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9 *California*

10 **UNITED STATES DISTRICT COURT**

11 **NORTHERN DISTRICT OF CALIFORNIA**

12 GUIDIVILLE RANCHERIA OF
13 CALIFORNIA, a federally recognized
Indian tribe,

14 Plaintiff,

15 v.

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

18 Defendants.
19

20 BLUEROCK REAL ESTATE
HOLDINGS, LLC; AHG GROUP, LLC;
21 and ALAN GINSBURG,

22 Counterclaim Plaintiffs,

23 v.

24 THE GUIDIVILLE RANCHERIA OF
CALIFORNIA; and UPSTREAM POINT
25 MOLATE LLC,

26 Counterclaim Defendants.
27
28

Case No. 3:26-cv-01578-AGT

**PLAINTIFF GUIDIVILLE
RANCHERIA OF CALIFORNIA'S
NOTICE OF MOTION AND MOTION
TO DISMISS DEFENDANTS'
COUNTERCLAIMS**

Date: July 10, 2026
Time: 10:00 a.m..

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 Notice is hereby given that on July 10, 2026, at 10:00 a.m., or as soon thereafter as the
3 matter may be heard, before the Honorable Magistrate Judge Alex G. Tse, in Courtroom A,
4 15th Floor, of the United States District Court for the Northern District of California, San
5 Francisco Division, located at 450 Golden Gate Avenue, San Francisco, California, plaintiff
6 Guidiville Rancheria of California (“Plaintiff” or the “Tribe”), specially appearing herein
7 while preserving and asserting its sovereign immunity from unconsented litigation will, and
8 hereby does, move pursuant to Federal Rule of Civil Procedure 12(b)(1) for dismissal of
9 Defendants’ Counterclaims, as asserted in Defendants’ Amended Answer, Affirmative
10 Defenses, and Counterclaims [ECF No. 24].

11 This motion is made on the grounds that the Tribe retains sovereign immunity from
12 suit and that this Court therefore lacks jurisdiction over Defendants’ Counterclaims.
13 Defendants identify no congressional abrogation or clear and unequivocal tribal waiver
14 permitting affirmative contract claims for damages or declaratory relief. The Tribe’s filing of
15 an action seeking to enjoin unauthorized arbitration did not waive immunity, and there is no
16 independent basis for jurisdiction through diversity or supplemental jurisdiction. Because the
17 lack of jurisdiction is fundamental and cannot be cured, there is no basis for amendment, and
18 the Counterclaims should therefore be dismissed without leave to amend.

MEMORANDUM

On May 7, 2026, Defendants Bluerock Real Estate Holdings, LLC (“Bluerock”), AHG Group, LLC (“AHG”), and Alan Ginsburg (collectively, “Defendants”) filed their Amended Answer, Affirmative Defenses, and Counterclaims (“Counterclaims”). [ECF No. 24]. Defendants’ Counterclaims should be dismissed for lack of subject matter jurisdiction. The Guidiville Rancheria of California¹ (the “Tribe”) is a federally recognized Indian tribe entitled to sovereign immunity from suit unless Congress abrogates that immunity or the Tribe clearly and unequivocally waives it. Neither circumstance exists here, and the Court therefore lacks jurisdiction over Defendants’ Counterclaims.

The Tribe filed this action for one limited purpose: to prevent Defendants from prosecuting an unauthorized AAA arbitration in violation of the Tribe’s sovereign immunity. The Tribe did not consent to affirmative contract claims for damages, did not waive immunity to Defendant’s counterclaims by seeking declaratory and injunctive relief to enjoin Defendant’s unconsented efforts to arbitrate, and did not submit itself to plenary litigation over Defendants’ alleged payment claims.

Defendants’ own pleadings and exhibits confirm the jurisdictional defect. The 2006 Letter Agreement between the Tribe, the Scotts Valley Band of Pomo Indians, and Upstream Point Molate LLC, contains only a narrow waiver for suit “by the respective parties to this agreement,” and “specifically excluding third parties”, and then only for the limited purposes of compelling arbitration and enforcing arbitration awards. The promissory notes and the so-called “Settlement Sharing Agreement” on which Defendants base their Counterclaims contain no waiver at all. Because Defendants cannot cure this fundamental defect by amendment, the Court should dismiss the Counterclaims without leave to amend.

