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11

12 IN THE UNITED STATES DISTRICT COURT
13 FOR THE NORTHERN DISTRICT OF CALIFORNIA
14

15
16 **THE STATE OF CALIFORNIA, a State of**
17 **the United States; and GAVIN NEWSOM,**
Governor of California,

18 Plaintiffs,

19 v.

20 **UNITED STATES DEPARTMENT OF**
21 **THE INTERIOR; DOUGLAS BURGUM,**
Secretary of the United States Department
22 **of the Interior; SCOTT DAVIS, Acting**
Assistant Secretary for Indian Affairs,
23 **United States Department of the Interior;**
TONY DEARMAN, Director of Indian
24 **Education, United States Department of the**
Interior; AMY DUTSCHKE, Regional
25 **Director, Pacific Region, United States**
Bureau of Indian Affairs, and DOES 1
26 **through 25,**

27 Defendants.
28

Case No.:

**COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF**

INTRODUCTION

1
2 1. This case is about respecting the history of tribal sovereigns, protecting communities
3 from unchecked casino-style gaming, and preventing federal administrative overreach. The
4 Indian Gaming Regulatory Act (“IGRA”), 25 U.S.C. §§ 2701-2721, 18 U.S.C. §§ 1166-1167,
5 carefully limits the acquisition of new land for casino-style tribal gaming. When such gaming *is*
6 proposed in new contexts (away from existing tribal reservations), the statute contains safeguards
7 that typically protect state and local interests, including the interests of local tribes. Here,
8 however, the United States Department of the Interior (“Interior”) sought to circumvent those
9 safeguards, invoking a narrow statutory exception aimed at restoring a tribe’s lost homeland.
10 This invocation of that exception is unsupported by the record, dismissive of state sovereignty,
11 and contrary to federal law.

12 2. Specifically, this case challenges a final decision by Interior to take a parcel of land
13 (the “Shiloh Site”) into trust for gaming on behalf of the Koi Nation of Northern California (the
14 “Koi Nation” or the “Tribe”). Interior’s decision will allow the Koi Nation to build a casino on
15 the Shiloh Site, despite California’s longstanding state interest (reflecting a promise made to the
16 California voters who legalized tribal gaming) in limiting casino-style gaming. Interior’s decision
17 will also require Governor Gavin Newsom to negotiate, on the State’s behalf, for a tribal-state
18 gaming compact with the Koi Nation regulating casino-style gaming. If such negotiations are
19 unsuccessful, the State may forfeit any regulatory control over casino-style gaming on the Shiloh
20 Site.

21 3. Impacts to the Governor and the State are common in the tribal-gaming context, and
22 Congress has enacted statutory safeguards that protect state sovereignty and local communities.
23 When Interior takes land into trust for gaming, it often does so via a “two-part determination.”
24 This process requires the Secretary of the Interior to consult with relevant tribal, state, and local
25 officials, and to determine that gaming on the relevant land “would not be detrimental to the
26 surrounding community.” 25 U.S.C. § 2719(b)(1)(A). But the Secretary is not the sole
27 decisionmaker on the matter: if the relevant state’s Governor does not concur in that
28 determination, the land will remain ineligible for gaming. 25 U.S.C. § 2719(b)(1)(A).

4. The Interior circumvented this process and its safeguards. It did not undertake a two-part determination, or participate in the required intergovernmental consultation, instead the Interior unilaterally took the Shiloh Site into trust under a different provision of federal law—the “restored lands” exception.”

5. As its name implies, the “restored lands” exception is narrowly cabined: it applies only to “the restoration of lands for an Indian tribe that is restored to Federal recognition.” 25 U.S.C. § 2719(b)(1)(B)(iii). The record on which Interior relied in its decision is insufficient to show that the acquisition of the Shiloh Site constitutes a “restoration” of the Koi Nation’s tribal lands. Interior’s decision is therefore contrary to law, and otherwise arbitrary and capricious.

PARTIES

6. Plaintiff the State of California (the “State” or “California”) is a state of the United States. The Attorney General of California is authorized to act in federal court on behalf of the State on matters of public concern to protect the public rights and interests. Cal. Const. art. V, § 13; Cal. Gov’t Code § 12511.

