UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
CIVIL MINUTES—GENERAL

Case No.	5:25-cv-01098-SSS-SPx	Date	March 4, 2026
Title	*Morongo Band of Mission Indians v. Gavin Newsom, et al.*		

Present: The Honorable	SUNSHINE S. SYKES, UNITED STATES DISTRICT JUDGE

Irene Vazquez	Not Reported
Deputy Clerk	Court Reporter
Attorney(s) Present for Plaintiff(s): None Present	Attorney(s) Present for Defendant(s): None Present

Proceedings: (IN CHAMBERS) ORDER GRANTING DEFENDANTS' MOTION TO DISMISS [DKT. NO. 13]

Before the Court is Defendants Gavin Newsom and the State of California's motion to dismiss. ["Motion," Dkt. No. 13]. The Court finds this matter appropriate for resolution without a hearing. *See* Fed. R. Civ. P. 78; L.R. 7-15. After considering the papers filed in support of and in opposition to the matter, the Court **GRANTS** the Motion.

I. BACKGROUND

On May 6, 2025, Plaintiff Morongo Band of Mission Indians ("Morongo") filed a lawsuit against Defendants Gavin Newsom and the State of California ("State"). ["Complaint," Dkt. No. 1]. The Complaint arises from a "class III gaming compact ("Compact") executed by [Morongo] and the State of California that took effect on January 22, 2018, when notice was published in the *Federal Register* by the U.S. Department of the Interior that the Compact was "considered to be approved . . . but only to the extent . . . consistent with [Indian Gaming Regulatory Act of 1988 ("IGRA")]." [*Id.* ¶ 1]. The Complaint alleges 17 claims, one for each provision that Morongo alleges is inconsistent with IGRA and *Chicken Ranch Rancheria v. California*, 42 F.4th 1024, 1034–36 (9th Cir. 2022)

("*Chicken Ranch*"), because they are not directly related to class III gaming activities. [*See generally id*.].

On June 27, 2025, the State filed the instant Motion. [Mot.] On July 3, 2025, Morongo opposed the Motion. ["Opp'n," Dkt. No. 15]. The State replied. ["Reply," Dkt. No. 16]. Upon further review, the Court ordered additional briefing on the ripeness of Morongo's claims. [Dkt. No. 22]. On November 14, 2025, the State filed a supplemental brief ["S. Supp. Br.," Dkt. No. 23] and a declaration by Matthew Lee, the State's Senior Advisor for Tribal Negotiations ["Lee Decl.," Dkt. No. 24]. On November 26, 2025, Morongo filed a supplemental brief ["M. Supp. Br.," Dkt. No. 25], and four declarations, including by Charles Martin, the Chairperson of Morongo ["Martin Decl.," Dkt. No. 25-1] and attached copies of letters exchanged between the parties ["M. Exs. 1–2," Dkt. No. 25-1 at 6–11][1].

II. LEGAL STANDARD

A motion to dismiss under Federal Rule of Civil Procedure 12(b)(6) tests the legal sufficiency of the claims in a complaint. *Navarro v. Block*, 250 F.3d 729, 732 (9th Cir. 2001). Dismissal of a claim is proper under Rule 12(b)(6) when a plaintiff "fails to state a cognizable legal theory or fails to allege sufficient factual support for its legal theories." *Caltex Plastics, Inc. v. Lockheed Martin Corp.*, 824 F.3d 1156, 1159 (9th Cir. 2016). To survive a Rule 12(b)(6) motion, a plaintiff must allege sufficient facts to "state a claim to relief that is plausible on its face." *Ashcroft v. Iqbal*, 556 U.S. 662, 663 (2009) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007)).

In analyzing a motion to dismiss, a court must accept as true all material factual allegations and draw all reasonable inferences in the non-moving party's

[1] A court may consider certain documents outside the pleadings when ruling on a motion to dismiss. *Lee v. City of Los Angeles*, 250 F.3d 668, 688–689 (9th Cir. 2001). Among these are: "(a) documents that are properly submitted as part of the complaint; (b) documents upon which plaintiff's complaint necessarily relies and whose authenticity is not contested; and (c) matters of public record of which the court may take judicial notice under Rule 201 of the Federal Rules of Evidence." *Van Ryzin v. CitiMortgage, Inc.*, No. CV 13-00086 PSG (OPx), 2013 WL 1206807, at *2 (C.D. Cal. Mar. 22, 2013) (citing *Lee*, 250 F.3d at 688–689). Here, because Morongo references and relies on the letters in the Complaint [*see* Compl. ¶ 16], the Court considers them in its analysis.

