

**TRIBAL-STATE COMPACT
BETWEEN THE STATE OF CALIFORNIA AND THE
AGUA CALIENTE BAND OF CAHUILLA INDIANS**

SECTION 10.0. PATRON DISPUTES.

The Tribal Gaming Agency shall promulgate regulations governing patron disputes over the play or operation of any game, including any refusal to pay a patron any alleged winnings from any Gaming Activities, which regulations must meet the following minimum standards:

- (a) A patron must make an oral or written complaint to personnel of the Gaming Operation over the play or operation of any Class III game within three (3) days of the play or operation at issue (Initial Complaint).
 - (1) If the patron's Initial Complaint is not resolved to the patron's satisfaction by the Gaming Operation's management, the patron shall be given written notice by the Gaming Operation that the patron has the right to request in writing resolution of their complaint by the Tribal Gaming Agency. The patron must make their request to the Tribal Gaming Agency within fifteen (15) days of receiving the Gaming Operation's written notification. If the patron is dissatisfied with the Tribal Gaming Agency's resolution of their complaint, the patron may seek resolution in either the Tribe's tribal court system, once established, or through binding arbitration of the dispute before a retired judge pursuant to the terms and provisions in subdivision (c).
 - (2) The written notice provided by the Gaming Operation must contain notice of all procedural provisions in subdivision (a)(1). If the patron is not provided with written notice by the Gaming Operation within thirty (30) days of the patron's submission of the Initial Complaint, then the patron may seek resolution of the complaint by the Tribal Gaming Agency up to one hundred eighty (180) days after submission of the Initial Complaint. If the patron is dissatisfied with the Tribal Gaming Agency's resolution, the patron may seek resolution in either the Tribe's tribal court system, once established, or through binding arbitration of the dispute before a retired judge

pursuant to the terms and provisions in subdivision (c).

- (3) An explanation of the dispute resolution process shall be posted or otherwise made available in each Gaming Facility.
- (b) Upon receipt of the patron's written request for a resolution of the patron's complaint pursuant to subdivision (a), the Tribal Gaming Agency shall conduct an appropriate investigation, shall provide to the patron a copy of its regulations concerning patron complaints, and shall render a decision in accordance with industry practice. The decision shall be issued within sixty (60) days of the patron's request, shall be in writing, shall be based on the facts surrounding the dispute, and shall set forth the reasons for the decision.
- (c) If the patron is dissatisfied with the decision of the Tribal Gaming Agency issued pursuant to subdivision (b), or no decision is issued within the sixty (60)-day period, the patron may request that the dispute be settled either in the Tribe's tribal court system, once established, or by binding arbitration before a JAMS arbitrator, in accordance with the Streamlined Arbitration Rules and Procedures of JAMS (or if those rules no longer exist, the closest equivalent) (hereafter "JAMS Streamlined Arbitration"). The decision to choose either the tribal court system, once established, or JAMS Streamlined Arbitration shall be at the patron's sole discretion. Resolution of the patron dispute before the tribal court system, once established, shall be at no cost to the patron (excluding patron's attorney's fees). The cost and expenses of the JAMS Streamlined Arbitration shall be initially borne equally by the Tribe and the patron (for purposes of this section, the "parties") and both parties shall pay their share of the arbitration costs at the time of election of the arbitration option, but the arbitrator shall award to the prevailing party its costs and expenses (but not attorney's fees).
- (d) Upon a patron's request pursuant to subdivision (c), the Tribe and its Gaming Operation shall consent to tribal court adjudication or JAMS Streamlined Arbitration of the matter, and agree to abide by the decision of the tribal court or JAMS arbitrator; provided, however, that if any alleged winnings are found to be a result of a mechanical, electronic or electromechanical failure and not due to the intentional acts or gross negligence of the Tribe or its agents, the tribal court or JAMS arbitrator shall deny the patron's claim for the

winnings but shall deem the patron the prevailing party pursuant to subdivision (c) and shall award reimbursement of the amount wagered by the patron which was lost as a result of any said failure.

- (e) Any party dissatisfied with the award of the tribal court or JAMS arbitrator issued pursuant to subdivision (c), may at the party's election invoke the JAMS Optional Arbitration Appeal Procedure (and if those rules no longer exist, the closest equivalent); provided that the party making such election shall bear all costs and expenses of JAMS and the JAMS arbitrators associated with the JAMS Optional Arbitration Appeal Procedure, regardless of the outcome.
- (f) To effectuate its consent to the tribal court system, once established, or JAMS Streamlined Arbitration and JAMS Optional Arbitration Appeal Procedure in this section 10.0, the Tribe shall, in the exercise of its sovereignty, waive its right to assert sovereign immunity in connection with the tribal court jurisdiction and JAMS arbitrator's jurisdiction and in any action to (i) enforce the Tribe's or the patron's obligation to arbitrate, (ii) confirm, correct, modify, or vacate the tribal court award or the arbitral award rendered in the arbitration, or (iii) enforce or execute a judgment based upon the award.