7. Plaintiff Gavin Newsom is the Governor of California and serves as the chief executive of the State.

8. Collectively, the State and Governor Newsom are referred to in this Complaint as “Plaintiffs.”

9. Defendant the United States Department of the Interior (“Interior”) is an executive department of the government of the United States of America and an agency for purposes of the Administrative Procedure Act.

10. Defendant Douglas Burgum is the Secretary of the Interior (“Secretary”). He is sued in his official capacity.

11. Plaintiffs are informed and believe, and on that basis allege, that Defendant Scott Davis is Interior’s Acting Assistant Secretary - Indian Affairs (“Assistant Secretary”). He is sued in his official capacity.

12. Defendant Tony Dearman is Interior’s Director of the Bureau of Indian Education (“Education Director”). He is sued in his official capacity.

13. Defendant Amy Dutschke is the Regional Director of the Pacific Region of the Bureau of Indian Affairs (“Regional Director”). She is sued in her official capacity.

14. Collectively, Interior, the Secretary, the Assistant Secretary, the Education Director, and the Regional Director are referred to in this Complaint as “Defendants.”

15. The true names and capacities, whether individual, governmental, corporate, associate, or otherwise, of defendants Does 1 through 25, inclusive, are unknown to Plaintiffs, who therefore sue said defendants by such fictitious names. Plaintiffs will seek leave of court to amend this Complaint to show the true names and capacities of each such defendants when the same have been ascertained. Plaintiffs are informed and believe, and thereon allege, that each of the fictitiously named defendants was a legal cause of the injuries suffered and alleged herein, or subject to the jurisdiction of the court herein as necessary parties for the relief requested.

JURISDICTION AND VENUE

16. This Court has jurisdiction over this action under 28 U.S.C. § 1331 (action arising under the laws of the United States), 28 U.S.C. § 1346 (United States as defendant), and 5 U.S.C. §§ 701–706 (Administrative Procedure Act). Defendants’ actions are subject to review under the Administrative Procedure Act as final agency action for which no other adequate remedy exists. 5 U.S.C. § 704.

17. The Court may grant injunctive relief and other relief pursuant to 5 U.S.C. §§ 705–706. An actual controversy exists between the parties within the meaning of 28 U.S.C. § 2201(a), and this Court may grant declaratory relief pursuant to 28 U.S.C. §§ 2201–2202.

18. Venue is proper in this Court under 28 U.S.C. § 1391(e)(1)(C) because this action seeks relief against federal agencies and officials acting in their official capacities, and the State of California is a plaintiff and (for purposes of venue) resides within every federal judicial district within its borders. *California v. Azar*, 911 F.3d 558, 570 (9th Cir. 2018).

STANDING

19. Interior’s decision injures the Governor and the State in at least two respects.

20. First, Interior’s decision has deprived the Governor and the State of important procedural rights. By concluding that the Shiloh Site was eligible for gaming under the “restored

lands” exception, Interior was able to take the Shiloh Site into trust for gaming without engaging in a two-part determination. Had Interior instead engaged in a two-part determination, it would have been required to consult with “appropriate State and local officials,” to determine “that a gaming establishment on newly acquired lands . . . would not be detrimental to the surrounding community,” and to obtain the Governor’s concurrence in that determination. 25 U.S.C. § 2719(b)(1)(A). By circumventing the two-part determination process, Interior has deprived the Governor and the State of their rights to engage in consultation, to be protected by the Secretary’s determination that gaming would not be detrimental to surrounding communities within the State’s jurisdiction, and for the Governor to further protect those communities by deciding whether he concurs in the Secretary’s determination.

21. Second, Interior’s decision has imposed a new substantive duty on the Governor and the State. Federal law requires the State to “negotiate with [an] Indian tribe in good faith,” upon that tribe’s request, “to enter into a [tribal-state gaming] compact” regulating casino-style gaming. 25 U.S.C. § 2710(d)(3)(A). In California, this duty to negotiate falls upon the Governor. Cal. Const. art. IV, § 19(f). Because Interior has taken land into trust for gaming on behalf of the Koi Nation, the Governor (on behalf of the State) is now obliged to conduct these negotiations upon request. And if a court later concludes that the State has not negotiated in good faith, the State may be deprived of any regulatory control over—and any ability to limit the scale of—casino-style gaming at the site. *See* 25 U.S.C. § 2710(d)(7)(B).

