

**Exhibit 1 – The 2026 Amendment to the Secretarial Procedures for the Estom Yumeka
Maidu Tribe of the Enterprise Rancheria**

The 2026 Amendments to the Secretarial Procedures for the Estom Yumeka Maidu Tribe of the Enterprise Rancheria. To view the Procedures as amended, please see the courtesy copy of the Procedures as Amended included as Exhibit 2.

Amended:

- Section 2.12 defining “Gaming Facility” or “Facility” is amended to now mean: “the buildings or structures in which Class III Gaming, as authorized by these Secretarial Procedures, is conducted.”
- Section 2.13 defining “Gaming Operation” is amended to now mean: “the business enterprise that offers and operates Gaming Activities whether exclusively or otherwise, but does not include the Tribe’s governmental or other business activities unrelated to operation of the Gaming Facility.”
- Section 4.1 has been revised to permit the operation of three thousand (3,000) Gaming Devices.
- Section 5.2(a) has been revised by striking the final sentence and now reads, “In recognition of the predevelopment expenses incurred by the Tribe, the needs of the Tribe’s large and growing tribal membership and the existence of binding and enforceable agreements with the County and the City of Marysville providing for mitigation, and agreement for fire and emergency medical services, and other investments in the local community, during the first seven (7) years in which Gaming Activities occur the Tribe shall have no obligation to pay any amount to the State Gaming Agency for deposit into the Revenue Sharing Trust Fund or the Tribal Nation Grant Fund. After the first seven (7) years in which Gaming Activities occur, if the Tribe operates more than three hundred fifty (350) Gaming Devices at any time in a given calendar year, it shall pay to the State Gaming Agency, for deposit into the Revenue Sharing Trust Fund or the Tribal Nation Grant Fund, two percent (2%) of its Gross Gaming Revenue from the operation of Gaming Devices in excess of three hundred fifty (350) commencing on the first day of the first calendar quarter of the eighth calendar year in which Gaming Activities occur.”

- Section 10.0(a)-(f) has been revised to (a)-(e) and now reads, “The Tribal Gaming Agency shall promulgate regulations governing patron disputes over the play or operation of any game, including any refusal to pay to patron any alleged winnings from any Gaming Activities, which regulations must meet the following minimum standards:
 - (a) A patron who makes an oral or written complaint to appropriate personnel of the Gaming Operation over the play or operation of any game within three (3) days of the play or operation at issue shall be notified in writing of the patron’s right to request in writing, within fifteen (15) days of the Gaming Operation’s written notification to the patron of that right, resolution of the dispute by the Tribal Gaming Agency, and if dissatisfied with the resolution, to seek resolution in either the Tribe’s tribal court, or if there is no tribal court with jurisdiction, before a neutral retired judge(collectively Tribal Court). If the patron is not provided with the aforesaid notification within thirty (30) days of the patron’s complaint, the deadlines herein shall be removed, leaving only the relevant statutes of limitations under California law that would otherwise apply.
 - (b) Upon receipt of the patron’s written request for a resolution of the patron’s complaint pursuant to subdivision (a), the Tribal Gaming Agency shall conduct an appropriate investigation, shall provide to the patron a copy of its regulations concerning patron complaints, and shall render a decision in accordance with industry practice. The decision shall be issued within sixty (60) days of the patron’s request, shall be in writing, shall be based on the facts surrounding the dispute, and shall set forth the reasons for the decision.
 - (c) If the patron is dissatisfied with the decision of the Tribal Gaming Agency issued pursuant to subdivision (b), or no decision is issued within the sixty (60)-day period, the patron may request that the dispute be resolved in Tribal Court. The Tribal Court must afford the patron with a dispute resolution process that incorporates the essential elements of fairness and due process. Resolution of the patron dispute before the Tribal Court shall be at no cost to the patron (excluding patron’s attorney’s fees and the costs for filing

documents).

- (d) Consistent with industry practice, if any alleged winnings are found to be a result of a mechanical, electronic or electromechanical failure and not due to the intentional acts or gross negligence of the Tribe or its agents, the patron's claim shall be denied, but the patron shall be awarded reimbursements of the amount wagered by the patron that were lost as a result of any mechanical, electronic, or electromechanical failure.
- (e) To effectuate its consent to the tribal court in this section 10.0, the Tribe shall, in the exercise of its sovereignty, waive its right to assert sovereign immunity in connection with the tribal court jurisdiction and in any action to (i) enforce the Tribe's or the patron's obligation under this section 10.0, or, (ii) enforce or execute a judgment based upon the award of the Tribal Court, to the extent of the amount of winnings in controversy.”

