

1 Mark J. Dillon (SBN No. 108329)
2 GATZKE DILLON & BALLANCE LLP
2762 Gateway Road
3 Carlsbad, California 92009
Tel: (760) 431-9501 / Fax: (760) 431-9512
4 Email: mdillon@gdandb.com

5 Scott Crowell (admitted *pro hac vice*)
CROWELL LAW OFFICE – TRIBAL ADVOCACY GROUP
1487 W. State Route 89A, Suite 8
6 Sedona, Arizona 86336
Tel: (425) 802-5369 / Fax: (509) 235-5017
7 Email: scottercrowell@hotmail.com

8 *Attorneys for Specially Appearing Plaintiff Guidiville Rancheria of*
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
17 liability company; AHG GROUP, LLC, a
Florida limited liability company; and
18 ALAN GINSBURG, an individual,

19 Defendants.

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.

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

**PLAINTIFF GUIDIVILLE
RANCHERIA OF CALIFORNIA'S
REPLY IN SUPPORT OF MOTION
TO DISMISS DEFENDANTS'
COUNTERCLAIMS**

Date: August 14, 2026
Time: 10 a.m.

MEMORANDUM

Defendants’ opposition confirms that dismissal is required. Defendants identify no congressional abrogation of tribal sovereign immunity and no clear and unequivocal waiver permitting the affirmative damages and declaratory claims asserted in their Counterclaims. Instead, they ask the Court to expand a narrow arbitration-related waiver far beyond its express terms; treat the Tribe’s immunity-protective Complaint as a waiver of immunity for unrelated contract claims; and authorize a jurisdictional fishing expedition without any credible basis to believe that a waiver exists.

Federal law permits none of those things. Because Defendants have failed to carry their burden of establishing a waiver of sovereign immunity, the Court should dismiss Defendants counterclaims against the Tribe in their entirety.

I. ARGUMENT

A. The Party Suing a Tribe Bears the Burden of Establishing a Clear and Unequivocal Waiver.

Defendants’ Counterclaims must be dismissed because Defendants identify no clear and unequivocal waiver of the Tribe’s sovereign immunity that permits affirmative damages and declaratory claims against the Tribe. Indian tribes possess sovereign immunity from suit unless Congress abrogates that immunity or the tribe clearly waives it. *See Michigan v. Bay Mills Indian Cmty.*, 572 U.S. 782, 788–90 (2014); *Kiowa Tribe of Okla. v. Mfg. Techs., Inc.*, 523 U.S. 751, 754–60 (1998); *Bodi v. Shingle Springs Band of Miwok Indians*, 832 F.3d 1011, 1016–17 (9th Cir. 2016). Tribal sovereign immunity applies to contract claims and may leave a private party without a judicial remedy. *See Kiowa*, 523 U.S. at 760. Courts do not imply waivers, and they strictly construe any asserted waiver in favor of the tribe. *See Bodi*, 832 F.3d at 1016–17; *Quinault Indian Nation v. Pearson*, 868 F.3d 1093, 1097–98 (9th Cir. 2017). The Ninth Circuit applies these rules to counterclaims as well: a tribe does not waive immunity to counterclaims merely by appearing in court or filing suit, and a counterclaim plaintiff must identify an unequivocal waiver applicable to the claims

1 asserted. *Quinault*, 868 F.3d at 1096–99; *see also Grondal v. United States*, 37 F.4th
2 610, 617–18 (9th Cir. 2022).

3 The party requesting a court to adjudicate its claims bears the burden of
4 establishing the court’s jurisdiction to do so. *See Kokkonen v. Guardian Life Ins. Co.*,
5 511 U.S. 375, 377 (1994). A Rule 12(b)(1) motion based upon sovereign immunity
6 challenges the court’s jurisdiction over the claims presented. *See Grondal*, 37 F.4th at
7 618. Accordingly, the party asserting claims against a tribe bears the burden to establish
8 a waiver of sovereign immunity. *See Miller v. Wright*, 705 F.3d 919, 923 (9th Cir.
9 2013). Defendants have failed to meet that burden here.