¹ Counterclaimants sue the Tribe using the wrong name. As alleged in its Complaint, the Tribe’s correct name is “The Guidiville Rancheria of California.”

1 **I. RELEVANT FACTUAL BACKGROUND**

2 **A. The Tribe Filed This Action Solely to Prevent Unauthorized**
3 **Arbitration.**

4 On February 23, 2026, the Tribe commenced this action seeking declaratory and
5 injunctive relief against Defendants. *See* Compl. [ECF No. 1]. The Tribe expressly filed this
6 action as a special appearance while preserving and asserting its sovereign immunity from
7 unconsented litigation. *Id.* ¶¶ 1, 29 (noting the Tribe was “specially appearing herein while
8 preserving and asserting its sovereign immunity from unconsented litigation.”).

9 The injunctive relief sought is to restrain and enjoin Defendants from prosecuting an
10 arbitration proceeding before the American Arbitration Association (“AAA”) against the
11 Tribe without an effective and applicable waiver of tribal sovereign immunity. *See id.* ¶¶ 3,
12 10, 31–47. The Complaint alleges that Defendants initiated an AAA arbitration seeking
13 monetary and declaratory relief against the Tribe notwithstanding the absence of any valid
14 waiver of sovereign immunity permitting such proceedings. *See id.* ¶¶ 21–23. The Tribe’s
15 Complaint also seeks declarations that: (1) the Tribe is immune from the AAA arbitration; (2)
16 no valid waiver of sovereign immunity exists; (3) AAA lacks jurisdiction over the Tribe; and
17 (4) questions concerning sovereign immunity and arbitrability must be decided by a court
18 rather than by AAA. *See id.* at 9.

19 On May 5, 2026, this Court granted the Tribe’s request for a preliminary injunction
20 enjoining Defendants from prosecuting the AAA arbitration pending determination of
21 threshold issues concerning arbitrability and sovereign immunity. *See* Order on Preliminary
22 Injunction [ECF No. 23]. The Court specifically examined the November 9, 2006, letter
23 agreement (the “2006 Letter Agreement”) among the Scotts Valley Band of Pomo Indians
24 (“Scotts Valley”), the Tribe, and Upstream Point Molate LLC (“Upstream”). *See id.* at 1–8.
25 The Court observed that Paragraph 10 of the Letter Agreement provides that Guidiville and
26 Scotts Valley “expressly and irrevocably waives its sovereign immunity from suit **by the**
27 **respective parties to this agreement** for the express limited purpose of compelling arbitration”
28 and enforcement of arbitration awards. *Id.* at 2 (emphasis added). The Court further recognized

1 that Paragraph 11 limits arbitration to disputes “by or between parties to this agreement (but
2 specifically excluding third parties).” *Id.*

3 The Court concluded that Paragraph 10 “lays out an order of operations for compelling
4 arbitration,” first in tribal court, then federal court, and then state court, and that if the parties
5 “had agreed to arbitrate all issues of arbitrability in Paragraph 11, the Tribe’s Paragraph 10
6 waiver of immunity in specific court systems — for the purpose of compelling arbitration —
7 would be pointless.” *Id.* at 4. The Court therefore held that “there is not ‘clear and
8 unmistakable evidence’ that the Tribe agreed to arbitrate arbitrability.” *Id.* at 5. The Court
9 likewise held that “the Tribe did not agree to arbitrate waiver of sovereign immunity.” *Id.* at
10 8.

11 **B. The Letter Agreement Contains Only a Narrow and Limited Waiver
of Sovereign Immunity.**

12 The only waiver of sovereign immunity Defendants have identified in this case is
13 contained the 2006 Letter Agreement. The Letter Agreement contains only a narrow and
14 expressly limited waiver of sovereign immunity. Paragraph 10 provides, in relevant part, that
15 “[e]ach of Guidiville and Scott’s Valley expressly and irrevocably waives its sovereign
16 immunity from suit by the respective parties to this agreement for the express limited purpose
17 of compelling arbitration as provided below (including the promissory notes) and consents to
18 be sued . . . for the expressly limited purposes of compelling arbitration and enforcing any
19 arbitration award or judgment arising out of this agreement.” ECF No. 1 ¶ 15. Thus, by its
20 express terms, the waiver is limited solely to actions to compel arbitration and enforce
21 arbitration awards. Defendants’ Counterclaim is neither.

