



Little River Band of Ottawa Indians
2608 Government Center Drive
Manistee, MI 49660
(231) 723-8288

Moved to
Open Session
11/09/16

Resolution # 16-0120-022

Resolution Requesting the Gaming Commission to investigate whether any Allegations listed in the Attached Complaint were Perpetrated against the Little River Casino Resort

WHEREAS, the status of the *Gaá Čhíng Ziibi Daáwaa Aníshinaábek* (Little River Band of Ottawa Indians) as a sovereign and Treaty-making power is confirmed in numerous treaties, from agreements with the initial colonial powers on this land, to various treaties with the United States; and

WHEREAS, the Little River Band of Ottawa Indians (Tribe) is descended from, and is the political successor to, the Grand River Ottawa Bands, signatories of the 1836 Treaty of Washington (7 Stat. 491) with the United States, as reaffirmed by federal law in P.L. 103-324, enacted in 1994; and

WHEREAS, the Tribe adopted a new Constitution, pursuant to a vote of the membership on May 27, 1998, which Constitution became effective upon its approval by the Assistant Secretary-Indian Affairs on July 10, 1998; and

WHEREAS, the Tribe adopted amendments to the Constitution on April 26, 2004, which became effective upon approval by the Assistant Secretary-Indian Affairs on May 13, 2004; and

WHEREAS, Article IV, Section 7(f) of the Constitution authorizes The Tribal Council to create subordinate organizations and delegate to them the power to manage the affairs of the Tribe; and

WHEREAS, Article IV, Section 7(a) of the Constitution authorizes the Tribal Council to exercise the inherent powers of the Little River Band by establishing laws through the enactment of ordinances and adoption of resolutions to govern the conduct of members and other persons within its jurisdiction, and to promote, protect and provide for the public health, peace, morals, education and general welfare of the Tribe and its members; and

WHEREAS, the Tribal Council adopted the Gaming Commission Ordinance #04-400-04 which has been amended from time to time; and

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WHEREAS, Article VI, Section 6.01(m) of the Gaming Commission Ordinance says the Gaming Commission “shall investigate any report of a failure of any gaming enterprise to comply with ...tribal laws,”; and

NOW THEREFORE IT IS RESOLVED THAT the Tribal Council of the Little River Band of Ottawa Indians hereby requests that the Gaming Commission, consistent with its legislative mandate, investigate whether the Little River Casino Resort management, either presently or in the three previous calendar years, have violated any travel, training, expense, or reimbursement policy, standard, or rules, or abused or mismanaged Tribal funds.


IT IS FURTHER RESOLVED THAT Tribal Council requests that the Gaming Commission investigate whether any person currently employed by the Resort, violated the attendance policy or other human resource policy when they traveled to Snoqualmie Casino.

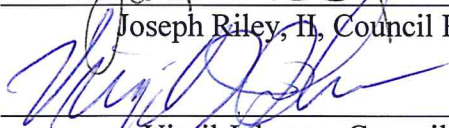
IT IS FURTHER RESOLVED THAT if during the course of the Gaming Commission’s investigation, the Gaming Commission decides a fraud examiner’s expertise is required to fully and diligently complete the investigation, the Gaming Commission should submit a fraud examiner contract for services to the Tribal Council for their approval.

IT IS FINALLY RESOLVED THAT upon the conclusion of the Gaming Commission’s investigation, it shall consult with, advise, and make recommendations arising from this investigation for the purpose of assisting the Tribal Council in developing policy or law that will ensure similar conduct is not repeated by current or future employees. The Gaming Commission is not directed to seek redress of any violation discovered, if any, unless the Commission believes they must take action per the Gaming Ordinance or other policies applicable to the Gaming Commission.

CERTIFICATE OF ADOPTION

I do hereby certify that the foregoing resolution was duly presented and adopted by the Tribal Council with 8 FOR, 0 AGAINST, 0 ABSTAINING, and 1 ABSENT at a Regular Closed Session of the Little River Band of Ottawa Indians Tribal Council held on January 20, 2016, at the Little River Band’s Conference Room in Manistee, Michigan, with a quorum being present for such vote.



Joseph Riley, II, Council Recorder


Virgil Johnson, Council Speaker

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Open Session

KING COUNTY 12/09/16

SUPERIOR COURT CLERK

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CASE NUMBER: 15-2-31112-3.SEA

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

SNOQUALMIE INDIAN TRIBE,

Plaintiff,

v.

WENDELL LONG,

Defendant.

Case No.:

COMPLAINT

INTRODUCTION

Wendell Long was hired by the Snoqualmie Indian Tribe to further the economic success of the Tribe's Snoqualmie Casino. Long arrogantly assumed continued success under his leadership would be guaranteed: "Gentleman[sic] – We are no longer admirers. We now have our signature and will be making history for the Great Snoqualmie Tribe with EVERYONE admiring us." Instead, in a mere five months between May and October 2015, Long systematically defrauded the Tribe out of tens of thousands of dollars. Yet, Long feared no reprisal: "I am glad it's tribal gaming, this is the type of thing we would get fired for in commercial gaming, . . . even if some tribes chew your butt and are mean, they generally don't fire you." The Tribe brings this action to seek redress for some of the many harms that have occurred as the result of Long's effort to enrich himself, reward his friends, and do harm to the Snoqualmie Indian Tribe.

