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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

GUIDIVILLE RANCHERIA OF CALIFORNIA, a federally recognized Indian tribe,

Plaintiff,

v.

BLUEROCK REAL ESTATE HOLDINGS, LLC, a Florida limited liability company; AHG GROUP, LLC, a Florida limited liability company; and ALAN GINSBURG, an individual,

Defendants.

Case No.

COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF

I. INTRODUCTION

1. Plaintiff Guidiville Rancheria of California, a federally recognized Indian tribe (“Plaintiff” or the “Tribe”), specially appearing herein while preserving and asserting its sovereign immunity from unconsented litigation, brings this action to restrain and enjoin defendants Bluerock Real Estate Holdings, LLC, AHG Group, LLC, and Alan Ginsburg (together, “Defendants”) from prosecuting an arbitration proceeding before the American Arbitration Association (“AAA”) against

1 the Tribe in violation of the Tribe’s sovereign immunity. A true and correct copy of Claimant’s
2 Demand for Arbitration, including all exhibits thereto, is attached as **Exhibit A**.

3 2. The doctrine of tribal sovereign immunity derives from the status of Indian tribes as
4 separate sovereigns preexisting the Constitution. *Bodi v. Shingle Springs Band of Miwok Indians*,
5 832 F.3d 1011, 1016 (9th Cir. 2016). Tribes thus possess “the common-law immunity from suit
6 traditionally enjoyed by sovereign powers.” *Michigan v. Bay Mills Indian Cmty*, 572 U.S. 782, 788,
7 134 S. Ct. 2024. A tribe may lose its immunity from suit in only two ways: Its tribal immunity may
8 be abrogated by Congress, or a tribe may itself waive immunity. *Bodi*, 832 F.3d at 1016. Suits
9 (including arbitration proceedings) against Indian tribes are barred by sovereign immunity absent a
10 clear and unequivocally expressed waiver by a tribe or congressional abrogation. *Id.* at 1016-17.

11 3. The Tribe brings this action because Defendants have commenced an arbitration
12 before the AAA through which they seek an award of monetary and declaratory relief against the
13 Tribe in the absence of any waiver of sovereign immunity which would allow the lawful prosecution
14 of such proceedings against the Tribe.

15 4. By pursuing an arbitration against the Tribe over the Tribe’s objections, and in the
16 absence of any applicable waiver of sovereign immunity, Defendants threaten immediate and
17 irreparable harm to the Tribe’s federally protected sovereignty and its sovereign immunity in
18 violation of federal law.

19 5. Unless restrained and enjoined, Defendants’ continued pursuit of the arbitration will
20 irreparably harm the Tribe by forcing it to defend itself in an unauthorized forum and/or defend a
21 subsequent proceeding to enter judgment upon any arbitration award that might ultimately be
22 rendered either on the merits or by default.

23 II. PARTIES

24 6. Plaintiff Guidiville Rancheria of California (“Plaintiff” or the “Tribe”) is a federally
25 recognized Indian tribe with its current tribal governmental headquarters located in Mendocino
26 County, California.

27 7. Defendant Bluerock Real Estate Holdings, LLC (“Bluerock”) is a Florida limited
28 liability company. Bluerock is one of three claimants in an arbitration proceeding being

1 administered by AAA and styled as *Bluerock Real Estate Holdings, LLC, et al v. Guidiville Band*
2 *of Pomo Indians of Guidiville Rancheria*, AAA Case No., 01-25-0005-6716 (the “Arbitration”).

3 8. Defendant Alan Ginsburg (“Ginsburg”) is an individual residing in Florida.
4 Ginsburg is also a claimant in the Arbitration.

5 9. Defendant AHG Group, LLC (“AHG”) is a Florida limited liability company. AHG
6 is also a claimant in the Arbitration. Per an April 23, 2025 letter from Bluerock’s counsel (appended
7 as Exhibit 11 to the Demand for Arbitration by which Defendants initiated the Arbitration), AHG
8 “is Mr. Ginsburg’s company.”

9 10. Plaintiff is informed and believes that at all times herein relevant, each defendant
10 herein was the alter ego, agent, joint venturer, co-conspirator, employee, or representative of every
11 other defendant, and in doing the acts herein alleged, acted with the knowledge, ratification, and
12 consent and on behalf of the other defendants, and in concert therewith.

