

Soboba Band of Luiseño Mission Indians

P.O. Box 487 * SAN JACINTO, CA 92581 * TELEPHONE (909) 654-2765

TORT CLAIMS ORDINANCE

ORDINANCE NO. GC00-7

BE IT ENACTED BY THE SOBOBA BAND OF LUISEÑO MISSION INDIANS OF THE SOBOBA RESERVATION, CALIFORNIA, AS FOLLOWS:

I. TITLE.

This Ordinance shall be entitled the "Soboba Band of Luiseño Mission Indians of the Soboba Reservation, California, Tribal Tort Claims Ordinance."

II. FINDINGS.

A. The gaming enterprise of the Soboba Band of Luiseño Mission Indians of the Soboba Reservation, California, ("Tribe") relies on the trust and confidence of its patrons.

B. The Tribe desires that patrons of the Tribe's gaming enterprise feel safe and secure when on the premises of that enterprise. To that end, the Tribe wants patrons to know that recourse is available to persons who suffer injuries while on the premises of the Tribe's gaming enterprise.

C. The Tribe endeavors to take all reasonable precautions to protect the health, safety and welfare of Reservation visitors and patrons of tribal business enterprises, but despite these efforts, accidents occasionally occur.

D. The Tribe desires to create a remedy by which any person who is injured at or in connection with the operation of a tribal gaming facility on the Soboba Indian Reservation as a result of the negligent act or omission of any officer, employee, or agent of the Tribe who was acting within the scope of his or her office, employment, or agency, may be made whole; provided, however, that no claim for punitive damages or attorneys' fees may be asserted against the Tribe or any person acting in an official capacity and within the course and scope of his/her authority as an officer, employee or agent of the Tribe.

E. The Tribe desires and intends by the enactment of this Ordinance to comply with Section 10.2(d) of the Class III gaming compact between the Tribe and the State of California. Accordingly, the effectiveness of this Ordinance shall be contingent upon publication in the Federal Register of a notice that said Compact has been approved or is considered to have been

approved by the Secretary of the Interior, and this Ordinance shall take effect as of the effective date of said Compact in accordance with 25 U.S.C. §2710(d)(3)(B).

III. PURPOSE.

The purposes of this Ordinance are:

A. To set forth the terms and conditions under which the Tribe will grant a limited waiver of its sovereign immunity to suit solely on claims for money damages resulting from injuries to person or property at the Tribe's Gaming Facility or in connection with the Tribe's Gaming Operation;

B. To establish time limits, substantive standards, procedures for the filing and prompt and fair adjudication of any claims against the Tribe for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful acts of any Tribal official, agent or employee while acting within the scope of his/her office or employment on the premises of the Tribe's Gaming Facility or in the operation of the Tribe's Gaming Enterprise, and to assure prompt payment of claims determined to be legitimate;

C. To establish appellate remedies for claims for work-related injuries to employees;

D. To establish liability insurance requirements for the Tribe's Gaming Enterprise; and

E. To grant a limited waiver of the Soboba Band of Luiseño Mission Indians of the Soboba Reservation, California's sovereign immunity solely for claims authorized by this Ordinance or the Soboba Band's system of insurance and self-insurance for employee claims for compensation for work-related injuries, and filed in compliance therewith, and to the enforcement of judgments and/or awards rendered hereunder.

IV. DEFINITIONS.

A. "Arbitration Panel" is the impartial person or entity to whom the Tribe has assigned the authority and responsibility to review and decide appeals from: 1) the Tribal Council's rejection of a claim for failure to timely comply with the procedures established in this Ordinance or allege a Compensable Injury; 2) the Tribal Council's or Tribal Gaming Agency's denial of a Certified Claim for a Claimant's failure to establish by a preponderance of evidence that the Tribe is liable to the Claimant on a Certified Claim; 3) the adequacy of an Award granted by the Tribal Council on a Certified Claim; or 4) the failure of the Tribe or its insurer to timely pay an Award.

B. "Award" is the financial remedy offered a Claimant by the Tribal Council or Tribal Gaming Agency to resolve a Certified Claim timely filed under this Ordinance.

