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**FILED**  
MADERA SUPERIOR COURT

MAY 23 2013  
**BONNIE THOMAS**

CLERK

RECEIVED

Cliff Palefsky, Esq. (State Bar No. 77683)  
Scott M. Stillman, Esq. (State Bar No. 267506)  
McGUINN, HILLSMAN & PALEFSKY  
535 Pacific Avenue  
San Francisco, CA 94133  
Telephone: (415) 421-9292  
Facsimile: (415) 403-0202

Attorneys for Plaintiff  
MATTHEW OLIN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MADERA

(Unlimited Jurisdiction)

MATTHEW OLIN,

Plaintiff,

v.

CHUKCHANSI ECONOMIC  
DEVELOPMENT AUTHORITY, and  
DOBS 1 through 10, inclusive,

Defendants.

)  
) Case No. MCV062912,  
)  
) **STIPULATION FOR ENTRY OF**  
) **JUDGMENT AND ORDER**  
) **THEREON**  
)  
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)  
)

WHEREAS, on April 8, 2013, Plaintiff MATTHEW OLIN ("OLIN") filed a complaint against Defendant CHUKCHANSI ECONOMIC DEVELOPMENT AUTHORITY ("CEDA") in this Superior Court of the State of California, County of Madera, Case No. MCV062912 (the "Complaint") setting forth causes of action for breach of contract and wrongful termination in violation of public policy; and

WHEREAS, on March 25, 2013, Olin filed a complaint against CEDA with the United States Department of Labor, Occupational Safety and Health Administration, alleging various

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violations of the Sarbanes-Oxley Act and related laws ("SOX Complaint") with the intention of adding additional claims related to the same to the Complaint upon fulfilling all administrative exhaustion measures; and

WHEREAS, the parties to this action agree to settlement of this action, comprised of the Complaint and SOX Complaint, pursuant to the provisions of this Stipulated Judgment without further adjudication of any issue of fact or law;

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. CEDA is a wholly owned unincorporated enterprise of the Picayune Rancheria of Chukchansi Indians ("Tribe"), a federally recognized Indian tribe. The composition of CEDA's Board of Directors mirrors that of the Tribal Council at all times. The Tribal Council, and thus CEDA's Board of Directors, is currently comprised of Reggie Lewis (Chairperson), Carl "Buzz" Bushman (Vice-Chairperson), Irene Waltz (Secretary), Chance Alberta (Treasurer), Lynnette Chenot (Member-at-Large), David Castillo (Member-at-Large), and Melvin Espe (Member-at-Large).
2. The undersigned each represent and warrant that they are authorized to sign on behalf of, and to bind, Plaintiff Olin and Defendant CEDA, including that this Stipulated Judgment has been approved by the Tribal Council for the Picayune Rancheria of Chukchansi Indians as defined above.
3. This matter involves contested issues of fact and liability and there has been no adjudication by the Court of the claims asserted, or findings of fact made.
4. The fact that CEDA has entered into this Stipulated Judgment is not an admission of liability or an admission that it has engaged in any of the actions alleged by Olin in either his Complaint or SOX Complaint.

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5. The Parties make the promises contained in this Stipulated Judgment for good and valuable consideration, the adequacy of which is hereby acknowledged.
6. Olin affirms that he has filed no complaints or other actions against the Tribe, CEDA, or any Tribal-affiliated entity or individual(s), whether formal or informal, except for the Complaint and SOX Complaint.
7. Defendant CEDA stipulates to have judgment entered in favor of Olin and against CEDA for the sum of \$725,000.00 (seven-hundred and twenty-five thousand dollars). Except as specified herein, the Parties shall bear their own costs and attorneys' fees.
8. This judgment described above in Paragraph 7 shall earn interest at the rate of 5% (five-percent) per annum until full satisfaction.
9. Olin agrees that upon final receipt of Defendant CEDA's payment to him of the sum of \$725,000.00 plus any interest, all claims and disputes that he has, whether known or unknown, with the Tribe, CEDA and all other Tribal-related entities and individuals will be fully and finally resolved.
10. Upon entry of this Stipulated Judgment, Olin shall request dismissal *with prejudice* of his SOX Complaint and, in any event, shall not be entitled to any monetary award related to the SOX Complaint. In the event that the U.S. Department of Labor, Occupational Safety and Health Administration issues any monetary award to Olin in conjunction with his SOX Complaint, Olin shall immediately return the entire amount received by him, without deduction or offset, to CEDA and shall pay all attorneys' fees and costs, if any, incurred by CEDA in conjunction with collecting such an award from Olin.

