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17 IN THE UNITED STATES DISTRICT COURT  
 18 FOR THE EASTERN DISTRICT OF CALIFORNIA

20 **BIG SANDY BAND OF WESTERN MONO**  
 21 **INDIANS, a federally recognized Indian**  
 22 **tribe,**

Plaintiff,

23 v.

24 **GAVIN NEWSOM, Governor of the State**  
 25 **of California; and the STATE OF**  
 26 **CALIFORNIA,**

27 Defendants.

1:22-cv-00844-ADA-SKO

**STIPULATION FOR FINAL JUDGMENT**  
**AND ENTRY OF ORDER REQUIRING**  
**PARTIES TO PROCEED TO THE**  
**REMEDIAL PROCESS IN 25 U.S.C. §**  
**2710(d)(7)(B)(iii)-(vii); PROPOSED**  
**ORDER**

1 On July 28, 2022, the Ninth Circuit Court of Appeals issued its decision in *Chicken Ranch*  
2 *Rancheria of Me-Wuk Indians v. California (Chicken Ranch)*, 42 F.4th 1024 (9th Cir. 2022).  
3 That case involved whether the State of California (State) had failed to negotiate in good faith  
4 with five California tribes seeking new tribal-state compacts required by the Indian Gaming  
5 Regulatory Act (IGRA), 25 U.S.C. §§ 2710-2712, 18 U.S.C. §§ 1166-1167, for the tribes to  
6 conduct what IGRA defines as “class III gaming.” The court held that “IGRA strictly limits the  
7 topics that states may include in tribal-state Class III compacts to those directly related to the  
8 operation of gaming activities.” *Chicken Ranch*, 42 F.4th at 1029.

9 The *Chicken Ranch* court held that the State failed to engage in good-faith negotiations  
10 with the plaintiff tribes by insisting on provisions not directly related to the operation of class III  
11 gaming activities. The specific provisions addressed by the Ninth Circuit concerned tribal  
12 recognition of spousal and child support orders for all gaming facility employees, environmental  
13 review and mitigation for a broadly defined set of projects, and broad tort claims coverage.  
14 *Chicken Ranch*, 42 F.4th at 1037-39. The court held that under 25 U.S.C.  
15 § 2710(d)(3)(C)(vii), “these family, environmental, and tort law provisions are not ‘directly  
16 related to the operation of gaming activities.’” *Id.* at 1038.

17 Similar to the plaintiff tribes in *Chicken Ranch*, plaintiff Big Sandy Band of Western  
18 Mono Indians (Big Sandy), a federally recognized Indian tribe, is a former member of the  
19 Compact Tribes Steering Committee (CTSC). (Joint Statement of Undisputed Facts (JSUF), No.  
20 6) On August 19, 2014, the CTSC, a coalition of twenty-eight federally recognized California  
21 Indian tribes, wrote to inform the State of CTSC’s formation and its desire to begin the  
22 negotiation process for new class III gaming compacts. Big Sandy was a member of CTSC in  
23 2014 and remained a member until 2016. (Complaint filed by Big Sandy (Complaint) on July 8,  
24 2022.)

25 Big Sandy withdrew from negotiations between the CTSC and the State and requested to  
26 negotiate directly with the State for a new tribal-state compact on March 2, 2018. (JSUF, No. 7.)  
27 During subsequent negotiations, Big Sandy and the State exchanged numerous drafts of tribal-  
28 state compacts. (JSUF, Nos. 8-17, 21-22, 25-26.) Each of the draft tribal-state compacts

1 proposed by the State included provisions regarding (1) broad tort claims coverage, and (2)  
2 environmental review and mitigation. (JSUF, Nos. 9-10, 18-19, 23-24, 27-28.)

3 Big Sandy withdrew from negotiations with the State and filed its Complaint on July 8,  
4 2022. The Complaint’s second claim for relief alleged that the State failed in its duty to negotiate  
5 in good faith under IGRA. Big Sandy and the State filed a RON in this matter on February 28,  
6 2023. In preparation for, and filed in conjunction with, this Stipulation For Final Judgment and  
7 Entry of Order Requiring Parties to Proceed to the Remedial Process in 25 U.S.C.  
8 § 2710(d)(7)(B)(iii-vii) (Stipulated Judgment), the parties completed the JSUF. The JSUF  
9 includes facts from the RON based upon the tribal-state class III gaming compact negotiations  
10 between Big Sandy and the State over tort claims coverage (JSUF, Nos. 10, 19, 24, 28) and  
11 environmental review and mitigation. (JSUF, Nos. 9, 18, 23, 27.)

