



February 10, 2020

***VIA FIRST CLASS MAIL***

Raymond Hitchcock, Chairman  
Wilton Rancheria  
9728 Kent St  
Elk Grove, CA 95624

**Re: Review of Amendment to 2012 Development Agreement**

Dear Chairman Hitchcock:

This letter responds to your January 17, 2020 request on behalf of the Wilton Rancheria for the National Indian Gaming Commission's Office of General Counsel to review Amendment Number One to Development Agreement between the Rancheria and East West Gaming. Specifically, you have asked for my opinion whether the Amendment constitute a management contract or collateral agreement to a management contract requiring the NIGC Chairman's approval under the Indian Gaming Regulatory Act, and whether it violates IGRA's requirement that a tribe have the sole proprietary interest in its gaming operation.

In my review, I considered the following submission:

- Amendment No. 1 to Development Agreement, draft dated January 16, 2020, marked in lower left corner with 109768424.9.

The Amendment contains terms similar to other agreements the Office of General Counsel has reviewed and analyzed opinions for which are available on the NIGC website. Applying the same analysis here, it is my opinion that the Amendment is not a management contract and does not require the Chairman's approval. It is also my opinion that the Amendment does not violate IGRA's sole proprietary interest requirement.

It is my understanding that the Amendment is represented to be in substantially final form with respect to terms affecting this opinion. If it changes in any material way prior to closing, this opinion shall not apply. Further, this opinion is limited to the Amendment listed above and does not include or extend to any other agreements or documents not submitted for review.

Please note that it is my intent to release this letter to the public through the NIGC's website. If you have any objection to this disclosure, please provide a written statement explaining the grounds for the objection and highlighting the information that you believe should

be withheld. *See* 25 C.F.R. § 517.7(c). If you object on the grounds that the information qualifies as confidential commercial information subject to withholding under Exemption Four of the Freedom of Information Act (FOIA), 5 U.S.C. § 552(b)(4), please be advised that any withholding should be analyzed under the standard set forth in *Food Marketing Institute v. Argus Leader Media*, 139 S. Ct. 2356 (2019). Please support any claim of confidentiality with “a statement or certification by an officer or authorized representative of the submitter.” 25 C.F.R. § 517.7(d). Please submit any written objection to [FOIASubmitterReply@nigc.gov](mailto:FOIASubmitterReply@nigc.gov) **within thirty (30) days of the date of this letter**. After this time elapses, I will make this letter public and will no longer consider objections. *Id.*

If you have any questions, please contact NIGC Senior Attorney Maria Getoff at (202) 632-7003.

Sincerely,

A handwritten signature in blue ink that reads "Michael Hoenig". The signature is written in a cursive style with a long horizontal line extending to the right.

Michael Hoenig  
General Counsel