PARTIES

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3 1. Plaintiff Snoqualmie Indian Tribe ("Tribe") is a federally-recognized sovereign
4 Indian tribe with its governmental offices at 9571 Ethan Wade Way SE, Snoqualmie, WA 98065.
5 The Tribe operates pursuant to its Constitution as amended on June 24, 2006, and conducts its
6 governmental operations through an elected Tribal Council. The Snoqualmie Tribal Council has
7 primary responsibility to protect the welfare of Snoqualmie Tribal members. The Tribe wholly
8 owns and operates the Snoqualmie Casino ("Casino"). The Tribe acts with respect to the Casino
9 through the Snoqualmie Entertainment Authority ("SEA"), an unincorporated governmental
10 component and a subordinate instrumentality and agency of the Tribal government under Tribal
11 law. The SEA, comprised of Tribal members who also serve on the Snoqualmie Tribal Council,
12 oversees operation of the wholly-owned gaming business of the Tribe, the Casino, which
13 operates for the benefit of the Tribe and Tribal members. Plaintiff expressly retains its sovereign
14 immunity from unconsented suit.

15 2. Defendant Wendell Long ("Long") is the former Chief Executive Officer
16 ("CEO") of the Casino. At all relevant times, Long was a resident of Washington State. He is
17 not a member of the Snoqualmie Indian Tribe.

JURISDICTION AND VENUE

18
19 3. At all times relevant, Defendant resided in and conducted business in King
20 County, Washington.

21 4. The acts and omissions alleged herein primarily occurred within King County,
22 Washington.

23 5. Jurisdiction and venue are proper in this Court.

STATEMENT OF FACTS

A. The Tribe's Ownership and Operation of Snoqualmie Casino

24
25
26 6. In 1988, Congress enacted the Indian Gaming Regulatory Act ("IGRA"), a
27 principal goal of which was to "provide a statutory basis for the operation of gaming by Indian

1 tribes as a means of promoting tribal economic development, self-sufficiency and strong tribal
2 governments.”

3 7. Pursuant to the IGRA, the Tribe built, owns and operates the Casino, which
4 opened in November 2008 on the Tribe’s Reservation. The Casino represents the Tribe’s
5 primary engine of economic self-sufficiency.

6 8. The Tribe operates the Casino for the benefit of the Tribe and Snoqualmie Tribal
7 members to secure a sound Tribal economy for future generations of Tribal members.

8 **B. The Tribe Hires Long as CEO**

9 9. In early 2015, the Tribe retained the services of an executive search firm to find
10 and retain a new CEO for the Casino. Long was interviewed on March 16, 2015 and received an
11 offer of employment shortly thereafter.

12 10. Long was employed by the Casino pursuant to an employment agreement entered
13 into with the SEA on March 27, 2015. Among other terms, the agreement required Long to
14 “devote his full business time and attention to the affairs of the Tribe,” and “observe any and all
15 rules, regulations, policies, or directives as the Tribe may establish from time to time.” The
16 agreement also provided that a “merit” bonus could be paid “at such time and in such amount as
17 the [SEA] and/or Tribal Council may determine based on Employee’s performance.” Long’s
18 employment agreement at Section 7 expressly prohibited Long from using, divulging, disclosing,
19 or communicating confidential information or trade secrets to any person except in furtherance
20 of the business of the Tribe and as requested by the Tribal Council.

21 11. On May 4, 2015, Long began employment as CEO of the Snoqualmie Casino.

22 12. As the CEO, Long was responsible for the overall operation of, and accountability
23 for, the performance of the Casino. Specifically, the CEO is tasked with ensuring that policies
24 and procedures are followed to achieve profit objectives, maximize guest satisfaction, and
25 increase player action and traffic flow.

26 13. Long operated the Casino under novel, self-created business theories, analogizing
27 operations to a sweat lodge, the so-called “Three Moon Sweat,” and emphasizing the need to

1 "BeOne" with the Tribe. Long also framed relationships with Tribal Council and subordinate
2 employees through the "Ladder of Commitment," which identified multiple tiers of commitment
3 levels a person could have toward another person or entity. Long was especially fixated on
4 guarding against a phenomenon he referred to as "Ghost Sickness," which was defined by Long
5 as "[a] person that doesn't have the knowledge level to take us to the peak[,] prevents the Tribe
6 from reaching its potential."

7 14. Under the theories of "BeOne," "Ghost Sickness," and the "Ladder of
8 Commitment," Long systematically terminated long-time management and executive-level
9 Casino employees in favor of replacing them with his former colleagues and friends. This
10 approach ensured that Long could operate the Casino under his own set of rules, without
11 encountering resistance from those who might be loyal to the Tribe. Long also used the "Ghost
12 Sickness" theory to blame former Casino management for Long's failure to properly manage the
13 Casino.

14 **C. Long Hires Friends Sensabaugh, Corby and Others**

15 15. Long's first acts as CEO were to replace existing Casino executive-level
16 management with his personal friends. Long had pre-selected at least two individuals, Keith
17 Sensabaugh and Roy Corby, to fill executive roles at the Casino that were either not yet created
18 or already filled by long-time Casino employees.

19 16. Just a few weeks after starting as CEO, Long began efforts to recruit Sensabaugh
20 and Corby to work at the Casino. Sensabaugh and Corby are longtime friends and associates of
21 Long; Long and Sensabaugh worked together at the Little River Casino Resort in Michigan, and
22 Long and Corby worked together at Casino Del Sol in Arizona.

