

1 Christopher T. Casamassima (SBN 211280)  
 2 chris.casamassima@wilmerhale.com  
 3 Rebecca Girolamo (SBN 293422)  
 4 becky.girolamo@wilmerhale.com  
 5 WILMER CUTLER PICKERING  
 6 HALE AND DORR LLP  
 7 350 South Grand Avenue, Suite 2100  
 8 Los Angeles, CA 90071  
 9 Telephone: (213)443-5374  
 10 Facsimile: (213)443-5400

11 *Attorneys for Defendants*  
 12 Quechan Tribe of the Fort Yuma Indian  
 13 Reservation, Keeny Escalanti, Sr., and  
 14 Mark William White II

15 **IN THE UNITED STATES DISTRICT COURT**  
 16 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

17 WILLIAMS & COCHRANE, LLP, et al.,  
 18 Plaintiffs,  
 19 v.  
 20 QUECHAN TRIBE OF THE FORT  
 21 YUMA INDIAN RESERVATION, a  
 22 federally-recognized Indian tribe, et al.,  
 23 Defendants.

Case No.: 17-cv-01436-GPC-MDD

**THE QUECHAN TRIBE’S  
 ANSWER TO PLAINTIFFS’  
 FIRST AMENDED  
 COMPLAINT AND  
 COUNTERCLAIMS**

**JURY TRIAL DEMAND**

Judge: Hon. Gonzalo P. Curiel

1 Defendant Quechan Tribe of the Fort Yuma Indian Reservation (the “Tribe”)  
2 hereby submits this Answer to the First Amended Complaint and Counterclaims.

3 **COUNTERCLAIMS**

4 **INTRODUCTION**

5 1. Williams & Cochrane, LLP (“W&C”) and the Tribe entered into an  
6 Attorney-Client Fee Agreement (“Fee Agreement”) under which W&C agreed to  
7 represent the Tribe in negotiating a new gaming compact with the State of  
8 California. *See Ex. A.* The Fee Agreement provided for the Tribe to pay W&C a  
9 flat fee of \$50,000/month. It also provided for a contingency fee or an alternative  
10 “reasonable fee” under certain circumstances. As with all contracts, W&C had a  
11 duty to perform the contract fairly and in good faith. And as with all relationships  
12 between a law firm and its client, W&C owed the Tribe a fiduciary duty. W&C  
13 breached its duties to the Tribe.

14 2. From the first time it met the Tribe, W&C misrepresented what it  
15 would be able to achieve. It initially promised a near certain multi-million-dollar  
16 recovery from the State of California based on a prior matter in which it  
17 represented the Pauma Band of Luiseno Mission Indians & Yuima Reservation in  
18 litigation against the State. But that—as the court there expressly held, and as  
19 W&C knew or should have known—was a “unique case” that did not provide the  
20 Tribe with a basis for anything resembling a *Pauma*-like recovery.

21 3. W&C’s *Pauma*-based sales pitch worked on the Tribe, however, and  
22 from that first bait-and-switch through the life of its representation of the Tribe,  
23 W&C continued to misrepresent the status of negotiations with the State and  
24 exaggerate its purported success. For example, the State provided to W&C a draft  
25 compact in December 2016. Immediately after receiving the State’s initial  
26 discussion draft, W&C represented to the Tribe that W&C had already achieved a  
27 great victory for the Tribe and claimed credit for convincing the State to offer the  
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1 Tribe unprecedented terms. That representation was untrue. These were merely  
2 standard terms that the State was prepared to offer tribes renegotiating their  
3 gaming compacts with the State at that time as a starting point. W&C had not  
4 achieved anything. And ultimately, of course, the Tribe’s new compact would  
5 have to be tailored to address the Tribe’s particular situation. The biggest  
6 Quechan-specific issue that was looming over the negotiations was the  
7 approximately \$4 million that the Tribe owed to the State under the gaming  
8 compact amendment it had signed in 2006 (“2006 Amendment”)<sup>1</sup>—which W&C  
9 specifically instructed the State *not* to address throughout the negotiations, even  
10 though the California Gambling Control Commission (“CGCC”) was demanding  
11 payment from the Tribe.

12 4. W&C then failed to do much of anything for the Tribe for months,  
13 even though it continued to charge the Tribe \$50,000/month. W&C could have  
14 and should have been diligently pursuing negotiations with the State for a new  
15 gaming compact and to resolve the underpayment, but it did not. Instead, W&C  
16 used pending tribal elections as an excuse to do little to no work, knowing that it  
17 would continue to “earn” \$50,000/month. For example, W&C largely just sat on  
18 the initial discussion draft compact provided by the State in December 2016 and  
19 sent back only very minor edits—more than *four months* later, in April 2017.  
20 Then, another month went by after that with only one more exchange of drafts with  
21 the State. None of these drafts addressed the underpayment issue.

22 5. This, of course, could not go on for forever. The Tribe was not  
23 satisfied with W&C’s performance and began contemplating whether to replace  
24 W&C. Under pressure from the Tribal Council to do the work it was hired to do,  
25 in or about May 2017, W&C began more actively engaging with the State, and  
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27 <sup>1</sup> The Tribe signed this amendment to the 1999 compact in late 2006, which was  
28 then published in the Federal Register in January 2007.

1 ultimately sent the State redlined drafts of the compacts until June 21. These  
2 drafts, like all the others before them, did not address the underpayment issue and  
3 did not address all the issues that were required to finalize an agreement with the  
4 State. The last draft sent by W&C to the State on June 21, 2017 was not finalized,  
5 and the State was not prepared to sign it without resolving the open and significant  
6 remaining issues. W&C, however, falsely represented to the Tribe that it would  
7 have a final signed compact by the end of June. W&C did so to convince the Tribe  
8 it was working diligently and effectively on its behalf.

9         6. By this time, however, the Quechan Tribal Councilmembers had had  
10 enough of the delay and lack of progress from W&C. They had already begun to  
11 contemplate replacing W&C in the Spring of 2017 and had reached out to a firm in  
12 an initial effort to find a replacement for W&C. Then, in mid-June 2017, while at  
13 a meeting of Arizona tribes, a representative of the Tonto Apache tribe introduced  
14 President Escalanti and Councilman White to Rob Rosette, who was representing  
15 the Tonto Apache tribe in Arizona. After talking about Arizona-related gaming  
16 issues, President Escalanti inquired into Mr. Rosette's experience in negotiating  
17 compacts with the State of California and later asked how much he would charge  
18 for such work.

19         7. Mr. Rosette was then invited to meet with the Tribal Council. At the  
20 meeting with the Tribal Council, Mr. Rosette offered to represent the Tribe in its  
21 negotiations with California and Arizona at an hourly fee but agreed to cap the  
22 monthly fees for both negotiations at a significantly more affordable rate than  
23 W&C's monthly fixed fee. The Tribal Council decided to replace W&C with Mr.  
24 Rosette's law firm ("Rosette"). The Tribal Council's decision was based on its  
25 judgment that Mr. Rosette and his law firm could complete the negotiations with  
26 the State quickly and effectively, at a fraction of the price. Contrary to W&C's  
27 baseless assertions in this lawsuit, there were no discussions or offers of setting up  
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1 a payday lending business, or any other side venture, between Rosette and any  
2 members of the Tribal Council.