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STIPULATION FOR ENTRY OF JUDGMENT AND ORDER THEREON

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11. Olin agrees that should he need to enforce this Stipulated Judgment, he will initially attempt to do so via a Writ of Execution by Till Tap (Form EJ-130), with instructions to the Madera County Sheriff to demand that CEDA satisfy the judgment by removing cash or equivalent proceeds from the Cage of the Chukchansi Gold Resort & Casino, located at 711 Lucky Lane, in Coarsegold, California, 93614. If Olin's efforts to enforce via Form EJ-130 described above are unsuccessful, Olin expressly agrees that he will give CEDA notice, as described in Paragraph 15 below, that his efforts were unsuccessful. Upon receipt of notice, as described in Paragraph 15 below, CEDA will pay the sum of \$725,000.00 as follows:

- a. Ten (10) days after receipt of notice, as described in Paragraph 15 below, CEDA shall pay Olin \$30,000.00 (thirty-thousand dollars).
- b. CEDA shall pay the additional \$695,000.00 (six-hundred ninety-five thousand dollars) in monthly payments of \$30,000, with the first payment due the last day of the month in which CEDA made its initial \$30,000.00 payment to Olin. Each subsequent payment of \$30,000.00 is due by the last day of each month until the total the sum of \$725,000.00 plus any interest and fees are paid in full.
- c. Olin expressly agrees that only in the event that CEDA fails to make any of the payments described in Paragraph 11 (a) and (b) above will Olin seek to enforce this judgment against any of CEDA's other assets or bank accounts.
- d. Notwithstanding the above, Olin maintains his right to continue to attempt to enforce the Stipulated Judgment via Writ of Execution by Till Tap against the Cage of the Chukchansi Gold Resort & Casino to collect any remaining balance owed to him.

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12. CEDA shall pay OLIN all of OLIN's attorneys' fees and all other costs incurred in any action or proceeding to enforce the terms of this Stipulation for Entry of Judgment and Order Thereon.

13. If for any reason, this Stipulated Judgment fails to become effective, the Parties will be returned to their positions *status quo ante* with respect to the Complaint and SOX Complaint as if this Stipulated Judgment had never been entered into.

14. The Parties agree that the consideration recited in this Stipulated Judgment is the sole and only consideration for the Stipulated Judgment and that no representations, promises, or inducements have been made by the Parties, other than the terms of the Stipulated Judgment.

15. Any notice required or permitted under this Agreement shall be given in writing and shall be deemed "effectively given" upon the earliest of personal delivery, actual receipt, or the third (3rd) full business day following the deposit in the United States mail with postage and fees prepaid, addressed to the other party at such party's address shown below or at such other address as such party may designate by 10 calendar days' advance written notice to the other party hereto. The addresses for notices are as follows:

a. For CEDA: Chukchansi Economic Development Authority  
8080 N. Palm, Suite 207  
Fresno, CA 93711  
Attention: Chairperson

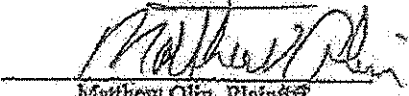
With copies to: Richard G. Verri  
Rosette, LLP Attorneys at Law  
565 W. Chandler Blvd., Suite 212  
Chandler, Arizona 85225

b. For Olin: Matthew Olin  
33063 N. Slate Creek Dr.  
Phoenix, AZ 85143

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With copies to: Cliff Palefsky  
McGuinn, Hillsman & Palefsky  
535 Pacific Ave.  
San Francisco, CA 94133

Dated: May 23, 2013

  
Matthew Olin, Plaintiff

Dated: May 23, 2013

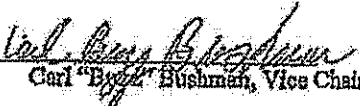
McGUINN, HILLSMAN & PALEFSKY  
Attorneys for Plaintiff

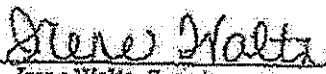
By:   
Cliff Palefsky

Dated: May 16, 2013

CEURCHANSI ECONOMIC  
DEVELOPMENT AUTHORITY

By:   
Reggie Lewis, Chairman

By:   
Carl "Boss" Bushman, Vice Chair

By:   
Irene Waltz, Secretary

By:   
Chance Alberta, Treasurer

By:   
David Castillo, Member at Large

By:   
Lynn Chenot, Member at Large

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By:   
 Melvin Espe, Member at Large

Dated: May 23, 2013

ROSETTE, LLP  
 Attorneys for Defendant

By:   
 Geoffrey M. Hash

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STIPULATION FOR ENTRY OF JUDGMENT AND ORDER THEREON