10 The documents underlying Defendants’ Counterclaims confirm the absence of
11 any waiver. The Notes contain no waiver of sovereign immunity; no forum selection
12 clause; no consent-to-suit provision; and no arbitration clause. The Tribe’s Complaint
13 alleges exactly that, and Defendants’ Counterclaims do not identify any contrary
14 language. *See* ECF No. 1 ¶ 25; ECF No. 24 ¶¶ 10, 28–31. The Galarza Declaration also
15 confirms that the Tribe’s records include no resolution authorizing a waiver of
16 immunity relating to either Note. ECF No. 12-2 ¶¶ 8–9.

17 The Settlement Sharing Agreement contains no waiver either. It includes no
18 sovereign immunity language; no consent-to-suit provision; no forum selection clause;
19 and no arbitration clause. Defendants allege that the Settlement Sharing Agreement
20 governs payment of alleged proceeds, but they do not point to any language by which
21 the Tribe consented to be sued to enforce it. *See* ECF No. 24 ¶¶ 15–17, 23–26, 32–34.
22 The Galarza Declaration confirms that the Tribe’s records contain no Tribal Council
23 resolution authorizing the Settlement Sharing Agreement or waiving immunity with
24 respect to that agreement. ECF No. 12-2 ¶ 11.

25 The only waiver language in the record is that contained in the 2006 Letter
26 Agreement and that language refutes Defendants’ position. Paragraph 10 provides a
27 limited waiver only “by the respective parties to this agreement” and only “for the
28 express limited purpose of compelling arbitration” and enforcing an arbitration award

1 or judgment arising from that agreement. ECF No. 1 ¶ 15; ECF No. 24 ¶ 9. Nothing in
 2 Paragraph 10 waives immunity for affirmative breach of contract claims, declaratory
 3 claims concerning the enforceability of the Notes or the Settlement Sharing Agreement,
 4 or any kind of claims brought by non-signatories. As this Court recognized, Paragraph
 5 10 creates a limited “order of operations” for compelling arbitration and not an
 6 agreement to arbitrate arbitrability or a more general waiver of sovereign immunity.
 7 ECF No. 23 at 4–8. Paragraph 11 reinforces Paragraph 10 by limiting arbitration to
 8 disputes “by or between the parties to this agreement” and expressly excluding “any
 9 third parties.” ECF No. 1 ¶ 16; ECF No. 24 ¶ 9.

10 Defendants never bridge the gap between the narrow arbitration-related waiver
 11 in the 2006 Letter Agreement, and the Counterclaims they now assert. They are not
 12 parties to the 2006 Letter Agreement. They do not seek to compel arbitration. They do
 13 not seek to enforce an arbitration award. Instead, they seek orders requiring the Tribe
 14 to pay money under the Settlement Sharing Agreement or, alternatively, the Notes, and
 15 declarations adjudicating the Tribe’s alleged contractual obligations. ECF No. 24
 16 ¶¶ 23–37 & Prayer. Federal law does not permit the Court to enlarge a limited waiver
 17 into a general consent to damages litigation. Because Defendants identify no
 18 congressional abrogation and no clear waiver extending to their Counterclaims,
 19 sovereign immunity bars the Counterclaims and requires dismissal under Rule 12(b)(1).

20 **B. The Tribe Did Not Waive Sovereign Immunity by Filing this Action.**

21 Federal law forecloses Defendants’ argument that the Tribe waived its sovereign
 22 immunity to Defendants’ affirmative contract claims by filing this action to stop an
 23 unauthorized arbitration. The Supreme Court has long held that a tribe’s decision to file
 24 suit does not create a general waiver of immunity to counterclaims. *Okla. Tax Comm’n*
 25 *v. Citizen Band Potawatomi Indian Tribe of Okla.*, 498 U.S. 505, 509–10 (1991)
 26 (holding that tribe did not waive sovereign immunity merely by filing suit for injunctive
 27 relief); *United States v. U.S. Fid. & Guar. Co.*, 309 U.S. 506, 511–12 (1940) (holding
 28 that an Indian tribe does not waive sovereign immunity from claims that could not

1 otherwise be brought against it merely because those claims are asserted as
 2 counterclaims in an action filed on the tribe's behalf). The Ninth Circuit applied that
 3 rule in *Quinault Indian Nation v. Pearson*, affirming the dismissal of counterclaims
 4 against a tribe on sovereign immunity grounds even though the tribe had initiated the
 5 action. 868 F.3d at 1096–99. The Ninth Circuit likewise held in *White v. University of*
 6 *California* that a tribal entity did not waive immunity merely by filing separate
 7 litigation. 765 F.3d 1010, 1026 (9th Cir. 2014). These cases reflect the same controlling
 8 principle: a tribe waives immunity only when it clearly and unequivocally consents to
 9 the specific claim asserted. *Bay Mills*, 572 U.S. at 788–90; *Kiowa*, 523 U.S. at 754–60.