22. These injuries are heightened by strong public interests at stake for the State and the Governor. For example, California has a longstanding interest in limiting and regulating gaming. *See Hotel Emps. & Rest. Int’l Union v. Davis*, 981 P.2d 990, 996–98 (Cal. 1999). Indeed, the California Constitution long prohibited *all* casino-style gaming. *See* Cal. Const. art. IV, § 19(e). California voters carved out an exception to this prohibition by enacting Proposition 1A in 2000, thereby legalizing tribal gaming. *See id.*, § 19(f).¹ When they did so, however, California voters were promised that tribes’ casino-style gaming would remain carefully limited geographically.

¹ Federal law provides that casino-style tribal gaming is legal only if, as relevant here, it is “located in a State that permits such gaming for any purpose by any person, organization, or entity.” 25 U.S.C. § 2710(d)(1)(B).

1 *See United Auburn Indian Cmty. of Auburn Rancheria v. Newsom*, 472 P.3d 1064, 1090 (Cal.
 2 2020) (Cantil-Sakauye, C.J., dissenting) (collecting statements from materials submitted to
 3 California voters). The State and the Governor therefore have important interests in striving to
 4 ensure that casino-style gaming is carefully regulated, and that any expansion in the geographic
 5 footprint of casino-style gaming occurs in a limited and careful manner that accounts for the
 6 interests of the State and its communities.

7 23. These injuries would be redressed if the court grants the relief prayed in this
 8 Complaint.

9 **LEGAL FRAMEWORK**

10 24. Federal law authorizes the Secretary to take land into trust for tribal governments.
 11 25 U.S.C. § 5108. But federal law imposes special restrictions when the Secretary seeks to take
 12 land into trust for gaming purposes, specifically.

13 25. The IGRA generally prohibits gaming on lands taken into trust after October 17,
 14 1988. 25 U.S.C. § 2719(a).

15 26. There are limited exceptions to this general prohibition. One often-used exception—
 16 which can apply to *any* land-into-trust acquisition, anywhere—applies when the Secretary makes
 17 a “two-part determination.” This means that “the Secretary, after consultation with the Indian
 18 tribe and appropriate State and local officials, including officials of other nearby Indian tribes,
 19 determines” two things to be true. First: “that a gaming establishment on newly acquired lands
 20 would be in the best interest of the Indian tribe and its members.” Second, more relevant here:
 21 that such a gaming establishment “would not be detrimental to the surrounding community.” 25
 22 U.S.C. § 2719(b)(1)(A).

23 27. Importantly, the Secretary does not have sole authority over this two-part
 24 determination: the relevant state’s governor also has a role to play. Specifically, the two-part
 25 determination allows gaming on the land in question “only if the Governor of the State in which
 26 the gaming activity is to be conducted concurs in the Secretary’s determination.” 25 U.S.C.
 27 § 2719(b)(1)(A).
 28

1 and a capacity of over 10,000 people. They also describe additional buildings associated with the
 2 casino, such as a 400-room hotel, a ballroom/meeting space, an event center, and other
 3 infrastructure.

4 33. By a direct line, it is approximately 30 miles from the Shiloh Site to the southern
 5 shores of Clear Lake. In practical terms, it is farther: there are large mountains between Clear
 6 Lake and the Shiloh Site, and the journey between them covers approximately fifty miles over
 7 winding mountain roads.

8 **The Koi Nation and its Clear Lake Homeland**

9 34. The Koi Nation is a federally recognized tribe.³ According to the Koi Nation, “the
 10 Koi Nation’s ancestors had villages and sacred sites along the shores of Clearlake since time
 11 immemorial.” Koi Nation’s Opening Br. at 11, *Koi Nation of Northern California v. City of*
 12 *Clearlake*, No. A169438 (Cal. Ct. App. Apr. 30, 2024). The Koi Nation was formerly known as
 13 the Lower Lake Rancheria; the Tribe changed its name in 2012. The name “Koi” refers to a
 14 village located on an island in Clear Lake.

15 35. The Koi Nation has asserted strong connections to its Clear Lake homeland. The
 16 Tribe has recently engaged in successful litigation against the City of Clearlake, identifying ways
 17 in which “the City’s projects have damaged the Koi Nation.” *Id.* As part of that litigation, the
 18 Koi Nation has identified extensive evidence of its enduring, collective presence in the Clear
 19 Lake region—including evidence of “dense historic Indigenous habitation” (*id.* at 12), the
 20 locations of ancestral villages (*id.* at 52), burial sites and human remains (*id.* at 18, 20, 52, 57),
 21 and the location of the Koi Nation Rancheria itself (*id.* at 20). The Koi Nation links these Clear
 22 Lake sites with “significant historical events,” including “the original indigenous community
 23 structure and the Rancheria era of California history.” *Id.* at 20.