C. "Certified Claim" is a Claim that the Tribal Council has certified as complying with all procedural requirements and stating a prima facie case that a Claimant has sustained a Compensable Injury.

D. "Claim" is the written document, together with such supporting information as a Claimant may wish to provide, alleging a Compensable Injury to person or property that is prepared by the Claimant and delivered to the Tribal Council as provided herein.

E. "Claimant" is the individual who submits a Claim to the Tribal Council.

F. "Compact" is the Tribal-State Class III gaming compact executed by the Governor of California and the Tribe, ratified by the California Legislature and approved or considered to have been approved by the Secretary of the Interior or an authorized representative thereof.

G. "Compensable Injury" is an injury to person or property that occurs on the premises of the Tribe's Gaming Facility or in connection with the Tribe's Gaming Operation, the proximate cause of which was the negligent or intentional act of a Tribal official, agent or employee acting in the course and scope of his/her employment by the Tribe and within the scope of his/her authority. "Compensable Injury" does not include any injury allegedly sustained by a Tribal official, agent or employee in connection with his/her employment or performance of official duties, any injury allegedly sustained by a Tribal member or any person eligible for enrollment in the Tribe, any claim for punitive or exemplary damages, any injury proximately caused by a negligent or intentional act that was committed outside the course and scope of the employment and/or authority of a Tribal official(s), employee(s) or agent(s) whose act(s) or omission(s), or any injury proximately caused by the act or omission of any person who is not an officer, employee or agent of the Tribe or who is not otherwise directly subject to the Tribe's direction, supervision or control. For the purposes of this Ordinance, a Claim may not be certified if the person or entity alleged to have been the proximate cause of a Compensable Injury was not, at the time the injury was sustained, either an elected or appointed official of the Tribe, an employee or agent of the Tribe, or party to a contract with the Tribe in connection with the operation or maintenance of a Tribal gaming facility or any facility appurtenant thereto. The Tribe specifically disclaims, and shall not be liable or responsible for, any acts or omissions committed by any patron of a Tribal gaming facility.

H. "Gaming Facility" is any building in which Class III gaming activities or gaming operations occur on Indian lands over which the Tribe exercises jurisdiction.

I. "Gaming Operation" is any business enterprise owned by the Tribe that offers and operates Class III gaming activities on Indian lands over which the Tribe exercises jurisdiction.

J. "Rejected Claim" is a Claim that the Tribal Council cannot certify because Claimant has failed to comply with one or more procedural requirements as provided herein, including deadlines for filing claims or evidence supporting a claim.

K. "Tribal Council" is the elected governing body of the Soboba Band of Luiseno Mission Indians of the Soboba Reservation, California, under the Tribal Constitution of October 2, 1993; provided, however, that for the purposes of this Ordinance, the Tribal Council may delegate the performance of its duties hereunder to the Judicial Committee of the Tribal Council.

L. "Soboba Band of Luiseño Mission Indians of the Soboba Reservation, California" is the federally recognized Indian tribe with jurisdiction over the Soboba Indian Reservation in Riverside County, California.

M. "Soboba Indian Reservation" is all those lands within the exterior boundaries of the Soboba Indian Reservation in Riverside County, California, and such other trust lands as hereafter may be acquired for the Tribe by the United States of America.

V. CLAIMS COVERED BY THIS ORDINANCE.

A. This Ordinance creates both procedures and substantive rights or causes of action for redress of injuries to person or property proximately caused by the negligent or intentional act(s) or omission(s) by an officer, employee or agent of the Tribe on the premises of the Tribe's Gaming Facility or in connection with the operation of the Tribe's Gaming Operation.