favor. *Doe v. United States*, 419 F.3d 1058, 1062 (9th Cir. 2005). A court need not accept, however, "a legal conclusion couched as a factual allegation." *Papasan v. Allain*, 478 U.S. 265, 286 (1986). When reviewing a Rule 12(b)(6) motion, a court must consider the complaint in its entirety and any attached documents, documents incorporated by reference, or matters of which a court may take judicial notice. *Tellabs, Inc. v. Makor Issues & Rights, Ltd.*, 551 U.S. 308, 322 (2007). If a complaint fails to state a plausible claim, a court should freely grant leave to amend under Federal Rule of Civil Procedure 15(a)(2) even if such a request was not made, unless amendment would be futile. *Watison v. Carter*, 668 F.3d 1108, 1117 (9th Cir. 2012).

III. DISCUSSION

The State argues that Morongo's claims should be dismissed because: (1) the claims are barred by sovereign immunity; (2) the Compact definitions at issue cannot be severed from the Compact; and (3) some of the contested provisions are consistent with IGRA. [*See generally* Mot.] However, since Morongo seeks declaratory relief, the Court must first determine whether Article III's case or controversy is satisfied. *Principal Life Ins. Co. v. Robinson*, 394 F.3d 665, 669 (9th Cir. 2005). Because the Court finds that there is an issue of justiciability under Article III, it grants the State's Motion on that basis.

The Declaratory Judgment Act states that "[i]n a case of actual controversy within its jurisdiction . . . any court of the United States, upon the filing of an appropriate pleading, may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought." 28 U.S.C. § 2201(a). "The requirement that a case or controversy exist under the Declaratory Judgment Act is 'identical to Article III's constitutional case or controversy requirement'" such that "[i]f a case is not ripe for review, then there is no case or controversy, and the court lacks subject-matter jurisdiction." *Principal*, 394 F.3d at 669. To present a justiciable case or controversy, a claim must be ripe for review. *Id*. "[T]he appropriate standard for determining ripeness of private party contract disputes is the traditional ripeness standard, namely, whether 'there is a substantial controversy, between parties having adverse legal interests, of sufficient immediacy and reality to warrant the issuance of a declaratory judgment.'" *Id*. at 671 (*quoting Maryland Cas. Co. v. Pac. Coal & Oil Co.*, 312 U.S. 270, 273 (1941)). Further, "[f]or a case to be ripe, it must present issues that are 'definite and concrete, not hypothetical or abstract.'" *Bishop Paiute Tribe v. Inyo Cnty.*, 863 F.3d 1144, 1153 (9th Cir. 2017) (quoting *Thomas v. Anchorage Equal Rts. Comm'n*, 220 F.3d 1134, 1139 (9th Cir. 2000)). "Because

'sorting out where standing ends and ripeness begins is not an easy task, . . . 'constitutional ripeness is often treated under the rubric of standing because 'ripeness coincides squarely with standing's injury in fact prong,'" *Clark v. City of Seattle*, 899 F.3d 802, 809 (9th Cir. 2018) (first quoting *Thomas*, 220 F.3d at 1138; then quoting *Bishop Paiute Tribe*, 863 F.3d at 1153). Thus, the "controversy" alleged by a plaintiff must be "definite and concrete, touching the legal relations of parties having adverse legal interests," such that the dispute is "real and substantial" and "admits of specific relief through a decree of a conclusive character, as distinguished from an opinion advising what the law would be upon a hypothetical state of facts." *MedImmune, Inc. v. Genentech, Inc.*, 549 U.S. 118, 127 (2007).