22 The 2006 Letter Agreement also expressly limits arbitration to disputes among the
23 parties to that agreement and excludes third parties. Specifically, Paragraph 11 provides that
24 “[a]ll disputes, controversies or claims by or between the parties to this agreement (but
25 specifically excluding any third parties) arising out of this agreement . . . shall be settled by
26 binding arbitration . . .” *Id.* ¶ 16. The Complaint alleges that Defendants are not signatories
27 to the 2006 Letter Agreement and are instead third parties expressly excluded from the
28 arbitration provision. *Id.* ¶¶ 20–22. The Complaint further alleges that any waiver of sovereign

1 immunity contained in the 2006 Letter Agreement “does not extend to the claims brought by
 2 the Defendants, since they are not parties to the agreement to arbitrate, which expressly
 3 excludes ‘third-parties.’” *Id.* ¶ 23.

4 **C. The Promissory Notes Contain No Waiver of Sovereign Immunity.**

5 Defendants’ claims are also premised upon two promissory notes executed in
 6 December 2006 and November 2007 (the “Notes”). ECF No. 24 at 11 ¶ 10. The Tribe’s
 7 Complaint alleges that the Notes contain “no arbitration clause, no forum-selection provision,
 8 and no express waiver of tribal sovereign immunity.” ECF No. 1 ¶ 25. The Complaint further
 9 alleges that “[n]othing in the Notes purports to subject the Tribe to private arbitration or to
 10 delegate questions of arbitrability or immunity to an arbitrator.” *Id.* Neither Note contains any
 11 waiver of tribal sovereign immunity.

12 **D. The Settlement Sharing Agreement Does Not Waive Sovereign**
 13 **Immunity or Authorize Enforcement Claims Against the Tribe.**

14 The Settlement Sharing Agreement likewise does not waive the Tribe’s sovereign
 15 immunity for purposes of enforcing either the Notes or the Settlement Sharing Agreement.
 16 Defendants allege that the Tribe, Upstream, and AHG entered the Settlement Sharing
 17 Agreement in March 2018 to address the allocation of potential Point Molate settlement
 18 proceeds and to provide for satisfaction of alleged obligations under the Notes. But the
 19 Settlement Sharing Agreement contains no waiver of tribal sovereign immunity. At most, the
 20 Settlement Sharing Agreement addresses how certain proceeds would be allocated if and when
 21 received; it does not expand the narrow waiver contained in the 2006 Letter Agreement, and
 22 it does not create an independent waiver allowing Defendants to enforce either the Notes or
 23 the Settlement Sharing Agreement through affirmative claims against the Tribe.

24 **E. Defendants Seek Affirmative Monetary and Declaratory Relief**
 25 **Against the Tribe.**

26 On May 7, 2026, Defendants filed Counterclaims against the Tribe and Upstream. *See*
 27 *id. generally*. The Counterclaims assert, among other things, a claim for breach of the
 28 Settlement Sharing Agreement against the Tribe and Upstream, a claim for breach of the Notes

1 against the Tribe and Upstream, and claims for declaratory relief regarding the Settlement
2 Sharing Agreement and the Notes. *Id.* at 14–16 ¶¶ 23–37.

3 Defendants’ Prayer for Relief seeks affirmative coercive relief directly against the
4 Tribe, including orders requiring the Tribe to pay money damages and declarations concerning
5 the Tribe’s alleged contractual obligations. *Id.* at 16–17. Specifically, Defendants seek orders
6 “that the Tribe and Upstream be ordered to pay Bluerock all amounts due under the Settlement
7 Sharing Agreement,” “that the Tribe and Upstream be ordered to pay Mr. Ginsburg the full
8 amounts due under the Notes,” and declaratory judgments concerning the parties’ alleged
9 rights under the Settlement Sharing Agreement and the Notes. *Id.*

10 **II. LEGAL STANDARD**

11 Federal Rule of Civil Procedure 12(b)(1) authorizes dismissal where the Court lacks
12 subject matter jurisdiction. It is well established that “federal courts lack subject-matter
13 jurisdiction ‘when a defendant to a lawsuit timely and successfully invokes tribal sovereign
14 immunity.’” *Grondal v. United States*, 37 F.4th 610, 617 (9th Cir. 2022). Moreover, the
15 burden to establish jurisdiction rests with the party asserting jurisdiction. *Kokkonen v.*
16 *Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 377 (1994) (internal citations omitted); *accord*
17 *Robinson v. United States*, 586 F.3d 83, 685 (9th Cir. 2009), 705 F.3d at 923 (“Once
18 challenged, the party asserting subject matter jurisdiction has the burden of proving its
19 existence.”). The Court lacks subject matter jurisdiction over Defendants’ Counterclaims
20 because the Tribe retains sovereign immunity from suit.

