclusion form.

3. Read the contents of the Notice of Exclusion to the individual being excluded.
4. Have the individual sign and date the Notice of Exclusion or, if the individual refuses to do so, the responding security or Commission personnel shall sign the substitute signature line on the form.
5. Give a copy of the Notice of Exclusion to the individual being excluded or, if the individual refuses to accept it, send the Notice of Exclusion to the individual by registered or certified mail, return receipt requested.
6. Write an incident report describing the situation and attach a copy of the Notice of Exclusion and all other supporting documentation. Include in the incident report the period of exclusion recommended by the Gaming Operation's authorized management personnel.
7. Forward a copy of the complete report, including the Notice of Exclusion and any return receipt received, to the Commission.

E. Failure to Cooperate

If the individual to be excluded fails to cooperate by refusing to provide identification or requested information, or have a photograph taken, or by providing a false name, address, or identification, he/ she forfeits any right to further review of the exclusion.

F. Reviewing Exclusions

All exclusions shall be issued for an indefinite term and remain in effect unless terminated by the General Manager of the Gaming Operation, or his/her delegate, or the Commission in accordance with this section.

1. Termination of Exclusion Within Thirty (30) Days. Except as provided The General Manager or his/her delegate may, on his/her own initiative, review and terminate an exclusion issued by the Gaming Operation within thirty (30) days of its issuance. The Commission may, on its own initiative, review and terminate an exclusion issued by the Commission, within thirty (30) days of its issuance. A decision to terminate under this paragraph does not require advance notice to the excluded individual or an opportunity to be heard. Accordingly, paragraph G of this Section does not apply to such decisions.
2. Petition for Termination of Exclusion by Excluded Individual. To terminate an exclusion, the excluded individual must file a petition for review with the

Commission. The petition must include a statement of the reasons why the individual believes the exclusion should be terminated.

- a. Within thirty (30) days of receiving a request for review, the Commission shall set the matter for a hearing and send a written notice to the excluded individual, by certified mail or registered mail, return receipt requested, of the date, time, and place for the hearing. The notice shall be mailed at least twenty-one (21) days prior to the hearing date, unless the notice period is waived by the excluded individual, and include an admonition that failure to appear at the scheduled hearing without good cause will forfeit any further right of review. A copy of the notice shall also be provided to the Gaming Operation.
- b. The Commission shall make a ruling within ten (10) days of the hearing, and the excluded individual will be notified of the ruling within three (3) days of the ruling.
- c. Decisions of the Commission shall be final and not subject to further review.

G. Exclusion Hearing

The Commission will follow its usual hearing procedures when conducting a hearing on a petition to terminate an exclusion, except that notice of the hearing shall also be provided to the Gaming Operation, and the Gaming Operation's management staff involved in the initial exclusion may attend the hearing. If the individual who requested the hearing fails to appear at the hearing without good cause, he/she forfeits any further right of review, and the notice of hearing he/she receives from the Commission shall state this. The individual contesting his/her extended exclusion bears the burden of producing valid evidence to dispute the facts or evidence produced at the time the Notice of Exclusion was issued.

H. Notification to Gaming Operations Management

The Commission shall promptly forward such information as is necessary to the appropriate management personnel at the Tribe's Gaming Facility in order to implement the termination of an exclusion. The Commission shall require the Gaming Operation to remove all excluded individuals from all mailing lists and to revoke any slot or players' cards issued to the individual.

I. Reinstatement of Exclusion

If an individual has had an exclusion terminated, but the effective date of the termination is set for a future date, and the individual subsequently violates the exclusion by visiting the Tribe's Gaming Facility while the exclusion is still in effect, that individual's indefinite

exclusion is automatically reinstated without further review, except as such further review may be granted by and at the discretion of the Commission. The Gaming Operation shall provide notice of an automatic reinstatement to the Commission.

VI. Forfeiture

A. Any winnings or thing of value obtained by an excluded individual, whether voluntarily or involuntarily excluded, shall be subject to seizure and forfeiture. The Commission shall require the Gaming Facility to have written policies and procedures to prevent the payout of any hand-paid jackpot or other winnings to an excluded individual. Any winnings or thing of value forfeited shall be returned to the Gaming Operation's revenues.

