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 Cher-Ae Heights Indian Community of the Trinidad Rancheria

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
EUREKA DIVISION

YUOK TRIBE,	)	Civ. No. 1:26-cv-05240-RMI
	)	
Plaintiff,	)	
	)	MEMORANDUM OF POINTS AND
v.	)	AUTHORITIES IN SUPPORT OF
CITY OF TRINIDAD, CHERYL KELLY,	)	CHER-AE HEIGHTS INDIAN
BRYCE KENNY, DOES 1-20	)	COMMUNITY OF THE TRINIDAD
	)	RANCHERIA'S [PROPOSED]
Defendants,	)	MOTION TO DISMISS
	)	
CHER-AE HEIGHTS INDIAN	)	
COMMUNITY OF THE TRINIDAD	)	DATE:
RANCHERIA, a federally recognized Indian	)	TIME:
Tribe,	)	LOCATION: Eureka-Mckinleyville
Defendant-Intervenor.	)	Courthouse, 3140 Boeing Ave,
	)	Mckinleyville, CA 95519

**MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF CHER-AE HEIGHTS INDIAN
 COMMUNITY OF THE TRINIDAD RANCHERIA'S [PROPOSED] MOTION TO DISMISS**

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SPECIALLY APPEARING CHER-AE HEIGHTS INDIAN COMMUNITY
OF THE TRINIDAD RANCHERIA'S [PROPOSED] MOTION TO DISMISS

Specially appearing Defendant-Intervenor Cher-Ae Heights Indian Community of the Trinidad Rancheria (Trinidad Rancheria, or Tribe), a federally recognized Indian tribe, moves to dismiss Plaintiff Yurok Tribe's (Plaintiff, or Yurok) Complaint pursuant to Fed. R. Civ. P. 12(b)(7), and expressly without waiving its sovereign immunity, on the grounds that the Tribe is a Rule 19 required party that cannot be joined due to sovereign immunity.

MEMORANDUM IN SUPPORT

Plaintiff seeks declaratory and injunctive relief against Defendants City of Trinidad (City), Cheryl Kelly, and Bryce Kenny (collectively, "Defendants") to rescind or invalidate: (1) the Partial Settlement Agreement (PSA) reached between Trinidad Rancheria and the City in ongoing State litigation related to ownership and management of the Tsurai Study Area (TSA) and appointment of the Trinidad Rancheria to the Tsurai Management Team (TMT); (2) City of Trinidad Resolution Number 2026-04 (Resolution) approving the PSA and appointing the Trinidad Rancheria to the TMT; and (3) the City of Trinidad's General Plan Policy Plan 69 (Policy 69), which in relevant part requires Trinidad Rancheria's approval for any disturbance, vegetative removal, and construction within certain parts of the TSA. *See* Compl., Prayer for Relief, ¶ B; PSA, attached to City's Request for Judicial Notice (hereinafter "RJN") [ECF No. 16-1] as Ex. B; Resolution, RJN, Ex. C; Policy 69, attached to the City's Complaint (City Complaint) in *City of Trinidad v. Tsurai Ancestral Society, et al.*, Humboldt County Superior Court Case No. DR 180684 (hereinafter "State Case"), RJN, Ex. J, as Ex. D.

It is clear from the face of the Complaint that Trinidad Rancheria—the direct beneficiary of the Resolution, PSA, changes to the TMT, and Policy 69—is the true target of Plaintiff's suit. And it is Trinidad Rancheria, not the City, who will be adversely (and immediately) affected by the requested relief. Yet Plaintiff has not brought this action against the Trinidad Rancheria, which also maintains the cultural and historical ties to the TSA alleged by Plaintiff. Instead, Plaintiff has named the City and its officials as Defendants in its suit, because Plaintiff

1 understands that Trinidad Rancheria, a federally recognized Indian tribe, is immune from suit.
 2 *See, e.g., Michigan v. Bay Mills Indian Community*, 572 U.S. 782 (2014). But attempting
 3 litigation absent the necessary and required party is precisely the sort of gamesmanship Fed. R.
 4 Civ. P. 19 is designed to address.

5 The Complaint expressly targets for rescission those City actions benefiting Trinidad
 6 Rancheria. The Trinidad Rancheria has not, however, waived the sovereign immunity to which it
 7 is entitled, and cannot be sued by Plaintiff. Because the Trinidad Rancheria is a required party
 8 that cannot be joined to the Complaint, the case cannot proceed in its absence. Plaintiff's
 9 Complaint must therefore be dismissed with prejudice in its entirety.

