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7 **UNITED STATES DISTRICT COURT**

8 **CENTRAL DISTRICT OF CALIFORNIA- EASTERN DISTRICT**

9
10 In the Matter of:
11 WILLIAM ULYSSES McGLAMARY,
II,
12
13 Plaintiff,
14 vs.

15 D&L REAL ESTATE ENTERPRISES,
16 LLC and Danlon, Inc.
17 Defendants.
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19
20

Case No. 5:25-cv-01411 JGB (SHKx)
**NOTICE OF MOTION AND
MOTION TO REMAND;
MEMORANDUM OF POINTS
AND AUTHORITIES IN
SUPPORT THEREOF**

Date: April 27, 2026
Time: 9:00 a.m.
Dept: 1
Honorable: Jesus G. Bernal

21 **PLEASE TAKE NOTICE THAT** on April 27, 2026 at 9:00 a.m. , or as soon thereafter
22 as this matter may be heard, in Courtroom 1, located at 3470 Twelfth Street Riverside, CA
23 92501-3801, Plaintiff WILLIAM ULYSSES McGLAMARY, II (McGlamary) will move the
24 court for an order, pursuant to 28 U.S.C. 1447(c), remanding this action to the Superior Court in
25 and for the County of Riverside.

26 Plaintiff moves for an order remanding this action on the following grounds:

- 27 1.) Lack of Subject Matter Jurisdiction: This Court lacks subject matter jurisdiction
under 28 U.S.C 1447.
28 2) Violation of the Well-Pleaded Complaint Rule: Plaintiff’s action is a state-law

1 proceeding for the recognition and enforcement of a foreign judgment (Comity). Defendant's
2 status as a "non-Native American lessee" is a federal defense, which cannot serve as the basis for
3 removal under *Caterpillar Inc. v. Williams*, 482 U.S. 386 (1987).


4 3) Limited Scope of Comity Review: A state court's review of a tribal judgment is
5 limited to the procedural validity and jurisdictional authority of the issuing court. Such a narrow
6 review does not require the adjudication of federal land title, federal statutes or federal (Bureau
7 of Indian Affairs) regulations.

8 4) Exhaustion of Remedies: The Defendant is improperly attempting to use removal to
9 seek de novo review of a Tribal Court judgment entered by default without having exhausted its
10 own remedies in the Tribal Court. ¹

11 5) Attorney Fees: Pursuant to 28 U.S.C. § 1447(c), Plaintiff requests an award of
12 attorney fees incurred due to this objectively unreasonable removal.

13 This Motion is based on this Notice of Motion, the accompanying Motion to Dismiss and
14 Memorandum of Points and Authorities, the pleadings and records on file in this matter, and
15 upon such further evidence or argument as may be presented at the hearing.

16
17 Dated: March 10, 2026

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19 _____
20 David Earl Jacobs, Attorney for Plaintiff
21 William Ulysses McGlamary, II

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28 ¹ The Defendants have a colorable claim to set aside their default due to attorney fault.

MEMORANDUM OF POINTS AND AUTHORITIES

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. STATEMENT OF RELEVANT FACTS**

3 The Parties and the Lease

4 1. Plaintiff, William Ulysses McGlamary, II, is a member of the Agua Caliente Band of
5 Cahuilla Indians ("ACBCI") and a tribal allottee. Defendants D&L Real Estate Enterprises, LLC
6 and Danlon, Inc. ("Defendants") are the current lessees of Plaintiff's allotted trust land under
7 Business Lease No. PSL-360.

8 History of Default and Exhaustion of Remedies

9 2. Following years of rental and tax delinquencies, two unsuccessful bankruptcy filings by
10 Defendants (Case Nos. 6:22-bk-12412 and 6:24-bk-12741), and the rejection of the lease by the
11 Bankruptcy Court, Plaintiff sought relief in the ACBCI Tribal Court. On March 21, 2025,
12 Plaintiff filed a Verified Complaint for Unlawful Detainer in the ACBCI Tribal Court.