B. Any cash or cash equivalent deposited into a game for play but not yet wagered and played by an excluded individual, whether voluntarily or involuntarily excluded, may also be subject to seizure and forfeiture. For purposes of this section, "game" includes a gaming device, table game, or other gaming activity.

VII. Trespass

An excluded individual, whether under a voluntary or involuntary exclusion, who enters a Gaming Facility during a period of exclusion commits a trespass. Such offense constitutes a civil violation, and the excluded individual may be excluded from the Pauma-Yuima Reservation under Tribal law. In the case of involuntary exclusions, the Tribe, Commission, or Gaming Operation may also press criminal charges when the conduct on which the exclusion is based violates the State's criminal laws. The Gaming Operation may, at its discretion, permit an excluded individual access to the Gaming Facility for emergency purposes only, such as, to pick up an intoxicated individual who has no other available means of transportation.

VIII. Confidentiality

Information contained on the Self-Exclusion Form or the Notice of Violation and supporting documents shall be treated as confidential and shall not be disclosed except to the appropriate Gaming Operation's management and personnel, the State Gaming Agency as required by law, appropriate Federal, State or local law enforcement agencies if needed in the conduct of an official investigation, or when ordered by a court of competent jurisdiction.

IX. Exclusion Lists

The Gaming Operation shall maintain or cause to be maintained separate lists of self-excluded and involuntarily excluded individuals. The Gaming Operation shall update the lists upon any change and provide a copy to the Commission. The Commission shall require the Gaming Operation to have written policies and procedures to ensure that cage personnel check an individual's identification against the lists of excluded persons before allowing the person to cash a check or complete a credit card cash advance transaction. The Commission shall require the Gaming Operation to have written policies and procedures to identify excluded individuals,

whether voluntarily or involuntarily excluded, who may be in a Gaming Facility and, once identified, to promptly escort the individual from the Gaming Facility.

X. Severability

If any provision of this Regulation or the application thereof to any person or circumstance is held invalid, its invalidity does not affect other provisions or applications of this Regulation, and to this end the provisions of this Regulation are severable.

XI. Sovereign Immunity

The sovereign immunity of the Tribe is in no manner waived by this Regulation or by any action by the Gaming Operation, the Commission, or any employee of the Tribe, the Commission or the Gaming Operation acting pursuant to this Regulation.

XII. Effective Date

This Regulation shall take effect immediately upon its adoption by the General Council. However, an individual who was excluded from the Gaming Facility prior to the effective date of this Regulation, whether voluntarily or involuntarily, and whose exclusion remains in effect shall be deemed to be under an indefinite exclusion and shall have the option of petitioning the Commission to review the exclusion in accordance with paragraphs B and C of Section IV of this Regulation, in the case of a voluntary self-exclusion, and in accordance with paragraph F of Section V of this Regulation, in the case of an involuntary exclusion.

CERTIFICATION

I, the undersigned, as Secretary of the Pauma Band of Luiseño Mission Indians of the Pauma & Yuima Reservation, do hereby certify that this Regulation was adopted by the General Council pursuant to the results of a general mail-out ballot, by a vote of 51 in favor, 0 opposed and 0 abstaining, results recorded on March 5, 2006, and amended by a vote of the General Council at a duly called meeting on June 10, 2007, by 50 in favor, 0 opposed and 0 abstaining, at a duly called meeting on June 14, 2009, 61 in favor, 0 opposed and 0 abstaining, at a duly called meeting on January 16, 2014, 44 in favor, 0 opposed and 0 abstaining, and pursuant to the results of a general mail-out ballot, by a vote of 25 in favor, 18 opposed and 1 abstaining, results recorded on November 19, 2020, and that this Regulation has not been further amended or rescinded in any way.