21 **III. ARGUMENT**

22 **A. The Tribe Has Not Waived Its Sovereign Immunity.**

23 Indian tribes possess inherent sovereign immunity from suit. *Quinault Indian Nation v.*
24 *Pearson*, 868 F.3d 1093, 1096 (9th Cir. 2017) (affirming dismissal of counterclaims against a
25 tribe as barred by tribal sovereign immunity). The Supreme Court has repeatedly recognized
26 that tribal sovereign immunity “is a necessary corollary to Indian sovereignty and
27 self-governance.” *Three Affiliated Tribes of Fort Berthold Rsrv. v. Wold Eng’g*, 476 U.S. 877,
28 890 (1986). Accordingly, tribes retain immunity from suit unless Congress unequivocally

1 abrogates that immunity or the tribe clearly and unequivocally waives it. *Michigan v. Bay*
2 *Mills Indian Cmty.*, 572 U.S. 782, 782–83, 790 (2014); *Santa Clara Pueblo v. Martinez*, 436
3 U.S. 49, 58–59 (1978).

4 The Supreme Court applies tribal sovereign immunity broadly. Tribal immunity
5 extends to contract claims and commercial disputes. *Kiowa Tribe of Okla. v. Mfg. Techs., Inc.*,
6 523 U.S. 751, 754–60 (1998). The immunity also applies regardless of whether the tribe
7 engages in governmental or commercial conduct and regardless of whether the conduct occurs
8 on or off tribal land. *Bay Mills*, 572 U.S. at 782; *Kiowa*, 523 U.S. at 754–55, 758.

9 Courts strictly construe any purported waiver of tribal sovereign immunity in favor of
10 the tribe. *Santa Clara Pueblo*, 436 U.S. at 58. A sovereign immunity waiver is effective only
11 if it is “unequivocally expressed.” *Id.*; *Grondal*, 37 F.4th at 617 (waiver “cannot be implied”
12 but must be “unequivocally expressed” in “clear terms”) (quoting *Bodi v. Shingle Springs*
13 *Band of Miwok Indians*, 832 F.3d 1011, at 1016 (9th Cir. 2016)).

14 Defendants identify no statute abrogating tribal sovereign immunity for the claims
15 asserted in their Counterclaims. Accordingly, sovereign immunity independently bars
16 Defendants’ claims absent a valid waiver.

17 The Tribe likewise never clearly and unequivocally waived immunity for these
18 Counterclaims. Courts strictly construe waivers of tribal sovereign immunity in favor of the
19 tribe and may not expand a limited waiver beyond its express terms. *Santa Clara Pueblo*, 436
20 U.S. at 58. Paragraph 10 of the 2006 Letter Agreement contains only a narrow and limited
21 waiver “for the express limited purpose of compelling arbitration” and “enforcing any
22 arbitration award or judgment arising out of this agreement.” ECF No. 1 ¶ 15. That language
23 does not authorize plenary breach-of-contract litigation in federal court or affirmative claims
24 for damages and declaratory relief such as those in Defendants’ Counterclaims.