3 8. Accordingly, on June 26, 2017, the Tribe terminated W&C pursuant  
4 to the Fee Agreement. *See* Ex. D. The Tribe also instructed W&C to “return our  
5 entire case file . . . .” *Id.* Four days later, on June 30, W&C still had not returned  
6 the Tribe’s case file and continued to communicate with the State, purportedly on  
7 the Tribe’s behalf. *See* Ex. B. W&C would not even transmit to the Tribe, or  
8 Rosette, the most recent draft of the compact it had exchanged with the State.  
9 Accordingly, the Tribe sent W&C a cease and desist letter and again demanded its  
10 case file, “including, but not limited to, the most recent redlined changes to the  
11 draft State-Tribal Compact, including any comments incorporated therein.” *Id.*

12 9. Thus, while W&C was representing that the Tribe would have a final  
13 signed compact at the end of June, at the time W&C was terminated on June 26,  
14 the Tribe had not even seen the latest draft. And, critically, the State was not  
15 prepared to sign it. There were numerous outstanding issues that were going to  
16 take time to resolve, including the location of the land eligible for gaming, an  
17 agreed-upon payment mechanism, agreement on final language, and the  
18 underpayment issue. As a result, having access to the entire case file from W&C  
19 was vital to the Tribe and Rosette to assess the true status of negotiations and the  
20 likelihood of resolution. Of most significance, was the extent to which W&C had  
21 made any progress at all, or even meaningfully engaged with the State, on the  
22 Tribe’s approximately \$4 million underpayment issue.

23 10. The Tribe and Rosette—after additional work that should have been  
24 unnecessary had W&C given the Tribe the case file as it was required to—  
25 ultimately realized that W&C had deliberately left the underpayment issue  
26 unresolved. W&C’s intended to, instead: negotiate the gaming compact without  
27 resolving the underpayment issue; stretch out its representation to increase the  
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1 number of monthly fixed fee payments; and try to obtain a contingency fee under  
2 Section 5 of the Fee Agreement based on the amount of past underpayments that  
3 the Tribe was able to avoid, if any. W&C's primary intent was to maximize its  
4 fees—regardless of the amount of work it performed or results it obtained—rather  
5 than to effectively represent the Tribe.

6 11. This deliberate strategy was designed to prolong the life of W&C's  
7 retention and maximize monthly fees, while preserving the potential for a  
8 contingency fee. While this strategy was in the best interest of W&C, it was not in  
9 the best interest of the Tribe; nor was it consistent with the implied covenant of  
10 good faith and fair dealing, or the fiduciary duties W&C owed to the Tribe.

11 12. While W&C eventually turned over to the Tribe the last draft of the  
12 compact it sent to the State during negotiations, it still has never turned over  
13 anything else from the Tribe's case file despite repeated requests to do so.  
14 Consequently, it took Rosette longer to understand the posture of negotiations than  
15 it should have, and resulted in increased time, costs, and fees. After engaging this  
16 additional work—which was necessary only because W&C refused to provide the  
17 Tribe with the information that the Tribe had paid for—Rosette finally was able to  
18 appreciate the full picture: The State was not prepared to enter into a new compact  
19 with the Tribe without resolving the underpayment issue. And because the last  
20 draft of the compact W&C worked on in late June did not address that issue, the  
21 State was not prepared to sign the June 21, 2017 draft gaming compact sent to it by  
22 W&C. Ultimately, Rosette was able to complete the compact negotiations with the  
23 State relatively quickly, including resolution of the underpayment issue. Rosette  
24 was able to resolve all the remaining issues with the compact and solve the  
25 underpayment issue in a fraction of the time it took W&C to make the minimal  
26 progress that it did over the eight months that it claimed to be working for the  
27 Tribe.



1 **NATURE OF THE ACTION**

2 **The Tribe’s History and Compacts**

3 20. The Tribe is a sovereign nation located along both sides of the lower  
4 Colorado River near Yuma, Arizona. Its operations and the majority of the  
5 reservation land is located in California.

6 21. The Tribe’s Constitution provides for a Tribal Council to act as the  
7 Tribe’s governing body and represent the Tribe in “all affairs.” Among the  
8 constitutionally-enumerated powers, the Tribal Council is responsible for (1)  
9 negotiating with Federal, State and local governments on behalf of the Tribe and  
10 (2) employing legal counsel on behalf of the Tribe.

11 22. The Tribe has accordingly negotiated gaming compacts and related  
12 amendments with the State of California on several occasions, including in 1998,  
13 2006, and 2017.

14 23. In the summer of 2016, the Tribal Council sought representation to re-  
15 negotiate its existing obligations to the State under the compact amendment it had  
16 signed in 2006, with the intention of reducing its payment obligations to the State.

17 **Williams & Cochrane’s Representation of the Tribe**

18 24. The then-Tribal Council contacted W&C in the latter part of 2016  
19 seeking to hire W&C to represent the Tribe in its upcoming gaming compact  
20 negotiations with the State of California. Although not represented by independent  
21 counsel, the then-Tribal Council entered into negotiations with W&C.

22 25. In late September 2016, the parties executed W&C’s Fee Agreement  
23 and W&C was thus hired to represent the Tribe in gaming compact negotiations  
24 with the State, and potential related litigation, including the resolution of  
25 underpayments by the Tribe to the State under the 2006 Amendment then in place.

26 26. Among other things, the Fee Agreement provides that the Tribe would  
27 pay W&C \$50,000/month for its “services,” which are defined in Section 2 of the  
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1 Fee Agreement. Section 5 of the Fee Agreement outlines the basis for a  
2 contingency fee that W&C could earn in certain circumstances. And Section 11  
3 states that the Tribe may “discharge Firm at any time,” and lists various factors that  
4 may entitle W&C to an additional so-called “reasonable fee” in the event that the  
5 Tribe terminated it before it was entitled to a contingency fee. Section 12 of the  
6 Fee Agreement provides that the Tribe “may have access to [its] case file upon  
7 request at any reasonable time. At the end of the engagement, [the Tribe] may  
8 request the return of [its] case file.”

9 27. After an exchange of letters between the State and W&C in October  
10 2016, the initial meeting to begin negotiations of the compact took place on  
11 November 9, 2016. Joginder Dhillon and Deputy Attorney General Jennifer  
12 Henderson attended the November 9, 2016 meeting on behalf of the State. Then-  
13 President Michael Jackson, Sr., then-Vice President Michael Jack, other members  
14 of the then-Tribal Council, Ms. Williams and Mr. Cochrane attended the meeting  
15 on behalf of the Tribe.

16 28. On December 6, 2016, the State provided to W&C an initial  
17 discussion draft of a gaming compact for the Tribe. This draft contained terms  
18 similar to those contained in compacts that the State has entered into with other  
19 tribes. It did not address the underpayment issue.

20 29. On December 14 and December 28, 2017, before providing any  
21 comments back to the State on the draft, Ms. Williams sent to then-President  
22 Jackson the draft compact proposal from the State along with memoranda  
23 summarizing provisions of the draft compact. W&C claimed that the “draft  
24 compact is as good as it can get from a financial perspective,” and stated that aside  
25 from the revenue-sharing provisions, the “vast majority of the draft compact was  
26 boilerplate.”

1           30. On January 3, 2017, the State sent to the Tribe a letter supplementing  
2 its prior correspondence regarding the draft compact, which identified: the Tribe's  
3 recent payments to the State; the State's proposal contained in the December 6,  
4 2016 draft compact; and terms from recently approved compacts from other similar  
5 tribes.

6           31. On January 11, 2017, Ms. Williams sent to the State a letter  
7 requesting that, among other things, the State and the CGCC "refrain" from  
8 enforcing the Tribe's payment obligations under the 2006 Amendment (i.e. the  
9 afore-mentioned underpayments). On January 18, Mr. Dhillon responded on  
10 behalf of the State that neither the CGCC nor the Office of the Governor had the  
11 "legal authority to excuse" the Tribe's payment obligations.

