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9 PICAYUNE RANCHERIA OF THE CHUKCHANSI
INDIANS

11 UNITED STATES DISTRICT COURT
12 EASTERN DISTRICT OF CALIFORNIA

14 PICAYUNE RANCHERIA OF THE
CHUKCHANSI INDIANS, a federally
15 recognized Indian tribe,

16 Plaintiff,

17 v.

18 THE CHAIR OF THE NATIONAL INDIAN
GAMING COMMISSION; UNITED STATES
19 NATIONAL INDIAN GAMING
COMMISSION; NORTH FORK
20 RANCHERIA OF MONO INDIANS, a
federally recognized Indian tribe; and DOES 1-
21 10,

22 Defendants.

23 STATION CASINOS LLC, a Nevada limited
24 liability corporation, and RED ROCK
RESORTS, INC., a Delaware corporation,

25 Nominal Defendants.
26

Case No.

**COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF**

1 Plaintiff Picayune Rancheria of the Chukchansi Indians (“Picayune”) brings this action to
2 resolve a controversy concerning unlawful tribal gaming on off-reservation lands located in Madera
3 County, California (“Madera Parcel”). Defendants are the North Fork Rancheria of Mono Indians
4 of California (“North Fork”), the United States National Indian Gaming Commission (“NIGC”),
5 and the NIGC’s Chair. Red Rock Resorts, Inc. and Station Casinos LLC (together, “Red Rock”)
6 are named as Nominal Defendants.

7 **THE CONTROVERSY**

8 1. This case arises from North Fork’s long-running efforts to develop a new casino in
9 California. In 2014, millions of California voters rejected North Fork’s proposed casino project.
10 North Fork sought to circumvent the effects of that democratic vote for more than a decade, but a
11 California appellate decision recently confirmed that North Fork lacks the state-law approval
12 necessary to operate its planned casino lawfully. Notwithstanding that decision, North Fork has
13 announced that it is proceeding with its casino project and plans to commence gaming activities in
14 the coming months. This lawsuit seeks to prevent that unlawful gaming before it starts, thereby
15 giving proper effect to the vote of the People of the State of California and the decisions of the
16 California courts on matters of state law.

17 2. As background, the Indian Gaming Regulatory Act (“IGRA”), 25 U.S.C. § 2701 *et*
18 *seq.*, generally bars gaming on any Indian lands acquired after 1988, subject to certain statutory
19 exceptions. One such exception, colloquially described as the “two-part determination,” authorizes
20 gaming if the Governor of the State in which the proposed gaming activities would take place
21 concurs in the determination by the Secretary of the Interior (“Secretary”) that gaming should be
22 allowed based on factors identified in the statute. 25 U.S.C. § 2719(b)(1)(A).

23 3. North Fork has long argued that it is entitled to carry out gaming under the two-part
24 determination, but the California Court of Appeal recently determined, in a published decision, that
25 the concurrence relied upon by North Fork never had any legal effect. *See Picayune Rancheria of*
26 *Chukchansi Indians v. North Fork Rancheria of Mono Indians*, 117 Cal.App.5th 91 (2025). North
27 Fork sought review of that decision, but the California Supreme Court denied review on April 1,
28

1 2026. The California courts have therefore conclusively established that North Fork lacks the state-
2 law approval necessary to operate its planned casino.

3 4. Despite the final judgment in the California courts, however, North Fork has
4 indicated that it plans to push forward with its casino project based on two purported authorizations
5 from federal agencies.

6 5. First, North Fork has relied on the NIGC’s 2024 approval of a Management Contract
7 between North Fork and its development partner, Red Rock. In effect, that Management Contract
8 purports to authorize Red Rock, a Las Vegas casino operator, to develop North Fork’s casino and
9 run day-to-day gambling on off-reservation lands. As explained below, however, NIGC’s approval
10 of the Management Contract was unlawful: NIGC could approve the Management Contract only
11 if North Fork is entitled to conduct gaming under IGRA, but North Fork lacks the state-law
12 concurrence necessary to make the planned gaming lawful—as the California courts’ recent
13 decisions make clear.

