IN THE UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

Case No. 21-15751

Chicken Ranch Rancheria of Mewuk Indians, et al.,

Plaintiffs-Appellees

v.

State of California, et al.,

Defendants-Appellants.

On Appeal from the United States District Court
For the Eastern District of California

No. 1:19-cv-00024-AWI-SKO
Honorable Anthony W. Ishii, United States District Judge

MOTION FOR LEAVE TO FILE BY CALIFORNIA STATE ASSOCIATION OF COUNTIES IN SUPPORT OF DEFENDANTS-APPELANTS STATE OF CALIFORNIA

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MOTION FOR LEAVE TO FILE AMICUS CURIAE BRIEF OF CALIFORNIA STATE ASSOCIATION OF COUNTIES

Pursuant to Federal Rule of Appellate Procedure 29(a), the California State Association of Counties (CSAC) respectfully requests leave to file an amicus curiae brief in support of the Appellants. The proposed amicus brief is attached. CSAC has no pecuniary interest in the outcome of this case.[1]

CSAC is a non-profit corporation. The membership consists of the 58 California counties. CSAC sponsors a Litigation Coordination Program, which is administered by the County Counsels' Association of California and is overseen by the Association's Litigation Overview Committee, comprised of County Counsels throughout the state. The Litigation Overview Committee monitors litigation of concern to counties statewide and has determined that this case is a matter affecting all counties.

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[1] No party's counsel authored this amicus brief in whole or in part. No party or party's counsel contributed money intended to fund preparation or submission of this amicus brief. No one other than amicus and its counsel contributed money intended to fund preparation or submission of this amicus brief.

The tribal-state gaming compact negotiation topics challenged by the Appellees includes the mitigation of off-reservation impacts and agreements with the local governments that provide the services needed to operate a gaming facility. The district court found that these topics, unrelated to a tax, fees, or new revenue sharing, require specified meaningful concessions from the State, contrary to the Indian Gaming Regulatory Act (IGRA) and the case law interpreting the Act. Specifically, the district court held that the State's position amounted to a significant imposition of state environmental law despite the fact that key elements of state environmental regulation are absent from the form of tribal-led project review found in many current compacts. These same topics have been successfully negotiated with many of the tribes currently operating class III gaming within California. The tribal environmental impact review process adopted in several compacts ensures the effects of new and expanded gaming facilities are considered and evaluated. Tribes across the state have entered Memorandums of Understanding with county governments to mitigate these impacts and guarantee tribal gaming facilities receive important and necessary services.

The district court's ruling does not comport with the law and could create confusion at a time when casinos in California are expanding to include more gaming and larger facilities, requiring an increasingly complex system of infrastructure and services like law enforcement, transportation, and emergency medical response and fire services. IGRA's tenets of cooperative federalism encompass legitimate state interests related to the public interest and safety inherent in these services. As the largest political subdivision of the State, counties work cooperatively with tribes on issues related to these legitimate state interests. The district court's ruling that these topics require individually allocated concessions from the State despite being allowable under IGRA, casts doubt on years of ratified compacts, many of which contain terms similar if not identical to those as issue in this case.

CSAC urges this court to overturn the verdict and judgment for the Appellees. If the State is forced to abandon valid points in the compact negotiations with the Appellees, counties will face escalating challenges in providing services for all their residents and infrastructure.

This result would be contrary to IGRA's direction that tribes consider the impacts gaming facilities have on the environment and the law's principles of cooperative federalism.

This Court should grant leave to file CSAC's amicus brief.

DATED: August 9, 2021

Respectfully submitted,

By: /s/ Laura E. Hirahara

Laura E. Hirahara, SBN 314767

Counsel for Amicus Curiae
California State Association of Counties

CERTIFICATE OF SERVICE

I hereby certify that on August 9, 2021, I electronically file the forgoing **MOTION FOR LEAVE TO FILE BRIEF OF AMICUS CURIAE CALIFORNIA STATE ASSOCIATION OF COUNTIES** with the Clerk of the Court for the United States Court of Appeals for the Ninth Circuit using the appellate CM/ECF system.

I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the appellate CM/ECF system.