23 17. On May 19, 2015, without any authority to do so, Long sent confidential Casino
24 financial data (slot data from February 2015) to Corby via electronic mail. On May 20, 2015,
25 Long again sent confidential Casino financial data (slot data from April 2015) to Corby via
26 electronic mail. One such email contained a link to an unsecure file-sharing site (Dropbox),
27 where Long had uploaded confidential data regarding Casino operations. The file-sharing site

1 account belonged to a third-party individual, from whom Long had borrowed the account to
2 upload the information.

3 18. Long arranged, at Tribe's sole expense, to fly Corby, Sensabaugh, and
4 Sensabaugh's wife first class to visit the Casino. The Tribe also paid for the lodging, food, and
5 entertainment for Sensabaugh and Corby while they were in the Seattle area. Long sent
6 Sensabaugh an electronic mail on May 12, 2015 providing him with confirmation of his flights
7 and first class updates for Sensabaugh and his wife. The message simply stated "Thank you for
8 offering to come out and evaluate our property." However, Sensabaugh's "evaluation" of the
9 property appears to have focused on dining, golfing, and socializing with Long at the Tribe's
10 expense.

11 19. Long similarly invited other former colleagues to visit the Casino with expenses
12 paid by the Tribe under the guise of "evaluating" the property. Todd Fishon is a friend and
13 former colleague of Long's from Casino Del Sol. On May 23, 2015, Long sent Fishon an
14 electronic mail stating "I'll put you up at the Hilton Garden Inn if you do some evaluation of the
15 property. Do you want one room or two?" Fishon was hired by Long and paid by the Tribe as
16 "marketing consultant" before being offered full time employment by Long as Chief Department
17 Officer ("CDO") at an excessive salary of \$250,000, plus relocation and other benefits. Fishon
18 withdrew his name from consideration as CDO in early October 2015.

19 20. Following Sensabaugh's all-expenses paid trip to visit the Casino, he sent Long
20 an electronic mail on May 30, 2015, in which he advised Long that he wanted to hold the
21 position of COO for the Casino. Sensabaugh also identified other persons that he encouraged
22 Long to recruit for executive positions, including Corby and then-Little River Casino Resort
23 employee Eileen Duffin.

24 21. Long went so far as to have Sensabaugh edit the job description for Chief
25 Operations Officer before Sensabaugh formally applied for the position and came back to
26 interview. As Long stated in an electronic mail to Sensabaugh on June 5, 2015: "I need some of
27 your time [] to walk through [] a compelling justification for filling the COO spot. I want them

1 to be excited about filling this spot and how this can accelerate the journey. To be clear, I don't
2 need their permission nor will they deny it, but I want them to be enthused even before meeting
3 with you.”

4 22. On June 17, 2015, Sensabaugh sent Long an electronic mail with the title
5 “Aligned/neutral/not” wherein Sensabaugh listed the names of Casino executive management.
6 Long responded: “Thanks.”

7 23. On June 20, 2015, Sensabaugh sent an electronic mail to Long stating: “We
8 crushed it with [Tribal Council] . . . You set us perfectly that the ghost sickness needs purged.
9 Therefore I encourage you to just hire me.” Long responded: “I hope you that you don’t feel
10 that you need to ‘sell’ yourself to me. Any questions by me is about how to manage the situation
11 in order to minimize any damage to your or my [Ladder of Commitment] with other parties.”

12 24. On July 3, 2015, Long sent an offer of employment to Sensabaugh for the position
13 of Chief Operations Officer of the Casino. Per the existing compensation guidelines, the
14 minimum (starting) salary for the Chief Operations Officer was \$169,332.80, and the mid-point
15 salary was \$211,660.80. In contravention of the Casino’s compensation policy, Long sent
16 Sensabaugh a letter formally offering him an annual salary of \$275,000.

17 25. On July 4, 2015, Long sent Sensabaugh an electronic mail containing
18 confirmation of one-way flights to Seattle for Sensabaugh and his wife prior to the beginning of
19 Sensabaugh’s employment. Above the confirmation, Long noted: “Sorry – There wasn’t an
20 available upgrade to first – You’ll be slumming it.”

21 26. A few weeks later, Long offered the Chief Gaming Officer position to Corby at an
22 annual salary of \$275,000, despite being advised that the minimum (starting) salary for that
23 position was \$169,332.80, and the midpoint salary was \$211,660.80.

24 27. Similarly, in August 2015, Long offered Chief Marketing Officer candidate
25 Eileen Duffin an annual salary of \$250,000, despite being advised that the minimum (starting)
26 salary for the Chief Marketing Officer was \$105,830.40, and the midpoint salary was
27 \$132,288.00.

1 28. On August 17, 2015, Long specifically advised both Corby and Sensabaugh by
2 electronic mail to “[p]ay whatever it takes” in making additional hiring decisions.

3 29. With respect to Sensabaugh, Corby and Duffin, Long offered the prospective
4 employees a monthly car allowance, health benefits, payment for relocation expenses up to
5 \$15,000, and a temporary housing cost reimbursement.

6 30. In each of these and other cases, Long authorized and approved, over the
7 objections of the Casino’s Human Resources Department and in contravention of Casino policy,
8 a salary significantly in excess of the Casino’s approved compensation range for the roles and
9 experience level of the persons to be hired.

10 31. Long also facilitated other hiring of friends and prior colleagues as “consultants”
11 paid for by the Tribe, including Jason Jonilonis and Austen Brauker. Jonilonis was eventually
12 offered a position at an excessive salary of \$150,000 plus relocation and other benefits to serve
13 as the Director of Food and Beverage. At the time he was hired as a “consultant,” Brauker was
14 working for Long’s prior employer, Little River Casino Resort. Brauker was hired by Long to
15 allegedly facilitate “peacemaking” at Long’s insistence. On Brauker’s second trip he brought his
16 wife along, who was also employed by the Little River Casino, for the stated purpose of note-
17 taking.