13 **III. JURISDICTION AND VENUE**

14 11. This Court has subject matter jurisdiction over this action under 28 U.S.C. § 1362,
15 which confers original jurisdiction over civil actions brought by federally recognized Indian tribes
16 where the matter in controversy arises under the Constitution, laws, or treaties of the United States.
17 Specifically, subject matter exists because the claims herein asserted present substantial questions
18 of federal law, including whether the Tribe has waived its sovereign immunity for purposes of
19 allowing AAA to determine the issue of arbitrability and whether Claimants exhausted their tribal
20 remedies prior to commencing arbitration.

21 12. For the same reasons, this Court also has subject matter jurisdiction under 28 U.S.C.
22 § 1331 because the claims asserted herein arise under the Constitution, laws, or treaties of the United
23 States.

24 **IV. DIVISIONAL ASSIGNMENT**

25 13. A substantial part of the events giving rise to the claims asserted occurred in Alameda
26 and Contra Costa Counties, California. This action relates to and arises from the proposed
27 development of real property popularly known as Point Molate, Richmond, California; the
28 promissory notes which are the subject of the Arbitration related to the Point Molate project;

1 defendant Bluerock filing of a lawsuit seeking to recover on the notes in the Contra Costa County
2 Superior Court; and Defendants allegation in their Demand for Arbitration that the arbitration must
3 be held in either Oakland or Richmond, California (or such other location as the parties may agree).
4 *See* Exh. A, ¶ 6.

5 **V. FACTUAL ALLEGATIONS**

6 14. On or about November 9, 2006, the Scotts Valley Band of Pomo Indians entered into
7 a letter agreement (“the Letter Agreement”) with the Tribe and Upstream concerning development
8 matters related to the Point Molate project. A true and correct copy of the Letter Agreement is
9 attached to Claimants’ Demand for Arbitration as Exhibit 1. *See* Exh. A-1.

10 15. The Letter Agreement contains a limited and narrow waiver of sovereign immunity.
11 Specifically, Paragraph 10 of the Letter Agreement provides in relevant part as follows:

12

13 Each of Guidiville and Scott’s Valley expressly and irrevocably waives its sovereign
14 immunity from suit by the respective parties to this agreement for the express limited
15 purpose of compelling arbitration as provided below (including the promissory
16 notes) and consents to be sued in the Tribal Court of either the Guidiville Band of
17 Pomo Indians or the Scotts Valley Band of Pomo Indians Tribal Court as applicable
18 (including any appellate courts of the respective Tribal governments), if the Tribal
19 Court(s) do not exist or lack jurisdiction over the suit, then in the United District
20 Court in the district where the parties to this agreement are located . . . for the
21 expressly limited purposes of compelling arbitration and enforcing any arbitration
22 award or judgment arising out of this agreement. If the Tribal Court and the United
23 States District Court for the District where the Parties are is [sic] located lack
24 jurisdiction, or decline to hear the matter, the parties consent to be sued in the
25 California State Court system or any other court of competent jurisdiction for the
26 expressly limited purposes described in the arbitration provisions below.

27 16. The Letter Agreement contains a generic arbitration provision (Paragraph 11)
28 referring disputes between the signatories to the Letter Agreement to binding arbitration with AAA
in Oakland or Richmond, California. Paragraph 11 provides: “All disputes, controversies or claims
by or between the parties to this agreement (but specifically excluding any third parties) arising out
of this agreement . . . shall be settled by binding arbitration in accordance with the Commercial
Arbitration Rules of the American Arbitration Association and the Federal Arbitration Act”

17. Paragraph 10 of the Letter Agreement mandates a procedure for the commencement
of any arbitration pursuant thereto that a party seeking arbitration must file a petition to compel

1 arbitration in Tribal Court, or failing the existence or jurisdiction of the Tribal Court, in Federal
2 Court, or failing Federal Court jurisdiction, in the California State Court. This express requirement
3 that arbitration be commenced through issuance of a judicial order expressly confers only on the
4 courts, rather than the arbitrator, the authority to determine the arbitrability of any given claim.