- Section 11 “Off-Reservation Environmental and Economic Impacts,” along with Exhibit B, its corresponding Off-Reservation Environmental Impact Checklist, has been deleted in its entirety, and Section 11 is marked ‘reserved’ to maintain the existing numbering. Additionally, Exhibit C has been renamed to Exhibit B.
- Section 12.2 has been revised to read, “Notwithstanding section 12.1, the Tribe agrees to provide a non-smoking area in the Gaming Facility and to utilize a ventilation system throughout the Gaming Facility that exhausts tobacco smoke to the extent reasonably feasible under state-of-the-art technology existing as of the date of the construction or significant renovation of the Gaming Facility. The Tribe shall not conduct Class III Gaming in a manner that endangers the public health, safety, or welfare.”
- Section 12.3(f)-(k) are removed and replaced with (f)-(i) and now reads, “
 - (f) Adopt and comply with written procedures forbidding harassment, including sexual harassment, in the workplace; forbidding employers from discrimination in connection with the employment of persons to work or working for the Gaming Operation or in the Gaming Facility on the basis of race and any other protected groups under federal or California law; and forbidding employers

from retaliation against persons who oppose harassment or discrimination or participate in proceedings arising out of allegations of harassment or discrimination (prohibited discrimination, harassment or retaliation). The procedures shall include all time limits applicable to the disposition of an alleged incident of prohibited discrimination, harassment or retaliation (Employment-Related Claim) and a provision that, upon request, the employee, or employee's designated representative, shall be provided with a copy of the procedures as well as the name, address and telephone number of the Gaming Operation and the appropriate contact information for the employee to provide any required document or materials to initiate or process the Employment-Related Claim. The Tribe shall not be deemed to have waived its sovereign immunity from suit with respect to such claims by establishing such procedures or by any provision of these Secretarial Procedures, but agrees not to assert such immunity as provided in subdivision (b) of this section.

- (1) During the term of these Secretarial Procedures, the Gaming Operation shall maintain an employment practices liability insurance policy consistent with industry standards for non-tribal casinos in the United States underwritten by an insurer with an AM Best rating of A or higher that provides coverage of no less than three million dollars (\$3,000,000) per occurrence (Employment Practices Policy Limit) for prohibited discrimination, harassment or retaliation (Employment Practices Policy). The Employment Practices Policy shall include an endorsement providing that neither the insurer nor the Gaming Operation may invoke tribal sovereign immunity up to the limits of the policy set forth above with respect to any claim covered under the policy and disposed of in accordance with the Tribe's Employment-Related Claim procedures. Neither the insurer nor the Gaming Operation shall be precluded from asserting any other statutory or common law defense and provided further that any award or judgment rendered in favor of the employee shall be satisfied solely from insurance proceeds.
- (2) The Tribe shall provide written notice of its procedures for bringing an

Employment-Related Claim in its employee handbook.

- (g) Adopt and comply with, as a matter of tribal law, standards that are no less stringent than California state laws, if any, governing the terms of extensions of credit to patrons of gambling enterprises
 - (h) Comply with provisions of the Bank Secrecy Act, P.L. 91-508, October 26, 1970, 31 U.S.C. §§ 5311-5314, as amended, and all reporting requirements of the Internal Revenue Service, insofar as such provisions and reporting requirements are applicable to gambling establishments.
 - (i) Adopt and comply with ordinances or policies no less stringent than (i) the minimum wage, maximum hour, child labor, and overtime standards set forth in the Fair Labor Standards Act, 29 U.S.C. §§ 206, 207 and 212, subject to 29 U.S.C. §§ 213 and 214; (ii) the United States Department of Labor regulations implementing the foregoing sections of the Fair Labor Standards Act, appearing at 29 Code of Federal Regulations, part 500, et seq.; (iii) the State's minimum wage law set forth in California Labor Code section 1182.12, and (iv) the State Department of Industrial Relations regulations implementing the State's minimum wage law, California Code of Regulations, title 8, sections 1100 to 1170. Notwithstanding the foregoing, only the federal minimum wage laws set forth in the Fair Labor Standards Act, 29 U.S.C. § 206 et seq., shall apply to tipped employees. Nothing herein shall make applicable state law concerning overtime, or be construed as authorizing or creating any private cause of action against the Tribe or the Gaming Operation based upon an alleged violation of any of the foregoing standards.”
- Section 12.5 (a)-(e) has been revised and replaced with (a)-(b) and now reads, “
 - (a) The Tribe shall establish written procedures for the disposition of tort claims arising from personal injury or property damage alleged to have been suffered by any person who is a patron of the Gaming Facility or who is otherwise lawfully on the premises of the Gaming Facility (collectively, Claimant). The Tribe shall enact such tribal law as is necessary to implement these procedures. The procedures shall include all time limits applicable to the disposition of the

tort claim and a provision that, upon request, the Claimant, or the Claimant's designated representative, shall be provided with a copy of the procedures as well as the name, address and telephone number of the Gaming Operation and the appropriate contact information for the Claimant to provide any required document or materials to initiate or process the tort claim. The Tribe shall not be deemed to have waived its sovereign immunity from suit with respect to such claims by establishing such procedures or by any provision of these Secretarial Procedures, but agrees not to assert such immunity as provided in subsection (b) of this section.