14 6. Second, North Fork has maintained that it is entitled to conduct class III gaming
15 under procedures issued in 2016 by the Secretary of the Interior (“Secretarial Procedures”). 25
16 U.S.C. § 2710(d)(7)(A)(ii). Those Secretarial Procedures, however, provide that North Fork may
17 conduct class III gaming only “on eligible Indian Lands held in trust for the Tribe . . . and on which
18 Class III Gaming may lawfully be conducted under IGRA.” North Fork cannot meet that
19 requirement because it lacks the necessary state-law concurrence. Picayune therefore seeks an
20 injunction enforcing the Secretarial Procedures and barring North Fork from proceeding with
21 unlawful gaming activities that would substantially harm Picayune and its members.

22 **PARTIES**

23 7. Picayune is a federally recognized Indian tribe located near Coarsegold, Madera
24 County, California. Picayune is the beneficial owner of the Picayune Rancheria in Madera County,
25 California. Picayune owns and operates the Chukchansi Gold Resort and Casino on its Rancheria
26 lands. Picayune conducts class III gaming at the Chukchansi Gold Resort and Casino in compliance
27 with IGRA.
28

1 8. Defendant North Fork is a federally recognized Indian tribe organized under the
2 provisions of the Indian Reorganization Act, 25 U.S.C. § 5123, under a written constitution that
3 has been approved by the Secretary, and which designates the North Fork Tribal Council as the
4 governing body of North Fork. North Fork is also the beneficial owner of the North Fork Rancheria
5 in Madera County, California. In March 2005, North Fork submitted a fee-to-trust application to
6 the Bureau of Indian Affairs within the U.S. Department of the Interior, requesting that the
7 Department take into trust a 305-acre parcel in Madera County (the Madera Parcel) for North Fork’s
8 benefit. The federal government took the Madera Parcel into trust in or around February 2013.
9 Picayune has proposed the development of a massive class III gaming and entertainment facility,
10 the North Fork Mono Casino & Resort (the “North Fork Project”), on the Madera Parcel.

11 9. Defendant NIGC is an independent federal agency within the Department of the
12 Interior, established and organized pursuant to IGRA. The NIGC has statutory enforcement powers
13 and responsibilities under IGRA to regulate tribal gaming activities. The Chair of the NIGC is the
14 chief executive officer of the NIGC and has powers and responsibilities under IGRA, including but
15 not limited to the power and responsibility to approve or disapprove management contracts for the
16 operation of gaming activities. The position of the Chair is currently vacant and therefore the true
17 names and capacities of Defendants DOES ONE through TEN are unknown to Picayune, and
18 Picayune will amend this complaint to allege such names and capacities once ascertained.

19 10. Nominal Defendant Station Casinos LLC is a Nevada limited liability company
20 established in 1976 that owns and operates seven major gaming facilities and 10 smaller casino
21 properties in the Las Vegas regional market. Station Casinos LLC has its principal offices located
22 at 1505 South Pavilion Center Drive, Las Vegas, Nevada 89135.

23 11. Nominal Defendant Red Rock Resorts, Inc. is a Delaware corporation formed in
24 2015 to manage and own an indirect equity interest in Station Casinos LLC. Red Rock Resorts,
25 Inc. owns all the outstanding voting interests in Station Casinos LLC, and has an indirect equity
26 interest in Station Casinos LLC through its ownership of limited liability interests in Station Holdco
27 LLC, which owns all of the economic interests in Station Casinos LLC. As of March 31, 2026,
28 Red Rock held 59% of the economic interests and 100% of the voting power in Station Holdco

1 LLC, and is designated as the sole managing member of both Station Casinos LLC and Station
2 Holdco LLC. Red Rock has its principal offices located at 1505 South Pavilion Center Drive, Las
3 Vegas, Nevada 89135.

4 12. On information and belief, Picayune alleges that either Station Casinos LLC or Red
5 Rock Resorts, Inc. (or both) is a party to the Management Contract at issue in this action.