18 32. Long told the Casino Human Resources Director on July 7, 2015 that Brauker had
19 “volunteered to come out and teach people like you the Peacemaking process.” However, later
20 that same day, Long sent an electronic mail to Brauker stating: “Obviously, we would like you
21 to charge us. You and I can work that out. I hope that you can bring Victoria to help teach, too.”
22 Long arranged Business Select travel for Brauker at the Tribe’s expense.

23 33. While paying their friends and colleagues handsomely, Sensabaugh, under Long’s
24 direction, also terminated long-time Casino management. Long and Sensabaugh often callously
25 mocked the employees after they were terminated. For example, after terminating the director of
26 food and beverage, Sensabaugh sent Long an electronic mail implying that the former employee
27

1 would be forced to work at a waffle house, then asking, "What, too soon? ... I am not a
2 person..."

3 **D. Long Profits at the Tribe's Expense**

4 **a. Snoqualmie Ridge TPC and Other Golf**

5 34. Long was especially excited about one perk of his job: a corporate golf
6 membership at TPC Snoqualmie Ridge. Long aggressively misused this corporate membership.

7 35. Among other things, Long directed the Casino to open new corporate
8 memberships for executive staff and families; purchased personalized golf bags at the Tribe's
9 expense for himself and his executive level staff; and engaged in numerous "meetings" with
10 Sensabaugh and Corby, and his other executive staff, at TPC Snoqualmie during work hours in
11 an attempt to justify the golf.

12 36. On August 7, 2015, when receiving an electronic mail regarding a professional
13 conference, Long forwarded the message to Corby with the single note, "[a]ny golf courses?"

14 37. In September 2015 alone, Long, Sensabaugh and Corby golfed together at the
15 TPC Snoqualmie five times for alleged "business purposes."

16 38. Long also made arrangements for his girlfriend to golf with him. On information
17 and belief, this was done at the Tribe's expense.

18 39. On or about August 2015, the Casino began a conversion of its gaming system
19 software. The conversion was highly problematic, with frequent system outages. On at least five
20 occasions while the Casino was experiencing software outages, Long was golfing off-site instead
21 of being on Casino property working to solve the issues and handle customer relations.

22 40. Long's golfing at the Tribe's expense was not limited to his corporate golf
23 membership at the TPC Snoqualmie. Long arranged for, and had the Tribe's pay for, golf at
24 numerous other venues under the guise of "business" for long-time friends, work colleagues and
25 vendors who were already doing business with the Tribe.

26 41. For example, and without limitation:
27

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1 a. On June 24, 2015, Long played at Washington National Golf Club
2 "Executive Meeting" with a representative from Capital One Bank, charging \$202.45 to
3 the Tribe.

4 b. On July 27, 2015, Long held an "Executive" meeting at Chambers Bay
5 Golf Course, charged to the Tribe at the cost of \$1,076.05.

6 c. On August 7, 2015, Long charged \$515.84 to the Tribe's corporate
7 membership at the Snoqualmie Ridge Golf Club to golf and dine with Mark Scheller, a
8 "hotel consultant." Scheller was a friend of Long's who Long had promised to fly up to
9 the Casino to "look at the property and discuss the future" shortly after Long began as
10 CEO.

11 d. The next day, on August 8, 2015, Long charged \$1,052.48 to a Tribal
12 credit card for a "hotel discussion" with Scheller, Corby, and Fishon which took place
13 over a round of golf at Chambers Bay golf course near Tacoma, Washington.

14 e. On August 9, 2015, for the third day in a row, Long took Scheller golfing,
15 again at the Snoqualmie Ridge Golf Club, charging \$494.34 to the Tribe's corporate
16 account.

17 f. One week later, on August 16, 2015, Long charged \$613.20 for a
18 "recruiting" meeting at Newcastle Golf Club which included himself, Sensabaugh,
19 Corby, and Pat Hutchins.

20 g. On September 27-28, 2015, Long charged \$542.24 for golf in Las Vegas
21 with representatives from Bank of America.

22 **b. Bonus**

23 42. Long approved for himself two "incentive" bonuses totaling \$82,500.

24 43. The first was paid in July 2015. On July 31, 2015, Long sent Sensabaugh an
25 electronic mail with the subject "\$\$\$" in which he exclaimed "Woohoo! The money is there!"
26 Sensabaugh responded, "Still a dream." Long replied, "Amen."

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1 44. On August 3, 2015, the Tribal Secretary sent Long an electronic mail inquiring as
2 to Long's availability and noting that Council "would like to talk to you about the incentive
3 program for the executives at the casino."

4 45. On August 5, 2015, Sensabaugh sent Long an electronic mail with an outline of
5 justifications for having paid the bonuses. The outline was intended for Tribal Council, aimed at
6 answering the pre-supposed concerns from Council such as "why so much?," "it's a lot of
7 money, other casinos we checked with don't pay that much," and "the goals did not seem that
8 tough."

9 46. In October 2015, despite months of underperformance by the Casino, Long paid
10 himself, Sensabaugh, Corby and others a second bonus. The October bonus was neither
11 presented to nor approved by the SEA or the Tribal Council.

12 **c. Travel and Entertainment**

13 47. Long travelled regularly, often via Business Select or First Class, at the Tribe's
14 expense, despite a lack of clear connection to his work for the Tribe. Long also often booked
15 "back up flights" for himself, incurring hundreds of dollars in additional unnecessary expenses.