- (b) During the term of these Secretarial Procedures, the Gaming Operation shall maintain a policy of commercial general liability insurance consistent with industry standards for non-tribal casinos in the United States underwritten by an insurer with an AM Best rating of A or higher that provides coverage of no less than ten million dollars (\$10,000,000) per occurrence. The insurance policy shall include an endorsement providing that neither the insurer nor the Gaming Operation may invoke tribal sovereign immunity up to the limits of the policy set forth above with respect to any claim covered under the policy and disposed of in accordance with the Tribe's tort claim procedures, provided, that the policy shall not exclude all claims made by a Claimant for personal injury or property damage. Neither the insurer nor the Gaming Operation shall be precluded from asserting any other statutory or common law defense and provided further that any award or judgment rendered in favor of the Claimant shall be satisfied solely from insurance proceeds."

- Section 12.6 has been revised to read, “

- (a) The Tribe agrees that it will participate in the State's workers' compensation program with respect to employees employed at the Gaming Operation and the Gaming Facility. The workers' compensation program includes, but is not limited to, state laws relating to the securing of payment of compensation through one or more insurers duly authorized to write workers' compensation insurance in this State or through self-insurance as permitted under the State's workers' compensation laws. All disputes arising from the workers'

compensation laws shall be heard by the Workers' Compensation Appeals Board pursuant to the California Labor Code. The Tribe hereby consents to the jurisdiction of the Workers' Compensation Appeals Board and the courts of the State of California for purposes of enforcement. The parties agree that independent contractors doing business with the Tribe are bound by all state workers' compensation laws and obligations.

- (b) In lieu of permitting the Gaming Operation to participate in the State's workers' compensation system, the Tribe may create and maintain a system that provides redress for employee work-related injuries through requiring insurance or self-insurance, which system must include a scope of coverage, provision of up to ten thousand dollars (\$10,000) in medical treatment for alleged injury until the date that liability for the claim is accepted or rejected, employee choice of physician provisions comparable to those mandated for comparable employees under state law, quality and timely medical treatment provided comparable to the state's medical treatment utilization schedule, availability of an independent medical examination to resolve disagreements on appropriate treatment (by an Independent Medical Reviewer on the state's approved list, a Qualified Medical Evaluator on the state's approved list, or an Agreed Medical Examiner upon mutual agreement of the employer and employee), the right to notice, hearings before an independent tribunal, a means of enforcement against the employer, and benefits (including, but not limited to, disability, rehabilitation and return to work) comparable to those mandated for comparable employees under state law. Not later than the effective date of these Secretarial Procedures, or sixty (60) days prior to the commencement of Gaming Activities under these Secretarial Procedures, the Tribe will advise the State of its election to participate in the State's workers' compensation system or, alternatively, will forward to the State all relevant ordinances that have been adopted and all other documents establishing the system and demonstrating that the system is fully operational and compliant with the comparability standard set forth above. The parties agree that independent contractors doing business with the Tribe must comply with all

state workers' compensation laws and obligations.

- (c) The Tribe agrees that it will participate in the State's program for providing unemployment compensation benefits and unemployment compensation disability benefits with respect to employees employed at the Gaming Operation or Gaming Facility, which participation shall include compliance with the provisions of the California Unemployment Insurance Code, and the Tribe consents to the jurisdiction of the State agencies charged with the enforcement of that Code and of the courts of the State of California for purposes of enforcement.
 - (d) As a matter of comity, the Tribe shall, with respect to persons, including nonresidents of California, employed at the Gaming Operation or Gaming Facility, withhold all taxes due to the State as provided in the California Unemployment Insurance Code, except for tribal members living on the Tribe's reservation, as provided in the California Revenue and Taxation Code and the regulations thereunder, as may be amended from time to time, and shall forward such amounts to the State. The Tribe shall file with the Franchise Tax Board a copy of any information return filed with the Secretary of the Treasury, as provided in the California Revenue and Taxation Code and the regulations thereunder, except those pertaining to tribal members living on the Tribe's reservation. For purposes of this subdivision, "reservation" refers to the Tribe's Indian lands within the meaning of IGRA or lands otherwise held in trust for the Tribe by the United States, and "tribal members" refers to the enrolled citizens of the Tribe."
- Section 18.7 has been revised to read, "If, after the effective date of these Secretarial Procedures, the State enters into a Compact, or the Secretary enters into new or amends Secretarial Procedures, with any other tribe that contains more favorable provisions with respect to any provisions of these Secretarial Procedures, at the Tribe's request, the Secretary, or her or his designee, shall meet and confer with the Tribe regarding modifying these Secretarial Procedures."