25 The 2006 Letter Agreement separately forecloses Defendants’ reliance on any
26 purported waiver because Paragraph 10’s limited waiver applies only to suits “by the
27 respective parties to this agreement.” ECF No. 1 ¶ 15. Defendants are not parties to the 2006
28 Letter Agreement. To the contrary, Defendants acknowledge that Scotts Valley, the Tribe, and

1 Upstream are the parties to the 2006 Letter Agreement. ECF No. 24 at 10–11 ¶ 8. In sum, the
 2 2006 Letter Agreement contains an expressly limited waiver of sovereign that does not extend
 3 to substantive claims against the Tribe and applies only to suits brought by the three parties to
 4 that agreement.²

5 The promissory notes likewise contain no waiver of sovereign immunity. The Notes
 6 contain no arbitration clause, no forum-selection clause, no consent-to-suit provision, and no
 7 waiver language of any kind. Although the Notes contain California choice-of-law provisions,
 8 a choice-of-law clause on its own does not waive tribal sovereign immunity. *See Demontiney*
 9 *v. U.S. ex rel. Dep’t of Interior*, 255 F.3d 801, 812–13 (9th Cir. 2001). Nor do the Notes’
 10 assignment provisions waive immunity or authorize affirmative litigation against the Tribe.
 11 *See McClendon v. United States*, 885 F.2d 627, 630–32 (9th Cir. 1989).

12 Defendants also cannot locate a waiver in the Settlement Sharing Agreement. That
 13 agreement contains no sovereign immunity waiver language, no consent to federal
 14 jurisdiction, and no consent to suit. *See* ECF No. 24 at 76–83. At oral argument on the Tribe’s
 15 Motion for Preliminary Injunction, Defendants counsel noted that Defendant AHG Group is
 16 a signatory to the Settlement Sharing Agreement, but that fact only underscores Defendants’
 17 own failures in securing an enforceable agreement. *See, Bay Mills Indian Cmty.*, 572 U.S. at
 18 789 (“a party dealing with a tribe in contract negotiations has the power to protect itself by
 19 refusing to deal absent the tribe's waiver of sovereign immunity from suit”); *World Touch*
 20 *Gaming, Inc., v. Massena Management, LLC*, 117 F.Supp.2d 271, 275-76 (N.D. N.Y. 2000)
 21 (“World Touch should have been careful to assure that either the Management Company had
 22 the express authority of the Tribe to waive sovereign immunity, or that the Tribe itself
 23 expressly waived”). *See also, Lobo Gaming Inc. v. Pit River Tribe*, 2002 WL 922136 at *3
 24 (Cal. App. 2002) (citing quoted passage from *World Touch Gaming* with approval).

25 Because Congress has not abrogated the Tribe’s sovereign immunity and the Tribe has
 26

27 ² Further, the 2006 Letter Agreement expressly excludes “any third parties” from the parties’
 28 agreement to arbitrate. ECF No. 1 ¶ 16. This is fully consistent with the limitation of the
 sovereign immunity waiver to suits “by the respective parties to this agreement.”

1 not clearly and unequivocally waived immunity for Defendants’ Counterclaims, the Court
 2 lacks subject matter jurisdiction and must dismiss the Counterclaims under Rule 12(b)(1).

3 **B. The Tribe Did Not Waive Immunity by Filing This Action.**

4 By filing this action, the Tribe did not relinquish its sovereign immunity. The
 5 Complaint expressly states that the Tribe “specially appear[s]” while “preserving and asserting
 6 its sovereign immunity from unconsented litigation.” ECF No. 1 ¶ 1. The Tribe filed this action
 7 solely to obtain declaratory and injunctive relief preventing Defendants from forcing the Tribe
 8 into unauthorized AAA arbitration proceedings. *See id.* ¶¶ 1, 3, 31–47. The Tribe did not seek
 9 damages or invoke the Court’s jurisdiction for affirmative monetary relief.

10 A tribe does not waive sovereign immunity “merely by filing an action for injunctive
 11 relief.” *Okla. Tax Comm’n v. Citizen Band Potawatomi Indian Tribe of Okla.*, 498 U.S. 505,
 12 509–10 (1991) (noting that under Supreme Court precedent, “a tribe does not waive its
 13 sovereign immunity from actions that could not otherwise be brought against it merely
 14 because those actions were pleaded in a counterclaim to an action filed by the tribe”); *Bodi*,
 15 832 F.3d 1011, 1017 (“a tribe’s initiation of a lawsuit for injunctive relief does not waive its
 16 immunity to counterclaims, including compulsory ones”). “On this point, ‘Supreme Court
 17 precedent couldn’t be clearer ...: a tribe’s decision to go to court doesn’t automatically open it
 18 up to counterclaims – even compulsory ones.’” *Quinault Indian Nation v. Pearson for Estate*
 19 *of Comenout*, 868 F.3d 1093, 1097 (9th Cir. 2017) (quoting *Ute Indian Tribe of the Uintah &*
 20 *Ouray Reservation v. Utah*, 790 F.3d 1000, 1011 (10th Cir. 2015), *cert denied*, 577 U.S. 1216
 21 (Mar. 21, 2016)); *Grondal*, 37 F.4th at 618.