B. Except as otherwise specifically provided herein, the Tribe shall be liable, with respect to tort claims arising under this Ordinance, in the same manner and to the same extent as the United States would be liable under like circumstances pursuant to 28 U.S.C. §2674 (the Federal Tort Claims Act), but shall not be liable for interest prior to judgment or for punitive or exemplary damages. If, however, in any case wherein death was caused, the law of the State of California provides, or has been construed to provide, for damages only punitive in nature, the Tribe shall be liable only for actual or compensatory damages, measured by the pecuniary injuries resulting from such death to the persons, respectively, for whose benefit the action was brought, in lieu thereof. With respect to any claim asserted under this Ordinance, the Tribe shall be entitled to assert any defense based upon judicial or legislative immunity which otherwise would have been available to the officer, agent or employee of the Tribe whose act or omission gave rise to the claim, as well as any other defenses to which the Tribe is entitled. In no event shall the Tribe be held liable for damages in excess of Five Million Dollars (\$5,000,000.00), and then only to the extent that such damages are covered by insurance required under the terms of the Tribe's Compact.

C. The Tribal Council, or its designee, in accordance with the terms of this Ordinance, may consider, investigate, ascertain, adjust, determine, compromise, arbitrate, mediate, adjudicate, and settle any claim for money damages against the Tribe for injury or loss of property or personal injury or death occurring on the premises of the Tribe's Gaming Facility or in connection with the operation of the Tribe's Gaming Enterprise, caused by the negligent or wrongful act or omission of any officer, employee, or agent of the Tribe (not including an independent contractor) while acting within the scope of his or her office, employment, or agency, under circumstances where

the United States, if a private person, would be liable to claimant in accordance with the laws of the State of California as applied to the United States under 28 U.S.C. §§2672 and 2674, as limited hereafter.

D. The Tribe may be determined to be liable for injury caused by a dangerous condition of its property only if the claimant establishes that the Tribal property was in a dangerous condition at the time of the injury, that the injury was proximately caused by the dangerous condition, that the dangerous condition created a reasonably foreseeable risk of the kind of injury that was incurred, and that either:

- (1) a negligent or wrongful act or omission of an officer, employee, or agent within the scope of his or her office, employment, or agency created the dangerous condition; or
- (2) the Tribe had actual knowledge or constructive notice of the dangerous condition and sufficient time prior to the injury to have taken measures to remedy or protect against the dangerous condition.

Notwithstanding the foregoing, nothing in this Ordinance creates any substantive right to relief or consents to the maintenance against the Tribe of any Claim based upon any act or omission on or near any property owned by the Tribe of persons who are not officers, employees or agents of the Tribe acting within the course and scope of their authority and/or employment.

The Tribe shall not be liable for injury or damage caused by a condition of its property if it establishes that the act or omission that created the condition was reasonable, based on weighing the probability and gravity of the potential injury against the practicability and cost of taking alternative action to prevent or protect against the risk of injury, or if the Claimant knew or reasonably should have been aware of the condition prior to sustaining the injury upon which the Claim is based.

E. The Tribe shall not be liable for interest prior to judgment or for punitive damages. In claims for wrongful death, the Tribe shall be liable for actual or compensatory damages, measured by the pecuniary injuries resulting from such death to the persons for whose benefit the claim is brought. Claims for non-pecuniary personal injury not involving death must be personal to the Claimant, and shall be limited to \$300,000. Claims for injury to or loss of property shall be limited to the fair market value of the property immediately preceding the moment of loss or injury.

F. Nothing in this Ordinance shall be construed to modify or repeal any other Tribal Ordinance, Resolution, or practice regarding workers' compensation or other employee insurance policy.

VI. CLAIMS EXCLUDED BY THIS ORDINANCE.

A. This Ordinance does not provide any remedy or forum for alleged injuries caused by the issuance, denial, suspension or revocation of, or by the failure or refusal to issue, deny, suspend or revoke, any permit, license, certificate, approval, order, or similar authorization.

B. This Ordinance does not provide any remedy or forum for alleged damages or injuries arising from actual or prospective contractual relationships between the Tribe and other parties.

C. This Ordinance does not provide any remedy or forum for claims against the Tribe for equitable indemnity or contribution arising from third-party litigation.

D. This Ordinance does not provide any remedy or forum for claims against the Tribe for punitive or exemplary damages, or attorneys' fees.

