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IN THE UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF CALIFORNIA

(FRESNO DIVISION)

STATE OF CALIFORNIA,

Plaintiff,

v.

PICAYUNE RANCHERIA OF CHUKCHANSI INDIANS OF CALIFORNIA, A FEDERALLY RECOGNIZED INDIAN TRIBE,

Defendant.

COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF

The State of California (State) alleges:

STATEMENT OF THE CASE

1. This action seeks emergency and other appropriate injunctive relief to prevent an imminent threat to the public health and safety. Opposing tribal groups of the Picayune Rancheria of Chukchansi Indians of California (Chukchansi) claim to constitute the tribal government and have the right to control the Chukchansi Gold Resort and Casino (Casino) located in Madera County, California. Even though the State gives deference to Chukchansi's sovereignty to resolve its intra-tribal dispute, public health, safety, and welfare have become

threatened. Supported by armed security forces, the groups have taken actions to occupy, control, or forcibly enter facilities in, adjacent to, and near the Casino located in Coarsegold, California. This is an imminent threat to the public health and safety of Chukchansi's members, the Casino's patrons and employees, and the State's residents. Therefore, this Court should issue orders to protect the public, including temporarily restraining, and permanently enjoining, attempts to take control, or possession, of the Casino and related or nearby facilities, deploying armed personnel at or near the Casino, and carrying firearms at the Casino and related tribal properties; and, further prohibiting operation of the Casino unless and until it is established before this Court that the public health and safety of Casino patrons, employees, and tribal members can be adequately protected from the violent confrontations and threats of violent confrontation among the tribal factions disputing leadership of the Tribe and control of the Casino.

JURISDICTION AND VENUE

2. This Court has jurisdiction pursuant to 28 U.S.C. § 1331 because the State's claim arises under federal statutes and the federal common law. This Court also has jurisdiction pursuant to 25 U.S.C. § 2710(d)(7)(A)(ii) because this action is initiated by the State to enjoin conduct related to Chukchansi's class III gaming activity that violates its compact with the State.

3. Venue is proper in this District because all of the claims arise from conduct occurring, and the underlying tribal-state compact was entered into and is to be performed, in the Eastern District of California.

FACTUAL BACKGROUND

The Compact and Waiver of Sovereign Immunity

4. The State and Chukchansi entered into a tribal-state class III gaming compact on September 10, 1999 (Compact). A true copy of the Compact is Exhibit A to this Complaint and incorporated by reference. Pursuant to the Compact, Chukchansi owns and operates a class III gaming casino in Coarsegold, Madera County, California.

5. Pursuant to section 2.21 of the Compact, the term "Tribe" is defined to include Chukchansi, as well as its authorized officials and agencies. Based upon information obtained

from the Bureau of Indian Affairs, the State is informed and believes and, therefore, alleges that each individual defendant is an official of Chukchansi.

6. Pursuant to section 8.1.2 of the Compact, Chukchansi agreed to "[e]nsuring the physical safety of Gaming Operation patrons and employees, and any other person while in the Gaming Facility."

7. Section 10.1 of the Compact provides: "The Tribe will not conduct Class III gaming in a manner that endangers the public health, safety, or welfare . . . ."

8. Section 9.1 of the Compact provides that, in the case of imminent threat to the public health or safety, the parties may resort to judicial process.

9. Section 9.4 of the Compact provides for a limited waiver of sovereign immunity as follows:

> (a) In the event that a dispute is to be resolved in federal court . . . as provided in this Section 9, the State and the Tribe expressly consent to be sued therein and waive any immunity therefrom that they may have provided that:
>
> (1) The dispute is limited solely to issues arising under this Gaming Compact;
>
> (2) Neither side makes any claim for monetary damages (that is, only injunctive, specific performance, . . . or declaratory relief is sought); and
>
> (3) No person or entity other than the Tribe and the State is party to the action . . . .