10 With its substantial rights at stake, the Trinidad Rancheria appears specially in this
 11 litigation for the limited purpose of moving to dismiss under Rules 12(b)(7) and 19. The Tribe
 12 does not by intervening in this action in this limited capacity consent to be sued, or in any
 13 capacity waive the sovereign immunity from suit to which it is entitled. *See Pit River Home &*
 14 *Agric. Coop. Ass'n v. United States*, 30 F.3d 1088, 1100 (9th Cir. 1994).

15 I. Background

16 As set forth more fully in Trinidad Rancheria's Motion to Intervene, [Docket No. 21]
 17 which is incorporated herein by reference, Plaintiff's Complaint arises from the ongoing State
 18 Case involving the ownership and management of the City-owned TSA, and the PSA entered
 19 into by the Trinidad Rancheria and the City to resolve one of Trinidad Rancheria's causes of
 20 action. The 2018 State Case—in which the City named Plaintiff and Trinidad Rancheria as
 21 Defendants—sought declaratory relief to, among other things, confirm the City's authority to
 22 appoint the Tribe to the TMT, and to resolve the City's obligations under Policy 69. *See City*
 23 *Complaint* ¶ 8, 14, RJN, Ex. J, as Ex. D.

24 After Plaintiff sought and was granted dismissal in the State Case on the basis of
 25 Plaintiff's sovereign immunity, Complaint ¶ 37, Trinidad Rancheria filed a Cross-Complaint
 26 seeking declaratory relief as to whether it could be added to the TMT and maintaining that its
 27 exclusion from the TMT was a violation of the Tribe's constitutional right to equal protection
 28

1 under the law. *See* Cross-Complaint of the Cher-Ae Heights Indian Community in the State Case
2 (Cross-Complaint), ¶¶ 20–32; 46–56, RJN, Ex. K. The Cross-Complaint also sought declaratory
3 relief that the City’s “transfer of ownership of the TSA to the Yurok Tribe, or jointly to the
4 Yurok Tribe and the TAS, without the approval of the Trinidad Rancheria in accordance with
5 Policy 69 and the City’s Open Space Ordinance, would violate applicable law and be
6 inconsistent with the City General Plan.” *Id.*, Prayer for Relief ¶ 2.

7 In response to the Trinidad Rancheria’s Cross-Complaint and related litigation, the City
8 and Trinidad Rancheria negotiated the PSA, under which the City agreed to pass the Resolution
9 unilaterally appointing the Tribe to the TMT and “condition[ing] the City’s participation in
10 future TMT meetings on the Trinidad Rancheria participation as a member of the TMT,” as
11 consideration for the Trinidad Rancheria’s dismissal of a cause of action in its Cross-Complaint.
12 Compl. ¶ 45; PSA at 1, RJN, Ex. B. After the City passed the Resolution on May 6, 2026 and the
13 City and Trinidad Rancheria signed the PSA, the Humboldt Superior Court confirmed that it
14 retained jurisdiction over the issues that were subject to the PSA under California Code of Civil
15 Procedure § 664.6. *See* RJN, Ex. H, 1356:4-26; RJN, Ex. I, 1969:8-24; *see also* Compl. ¶¶ 51–
16 53; Resolution ¶ K, RJN, Ex. C; PSA at 1, RJN, Ex. B. Importantly, the other causes of action in
17 Trinidad Rancheria’s Cross-Complaint against the City which were not resolved by the PSA and
18 Resolution—including declaratory relief sought with respect to Policy 69 and whether the
19 exclusion of Trinidad Rancheria violated the Tribe’s and its members’ rights to equal protection
20 under the law—remain pending in the State Case.

21 Following the Resolution and PSA in the State Case, Plaintiff filed the instant federal
22 action to: seek declaratory and injunctive relief against the City; cause the City to rescind its
23 action to approve the PSA and to appoint the Trinidad Rancheria to the TMT; recognize the
24 Trinidad Rancheria cultural affiliation with the historic village located adjacent to the Trinidad
25 Rancheria’s reservation lands settlement; and invalidate the PSA resolving one of the Trinidad
26 Rancheria’s causes of action in the State case. Plaintiff also seeks an order directing Defendant
27 City of Trinidad to rescind its Policy 69 regarding the TSA.

