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UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

LISA WILSON,

Plaintiff,

v.

UMPQUA INDIAN DEVELOPMENT CORPORATION; SEVEN FEATHERS CASINO AND HOTEL CORPORATION; COW CREEK BAND OF UMPQUA INDIANS TRIBAL COURT; TRIBAL COURT JUDGE RONALD YOKIM, IN HIS OFFICIAL CAPACITY; AND DOES 1-10,

Defendants.

Case No.: 6:17-cv-00123-AA

DEFENDANTS' REPLY RE: MOTION TO DISMISS PURSUANT TO FED. R. CIV. P. 12(b)(1), 12(b)(5), AND 12(b)(6)

A. The Court Lacks Subject Matter Jurisdiction Over Plaintiff's Action.[1]

Plaintiff has asked this Court to revive her Tribal Court tort suit, which the Tribal Court dismissed with prejudice due to her admitted failure to comply with the Tribe's administrative

[1] Respectfully, in filing Defendants' Motion to Dismiss (ECF No. 15) and this Reply and supporting materials, Defendants do not waive their sovereign immunity or consent to the jurisdiction of the Court.

claim presentation requirements; or, at Plaintiff's election, to allow her to pursue her tort claim fresh in federal or state court. However, tribal law vests the Tribal Court with exclusive jurisdiction over her claim. Plaintiff responds that the Tribal Court lacked jurisdiction over her – which cannot be true since Plaintiff voluntarily invoked that court's jurisdiction and urges this Court to force the Tribal Court *to continue* exercising its jurisdiction over her. She also argues the Tribe's Tort Claims Code conflicts with an express and unconditional waiver of sovereign immunity in the Tribe's gaming compact, and that the Tribal Code's enforcement against her "frustrates" her ability to recover against insurance that the Compact requires the Tribe to obtain. Plaintiff insists this purported conflict between tribal law and the Compact allows her to sue in federal court.

Plaintiff cannot invoke the Compact because it allows only the Tribe or State to sue for its interpretation or enforcement. The Compact does not waive sovereign immunity because Plaintiff's purported waiver language does not appear in that document. Nor does the Compact otherwise preclude the Tribe from enforcing its Tort Claims Code against Plaintiff. The Court should dismiss the Complaint for lack of subject matter jurisdiction.

1. The Complaint Does Not Pose A Federal Question.

a. The Tribe's And The Tribal Court's Jurisdiction Is Not At Issue.

Federal courts have jurisdiction to decide if a tribal court has jurisdiction over a non-Indian. *See Nat'l Farmers Union Ins. Co. v. Crow Tribe*, 471 U.S. 845, 852 (1985); *see also Muhammad v. Comanche Nation Casino*, 742 F. Supp. 2d 1268, 1276 (W.D. Okla. 2010) (federal question whether a tribe could "compel a non-Indian to submit to tribal civil-adjudicatory jurisdiction"). But Plaintiff has not alleged this basis for federal court jurisdiction on the face of her complaint, as she must. *See Moore-Thomas v. Alaska Airlines, Inc.*, 553 F.3d

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1241, 1243 (9th Cir. 2009); ECF No. 15 at 4-6. Instead, she questions in the Complaint whether the Tribe's Tort Claims Code was "lawful" and "properly applied" to her. ECF No. 1, §II, ¶ 6, at 3. Specifically, she disputes at length *how* the Tribal Court interpreted and applied the tribal Code to her case and asks this Court to force the Tribal Court to continue exercising its jurisdiction over her. *See* ECF No. 1, Prayer for Relief, ¶ 1, at 22 (asking the Court to "remand" her dismissed Tribal Court case).