5 18. The Letter Agreement does not contain a legally sufficient waiver of the Tribe's
6 sovereign immunity to allow AAA to determine arbitrability of the claims asserted against the Tribe
7 in the Arbitration, administer the Arbitration, or issue a binding award against the Tribe. Nor is
8 there a sufficient waiver of the Tribe's sovereign immunity to allow enforcement of any arbitral
9 award against the Tribe in any court.

10 19. As quoted above, the agreement to arbitrate is expressly limited to the three named
11 parties to that agreement (Scotts Valley, the Tribe, and Upstream). By its express terms, the Letter
12 Agreement specifically excludes "any third parties" from the agreement to arbitrate.

13 20. On July 29, 2025, Defendant Bluerock filed a complaint in Contra Costa County
14 Superior Court against the Tribe and other defendants, seeking declaratory and injunctive relief, on
15 the basis of the Letter Agreement, two promissory notes, dated December 20, 2006 and November
16 29, 2007, a February 28, 2012 Agreement Regarding Assignment of Notes, two 2012 demands for
17 payment under the foregoing promissory notes, a judgment of the United States District Court for
18 the District of Northern California, dated April 12, 2018, a purported Settlement Sharing Agreement,
19 dated March 2018, an Assignment of Contract, dated December 15, 2020 and correspondence dated
20 April 23, 2025 and May 6, 2025 between counsel for Bluerock and the Tribe.

21 21. On November 12, 2025, Defendants filed their Demand for Arbitration with AAA
22 naming the Tribe and Upstream as respondents and seeking monetary relief and declaratory
23 determinations concerning alleged contractual obligations. The Demand for Arbitration was and is
24 premised on the same documents that formed the basis for the 2025 complaint filed by Bluerock in
25 Contra Costa County Superior Court.

26 22. None of the Defendants is a named party to the Letter Agreement. Rather, each of
27 the Defendants is a third-party to that agreement, and thus specifically excluded from the agreement
28 to arbitrate pursuant to which the Arbitration has nominally been initiated.

1 23. To the extent there is any waiver of sovereign immunity by the Tribe, it does not
2 extend to the claims brought by the Defendants, since they are not parties to the agreement to
3 arbitrate, which expressly excludes “third-parties.”

4 24. The Demand for Arbitration is premised on claims arising from two promissory
5 notes, dated December 20, 2006 and November 29, 2007 (the “Notes”), which were executed by the
6 Tribe and Upstream. True and correct copies of the December 20, 2006 and the November 29, 2007
7 notes are attached to Claimants’ Demand for Arbitration as Exhibits 2 and 3, respectively. *See* Exhs.
8 A-2 and A-3.

9 25. The Notes contain no arbitration clause, no forum-selection provision, and no
10 express waiver of tribal sovereign immunity. Nothing in the Notes purports to subject the Tribe to
11 private arbitration or to delegate questions of arbitrability or immunity to an arbitrator.

12 26. On December 3, 2025, the Tribe objected in writing to the Demand for Arbitration
13 on the grounds that the Tribe is immune from arbitration, that it never waived its sovereign
14 immunity, that no valid agreement to arbitrate exists with the Defendants, and that the alleged
15 arbitration agreement was never authorized under tribal law. The Tribe further objected that the
16 purported arbitration clause expressly excluded the Defendants, who have waived any right to
17 arbitrate, and that a later integrated agreement, expressly alleged by Defendants as a basis for their
18 claims, supersedes the Letter Agreement which contains the agreement to arbitrate on the
19 Arbitration is premised

20 27. Despite these objections, AAA continues to administer the arbitration, creating an
21 imminent and ongoing threat that the Tribe will be forced to defend itself in a forum that lacks
22 jurisdiction, all in derogation of its sovereign immunity.

23 28. On January 7, 2026, AAA issued a written determination responding to the Tribe’s
24 objections. AAA stated that its determination was limited solely to whether the Third-Party
25 Claimants had satisfied the AAA’s administrative filing requirements under its rules and that under
26 its rules, AAA arbitrators have the power to determine the extent of their own jurisdiction, as well
27 as the scope or validity of the arbitration agreement. AAA further stated that, absent agreement of
28 the parties or a court order staying the matter, it would proceed with administration of the arbitration

1 and would leave questions of jurisdiction and arbitrability to the arbitrator for determination. This
2 position confirms the necessity of judicial intervention to protect the Tribe’s sovereign immunity
3 and to prevent a private arbitral forum from exceeding its lawful authority.