VII. RECOGNIZED TRIBAL DEFENSES.

A. With respect to any Claim to which this Ordinance applies, the Tribe shall be entitled to assert any defense based upon judicial or legislative immunity which otherwise would have been available to the employee or agent of the Tribe whose act or omission gave rise to the claim, as well as any other defenses to which the Tribe is entitled.

B. This Ordinance does not provide any remedy for alleged injuries resulting from any act or omission of an officer, employee, or agent that was the result of the good faith exercise of the discretion vested in him or her, or a result of the good faith execution or enforcement of any Tribal, federal, or California ordinance, resolution, law, or rule.

C. This Ordinance does not provide any remedy for alleged damages or injuries arising from a misrepresentation by an officer, employee, or agent of the Tribe unless such misrepresentation was a result of actual fraud, corruption, or malice, and the Claimant reasonably relied upon such misrepresentation to his/her detriment.

VIII. EXCLUSIVE REMEDY.

A. This Ordinance provides the exclusive procedure, forum, and remedy for pursuit of claims for injury to or loss of property, personal injury or death. Except as expressly provided herein, this Ordinance does not constitute a waiver of the sovereign immunity of the Tribe or its officers, employees, and agents, and the Tribe reserves all rights for itself and its officers, employees, and agents not expressly waived by this Ordinance.

B. If any California or federal court construes this Ordinance to constitute a waiver, in whole or in part, of the Tribe's sovereign immunity except in strict accordance with the terms of this Ordinance, this Ordinance shall immediately and without further action become null and void, retroactive to the day prior to the incident or occurrence giving rise to such judicial decision.

IX. FINALITY.

A. Except as otherwise expressly provided herein, any Award, compromise, settlement, or determination of a Claim under this Ordinance must be in writing and approved by the Tribal Council.

B. Any Award, compromise, settlement, or determination of a Claim under this Ordinance shall be final and conclusive on the Tribe, except when procured by means of fraud, and subject to the Claimant's right to have the rejection or denial of a Claim or an Award reviewed by an Arbitration Panel. The determination of an Arbitration Panel shall be final and conclusive upon both the Claimant and the Tribe. The decision of an Arbitration Panel may be enforced in the United States District Court for the Central District of California under the Federal Arbitration Act, 9 U.S.C. §1, et seq.; provided, however, that neither an Arbitration Panel nor any court shall have jurisdiction to award damages against the Tribe that are not covered by a policy of liability insurance required under the Compact, or in an amount that exceeds the limits of such policy.

C. The acceptance by a Claimant of any Award, compromise, settlement, or determination of a Claim shall be final and conclusive on the Claimant. Said acceptance shall constitute a complete release of any present or future claim arising from the same or connected circumstances by the Claimant against the Tribe and its employees and agents whose act or omission gave rise to the Claim.

X. PRESENTATION OF CLAIMS.

A. Contents of the Claim. A Claimant or his or her representative must file a written Claim presenting all material facts relating to the alleged incident and injury. Upon request to the Tribal Gaming Agency, a claim form will be provided, but a Claimant need not use that form so long as all of the information required by that form is provided. At a minimum, the written Claim must contain the following:

- (1) the name, mailing address, and telephone number of the Claimant;
- (2) the date, location, and detailed account of the alleged incident or occurrence that gave rise to the Claim;
- (3) the identity or description of all persons involved in the incident or occurrence that gave rise to the Claim;
- (4) the identity or description of all witnesses to the incident or occurrence that gave rise to the Claim;

(5) the alleged damage or injury suffered, and the compensation requested as of the date of the presentation of the Claim, including the estimated amount of any prospective injury, damage, or loss, together with the basis of computation of the amount claimed; and

(6) all supporting documentary evidence and written witness statements the claimant intends to rely on.

In the event that the Claimant does not possess complete information about the Claim when the Claim is presented, the Claim shall identify the information that Claimant lacks, set forth the reason(s) why the information cannot be presented with the initial submission of the Claim and request that the Claimant's time to complete submission of the Claim be extended by the amount of time, not to exceed 180 days from the date of initial submission, that Claimant anticipates will be required to obtain and submit the additional information.