In opposition to Defendants' Motion to Dismiss, Plaintiff now argues that "[w]hether the Tribal Court properly denied jurisdiction over her personal injury claim is . . . a federal question." ECF No. 17 at 4. However, the Tribal Court did not dismiss her suit because she is a non-Indian, but because she failed to serve her administrative tort claim on all the parties specified in the Tribe's Tort Claims Code. Plaintiff voluntarily invoked, and thus consented to, the Tribal Court's civil jurisdiction by filing suit in Tribal Court for injuries she allegedly suffered at the tribal casino on tribal land. *See Smith v. Salish Kootenai College*, 434 F.3d 1127, 1128-29 (9th Cir. 2006) (en banc); *see also Muhammad*, 742 F. Supp. 2d at 1276 ("[B]y electing to file a *state-court action rather than proceeding to tribal court as provided by the tort claim procedures applicable under tribal law*, Plaintiff necessarily challenges tribal-court jurisdiction over her claim.") (emphasis added). In addition, Plaintiff continues to urge the Court to overrule *how* the Tribal Court applied tribal law to her case, s*ee* ECF No. 17 at 8-11, and to revive her dismissed Tribal Court suit.

b. Plaintiff Cannot Sue To Interpret Or Enforce The Compact.

Plaintiff ignores that she lacks standing to sue for the Compact's interpretation or enforcement. The Compact provides that the Tribe or Oregon may sue the other in federal court "to interpret or enforce the provisions of the Compact." ECF No. 16-1, Exh. A, Art. XII(E)(1), at

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50 (ECF numbering; p. 45 in original).[2] The Compact also provides that it exists for the Tribe's and the State's exclusive benefit, and only they may enforce it. *Id.*, Art. XIV(E), at 53 (ECF numbering; p. 48 in original). The Compact disclaims third-party beneficiaries who are not specifically named, including Plaintiff. *See id*. Together, these Compact provisions show clearly that only the Tribe or State may sue for interpretation or enforcement of the Compact.

Federal precedents are in accord. *See, e.g., Cosentino v. Pechanga Band of Luiseno Mission Indians*, 637 F. App'x 381, 382 (9th Cir. 2016) (finding analogous provisions "preclude[d] third party suits to enforce the [c]ompact"); *Nasella v. Barona Valley Ranch Resort & Casino*, 586 F. App'x 433, 433 (9th Cir. 2014) (rejecting wrongful death plaintiff's "contention that he has standing to bring claims under a tribal compact"); *see also Dewberry v. Kulongoski*, 406 F. Supp. 2d 1136, 1146 (D. Or. 2005) (Aiken, J.) (noting "no private right of action exists to enforce a gaming compact under [the Indian Gaming Regulatory Act]"). Because Plaintiff is barred from bringing suit for interpretation or enforcement of the Compact, that agreement cannot supply the federal question Plaintiff needs for this Court to exercise jurisdiction over her suit. *See, e.g., Cabazon Band of Mission Indians v. Wilson*, 124 F.3d 1050, 1056 (9th Cir. 1997) (holding "*the Band's* claim to enforce the Compacts arises under federal law. . . .") (emphasis added).

Campo Band of Mission Indians v. Superior Court, 39 Cal. Rptr. 3d 875 (Cal. Ct. App. 2006), does not hold otherwise. *Campo* was a state-court case. *Id*. The *state* court in Campo plainly had no reason, and did not purport, to address whether an alleged conflict between a

[2] This Court may take judicial notice of the Compact. *Cachil Dehe Band of Wintun Indians of the Colusa Indian Community v. California*, 547 F.3d 962, 968 n. 4 (9th Cir. 2008). As a reminder, Plaintiff improperly cites and attaches to her Complaint a draft compact, dated May 2011, that has not been finalized, signed, or approved. *See* ECF No. 16, ¶ 2, at 2; ECF No. 1-6 (unsigned Tribal-State Compact for Regulation of Class III Gaming Between the Cow Creek Band of Umpqua Tribe of Indians and the State of Oregon, May 2011).

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gaming compact and a tribal tort claims ordinance poses a federal question under 28 U.S.C. § 1331.

