



Picayune Rancheria
of the

CHUKCHANSI INDIANS

711 Lucky Lane, Coarsegold, CA 93614
Mailing Address: 46575 Road 417, Coarsegold, CA 93614

TRIBAL CLAIMS ORDINANCE of the PICAYUNE RANCHERIA OF THE CHUKCHANSI INDIANS Ordinance # 002

The Picayune Rancheria of the Chukchansi Indians (“Tribe”) hereby ordains as follows:

Section 1. Short Title.

1.1 This Ordinance shall be known as the “Tribal Claims Ordinance.”

Section 2. Findings, Purpose, and Authority.

2.1. Findings and Declarations. The Tribal Council for the Picayune Rancheria of the Chukchansi Indians does hereby find and declare that:

- (A) The Tribe is a federally recognized Indian Tribe organized under a written Constitution which, pursuant to Article IV, Section 2, establishes the Tribal Council as the governing body of the Tribe.
- (B) The Tribal Council recognizes the need for mandatory claim presentment of legal and equitable claims against the Tribe or any of its business enterprises (collectively “Tribe”) as a precondition to a claimant filing a lawsuit or demand for arbitration against the Tribe, its officers, agents and employees.
- (C) The Tribal Council seeks, through this Ordinance, to preserve its limited financial resources to pay legal claims against the Tribe and to ensure a timely and effective means of resolving claims against the Tribe without the necessity of litigation or arbitration.
- (D) The United States Supreme Court has consistently recognized Indian tribes as distinct, independent political communities, qualified to exercise many of the powers and prerogatives of self-government.
- (E) Although the Picayune Rancheria of the Chukchansi Indians no longer possesses the full attributes of sovereignty, the Tribe remains a distinct, independent government possessing the power of regulating its internal and external relations



and, therefore, retains the power to enact substantive law governing Tribal matters and to enforce that law in the Tribe's chosen forums.

- (F) 28 U.S.C. § 1360(c), "Public Law 280," requires California to give full force and effect in the determination of civil causes of action to any tribal ordinance or custom adopted by an Indian tribe, band, or community in the exercise of any authority which it may possess, unless inconsistent with any applicable civil law of the State.
- (G) The historical custom of the Picayune Rancheria of the Chukchansi Indians governing disputes arising within its territory differ from the Euro-colonial practices and procedures for resolving disputes, from which the American judicial system is derived, particularly concerning consideration of evidence supporting claims; consequently, the Tribal Council finds it appropriate to consider all evidence relevant to resolving disputes and shall not be strictly bound by the Federal Rules of Evidence in adjudicating claims against the Tribe.
- (H) The state courts generally lack experience and expertise in adjudicating federal Indian law issues and, consequently, may misconstrue narrow waivers of tribal sovereign immunity as general waivers of immunity from suit, which constitutes an impermissible infringement upon tribal sovereignty; the Tribal Council, thus, finds that a robust claim-presentment process is a necessary shield to protect tribal sovereignty and limit the scope of actionable claims against the Tribe.
- (I) A number of frivolous actions have been brought against the Tribe and, as a result of inexperienced state courts, maintained against the Tribe; consequently, the Tribal Council finds that a robust claim-presentment process is a necessary shield to protect tribal sovereignty and limit the scope of actionable claims against the Tribe.
- (J) To retain, protect, and exercise the full range of sovereign powers held by the Tribe, the Tribal Council finds it necessary to hear and adjudicate all claims that may affect the tribal government, its sovereignty, its economic ventures, and the health, safety, and welfare of its members, including, but not limited to, claims seeking a declaration of the Tribe's rights and obligations, claims seeking to enjoin or limit the Tribe's power to act, and claims seeking to compel specific performance.
- (K) Enacting the Tribal Claims Ordinance, expanding the scope of mandatory claim presentment to encompass claims for equitable relief, comports with notions of tribal sovereignty, tribal self-government, tribal self-determination, and is congruent with applicable civil laws of the State of California and the California Government Claims Act, Cal. Gov. Code §§ 900 *et seq.*