10 Defendants do not meaningfully address these authorities. They cite no case
 11 holding that a tribe waives immunity to affirmative damages claims by filing an action
 12 to protect its immunity from an unauthorized arbitration. Defendants ask the Court to
 13 treat the Tribe's immunity-protective complaint as consent to litigate the merits of
 14 alleged contract claims seeking millions of dollars. That argument defies credulity and
 15 directly contradicts *Potawatomi*, *Quinault*, *White*, and similar authorities.

16 The Tribe filed this action for one limited purpose: to prevent Defendants from
 17 prosecuting an AAA arbitration against the Tribe without a valid waiver of sovereign
 18 immunity. ECF No. 1 ¶¶ 1, 3–5, 29–47. The Complaint seeks declarations concerning
 19 sovereign immunity, arbitrability, and AAA's lack of jurisdiction over the Tribe. *Id.* at
 20 ¶¶ 30–47. It does not seek money. It does not ask the Court to adjudicate liability under
 21 the Notes. It does not ask the Court to adjudicate liability under the Settlement Sharing
 22 Agreement. It merely asks the Court to decide whether Defendants may force the Tribe
 23 into an arbitral forum without consent.

24 Defendants' Counterclaims seek different relief. They ask the Court to grant the
 25 relief sought through the challenged arbitration and to order the Tribe to pay amounts
 26 allegedly due under the Settlement Sharing Agreement or, alternatively, the Notes. ECF
 27 No. 24 ¶¶ 23–37 & Prayer. They also seek declarations fixing the parties' rights under
 28 those documents. *Id.* Those claims do not mirror the Tribe's requested relief. They do

1 not seek recoupment from any recovery the Tribe seeks, because the Tribe seeks no
2 monetary recovery. They assert affirmative contract claims that Defendants could not
3 bring in a standalone action absent an express waiver.

4 Defendants' theory would punish any tribe that seeks judicial protection of its
5 immunity. If filing an action to stop an unauthorized arbitration opened the door to
6 plenary damages litigation, a tribe's effort to enforce its immunity would forfeit the
7 very immunity that it seeks to enforce. Federal law does not impose this Hobson's
8 choice on a tribe. Because the Tribe's Complaint did not clearly and unequivocally
9 consent to Defendants' affirmative damages and declaratory claims, the Court should
10 reject Defendants' waiver argument and dismiss the Counterclaims.

11 **C. Defendants' Discovery Request Is an Impermissible Fishing Expedition.**

12 Defendants' request for jurisdictional discovery fails because they offer nothing
13 more than wishful speculation that discovery might uncover a waiver of sovereign
14 immunity. A party seeking jurisdictional discovery must do more than speculate that
15 favorable facts may exist. Courts within the Ninth Circuit permit jurisdictional
16 discovery only where the requesting party identifies specific facts that discovery is
17 likely to uncover and makes a colorable showing that those facts could establish
18 jurisdiction. *See Boschetto v. Hansing*, 539 F.3d 1011, 1020 (9th Cir. 2008); *Pebble*
19 *Beach Co. v. Caddy*, 453 F.3d 1151, 1160 (9th Cir. 2006). Courts routinely deny
20 jurisdictional discovery where the request rests on "little more than a hunch that it might
21 yield jurisdictionally relevant facts." *Boschetto*, 539 F.3d at 1020. That principle carries
22 particular force where sovereign immunity deprives the court of jurisdiction absent a
23 clear and unequivocal waiver. *See Treasure v. United States*, CV-20-75-GF-BMM,
24 2021 WL 4820255, at *2–3 (D. Mont. Oct. 15, 2021) (denying jurisdictional discovery
25 and dismissing for lack of jurisdiction where tribal sovereign immunity applied and no
26 clear, unequivocal waiver was shown); *World Touch Gaming, Inc. v. Massena Mgmt.,*
27 *LLC*, 117 F. Supp. 2d 271, 274–76 (N.D.N.Y. 2000) (recognizing that jurisdictional
28

1 discovery may be appropriate in limited circumstances, but dismissing for lack of
2 jurisdiction where the plaintiff failed to establish a valid waiver of tribal sovereign
3 immunity and the record showed that only the tribal council could waive immunity).

