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AMENDMENTS

Date	Section	Title	Summary
July 11, 2007	Chapter II(C)(3)	Drug and Alcohol Testing	Total rewrite of drug policy to detail process
July 11, 2007	Chapter I(C)(7)	NIGC & Compact Fee Payments	Reformatted Policy for Web Page
September 19, 2007	Chapter II(B)(1)	Access to Gaming Facility	Rewrite to add detailed process
July 28, 2008	All CNGC R&Rs	All CNGC R&Rs	All CNGC Policies and Procedures were reformatted to do the following: 1. Change Policy and Procedure to Rule and Regulation 2. Change all references of Commission to “CNGC” 3. Restructure the organization of the previous Table of Contents and change the following: Chapter Titles, Chapter Numbers, Subject, and Section/Subsection to reflect change from P&P to R&R 4. Added Cherokee Seal and Cherokee Language to all formats of new

Date	Section	Title	Summary
			R&Rs to comply with Cherokee Style Guide 5. Added reference information at bottom of each page.
August 25, 2008	Chapter V(A)(2)	License Structure and Definitions	Rewrite to add new definitions concerning vendors as defined in CNGC R&R V(C)(1) Vendor Licensing Process and Standards
August 25, 2008	Chapter V(C)(1)	Vendor Licensing Process and Standards	New Regulation
September 4, 2008	Chapter VII(C)	Gaming Machine Fee Assessment, Tracking, & Reporting	Updated to detail process
September 10, 2008	Chapter VI(C)(2)	Environmental, Public Health and Safety Rule and Regulation	New Regulation
January 14, 2009	Chapter V(B)(1)	Individual Licensing Process and Standards	Revised to allow reconsiderations for decisions made and to establish a time frame for those who were denied to reapply
February 11, 2009	Chapter IX(A)	Hearings – General	Changed title from “Hearings Procedures” to “Hearings – General”
March 19, 2009	Chapter IX(B)	Procedures for Hearings	New Regulation
March 19, 2009	Chapter X(C)	Violations, Sanctions, and Enforcement	New Regulation

Date	Section	Title	Summary
March 19, 2009	Chapter X(D)	Investigation Process	New Regulation
July 9, 2009	Chapter V(C)(1)	Vendor Licensing Process and Standards	Amended to reflect restricting Class A Vendors from gaming and to change CNE name to Cherokee Nation Entertainment
July 9, 2009	Chapter V(D)(1)	Cherokee Nation Gaming Commission Inspections	Amended to include language that clarifies and strengthens the intent of the regulation
July 9, 2009	Chapter VI(C)(2)	Environmental, Public Health and Safety Rules and Regulation	Amended to add regulatory references and clarify language to enforce the safety of employees and guests – particularly blood borne pathogens
October 22, 2009	Chapter IV(G)(1)	Internal Audit Charter	To update Audit Charter to reflect the 2009 International Professional Practices Framework (IPPF) Standards and current business practices.



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CHAPTER:	Administration	CHAPTER #:	I
SUBJECT:	Indian Gaming Regulatory Act	SECTION –SUBSECTION:	A 1
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

The Cherokee Nation Gaming Commission (CNGC) has established and maintains rules and regulations which comply with the guidelines and regulations of the Indian Gaming Regulatory Act Public Law 100-497-Oct. 17, 1988, 100th Congress Section 2701 as detailed under separate documents. CNGC approves all operational rules and regulation that comply with IGRA, National Indian Gaming Commission (NIGC), Internal Revenue Service (IRS) Title 31, and Tribal-State Compact between Cherokee Nation and the State of Oklahoma.



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CHAPTER:	Administration	CHAPTER #:	I
SUBJECT:	National Indian Gaming Commission	SECTION –SUBSECTION:	A 2
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

The Cherokee Nation Gaming Commission (CNGC) has established and maintains rules and regulations which comply with the guidelines and regulations of the National Indian Gaming Commission (NIGC), 25 CFR Part 501, which was established pursuant to the Indian Gaming Regulatory Act of 1988 (Act) as detailed under separate documents. CNGC approves all operational rules and regulation that comply with Indian Gaming Regulatory Act, NIGC, Internal Revenue Service (IRS) Title 31, and Tribal-State Compact between Cherokee Nation and the State of Oklahoma.



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CHAPTER:	Administration	CHAPTER #:	I
SUBJECT:	Internal Revenue Service (Title 31)	SECTION –SUBSECTION:	A 3
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

The Cherokee Nation Gaming Commission (CNGC) has established and maintains rules and regulations which comply with the guidelines and regulations of the Internal Revenue Service (IRS), Title 31, The Bank Secrecy Act, as detailed under separate documents. CNGC approves all operational rules and regulation that comply with Indian Gaming Regulatory Act, National Indian Gaming Commission, IRS Title 31, and Tribal-State Compact between Cherokee Nation and the State of Oklahoma.



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CHAPTER:	Administration	CHAPTER #:	I
SUBJECT:	Tribal-State Compact	SECTION –SUBSECTION:	B 1
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

The Cherokee Nation Gaming Commission (CNGC) has established and maintains rules and regulations which comply with the guidelines and regulations of the Tribal-State Compact between Cherokee Nation as detailed under separate documents. CNGC approves all operational rules and regulation that comply with Indian Gaming Regulatory Act, National Indian Gaming Commission, Internal Revenue Service Title 31, and Tribal-State Compact between Cherokee Nation and the State of Oklahoma.



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CHAPTER:	General Provisions	CHAPTER #:	I
SUBJECT:	Minimum Internal Control Standards	SECTION –SUBSECTION:	D
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

The Cherokee Nation Gaming Commission (CNGC) has established and maintains Minimum Internal Control Standards with complies with the guidelines and regulations of the Indian Gaming Regulatory Act (IGRA) and the National Indian Gaming Commission (NIGC) under the provision in § 25 C.F.R. Section 542 as amended, the Tribal-State Compact and Cherokee Nation law as detailed under separate documents.



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CHAPTER:	Administration	CHAPTER #:	II
SUBJECT:	Evidence, Records, and Testimonies	SECTION –SUBSECTION:	A 1
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

The Cherokee Nation Gaming Commission (CNGC) in its efforts to carry out essential investigative procedures requiring evidence, records, and testimonies shall have access to all requested documentation. The documentation may be used for proceedings such as disciplinary actions, hearings, sanctions, and any other regulatory action as cited in CNGC regulation and procedures.

No licensee or employee thereof shall neglect or refuse to produce records or evidence under their control, or to give information upon proper and lawful demand by CNGC or its agents, or shall otherwise interfere with any proper and lawful efforts by CNGC to produce such information.

CNGC may summon any licensee or employee to appear to testify with regard to the conduct of any licensee or employee of any licensee. All such testimony shall be given under oath and may embrace any matters which CNGC may deem relevant to the discharge of their official duties. Any person so summoned to appear shall have the right to be represented by counsel. Any testimony so taken may be used by CNGC as evidence in any proceeding or matter before it. Failure to appear and testify fully at the time and place designated, unless excused, shall constitute grounds for revocation or suspension of any license.



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CHAPTER:	Administration	CHAPTER #:	II
SUBJECT:	Rules and Regulation Changes	SECTION –SUBSECTION:	A 2
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

The Cherokee Nation Gaming Commissioner, the Cherokee Nation Gaming Commission (CNGC) Director, or department head may determine a need for a new or revised rule or regulation. All rule and regulation changes or additions must be approved by CNGC prior to following procedures as cited in Cherokee Nation Administrative Procedure Act of 2007 before going into effect.

A. THE APPROVAL PROCESS

1. A Cherokee Nation Gaming Commissioner or the CNGC Director, upon determining the need for a new or revised rule or regulation, will draft the proposed changes. Other proposed changes must be submitted to the CNGC Director for review and approval prior to submitting to the CNGC Commissioners.
2. The proposed changes must be approved by CNGC Commissioners, initialed and dated by same.
3. The proposed rule or regulation will then follow guidelines and procedures as cited in the Cherokee Nation Administrative Procedure Act of 2007.

B. DISTRIBUTION AND MAINTENANCE

1. When all necessary approvals have been secured, the rule or regulation will be sent to the CNGC Administrative Officer.
2. The CNGC Administrative Officer and/or the CNGC Administrative Assistant will be responsible for entering the changes into the Master Gaming Commission Rules and Regulations Manual computer file.

3. Copies of the new/revised rule or regulation will be distributed to all CNGC Commissioners, CNGC Director, and all appropriate department heads.
4. After copies are made, the original document with CNGC Chairman's signature will be inserted into the Master Gaming Commission Rules and Regulations Manual.



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CHAPTER:	Administration	CHAPTER #:	II
SUBJECT:	By-Laws	SECTION –SUBSECTION:	A 3
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

By-Laws established the 16th day of November, 2005, outline the most fundamental operating principles and rules regarding the fundamental principles of the Cherokee Nation Gaming Commission (CNGC). The by-laws are maintained by the CNGC Administrative Department and approved by the CNGC Commissioners.



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CHAPTER:	Administration	CHAPTER #:	II
SUBJECT:	Organizational Chart	SECTION –SUBSECTION:	A 4
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

The Cherokee Nation Gaming Commission will maintain a current organizational chart and it will be tied to the approved Cherokee Nation Gaming Commission budget.



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CHAPTER:	Administration	CHAPTER #:	II
SUBJECT:	Mission and Responsibilities	SECTION –SUBSECTION:	A 5
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

The mission of the Cherokee Nation Gaming Commission (CNGC) is, through effective regulation and oversight, to protect tribal assets, promote integrity, and to ensure a sense of fairness between the public and Cherokee Nation gaming operations.



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CHAPTER:	Administration	CHAPTER #:	II
SUBJECT:	Official Representative	SECTION –SUBSECTION:	A 6
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

The Cherokee Nation Gaming Commission (CNGC) shall be the official representative in all regulatory matters concerning the interests of the Cherokee Nation gaming operations.



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CHAPTER:	Administration	CHAPTER #:	II
SUBJECT:	Confidentiality	SECTION –SUBSECTION:	B 1
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

In recognition of the fact that employees of the Cherokee Nation Gaming Commission (CNGC) have access to information regarding the affairs of the CNGC, some of which includes information obtained in connection with licensing and other investigations, all employees hired by CNGC will be required to agree and sign a Confidentiality Agreement at the time of hire and prior to their departure as a CNGC employee.

Any prospective employee refusing to sign the Confidentiality Agreement will not be permitted to be employed by CNGC.

Any person transferring from employment in the CNGC to employment in the Operations of a gaming enterprise must sign a Confidentiality Agreement in order to receive a gaming license.



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CHAPTER:	Administration	CHAPTER #:	II
SUBJECT:	Ethics	SECTION –SUBSECTION:	B 2
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

PURPOSE

The ethical conduct regulation is intended to provide guidance and rules to all Cherokee Nation Gaming Commission (CNGC) and Cherokee Nation Enterprises (CNE) members and employees in the performance of their professional responsibilities.

SCOPE

This Section applies to CNGC Commissioners, CNGC employees, and CNE employees.

A. RESPONSIBILITIES

1. In carrying out their responsibilities, members should exercise sensitive professional and moral judgments in all their activities.
2. Members should accept the obligation to act in a way that will serve Cherokee Nation's interest, honor the Tribe's trust, and demonstrate commitment to professionalism.
3. To maintain and broaden the Tribe's confidence, members should perform all responsibilities with the highest sense of integrity.
4. A member should strive continually to improve competence and the quality of services to the Tribe and discharge responsibility to the best of his or her ability.
5. A member should maintain objectivity and be free of conflicts of interest in discharging responsibilities. No employee of CNGC shall solicit or accept, directly, indirectly: any gift, gratuity, favor, entertainment over the limit of \$50.00, loan, or any other thing of monetary value from any person, corporation or group which has, or is seeking to obtain, contractual or other business or financial relationship with the

Cherokee Nation and CNE without first disclosing the matter to the CNGC Chair in writing and obtaining the Chair's written consent.

6. Employees of CNGC may not have direct or indirect financial interests or conflicts which substantially, or which appear to conflict substantially with the responsibilities and duties as appointed officials or employees nor engage in, direct or indirectly, financial transactions as a result of, or primarily relying upon, information obtained through their elected office or employment without first disclosing the matter to the CNGC Chair in writing, and obtaining the Chair's written consent.

7. Gaming licensees or employees shall accept nothing of value, take advantage, or benefit in exchange for extending business privileges to manufacturer, distributor, supplier, etc. other than by promulgated agreement. Gaming licensees or employees shall not engage to defraud by depriving the Cherokee Nation its right to have its affairs conducted free of kickbacks, bribes, payoffs, corruption and conflict of interests.

B. RECORDS

Copies of all written disclosures to the CNGC Chair, altogether with copies of their written consent, shall be kept on public file by CNGC and made available for inspection by Tribal members.

C. RESTRICTIONS

With the exception of the restrictions mentioned here, employees of CNGC are free to engage in lawful transactions to the same extent as private citizens.

1. Employee Solicitation – Solicitation of employees for contributions of any kind is permitted only with the advance concurrence of the Principal Chief and CNGC Chair.

2. Tribal Political Activity – Employees may not engage in the following activities between the hours of 8 a.m. and 5 p.m. during the standard workweek or at any other time during which the employee is on official duty: Campaign for Tribal office on behalf of themselves or anyone else; Solicit or handle Tribal political contributions; Engage in activity at the polls such as soliciting votes or transporting voters on Tribal election day; Make political speeches on behalf of a community or any of its candidates; Distribute Tribal campaign literature or material.

3. Civil Disorder – No employee may willfully and/or knowingly plan, initiate, participate in, or otherwise aid or assist in the conduct of any unlawful demonstration, rioting or civil disturbances.



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CHAPTER:	Administration	CHAPTER #:	II
SUBJECT:	Gratuities	SECTION –SUBSECTION:	B 3
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

The Cherokee Nation Gaming Commission (CNGC) is designed to act independently of the Operations of all Cherokee Nation gaming facilities. In recognition of the independence of the CNGC, both in fact and in appearance, no CNGC employee shall solicit or accept any form of gratuity for any reason from any employee of the Cherokee Nation gaming facilities governed by CNGC.



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CHAPTER:	Administration	CHAPTER #:	II
SUBJECT:	Operational Involvement	SECTION –SUBSECTION:	B 4
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

In order to remain independent with respect to the operations of the Cherokee Nation gaming facility the Cherokee Nation Gaming Commission (CNGC) Commissioners and all employees of the CNGC shall have no involvement in the operational or managerial decision of the Cherokee Nation gaming facility, except to the extent that such issues may involve the Federal, Tribal and/or State laws or regulations.

Further, CNGC Commissioners and all employees of CNGC shall not engage in any gaming activity during their service and/or employment with CNGC.

With the exception of the restrictions mentioned here, employees of CNGC are free to engage in lawful transactions to the same extend as private citizens.



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CHAPTER:	Administration	CHAPTER #:	II
SUBJECT:	Personnel and Operating Regulation	SECTION –SUBSECTION:	B 5
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

All personnel employed by Cherokee Nation Gaming Commission (CNGC), unless specifically stated otherwise, will be under the rules and regulations, for personnel matters, of the Cherokee Nation Human Resources Policies.

CNGC operates in conjunction with the respective gaming establishments that it regulates, and as such, is operational twenty-four (24) hours per day, three hundred sixty-five (365) days per year, with any exceptions being provided for under Cherokee Nation Human Resources policy and procedure and/or the CNGC Chair or by the Principal Chief.



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CHAPTER:	Administration	CHAPTER #:	II
SUBJECT:	Training	SECTION –SUBSECTION:	B 6
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

The Cherokee Nation Gaming Commission (CNGC), in recognition of the fact that one of the items that clearly distinguishes an effective from an ineffective entity is its commitment to continual training, has adopted this training policy.

A. AREAS OF TRAINING

It is the policy of CNGC that all employees and Commissioners of CNGC be current and updated on all areas affecting their ability to properly regulate and protect the Tribe's assets. Some of the areas in which adequate training will be supplied are as follows:

1. Organizational training
2. Management training
3. Training on applicable Tribal, Federal and State regulation
4. Training on internal controls for gaming operations
5. Technology changes
6. Surveillance techniques
7. Current scams occurring and detection of same

B. PROVISION FOR TRAINING

CNGC will provide such training as it deems necessary and for which funds are available.



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CHAPTER:	Administration	CHAPTER #:	II
SUBJECT:	Management Meetings	SECTION –SUBSECTION:	B 7
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

It is the policy of the Cherokee Nation Gaming Commission (CNGC), in order to facilitate communication and coordination with the management of the Cherokee Nation gaming facilities, to attend periodic management meetings held by the facility's management.

A. CNGC AGENT RESPONSIBILITIES

An agent of CNGC, when attending management meetings, will communicate the following:

1. Noted internal control violations
2. Areas of CNGC concern with management can rectify
3. Items and areas for management to be aware of (i.e., possible customer theft areas)

B. CNGC AGENT AWARENESS AND KNOWLEDGE

While attending the above meetings, the agent for CNGC should be aware of items being discussed which could jeopardize the Tribes' assets for integrity. Agents should also be cognizant of items discussed that may require additional control features.

C. COMMUNICATION

After attending the above meetings, the CNGC agent whom attended should communicate their findings during the periodic CNGC management meetings or to the agent's immediate supervisor.



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CHAPTER:	Rules and General Accountability	CHAPTER #:	III
SUBJECT:	Access to Gaming Facility	SECTION –SUBSECTION:	A
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	11/01/2007
APPROVED BY:		DATE:	07/28/2008

No person who is under the age of eighteen (18), shall be allowed to operate, engage, or participate in any manner in the operation of any game with cash prizes. A person(s) under or that appears to be under the age of eighteen (18) shall be allowed to access only non-gaming areas of the gaming facility (e.g. restaurants, gift shops), provided that said person(s) is/are continually in the presence of a person of age to satisfy this regulation

All guests of the casino shall be required to produce a valid form of photo identification upon demand by casino security and/or management. Any individual who does not possess such identification shall be asked to immediately depart the gaming facility until such identification can be provided.

It shall be the responsibility of the licensee to establish policies and procedures that enforce the provision of this Section, and train employees in techniques to identify and respond in dealing with under-age individuals.



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CHAPTER:	Rules and General Accountability	CHAPTER #:	III
SUBJECT:	Sale or Use of Alcohol	SECTION –SUBSECTION:	B
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

The sale or allowed use of beverage or drink containing alcohol, including but not limited to beer or liquor, shall be permitted except as provided for by tribal law for facilities licensed by the Oklahoma Alcoholic Beverage Laws Enforcement Commission (Constitution, Article 28 § 1; 37 O.S. § 506.1).

Neither will items identified as such be offered or awarded as a prize or in lieu of a prize for winning or as a consolation prize by the licensee, or as a gift, consideration, or gratuity to employees or people of unofficial employee status.



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CHAPTER:	Rules and General Accountability	CHAPTER #:	III
SUBJECT:	Control of Gaming Operations	SECTION –SUBSECTION:	C
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

PURPOSE

In all cases, the gaming licensee must have complete control over that portion of the premises being used for gaming. The licensed permit holder shall be held liable for any violation.

SCOPE

The Section applies to all gaming licensees with control over gaming facilities and its activities.

A. CONTROL

1. Licensees must supervise and be directly responsible for all activities on the premises authorized by license under these rules and regulations.
2. The licensee shall direct or require the Facility Manager and/or the Assistant Facility Manager to be on the licensed premises when authorized activity is being conducted. Said individual shall have the full authority to execute preminent decisions.
3. No licensee shall conduct any activity authorized under these rules and regulations upon any premises, if the leave, license, contract, or any other agreement under which right to use said premises is not first fully disclosed to Cherokee Nation Gaming Commission (CNGC).

B. OPERATION SCHEDULE

Days and hours of operation and any amendments there to, shall be set by the Board of Directors and approved by CNGC.

C. OPERATION OF GAMES

Games shall be operated and conducted only at appropriate licensed premises authorized under these rules and regulations and under the terms and conditions approved by CNGC.



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CHAPTER:	Rules and General Accountability	CHAPTER #:	III
SUBJECT:	Firearms	SECTION –SUBSECTION:	D
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	08/28/2008

No firearms shall be allowed on the premises, except as permitted by tribal law, to include, air guns which are capable of discharging dangerous projectiles or gases, including but not limited to BB or CO2 guns, rifles, shotguns, pistols, or revolvers in accordance with Oklahoma State Statutes Games § 21-1272.1 and § 21-1277.



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CHAPTER:	Rules and General Accountability	CHAPTER #:	III
SUBJECT:	Security	SECTION –SUBSECTION:	E
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

The gaming premises shall provide security for their facility. Security plans or amendments shall be approved by the Cherokee Nation Gaming Commission (CNGC) prior to implementation.



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CHAPTER:	Rules and General Accountability	CHAPTER #:	III
SUBJECT:	Methods of Operation	SECTION –SUBSECTION:	F
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

It is the policy of the Cherokee Nation Gaming Commission (CNGC) and the Cherokee Nation to require that all establishments, wherein gaming is conducted, be operated in a manner suitable to protect the public health, safety, morale, good order and general welfare of the patrons and employees.

Responsibility for the employment and maintenance of suitable methods of operation rests with the licensee. At a minimum the Policies and Procedures governing the gaming facility must be on file with CNGC including all modifications or amendments thereto.

Unsuitable methods of operation will constitute grounds for license revocation or other disciplinary actions.



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CHAPTER:	Rules and General Accountability	CHAPTER #:	III
SUBJECT:	Rules and Regulations on File	SECTION –SUBSECTION:	G
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

Each facility licensee shall obtain and maintain on site a current copy of Cherokee Nation Gaming Commission (CNGC) Rules and Regulations.

CNGC Rules and Regulations are to be maintained by General Manager and/or Department Heads and made accessible to Cherokee Nation Enterprises (CNE) Employees.



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CHAPTER:	Rules and General Accountability	CHAPTER #:	III
SUBJECT:	Proper Attire	SECTION –SUBSECTION:	H
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

The licensee shall institute a dress code to be adhered to by the employees of the licensed gaming establishment. Such attire must meet the applicable standards established Cherokee Nation Gaming Commission (CNGC).



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CHAPTER:	Rules and General Accountability	CHAPTER #:	III
SUBJECT:	Drivers of Chartered Vehicles	SECTION –SUBSECTION:	I
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

The licensee shall report to Cherokee Nation Gaming Commission (CNGC) in writing any incidents involving vehicle accidents, vehicle related personal injury incidents, personal incidents involving drives of duly authorized chartered vehicles, etc. that CNGC or such incidents CNGC may require. Such reports will be taken from Incident Report Forms. Licensee shall be responsible for activities and conduct of such individuals while on the premises. The responsibility for suitable methods of operation shall rest at all times with the licensee.



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CHAPTER:	Rules and General Accountability	CHAPTER #:	III
SUBJECT:	Drug and Alcohol Testing	SECTION –SUBSECTION:	J
EFFECTIVE DATE:	03/05/2012	SUPERSEDES MATERIAL DATED:	07/28/2008
APPROVED BY:		DATE:	02/29/2012

PURPOSE

The Cherokee Nation Gaming Commission (CNGC) is committed to providing a work environment free from the effects of illegal drug use as a part of individual licensing, vendor and facility licensing.

SCOPE

This Section shall be implemented and monitored in accordance with CNGC Gaming Licensing Rules and Regulations and Cherokee Nation Entertainment (CNE) Policy and Procedures for Substance Abuse and Drug Testing CNB-CORP-210. It shall ensure that all license applicants and employees are properly tested and investigated in order to meet licensing requirements to obtain and maintain a gaming license.

For the purposes of this Chapter, “illegal drugs” includes controlled dangerous substances or prescription drugs either used without a valid prescription or used other than as prescribed. Further, “license applicant” includes all positions requiring a permit and/or license as approved by the CNGC.

A. LICENSE REQUIREMENT

The CNGC strictly prohibits the unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance, or medically unauthorized use of prescription drugs, in the workplace or while engaged in the performance of their duties outside the workplace. Such unlawful activities are also prohibited during non-working hours, whether on or off the workplace premises. Abuse of alcohol on or off the premises is also prohibited to the extent that, in the opinion of the CNGC, it impairs the ability of the employee to perform on the job or threatens the reputation or integrity of the Cherokee Nation.

All license applicants shall be required to submit to and pass a drug test as a condition of obtaining an individual gaming permit and/or license. An applicant for any gaming license shall, at all times, have the burden of demonstrating to the CNGC, by clear and convincing evidence, that the applicant is eligible, qualified, and suitable to be granted and to retain the revocable privilege for which the application is made.

Each license applicant and employee must complete the CNE Substance Abuse and Drug Testing Policy Acknowledgement and Agreement Form, a copy of which shall be provided to CNGC.

B. DRUG TESTING

1. Applicants for any gaming license shall be required to submit to a drug test in accordance with the policy and procedures of CNE (CNB-CORP-210), Pre-Employment.
2. Existing employees are subject to random, post accident, and reasonable suspicion testing requirements, as defined in CNB-CORP-210.
3. Drug testing shall follow the procedures set forth under CNB-CORP-210 for Testing Procedures,
4. Management is required to perform random drug testing and shall provide a summary of the results to the CNGC Licensing department within seventy-two (72) hours of their receipt, or the next business day.
5. Results of post-accident and reasonable suspicion drug testing shall be provided to the CNGC Licensing department with twenty-four (24) hours of receipt, or the next business day.
6. Refusal by an applicant or employee to submit to a drug test shall be grounds for suspension and possible revocation of their license under random, reasonable suspicion, or post-accident testing.

C. POSITIVE TEST RESULTS – CONSEQUENCES

1. Pre-Employment
 - a. Applicants for a gaming permit/license must successfully pass a drug test prior to being hired by CNE.
 - b. Management must attest to a license applicant's successful completion of a drug test as provided for in the Application for Gaming License packet. The

results of the drug test shall be open to inspection by and/or a copy provided to the CNGC upon request.

2. Existing Employees

- a. Employees testing positive for illegal drugs shall have their permit/license immediately suspended and removed from the gaming premises, pending a CNGC license revocation hearing.
- b. Employees who are convicted or plead guilty or nolo contendere (no contest) to drug and/or alcohol related charges may be considered in violation of this regulation and may have their license suspended pending a revocation hearing before the CNGC.

3. License Suspension/Revocation

- a. The suspension and/or revocation of a gaming license shall be done in accordance with approved CNGC regulation.
- b. An employee whose license is revoked for prohibited drug and/or alcohol related activities will not be eligible for consideration for re-licensing for a period of eighteen (18) months,

D. TESTING QUALIFICATIONS

1. Testing Facility

A copy of each lab testing facilities' certification must be on file indicating that the facility and its personnel are qualified to perform drug testing.

2. Supervision / Managers

All licensed persons who supervise or manage employees shall be required to successfully complete a regular reasonable suspicion training course and a copy of each licensed person's initial and renewal certificate must be on file with the CNGC.

E. CONFIDENTIALITY OF RECORDS

1. All drug test results are confidential and shall be maintained as a part of the employee's permanent gaming license file.
2. Access to the gaming license file is provided for in 25 C.F.R., Title 4 of the Cherokee Nation Code Annotated, and any agreements there under.



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CHAPTER:	Rules and General Accountability	CHAPTER #:	III
SUBJECT:	Fraud	SECTION –SUBSECTION:	K
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

No person involved in the operation of any gaming activity authorized by these Cherokee Nation Gaming Commission (CNGC) Rules and Regulations or any administrative duty related to the conduct of gaming shall, directly or indirectly, employ any device, scheme, or artifice to defraud or otherwise compromise the integrity of the gaming activity.



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CHAPTER:	Rules and General Accountability	CHAPTER #:	III
SUBJECT:	Insurance	SECTION –SUBSECTION:	L
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

During the term of this license, licensee shall, as an operating expense, maintain public liability insurance in full force and effect for the express purposes of covering and satisfying tort claims. The insurance shall have liability limits of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for any one person and Two Million Dollard (\$2,000,000.00) for any one occurrence for personal injury, and One Million Dollars (\$1,000,000.00) for any one occurrence for property damage, hereinafter the “limit of liability”, or the corresponding limits under the Governmental Tort Claims Act, whichever is greater. No tort claim shall be paid, or be the subject of any award, in the excess of the limit of liability.

The insurance policy shall include an endorsement providing that the insurer may not invoke tribal sovereign immunity in connection with any claim made within the limit of liability if the claim complies with the limited consent provision.



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CHAPTER:	Rules and General Accountability	CHAPTER #:	III
SUBJECT:	Outside Employment	SECTION –SUBSECTION:	M
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

Unless proper written approval is obtained from the Cherokee Nation Gaming Commission (CNGC), no person employed in the conduct of gaming operating under a license shall be employed under any other license authorized to operate under this Rule.



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CHAPTER:	Rules and General Accountability	CHAPTER #:	III
SUBJECT:	Gaming Operation – Human Resources	SECTION –SUBSECTION:	N
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/02/2007
APPROVED BY:		DATE:	07/28/2008

Licensee shall submit a listing of all current employees to Cherokee Nation Gaming Commission (CNGC) on a quarterly basis during each fiscal year, beginning at the start of the fiscal year (1 October).

Licensee shall comply with all Gaming Facility Personnel Policies and Procedures as approved by CNGC.



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CHAPTER:	Rules and General Accountability	CHAPTER #:	III
SUBJECT:	Price Fixing: Restricting Operations	SECTION –SUBSECTION:	O
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

No manufacturer, distributor or operator shall make any agreement either express or otherwise with any other manufacturer, distributor, or operator to fix the price of any items in connection with any of the activities authorized under these Rules and Regulations. The price of these items in a competitive market place shall be established by each manufacturer, distributor, or operator for products and services offered by each and shall not be established directly or indirectly in concert with another.

No manufacturer or distributor shall make or have an agreement or understanding with any licensee that either of them shall be restricted in the operation and carrying on of business to a specific geographic area of areas, and such restriction shall not be a condition of any sales between manufacturer, distributor, and nay other licensee, provided that this shall not prevent a distributor or manufacturer from assigning sales territories among its bona fide representatives.



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CHEROKEE NATION GAMING COMMISSION
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CHAPTER:	Financial Accountability	CHAPTER #:	IV
SUBJECT:	Records, Returns, and Audits	SECTION –SUBSECTION:	A
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

Pursuant to 4 C.N.C.A. § 31 and 25 CFR § 571.7, it shall be the responsibility of Cherokee Nation Gaming Commission (CNGC) to promulgate rules and regulations establishing proper accounting procedures and methods of operations for all licensees, so that all monies or things of value received and/or paid out may be properly monitored and accounted for. All licenses under this Rule shall be required to keep an approved accounting system, which shall comply with, but not limited to all applicable provisions of this Rule or reflect all business and financial transactions involved or connected in any manner with the operation and conducting of activities authorized by this Rule. CNGC may require by rule and regulation that all accounting procedures and methods be accomplished by the Cherokee Nation for any licensed gaming enterprise.

Books or records required by this section shall be kept at all times available for inspection by the CNGC’s representatives, and shall be maintained for no less than five (5) years.



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CHAPTER:	Financial Accountability	CHAPTER #:	IV
SUBJECT:	Accounting	SECTION –SUBSECTION:	B
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

In accordance with Title 4 of the Cherokee Nation Code Annotated, Cherokee Nation Gaming Commission (CNGC) is responsible for the proper accounting for all revenues received and monies distributed by the gaming operations. As such, it is CNGC’s responsibility for promulgating regulations pertaining to proper accounting procedures and methodologies and to ensure that the gaming operations establish accounting policies and procedures. Such procedures shall reflect all business and financial transactions involved or connected in any manner with the gaming operations.

The accounting system utilized by the gaming operations must be approved by CNGC. The accounting system must also comply with the applicable provisions of the Tribal-State Compact.



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CHAPTER:	Financial Accountability	CHAPTER #:	IV
SUBJECT:	NIGC and Tribal-State Compact Fee Payments	SECTION –SUBSECTION:	C
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	08/01/2007
APPROVED BY:		DATE:	07/28/2008

PURPOSE

In accordance with 25 C.F.R., Sections 514 and 571, gaming operations under the jurisdiction of the National Indian Gaming Commission (NIGC) are required to remit annual fees to the NIGC, payable on a quarterly basis. Title 4, Section 12(I)(4) and Sections J(2) and (7) of the Cherokee Nation Code Annotated requires the Cherokee Nation Gaming Commission (CNGC) to establish procedures to ensure compliance with NIGC regulations and requiring payment of annual fees and the filing of quarterly reports with NIGC.

Further, in Section 11 of the Tribal-State Compact, Cherokee Nation agrees to remit to the State of Oklahoma certain fees on compacted electronic and card games. Under the agreement, CNGC is charged with ensuring compliance with all Tribal-State Compact provisions. Applying Sections 12 and 31 of Title 4, CNGC is responsible for ensuring that all required compact fees are accurately calculated and remitted timely.

POLICY

It is the policy of CNGC, in accordance with Federal and Tribal law, the annual fee payments remitted to NIGC shall be made and documented as set forth in 25 C.F.R. and according to the procedures outlined in this Section.

PROCEDURE

A. NIGC FEE PAYMENTS

1. CNE shall development formulas and procedures subject to the approval of CNGC for calculating the appropriate feed due to NIGC under 25 C.F.R.