District courts in the Ninth Circuit apply two guiding principles to questions of standing when declaratory relief is sought in a contract dispute. *See Eller v. Automatic Data Processing, Inc.*, No. 23-CV-0943-BAS-AHG, 2023 WL 3829723, at *3 (S.D. Cal. June 5, 2023); *Wood v. NewBridge Res. Grp., LLC*, No. 220-cv-10865-VAP-AGRx, 2021 WL 4803494, at *4 (C.D. Cal. Mar. 11, 2021). First, there are ripeness concerns with respect to declaratory relief "when conduct that allegedly violates a contractual provision has not yet been undertaken or when any injury from actual or potential breaches has yet to materialize." *Golden v. California Emergency Physicians Med. Grp.*, 782 F.3d 1083, 1087 (9th Cir. 2015); *see also Alcoa, Inc. v. Bonneville Power Admin.*, 698 F.3d 774, 793 (9th Cir. 2012) (stating that "a claim is not ripe for adjudication if it rests upon 'contingent future events that may not occur as anticipated, or indeed may not occur at all'") (quoting *Texas v. United States*, 523 U.S. 296, 300 (1998)). Second, where the defendant has no intention of enforcing the contested provisions, courts have found that claims for declaratory relief are unripe. *See Mintz v. Mark Bartelstein & Assocs. Inc.*, 906 F. Supp. 2d 1017, 1028 (C.D. Cal. 2012) (finding plaintiff failed to meet its burden of demonstrating an actual controversy where there was "no evidence that Defendants have attempted, in this litigation or any other litigation, to enforce" the contested clause); *Baerg v. KollegeTown*, No. SACV190929DOCFFM, 2019 WL 4570038, at *2 (C.D. Cal. July 23, 2019) (finding plaintiff was not likely to succeed on the merits of his claim that provisions of his employment contract were void under California law where "Defendants ma[de] clear that they have not taken any steps to enforce, nor have any intention to enforce, the [agreement]"); *cf. Spokane Indian Tribe v. United States*, 972 F.2d 1090, 1092 (9th Cir. 1992) (finding a controversy existed for declaratory relief where a letter from the government referenced "the violation of state and federal law and the power to confiscate and destroy the gaming devices" such that the tribe had "a reasonable apprehension" that it would be subject to government enforcement).

The facts alleged in Morongo's Complaint, and the arguments in the supplement briefing, do not demonstrate an actual controversy between Morongo and the State.

First, pursuant to *Chicken Ranch*, 42 F.4th 1024, the State has disavowed enforcement of the challenged Compact provisions either in whole as to Counts 10 (environmental review) and 17 (child and spousal support), or in relevant part as to Counts 2 (definition of "Gaming Facility") and 14 (tort provisions). [S. Supp. Br. at 6]. Accordingly, the Court finds that there is no "definite and concrete" dispute between the parties with respect to Counts 2, 10, 14, and 17. *Thomas*, 220 F.3d at 1139.

Second, the Court addresses Morongo's argument that the U.S. Supreme Court's decision in *MedImmune* is instructive and compels a finding of a case or controversy under the instant circumstances. [*See* M. Supp. Br. at 12–16].

In *MedImmune*, the parties entered into a patent license agreement. 549 U.S. at 121. Pursuant to the agreement, petitioner could make and sell licensed products, so long as petitioner paid respondent royalties. *Id*. Years later, respondent sent a letter to petitioner claiming that one of petitioner's products was covered under the agreement, and thus owed royalties to respondent. *Id*. However, petitioner "did not think royalties were owing, believing that the [relevant] patent was invalid and unenforceable." *MedImmune*, 549 U.S. at 121–22. "Nevertheless, petitioner considered the letter to be a clear threat to enforce the . . . patent, terminate the 1997 license agreement, and sue for patent infringement if petitioner did not make royalty payments as demanded." *Id*. at 122. Should respondent prevail on its infringement claim, petitioner could have been "ordered to pay treble damages and attorney's fees, and could be enjoined from selling . . . a product [which accounted] for more than 80 percent of its revenue from sales since 1999." *Id*. Thus, "[u]nwilling to risk such serious consequences, petitioner paid the demanded royalties 'under protest and with reservation of all of [its] rights.'" *Id*. (alteration in original). Petitioner then filed a declaratory judgment action against respondent seeking a determination that the underlying patent was invalid, unenforceable, or not infringed. *Id*. at 121–22. Considering the foregoing circumstances, the Supreme Court held there was a justiciable controversy. *Id*. at 137.

Like the parties in *MedImmune*, the State and Morongo are parties to an agreement—the 2018 Compact. However, unlike in *MedImmune*, where respondent had taken action to enforce its patent agreement, no such action has

been taken by the State in this instance. In *MedImmune*, petitioner was "coerced by threatened enforcement action" into avoiding injury (consequences of not paying royalties). 549 U.S. at 130. Here, there is no similar coercive enforcement action by the State. Instead, Morongo points to language in the 2018 Compact regarding what constitutes a material breach and the potential disastrous consequences for Morongo should it breach the Compact. [*See* M. Supp. Br. at 11–16]; Compact §§ 4.4(d), 5.2(e)]. Morongo does not cite any cases supporting the proposition that language in a contract detailing the penalties for a material breach is sufficient to establish a case of controversy under Article III.

