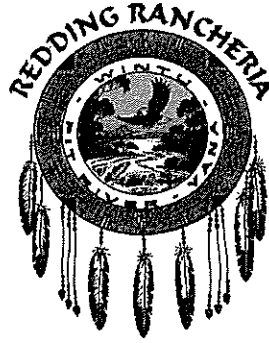


**Redding Rancheria
Patron Dispute Resolution Ordinance**



REDDING RANCHERIA PATRON DISPUTE RESOLUTION ORDINANCE

I. PURPOSE

1000. The purpose of this revised Ordinance is to clarify the process of tort claim appeals from the Redding Rancheria Gaming Commission to the Redding Rancheria Tribal Court in accordance with the Judiciary Ordinance, and to modify the administrative procedure for resolving Claims submitted by a Patron who has suffered injury resulting from intentional or negligent acts to person or property at the Gaming Facility or in connection with the Tribe's Gaming Operation, for which the Gaming Operation is legally responsible.

II. GENERAL PROVISIONS

2000. This Ordinance shall be referred to as the "Patron Dispute Resolution Ordinance."
2100. Sovereign Immunity preserved. Nothing in this ordinance is intended or shall be construed as a waiver of the sovereign immunity of the Redding Rancheria except as provided in the limited waiver of sovereign immunity in Article V herein. No officer or employee of Redding Rancheria is authorized nor shall he/she attempt to waive the immunity of the Tribe under the provisions of this Ordinance unless as outlined in this Ordinance.
2200. Interpretation and findings. The Redding Rancheria Tribal Council may interpret any ambiguities contained in this Ordinance, and may promulgate regulations necessary for the implementation of this Ordinance.
2300. Conflicting provisions. Whenever any conflict occurs between the provisions of this Ordinance or the provisions of any other ordinance of the Tribe, the stricter of such provisions shall apply.

III. DEFINITIONS

As used in this Ordinance, the following words and phrases shall have the meaning given to them in this section unless context clearly indicates otherwise.

3000. "Tribal Council" shall mean the governing body of the Tribe, as established by the Tribe's Constitution. Within the confines of this Ordinance, reference to the Tribal Council requiring an action shall mean the Tribal Council or its designee.
3025. "Claim" is the written document, together with such supporting information as a Claimant provides, alleging a Compensable Injury to a person or property that is prepared by the Claimant and delivered to the Tribal Council as provided herein.
3050. "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.
3075. "Rejected Claim" is a Claim that the Tribe 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.
3100. "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 by the Secretary of the Interior or an authorized representative thereof.
3125. "Comparative Negligence" means negligence is measured in terms of percentage, and any damages allowed shall be diminished in proportion to the amount of negligence attributable to the Patron for whose injury, damage or death recovery is sought.
3150. "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 directions, 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.