- (L) That mandatory presentment of legal claims for money or damages whether sounding in tort, contract, or some other theory: (1) provide the Tribe with an opportunity to settle just claims before suit is brought or arbitration initiated; and (2) provide the Tribe with an opportunity to investigate the facts on which a claim is based, enabling it to defend itself against unjust claims and to correct the conditions or practices which gave rise to the claim; these two purposes enable the Tribe to engage in fiscal planning for potential liabilities, to avoid similar liabilities in the future, and to protect against federal and state infringement upon tribal sovereignty and tribal sovereign immunity from suit.
- (M) That mandatory presentment of equitable claims, including, but not limited to, actions alleging breach of contract: (1) provide the Tribe with an opportunity to investigate the facts on which a claim is based, enabling it to defend itself against unjust claims and to correct the conditions or practices which gave rise to the claim; and (2) provide the executive branch of the Tribe with an opportunity to consider the degree to which a suit or demand for arbitration for injunctive relief, specific performance, or a declaration of rights and obligations will affect the Tribe's sovereignty; these two purposes enable the Tribe to maximize the exercise of its sovereign powers and protect against federal and state infringement upon tribal sovereignty and tribal sovereign immunity from suit.
- (N) That, whereas claim-presentment requirements of the Tribal Claims Ordinance directly relate to the doctrine of tribal sovereign immunity and exist for the benefit of the executive branch of the Tribe, exhaustion of Tribal administrative remedies, namely, compliance with claim-presentment requirements, is for the benefit of Tribal, federal, and state courts; mandatory claim presentment, thus, promotes comity and judicial convenience and its primary purpose is to create a preliminary, administrative-sifting process to lighten the burden of the judicial branch of the Tribe, as well as overworked federal and state courts in cases where administrative remedies are available and are as likely as a judicial remedy to provide the desired relief.
- (O) The adoption of this Ordinance repealing the limited Tribal Claims Ordinance and creating a general Tribal Claims Ordinance is, therefore, necessary to protect and promote tribal sovereignty by ensuring that all claims of a legal and equitable nature are submitted to the Tribe's Risk Management Department and Tribal Claims Board, in accordance with the procedures set forth herein, utilizing the specific forms provided therefor, for consideration and adjudication by the Tribe and as a prerequisite to filing and maintaining an action against the Tribe in Tribal, federal, or state court or in arbitration.

2.2 Purpose.

The Picayune Rancheria of the Chukchansi Indians seeks to establish a robust claim-presentment process governing all claims against the Tribe to protect tribal sovereignty and limit the scope of actionable claims against the Tribe.

2.3 Authority.

This Ordinance is enacted pursuant to the authority granted at Article V, Sections (a) and (b) of the Tribal Constitution.

Section 3. Applicability.

3.1 Presentation of Claims as Prerequisite for Filing Suit.

All legal and equitable claims against the Tribe or any of its business enterprises, their officers, agents and employees, whether sounding in Tribal Claims, contract, or some other theory, shall be presented to the Claims Board for the Tribe, for review and adjudication, as a prerequisite to suit thereon as further provided in this Ordinance. No claims are exempt. All claims shall be presented as required by this Ordinance and in the time periods specified herein. The time periods specified herein are statutes of limitations. Any claim not filed within the statute of limitation periods provided for herein are forever barred. The limitation period cannot be waived.

3.2 Claims Subject to Filing Requirements.

The claims subject to the filing requirements under this Section shall include, but not be limited to, any and all claims for money or damages, whether sounding in tort, contract, or some other theory; any and all claims for declaratory relief, injunctive relief, or specific performance, whether sounding in tort, contract, or some other theory; any and all claims by Tribal employees for fees, salaries, wages, mileage, or other expenses and allowances; and any and all claims by any federal, state, or local public entity. The provisions of this Section shall apply to any and all claims whether they relate to events, transactions, or occurrences that took place prior to the effective date of this Ordinance, codified in this Ordinance, or after the effective date of this Ordinance, codified in this Ordinance. The provisions of this Section shall apply to any and all claims whether they relate to events, transactions, or occurrences that took place on the Tribe's Reservation, in "Indian country" as defined in 18 U.S.C. § 1151, or off of the Reservation where such events, transactions, or occurrences involve the Tribe or any of its business entities. As used herein the term

“Reservation” shall mean all lands within the boundaries of the Picayune Indian Rancheria and all lands owned by the United States of America in trust for the Tribe and all trust allotments over which the Tribe exercises jurisdiction.