Additionally, in arguing this case is like *MedImmune*, Morongo cites letters from the State to demonstrate that it coerced Morongo into seeking relief by threatening "enforcement action." However, the letters do not make evident that the State has threatened or even intends to threaten enforcement action. [*See* M. Exs. 1, 2]. On the contrary, in each letter, the State reiterates its commitment to working with Morongo and resolving disputes. [*See id*.]. Therefore, when the Court examines the factual allegations in Morongo's Complaint and supplemental briefing, the Court does not discern an actual case or controversy between the parties because Morongo—the would-be breaching party has not actually breached the Compact, and the State has not threatened enforcement action against Morongo. *See Golden*, 782 F.3d at 1087 ("[D]eclaratory-judgment suits raise ripeness concerns—in a typical context—when conduct that allegedly violates a contractual provision has not yet been undertaken or when any injury from actual or potential breaches has yet to materialize."); *see also Mintz*, 906 F. Supp. 2d at 1028.

Lastly, with respect to the remaining claims in the Complaint, the Court agrees with the State that they are not ripe because they are too abstract and hypothetical. For example, Count 1 of the Complaint contests the validity of the definition of "Gaming Employee" in the Compact. [*See* Compl. ¶ 19]. Morongo argues the definition is overly inclusive of employees because it "encompasses employees whose duties are unrelated to the operation or regulation of class III gaming activities and thereby goes beyond the list of permissible topics of negotiation under IGRA." [*Id*.] Although not clear from Morongo's allegations in the Complaint, this definition is relevant to Morongo's potential liability as the Compact directs Morongo, as allowed under IGRA, to handle tort claims against "Gaming Employees" in a certain manner. [*See* S. Supp. Br. at 10; M. Supp. Br. at 10]. In contrast, IGRA does not allow the State to impose procedures for handling tort claims on Morongo for non-"Gaming Employees". [*Id.*].

The State asserts that Morongo "has not identified any real-world examples of employees who require licensing as a matter of federal or tribal gaming law, who nevertheless are not directly connected to gaming." [S. Supp. Br. at 10]. In response, Morongo states that 46% of all tort claims in the last three years have arisen in the Morongo Casino Resort Spa, which, as argued by Morongo, does not encompass employees whose duties are related to class III gaming activities. [M. Supp. Br. at 10]. However, Morongo undermines its arguments by stating that even though the "Compact obligates Morongo to process" such tort actions "like any other claim," absent the Compact, Morongo would still "fairly address such claims as a matter of good governance and good business[.]" [*Id*.]. Based on the allegations and representations made by Morongo, it is unclear to the Court why any future disputes arising from an employee's status could not be resolved between the parties or how any future disagreements would injure Morongo. The lack of clarity regarding Morongo's claim stems from the fact that "it rests upon 'contingent future events that may not occur as anticipated, or indeed may not occur at all." *Texas v. United States*, 523 U.S. 296, 300 (1998) (citation omitted).

Moreover, the Court need not detail how each remaining claim would require the Court to rule on hypothetical situations. The entirety of Morongo's Complaint is "based solely on harms stemming from events that have not yet occurred, and may never occur," *Alcoa, Inc.*, 698 F.3d at 793, and therefore, Morongo has not "suffered an injury that is concrete and particularized enough to survive the standing/ripeness inquiry," *Bova v. City of Medford*, 564 F.3d 1093, 1096–97 (9th Cir. 2009).

Morongo has the burden of demonstrating subject-matter jurisdiction, including a justiciable controversy, but it does not meet that burden. Thus, the Court **GRANTS** the State's motion to dismiss for lack of standing and **DISMISSES** the Complaint with leave to amend.

Based on the Court's review of Morongo's supplemental briefing, the standing defects of the Complaint may be cured with amendment. *Watison*, 668 F.3d at 1117. Specifically, for each claim, Morongo must allege an injury that is "actual or imminent," and a causal connection between the injury and the State's conduct, such that the injury is "fairly traceable" to the State's actions or inactions. *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560–61 (1992). At present, the Complaint contains vague allegations that certain provisions are unlawful under IGRA and *Chicken Ranch*, but fails to allege the specific injuries arising from the purported unlawfulness. Morongo must "be able to show not only that the [Compact's contested provisions are] invalid, but that [it] has sustained or is

immediately in danger of sustaining some direct injury as a result of its enforcement" by the State. *Commonwealth of Massachusetts v. Mellon*, 262 U.S. 447, 488 (1923). At this stage, "general factual allegations of injury resulting from [the State's] conduct may suffice[.]" *Lujan*, 504 U.S. at 561.

IV. CONCLUSION

For the aforementioned reasons, the Court **GRANTS** the Motion and **DISMISSES** Morongo's Complaint with leave to amend. **Morongo shall file an amended complaint by March 20, 2026**. Morongo is further instructed to include as an exhibit a redlined version of the amended complaint reflecting all changes made. Failure to comply with this order could result in sanctions, including dismissal of the action with prejudice.

IT IS SO ORDERED.