3175. "Contributory Negligence" means the negligence of a Patron which is a contributing cause with the negligence of the defendant in causing the Patron's injury.
3200. "Dangerous Condition" means a physical aspect of a Gaming Facility or the use thereof that constitutes an unreasonable risk to human health or safety, that is known to exist or that in the exercise of reasonable care should have been known to exist and that condition is proximately caused by the negligent acts or omissions of the Gaming Operation in constructing or maintaining such facility. A dangerous condition should have been known to exist if it is established that the condition had existed for such a period of time and was of such a nature that, in the exercise of reasonable care, such condition and its dangerous character should have been discovered. A dangerous condition shall not exist solely because the design of any facility is inadequate nor due to the mere existence of wind, ice or temperature by itself, or by the mere existence of a natural physical condition, or act of God or anything beyond the control of the Gaming Operation.
3225. "Duty" exists when a person is legally required to conduct himself in a particular manner at the risk that if he does not do so he may be liable to another to whom the duty is owed for injury suffered by such other person.
3250. "Employee" means a part or full time employee of the Gaming Operation, when acting during the course and within the scope of their employment whether with or without compensation. This does not include agents or representatives of the United States or of the State of California or any of their political subdivisions or any official of the Tribe acting in any capacity other than fulfilling their duties to the Gaming Operation. Employee shall not include an officer, agent or employee of the Tribe that is not acting in a capacity as an officer, agent or employee of the Tribe's Gaming Operation.
3275. "Fault" means the failure to fulfill a legal duty. It includes, but is not limited to, acts proximately causing or substantively contributing to injury or damages sustained by a person and includes negligence and comparative negligence.
3300. "Gaming Facility" means the building in which the Tribe's Class III gaming activities or gaming operations occur, or in which the business records, receipts, or other funds of the gaming operation are maintained (excluding offsite facilities primarily dedicated to storage of those records, and financial institutions), and all rooms, building, and areas, including parking lots and walkways, a principal purpose of which is to serve the activities of the Class III gaming provisions of the Tribe's Gaming Operation.
3325. "Gaming Operation" is the business enterprise owned by the Tribe that offers and operates Class III gaming activities on Indian lands over which the Tribe exercises jurisdiction. For the limited purposes of this Ordinance, Gaming Operation shall include any Management Contractor and its employees acting on behalf of the business enterprise owned by the Tribe that offers and operates Class III gaming activities on Indian lands over which the Tribe exercises jurisdiction, and shall be referenced as the "Win-River Casino and Resort".

3350. "Gross Negligence" is conduct which involves negligence plus knowledge of facts which would lead a reasonable person to realize: (1) that the conduct creates an unreasonable risk of physical harm to another or to the actor, and (2) that such risk of physical harm is substantially greater than that which is necessary to make the actor's conduct negligent. Gross negligence requires a reckless disregard for the safety of the actor or others.
3375. "Injury" means death, harm to a person, or damage to or loss of property of whatever kind, which, if caused by the negligent or wrongful act or omission of a private person, would be a tort under Tribal law, applicable federal law, or, to the extent consistent with Tribal law, laws of the state of California, and which is expressly covered by the Tribe's liability insurance without regard to any deductible amount contained in the insurance policy.
3400. "Insurance" or "Insurance Policy" means that public liability insurance for patron claims in amounts required pursuant to the terms of the Compact.
3425. "Insurance Carrier" shall mean that entity providing Insurance to the Gaming Operation.
3450. "Negligence" means conduct which falls below the standard established by law or custom for the protection of others against unreasonable risk of injury or harm. The standard of conduct to which a person must conform to avoid being negligent is that of a reasonable person under similar circumstances. Negligence includes both acts and omissions.
3475. "Negligence Per Se" is an act or omission resulting in damage to another which is strictly declared and treated as negligence, because the act or omission is a violation of a particular statute or ordinance designed to prevent or protect against the type of injury suffered.
3500. "Ordinance" is this Patron Dispute Resolution Ordinance.
3525. "Patron" means a person present at and who can demonstrate that he/she is or intends to be a customer of the Tribe's Gaming Facility, but shall not include a Trespasser or Employee while on duty.
3550. "Person" means any individual, partnership, corporation, association, government or private organization of any kind other than the Tribe.
3575. "Products Liability" means the liability of a manufacturer, distributor or seller of a product for damages for bodily injury, death or property damage caused by or resulting from the manufacture, construction, design, formulation, installation, preparation, assembly, testing, packaging, labeling, sale, use or consumption of any product; or failure to warn or protect against a danger or hazard in the use or misuse of the product; or failure to provide proper instructions for the use or consumption of any product.
3600. "Property" shall mean personal property.