II. Legal Standard

A party may move to dismiss a complaint for “failure to join a party under Rule 19.” Fed. R. Civ. P. 12(b)(7); *Am. Greyhound Racing, Inc. v. Hull*, 305 F.3d 1015, 1022–25 (9th Cir. 2002). Non-parties that have not consented to the court’s jurisdiction may likewise specially appear to seek dismissal under Rule 19. *See Friends of Amador Cty. v. Salazar*, 554 Fed. Appx.562, 564 (9th Cir. 2014). It is well-established that a tribe’s voluntary participation in litigation for a limited purpose does not constitute a blanket waiver of immunity from suit in general. *Maverick Gaming LLC v. United States*, 123 F.4th 960, 978 (9th Cir. 2024). Rule 19 in turn sets forth a three-step inquiry: (1) whether the absent party “must be joined” under Rule 19(a); and (2) if so, whether joinder of that party is “feasible”; and (3) if joinder is infeasible, “whether, in equity and good conscience, the action should proceed among the existing parties or should be dismissed.” *Klamath Irrigation Dist. v. United States Bureau of Reclamation*, 48 F.4th 934, 943 (9th Cir. 2022).

III. Argument

Because Trinidad Rancheria is necessary to, or required for, this litigation, but has not waived and does not here waive its sovereign immunity from suit, the joinder of a necessary party is infeasible. Nor should this action—which determines the substantive rights of the Tribe—proceed among the existing parties, all of whom are adverse with respect to certain interests of the Tribe in the subject matter, in equity and good conscience. For these reasons, set forth more fully below, Trinidad Rancheria asks the Court to dismiss Plaintiff’s suit in its entirety with prejudice under Rules 12(b)(7) and 19.

a. Trinidad Rancheria is Required Under Rule 19(a).

A party is required if, “in that person’s absence, the court cannot accord complete relief among existing parties,” or, alternatively, if

that person claims an interest relating to the subject of the action and is so situated that disposing of the action in the person’s absence may: (i) as a practical matter impair or impede the person’s ability

1 to protect the interest; or (ii) leave an existing party subject to a
 2 substantial risk of incurring double, multiple, or otherwise
 3 inconsistent obligations because of the interest.

4 Fed. R. Civ. P. 19(a)(1).

5 The Trinidad Rancheria is a necessary or required party here under both prongs of Fed.
 6 R. Civ. P. 19(a): (1) complete relief cannot be accorded in its absence, and (2) Trinidad
 7 Rancheria claims a number of interests integral (if not identical) to the underlying subject matter
 8 and will be unable to protect those interests should the Court grant Plaintiff's requested relief.

9 First, Plaintiff's Complaint seeks to invalidate the PSA between the Trinidad Rancheria
 10 and the City, pursuant to which the Trinidad Rancheria voluntarily dismissed one of its causes of
 11 action against the City in the ongoing State Case because the PSA resolved that claim. *See*
 12 *Clinton v. Babbitt*, 180 F.3d 1081, 1088 (9th Cir. 1999) (holding Tribe had legally protected
 13 interest in preserving settlement agreement and explaining that "a district court cannot adjudicate
 14 an attack on the terms of a negotiated agreement without jurisdiction over the parties to that
 15 agreement"); *see also Meneses v. U-Haul Int'l, Inc.*, 2012 WL 669518, at *5 (N.D. Cal. Feb. 29,
 16 2012) ("Enforcement of a settlement agreement is governed by principles of contract law . . .
 17 Under those principles, an individual who is a party to a settlement agreement has standing to
 18 bring a motion to enforce the agreement." (internal citations omitted)). Trinidad Rancheria has a
 19 legally protected interest in its bargained-for PSA with the City, which benefits the Trinidad
 20 Rancheria.

21 Under Ninth Circuit decisions, and particularly with respect to contracts involving Indian
 22 tribes, all parties to a contract are necessary in an action to set aside the contract. *See e.g.*,
 23 *Maverick Gaming LLC v. United States*, 123 F.4th 960, 972–80 (9th Cir. 2024), *cert. denied*, 146
 24 S. Ct. 98 (2025); *Dine Citizens Against Ruining Our Env't v. Bureau of Indian Affs.*, 932 F.3d
 25 843, 852–57 (9th Cir. 2019); *Am. Greyhound Racing, Inc.*, 305 F.3d at 1025.