16 48. Long arranged lavish "business meetings" at restaurants and other venues, with
17 his executive team and often their wives, at the Tribe's expense. For example, On August 1,
18 2015, Long charged \$1,171.07 to the Tribe for a "business meeting" at Aqua by El Gaucho
19 which included himself, Corby and his family, Sensabaugh, and Fishon and his family.

20 49. Long also charged lavish dinners to the Tribe for entertaining existing Tribal
21 vendors. For example, on September 23, 2015, Long charged to a Tribe a \$2,360.56 meal at
22 Agua by El Gaucho for entertaining the Casino software vendor whose system outages had been
23 plaguing the Casino.

24 50. Long also attended dinners paid for by vendors of the Casino, in contravention of
25 Snoqualmie Gaming Commission rules prohibiting the acceptance of gifts of anything more than
26 "nominal" value from vendors in connection with the business of the Casino.
27

1 51. In addition, Long charged the purchase of men's accessories (in particular, a neck
2 tie) as a business expense, despite his position entailing regular wear of such attire. Long also
3 approved the purchase of Seahawks attire for at least three casino executive staff to wear to
4 games.

5 52. Long charged and approved all such personal expenses as "all business" from the
6 Tribe.

7 **d. Conflicts of Interest**

8 53. While employed by the Tribe, Long was a Director of an entity known as Acres
9 4.0 The Chairman of the Board is John Acres; he also serves as President for Acres Bonusing,
10 Inc.

11 54. Long frequently shared confidential information with Acres concerning a Casino
12 software upgrade without the authorization of the Tribe.

13 55. Further, Long was planning to hire Acres to provide "Kai", a management tool, at
14 the Tribe's expense, which would have benefitted Long's friend Acres and may have personally
15 benefitted Long as a Director of Acres 4.0. As Long wrote to Acres on September 8, 2015: "I
16 have a price in mind that is fair to Acres but also demonstrates to the Tribe that I'm not a shill for
17 Acres." In the same electronic mail Long added, discussing the Tribe's interest in Kai and a
18 possible related investment opportunity: "They do have the cash, and I do see your vision as
19 reasonable, but I can't guarantee it at this point."

20 56. Long caused Kai to be installed at both Casino Del Sol and the Little River
21 Casino when he was CEO at those casinos.

22 57. Long's business involvement with Acres was not disclosed to the Tribe.

23 **E. The Tribe Terminates Long's Employment**

24 58. In or around August 2015, it came to Tribal Council's attention that in 2009,
25 while employed by an Arizona Indian tribe, Long was issued a Notice of Intent to Deny Renewal
26 of State Certification by the Arizona Department of Gaming ("Department"). Specifically, the
27 Department raised concerns that Long had been involved in business relationships with members

1 of an organized crime family; that Long had abused the casino credit card policy and violated
2 other gaming ordinances; that Long had inappropriately accepted trips from casino vendors; that
3 Long had transferred a loan for the Pascua Yaqui Tribe without prior approval; and that Long
4 had violated the Tribal Election Code. In 2010, the Department decided not to pursue a
5 certification action against Long, but issued a reprimand for failing to present credit card
6 receipts, such that Long was “not proactive with respect to ensuring compliance with the
7 Casino’s internal procedures.”

8 59. Long concealed this information about the Department’s reprimand from the
9 Tribe before he was hired.

10 60. At the same time, it also came to Tribal Council’s attention that in 2009, while
11 employed by the same Arizona Indian tribe, Corby was issued a Notice of Intent to Deny
12 Renewal of State Certification by the Department. Specifically, the Department raised concerns
13 that Corby had misused casino credit cards and credit funds, violated internal control policies of
14 the Gaming Compact and the casino, and accepted gratuities from vendors. On or around
15 November 2009, the Department decided not to pursue a certification action against Corby, but
16 issued a reprimand for failing to present credit card receipts, such that Corby exercised a “lack of
17 control of oversight with internal procedures.”

18 61. Long concealed this information about the Department’s reprimand of Corby
19 from the Tribe before he was hired.

20 62. In early September 2015, Casino software problems continued, and in an
21 electronic mail sent to a vendor, Long stated: “I’m getting my ass handed to me by Tribal
22 Council to the point that I won’t be here much longer . . . I don’t want to lose my job (and the
23 Tribe’s money) due to [your] incompetence.”

24 63. Around late September and early October 2015, the Tribe’s Tribal Council
25 became aware of sweetheart employment offers Long made to Sensabaugh and Corby,
26 “incentive” bonuses Long approved for himself and others, including Sensabaugh and Corby, the
27 excessive golf and travel, numerous other unauthorized expenses that were charged to the Tribe.

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1 and incidents where Long belittled employees, including one incident where he called a Tribal
2 member employee "bat shit crazy."

3 64. Long's Outlook Calendar reveals one such meeting with the Tribal Council on
4 October 1, 2015 to discuss these issues with the subject "Meeting with Tribal Council regarding
5 Shit."

6 65. On October 12, 2015, Long was given written notice of Tribal Council's intent to
7 terminate his employment contract for "cause," with 30 days opportunity to cure, pursuant to
8 Long's employment contract.

9 66. Also on October 12, 2015, Long sent Sensabaugh an electronic mail in which he
10 advised Sensabaugh "You and your family are far more valuable to me than this job."
11 Sensabaugh responded, "The feeling is beyond mutual."

12 67. On October 13, 2015, Long updated his resume on the computer that was
13 provided to him by the Tribe.