3.3 Scope of Applicable Remedies.

This Ordinance provides no authority to recover (a) punitive, double, treble, incidental, consequential or exemplary damages, attorney fees, court costs, expert fees or civil penalties; (b) interest prior to 180 days from the date of a final judgment or settlement; (c) for contractual interference claims, including tortious interference with contract rights or interference with prospective economic advantage; or (d) any remedy described in Section 8 of this Ordinance.

3.4 Workers’ Compensation Claims.

To the extent that all or part of an employee’s Claim is covered by the Tribe’s Workers’ Compensation Ordinance, the claim is excluded from this Ordinance. However, if all or part of an employee’s Claim is not covered by the Tribe’s Workers’ Compensation Ordinance, the employee may seek recovery under this Ordinance.

Section 4. Exclusive Remedy.

This Ordinance provides the exclusive procedure, forum, and remedy for any claim against the Tribe, whether sounding in tort, contract, or some other theory.

Section 5. Referral, Evaluation and Payment of Claims.

5.1 Contents of Claim.

A claim shall be presented by the claimant or by a person acting on the claimant’s behalf, which shall be presented on the Tribal Claim Form provided therefor and attached to this Ordinance, and shall include all of the following information:

- (A) The name of the claimant.
- (B) The address to which the person presenting the claim desires notices to be sent.
- (C) The phone number of the claimant.
- (D) The date, place and other circumstances of the occurrence or transaction which gave rise to the claim asserted.
- (E) A general description of the indebtedness, obligation, injury, damage, or loss incurred so far as may be known at the time of submission of the claim.

CHAIRWOMAN: JA DATE: 5/1/25
SECRETARY: MM DATE: 5/2/25

- (F) The names of any eyewitnesses, if known.
- (G) 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.
- (H) The name of legal counsel representing the claimant, if any.

5.2 Signature of Claimant.

The Tribal Claim Form shall be signed by the claimant or some person on the claimant's behalf. The use of the Tribal Claim Form is mandatory and only claims submitted on the Claim Form will be valid and considered.

5.3 Amendment of Claim; Effect of Failure or Refusal to Amend.

A claim may be amended at any time before the expiration of the period designated in Section 5.7, or before final action thereon is taken by the Claims Board of the Tribe, whichever is later, if the claim, as amended, relates to the same transaction or occurrence which gave rise to the original claim. The amendment shall be considered a part of the original claim for all purposes.

5.4 Notice of Insufficiency of Claim.

If, in the sole discretion of the Claims Board for the Tribe or the person designated by it, a claim submission fails to strictly comply with the requirements of this Ordinance or the required criteria set forth in the Tribal Claim Form, provided in accordance with this Ordinance, the Claims Board for the Tribe or any officer, agent, employee, or person so designated by the Tribe may, at any time within twenty (20) days after the claim is submitted, give written notice of the insufficiency of the claim, stating with particularity the defects or omissions therein. Such notice shall be given in the manner prescribed by this Ordinance. The Claims Board for the Tribe may not act on the claim for a period of fifteen (15) days after such notice is given.

5.5 Failure to Give Notice of Insufficiency; Waiver of Defense Based on Defect or Omission.

Failure to give notice of the insufficiency of a claim shall not constitute a waiver of any defense. Notice of the insufficiency of the claim is discretionary, pursuant to Section 5.4 of this Ordinance. The claimant bears the burden of strict compliance with the provisions of this Ordinance. Pursuant to Section 5.7 of this Ordinance, any claim not acted upon by the Claims Board within sixty (60) days of the date of submission shall be deemed to have been denied.