11/19/2020

Date



Tribal Secretary

**Pauma Band of Luiseño Indians of the Pauma & Yuima Reservation
Gaming Regulation No. 015**

Tribal Internal Control Standards

I. Purpose and Scope

- A. This Regulation describes the internal control standards applicable to any class II or class III gaming operation on the Pauma-Yuima Reservation. This Regulation is adopted in accordance with the Tribe’s obligations under 25 C.F.R. § 542.3, which requires the Tribe to adopt internal control standards that are no less stringent than those standards established by the National Indian Gaming Commission (“NIGC”) as set forth in 25 C.F.R. Part 542, and Subsection 8.1 of the Compact between the Tribe and the State of California (“the Compact”).
- B. The purposes of such internal control standards are to:
1. promote the integrity of the Tribe’s Gaming Operation;
 2. safeguard Tribal assets;
 3. promote reliable and accurate financial reporting; and
 4. promote compliance with applicable laws and regulations.
- C. Without limiting the generality of this section, an internal control standard may address the following matters:
1. the conduct of class II or class III gaming activities;
 2. internal or external audits;
 3. cage (i.e., the secure work area for cashiers and storage of the gaming operation’s bankroll);
 4. credit (i.e., advances made to patrons in the form of cash or gaming chips);
 5. information technology (i.e., computer hardware, software, and data files);
 6. drop and count (i.e., the collection and counting of cash and cash equivalents in and from drop boxes, and/or bill acceptors);
 7. surveillance;
 8. security;

9. property inventories (i.e., lists of supplies and other goods owned by the Gaming Operation);
10. complimentary services or items (i.e., services or items provided at no cost or a reduced cost to a patron);
11. financial transactions;
12. physical safeguarding of assets; and
13. prevention of theft, cheating, fraud, and other illegal activity.

II. Interpretation

- A. This Regulation supplements the provisions of the Tribe's Gaming Ordinance, the Indian Gaming Regulatory Act (25 U.S.C. § 2701 *et seq.*) and its regulations (25 C.F.R. § 500 *et seq.*) ("IGRA"), and the Compact, which are incorporated herein. In the event of a conflict or inconsistency between this Regulation and the provisions of the Gaming Ordinance, IGRA, or the Compact, the provisions of the Gaming Ordinance, IGRA, or the Compact prevail to the extent of the conflict or inconsistency. Unless specified otherwise, terms used herein shall have the same meaning as in the Gaming Ordinance, IGRA, or the Compact. In this Regulation, "Commission" means the Pauma Gaming Commission.
- B. If an enhanced or new standard adopted pursuant to subparagraph B.1, Section III, or the dispute resolution and review process outlined in subparagraph B, Section IV, is inconsistent or in conflict with the terms of any gaming management or development agreement, or ancillary agreements thereto, executed by the Tribe and duly ratified by the General Council, the terms of such agreement(s) shall prevail to the extent of the conflict or inconsistency.

III. Tribal Internal Control Standards

- A. The Commission shall establish and implement Tribal Internal Control Standards that:
 1. Provide a level of control that equals those set forth in 25 C.F.R. Parts 542 and 543, the NIGC's minimum internal control standards (hereafter "MICS"), as amended from time to time;
 2. Contain standards for currency transaction reporting that comply with 31 C.F.R. Part 103, as amended from time to time;
 3. Establish standards for games not addressed in 25 C.F.R. Part 542, as amended from time to time;
 4. If not otherwise addressed in the standards developed pursuant to

subparagraphs 1 through 3 of this paragraph A or elsewhere in the Gaming Ordinance or Tribal gaming regulations, address the internal control issues set out in Subsection 8.1 of the Compact; and

5. Are necessary to comply with any other applicable Tribal, Federal, or State law or the Compact, as amended from time to time.
- B. The Commission may deviate from the minimum standards set out in paragraph A, Section III, as follows:
1. The Commission may adopt more stringent standards than those set out in paragraph A, Section III, or set new standards for matters not covered in paragraph A, Section III, subject to the following restrictions:
 - a. The Commission must first engage in meaningful and good faith consultation with the Gaming Operation in accordance with Section IV below;
 - b. Prior notice must be provided to the General Council in accordance with paragraph A, Section VII, below;
 - c. Such standards may not be issued more frequently than semi-annually, unless an earlier implementation is required to address an immediate threat to the integrity of the Tribe's Gaming Operation or assets;
 - d. Such standards must be tailored to further one of the Tribal interests set out in paragraph B, Section I;
 - e. The cost of implementing a specific internal control standard should not exceed the expected benefit of the control;
 2. The Commission may not adopt less stringent standards than those required in paragraph A, Section III, unless, when required by Federal law, it has first obtained a variance in accordance with 25 C.F.R. § 542.18.
- C. The Commission may amend the Tribal Internal Control Standards from time to time.
1. When an amendment is required to comply with Tribal, Federal or State law, the Commission may adopt the amendment without consulting with the Gaming Operation but shall notify the Gaming Operation in writing of the amendment, which notice shall specify a reasonable deadline for the Gaming Operation to come into compliance with the amended standard.
 2. When an amendment is not required by Federal, State or Tribal law, the Commission must comply with the requirements of subparagraph B.1 of