12           32. Ms. Williams sent another letter to the State requesting an in-person  
13 meeting on January 20, 2017. On January 23, 2017, Ms. Williams emailed the  
14 Tribe that Mr. Dhillon agreed that the State would participate. And on January 31,  
15 2017, the State's representatives met with Ms. Williams and Mr. Cochrane for  
16 further gaming compact negotiations. W&C had not provided a revised draft to the  
17 State in response to the State's December 6, 2016 initial discussion draft as of that  
18 date.

19           33. The then-Tribal Council and W&C held a conference call on February  
20 3, 2017 to discuss the January 31 meeting with the State. In an email dated  
21 February 3, 2017, Ms. Williams claimed that W&C had the "legal" and "textual  
22 authority" to support the Tribe making reduced payments to the State under the  
23 1999 compact terms. This was misleading. As noted above, less than a month  
24 earlier, Mr. Dhillon had informed Ms. Williams that neither he nor the CGCC had  
25 the "legal authority" to excuse such payments, and Mr. Dhillon had not changed  
26 his position. Ms. Williams also wrote that the State agreed to increase the Tribe's  
27 machine cap by 100 machines, but that "[o]ther issues" would "take some time to  
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1 iron out” and that W&C would “work hard” to “redline” the draft compact. W&C  
2 had not sent even one redline to the State at that time.

3 34. In early March 2017, Mr. Jackson resigned as President and Mr.  
4 Keeny Escalanti was seated as the Tribe’s new President. Several other then-  
5 Councilmembers were also replaced with newly-elected Councilmembers as a  
6 result of the Tribal Council elections held at the close of 2016. About a month  
7 later, Ms. Williams sent a letter to the newly-seated Tribal Council claiming  
8 vaguely that W&C had done its “best to buy time” to keep the December 6, 2016  
9 draft compact offer “on the table.” It is not clear what work, if any, W&C  
10 performed during this time or how it “b[ought] time” for the Tribe. Rather, the  
11 Tribe is informed and believes W&C did very little or nothing, and that this was  
12 essentially untrue. W&C made this representation to induce the Tribe into  
13 maintaining its relationship with W&C. Significantly, W&C also reported that  
14 negotiations with the State would continue and that the CGCC continued to seek  
15 payments due by the Tribe to the State under the 2006 Amendment.

16 35. Indeed, by April 2017, W&C had still not provided the State with  
17 revisions to the compact. Finally, on April 13, 2017—more than *four months* after  
18 receiving the initial draft compact from the State—Ms. Williams e-mailed Mr.  
19 Dhillon a revised draft compact. W&C’s April 13, 2017 draft was, however,  
20 nearly identical to the State's December 6, 2016 initial draft.

21 36. In May 2017, the State and W&C exchanged compact drafts again.

22 37. On June 9, 2017, Kevin Cochrane at W&C emailed the CEO of the  
23 Tribe’s casinos, Charles Montague, in response to a request for an explanation as  
24 to whether the Tribal Council was in a position to sign the new compact on June  
25 16, 2017. Mr. Cochrane explained that the compact would be ready to sign as of  
26 that date or within the following week. This was not true. The State was not ready  
27 to sign any draft of the compact in existence at that time. That same day, Ms.  
28

1 Williams separately emailed Mr. Montague in response to his request for an  
2 explanation of the “contingency fee” in the Fee Agreement.

3 38. W&C and the State met in person on June 14, 2017. At that time, the  
4 parties continued to discuss the number of slot machines and gaming facilities that  
5 would be permitted under the compact. Following its meeting with the State,  
6 W&C sent the State a revised compact draft on June 21, 2017 (which W&C had  
7 not provided to the Tribe). But this draft was still not final and the State was *not*  
8 prepared to sign it. Significantly, the June 21 draft did not address the  
9 underpayment issue—at this point in time, the State was claiming a \$4.2 million  
10 underpayment. And there was a litany of other unresolved issues, including the  
11 identification of the land that would be eligible for gaming pursuant to the  
12 compact, an agreed-upon payment mechanism, and an agreement on final  
13 language.

#### 14 **Concerns About W&C**

15 39. In late Spring 2017, around the time that W&C provided its first  
16 nearly identical draft compact to the state, the newly-seated Tribal Council  
17 reviewed the status of its compact negotiations—and W&C’s work. Based on that  
18 review it ultimately became clear to the Tribal Council that W&C was not  
19 diligently pursuing negotiations. And, in fact, it appeared W&C was having  
20 difficulties in the negotiations. W&C even recommended retaining a lobbyist in  
21 Sacramento, for an additional fee, to assist getting the compact approved.  
22 Importantly, the underpayment issue continued to be unresolved; the drafts  
23 exchanged to that point did not deal with it at all. Even so, W&C continued to  
24 charge the Tribe \$50,000/month.

25 40. Based on the concerns described above, the Tribal Council started to  
26 explore the possibility of hiring new counsel to replace W&C pursuant to its  
27

1 constitutional authority, and had reached out to a firm in an initial effort to find a  
2 replacement for W&C.

3 41. Later, in June 2017, President Escalanti and Councilman White  
4 attended an Arizona Tribal Leaders' meeting. While at the meetings, Calvin  
5 Johnson of the Tonto Apache tribe contacted them about gaming issues affecting  
6 rural Arizona Tribes, and suggested that they meet with Tonto Apache's  
7 attorney—Rob Rosette.

8 42. The next morning, President Escalanti and Councilman White met  
9 with Rob Rosette to discuss gaming issues in Arizona. After discussing those  
10 issues, President Escalanti asked Rob Rosette about his experience with compact  
11 negotiations in California, and ultimately, his availability and interest in working  
12 for the Tribe. President Escalanti and Councilman White later relayed to the Tribal  
13 Council what happened at the meeting with Rob Rosette.

14 43. Because the Tribal Council was dissatisfied with W&C's  
15 unreasonable fees, slow progress, and overall performance, it invited Rob Rosette  
16 to present to the Council about the possibility of Rosette LLP representing the  
17 Tribe in both Arizona and California compact negotiations. Following this  
18 presentation, the Tribal Council voted 6-0 to hire Rosette LLP. The resolution (R-  
19 117-17) dated June 26, 2017 and approving the hiring of Rob Rosette is attached  
20 hereto as Exhibit C.

### 21 **W&C's Termination**

22 44. On June 26, 2017, with the Tribal Council's approval, President  
23 Escalanti sent W&C a letter terminating the firm's engagement. Ex. D. In  
24 accordance with Section 12 of the Fee Agreement, President Escalanti asked that  
25 W&C transmit the Tribe's entire case file to its new counsel and advised W&C  
26 that Rosette LLP ("Rosette") would be representing the Tribe going forward.

1           45. At that time, the Tribe had paid to W&C \$400,000 in monthly fees in  
2 exchange for a limited number of draft compacts containing essentially boilerplate  
3 provisions that any similarly-situated tribe might have received following the  
4 *Rincon* litigation. *See, e.g., Rincon Band of Luiseno Mission Indians of Rincon*  
5 *Reservation v. Schwarzenegger*, 602 F.3d 1019 (9th Cir. 2010).