3625. "Punitive Damages" are damages designed to punish for intentional, reckless, or grossly negligent acts of malice, oppression, or fraud; damages inflicting a punishment or penalty.
3650. "Trespasser" means a person who enters or remains upon the land of another without permission or the right to do so.
3675. "Tribal Court" shall mean the Redding Rancheria Tribal Court or such other tribunal as may be designated by the Tribal Council.
3700. "Tribal Law" means the Constitution, ordinances, laws, rules, regulations, policies, procedures and other legislative enactments adopted by the Tribe, tribal custom and tradition, and common law of the Tribe.
3725. "Tribe" means the Redding Rancheria, including but not limited to any branch, office, department, agency, commission, utility, authority, instrumentality, enterprise, corporation (whether chartered under Tribal or federal law, but excluding for purposes of this Ordinance corporations chartered under the law of any State), or other entity of the Tribe. Within the confines of this Ordinance, reference to the Tribe requiring an action shall mean the Tribal Council or its designee.

IV. CAUSES OF ACTION

Subject to the limitations of this Ordinance, the following causes of action in tort may be filed against the Gaming Operation:

- (1) For injuries proximately caused by a Dangerous Condition of the Gaming Facility; or
- (2) For injuries proximately caused by the negligent or intentional acts or omissions of an Employee or agent acting within the scope of his or her office, employment, or agency, for which the Gaming Operation is legally responsible.

V. LIMITED WAIVER OF SOVEREIGN IMMUNITY

5000. Limited Waiver of Sovereign Immunity of the Gaming Operation. The Tribe hereby provides a limited waiver of sovereign immunity of the Gaming Operation for purposes of application and enforcement of this Ordinance, provided that a Claim is covered under the Insurance Policy and disposed of in accordance with this Ordinance including any proceedings authorized herein in the Tribal Court and further provided that any award or judgment rendered in favor of the Patron shall only be for compensatory monetary damages and satisfied solely from proceeds of the Insurance Policy. This limited waiver of sovereign immunity of the Gaming Operation shall be read narrowly. The Tribe has

not waived the sovereign immunity of the Tribe or Gaming Operation from suit in state or federal court, or for any claims not specifically described herein.

VI. EXCLUSIVE REMEDY

6000. **Exclusive Remedy.** This Ordinance provides the exclusive procedure, forum, and remedy for pursuit of claims for injury to or loss of property, personal injury or death at the Gaming Facility or in connection with the Tribe's Gaming Operation, for which the Gaming Operation is legally responsible. Except as expressly provided herein, this Ordinance does not constitute a waiver of 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.
6100. **Null and Void.** 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.

VII. NOTICE OF INJURY AND CLAIMS PROCESS

If a Patron has been injured or suffered damage to personal property at the Tribe's Gaming Facility or in connection with the Gaming Operation, the Patron has the right to make a Claim pursuant to the terms of this Ordinance. A Patron must follow the procedures set forth below. Failure to follow the procedure below may result in the Patron being barred from recovery.

7000. **Notice of Claim.** If a Patron suffers intentional or negligent injuries to their person or property at the Gaming Facility or in connection with the Tribe's Gaming Operation, then such Patron shall submit a notice of such injury ("Notice of Claim"). It is the responsibility of the Patron to submit a Notice of Claim.
7050. **Form of Notice.** The Notice of Claim shall include the name of the Patron claiming injury, contact information for the Patron, and a description of the incident from which the injury arose. Notice of Claim forms shall be available from the Department of Risk Management upon request.
7100. **Time for Submission of Notice of Claim.** A Patron or his/her representative shall submit a Notice of Claim within ninety (90) days of the incident giving rise to the Claim or as otherwise provided in §3009 of the Claims Against Tribe Ordinance. Failure to submit a Notice of Claim within ninety (90) days may result in a Patron's Claim being denied. If the last day of the Notice of Claim submission period falls on a Saturday, Sunday, or officially-recognized federal, or Tribal holiday, the last day to file a Notice of Claim shall be deemed to be the next business day after such weekend or holiday.

- (1) If a Notice of Claim is not timely filed due to the severe physical or mental incapacity of the Patron caused by injury at the Gaming Facility or in connection with the Tribe's Gaming Operation, the Notice of Claim must be accompanied by a declaration under penalty of perjury by the Patron's treating physician attesting to the date upon which Patron became incapacitated and the date upon which Patron regained capacity, or an order of a court of competent jurisdiction to the same effect. The time for filing a Notice of Claim will be tolled during the period of incapacity so established.