4 Defendants do not identify any waiver. They do not cite any tribal resolution
5 waiving immunity. They do not identify any language in the Notes waiving immunity.
6 They do not identify any language in the Settlement Sharing Agreement waiving
7 immunity. Instead, they ask the Court to permit discovery because, in their words, the
8 Tribe has not produced various tribal resolutions, and discovery might reveal whether
9 a waiver exists. ECF No. 35 at 3–4, 8–9. That is the very definition of a fishing
10 expedition. Defendants seek discovery not because they possess evidence of a waiver,
11 but because they hope discovery might uncover one.

12 That mere hope cannot satisfy their burden. Defendants bear the burden of
13 establishing subject matter jurisdiction. Yet their opposition concedes they do not know
14 what any relevant tribal resolution says. They speculate that some unidentified
15 resolution concerning the Notes or related agreements could conceivably contain
16 language that might possibly be interpreted to waive sovereign immunity. *Id.* at 3–4,
17 8–9. Courts do not authorize jurisdictional discovery based on an unfounded hope that
18 discovery will reveal something useful. *See Boschetto*, 539 F.3d at 1020.

19 The existing record negates Defendants’ speculation. The Tribe’s Constitution
20 vests the authority to waive sovereign immunity exclusively in the Tribal Council.
21 Guidiville Constitution art. V, § 1(k). The Constitution further requires that official
22 Tribal Council decisions be embodied in resolutions. *Id.* art. IX, § 2. Donald Duncan
23 confirmed those requirements in his declaration submitted with the preliminary
24 injunction motion. ECF No. 12-1 ¶¶ 5–7. David Galarza then reviewed the Tribe’s
25 records and identified the resolutions relating to the 2006 Letter Agreement and the
26 Notes. ECF No. 12-2 ¶¶ 7–9. He confirmed that the Tribe authorized the limited waiver
27 contained in the 2006 Letter Agreement and that no resolution authorizes a waiver of
28 immunity relating to either Note. *Id.* ¶¶ 7–9. He also confirmed that the Tribe’s records

1 contain no resolution authorizing a waiver of immunity relating to the Settlement
2 Sharing Agreement. *Id.* ¶ 11. Defendants offer no evidence to rebut those sworn
3 statements. Defendants contend that they should be able to see the resolutions at issue,
4 but they are seeking to see resolutions that the Galarza Declaration makes clear do not
5 exist. Defendants contend that they should be able to see the resolutions regarding the
6 2006 Letter Agreement, but the Tribe admits that a Tribal resolution authorizes the
7 limited waiver of immunity set forth in the 2006 Letter Agreement, so there is no
8 justification for such discovery.

9 The Court should not permit discovery merely because Defendants disagree with
10 the answer they received. Sovereign immunity protects tribes not only from liability
11 but from the burdens of litigation itself. *See Bay Mills*, 572 U.S. at 788; *Kiowa*, 523
12 U.S. at 754. Those protections lose much of their force if a party may subject a tribe to
13 discovery simply because it lacks evidence of a waiver and wishes to search for one.
14 Defendants seek exactly the litigation burdens, discovery burdens, and coercive judicial
15 process that sovereign immunity exists to prevent.

16 The Court should therefore reject Defendants' request for jurisdictional
17 discovery and decide the jurisdictional question on the record before it. That record
18 contains affirmative evidence that no waiver exists for the Notes or the Settlement
19 Sharing Agreement and contains no evidence to the contrary. Defendants' speculation
20 cannot create jurisdiction where none exists.