6 JURISDICTION AND VENUE

7 13. This case presents federal questions under the laws of the United States, including
8 the Administrative Procedure Act (“APA”), 5 U.S.C. § 701 *et seq.*, and IGRA.

9 14. The Court has jurisdiction over this action under 28 U.S.C. § 1362, which grants
10 district courts original jurisdiction for all civil actions brought by any Indian tribe or band with a
11 governing body duly recognized by the Secretary, wherein the matter in controversy arises under
12 the Constitution, law, or treaties of the United States.

13 15. The Court has jurisdiction over Picayune’s claims against the NIGC and its Chair
14 under 28 U.S.C. § 1331, which “confer[s] jurisdiction on federal courts to review agency action.”
15 *Oryszak v. Sullivan*, 576 F.3d 522, 525 (D.C. Cir. 2009) (quoting *Califano v. Sanders*, 430 U.S. 99,
16 105 (1977)). Under the APA, the United States’ sovereign immunity does not bar the asserted
17 claims because Picayune seeks relief other than money damages. 5 U.S.C. § 702.

18 16. The NIGC’s approval of the Management Contract is a final agency action and may
19 be challenged in district court by way of an APA action. *See* 25 U.S.C. § 2714; 5 U.S.C. § 704.

20 17. An actual, justiciable controversy now exists between Picayune and the NIGC, and
21 the requested relief is proper under applicable law. 28 U.S.C. §§ 2201-2202; 5 U.S.C. § 706(2).

22 18. The Court has jurisdiction over the cause of action against North Fork under 25
23 U.S.C. § 2710, which confers jurisdiction on the federal district courts for “any cause of action
24 initiated by a State or Indian tribe to enjoin a class III gaming activity located on Indian lands and
25 conducted in violation of any Tribal-State compact.” 25 U.S.C. § 2710(d)(7)(A)(ii); *see Comanche*
26 *Nation v. Ware*, 174 F.4th 717, 728-29 (10th Cir. 2026). Because Tribal-State compacts are
27 “functionally equivalent” to Secretarial Procedures, jurisdiction extends to causes of actions arising
28 from violations of Secretarial Procedures. *Blue Lake Rancheria v. Kalshi Inc.*, 2025 WL 3141202

1 at *5 (N.D. Cal. Nov. 10, 2025); *Stand Up for California! v. U.S. Dept. of the Interior*, 959 F.3d
2 1154, 1160 (9th Cir. 2020).

3 19. Congress’s enactment of 25 U.S.C. § 2710(d)(7)(A)(ii) “partially abrogate[d] tribal
4 sovereign immunity,” allowing this court to exercise jurisdiction over North Fork. *Michigan v. Bay*
5 *Mills Indian Cmty.*, 572 U.S. 782, 791 (2014).

6 20. Venue is proper in this district under 28 U.S.C. § 1391(b) and (e) because a
7 substantial part of the events or omissions giving rise to Picayune’s claims occurred in Madera
8 County, and a substantial part of the property that is the subject of this action is situated in Madera
9 County. Pursuant to Local Rule 120(d), this action is being commenced in the Court’s Fresno
10 Division.

11 STANDING

12 21. Picayune conducts lawful gaming activities at its Chukchansi Gold Resort and
13 Casino and would face competition and not be able to govern itself effectively on its Picayune
14 Rancheria (“Reservation”) if North Fork’s planned unlawful gaming occurs.

15 22. Picayune members live in or around Madera County, California, and depend on
16 gaming revenues for essential services.

17 23. IGRA “provide[s] a statutory basis for the operation of gaming by Indian tribes as a
18 means of promoting tribal economic development, self-sufficiency, and strong tribal governments,”
19 and is intended for the benefit of all Indian tribes, including Picayune. 25 U.S.C. § 2702. Picayune
20 has a legally protected interest in the conduct of lawful gaming activities on its Indian lands because
21 those activities are authorized by and conducted in accordance with IGRA.