7150. Place and Person for Submission of Notice of Claim.

- (1) Compliance with Claims and Actions Against Tribal Entities and Tribal Officers and Employees. A Claimant must present his/her claim in accordance with the "Claims Against Tribe's" Ordinance §3001-3009 which outlines the proper presentation for any claims against the Tribe and its entities, including the Gaming Facility.
- (2) Notice By Claimant Invoking Dispute Resolution Process. If the Claimant has followed the procedures set forth in the "Claims Against Tribe" Ordinance and the Claimant's claim falls under the jurisdiction of this Ordinance, after the Tribal Council denies in whole or in part the claim as outlined in §3010 of the "Claims Against Tribe" Ordinance he/she may invoke the Appeals process set forth in this Ordinance.
- (3) Filing Written Notice. After the Claimant receives a "Notice of Rejection of a Claim" by the Tribal Council a Claimant may appeal a "Notice of Rejection of Claim" by submitting a "Notice of Appeal of the Rejection" to the Tribal Gaming Agency within thirty (30) calendar days of the date of issuance of the "Notice of Rejection of Claim", or, if no such notice is issued, between sixty (60) and ninety (90) days after the Claim was not acted upon by the Tribal Council and deemed denied within the prescribed period. The "Notice of Appeal of Rejection" shall be accompanied by payment of a fee of one hundred fifty dollars (\$150.00).

7200. Certification or Rejection of "Notice of Appeal or Claim". Within thirty (30) calendar days of the receipt of a Claim invoking the Claimant's right to appeal the Tribal Council's decision, the Tribal Gaming Agency or its designated representative shall determine whether:

- (1) The original Claim was received by the Tribal Council within the prescribed amount of time outlined in §3009 of the "Claims Against Tribe's Ordinance and the "Notice of Appeal" was received by the Tribal Gaming Agency within the prescribed amount of time outlined in this Ordinance in §7150 above;

- (2) The Claim as presented substantially complies with the described content requirements outlined in the "Claims Against Tribe" Ordinance §3003 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.

7250. Non-Certification of Notice of Appeal or Claim filed by Claimant. 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 Gaming Agency or its designated representative shall send to the Claimant a written "Notice of Non-Certification of Claim" rejecting the Claim and stating all grounds for the Tribal Gaming Agency's failure to certify the claim. A Claim that is neither rejected nor certified by the Tribal Gaming Agency within sixty (60) days after receipt of the Claim by the Tribal Gaming Agency shall be deemed to have been denied.
7300. Appeal of Non-Certification of a Claim. The Claimant may appeal the "Notice of Non-Certification of Claim" by submitting in writing to the Tribal Court the intention to appeal the "Notice of Non-Certification" within thirty one (31) calendar days from mailing of the letter of non-certification of Claim, provided that no appeal may be taken from non-certification of claim on the grounds of untimeliness under §7200 (1) herein.
7350. Commencement of Suit in Tribal Court. The Tribal Court shall have exclusive jurisdiction to adjudicate actions commenced pursuant to this Ordinance. The Patron may commence suit against the Gaming Operation in Tribal Court only after exhaustion of administrative remedies. No action shall be brought under this Ordinance more than one (1) year after the date of Certification of the Claim. Service of process shall be the same as provided in the Judiciary Ordinance.
7400. Court Rules. The Parties to a suit herein shall proceed pursuant to the Tribal Court Rules of Court, to the extent that such Rules do not conflict with this Ordinance and the laws of

the Tribe. Notwithstanding any language in the Rules of Court to the contrary, the Gaming Operation shall have not less than sixty (60) days to file a response.