26 Moreover, in a case such as this, where the Complaint seeks to nullify the contract, it is a
 27 "fundamental principle" that "a party to a contract is necessary, and if not susceptible to joinder,
 28

1 indispensable to litigation seeking to decimate that contract.” *See Dawavendewa v. Salt River*
2 *Project Agr. Imp. & Power Dist.*, 276 F.3d 1150, 1157 (9th Cir. 2002); *see also Manybeads v.*
3 *United States*, 209 F.3d 1164, 1166 (9th Cir. 2000) (where the plaintiff sought to “undo[]”
4 agreements to which the tribe was a party, the tribe “qualifie[d] as a necessary party under both
5 parts of Rule 19(a)”). Here, Trinidad Rancheria’s interests in the PSA are substantial. If the
6 Court voids the PSA as Plaintiff requests, it would rescind the appointment of the Trinidad
7 Rancheria to the TMT impairing substantial sovereign and governmental rights of the Tribe
8 detailed below. In addition, nullification of the PSA would impair or deny the Trinidad
9 Rancheria’s ability to pursue what it believed to be the already-resolved cause of action in the
10 State Case.

11 Second, Plaintiff’s Complaint seeks to invalidate the Resolution—adopted pursuant to the
12 terms of the PSA—which appointed Trinidad Rancheria to the TMT, an advisory committee
13 tasked with overseeing the City’s ownership and management of the TSA, and from which the
14 Tribe has wrongly been excluded from for nearly 20 years. The Trinidad Rancheria contends that
15 the exclusion of the Tribe from the TMT was a violation of the Trinidad Rancheria’s
16 constitutional right to equal protection under the law, and the Tribe has a substantial interest in a
17 Complaint seeking to rescind the City Council Resolution intended to prospectively correct this
18 wrong by appointing the Trinidad Rancheria to the TMT.

19 Third, the Complaint seeks to deny the Trinidad Rancheria its legally protected right to
20 negotiate an agreement with the City to represent the Trinidad Rancheria’s cultural interests, and
21 the cultural interests of its tribal members, in their ancestral homelands through an equal seat on
22 the TMT. In addition, the relief requested in the Complaint would effectively bar the Trinidad
23 Rancheria from asserting its cultural and ancestral ties to a portion of its ancestral homelands
24 located immediately adjacent to the Trinidad Rancheria, which would impair its sovereign right
25 to engage with a local government and consultation rights provided under California and local
26 law (e.g., Government Code § 65352.3(a)(1), Public Resources Code § 21080.3.1(b), and City of
27 Trinidad General Plan Policy 69). Though Plaintiff may dispute the Tribe’s ancestral and cultural
28

ties to the TSA, Trinidad Rancheria asserts them nonetheless (just as Plaintiff asserts its own ties). In fact, the goal of Plaintiff's Complaint is to secure a court order that would deny the Trinidad Rancheria the remedy to a long-standing wrong and bar the Trinidad Rancheria from representing its tribal members on a City advisory committee (the TMT), overseeing the City's management and ownership of the City-owned land adjacent to the Trinidad Rancheria's reservation lands with which the Tribe asserts cultural and ancestral ties. These are substantial governmental interests unique to the Trinidad Rancheria, which the Trinidad Rancheria has sought to address through the State Case.

Fourth, Plaintiff seeks to eliminate the City's longstanding recognition of the Trinidad Rancheria embodied in Policy 69 by seeking an order directing the City to rescind that Policy. Rescission of Policy 69 would have obvious and immediate adverse effects on the Trinidad Rancheria. For example, it would adversely affect the Trinidad Rancheria's standing as a stakeholder with interest in the TSA, and Trinidad Rancheria's approval authority regarding proposed projects in the TMP. *See* Cross-Compl. ¶¶ 16, RJN, Ex. K ("Citing among other things Policy 69, the TMP expressly recognizes the Trinidad Rancheria as a stakeholder with interest in the TSA."); *id.* ¶ 34 ("The TMP must be consistent with the City General Plan, including Policy 69 . . ."). Additionally, Policy 69 is a significant element of multiple causes of action in the Cross Complaint, *see id.* ¶ 16, and its rescission would adversely affect the Trinidad Rancheria's ability to litigate the ongoing State Case. Moreover, the City also cites Policy 69 in its Resolution as a fact underlying the City Council's appointment of Trinidad Rancheria to the TMT. PSA § I.5, RJN, Ex.B.

In short, though Plaintiff names the City and its officials as Defendants in the Complaint, it is Trinidad Rancheria whose interests are directly and adversely impacted by the requested relief. It is Trinidad Rancheria who is the real party in interest in Plaintiff's litigation, for it is Trinidad Rancheria whose claims against the City could be impaired, just as it is Trinidad Rancheria—not the City—who would lose a seat at the table responsible for managing the lands to which it maintains cultural and historic ties.