24
 25 ³ “Starting in approximately 1956, the United States improperly ignored and mistakenly
 26 treated as terminated the Koi Nation’s status as a federally recognized tribe.” *Koi Nation of*
 27 *Northern California v. U.S. Dep’t of the Interior*, 361 F. Supp. 3d 14, 21 (D.D.C. 2019). Interior
 28 reaffirmed in 2000 that the Koi Nation is a federally recognized tribe. A federal court has held
 “that the Koi Nation is a tribe ‘restored to Federal recognition’ within the meaning of
 IGRA’s . . . restored lands exception.” *Id.* at 48. Plaintiffs do not contend otherwise.

The Koi Nation's Third Attempt at a Bay Area Casino

36. The proposed casino on the Shiloh Site is not the first time the Koi Nation has pursued a casino in the Bay Area. The Koi Nation has previously pursued two other casino projects in the region.

37. In 2005, the Koi Nation announced plans to open a casino near Oakland International Airport—approximately 120 miles from the City of Clearlake.

38. In 2014, the Koi Nation sought to move forward with a casino in Vallejo—more than 70 miles from the City of Clearlake.

39. The Koi Nation was ultimately unable to build a casino in Oakland or Vallejo.

40. In 2021, the Koi Nation applied to Interior for a “fee-to-trust transfer” of the Shiloh Site—that is, an application for Interior to take the Shiloh Site into trust on behalf of the Koi Nation. The Koi Nation simultaneously submitted a “Request for Restored Land Opinion,” asking Interior to determine that the Shiloh Site would be “Indian lands” eligible for gaming under the “restored lands” exception pursuant to IGRA.

Interior's Decision, and Insufficiency of the Record

41. On January 13, 2025, in the last week of the Biden Administration, Interior granted the Koi Nation's requests. Specifically, Interior issued (1) a Record of Decision, analyzing and approving the proposed project under the National Environmental Policy Act and in other respects, and (2) an accompanying Decision Letter. The Decision Letter, signed by the Education Director, concluded that the “restored lands” exception applied: “the Shiloh Site will be acquired in trust for the Tribe as a restoration of land for a restored tribe.” Decision Letter at 29.

42. The Decision Letter spends just over two pages discussing the Koi Nation's historical connection to the Shiloh Site for purposes of the “restored lands” exception. Decision Letter at 18–20.

43. The Decision Letter states that “perceived gaps or inconsistencies” in the historical record “must, “where possible,” “be . . . resolved in favor of the applicant tribe.” Decision Letter at 19. Without citation to authority, the Decision Letter asserts that “[t]his is consistent with

caselaw, the Indian canons of statutory interpretation, and Congress’s intent.” Decision Letter at 19.

44. The specific facts in the record on which the Decision Letter relies for its “significant historical connection” analysis (i.e., to assess the Koi Nation’s historical connection to the Shiloh Site) can be summarized as follows:

- a. The Koi Nation had “extensive trade routes and trade networks throughout the California coastal region including the area of the Shiloh Site.” Decision Letter at 20. Specifically, the Koi Nation “sourced, manufactured, and traded clamshell beads and magnesite that were geographically specific to the region of the Shiloh Site.” *Id.*
- b. “[M]ultiple census reports indicate the presence of tribal ancestors near the Shiloh Site.” *Id.* In particular, “Captain Tom Johnson, a tribal ancestor, occupied the area of the Shiloh Site with his family and established tribal political headquarters there.” *Id.* According to the Decision Letter, Tom Johnson and his family moved to Sebastopol—apparently from the Clear Lake region—in 1918. *Id.* at 8. Thereafter, according to the Decision Letter, “[b]oth Santa Rosa and Sebastopol served as the Tribe’s political headquarters from the 1920s to the 1940s.” *Id.*
- c. “The Tribe’s history reflects both forced labor and, later, voluntary labor and occupancy in what became Sonoma County.” *Id.* at 20. In support, the Decision Letter points to Captain Johnson: “Captain Johnson’s documented presence along with documented presence of other Tribal ancestors, many of whom acted as farm laborers, and the establishment of orchards establishes a pattern of occupancy and subsistence-like migratory and seasonal labor in and around the Shiloh Site.” *Id.*