- 7450. Finality. Decisions of the Tribal Court shall be final and conclusive on the Patron. No appeal of such decision may be made to the Tribal Appellate Court or to any other court whatsoever.
- 7500. Acceptance of Settlement. The acceptance of any award, compromise or settlement of a Claim shall be final and conclusive on the Patron. Such acceptance shall constitute a complete release of any present or future claim arising from the same or related circumstances by the Patron against the Gaming Operation and its employees whose act or omission gave rise to the Claim, whether or not such future claims or the circumstances warranting such future claim are known or unknown to the Patron at the time the Patron accepts the settlement.

VIII. CLAIMS EXCLUDED

The following is a list of Claims that may not be brought pursuant to this Ordinance. Notwithstanding any other provision of this Ordinance, there shall be no exception to or waiver of sovereign immunity for any claim resulting from or related to the following:

- 8000. 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 an official or employee of the Tribe or Gaming Operation whose negligence or intentional misconduct are alleged to have caused injury;
- 8050. Any injury proximately caused by the act or omission of any person who is not any officer or employee of the Tribe or Gaming Operation;
- 8100. Any injury proximately caused by an independent contractor of the Tribe or Gaming Operation;
- 8150. An injury proximately caused by the acts or omissions committed by any patron of the Tribal Gaming Facility;
- 8200. Tribal legislative or judicial action or inaction, or administrative action or inaction of a legislative or judicial nature, such as, but not limited to, adopting or failing to adopt a law;
- 8250. Issuance, denial, suspension or revocation of, or the failure or refusal to issue, deny, suspend or revoke, any permit, license, certificate, approval or other authorization provided for under Tribal law;

- 8300. Alleged damages or injuries arising from actual or prospective contractual relationships between the Tribe or Gaming Operation and other parties;
- 8350. Claims against the Tribe or Gaming Operation for equitable indemnity or contribution arising from third party litigation;
- 8400. Claims against the Tribe or Gaming Operation for punitive or exemplary damages, attorney's fees or injunctive relief;
- 8450. Claims against the Tribe or Gaming Operation based on any theory of Products Liability;
- 8500. Claims against the Tribe or Gaming Operation for an injury to the driver of a motor vehicle who is found by a court of competent jurisdiction to be driving while intoxicated or driving recklessly;
- 8550. Claims against the Tribe or Gaming Operation for the criminal acts of Employees acting beyond the course and scope of the Employee's authority or employment;
- 8600. Claims against the Tribe or Gaming Operation for vicarious liability for injuries or damages resulting from any act of an Employee whose acts are outside or beyond the course and scope of the Employee's authority or employment;
- 8650. Claims against members of the Tribal Council for actions taken during the course and within the scope of their duties as members of the Tribal Council.

IX. RECOGNIZED TRIBAL DEFENSES

- 9000. With respect to any Claim to which this Ordinance applies, the Tribe and Gaming Operation 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 and Gaming Operation whose act or omission gave rise to the Claim, as well as any other defenses to which the Tribe is entitled.
- 9100. This Ordinance does not provide any remedy for alleged injuries resulting from policy decisions or the exercise of discretion vested in the Tribe and Gaming Operation or an Employee, or any act or omission of an officer, employee, or agent that was the result of the good faith execution or enforcement of any Tribal, federal, or state ordinance, resolution, law, or rule.
- 9200. This Ordinance does not provide any remedy for alleged damages or injuries arising from a misrepresentation, or good faith mistake or error, by an officer, employee, or agent of the Gaming Operation unless such misrepresentation was a result of actual fraud, corruption, or malice, and the Patron reasonably relied upon such misrepresentation to his/her detriment.