- a. Such formulas and/or procedures must adhere to the definition of Gross Gaming Revenue as defined by the American Institute of Certified Public Accountants (AICPA).
 - b. Formulas and/or procedures must also conform to the guidelines provided for by NIGC.
2. CNGC shall:
- a. Notify CNE management of the preliminary fee rate, as published in the Federal Register at the beginning of each fiscal year; similar notice may be provided upon official notification directly from NIGC.
 - b. Be responsible for transmitting any notices published by NIGC affecting and/or modifying the preliminary rate and/or setting the final rate.
3. CNE will be responsible for computing the required quarterly fee payment in accordance with the formulas provided in 25 C.F.R., Sections 514(b) and (c).
4. CNE will be responsible for preparing quarterly statements in conjunction with the fee payment calculations, which shall incorporate the requirements set forth in 25 C.F.R., Sections 514(b) and (c).
5. The quarterly statements (worksheet), corresponding fee payment calculations (backup documentation) are to be provided to CNGC for review and concurrence a minimum of twenty (20) days prior to the submission deadlines identified in 25 C.F.R., Section 514(c)(2).
6. CNGC will, within three (3) business days of receipt, review the statement and calculations and will notify CNE of any concerns and/or necessary corrections; if no concerns or corrections are necessary, CNGC will issue a written concurrence.
7. Once finalized, the quarterly statements and corresponding fee payment shall be submitted to NIGC by CNE in advance of the deadline date.
8. Copies of each statement, signed by CNE Chief Financial Officer, or his/her designee, and corresponding fee payment shall be provided to CNGC.
9. CNE and/or the external audit firm shall reconcile the quarterly fee reports with the audited financial statements with such reconciliation being provided to CNGC and made available to NIGC, upon request.
10. CNE is required to notify and copy CNGC on any correspondence received from NIGC regarding any adjustments required and the amount of credit/additional payment due, which shall be applied to subsequent quarterly fee payments.

B. EXCLUSIVITY AND STATE FEE PAYMENTS

1. CNE shall develop formulas and procedures, subject to the approval of CNGC, for calculating the appropriate fees due to the State under Section 11 of the Tribal-State Compact and/or the State Gaming Act.
 - a. Such formulas and/or procedures must adhere to the definition of Gross Gaming Revenue as defined by the Tribal-State Compact and/or the State Gaming Act.
 - b. Formulas and/or procedures must also conform to the guidelines provided for by the Tribal-State Compact and/or State Gaming Act.
2. CNE will be responsible for computing the required monthly fee payments.
3. CNE will be responsible for preparing monthly statements in conjunction with the fee payment calculations.
4. The monthly statements and corresponding fee payment calculations (backup documentation) are to be provided to CNGC and to the State Compliance Agency (SCA) concurrently.
5. Once finalized, the monthly statements and corresponding fee payment shall be electronically submitted by CNE in advance of the deadline date.
6. CNE is required to notify and copy CNGC on any and all correspondence received from SCA regarding any adjustments required and the amount of credit/additional payment due, which shall be applied to subsequent monthly fee payments.
7. Should CNE discover errors in the monthly fee calculation and the subsequent need for an adjustment to the amount paid after the payment has been remitted, CNE shall notify SCA and CNGC immediately. Likewise, should CNGC discover errors and a need for an adjustment, CNGC shall immediately notify CNE and SCA of the situation. Any necessary adjustments shall be made and clearly identified on the next month's payment and corresponding calculation documentation.
8. CNE will be responsible for submitting the annual oversight assessment fee in advance of the Tribal-State Compact anniversary deadline.
9. Copies of each statement, signed by the CNE Chief Financial Officer, or his/her designee, and corresponding fee payment shall be provided to CNGC.



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CHAPTER:	Financial Accountability	CHAPTER #:	IV
SUBJECT:	Credit	SECTION –SUBSECTION:	D
EFFECTIVE DATE:	1 November 2010	SUPERSEDES MATERIAL DATED:	7/28/08
APPROVED BY:		DATE:	7/15/2010

PURPOSE

The purpose of this section is to ensure that controls are well established and implemented for the various types of credit allowed by a licensed facility. Any credit extended and/or credit instrument accepted for cash access and/or wagering purposes must provide for policies that promote responsible gaming and problem gambling awareness.

SCOPE

This Section shall cover all credit extended and/or instruments accepted by a licensed gaming facility whether for cash access, wagering, or other business activities.

CREDIT / CASH ACCESS STANDARDS

- A. Credit may be extended and specified credit instruments accepted by the operation in accordance with procedures that provide for strict adherence to established controls and sound business practices, as approved by the Cherokee Nation Gaming Commission (CNGC).
- B. No person shall be granted a direct cash loan or gifts that require remuneration to the operation without prior approval, in writing from the CNGC.
- C. Check cashing, cash advances, and credit/debit card purchases are considered credit instruments and may only be accepted as approved.
 - 1. Personal checks, guaranteed drafts, government, payroll, and/or business checks may be accepted the licensed gaming facility for cash access and/or wagering purposes provided they are warranted by and in accordance with procedures established by a national check clearing firm, in accordance with the bank/issuer or credit service requirements, and/or as approved by the CNGC.

2. Major credit and bank debit cards may be accepted by the licensed gaming facility for cash access and/or wagering purposes only with proper identification and in accordance with the bank or credit service requirements. Automated Teller Machine (ATM) and Cash Access devices are exempt from identification requirements provided that adequate controls are established and the devices are operated in accordance with the bank/credit service requirements.
 3. Checks and/or cash received for services rendered or purchases made from the licensed gaming facility may be accepted provided they conform to proper billing and collection practices. The billing and collection functions shall be segregated.
- D. For credit extended to customers for services rendered and/or purchases made from the operation, a credit policy must be approved by the CNGC, which defines:
1. How credit is determined and/or limits calculated;
 2. What information is required of customers in order to determine the credit limits;
 3. Credit terms and conditions; and
 4. The collections methodology.
- E. Other than as previously provided for in this regulation, credit may not be extended for direct cash loans and/or wagering purposes, unless otherwise approved, in writing, by the CNGC.
- F. In addition to the requirements in this regulation, procedures for the acceptance of credit instruments must conform to the standards outlined in the CNGC Minimum Internal Control Standards (MICS) document.
- G. The operation must make a reasonable effort to collect any outstanding accounts receivable for credit extended and/or credit instruments accepted.
- H. Any third-party administrators of credit accounts or if outstanding credit accounts and/or instruments are transferred to collection agencies or other collection representatives, the vendor, agency, or representative may be subject to vendor licensing requirements.
- I. Access to credit information, outstanding credit instruments and written-off credit instruments shall be restricted to those positions which require access and are so authorized, in writing, by management and to the CNGC and/or National Indian Gaming Commission (NIGC), upon request.



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CHAPTER:	Financial Accountability	CHAPTER #:	IV
SUBJECT:	Title 31 Compliance	SECTION –SUBSECTION:	E
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

Cherokee Nation Gaming Commission (CNGC) is responsible for ensuring gaming operations comply with Title 31, the Bank Secrecy Act, which requires reporting of certain cash transactions and reporting of suspicious transactions. The gaming operations are required to develop a compliance program and system of internal controls that must be approved by CNGC.



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CHAPTER:	Financial Accountability	CHAPTER #:	IV
SUBJECT:	Review of Financial Data	SECTION –SUBSECTION:	F
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

PURPOSE

The purpose of this Section is to ensure Cherokee Nation Gaming Commission (CNGC) through the course of its duties will review internal and gaming facility financial data on a periodic basis to assist in identifying possible problem areas and areas requiring further investigation.

A. COMMISSION INTERNAL FINANCIAL DATA

In order to help ensure that the internal financial data of the CNGC is accurate, the CNGC Director will perform the following duties periodically:

1. Approve and monitor time reports for Cherokee Nation Gaming Commission employees.
2. Approve and monitor changes to payroll.
3. Review and approve purchases.
4. Review and question monthly financial statements, including comparing account balances to budgeted amounts.

B. GAMING ESTABLISHMENTS FINANCIAL DATA

In order to help ensure that the financial data of the Cherokee Nation gaming establishments is accurate, the CNGC Director will review and obtain from the gaming facilities the following reports periodically:

1. Yearly financial statements;

2. Monthly financial statements;
3. Daily, weekly, monthly and yearly Electronic Machine win reports by machine type, denomination, and area;
4. Daily, weekly, monthly and yearly Winner's Reports;
5. Daily, weekly, monthly and yearly Card/Table Games Reports;
6. Tribal-State Compact calculations;
7. Monthly and/or as required vendor analysis reports;
8. Payroll records; and;
9. Other reports/records identified by CNGC or CNGC Director.



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CHAPTER:	Financial Accountability	CHAPTER #:	IV
SUBJECT:	Internal Audit	SECTION –SUBSECTION:	G
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

Pursuant to 25 CFR Part 542 et. seq., Cherokee Nation Gaming Commission (CNGC) is required to maintain an Internal Audit department. The purpose and functions of the department are outlined in the Internal Audit Charter, under separate cover, that shall be approved by CNGC.

The Internal Audit department shall primarily report to the CNGC Commissioners, but will report to the CNGC Director on a daily basis for organizational work flow.

The Internal Audit department shall conduct the requisite compliance audits along with any organizational and/or financial audits as directed by CNGC Commissioners or at the request of the CNGC Director. The department shall also serve as a resource for special audits or investigations, as the need arises. The department shall also review other gaming operation related activities at the direction of the CNGC Commissioners or at the request of the CNGC Director.



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CHAPTER:	Financial Accountability	CHAPTER #:	IV
SUBJECT:	Internal Audit Charter	SECTION –SUBSECTION:	G 1
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

CHEROKEE NATION GAMING COMMISSION INTERNAL AUDIT CHARTER

PURPOSE

This Charter defines the purpose, authority, and responsibility of the Cherokee Nation Gaming Commission (CNGC) Internal Audit Department in accordance with the Standards for the Professional Practice of Internal Auditing and Federal and Tribal rules and regulations.

INTRODUCTION

Internal auditing is an independent appraisal activity established to examine and evaluate the activities of the gaming organization. The objectives of internal auditing are to assist CNGC and members of the gaming organization in the effective discharge of their responsibilities by furnishing them with analyses, appraisals, recommendations, counsel, and information concerning the activities reviewed and by promoting effective control at reasonable cost.

A. ROLE OF THE INTERNAL AUDIT DEPARTMENT

The Internal Audit Department is established by CNGC, and its responsibilities are defined by National Indian Gaming Commission’s (NIGC) Minimum Internal Control Standards and CNGC standards, policies and procedures. The director of Internal Audit will report administratively to the director of the CNGC and functionally to CNGC Commissioners.

B. AUTHORIZATION AND RESPONSIBILITIES

Authorization is granted for full and complete access to any facility licensed to conduct gaming by the Cherokee Nation, to include records (either manual or electronic), physical

properties, and personnel relevant to a review. Documents and information given to internal auditors during a periodic review will be handled in the same prudent manner as by those employees normally accountable for them.

Internal auditors have no direct responsibility or any authority over any of the activities or operations that they review. They should not develop and install procedures, prepare records, or engage in activities, which would normally be reviewed by internal auditors.

Recommendations on standards of control to apply to a specific activity may be included in a written report of audit findings and opinions, which is to be given to operating management for review, comment, and implementation.

C. DEFINITION OF AUDIT SCOPE

The scope of internal auditing shall encompass the examination and evaluation of the adequacy and effectiveness of the gaming organization's system of internal control and the quality of performance in carrying out assigned responsibilities. The scope may include, but will not be limited to:

1. Reviewing the reliability and integrity of financial and operating information and the means used to identify, measure, classify, and report such information.
2. Reviewing the systems established to ensure compliance with those policies, plans, procedures, laws, and regulations, which could have a significant impact on operations and whether the organization is in compliance.
3. Reviewing the means of safeguarding assets and, as appropriate, verifying the existence of such assets.
4. Reviewing and appraising the economy and efficiency with which resources are employed.
5. Reviewing operations or programs to ascertain whether results are consistent with established objectives and goals and whether the operations or programs are being carried out as planned.

D. REPORTING ACCOUNTABILITIES

1. Audit reports, when appropriate, will provide, within the scope of the audit work performed, a general evaluation of the system of internal control together with detailed findings, comments, and recommendations for improvement.
2. The audit findings will be reviewed at the conclusion of each audit with the appropriate management and, as required, with executive management.

Management's response to audit findings, evaluations, conclusions, and/or recommendations will be included in the final report. A thirty (30) day follow-up evaluation will be conducted on all compliance exceptions to determine if corrective action has been taken. It is the responsibility of management to follow up and ensure that progress is made toward correcting unsatisfactory conditions. It is the audit department's responsibility to report conditions and whether corrective action has taken place.

3. A final written report will be prepared and issued by the director of internal auditing following the conclusion of each audit and will be distributed as appropriate. A full copy of the final report will be forwarded to CNGC Commissioners through the director of CNGC.

4. In accordance with Title 4 of the Cherokee Nation Code Annotated, CNGC is responsible for the proper accounting for all revenues received and monies distributed by the gaming operations. As such, it is CNGC's responsibility for promulgating regulations pertaining to proper accounting procedures and methodologies and to ensure that the gaming operations establish accounting policies and procedures. Such procedures shall reflect all business and financial transactions involved or connected in any manner with the gaming operation. The accounting system utilized by the gaming operations must be approved by CNGC.

5. The accounting system must also comply with the applicable provisions of the Tribal-State Compact.



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CHAPTER:	Financial Accountability	CHAPTER #:	IV
SUBJECT:	External Audit	SECTION –SUBSECTION:	H
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

Pursuant to Section 31 of Title 4 of the Cherokee Nation Code Annotated, and in accordance with the Tribal-State Compact, Cherokee Nation Gaming Commission (CNGC) is responsible for ensuring that an annual independent audit is conducted for each gaming operation under the jurisdiction of CNGC. CNGC is also responsible for selecting the external auditor.

Pursuant to 25 C.F.R. Part 571 et. seq., the annual independent audit is required to be submitted to the National Indian Gaming Commission (NIGC) no later than one-hundred twenty (120) days after the end of the gaming operation’s fiscal year. The annual independent audit reports are required to be submitted to the State Compliance Agency (SCA) no later than one-hundred fifty (150) days after the end of the gaming operation’s fiscal year.



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CHAPTER:	Financial Accountability	CHAPTER #:	IV
SUBJECT:	Electronic Gaming Machine Jackpot Liabilities	SECTION –SUBSECTION:	I
EFFECTIVE DATE:	05/02/2012	SUPERSEDES MATERIAL DATED:	
APPROVED BY:		DATE:	05/02/2012

A. Purpose

The purpose of this regulation is to assure the accuracy, financial accountability, and appropriate use of jackpots and promotional awards connected to electronic game play. Jackpots and/or promotional prizes connected to the play of electronic gaming machines (EGM) are normally controlled by the casino operation over the long-term and are typically programmed to provide a specified and/or increased hold percentage to the casino.

B. Scope

This regulation applies to those jackpots and/or promotional awards connected to electronic game play.

C. Definitions

1. **Base Amount** – the guaranteed starting amount of the jackpot prior to any additional contributions; the base amount is usually funded exclusively by the casino.
2. **Contribution Rate** – for progressive pools, the rate or amount contributed from each wager or specific wager type.
3. **Incremental Amount** – the difference between the amount of a progressive jackpot and its base/seed amount (i.e. amounts added as the result of wagers).
4. **In-House Progressives (IHP)** – progressive jackpots administered and controlled within a single casino location, whether stand-alone or linked.
5. **Linked Progressive Gaming Device** – a “linked progressive” is two (2) or more gaming devices that offer common progressive jackpot(s) which are linked to a progressive controller within a single casino location.



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6. **Seed Amount** – the starting and/or additional amounts programmed into the electronic gaming device/controller which should include, at a minimum, the base amount and may include additional contributions, transfers from removed/retired in-house progressives, and/or promotional awards; those amounts programmed into the progressive controller in excess of incremental amounts added from wagers.
7. **Stand Alone Progressive Gaming Device** – a stand-alone progressive gaming device is a single progressive game that is not part of any link or does not share participation.
8. **Wide Area Progressives** – multi-site progressive gaming devices that are interconnected in more than one (1) casino; the purpose of a multi-site progressive system is to offer common progressive jackpot(s) at all participating locations.

D. Non-Progressive Jackpots

For single machine non-progressive jackpots or participation games with predetermined jackpots based upon specified payout percentages and/or structures, the casino operation should charge the jackpot to revenue when the jackpot is paid provided the machine is operating within the pre-approved payout tolerances programmed into the machine.

E. Promotional Awards

Promotional awards added to or used in place of a machine jackpot or other award that is contingent upon game outcome, must be pre-approved by the Cherokee Nation Gaming Commission (CNGC). Submission for approval must include procedures for accounting treatment, list of game(s) affected, and adjusted payout percentage.

F. In-House Progressives

For single machine progressive jackpots and local area progressive jackpots, also referred to as In-House Progressives (IHPs), the casino operation:



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1. May charge base jackpots and/or other casino contributions to revenue ratably over the period of play expected to precede payout, or may charge to revenue when established, or, if immaterial, may charge to revenue when the jackpot is paid. If accrued and there is any remaining portion not charged to revenue when the jackpot is paid, the remaining casino contributions shall be charged to revenue at that time. If casino contributions are accrued and the IHP is removed/retired those funds may be credited back to revenue. All casino contributions must be clearly identified when recording the transaction.
2. Shall accrue incremental amounts and any other player contributions over the period in which the amounts are generated and/or applied to the progressive device(s).
3. Shall at least once a day, record the amount shown on each progressive jackpot meter at the licensee’s establishment. Explanations for meter reading decreases must be maintained with the progressive meter reading sheets, and where the payment of a jackpot is the explanation for a decrease the licensee shall record the jackpot payout form number on the sheet or have the number reasonably available.
4. Shall review daily recorded meter readings for reasonableness, investigate large and/or unusual readings and correct, as required, to ensure that contribution rates are accruing appropriately and/or that all adjustments (increases/decreases) are supported. Investigations and any adjustments made to the meters as a result, shall be documented and made available to the CNGC upon request.
5. Shall reconcile the Jackpot Liability account(s) at least monthly and clearly identify the progressive device and its status (i.e., active or inactive/retired).
6. Any casino contributions (base/seed) must be clearly documented prior to the jackpot being awarded. Any funds contributed which are not clearly identified shall be treated as player contributions.



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7. The casino operation, in conjunction with and as approved by the CNGC, shall develop and implement procedures sufficient to comply these requirements and ensure adequate tracking and accounting for active IHPs.

G. Removal/Retirement of IHP Games

1. If the casino operation desires to remove in-house progressive games/devices from the gaming floor before the progressive jackpot has been won, the final meters less any casino contributions (previously identified) must be transferred to another similar progressive device or other method of distribution that benefits those customers who funded the jackpot (i.e., EGM players from the location where the contributions were made), as approved by the CNGC.
2. Upon removal, distribution of all player contributions shall be determined within twelve (12) months of the date on which the progressive funds were retired from the floor.
3. If funds are designated for distribution as a promotional prize(s) or award(s), the period to distribute the funds identified must occur within a specified timeframe not to exceed the twelve (12) month timeframe specified in G (2).
4. The casino operation, in conjunction with and as approved by the CNGC, shall develop and implement procedures sufficient to comply with these requirements and ensure adequate tracking and distribution of retired IHP funds.

H. Allowable Distribution Methods for IHPs

For a distribution to a promotional prize or award:

1. The full amount of funds contributed by casino patrons shall be returned in the form of a promotional prize or award without any administrative expenses being removed to pay for any costs associated with the distribution method (e.g., funds



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cannot be used to pay for advertising, marketing related expenses, equipment rental, insurance, indirect costs, etc.).

2. Funds may not be used in lieu of funds previously budgeted for promotional or tournament events; retired progressive funds are to be “in addition to” rather than “in place of” funds identified for marketing/promotional purposes.
3. Retired gaming machine progressive funds cannot be used to fund promotional prizes or awards directed to customers of other wagering activities (e.g., card/table game players).
4. Funds may not be used to purchase or otherwise pay for low-point beer and/or alcoholic beverages as defined by the Cherokee Nation Tax Commission.
5. Upon designation and approval, funds used to purchase prizes and fund awards for promotional events shall be designated within the funding source for each marketing promotion.

I. Wide Area Progressives (WAPs)

1. For any Wide Area Progressive machine, the WAP provider shall provide the casino operation and the CNGC with site and/or host procedures required:
 - a. To verify primary and/or secondary jackpots;
 - b. To calculate and audit progressive contributions;
 - c. To determine jackpot payment method(s);
 - d. To calculate participation fees; and,
 - e. To ensure the integrity and financial accountability for the respective WAP



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(e.g., network architecture, security of storage media/logic areas/ports, surveillance requirements, etc.).

2. WAP primary jackpots are the responsibility of the WAP provider. Secondary jackpots shall be charged when the jackpot is paid provided the machine is operating within the pre-approved payout percentage tolerances programmed into the machine.



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CHAPTER:	Licensing	CHAPTER #:	V
SUBJECT:	License Mission and Purpose	SECTION –SUBSECTION:	A 1
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

Individuals, vendors, or facilities (Applicants) applying for a permit or license must meet standards set forth in the Indian Gaming Regulatory Act (IGRA), as amended, the National Indian Gaming Commission (NIGC) regulations, as amended, the Cherokee Nation Code Annotated Title 4 (Gaming Ordinance), as amended, the Tribal-State Compact, as amended, and other applicable laws and regulations, as amended. Applicants whose prior activities, criminal record, reputation, habits, and/or associations that may pose a threat to the public interest, shall not be eligible for a permit or license.

It is the duty and responsibility of each person associated with the gaming operation to conduct them selves with integrity, honesty, and in a manner necessary to reflect positively on the Tribe, its members, and the gaming operation. Applicants or licensees who fail to abide by these standards, or violate Cherokee Nation Gaming Commission (CNGC) rules, laws, or other applicable laws or regulations, are subject to CNGC sanctions including fines and suspension, denial, or revocation of the permit or license.

CNGC, in its regulation of gaming activity within the Cherokee Nation’s jurisdiction, shall have the power and authority to issue, oversee, and interpret statutes of licensing, as well as the ability to supplement statutes with its own regulations. CNGC is authorized to conduct background investigations on all individuals seeking employment in a gaming facility or who conduct business with the gaming operation. CNGC has the power to suspend, deny, revoke, and/or otherwise restrict an applicant from a permit or license for cause and/or issue a monetary fine based on violations within this document.



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CHAPTER:	Licensing	CHAPTER #:	V
SUBJECT:	License Structure and Definitions	SECTION –SUBSECTION:	A 2
EFFECTIVE DATE:	3/26/10	SUPERSEDES MATERIAL DATED:	10/27/08
APPROVED BY:		DATE:	2/09/10

PURPOSE

The purpose of this Section is to define terminology and provide structure for individuals and vendors applying for license with Cherokee Nation Gaming Commission (CNGC) in accordance with standards set forth by National Indian Gaming Commission (NIGC) and the Tribal-State Compact.

SCOPE

This section applies to individuals and vendors who seek a license from CNGC to work for or conduct business with Cherokee Nation Entertainment (CNE) gaming operations. The applications for licensing shall be presented to with a notation of the type of license an applicant is requesting based on the definition and structure in this Section. These definitions and structure shall represent CNGC’s direction in licensing for this Chapter.

A. DEFINITIONS

Class A License – All vendors providing a good or service, part, or maintenance of a gaming system regardless of the amount or level of business conducted to include but not limited to the following: access or service to vault, main cage, cashiers, kiosk, surveillance or other restricted access areas of the casino; cash handling devices, ATM’s, redemption kiosks, cash transport; server rooms, servers, and cabling or software.

Class B License – All vendors who provide goods and services in the amount of Twenty –five Thousand Dollars (\$25,000.00) or more per fiscal year or who has received at least Twenty-five Thousand Dollars (\$25,000.00) for goods and services provided to the gaming operation in any consecutive twelve-month period within the immediately preceding twenty-four month period or any person or entity who provides through sale, lease, rental or otherwise covered games, parts, maintenance, or service in connection therewith to the tribe or gaming operation in any twelve month period that are not tied to gaming and defined as a Class A Vendor.

Class C License – All vendors and/or vendor agents needing access to the gaming facilities in a work capacity but who are not paid directly by CNE and/or provide games, table games, software or devices for evaluation and approval prior to purchase.

Covered Game Employee(s) – those employees working for the gaming facility in Key, Primary Management Official (PMO) position, or any individual employed by the CNE gaming operation or a third party providing management services to the gaming operation, whose responsibilities are directly connected with gaming activity including maintenance or management of covered games, having influence over gaming related decisions, require or authorize access to areas related to gaming, maintenance, and the storage of gaming materials, and/or impacting the operations of gaming activity. The gaming operation may, at its discretion, include other persons employed at or in connection with the gaming operation within the definition of covered game employee; however this shall not include upper level tribal employees or tribe's elected officials so long as such individuals are not directly involved in the operation, maintenance, or management of gaming.

Conviction – any plea of guilt or of nolo contendere (no contest) or a finding of guilt by a court and/or jury, including findings of guilt resulting in suspended sentences, but does not apply to deferred sentences that were successfully completed, expunged records, and/or pardons. Note: this definition does not prevent CNGC from considering an applicant's history, associations, or behavior (i.e. character) when deciding on a gaming license.

Gaming Operation/Facility – any premises, buildings, facilities, improvements, and/or equipment used or maintained in connection with the conduct of gaming, including but not limited to the storage of gaming equipment and/or materials and directly tied to the gaming operation/facility on trust land.

Operational Employee (s) – those employees working for the gaming facility in positions having responsibility for casino/tribal assets or that are indirectly associated with gaming activity. These employees are not subject to the provisions of the Tribal-State Compact Section 10.

Vendor(s) – those individuals or entities conducting business with the gaming facility, directly or indirectly, that provides or is likely to provide at least Twenty-five Thousand Dollars (\$25,000.00) in goods or services to the gaming operation in any twelve-month period, or who has received at least Twenty-five Thousand Dollars (\$25,000.00) for goods and services provided to the gaming operation in any consecutive twelve-month period within the immediately preceding twenty-four month period or any person or entity who provides through sale, lease, rental or otherwise covered games, parts, maintenance, or service in connection therewith to the tribe or gaming operation at any time and in any amount, shall be licensed by CNGC prior to the provision of the goods or services. Attorneys and/or certified

public accountants and their firms shall be exempt from the licensing requirement herein to the extent that they are providing services covered by their professional licenses.

Vendor Access Passes – All persons entering any gaming facility on behalf of a vendor in a work capacity, who do not individually hold a Class A, B, or C License.

Vendor Agent(s) – those individuals entering any gaming facility on behalf of a vendor in a work capacity.

B. STRUCTURE

1. Structure for Individual License

The applications for individual licensing shall be presented to CNGC with a notation of the type of license an individual is requesting based on the definition and structure in this Section. The structure of licenses as described below shall represent the types of licensing for this Chapter:

Provisional Permit – Issued to all applicants prior to their initial background investigation. A Provisional Permit remains valid until a Temporary Permit or license is issued. This permit is issued to maintain integrity of the casino, pending the results of an acceptable background investigation. The permit may be withdrawn or suspended at any time by CNGC without notice, hearing, or right to appeal

Operational Employee(s) – Non Gaming: Applicants for employment eligible for an Operational Employee License are those not deemed to be a Key Employee or Primary Management Official by the CNGC.

Covered Gaming Employee(s) – Key or Primary Management Official Gaming License

Applicants for employment eligible for a Key Gaming License include, but are not limited to these areas: Security, surveillance, clerks, leads, dual rates, cashiers, callers, tournament blackjack dealers, card game dealers, table game dealers, poker dealers, bartenders, cocktail servers, customer service representatives, audit, marketing, accounting, human resources, machine technicians, information systems, simulcasting cashiers, and inventory control.

Applicants for employment eligible for PMO Gaming License, include, but are not limited to: General Manager, gaming managers, supervisors, and corporate management, such as the CEO, Vice President, Director, and CNGC staff and its Commissioners.

Temporary Permit – Issued to applicants after their initial background investigation results are verified. This permit is issued to all employees and it is considered valid until replaced by a license or until a license is suspended, denied, or revoked.

Suitability Determination for Individuals– Pursuant to receiving acceptable background investigation results, an applicant may be found suitable for permit or license.

License – If an employee’s background investigation is found to be acceptable and no objection is raised during the statutory comment period on the Suitability Determination, covered gaming employees may receive a license valid for a one (1) year period, pursuant to standards in this Chapter. Operational Employees may receive a permit or license valid for a two (2) year period, pursuant to standards in this Chapter.

Renewal License – Issued every year based on the approval date of covered gaming employee(s) license expiration and every two years based on the approval date of operational employee(s) permit or license expiration.

Conditional Permit or License –CNGC may place restrictions or conditions on permits or licenses based on background investigation findings and at its discretion. Those conditions will be issued to the licensee and CNE in writing with deadlines and desired results before final action is taken on any permit or license.

2. Structure for Vendor License

CNGC shall issue the following types of licenses to each vendor and its individual vendor agents who require regular access to any licensed gaming facility. The applications for vendor licensing shall present to CNGC the type of license a vendor is requesting based on the definition and structure in this Section. The structure of licenses as described below shall represent the types of vendor license for this Chapter.

Temporary Class A License – Issued to all vendor applicants on conditional status upon receipt of the completed “Vendor License Application” form and required fees. A Temporary Class A License is effective for ninety (90) days from the date of issuance to allow for immediate access to gaming operations until the Application Packet processed.

Temporary Class B License – Issued to all vendor applicants on conditional status, who meet the standards described in Class B License definitions provided in this Chapter, upon receipt of the completed “Vendor License Application” form and required fees. A Temporary Class B License is effective for ninety (90) days from the date of issuance to allow for immediate access to gaming facility until the Application Packet is processed.

Suitability Determinations for Vendors and/or Vendor Agents – Pursuant to receiving acceptable a background investigation results, an applicant may be found suitable for Temporary Class A or B License.

Authorized Class A License - Provided that background investigations are found to be acceptable for the vendor and its vendor agents, an Authorized Class A License will be issued for a period of one (1) year if CNGC determines that the business, its principles, and its employees/agents are found to be in good standing.

Authorized Class B License – Provided that background investigations are found to be acceptable for the vendor and its vendor agents, an Authorized Class B License will be issued for a period of two (2) years if CNGC determines that the business, its principles, and its employees/agents are found to be in good standing.

Authorized Class C License – An Authorized Class C License will be issued for a period of one (1) year.

Renewal License(s) –

- a. Class A License is reissued every year based on the approval date.
- b. Class B License is reissued every two (2) years based on the approval date.
- c. Class C License is reissued every year based on the approval date.

Rights, Limitations and Disclaimers of Vendor Licenses –

- a. A vendor that holds a license issued by CNGC shall not acquire and is not deemed to acquire a vested property right.
- b. The application for, or the issuance of, a vendor license shall not constitute a guarantee of business with the gaming operation.
- c. CNGC may halt the vendor licensing process or suspend a vendor license issued at its sole discretion, with or without cause.



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CHEROKEE NATION GAMING COMMISSION
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CHAPTER:	Licensing	CHAPTER #:	V
SUBJECT:	Individual Licensing Process and Standards	SECTION –SUBSECTION:	B 1
EFFECTIVE DATE:	05/01/13	SUPERSEDES MATERIAL DATED:	3/26/10
APPROVED BY:		DATE:	03/06/13

PURPOSE

The purpose of this Section is to implement all necessary requirements pursuant to Federal, State and Tribal law relating to conducting background investigations and setting suitability standards for the granting and issuance of individual gaming licenses.

SCOPE

This Section applies to all levels of licensing for individuals employed at a gaming facility, that may work in a gaming facility, or that have responsibility for gaming facilities, assets, and activities, including employees and officials hired prior to the effective date of these Policy and Procedures as well as persons applying for such positions after said date.

A. LICENSE REQUIREMENT

1. No person shall be employed by a gaming operation/facility licensed by Cherokee Nation Gaming Commission (CNGC) or allowed unescorted access to restricted areas without a temporary permit and/or license duly issued by the CNGC pursuant to the provisions of this Section.
2. Individual License Badge

The CNGC shall issue a formal license badge, which shall represent the type of temporary permit or authorized license approved by the CNGC based on the application submission. The CNGC shall solely issue all individual badges:

- a. Temporary Permit
- b. Key Employee License
- c. Primary Management Official License
- d. Commission License for the Gaming Commission

- e. Operational Employee Licenses
 - f. Other license/permit types authorized by the CNGC
3. All badge types shall contain the following:
- a. a photograph of the licensee;
 - b. the employee's first name;
 - c. the employee's identification number;
 - d. the job title; and,
 - e. the date of issuance for any permit and/or the date of expiration for any license.
4. The badge shall be:
- a. Worn at all times while on duty in the facility unless otherwise approved by the CNGC;
 - b. Worn in plain view on the upper front torso above the waistline;
 - c. Not covered by any other badges or items, e.g. pins, stickers, buttons or pictures ;
 - d. Maintained valid and current until separation of employment or a transfer of job positions;
 - e. Returned to the CNGC upon any status change (expiration, position, name change, suspension or termination);
 - f. If lost, be reported to the CNGC Licensing Department immediately with a written request for a replacement badge at the individual cost outlined in the CNGC approved License Fee Structure ; and,
 - g. Shall only be used for work related duties within facilities under the jurisdiction of the CNGC.
5. A person that holds a permit/license issued by the CNGC under this Chapter shall not acquire and not be deemed to acquire a vested property right or any other right by means of said issuance.

B. CONDITIONS OF ISSUANCE

1. The CNGC shall utilize but is not limited to the following conditions of issuance when reviewing applicants for a licensing determination. These conditions of issuance shall apply to all levels of individual licensing unless otherwise noted.
2. Applicants whose prior activities, criminal record, reputation, habits, and associations that may pose a threat to the public interest, as deemed by the CNGC, in accordance

with effective regulations of gaming, or creates or enhances the dangers of unsuitable, unfair, or illegal practices, methods, and activities in the conduct of gaming shall not be eligible for a permit or license with the gaming operation.

3. Temporary Permits

- a. No person shall be employed by a gaming operation/facility or allowed to have access to a restricted area without a temporary permit duly issued by the CNGC.
- b. A temporary permit may be issued to applicants pursuant to Section B in this Chapter after the following requirements are met;
 - i. The preliminary background investigation results obtained by the Employee Services Department are verified and acceptable based on the conditions of issuance;
 - ii. The completed CNE employment application is received;
 - iii. The completed license or permit application and all required documents are received as applicable; and,
 - iv. The fingerprints for a covered gaming license are obtained by the CNGC.
- c. This permit shall be issued and remain valid pending the final investigation results from the FBI and suitability determination by the CNGC for an individual license.
- d. The Temporary Permit shall not create any property rights and/or a right to continued employment, and may be withdrawn or suspended at any time by the CNGC without notice, hearing or the right to appeal.
- e. The withdrawal or suspension of the Temporary Permit shall not constitute a denial of or other action on the individual license application.