B. Penalty of Perjury. The Claim must be signed by the Claimant under penalty of perjury. If the Claimant is unable to sign the Claim because of physical or mental incapacity, or because the Claimant is deceased, the Claim must be signed under penalty of perjury by another person with personal knowledge of the contents of the Claim.

C. Time Limits on Filing Claim. Claimant must file his/her Claim with the Tribal Council, Soboba Band of Mission Indians, P.O. Box 487, 23904 Soboba Road San Jacinto, CA 92581, either by personal delivery, certified U.S. mail, return receipt requested, or overnight courier with proof of delivery requested. To be timely submitted, the Claim must be received by the Tribal Council no later than one hundred eighty (180) calendar days after the date of the alleged incident or occurrence, unless this period is extended by written agreement of the Tribe before the expiration of that initial period or the Claimant was physically or mentally incapable of submitting the Claim within that period. If the 180th day falls on a Saturday, Sunday, or officially-recognized federal or Tribal holiday, the 180th day shall be deemed to be the next business day. This time limit is jurisdictional and shall be strictly construed to preclude late-filed Claims. If the Claim was not timely filed due to the physical or mental incapacity of the Claimant, the Claim must be accompanied by a declaration under penalty of perjury by the Claimant's treating physician attesting to the date upon which Claimant became incapacitated and the date upon which Claimant regained capacity, or an order of a court of competent jurisdiction to the same effect. The time for filing a Claim will be tolled during the period of incapacity so established. Otherwise, the Tribe may relieve a Claimant of untimeliness, at the Tribe's sole discretion, only if such untimeliness was a result of excusable neglect.

D. Amending and Supplementing Claims. Unless a Claimant has requested and obtained from the Tribal Council leave to supplement his/her Claim, a Claimant may amend or supplement the Claim at any time within one hundred eighty (180) calendar days of the alleged incident or occurrence upon which the Claim is based, but only if the amendment relates to the same transaction or occurrence that gave rise to the original claim. Thereafter, the Claimant may amend the Claim only with the consent of the Tribal Council or its designated representative.

XI. CERTIFICATION OR REJECTION OF CLAIMS.

A. Within thirty (30) calendar days of the receipt of a Claim, the Tribal Council or its designated representative shall determine whether:

- (1) the Claim was received by the Tribal Council within one hundred eighty (180) calendar days of the alleged incident or occurrence;**
- (2) the Claim as presented substantially complies with the above-described content requirements and is signed under penalty of perjury;**
- (3) the incident or occurrence alleged by the Claim occurred on the premises of the Tribe's Gaming Facility or in connection with the operation of the Tribe's Gaming Enterprise;**
- (4) the alleged injury or damage may have been the proximate result of a negligent or wrongful act or omission of any officer, employee, or agent of the Tribe, or that such act or omission may have been a contributing cause of the alleged injury or damage; and**
- (5) the Claim seeks a remedy created by and available under this Ordinance.**

These determinations shall be made solely for the purpose of certifying the Claim for further proceedings, and shall not constitute a determination of the merits of the Claim.

B. If the Claim does not meet one or more of the above-listed requirements, the Claim will not be certified. In such case the Tribal Council or its designated representative shall send to the Claimant a written "Rejection of Claim" stating all grounds for the Tribal Council's failure to certify the claim. A Claim that is neither rejected nor certified by the Tribal Council within sixty (60) days after receipt of the Claim by the Tribal Council shall be deemed to have been denied.

C. A Claimant may appeal a Rejection of Claim by submitting a notice of appeal to the Tribal Gaming Agency within thirty (30) calendar days of the date of issuance of the Rejection of Claim, or, if no such notice is issued, between sixty (60) and ninety (90) days after the Claim was delivered to the Tribe. The Notice of Appeal shall be accompanied by payment of a fee of one hundred twenty dollars (\$120). The Tribal Gaming Agency then shall be responsible for convening an arbitration panel to review the rejection. The Claimant and the Tribal Gaming Agency each shall deposit one-half of the fees and costs for the Arbitration Panel before the panel is convened. The prevailing party on appeal shall be entitled to a refund of its portion of the advanced fees and costs, and the non-prevailing party shall be obligated to pay the balance of the fees and costs of the Arbitration Panel. The Claimant shall have the burden of proving by a preponderance of admissible evidence that rejection of the Claim was improper. All proceedings on such an appeal shall be conducted on the basis of written declarations under penalty of perjury, properly authenticated documentary evidence and written arguments, in accordance with a schedule and procedural rules to be established by the Arbitration Panel. No discovery shall be

allowed in such a proceeding. Appeals from rejected Claims shall be concluded within ninety (90) days after the Arbitration Panel has been convened.