22 24. Picayune has a legally protected interest in, and relies on the NIGC’s proper
23 fulfillment of, the NIGC’s statutory obligations to authorize Indian tribes to conduct lawful gaming
24 activities only in accordance with IGRA.

25 25. Picayune’s legally protected interest in its lawful gaming at its Chukchansi Gold
26 Resort and Casino has been injured by the unlawful approval of the Management Contract by the
27 Chair, and by North Fork’s and Red Rock’s reliance on the Chair’s unlawful approval of the
28 Management Contract to develop a casino and resort facility that would compete with the lawful

1 gaming Picayune offers. If North Fork and Red Rock are allowed to conduct illegal gaming on the
2 Madera Parcel pursuant to the North Fork Project, Picayune’s gaming revenue from its Chukchansi
3 Gold Resort and Casino will be substantially reduced, preventing Picayune from providing essential
4 governmental programs, benefits, and services to its members, and interfering with the ability of
5 Picayune to govern itself under its own laws on the Reservation.

6 26. Picayune’s legally protected interest in its lawful gaming also faces imminent injury
7 from unlawful gaming on the Madera Parcel. North Fork has stated it is committed to completing
8 construction of the North Fork Project and offering class III gaming activities on lands that are not
9 eligible for such gaming under IGRA and North Fork’s Secretarial Procedures. The unlawful
10 gaming activities at North Fork’s casino will directly compete with the lawful gaming activities
11 that Picayune offers at its Chukchansi Gold Resort and Casino.

12 27. The off-reservation North Fork Project—intentionally located close to major
13 highways and population centers instead of on North Fork’s Rancheria lands—would unfairly
14 compete with Picayune’s lawful gaming operations at the Chukchansi Gold Resort and Casino,
15 which is located further from major highways and population centers on Picayune’s Rancheria
16 lands. Conducting unlawful gaming on the Madera Parcel would lead to substantial reductions in
17 gaming revenues at the Chukchansi Gold Resort and Casino, thereby causing significant financial
18 harm to Picayune and its members and interfering with Picayune’s ability to support its members
19 through government programs and services funded with gaming revenues.

20 28. Picayune’s allegations are ripe for judicial determination. Red Rock has published
21 statements that North Fork and Red Rock view the approval of the Management Contract as a
22 “pivotal milestone in advancing the North Fork Project” and that they intend to proceed with
23 construction of the casino.¹

24 29. North Fork and Red Rock intend to engage in unlawful gaming at the North Fork
25 Project despite recent decisions from California courts making clear that such gaming would be

26
27 ¹ See, e.g., *North Fork Rancheria of Mono Indians and Station Casinos LLC announce the Approval*
28 *of a Management Agreement by the NIGC*, Red Rock Resorts (Jan. 11, 2024),
[https://redrockresorts.investorroom.com/2024-01-11-North-Fork-Rancheria-of-Mono-Indians-
and-Station-Casinos-LLC-announce-the-Approval-of-a-Management-Agreement-by-the-NIGC](https://redrockresorts.investorroom.com/2024-01-11-North-Fork-Rancheria-of-Mono-Indians-and-Station-Casinos-LLC-announce-the-Approval-of-a-Management-Agreement-by-the-NIGC).

1 unlawful. In May 2025, approximately one year after a California trial court confirmed that North
2 Fork lacks the state-law approval necessary to conduct gaming at its planned casino, North Fork
3 announced that it secured a \$725 million loan to finance development of the casino—demonstrating
4 North Fork’s intent to proceed with the project notwithstanding the adverse decisions in the
5 California courts.² And as of June 5, 2026, after the California Court of Appeal’s decision had
6 become final, the website for the North Fork Mono Casino & Resort states that construction of the
7 casino “has begun and will continue to ramp up in the next few months[,]” and that North Fork and
8 Red Rock are anticipating “a grand opening date in Fall 2026!”³

9 LEGAL FRAMEWORK

10 30. In 1988, Congress enacted IGRA to create a regulatory framework for tribal gaming
11 that balances the interests of Indian tribes, States, and the federal government. *Amador Cnty., Cal.*
12 *v. Salazar*, 640 F.3d 373, 376 (D.C. Cir. 2011) (citing 25 U.S.C. §§ 2701, 2702).