1 d. “[T]he Koi Nation has used the area around the Shiloh Site as burial
2 grounds for over a century.” *Id.* By this, the Decision Letter appears
3 to mean that individual members of the Koi Nation were buried in
4 public cemeteries across Lake, Napa, and Sonoma Counties:
5 “Sonoma Coast/Goat Rock in Sonoma County; Shiloh Cemetery in
6 Windsor, Sonoma County; St. Mary's Cemetery, Lakeport, Lake
7 County; Calvary Cemetery, Santa Rosa, Sonoma County; Rural
8 Cemetery, Santa Rosa, Sonoma County; Pioneer Cemetery,
9 Calistoga, Napa County.” *Id.* These public cemeteries were in
10 addition to “the traditional cemetery near Lower Lake.” *Id.*

11 45. The record is insufficient to demonstrate that acquisition of the Shiloh Site
12 represents a “restoration” of the Koi Nation’s lands within the meaning of the statute. The record
13 is also insufficient to demonstrate the “significant historical connection” between the Koi Nation
14 and the Shiloh Site that Interior, through its regulations, has historically understood the statute to
15 require. For instance,

16 a. “[T]rade routes and trade networks throughout the California coastal
17 region” do not represent the kind of enduring tribal presence that
18 would be necessary for acquisition of the Shiloh Site to represent
19 “restoration” of that land to the Tribe. Trade is a transitory activity
20 that necessarily involves other communities; it does not imply an
21 enduring tribal presence comparable to the exercise of tribal
22 sovereignty or control (as necessary to support the view that
23 extending tribal sovereignty and control over the Shiloh Site
24 represents a “restoration”). Indeed, evidence that a tribe engaged in
25 trade throughout an area may amount to nothing more than “evidence
26 that a tribe merely passed through [that] particular area”—which
27 Interior has historically correctly rejected as insufficient to justify the
28 “restored lands” exception. *See* 73 Fed. Reg. 29,366 (May 20, 2008).

- b. The presence of individual tribal ancestors, during the twentieth century, is not the same thing as the collective presence of the Tribe itself. Moreover, it does not establish that the Tribe exercised sovereignty or control over its land—as necessary to support the view that extending tribal sovereignty and control over the Shiloh Site represents a “restoration.” The presence of individual tribe members during the twentieth century cannot be sufficient to justify the “restored lands” exception: otherwise, that “exception” could swallow the rule.
- c. “[S]ubsistence-like migratory and seasonal labor,” like trade, is an inherently transitory activity: it does not imply a tribal presence comparable to the exercise of tribal sovereignty. And to the extent the Decision Letter invokes “occupancy” as something distinct from migratory and seasonal labor (which the Decision Letter itself does not make clear), the Decision Letter appears to mean the twentieth-century presence of individual tribal ancestors like Captain Johnson and his family—which, as just discussed, is insufficient to justify the “restored lands” exception.
- d. Likewise, the presence of individual tribal members in public cemeteries across Lake, Napa, and Sonoma Counties is insufficient to demonstrate that acquisition of the Shiloh Site represents a “restoration” of that site to the Koi Nation. Indeed, it appears that Interior may have determined that any cemetery where a Koi Nation member is buried is a tribal burial ground for purposes of establishing a significant historical connection—even if those individuals died in the twentieth or twenty-first centuries.

46. The lack of evidence in the record for the Koi Nation’s enduring, collective presence on the Shiloh Site stands in contrast to the extensive evidence that the Koi Nation itself has

1 articulated its enduring, collective presence in its Clear Lake homeland. In its litigation against
2 the City of Clearlake, the Koi Nation has put forth evidence of “dense historic Indigenous
3 habitation” in the Clear Lake region, including ancestral villages; a multitude of burial sites and
4 human remains; and the location of the Koi Nation Rancheria itself. *See* Koi Nation’s Opening
5 Br. at 11-12, 18, 20, 52, 57, *Koi Nation of Northern California v. City of Clearlake*, No. A169438
6 (Cal. Ct. App. Apr. 30, 2024). The Koi Nation has asserted that its ancestral homeland lies in the
7 Clear Lake region: “Settlers occupied and established the City [of Clearlake] where the Koi
8 Nation’s ancestors had villages and sacred sites along the shores of Clearlake since time
9 immemorial.” *Id.* at 11. The record before Interior evidenced that the Koi Nation’s relationship
10 to the Shiloh Site is qualitatively different from its relationship to its homeland around Clear
11 Lake.