6           46. W&C had not sent the Tribe the most recent draft compact at that  
7 time. Over the next few days, the Tribal Council learned that W&C refused to give  
8 that draft to Rosette. And W&C refused to give the Tribe or Rosette the Tribe's  
9 full case file—*as W&C is required by law to do* under the plain language of the  
10 Fee Agreement (*see* § 12) and California Rule of Professional Conduct 3-  
11 700(D)(1). (“A member whose employment has terminated shall . . . promptly  
12 release to the client, at the request of the client, all the client papers and  
13 property.”). Accordingly, on June 30, 2017, with the Tribal Council's approval,  
14 President Escalanti sent a letter demanding that W&C provide the Tribe with its  
15 case file and the most recent draft compact. *See* Ex. B. The letter further  
16 demanded that W&C cease and desist from communicating to anyone that they  
17 still represented the Tribe. *Id.*

18           47. W&C eventually sent Rosette the most recent draft of the gaming  
19 compact dated June 21, 2017 but refused (and continues to refuse) to send the  
20 Tribe or Rosette the Tribe's case file or any time records, despite specific requests  
21 to do so.

### 22           **Rosette Concludes Negotiations with the State**

23           48. Although neither the Tribe nor Rosette had access to the Tribe's full  
24 case file, Rosette proceeded to conduct negotiations on behalf of the Tribe with the  
25 State starting on June 29, 2017.

26           49. Less than a month later, Rosette submitted to the State the first of  
27 several draft compacts on behalf of the Tribe. And, on August 4, 2017, Mr.  
28

1 Rosette, Ms. Cecilia Guevara Zamora (Rosette), President Escalanti, and  
2 Councilmen White and Joaquin met with the State (Mr. Dhillon, Sara Drake,  
3 Michelle Laird) to discuss the terms of the compact. Over the ensuing weeks, the  
4 parties discussed, among other things, the eligible gaming land and related map,  
5 the Revenue Sharing Trust Fund payment, the establishment of credits for non-  
6 gaming related capital investments, the establishment of programs to assist certain  
7 tribe members and to protect wildlife and habitat—and importantly, the Tribe’s  
8 then-outstanding \$4.2 million underpayment owed to the State under the 2006  
9 Amendment.

10 50. The parties resolved the underpayment issue in late August 2017,  
11 agreeing that, to satisfy the purported debt, the Tribe would pay the state just under  
12 half of the amount owed—about \$2 million—over a period of six years.

13 51. The parties exchanged further drafts during the latter half of August  
14 2017, during which the State confirmed that President Escalanti had authority to  
15 execute a compact on behalf of the Tribe.

16 52. In late August 2017, Rosette successfully concluded those  
17 negotiations, obtaining significant benefits for the Tribe beyond what W&C had  
18 been able to achieve as discussed above—for example, the State agreed to establish  
19 credits for certain of the Tribe’s non-gaming related capital investments, and to  
20 establish programs to assist certain tribe members and to protect wildlife and  
21 habitat. President Escalanti signed the compact on August 29, 2017 on behalf of  
22 the Tribe. And Governor Brown signed on behalf of the State on August 31, 2017.

### 23 **W&C’s Lawsuit Against the Tribe**

24 53. W&C’s response to its termination was a federal lawsuit less than a  
25 month later. ECF No. 1. W&C alleged not only that the Tribe had breached the  
26 Fee Agreement by refusing to pay W&C’s unconscionable contingency fee, but it  
27 also brought fraud claims against the Tribe, fraud and intentional interference  
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1 claims against President Escalanti and Councilman White (together with the Tribe,  
2 the “Quechan Defendants”). W&C also asserted claims against Mr. Rosette, his  
3 law firm, and one of its of counsel attorneys.

4 54. The Tribe filed motions to dismiss the complaint based on lack of  
5 subject matter jurisdiction and failure to state a claim. Rather than defend many of  
6 its claims, W&C amended its complaint. As it concerns the Tribe, the First  
7 Amended Complaint (“FAC”) alleged largely the same overly broad breach of  
8 contract, breach of the implied covenant of good faith and fair dealing, and  
9 promissory estoppel claims. W&C abandoned its tort claims but asserted a  
10 baseless RICO claim against President Escalanti and Councilman White.

11 55. The Tribe again moved to dismiss the FAC on the same bases. *See*  
12 ECF No. 50. Following the parties’ briefing, the Court dismissed the bulk of the  
13 claims against the defendants without prejudice, leaving the good faith and fair  
14 dealing claim against the Tribe (and a Lanham Act claim against Rosette LLP).  
15 ECF No. 89. The Court dismissed the breach of contract claim related to the  
16 unconscionable contingency fee with prejudice. *Id.*

### 17 **COUNT I: BREACH OF FIDUCIARY DUTY**

18 56. The Tribe incorporates by reference the allegations contained in  
19 paragraphs 1-55.

20 57. The Tribe hired W&C to represent it in the Tribe’s gaming compact  
21 negotiations with the State of California. *See Neel v. Magana, Olney, Levy,*  
22 *Cathcart & Gelfand*, 6 Cal. 3d 176, 189 (1971) (“The relation between attorney  
23 and client is a fiduciary relation of the very highest character.”).

24 58. W&C knowingly acted against the Tribe’s interests while representing  
25 the Tribe in gaming compact negotiations with the State, including by failing to  
26 perform under the Fee Agreement in exchange for the \$50,000/month flat fee that  
27 it collected, and by dragging out negotiations to extend its representation and  
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1 collect additional monthly fixed fee payments from the Tribe. *See Charnay v.*  
2 *Cobert*, 145 Cal. App. 4th 170 (2006) (breach of fiduciary duty successfully plead  
3 where defendant improperly billed plaintiff for services not performed and  
4 otherwise inflated billing rates).

5 59. W&C's actions, as described above, violated its fiduciary duties to the  
6 Tribe. These actions were designed to prolong the life of W&C's retention and  
7 maximize monthly fees, while preserving the potential for a contingency fee—not  
8 to provide the Tribe with diligent and effective legal services.

9 60. In addition, W&C made knowingly false representations to the Tribe  
10 that were designed to make the Tribe believe that W&C was effectively and  
11 diligently performing its duties when in reality it was not.

12 61. For example, in April 2017, W&C misrepresented its efforts and the  
13 State's position in communications to the newly-seated Tribal Council in an effort  
14 to convince it to maintain W&C's retention. *See, e.g.*, ¶ 34. In June 2017, W&C  
15 also told the Tribe that the Tribe would have a final signed compact by the end of  
16 June. That was untrue. W&C's intent was to satisfy the Tribe (under false  
17 pretenses) so that the Tribe would not replace it. And W&C's motivation was to  
18 continue to receive \$50,000/month in fees, and eventually, an additional  
19 contingency fee.

20 62. W&C's conduct, as described above, was a substantial factor in  
21 causing the Tribe to expend \$50,000/month for eight months without receiving  
22 service from W&C consistent with its fiduciary obligations.

23 63. The Tribe has accordingly been damaged in an amount to be proven at  
24 trial.

**COUNT II: BREACH OF THE IMPLIED COVENANT OF  
GOOD FAITH AND FAIR DEALING**

1  
2 64. The Tribe incorporates by reference the allegations contained in  
3 paragraphs 1-63.

4 65. Pursuant to the Fee Agreement, the Tribe hired W&C to represent it in  
5 the Tribe's gaming compact negotiations with the State of California.

6 66. Every contract under California law contains an implied covenant of  
7 good faith and fair dealing that requires the contracting parties to refrain from  
8 doing anything to injure the right of the other to receive the benefits of the  
9 agreement. *Comunale v. Traders & Gen. Ins. Co.*, 50 Cal.2d 654, 658 (1958).