D. If the Claim is certified, the Tribal Council or its designated representative shall send to Claimant no later than the sixty-fifth (65th) calendar day after the receipt of the Claim a written "Certification of Claim." The Claim thereupon shall be forwarded to the Tribal Council or its designated representative for such investigation and fact finding as is reasonably necessary to evaluate the merits of the Claim. In the absence of extraordinary circumstances such as the unavailability of witnesses or non-cooperation of repositories of information, investigation of the Claim should be concluded within sixty (60) days after the Claim is certified.

XII. CLAIM INVESTIGATION AND RESOLUTION.

A. Upon certification of a Claim, the Tribal Council shall refer the Claim to the Tribal Gaming Agency.

B. If a Certified Claim on its face alleges special or general damages of one hundred thousand dollars (\$100,000) or less, the Tribal Gaming Agency shall be authorized to render a final decision on the Claim, which decision shall be binding on the Tribe and its insurer. For Certified Claims alleging special or general damages in excess of one hundred thousand dollars (\$100,000), the Tribal Council shall render the final decision, based upon findings of fact, conclusions of law and the recommended decision of the Tribal Gaming Agency.

C. If requested by the Claimant, the Tribal Gaming Agency shall conduct an evidentiary hearing at which the Claimant may appear and present oral testimony and documentary evidence in support of his/her claim. In its discretion, the Tribal Gaming Agency may delegate the actual conduct of the hearing to a presiding officer, who may either be a member of the Tribal Gaming Agency or a third-party neutral retained through the American Arbitration Association or other alternative dispute resolution agency or entity. The Tribal Gaming Agency shall be authorized to prescribe rules of practice and procedures for the presentation and hearing of Certified Claims. Unless good cause to the contrary is found to exist, the Tribal Gaming Agency shall convene the evidentiary hearing within one year after receiving the Claimant's request for a hearing.

D. The Tribal Gaming Agency shall permit such pre-hearing discovery as it may deem reasonably necessary to ensure presentation of sufficient information to enable the Tribal Gaming Agency to ascertain the relevant facts and applicable law. The Federal Rules of Civil Procedure shall be used as a guideline for the conduct of discovery, although the Tribal Gaming Agency need not adhere in every respect to those Rules in authorizing depositions, written interrogatories and production of other forms of evidence.

E. At the evidentiary hearing, a representative of the Tribe or the Tribe's insurer may cross-examine any witnesses presented by the Claimant, and offer rebuttal evidence. The Claimant shall be entitled to cross-examine any witnesses presented by the Tribe or the Tribe's

insurer. Admissibility of evidence shall be determined in accordance with the Federal Rules of Evidence, and the Claimant shall have the burden of proving by a preponderance of the evidence both that the Tribe is liable for the Claimant's injuries and the compensation due therefor. Within sixty (60) days after the conclusion of the evidentiary hearing, the Tribal Gaming Agency shall issue written findings of fact, conclusions of law and a recommended decision to the Tribal Council. If the Tribal Council finds that a Claim is proper and substantiated, the Tribal Council shall allow the amount justly due Claimant. Unless good cause to the contrary is found by the Tribal Council, the Tribal Council shall issue its final decision on a Certified Claim within ninety (90) days after receiving the Tribal Gaming Agency's findings of fact, conclusions of law and recommended decision.