2. Plaintiff Has Not Pled A Competent Waiver Of Sovereign Immunity.

Plaintiff does not dispute that Defendants share the Tribe's sovereign immunity. *See* ECF No. 17 at 5. Rather, she persists in citing language that does not appear in the Compact in an attempt to prove that the Compact waives the Tribe's, and therefore Defendants', immunity from her suit. However, because she cannot show that the Compact contains an express, unequivocal, and unmistakable waiver, Defendants' immunity to her suit remains intact. *See Santa Clara Pueblo v. Martinez*, 436 U.S. 49, 58 (1978) (waiver "cannot be implied but must be unequivocally expressed") (quotation omitted); *Bodi v. Shingle Springs Band of Miwok Indians*, 832 F.3d 1011, 1016 (9th Cir. 2016) (waiver must be expressed in "clear and unmistakable terms") (quotation omitted). Plaintiff's other arguments relating to the Compact are also meritless.

a. The Compact Does Not Waive The Tribe's Immunity.

Plaintiff insists that "[t]he Tribe waived immunity to claims in State, Federal, and Tribal court, ***without notice restrictions***." ECF No. 17 at 5 (emphasis in original). The Tribe did no such thing. The Compact's Dispute Resolution article, which contains the only express waiver of the Tribe's immunity in the Compact, provides in relevant part:

> Tribal Waiver of Sovereign Immunity. The Tribe hereby waives its immunity to suit in courts of competent jurisdiction *for the limited purpose of enforcing this Compact*. This waiver of sovereign immunity *shall be strictly construed and limited to its specific terms*.

ECF No. 16-1, Exh. A, Art. XII(E)(3)(b), at 51 (ECF numbering; p. 46 in original) (emphasis added). On its face, this waiver does not extend to private party tort claims.

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Plaintiff also insists that "the Compact language is clear and unambiguous in that the [Tribe's insurance] carrier, Tribe and tribal entities are barred from raising sovereign immunity up to the limits of the [Tribe's liability] insurance policy ($2,000,000)." ECF No. 17 at 5. The Compact says no such thing. The relevant clause requires only that the Tribe buy commercial liability insurance with an endorsement "providing that the insurer" – without reference to others – "may not invoke Tribal sovereign immunity up to the limits of the policy in state, federal, or Tribal court, including when the Tribe or an entity of the Tribe is a named defendant." ECF No. 16-1, Exh. A, Art. VIII(G), at 33 (ECF numbering; p. 28 in original). This provision is irrelevant in this case because the Tribe's carrier is not a party.

But it is not surprising that the parties might want to preclude the Tribe's liability insurer from unilaterally asserting tribal sovereign immunity as a coverage defense. That is a far cry from concluding that this provision constitutes an express waiver of tribal immunity from Plaintiff's federal court tort suit. That would constitute an implied waiver, which is prohibited under federal law. *See, e.g.*, *Santa Clara Pueblo*, 436 U.S. at 58; *Bodi*, 832 F.3d at 1016.

By contrast, the insurance provision of the compact in the *Campo* case explicitly bound the tribe as well as the insurer. *Campo*, 39 Cal. Rptr. 3d. at 882 (compact did not "waive [the tribe's] immunity to suit '*except to the extent of the policy limits and insurance coverage [provided for therein]*'") (emphasis in original). "By virtue of this [italicized] language in the Compact," the *Campo* court held, "the Tribe unambiguously waived its immunity from suits based on patron claims for negligent acts to the extent of the insurance coverage it contractually obligated itself to obtain for such claims." *Id*. Nothing like that italicized language appears in the Cow Creek Compact.

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Plaintiff contends that the Compact waivers she has invented deprive the Tribe of power to adopt or enforce "notice restrictions"; namely, the administrative claim presentation requirements of the tribal Tort Claims Code, which Plaintiff has conceded that she failed to follow. *See* ECF No. 17 at 5-6. But since these alleged waivers do not exist, they cannot preclude the Tribe from adopting those requirements or enforcing them against Plaintiff.

b. Plaintiff's Other Compact-Related Arguments Also Fail.