10 67. W&C breached the implied covenant of good faith and fair dealing  
11 by—for months—failing to perform under the Fee Agreement in exchange for the  
12 \$50,000/month flat fee that it collected and by dragging out negotiations in an  
13 effort to collect monthly fixed fee payments from the Tribe. As a result, W&C  
14 deprived the Tribe from receiving the benefits of the Fee Agreement—*i.e.* the  
15 efficient and competent representation of the Tribe in gaming compact negotiations  
16 with the State.

17 68. W&C's breach of the implied covenant of good faith and fair dealing  
18 was a conscious and deliberate act, and in bad faith.

19 69. As a direct and proximate result of W&C's breach, the Tribe  
20 expended \$50,000/month for eight months without receiving equivalent services  
21 from W&C. This includes, but is by no means limited to, the fact that during this  
22 entire time, W&C never tried resolving the underpayment issue. It remained  
23 outstanding when the Tribe terminated W&C and would have required additional  
24 negotiations, or even litigation. W&C deliberately structured negotiations to  
25 elongate the timeframe of its representation. Had the Tribe not terminated W&C,  
26 W&C would have continued to charge the Tribe its monthly fixed fee for an  
27 indefinite amount of time.





1 84. Pursuant to the Fee Agreement, the Tribe hired W&C to represent it in  
2 the Tribe's gaming compact negotiations with the State of California.

3 85. Section 12 of the Fee Agreement states that "Client may have access  
4 to Client's case file upon request at any reasonable time. At the end of the  
5 engagement, Client may request the return of Client's case file."

6 86. On June 26, 2017, President Escalanti sent a letter terminating W&C's  
7 representation of the Tribe and requesting that W&C return to the Tribe and  
8 forward to the Tribe's new counsel the Tribe's "entire case file." *See* Ex. D.  
9 W&C failed to do so. On June 30, 2017, President Escalanti again sent a letter  
10 requesting the Tribe's case file and demanding that W&C cease and desist from  
11 claiming that it represented the Tribe. *See* Ex. B.

12 87. On July 3, 2017, W&C sent to the Tribe only a June 21, 2017 draft  
13 compact. W&C again failed to send the case file—as it was obligated to do under  
14 the Fee Agreement.

15 88. On January 20, 2018, the Tribe's counsel (WilmerHale) in this action  
16 requested that W&C confirm that it had sent the Tribe its case file, including  
17 billing records and correspondence related to the representation. *See* Ex. E. W&C  
18 responded on January 27. But it did not agree to transmit any materials and instead  
19 questioned whether WilmerHale represented the Tribe. *See* Ex. F. On January 29,  
20 WilmerHale notified W&C that it considered W&C's failure to respond to the  
21 request a refusal to send the case file. *See* Ex. G.

22 89. W&C has not transmitted the Tribe's case file to the Tribe or any of  
23 its attorneys and refuses to do so.

24 90. W&C's conduct, as described above, was a substantial factor in  
25 causing the Tribe to be damaged as a result of being deprived the materials—for  
26 which it paid \$400,000 in fees—in an amount to be proven at trial.



1 termination by the Tribe in gaming compact negotiations with the State pursuant to  
2 the Fee Agreement.

3 98. Section 11 of the Fee Agreement defines how a “reasonable fee” is  
4 calculated if, as here, W&C was terminated prior to the signing of a compact.

5 99. Specifically, Section 11 of the Fee Agreement provides for a 10-factor  
6 test to determine whether and to what extent W&C is entitled to any post-  
7 termination fee from the Tribe. Among other factors, Section 11 lists the “value of  
8 the services performed,” the “novelty and difficulty of the questions involved and  
9 the skill requisite to perform the legal services properly,” the “amount involved  
10 and the results obtained,” the “experience, reputation, and ability of the Attorney,”  
11 and the “time and labor required.”

12 100. W&C contends that the June 21, 2017 draft compact that it sent to the  
13 State was materially better than the compact signed by the Tribe in August 2017,  
14 and that the State was prepared to sign it when W&C was terminated. To the  
15 extent W&C’s theory has any merit, the Tribe was prejudiced by W&C’s refusal to  
16 transmit the case file. According to W&C, the “results obtained” by the Tribe  
17 would have been improved with the benefit of the information contained in the  
18 case file and W&C’s superior work product.

19 101. To the extent that W&C is entitled to damages under Section 11 of the  
20 Fee Agreement, the Tribe is correspondingly harmed by W&C’s withholding of  
21 the Tribe’s case file during gaming compact negotiations with the State.

22 102. The Tribe therefore seeks damages in an amount to be proven at trial  
23 to recoup and/or setoff any damages that W&C may be entitled to under Section 11  
24 of the Fee Agreement.

1 **PRAYER FOR RELIEF**

2 WHEREFORE the Tribe respectfully prays the Court:

3 1. Award the Tribe damages, including but not limited to compensatory  
4 and punitive damages, together with pre-judgment and post-judgment interest, in  
5 an amount to be determined at trial;

6 2. Enter an order requiring W&C to provide the Tribe with restitution;

7 3. Enter an order requiring W&C to disgorge all amounts paid to it by  
8 the Tribe;

9 4. Enter an order requiring that W&C transmit the Tribe's entire case file  
10 to the Tribe;

11 5. Award the Tribe offset/recoupment, if applicable, in an amount to be  
12 proven at trial;

13 6. Award the Tribe its costs and expenses incurred in connection with  
14 this action; and

15 7. Grant the Tribe such other and further relief as the Court deems just  
16 and proper.

17 **JURY TRIAL DEMAND**

18 The Tribe demands a jury trial on all counterclaims and issues so triable.

19 **ANSWER TO THE COMPLAINT**

20 **Introduction**

21 1. The Tribe denies the allegations in Paragraph 1.

22 2. The document referenced in Paragraph 2 speaks for itself. The Tribe  
23 denies any characterization of the documents referenced in Paragraph 2 and denies  
24 the remaining allegations in Paragraph 2.

25 3. The document referenced in Paragraph 3 speaks for itself. The Tribe  
26 denies any characterization of the documents referenced in Paragraph 3 and denies  
27 the remaining allegations in Paragraph 3.



1 4. The Tribe denies the allegations in Paragraph 4.

2 5. The Tribe admits that W&C alleges that it brought this action for  
3 Tribe's alleged breach of contract and that W&C's complaint purports to allege  
4 claims under the Lanham Act and Racketeer Influence and Corrupt Organizations  
5 Act and denies the remainder of the allegations in Paragraph 5.

6 6. The Tribe denies the allegations in Paragraph 6 regarding the Tribe  
7 and lacks information or knowledge sufficient to form a belief as to the truth of the  
8 remaining allegations in Paragraph 6 and therefore denies them on that basis.

9 7. The Tribe denies the allegations in Paragraph 6 regarding the Tribe  
10 and lacks information or knowledge sufficient to form a belief as to the truth of the  
11 remaining allegations in Paragraph 7 and therefore denies them on that basis.

12 **JURISDICTION AND VENUE**

13 8. Paragraph 8 contains conclusions of law to which no response is  
14 required. To the extent a response is required, under the Tribe's sovereign  
15 immunity, the Tribe denies that the Court has the subject-matter jurisdiction over  
16 this matter other than for the breach of contract claim.

17 9. Paragraph 9 contains conclusions of law to which no response is  
18 required. To the extent a response is required, the Tribe does not dispute the venue  
19 and denies the remainder of the allegations in Paragraph 9 subject to their assertion  
20 of sovereign immunity as to all claims except the breach of contract claim.

21 10. The Tribe denies the allegations in Paragraph 10.

22 11. The Tribe denies the allegations in Paragraph 11.

23 **PARTIES**

24 12. The Tribe admits that Williams and Cochrane, LLP provides legal  
25 services in California and has or has had offices in San Diego and Temecula.