13 The Tribal Court Judgment

14 3. Defendants appeared in the Tribal Court action but failed to retain counsel, purportedly
15 "on advice of counsel.". On April 28, 2025, the ACBCI Tribal Court entered a final Judgment in
16 Unlawful Detainer, restoring possession of the premises to Plaintiff and awarding monetary
17 damages in the amount of \$616,494. Defendants did not seek relief from default within the Tribal
18 Court system, and have thereby failed to exhausting their tribal court remedies.

19 The State Court Comity Action

20 4. On May 9, 2025, Plaintiff filed a Request for Comity; Application for Recognition and
21 Enforcement of Tribal Court Judgment in Riverside County Superior Court. This application did
22 not seek to litigate the underlying lease or federal allotment rights, but rather sought the
23 ministerial recognition of the existing Tribal Judgment and the issuance of a Writ of Possession
24 under California's standards for comity.

25 Removal to Federal Court

26 5. On June 13, 2025, Defendants removed the state court enforcement proceeding to this
27 Court. Defendants' Notice of Removal asserts federal question jurisdiction under 28 U.S.C. §
28 1331, incorrectly characterizing a post-judgment enforcement action as a substantive dispute over

1 federal allotment land.

2

3 **II FEDERAL QUESTION JURISDICTION**

4 “If at any time before final judgment it appears that the district court lacks subject matter
5 jurisdiction, the case shall be remanded.” 28 U.S.C. § 1447(c)

6 The cases that a federal court may decide are limited to those authorized by the
7 Constitution and federal statutes and are “not to be expanded by judicial decree.” *Kokkonen v.*
8 *Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 377, 114 S.Ct. 1673, 128 L.Ed.2d 391 (1994). We
9 are to “presume[] that a cause lies outside this limited jurisdiction, and the burden of
10 establishing the contrary rests upon the party asserting jurisdiction.” *Id.* (citations omitted); see
11 also *Stock W., Inc. v. Confederated Tribes of the Colville Reservation*, 873 F.2d 1221, 1225 (9th
12 Cir. 1989)” Cited by *Coeur d’Alene Tribe v. Hawks*, 933 F.3d 1052, 1053 (9th Cir. 2019).

13 In granting the Motion to Dismiss filed by the Coeur D’Alene Tribe in an action brought
14 by Stimson Lumber Company concerning breach of contract arising out of a lease on tribal land,
15 the United States District Court, District of Idaho said: “The mere fact that an Indian tribe or
16 individual is party to a case does not create federal question jurisdiction. *Newtok Vill. v. Patrick*,
17 21 F.4th 608, 616 (9th Cir. 2021). “Nor is there any general federal common law of Indian
18 affairs.”

19 The Ninth Circuit has held that “federal common law does not cover all contracts entered
20 into by Indian tribes because that might open the doors to the federal courts becoming ‘a small
21 claims court for all such disputes.’ ” *Id.* (quoting *Gila River Indian Cmty. v. Henningson,*
22 *Durham & Richardson*, 626 F.2d 708, 714–15 (9th Cir. 1980)) . . . (and). . . [s]uits for breach of
23 contract do not, as a rule, entail a federal question.” *Kokkonen*, 511 U.S. at 381. *Stimson Lumber*
24 *Co. v. Coeur d’Alene Tribe*, No. 2:22-CV-00367-DCN, 2023 WL 2354888, at 2 (D. Idaho Mar. 2,
25 2023)

26

27 **III. WELL PLEADED COMPLAINT RULE**

28 The Supreme Court has “long held that ‘(t)he presence or absence of federal-question

1 jurisdiction is governed by the ‘well-pleaded complaint rule,’ which provides that federal
2 jurisdiction exists only when a federal question is presented on the face of the plaintiff’s properly
3 pleaded complaint” *In re Briar Building Houston LLC*, 649 B.R. 719 (2023) An action arises
4 under federal law only if federal law “creates the cause of action” or “a substantial question of
5 federal law is a necessary element” of a plaintiff’s well-pleaded complaint. *Morongo Band of*
6 *Mission Indians v. Cal. State Bd. of Equalization*, 858 F.2d 1376, 1383 (9th Cir. 1988). “This
7 means that a plaintiff may not establish federal jurisdiction by asserting in its complaint that the
8 defendant will raise a federal-law defense to the plaintiff’s claim, or by including in its complaint
9 allegations of federal-law questions that are not essential to its claim.”