14 68. On October 14, 2015, Long, with input from Sensabaugh, created a document
15 called "Mea Culpa" on the computer that was provided to him by the Tribe where he proposes a
16 plan to cure, including eliminating the new golf memberships at the TPC, returning credit cards,
17 canceling travel, and to "identify and cause repayment of non-business associated expenses by
18 executive staff hired by me."

19 69. On October 16, 2015, Tribal Council determined that it was in the Tribe's best
20 interest to immediately terminate Long, without providing an opportunity to cure. Accordingly,
21 Long's employment was terminated by Tribal Council effective immediately, without cause and
22 he was paid a severance.

23 70. The Tribe has suffered and continues to suffer economic harm as a result
24 Defendant's actions misusing Tribal funds.

25 ///
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27 ///

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1 CAUSES OF ACTION

2 FIRST CAUSE OF ACTION

3 (Breach of Fiduciary Duty)

4 71. Plaintiff incorporates all preceding paragraphs as if fully set forth herein.

5 72. Long occupied a position of high trust with respect to the affairs of the Casino,
6 and, by virtue of that position, owed fiduciary duties to the Tribe. Long was entrusted with
7 substantial control over the Casino by the Tribe. These fiduciary duties include obligations to
8 exercise good business judgment, to act prudently in the operation of his duties, to discharge his
9 duties in good faith, to act in the best interest of the Tribe, and to put the Tribe's interests before
10 his own.

11 73. The protocol for new hires at the Casino is and was, at all times relevant to this
12 Complaint, to start the employee at the minimum of the range, unless the employee was
13 exceptionally qualified in experience, education, or skills. If a new employee was deemed to be
14 exceptionally qualified, the protocol was to review exceptions on an individual basis, but not to
15 exceed mid-point of the range or 20% above the minimum—whichever was greater.

16 74. Long repeatedly disregarded this policy, hiring his friends at inflated salaries with
17 excessive benefits packages, and accepting other hires outside of Casino guidelines.

18 75. Long transmitted electronic messages containing confidential information of the
19 Casino to individuals who were not authorized to access such information.

20 76. By offering new employees a salary far in excess of the range previously set by
21 human resources, Long went outside the scope of his respective authority and took such actions
22 in breach of his fiduciary duties owed to the Tribe. The excessive salaries, and an unauthorized
23 bonus to Sensabaugh, cost the Tribe \$83,542.13.

24 77. Long also failed to exercise good business judgment, to act prudently in the
25 operation of his duties, and to act in the best interest of the Tribe when he made and accepted an
26 unauthorized bonus payment that he knew required approval, misused the Casino's corporate
27 golf membership for non-business purposes, and sought approval for other unauthorized non-

1 business expenses. On information and belief, the business expenses cost the Tribe no less than
2 \$70,000.00.

3 78. Long sought to manipulate financial data so that it presented more favorably for
4 Long. For example, Long kept the Casino's Chief Financial Officer from presenting financial
5 data directly to the SEA and arranged so that the Chief Financial Officer could not attend SEA
6 meetings or presenting the financials for certain months. On or about August 2015, Long told
7 the Chief Financial Officer to mask a decline in revenue that the Casino was experiencing under
8 Long's leadership.

9 79. Long used his positions with the Tribe to obtain special privileges for himself.

10 80. Long violated his obligation to devote his full business time and attention to the
11 affairs of the Tribe by applying for outside employment as a Gaming Equipment Supplier
12 Consultant while employed by the Tribe full-time without seeking authorization from the Tribe.

13 81. Long violated his duty of loyalty to the Tribe by placing the interests of himself
14 and others above those of the Tribe.

15 82. Long breached his duties to the Tribe, by among other things, failing to disclose
16 his reprimand by the Arizona Department of Gaming before he was hired.

17 83. Long's actions were willful, wanton, and malicious, and were intended to cause
18 injury to the Tribe.

19 84. As a direct and proximate result of Long breaches of fiduciary duty, the Tribe has
20 suffered and will continue to suffer monetary harm in an amount to be proven at trial but
21 believed to be in excess of \$150,000.00.

22 85. Long breached his fiduciary duties to the Tribe and, as a result, the Tribe has been
23 damaged in an amount that far exceeds the amounts that Long directly misappropriated for
24 himself.

25 **SECOND CAUSE OF ACTION**

26 **(Conversion)**

27 86. Plaintiff incorporates all preceding paragraphs as if fully set forth herein.

1 87. Long unlawfully obtained monies and benefits from the Tribe by, among other
2 things, misusing the Casino's corporate golf club membership; misusing the Casino's corporate
3 credit card; obtaining unauthorized reimbursements for non-business activities; and by paying
4 himself an "incentive bonus" without authorization.

5 88. Long has unlawfully deprived the Tribe of its funds.

6 89. As a direct and proximate result of Long's conduct, the Tribe has suffered and
7 will continue to suffer monetary harm in an amount to be proven at trial but believed to be in
8 excess of \$150,000.00.

9 **THIRD CAUSE OF ACTION**

10 **(Unjust Enrichment)**

11 90. Plaintiff incorporates all preceding paragraphs as if fully set forth herein.

12 91. The position of trust held by Long enabled him to obtain various benefits from the
13 Tribe which he misused for their personal benefit.

14 92. Long knew or should have known that he was not permitted to abuse his position
15 of trust to benefit himself.

16 93. It is inequitable for Long to retain the monies and property he obtained through
17 abuse of his positions.

18 94. As a result of Defendant's actions, Long was unjustly enriched in an amount to be
19 proven at trial but believed to be in excess of \$150,000.00.