Section III above before adopting and implementing an amendment that has the effect of creating a more stringent standard than the standard it is amending.

- D. The Tribe hereby adopts, and incorporates in this Regulation by reference the Tribal Internal Control Standards adopted by the Commission by resolution, as amended from time to time.
- E. In the event of any ambiguity in the Tribal Internal Control Standards, which has not already been clarified by a court of competent jurisdiction or by the NIGC in the form of an opinion letter, bulletin, or otherwise, the Commission has the exclusive authority to determine the proper interpretation of the provision in question, and such interpretation shall be binding on the Gaming Operation.

IV. Consultation with Gaming Operation

- A. Before the implementation of a more stringent or new standard pursuant to subparagraph B.1, Section III, above, the Commission shall consult with the Gaming Operation as follows:
 - 1. The Commission shall prepare an initial draft of the proposed standard and include a brief statement including the following:
 - a. The identified risk and related goal or objective the standard is designed to address;
 - b. The Tribal interest identified in paragraph B, Section I, which the standard is intended to promote;
 - c. If a similar or related standard is in place, a restatement of the existing standard; and
 - d. The proposed date for implementation.
 - 2. The Commission shall submit the initial draft to the general manager and the supervisor(s) of the affected department(s) and schedule a meeting with these same individual(s) to review and discuss the proposed internal control standard. The Commission may schedule additional follow-up meetings with the Gaming Operation for the purpose of attempting to reach an agreement on the implementation of the proposed standard.
 - 3. The Commission shall take into consideration the comments received from the Gaming Operation's management personnel during the consultation process and make such revisions to the draft internal control standard as can reasonably be accommodated without unduly undermining the effectiveness of the proposed standard.

- B. If after consultation the Gaming Operation and the Commission disagree on the more stringent or new standard, the Commission may nevertheless adopt and implement the more stringent or new standard after considering any public comments received in accordance with paragraph A, Section VII, subject to the following:
1. If, after one hundred eighty (180) days from implementation, the Gaming Operation still objects to the more stringent or new standard, the Gaming Operation shall request a meeting with the Commission no later than thirty (30) days after the 180-day trial period to discuss any ongoing concerns about the standard in question. After such meeting, the Commission shall consider the Gaming Operation's concerns and determine, in its own discretion, whether the internal control standard should be rescinded or revised and inform the Gaming Operation in writing of its decision.
 2. If the Commission does not rescind a more stringent or enhanced internal control standard or revise the standard in question to the satisfaction of the Gaming Operation after meeting with the Gaming Operation in accordance with subparagraph B.1 of this section, the Gaming Operation may challenge the more stringent or new standard by petitioning the General Council to rescind or modify the more stringent or new standard pursuant to Section IX, paragraph B.1 of Gaming Regulation 012.
 - a. A petition to rescind or modify a more stringent or enhanced internal control standard must be filed with the General Council within thirty (30) days of the date the Gaming Operation receives the Commission's decision on whether to rescind or modify the more stringent or enhanced standard.
 - b. The burden shall be on the Gaming Operation to establish good cause for the standard to be rescinded or modified.
 3. Nothing herein shall be construed as limiting the ability of the Commission to, on its own initiative and at any time, rescind or make less stringent an internal control standard adopted pursuant to subparagraph B.1, Section III.