10
11 **IV. THE STATE COURT RETAINS JURISDICTION OVER THE ENFORCEMENT**
12 **OF TRIBAL JUDGMENTS VIA COMITY**

13 The recognition of tribal judgments is governed by principles of comity and respect for
14 tribal self-government. Both state and federal courts apply nearly identical standards for the
15 enforcement of tribal judgments. In California, this process is informed by the seminal Ninth
16 Circuit decision in *Wilson v. Marchington*, 127 F.3d 805 (9th Cir. 1997). Under these standards,
17 a court must recognize a tribal judgment unless the tribal court lacked jurisdiction or the
18 defendant was denied due process. *Id.* at 810. Discretionary non-recognition is reserved for
19 limited equitable grounds, such as fraud or violations of public policy. *Id.*

20 California has formally embraced the *Wilson* standard, clarifying that tribal judgments are
21 recognized via comity rather than the Full Faith and Credit Clause. Jud. Council of Cal.,
22 Enforcement Issues: Recognition and Enforcement of Tribal Court Judgments 2 (Aug. 2024).
23 While money judgments may fall under the Uniform Foreign-Country Money Judgments
24 Recognition Act, broader comity principles govern general tribal judgments in California. See
25 *AO Alfa-Bank v. Yakovlev*, 21 Cal. App. 5th 189 (2018).

26 Federal courts have long recognized that the “development of tribal court systems is a
27 critical component of tribal self-government, one which courts have encouraged.” *Montana v.*
28 *Gilham*, 133 F.3d 1133, 1140 (9th Cir. 1998); see also *Iowa Mut. Ins. Co. v. LaPlante*, 480 U.S.

1 9, 14–15 (1987) (“Tribal courts play a vital role in tribal self-government, and the Federal
2 Government has consistently encouraged their development.”). The dignity accorded to these
3 decisions weighs heavily in favor of comity.

4 Defendants’ assertion that this dispute "squarely raises a federal question" regarding land
5 possession is a mischaracterization of settled law. The Ninth Circuit has explicitly held that tribal
6 courts possess subject matter jurisdiction over eviction actions involving non-Indian lessees who
7 entered into consensual relationships with tribes through leases of tribal land. *Water Wheel Camp*
8 *Recreational Area, Inc. v. LaRance*, 642 F.3d 802, 811 (9th Cir. 2011). In *Water Wheel*, the court
9 confirmed that a tribe’s inherent authority to exclude non-Indians from tribal land includes the
10 power to regulate them through eviction proceedings. *Id.* Because the ACBCI Tribal Court
11 exercised valid jurisdiction over the unlawful detainer action, its resulting judgment is a final
12 determination of the right to possession entitled to recognition.

13
14 **V. EXHAUSTION OF REMEDIES DOCTRINE MANDATES REMAND**

15 Exhaustion of tribal remedies is a mandatory prerequisite to a federal court's exercise of
16 its jurisdiction. *Iowa Mut. Ins. Co. v. LaPlante*, 480 U.S. 9, 15 (1987); *Crow Tribal Council v.*
17 *Miles City*, 940 F.2d 1239, 1245 n.3 (9th Cir. 1991). Federal policy requires that tribal courts be
18 afforded the first opportunity to evaluate the factual and legal bases for their own jurisdiction. *Id.*
19 at 16; *Nat'l Farmers Union Ins. Cos. v. Crow Tribe of Indians*, 471 U.S. 845, 856–57 (1985).
20 This deference supports tribal self-governance and promotes judicial economy by allowing the
21 forum whose jurisdiction is challenged to develop a full factual record. *Nat'l Farmers*, 471 U.S.
22 at 856. Consequently, federal courts "should not even make a ruling on tribal court jurisdiction...
23 until tribal remedies are exhausted." *Stock West, Inc. v. Confederated Tribes of the Colville*
24 *Reservation*, 873 F.2d 1221, 1228 (9th Cir. 1989).