22 A tribe’s filing of suit merely empowers the court to determine fully those claims that
 23 have been advanced by the tribe. For example, the court may address defensive recoupment
 24 claims that arise from the same transaction and offset the tribe’s own monetary claims.
 25 *Pearson*, 868 F.3d at 1099–1100. Because the Tribe has asserted no claim for affirmative
 26 monetary relief, there can be no recoupment claims.

27 The only relief sought by the Tribe is an injunction prohibiting defendants for pursuing
 28 arbitration in derogation of the Tribe’s sovereign immunity. In no way can the Tribe’s request

1 for such relief – founded on its sovereign immunity – be construed as a broad *waiver* of
 2 sovereign immunity allowing Defendants to pursue substantive claims for breach of contract.
 3 *See Bodi*, 832 F.3d at 1015–18 (tribe’s removal of state court action for purpose of asserting
 4 sovereign immunity defense did not waive sovereign immunity).

5 **C. Defendants Cannot Create Jurisdiction Through Diversity or**
 6 **Supplemental Jurisdiction.**

7 Defendants cannot circumvent tribal sovereign immunity by invoking diversity or
 8 supplemental jurisdiction. Defendants allege diversity jurisdiction under 28 U.S.C. § 1332 and
 9 supplemental jurisdiction under 28 U.S.C. § 1367. ECF No. 24 at 10 ¶¶ 4–5. But Defendants
 10 identify no valid basis for federal-question jurisdiction over their Counterclaims, and
 11 sovereign immunity independently bars any exercise of diversity jurisdiction against the Tribe
 12 absent a clear waiver or congressional abrogation. *See Cook*, 548 F.3d at 727; *Bodi*, 832 F.3d
 13 at 1014–18. Thus, § 1332 does not create jurisdiction over claims against a tribe absent a valid
 14 waiver or congressional abrogation.

15 Section 1367 likewise cannot create jurisdiction where sovereign immunity bars suit.
 16 Supplemental jurisdiction exists only where an independent basis for federal jurisdiction
 17 already exists. Because sovereign immunity bars Defendants’ Counterclaims against the
 18 Tribe, no underlying jurisdiction exists to which supplemental jurisdiction can attach. In any
 19 event, § 1367 does not abrogate tribal sovereign immunity or authorize affirmative claims
 20 against a tribe. *See Bodi*, 832 F.3d at 1014–18. Sovereign immunity therefore forecloses
 21 Defendants’ Counterclaims regardless of Defendants’ invocation of §§ 1332 or 1367.

22 **D. Dismissal Must Be Without Leave to Amend.**

23 The Court should dismiss the Counterclaims without leave to amend. Defendants
 24 cannot cure the jurisdictional defect by repleading. Tribal sovereign immunity bars the
 25 Counterclaims unless Congress abrogated immunity or the Tribe clearly and unequivocally
 26 waived it, and Defendants identify neither basis here.

27 No amendment can create a waiver where none exists. Defendants’ own exhibits
 28 confirm that the Letter Agreement contains only a limited waiver, the Notes contain no waiver,

1 and the Settlement Sharing Agreement contains no express waiver of sovereign immunity.
2 Because amendment would prove futile, the Court should dismiss the Counterclaims without
3 leave to amend.

4 **IV. CONCLUSION**

5 For these reasons, the Tribe respectfully requests that the Court grant its motion and
6 dismiss Defendants' Counterclaims in their entirety, without leave to amend, for lack of
7 subject matter jurisdiction under Rule 12(b)(1).

8
9 RESPECTFULLY SUBMITTED this 28th day of May, 2026.

10
11 */s/ Scott D. Crowell*

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25 *Attorneys for Specially Appearing Plaintiff*
26 *Guidiville Rancheria of California*
27
28

CERTIFICATE OF SERVICE

I hereby certify that on this day, May 28, 2026, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all counsel of record in this matter who are registered on the CM/ECF system.

/s/ Scott D. Crowell

SCOTT D. CROWELL