F. Appeals. The Claimant may appeal a final decision as to liability or the amount of damages awarded, based upon the evidentiary record presented to the decision-making body. An appeal shall be initiated by the filing of a Notice of Appeal with the Tribal Gaming Agency or the Tribal Council, whichever body rendered the final decision, within thirty (30) days after mailing of the final decision to the Claimant. Appeals shall be to an arbitration panel consisting of three arbitrators selected under the auspices of the American Arbitration Association ("AAA"). The arbitration panel shall process the appeal in accordance with the Commercial Arbitration Rules of the AAA, and shall decide the appeal according to the same standard of appellate review that would apply to the review of an analogous decision of a federal district court by a federal court of appeals. Each party shall bear its own costs, and the fees and costs of the arbitrator shall be shared equally by the parties.

G. Appeals from awards or denials of employee claims for work-related injuries. If an employee is dissatisfied with the final award rendered under the Soboba Band's system of insurance and self-insurance for employee work-related injuries, the employee may appeal that award in accordance with the same procedures, and to the same appellate body, as set forth in Subsection F above, and the appellate body shall decide the appeal in accordance with the same rules and standards, and with the same enforceability, as set forth in said Subsection F.

XIII. PAYMENT OF AWARDS AND ATTORNEY FEES.

A. The Tribe shall not be obligated to pay any award that is not covered by, or exceeds the policy limits of, the Tribe's liability insurance. The Tribe or the Tribe's insurer shall pay any cognizable award in the same manner and at the same time as judgments rendered in the courts of the United States.

B. No attorney representing a Claimant pursuant to this Ordinance shall charge, demand, receive, or collect from the Claimant for services rendered on the Claim, fees in excess of twenty-five percent (25%) of any judgment, settlement, or award rendered or paid by the Tribe or its insurer to the Claimant. Each attorney who appears on behalf of a Claimant must attest under penalty of perjury to his/her compliance with the limitations set forth in this paragraph. By making such attestation, the attorney agrees that if the attestation is false, the Tribe may bring an

action against the attorney in either state or federal court to recover the amount of any fees actually charged to the Claimant.

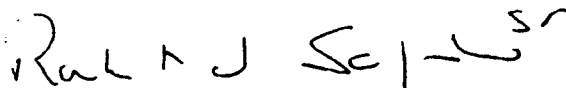
C. The Tribe, in its sole discretion, may award a successful Claimant attorneys' fees and costs, subject to the limits of XIII.B above, based on the equities and circumstances of the Claim.

XIV. EFFECTIVE DATE.


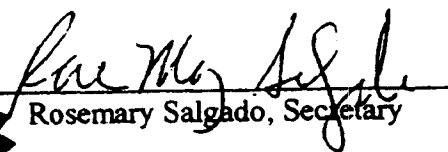
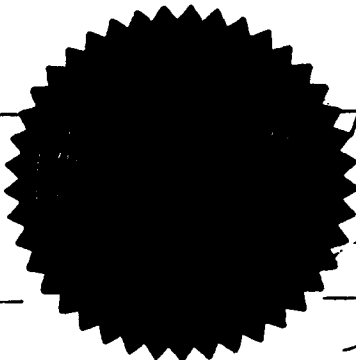
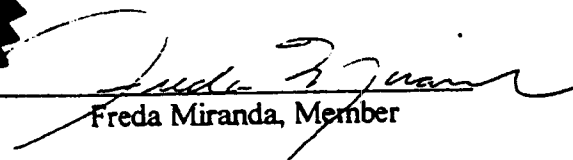
This Ordinance shall take effect upon publication in the Federal Register of a notice that the Secretary of the Interior has approved or is considered to have approved the Tribal-State Class III Gaming Compact between the Soboba Band of Luiseño Mission Indians of the Soboba Reservation, California, and the State of California.

CERTIFICATION

We the elected members of the Tribal Council of the Soboba Band of Luiseño Indians do hereby certify that the foregoing Ordinance was adopted by the Soboba General Council at a duly held meeting convened on the Soboba Indian Reservation on September 9, 2000, by a vote of 24 "FOR", 9 "AGAINST", and 3 "ABSTAINING" and such Ordinance has not been rescinded or amended in any way.



Robert J. Salgado Sr., Chairman


Isaiah Vivanco, Vice-Chairman
Rosemary Salgado, Secretary
Michael Castillo, Treasurer
Freda Miranda, Member