21 **D. Defendants Mischaracterize the Court's Preliminary Injunction**
22 **Order and the Hearing.**

23 In granting the Tribe's request for preliminary injunctive relief, this Court noted
24 that the balance of equities favored the Tribe and, in that context, commented:
25 "However, as discussed at the hearing, Defendants could litigate their claims in this
26 Court. Oral Argument at 47:50–55:10." ECF No. 23 at 9. Defendants attempt to
27 construe this comment from the Court as a determination by the Court that it had
28 jurisdiction to resolve Defendants' substantive claims on their merits. ECF No. 35 at

1 3–4, 6.

2 The hearing transcript unequivocally establishes that Defendants’ interpretation
 3 of the Court’s statement is wrong. The Court engaged in an extended discussion with
 4 counsel regarding the impact of granting preliminary injunctive relief on the available
 5 fora to address the merits of Defendants’ claims. ECF No. 40, 52:3–60:22. Throughout
 6 this discussion, undersigned counsel repeatedly set forth the Tribe’s position: “[I]n any
 7 forum there has to be threshold jurisdiction established” and the Tribe does not believe
 8 there is jurisdiction “to be able to get to the merits.” *Id.* 55:19–20, 22–24. The Tribe
 9 does not believe “this Court or any court has the jurisdiction to hear the merits.” *Id.* at
 10 56:4–5. “[T]here’s no path that gets to the merits.” *Id.* 57:17–18.

11 After the Tribe’s counsel stated, “we don’t believe that – this Court or any other
 12 court has the jurisdiction to hear the merits,” the following colloquy occurred: .

13 The Court: So, you don’t think I have . . . the ability
 14 to do that?

15 Mr. Crowell: Not on the merits, no.

16 The Court: Okay.

17 Mr. Crowell: You know, we believe –

18 The Court: Because there’s no waiver of immunity?

19 Mr. Crowell: Right, right. We believe that

20 The Court: So actually, I need to refine my statement.
 21 My statement isn’t that the merits are going to be done here
 22 if they’re going to fight over it. It’s going to be like we are
 23 done. It’s like we – we’re not going to get a trial. We’re not
 24 going to get to litigation on the merits.

25 *Id.* 56:4–20.

26 At the time of the hearing, Defendants’ counsel confirmed his understanding that
 27 if the Tribe prevailed on its sovereign immunity argument Defendants’ “only hope is
 28

1 to go to the Tribe,” later agreeing with the Court’s observation that the parties would
 2 otherwise be “left with nowhere to go.” *Id.* at 59:17–18. There is simply nothing in the
 3 Tribe’s argument in support of its injunctive request or the Court’s discussion of the
 4 parties’ respective positions during the hearing that would support Defendants’ attempt
 5 to construe this Court’s balancing of the hardships analysis as a determination that the
 6 Court has jurisdiction to reach the merits of Defendants’ claims.

7 **E. Defendants’ Jurisdictional Theories Independently Fail.**

8 Defendants cannot avoid sovereign immunity by invoking diversity jurisdiction,
 9 supplemental jurisdiction, or the existence of federal questions relating to the Tribe’s
 10 immunity. Federal courts lack subject matter jurisdiction when a tribe successfully
 11 invokes sovereign immunity. *See Grondal*, 37 F.4th at 617. A jurisdictional statute does
 12 not waive tribal immunity unless Congress clearly says so. *See Bodi*, 832 F.3d at 1016–
 13 17. That rule controls here. Defendants must identify both a jurisdictional basis and a
 14 clear waiver of immunity. They identify neither.

15 Defendants’ attempt to invoke diversity jurisdiction (ECF No. 24 ¶ 4) fails. The
 16 Ninth Circuit has held that an unincorporated Indian tribe is not a citizen of any state
 17 for purposes of diversity jurisdiction and therefore destroys complete diversity. *Am.*
 18 *Vantage Cos., Inc. v. Table Mountain Rancheria*, 292 F.3d 1091, 1098 (9th Cir. 2002).