25 The Ninth Circuit recognizes only four narrow exceptions to this requirement: (1) where
26 the assertion of tribal jurisdiction is motivated by bad faith or a desire to harass; (2) where the
27 action is patently violative of express jurisdictional prohibitions; (3) where exhaustion would be
28 futile due to a lack of adequate opportunity to challenge the court’s jurisdiction; or (4) where it is

1 plain that no federal grant provides for tribal governance of nonmembers' conduct on land
2 covered by Montana's main rule. *Grand Canyon Skywalk Dev., LLC v. 'Sa' Nyu Wa Inc.*, 715
3 F.3d 1196, 1200 (9th Cir. 2013).

4 The futility exception is applied narrowly and reserved for "only the most extreme cases,"
5 such as where there is no functioning tribal court or where extreme delays render remedies
6 illusory. *Id.* at 1203; *Krempel v. Prairie Island Indian Cmty.*, 125 F.3d 621, 622 (8th Cir. 1997).
7 Here, Defendants cannot claim futility based on the ACBCI Tribal Court's decision to strike their
8 pro se filings. It is a well-settled principle of both federal and tribal law that a corporation may
9 appear in court only through licensed counsel. *Rowland v. Cal. Men's Colony*, 506 U.S. 194,
10 201-02 (1993). The Tribal Court's adherence to this standard procedural rule does not constitute
11 a "lack of opportunity" to challenge jurisdiction; rather, it reflects Defendants' own failure to
12 properly invoke the tribal court's processes.

13 Having failed to file a valid answer through counsel or move to set aside the resulting
14 default judgment within the tribal system, Defendants bypassed the jurisdictional review federal
15 law mandates. They may not now seek "collateral review" via removal to circumvent their own
16 procedural failures. See *Allstate Indem. Co. v. Stump*, 191 F.3d 1071, 1073 (9th Cir. 1999).

18 **VI. THE DEFENDANTS' JURISDICTIONAL THEORIES**

19 The Defendants' Notice of Removal rests on three flawed contentions:

20 A. The "Tribal Judgment" Theory: Relying on *Coeur d'Alene Tribe v. Hawks*, Defendants
21 argue that enforcing a tribal court judgment against a non-member inherently raises a substantial
22 federal question.

23 B. The "Possessory Interest" Theory: Citing *Oneida Indian Nation v. County of Oneida*,
24 Defendants contend that because the property is Indian trust land, state courts are categorically
25 precluded from adjudicating possession.

26 C. The "Administrative Oversight" Theory: Defendants assert that because the lease was
27 approved by the Bureau of Indian Affairs ("BIA") pursuant to 25 U.S.C. § 415, the regulatory
28 framework confers federal jurisdiction.

1 **VII. THE MISAPPLICATION OF *COEUR D'ALENE TRIBE V. HAWKS***

2 Defendants cite *Coeur d'Alene Tribe v. Hawks*, 933 F.3d 1052 (9th Cir. 2019), for the
3 proposition that enforcing tribal judgments involves a "substantial issue of federal law." (Notice
4 of Removal ¶ 4.) This is a misreading of a narrow holding. In *Hawks*, a "substantial federal
5 issue" existed only because the Tribe itself sought to compel a non-member to submit to its
6 jurisdiction. *Id.* at 1054–55.