1 In addition, complete relief is not available where the absent party is a tribal signatory to
 2 the agreement at issue (here, the PSA), because the judgment would not be binding on the tribe,
 3 which could still attempt to assert its rights under the agreement. *See Dawavendewa*, 276 F.3d at
 4 1159 (holding the Defendant could “face the substantial possibility of multiple or inconsistent
 5 obligations if [tribal party] [was] not a party to th[e] suit”). So too here—any rescission of the
 6 PSA could subject the City to inconsistent obligations once Trinidad Rancheria (who is not
 7 currently party to this litigation) seeks to enforce the City’s obligations to the Tribe under the
 8 PSA.

9 Finally, Plaintiff’s efforts to make an end run around tribal sovereign immunity by
 10 naming only Defendants and not Trinidad Rancheria in the Complaint impair the Tribe’s
 11 sovereign immunity, as parties cannot “circumvent the barrier of sovereign immunity” by
 12 substituting others in lieu of the Tribe. *Dawavendewa*, 276 F.3d at 1160.

13 ***b. Joinder of Trinidad Rancheria is Not Feasible Due to the Tribe’s Sovereign***
 14 ***Immunity from Suit.***

15 Plaintiff seeks declaratory and injunctive relief that would impair or deny the Trinidad
 16 Rancheria of legally protected interests detailed above, making the Trinidad Rancheria a required
 17 party under Rule 19(a)(1). But Plaintiff cannot sue the Tribe for this relief: Trinidad Rancheria is
 18 a federally recognized Indian tribe and, therefore, immune from suit without its consent or
 19 authorization of Congress, neither of which have been established here. Specifically, federally
 20 recognized Indian tribes “possess[] the common-law immunity from suit traditionally enjoyed by
 21 sovereign powers.” *Santa Clara Pueblo v. Martinez*, 436 U.S. 49, 58 (1978). The “common law
 22 sovereign immunity possessed by the Tribe is a necessary corollary to Indian sovereignty and
 23 self-governance.” *Three Affiliated Tribes of Fort Berthold Reservation v. Wold Eng’g*, 476 U.S.
 24 877, 890 (1986). Therefore, “[a]s a matter of federal law, an Indian tribe is subject to suit only
 25 where Congress has authorized the suit or the tribe has waived its immunity.” *Kiowa Tribe of*
 26 *Oklahoma v. Mfg. Techs., Inc.*, 523 U.S. 751, 754 (1998). A waiver of sovereign immunity
 27 “cannot be implied but must be unequivocally expressed.” *See Santa Clara Pueblo*, 436 U.S. at
 28

58 (internal quotations omitted). Here, Trinidad Rancheria has not waived the sovereign immunity to which it is entitled, and Congress has not authorized the suit. Trinidad Rancheria cannot be sued by Plaintiff in this litigation.

In an attempt to sidestep this jurisdictional bar, Plaintiff names Defendants. But Fed. R. Civ. P. 19 forbids this end-run around the Tribe. At bottom, Trinidad Rancheria is a required or necessary party who must be joined for Plaintiff's action to proceed, but joinder is not feasible due to the Tribe's established sovereign immunity from suit.

c. The Action Should Not Proceed Among the Existing Parties.

Rule 19(b) provides that when a required party cannot be joined, "the court must determine whether, in equity and good conscience, the action should proceed among the existing parties or should be dismissed." Fed. R. Civ. P. 19(b). The rule sets forth a series of factors for courts to consider in such circumstances: (1) the extent to which a judgment rendered in the party's absence might prejudice the absent party or the existing parties; (2) the extent to which the court could lessen or avoid any prejudice; (3) whether a judgment rendered in the person's absence would be adequate; and (4) whether the plaintiff would have an adequate remedy if the action were dismissed for nonjoinder. *See* Fed. R. Civ. P. 19(b)(1)–(4).

However, the Supreme Court has held that a party's sovereign immunity is an overriding consideration that is generally determinative. *See Republic of Philippines v. Pimentel*, 553 U.S. 851, 867 (2008) ("[W]here sovereign immunity is asserted, and the claims of the sovereign are not frivolous, dismissal of the action must be ordered where there is a potential for injury to the interests of the absent sovereign."); *see also Deschutes River All. v. Portland Gen. Electric Co.*, 1 F.4th 1153, 1163 (9th Cir. 2021); *Jamul Action Comm. v. Simermeyer*, 974 F.3d 984, 998 (9th Cir. 2020) ("The balancing of equitable factors under Rule 19(b) almost always favors dismissal when a tribe cannot be joined due to tribal sovereign immunity."); *Kescoli v. Babbitt*, 101 F.3d 1304, 1311 (9th Cir. 1996) ("If the necessary party is immune from suit, there may be very little need for balancing Rule 19(b) factors because immunity itself may be viewed as the compelling

factor.”) (international quotations omitted) (quoting *Confederated Tribes v. Lujan*, 928 F.2d 1496, 1500 (9th Cir. 1991)).