26 13. The Tribe admits the allegations in Paragraph 13 to the extent the  
27 listed individuals' names are spelled correctly.

1 14. The Tribe admits the allegations in Paragraph 14.

2 15. The Tribe admits Mr. Rosette is an attorney and provides legal  
3 services. The Tribe lacks knowledge or information sufficient to form a belief as  
4 to the truth of the remaining allegations in Paragraph 15 and therefore denies them  
5 on that basis.

6 16. The Tribe lacks knowledge or information sufficient to form a belief  
7 as to the truth of the allegations in Paragraph 16 and therefore denies them on that  
8 basis.

9 17. The Tribe lacks knowledge or information sufficient to form a belief  
10 as to the truth of the allegations in Paragraph 17 and therefore denies them on that  
11 basis.

12 18. The Tribe lacks knowledge or information sufficient to form a belief  
13 as to the truth of the allegations in Paragraph 18 and therefore denies them on that  
14 basis.

15 19. The Tribe admits that Keeny Escalanti Jr. is an individual and is the  
16 Tribe's President.

17 20. The Tribe admits that Willie White is an individual and a Tribal  
18 Councilmember and denies the remainder of the allegations in Paragraph 20.

19 21. The Tribe denies the allegations in Paragraph 21.

20 **GENERAL ALLEGATIONS**

21 22. The Tribe lacks knowledge or information sufficient to form a belief  
22 as to the truth of the allegations in Paragraph 22 and therefore denies them on that  
23 basis.

24 23. The Tribe lacks knowledge or information sufficient to form a belief  
25 as to the truth of the allegations in Paragraph 23 and therefore denies them on that  
26 basis.

1           24. Paragraph 24 contains conclusions of law to which no response is  
2 required. To the extent that a response is required, the Tribe lacks knowledge or  
3 information sufficient to form a belief as to the truth of the allegations in Paragraph  
4 24 and therefore denies them on that basis.

5           25. Paragraph 25 contains conclusions of law to which no response is  
6 required. To the extent that a response is required, the Tribe lacks knowledge or  
7 information sufficient to form a belief as to the truth of the allegations in Paragraph  
8 25 and therefore denies them on that basis.

9           26. Paragraph 26 contains conclusions of law to which no response is  
10 required. To the extent that a response is required, the Tribe lacks knowledge or  
11 information sufficient to form a belief as to the truth of the allegations in Paragraph  
12 26 and therefore denies them on that basis.

13           27. Paragraph 27 contains conclusions of law to which no response is  
14 required. To the extent that a response is required, the Tribe lacks knowledge or  
15 information sufficient to form a belief as to the truth of the allegations in Paragraph  
16 27 and therefore denies them on that basis.

17           28. Paragraph 28 contains conclusions of law to which no response is  
18 required. To the extent that a response is required, the Tribe lacks knowledge or  
19 information sufficient to form a belief as to the truth of the allegations in Paragraph  
20 28 and therefore denies them on that basis.

21           29. Paragraph 29 contains conclusions of law to which no response is  
22 required. To the extent that a response is required, the Tribe lacks knowledge or  
23 information sufficient to form a belief as to the truth of the allegations in Paragraph  
24 29 and therefore denies them on that basis.

25           30. Paragraph 30 contains conclusions of law to which no response is  
26 required. To the extent that a response is required, the Tribe lacks knowledge or  
27

1 information sufficient to form a belief as to the truth of the allegations in Paragraph  
2 30 and therefore denies them on that basis.

3 31. Paragraph 31 contains conclusions of law to which no response is  
4 required. To the extent that a response is required, the Tribe lacks knowledge or  
5 information sufficient to form a belief as to the truth of the allegations in Paragraph  
6 31 and therefore denies them on that basis.

7 32. Paragraph 32 contains conclusions of law to which no response is  
8 required. To the extent that a response is required, the Tribe lacks knowledge or  
9 information sufficient to form a belief as to the truth of the allegations in Paragraph  
10 32 and therefore denies them on that basis.

11 33. The Tribe lacks knowledge or information sufficient to form a belief  
12 as to the truth of the allegations in Paragraph 33 and therefore denies them on that  
13 basis.

14 34. The document referenced in Paragraph 34 speaks for itself and no  
15 response is required. To the extent that a response is required, the Tribe lacks  
16 knowledge or information sufficient to form a belief as to the truth of the  
17 allegations in Paragraph 34 and therefore denies them on that basis.

18 35. The document referenced in Paragraph 35 speaks for itself and no  
19 response is required. To the extent that a response is required, the Tribe lacks  
20 knowledge or information sufficient to form a belief as to the truth of the  
21 allegations in Paragraph 35 and therefore denies them on that basis.

22 36. The document referenced in Paragraph 36 speaks for itself and no  
23 response is required. To the extent that a response is required, the Tribe lacks  
24 knowledge or information sufficient to form a belief as to the truth of the  
25 allegations in Paragraph 36 and therefore denies them on that basis.

26 37. The document referenced in Paragraph 37 speaks for itself and no  
27 response is required. To the extent that a response is required, the Tribe lacks  
28

1 knowledge or information sufficient to form a belief as to the truth of the  
2 allegations in Paragraph 37 and therefore denies them on that basis.

3 38. The document referenced in Paragraph 38 speaks for itself and no  
4 response is required. To the extent that a response is required, the Tribe lacks  
5 knowledge or information sufficient to form a belief as to the truth of the  
6 allegations in Paragraph 38 and therefore denies them on that basis.

7 39. Paragraph 39 contains conclusions of law to which no response is  
8 required. To the extent a response is required, the Tribe lacks knowledge or  
9 information sufficient to form a belief as to the truth of the allegations in Paragraph  
10 39 and therefore denies them on that basis.

11 40. The document referenced in Paragraph 40 speaks for itself and no  
12 response is required. To the extent that a response is required, the Tribe lacks  
13 knowledge or information sufficient to form a belief as to the truth of the  
14 allegations in Paragraph 40 and therefore denies them on that basis.

15 41. The document referenced in Paragraph 41 speaks for itself and no  
16 response is required. To the extent that a response is required, the Tribe lacks  
17 knowledge or information sufficient to form a belief as to the truth of the  
18 allegations in Paragraph 41 and therefore denies them on that basis.

19 42. The Tribe lacks knowledge or information sufficient to form a belief  
20 as to the truth of the allegations in Paragraph 42 and therefore denies them on that  
21 basis.

22 43. The Tribe lacks knowledge or information sufficient to form a belief  
23 as to the truth of the allegations in Paragraph 43 and therefore denies them on that  
24 basis.

25 44. The Tribe lacks knowledge or information sufficient to form a belief  
26 as to the truth of the allegations in Paragraph 44 and therefore denies them on that  
27 basis.



1 information sufficient to form a belief as to the truth of the allegations in Paragraph  
2 52 and therefore denies them on that basis.

3 53. The Tribe lacks knowledge or information sufficient to form a belief  
4 as to the truth of the allegations in Paragraph 53 and therefore denies them on that  
5 basis.

6 54. The Tribe lacks knowledge or information sufficient to form a belief  
7 as to the truth of the allegations in Paragraph 54 and therefore denies them on that  
8 basis.

9 55. The Tribe lacks knowledge or information sufficient to form a belief  
10 as to the truth of the allegations in Paragraph 55 and therefore denies them on that  
11 basis.

12 56. Paragraph 56 contains conclusions of law to which no response is  
13 required. To the extent that a response is required, the Tribe lacks knowledge or  
14 information sufficient to form a belief as to the truth of the allegations in Paragraph  
15 56 and therefore denies them on that basis.