Plaintiff alleges that the Tribal Court erred in enforcing the Tribe's Tort Claims Code against her because it denied her access to the insurance that Article VIII(G) of the Compact requires the Tribe to obtain. *Id*. at 6-7. She further contends the Tribe lacks power to enforce that Code against her because the Compact did not authorize the Tribe to do so. *See id*. at 8.

Besides ignoring her responsibility for her procedural default in Tribal Court, Plaintiff has no legal basis for these arguments. Even if she were correct that the Compact's liability insurance provision benefits casino patrons as well as the State and its employees, *see id.* at 7, she argues for an implied waiver of the Tribe's sovereign immunity, which federal law does not allow. *See Santa Clara Pueblo*, 436 U.S. at 58; *Bodi*, 832 F.3d at 1016. Furthermore, the Tribe's power to enforce its Tort Claims Code against Plaintiff derives not from a negotiated delegation of power from the State, but from the Tribe's own sovereignty. The Tribe possesses authority as a sovereign to prescribe the terms and conditions on its consent (if any) to waive its immunity from suit. *See Am. Indian Agric. Credit Consortium, Inc. v. Standing Rock Sioux Tribe*, 780 F.2d 1374, 1378 (8th Cir. 1985). Oregon Tribes that have legislated tort claims procedures do not waive immunity beyond the specific terms of tribal law. *See, e.g., Estate of Kalama ex rel. Scott v. Jefferson Cty.*, No. 3:12-cv-01766-SU, 2013 WL 3146858, at *5 (D. Or. June 18, 2013). Just as in *Estate of Kalama*, the Tribe here has "expressly authorized a tort claim

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action in Tribal Court *only*, and there are express limitations on damages and claims for relief in that forum." *Id*. (emphasis in original).

In addition, Plaintiff complains that the *Campo* compact and another California compact, both of which she asks the Court to take judicial notice, require signatory tribes to notify casino patrons of their tort claims procedures, while the Cow Creek Compact does not. ECF No. 17 at 8; ECF No. 17-1, Exhs. 1-2. Plaintiff also complains that the Tribe should have notified her that her "supplemental" claim was ineffective when her attorney failed to send it to the Secretary of the Tribe's Board of Directors, *see* ECF No. 17 at 3, despite the Tribe's Tort Claims Code's explicit instruction that he do so. *See* ECF No. 1-3, § 4-40(a), at 4 (ECF numbering; p. 3 in original).[3] However, the Compact does not require the Tribe to adopt such notice procedures. Rather, in the absence of an express, voluntary waiver of the Tribe's immunity in the Compact, the Tribe retains its sovereign power to define any terms and conditions upon its consent to waive its immunity to suit. *See Am. Indian Agric. Credit Consortium, Inc.*, 780 F.2d at 1378.[4]

To reiterate, the purported conflict between the Tribe's Tort Claims Code and the Compact does not exist. Even if Plaintiff could sue on the Compact, that document does not

[3] The Court may take judicial notice of the Tribe's Tort Claims Code. *North County Community Alliance, Inc. v. Salazar*, 573 F.3d 738, 746 n. 1 (9th Cir. 2009).

[4] Plaintiff suggests the "Tribe's Business Board" waived the Tribe's defense of her non-compliance with the Tort Claims Code by "approv[ing] the case for Tribal Court." *See* ECF No. 17 at 3. Her suggestion is baseless. Under the Tribe's Rules of Civil Procedure, service of a Tribal Court summons and complaint upon the Tribe or a Tribal Business Corporation "shall not be effective until an acknowledgment of receipt signed by the [Tribe's] Board of Directors is filed with the [Tribal Court] Clerk granting authority for suit to proceed against the Tribe." ECF No. 16-1, Exh. B, § 3-20(c)(8), at 59 (ECF numbering; p. 3 in original). But the Rules also provide that "[a]cceptance of service upon the Tribe, or a Tribal Business Corporation . . . does not constitute a waiver of any defense, including without limitation, governmental or sovereign immunity." *Id*.