13 31. IGRA provides for gaming only on “Indian lands,” which are defined to include
14 lands within the limits of an “Indian reservation” as well as lands held in trust by the United States
15 “for the benefit of any Indian tribe.” 25 U.S.C. §§ 2703(4), 2710(d)(1).

16 32. Not all Indian lands are eligible for gaming. Under section 20 of IGRA, Indian
17 tribes are generally prohibited from conducting gaming on land that was acquired and taken into
18 trust for the benefit of an Indian tribe after October 17, 1988. 25 U.S.C. § 2719(a).

19 33. IGRA provides limited exceptions to the general prohibition on gaming on after-
20 acquired lands. *See* 25 U.S.C. § 2719(b)(1)-(3). Under one such exception, commonly referred to
21 as the “two-part determination” exception, gaming may occur on lands acquired after 1988 if the
22 Secretary “determines that a gaming establishment on newly acquired lands would be in the best
23 interest of the Indian tribe and its members, and would not be detrimental to the surrounding
24 community, but only if the Governor of the State in which the gaming activity is to be conducted
25

26 ² *See North Fork Rancheria Closes Financing For Casino and Resort Project*, Tribal Gaming and
27 Hospitality (May 1, 2025), <https://tgandh.com/news/tribal-stories/north-fork-rancheria-closes-financing-for-casino-and-resort-project/>.

28 ³ *See Frequently Asked Questions*, North Fork Mono Casino & Resort,
<https://northforkcasino.com/#faq>.

1 concurs in the Secretary’s determination.” 25 U.S.C. § 2719(b)(1)(A); *see* 25 C.F.R. § 292.13. The
2 validity of a governor’s concurrence is governed by state law. *Confederated Tribes of Siletz Indians*
3 *of Oregon v. United States*, 110 F.3d 688, 697 (9th Cir. 1997) (“If the Governor concurs, or refuses
4 to concur, it is as a State executive, under the authority of state law. The concurrence (or lack
5 thereof) is given effect under federal law, but the authority to act is provided by state law.”); *United*
6 *Auburn Indian Cmty. of Auburn Rancheria v. Newsom (United Auburn)*, 10 Cal.5th 538, 548 (2020);
7 *Stand Up for California! v. State*, 64 Cal.App.5th 197, 202 (2021) (“IGRA does not grant the
8 Governor the authority to concur—that authority must come from state law.”).

9 34. IGRA also contemplates that tribes may enlist others to assist in the development
10 and operation of gaming facilities. Under IGRA and regulations promulgated thereunder, an Indian
11 tribe may enter into a management contract for the operation and management of a gaming facility,
12 subject to approval by the Chair of the NIGC. *See* 25 U.S.C. § 2710(d)(9); 25 C.F.R. § 533.1.

13 35. Under 25 C.F.R. part 531, any management contract must “[p]rovide that all gaming
14 covered by the contract will be conducted in accordance with the Indian Gaming Regulatory Act[.]”
15 25 C.F.R. § 531.1(a).

16 36. The Chair may approve a management contract only if it meets the standards of 25
17 C.F.R. part 531 and § 533.3. *See* 25 C.F.R. § 533.6(a). Management contracts that have not been
18 approved by the Chair in accordance with the requirements of 25 C.F.R. part 531 are void. *See* 25
19 C.F.R. § 533.7.

20 37. Separate from a governor’s concurrence or any management contract, IGRA
21 provides that class III gaming must be “conducted in conformance with a Tribal-State compact
22 entered into by the Indian Tribe and the State[.]” 25 U.S.C. § 2710(d)(1)(C). Procedures issued
23 by the Secretary are “functionally equivalent” to a Tribal-State compact for purposes of IGRA.
24 *Blue Lake Rancheria*, 2025 WL 3141202 at *5; *Stand Up for California!*, 959 F.3d at 1160.