4. Applications

- a. The CNGC shall not consider an applicant under the age of eighteen (18) years old for any positions at the gaming operation
- b. The CNGC shall not consider an applicant employed by Cherokee Nation Entertainment (CNE) who has not successfully completed a pre-employment drug test and pre-employment screening in accordance with the CNE substance abuse policy and the CNGC substance abuse regulation.
- c. The CNGC shall not consider any applicant unless the applicant has completed and submitted the proper application with all required forms, release, and other

submission requirements, as applicable and as set forth by the CNGC in this Chapter.

- d. The Employee Services Department shall provide a complete individual permit or license application to the CNGC in the manner prescribed in Section E of this Chapter at orientation.
 - e. Applicants have the burden of demonstrating to the CNGC, by clear and convincing evidence that the applicant is eligible, qualified, and suitable under the standards set forth in this Chapter to be granted and/or retain the revocable privilege of a permit or a license for which the application is made.
 - f. The CNGC may not consider an individual applicant that has previously been found to be non-compliant or who has had a license denied, suspended or revoked by any other jurisdiction's licensing or regulatory body involving gaming activities.
 - g. The CNGC shall not consider any applicant that has knowingly and/or intentionally omitted and/or falsified any of the documentation requested under this Chapter.
 - h. An applicant's failure to provide the CNGC with the requested documentation by a given deadline may impact the ability for an applicant to receive a permit or license.
5. Credit Report – Applicable to Covered Gaming Licenses only.
- a. An individual applying for a covered gaming license shall be subject to a credit report in association with the background investigation.
 - b. An applicant with an unacceptable credit report may be ineligible to acquire a Key Employee or Primary Management Official license.
 - c. A credit report may be deemed unacceptable or warrant further investigation if it contains findings including, but not limited to, the following:
 - i. An incident of Bankruptcy, Repossession, or Foreclosure in the last year from the date of hire;
 - ii. A finding of delinquency, notice, or lien filed against the individual for non-payment of federal, state, or local taxes and/or regulatory fees, federal student loans, and/or child support payments; and;
 - iii. A finding of excessive past due unsecured credit accounts, including collections, totaling more than \$20,000, excluding medical and student loan accounts for an individual applicant.

- d. Individual applicants may be contacted to obtain additional details regarding any information contained in their credit report. An applicant shall submit a written response within a designated timeframe to the CNGC outlining justification of credit report findings, if requested.
- e. An applicant's failure to provide the CNGC with the requested credit documentation by a given deadline may impact the ability for an applicant to receive a permit or license and shall result in immediate license suspension until the response is received.

6. Criminal History

- a. The CNGC may not consider an individual covered gaming applicant based on, but not limited to, the following:
 - i. Conviction of or plea of no contest or guilty to a Felony charge at any time;
 - ii. Any felony conviction or an offense related to any covered games, gaming systems or other gaming activity per the Tribal-State Compact Part 10 (A) (6) (a).
- b. The CNGC shall review and verify all misdemeanor and felony charges for any individual license applicant. The applicant has the burden of proof and may be called upon to present documentation for consideration when addressing a reported criminal charge.
- c. The CNGC shall exercise due diligence to document an applicant's history to the extent practicable and apply procedures outlined in Section C and the Appendix of this document concerning any negative determinations.
- d. An applicant's failure to provide the CNGC with documentation of their criminal history in accordance with the application by a given deadline may impact the ability for the applicant to receive a temporary permit or license.

C. BACKGROUND INVESTIGATION PROCEDURES

Prior to issuing a permit or license, the CNGC shall conduct a background investigation in accordance with the provisions of this Section.

1. Privacy and Access to Information

Pursuant to Title 4 C.N.C.A. § 12 (G), (H), (I); § 43; 25 U.S.C. § 2701 *et seq.*, and; 25 CFR § 571.3, all information submitted to or obtained by the CNGC during the course of licensing is accessible only to the CNGC and its duly designated representatives and as

requested by federal and state regulatory agencies. All requests or demands from other parties for original documents, document copies, or document viewing shall be denied unless compelled by subpoena issued by a court of competent jurisdiction. The CNGC reserves the right to release information as required by 25 CFR § 571.3 to investigate possible incidents of crime, such as fraud and misrepresentation.

2. Training and Orientation Process

During orientation, CNGC agents shall provide all individuals with materials on the CNGC structure, rules and regulations in regards to their individual permits and/or licenses and the background investigation procedures and requirements set forth in this chapter.

3. Licensure Fee Structure

- a. The CNGC, at its sole discretion, shall adopt and/or modify the Licensing Fee Structures for individuals.
- b. The licensure fee structure shall be based on the type of license and shall be communicated to the operation's Employee Services Department and to the individual license applicants.

D. SCOPE AND SOURCES OF BACKGROUND INVESTIGATION

1. The CNGC shall conduct a thorough investigation into the applicant's background including education, work history, reputation, character, criminal record, and all other areas listed in Title 4 C.N.C.A. § 44, the Tribal-State Compact Part 10, and in the NIGC regulations, as amended.
2. The CNGC may contact all appropriate federal, tribal, state, county, and city agencies and may utilize investigative agencies to obtain driver's license history, credit history, criminal history, professional or occupational license history or status, or any other relevant information in accordance with this Section to determine the applicant's suitability.
3. The application as submitted based on Section E of this Chapter shall be thoroughly reviewed for completeness in conjunction with the Conditions of Issuance in Section D of this Chapter.
4. For individual licensing, FBI Criminal History Record Information shall be accessible only to the CNGC and the NIGC for the determination of license eligibility.
5. The CNGC may contact the applicant and/or the gaming operation's Employee Services department at any time and request clarification and/or additional

information pertinent to the inquiry into the applicant's background and the gaming operation's application, and the applicant shall respond to any such request within the timeframe designated by the CNGC.

6. Failure to provide the CNGC with the requested documentation by the given deadline may impact the applicant's ability to receive a permit or license.

E. APPLICATION SUBMISSION

The CNGC shall conduct a background investigation on any application for employment with or by a gaming operation/facility licensed by the CNGC. As such, individuals are required to submit an application for a permit or license.

1. Privacy Act Notice

The following notice shall be on the Covered Gaming License application:

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

The disclosure of your Social Security Number (SSN) is voluntary. However, failure to supply a SSN may result in errors in processing your application.”

2. Notice Regarding False Statements

The following notice shall be on the Covered Gaming License application:

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

3. All applicants are required to submit the required information for the licensing type for which the applicant is applying. Applicants shall be reviewed and a background investigation conducted based on the type of application submitted.
4. All applicants shall provide information as requested by the CNGC, to cooperate with the CNGC in investigations, hearings, enforcement, disciplinary actions, and to comply with all of the CNGC's conditions, restrictions, requirements, orders, and rulings.
5. All applicants shall have a continuing duty to notify the CNGC within ten (10) calendar days of a material change in the information originally submitted by the applicant, or a change in circumstances, which may render the applicant ineligible, unqualified, or unsuitable to hold a permit or license pursuant to this Chapter. Examples of a material change are as follows:
 - a. Any arrest or criminal charges filed;
 - b. Civil suits to which the applicant is named a defendant;
 - c. Address changes, and;
 - d. Name Change.
6. **Application Packet for Individual Licensing for Covered Gaming Licenses**
 - a. Authorization for Release of Documents – an individual applicant shall be required to complete and execute a release form authorizing the CNGC to obtain personal files, records, and other documents or information pertinent to the background investigation that shall be notarized at the time of completion. .
 - b. CNGC Covered Gaming Individual License Application – an individual applicant will be required to complete and submit a CNGC application in addition to the gaming operation's application for employment. This application must be completed before submission to the CNGC. The application shall conform to the requirements in U.S. Code, Title 18, § 1001; 25 C.F.R. § 556.2 and 556.3 by indicating the Privacy Act and violation of providing false statements on the application.
 - c. Submission of the application, with signature, indicates that the individual has read and completely understands the licensing standards set forth in Section B of this document and understands the requirements for maintaining a permit and/or license duly issued by the CNGC.
 - d. Gaming Operation Applicant Authorization – an applicant shall authorize the gaming operation to submit the CNGC application on their behalf. The gaming operation shall be required to verify and submit the CNGC application on all required individuals before a temporary license can be issued. The following must accompany the CNGC Application through the use of the CNGC Transmittal Form described in the Appendix to this document.

- i. The original, completed and signed gaming operation application for employment;
- ii. The submission of any relevant documentation furnished by the applicant in connection with the CNGC or gaming operation application;
- iii. The original notarized Authorization for Release of Documents;
- iv. A digital photograph;
- v. Copy of Social Security Card, if unavailable a written explanation;
- vi. Copy of CLEET certification, if applicable;
- vii. Copy of CDIB or Tribal Membership card, if applicable;
- viii. Copy of valid driver's license, if unavailable a copy of state ID with written explanation;
- ix. Copy of the applicant's birth certificate or passport or immigration paperwork;
- x. Copy of any license issued to the applicant by any tribal, state or federal licensing and/or regulatory agency; and,
- xi. Copy of DD-214 (military history), if applicable.

7. Verification of Application for Covered Gaming Licenses

Upon receipt of the Individual Application Packet, the CNGC shall conduct an inquiry into the accuracy and truthfulness of the information contained in the packet, including but not limited to the following requirements:

- a. Full name with any and all aliases (oral or written);
- b. Place and date of birth and citizenship;
- c. Social Security Number(s);
- d. Gender and all languages (spoken or written);
- e. Business and employment positions and any ownership interest in such businesses, those businesses and residence addresses with drivers license numbers, currently and for at least the past ten (10) years;

- f. Residential and business addresses and phone numbers currently and for the past ten (10) years;
 - g. Reputation record based on the name, phone number, and current addresses of at least three (3) personal references who are not related to the applicant;
 - h. Current or previous business or employment relationships, including ownership interests with Indian tribes;
 - i. Current or previous business or employment relationships, including ownership interests with the gaming industry generally;
 - j. Name, phone number, and address of any licensing or regulatory agency with which the applicant has filed an application for permit or license related to gaming, whether or not such permit or license was granted;
 - k. Educational background;
 - l. Credit history;
 - m. Military Service History, if applicable;
 - n. Criminal history for all convictions, whether classified as a felony or misdemeanor as well as all criminal charges which may not have resulted in a conviction, by contacting federal, tribal, state, city and county courts and/or law enforcement agencies and providing the name, phone number, and address of the court involved, the date, and case disposition. The CNGC requires copies of court documents regarding criminal findings, and;
 - o. Any other information which the CNGC deems relevant and/or which may be required by Indian Gaming Regulatory Act (IGRA), as amended, Title 4 C.N.C.A. § 44 (a), the Tribal-State Compact, or the National Indian Gaming Commission (NIGC)'s regulations, as amended.
8. An applicant's failure to provide the CNGC with the above documentation in accordance with the application, or within thirty (30) days of a request made by the CNGC, may result in an application being denied by the CNGC. Further, any intentional omission or misstatement of truth may result in the application being denied by the CNGC.
9. Fingerprint Process
- a. Individuals that apply as a covered gaming employee applicant shall be fingerprinted by authorized personnel or a recognized law enforcement agency using the NIGC fingerprints cards bearing the NIGC's ORI number for the tribe

or by utilizing the Federal Bureau of Investigation (FBI) Electronic Fingerprint process controlled and maintained by the CNGC.

- b. Covered gaming employee applicants are required to submit fingerprints on the electronic system during orientation or at designated schedules set by the CNGC. Fingerprints must be obtained by the CNGC before the applicant is eligible to receive a temporary license. The CNGC shall use the NIGC to process fingerprints through the FBI, pursuant to the Memorandum of Understanding by and between the CNGC and the NIGC, and in accordance with applicable the NIGC and the FBI guidelines.

10. Application Packet for Individual Licensing for **Operational Permits**

- a. Authorization for Release of Documents – an individual applicant shall be required to complete and execute a release form authorizing the CNGC to obtain personal files, records, and other documents or information pertinent to the background investigation that shall be notarized at the time of completion. The release form shall conform to the form described in the Appendix to this document for these Rules and Regulations.
- b. CNGC Operational Permit Application – an individual applicant will be required to complete and submit a CNGC application in addition to the gaming operation’s application for employment. This application must be thoroughly completed before submission to the CNGC.
- c. Submission of the application, with signature, indicates that the individual has read and completely understands the licensing standards set forth in Chapter IV of this document and understands the requirements for maintaining a permit and/or license duly issued by the CNGC.
- d. Gaming Operation Applicant Authorization – an applicant shall authorize the gaming operation to submit the CNGC application on behalf of the applicant. The gaming operation shall be required to verify and submit the CNGC application on all required individuals before a temporary license can be issued. The following must accompany the CNGC Application through the use of the CNGC Transmittal Form.
 - i. The original, completed and signed gaming operation application for employment;
 - ii. The submission of any relevant documentation furnished by the applicant in connection with the CNGC or gaming operation application;
 - iii. The original notarized Authorization for Release of Documents;

- iv. A digital photograph;
- v. Copy of Social Security Card, if unavailable a written explanation;
- vi. Copy of CDIB or Tribal Membership card, if applicable;
- vii. Copy of valid driver's license, if unavailable a copy of state ID with written explanation;
- viii. Copy of any license issued to the applicant by any tribal, state or federal licensing and/or regulatory agency; and,
- ix. Copy of DD-214 (military history), if applicable.

11. Verification of Application for **Operational Permits**

Upon receipt of the Individual Application Packet, the CNGC shall conduct an inquiry into the accuracy and truthfulness of the information contained in said packet, including but not limited to the following requirements:

- a. Full name with any and all aliases (oral or written);
- b. Social Security number(s);
- c. Gender and all languages (spoken or written);
- d. Residential and business addresses and phone numbers currently and for the past ten (10) years;
- e. Reputation record based on the name, phone number, and current addresses of at least three (3) personal references who are not related to the applicant;
- f. Name, phone number, and address of any licensing or regulatory agency with which the applicant has filed an application for permit or license related to gaming, whether or not such permit or license was granted;
- g. Military Service History, if applicable;
- h. Criminal history for all convictions, whether classified as a felony or misdemeanor as well as all criminal charges which may not have resulted in a conviction, by contacting federal, tribal, state, city and county courts and/or law enforcement agencies and providing the name, phone number, and address of the court involved, the date, and case disposition. CNGC requires copies of court documents regarding criminal findings, and;
- i. Any other information which the CNGC deems relevant.

12. An applicant's failure to provide the CNGC with the above documentation in accordance with the application, or within thirty (30) days of a request made by the CNGC, may result in an application being denied by the CNGC. Further, any intentional omission or misstatement of truth shall result in the application being denied by the CNGC.

F. BACKGROUND INVESTIGATION REPORT

1. The CNGC is both required and responsible for submitting an investigation report on applicants for an individual permit or license within sixty (60) days after the date of hire.
2. Upon completion of the Background Investigation, including the fingerprint report, the CNGC shall prepare a confidential written report as provided for in the Appendix to this document, which shall set forth:
 - a. A description of the steps taken in conducting the background investigation;
 - b. An explanation of the results obtained;
 - c. A statement of the conclusions reached as to any exceptions, areas of concern or negative information obtained, and if none were obtained, a statement to that effect; and,
 - d. The justification for each conclusion so reached.

G. SUITABILITY DETERMINATION AND STANDARD

1. Based on the background investigation report relating to prior activities, criminal record, reputation, habits and associations, the CNGC shall make a finding as to the suitability for and individual permit and/or license within sixty (60) days of the date of the application. Pursuant to Title 4 C.N.C.A. § 45, the suitability standard shall be whether the individual:
 - a. Poses a threat to the public interest or to the effective regulation of gaming;
 - b. Creates or enhances the danger of unsuitable, unfair or illegal practices, methods and/or activities in the conduct of gaming; or,
 - c. Fails to meet the standards set forth in this document as a part of the conditions of issuance or the background investigation.

H. NON-SUITABILITY DETERMINATION AND HEARINGS

1. If the CNGC makes a determination that an individual does not meet the foregoing suitability standard or deems the applicant unsuitable at anytime, the CNGC shall prepare and certify a “Preliminary Finding of Non-Suitability for Licensing.”
 - a. A Notice of Hearing shall be hand delivered or mailed via certified mail to the applicant’s address provided to the CNGC, which shall inform the applicant of the date, time, and place of a hearing at which the applicant will be afforded an opportunity to appear to show cause why the Preliminary Finding of non-suitability should not be adopted by the CNGC and made final.
 - b. The Notice of Hearing shall advise the applicant that if the applicant fails to appear at the hearing and show cause, the Preliminary Finding of non-suitability will be adopted by the CNGC and a permanent and final finding and an order of denial or revocation of the applicants permit or license shall be entered without further notice.
 - c. If certified mail is returned as unclaimed, non-deliverable, or refused by the addressee, no further notice is necessary or required to be sent to the applicant by the CNGC and the notice shall be considered served.
3. The hearing shall be held in no less than five (5) and no later than thirty (30) calendar days after the date on which the Preliminary Finding of non-suitability was made. The hearing shall be conducted as provided for in Title 4 and/or as provided by the CNGC. At the conclusion of the hearing or as soon as practicable thereafter, the CNGC shall enter a final finding and order. The applicant seeking the license shall have the right to appeal such order in accordance with Title 4 C.N.C.A. § 19.
4. If the CNGC determines that the applicant is suitable for a permit and/or license, the CNGC shall proceed with the NIGC submission and provide notice to the State Compliance Agency (SCA), as applicable, for Covered Gaming Licenses.
5. The CNGC shall notify the applicant and the gaming operation of the determination, in writing, through hand delivery or via certified mail. If certified mail is returned as unclaimed, non-deliverable, or refused by the addressee, no further notice is necessary or required to be sent to the applicant by the CNGC and the notice shall be considered served.
6. The gaming operation shall not employ an individual who has not received a suitability determination and/or license within ninety (90) days of submitting the application pursuant to 25 C.F.R. § 558.3.

I. SUBMISSION TO THE NATIONAL INDIAN GAMING COMMISSION (NIGC)

1. If the CNGC finds an applicant suitable for a Covered Gaming License, the CNGC shall forward the investigation report and Suitability Determination to the NIGC.
2. The NIGC shall have thirty (30) business days to review the suitability determination and to request additional information or make any objections. If an objection is raised within the 30-day period, the CNGC shall reconsider the application and shall notify the NIGC of its decision. .
3. The CNGC may issue a license after submitting the investigation report and suitability determination to the NIGC. However, subsequent to submitting the suitability determination and the issuance of a license, should the CNGC receive an objection from the NIGC or new information that contradicts the conclusions reached in the suitability determination, the CNGC shall suspend the license pending a revocation hearing before the CNGC. The CNGC shall make the final determination and notify the NIGC of its decision.

J. SUBMISSION TO THE STATE COMPLIANCE AGENCY (SCA)

1. The CNGC shall forward quarterly licensing reports for covered gaming licenses to the SCA, pursuant to Part 10 of the Tribal-State Compact.
2. The SCA, at its discretion and expense, may conduct its own background investigation of an individual pursuant to Part 10 of the Tribal-State Compact.
3. The SCA shall notify the CNGC of any background investigation it initiates and, upon written request from the CNGC, shall provide the CNGC with the results of the investigation.
4. The SCA may object in writing to the employment of any individual by the gaming operation based upon the criteria set forth in Part 10 of the Tribal-State Compact.
5. The CNGC shall make the final determination of any applicant for a Covered Gaming License.

K. TRANSFERS

1. Individuals that transfer to a position within the same licensing level are not required to complete a transfer application with the CNGC; e.g. operational to operational or key to key. Notification must be sent to the CNGC in advance to the transfer and the individual must receive their new CNGC license prior to transferring.

2. Individuals may transition or transfer from an operational licensee to a covered game licensee through the operation's Employee Services policies and procedures. Notification for all transfers shall be provided in advance to the CNGC from the Employee Services Department. The following procedures shall be utilized and completed for transitions between different levels of licensing prior to the applicant transferring to a covered gaming position:
 - a. A supplemental application for a covered gaming license must be submitted with all additional required documents and fingerprints must be obtained pursuant to Section C, item 9 of this Chapter if the licensee is transferring to a covered game license position;
 - b. Background Investigation procedures shall be completed based on the new level of licensing as set forth in this Chapter; and,
 - c. A fee assessment shall be completed on the individuals transferring from an operational level to a covered game level for the difference in the license fee structure; however, a fee reduction will not occur for those individuals that transfer down to an operational level.
 - d. All transfers must meet with the CNGC to obtain their new CNGC permit or license at the weekly scheduled orientation or other time designated by the CNGC before transferring to the new position.

L. RENEWALS

Individuals are required to submit a renewal application. Notice of the renewal will be sent to Employee Services no less than sixty (60) days in advance to the licensee's expiration date for verification of the licensee's personal and personnel information. The CNGC shall review and investigate permits and/or licenses granted by the CNGC to determine validity of the suitability standard held by licensees, they shall not be employed without a valid permit and/or license duly issued by the CNGC pursuant to the provisions of this Section. After the issuance of a permit and/or license, the CNGC shall review the licensee's suitability by applying the same initial review procedures as stated in this Section. The following shall apply to the licensees:

1. Covered Game Employee Individual License

Individual licenses issued to covered game employees shall be renewed on an annual basis from the date of the original issuance by the CNGC.

2. Operational Employee Individual Permit

Individual licenses issued to operational employees shall be renewed on a bi-annual basis (2 years) from the date of the original issuance by the CNGC.

3. Continuing Reporting Responsibility

The licensee and/or Employee Services at each location are required to inform the CNGC at any time of the following:

- a. Any changes to contact information or mailing address through the use of a monthly report;
 - b. Any arrests or criminal charges regardless of type within ten (10) calendar days of the occurrence;
 - c. Any change to the legal name of the applicant by submitting the proper paperwork within five (5) calendar days of the employee service action; and,
 - d. Any change in job title or location prior to the transfer becoming effective; and,
 - e. Any change to the status of employment, such as transfers or status, within five (5) days of the employee service action.
4. If the CNGC makes a determination that a renewal licensee does not meet the foregoing suitability renewal standard, the CNGC shall prepare and certify a “Preliminary Finding of Non-Suitability for Licensing”. Such finding shall conform to the form described in the Appendix to this document.

M. REHIRE APPLICATION STANDARDS

1. An individual that separates from employment with the gaming operation and that is eligible to be rehired shall have their license deactivated by the CNGC. The following standards shall apply to those individuals:
 - a. If the individual returns to the gaming operation within six (6) months from the effective date of separation, the individual shall not be required to submit another application for licensing, unless otherwise directed by the CNGC. The CNGC shall review the individual file and make a determination on the license status dependent on the time frames of the background investigation, license approval, and/or separation. The following shall apply in consideration of the status:
 - i. The individual shall submit an updated contact form;
 - ii. If in the renewal process, the individual may be presented as a renewal;
 - iii. If a Temporary Permit has been issued, the individual may continue with the renewal process; or,

- iv. If the individual has not received a permit or license, then the determination shall be based on report time frames from the initial background investigation.
 - b. The applicant shall not be charged an application fee if the applicant meets the six (6) month guideline and based on the determination of the background investigation reports and report timeframes.
 - c. A fee will be charge for a replacement license or permit.
 - d. If an individual does not return within six (6) months from the date of separation, the individual will be required to submit a new CNGC application and the gaming operation will be required to verify and submit the application, pursuant to Section D of this Chapter.
 - e. The individual will be charged the standard licensing fee.
 2. An individual that involuntarily separates from employment with the gaming operation but that is subject to rehire must adhere to the following:
 - a. Complete a new Individual License Application pursuant to Section B of this Chapter regardless of the length of time of separation.
 - b. If the individual has returned after a period longer than six (6) months, may be considered for licensing in accordance with this Chapter.
 3. An individual that involuntarily separates from employment with the gaming operation and is not subject to rehire may not be considered for licensing by the CNGC.

O. REAPPLICATION AND RECONSIDERATION ON CNGC ACTIONS

1. An individual who has had his/her Individual License Application denied or revoked by the CNGC cannot reapply for a period minimum of one (1) year from the date of denial or revocation or as established by the CNGC, unless said application is made pursuant to the following:
 - a. An individual who has had his/her Individual License Application denied or revoked may submit a request for consideration provided the individual is able to present the CNGC with clear and convincing evidence as to why the new application may meet the licensing standards in this Chapter adopted by the CNGC. The CNGC may deny or honor the request at its discretion.
 - b. The individual will be notified via certified mail if the request for reconsideration is denied by the CNGC, which shall contain a reason(s) for the denial.

2. An individual who has had his/her permit/license denied or revoked by the CNGC for violations of the CNGC substance abuse regulation cannot reapply for an individual license for a period eighteen (18) from the date of revocation.
3. An individual who has had his/her permit/license denied or revoked by the CNGC for violations of the CNGC rules and regulations, NIGC rules and regulations, Tribal-State Compact provisions, or other applicable rule, regulation, statute or law cannot reapply for a period of one (1) year from the date of the denial or revocation by the CNGC.
4. All Individual License Applications received pursuant to the previous sections will be charged the standard license fee for the position for which application is made.
5. Denials of requests for reconsideration are final and are not appealable pursuant to Section 19 of Title 4 of the Cherokee Nation Code Annotated.

P. RECORDS MAINTENANCE

1. Inactive Individual license files shall be maintained for a period of three (3) years. After that time frame, the CNGC may utilize approved confidential destruction methods to purge license files.
2. The CNGC shall maintain a permanent archive record of all active and deactivated license files.



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CHEROKEE NATION GAMING COMMISSION
RULES AND REGULATIONS

CHAPTER:	Licensing	CHAPTER #:	V
SUBJECT:	Assignment	SECTION –SUBSECTION:	B 2
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

A gaming license is personal to licensee and shall not be transferred or assigned without the written consent of the Cherokee Nation Gaming Commission (CNGC).



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CHEROKEE NATION GAMING COMMISSION

RULES AND REGULATIONS

CHAPTER:	Licensing	CHAPTER #:	V
SUBJECT:	Vendor Licensing Process and Standards	SECTION –SUBSECTION:	C 1
EFFECTIVE DATE:	09/07/2009	SUPERSEDES MATERIAL DATED:	10/27/2008
APPROVED BY:		DATE:	07/16/2009

PURPOSE

The purpose of this Section is to implement all necessary legal requirements pursuant to the law as stated in section A of this chapter, to identify, investigate, and license vendors and their agents, as applicable, that do business with Cherokee Nation gaming facilities.

SCOPE

This Section applies to all levels of licensure as defined in Section A-2 of this Chapter for vendors conducting business within the gaming facilities, to include vendors conducting business prior to the effective date of these Rules and Regulations and vendors applying for licensure after said date.

A. LICENSE REQUIREMENT

1. No vendor or person who meets the definition of a vendor, or vendor agent in this regulation shall conduct business with or operate in a gaming facility under the jurisdiction of the Cherokee Nation without a license duly issued by Cherokee Nation Gaming Commission (CNGC). For the purpose of this regulation, “conducting business” is defined as any contract or agreement for the provision of goods or services with any person or entity within a gaming facility, which may include sub-contractors and third party vendors, whether or not payment or invoicing occurs prior to the issuance of a license. Any vendor that meets the licensing requirement under this section as determined by CNGC shall not donate goods or services for the purpose of circumventing this requirement.

2. Exemptions from the licensing policy are provided for a follows:

a. Exemptions specifically allowed by the Tribal-State Compact:

1) Attorneys or certified public accountants and their firms shall be exempt from the licensing requirement herein to the extent that they are providing services covered by their professional licenses.

2) Financing provided by a federally regulated or state-regulated bank, savings and loan, or trust, or other federally or state-regulated lending institution; any agency of the federal, state, tribal or local government; or any person or entity, including, but not limited to, an institutional investor who, alone or in conjunction with others, lends money through publicly or commercially traded bonds or other commercially traded instruments, including but not limited to the holders of such bonds or instruments or their assignees or transferees, or which bonds or commercially traded instruments are underwritten by any entity whose shares are publicly traded or which underwriter, at the time of the underwriting, has assets in excess of One Hundred Million Dollars (\$100,000,000.00), shall be exempt from the licensing and background investigation requirements in subsection B of the Part of the subsection.

3. Other entities which are exempted from the licensing requirements of this regulation include any Tribal, Federal or State governmental or regulatory agency or vendors who may be exempted by action of CNGC.

B. TYPES OF LICENSES

1. CNGC shall issue the following types of licenses, to each vendor and to individual vendor agents who require regular access to any licensed gaming facility, as follows:

a. Class A

- 1) Temporary Class A License
- 2) Authorized Class A License

b. Class B

- 1) Temporary Class B License
- 2) Authorized Class B License

c. Class C

- 1) Authorized Class C License

2. Class A License – Renewed annually, application, authorization forms and fees required.

- a. All vendors providing a good or service, part, or maintenance of a gaming system regardless of the amount or level of business conducted.
- b. All vendors requiring access to, or providing service in the vault, main cage, cashiers, kiosk, surveillance or other restricted access areas of the casino.
- c. All vendors of cash handling devices, ATM's, redemption kiosks, cash transport or servicing of such devices.
- d. All vendors accessing the server room, servers, cabling or software.

3. Class B License – Renewed biennially, application, authorization forms and fees required.

- a. All vendors who provide goods and services in the amount of Twenty-five Thousand Dollars (\$25,000.00) or more per fiscal year that are not tied to gaming and defined as a Class A Vendor.
- b. All vendors who are likely to provide at least Twenty-five Thousand Dollars (\$25,000.00) in goods or services in any twelve month period that are not tied to gaming and defined as a Class A Vendor.

4. Class C License – Renewed annually, application form and fees required.

- a. All vendors and/or vendor agents needing physical or logical access to the gaming facilities in a work capacity but who are not paid directly by Cherokee Nation Entertainment (CNE) will be required to hold an Authorized Class C License.
- b. All vendors providing games, table games, software or devices for evaluation and approval prior to purchase.
- c. Any person holding a Class C License will not be considered to have met the requirements for a Class A or Class B License. CNGC at its sole discretion may require the completion of the Vendor License Application and the application submission requirements in this Section shall apply.

5. Vendor Access Passes – All persons entering any gaming facility on behalf of a vendor in a work capacity, who do not individually hold a Class A, B, or C License, or cannot physically present a license issued by CNGC are required to obtain a Vendor Access Pass from CNE Security.

C. RIGHTS, LIMITATIONS AND DISCLAIMERS OF LICENSES

Under the provision of this Section, CNGC shall issue licenses including but not limited to:

1. A vendor that holds a license issued by CNGC shall not acquire and is not deemed to acquire a vested property right or any other right not expressly listed in this policy by means of said issuance.
2. The application for, or the issuance of, a license shall not constitute a guarantee of business with the gaming operation.
3. CNGC may halt the licensing process or suspend a license issued at its sole discretion, with or without cause. Notice to CNE and the vendor will be provided by CNGC through the established point of contact.
4. All fees submitted for any level license are non-refundable regardless of the outcome of any licensing process, whether or not the process was halted, or by whom, and regardless of the suitability determination by CNGC.
5. The vendor must make known any sub-contracting for work or service provided to Cherokee Nation gaming facilities.
6. The vendor must list all vendor agents acting on the behalf of the vendor for work or services provided to Cherokee Nation gaming facilities.

D. APPLICATION PROCESS

CNGC shall conduct a background investigation on any application for vendor licensing. All applications shall be issued a Temporary License on a conditional status until the vendor has complied with all requirements found in this Section and following approval by CNGC. When all requirements have been met and approved by CNGC, Authorized Vendor Licenses will be issued. The vendor shall be required to adhere to the following standards, including but not limited to:

1. Registration
 - a. CNE shall be required to provide the vendor with a “New Vendor Registration” form and supply a written request to CNGC for a new vendor to be considered for licensing; CNGC shall provide the vendor with a Vendor License Packet.

b. The vendor will be required to complete the “New Vendor Registration” form that includes a listing of each vendor agent who may require immediate access to any CNE gaming facility. This list must include the full legal name, date of birth, social security number, position held, and a recent photograph of every vendor agent listed on the form.

c. Signature and attestation to the “New Vendor Registration” form shall verify that each vendor agent requiring immediate access to the gaming facility has passed a background investigation. A statement to the effect that a background investigation process has been initiated shall be submitted if a background investigation is not complete. If the vendor has not completed a background investigation, or cannot share the results of the investigation, the vendor must provide the forms referenced in section D3, b, c, and d with all signatures notarized for each vendor agent requiring immediate access. Failure to provide this information may result in the vendor and/or its agents being denied access in the gaming facility until such forms are received and a full background investigation is completed on the vendor and its agents. The CNGC shall not be prevented from conducting its own investigation of vendor agents at any time.

d. Upon receipt of the completed “New Vendor Registration” form and background attestations or referenced forms above, CNGC will provide authorization to CNE verifying the vendor is eligible to conduct business.

2. Temporary License

a. The vendor applicant and vendor agents shall be issued a Temporary License effective for ninety (90) days from the date of issuance to allow for immediate access to gaming operations until the Application Packet is received and processed.

b. If an authorized Vendor License is not issued within the ninety (90) day timeframe, CNGC shall notify the vendor in writing of the reason of the exception and grant an extension of the Temporary License at its discretion until the License is issued.

c. In order to obtain an Authorized License, a vendor must complete and return the full application packet within forty-five (45) days of receiving a Temporary License.

d. Vendors who need immediate access to conduct business with CNE (i.e. Sales Persons) may obtain a numbered temporary badge. This badge will allow the vendor employees access while the License is being processed. CNGC Gaming Inspectors for that facility shall maintain a log of badges issued noting the following:

- 1) Name of the individual
 - 2) The company they represent
 - 3) The date issued
 - 4) The date returned
3. Vendor License Packet
- a. A vendor must complete and return the Vendor License Packet within forty-five (45) days after issuance of the Temporary License. Failure to return the Vendor License Packet and full fee amount within the forty-five (45) day period will result in the suspension of the Temporary License and denial of immediate access to the gaming facility until the completed Vendor License Packet and fee is submitted.
 - b. A single fourteen (14) day extension may be granted if the vendor applicant submits a request in writing with justification as to why an extension is warranted. The written request must be received by CNGC no later than five (5) days before the expiration of the forty-five (45) day period after the issuance of a Temporary License.
 - c. The following forms in the Vendor License Packet must be completed:
 - 1) Consent to Disclosure of Tax Information – an officer or principal of the vendor applicant shall complete this form as part of the application packet.
 - 2) Authorization for Release of Documents – a vendor applicant is required to complete and execute a release form for all officers and/or principals of the company authorizing CNGC to obtain personal files, records, and other documents for information pertinent to the background investigation. This form must be notarized at the time of completion.
 - 3) Release of All Claims – a vendor applicant shall be required to complete and execute a release of all claims form for all officers and/or principals of the company.
 - 4) Consent to Jurisdiction – all officers and principals of the vendor applicant shall complete and execute a notarized release authorizing CNGC to obtain personnel files, records, other documents or information pertinent to the background investigation.