9300. Any Claim for monetary damages assumed by the Tribe and Gaming Operation which otherwise would lie against an Employee of the Tribe and Gaming Operation except for this Ordinance is forever extinguished in favor of the remedy established and limited by this Ordinance, whether or not the person in whose favor such remedy is created exercises the right to timely present written notice of any Claim and commence action for an injury in Tribal Court under this Ordinance.
9400. The Gaming Operation shall not be liable for injury or damage caused by a condition of its property if it is established 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 Patron knew or reasonably should have been aware of the condition prior to sustaining the injury upon which the Claim is based.
9500. This Ordinance does not provide any remedy for any person who is not a Patron of the Gaming Facility.
9600. Tribal defenses to a Claim shall include failure of a Patron to submit a completed Notice of Claim form within ninety (90) days of an incident giving rise to a Claim, and shall include failure of a Patron to commence suit in Tribal Court within one (1) year of the date of Certification of Claim.

X. REMEDY LIMITATIONS

10000. Negligence Per Se; Violation of Law. A Patron who violates any Tribal ordinance, regulation or other applicable federal or state law governing the conduct of a person is negligent per se whether or not such person has actual knowledge of such ordinance or law. A Patron's ignorance of such law shall not be a defense.
10100. Comparative Negligence
- (1) Contributory negligence shall not bar a recovery in any tort action by any Patron or his legal representative to recover damages for negligence resulting in injury or harm to a Patron or property. Any damages allowed shall be diminished in proportion to the amount of negligence attributed to the Patron.
 - (2) In the event that a Patron acts intentionally or is grossly negligent, that Patron shall be presumed to be one hundred percent (100%) at fault for the injury or harm and shall not be eligible for recovery.
 - (3) The Tribal Court shall make special findings of fact, determining the total amount of damages and the percentages of fault attributable to each actor whether or not a party to the litigation.

- (4) Pro Rata Shares. In determining the pro rata share of each party in the entire liability, the relative degrees of fault of each party shall be the basis for allocations, and, if equity requires, the collective liability of some as a group may constitute a single share.

10200. Joint and Several Liability Abolished. In any action for personal injury, property damage or wrongful death, the liability of each defendant for damages is several only and is not joint, except as provided herein. Each defendant is liable only for the amount of damages allocated to that defendant in direct proportion to that defendant's percentage of fault. Separate judgment shall be entered in a judgment against the defendant for that amount.

10300. In Claims for wrongful death of a Patron, the Gaming Operation may be found 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. 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.

XI. BURDEN OF PROOF

The burden of proof shall be on a Patron to prove every element of his/her Claim by clear and convincing evidence.

XII. APPLICABLE LAW

Tribal law and applicable federal law shall apply and shall govern all Claims and actions brought under this Ordinance.

XIII. INCONSISTENT LAWS REPEALED

All Tribal law inconsistent with this Ordinance is hereby repealed and superseded by this Ordinance.

XIV. EFFECTIVE DATE

This Ordinance shall be effective upon approval by the General Membership. Timely Claims filed prior to the effective date shall be processed under the provisions of this Ordinance.

CERTIFICATION

We, the undersigned duly elected officials of the Redding Rancheria, do hereby certify that at a duly called meeting of the Tribal Council on April 19, 2013, with a vote of 6 for, 0 against, 0 abstaining, Tribal Council recommends to the Redding Rancheria General Membership that the foregoing Patron Dispute Resolution Ordinance be adopted.

Jason Hart
Tribal Council Chair

Date: 4-22-13

Patty Spaulding
Tribal Council Secretary

Date: 4-22-13

We, the undersigned duly elected officials of the Redding Rancheria, do hereby certify that the foregoing Ordinance was adopted at a duly called meeting of the General Membership of the Redding Rancheria with a quorum present on the 22nd day of April 2013, by a vote of 57 for, 0 against, 0 abstaining.

Jason Hart
Tribal Council Chair

Date: 4-22-13

Patty Spaulding
Tribal Council Secretary

Date: 4-22-13

Present Council:

- 1. Jason Hart
- 2. Jack Potter, Jr.
- 3. Patty Spaulding
- 4. Hope Wilkes
- 5. James Hayward, Sr.

- 6. Michelle Hayward
- 7. Jason Hayward, Sr.
- 8. Brian McCain
- 9. Leon Benner
- 10. Mike Hayward