



August 19, 2025

VIA EMAIL

Grett Hurley, Tribal Attorney
Office of Tribal Attorney
Nooksack Indian Tribe
5047 Mt. Baker Hwy.
P.O. Box 63
Deming, WA 98244

Re: Review of Advisory and Equipment Agreement for the Nooksack Indian Tribe

Dear Mr. Hurley:

This letter responds to your May 13, 2025 request for the National Indian Gaming Commission's Office of General Counsel to review an Advisory and Equipment Agreement between Internet Sports International, Ltd. (ISI) and the Nooksack Northwood Casino, a separately chartered entity wholly owned by and established under the laws of the Nooksack Indian Tribe (Tribe). Specifically, you have asked for my opinion whether the Agreement is a management contract requiring the NIGC Chair's approval under the Indian Gaming Regulatory Act (IGRA). You also asked for my opinion whether the Agreement violates IGRA's requirement that the Tribe have the sole proprietary interest in its gaming activity.

In my review, I considered the following submission (Agreement), which is unexecuted, but was represented to be in substantially final form:

- Advisory and Equipment Agreement Between Internet Sports International and Nooksack Northwood Casino (labeled at lower right corner "v.8.14.25") and the following attachments:
 - Exhibit A Gaming Facility
 - Exhibit B System Equipment & Technical Services
 - Exhibit C Line Printer Reports
 - Exhibit D Advisory Services and Betting Data

The Agreement contains terms similar to other ISI sportsbook agreements the Office of General Counsel has already reviewed and analyzed, opinion letters for which are available on the NIGC's website. Applying the same analysis here, it is my opinion that the Agreement is not

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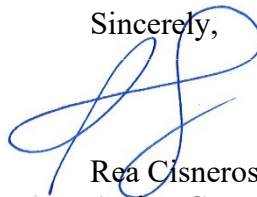
a management contract and does not require the approval of the NIGC Chair. It is also my opinion that the Agreement does not violate IGRA's sole proprietary interest requirement.

It is my understanding that the Agreement is represented to be in substantially final form, and if the Agreement changes in any material way prior to execution or is inconsistent with assumptions made herein, this opinion shall not apply. Further, this opinion is limited to the Agreement. This opinion does not include or extend to any other documents not submitted for review.

Please note that it is my intent that this letter be released 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.¹ 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),² please be advised that any withholding should be analyzed under the standard set forth in *Food Marketing Institute v. Argus Leader Media*.³ Any claim of confidentiality should also be supported with "a statement or certification by an officer or authorized representative of the submitter."⁴ Please submit any written objection to foia@nigc.gov **within thirty (30) days of the date of this letter**. After this time elapses, the letter will be made public and objections will no longer be considered.⁵ If you need any additional guidance regarding potential grounds for withholding, please see the United States Department of Justice's Guide to the Freedom of Information Act at <https://www.justice.gov/oip/doj-guide-freedom-information-act-0>.

If you have any questions, please contact NIGC Staff Attorney Danielle Wu at (202) 336-3596 or by email at danielle.wu@nigc.gov.

Sincerely,



Rea Cisneros
Acting General Counsel

¹ See 25 C.F.R. § 517.7(c).

² 5 U.S.C. § 552(b)(4).

³ 139 S. Ct. 2356 (2019).

⁴ See 25 C.F.R. § 517.7(d).

⁵ *Id.*