16 57. Paragraph 57 contains conclusions of law to which no response is  
17 required. To the extent that a response is required, the Tribe lacks knowledge or  
18 information sufficient to form a belief as to the truth of the allegations in Paragraph  
19 57 and therefore denies them on that basis.

20 58. The Tribe lacks knowledge or information sufficient to form a belief  
21 as to the truth of the allegations in Paragraph 58 and therefore denies them on that  
22 basis.

23 59. The Tribe lacks knowledge or information sufficient to form a belief  
24 as to the truth of the allegations in Paragraph 59 and therefore denies them on that  
25 basis.

1           60. The Tribe lacks knowledge or information sufficient to form a belief  
2 as to the truth of the allegations in Paragraph 60 and therefore denies them on that  
3 basis.

4           61. The Tribe lacks knowledge or information sufficient to form a belief  
5 as to the truth of the allegations in Paragraph 61 and therefore denies them on that  
6 basis.

7           62. Paragraph 62 contains no allegations to which a response is required.  
8 To the extent that a response is required, the Tribe lacks knowledge or information  
9 sufficient to form a belief as to the truth of the allegations in Paragraph 62 and  
10 therefore denies them on that basis.

11           63. The Tribe lacks knowledge or information sufficient to form a belief  
12 as to the truth of the allegations in Paragraph 63 and therefore denies them on that  
13 basis.

14           64. The Tribe lacks knowledge or information sufficient to form a belief  
15 as to the truth of the allegations in Paragraph 64 and therefore denies them on that  
16 basis.

17           65. The Tribe lacks knowledge or information sufficient to form a belief  
18 as to the truth of the allegations in Paragraph 65 and therefore denies them on that  
19 basis.

20           66. The Tribe lacks knowledge or information sufficient to form a belief  
21 as to the truth of the allegations in Paragraph 66 and therefore denies them on that  
22 basis.

23           67. The documents referenced in Paragraph 67 speaks for themselves.  
24 The Tribe denies any characterization of the documents referenced in Paragraph 67  
25 and denies the remaining allegations in Paragraph 67.

26           68. The Tribe admits that then-Quechan President Mike Jackson spoke to  
27 Cheryl Williams and Kevin Cochrane regarding the possibility of representing the  
28



1 Tribe in September 2016 and the Tribe lacks knowledge or information sufficient  
2 to form a belief as to the truth of the remaining allegations in Paragraph 68 and  
3 therefore denies them on that basis.

4 69. The documents referenced in Paragraph 69 speak for themselves and  
5 the Tribe denies the characterization of the documents referenced in Paragraph 69  
6 and denies the remaining allegations in Paragraph 69.

7 70. The documents referenced in Paragraph 70 speak for themselves. The  
8 Tribe denies the characterization of the documents referenced in Paragraph 70 and  
9 denies the remaining allegations in Paragraph 70.

10 71. The documents referenced in Paragraph 71 speak for themselves. The  
11 Tribe denies the characterization of the documents referenced in Paragraph 71 and  
12 denies the remaining allegations in Paragraph 71.

13 72. The Tribe admits that W&C and certain then-Tribal Councilmembers  
14 met in September 2016 to discuss the Attorney-Client Fee Agreement. The Tribe  
15 lacks knowledge or information sufficient to form a belief as to the truth of the  
16 remaining allegations in Paragraph 72 and therefore denies them on that basis.

17 73. The Tribe admits that it was late in making payments to the State of  
18 California under its 2006 Amendment and denies the remaining allegations in  
19 Paragraph 73.

20 74. The document referenced in Paragraph 74 speaks for itself. Tribe  
21 denies the characterization of the documents referenced in Paragraph 74 and denies  
22 the remaining allegations in Paragraph 74.

23 75. The Tribe admits that the Tribe sought legal advice in connection with  
24 the Tribe's payments under its tribal/State gaming compact with the State of  
25 California. The document referenced in Paragraph 75 speaks for itself. The Tribe  
26 denies the characterization of the documents referenced in Paragraph 75 and denies  
27 the remaining allegations in Paragraph 75.



1 85. The document referenced in Paragraph 85 speaks for itself. The Tribe  
2 denies the characterization of the document referenced in Paragraph 85 and denies  
3 the remaining allegations in Paragraph 85.

4 86. The documents referenced in Paragraph 86 speaks for themselves and  
5 no response is required. The Tribe denies the characterization of the document  
6 referenced in Paragraph 86 and denies the remaining allegations in Paragraph 86.

7 87. The Tribe admits that W&C sent a letter to the Office of the Governor  
8 around October 12, 2016 requesting commencement of negotiations of a new  
9 compact between the State and the Tribe. The Tribe denies the remaining  
10 allegations in Paragraph 87.

11 88. The document referenced in Paragraph 88 speaks for itself and no  
12 response is required. The Tribe denies the characterization of the document  
13 referenced in Paragraph 88 and denies the remaining allegations in Paragraph 88.

14 89. The Tribe admits that on November 9, 2016, Senior Advisor for  
15 Tribal Negotiations Joginder Dhillon met with then-Tribal Councilmembers, and  
16 W&C to discuss the Tribe's compact negotiations. The Tribe denies the remaining  
17 allegations in Paragraph 89.

18 90. The documents referenced in Paragraph 90 speak for themselves. The  
19 Tribe denies the characterization of the documents referenced in Paragraph 90 and  
20 denies the remaining allegations in Paragraph 90.

21 91. The Tribe denies the allegations in Paragraph 91.

22 92. Paragraph 92 contains conclusions of law to which no response is  
23 required. To the extent that a response is required, the Tribe denies the allegations  
24 in Paragraph 92 and all remaining allegations in Paragraph 92.

25 93. The Tribe admits that the Tribe met with W&C on December 28,  
26 2016 to discuss the compact negotiations and denies the remaining allegations in  
27 Paragraph 93.





1 115. The document referenced in Paragraph 115 speaks for itself. The  
2 Tribe denies the characterization of the document referenced in Paragraph 115 and  
3 denies the remaining allegations in Paragraph 115.

4 116. The document referenced in Paragraph 116 speaks for itself. The  
5 Tribe denies the characterization of the document referenced in Paragraph 116 and  
6 denies the remaining allegations in Paragraph 116.

7 117. The document referenced in Paragraph 117 speaks for itself. The  
8 Tribe denies the characterization of the document referenced in Paragraph 117 and  
9 denies the remaining allegations in Paragraph 117.

10 118. The Tribe denies the allegations in Paragraph 118.

11 119. The Tribe lacks knowledge or information sufficient to form a belief  
12 as to the truth of the allegations in Paragraph 119 and therefore denies them on that  
13 basis.

14 120. The Tribe lacks knowledge or information sufficient to form a belief  
15 as to the truth of the allegations in Paragraph 120 and therefore denies them on that  
16 basis.

17 121. The Tribe lacks knowledge or information sufficient to form a belief  
18 as to the truth of the allegations in Paragraph 121 and therefore denies them on that  
19 basis.

20 122. The document referenced in Paragraph 122 speaks for itself. The  
21 Tribe denies the characterization of the document referenced in Paragraph 122 and  
22 denies the remaining allegations in Paragraph 122.

23 123. The document referenced in Paragraph 123 speaks for itself. The  
24 Tribe denies the characterization of the document referenced in Paragraph 123 and  
25 denies the remaining allegations in Paragraph 123.















1           178. The Tribe lacks knowledge or information sufficient to form a belief  
2 as to the truth of the allegations in Paragraph 178 and therefore denies them on that  
3 basis.