/s/ Laura E. Hirahara

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I. CORPORATE DISCLOSURE STATEMENT [F.R.A.P., Rule 20(a)(4)(A), 26.1]

Amicus Curiae California State Association of Counties (CSAC) is a non-profit corporation. CSAC does not have a parent corporation, and no publicly held corporation owns 10% or more of its stock.

II. AMICUS IDENTITY STATEMENT AND INTEREST IN THE CASE [F.R.A.P. Rule 29(a)(4)(D)]

CSAC is a non-profit corporation. The membership consists of the 58 California counties. CSAC sponsors a Litigation Coordination Program, which is administered by the County Counsels' Association of California and is overseen by the Association's Litigation Overview Committee, comprised of County Counsels throughout the state. The Litigation Overview Committee monitors litigation of concern to counties statewide and has determined that this case is a matter affecting all counties.

The question before this Court is an important issue for CSAC's member counties: whether the State is required under the Indian Gaming Regulatory Act (IGRA) to offer meaningful concessions in return for provisions addressing the off-reservation impacts of tribal gaming facilities in tribal-state class III gaming compacts.

The State aptly details the case law that defines the negotiation topics allowable in compacts under IGRA and the long-standing rule that a state is not required to offer meaningful concessions where it does not seek to impose a tax, fees, or new revenue sharing. Amicus does not repeat those arguments in this brief.

Instead, this brief details the State's interest in the mitigation of the off-reservation impacts of tribal gaming and the legitimacy of encouraging government-to-government agreements, which can bring stability and consistency to the flow of county services that the operation of gaming facilities requires. The district court's holding that these provisions can be negotiated only if the State offers meaningful concessions will likely make future compact agreements difficult to reach, an outcome contrary to IGRA's intent to promote cooperative federalism.

III. STATEMENT OF AUTHORSHIP AND FINANCIAL SUPPORT [F.R.A.P. Rule 29 (a)(4)(E)]

No party's counsel authored this amicus brief in whole or in part. No party or party's counsel contributed money intended to fund preparation or submission of this amicus brief. No one other than amicus and its counsel contributed money intended to fund preparation or submission of this amicus brief.

IV. STATEMENT CONCERNING CONSENT TO FILE [F.R.A.P. Rule 29(a)(2), Circuit Rule 29-3]

Appellants have granted Amicus consent to file, but the Appellees did not consent to the filling of this brief. Pursuant to F.R.A.P Rule 29(a)(3), Amicus Curiae has attached a Motion for Leave to File to the proposed amicus brief.

V. STATEMENT OF FACTS

Amicus Curiae joins Appellants' Statement of Facts found in Appellants' Opening Brief. Appellants' Opening Brief at pp.17-24, *Chicken Ranch Rancheria of Me-Wuk Indians v. Newsom*, No. 21-15751 (9th Cir. Aug. 2, 2021).

VI. INTRODUCTION

The Indian Gaming Regulatory Act (IGRA) creates a framework for the states and tribes to negotiate compact agreements to decide the terms under which tribes may engage in class III gaming operations. 25 U.S.C. § 2701 et seq. Within IGRA's approved topics of negotiation is a 'catch-all' provision that allows "any other subjects that are directly related to the operation of gaming activities," to be negotiated. 25 U.S.C. § 2710(d)(3)(C)(vii).

At issue here, the district court ruled that the State's negotiations included a push to subject the Appellees to government-to-government agreements and "chunks" of state environmental law, topics the court ruled do not squarely fall under the 'catch-all' provision without specific meaningful concessions. Neither IGRA or the case law supports the conclusion that these topics, unrelated to a tax, fee, or new revenue sharing, require individually allocated concessions from the State.

The district court's holding creates a standard not found in the law, and one which would generate confusion for tribes and counties across the state who work cooperatively through tribal compacts that contain provisions similar to those at issue in this case. The fact that the forms of project review and intergovernmental agreements encompassed in the State's negotiating topics are also found in many current compact agreements, supports a finding that these topics are permissible under IGRA's 'catch-all' provision without specific concessions. For the last 20 years, compact agreements containing similar terms have been successfully negotiated between the State and a majority of California tribes, all of whom have agreed to these provisions in order to safely develop and manage class III gaming facilities by addressing the off-reservation impacts caused by their construction and operations.