5.6 Timing of Presentation of Claims.

- (A) A claim relating to a cause of action for death or for injury to a person shall be presented as provided for in this Ordinance, not later than ninety (90) days after the accrual of the cause of action. A legal claim for money or damages, whether sounding in tort, contract, or some other theory, shall be presented, as provided in this Ordinance, not later than one hundred and eighty (180) days after the accrual of the cause of action. An equitable claim, whether sounding in tort, contract, or some other theory, shall be presented, as provided in this Ordinance, not later than thirty (30) days after the accrual of the cause of action. The claim shall be in writing using the Claim Form provided in accordance with this Ordinance and shall contain facts sufficient to describe the basis upon which liability is claimed, the facts supporting the claim and contain a specific amount for which the claim is made. The claim must be signed under penalty of perjury and submitted by certified mail, return receipt requested or personal delivery.
- (B) The claim shall be submitted to the Tribe's Risk Management Department. Upon delivery of a claim to the Risk Management Department, the Claim Form shall be received stamped with a stamp indicating the date the Claim Form was received by the Department. Upon receipt of a timely Claim relating to a cause of action for death or for serious injury to a person, the Risk Management Department shall forward the claim to the Tribe's Liability Insurance Carrier within seven (7) days of receipt of the claim. Upon receipt of a legal claim for money or damages, the Risk Management Department shall forward the claim to the Tribe's Liability Insurance Carrier and to the Tribal Attorney within seven (7) days of receipt of the claim. Upon receipt of a claim seeking equitable relief, the Risk Management Department shall forward the claim to the Tribal Attorney within seven (7) days of receipt of the claim.
- (C) Upon receipt of a timely Claim, the Risk Management Department shall provide the Patron with a copy of this Ordinance and the Tribal Claim Form attached to this Ordinance. The Patron shall cooperate with the Risk Management Department in its investigation and evaluation of the Claim and provide all information required by the Risk Management Department for such investigation and evaluation. Failure of the claimant to cooperate with the Risk Management Department may result in a denial of the claim.

5.7 Grant or Denial of Claim by the Claims Board.

- (A) The Claims Board is a quasi-judicial body vested with the power to hear and adjudicate claims against the Tribe, the Tribe's business entities, and officers, agents, and employees of the Tribe. The Claims Board shall evaluate the merits of the claim and render a preliminary decision granting or denying the claim, in whole or in part. The preliminary decision of the Claims Board shall be in writing, shall

summarize the facts considered by the Claims Board in rendering its decision, and shall provide the basis for the preliminary decision. The Claims Board is not strictly bound by the Federal Rules of Evidence; the Board may consider any and all evidence the Claims Board finds relevant to rendering its decision. The Claims Board shall weigh the evidence, statements of witnesses, and exhibits submitted with a timely claim and make its decision on the basis of the preponderance of the evidence standard. The burden of proof shall be on the claimant. The Claims Board shall consider and decide the merits of the claim in accordance with tribal law, using federal and state law as a guide where appropriate, in the sole discretion of the Claims Board.

- (B) The Claims Board shall grant or deny the claim within sixty (60) days after the claim is presented to the Claims Board. The claimant and the Claims Board may extend the period within which the Claims Board is required to act on the claim by written agreement made before the expiration of the sixty-day period.
- (C) If the Claims Board does not act on the claim within the time prescribed by this Section, the claim shall be deemed to have been denied on the sixtieth (60th) day or, if the period within which the Claims Board is required to act is extended by agreement, pursuant to Section 5.7(b), the claim shall be deemed to have been denied on the last day of the period specified in such agreement.

5.8 Notice of Rejection of Claim.

- (A) Written notice of the rejection of the claim or the Claims Board's inaction on the claim, which is deemed a rejection of the claim under this Ordinance, shall be given in a manner provided in Section 6.1. Such notice may be in substantially the following form:

"Notice is hereby given that the claim which you presented to the Claims Board of the Picayune Rancheria of the Chukchansi Indians on [indicate date] was [indicate whether rejected, allowed, allowed in the amount of \$_____ and rejected as to the balance, rejected by operation of law, or other appropriate language, whichever is applicable] on [indicate date of action or rejection by operation of law]."

- (B) If the claim is rejected in whole or in part, the notice required by Subdivision (A) above shall include a warning in substantially the following form:

WARNING

If your claim was based upon death or injury to a person or personal property, you have only ninety (90) days from the date this notice was personally delivered or deposited in the mail to appeal this claim, otherwise, you have only one hundred

and eighty (180) days from the date this notice was personally delivered or deposited in the mail to appeal this claim. You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

5.9 Mailing or Service of Notice.

The notice required by Section 5.8 shall be deemed given when it is either: (1) personally delivered to the claimant or the claimant's representative as specified in the Tribal Claim Form; or (2) when deposited in the United States mail addressed to the claimant or the claimant's representative as specified in the claim, first class postage prepaid.

5.10 Final Decision.

The preliminary decision of the Claims Board shall, upon proper service, become the final, non-appealable decision forty-five (45) days after issuance or after two hundred and twenty-five (225) days if the claimant fails to receive notice of an initial decision by the Board, and is thus deemed to have been denied under Section 5.7(c).

Section 6. Reconsideration of Decision; Administrative Hearing.