5) Vendor License Application – a vendor applicant shall be required to thoroughly complete this application prior to submission to CNGC. The application shall conform to the requirements in U.S. Code, Title 18 § 1001; and the Tribal-State Compact by indicating the Privacy Act and violation of providing false statements on the application.

4. Authorized Vendor License

a. An Authorized Class A License will be issued for a period of one (1) year if CNGC determines that the business, principals, and employees/agents are found to be in good standing as required by Part E of this Chapter.

b. An Authorized Class B License will be issued for a period of two (2) years if CNGC determines that the business, principals, and employees/agents are found to be in good standing as required by Part E of this Chapter.

c. An Authorized Class C License will be issued for a period of one (1) year.

d. New vendor employees required to obtain a vendor license who are hired after an Authorized License is issued must notify CNGC within ten (10) business days of the hire as required in Section D(9).

5. Privacy and Access to Information. Pursuant to Title 4 C.N.C.A. § 12 (G), (H), (I); § 43; 25 U.S.C. § 2701 et seq.; and 25 CFR § 571.3, all information submitted to or obtained by CNGC during the course of licensing is accessible only to CNGC and its duly designated representatives and as requested by state regulatory agencies. All requests or demands from other parties for original documents, document copies, or document viewing shall be denied unless compelled by subpoena issued by a court of competent jurisdiction. CNGC reserves the right to release information as required by 25 CFR § 571.3 to investigate possible incidents of crime, such as fraud and misrepresentation. Information may be released to law enforcement agencies in the course of an active investigation.

6. All applicants are required to submit the same information regardless of the level of licensing on the application.

7. All applicants shall have a continuing duty and responsibility to present accurate information to CNGC in as prescribed in this Section. This shall include but not be limited to maintaining eligibility, qualifications, and suitability to be licensed under this Section, to provide information as requested by CNGC, to cooperate with CNGC in investigations, hearings, enforcement, disciplinary actions, and to comply with all of CNGC's conditions, restrictions, requirements, orders, and rulings.

8. All applicants shall notify CNGC within ten (10) business days of a material change in the information originally submitted by the applicant, or a change in circumstances, which may render the applicant ineligible, unqualified, or unsuitable to hold a license pursuant to this Section.

9. Verification of the Application. Upon receipt of the Vendor License Packet completed in its entirety CNGC shall conduct an inquiry into the accuracy and truthfulness of the information contained in said application, including but not limited to the following requirements:

- a. Official name of the company, trade name (DBA) or any other name by which the vendor has ever used or been known;
- b. Physical address, mailing address, and current phone and fax numbers;
- c. Federal and State Tax Identification Number, and the type of business;
- d. Name, phone number, and address of the official contact for the company including title/position held;
- e. Full name, date of birth, home address, title/position, drivers license and social security numbers of principals and/or management officials as listed on the application;
- f. A listing of all service agents and technicians operating in gaming facilities under the jurisdiction of CNGC. The list shall include a current photo, name, employee number, social security number, driver's license number, phone number, and address;
- g. A letter certifying that all vendor agents operating within the gaming facilities under the jurisdiction of CNGC have passed a background investigation and must include a copy of the results of the background investigation;
- h. A brief description of the business activity, type of equipment, goods, and services that will be provided to the gaming operation;
- i. Name, phone number, and address of any licensing or regulatory agency with which the applicant has filed an application for a license related to gaming, whether or not the application was approved;
- j. Ownership information such as any financial interest or voting ownership interest;

k. All current and previous civil litigation. The name, phone number, and address of the court involved, the date, and disposition shall be included; and

l. Litigation history for all civil suits, or felony criminal charges regardless of the status or outcome. CNGC requires copies of court documents regarding criminal findings of the company and/or employees.

10. Background Investigation Procedure

a. CNGC shall conduct a thorough investigation into the vendor applicant's background, reputation, criminal record, business record, and all other areas listed in Title 4 C.N.C.A. § 44, the Tribal-State Compact, and the NIGC regulations, as amended.

b. CNGC may contact all appropriate federal, tribal, state, county, and city agencies and may utilize investigative agencies to obtain credit history, criminal history, company history, professional or occupational license history and/or status, or any other relevant information in accordance with this Section and/or to determine suitability.

c. CNGC may contact the business and/or principals at any time and request clarification and/or additional information pertinent to the inquiry into the applicant's background and the applicant shall respond within the timeframe designated by CNGC.

d. Failure to provide CNGC with the requested documentation by the given deadline may impact the ability for an applicant to receive a license.

11. Credit Report

a. Each vendor business will be subject to a credit report in association with the background investigation.

b. All vendor agents and principals will be subject to a credit report in association with the background investigation.

c. A credit report may be deemed unacceptable or warrant further investigation if it contains, including but not limited to, the following:

1) An incident of bankruptcy, repossession, or foreclosure in the last year from the date of application for a vendor applicant, and;

2) A finding of delinquency, notice, or lien filed against the principal for business for a non-payment of federal, state, or local taxes.

d. An applicant's failure to provide CNGC with the requested credit documentation by the established deadline may impact an applicant's ability to receive a license.

12. Criminal History. CNGC may not consider an applicant based on, but not limited to, the following:

- a. Conviction of or plea of no contest or guilty to a felony charge at any time; and,
- b. Any felony conviction of an offense related to any covered games, gaming systems or other gaming activity per the Tribal-State Compact Part 10(A)(6)(a).

E. SUITABILITY DETERMINATION

The following standards shall apply to vendor applicants to determine the suitability to hold a vendor license and the standards in which a suspension, denial, or revocation may be upheld, including but not limited to:

1. Based on the scope of the background investigation and findings, CNGC shall make a finding as to the suitability of vendors applying for a Vendor License with the Cherokee Nation. The suitability determination will be based on whether the vendor:
 - a. Poses a threat to the public interest or to the effective regulation of gaming;
 - b. Creates or enhances the danger of unsuitable, unfair or illegal practices, methods and/or activities in the conduct or operation of gaming; or,
 - c. The vendor fails to meet the standards set forth in this document as a part of the background investigation.
2. If CNGC makes a determination that a vendor applicant does not meet the preceding suitability standard or deems the applicant unsuitable at anytime, CNGC shall prepare and certify a "Preliminary Finding of Non-Suitability".
 - a. A copy of the Preliminary Finding shall be sent to the vendor applicant via certified mail at the applicant's home or business address together with an Order and Notice of Hearing, which shall inform the applicant of the date, time, and place of a hearing at which the applicant should appear and show cause why the Preliminary Finding should not be adopted by CNGC and made final.

- b. The Order and Notice shall advise the applicant that if the applicant fails to appear at the hearing and show cause, the Preliminary Finding will be adopted by CNGC and a permanent and final finding and an Order shall be entered without further notice.
 - c. If certified mail is returned as unclaimed, non-deliverable, or refused by the addressee, no further notice is necessary or required to be sent to the applicant by CNGC.
- 3. The hearing shall be held in no less than five (5) and no later than thirty (30) working days after the date on which the Preliminary Finding was entered. The hearing shall be conducted as provided for in Title 4 and/or as provided by CNGC. At the conclusion of the hearing or as soon as practicable thereafter, CNGC shall enter a final finding and an Order shall be entered.
 - 4. CNGC shall notify the vendor applicant and the gaming operation of the determination through certified first class mail.

F. REPORTING REQUIREMENTS

- 1. CNE
 - a. CNE shall establish a company contact and develop procedures ensuring vendors are licensed per this Section and/or Chapter.
 - b. All procedures shall be approved by CNGC.
- 2. CNGC
 - a. CNGC staff shall be required to submit a recommendation for vendor licensing within forty-five (45) days after the submission of the Vendor License Packet including the full fee amount.
 - b. Upon completion of the vendor background investigation, CNGC staff shall prepare a confidential written recommendation memorandum for vendor licensing that shall set forth:
 - 1) A description of the type of company, type of license, and the service or product provided to the gaming operation;
 - 2) An explanation of the overall results, and;

3) A statement of the conclusions reached as to any exceptions, areas of concern or negative information obtained and if none were obtained, a statement to that effect.

c. CNGC shall make the final determination of any applicant for a vendor license. CNGC shall notify the vendor within fourteen (14) days of all determinations made on a license and report any action taken to the CNE contact as identified.

G. SUBMISSION TO THE STATE COMPLIANCE AGENCY

1. CNGC shall forward quarterly licensing reports for any type of applicant to the State Compliance Agency via certified mail, pursuant to Part 10 of the Tribal-State Compact.
2. The State Compliance Agency, at its discretion and expense, may conduct its own background investigation of a vendor pursuant to Part 10 of the Tribal-State Compact.
3. Any background investigation completed by the State Compliance Agency shall be communicated to CNGC and, upon the receipt of our written request; a written report shall be submitted of the findings and conclusions.
4. The State Compliance Agency may object in writing to the licensing of any vendor by CNGC based upon the criteria set forth in Part 10 of the Tribal-State Compact.
5. CNGC retains the final decision-making authority over the licensing of vendor companies and vendor company agents.

H. RENEWALS

Vendors holding Class A or C Licenses are required to submit a Vendor License Packet and license fees annually. Vendors holding Class B Licenses are required to submit a Vendor License Packet and license fees biennially. Renewal applications will be distributed ninety (90) days prior to the expiration date of the vendor's current license. The licensee is required to inform CNGC of the following:

1. Any changes to contact information within five (5) days of the status change in writing;
2. Any criminal activity or litigation, regardless of the type involving the company and/or the principal and management officials within five (5) days of the occurrence;
3. Any change in the status and/or the operation of the company with ten (10) days of action;

4. Supply changes or amendments to the documents that were supplied during the initial application submission, as the resubmission of such documents are not required in the renewal application;
5. Any new licenses granted or denied by other regulatory agencies, and;
6. CNGC shall review the licensee's eligibility using the same investigation and approval procedures as previously stated.

I. VENDOR ACCESS TRACKING

1. CNE shall institute a system to track the arrival and departure of all persons entering any gaming facility on behalf of a vendor in a work capacity, who do not individually hold a license or cannot physically present an identification card issued by CNGC. This system shall be submitted to CNGC for review and approval, including any changes and/or modifications.
2. This Day Pass should be visibly displayed at all times while on casino grounds. CNE Security personnel shall monitor vendor compliance with this requirement. This Day Pass will allow vendor agents access to the casino grounds, but they must be accompanied by CNE personnel at all times.
3. General System Requirements
 - a. The system should capture basic demographic information on the visitor to include, but not limited to:
 - 1) Name
 - 2) Company
 - 3) Date
 - 4) Purpose of the visit
 - b. Identification showing a photograph should be copied and attached to the demographic information.
 - c. The system should provide individually sequentially pre-numbered passes, wherein the numbers, or other adequate means of tracking as approved by CNGC, are not reused.

- d. The passes should be collected by security as the vendor representative leaves the property.
 - e. A comprehensive log should be kept by security. This log should be available for inspection by CNGC at any time and should be transmitted to CNGC Compliance Department at periodic intervals, as set forth by CNGC.
4. CNE shall provide notice of all computerized system malfunctions and the process to be followed in the event the system remains down for a period of one (1) hour or longer.

J. ENFORCEMENT

1. CNGC reserves the right to take any action deemed necessary with regard to enforcement of this regulation.
2. CNE
 - a. CNE is prohibited from conducting business with any vendor requiring a license from CNGC prior to the issuance of a Temporary License.
 - b. If CNE is found to have violated the requirement of this policy and has initiated business with a vendor without them first receiving a Temporary License, CNGC, at its sole discretion, may assess a fine to CNE equal to an amount of double the cost of the Gaming License. This in no way relieves the vendor from the requirement to pay the fees associated with the gaming license. If after the assessment of a fine to CNE for conducting business with an unlicensed vendor, CNE continues to conduct business with the vendor before they receive a Temporary License, CNGC, at its sole discretion, may assess a fine of Twenty-five Thousand Dollars (\$25,000.00). This fine may be assessed per occurrence.
 - c. In the event of a License suspension, revocation or denial, the CNE contact will be notified within fourteen (14) days of the action. Following the suspension or revocation of a vendor's license, CNE will have thirty (30) days to solicit a new vendor, or for the suspended vendor to cure the cause of the suspension. In the event CNE continues to conduct business with a vendor, which as had a Vendor License suspended, revoked, or denied after the thirty (30) day period; CNGC, at its sole discretion, may assess a fine of Twenty-five Thousand Dollars (\$25,000.00). This fine may be assessed per occurrence.

3. Vendors

- a. Any vendor, or vendor agent(s) individually licensed by CNGC as a Class A Vendor, is prohibited from gaming at any casino under the jurisdiction of the Cherokee Nation, for the duration of their license.
- b. All vendor agents, whether or not they hold an individual license, must adhere to all CNGC rules, regulations, and directives, whether verbal or written.
- c. Any vendor agent who knowingly allows another person to access the casino by using their individual license, their license shall be immediately revoked and they shall be banned from any property regulated by CNGC.

4. Mitigation of Damages

CNE can mitigate their exposure to the system of fines if they institute a system to monitor vendors and their vendor licenses. If their system detects the initiation of business with an unlicensed vendor and business is halted as a result, CNGC will consider this in their determination of the appropriateness of assessing a fine.

**CHEROKEE NATION GAMING COMMISSION
LICENSE FEE SCHEDULE**

License Classification	Type of License	Amount of Business Conducted	Amount of Fee
CLASS A LICENSE			
	Vendor License	\$100,000.00 and Above	\$5,000.00 Annually
	Vendor License	\$.01 to \$99,999.99	\$500.00 Annually
	Each Vendor Agent		\$125.00 Annually
CLASS B LICENSE			
	Vendor License	\$100,000.00 and Above	\$2,500.00 Bi-Annually
	Vendor License	\$25,000.00 to \$99,999.99	\$500.00 Bi-Annually
	Each Vendor Agent		\$250.00 Bi-Annually
CLASS C LICENSE			
	Authorized License		\$200.00



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CHEROKEE NATION GAMING COMMISSION
RULES AND REGULATIONS

CHAPTER:	Licensing	CHAPTER #:	V
SUBJECT:	Cherokee Nation Gaming Commission Inspection	SECTION –SUBSECTION:	D 1
EFFECTIVE DATE:	09/07/2009	SUPERSEDES MATERIAL DATED:	07/28/2008
APPROVED BY:		DATE:	07/16/2009

PURPOSE

Cherokee Nation Gaming Commission (CNGC) is charged with the overall responsibility of protecting the assets of the tribe and to ensure the integrity of the gaming environment and its operations.

SCOPE

This Section applies to all levels of individual employees, CNGC, and all facilities within the CNGC jurisdiction.

A. Inspection

Any premises licensed or any premises connected physically or otherwise with a licensed business, including vehicles used in connection therewith, shall at all times be open to immediate and unfettered inspection by CNGC. At any time during which a licensed gaming or related administrative activity is being conducted on (a premises), CNGC or any authorized representative of CNGC may enter upon the premises, with or without advance notice and:

1. Make an account of all monies and assets on the premises and all monies received during the operation of the licensed activity located on the premises; and inspect all receipts for prizes which have been awarded by the licensee;
2. Inspect any other records, accounts or other related information of the licensee or of any member who directly participates in the management operation or promotion of a licensed activity; or of any employee of the licensee; or of any operator of the licensed activity;
3. Inspect, including the dismantling of all pieces of equipment or part thereof or devices of any nature, which are being used to conduct directly or indirectly the licensed activity.

B. Evidence

CNGC may move to another location or locations for further inspection or investigation of any and all records, equipment, parts thereof, and devices of things(s) which have been removed from the premises if CNGC find cause to believe there is reasonable probability that violation(s) of any necessary legal requirements have occurred by the licensee, its operations, or its employees.

Item(s) of evidence as listed above that have been removed by CNGC shall be returned to the premises or to the address of the licensee within ten (10) days (except Saturdays, Sundays and days when tribal offices are legally closed) in as good condition as it was when it was removed unless CNGC determines that the item(s) of evidence so removed are necessary for an ongoing investigation and/or evidence of possible violations of necessary legal requirements by the licensee, its operations, and its employees. CNGC shall notify the licensee of the reasons said property or thing(s) are to be so held.



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CHEROKEE NATION GAMING COMMISSION
RULES AND REGULATIONS

CHAPTER:	Environmental, Public Health and Safety	CHAPTER #:	VI
SUBJECT:	National Indian Gaming Commission Environmental, Public Health and Safety	SECTION –SUBSECTION:	A 1
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

PURPOSE

Cherokee Nation Gaming Commission (CNGC) is charged with the overall responsibility of protecting the assets of the tribe and to ensure the integrity of the gaming environment and its operations.

SCOPE

This Section applies to all levels of individual employees, CNGC, and all facilities within the CNGC jurisdiction.

ENVIRONMENTAL, PUBLIC HEALTH AND SAFETY

CNGC complies with the guidelines and regulations of the National Indian Gaming Commission (NIGC) under the provision of § 25 C.F.R. Section 580, as amended.



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CHEROKEE NATION GAMING COMMISSION
RULES AND REGULATIONS

CHAPTER:	Environmental, Public Health and Safety	CHAPTER #:	VI
SUBJECT:	Tribal-State Compact Environmental, Public Health and Safety	SECTION –SUBSECTION:	B 1
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

PURPOSE

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SCOPE

This Section applies to all levels of individual employees, CNGC, and all facilities within the CNGC jurisdiction.

ENVIRONMENTAL, PUBLIC HEALTH AND SAFETY

CNGC complies with the guidelines and regulations of the Tribal-State Compact under the provision of Cherokee Nation Title 4, Section 5, Amusements and Sports.



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CHEROKEE NATION GAMING COMMISSION
RULES AND REGULATIONS

CHAPTER:	Environmental, Public Health and Safety	CHAPTER #:	VI
SUBJECT:	Health and Safety Codes	SECTION –SUBSECTION:	C 1
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

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SCOPE

This Section applies to all levels of individual employees, CNGC, and all facilities within the CNGC jurisdiction.

ENVIRONMENTAL, PUBLIC HEALTH AND SAFETY

Licensee shall conduct the business and operation of the gaming facility in compliance with all federal, state, and tribal ordinances and all health, safety, and protective laws, codes, ordinances or regulations as standards applicable to the facility accepted by Cherokee Nation and/or CNGC.



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CHEROKEE NATION GAMING COMMISSION
RULES AND REGULATIONS

CHAPTER:	Environmental, Public Health and Safety	CHAPTER #:	VI
SUBJECT:	Environmental, Public Health and Safety Rule and Regulation	SECTION –SUBSECTION:	C 2
EFFECTIVE DATE:	09/07/2009	SUPERSEDES MATERIAL DATED:	10/27/2008
APPROVED BY:		DATE:	07/16/2009

PURPOSE

The purpose of this Regulation is to implement all necessary legal requirements pursuant to the Indian Gaming Regulatory Act (IGRA), National Indian Gaming Commission (NIGC), National Environmental Policy Act (NEPA), Tribal-State Compact, Tribal Ordinances, and other environmental public health and safety laws and regulations, as applicable. In addition, this Section is intended to assure that Cherokee Nation Entertainment (CNE) gaming facilities are constructed, maintained, and operated in a manner that adequately protects the environment and public health and safety in accordance with 25 C.F.R. Parts 502.22, 502.23, 522.2, 559.1, 559.5, and 559.7.

SCOPE

This Section shall be implemented and monitored in accordance with Cherokee Nation Gaming Commission (CNGC) Rules and Regulations and CNE Policies and Procedures, and applies to all levels of individual CNE employees, and all gaming facilities within Cherokee Nation jurisdiction.

A. ORDINANCES AND DOCUMENTS

The following rules, regulations, ordinances, policies, and procedures shall apply to Cherokee gaming facilities unless otherwise provided for by CNGC:

1. Ordinances
 - a. IGRA – 25 U.S.C. Section 2710(b)(2)(E)
 - b. NEPA – 40 C.F.R. Parts 1500-1508
 - c. DOL – Occupational Safety & Health Standards on Bloodborne pathogens 1910.1030

- d. NIGC - 25 C.F.R. Part 502, § 502.22, Facility Licensing Standards
 - e. Tribal-State Compact – Part 7, Enforcement of Compact Provisions, Sections (A)(2), (4), and (5).
 - f. Cherokee Nation Ordinances including but not limited to:
 - 1) Title 63 – Cherokee Nation Environmental Quality Code LA 31-04
 - 2) Article 7, Solid Waste General Provisions LA 15-05
 - 3) Article 8, Toxic and Hazardous Substance Control General Provisions
 - 4) Title 63, Cherokee Nation Environmental Quality Code, Article 13, hazardous Waste Code LA 41-05
 - 5) Article 5, Cherokee Nation Clean Air Act LA 42-04
 - 6) Article 12, Cherokee Nation Lead Based Paint Act LA 8-98
 - g. CNE Policy and Procedures including but not limited to:
 - 1) SS-SEC406-1, Security Officers Guidelines Manual – Bloodborne Pathogen Exposure
 - 2) CR-FS 510, Section, Safety Management Program Policy and Procedures – Bloodborne Pathogens
 - h. CNGC shall require all license facilities to comply with regulations, as amended. Any amendments to these regulations will automatically be made part of this Section and will be provided to CNE. Further, any additional regulations adopted by Cherokee Nation automatically are included, and any amendments thereto.
2. The following copies of current documents must be on file with the CNGC (as applicable) in addition, notification to CNGC will be required if local/state codes/regulations where these standards do not cover or those of the Tribe are used:
- 1) Environmental Impact Studies and/or updates
 - 2) Construction Plans
 - 3) Construction Permits

- 4) Certificate of Inspection
- 5) Insurance Inspection Reports
- 6) Memorandum of Understanding or Agreements with local emergency response organizations
- 7) Emergency Plans
- 8) Preventative Maintenance Plans
- 9) Evacuation Floor Plans
- 10) Employee Certifications, Licenses, and Trainings as applicable

B. RESPONSIBILITIES

1. CNGC

- a. CNGC shall ensure inspections are completed in accordance with ordinances listed in this Section.
- b. Upon receipt of reports of inspections conducted by Cherokee Nation agents, CNGC shall review and submit to CNE a summary report within ten (10) working days. This report will address any issues discovered during the inspection and shall notify CNE to respond to CNGC in writing the status of all issues listed within thirty (30) days from the date of CNGC's summary report. Failure to provide CNGC with the requested communication and/or action by the given deadline in the CNGC summary report may impact the ability for the facility to pass EPH&S Inspections.
- c. CNGC shall maintain all records of inspections
- d. CNGC shall notify CNE of any changes in applicable regulations.

2. Cherokee Nation

CNGC shall work with Cherokee Nation Departments to provide inspections in these and other areas:

- a. Office of Environmental Health, Sanitation/Food Inspection shall inspect facilities and provide copies of all inspections and the inspector's report and/or verifications to CNGC.

b. Management Resources Group, Risk Management shall inspect facilities and provide copies of all inspections and the inspector's report and/or verifications to CNGC.

3. CNE

a. CNE shall have constructions plans, construction permits, insurance inspection reports, certificates of inspections, emergency plans, preventative maintenance plans, employee training documentation, and associated reports on file and available for review by CNGC and/or its agents representing CNGC in related activities for implementing the requirements of this Regulation.

b. CNE shall be responsible for establishing policies and procedures; plans and guidelines to ensure facilities are constructed, maintained, and operated in a manner that adequately protects the environment and public health and safety in accordance with ordinances listed in this Section and notify CNGC of any and all changes. These documents shall require the approval by CNGC. All CNE EPH&S regulatory documents are to be on file with CNGC.

c. CNE shall work with CNGC to identify regulation and/or codes to be followed on construction projects to the extent they do not conflict with Tribal law; copies of any or all agreements for services will be on file for CNGC inspection.

C. INSPECTIONS

1. Access to facility as described above, is open to inspections by the following personnel:

a. CNGC agents shall have immediate and unfettered access to all areas of the facility.

b. Cherokee Nation Office of Environmental Health agents shall inspect Food and Beverage Departments and/or related areas and shall have access to any food and drink area of the facility.

c. Cherokee Nation Risk Management agents inspecting facilities shall have access to all areas of the premises.

d. CNE personnel representing Corporate Safety and Environmental Department shall have access to all areas of the premises. These personnel shall be required to check in with Security to access secured areas of the premises and all other controls as applicable.

- e. Cherokee Nation Departments or other agents acting on behalf of CNGC shall have access to their respective areas of the facility and to any documentation related thereto. Follow the relevant provision of the Minimum Internal Control Standards (MICS) for access to secure areas.
2. Sanitation/Food Inspection by Cherokee Nation Office of Environmental health agent shall consist of no less than the following:
- a. Purpose of Inspection
 - 1) Routine
 - 2) Complaint
 - 3) Follow-up Activity
 - 4) New Establishment
 - 5) Other
 - b. Establish name, address, and date of inspection
 - c. Food Temperature/Time Requirements
 - d. Personnel/Handling/Source Requirements – requires immediate corrective action
 - e. Facility and Equipment Requirements – requires corrective action within ten (10) days
 - f. Other findings must be corrected within ninety (90) days or as noted
 - g. Critical Items List
 - h. Non-Critical Items List
 - i. Comments – Corrective Action – corrected during inspection
 - j. Signature of Inspector and date
 - k. Signature of CNE personnel who received the report and date

3. Environment, Health and Safety Inspection by Cherokee Nation Risk Management agent shall consist of no less than the following:

- a. Name of facility, address, date of inspection, CNE contact name and title, and inspectors name
- b. Emergency Preparedness
- c. Food & Water in relation to environmental protection
- d. Maintenance
- e. Hazardous Chemicals
- f. Sanitation
- g. Electrical System
- h. Housekeeping
- i. Accessibility ADA/UFAS
- j. Verify selected training records
- k. Memorandum of Understanding/Agreement with local emergence response service providers
- l. Signatures and date of Inspector and Facility Operator
- m. Additional Duties:
 - 1) Inspections required during facility expansions and/or new structure construction
 - 2) Certification of Occupancy for the gaming floor
 - 3) Follow-up on any previous rated violations found during inspections
 - 4) Verify each facility is aware of and follows CNE P&Ps for Blood-Borne Pathogens, Blood-Borne Pathogen Exposure. In addition, check to ensure sharps containers are located in all restrooms to minimize exposing the public and CNE employees from potentially infectious materials.

D. REPORTING

1. Regular or Routine Inspections are to be done at each site no less than a quarterly basis by CNGC or its designated staff.
2. In addition to Regular or Routine Inspections, inspections shall be made during the construction process as needed or required for a new establishment or modification and/or expansion of an existing facility.
3. If CNE discovers any violations and/or issues prior to or after scheduled inspections they shall report them immediately to CNGC. These violations can be construed as anything that may cause immediate harm to employees and guests.
4. If Cherokee Nation Office of Environmental Health, Sanitation/Food or Cherokee Nation Management Resources Group, Risk Management determines an inspection is warranted resulting from an incident or complaint the documentation shall be provided to CNGC.

E. ENFORCEMENT

1. It shall be a violation of CNGC's Rules and Regulations for CNE Management, a vendor, or any CNE employee to refuse to submit to inspection, fail to take corrective action for rated violations, submit required reports, and respond or comply with any lawful or regulatory written request, recommendation, or requirement of CNGC upon reasonable request or a timeframe established by CNGC.
2. If CNE is found to have violated the requirements of this Regulation and fails to initiate processes as listed above, the CNGC, at its sole discretion, may assess a fine, suspend facility license, or close the facility or area that poses a considerable risk or threat to the health and safety of CNE employees and/or the public.

F. MITIGATION OF DAMAGES

CNE may mitigate their exposure to fines, suspension of license, or closure of facility if they have shown the following:

- a. Self-Reporting vs. Regulated Reporting. Self-Reporting by CNE could result in triggering inspections by CNGC or its authorized agents; however, self-reporting may be considered by CNGC as evidence that CNE is being pro-active to protect the environment and public health and safety of the facility, its employees, and the public.
- b. CNE shows corrective measures have been established and implemented.



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CHEROKEE NATION GAMING COMMISSION
RULES AND REGULATIONS

CHAPTER:	Authorization of Gaming Activity	CHAPTER #:	VII
SUBJECT:	Compliance with P.L. 100-497	SECTION –SUBSECTION:	A
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

No game shall be offered for play without the prior written authorization of Cherokee Nation Gaming Commission (CNGC).



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CHEROKEE NATION GAMING COMMISSION
RULES AND REGULATIONS

CHAPTER:	Authorization of Gaming Activity	CHAPTER #:	VII
SUBJECT:	Gaming Systems Activity	SECTION –SUBSECTION:	B
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/02/2007
APPROVED BY:		DATE:	08/28/2008

PURPOSE

The purpose of this Chapter is to implement relevant provisions of Indian Gaming Regulatory Act (IGRA) (25 U.S.C. § 2706, 2710 and 2712), the National Indian Gaming Commission (NIGC) regulations, the Cherokee Nation Code Annotated Title 4 (Gaming Ordinance), the Tribal-State Compact, and other applicable laws and regulations relating to the role and responsibility of Cherokee Nation Gaming Commission (CNGC) to regulate gaming systems, components, and devices within the jurisdiction of CNGC.

SCOPE

This Section shall be implemented and monitored for compliance, in conjunction with applicable sections of CNGC’s Minimum Internal Control Standards (MICS), the Tribal-State Compact standards, the adopted GLI series as applicable, and other controls as applicable. It shall ensure the accuracy and integrity of gaming systems, components, and devices operating within the facilities, inactively stored in the warehouse and inventory, and the controls over them, including but not limited to: authorization, movement, access, and maintenance.

A. LICENSE REQUIREMENT

No gaming system, component, or device shall be allowed to operate at a gaming facility under the jurisdiction of the Cherokee Nation without a proper Vendor Gaming License issued to the distributor, manufacturer, or vendor and a Game Certification and Approval, according to the Submission and Certification policy of this document. Approved gaming systems, components, and devices shall maintain compliance with CNGC MICS and adopted or established Technical Standards in order to preserve license status and operation.

B. CNGC TRACKING DEVICES

1. All gaming machines shall be tracked by CNGC through the use of pre-numbered tags, which shall be location and type specific with identification numbers for each device.

a. Gaming machines shall be tagged with a CNGC tag when placed on the casino floor for operation. CNGC Agents shall be responsible for placement of tags on the machines and must be visible at all times.

b. CNGC Agents and the gaming operation shall maintain a comprehensive list, which will include but not be limited to the following, which shall be submitted to CNGC:

- 1) Manufacturer's serial number for the machine only
- 2) Name of the Manufacturer
- 3) Type/theme of the machine
- 4) Games available, if on a multi-game system
- 5) Denomination of the game
- 6) Programmable storage media identification numbers
- 7) Version numbers of all components
- 8) Gaming facility's identification number and bank number

c. CNGC shall maintain the data collection for each game and keep that information on file for audits and inspections. A central database system shall be maintained at the CNGC office for reporting requirements and tracking, in addition to the record requirements of gaming operations on gaming systems.

d. The tags shall not be removed or tampered with by casino employees or vendors without receiving approval from CNGC. Any unauthorized tampering may result in disciplinary action up to and including suspension and/or revocation of an individual gaming permit, license, or vendor gaming license; and/or a monetary fine.

e. The tags removed during any casino movement, according to Part E of this Section should be sent to CNGC. If tags cannot be removed or are presented

unreadable, the tag numbers shall be written down and submitted to the CNGC office. The Gaming Machine Activity Request (GMAR) form shall not be accepted unless CNGC tag numbers are noted, excluding the installation of new machines and/or if a CNGC agent is not present.

f. Patrons tampering with the tags should be discouraged and informed of the tag's purpose. In the event a patron mars or destroys a tag, the casino should contact CNGC Agent(s) immediately.

2. Areas within the gaming machine systems, components, or devices may be deemed sensitive and shall be controlled by CNGC through the use of a locking mechanism and pre-numbered tamper resistant/evident tape or seals, which shall be location specific.

a. CNGC Agents shall inspect, date and initial, and seal any area, including but not limited to, the logic boards with programmable storage media or other sensitive areas, with the tape or seals per Section 3 of the MICS and Installation Procedures in Part D of this Chapter.

b. CNGC Agents shall be responsible for the control and tracking of the pre-numbered tamper resistant/evident tape.

c. CNGC Agents shall maintain a list, which will include but not be limited to, the facility number, the CNGC tag number, and any other identification number associated with tape sealing, which shall be submitted to CNGC and maintained for reporting requirements.

d. The list shall be updated each time a seal is broken and replaced. Seals may be broken only by a CNGC Agent or with written CNGC authorization and shall be documented accordingly per this policy and the MICS governing gaming machine systems.

C. CNGC AUTHORIZATION

The following procedures shall ensure proper documentation and authorization from CNGC on required notices and approvals pursuant to this Section.

1. The facilities shall utilize the GMAR to obtain an authorization from CNGC for all gaming systems, components, or device activities and approvals pursuant to this Section as applicable.