This remains the only way the State can ensure that the off-reservation impacts of these often large Nevada-style gaming facilities will be analyzed and mitigated, consistent with the State's legitimate interest in preserving its natural resources and IGRA's concept of cooperative federalism.

Amicus joins, without repeating, the Appellants' arguments that the State is not required to offer meaningful concessions, specifically allocated in compact negotiations where it does not seek a tax, fees, or new revenue sharing. Appellants' Opening Brief at 37-43. Indeed, the Appellees themselves took the approach in their compact proposals that a grouping of concessions could deal with various compact issues. If the district court's determination that negotiating topics that are unrelated to a tax, fees, or new revenue sharing require specified concessions, it would likely create an obstacle in compact negotiations between tribes and the State and could effectively disconnect communication between tribes and counties. These communications are essential for the successful operation of gaming facilities across the state, as the agreements that result from successful exchanges between tribes and local governments work to address public safety, critical transportation infrastructure, and other key supportive government services.

The district court's ruling, in placing a duty on the State to offer specified meaningful concessions allocated to topics unrelated to taxes, fees, or new revenue sharing, would make future agreement on compact terms less certain at a time when modern tribal gaming facilities in California are growing to outpace even the largest casinos in Las Vegas.

VII. ARGUMENT

A. IGRA intends for states and tribes to negotiate off-reservation impacts without requiring specific meaningful concessions.

Courts have consistently recognized the importance of state, federal, and tribal interests when interpreting IGRA, as this is how Congress intended the law to work to incorporate concepts of cooperative federalism. Under the law, it is within the State's authority to negotiate environmental review standards as "IGRA's compact requirement grants States the right to negotiate with tribes located within their borders regarding aspects of class III tribal gaming that might affect legitimate State interests." *Coyote Valley Band of Pomo Indians v. California (In re Indian Gaming Related Cases Chemehuevi Indian Tribe)*, 331 F.3d 1094, 1097 (9th Cir. 2003). Those legitimate interests can include "the interplay of such gaming with the State's public policy, safety, law and other interests, as well as impacts on the State's regulatory system[.]"

Rincon Band of Luiseno Mission Indians of the Rincon Reservation v. Schwarzenegger, 602 F.3d 1019, 1047 (9th Cir. 2010). The State's 'good faith' in compact negotiations may be determined by taking into account "the public interest, public safety, criminality, financial integrity, and adverse economic impacts on existing gaming activities[.]" 25 U.S.C. § 2710(d)(7)(B)(iii).

Compact agreements are the only avenue available to the State to negotiate terms with tribes to mitigate gaming development impacts, an avenue specially crafted under IGRA to recognize the substantial interest states have in the development of tribal gaming. In proposing a form of environmental review specifically tailored to tribal gaming development, and government-to-government agreements to address other off-reservation impacts, the State was acting within the scope of its interests directly related to the public interest and safety, as authorized by IGRA. The district court's ruling that the State is imposing a significant application of state environmental law, and that this and other proposals unrelated to a tax, fees, or new revenue sharing require meaningful concessions, unnecessarily creates obstacles around a carefully negotiated balance that ensures mitigation measures are adequately considered and critical local government services are sufficient to meet the needs of new tribal gaming developments.

IGRA explicitly directs that tribes consider off-reservation impacts, statutorily delegating to tribes responsibility over "the construction and maintenance of the gaming facility, and [that] the operation of that gaming is conducted in a manner which adequately protects the environment and the public health and safety[.]" 25 U.S.C. § 2710(b)(2)(E). The district court's conclusion that negotiating to mitigate the off-reservation impacts of tribal gaming requires a specific concession from the State defeats IGRA's intent and could needlessly burden the local communities neighboring class III gaming facilities.

B. Without the minimum level of project review found in most compact agreements, counties across the state could end up shouldering an outsized share of those impacts.

The questions in this case – whether the State's compact agreement negotiation topics require specific meaningful concessions under IGRA – affects more than the Appellees. California is home to 110 federally recognized tribes and has the highest Native American population in the country. *Frequently Asked Questions: Indian Tribes and Tribal Communities in California*, California Tribal-Court State-Court Forum (2018) http://www.courts.ca.gov/documents /TribalFAQs.pdf. According to reports from the California Gambling Control Commission, 66 casinos are operated by 63 tribes in at least 26 counties.