20 **REQUEST FOR RELIEF**

21 WHEREFORE, Plaintiff prays for the following relief:

22 A. An order declaring that Defendant Long breached his fiduciary duties to the
23 Tribe;

24 B. An order declaring that Defendant Long converted funds of the Tribe;

25 C. An order declaring that Defendant Long was unjustly enriched at the expense of
26 the Tribe;

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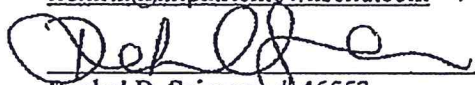
- D. An order disgorging profits and awarding the Tribe actual, compensatory and punitive damages in an amount to be proven at trial;
 - E. An award of all costs and reasonable attorneys' fees as may be permitted by law;
- and
- F. Such other and further relief as the Court deems appropriate.

DATED this 22nd day of December, 2015.

Kilpatrick, Townsend & Stockton LLP

By: 

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Attorneys for Plaintiff

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KING COUNTY SUPERIOR COURT
CASE ASSIGNMENT AREA DESIGNATION and CASE INFORMATION COVER SHEET
(CICS)

Pursuant to King County Code 4A.630.060, a faulty document fee of \$15 may be assessed to new case filings missing this sheet.

CASE NUMBER: _____
(Provided by the Clerk)

CASE CAPTION: Snoqualmie Indian Tribe v. Wendell Long
(New case: Print name of person starting case vs. name of person or agency you are filing against.)
(When filing into an existing family law case, the case caption remains the same as the original filing.)

Please mark one of the boxes below:

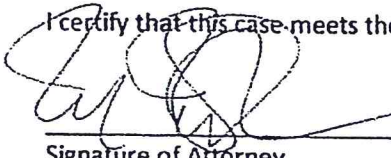
Seattle Area, defined as:

All of King County north of Interstate 90 and including all of the Interstate 90 right-of-way; all the cities of Seattle, Mercer Island, Bellevue, Issaquah and North Bend; and all of Vashon and Maury Islands.

Kent Area, defined as:

All of King County south of Interstate 90 except those areas included in the Seattle Case Assignment Area.

I certify that this case meets the case assignment criteria, described in King County LCR 82(e).


Signature of Attorney

33758
WSBA Number

12/22/15
Date

or

Signature of person who is starting case

Date 12/22/15
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Closed Session Record
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Address, City, State, Zip Code of person who is starting case if not represented by attorney

KING COUNTY SUPERIOR COURT
CASE ASSIGNMENT AREA DESIGNATION and CASE INFORMATION COVER SHEET

Moved to
Open Session
11/09/16

CIVIL

Please check the category that best describes this case.

APPEAL/REVIEW

- Administrative Law Review (ALR 2)***
(Petition to the Superior Court for review of rulings made by state administrative agencies. (e.g. DSHS Child Support, Good to Go passes, denial of benefits from Employment Security, DSHS, L & I))
- DOL Revocation (DOL 2)***
(Appeal of a DOL revocation Implied consent-Test refusal ONLY.) RCW 46.20.308(9)

CONTRACT/COMMERCIAL

- Breach of Contract (COM 2)***
(Complaint involving money dispute where a breach of contract is involved.)
- Commercial Contract (COM 2)***
(Complaint involving money dispute where a contract is involved.)
- Commercial Non-Contract (COL 2)***
(Complaint involving money dispute where no contract is involved.)
- Third Party Collection (COL 2)***
(Complaint involving a third party over a money dispute where no contract is involved.)

JUDGMENT

- Abstract, Judgment, Another County (ABJ 2)**
(A certified copy of a judgment docket from another Superior Court within the state.)
- Confession of Judgment (MSC 2)***
(The entry of a judgment when a defendant admits liability and accepts the amount of agreed-upon damages but does not pay or perform as agreed upon.)
- Foreign Judgment (from another State or Country) (FJU 2)**
(Any judgment, decree, or order of a court of the United States, or of any state or territory, which is entitled to full faith and credit in this state.)
- Tax Warrant or Warrant (TAX 2)**
(A notice of assessment by a state agency or self-insured company creating a judgment/lien in the county in which it is filed.)
- Transcript of Judgment (TRJ 2)**
(A certified copy of a judgment from a court of limited jurisdiction (e.g. District or Municipal court) to a Superior Court.)

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- PROPERTY RIGHTS**
- Condemnation/Eminent Domain (CON 2)***
(Complaint involving governmental taking of private property with payment, but not necessarily with consent.)
 - Foreclosure (FOR 2)***
(Complaint involving termination of ownership rights when a mortgage or tax foreclosure is involved, where ownership is not in question.)
 - Land Use Petition (LUP 2)***
(Petition for an expedited judicial review of a land use decision made by a local jurisdiction.) RCW 36.70C.040
 - Property Fairness (PFA 2)***
(Complaint involving the regulation of private property or restraint of land use by a government entity brought forth by Title 64.)
 - Quiet Title (QTI 2)***
(Complaint involving the ownership, use, or disposition of land or real estate other than foreclosure.)
 - Residential Unlawful Detainer (Eviction) (UND 2)**
(Complaint involving the unjustifiable retention of lands or attachments to land, including water and mineral rights.)
 - Non-Residential Unlawful Detainer (Eviction) (UND 2)**
(Commercial property eviction.)