2. The completed GMAR shall be submitted to CNGC with required notation or documentation indicated, including but not limited to the following:

- a. Proper request and action descriptions;
 - b. Main action performed;
 - c. Description, which shall contain CNGC tag numbers, serial numbers, and version descriptors; and
 - d. Proper approval and notification from both the gaming operation and CNGC.
3. The following cases shall be reported to CNGC, on the GMAR, which shall include but not be limited to:
- a. Installation;
 - b. Movement;
 - c. Temporary movement;
 - d. Denomination and/or theme changes;
 - e. Upgrades to software and/or hardware; and
 - f. Programmable storage media or sensitive areas.
4. The GMAR shall be completed when temporarily sending machines to storage and when returning repaired systems, components, or devices to the casino floor.
5. The initials of the required individuals and date shall be obtained as required on the GMAR before submission to CNGC.
6. The GMAR shall be submitted to CNGC for final approval. CNGC shall have the responsibility to issue the approved GMAR to the requesting party and to the Gaming Inspector(s). Copies shall be distributed in accordance with this Section and the MICS.
7. CNGC shall not accept or authorize a GMAR, unless it is completed in its entirety and proper preparations and/or schedules have been created within the specified timeframe of seven (7) days.

D. SHIPPING AND INSTALLATION PROCEDURES

The following procedures shall ensure proper tracking, accountability, and preparation prior to the placement of any gaming system, component, or device on the casino gaming floor, including the submission of the GMAR pursuant to Part C.

1. Shipping Requirements

- a. Distributors, manufacturers, or vendors of a gaming system, for any type of use, shall obtain a proper Vendor Gaming License, in accordance with CNGC licensing policies, prior to the sale, lease, and delivery of any gaming system, component, or device.
- b. The gaming system, component, or device (inclusive of upgrades and modifications) shall obtain a Game Certification and Approval according to the Submission and Certification policy and requirements, prior to the delivery and or installation/placement on the casino gaming floor.
- c. Gaming systems, components, or devices that are required to be tested in the gaming operation's test laboratory prior to the delivery and or installation/placement on the casino gaming floor may be shipped as an entire unit or system inclusive of all sensitive components and devices and pending a final Game Certification and Approval, with proper notification and approval of CNGC pursuant to the standards in Part C of this Section.
- d. For gaming systems, components, or devices that contain programmable storage media or sensitive devices (Flash media/EPROM's), the designated distributor, manufacturer, or vendor contact shall submit notification of shipments prior to arrival that shall include but not be limited to the following information, prior to arrival of shipment:
 - 1) Facility destination – Location;
 - 2) Indicate the type of application (i.e. System Modification / Cosmetic / Hardware / Software);
 - 3) Indicate version numbers (Kobetron, release, etc.) for all gaming devices involved in the system;
 - 4) Detailed shipment description; and,
 - 5) Reason or explanation of the shipment (i.e. new, errors found, etc.).
- e. CNGC shall notify and forward all shipping notices to CNE management officials for compliance and to ensure proper purchasing requirements.
- f. For gaming systems that contain programmable storage media or sensitive devices, the vendor shall send all shipments directly to CNGC office for compliance, testing, and proper distribution. CNGC shall maintain possession of game and payout control media in a secure place and issue them as approved and scheduled.

g. Gaming facilities shall notify CNGC seven (7) days prior to any shipment or installation/placement of gaming systems, components, or devices within the facility. This shall ensure proper preparation and that vendors have obtained a Vendor Gaming License and Game Certification and Approval from CNGC.

h. Gaming facilities shall submit the GMAR to CNGC to receive authorization for a proposed installation. The facility management shall complete the GMAR as required in Part C of this Section and CNGC Agents shall complete the tag process as required in Part B of this Section.

2. Installation Procedures

a. Deliveries of any gaming systems, components, or devices shall be made with all items in tamper proof sealed containers. No one shall break the seal of any delivery, pertaining to this Section, nor remove any item without the physical presence and/or authorization of a CNGC Agent.

b. Gaming systems, components, or devices that are required to be tested in the gaming operation's test laboratory prior to the delivery and or installation/placement on the casino gaming floor may be installed in the test laboratory and not subject to the standards in this Part.

c. CNGC Agents shall take control of all keys upon delivery of any item containing a lock, including machine access keys. Keys shall be verified in accordance with Section 3- Gaming System and Section 6-Key Control MICS and adhered to for compliance. If CNGC Agents are not available at the time of delivery, all keys shall be submitted to Security in accordance to Section 6-Key Control MICS.

d. CNGC Agents shall have sole possession of all keys to the sensitive areas of the gaming systems, components, or devices, including but not limited to logic board areas and programmable storage media locations. Keys to these sensitive areas may be shipped directly to CNGC. Those areas where a lock is not available, CNGC Agent shall inspect and seal the area according to Part B in this Section.

e. CNGC Agents shall maintain all keys in their possession in a secured box with two locking mechanisms maintained in Security or Surveillance with a duplicate key maintained by CNGC. CNGC Agents shall not be allowed to take controlled keys off the property and two (2) keys shall be maintained with CNGC at all times for the secured locked box. For emergency situations or if a CNGC Agent is not present, refer to Part I of this Section.

f. The installation of a gaming system, component, or device shall be done by qualified technicians, in the presence of or with authorization from CNGC agents.

g. The installation shall be in compliance with Section 3.4 of the Gaming System MICS. All items shall be tested, validated, sealed, proven functional, compliant with Game Certification and Approval, and tracked prior to the implementation of live play for gaming patrons.

h. It shall be a violation of this Section for anyone to perform any of the following without the express written authorization from CNGC:

1) Making any modification to any hardware or software that has been previously approved by CNGC;

2) Shipments, deliveries, or installations of any new or upgraded/modified components other than those approved by CNGC and without proper notification;

3) Disabling, altering, disengaging, or otherwise making inoperable, any switch, sensor or equipment of the gaming system, component, or device; and/or,

4) Utilizing keys without proper controls and the lack of the control for sensitive keys.

E. GAMING SYSTEM(S) ACTIVITY

The following procedures shall ensure proper tracking, documentation, accountability, and approval of gaming system activity and/or movements. This Part shall indicate the areas that require approval and use of the GMAR. Activity and/or movement of any gaming system, component, or device shall not take place unless authorized by CNGC in accordance to this Section.

1. The events listed below shall require proper authorization from CNGC seven (7) days prior to the planned movement:

a. Transfers between facilities;

b. Removal of gaming systems, components, or devices back to the vendor;

c. Warehouse and storage activities;

- d. Any modifications/upgrades or other changes to a gaming system, component, or device;
 - e. Programmable storage media activities and/or sensitive areas; and,
 - f. Temporary activities, excluding floor plan rearrangements.
2. The GMAR shall be completed per Part C of this Section and noting CNGC tag numbers in accordance with Part B of this Section. CNGC will only accept completed GMAR form(s).
 3. Activity and/or movement shall only be completed by licensed and trained employees and/or authorized vendor representatives.
 4. The casino shall maintain a copy of all documentation submitted to CNGC in accordance with Section 3-Gaming Systems MICS.
 5. If a gaming system, component, or device is temporarily stored or taken out of service, while maintained on CNE property, CNGC tag(s) shall remain located on the item and reported to CNGC for tracking and reporting requirements, in accordance with Part C of this Section.
 6. If a gaming system, component, or device is temporarily placed on the casino gaming floor to avoid lost space revenue, while tagged items are being repaired, CNGC shall not tag them. CNGC Agent(s) shall note the number, the vendor, the date of placement, the denomination of temporary items and the timeframe of proposed utilization. A GMAR shall be completed when repaired items are returned and placed on the casino gaming floor, noting the return date of the temporary items. The process shall follow the installation procedures set forth in Part D of this Section, as applicable.

F. INTERIOR ACCESS

The following procedures shall ensure that proper measures are in place during the access of the interior cabinet or sensitive area of any gaming system, component, or device.

1. During the access of the interior area to any gaming system, component, or device, the following shall apply:
 - a. Anytime a gaming system, component, or device is accessed, the reason for entry shall be documented on a Machine Entry Access Log (MEAL ticket) or similar log, which meets all specified requirements per Section 3-Gaming System MICS.

- b. Interior access work shall only be completed by licensed and trained employees and/or authorized vendor representatives.
 - c. For any maintenance or repair work, a Work Order shall also be required in addition to the completion of the MEAL ticket or similar log.
 - d. During maintenance or repair work, the authorized technician shall be witnessed by the physical presence of Security and observed by Surveillance prior to entry, during the entire phase of work.
 - e. No access shall be permitted to the contents of the bill acceptor canister without the presence of individuals in accordance with Section 3-Gaming Systems MICS Part 3.24.
 - f. Legible completion of the MEAL ticket or similar log shall be completed at all times of interior access, excluding the Count / Drop Team process.
2. Interior access requiring the replacement of hardware, software, or other sensitive items shall be completed in accordance, including but not limited to the following:
- a. Maintenance requiring the entry into the sensitive areas of the interior shall require completion of the GMAR in accordance with Part C of this Section and authorized by CNGC.
 - b. The physical presence of a CNGC Agent is required with Surveillance notification, prior to entry. If a CNGC Agent is not present, refer to Part I of this Section.
 - c. A CNGC Agent shall seal all compartments according to Part B of this Section.
 - d. A CNGC Agent shall accompany the technician to the proper area and remain present for observation during the repair/service in its entirety. If a CNGC Agent needs to leave the area then Security must be notified and remain with the technician per this Part.
 - e. Legible completion of the GMAR and MEAL ticket or similar log shall be completed by the authorized technician at all times of sensitive interior access, excluding the Count/Drop team process.
3. For Wide Area Progressives (WAP), access to the logic board, microprocessor compartment, or any other area of the programmable storage media, is prohibited without the presence and authorization of both a CNGC Agent(s) and a WAP service representative.

G. GAMING FLOOR PLAN

The following procedure ensures accurate monitoring and surveillance coverage of casino gaming floors.

1. Each facility shall complete a floor plan, including but not limited to, gaming system, component, and/or device layout with identification of type and number. Coding can be utilized as long as there is a legend for explanation.
2. A copy of the floor plan and updates shall be given to CNGC, in accordance with CNE Operational Policies and Procedures, Section EGM Floor plan layout, and the facility licensing requirements of this CNGC document.
3. Floor plans shall be submitted with the facility license application for both new and existing facilities during the renewal process. Floor plan updates and revisions shall be submitted with a GMAR when altering the layout during installation and any activity or movement.

H. GENERAL MAINTENANCE AND REPAIR

The following procedures shall ensure proper documentation and accountability of gaming system general maintenance and repair by technicians. This Part shall indicate the areas that require the use of CNGC Work Order. Maintenance or repair of any gaming system, component, or device shall not take place unless a Work Order is obtained by CNGC in accordance to this Section

1. The facility shall maintain an individual maintenance history file on each gaming system, component, or device on the property according to Section 3.25 of Gaming Systems MICS.
2. Upon a gaming malfunction to a system, component, or device, the malfunction shall be reported in accordance with Section 3-Gaming Systems MICS Part 3.25 item C and pursuant to Prize Claim requirements in the Tribal-State Compact.
3. General maintenance and repair shall be reported on the Work Order, which shall include but not be limited to the following cases:
 - a. Light bulb changes;
 - b. Foam padding changes; and
 - c. General maintenance as determined and approved by CNGC.

4. Work Orders shall be completed including but not limited to the following information:

- a. A detailed description of work performed and/or parts replaced;
- b. Reason for the work;
- c. The CNGC tag number and the casino machine number;
- d. Date and time work was done; and
- e. Name and identification of person or vendor performing the work, as applicable.

5. Work Orders shall not be required to have CNGC authorization. However, Work Orders shall be submitted to CNGC Agents prior to general maintenance and repair. CNGC Agents shall have the responsibility for notification to CNGC on all work orders.

6. Work Orders shall be maintained by CNGC and categorized by vendor for reporting and auditing requirements.

7. General maintenance and repair shall only be completed by licensed and trained employees and/or authorized vendor representatives.

8. CNGC Agents shall have the ability, with supervisory authorization and/or notification with proper documentation if supervisors cannot be reached, to shut down, drop, audit, and test any gaming system, component, or device that may appear to be malfunctioning and not immediately repairable. If such action is warranted, the procedures in Part C-F of this Section may apply.

I. EMERGENCY REQUIREMENTS

The following procedures shall ensure that proper measures are taken when emergency situations arise with any gaming system, component, or device pursuant to this Section.

1. If a CNGC Agent(s) is not readily available, CNGC shall be notified within twenty-four (24) hours of the occurrence and supplied with appropriate documentation (GMAR and other similar logs or documentation) regarding the event.
2. If a CNGC Agent(s) is not readily available, the gaming operation may have access to sensitive keys where programmable storage media or logic board areas are located with proper authorization by CNGC Agent(s) and witnessed by the physical

presence of Security and observed by Surveillance prior to entry and during the entire phase of work.

3. If a CNGC Agent(s) cannot be reached to authorize an emergency action or need to obtain sensitive keys, then the gaming operation shall make a notation of the time a call was place or notification was tried on the GMAR in accordance with and inclusive Part I, items 1 and 2, of this Section.

4. If unscheduled repairs, shutdowns, or deliveries occur, CNGC shall be notified immediately via fax, e-mail, or through CNGC Agents. CNGC Agents shall make every effort to observe all emergency situations and work with gaming operations in accordance with this Section in order to maintain compliance.

J. NON-COMPLIANCE PENALTY

1. A non-compliance penalty at the discretion of CNGC may result in disciplinary action up to and including suspension and/or revocation of an individual gaming permit or license, including the Vendor Gaming License and Facility License, and/or a monetary fine.

2. This license shall institute a dress code to be adhered to by the employees of the licensed gaming establishment.



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CHEROKEE NATION GAMING COMMISSION
RULES AND REGULATIONS

CHAPTER:	Authorization of Gaming Activity	CHAPTER #:	VII
SUBJECT:	Gaming Machine Fee Assessment, Tracking, & Reporting	SECTION –SUBSECTION:	C
EFFECTIVE DATE:	10/27/2008	SUPERSEDES MATERIAL DATED:	07/02/1999
APPROVED BY:		DATE:	09/04/2008

PURPOSE

The purpose of this Chapter is to implement relevant provisions of Indian Gaming Regulatory Act (IGRA) (25 U.S.C. § 2706, 2710 and 2712), the National Indian Gaming Commission (NIGC) regulations, the Cherokee Nation Code Annotated Title 4 (Gaming Ordinance), the Tribal-State Compact, and other applicable laws and regulations relating to the role and responsibility of Cherokee Nation Gaming Commission (CNGC) to regulate gaming systems, components, and devices within the jurisdiction of CNGC.

SCOPE

This Section shall cover all authorized gaming machines operating at licensed Cherokee gaming facilities residing in Indian Country. The fees assessed on the machines shall be assessable on the owner of the authorized gaming machines.

A. FEE ASSESSMENT

1. A monthly operating fee of four-dollars (\$4.00) shall be assessed on each gaming machine operating at licensed Cherokee gaming facilities residing in Indian Country as defined in Title 4 of the Cherokee Nation Code Annotated.
2. The fee shall be assessed on the owner of each gaming machine.
 - a. In the case of machines owned by a licensed gaming vendor and leased to a gaming facility, the fee shall be assessed on the vendor.
 - b. In the case of machines purchased from a licensed gaming vendor and owned by the gaming facility, the fee shall be assessed on the gaming facility.
 - c. For any machine(s) that is/are purchased, the fee shall be assessed on the gaming facility as of the date of purchase as indicated in the purchase agreement. Should the agreement provide for a retro-active purchase date, the

fees assessed on both the vendor and gaming facility shall be adjusted to reflect the relevant fees for each party as of the date of purchase.

3. The respective fee shall be calculated using data derived from CNGC and gaming facility gaming machine records.

B. TRACKING / REPORTING

1. The Cherokee Nation Gaming Commission and the gaming facilities are required to maintain records for all machines installed in and removed from each licensed gaming facility.
2. Gaming machine records are to be kept in a database and shall capture all relevant data, as may be defined by the CNGC from time-to-time, including, but not limited to detailing ownership of the machine and/or the date of purchase by the gaming operation.
3. A report shall be generated by both the CNGC and the gaming operation at the end of each month, with any discrepancies being resolved prior to the generation and submission of invoices to the respective machine owner.
4. Gaming facility management is required to notify the CNGC prior to purchase of any / all machines and shall provide a copy of the signed purchase agreement, which shall clearly state the date of purchase as well as machine specific information.
5. Gaming facility management is required to notify the CNGC prior to any proposed sale of owned gaming machines and shall provide a copy of the signed sales agreement upon execution.



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CHEROKEE NATION GAMING COMMISSION
RULES AND REGULATIONS

CHAPTER:	Authorization of Gaming Activity	CHAPTER #:	VII
SUBJECT:	Card & Table Game Chip Standards	SECTION –SUBSECTION:	D
EFFECTIVE DATE:	27 May 2010	SUPERSEDES MATERIAL DATED:	
APPROVED BY:		DATE:	01/21/2010

PURPOSE

The purpose of this Chapter is to implement relevant provisions of Indian Gaming Regulatory Act (IGRA) (25 U.S.C. § 2706, 2710 and 2712), the National Indian Gaming Commission (NIGC) regulations, the Cherokee Nation Code Annotated Title 4 (Gaming Ordinance), the Tribal-State Compact, and other applicable laws and regulations relating to the role and responsibility of Cherokee Nation Gaming Commission (CNGC) to regulate gaming systems, components, and devices within the jurisdiction of CNGC.

SCOPE

This Section shall cover all instruments accepted at and/or issued by card and table games operations at all licensed gaming facilities offering such games.

A. DEFINITIONS

For the purpose of this section, the following definitions shall apply.

“Value Chip” – a non-metal or partly metal representative of value issued by the casino for use at table and/or card games at the gaming facility.

“Non-value Chip” – a non-metal or partly metal chip or token for use at table and/or card games at the gaming facility including, but not limited to tournament chips, card-based craps, or card- based roulette chips.

“Token” – a metal representative of value issued by the casino for use at table and/or card games at the gaming facility.

Unless otherwise stated, all references to chips shall be read as inclusive of both value and non-value chips.

B. APPROVAL PROCESS

1. The gaming operation shall not issue any chips or tokens for use in the gaming facility, or redeem any such chips or tokens, unless approved by the Gaming Commission.
2. Any proposed modifications to previously approved chips or tokens must receive approval by the Gaming Commission prior to effecting such changes.
3. Applications for approval of new chips, tokens, and modifications to previously approved chips or tokens must be made, processed and determined in such manner and using such forms as required by the Gaming Commission.

C. STANDARDS

- A. In order to be considered for approval, gaming management must supply the following for all new chips, tokens, or proposed modifications to previously approved chips and/or tokens.
 1. An exact drawing, in color, of each side and the edge of the proposed chip or token, drawn to actual size or drawn to larger than actual size (and in scale), and showing the measurements of the proposed chip or token in each dimension;
 2. Written specifications for the proposed chips or tokens;
 3. The name and address of the manufacturer. Said manufacturer must be a licensed and bonded vendor prior to ordering;
 4. The intended use for the chip or token;
 5. Verification upon oath, notarized affirmation, executed by the chief operating officer of the chip or token manufacturer, or a person with equivalent responsibilities, that it has a written system of internal controls, which describes in detail the current administrative, accounting and security procedures which are utilized in the manufacture, storage, and shipment of the chips, tokens and related materials. The written system must include, at a minimum, a detailed narrative description of the procedures and controls implemented to insure the integrity and security of the manufacturing process, from design through shipment, including but not limited to those procedures and controls designed specifically to:
 - a. Provide for the secure storage or destruction of all pre-production prototypes, samples, production rejects and other products;

- b. Provide security over the finished art work, hubs, plates dies, molds, stamps and other related items which are used in the manufacturing process;
- c. Prevent the unauthorized removal of product from the production facility through the utilization of security devices such as metal detectors and surveillance cameras;
- d. Restrict access to raw materials, work in process, and finished goods inventories to authorized personnel.
- e. Provide such other or additional information as the Commission may require.

The Commission may in writing approve variations from the specific requirements of this regulation if in the opinion of the Commission the alternative controls and procedures meet the objectives of this regulation.

- B. If, after receiving and reviewing the items and information described by this regulation, the Commission is satisfied that the proposed chips, tokens and related information conform to the requirements of this regulation, the Commission shall notify the licensee or the manufacturer authorized by the licensee to produce the chips or tokens in writing and shall request, and the licensee or the manufacturer shall provide a sample of the proposed chips or tokens in final, manufactured form. If the Commission is satisfied that the sample conforms with the requirements of this regulation and the information submitted with the licensee's application, the Commission shall approve the proposed chips or tokens and notify the licensee in writing. The Commission may retain the sample chips and tokens submitted pursuant to this subsection.
- C. Chips and tokens must be designed, manufactured, and constructed so as to prevent counterfeiting of the chips and tokens to the fullest extent possible. Chips and tokens must not deceptively resemble any current or past coinage of the United States or any other nation.
- D. Each value chip must be designed so that when stacked with chips or tokens of other denominations and viewed by surveillance, the denomination of the chip can be distinguished from that of other chips and tokens in the stack.
- E. Chips with a value of Twenty-Five Dollars (\$25) or more must incorporate unique security measures to reduce the risk of counterfeiting.
- F. Before new chips or tokens can be put into use in the casino they must be counted and inspected by management and witnessed and verified by a Gaming Commission

representative. Copies of all order, shipping, and inventory documents must be provided to the Commission as they become available.

G. Value chips and tokens must contain the following minimum qualities:

- a. The name of the gaming facility shall be inscribed on at least one side of each chip or token. Each chip or token will be deemed to have three sides: top face as designated with gaming facility logo or other identifying marking; reverse face, and; side / rim of the chip or token;
- b. The value of the chip or token shall be inscribed on at least one side of each chip or token.

H. The above standards apply to the primary chips used by a gaming facility as well as any secondary (i.e. back-up) sets of chips.

I. The above standards shall not apply to any chips or tokens currently utilized at the gaming facilities for a grandfather clause period of two (2) years as of the effective date of this regulation.

- a. The grandfather clause provided above does not apply to any chips or tokens that may be developed after the effective date of this regulation. Further, any replacement chip sets or tokens that may be required due to the detection of counterfeit items are not covered by the grandfather clause and shall be developed under the terms of Section C of this regulation.
- b. Documentation of all current active chip sets must be on file with the CNGC as a condition of being covered by the grandfather clause.

D. REDEMPTION AND DISPOSAL OF CHIPS AND TOKENS

1. When chips or tokens are deemed to be defective or damaged beyond use they shall be destroyed in a manner as to render them useless. This process shall be approved by the Gaming Commission and witnessed and verified by a Gaming Commission representative.
2. A licensee that permanently removes from use or replaces approved chips or tokens at its gaming facility, or that ceases operating its card and/or table games, must prepare a plan for redeeming discontinued chips and tokens that remain outstanding at the time of discontinuance. The licensee must submit the plan in writing to the Commission not later than thirty (30) days before the proposed removal, replacement, or closure, unless the closure cannot reasonably be

anticipated, in which event the licensee must submit the plan as soon as reasonably practicable. The Commission shall strive to review and act on the proposed plan within thirty (30) days of receipt and may approve the plan or require reasonable modifications as a condition of approval. Upon approval of the plan, the licensee shall implement the plan as approved.

3. In addition to such other reasonable provisions as the Commission may approve or require, the plan must provide for:
 - a. Redemption of outstanding, discontinued chips and tokens in accordance with this regulation for at least one-hundred twenty (120) days after the removal or replacement of the chips or tokens or for at least one-hundred twenty (120) days after operations cease, as the case may be, or for such longer or shorter period as the Commission may for good cause approve or require;
 - b. Redemption of the chips and tokens at the premises of the gaming facility;
 - c. Publication of notice of the discontinuance of the chips and tokens and of the redemption and the pertinent times and locations subject to the Commission's approval of the form of the notice;
 - d. Destruction or such other disposition of the discontinued chips and tokens as the Commission may approve or require.

E. DESTRUCTION OF COUNTERFEIT CHIPS AND TOKENS

1. As used in this section, "counterfeit chips or tokens" means any chip- or token-like objects that have not been approved pursuant to this regulation, not including coins of the United States.
2. All suspected and/or identified counterfeit chips and/or tokens are to be retained and maintained in chip accountability until such time as they are released by the Commission or destruction.
3. Unless a law enforcement officer instructs or a court of competent jurisdiction orders otherwise in a particular case, licensees shall destroy or otherwise dispose of counterfeit chips and tokens discovered at their facilities such manner as the Commission may approve or require.
4. Each licensee shall record, in addition to such other information as the Commission may require:
 - a. The number and denominations, actual and purported, of the counterfeit chips and tokens destroyed or otherwise disposed of pursuant to this section;
 - b. The month during which they were discovered;
 - c. The date, place, and method of destruction or other disposition; and,

- d. The names of the persons carrying out the destruction or other disposition on behalf of the licensee.
5. In the event the primary set of chips is compromised due to counterfeit chips or tokens and are to be removed from use, gaming management shall be required to:
 - a. Provide the Commission with a disposal plan pursuant to Part D (2) of this Section.
 - b. Provide the Commission with a plan to transition to any secondary set of chips or tokens or replacement set of chips or tokens, which must conform to the standards in Part C of this Section.
6. Each licensee shall maintain each record required by this subsection for at least five (5) years, unless the Commission approves or requires otherwise.

F. PROMOTIONAL AND TOURNAMENT CHIPS AND TOKENS

1. As used in this section, “promotional chip” means a chip- or token-like object issued by a licensee for use in promotions or tournaments at the licensee’s gaming facility.
2. Promotional chips must be designed, manufactured, approved, and used in accordance with the provisions of Section C of this regulation applicable to chips and tokens, except as follows:
 - a. Promotional chips must be of such shape and size and have such other specifications as the Commission may approve or require;
 - b. Each side of each promotional chip must conspicuously bear the inscription “No Cash Value”;
3. Promotional chips must not be used, and licensees shall not permit their use, in transactions other than the promotions or tournaments for which they are issued.

G. COMMEMORATIVE CHIPS

1. As used in this section, “commemorative chip” is a specially designed chip issued by a licensee as a collector’s item and that may be used in any card and/or table game and that may be redeemed for cash.
2. Commemorative chips must be designed, manufactured, approved, and used in accordance with the provisions of Section C of this regulation applicable to chips and tokens, except as follows:
 - a. Commemorative chips must be of such shape and size and have such other specifications as the Commission may approve or require;
 - b. Reserved

3. The licensee shall designate the timeframe in which the commemorative chips will be eligible for redemption and shall make such timeframe known to the public through conspicuous postings within the appropriate gaming facility.
4. Commemorative chips shall be included in chip accountability until retired in accordance with Part D of this Section.



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CHEROKEE NATION GAMING COMMISSION
RULES AND REGULATIONS

CHAPTER:	Gaming Dispute Resolution	CHAPTER #:	VIII
SUBJECT:	Class II Gaming Prize Claim	SECTION –SUBSECTION:	A
EFFECTIVE DATE:	1 October 2015	SUPERSEDES MATERIAL DATED:	7/28/2008
APPROVED BY:		DATE:	6/26/2015

PURPOSE

The purpose of this Section is to ensure that patrons are afforded due process in seeking resolution to a dispute arising in connection with Class II game play.

SCOPE

The provisions of this Section shall apply to gaming and gaming-related disputes between gaming patrons and gaming operations that are subject to the jurisdiction of Cherokee Nation Gaming Commission (CNGC).

AUTHORITY

Title 4 § 22 CNCA
25 CFR 522.2 (f)

A. DEFINITIONS

1. Enterprise – The entity conducting gaming operations on behalf of or as authorized by the Cherokee Nation.
2. Cherokee Nation Gaming Commission (CNGC) – The regulatory body established by the Cherokee Nation to oversee and regulate the conduct of gaming on lands owned by the Cherokee Nation.
3. Gaming Activity – Event that is the cause or subject of protest and/or allegation of liability against the enterprise. This definition also covers requests for refunds associated with gaming activities.
4. Senior/Executive Management – The designee authorized to reach a final decision on behalf of the enterprise/gaming operation facility.



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5. Management Official – The Enterprise employee authorized to review claims and render a decision on a patron’s initial prize claim.
6. Prize Claim – A complaint related to: game play resulting in disagreement on behalf of the patron in the amount of any prize which has been awarded; the failure to be awarded a prize through gaming or; the right to receive a refund or other compensation subject to management review and/or investigation.
7. Prize Claim Dispute – Unresolved prize claim or a decision made by the enterprise in reference to a prize claim in which the validity of such is questioned by a patron, thus, requiring further review.
8. Prize Limit – The maximum amount of any prize claim shall be the amount of the prize which the claimant establishes he/she was entitled to be awarded. The maximum allowed payout will be determined per the game pay table, pay structure, and/or pot.

B. NO CAUSE OF ACTION CREATED

Provisions of this Section or of any other Chapter of these Rules and Regulations shall not create a cause of action against any gaming operation, gaming employee, the Cherokee Nation, or the CNGC.

C. CLAIMS PROCESS

1. A patron may initiate a claim by notifying casino personnel of the gaming activity event for which payment is being sought.
2. Claims will be primarily handled through a process set forth by the enterprise as approved by the CNGC.



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3. The Management Official receiving the claim shall investigate information available to render a decision within seventy-two (72) hours.
4. After considering the information available, the Management Official shall inform the patron of his/her decision in writing, which shall be consistent with all applicable rules, terms and conditions relating to the claim.
5. The Management Official cannot reasonably reach a decision within seventy (72) hours, the Management Official may request from the patron an extension of time in which to render a decision. The extension request must be provided to the patron in writing and specify the reason(s) why additional time is necessary. If the patron agrees, he/she must sign the extension request, which shall be for no more than thirty (30) calendar days from the date the claim was filed. A copy of the signed extension must be provided to the CNGC within forty-eight (48) hours of receipt by the Management Official.
6. Should the patron disagree with the decision rendered by the Management Official, the Management Official shall inform the patron of the Dispute Resolution Process and provide the patron with notice of the patron’s rights and responsibilities. Notice shall be on a form approved by the CNGC that shall set forth the address of Senior/Executive Management where a dispute may be filed.
7. A copy of the dispute notice shall be maintained by management and provided to the CNGC within forty-eight (48) hours.

D. FILING A DISPUTE

1. A patron may dispute a decision of a Management Official by filing a written dispute with Senior/Executive Management within ten (10) calendar days of the denial of their claim or from the date of the occurrence, whichever is later. Failure by the patron to file the dispute within this timeframe shall bar further review.



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2. The dispute must set forth the patron’s full name, address, telephone number (if any), and email address (if any), as well as the full name, address, telephone number and email address (if any) of any representative authorized to act or settle the claim on behalf of the patron.
3. The dispute must contain all information and/or documentation available to the patron on a form provided by Senior/Executive Management, as approved by the CNGC.
4. Senior/Executive Management shall have seventy-two (72) hours after receipt of the dispute in which to render a decision based on a fair and objective review of all available evidence, in accordance with house and game rules.
5. The decision of Senior/Executive Management shall be in writing and shall be hand-delivered (with a witness present) or sent via certified mail to the patron or their authorized agent and the CNGC. The decision must contain a clear statement of the decision and of the reason(s) and/or considerations supporting such.
6. Compensation, if so awarded, may not exceed the amount of the claim or prize limit.
7. A copy of the Gaming Dispute Procedures outlining all appeal procedures adopted by the CNGC, in compliance with this section, shall be enclosed with the decision.
8. Notice of Senior/Executive Management’s decision shall be deemed served should the patron refuse delivery. Proof of delivery or refusal shall be provided to CNGC within forty-eight (48) hours of receipt by the enterprise.



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E. APPEAL TO THE CNGC

1. A patron may file an appeal of Senior/Executive Management’s decision by filing a Petition for Review within fifteen (15) calendar days after receipt of the decision of Senior/Executive Management. Failure by a patron to file an appeal within this timeframe shall render Senior/Executive Management’s decision final and binding on the patron.
2. A Petition for Review sent via First Class Mail shall be considered timely filed if postmarked prior to the expiration of the fifteen (15) calendar-day period. Petitions for Review that are not filed within the time provided for in this section shall be summarily dismissed, unless the CNGC determines that Senior/Executive Management failed to timely inform the patron of the deadline for petitioning to the CNGC. Requests for extensions of time to file the Petition for Review may be granted at the discretion of the CNGC.
3. Decisions of Senior/Executive Management are subject to review by the CNGC only when the following requirements have been met:
 - a. The claimant delivered a valid, timely, written prize claim dispute notice to the enterprise pursuant to section D (1) of this section;
 - b. The prize claim has been denied by Senior/Executive Management, and;
 - c. The Petition for Review was filed with CNGC within fifteen (15) days of receipt of Senior/Executive Management’s decision.
4. A dispute shall not be subject to direct review by CNGC; provided, however, if the CNGC determines that the Management Official and/or Senior/Executive Management did not make dispute resolution procedures and/or forms available to the patron, a dispute may then be reviewed by the CNGC in accordance with the rules of this section. The CNGC’s decision to hear such a dispute shall be irrespective of the deadlines contained in sections 1, 2, and 3 above.



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5. The CNGC shall not consider any issues contained in the Petition for Review that were not first presented to the Management Official and/or Senior/Executive Management.
6. The Petition for Review shall be signed by the patron and submitted to the CNGC, and shall set forth:
 - a. The patron’s name, address, telephone number and email address (if any), as well as the full name, address, telephone number and email address (if any) for any representative authorized to act or settle the claim on behalf of the patron;
 - b. A statement of the facts and circumstances giving rise to the dispute;
 - c. A copy of Gaming Management’s decision and a statement of why the decision was erroneous;
 - d. Copies of any pertinent documents, affidavits, or statements of witnesses that were presented to Senior/Executive Management in support of the patron’s position shall be submitted with the Petition for Review, and;
 - e. A description of the relief sought.
7. Upon receipt of a timely filed Petition for Review, the CNGC shall notify Senior/Executive Management and request copies of Senior/Executive Managements’ decision and any reports, evidence, or other materials considered by Senior/Executive Management in reaching its decision.
8. At any time after the filing of the Petition for Review, the CNGC, in its discretion, may order the parties to submit additional writings, statements, records, books, exhibits, documents or other tangible things relevant to the issues raised in the Petition for Review. CNGC may, in its discretion, conduct its own inquiry into the allegations by requesting additional statements from witnesses or inspecting



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gaming facilities. The Rules of Evidence shall not apply to review proceedings unless the CNGC orders otherwise.