25 BACKGROUND

26 A. The North Fork Project.

27 38. North Fork, with assistance from Red Rock, seeks to develop the North Fork Project
28 on the Madera Parcel. The Madera Parcel is located adjacent to State Route 99, a heavily trafficked

1 highway that runs through the major cities of California’s Central Valley. The Madera Parcel is
2 approximately 39 miles from Picayune’s Chukchansi Gold Resort and Casino, and not on North
3 Fork’s 80-acre Rancheria.

4 39. The fastest and most direct route to Picayune’s Chukchansi Gold Resort and Casino
5 for patrons driving from major population centers in the Central Valley or elsewhere in California
6 is via State Route 99 and then State Route 41, a smaller, less-trafficked highway. Many of those
7 patrons must pass the exit to the Madera Parcel on State Route 99 on the way to the Chukchansi
8 Gold Resort and Casino.

9 **B. The Governor’s Purported 2012 Concurrence, Proposition 48, and Related**
10 **Litigation.**

11 40. In 2011, the Secretary issued a favorable two-part determination regarding gaming
12 on the Madera Parcel. The Secretary then requested the Governor’s concurrence in the two-part
13 determination.

14 41. In August 2012, the Governor purported to issue a concurrence in the Secretary’s
15 two-part determination. On the same day, the Governor also purported to approve a Tribal-State
16 Compact with North Fork.

17 42. The concurrence and Tribal-State Compact were swiftly challenged by a statewide
18 voter initiative known as Proposition 48, as well as subsequent litigation concerning the validity of
19 the concurrence under California law. *See Stand Up for California! v. State*, 64 Cal.App.5th 197,
20 202-206 (2021) (describing the history of Proposition 48 and related legal challenges).

21 43. In March 2016, Picayune brought an action in the Superior Court for the County of
22 Madera to challenge the validity of the Governor’s concurrence for the North Fork Project in the
23 wake of Proposition 48. That litigation was stayed pending resolution of related litigation before
24 the California Court of Appeal and California Supreme Court.

25 44. The Secretary issued Secretarial Procedures for the Madera Parcel in July 2016.
26 Those Secretarial Procedures permit class III gaming only “on eligible Indian lands held in trust for
27 the Tribe, located within the boundaries of the Madera Parcel . . . and on which Class III Gaming
28

1 may lawfully be conducted under IGRA.” Secretarial Procedures § 4.2 (Authorized Gaming
2 Facility).

3 45. In 2020, the California Supreme Court took up two cases related to the Governor’s
4 concurrence power. One of those cases, *Stand Up for California!*, addressed the concurrence for
5 the North Fork Project under California law. *Stand Up for California! v. State* (S239630, Cal. S.
6 Ct. Mar. 22, 2017). The other case was *United Auburn*, which became the lead case. In its decision
7 in *United Auburn*, the California Supreme Court held that, while the Governor had the power to
8 concur in the Secretary’s determination for purposes of IGRA’s two-part determination exception,
9 such power is not “indefeasible[.]” *Id.* at 555, 563. Following its decision in *United Auburn*, the
10 California Supreme Court remanded *Stand Up for California!* to the California Court of Appeal.
11 *See Stand Up for California!*, 64 Cal.App.5th at 206.

12 46. On remand, the California Court of Appeal found that the People retained the power
13 to annul a Governor’s concurrence since the Governor’s power was not “indefeasible[.]” *Stand Up*
14 *for California!*, 64 Cal.App.5th at 211-12. The Court of Appeal further concluded that the People
15 exercised that power when voting on Proposition 48 in 2014, finding that vote “is reasonably
16 interpreted as an expression of [the voters’] intent to reject class III gaming on the 305-acre Madera
17 site taken into trust in February 2013.” *Stand Up for California!*, 64 Cal.App.5th at 216. The Court
18 of Appeal therefore held that the People’s vote on Proposition 48 “impliedly expressed their will
19 to annul” the Governor’s concurrence for the Madera Parcel, *id.* at 216, and “[a]s a result, the
20 concurrence is no longer valid,” *id.* at 201. The California Supreme Court subsequently denied
21 North Fork’s petition for review.