V. Gaming Operation's Internal Control System

- A. The Gaming Operation shall develop and implement an internal control system that, at a minimum, complies with the Tribal Internal Control Standards. In addition to the purposes set out in paragraph B, Section I, the Gaming Operation shall include in its internal control system such internal controls as are designed to promote effective and efficient operations, in accordance with industry standards.
- B. The Commission may review the Gaming Operation's internal control system to ensure that it complies with the Tribal Internal Control Standards. If the

Commission determines that an aspect of the internal control system does not comply with the Tribal Internal Control Standards, it will notify the Gaming Operation, set forth the reasons for its position, and request a meeting with management for the purpose of conferring in good faith over the necessity of modifying the internal control system. The Gaming Operation shall adopt any modifications requested by the Commission after such a meeting, and the Commission's determination is not subject to further review under paragraph B, Section IX of Gaming Regulation 012.

VI. Compliance and Enforcement

A. In order to ensure compliance with this regulation:

1. Without limiting the generality of the Commission's powers and duties, as set out in paragraph B, Section III of Gaming Regulation 012, the Commission shall monitor the Gaming Operation to ensure compliance with this Regulation and take appropriate enforcement action for violations of this Regulation.
2. The NIGC is authorized to monitor and enforce compliance with the MICS adopted pursuant to subparagraph A.1, Section III above, in the manner provided for in 25 C.F.R. § 542.3(g)(2) and § 543.3(g)(2). In addition, the NIGC shall, for the purpose of enforcing compliance with said MICS, have the power to:
 - a. Monitor all class II and class III gaming on a continuing basis;
 - b. Inspect and examine all premises on which class II or class III gaming is conducted; and
 - c. Demand access to and inspect, examine, photocopy, and audit all papers, books, and records respecting gross revenues of all class II and class III gaming on a continuing basis or any other matters necessary to enforce compliance with said internal control standards.
3. Any failure to adopt the MICS pursuant to subparagraph A.1, Section III, above, to perform Agreed-Upon Procedures pursuant to paragraph B of this Section, to prevent or obstruct the exercise of any of the NIGC's powers under subparagraph A.2 of this Section, or to comply with the MICS once adopted, is a violation of this Regulation. The Chairman of the NIGC shall have the authority to remedy such violations of this Regulation under 25 U.S.C. § 2713 and its implementing regulations, and the Tribe shall have the rights and remedies available thereunder.

- B. An independent certified public accountant (“CPA”) shall be engaged by the Commission to perform “Agreed-Upon Procedures,” in the manner provided for in 25 C.F.R. § 542.3(f) and § 543.3(f) to verify, on a test basis, that the Gaming Operation is in material compliance with the Tribal Internal Control Standards or a Tribally approved variance that has received NIGC concurrence. The procedures may be performed in conjunction with the annual audit required under Section 1 of Article VI of the Gaming Ordinance. The CPA shall report its findings to the Tribe, the Commission, and the Gaming Operation. The Commission shall submit a copy of the report to the NIGC within one hundred twenty (120) days of the Gaming Operation's fiscal year end.

VII. Publication

- A. If, after consultation in accordance with paragraph A, Section IV, the Commission intends to issue a more stringent or new internal control standard pursuant to subparagraph B.1, Section III, the Commission shall first issue a notice to the General Council.
 - 1. The notice shall include the information set out in subparagraph A, Section IV, and inform the General Council of the opportunity to provide comments to the Commission within thirty (30) days of the issuance of the notice.
 - 2. The notice shall be mailed by the Commission to members of the General Council. The date of mailing shall be the date of issuance of the notice for the purpose of triggering the thirty-day (30-day) comment period.
 - 3. The Commission shall review and consider any comments received from the General Council within the thirty-day (30-day) comment period prior to issuance of an enhanced or new internal control standard.
 - 4. The Commission shall maintain a record of any comments received from the General Council within the 30-day comment period until the period for the Gaming Operation to petition the General Council for review pursuant to subparagraph B.2, Section IV, has expired. If the General Council conducts a review hearing in accordance with subparagraph B.2, Section IV, the Commission shall submit copies of the comments received on the internal control standard in question to the General Council as part of the record for the hearing.
- B. A copy of the Tribal Internal Control Standards, as amended from time to time, shall be deposited at the offices of the Commission, and made available for inspection by the public during normal business hours.