9. Within ten (10) calendar days of receipt of a copy of the Petition for Review, the gaming facility may file a response as well as any counter-affidavits or statements of witnesses in support of its position.
10. Copies of the Petition for Review, any subsequent motions and documents filed by either party with the CNGC shall be mailed to all other parties involved in the case.

F. REPRESENTATION BY COUNSEL

1. In proceedings before the CNGC, the patron and/or the gaming facility may appear pro se or through an attorney admitted to practice before the courts of Cherokee Nation, provided the attorney has filed an entry of appearance no less than five (5) days before a hearing with a copy of same contemporaneously mailed to the other party.
2. In all cases under this Chapter, the parties to review proceedings before the CNGC shall bear their own respective costs and attorney’s fees, regardless of which party may prevail.

G. HEARINGS

1. CNGC’s participation in the dispute resolution process hereunder shall be limited to a determination of whether the Management Official or Senior/Executive Management fairly applied all applicable rules, terms and conditions to facts proved with substantial evidence. CNGC shall not conduct trials de novo and any hearings it may order shall be for the limited purpose of determining the fairness of Senior/Executive Management’s decision. Accordingly, unless the CNGC, in its sole discretion, orders otherwise, issues raised in the Petition for Review shall



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be decided without hearings or oral testimony of the parties or witnesses, but instead shall be decided on the basis of the documents, written statements, reports and/or other tangible things submitted by the parties and considered by Management. Documents and materials not considered by the Management Official or Senior/Executive Management will not be reviewed by the CNGC unless the CNGC, in its discretion, determines that the dispute would not be fairly resolved without considering such documents or materials.

2. The CNGC’s decision shall be in writing and copies of same shall be mailed to the parties via certified mail, return receipt requested. In its decision, the CNGC shall determine whether the decision of the facility’s Management was based on substantial evidence and whether Management fairly applied applicable rules, terms and conditions posted at the facility when the dispute arose. The CNGC may affirm, reverse, or modify Management’s decision, or remand the dispute to Senior/Executive Management for further action.

H. APPEAL OF CNGC DECISION

1. The CNGC’s decision shall state that the decision may be appealed to the Cherokee Nation District Court within thirty (30) calendar days of the receipt of the CNGC’s decision, or the decision will become final without further right of review.
2. The appeal is initiated by the patron by filing a Notice of Appeal with the Cherokee Nation District Court which shall contain a statement of the grounds for the appeal.
3. Should the patron disagree with the decision of the Cherokee Nation District Court, he/she may appeal the decision to the Cherokee Nation Supreme Court by filing a written appeal within thirty (30) days of receipt of the District Court’s decision. Failure to file an appeal within this timeframe will render the District Court’s decision final without further right of review. The decision of the Supreme Court will be final and binding.



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I. REPORTING REQUIREMENTS

1. An electronic report of all claims and disputes must be maintained in a format approved by the CNGC and must permit the data to be queried by:
 - a. Facility name;
 - b. Vendor, if applicable;
 - c. Claim type (e.g. gaming machine, tournament, refund)
 - d. Machine number, if applicable;
 - e. Claim/dispute amount;
 - f. Claim/dispute status;
 - g. Date of claim/dispute occurrence;
 - h. Date filed;
 - i. Date of approval/denial;
 - j. Description of any pertinent documents received by patron, satisfaction of reporting requirements to the patron and the CNGC by date, if such reporting is required by this section.
2. All claims/disputes shall be referenced by a control number within this report.
3. The claims/disputes report shall be provided to the CNGC upon request.



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APPROVED BY:		DATE:	6/26/2015

J. PENALTIES

In the event that the CNGC finds reasonable evidence that management failed to comply with any provision of this chapter, the CNGC may take action on the gaming license(s) of management personnel found to be in violation of this regulation and/or assess a fine in accordance with CNGC Regulations contained in Chapter X Sections B and C and any other applicable regulation.



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CHEROKEE NATION GAMING COMMISSION
RULES AND REGULATIONS

CHAPTER:	Gaming Dispute Resolution	CHAPTER #:	VIII
SUBJECT:	Compact Gaming Prize Claim	SECTION –SUBSECTION:	B
EFFECTIVE DATE:	1 October 2015	SUPERSEDES MATERIAL DATED:	7/28/2008
APPROVED BY:		DATE:	6/26/2015

PURPOSE

The purpose of this Section is to ensure that patrons are afforded due process in seeking resolution to a dispute arising in connection with Compact game play.

SCOPE

The provisions of this Section shall apply to gaming-related disputes between gaming patrons and gaming operations that are subject to the jurisdiction of Cherokee Nation Gaming Commission (CNGC).

AUTHORITY

Title 4 § 22 CNCA
Tribal-State Compact Part 5 (A); Part 6 (B)

A. DEFINITIONS

1. Enterprise – The entity conducting gaming operations on behalf of or as authorized by the Cherokee Nation.
2. Cherokee Nation Gaming Commission (CNGC) – The regulatory body established by the Cherokee Nation to oversee and regulate the conduct of gaming on lands owned by the Cherokee Nation.
3. Compact Game – An electronic and/or card/table game authorized under the model compact and as described in O.S. Title 3A.
4. Gaming Activity – Event that is the cause or subject of protest and/or allegation of liability against the Enterprise. This definition also covers requests for refunds associated with gaming activities.



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CHAPTER:	Gaming Dispute Resolution	CHAPTER #:	VIII
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5. Management Official – The Enterprise employee authorized to review claims and render a decision on a patron’s prize claim.
6. Prize Claim – A complaint related to: game play resulting in disagreement on behalf of the patron in the amount of any prize which has been awarded; the failure to be awarded a prize through gaming or; the right to receive a refund or other compensation subject to management review and/or investigation.
7. Prize Claim Dispute – Unresolved prize claim or a decision made by the Enterprise in reference to a prize claim in which the validity of such is questioned by a patron, thus, requiring further review.
8. Prize Limit – The maximum amount of any prize claim shall be the amount of the prize which the claimant establishes he/she was entitled to be awarded. The maximum allowed payout will be determined per the game pay table, pay structure, and/or pot.
9. State Compliance Agency (SCA) – The agency charged with overseeing compact gaming on behalf of the State of Oklahoma; currently, the Office of State Finance.

B. NO CAUSE OF ACTION CREATED

Provisions of this Section or of any other Chapter of these Rules and Regulations shall not create a cause of action against any gaming operation, gaming employee, Cherokee Nation, or the CNGC.

C. CLAIMS PROCESS

1. A patron may initiate a claim for the event for which payment is being sought by filing a written prize claim notice with either casino personnel or with the CNGC.



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- a. A copy of the dispute notice filed with Enterprise shall be provided to the CNGC and the SCA within forty-eight (48) hours.
 - b. A copy of the dispute notice filed with the CNGC shall be provided to the Enterprise and the SCA within forty-eight (48) hours.
2. The written prize claim notice shall state:
- a. The date, time, place and circumstances of the incident upon which the prize claim is based;
 - b. The identity of any persons known to have information regarding the incident, including employees or others involved in or who witnessed the incident;
 - c. The amount demanded and the basis for said amount;
 - d. The name, address, telephone number and email address (if any) of the claimant, and the name, address, telephone number and email address (if any) of any representative authorized to act or settle the claim on behalf of the claimant.
3. All notices of prize claims must be filed within ten (10) calendar days of the occurrence. Failure to file a claim within this timeframe will forever bar further review.
4. All notices of prize claims shall be signed by the claimant. The prize claim notice shall be signed under oath.
5. Enterprise, through a designated Management Official, shall promptly review, investigate and make a determination regarding the prize claim.
- a. Claimants shall cooperate in providing information, including personal sworn statements and agreeing to be interviewed, as Enterprise shall reasonably request.



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- b. The claimant is permitted to have counsel present during any such interview.
 - c. A list of designated Management Officials shall be on file with the CNGC with updates being provided quarterly or as the list is modified.
 - d. Notice of the Management Official’s decision shall be provided to CNGC upon issuance along with all supporting documentation used in rendering the decision.
6. If the prize claim is not resolved within seventy-two (72) hours from the time of filing the claim in accordance with paragraphs 2 and 3 of this subsection, the CNGC shall immediately notify the SCA in writing that the claim has not been resolved.
 7. In the event the claim is resolved, the CNGC shall not be obligated to report that fact to the SCA, but shall make CNGC reports available for review.
 8. Any portion of a prize claim which is unresolved shall be deemed denied if Enterprise fails to notify the claimant in writing of its approval within thirty (30) calendar days of the filing date, unless the parties agree by written agreement to extend the date. Each extension shall be for no more than thirty (30) calendar days, but there shall be no limit on the number of written agreements for extensions; provided that no written agreements for extension shall be valid unless signed by the claimant and an authorized representative of the CNGC. The claimant and the Enterprise may continue attempts to settle a claim beyond an extended date; provided, settlement negotiations shall not extend the date of denial in the absence of a written extension required by this paragraph.

D. FILING A DISPUTE

1. A patron may dispute a decision by Enterprise by filing a written dispute with Gaming Management within ten (10) calendar days of the denial of their claim or from the date of the occurrence, whichever is later. Failure by the patron to file the dispute within this timeframe shall bar further review.



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2. The written dispute notice shall state:
 - a. The date, time, place and circumstances of the incident upon which the prize claim is based;
 - b. The identity of any persons known to have information regarding the incident, including employees or others involved in or who witnessed the incident;
 - c. The amount demanded and the basis for said amount;
 - d. The name, address, telephone number and email address (if any) of the claimant, and the name, address, telephone number and email address (if any) of any representative authorized to act or settle the claim on behalf of the claimant.

3. Notice of Gaming Management’s decision shall be deemed served should the patron refuse delivery. Proof of delivery or refusal shall be provided to CNGC within forty-eight (48) hours of receipt by the Enterprise.

E. APPEAL TO THE CHEROKEE NATION DISTRICT COURT

1. An appeal may be initiated by the patron by filing a Notice of Appeal with the Cherokee Nation District Court which shall contain a statement of the grounds for the appeal.

2. A judicial proceeding for any cause arising from a prize claim may be maintained in accordance with and subject to the limitations of subsection C of this Part only if the following requirements have been met:
 - a. The claimant has followed all procedures required by this Part, including without limitation, the delivery of a valid and timely written prize claim notice to the Enterprise,



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- b. The Enterprise has denied the prize claim, and
- c. The claimant has filed the judicial proceeding no later than one hundred eighty (180) days after denial of the claim by the Enterprise; provided that neither the claimant nor the Enterprise may extend the time to commence a judicial proceeding.

F. NOTICE REQUIREMENTS

- 1. Notices explaining the procedure and time limitations with respect to making a prize claim shall be prominently posted in the facility. Such notices shall explain the method and places for making claims, that this procedure is the exclusive method of making a prize claim, and that claims that do not follow this procedure shall be forever barred.
- 2. The Enterprise shall make pamphlets containing the requirements in this subsection readily available to all patrons of the facility and shall provide such pamphlets to a claimant approved by CNGC within five (5) days of the filing date of a claim.

G. REPORTING REQUIREMENTS

- 1. An electronic report of all claims and disputes must be maintained in a format approved by the CNGC and must permit the data to be queried by:
 - a. Facility name;
 - b. Vendor, if applicable;
 - c. Claim type (e.g. gaming machine, tournament, refund)
 - d. Machine or table number, if applicable;



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- e. Claim/dispute amount;
 - f. Claim/dispute status;
 - g. Date of claim/dispute occurrence;
 - h. Date filed (may be the date received by the CNGC);
 - i. Date notice sent to CNGC/SCA;
 - j. Date of approval/denial;
 - k. Description of any pertinent documents received by patron, satisfaction of reporting requirements to the patron and the CNGC by date, if such reporting is required by this section.
2. All claims/disputes shall be referenced by a control number within this report.
 3. The claims/disputes report shall be provided to the CNGC upon request.

H. PENALTIES

In the event that the CNGC finds reasonable evidence that management failed to comply with any provision of this chapter, the CNGC may take action on the gaming license(s) of management personnel found to be in violation of this regulation and/or assess a fine in accordance with CNGC Regulations contained in Chapter X Sections B and C and any other applicable regulation.



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CHAPTER:	Gaming Dispute Resolution	CHAPTER #:	VIII
SUBJECT:	Off-Track Wagering Gaming Prize Claim	SECTION –SUBSECTION:	C
EFFECTIVE DATE:	1 October 2015	SUPERSEDES MATERIAL DATED:	7/28/2008
APPROVED BY:		DATE:	6/26/2015

PURPOSE

The purpose of this Section is to ensure that patrons are afforded due process in seeking resolution to a dispute arising in connection with the Off-Track Wagering Compact.

SCOPE

The provisions of this Section shall apply to gaming-related disputes between gaming patrons and gaming operations that are subject to the jurisdiction of Cherokee Nation Gaming Commission (CNGC).

AUTHORITY

Title 4 § 22 CNCA
 Off-Track Wagering Compact § 8 Claims

A. DEFINITIONS

1. Enterprise – The entity conducting gaming operations on behalf of or as authorized by the Cherokee Nation.
2. Cherokee Nation Gaming Commission (CNGC) – The regulatory body established by the Cherokee Nation to oversee and regulate the conduct of gaming on lands owned by the Cherokee Nation.
3. Compact – The Off-Track Wagering Compact entered into between the Cherokee Nation and the State of Oklahoma.
4. Gaming Activity – Event that is the cause or subject of protest and/or allegation of liability against the enterprise. This definition also covers requests for refunds associated with gaming activities.



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CHAPTER:	Gaming Dispute Resolution	CHAPTER #:	VIII
SUBJECT:	Off-Track Wagering Gaming Prize Claim	SECTION –SUBSECTION:	C
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5. Management Official – The Enterprise employee authorized to review and render a decision on a patron’s prize claim.
6. Prize Claim – A complaint related to: game play resulting in disagreement on behalf of the patron in the amount of any prize which has been awarded; the failure to be awarded a prize through gaming or; the right to receive a refund or other compensation subject to management review and/or investigation. This term is synonymous with “Wagering Claim” as defined in the Off-Track Wagering Compact.
7. Prize Claim Dispute – Unresolved prize claim or a decision made by the enterprise in reference to a prize claim in which the validity of such is questioned by a patron, thus, requiring further review.
8. Prize Limit – The maximum amount of any prize claim shall be the amount of the prize which the claimant establishes he/she was entitled to be awarded. The maximum allowed payout will be determined per the game pay table, pay structure, and/or pot.
9. State Compliance Agency (SCA) – The agency charged with overseeing compact gaming on behalf of the State of Oklahoma; currently, the Office of State Finance.

B. NO CAUSE OF ACTION CREATED

Provisions of this Section or of any other Chapter of these Rules and Regulations shall not create a cause of action against any gaming operation, gaming employee, Cherokee Nation, or the CNGC.

C. CLAIMS PROCESS

1. A patron may initiate a claim for the event for which payment is being sought by filing a written prize claim notice with the CNGC at the facility where the gaming



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activity took place. A copy of the claim will be provided to CNE within forty-eight (48) hours of receipt.

2. The written prize claim notice shall state:
 - a. The date, time, place and circumstances of the incident upon which the prize claim is based;
 - b. The identity of any persons known to have information regarding the incident, including employees or others involved in or who witnessed the incident;
 - c. The amount demanded and the basis for said amount;
 - d. The name, address and telephone number of the claimant, and the name, address and telephone number of any representative authorized to act or settle the claim on behalf of the claimant.
3. All notices of prize claims must be filed within ninety (90) days of the occurrence. Failure to file a claim within this timeframe will forever bar further review.
4. All notices of prize claims shall be signed by the patron. The prize claim notice shall be signed under oath.
5. CNE, through a designated Management Official, shall promptly review, investigate and make a determination regarding the prize claim.
 - a. Claimants shall cooperate in providing information, including personal sworn statements and agreeing to be interviewed, as CNE shall reasonably request.
 - b. The claimant is permitted to have counsel present during any such interview.
 - c. A list of designated Management Officials shall be on file with the CNGC with updates being provided quarterly or as the list is modified.



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6. Notice of CNEs decision shall be deemed served should the patron refuse delivery. Proof of delivery or refusal shall be provided to CNGC within forty-eight (48) hours of receipt by the enterprise.
7. A claim is deemed denied if CNE fails to approve the claim in its entirety within ninety (90) days of receipt, unless the interested parties have reached a settlement agreement before the expiration of that period. A claim not resolved in ninety (90) days is deemed denied.
8. A patron may not initiate suit unless the claim has been denied in whole or in part. The patron and CNE may continue attempts to settle a claim; however, settlement negotiations do not extend the date of denial.
9. A claim against CNE shall be barred unless litigation to pursue a denied claim is commenced within one (1) year of the denial of such claim. Neither the patron nor CNE may extend the time to commence an action by continuing to attempt settlement of the claim.

D. APPEAL TO THE CHEROKEE NATION DISTRICT COURT

1. An appeal may be initiated by the patron by filing a Notice of Appeal with the Cherokee Nation District Court which shall contain a statement of the grounds for the appeal.
2. No action for any cause arising from a patron gaming dispute shall be maintained unless valid notice has been given and the action is commenced in the Cherokee Nation District Court within one (1) year after denial of the claim.



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SUBJECT:	Off-Track Wagering Gaming Prize Claim	SECTION –SUBSECTION:	C
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APPROVED BY:		DATE:	6/26/2015

E. NOTICE REQUIREMENTS

Notices explaining the dispute resolution procedures for wagering claims shall be posted in prominent locations in each gaming facility and the copies will be made available upon request to the patron.

F. REPORTING REQUIREMENTS

1. An electronic report of all claims and disputes must be maintained in a format approved by the CNGC and must permit the data to be queried by:
 - a. Facility name;
 - b. Vendor, if applicable;
 - c. Claim type (e.g. gaming machine, promotion, tournament, refund)
 - d. Machine or table number, if applicable;
 - e. Claim/dispute amount;
 - f. Claim/dispute status;
 - g. Date of claim/dispute occurrence;
 - h. Date filed (may be the date received by the CNGC);
 - i. Date notice sent to CNGC/SCA;
 - j. Date of approval/denial;



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- k. Description of any pertinent documents received by patron, satisfaction of reporting requirements to the patron and the CNGC by date, if such reporting is required by this section.
- 2. All claims/disputes shall be referenced by a control number within this report.
- 3. The claims/disputes report shall be provided to the CNGC upon request.

G. PENALTIES

In the event that the CNGC finds reasonable evidence that management failed to comply with any provision of this chapter, the CNGC may take action on the gaming license(s) of management personnel found to be in violation of this regulation and/or assess a fine in accordance with CNGC Regulations contained in Chapter X Sections B and C and any other applicable regulation.



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CHAPTER:	Gaming Dispute Resolution	CHAPTER #:	VIII
SUBJECT:	Promotional Activity Prize Claim	SECTION – SUBSECTION:	D
EFFECTIVE DATE:	10 December 2015	SUPERSEDES MATERIAL DATED:	
APPROVED BY:		DATE:	10 Dec 2015

PURPOSE

The purpose of this Section is to ensure that patrons are afforded due process in seeking resolution to a dispute arising in connection with promotional activity offered by a gaming facility licensed by the Cherokee Nation Gaming Commission.

SCOPE

The provisions of this Section shall apply to disputes between gaming patrons concerning marketing and/or other promotional activity, whether or not it is connected to gaming activity, and gaming operations that are subject to the jurisdiction of Cherokee Nation Gaming Commission (CNGC).

AUTHORITY

Title 4 § 20 CNCA
Title 4 § 22 CNCA
Title 4 § 28 CNCA
25 CFR 522.2
25 CFR 543.12
Tribal-State Compact Part 5 (A)
Tribal-State Compact Part 6 (B)

A. DEFINITIONS

1. *Enterprise* – The entity conducting gaming operations on behalf of or as authorized by the Cherokee Nation.
2. *Cherokee Nation Gaming Commission (CNGC)* – The regulatory body established by the Cherokee Nation to oversee and regulate the conduct of gaming on lands owned by the Cherokee Nation.

3. *Gaming Activity* – Event that is the cause or subject of protest and/or allegation of liability against the enterprise. This definition also covers requests for refunds associated with gaming activities.
4. *Senior/Executive Management* – The designee authorized to reach a final decision on behalf of the enterprise/gaming operation facility.
5. *Management Official* – The Enterprise employee authorized to review claims and render a decision on a patron's initial prize claim.
6. *Prize Claim* – A complaint related to: game play resulting in disagreement on behalf of the patron in the amount of any prize which has been awarded; the failure to be awarded a prize through gaming or; the right to receive a refund or other compensation subject to management review and/or investigation.
7. *Prize Claim Dispute* – Unresolved prize claim or a decision made by the enterprise in reference to a prize claim in which the validity of such is questioned by a patron, thus, requiring further review.
8. *Prize Limit* – The maximum amount of any prize claim shall be the amount of the prize which the claimant establishes he/she was entitled to be awarded.
9. *Promotional Activity* – An event marketed by a gaming facility using advertisements, special events, or endorsements wherein incentives (e.g. discounts, free items, a contest for prizes, or a tournament) are offered to gaming patrons.

B. NO CAUSE OF ACTION CREATED

Provisions of this Section or of any other Chapter of these Rules and Regulations shall not create a cause of action against any gaming operation, gaming employee, the Cherokee Nation, or the CNGC.

C. CLAIMS PROCESS

1. A patron may initiate a claim by notifying casino personnel of the event for which payment is being sought.
2. Claims will be primarily handled through a process set forth by the enterprise as approved by the CNGC.
3. The Management Official receiving the claim shall investigate information available to render a decision within seventy-two (72) hours.

4. After considering the information available, the Management Official shall inform the patron of his/her decision in writing, which shall be consistent with all applicable rules, terms and conditions relating to the claim.
5. The Management Official cannot reasonably reach a decision within seventy (72) hours, the Management Official may request from the patron an extension of time in which to render a decision. The extension request must be provided to the patron in writing and specify the reason(s) why additional time is necessary. If the patron agrees, he/she must sign the extension request, which shall be for no more than thirty (30) calendar days from the date the claim was filed. A copy of the signed extension must be provided to the CNGC within forty-eight (48) hours of receipt by the Management Official.
6. Should the patron disagree with the decision rendered by the Management Official, the Management Official shall inform the patron of the Dispute Resolution Process and provide the patron with notice of the patron's rights and responsibilities. Notice shall be on a form approved by the CNGC that shall set forth the address of Senior/Executive Management where a dispute may be filed.
7. A copy of the dispute notice shall be maintained by management and provided to the CNGC within forty-eight (48) hours.

D. FILING A DISPUTE

1. A patron may dispute a decision of a Management Official by filing a written dispute with Senior/Executive Management within ten (10) calendar days of the denial of their claim or from the date of the occurrence, whichever is later. Failure by the patron to file the dispute within this timeframe shall bar further review.
2. The dispute must set forth the patron's full name, address, telephone number (if any), and email address (if any), as well as the full name, address, telephone number and email address (if any) of any representative authorized to act or settle the claim on behalf of the patron.
3. The dispute must contain all information and/or documentation available to the patron on a form provided by Senior/Executive Management, as approved by the CNGC.
4. Senior/Executive Management shall have seventy-two (72) hours after receipt of the dispute in which to render a decision based on a fair and objective review of all available evidence, in accordance with house and game rules.
5. The decision of Senior/Executive Management shall be in writing and shall be hand-delivered (with a witness present) or sent via certified mail to the patron or their authorized agent and the CNGC. The decision must contain a clear statement of the decision and of the reason(s) and/or considerations supporting such.

6. Compensation, if so awarded, may not exceed the amount of the claim or prize limit.
7. A copy of the Gaming Dispute Procedures outlining all appeal procedures adopted by the CNGC, in compliance with this section, shall be enclosed with the decision.
8. Notice of Senior/Executive Management's decision shall be deemed served should the patron refuse delivery. Proof of delivery or refusal shall be provided to the CNGC within forty-eight (48) hours of receipt by the enterprise.

E. APPEAL TO THE CNGC

1. A patron may file an appeal of Senior/Executive Management's decision by filing a Petition for Review within fifteen (15) calendar days after receipt of the decision of Senior/Executive Management. Failure by a patron to file an appeal within this timeframe shall render Senior/Executive Management's decision final and binding on the patron.
2. A Petition for Review sent via First Class Mail shall be considered timely filed if postmarked prior to the expiration of the fifteen (15) calendar-day period. Petitions for Review that are not filed within the time provided for in this section shall be summarily dismissed, unless the CNGC determines that Senior/Executive Management failed to timely inform the patron of the deadline for petitioning to the CNGC. Requests for extensions of time to file the Petition for Review may be granted at the discretion of the CNGC.
3. Decisions of Senior/Executive Management are subject to review by the CNGC only when the following requirements have been met:
 - a. The claimant delivered a valid, timely, written prize claim dispute notice to the enterprise pursuant to section D (1) of this section;
 - b. The prize claim has been denied by Senior/Executive Management, and;
 - c. The Petition for Review was filed with CNGC within fifteen (15) days of receipt of Senior/Executive Management's decision.
4. A dispute shall not be subject to direct review by CNGC; provided, however, if the CNGC determines that the Management Official and/or Senior/Executive Management did not make dispute resolution procedures and/or forms available to the patron, a dispute may then be reviewed by the CNGC in accordance with the rules of this section. The CNGC's decision to hear such a dispute shall be irrespective of the deadlines contained in sections 1, 2, and 3 above.

5. The CNGC shall not consider any issues contained in the Petition for Review that were not first presented to the Management Official and/or Senior/Executive Management.
6. The Petition for Review shall be signed by the patron and submitted to the CNGC, and shall set forth:
 - a. The patron's name, address, telephone number and email address (if any), as well as the full name, address, telephone number and email address (if any) for any representative authorized to act or settle the claim on behalf of the patron;
 - b. A statement of the facts and circumstances giving rise to the dispute;
 - c. A copy of Gaming Management's decision and a statement of why the decision was erroneous;
 - d. Copies of any pertinent documents, affidavits, or statements of witnesses that were presented to Senior/Executive Management in support of the patron's position shall be submitted with the Petition for Review, and;
 - e. A description of the relief sought.
7. Upon receipt of a timely filed Petition for Review, the CNGC shall notify Senior/Executive Management and request copies of Senior/Executive Managements' decision and any reports, evidence, or other materials considered by Senior/Executive Management in reaching its decision.
8. At any time after the filing of the Petition for Review, the CNGC, in its discretion, may order the parties to submit additional writings, statements, records, books, exhibits, documents or other tangible things relevant to the issues raised in the Petition for Review. CNGC may, in its discretion, conduct its own inquiry into the allegations by requesting additional statements from witnesses or inspecting gaming facilities. The Rules of Evidence shall not apply to review proceedings unless the CNGC orders otherwise.
9. Within ten (10) calendar days of receipt of a copy of the Petition for Review, the gaming facility may file a response as well as any counter-affidavits or statements of witnesses in support of its position.
10. Copies of the Petition for Review, any subsequent motions and documents filed by either party with the CNGC shall be mailed to all other parties involved in the case.

F. REPRESENTATION BY COUNSEL

1. In proceedings before the CNGC, the patron and/or the gaming facility may appear pro se or through an attorney admitted to practice before the courts of Cherokee Nation,

provided the attorney has filed an entry of appearance no less than five (5) days before a hearing with a copy of same contemporaneously mailed to the other party.

2. In all cases under this Chapter, the parties to review proceedings before the CNGC shall bear their own respective costs and attorney's fees, regardless of which party may prevail.

G. HEARINGS

1. CNGC's participation in the dispute resolution process hereunder shall be limited to a determination of whether the Management Official or Senior/Executive Management fairly applied all applicable rules, terms and conditions to facts proved with substantial evidence. CNGC shall not conduct trials de novo and any hearings it may order shall be for the limited purpose of determining the fairness of Senior/Executive Management's decision. Accordingly, unless the CNGC, in its sole discretion, orders otherwise, issues raised in the Petition for Review shall be decided without hearings or oral testimony of the parties or witnesses, but instead shall be decided on the basis of the documents, written statements, reports and/or other tangible things submitted by the parties and considered by Management. Documents and materials not considered by the Management Official or Senior/Executive Management will not be reviewed by the CNGC unless the CNGC, in its discretion, determines that the dispute would not be fairly resolved without considering such documents or materials.
2. The CNGC's decision shall be in writing and copies of same shall be mailed to the parties via certified mail, return receipt requested. In its decision, the CNGC shall determine whether the decision of Senior/Executive Management was based on substantial evidence and whether Management fairly applied applicable rules, terms and conditions posted at the facility when the dispute arose. The CNGC may affirm, reverse, or modify Management's decision, or remand the dispute to Senior/Executive Management for further action.

H. APPEAL OF CNGC DECISION

1. The CNGC's decision shall state that the decision may be appealed to the Cherokee Nation District Court within thirty (30) calendar days of the receipt of the CNGC's decision, or the decision will become final without further right of review.
2. The appeal is initiated by the patron by filing a Notice of Appeal with the Cherokee Nation District Court which shall contain a statement of the grounds for the appeal.
3. Should the patron disagree with the decision of the Cherokee Nation District Court, he/she may appeal the decision to the Cherokee Nation Supreme Court by filing a written appeal within thirty (30) days of receipt of the District Court's decision. Failure to file an

appeal within this timeframe will render the District Court's decision final without further right of review.

4. The decision of the Supreme Court will be final and binding.

I. REPORTING REQUIREMENTS

1. An electronic report of all claims and disputes must be maintained by the Enterprise in a format approved by the CNGC and must permit the data to be queried by:
 - a. Facility name;
 - b. Vendor, if applicable;
 - c. Claim type (e.g. gaming machine, tournament, refund)
 - d. Machine number, if applicable;
 - e. Claim/dispute amount;
 - f. Claim/dispute status;
 - g. Date of claim/dispute occurrence;
 - h. Date filed;
 - i. Date of approval/denial;
 - j. Description of any pertinent documents received by patron, satisfaction of reporting requirements to the patron and the CNGC by date, if such reporting is required by this section.
2. All claims/disputes shall be referenced by a control number within this report.
3. The claims/disputes report shall be provided to the CNGC upon request.

J. PENALTIES

In the event that the CNGC finds reasonable evidence that management failed to comply with any provision of this chapter, the CNGC may take action on the gaming license(s) of management personnel found to be in violation of this regulation and/or assess a fine in accordance with CNGC Regulations contained in Chapter X Sections B and C and any other applicable regulation.



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CHEROKEE NATION GAMING COMMISSION
RULES AND REGULATIONS

CHAPTER:	Gaming Dispute Resolution	CHAPTER #:	VIII
SUBJECT:	Tort Claim Process	SECTION – SUBSECTION:	E
EFFECTIVE DATE:	10 December 2015	SUPERSEDES MATERIAL DATED:	
APPROVED BY:		DATE:	10 December 2015

PURPOSE

The purpose of this Section is to ensure that patrons are afforded due process in seeking resolution to a dispute arising in connection with promotional activity offered by a gaming facility licensed by the Cherokee Nation Gaming Commission.

SCOPE

The provisions of this Section shall apply to disputes between gaming patrons concerning marketing and/or other promotional activity, whether or not it is connected to gaming activity, and gaming operations that are subject to the jurisdiction of Cherokee Nation Gaming Commission (CNGC).

AUTHORITY

Title 4 § 20 CNCA
Title 4 § 22 CNCA
Title 4 § 28 CNCA
25 CFR 522.2
25 CFR 543.12
Tribal-State Compact Part 5 (A)
Tribal-State Compact Part 6 (B)

A. DEFINITIONS

1. *Enterprise* – The entity conducting gaming operations on behalf of or as authorized by the Cherokee Nation.
2. *Cherokee Nation Gaming Commission (CNGC)* – The regulatory body established by the Cherokee Nation to oversee and regulate the conduct of gaming on lands owned by the Cherokee Nation.

3. *Facility* – Any building of the tribe in which the covered games authorized by a tribal-state compact are conducted by the enterprise, located on lands under the jurisdiction of the Cherokee Nation.
4. *Gaming Activity* – Event that is the cause or subject of protest and/or allegation of liability against the enterprise. This definition also covers requests for refunds associated with gaming activities.
5. *Senior/Executive Management* – The designee authorized to reach a final decision on behalf of the enterprise/gaming operation facility.
6. *Management Official* – The Enterprise employee authorized to review claims and render a decision on a patron's initial prize claim.
7. *Patron* – Any person who is on the premises of a gaming facility for the purposes of playing covered games authorized by any tribal-state compact to which the Cherokee Nation is a party.
8. *Prize Claim* – A complaint related to: game play resulting in disagreement on behalf of the patron in the amount of any prize which has been awarded; the failure to be awarded a prize through gaming or; the right to receive a refund or other compensation subject to management review and/or investigation.
9. *Prize Claim Dispute* – Unresolved prize claim or a decision made by the enterprise in reference to a prize claim in which the validity of such is questioned by a patron, thus, requiring further review.
10. *Prize Limit* – The maximum amount of any prize claim shall be the amount of the prize which the claimant establishes he/she was entitled to be awarded.
11. *Promotional Activity* – An event marketed by a gaming facility using advertisements, special events, or endorsements wherein incentives (e.g. discounts, free items, a contest for prizes, or a tournament) are offered to gaming patrons.

B. NO CAUSE OF ACTION CREATED

Provisions of this Section or of any other Chapter of these Rules and Regulations shall not create a cause of action against any gaming operation, gaming employee, the Cherokee Nation, or the CNGC.

C. CLAIMS PROCESS

1. A patron may initiate a claim by notifying casino personnel of the event for which payment is being sought.

2. Claims will be primarily handled through a process set forth by the enterprise as approved by the CNGC.
3. The Management Official receiving the claim shall investigate information available to render a decision within seventy-two (72) hours.
4. After considering the information available, the Management Official shall inform the patron of his/her decision in writing, which shall be consistent with all applicable rules, terms and conditions relating to the claim.
5. The Management Official cannot reasonably reach a decision within seventy (72) hours, the Management Official may request from the patron an extension of time in which to render a decision. The extension request must be provided to the patron in writing and specify the reason(s) why additional time is necessary. If the patron agrees, he/she must sign the extension request, which shall be for no more than thirty (30) calendar days from the date the claim was filed. A copy of the signed extension must be provided to the CNGC within forty-eight (48) hours of receipt by the Management Official.
6. Should the patron disagree with the decision rendered by the Management Official, the Management Official shall inform the patron of the Dispute Resolution Process and provide the patron with notice of the patron's rights and responsibilities. Notice shall be on a form approved by the CNGC that shall set forth the address of Senior/Executive Management where a dispute may be filed.
7. A copy of the dispute notice shall be maintained by management and provided to the CNGC within forty-eight (48) hours.