19 The presence of an Indian tribe does not automatically create federal question
 20 jurisdiction, and the need to address tribal immunity does not supply jurisdiction over
 21 state law contract claims merely because a plaintiff anticipates an immunity defense.
 22 *See Coeur d’Alene Tribe v. Hawks*, 933 F.3d 1052, 1055 (9th Cir. 2019). Judge Corley
 23 recently applied that rule in a related action against this same Tribe, explaining that a
 24 state law breach-of-contract claim does not arise under federal law merely because it
 25 may involve “the scope, waiver, or abrogation of tribal sovereign immunity.” *Farella*
 26 *Braun + Martel LLP v. Guidiville Rancheria of Cal.*, No. 3:26-cv-00176-JSC, ECF No.
 27 39 at 1–2. Judge Corley also recognized the independent diversity problem: an
 28 unincorporated tribe cannot sue or be sued under diversity jurisdiction because it is not

1 a citizen of any state, and incorporated tribal entities create additional citizenship issues.
2 *Farella Braun*, ECF No. 39 at 2–3. Defendants’ bare allegation of diversity therefore
3 cannot establish jurisdiction over the Tribe.

4 Defendants’ attempted invocation of supplemental jurisdiction (ECF No. 24 ¶ 5)
5 fares no better. Supplemental jurisdiction expands the claims a federal court may hear
6 when it already has jurisdiction over a case; it does not waive sovereign immunity. *See*
7 *Quinault*, 868 F.3d at 1096–99 (affirming dismissal of counterclaims against tribe on
8 sovereign immunity grounds despite tribe’s own federal action). Defendants’
9 Counterclaims seek affirmative relief against the Tribe, including damages and
10 declarations regarding alleged obligations under the Settlement Sharing Agreement and
11 the Notes. ECF No. 24 ¶¶ 23–37 & Prayer. Supplemental jurisdiction cannot convert
12 the Tribe’s limited immunity-protective complaint into consent to litigate those
13 affirmative contract claims.

14 Finally, this Court’s jurisdiction over the Tribe’s claims does not confer
15 jurisdiction over Defendants’ Counterclaims against the Tribe due to the absence of a
16 sovereign immunity waiver. The Tribe filed this action to enjoin an unauthorized
17 arbitration and obtain declarations concerning sovereign immunity, arbitrability, and
18 AAA’s lack of jurisdiction. ECF No. 1 ¶¶ 1, 3–5, 29–47 & Prayer. The Tribe did not
19 seek damages, did not ask the Court to adjudicate liability under the Notes, and did not
20 ask the Court to adjudicate liability under the Settlement Sharing Agreement.
21 Defendants cannot use the Tribe’s limited request for immunity-protective relief as an
22 independent jurisdictional basis for affirmative claims that sovereign immunity
23 otherwise bars.

24 In the absence of a sovereign immunity waiver, this Court may not exercise
25 jurisdiction over the claims against the Tribe under any of Defendants’ jurisdictional
26 theories, and the Court should dismiss the Counterclaims under Rule 12(b)(1).

27 **II. CONCLUSION**

28 For all these reasons, Defendants have failed to carry their burden of establishing

1 a clear and unequivocal waiver of the Tribe's sovereign immunity applicable to their
 2 Counterclaims. Neither the Notes, the Settlement Sharing Agreement, nor the 2006
 3 Letter Agreement waives immunity for the affirmative damages and declaratory relief
 4 Defendants seek. Because sovereign immunity deprives the Court of jurisdiction over
 5 the Counterclaims, and because Defendants' request for jurisdictional discovery rests
 6 on nothing more than speculation, the Court should grant the Tribe's Motion to
 7 Dismiss, dismiss the Counterclaims in their entirety for lack of subject-matter
 8 jurisdiction, and deny Defendants' request for jurisdictional discovery.

9
 10 RESPECTFULLY SUBMITTED this 18th day of June, 2026.

11
 12 */s/ Scott D. Crowell*

13 Scott D. Crowell (admitted *pro hac vice*)
 14 CROWELL LAW OFFICE –
 15 TRIBAL ADVOCACY GROUP
 16 1487 W. State Route 89A, Suite 8
 17 Sedona, Arizona 86336
 18 Tel: (425) 802-5369 / Fax: (509) 235-5017
 19 Email: scottcrowell@hotmail.com

20 Mark J. Dillon (SBN No. 108329)
 21 GATZKE DILLON & BALLANCE LLP
 22 2762 Gateway Road
 23 Carlsbad, California 92009
 24 Tel: (760) 431-9501 / Fax: (760) 431-9512
 25 Email: mdillon@gdandb.com

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

CERTIFICATE OF SERVICE

I hereby certify that on this day, June 18, 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