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raise a federal question or waive the Tribe's or Defendants' immunity from Plaintiff's suit. Thus, the Court should dismiss this action for lack of subject matter jurisdiction.

B. Plaintiff Concedes Tribal Service Of Process Procedures Apply To This Case.

Plaintiff denies that she must follow the Tribe's Rules of Civil Procedure in serving her suit on Defendants. ECF No. 17 at 11.[5] However, Plaintiff has begun an attempt to serve the Corporation, and "Seven Feathers Hotel and Casino Corp.," named in error as a Defendant in the Complaint (as "Seven Feathers Casino and Hotel Corp."), under the Tribe's service of process procedures.[6] On March 22, 2017, Lori Noble, the Tribal Court Administrator, as Tribal Court Clerk, received Summonses issued to those entities, together with copies of the Complaint and related materials. *See* Declaration of Lori Noble in Support of Defendant's Motion to Dismiss, Apr. 4, 2017 ("Noble Decl."), ¶¶ 2-3 at 1-2, and at 3-8 (Exhs. A and B).

Under the Tribal Legal Code, "[a]ny non-Tribal Court process attempted on Tribal lands must be effected through the Tribal Court via the Tribal Court Clerk. . . ." ECF No. 16-1, Exh. B, § 3-220(a)(1), at 75 (ECF numbering; p. 19 in original). Specifically:

> Following delivery to the Tribal Court Clerk of non-Tribal Court documents that are requested to be served on non-party person employed by the Tribe and to be served on Tribal land, the Clerk shall log in the documents, receive and receipt the appropriate service fee, which may be waived at the discretion of the Tribal Court, then deliver said documents to the Tribe's process server together with a return of service form. The

[5] Plaintiff alleges that Defendants refused without good cause to waive service of summonses, *see* ECF No. 17 at 11, but has not produced evidence that Plaintiff sent Defendants the requisite written requests to that effect, in compliance with Fed. R. Civ. P. 4(d)(1). In any event, Defendants would have had good cause to refuse, for they brought their Fed. R. Civ. P. 12(b)(5) motion for insufficient service of process on the basis of tribal sovereign immunity from suit *and* process. *See* ECF No. 15 at 15 (citing *Tonasket v. Sargent*, 830 F. Supp. 2d 1078, 1082 (E.D. Wash. 2011) (citations omitted), *aff'd*, 510 F. App'x 648 (9th Cir. 2013); and *United States v. James*, 980 F.2d 1314, 1319 (9th Cir. 1992)).

[6] The Corporation operates Seven Feathers Casino Resort ("Casino"), and the Casino is a division of the Corporation, not a separate corporate entity. ECF No. 16, ¶ 3.

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> Tribal process server shall make personal service upon the appropriate person and prepare and file the original return of service with the Clerk. The Clerk shall send the original return to the appropriate non-Tribal Court and a copy thereof to the person or entity originally requesting such service.

Id., § 3-220(a)(2)(i), at 75 (ECF numbering; p. 19 in original).[7] On March 31, 2017, Ms. Noble returned by mail the Summonses and their enclosures to Plaintiff's counsel for his failure to include the required service fee. Noble Decl., ¶ 4, at 2, and at 9-10 (Exh. C). Once Plaintiff's counsel corrects that deficiency, he may redeliver the documents to Ms. Noble, who will coordinate service on the Corporation with the Tribe's process server, as provided by the Tribe's Rules of Civil Procedure, quoted above. In light of these developments, Plaintiff has conceded that the Tribe's service of process procedures apply to her case.[8]

C. Plaintiff's Complaint Fails To State A Claim.

Plaintiff maintains that she has stated a claim for relief. ECF No. 17 at 12. However, she has ignored Defendant's arguments demonstrating that the opposite is true, specifically:

1. Even if the Court had subject matter jurisdiction, which it does not, and the Defendants were not immune, which they are, this Court is bound by the Tribal Court's interpretation of tribal law. *Sanders v. Robinson*, 864 F.2d 630, 633 (9th Cir. 1988) (citation omitted). ECF No. 15 at 17. As a general rule, "federal courts must recognize and enforce tribal court judgments under principles of comity." *AT & T Corp. v. Coeur d'Alene Tribe*, 295 F.3d

[7] Defendants erroneously cited Tribal Rule of Civil Procedure § 3-20 in their initial Memorandum, which governs service of Tribal Court process, rather than § 3-220 quoted above, which governs service of process from other courts, including this Court.

[8] While the Tribe's Rules of Civil Procedure impose a 120-day deadline for service of a Tribal Court summons and complaint, ECF No. 16-1, Exh. B, § 3-20(c)(9), at 59 (ECF numbering; p. 3 in original), those Rules do not specify a deadline for service of non-Tribal Court process. However, even if the 90-day deadline for service of process under Fed. R. Civ. P. 4(m) were applicable, that time period has not yet expired. Thus, Defendants do not yet know if Plaintiff will successfully serve Defendants under the Tribe's service of process procedures. Defendants expressly reserve this issue.

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899, 903 (9th Cir. 2002) (citation omitted); *see Iowa Mutual Ins. Co. v. LaPlante*, 480 U.S. 9, 19 (1987) ("Unless a federal court determines that the Tribal Court lacked jurisdiction . . . proper deference to the tribal court system precludes relitigation of issues . . . resolved in the Tribal Courts."). Thus, the Court should decline Plaintiff's invitation to overrule the Tribal Court's interpretation of the Tribe's Tort Claims Code to excuse Plaintiff's failure to comply with that Code's claim presentation requirements.

2. Whether framed as an issue of subject matter jurisdiction or stating a claim for relief, Plaintiff cannot sue on the Compact for its interpretation or enforcement, as the Compact vests those rights solely in the State and the Tribe. ECF No. 15 at 17-18.

3. *Santa Clara Pueblo v. Martinez*, 436 U.S. 49, 58 (1978) is fatal to Plaintiff's "due process" claim. ECF No. 15 at 18.

Plaintiff also opposes dismissal for failure to state a claim by asserting, in an argument that the Tribal Court did not address, that "[t]he Tribe's insurance carrier . . . denied [Plaintiff's original administrative tort] claim, which made it ripe for appeal." ECF No. 17 at 12; *see also* ECF No. 1, at § VI(G), ¶ 36, at 17 (alleging insurer denied Plaintiff's claim on the merits, and thereby "waived any technical notice violation" as Defendants' agent). This is a question of tribal law that does not pose a federal question. *Morongo Band of Mission Indians v. Rose*, 893 F.2d 1074, 1077 (noting "the mere fact that a claim is based on a tribal ordinance consequently does not give rise to federal question jurisdiction"). Moreover, Plaintiff cites no provision of the Tribe's Tort Claims Code giving the insurer authority to waive violations of that Code, and no such provision exists. Thus, the insurer's denial of a claim does not excuse Plaintiff's failure to comply with the Tribe's Tort Claims Code.

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In conclusion, Plaintiff's suit should be dismissed for lack of subject matter jurisdiction under Fed. R. Civ. P. 12(b)(1) and 12(b)(5) because Plaintiff has not raised a federal question and each Defendant is immune from suit and process. In the alternative, the Court should dismiss all of Plaintiff's claims with prejudice under Fed. R. Civ. P. 12(b)(6).

CERTIFICATE OF COMPLIANCE

This memorandum complies with the applicable word-count limitation under LR 7-2(b) because it contains 3,655 words, including headings, footnotes, and quotations, but excluding the caption, signature block, and certificate of counsel.

Respectfully submitted April 6, 2017.

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