VIII. Severability

If any provision of this Regulation or the application thereof to any person or circumstance is held invalid, its invalidity does not affect other provisions or applications of this Regulation, and to this end the provisions of this Regulation are severable.

IX. Sovereign Immunity

The sovereign immunity of the Tribe is in no manner waived by this Regulation or by any action by the Commission, the Gaming Operation, or any employee of the Commission, the Gaming Operation, or the Tribe acting pursuant to this Regulation.

X. Effective Date

This Regulation shall take effect immediately upon its adoption by the General Council. Any amendment to this Regulation shall take effect immediately upon its adoption by the General Council, unless otherwise provided for in the resolution approving the amendment.

CERTIFICATION

I, the undersigned, as Secretary of the Pauma Band of Luisefio Mission Indians of the Pauma & Yuima Reservation, do hereby certify that this Regulation was adopted by the General Council pursuant to the results of a general mail out ballot of 51 in favor, 0 opposed and 0 abstaining, recorded on March 5, 2006, and amended by vote of the General Council at its duly called meetings on June 10, 2007, 50 in favor, 0 opposed and 0 abstaining, on July 13, 2008, 35 in favor, 0 opposed and 0 abstaining, on April 11, 2010, 54 in favor, 0 opposed and 0 abstaining, and the results of a general mail-out ballot, by a vote of 25 in favor, 18 opposed and 1 abstaining, recorded November 19, 2020, and that this Regulation has not been further amended or rescinded in any way.

11/19/2020
Date


Tribal Secretary

Pauma Band of Luiseño Mission Indians of the Pauma & Yuima Reservation Gaming Regulation 016

Prohibited Acts

I. Purpose

This Regulation identifies conduct or activities that are prohibited and therefore considered grounds for the Pauma Gaming Commission to take licensing action or other enforcement action against an applicant or licensee and for the Gaming Operation and the Commission to involuntarily exclude a patron from the Gaming Facility. This Regulation is consistent with the Commission's responsibility under Subsection 7.1 of the Compact between the Tribe and the State of California ("Compact") to conduct on-site gaming regulation and control in order to protect the integrity of the Tribe's gaming activities, the reputation of the Gaming Operation and Tribe for honesty and fairness, and the confidence of the public that Tribal government gaming in California meets the highest standards of regulation.

II. Interpretation

This Regulation supplements the provisions of the Tribe's Gaming Ordinance, the Indian Gaming Regulatory Act (25 U.S.C. § 2701 *et seq.*) and its regulations (25 C.F.R. § 500 *et seq.*) ("IGRA"), and the Compact, which are incorporated herein. In the event of a conflict or inconsistency between this Regulation and the provisions of the Gaming Ordinance, IGRA, or the Compact, the provisions of the Gaming Ordinance, IGRA, or the Compact prevail to the extent of the conflict or inconsistency. Unless specified otherwise, terms used herein shall have the same meaning as in the Gaming Ordinance, IGRA, or the Compact.

In this Regulation:

- A. "Commission" means the Pauma Gaming Commission;
- B. "Employee," unless otherwise indicated herein, means any gaming employee, Commission employee or member, or independent contractor or consultant retained by the Gaming Operation or Commission;
- C. "Management" means the General Manager of the Gaming Operation and the directors or supervisors of each department within the Gaming Operation; and
- D. "Prohibited acts" means conduct or activities prohibited by this Regulation.

III. Scope of Application

- A. This Regulation applies to any patron, licensee, or other person subject to the regulatory authority of the Commission.

- B. This Regulation applies equally to class II and class III gaming activities.
- C. Nothing herein is intended to limit or preempt the application of other Tribal, Federal, or State laws or regulations that regulate or prohibit the conduct or activities addressed herein and would otherwise apply or that regulate or prohibit other conduct or activities not described herein.