7 The Ninth Circuit reaffirmed the general rule that "a suit to domesticate a tribal judgment
8 does not state a claim under federal law." *Id.* at 1054. Recognition is a matter of comity, not a
9 federal question. *Id.* Unlike *Hawks*, which addressed the outer limits of tribal power over
10 non-consenting parties, the Defendants here voluntarily entered into a consensual lease on tribal
11 land. Under *Water Wheel Camp Recreational Area, Inc. v. LaRance*, tribal jurisdiction over such
12 eviction actions is well-settled. 642 F.3d 802, 812 (9th Cir. 2011). Because jurisdiction is
13 established by a consensual relationship, no substantial federal question remains.

14
15 **VIII. POSSESSORY CLAIMS VS. ENTITLEMENT TO ALLOTMENT**

16 Defendants erroneously invoke the Indian Allotment Act, 25 U.S.C. § 345, to argue for
17 "exclusive" federal jurisdiction. (Notice of Removal ¶ 5.) Section 345 is a specialized grant
18 allowing Indians to sue the United States to protect ownership title or the original right to an
19 allotment; it has no application to an unlawful detainer action based on a consensual lease.

20 The Ninth Circuit has clarified that Section 345 does not extend to "everyday disputes
21 over lease arrangements." *All Mission Indian Hous. Auth. v. Magante*, 526 F. Supp. 2d 1112,
22 1117 (S.D. Cal. 2007). The "right to possession" here was conferred by a private lease, not a
23 federal act or treaty. Once the ACBCI Tribal Court adjudicated that contractual right, any
24 colorable federal interest was exhausted. See *Water Wheel*, 642 F.3d at 812.

25
26 **IX. MISAPPLICATION OF THE *ONEIDA* DOCTRINE**

27 Defendants cite *Oneida Indian Nation v. County of Oneida*, 414 U.S. 661 (1974), to argue
28 that any claim involving trust land is governed by federal law. (Notice of Removal ¶ 7.) Oneida

1 is inapposite; it concerned "aboriginal title" and 18th-century treaties, not a modern commercial
2 lease. "Everyday disputes over lease arrangements" do not fall within federal jurisdiction simply
3 because the land is held in trust. *Magante*, 526 F. Supp. 2d at 1117.

4
5 **X. THE BIA DEFERENTIAL FRAMEWORK CONFIRMS LANDOWNER**
6 **AUTONOMY NOT OBTRUSIVE OVERSIGHT**

7 The Defendants' claim that BIA "oversight" (under 25 U.S.C. § 415) requires federal
8 intervention is belied by the BIA's own modern regulations. The 2012 BIA reforms—the
9 "bedrock" of modern leasing—specifically shifted control back to the tribal landowner.

10 Under 25 C.F.R. § 162.012, the BIA "will defer to the landowners' determination that the
11 lease is in their best interest, to the maximum extent possible." 77 Fed. Reg. 72,440, 72,447
12 (Dec. 5, 2012). This extends to management and control. Critically, 25 C.F.R. § 162.023
13 clarifies that "Indian landowners may pursue any available remedies under applicable law" to
14 recover possession in the event rent is not timely paid.

15 By providing that landowners may seek local remedies independently, the federal
16 government has confirmed that the BIA works for the Indian landowner, not the lessee, and that
17 these evictions are not "reserved exclusively" to federal courts.

18
19 **XI. THE PRIOR STATE COURT DISMISSAL FOR LACK OF JURISDICTION**
20 **DOES NOT BAR THIS COMITY ACTION**

21 Defendants argue that because the Riverside County Superior Court previously dismissed
22 Plaintiff's unlawful detainer action (Case No. UDPS23011189) for lack of subject matter
23 jurisdiction, the state court is "precluded" from hearing the current petition. This argument fails
24 because it conflates original jurisdiction to adjudicate a land dispute with recognition jurisdiction
25 to enforce a final tribal judgment.

26 The prior dismissal in *McGlamary v. D&L* was based on the state court's lack of original
27 jurisdiction to hear a new unlawful detainer claim involving tribal trust land. See *Boisclair v.*
28 *Superior Court*, 51 Cal.3d 1140 (1990). In that instance, the court correctly determined it could

1 not be the forum to first decide the right to possession.