The Ninth Circuit recently stated that the “[court] [has] found ‘a wall of circuit authority in favor of dismissing actions in which a necessary party cannot be joined due to tribal sovereign immunity—virtually all of the cases to consider the question appear to dismiss under Rule 19, regardless of whether an alternative remedy is available, if the absent tribes are Indian tribes invested with sovereign immunity.’” *Maverick Gaming LLC*, 123 F.4th at 981 (quoting *Deschutes River All. v. Portland Gen. Elec. Co.*, 1 F.4th 1153, 1163 (9th Cir. 2021)). Nevertheless, the Rule 19(b) factors weigh in favor of the Tribe in this case.

i. Judgment Will Prejudice Absent and Existing Parties.

Plaintiff requests relief that prejudices Trinidad Rancheria, the absent party, but also prejudices the named Defendants. With respect to the Tribe, Plaintiff seeks to deprive Trinidad Rancheria of: (1) its bargained-for benefits under the PSA, which partially resolved one of the Tribe’s causes of action in long-standing litigation against the City; (2) the right to participate as a member of the TMT and to represent the Tribe’s interests in the management of City-owned lands to which Trinidad Rancheria maintains cultural and historical ties; and (3) its ability to pursue its Cross-Complaint in the ongoing State litigation. For the City, whom Plaintiff has named in the litigation, Plaintiff’s Complaint presents multiple inconsistent obligations. Should Plaintiff’s requested relief be granted, the City’s PSA will be declared null and void, but Trinidad Rancheria—who is not named—may still seek to vindicate its own contracted-for rights under the agreement, as its own interests have not been adjudicated by the Court.

ii. The Court Cannot Lessen or Avoid Prejudice to Trinidad Rancheria.

The issue at bar is the Tribe’s right not to have its cultural and contractual interests adjudicated in its absence. The Court cannot decide Trinidad Rancheria’s protected interests without its participation in the litigation, and, on those grounds alone, Plaintiff’s Complaint must be dismissed. Nor can the City adequately represent the Tribe’s interests; as demonstrated by the mere existence of the PSA and Resolution, the two have historically been at odds with respect to

Trinidad Rancheria's participation in the management of the TSA, and the City cannot be expected to represent a party it has so often and recently opposed. *See Greyhound Racing, Inc.*, 305 F.3d at 1023, n. 5.

iii. Any Judgment Rendered in Trinidad Rancheria's Absence Would be Inadequate.

Despite the Complaint's dozens of express references to Trinidad Rancheria and its cultural ties to the TSA, Plaintiff has excluded the Tribe from an action which—if granted—will void a settlement agreement between the Trinidad Rancheria and the City resolving a Trinidad Rancheria cause of action against the City. Plaintiff's requested remedy also seeks to enjoin Trinidad Rancheria from participating on a City advisory committee, on which Plaintiff sits, regarding the management of City-owned land located adjacent to the Trinidad Rancheria's reservation lands and within its own ancestral homelands. And though the City certainly maintains some interest in upholding the PSA, Trinidad Rancheria and the City remain opposing parties in the State Case. For the reasons set forth above, the City is an inappropriate stand-in for the Tribe's interests.

iv. Plaintiff is Not Entitled to an Adequate Remedy.

In *Republic of Philippines*, the Supreme Court stated: "Dismissal under Rule 19(b) will mean, in some instances, that plaintiffs will be left without a forum for definitive resolution of their claims. But that result is contemplated under the doctrine of . . . sovereign immunity." 553 U.S. at 872. So too here.

IV. Conclusion

Trinidad Rancheria is the real party in interest in this litigation, and it has not waived its immunity from Plaintiff's lawsuit. Accordingly, the Tribe respectfully requests this Court to dismiss Plaintiff's claims in their entirety with prejudice pursuant to Rules 12(b)(7) and 19.

1 Dated: July 06, 2026

THE RYAN LAW GROUP

2
3 By: /s/ Timothy J. Ryan
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