22 **C. California Courts Confirm the Governor’s Concurrence Was Never Valid.**

23 47. As noted, the Superior Court stayed litigation between Picayune, North Fork, and
24 the Governor pending resolution of *United Auburn* and *Stand Up for California!*. The Superior
25 Court lifted that stay shortly after the Court of Appeal’s decision in *Stand Up for California!* in
26 May 2021. And while the decision in *Stand Up for California!* resolved much of the dispute
27 between the parties, North Fork and Picayune continued to disagree on whether the Governor’s
28 2012 concurrence ever had legal effect. Picayune maintained that because the concurrence was

1 “annulled,” it was void *ab initio* and never had legal effect, while North Fork argued that it did
2 have legal effect for some period of time, and that North Fork could rely on that effect to bring
3 itself within the two-part determination exception to the ban on gaming on after-acquired lands.

4 48. During the litigation in the California Superior Court—and despite the 2021
5 decision in *Stand Up for California!*—North Fork and its developer partner, Red Rock, continued
6 to pursue gaming activities on the Madera Parcel.

7 49. On or about November 7, 2023, North Fork, Red Rock, and the North Fork
8 Rancheria Economic Development Authority (the “Authority”) executed the Management Contract.
9 Pursuant to the Management Contract, Station Casinos has committed to assisting North Fork and
10 the Authority in operating the North Fork Project on the Madera Parcel.

11 50. In May 2024, the Superior Court, applying the decision in *Stand Up for California!*,
12 confirmed that the Governor’s concurrence never had legal effect. The court noted that *Stand Up*
13 *for California!* “clearly interpreted” the vote on Proposition 48 as foreclosing gaming on the
14 Madera Parcel, and thus “the correct definition of annul is the one that supports this outcome to the
15 extent controlled by state law, meaning that the Governor’s concurrence has been retroactively
16 determined to have never been effective.” *Picayune Rancheria of the Chukchansi Indians v. Brown*
17 *et al.*, MCV 072004 (Cal. Super. Ct. July 8, 2024) (Notice of Entry of Judgment). The Superior
18 Court then entered judgment in favor of Picayune, holding that “[t]hrough the People’s vote on
19 Proposition 48, the Governor’s concurrence has been annulled rendering it void *ab initio*, and as
20 such the Governor’s concurrence never took effect and is not in effect.” *Id.*

21 51. On December 16, 2025, the California Court of Appeal affirmed the Superior
22 Court’s judgment. *See Picayune Rancheria of Chukchansi Indians v. North Fork Rancheria of*
23 *Mono Indians*, 117 Cal.App.5th 91 (2025).

24 52. On April 1, 2026, the California Supreme Court denied North Fork’s request for
25 review, rendering the Superior Court’s July 2024 judgment final for all purposes.

26 53. North Fork and Red Rock have continued construction of the North Fork Project
27 and have stated their intent to have a grand opening of the casino in the Fall of 2026. That casino
28 would make 2,400 slot machines and 40 house bank card and percentage games open to the public.

**FIRST CAUSE OF ACTION
(Violation of the APA)**

1
2
3 54. Picayune re-alleges and incorporates by reference all allegations contained in the
4 foregoing paragraphs.

5 55. IGRA provides that the Chair’s approval of a management contract represents a final
6 agency decision that is subject to challenge in the federal district court pursuant to the APA. 25
7 U.S.C. § 2714.

8 56. Under the APA, a “reviewing court shall . . . hold unlawful and set aside agency
9 action, findings, and conclusions found to be arbitrary, capricious, an abuse of discretion, or
10 otherwise not in accordance with law.” 5 U.S.C. § 706(2)(A), (D).

11 57. For class III gaming to occur lawfully on the Madera Parcel, the site must qualify
12 for an exception under IGRA. *See* 25 U.S.C. § 2719(a).