- OTHER COMPLAINT/PETITION**
- Action to Compel/Confirm Private Binding Arbitration (MSC 2)**
(Petition to force or confirm private binding arbitration.)
 - Bond Justification (MSC 2)**
(Bail bond company desiring to transact surety bail bonds in King County facilities.)
 - Change of Name (CHN 5)**
(Petition for name change, when domestic violence/antiharassment issues require confidentiality.)
 - Certificate of Rehabilitation (MSC 2)**
(Petition to restore civil and political rights.)
 - Civil Commitment (sexual predator) (PCC 2)**
(Petition to detain an individual involuntarily.)
 - Deposit of Surplus Funds (MSC 2)**
(Deposit of extra money from a foreclosure after payment of expenses from sale and obligation secured by the deed of trust.)
 - Emancipation of Minor (EOM 2)**
(Petition by a minor for a declaration of emancipation.)
 - Foreign Subpoena (MSC 2)**
(To subpoena a King County resident or entity for an out of state case.)
 - Frivolous Claim of Lien (MSC 2)**
(Petition or Motion requesting a determination that a lien against a mechanic or materialman is excessive or unwarranted.)
 - Injunction (INJ 2)***
(Complaint/petition to require a person to do or refrain from doing a particular thing.)

Civil CICS

- Interpleader (MSC 2)
(Petition for the deposit of disputed earnest money from real estate, insurance proceeds, and/or other transaction(s).)
- Malicious Harassment (MHA 2)
(Suit involving damages resulting from malicious harassment.) RCW 9a.36.080
- Non-Judicial Filing (MSC 2)
(See probate section for TEDRA agreements. To file for the record document(s) unrelated to any other proceeding and where there will be no judicial review.)
- Other Complaint/Petition (MSC 2)*
(Filing a Complaint/Petition for a cause of action not listed.)
- Public records Act (PRA 2)*
(Actions filed under RCW 42.56.)
- Receivership (MSC 2)
(The process of appointment by a court of a receiver to take custody of the property, business, rents and profits of a party to a lawsuit pending a final decision on disbursement or an agreement.)
- Relief from Duty to Register (RDR2)
(Petition seeking to stop the requirement to register.)
- Restoration of Firearm Rights (RFR 2)
(Petition seeking restoration of firearms rights under RCW 9.41.040 and 9.41.047.)
- School District-Required Action Plan (SDR 2)
(Petition filed requesting court selection of a required action plan proposal relating to school academic performance.)
- Seizure of Property from the Crime-Seattle (SPC 2)*
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(Seizure of personal property which was employed in aiding, abetting, or commission of a crime, from a defendant after conviction.)
- Seizure of Property Resulting from a Crime-Seattle (SPR 2)*
(Seizure of tangible or intangible property which is the direct or indirect result of a crime, from a defendant following criminal conviction. (e.g., remuneration for, or contract interest in, a depiction or account of a crime.))
- Structured Settlements- Seattle (MSC 2)
(A financial or insurance arrangement whereby a claimant agrees to resolve a personal injury tort claim by receiving periodic payments on an agreed schedule rather than as a lump sum.)
- Vehicle Ownership (MSC 2)*
(Petition to request a judgment awarding ownership of a vehicle.)
-
- TORT, ASBESTOS
 Personal Injury (PIN 2)*
(Complaint alleging injury resulting from asbestos exposure.)
- Wrongful Death (WDE 2)*
(Complaint alleging death resulting from asbestos exposure.)

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Civil CICS

- TORT, MEDICAL MALPRACTICE**
- Hospital (MED 2)*
(Complaint involving injury or death resulting from a hospital.)
 - Medical Doctor (MED 2)*
(Complaint involving injury or death resulting from a medical doctor.)
 - Other Health care Professional (MED 2)*
(Complaint involving injury or death resulting from a health care professional other than a medical doctor.)
- TORT, MOTOR VEHICLE**
- Death (TMV 2)*
(Complaint involving death resulting from an incident involving a motor vehicle.)
 - Non-Death Injuries (TMV 2)*
(Complaint involving non-death injuries resulting from an incident involving a motor vehicle.)
 - Property Damages Only (TMV 2)*
(Complaint involving only property damages resulting from an incident involving a motor vehicle.)
 - Victims Vehicle Theft (VVT 2)*
(Complaint filed by a victim of car theft to recover damages.) RCW 9A.56.078
- TORT, NON-MOTOR VEHICLE**
- Implants (PIN 2)
 - Other Malpractice (MAL 2)*
(Complaint involving injury resulting from other than professional medical treatment.)

- Moved to
Open Session
11/09/16**
- Persona Injury (PIN 2)*
(Complaint involving physical injury resulting from professional medical treatment, and where a motor vehicle is not involved.)
 - Products Liability (TTO 2)*
(Complaint involving injury resulting from a commercial product.)
 - Property Damages (PRP 2)*
(Complaint involving damage to real or personal property excluding motor vehicles.)
 - Property Damages-Gang (PRG 2)*
(Complaint to recover damages to property related to gang activity.)
 - Tort, Other (TTO 2)*
(Any other petition not specified by other codes.)
 - Wrongful Death (WDE 2)*
(Complaint involving death resulting from other than professional medical treatment.)
- WRIT**
- Habeas Corpus (WHC 2)
(Petition for a writ to bring a party before the court.)
 - Mandamus (WRM 2)**
(Petition for writ commanding performance of a particular act or duty.)
 - Review (WRV 2)**
(Petition for review of the record or decision of a case pending in the lower court; does not include lower court appeals or administrative law reviews.)

*The filing party will be given an appropriate case schedule at time of filing.

** Case schedule will be issued after hearing and findings.

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