12 47. It was legal error for Interior to conclude that it should fill evidentiary gaps or
13 resolve factual inconsistencies in the Koi Nation’s favor. *See* Decision Letter at 19. Even if the
14 so-called “Indian canon” (a canon of statutory construction) could somehow bear on the
15 resolution of disputed facts, that canon has no application where “all tribal interests are not
16 aligned.” *Redding Rancheria v. Jewell*, 776 F.3d 706, 713 (9th Cir. 2015). Such is the case here,
17 where other local tribes—including the Federated Indians of Graton Rancheria, the Lytton
18 Rancheria of California, the Dry Creek Rancheria Band of Pomo Indians, and the Cloverdale
19 Rancheria of Pomo Indians—are aligned with the Governor and the State in their opposition to
20 the Koi Nation’s casino project.

21 48. The “restored lands” exception must not be construed so broadly as to “give
22 restored tribes an open-ended license to game on newly acquired lands.” *Redding Rancheria*, 776
23 F.3d at 711. On the contrary: “In administering the restored lands exception, the Secretary needs
24 to ensure that tribes do not take advantage of the exception to expand gaming operations unduly
25 and to the detriment of other tribes’ gaming operations.” *Id.* By applying the “restored lands”
26 exception to the record before it, outside of where the Koi Nation has previously asserted to be its
27 ancestral homeland, Interior has departed from that mandate here.

FIRST CLAIM FOR RELIEF

(Administrative Procedure Act (5 U.S.C. §§ 701-706))

(Against All Defendants)

49. Plaintiffs reallege and incorporate each and every allegation in paragraph 1 through 48 inclusive of their Complaint with the same force and effect as though fully set forth herein.

50. Defendants' invocation of IGRA's "restored lands" exception in the context of the Shiloh Site is contrary to the statute.

51. Defendants' invocation of IGRA's "restored lands" exception in the context of the Shiloh Site is contrary to Interior's own prior understanding of the statute, including Interior's own regulations, and is therefore arbitrary and capricious.

52. Defendants' decision to take the Shiloh Site into trust for gaming under IGRA's "restored lands" exception is not in accordance with law, and is arbitrary, capricious and an abuse of discretion, unsupported by substantial evidence, and exceeds the jurisdiction and authority of Defendants.

53. No adequate remedy other than those sought by this Complaint are afforded by law.

SECOND CLAIM FOR RELIEF

(Declaratory Judgment (28 U.S.C. § 2201(a))

(Against All Defendants)

54. Plaintiffs reallege and incorporate each and every allegation in paragraphs 1 through 53 inclusive of their Complaint with the same force and effect as though fully set forth herein.

55. An actual controversy between Plaintiffs and Defendants exists within the jurisdiction of this Court upon the matters stated herein.

56. Plaintiffs assert that the Shiloh Site is not eligible for gaming under IGRA's "restored lands" exception.

57. Defendants have determined that the Shiloh Site *is* eligible for gaming under IGRA’s “restored lands” exception.

58. The controversy between Plaintiffs and Defendants is ripe and justiciable and Plaintiffs are entitled to declaratory judgment under 28 U.S.C. §§ 2201 and 2202.

59. Accordingly, relief is prayed as hereafter set forth.

PRAYER

Plaintiffs respectfully pray:

1. That the Court enter an order vacating and setting aside Defendants’ decision to take the Shiloh Site into trust for gaming, under IGRA’s “restored lands” exception, as arbitrary, capricious, unsupported by substantial evidence, an abuse of discretion, or otherwise not in accordance with law, or in excess of the statutory jurisdiction and authority of Defendants.

2. That the Court issue injunctive relief and any other orders necessary to reverse the Defendants’ decision to take the Shiloh Site into trust for gaming under IGRA’s “restored lands” exception.

3. That the Court enter a declaratory judgment declaring that the Shiloh Site is not eligible for gaming under IGRA’s “restored lands” exception.

4. For such further other relief as the Court may deem proper, just and appropriate, including but not limited to recovery of Plaintiffs’ costs of suit herein.

Dated: May 2, 2025

Respectfully submitted,

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