4           179. The Tribe lacks knowledge or information sufficient to form a belief  
5 as to the truth of the allegations in Paragraph 179 and therefore denies them on that  
6 basis.

7           180. The Tribe lacks knowledge or information sufficient to form a belief  
8 as to the truth of the allegations in Paragraph 180 and therefore denies them on that  
9 basis.

10           181. The Tribe lacks knowledge or information sufficient to form a belief  
11 as to the truth of the allegations in Paragraph 181 and therefore denies them on that  
12 basis.

13           182. The Tribe lacks knowledge or information sufficient to form a belief  
14 as to the truth of the allegations in Paragraph 182 and therefore denies them on that  
15 basis.

16           183. The Tribe lacks knowledge or information sufficient to form a belief  
17 as to the truth of the allegations in Paragraph 183 and therefore denies them on that  
18 basis.

19           184. The Tribe lacks knowledge or information sufficient to form a belief  
20 as to the truth of the allegations in Paragraph 184 and therefore denies them on that  
21 basis.

22           185. The Tribe denies the allegations in Paragraph 185.

23           186. The document referenced in Paragraph 186 speaks for itself. The  
24 Tribe denies the characterization of the document referenced in Paragraph 186 and  
25 denies the remaining allegations in Paragraph 186.

26           187. The Tribe admits that the Tribe engaged W&C to provide legal  
27 services in connection with its compact with the State of California. The document  
28

1 referenced in Paragraph 187 speaks for itself. The Tribe denies the  
2 characterization of the document referenced in Paragraph 187 and denies any  
3 remaining allegations in Paragraph 187.

4 188. The Tribe lacks knowledge or information sufficient to form a belief  
5 as to the truth of the allegations in Paragraph 188 and therefore denies them on that  
6 basis.

7 189. The Tribe lacks knowledge or information sufficient to form a belief  
8 as to the truth of the allegations in Paragraph 189 and therefore denies them on that  
9 basis.

10 190. The Tribe lacks knowledge or information sufficient to form a belief  
11 as to the truth of the allegations in Paragraph 190 and therefore denies them on that  
12 basis.

13 191. The Tribe denies the allegations in Paragraph 191.

14 192. The Tribe denies the allegations in Paragraph 192.

15 193. The Tribe denies the allegations in Paragraph 193.

16 194. The Tribe denies the allegations in Paragraph 194.

17 195. The Tribe denies the allegations in Paragraph 195.

18 196. The document referenced in Paragraph 196 speaks for itself. The  
19 Tribe denies the characterization of the document referenced in Paragraph 196 and  
20 denies the remaining allegations in Paragraph 196.

21 197. The Tribe denies the allegations in Paragraph 197.

22 198. The Tribe denies the allegations in Paragraph 198.

23 199. The Tribe denies the allegations in Paragraph 199.

24 200. The press release referenced in Paragraph 200 speaks for itself. The  
25 Tribe denies any characterization of the document referenced in Paragraph 200 and  
26 denies the remaining allegations in Paragraph 200.









1           230. The Tribe lacks knowledge or information sufficient to form a belief  
2 as to the truth of the allegations in Paragraph 230 and therefore denies them on that  
3 basis.

4           231. The Tribe denies the allegations in Paragraph 231.

5           232. The declaration referenced in Paragraph 232 speaks for itself. The  
6 Tribe denies any characterization of the declaration referenced in Paragraph 232  
7 and denies the remaining allegations in Paragraph 232.

8           233. The documents referenced in Paragraph 233 speaks for themselves.  
9 The Tribe denies any characterization of the documents referenced in Paragraph  
10 233 and denies the remaining allegations in Paragraph 233.

11           234. The documents referenced in Paragraph 234 speaks for themselves.  
12 The Tribe denies any characterization of the documents referenced in Paragraph  
13 234 and denies the remaining allegations in Paragraph 234.

14           235. The Tribe denies the allegations in Paragraph 235.

15           236. The Tribe admits that it did not make per capita payments for 2017  
16 and denies the remaining allegations in Paragraph 236.

17           237. The Tribe admits that WilmerHale represents the Tribe and  
18 O'Melveny & Meyers represent the Rosette Defendants and denies the remaining  
19 allegations in Paragraph 237.

20           238. The webpage referenced in Paragraph 238 speaks for itself. The Tribe  
21 denies any characterization of the webpage referenced in Paragraph 238 and denies  
22 the remaining allegations in Paragraph 238.

23           239. The documents referenced in Paragraph 239 speaks for themselves.  
24 The Tribe denies any characterization of the documents referenced in Paragraph  
25 239 and denies the remaining allegations in Paragraph 239.















1 response is required, the Tribe denies the allegations in Paragraph 291.

2 292. Paragraph 292 contains conclusions of law to which no response is  
3 required. The allegations referenced in Paragraph 292 pertain to a claim dismissed  
4 by the Court and as a result, no response is required. To the extent a response is  
5 required, the Tribe denies the allegations in Paragraph 292.

6 293. The allegations referenced in Paragraph 293 pertain to a claim  
7 dismissed by the Court and as a result, no response is required. To the extent a  
8 response is required, the Tribe denies the allegations in Paragraph 293.

9 294. The allegations referenced in Paragraph 294 pertain to a claim  
10 dismissed by the Court and as a result, no response is required. The documents  
11 referenced in Paragraph 294 speaks for themselves. The Tribe denies any  
12 characterization of the documents referenced in Paragraph 294 and denies the  
13 remaining allegations in Paragraph 294.

14 295. The allegations referenced in Paragraph 295 pertain to a claim  
15 dismissed by the Court and as a result, no response is required. To the extent a  
16 response is required, the Tribe denies the allegations in Paragraph 295.

17 296. The allegations referenced in Paragraph 296 pertain to a claim  
18 dismissed by the Court and as a result, no response is required. To the extent a  
19 response is required, the Tribe denies the allegations in Paragraph 296.

20 **EIGHTH CLAIM FOR RELIEF**

21 297. The allegations referenced in Paragraph 297 pertain to a claim  
22 dismissed by the Court and as a result, no response is required. To the extent a  
23 response is required, the Tribe denies the allegations in Paragraph 297.

24 298. Paragraph 298 contains conclusions of law to which no response is  
25 required. The allegations referenced in Paragraph 298 pertain to a claim dismissed  
26 by the Court and as a result, no response is required. To the extent a response is  
27 required, the Tribe denies the allegations in Paragraph 298.





1 DATED: June 21, 2018

Respectfully submitted,

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3 */s/Christopher T. Casamassima*

Christopher T. Casamassima

4  
5 WILMER CUTLER PICKERING  
HALE AND DORR LLP

6 Christopher T. Casamassima (SBN 211280)

7 chris.casamassima@wilmerhale.com

8 Rebecca A. Girolamo (SBN 293422)

becky.girolamo@wilmerhale.com

9 350 South Grand Avenue, Suite 2100

Los Angeles, CA 90071

10 Telephone: (213) 443-5300

11 Facsimile: (213) 443-5400

12 *Attorneys for Defendants*

13 Quechan Tribe of the Fort Yuma Indian

14 Reservation, Keeny Escalanti, Sr., and

Mark William White II

**CERTIFICATE OF SERVICE**

I hereby certify that on June 21, 2018, I electronically filed the foregoing with the clerk of the court using the CM/ECF system which will send notification of such filing to the e-mail address denoted on the electronic Mail Notice List.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on June 21, 2018 at Los Angeles, California.

*/s/ Christopher T. Casamassima*  
Christopher T. Casamassima