6.1 Re-examination of Rejected Claim; Administrative Hearing; Standard of Review.

- (A) The Claims Board may, in its discretion, within the time described by Section 5 of this Ordinance for commencing an action on the claim, re-examine a previously presented claim in order to reconsider whether settlement of the claim is appropriate. The Claims Board may reconsider denial of a claim if good cause exists. The Claims Board may consider changes in the law or industry standards as good cause, or a substantial change in the claimant's circumstances, unless the Claims Board reasonably determines the claimant knew or should have known of the circumstances at the time of filing the claim.
- (B) If a claimant is dissatisfied with the Claims Board's preliminary decision, the claimant may seek an administrative hearing before the Claims Board by utilizing the specific forms approved from time-to-time by the Claims Board for that purpose.



6.2 Administrative Hearing Process.

- (A) A claimant seeking a hearing before the Claims Board must file a written request for such hearing by utilizing the specific forms approved from time-to-time by the Claims Board for that purpose, with the Claims Board within thirty (30) days of receipt of the decision from the Claims Board or after two hundred and ten (210) days if the claimant fails to receive notice of a preliminary decision by the Claims Board under Section 5.7(c) of this Ordinance. The request for hearing shall include

CHAIRWOMAN: [Signature] DATE: 5/1/25
SECRETARY: [Signature] DATE: 5/2/25

the initial Tribal Claim Form, provide a complete and accurate description of the subject matter of the Claim to be heard, including a statement of relevant facts and the reason for the hearing, and shall be accompanied by the written decision from the Claims Board if issued.

- (B) Within one hundred twenty (120) days after receipt of the claimant's request for hearing, the Appeal Board will make such investigation of the facts and review of the law as it deems necessary, render a written decision on the appeal, and notify the claimant-appellant of its decision in writing. The Appeal Board may extend the initial review date for up to ninety (90) additional days upon request or on its own motion. If the Appeal Board extends the time for review, it shall issue a decision within sixty (60) days of the extension.
- (C) The claimant may appear and be heard, either personally or through counsel, before the Claims Board and may call witnesses to testify and submit evidence to the Claims Board.
- (D) The Claims Board shall authorize pre-hearing discovery pursuant to rules adopted by the Claims Board using the Federal Rules of Civil Procedure and the Federal Rules of Evidence as a guide, provided that the discovery period shall be limited to ninety (90) days, unless the Claims Board finds good cause to extend such period.
- (E) Within one hundred twenty (120) days after receipt of the claimant's request for hearing, the Claims Board will make such investigation of the facts and review of the law as it deems necessary and hold a hearing.
- (F) At the hearing held pursuant to this Section 6, a quorum of the Claims Board, sitting as a quasi-judicial body, shall hear the case and render a decision based upon the evidence presented at the hearing. The Chair or Vice-Chair of the Board, in the absence of the Chair, shall preside over the hearing. At the time scheduled for the hearing, the Board shall consider the evidence submitted in rendering a decision. The hearing may be conducted in person or via telecommunication technology. The Board may continue the hearing once for no more than thirty (30) days for good cause shown on the application of the claimant or more than once, from time to time on its own motion, provided however, that the Board shall not continue a hearing more than twice. At the hearing, the claimant may present oral argument, call witnesses, cross-examine witnesses and present other evidence and be represented by counsel of their choice, at their own expense. At the hearing the Board shall confirm the address, email address, if any, of the claimant. Any Board member that will be a witness in a hearing shall be disqualified from sitting as a judge and from participating in making a decision in that case. The Board may be advised by its own separate legal counsel during the hearing. The hearing shall be electronically recorded on video or audio tape or reported by a certified shorthand reporter. Formal rules of evidence shall not apply. At the hearing the Attorney

