



Littler Mendelson, P.C.
Camelback Esplanade
2425 East Camelback Road,
Suite 900
Phoenix, AZ 85016

Steven G. Biddle
602.474.3613 direct
602.474.3600 main
602.926.8884 fax
sbiddle@littler.com

April 30, 2025

VIA EMAIL: Anthony.Miller@pepperdine.edu

Anthony Miller, Arbitrator
Professor of Law, Emeritus
Pepperdine/Caruso School of Law

Re: Unite Here v. Wilton Rancheria Arbitration

Dear Arbitrator Miller:

We received and reviewed your April 28, 2025, "Award: Authorization Card Review." After our review, we have serious concerns about the Award, including the means by which you analyzed the authorization cards and compared the signatures and the fact that the Award fails to address the several issues and arguments raised by Wilton Rancheria in its filings, including its Post-Arbitration Brief. We respectfully request a response to these concerns.

First, in the Award, you repeatedly refer to Wilton not "challenging" the cards the Union presented to you. It appears you have the incorrect belief that Wilton had the ability to examine the cards to prove them faulty. Critically, however, Wilton was never given the opportunity to view the cards and, before reporting on your card count, you did not make Wilton aware of certain important issues you found with the cards (e.g., "Chinese logographic script," some signed in cursive but not others, some apparently with just initials, etc.). All of this could affect the authenticity of the cards and outcome of the card count, but Wilton had neither reason nor opportunity to challenge any of the cards. Despite this, you state, "[a]t this time, it is my conclusion that, absent additional evidence of fraud or forgery, the Employer has the burden of proving via samples that an authorization card is invalid." (Award at 6). Obviously, without being given access to the cards, this is an impossible burden for Wilton to meet.

Now that your review and count is complete, Wilton requests that it be permitted to review the signed cards to determine whether to challenge any of the cards. To eliminate any concerns, the cards could be reviewed as "attorneys' eyes only," and no Tribal employee would have access to the names or images.

Having the ability to review and challenge the cards could be significant. By our count, to have 50% plus one of the 658 employees on the March 14, 2025, roster having submitted authorization cards, there would have to be 330 valid cards, and by your count, there were 356.

Obviously, 26 cards is a small margin, and it is feasible that with the appropriate level of scrutiny, more than 26 cards could be considered invalid.

The Award contains some other broad factual conclusions that apparently guided you in determining the authenticity of the cards, but without first informing the Tribe of any possible issues. For instance, in footnote 4 of the Award, you state that you credited some cards that were printed in Chinese ("some of the cards were printed in Chinese logographic script"). We have questions about how you interpreted these and compared the cards with the corresponding employee signatures, considering they were in "Chinese logographic script."

Wilton is also concerned that you appear to have dismissed several irregularities in the collected cards when comparing signatures. In particular, you write that:

[t]he employees on both the authorization cards and on the signature samples had widely differing views of what constituted a signature. There were signatures that were carefully written in cursive but others were printed. There were many signatures that appeared to be hastily written. There were "signatures" which amounted to just initials or what merely appeared to be symbolic or logographic. Signatures appear in the "print name" fields and printed names in the "signature" fields.

Award at 6. Similarly, with respect to the signatures "written in cursive but others were printed," "signatures that appeared to be hastily written," and "signatures' which amounted to just initials or what merely appeared to be symbolic or logographic," we are hopeful you can explain how you matched these "widely differing views of what constituted a signature" to the signatures provided by Wilton to be compared to the cards. To the extent you simply assumed that two documents were signed by the same person despite them being "widely differing," the Tribe objects to such an approach absent additional review.

In addition to these procedural concerns, Wilton has questions about the Award itself. In confirming that your "primary allegiance was to the Memorandum of Agreement" (Award at 3), you state your authority in this matter derives from paragraphs 7 and 11 of the MOA. In doing so, you neither credit nor discuss the significance of paragraph 2 of the MOA that specifies the Parties' agreement that "the Tribal Labor Relations Ordinance governs labor relations at the Casino...." As Wilton has maintained throughout this arbitration, disregarding the TLRO is a serious error and, because the TLRO mandates a secret election and not a card count, the legitimacy of a card count remains in question. Wilton once again respectfully requests a reasoned opinion explaining your rationale for overlooking paragraph 2 of the MOA.

Finally, Wilton notes that the Award does not address other indispensable issues Wilton has raised throughout this arbitration process, most recently in its April 4, 2025, Post-Hearing Brief. These issues include, most notably, a reasoned opinion on how a private agreement (the MOA) can take precedence over a sovereign nation's later-enacted Tribal Ordinance (the TLRO), an Ordinance the Tribe was required to enact pursuant to the Tribal-State Compact with California

Anthony Miller, Arbitrator
April 30, 2025
Page 3

that itself was mandated by federal law (the Indian Gaming Regulatory Act). By crediting the MOA over the TLRO and these other laws, proper significance is not being given to the Tribe's sovereign status and its ability to enact Tribal laws that override prior private agreements. It is unclear from the language of your Award whether you intend for this Award to be your final decision and award in this matter, but Wilton requests clarification as to whether you intend to address these important outstanding issues.

Based on the foregoing, we ask that you clarify the issues raised above. If you would like to discuss, I would be happy to join a conference call with you and the Union's counsel.

Respectfully,

A handwritten signature in cursive script that reads "Steven G. Biddle".

Steven G. Biddle

cc: [Kristin Martin klm@msh.law](mailto:Kristin.Martin@klm@msh.law)

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