12 The Ninth Circuit’s *Chicken Ranch* decision resolved two of the claims at issue in this  
13 litigation—*i.e.*, generally the extent to which 25 U.S.C. § 2710(d)(3)(C)(i)-(vii) limits the  
14 permissible scope of compact negotiations, and whether the State’s insistence on compact  
15 provisions concerning broad tort claims coverage and environmental review and mitigation, as  
16 documented in the RON, constituted a failure of the State to negotiate in good faith with Big  
17 Sandy.

18 Based on the key holdings in *Chicken Ranch*, the substantially identical issues presented  
19 in both this case and *Chicken Ranch*, as established in the RON and the parties’ JSUF, the parties  
20 now request the Court, pursuant to this Stipulated Judgment, grant final judgment in Big Sandy’s  
21 favor on the Complaint’s second claim for relief that the State failed to negotiate in good faith as  
22 required by IGRA because it sought “to negotiate for compact provisions that fall well outside of  
23 IGRA’s permissible topics of negotiation,” *Chicken Ranch*, 42 F.4th at 1040, as it insisted on  
24 broad tort claims coverage based upon California law, and environmental review and mitigation

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1 for a broadly defined set of projects, and order the parties to proceed pursuant to the remedial  
2 process set forth in IGRA, 25 U.S.C. § 2710(d)(7)(B)(iii)-(vii). The parties further stipulate that  
3 they will each bear their own costs and attorney's fees.

4 Dated: April 28, 2023

Respectfully submitted,

5 PEEBLES KIDDER BERGIN AND  
6 ROBINSON LLP

7 */s/ John M. Peebles (as authorized on  
4/27/23)*

8 John M. Peebles  
9 *Attorneys for Plaintiff*

10 Dated: April 28, 2023

Respectfully submitted,

11 ROB BONTA  
12 Attorney General of California  
13 SARA J. DRAKE  
14 Senior Assistant Attorney General  
15 T. MICHELLE LAIRD  
16 Supervising Deputy Attorney General  
17 TIMOTHY M. MUSCAT  
18 Deputy Attorney General

*/s/ B. Jane Crue*

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20 Deputy Attorney General  
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**ORDER**

Based upon the above stipulation by the parties, because the State insisted on overbroad tort claims coverage based upon California law, and environmental review and mitigation for a broadly defined set of projects during negotiations for a tribal-state class III gaming compact, final judgment is granted in Big Sandy’s favor on the Complaint’s second claim for relief, consistent with the Ninth Circuit Court of Appeals decision in *Chicken Ranch Rancheria of Me-Wuk Indians v. California*, 42 F.4th 1024 (9th Cir. 2022), and the undisputed facts agreed upon by the parties.

The parties ARE HEREBY ORDERED to proceed pursuant to the remedial process set forth in Indian Gaming Regulatory Act, 25 U.S.C. § 2710(d)(7)(B)(iii)-(vii). It is further ordered that the parties will each bear their own costs and attorney’s fees.

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_

\_\_\_\_\_  
ANA DE ALBA  
United States District Court Judge

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**CERTIFICATE OF SERVICE**

Case Name: **Big Sandy Band, et al., v. Gavin Newsom, et al.** No. **1:22-cv-00844-ADA-SKO**

I hereby certify that on April 28, 2023, I caused to be electronically filed the following documents with the Clerk of the Court by using the CM/ECF system:

**STIPULATION FOR FINAL JUDGMENT AND ENTRY OF ORDER  
REQUIRING PARTIES TO PROCEED TO THE REMEDIAL PROCESS IN 25  
U.S.C. § 2710(d)(7)(B)(iii)-(vii); PROPOSED ORDER**

I certify that **all** participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system.

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on April 28, 2023, at Sacramento, California.

Linda Thorpe  
Declarant

/s/ Linda Thorpe  
Signature