D. FILING A DISPUTE

1. A patron may dispute a decision of a Management Official by filing a written dispute with Senior/Executive Management within ten (10) calendar days of the denial of their claim or from the date of the occurrence, whichever is later. Failure by the patron to file the dispute within this timeframe shall bar further review.
2. The dispute must set forth the patron's full name, address, telephone number (if any), and email address (if any), as well as the full name, address, telephone number and email address (if any) of any representative authorized to act or settle the claim on behalf of the patron.
3. The dispute must contain all information and/or documentation available to the patron on a form provided by Senior/Executive Management, as approved by the CNGC.
4. Senior/Executive Management shall have seventy-two (72) hours after receipt of the dispute in which to render a decision based on a fair and objective review of all available evidence, in accordance with house and game rules.

5. The decision of Senior/Executive Management shall be in writing and shall be hand-delivered (with a witness present) or sent via certified mail to the patron or their authorized agent and the CNGC. The decision must contain a clear statement of the decision and of the reason(s) and/or considerations supporting such.
6. Compensation, if so awarded, may not exceed the amount of the claim or prize limit.
7. A copy of the Gaming Dispute Procedures outlining all appeal procedures adopted by the CNGC, in compliance with this section, shall be enclosed with the decision.
8. Notice of Senior/Executive Management's decision shall be deemed served should the patron refuse delivery. Proof of delivery or refusal shall be provided to the CNGC within forty-eight (48) hours of receipt by the enterprise.

E. APPEAL TO THE CNGC

1. A patron may file an appeal of Senior/Executive Management's decision by filing a Petition for Review within fifteen (15) calendar days after receipt of the decision of Senior/Executive Management. Failure by a patron to file an appeal within this timeframe shall render Senior/Executive Management's decision final and binding on the patron.
2. A Petition for Review sent via First Class Mail shall be considered timely filed if postmarked prior to the expiration of the fifteen (15) calendar-day period. Petitions for Review that are not filed within the time provided for in this section shall be summarily dismissed, unless the CNGC determines that Senior/Executive Management failed to timely inform the patron of the deadline for petitioning to the CNGC. Requests for extensions of time to file the Petition for Review may be granted at the discretion of the CNGC.
3. Decisions of Senior/Executive Management are subject to review by the CNGC only when the following requirements have been met:
 - a. The claimant delivered a valid, timely, written prize claim dispute notice to the enterprise pursuant to section D (1) of this section;
 - b. The prize claim has been denied by Senior/Executive Management, and;
 - c. The Petition for Review was filed with CNGC within fifteen (15) days of receipt of Senior/Executive Management's decision.
4. A dispute shall not be subject to direct review by CNGC; provided, however, if the CNGC determines that the Management Official and/or Senior/Executive Management did not make dispute resolution procedures and/or forms available to the patron, a dispute may then be reviewed by the CNGC in accordance with the rules of this section. The CNGC's decision to hear such a dispute shall be irrespective of the deadlines contained in sections 1, 2, and 3 above.

5. The CNGC shall not consider any issues contained in the Petition for Review that were not first presented to the Management Official and/or Senior/Executive Management.
6. The Petition for Review shall be signed by the patron and submitted to the CNGC, and shall set forth:
 - a. The patron's name, address, telephone number and email address (if any), as well as the full name, address, telephone number and email address (if any) for any representative authorized to act or settle the claim on behalf of the patron;
 - b. A statement of the facts and circumstances giving rise to the dispute;
 - c. A copy of Gaming Management's decision and a statement of why the decision was erroneous;
 - d. Copies of any pertinent documents, affidavits, or statements of witnesses that were presented to Senior/Executive Management in support of the patron's position shall be submitted with the Petition for Review, and;
 - e. A description of the relief sought.
7. Upon receipt of a timely filed Petition for Review, the CNGC shall notify Senior/Executive Management and request copies of Senior/Executive Managements' decision and any reports, evidence, or other materials considered by Senior/Executive Management in reaching its decision.
8. At any time after the filing of the Petition for Review, the CNGC, in its discretion, may order the parties to submit additional writings, statements, records, books, exhibits, documents or other tangible things relevant to the issues raised in the Petition for Review. CNGC may, in its discretion, conduct its own inquiry into the allegations by requesting additional statements from witnesses or inspecting gaming facilities. The Rules of Evidence shall not apply to review proceedings unless the CNGC orders otherwise.
9. Within ten (10) calendar days of receipt of a copy of the Petition for Review, the gaming facility may file a response as well as any counter-affidavits or statements of witnesses in support of its position.
10. Copies of the Petition for Review, any subsequent motions and documents filed by either party with the CNGC shall be mailed to all other parties involved in the case.

F. REPRESENTATION BY COUNSEL

1. In proceedings before the CNGC, the patron and/or the gaming facility may appear pro se or through an attorney admitted to practice before the courts of Cherokee Nation,

provided the attorney has filed an entry of appearance no less than five (5) days before a hearing with a copy of same contemporaneously mailed to the other party.

2. In all cases under this Chapter, the parties to review proceedings before the CNGC shall bear their own respective costs and attorney's fees, regardless of which party may prevail.

G. HEARINGS

1. CNGC's participation in the dispute resolution process hereunder shall be limited to a determination of whether the Management Official or Senior/Executive Management fairly applied all applicable rules, terms and conditions to facts proved with substantial evidence. CNGC shall not conduct trials de novo and any hearings it may order shall be for the limited purpose of determining the fairness of Senior/Executive Management's decision. Accordingly, unless the CNGC, in its sole discretion, orders otherwise, issues raised in the Petition for Review shall be decided without hearings or oral testimony of the parties or witnesses, but instead shall be decided on the basis of the documents, written statements, reports and/or other tangible things submitted by the parties and considered by Management. Documents and materials not considered by the Management Official or Senior/Executive Management will not be reviewed by the CNGC unless the CNGC, in its discretion, determines that the dispute would not be fairly resolved without considering such documents or materials.
2. The CNGC's decision shall be in writing and copies of same shall be mailed to the parties via certified mail, return receipt requested. In its decision, the CNGC shall determine whether the decision of Senior/Executive Management was based on substantial evidence and whether Management fairly applied applicable rules, terms and conditions posted at the facility when the dispute arose. The CNGC may affirm, reverse, or modify Management's decision, or remand the dispute to Senior/Executive Management for further action.

H. APPEAL OF CNGC DECISION

1. The CNGC's decision shall state that the decision may be appealed to the Cherokee Nation District Court within thirty (30) calendar days of the receipt of the CNGC's decision, or the decision will become final without further right of review.
2. The appeal is initiated by the patron by filing a Notice of Appeal with the Cherokee Nation District Court which shall contain a statement of the grounds for the appeal.
3. Should the patron disagree with the decision of the Cherokee Nation District Court, he/she may appeal the decision to the Cherokee Nation Supreme Court by filing a written appeal within thirty (30) days of receipt of the District Court's decision. Failure to file an

appeal within this timeframe will render the District Court's decision final without further right of review.

4. The decision of the Supreme Court will be final and binding.

I. REPORTING REQUIREMENTS

1. An electronic report of all claims and disputes must be maintained by the Enterprise in a format approved by the CNGC and must permit the data to be queried by:
 - a. Facility name;
 - b. Vendor, if applicable;
 - c. Claim type (e.g. gaming machine, tournament, refund)
 - d. Machine number, if applicable;
 - e. Claim/dispute amount;
 - f. Claim/dispute status;
 - g. Date of claim/dispute occurrence;
 - h. Date filed;
 - i. Date of approval/denial;
 - j. Description of any pertinent documents received by patron, satisfaction of reporting requirements to the patron and the CNGC by date, if such reporting is required by this section.
2. All claims/disputes shall be referenced by a control number within this report.
3. The claims/disputes report shall be provided to the CNGC upon request.

J. PENALTIES

In the event that the CNGC finds reasonable evidence that management failed to comply with any provision of this chapter, the CNGC may take action on the gaming license(s) of management personnel found to be in violation of this regulation and/or assess a fine in accordance with CNGC Regulations contained in Chapter X Sections B and C and any other applicable regulation.



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CHEROKEE NATION GAMING COMMISSION
RULES AND REGULATIONS

CHAPTER:	Hearings	CHAPTER #:	IX
SUBJECT:	Hearings – General	SECTION –SUBSECTION:	A
EFFECTIVE DATE:	07/04/2009	SUPERSEDES MATERIAL DATED:	07/28/2008
APPROVED BY:		DATE:	02/11/2009

A gaming license granting by the Cherokee Nation Gaming Commission (CNGC) is a privilege subject to suspension or revocation at any time. The issuance of a license shall not be construed as granting any vested right in or to such license, any employment, or any other opportunity by virtue of which license holder becomes eligible.

A. CNGC shall provide written notification to each Applicant upon the grant or denial of a license, and to licensees upon revocation or suspension of the license. CNGC shall provide written notifications to individuals or entities of CNGC regulatory actions. The notice shall set forth procedures for petition for reconsideration. The notice shall set forth the grounds for suspension, denial, or revocation.

B. CNGC shall afford an applicant for a license an opportunity for a hearing prior to any final action denying such application and shall afford a licensee or any other persons subject to the Cherokee Nation Tribal Gaming Ordinance the opportunity for a hearing prior to taking any final action resulting in denying, terminating, revoking, suspending, or limiting a license or any other adverse action CNGC deems appropriate; provided, CNGC may summarily temporarily suspend or extend suspension of licenses for sixty (60) days in those cases where such action is deemed appropriate by CNGC. In cases where a license is suspended prior to hearing, an opportunity for a hearing shall be provided promptly after suspension at the request of the licensee. CNGC is authorized to adopt rules and regulations, consistent with this Act, governing the conduct of any and all hearings before CNGC as well as the process of issuing, modifying, conditioning, suspending, or revoking any license (L. A. 1-94; Title IV).

C. Whenever, upon preliminary factual finding, CNGC determines that any person has failed to comply with the provisions of this Act or any regulations promulgated hereunder, CNGC shall make a certification of findings with a copy thereof to the subject or subjects of that determination. After five (5) days notice, and within thirty (30) days thereof, CNGC shall hold a hearing at which time the affected person or licensee shall have an opportunity to be heard and present evidence. Written notices from CNGC of

any licensing or regulatory decision shall be considered properly given if delivered personally or sent as certified mail through United States mail services. Notices provided through any means shall be considered properly given if the designated recipient acknowledges receipt or denies receipt in writing.

D. Any person or entity whose license is denied, revoked, suspended, or is subject to a CNGC regulatory action (Petitioner) may file a petition for reconsideration of the decision with CNGC, but said petition must be filed within fifteen (15) working days (Monday - Friday) after receipt of a written decision of CNGC.

E. All hearings regarding licensing or regulatory proceedings shall be closed to the public unless, upon request of a CNGC Commissioner or a Petitioner, the hearings are opened by vote of at least two members of the CNGC Commissioners. The "Public" shall mean anyone who is not a member of CNGC Commissioners or its staff, a party to the hearing (including representative thereof), or a witness. At such hearing it shall be the obligation of the Petitioner or Licensee to show cause why the preliminary determination is incorrect, why the application in question should not be denied, why license in question shall not be revoked or suspended, why the period of suspension should not be extended, or show cause why special conditions or limitations upon license should not be imposed, to show cause why any other action regarding any other person or persons subject to any action by CNGC should not be taken. The burden shall be on the Petitioner to present any and all information at the hearing that the Petitioner considers applicable to the issues, including whether the evidence and information considered was erroneous, whether it was erroneously interpreted, or whether it was considered in error. Petitioners may present oral and written evidence in support of their position, and may have an attorney and have witnesses present at the hearing. Petitioners shall bear their own costs for legal representation, witnesses, and any other costs associated with their appeal. The admission of evidence and testimony shall be based on a determination by CNGC, as to the reliability of such evidence.

F. CNGC shall promptly notify the Petitioner in writing of its final determination. CNGC determination shall be final when issued, and no further appeal will be heard on the matter by CNGC.

G. The Cherokee Nation District Court shall have exclusive jurisdiction to hear appeals from final decisions of CNGC denying, modifying, conditioning, or revoking any licenses. (See Appeals Section 19, Title 4, Cherokee Nation Code)



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CHEROKEE NATION GAMING COMMISSION
RULES AND REGULATIONS

CHAPTER:	Hearings	CHAPTER #:	IX
SUBJECT:	Procedures for Hearings	SECTION –SUBSECTION:	B
EFFECTIVE DATE:	07/23/2009	SUPERSEDES MATERIAL DATED:	
APPROVED BY:		DATE:	03/19/2009

PURPOSE

In the continuing growth of tribal gaming facilities and operations, the role of Cherokee Nation Gaming Commission (CNGC) has evolved to include the modernization and formalization of our functions involving the investigation, adjudication, and enforcement of violations. The purpose of this Regulation is to implement all necessary legal requirements pursuant to the Indian Gaming Regulatory Act (IGRA), National Indian Gaming Commission (NIGC), Tribal-State Compact, Legislative Act 13-07 Cherokee Nation Administrative Procedure Act (APA), other Cherokee Tribal Ordinances, and other authorities as applicable.

SCOPE

The CNGC Commissioners shall have an independent investigative detail under their direct control for the purpose of investigating breaches of policy, fiduciary duty, good faith, and/or any other area of concern falling under the influence of CNGC.

This Section shall be implemented and monitored in accordance with CNGC Rules and Regulations and Cherokee Nation Entertainment (CNE) Policies and Procedures, and applies to all levels of individual CNGC staff, CNE employees, vendors and/or their employees, and all gaming facilities within Cherokee Nation jurisdiction.

A. CONFLICT OF INTEREST

The creation of separate department, Enforcement Services Department (ESD), with a Manager, Paralegal or Compliance Officer, and Investigator or Special Agent shall be a department that has the ability to report directly to CNGC Commissioners if the need arises. This removes any conflict which would inevitably arise if an investigation expanded to include areas of responsibility of any other CNGC, CNE, or Cherokee Nation department. Further, the position of the CNGC Administrative Hearings Officer (AHO) shall be appointed by the CNGC Commissioners.

The role and responsibilities of CNGC ESD is to implement all necessary legal requirements involving the investigation, adjudication, and enforcement of violations. During this procedure, if findings are of a criminal nature, the AHO shall contact Cherokee Nation Marshal Service (CNMS) and evidence gathered by CNGC shall be turned over to CNMS. CNMS is the investigating authority for Criminal investigations of crimes committed against CNE and its interests which may include, but are not limited to, theft of CNE money or property; attempts to defraud CNE of its assets; including attempts to cheat gaming devices; attempts to bribe CNE employees; or misappropriation of CNE funds.

CNMS involvement shall not prevent CNGC from taking corrective action deemed necessary to ensure operations and/or personnel are compliant with governing regulation especially in the areas of gaming, gaming operations, environmental, public health and safety.

B. INVESTIGATIONS

CNGC shall monitor the various variance reporting tools currently in use, such as Security Summaries, ICQ Questionnaires, Inspectors reports, Violation reports, CNE Title 31 variance reporting, reports from the general public and any other mechanism that may be currently in use or which may come into being in the future.

Because of the potential for harm to an individual and the possibility of destruction or distortion of evidence, when an issue warranting investigation comes to the attention of CNGC an initial investigation should be conducted with strict confidentiality and as minimal involvement of additional personnel or resources as possible. As soon as the CNGC agent investigating the issue has gathered sufficient information or evidence, they must present the information to the CNGC AHO, or designee in a “Show Cause Hearing.”

C. SHOW CAUSE HEARINGS

A non-adversarial hearing held on the record presided over by the AHO or their designee, at which time the CNGC agent must present a Prima Fascia case to the AHO of the issue at hand and the information or evidence gathered. The AHO upon motion of the CNGC agent may:

1. Grant the motion to open a formal investigation;
2. Deny the motion to open a formal investigation;
3. Table the motion and direct the CNGC agent to seek additional information as may be necessary in order for the AHO to reach a final decision.

D. MOTIONS GRANTED

When the CNGC AHO sustains the motion of the CNGC agent to open a formal investigation, a case number is assigned with the following format {year-number}. For example the first investigation of this year would be 2009-01, the next 2009-02, and so forth.

E. POWERS OF THE ADMINISTRATIVE HEARING OFFICER

The AHO shall possess the power to grant motions to compel testimony from any person applying, holding, or working for a holder of a license granted by CNGC.

1. General Powers. In any proceeding under this part, the AHO shall have all appropriate powers necessary to conduct fair and impartial hearings, including, but not limited to, the following:
 - a. Conduct formal hearings in accordance with the provisions of the APA and of this part;
 - b. Administer oaths and examine witnesses;
 - c. Compel the production of documents and appearance of witnesses in control of the parties;
 - d. Compel the appearance of witnesses by the issuance of subpoenas as authorized by this act;
 - e. Issue decisions;
 - f. Take any action authorized by CNGC;
 - g. Exercise, for the purpose of the hearing and in regulating the conduct of the proceeding, such powers as are necessary and appropriate therefore; and
 - h. Take other appropriate measures necessary to enable him/her to discharge the duties of the office.
2. If any person in proceedings before an AHO disobeys or resists any lawful order or process, or misbehaves during a hearing or so near the place thereof to obstruct the same, or neglects to produce, after having been ordered to do so, any pertinent book, paper, or document, or refuses to appear after having been subpoenaed, or upon appearing refuses to take the oath as a witness, or after having taken the oath refuses to be examined according to the AHO responsible for the adjudication may:

- a. Grant summary judgment adverse to the offending party;
- b. Suspend the license of the offending party until such time as they cooperate with the orders of the AHO;
- c. Suspend the license of the offending party until such time as the CNGC Commissioners may meet to consider revocation of the individuals license; or
- d. Any other remedy granted him or her through CNGC or any policy thereof.

F. PRE-HEARING STATEMENTS

1. At any time prior to the commencement of the hearing, the AHO may order any party to file a pre-hearing statement of position.
2. A pre-hearing statement shall state the name of the party or parties on whose behalf it is presented and shall briefly set forth the following matters, unless otherwise ordered by the AHO:
 - a. Issues involved in the proceedings;
 - b. Facts stipulated together with a statement that the party or parties have communicated or conferred in a good faith effort to reach stipulation to the fullest extent possible;
 - c. Facts in dispute;
 - d. Witnesses, except to the extent that disclosure would be privileged, and exhibits by which disputed facts will be litigated;
 - e. A brief statement of applicable law, ordinance, policy, rule or regulation;
 - f. The conclusions to be drawn;
 - g. The estimated time required for presentation of the party's or parties' case; and
 - h. Any appropriate comments, suggestions, or information which might assist the parties or the AHO in preparing for the hearing or otherwise aid in the disposition of the proceeding.

G. AMICUS CURIAE

A brief of amicus curiae may be filed with permission of the AHO upon motion or

petition of the amicus curiae. The amicus curiae shall not participate in any way in the conduct of the hearing, including the presentation of evidence and the examination of witnesses.

H. DISCOVERY

1. Parties may obtain discovery by one or more of the following methods and the frequency or extent of these methods may be limited by the AHO upon his or her own initiative or pursuant to a motion under paragraph (F) of this section:

- a. Depositions upon oral examination or written questions;
- b. Written interrogatories;
- c. Production of documents or things, or permission to enter upon land or other property, for inspection and other purposes;
- d. Physical; and
- e. Requests for admission.

2. Unless otherwise limited by order of the AHO in accordance with the rule in this part, the parties may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the proceeding, including the existence, description, nature, custody, condition, and location of any books, documents, or other tangible things, and the identity and location of persons having knowledge of any discoverable matter.

I. DEPOSITIONS

Any party desiring to take the deposition of a witness shall give notice in writing to the witness the time and place of the deposition. If documents are requested, the notice shall include a written request for the production of documents.

The following procedures shall apply to depositions:

1. Depositions may be taken by oral examination or upon written interrogatories. Unless the AHO orders otherwise, it may be recorded by sound, sound-and-visual, or stenographic means. Any party may arrange for a transcription to be made from the recording of a deposition taken by non-stenographic means.
2. Each witness testifying upon deposition shall testify under oath. The questions asked and the answers thereto shall be recorded as provided by paragraph (b)(1) of this section. The person administering the oath shall certify in writing that the transcript or recording is a true record of the testimony given by the witness.

- a. If a deponent fails to answer a question asked, or a party upon whom a discovery request is fails to respond adequately or objects to the request or to any part thereof, or fails to permit inspection as requested, the discovering party may move the AHO for an order compelling a response or inspection in accordance with the request. If the AHO determines that an answer does not comply with the requirements of the rules in this part, he or she may order either that the matter is admitted or that an amended answer be served.
 - b. The motion shall set forth and include:
 - (1) The nature of the questions or request;
 - (2) The response or objections of the party upon whom the request was served;
 - (3) Arguments in support of the motion; and
 - (4) A certification that the movant has in good faith conferred or attempted to confer with the person or party failing to make the discovery in an effort to secure information or material without action by the AHO.
3. If a party, an officer or an agent of a party, or a witness, fails to comply with an order, including, but not limited to, an order for the taking of a deposition, the production of documents, the answering of interrogatories, a response to a request for admissions, or any other order of the AHO, the AHO may, for the purposes of permitting resolution of the relevant issues and disposition of the proceeding and to avoid unnecessary delay, take the following actions:
- a. Infer and conclude that the admission, testimony, documents, or other evidence would have been adverse to the non-complying party;
 - b. Rule that for the purposes of the proceeding the matter or matters concerning which the order was issued be taken as established adversely to the non-complying party;
 - c. Rule that the non-complying party may not introduce into evidence or otherwise rely upon testimony by such party, officer, or agent, or the documents or other evidence, in support of or in opposition to any claim or defense;
 - d. Rule that the non-complying party may not be heard to object to introduction and use of secondary evidence to show what the withheld admission, testimony, documents, or other evidence would have shown;

- e. Rule that a pleading, or part of a pleading, or a motion or other submission by the non-complying party, concerning which the order was issued, be stricken, or that a decision of the proceeding be rendered against the non-complying party, or both;
4. For the purposes of this section, an evasive or incomplete response to discovery may be treated as a failure to respond.

J. USE OF DEPOSITIONS AT THE HEARINGS

1. At the hearing, any part or all of a deposition, so far as admissible, may be used against any party who was present or represented at the taking of the deposition or who had due notice thereof, in accordance with any one of the following provisions;
- a. Any deposition may be used by any party for the purpose of contradicting or impeaching the testimony of the deponent as a witness;
 - b. The deposition of an expert witness may be used by any party for any purpose, unless the AHO rules that such use would be unfair or a violation of due process;
 - c. The deposition of a party or of anyone who at the time of taking the deposition was an officer, director, or duly authorized agent of a public or private corporation, partnership, or association which is a party, may be used by any other party for any purpose;
 - d. The deposition of a witness, whether or not a party, may be used by any party for any purpose if the AHO finds:
 - (1) That the witness is dead;
 - (2) That the witness is out of the United States or more than one hundred (100) miles from the place of hearing unless it appears that the absence of the witness was procured by the party offering the deposition;
 - (3) That the witness is unable to attend to testify because of age, sickness, infirmity, or imprisonment;
 - (4) That the party offering the deposition has been unable to procure the attendance of the witness by subpoena; or
 - (5) Upon application and notice, that such exceptional circumstances exist to make it desirable, in the interest of justice, and with due regard to the

importance of presenting the testimony of witnesses orally in open hearing, to allow the deposition to be used.

- e. If only part of a deposition is offered in evidence by a party, any other party may require him or her to introduce all of it which is relevant to the part introduced, and any party may introduce any other parts; and
 - f. Substitution of parties does not affect the right to use depositions previously taken; and, when a proceeding in any hearing has been dismissed and another proceeding involving the parties or their representatives or successors in interest has been brought (or commenced), all depositions lawfully taken and duly filed in the former proceeding may be used in the latter if originally taken therefore.
 - g. A party offering deposition testimony may offer it in stenographic or non-stenographic form, but if in non-stenographic form, the party shall also be responsible for providing a transcript of the portions so offered.
2. Except as provided in this paragraph, objections may be made at the hearing to receiving in evidence any deposition or part thereof for any reason that would require the exclusion of the evidence if the witness were then present and testifying.
3. Objections to the competency of a witness or to the competency, relevancy, or materiality of testimony are not waived by failure to make them before or during the taking of the deposition, unless the ground of the objection is one that might have been obviated or removed if presented at that time.
4. Errors and irregularities occurring at the oral examination in the manner of taking the deposition, in the form of the questions or answers, in the oath or affirmation, or in the conduct of parties and errors of any kind which might be obviated, removed, or cured if promptly presented, are waived unless reasonable objection thereto is made at the taking of the deposition.

K. SUBPOENAS

1. An AHO, upon his or her own initiative or upon request of an individual or entity before a complaint is filed or by a party once a complaint has been filed, may issue subpoenas either prior to or subsequent to the filing of a complaint. Such subpoena may require attendance and testimony of witnesses and production of things including, but not limited to, papers, books, documents, records, correspondence, or tangible things in their possession and under their control and access to such things for the purposes of examination and copying. A subpoena may be served by overnight courier service or overnight mail, certified mail, or by any person who is not less than eighteen (18) years of age.

2. The subpoena shall identify the person or things subpoenaed, the person to whom it is returnable and the place, date, and time at which it is returnable; or the subpoena shall identify the nature of the evidence to be examined and copied, and the date and time when access is requested. For purposes of this subsection, the receipt of the subpoena or a copy of the subpoena shall serve as the notice.

3. Any person served with a subpoena issued by an AHO who intends not to comply with it shall, within ten (10) days after the date of service of the subpoena upon such person or within such other time the AHO deems appropriate, petition the AHO to revoke or modify the subpoena. A copy of the petition shall be served on all parties. If a complaint has not been filed in the matter, a copy of the petition shall be served on the individual or entity that requested the subpoena. The petition shall separately identify each portion of the subpoena with which the petitioner does not intend to comply and shall state, with respect to each such portion, the grounds upon which the petitioner relies. A copy of the subpoena shall be attached to the petition. Within eight (8) days after receipt of the petition, the individual or entity that applied for the subpoena may respond to such petition, and the AHO shall then make a final determination upon the petition. The AHO shall cause a copy of the final determination of the petition to be served upon all parties, or, if a complaint has not been filed, upon the individuals or entities requesting and responding to the subpoena.

4. A party shall have standing to challenge a subpoena issued to a non-party if the party can claim a personal right or privilege in the discovery sought.

5. Failure to comply. Upon the failure of any person to comply with an order to testify or a subpoena issued under this section, the AHO may, where authorized by law, apply through appropriate counsel to the Tribal court of the Cherokee Nation for an order requiring compliance with the order or subpoena.

L. WAIVER OF RIGHT TO APPEAR AND FAILURE TO PARTICIPATE OR TO APPEAR

1. If all parties waive in writing their right to appear before the AHO or to present evidence or argument personally or by representative, it shall be not necessary to give notice of and conduct an oral hearing.

2. A party shall be deemed to have abandoned a complaint or a request for hearing if:

a. Prior to the time for hearing, such party does not show good cause as to why either he or she can appear; or

b. Within ten (10) days after the time for hearing or within such other period as the AHO may allow, such party does not show good cause for such failure to appear.

3. A default decision may be entered, with prejudice, against any party failing, without good cause, to appear at a hearing.

M. MOTION FOR SUMMARY DECISION

1. A complainant, not fewer than thirty (30) days after receipt by respondent of the complaint, may move with or without supporting affidavits for summary decision on all or any part of the complaint.

2. Any Affidavits submitted with the motion shall set forth such facts as would be admissible in evidence in a proceeding.

3. The AHO shall enter a summary decision for either party if the pleadings, affidavits, material obtained by discovery or otherwise, or matters officially noticed show that there is no genuine issue as to any material fact and that a party is entitled to summary decision.

4. Any final order entered as a summary decision shall conform to the requirements for all final orders. A final order made under this section shall include a statement of:

a. Findings of fact and conclusions of law, and the reasons therefore, on all issues presented; and

b. Any terms and conditions of the final order.

5. Where a genuine question of material fact is raised, the AHO shall set the case for an evidentiary hearing.

N. FORMAL HEARINGS

1. Hearings shall be open to the public. The AHO may order a hearing or any part thereof closed, where to do so would be in the best interests of the parties, a witness, the public, or other affected persons. Any order closing the hearing shall set forth the reasons for the decision. Any objections thereto shall be made a part of the record.

2. The AHO shall have jurisdiction to decide all issues of fact.

3. Every party shall have the right of timely notice and all other rights essential to a fair hearing, including, but not limited to, the right to present evidence, to conduct such cross-examination as may be necessary for a full and complete disclosure of the facts, and to be heard by objection, motion, and argument.

4. Every party shall have the right to make a written or oral statement of position. At the discretion of the AHO, participants may file proposed findings of fact,

conclusions of law, and a post hearing brief.

5. When issues not raised by the request for hearing, pre-hearing stipulation, or pre-hearing order are tried by express or implied consent of the parties, they shall be treated in all respects as if they had been raised in the pleadings. Such amendment of the pleadings as may be necessary to cause them to conform to the evidence may be made on motion of any party at any time; but failure to so amend does not affect the result of the hearing of these issues. The AHO may grant a continuance to enable the objecting party to meet such evidence.

O. EVIDENCE

1. All relevant material and reliable evidence is admissible, but may be excluded if its probative value is substantially outweighed by unfair prejudice or confusion of the issues, or by considerations of undue delay, waste of time, immateriality, or needless presentation of cumulative evidence. Stipulations of fact may be introduced in evidence with respect to any issue. Every party shall have the right to present his/her case or defense by oral or documentary evidence, depositions, and duly authenticated copies of records and documents; to submit rebuttal evidence; and to conduct such reasonable cross-examination as may be required for a full and true disclosure of the facts. The AHO shall have the right in his/her discretion to limit the number of witnesses whose testimony may be merely cumulative and shall, as a matter of policy, not only exclude irrelevant, immaterial, or unduly repetitious evidence but shall also limit the cross-examination of witnesses to reasonable bounds so as not to prolong the hearing unnecessarily, and unduly burden the record. Material and relevant evidence shall not be excluded because it is not the best evidence, unless its authenticity is challenged, in which case reasonable time shall be given to establish its authenticity. When only portions of a document are to be relied upon, the offering party shall prepare the pertinent excerpts, adequately identified, and shall supply copies of such excerpts, together with a statement indicating the purpose for which such materials will be offered, to the AHO and to the other parties. Only the excerpts, so prepared and submitted, shall be received in the record. However, the original document should be made available for examination. Compilations, charts, summaries of data, and photo static copies of documents may be admitted in evidence if the proceedings will thereby be expedited and if the material upon which they are based is available for examination by the parties.

2. Objections to the admission or exclusion of evidence shall be in short form, stating the grounds of objections relied upon, and to the extent permitted by the AHO, the transcript shall include argument or debate thereon. Rulings on such objections shall be made at the time of objection or prior to the receipt of further evidence. Such ruling shall be a part of the record.

3. Formal exceptions to the rulings of the AHO made during the course of the

hearing are unnecessary. For all purposes for which an exception otherwise would be taken, it is sufficient that a party, at the time the ruling of the AHO is made or sought, makes known the action he/she desires the AHO to take or his/her objection to an action taken, and his/her grounds therefore.

4. Any offer of proof made in connection with an objection taken to any ruling of the AHO rejecting or excluding proffered oral testimony shall consist of a statement of the substance of the evidence which would be adduced by such testimony, and, if the excluded evidence consists of evidence in documentary or written form or of reference to documents or records, a copy of such evidence shall be marked for identification and shall constitute the offer of proof.

P. OFFICIAL NOTICE

Official notice may be taken of any material fact, not appearing in evidence in the record, which is among the traditional matters of judicial notice. Provided, however, that the parties shall be given adequate notice, at the hearing or by reference in the AHO's decision, of the matters so noticed, and shall be given adequate opportunity to show the contrary.

Q. IN CAMERA AND PROTECTIVE ORDERS

1. Upon application of any person, the AHO may limit discovery or introduction of evidence or enter such orders as in the Judge's judgment may be consistent with the objective of protecting privileged communications and of protecting data and other material the disclosure of which would unreasonably prejudice a party, witness, or third party.

2. Without limiting the discretion of the AHO to give effect to any other applicable privilege, it shall be proper for the AHO to limit discovery or introduction of evidence or to enter such orders as in the Judge's judgment may be consistent with the objective of preventing undue disclosure of classified or sensitive matter. When the AHO determines that information in documents containing sensitive matter should be made available the Judge may direct the producing party to prepare an unclassified or non-sensitive summary or extract of the original. The summary or extract may be admitted as evidence in the record.

3. If the AHO determines that this procedure is inadequate and that classified or otherwise sensitive matter must form part of the record in order to avoid prejudice to any party, the Judge may so advise the parties and provide an opportunity for arrangements to permit a party or a representative to have access to such matter. Such arrangements may include obtaining security clearances or granting a party access to sensitive information and documents subject to assurances against further disclosure.

R. EXHIBITS

1. U All exhibits offered in evidence shall be numbered and marked with a designation identifying the party or intervener by whom the exhibit is offered.
2. When written exhibits are offered in evidence, one copy must be furnished to each of the parties at the hearing, and two copies to the AHO, unless the parties previously have been furnished with copies or the AHO directs otherwise. If the AHO has not fixed a time for the exchange of exhibits, the parties shall exchange copies of exhibits at the earliest practicable time, preferably before the hearing or, at the latest, at the commencement of the hearing.
3. The AHO may permit a party to withdraw original documents offered in evidence and substitute true copies in lieu thereof.