IV. Prohibited Acts

The following conduct or activities are hereby prohibited:

- A. the conduct or activities prohibited under California Penal Code §§ 337u through 337z, namely:
 - 1. to alter or misrepresent the outcome of a gaming activity or other event on which wagers lawfully have been made after the outcome is determined, but before it is revealed to the players;
 - 2. to place, increase, or decrease a wager or to determine the course of play after acquiring knowledge, not available to all players, of the outcome of the gaming activity or any event that affects the outcome of the gaming activity or which is the subject of the wager or to aid anyone in acquiring that knowledge for the purpose of placing, increasing, or decreasing a wager or determining the course of play contingent upon that event or outcome;
 - 3. to claim, collect, or take, or attempt to claim, collect, or take, money or anything of value in or from a gaming activity, with intent to defraud, without having made a wager contingent on the game, or to claim, collect, or take an amount greater than the amount actually won;
 - 4. to knowingly entice or induce another to go to any place where a gaming activity is being conducted or operated in violation of this subparagraph A, with the intent that the other person play or participate in that gaming activity;
 - 5. to place or increase a wager after acquiring knowledge of the outcome of the gaming activity or other event which is the subject of the wager, including past-posting and pressing wagers;
 - 6. to reduce the amount wagered or cancel the wager after acquiring knowledge of the outcome of the gaming activity or other event which is the subject of the bet, including pinching wagers;
 - 7. to manipulate, with the intent to cheat, any component of a gaming activity device in a manner contrary to the designed and normal

operational purpose for the component, including, but not limited to, varying the pull of the handle of a gaming device, with knowledge that the manipulation affects the outcome of the gaming activity or with knowledge of any event that affects the outcome of the gaming activity;

8. to use, or to possess with the intent to use, any device to assist in any of the following:
 - a. in projecting the outcome of the gaming activity;
 - b. in keeping track of the cards played;
 - c. in analyzing the probability of the occurrence of an event relating to the gaming activity; or
 - d. in analyzing the strategy for playing or wagering to be used in the gaming activity, except as permitted under State law or by the Commission.

9. to use counterfeit chips, counterfeit debit instruments, or other counterfeit wagering instruments in a gaming activity, the equipment associated with a gaming activity, or a cashless wagering system;

10. in playing or using any gaming activity, the equipment associated with a gaming activity, or a cashless wagering system designed to be played with, receive, or be operated by chips, tokens, wagering credits or other wagering instruments approved by Commission, or by lawful coin of the United States to either:
 - a. knowingly use chips, tokens, wagering credits, or other wagering instruments not approved by the Commission, or lawful coin, legal tender of the United States, or use coins or tokens not of the same denomination as the coins or tokens intended to be used in that gaming activity, associated equipment, or cashless wagering system; or
 - b. use any device or means to violate this subparagraph A;

11. when not a duly authorized gaming employee acting in furtherance of his/her employment:
 - a. to possess any device intended to be used to violate this subparagraph A; or
 - b. to possess any key or device known to have been designed for the purpose of, and suitable for, opening, entering, or affecting the

operation of any gaming activity, cashless wagering system, or dropbox, or for removing money or other contents from the game, system, or box;

12. to possess any paraphernalia for manufacturing slugs, where "paraphernalia for manufacturing slugs" means the equipment, products, and materials that are intended for use or designed for use in manufacturing, producing, fabricating, preparing, testing, analyzing, packaging, storing, or concealing a counterfeit facsimile of the chips, tokens, debit instruments, or other wagering instruments approved by the Commission, or a lawful coin of the United States, the use of which is unlawful, and includes, but is not limited to, any of the following:
 - a. lead or lead alloys;
 - b. molds, forms, or similar equipment capable of producing a likeness of a gaming token or lawful coin of the United States;
 - c. melting pots or other receptacles;
 - d. torches;
 - e. tongs, trimming tools, or other similar equipment; or\
 - f. equipment which can be reasonably demonstrated to manufacture facsimiles of debit instruments or wagering instruments approved by the Commission;
13. to cheat at any gaming activity;
14. to manufacture, sell, or distribute any cards, chips, dice, game, or device which is intended to be used to violate this subparagraph A;
15. to mark, alter, or otherwise modify any gaming activity device or associated equipment in a manner that either:
 - a. affects the result of a wager by determining win or loss; or
 - b. alters the normal criteria of random selection, which affects the operation of a gaming activity or which determines the outcome of a game;
16. to instruct another in cheating or in the use of any device for that purpose, with the knowledge or intent that the information or use conveyed may be employed to violate this subparagraph A; and