2 The current action, however, is a Petition for Recognition and Enforcement of a Tribal
3 Court Judgment. The issue of possession has already been adjudicated by the ACBCI Tribal
4 Court—a forum with undisputed jurisdiction over its own members and consensual lessees.
5 *Water Wheel Camp Recreational Area, Inc. v. LaRance*, 642 F.3d 802 (9th Cir. 2011). Under
6 California’s comity principles, the state court is not being asked to "decide" a land dispute, but
7 rather to perform the ministerial task of enforcing a valid foreign judgment. Jud. Council of Cal.,
8 Enforcement Issues (Aug. 2024).

9 Collateral estoppel only bars the re-litigation of an identical issue that was actually and
10 necessarily decided in a prior proceeding. *Rancheria v. Martin*, No. C096097 (Cal. Ct. App.
11 2023). The "issue" in the first case was the state court's power to initiate an eviction. The "issue"
12 here is the state court's power to recognize a completed tribal judgment. These are distinct legal
13 questions; therefore, the prior dismissal has no preclusive effect on the current petition for
14 comity.

15
16 **XII. REQUEST FOR ATTORNEY FEES AND COSTS**

17 Pursuant to 28 U.S.C. § 1447(c), "[a]n order remanding the case may require payment of
18 just costs and any actual expenses, including attorney fees, incurred as a result of the removal."
19 The Supreme Court has held that attorney fees should be awarded under § 1447(c) where the
20 removing party lacked an "objectively reasonable basis for seeking removal." *Martin v. Franklin*
21 *Capital Corp.*, 546 U.S. 132, 141 (2005).

22 An award of fees is appropriate here because Defendants’ removal was objectively
23 unreasonable. Well-settled Ninth Circuit precedent establishes that "the recognition and
24 enforcement of a tribal judgment is a matter of comity, not a federal question." *Coeur d'Alene*
25 *Tribe v. Hawks*, 933 F.3d 1052, 1054 (9th Cir. 2019). Defendants ignored this clear authority,
26 instead attempting to manufacture federal jurisdiction by re-litigating the merits of a tribal
27 eviction through federal defenses—a tactic barred by the well-pleaded complaint rule. See
28 *Caterpillar Inc. v. Williams*, 482 U.S. 386, 392 (1987).

1 By removing this ministerial state court enforcement action, Defendants have
2 unnecessarily delayed the execution of a final judgment and forced Plaintiff to incur significant
3 legal expenses to restore this case to its proper forum. Because Defendants lacked any colorable
4 basis for removal under existing law, an award of attorney fees and costs is warranted to
5 compensate Plaintiff for the expenses resulting from this improper procedural maneuver.

6

7 **CONCLUSION AND PRAYER FOR RELIEF**

8 For the foregoing reasons, Defendants’ removal of this state-law comity action is both
9 procedurally defective and lacks a basis for federal subject matter jurisdiction. The enforcement
10 of a tribal judgment is a matter of comity, not a federal question, and the underlying dispute
11 involves a routine commercial lease rather than a substantial issue of federal law or title.
12 Defendants’ attempt to bypass the well-pleaded complaint rule by asserting federal defenses, and
13 their failure to exhaust tribal court remedies, further mandate remand.

14

15 **WHEREFORE**, Plaintiff William Ulysses McGlamary, II respectfully requests that this Court:

- 16 1. **GRANT** Plaintiff’s Motion to Remand and enter an order remanding this action to the
- 17 Superior Court of the State of California, County of Riverside;
- 18 2. **AWARD** Plaintiff his reasonable attorney fees and costs incurred as a result of the removal,
- 19 pursuant to 28 U.S.C. § 1447(c), on the grounds that Defendants lacked an objectively reasonable
- 20 basis for seeking removal; and

21 **GRANT** such other and further relief as the Court may deem just and proper.

22

23

Respectfully submitted,



24

25

26 Dated: March 10, 2026

David Earl Jacobs, Attorney for Plaintiff
William Ulysses McGlamary, II

27

28