S. RECORDS IN OTHER PROCEEDINGS

In case any portion of the record in any other proceeding or civil or criminal action is offered in evidence, a true copy of such portion shall be presented for the record in the form of an exhibit unless the AHO directs otherwise.

T. DESIGNATION OF PARTS OF DOCUMENTS

Where relevant and material matter offered in evidence is embraced in a document containing other matter not material or relevant and not intended to be put in evidence, the participant offering the same shall plainly designate the matter so offered, segregating and excluding insofar as practicable the immaterial or irrelevant parts. If other matter in such document is in such bulk or extent as would necessarily encumber the record, such document will not be received in evidence, but may be marked for identification, and if properly authenticated, the relevant and material parts thereof may be read into the record, or if the AHO so directs, a true copy of such matter in proper form shall be received in evidence as an exhibit, and copies shall be delivered by the participant offering the same to the other parties appearing at the hearing, who shall be afforded an opportunity to examine the entire document and to offer in evidence in like manner other material and relevant portions thereof.

U. AUTHENTICITY

The authenticity of all documents submitted as proposed exhibits in advance of the hearing shall be deemed admitted unless written objection thereto is filed prior to the hearing, except that a party will be permitted to challenge such authenticity at a later time upon a clear showing of good cause for failure to have filed such written objection.

V. STIPULATIONS

The parties may by stipulation in writing at any stage of the proceeding, or by stipulation made orally at the hearing, agree upon any pertinent facts in the processing. It is desirable that the facts be thus agreed upon so far as and whenever practicable. Stipulations may be received in evidence at a hearing or prior thereto, and when received in evidence, shall be binding on the parties thereto.

W. RECORDS OF HEARINGS

1. A verbatim written record of all hearings shall be kept, except in cases where the proceedings are terminated. All evidence upon which the AHO relies for decision shall be contained in the transcript of testimony, either directly or by appropriate reference. All exhibits introduced as evidence shall be marked for identification and incorporated into the record. Transcripts may be obtained by the parties and the public from the AHO of record.
2. Corrections to the official transcript will be permitted upon motion. Motions for correction must be submitted within ten (10) days of the receipt of the transcript by the AHO or such other time as may be permitted by the AHO. Corrections of the official transcript will be permitted only when errors of substance are involved and only upon approval of the AHO.

X. CLOSING THE RECORD

1. When there is a hearing, the record shall be closed at the conclusion of the hearing unless the AHO directs otherwise.
2. If any party waives a hearing, the record shall be closed on the date set by the AHO as the final date for the receipt of submissions of the parties to the matter.
3. Once the record is closed, no additional evidence shall be accepted into the record except upon a showing that new and material evidence has become available which was not readily available prior to the closing of the record.

Y. RECEIPT OF DOCUMENTS AFTER HEARING

Documents submitted for the record after the close of the hearing will not be received in evidence except upon ruling of the AHO. Such documents when submitted shall be accompanied by proof that copies have been served upon all parties, who shall have an opportunity to comment thereon. Copies shall be received not later than twenty (20) days after the close of the hearing except for good cause shown, and not less than ten (10) days prior to the date set for filing briefs.

Z. RESTRICTED ACCESS

On his/her own motion, or on the motion of any party, the AHO may direct that there be a restricted access portion of the record to contain any material in the record to which public access is restricted by law or by the terms of a protective order entered in the proceedings. This portion of the record shall be placed in a separate file and clearly marked to avoid improper disclosure and to identify it as a portion of the official record in the proceedings.

AA. FINAL ORDER OF THE ADMINISTRATIVE HEARING OFFICER

1. Within twenty (20) days of filing of the transcript of the testimony, or within such additional time as the AHO may allow, the AHO may require the parties to file proposed findings of fact, conclusions of law, and orders, together with supporting briefs expressing the reasons for such proposals. Such proposals and briefs shall be served on all parties and shall refer to all portions of the record and to all authorities relied upon in support of each proposal.
2. The AHO may, by order, require that when a proposed order is filed for the AHO's consideration, the filing party shall submit to the AHO a copy of the proposed order on a CD\DVD.
3. Unless an extension of time is given by the AHO for good cause, the AHO shall enter the final order within sixty (60) days after receipt of the hearing transcript or of post-hearing briefs, proposed findings of fact, and conclusions of law, if any, by the AHO. The final order entered by the AHO shall be based upon the whole record. It shall be supported by reliable and probative evidence. The standard of proof shall be by a preponderance of the evidence.

BB. FILING OF THE OFFICIAL RECORD

Upon timely receipt of notification that an appeal has been taken, a certified copy of the record will be supplied promptly to the CNGC Commissioners.



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CHEROKEE NATION GAMING COMMISSION
RULES AND REGULATIONS

CHAPTER:	Enforcement	CHAPTER #:	X
SUBJECT:	Penalties for Failure to Pay Proceeds	SECTION –SUBSECTION:	A
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

Any delay, maneuver or action of any kind, which in the opinion of Cherokee Nation Gaming Commission (CNGC), is effectuated by any licensee to unlawfully avoid paying the proceeds properly owed to the Cherokee Nation shall constitute grounds for taking any disciplinary action deemed necessary by CNGC, including but not limited to revoking, suspending, limiting, assessment of fine, or refusing to renew the license of any licensee.



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CHEROKEE NATION GAMING COMMISSION

RULES AND REGULATIONS

CHAPTER:	Enforcement	CHAPTER #:	X
SUBJECT:	Non-Compliance by Gaming Facility Employees and Management	SECTION –SUBSECTION:	B
EFFECTIVE DATE:	07/28/2008	SUPERSEDES MATERIAL DATED:	07/01/2007
APPROVED BY:		DATE:	07/28/2008

When Cherokee Nation Gaming Commission (CNGC), through the course of its duties, encounters instances of noncompliance with the established system of internal controls, every effort will be made to identify the person responsible for the instance of noncompliance.

It is the understanding of CNGC that Management of the gaming establishment is chiefly responsible for training and ensuring that employees of the gaming establishment are performing their duties in compliance with all applicable internal controls and policies and procedures.

CNGC will classify instances of noncompliance into three separate categories, which include but are not limited to the following:

- Class A Violations The most serious of violations; including, but not limited to, such activities as deliberate mispays, theft, fraud or use of non-prescription drugs or other controlled substances.

- Class B Violations Consists of, but is not limited to, serious violations such as being in unauthorized restricted areas, breach of confidentiality, removing critical keys from the facility, overages and shortages.

- Class C Violations Consists of, but is not limited to, minor control violations such as failure to sign a form, and not showing empty drop boxes to camera in soft count.

A. PROCEDURES FOR CLASS A VIOLATIONS:

1. Upon discovery of a Class A violation, the CNGC agent will notify the CNGC Director immediately who may suspend the employee’s gaming license pending further investigation.

2. CNGC will then notify Surveillance and Security and the employee will be escorted off the property and informed not to return to the facility unless requested to do so to assist in the investigation.
3. Management and Human Resources will then be notified of the suspension of the employee's license.
4. CNGC will investigate and take action as it deems necessary, in its sole discretion, up to and including license revocation.

B. PROCEDURES FOR CLASS B AND CLASS C VIOLATIONS:

1. Upon discovery of a violation, the CNGC agent shall complete a Violation Report form and shall distribute copies as follows:
 - a. Original to CNGC Background Investigator
 - b. Copy to employee
 - c. Copy to employee supervisor/manager
2. Management must submit a written report to the CNGC Director, or designee, within forty-eight (48) hours of notice stating how the incident was handled and the penalty administered by management, if any.
3. After reviewing the Violation Report and the management report, the CNGC Director, or designee, shall make a determination on the necessary corrective action.
4. The decision of the CNGC Director, or designee, shall then be communicated to the employee and the employee's supervisor.

C. Progressive Discipline Process

1. Class A violations shall automatically result in a license suspension, pursuant to Section 15 of Title 4 of the Cherokee Nation Code Annotated, pending a hearing before CNGC.
 - a. Class B violations
 - b. Class C violations
2. Review the file to determine if the employee is consistently violating the internal controls.

3. If it is determined that the employee is consistently violating the internal controls, and CNGC deems that particular employee as a threat to the Tribe's assets or integrity, CNGC may either suspend or revoke the employee's gaming license (see License Suspension/Revocation).



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CHEROKEE NATION GAMING COMMISSION
RULES AND REGULATIONS

CHAPTER:	Enforcement	CHAPTER #:	X
SUBJECT:	Violations, Sanctions, and Enforcement	SECTION –SUBSECTION:	C
EFFECTIVE DATE:	07/23/2009	SUPERSEDES MATERIAL DATED:	
APPROVED BY:		DATE:	03/19/2009

PURPOSE

The Cherokee Nation Gaming Commission (CNGC) is charged with the overall responsibility of protecting the assets of Cherokee Nation and to ensure the fairness of the gaming environment, which are primary concerns above all else. Through the course of its duties, CNGC encounters instances of non-compliance with the system of internal control established and adopted by Cherokee Nation or the provisions of the Tribal-State Compact or with directives issued verbally by CNGC agents. This Chapter is intended to ensure gaming management and employees are made aware of performance issues that need immediate attention and issues that can be corrected in the future.

It is the understanding of CNGC that gaming management is responsible for training and ensuring that employees of the gaming establishment are performing their duties in compliance with all applicable internal controls, rules, and regulations.

SCOPE

The provisions of this Chapter shall apply equally to individual employees, gaming management, vendors, patrons, etc., as applicable. (Cherokee Nation Code Annotated, Title 4, Section 2)

All matters and occurrences, which indicate that a criminal act under the Tribal Code, Federal law, or State law pursuant to the Tribal-State Compact may have occurred in or around any gaming establishment, shall be immediately reported to the appropriate law enforcement agency and Cherokee Nation Marshal Service (CNMS).

All matters and occurrences contrary to Cherokee Nation Code Annotated (CNCA), CNGC rules and regulations, and verbal directives from CNGC agents, which are not covered under a criminal code, shall be deemed to be a civil violation and are subject to the sanction and enforcement provisions contained within this Chapter.

Nothing contained herein or any civil penalties imposed hereunder shall preclude any criminal prosecution, which may result from a violation of the internal controls, CNGC rules and regulations, or the Tribal-State Compact.

A. VIOLATION CLASSIFICATION

CNGC will classify instances of non-compliance with applicable laws, rules, and regulations into three separate categories. Notwithstanding any other provision of any rule or regulation adopted by CNGC, the Minimum Internal Control Standards (MICS) or the Tribal-State Compact, the following shall apply:

1. **Class A Violations** - The most serious of violations that expose the gaming facility to immediate unnecessary financial, health, or safety risks or that compromise the integrity of the employees, games, or financial accountability of the gaming facility.
2. **Class B Violations** – Serious violations that expose the gaming facility to unnecessary financial, health, or safety risks or that compromise the integrity of the employees, games, or financial accountability of the gaming facility or CNGC, such as the canceling of scheduled machine activity without a minimum of twenty-four (24) hour advance notice to CNGC.
3. **Class C Violations** – Minor violations.

B. PENALTY POINTS

Each warning or violation issued against Cherokee Nation Entertainment (CNE), or any of their management or employees shall carry as associated number of penalty points, dependant upon the violation, mitigating circumstances and the judgment of the Administrative Hearing Officer (AHO). These points will be assessed at the sole discretion of the CNGC by the AHO at the end of the hearing process.

The penalty point total shall run on a calendar year basis and points shall be reset on January 1st of the next year, unless the CNGC Commissioners order a stay, at which time the property shall continue to carry the accumulated penalty points for a time designated by the CNGC Commissioners.

1. **Accumulation Levels of Penalty Points**
 - a. **0 – 1000 Penalty Points:** A property is under normal regulatory control.
 - b. **1001 – 2000 Penalty Points:** A property is under heightened regulatory control.

- c. **2002 – 3000 Penalty Points:** A property is under strict regulatory control.
- d. **3000 plus Penalty Points:** A property is subject to a closure order at the discretion of CNGC.

2. Regulatory Control Definitions

- a. **Standard Regulatory Control:** A level of regulation reserved for properties that demonstrate proactive managerial control and consistently meet the highest standards during CNGC audits and daily monitoring.
- b. **Guarded Regulatory Control:** The most common state of regulation. CNGC agents are onsite daily to monitor activities, consult with CNE management and provide CNGC assistance when needed.
- c. **Elevated Regulatory Control:** A more expansive and intrusive CNGC presence in the daily operations of CNE facility. Audits are performed more frequently and reporting by CNE management is increased.
- d. **Strict Regulatory Control:** The highest state of regulatory control. CNGC appoints a point person to act as the CNGC representative in executing a corrective plan of action with CNE management.
- e. **Closure Order:** CNGC Commissioners orders the casino to cease operations until further notice.

C. FAILURE TO RESPOND OR COMPLY

- 1. It shall be a violation of CNGC's rules and regulations for gaming management to fail to submit reports required under the MICS, the Tribal-State Compact, or other rules and regulations adopted by CNGC on a timely basis.
- 2. It shall be a violation of CNGC's rules and regulations for gaming management to fail to notify CNGC and, as applicable, law enforcement authorities of violations of applicable rules and regulations of violations of applicable criminal statutes within twenty-four (24) hours of the occurrence.
- 3. It shall be a violation of CNGC's rules and regulations for gaming management, vendor, any employee of the gaming facility, or any applicant for a gaming license, to fail to respond or comply with any lawful or proper written request from the CNGC, recommendation, or demand of the CNGC on a timeframe established by the CNGC.

D. APPLICATION OF POLICY

1. Any person who engages in activities on property subject to the jurisdiction of CNGC without a license, in violation of any license or terms imposed thereon, in violation of terms of suspension, in violation of Cherokee Nation Code, in violation of any rule or regulation promulgated by National Indian Gaming Commission (NIGC), in violation of the Tribal-State Compact, or in violation of the rules and regulations of CNGC shall be subject to sanctions in accordance with the Violations – Punishments section of this Chapter.
2. Unless otherwise specified, the sanctions proposed in this Chapter shall not conflict with or limit any sanction provisions contained in other sections of the CNGC Rules and Regulations or in the CNGC MICS.
3. In cases of conflict, if imprecise language, or interpretation, this policy shall take precedent over any other existing policy, procedure, regulation, rule or ordinance. In such a circumstance, the subordinate policy, procedure, rule, regulation or ordinance shall not be deemed altered or changed by the act of subordination.

E. LIMITATIONS PERIOD

No fine shall be assessed nor any action taken for any violation under the preceding section unless the action is initiated within two (2) years of the time that the offense was committed.

F. VIOLATIONS – PUNISHMENT

1. The Cherokee Nation Code specifically provides that all provisions of NIGC regulations, the Tribal-State Compact, and the regulations adopted by CNGC are applicable to the gaming facility and operation, its employees, and (as applicable) patrons, suppliers, vendors, etc. Therefore, any person(s) who violates any provision of the NIGC regulations, the Tribal-State Compact, Title 4 of the CNCA, or the rules and regulations of the CNGC shall be deemed to have violated Cherokee Nation gaming ordinance.
2. Any violation of Cherokee Nation Code, Tribal-State Compact, or the rules and regulations of CNGC may be punished by a fine of no more than Twenty-Five Thousand Dollars (\$25,000.00) for each separate count or violation. CNGC regulation may also include citations and/or references to other Tribal, Federal, State, or local statutes/regulations, as applicable to the gaming establishment, vendors, patrons, and employees.
3. Each occurrence of a violation shall constitute a separate and punishable count or violation. A separate violation may also be applied to each machine, table, piece of

equipment, computer network and/or system, employee, or gaming establishment. All property used or which may be used in activities in each and every separate violation may become the property of Cherokee Nation.

4. Persons may be excluded from any or all facilities under the jurisdiction of CNGC, licenses may be denied, suspended, revoked, or limited and gaming establishments may be closed. Prosecution in a court of competent jurisdiction may also be sought.

5. Gaming management may have a disciplinary policy it may exercise on employees and/or operations; however, this does not preclude CNGC from taking action for the same violation(s).

6. Any and all such actions that may be taken shall be at the sole discretion of CNGC, and the assessment of any fine or punishment will be issued during the hearing process, as defined in the CNGC Rules and Regulation, Chapter IX (B), Procedures for Hearings.

G. PROGRESSIVE DISCIPLINE & DUE PROCESS FOR ENFORCEMENT ACTIONS

1. The following steps shall be generally followed by CNGC when considering the various classes of violations. The listed steps are guidelines and may be amended and applied to violations at the discretion of CNGC.

a. **Written Warning:** A CNE employee or a vendor and/or its employees may be given a written warning in the event of Class C violations or in the case of a single Class B violation. In the case of repeat violations, it will result in a fine and/or five (5) day license suspension at the discretion of CNGC.

b. **Fine / License Suspension:** A CNE employee or a vendor and/or its employees may be given a fine as determined by CNGC and/or a five (5) day suspension. A plan of action shall be documented and shall include with a notice that if the violation(s) occurs again, it will result in a fine or a license revocation; in the case of gaming management, a facility closure order may be issued.

c. **Fine / License Revocation / Closure Order:** A CNE employee or a vendor and/or its employees may be assessed a fine as determined by the AHO and/or a license revocation; in the case of gaming management, a closure order may be issued.

2. Any license denials, suspensions, limitations, or revocations will follow the procedures outlined in the CNGC's Licensing Regulations and are subject to the provisions within Title 4 of CNCA.

3. Any license action, civil fine(s) imposed, or closure order issued by CNGC shall require:

a. Violators are given written notice of the hearing decision after five (5) days and within thirty (30) days thereof, and CNGC's intent of action to be imposed.

b. Such written notice shall be by certified, return receipt requested mail or personally served, and shall specify a time, date, and location for a hearing on the matter by CNGC.

c. The results of the hearing shall be conveyed to the violator within six (6) days of the conclusion of the hearing by certified, return receipt requested mail or personally served.

d. The violator may petition CNGC for reconsideration of the hearing results within the (10) days of their receipt, provided that the violator submits a written notice stating the reason(s) the results should be reconsidered. The decision of CNGC on reconsideration shall be final and is not subject to appeal under Title 4 of the CNCA.

e. Any criminal chargers shall be pursued through appropriate law enforcement channels. The CNGC Chairman and/or the CNGC Director shall be the primary witness(es) for the Tribe and shall assist the law enforcement authorities by providing all supporting documentation and evidence and names of any known additional witnesses required for prosecution.

f. Closure orders may be executed immediately as determined by CNGC.

4. In the case of patrons, CNGC may issue an Exclusion Order for a time period of CNGC's choosing. Exclusions may be done at any time for any violation.



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CHEROKEE NATION GAMING COMMISSION
RULES AND REGULATIONS

CHAPTER:	Enforcement	CHAPTER #:	X
SUBJECT:	Investigation Process	SECTION –SUBSECTION:	D
EFFECTIVE DATE:	07/04/2009	SUPERSEDES MATERIAL DATED:	
APPROVED BY:		DATE:	03/19/2009

PURPOSE

The document purpose of this Section is to establish investigation standards for any reported or discovered infraction of the Cherokee Nation Code Annotated (CNCA), the Tribal-State Compact, Cherokee Nation Gaming Commission (CNGC) rules and regulations or ordinances, falling under the jurisdiction of CNGC.

SCOPE

This Section applies to all investigations conducted by CNGC, except those incidents of a criminal nature which are investigated by the Cherokee Nation Marshal Service, or other law enforcement agency.

A. DEFINITIONS

Misconduct – in this section means:

1. Falsification, theft, or other practices that seriously deviate from policy, published rules and regulation or civil law.
2. The misappropriation of cash, chips or other in kind items of value or the conversion of same for personal gain, or for the gain or benefit of any person.
3. The unauthorized use of confidential information.
4. Failure on the part of an employee of the casino, or license to comply with requirements for protection of fair gaming, the public, or for ensuring the integrity of the Cherokee Nation.
5. Failure to meet other professional standards or legal requirements governing gaming.

6. Retaliation of any kind against a person or persons who reported or provided information about suspected or alleged misconduct and who has not acted in bad faith.

7. The condoning of the above practices, including failure to notify CNGC when there is clear evidence of misconduct, failure to cooperate in an investigation or inquiry under these procedures, and failure to comply with misconduct policies and procedures (e.g., unauthorized release of information about misconduct inquiries or investigations.)

8. Misconduct does not include honest error or honest differences in interpretations or judgments of data.

Inquiry – Information gathering and initial fact findings to determine whether an allegation or apparent instance of misconduct warrants a formal investigation.

Investigation – The formal examination and evaluation of all relevant facts to determine if misconduct has occurred and, if so, what actions should be taken. The investigation should follow all applicable CNCA, Cherokee Nation, or CNGC rules, regulation, policies or standards of conduct.

Complainant – The person alleging the misconduct.

Respondent – The person accused of the alleged misconduct.

Thoroughness – All investigations must be conducted in a diligent and complete manner, and reasonable steps should be taken to ensure pertinent issues are sufficiently resolved and to ensure that all appropriate administrative remedies are considered.

Legal Requirements – Investigations should be initiated, conducted, and reported in accordance with all applicable laws, rules, and regulations; and internal agency policies and procedures. Investigations should be conducted with due respect for the rights and privacy of those involved.

Appropriate Techniques – Specific methods and techniques used in each investigation must be appropriate for the circumstances and objectives.

Impartiality – All investigations must be conducted in a fair and equitable manner, with the perseverance necessary to determine the facts.

Objectivity – Evidence must be gathered and reported in an unbiased and independent manner in an effort to determine the validity of an allegation or to resolve an issue.

Ethics – At all times the actions of the investigator and the investigative organization must conform to generally accepted standards of conduct for Cherokee Nation Employees.

Timeliness – All investigations must be conducted and reported with due diligence and in a timely manner. This is especially critical given the impact investigations have on the lives of individuals and activities of organizations.

Accurate and Complete Documentation – The investigative report findings, and investigative accomplishments, must be supported by adequate documentation (investigator notes, orders of judgment, suspension, etc.) in the case file.

Documenting Policies and Procedures – To facilitate due professional care, CNGC shall establish written investigative procedure via policy.

Administrative Hearing Officer (AHO) – The person serving as the judge in the administrative hearings as defined in the CNGC’s Procedures for Hearings Regulation.

Show Cause Hearing – A hearing held with only the investigator and the AHO where the investigator presents a prima fascia case to the AHO and requests authority to open a formal investigation.

Prima Fascia – Evidence that is sufficient to raise a presumption of fact o to establish the fact in question unless rebutted. A prima-facie case alleges facts adequate to prove the underlying conduct supporting the cause of action and thereby prevail.

Probable Cause – Probable cause is a level of reasonable belief, based on facts that can be articulated, that is required to authorize a full investigation. Before a person or company can be investigated for misconduct the investigator must submit facts to the AHO that would lead a reasonable person to believe that the claim or charge is true.

Investigator – The CNGC agent assigned by the CNGC Director or his designee to conduct preliminary or full investigations on behalf of the CNGC Chairman.

Clear and convincing evidence – The intermediate level of burden of persuasion sometimes employed in the United States civil procedure To prove something by “clear and convincing evidence”, the party with the burden of proof must convince the trier of fact that it is substantially more likely than not that the thing is in fact true. This is a lesser requirement than “proof beyond a reasonable doubt”, which requires that the trier of fact be close to certain of the truth of the matter asserted, but a stricter requirement than proof by “preponderance of the evidence”, which merely requires that the matter asserted seem more likely true than not.

Ex Parte Communications – A person may not conduct oral or written communications

with the AHO regarding an issue of law or fact in a contested case other than on notice to all parties with an opportunity to participate or as otherwise authorized by law. Letters to the AHO must show that copies have been sent to all parties (through counsel if a party is represented by counsel).

B. STANDARDS OF CONFIDENTIALITY

Confidentiality of complaints, investigation or reports before review by appropriate division:

1. Contrary provisions of the law notwithstanding, no complaint, investigatory report or information received from any source must be disclosed prior to its review by the AHO.
2. At its discretion the AHO may disclose complaints, completed investigatory reports and information obtained from state administrative and law enforcement agencies to a licensee or license applicant in order to further an investigation.
3. At its discretion an agency may disclose complaints and investigatory reports in the course of a voluntary interstate exchange of information, or in the course of any litigation concerning a licensee or license applicant, or pursuant to a lawful request, or to other state or federal administrative or law enforcement agencies.
4. Except as disclosure is specifically provided above, deliberations, decisions or minutes of closed proceedings shall not be subject to disclosure or discovery.

C. PRELIMINARY INVESTIGATION

1. The investigator should begin any necessary immediate actions and, if appropriate, prepare an investigative plan of action, as soon as possible, the includes a many of the following steps as deemed necessary:
 - a. Assign a case number with the following format:

09-01, indicating the year the investigation started, and the following numbers indicating the number of the investigation in ascending numerical order. This number would indicate the first investigation conducted in 2009, the next one would be 09-02.
 - b. Determine the primary nature of the allegations.
 - c. Determine the planned focus and objectives of the investigation.

- d. Identify possible violation(s) of law, rule, or regulation and understand the corresponding elements of proof or standards.
 - e. Coordinate the decision to open an investigation with the AHO during the Show Cause.
 - f. Identify and prioritize the investigative steps necessary to meet investigative objectives. This includes identifying the best approach to take during the investigation in order to resolve the allegation(s) or issue(s) (e.g., list of witnesses, relevant records, etc.).
 - g. Establish a time-phased approach that ensures individual leads are pursued on a timely basis and periodic evaluations of progress occur. This would include an affirmative decision to continue or terminate the investigation.
2. Ensure that investigative steps include the identification of any causative factors that can be reported as weaknesses or internal control issues requiring corrective action by agency management.
 3. Coordinate with appropriate agency or other Government officials if notable security or public health and safety issues are raised.

D. SHOW CAUSE

1. Upon completion of the Preliminary Investigation, the Investigator shall appear before the AHO and must demonstrate a prima facie case which establishes the standard of proof used to authorize a full investigation.
2. The Show Cause hearing shall be closed to the general public and all proceedings shall be made on the record.
3. Upon receipt, each complaint must be evaluated for one of three (3) decisions:
 - a. Initiate investigative activity,
 - b. Refer to another appropriate authority, or
 - c. Take no further specific investigative action.

E. NOTICE AND INITIATION OF PROCEEDINGS

1. Unless other policy or regulation authorizing a different notice period is applicable to the particular proceeding, all hearings in contested cases must be

preceded by at least ten (10) days notice, as required by this policy. Licensees and applicants for licenses shall keep CNGC informed as to their correct current mailing addresses and may be served with initial process by registered or certified mail, return receipt requested, to the address furnished to CNGC. Service of initial process on parties other than licensees, or applicants (unless applicable law provides otherwise), must be made in the manner provided.

2. Notice of a disciplinary proceeding that is required to be preceded by a hearing must be signed by CNGC Commissioners or their designee, or AHO and must contain:

- a. An order to appear at a specified time, date, and place;
- b. A statement of the nature of the administrative action to be commenced and the authority under which the administrative action is conducted;
- c. A description of the remedies sought, including the penalties or consequences sought to be imposed;
- d. A disclosure that the respondent is entitled to:
 - 1) Be represented by an attorney of respondent's choice;
 - 2) Directly or through an attorney contest the admissibility of evidence and cross-examine the witnesses against the respondent; and
 - 3) Respond and present evidence and argument in respondent's behalf.
- e. A disclosure that the failure of respondent to appear at the hearing will be considered a waiver of respondent's rights;
- f. A copy of this Chapter included as an attachment;
- g. The name, title, address, and phone number of the person handling the administrative action for CNGC and to whom the respondent or the respondent's attorney should direct inquiries regarding additional information, detail, or further discussion or negotiation in connection with the administrative action; and
- h. Notice of an action that is not required to be preceded by a hearing, but that requires a party to be advised of a right to hearing before the action becomes final, must contain a notice that a written request for a hearing must be delivered to CNGC by a specific date certain or the administrative action will be come final. The notice must explain fully how a hearing may be requested and contain such other information as may be required.

F. DEFAULT

If, after served with notice in compliance with this subchapter a party fails to attend a hearing, the administrative hearing officer may proceed in that party's absence and, where appropriate, may issue a proposal for decision against that party. The proposal for decision shall be served upon the defaulting party and the party will be afforded the opportunity to contest the law as stated in the proposal for decision, but shall be deemed to have waived the right to contest the evidence, cross-examine the witnesses, and present an affirmative case or defense.

G. INVESTIGATION

With regard to conducting investigations, the following guidelines should be considered:

1. Interviews - A review of known information should precede a planned interview. An investigator should fully identify himself/herself and others present and state the purpose of the interview, if appropriate. Relevant personal data should be obtained from witnesses. When conducting an interview, particular attention should be given to obtaining the interviewee's observation and knowledge of incidents and actions or statements of other persons connected with the event. Interviewees should be asked to provide or identify the location of relevant documents. All interviews are subject to inclusion in reports. Any contemporaneous interview notes that are prepared in an investigation shall be retained at least until final disposition of the case. Two investigators should be present when conducting interviews in situations that are potentially hazardous or compromising. Requests for witness confidentiality should be considered and properly documented. Upon completion of the Preliminary Investigation, the investigator shall appear before the AHO and must demonstrate a prima facie case which establishes the standard of proof used to authorize a full investigation.
2. Evidence - The collection of evidence should be undertaken in such a way as to ensure that all relevant material is obtained, the chain of custody is preserved, and the evidence is admissible in a subsequent proceeding. Information and evidence obtained during an investigation should be verified by as many sources as are necessary and reasonable to establish the validity of such information.
3. Documenting Activities - The results of investigative activities should be documented in the case file in an accurate and complete manner. Internal investigative guidelines should specifically and clearly address due diligence and the importance of timeliness.
4. Legal Requirements - Interviews, evidence collection, and other activities must be initiated, conducted and reported in accordance with all applicable laws, rules,

regulations, and consistent with due respect for the rights and privacy of those involved. This includes, for example, appropriate warnings and assurances.

5. Progress Reviews - Supervisory reviews of case activities should occur periodically in order to ensure that the case is progressing in an efficient, effective, thorough, objective, and legal manner.

6. Discovery - Parties may use all permissible forms of discovery in accordance with and subject to the limitations provided herein. Procedures for obtaining a ruling on objections or on a motion to compel compliance with discovery must include the particular form of discovery on which a ruling is sought.

a. A motion regarding discovery must contain a certificate that efforts to resolve the discovery dispute without intervention by the AHO have been attempted and failed in order to appear at a specified time, date, and place;

b. Due to space limitations, parties should not file a discovery document with the AHO unless the document contains information material to an issue upon which a ruling is requested or is to be introduced into evidence statement of the nature of the administrative action to be commenced and the authority under which the administrative action is conducted;

c. In the interest of justice and for good cause shown, the AHO may enter a discovery order description of the remedies sought, including the penalties or consequences sought to be imposed;

d. In the interest of justice and for good cause shown, the AHO may enter a discovery order.

H. PROTECTIVE ORDERS / MOTIONS TO COMPEL

The AHO shall hold such hearings and issue such orders on motions to compel or requests for protective orders as are required by the law applicable to the facts and circumstances of the case.

I. SUMMARY JUDGMENT

A party may file a motion for summary judgment, at any time after a contested case has been filed. The party shall serve the motion for summary judgment on opposing parties at least ten (10) days before it may be acted upon by the AHO. Opposing parties shall serve any responses, counter motions, affidavits, or other materials at least seven (7) days before the AHO hears the original motion for summary judgment. If, after hearing the motion, the AHO does not render summary judgment upon the whole case or for all the

relief asked, the AHO shall ascertain what material facts exist without substantial controversy and what material facts are actually and in good faith controverted. The AHO shall then enter findings on the uncontroverted facts and shall direct such additional proceedings as are necessary to fully dispose of the case. The AHO may impose sanctions if the AHO finds that a party has presented an affidavit in bad faith or solely for the purpose of delay. In the event a summary judgment is appropriate on all issues, the AHO shall expeditiously prepare a proposal for decision and proposed order for circulation to the parties for exceptions and then to the agency head for approval as in other cases. If the AHO does not render summary judgment upon the whole case, the proposal for decision and proposed order will not be issued with regard to the uncontested issues until the contested issues have also been decided.

J. REPORT OF FINDINGS

CNGC shall determine whether an oral or written report is warranted, based on the circumstances of the issue(s) involved. In pursuing this standard, the following guidelines should be considered:

1. In any report, the facts must be set forth to facilitate reader comprehension. This should include a clear and concise statement of the applicable law, rule, or regulation that was allegedly violated or that formed the basis for an investigation.
2. The principles of good report writing must be followed. A quality report will be logically organized, accurate, complete, concise, impartial, clear, and issued in a timely manner.
3. Reports must contain exculpatory evidence and relevant mitigating information when discovered during any administrative investigation.
4. Evidence outlined in a report must be supported by documentation in the investigative case file, and each report must contain an accurate recitation of facts.
5. Reports should clearly record or reference all pertinent interviews, contacts, or other investigative activities.
6. Reports or case files should reflect what the investigation accomplished.
7. Reports should be organized in an orderly, logical manner to identify the issues and evidence quickly.
8. Investigators should write reports in deductive prose, using overview statements and topic sentences. Write in short, simple and direct sentences and paragraphs.

9. Reports should be no longer than necessary without sacrificing clarity, completeness, and accuracy to communicate the relevant investigative findings. Reports should neither raise unanswered questions nor leave matters open to misinterpretation. Additionally, in some cases it may be appropriate to note specific allegations that were not investigated to ensure decision-makers can take further action as they deem appropriate.

10. Investigative reports should not contain personal opinions or views. All assessments, conclusions, observations, and recommendations must be based on available facts.

11. Reports should be formatted in a manner that is responsive to the intended recipient's needs.

12. Systemic weaknesses or management problems disclosed in an investigation should be reported to CNGC management as soon as possible.

K. MITIGATING OR EXCULPATORY INFORMATION

The investigator is required to include in their investigation report any mitigating or exculpatory information obtained during the course of the investigation.

L. CLOSURE OF CASE FILE

The case file shall be closed, if not before, then at the time of the scheduled hearing. No additional evidence may be included in the case file after it is closed and a recommendation made. Only upon order of the AHO may an investigation file be reopened and additional evidence included.