The Intra-Tribal Dispute

10. An intra-tribal dispute exists among Chukchansi's members. Three groups claim leadership rights and the right to the Casino's possession and control, as well as other buildings and improvements near the Casino. The intra-tribal dispute involves armed factions and thus poses a threat to the public health, safety, and welfare.

11. The three factions are currently vying for control of the Tribe are the Lewis/Ayala faction, the Tex MacDonald Faction, and the Reid faction. A true copy of a recent order from the

United States District Court for the Northern District recounting some of the factional strife is attached as Exhibit B to this Complaint

The Threat to Public Health and Safety

12. At about 6:00 p.m. October 9, 2014, the Tex McDonald faction by Tex McDonald along with his head security person (John Olivera) and about 8-9 additional security personnel executed a takeover of the Casino. This was apparently done with the use of firearms and Tasers. Security personnel for different factions were held at gun point and/ or tased during the takeover. As the incident unfolded, some of the casino security, not a part of the McDonald faction, were able to maintain control of the surveillance room and are still there. They issued an emergency evacuation of the casino, had the cage secured and contacted Madera SO. The Madera County Sheriff's responded with assistance from CHP and secured the casino and surrounding property / roads.

13. According to the attorney for the Sheriff of Madera County, the attorney for the

14. The facts present a volatile situation involving armed tribal groups that threatens the public health and safety and endangers Chukchansi's members, the Casino's employees and patrons, and the State's citizens and residents, including law enforcement agents. The situation remains volatile as of this Complaint's filing.

CLAIM FOR RELIEF

(Breach of Compact)

15. Under the Compact, Chukchansi agreed to ensure the physical safety of patrons and employees. Chukchansi further agreed not to conduct class III gaming in a manner that endangers the public health, safety, or welfare.

16. By the actions alleged in this Complaint, Chukchansi materially breached, and continues to breach, the Compact.

17. The facts alleged in this Complaint demonstrate that emergency relief is required to maintain the public health and safety. The facts alleged in this Complaint further demonstrate that the State is entitled to injunctive relief to prevent any endangerment or threat to the public health and safety.

PRAYER AND RELIEF REQUESTED

WHEREFORE, the State prays that:

1. This Court enter a temporary restraining order, and preliminary and permanent injunctions, prohibiting any Chukchansi tribal group, including officers, agents, servants, employees and persons acting under Chukchansi's direction and control, from attempting to use force or other means to disturb, modify, or otherwise change the circumstances currently in effect with respect to the operation of or control over the Casino.

2. This Court enter a temporary restraining order, and preliminary and permanent injunctions, prohibiting Chukchansi, including officers, agents, servants, employees and persons acting under Chukchansi's direction and control, from deploying armed personnel of any nature within 100 yards from the Casino, the property on which the Casino is located, and tribal properties surrounding the Casino including the nearby government offices, buildings, and compounds (collectively, Tribal Properties).

3. The Court enter a temporary restraining order, and preliminary and permanent injunctions, prohibiting Chukchansi, including officers, agents, servants, employees and persons acting under Chukchansi's direction and control, from possessing, carrying, displaying, or otherwise having firearms on the Tribal Properties.

4. The Court enter a temporary restraining order, and preliminary and permanent injunctions, prohibiting Chukchansi, including officers, agents, servants, employees and persons acting under Chukchansi's direction and control, from endangering the safety of the Casino's visitors, patrons, and employees.

5. The Court enter a temporary restraining order, and preliminary and permanent injunctions, prohibiting operation of the Casino unless and until it is established before this Court that the public health and safety of Casino patrons, employees, and tribal members can be adequately protected from the violent confrontations and threats of violent confrontation among the tribal factions disputing leadership of the Tribe and control of the Casino.

6. This Court declare that Chukchansi has materially breached the Compact and that the State may exercise all rights, powers, and privileges accorded it with respect thereto including, without limitation, the right to terminate the Compact.

7. This Court enter such further orders and judgments as it deems appropriate.

Dated: October 10, 2014

Respectfully submitted,

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