17. to attempt to commit any of the acts prohibited by this subparagraph A.
- B. to unlawfully take or attempt to take any chips, coin(s), token(s), machine credits, vouchers, currency, or anything of value from any patron or employee;
- C. to refuse to leave the Gaming Facility when instructed to do so by an employee of the Gaming Operation or Commission;
- D. to damage or attempt to damage, either intentionally or negligently, any property, gaming device or equipment, or any article belonging to the Gaming Operation, an employee, or a patron;
- E. for a person under the age of eighteen (18) years to make any wager, either directly or indirectly, on any gaming activity;
- F. to cause or threaten injury, either intentionally or negligently, to any patron or employee;
- G. to possess any chips, tokens, cards, device, paraphernalia, or other equipment that could reasonably be concluded as useful in cheating, defrauding, manipulating, or altering any game, gaming device equipment, machine, computer, or supplies;
- H. for any employee to aid, conspire, collude, or assist in any way any other employee or patron to win or have any unfair advantage to win or otherwise acquire anything of value unfairly;
- I. for any licensee to abuse his/her complimentary privileges, which abuse shall include, but not be limited to, enabling themselves, other licensees, friends, or family members to receive, without management's approval, free or discounted meals, alcoholic beverages, gifts, merchandise, hotel rooms, cash, coupons, event tickets, unused tickets, or anything else of value charged to or belonging to the Gaming Operation;
- J. for any licensee, without management's approval, to take, acquire, receive, give away, or divert anything of value charged to or belonging to the Gaming Operation, including, but not limited to, food, beverage, supplies, furnishings, labor, merchandise, equipment, revenues, or anything that could be construed as a Tribal asset;
- K. for any licensee to touch, obscure, move, manipulate, damage, cover, or otherwise tamper with any surveillance cameras or associated equipment; or
- L. for the Gaming Operation and a gaming resource supplier to fail to notify the Commission in writing forthwith when a shipment of a gaming device, previously authorized by a Gaming Device Shipping Permit approved by the Commission, is cancelled or rescheduled so that the Commission may promptly notify the San

Diego County Sheriff's Department and the California Gambling Control Commission of the cancelled or rescheduled shipping date.

V. Management's Responsibilities

A. Maintenance of Tribal Gaming Laws

To promote compliance with the Compact, the Tribe's Gaming Ordinance, and its gaming regulations, management shall maintain at the Gaming Facility one or more copies of the most current version of the bound "Tribal-State Compact & Related Tribal Laws," which may be obtained from the Commission. Management shall ensure that each gaming employee is aware of the existence and location of this compilation and make it accessible to all employees. This compilation shall be produced by management and shown to a Commission employee or member upon demand. Failure of management to comply with this provision in no way diminishes each licensee's responsibility to know and comply with the Compact, the Tribe's Gaming Ordinance, and its gaming regulations.

B. Reporting

Management shall be responsible for implementing policies and procedures to ensure that gaming employees who observe prohibited acts at the Gaming Facility immediately report such conduct or activities to their immediate supervisor or the head of their department and that such reports are immediately brought to the attention of the security department and the Commission.

VI. Severability

If any provision of this Regulation or the application thereof to any person or circumstance is held invalid, its invalidity does not affect other provisions or applications of this Regulation, and to this end the provisions of this Regulation are severable.

VII. Sovereign Immunity

The sovereign immunity of the Tribe is in no manner waived by this Regulation or by any action by the Gaming Operation, the Business Committee, the Commission, or any employee or agent of the Gaming Operation, the Tribe, or the Commission acting pursuant to this Regulation.

VIII. Effective Date

This Regulation shall take effect immediately upon its adoption by the General Council. Any amendment to this Regulation shall take effect immediately upon its adoption by the General Council, unless otherwise provided for in the resolution approving the amendment.

CERTIFICATION

I, the undersigned, as Secretary of the Pauma Band of Luiseño Mission Indians of the Pauma & Yuima Reservation, do hereby certify that this Regulation was adopted by the General Council pursuant to the results of a general mail-out ballot vote of 25 in favor, 18 opposed and 1 abstaining, the results recorded on November 19, 2020, and that this Regulation has not been amended or rescinded in any way.

11/19/2020

Date



Tribal Secretary