13 58. North Fork purports to rely on IGRA’s “two-part determination” exception to
14 conduct gaming on the Madera Parcel. That exception requires a valid determination from the
15 Secretary “that a gaming establishment on [the Madera Parcel] would be in the best interest of the
16 Indian tribe and its members, and would not be detrimental to the surrounding community,” as well
17 as a valid “concur[rence]” in that determination from the Governor. 25 U.S.C. § 2719(b)(1)(A).

18 59. The validity of a Governor’s concurrence is a matter of state law. *Confederated*
19 *Tribes of Siletz Indians of Oregon*, 110 F.3d at 698; *see United Auburn*, 10 Cal.5th at 548.

20 60. The California courts have held that, under California law, the Governor’s
21 concurrence for the Madera Parcel was void *ab initio* and never had legal effect. *See Picayune*
22 *Rancheria of Chukchansi Indians*, 117 Cal.App.5th at 114; *see also Stand Up for California!*, 64
23 Cal.App.5th at 216; *United Auburn*, 10 Cal. 5th at 548.

24 61. Because the Governor never issued a valid concurrence, the Madera Parcel does not
25 qualify for IGRA’s two-part determination exception.

26 62. The Madera Parcel also does not qualify for any other IGRA exception that would
27 allow class III gaming to occur on that site.
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1 71. The validity of a Governor’s concurrence is a matter of state law. *Confederated*
2 *Tribes of Siletz Indians of Oregon*, 110 F.3d at 698; *see United Auburn*, 10 Cal.5th at 548.

3 72. The California courts have held that, under California law, the Governor’s
4 concurrence for the Madera Parcel was void *ab initio* and never had legal effect. *See Picayune*
5 *Rancheria of Chukchansi Indians*, 117 Cal.App.5th at 114; *see also Stand Up for California!*, 64
6 Cal.App.5th at 216; *United Auburn*, 10 Cal. 5th at 548.

7 73. Because the Governor never issued a valid concurrence, the Madera Parcel does not
8 qualify for IGRA’s two-part determination exception.

9 74. The Madera Parcel also does not qualify for any other IGRA exception that would
10 allow class III gaming to occur on that site.

11 75. Because the Madera Parcel does not qualify for any IGRA exception necessary to
12 conduct class III gaming, the site does not qualify as “eligible Indian lands . . . on which Class III
13 Gaming may lawfully be conducted ” under IGRA or the Secretarial Procedures. Accordingly, any
14 class III gaming on the Madera Parcel would be in violation of the Secretarial Procedures.

15 76. An actual case or controversy exists between Picayune and North Fork and Red
16 Rock in that North Fork contends that it and Red Rock have the right to conduct class III gaming
17 on the Madera Parcel pursuant to the Secretarial Procedures, while Picayune contends that such
18 gaming would violate the Secretarial Procedures, IGRA, and California law.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Picayune prays for entry of judgment in its favor and against the NIGC, its
21 Chair, North Fork, and Red Rock and seeks relief that includes the following:

22 1. A judicial declaration to the effect that the Chair’s approval of the Management
23 Contract was arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with law;

24 2. An order directing the NIGC and the Chair to set aside the Chair’s approval of the
25 Management Contract;

26 3. A judicial declaration to the effect that in the absence of a valid Governor’s
27 concurrence, the Madera Parcel does not qualify for IGRA’s two-part determination exception
28 under 25 U.S.C. § 2719(b)(1);

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4. An order enjoining all unlawful gaming, based on violations of Secretarial Procedures or otherwise, on the Madera Parcel, including both preliminary and permanent injunctive relief, as against any and all individuals and entities engaged in such activities;
5. An award of costs in favor of Picayune, including reasonable attorneys' fees; and
6. Such other and further relief as the Court deems just and proper.

DATED: June 5, 2026

PAUL HASTINGS LLP

By: /s/ Navi Singh Dhillon
NAVI SINGH DHILLON

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PICAYUNE RANCHERIA OF THE
CHUKCHANSI INDIANS