CHAIRWOMAN:  DATE: 5/1/25
SECRETARY:  DATE: 5/2/25

General and the claimant or the claimant's legal counsel shall be allowed to make an opening statement setting forth what each intends to prove at the hearing and may provide the Board with a summary of the evidence that they intend to introduce in support of their respective positions. The Attorney General shall make the initial opening statement, if any, followed by the opening statement of the claimant. The Attorney General shall represent the Tribe at each hearing and shall make an initial prima facie case establishing that the claim should be denied. As used herein the term "prima facie" shall mean that the evidence, shall be presumed to be true when first viewed by the Board, or considered to be enough evidence by the Board as presented to support the validity of the claim. The Board shall have the authority to judicially notice any documents contained in the Risk Management Department's file, provided that the documents were compiled by the Department and kept in the regular course of business. Upon the establishment of a prima facie case the burden of proof and of producing clear and convincing evidence remains with the claimant to prove that the claim should be approved. The Board shall base its decision on the kind of substantial and reliable evidence relied upon in the conduct of serious affairs. At the conclusion of the hearing each party shall be allowed to make a closing statement. With the Attorney General going last. The Board shall then take the matter under submission, deliberate and render a decision. The Board may deliberate in public, in closed session or at a subsequent meeting in closed session. The Board shall make a written decision within thirty (30) days of taking the matter under submission. The decision shall be supported by findings of fact and conclusions of law. The claimant shall receive written notice of the decision within thirty (30) days after the Board makes its decision. The decision shall be served upon the claimant or claimant's attorney by personal service, with a proof of service being filed with the Board by the server, or by overnight delivery return receipt required. If service is perfected by overnight delivery, service shall be presumed perfected within forty-eight (48) hours from the date that the decision is deposited with the overnight delivery carrier for delivery to the claimant. If the claimant fails to file a timely appeal pursuant to Section 7 below, the decision of the Board shall become final and non-appealable.

- (G) The Claims Board shall consider and decide the merits of the claim in accordance with tribal law, using federal [and state] law as a guide where appropriate.

Section 7. Tribal Court Jurisdiction; Appeal to Tribal Court.

7.1 Jurisdiction of the Tribal Court.

The Tribal Court shall have exclusive jurisdiction over all appeals from a decision of the Claims Board and other judicial matters arising from the administration and enforcement of these procedures. All claims authorized under these procedures shall be asserted solely against the Tribe, the Tribe's business entities, and officers, agents, and employees of the Tribe, and no other person or entity.

CHAIRWOMAN: [Signature] DATE: 5.1.25
SECRETARY: MW DATE: 5/2/25

7.2 Appeal to Tribal Court.

- (A) Any claimant-appellant seeking to appeal the decision of the Claims Board shall bring such an appeal in the Tribal Court.
- (B) Any claimant dissatisfied with a decision rendered by the Board in their case, pursuant to Section 6 above, shall have the right to appeal that decision to the Tribal Court upon the filing of a notice of appeal with both the Board and the Tribal Court. The notice of appeal shall be in writing on a form approved by the Board from time-to-time for that purpose and attaching a copy of the decision being appealed to the notice. The appeal must be filed and received by the Board and the Tribal Court within thirty (30) days of the date that the claimant received the decision. Within thirty (30) days from the date of the filing of the notice of appeal, the Secretary of the Board shall certify and file with the Tribal Court the administrative record of the proceeding held before the Board upon which the Board based its decision. The administrative record shall include the recording of the hearing, all documents received into evidence by the Board, the Board's findings of fact and conclusions of law and the decision being appealed. The Secretary's certification shall include a statement under penalty of perjury that all of the documents in the administrative record are true and correct. Within thirty (30) days from the date that the administrative record is filed with the Tribal Court, the Tribal Court shall hold a case management conference which can be held either in person or by zoom conference call. At the conference the Judge shall set a briefing schedule and a date for a hearing to hear the oral arguments of the parties. The Attorney General shall represent the Tribe in the appeal. After the oral arguments are heard, the Tribal Court shall render a decision on the appeal. The Judge shall have the authority to uphold the decision of the Board or reverse the decision. The Judge shall uphold the decision of the Board unless the Judge finds that the decision is not supported by substantial evidence in the record or that the decision is clearly contrary to the law. The Judge's decision shall be in writing and supported by findings of fact and conclusions of law. If the Tribal Court overturns the Board's decision it shall remand the case to the Board for reconsideration in light of its decision. Any decision of the Tribal Court shall be final and non-appealable.
- (C) Any non-appealed decision of the Board entered pursuant to Section 6 above or any final decision rendered by the Tribal Court pursuant to Section 7, shall be res judicata, final, and non-appealable. Upon entry of a final decision in a claimant's case no subsequent proceedings of any kind, shall be held in that claimant's case, except upon the discovery of new evidence that was not previously introduced into evidence and considered by the Board in any prior hearing. If new evidence is discovered that could affect the prior decision, the Board on its own motion or on the motion of the claimant shall be considered by the Board. The claimant, upon discovery of new evidence, shall file a motion for reconsideration with the Board

requesting a new hearing based upon the new evidence. Upon the filing of such a motion, the Board shall hold a hearing to determine whether it will consider the new evidence. At the hearing, the burden shall be upon the claimant to prove beyond a reasonable doubt, the evidence was not previously available to the claimant at the time of the prior hearing and/or that the new evidence was not previously considered by the Board at the prior hearing.