4 29. On January 21, 2026, the Tribe filed with AAA a document entitled “Specially
5 Appearing Respondent Guidiville Rancheria of California’s Response Objecting to Claimants’
6 Demand for Arbitration, Arbitrability, and to the Exercise of Arbitral Jurisdiction” (“Response
7 Objecting to Arbitration”).

8 **FIRST CLAIM FOR RELIEF**

9 **(Declaratory Judgment – 28 U.S.C. § 2201)**

10 30. Plaintiff incorporates by reference the allegations of Paragraphs 1-29 of the
11 Complaint as though fully set forth herein.

12 31. An actual, present, and justiciable controversy exists between the Tribe and
13 Defendants as to whether the Tribe can be compelled to participate in arbitration; whether there was
14 a waiver of sovereign immunity; and whether the issues of sovereign immunity and arbitrability
15 may be determined by AAA.

16 32. As a matter of federal law, Indian tribes possess inherent sovereign immunity from
17 suit and from unconsented adjudicatory proceedings, including private arbitration. Tribal immunity
18 applies unless Congress has unequivocally abrogated that immunity or the tribe has clearly and
19 unmistakably waived it. (*Kiowa Tribe of Okla. v. Mfg. Techs., Inc.*, 523 U.S. 751 (1998).)

20 33. Waivers of tribal sovereign immunity must be express and unequivocal, and are
21 strictly construed in favor of the tribe. (*Santa Clara Pueblo v. Martinez*, 436 U.S. 49 (1978).)

22 34. The Tribe has not waived its sovereign immunity with respect to arbitration or to the
23 claims asserted in the Demand for Arbitration, nor has Congress abrogated the Tribe’s immunity
24 with respect to those claims.

25 35. The Tribe did not consent to delegate determinations regarding sovereign immunity,
26 arbitrability, or jurisdiction to AAA.

1 36. The Tribe did not agree to arbitrate claims with any of the Defendants, nor did it
2 waive its sovereign immunity such that AAA has jurisdiction to administer an arbitration of the
3 claims brought by the Third-Party Claimants.

4 37. Defendants' insistence that the Tribe is subject to its arbitration process, despite any
5 applicable waiver of sovereign immunity, violates federal law.

6 38. Defendants deny each of the foregoing positions taken by the Tribe as set forth in
7 Paragraphs 34-36 above.

8 39. By this action, the Tribe seeks a declaration that Defendants' prosecution of the
9 Arbitration against the Tribe violates the Tribe's sovereign immunity, that it is immune from the
10 AAA arbitration, that no valid waiver of sovereign immunity exists, and that AAA lacks jurisdiction
11 over the Tribe.

12 40. Tribe also seeks a declaration that questions concerning sovereign immunity, waiver,
13 and arbitrability must be decided by a federal court, the Tribe's own tribal court pursuant to federal
14 Indian law, a federal court, or, only if the tribal court and federal court decline to hear the matter, by
15 a California state court.

16 41. A judicial declaration on the issues of sovereign immunity, the validity and scope of
17 the agreement to arbitrate and AAA's jurisdiction to either determine arbitrability of the claims
18 asserted in the Arbitration or administer the Arbitration, and the proper forum for any determination
19 of arbitrability, is necessary and appropriate.

20 42. Pursuant to 28 U.S.C. § 2202, the Tribe also seeks an award of preliminary and
21 permanent injunctive relief restraining and enjoining Defendants from prosecuting the Arbitration
22 against the Tribe.

23 43. AAA has informed the parties that it will proceed with administration of the
24 Arbitration and will leave questions of jurisdiction, arbitrability, and sovereign immunity to an
25 arbitrator unless restrained by court order.

26 44. Defendants' continued prosecution of the Arbitration constitutes an ongoing
27 violation of federal law because it subjects the Tribe to a private adjudicatory forum absent a clear
28 and unequivocal waiver of sovereign immunity.