Section 8. Limited Waiver of Sovereign Immunity.

8.1 Scope of Waiver.

The Tribe's sovereign immunity is hereby waived for the sole and limited purpose of allowing individual person, and not any other organization or entity to bring claims against the Tribe, the Tribe's business entities, and officers, agents, and employees of the Tribe in accordance with the procedures set forth in this Ordinance, provided that this waiver is effective only to the extent that the nature and extent of the claim is within the scope and limits of this Ordinance and the express coverage and limits of the liability insurance policy in effect at the time of the judgment, order, or award. No judgment, order, or award resulting from such a claim may exceed the amount of any such liability insurance policy then in effect.

8.2 Construction of Waiver.

Nothing in this Ordinance shall be interpreted or construed as:

- (A) a waiver of the sovereign immunity of the Tribe beyond the limits set forth herein or with respect to untimely claims;
- (B) a waiver of the sovereign immunity of the Tribe for punitive, double, treble, incidental, consequential or exemplary damages, pre-judgment interest and interest accruing before 180 days following final judgment or settlement, attorney fees, court costs, expert fees, or civil penalties;
- (C) a waiver of the sovereign immunity of the Tribe for any other claims or obligations asserted against or arising out of, in connection with, or in relation to the operation of any organization, corporation or entity of the Tribe;
- (D) a waiver of the sovereign immunity of any other business or entity owned or controlled by the Tribe;
- (E) a waiver authorizing a lien, attachment, execution, or other judicial or nonjudicial process upon the assets of the Tribe or any organization, corporation or entity of the Tribe other than insurance proceeds;

- (F) a waiver consenting to jurisdiction of any court, arbitrator, mediator, administrator, or any judicial or quasi-judicial tribunal, except as provided by this Ordinance; or
- (G) providing a cause of action against any officer, agent, director, or employee of the Tribe or any business entity of the Tribe, any tribal corporation, or any member of the Tribe, provided that a Claim is not precluded against the any officer, agent, director, or employee of the Tribe or any business entity of the Tribe, any tribal corporation based on vicarious liability for acts or omissions of any officer, agent, director, or employee of the Tribe or any business entity of the Tribe, any tribal corporation employees within the scope of their employment.

Section 9. Attorney Fees and Court Costs.

9.1 Fee-Shifting for Failure to Exhaust Administrative Remedies.

If a claimant does not exhaust available Tribal administrative remedies in accordance with this Ordinance and, consequently, the Tribe is forced to assert the statute of limitation periods or failure to exhaust Tribal administrative remedies as a defense to an action in Tribal, federal, or state court, another administrative tribunal, or any other tribunal seeking to assert personal and subject matter jurisdiction over the Tribe, the claimant shall, in accordance with [Ordinance No. [insert ordinance number if applicable] (“Attorney Fee Ordinance”)], pay all of the Tribe’s costs and attorney fees associated with defending the action, if the Tribe is a prevailing party in the litigation, regardless of whether the judgment is final or interlocutory in nature. The Tribe shall be entitled to recover attorney fees at the prevailing market rate.

Section 10. Effective Date; Amendments; Publication.

10.1 Publication of Ordinance Summary.



The Secretary of the Tribal Council or other authorized representative of the Tribe shall publish a summary of this Ordinance once in a newspaper of general circulation in Fresno County.

10.2 Effective Date of Ordinance.

This Ordinance shall take effect thirty (30) days after its adoption and publication in said newspaper.

10.3 Amendments.

These procedures shall be effective on the date they are approved by the Tribal Council. The Tribal Council retains the authority to amend these procedures, including but not limited to modification of the limited waiver of sovereign authority contained herein.

CHAIRWOMAN:  DATE: 5.1.25
SECRETARY:  DATE: 5/2/25

CHAIRWOMAN: [Signature] DATE: 5.1.25
SECRETARY: [Signature] DATE: 5/2/25