Tribal Casino Locations Alphabetical by Tribe, Cal. Gambling Control Comm'n (2020) http://www.cgcc.ca.gov/documents/Tribal/2020/List_of-Casinos_alpha_by_tribe_name.pdf. These operations stretch from one end of the state to the other, with tribal gaming facilities located less than a mile from the borders California shares with Oregon, Arizona, and Mexico. *Map of Tribal Casinos in California*, Cal. Gambling Control Comm'n, https://www.google.com/maps/d/embed?mid=1hE41TP0fep Lo9X7gGF3kL-YJLQY (last visited Aug. 2, 2021).

Of the counties with these facilities, more than half have entered MOUs with at least one local tribe. Some jurisdictions, like the County of San Diego which has MOUs with seven of the nine local tribes with class III gaming, manage several agreements in relation to a number of large casinos. These agreements span a wide range of county services and off-reservation impacts that can include law enforcement, fire and emergency medical response, transportation infrastructure, water resources related infrastructure, and health and human services. This becomes increasingly necessary when taking into consideration the scale of modern gaming facilities.

The most recently renovated casino in the state, managed by the San Manuel Band of Mission Indians and under a compact that contains the TEIR process, expanded this year to include two new gaming floors, bringing its total slot machine count to 6,500, the most of any casino in the Western United States. Amanda Ulrich, *San Manuel Casino to Open New Gaming This Weekend*, Palm Springs Desert Sun, Jul. 22, 2021, https://www.desertsun.com/story/news/2021/07/22/san-manuel-casino-open-new-bars-gaming-weekend/8029495002/. This includes Nevada's largest casino, the MGM Grand, with its 2,650 slot and table games, long considered the most extensive casino on the Las Vegas Strip. *Famous Casinos in Las Vegas*, MGM Resorts, Feb. 5, 2019, https://www.mgmresorts.com/en/casino/blog/5-most-popular-and-famous-mgm-casinos-in-las-vegas.html.

Agreements to address the off-reservation impacts of gaming effectively serve as the mitigation and monitoring plans in developing tribal gaming facilities to ensure that the long-term impacts of these complex structures are identified and continue to be mitigated. Without such agreements, counties and the general public would have to rely on a tribal identification of off-reservation impacts and any necessary mitigation.

Ultimately, the off-reservation impacts of gaming can be hard to quantify and cannot be addressed on an ad hoc basis, subject to the unilateral determination of a local tribe. Counties in particular need an identified process for negotiating impacts to roadways, public services, and the environment, impacts that will undoubtedly have an effect on infrastructure for which no other means of mitigation or compensation is available. The limited form of project review contained in the TEIR process is a legitimate solution to address this gap in the regulatory scheme. Yet this limited project review process cannot be characterized as applying chunks of state law when key portions of California's environmental protection policies are missing.

C. The limited form of environmental analysis proposed by the State is not a significant application of state law.

Most of the compact agreements that have been finalized following the 1999 agreements contain environmental regulations similar, if not identical, to those proposed by the State to the Appellees during their negotiations. *Ratified Tribal-State Gaming Compacts (New and Amended)*, Cal. Gambling Control , http://www.cgcc.ca.gov/?pageID= compacts (last visited Aug. 2, 2021).

The California Environmental Quality Act ("CEQA") is a complex set of regulations meant to guide decision-making towards considering the environmental consequences of a project at the earliest planning stages, and indeed concurrently with the planning process. Cal. Pub. Res. Code § 21000 et seq. Tribes under many currently ratified compact agreements across the state work to conduct a limited form of environmental analysis that protects the tribes' sovereignty while considering the impacts that the development of gaming facilities can have on the environment and a community. While several compact agreements in the state include provisions to ensure a minimum level of environmental impact analysis is completed, these provisions do not incorporate some of the more critical elements of CEQA.

Two of these elements, 'lead agency' obligations and remedies for noncompliance, are heavily litigated areas of environmental law that are not contained in the topics advanced by the State in its compact agreement negotiations with the Appellees. It does not follow that a process designed to place environmental review under the control of the tribe and tailored to address the issues directly related to gaming development is akin to significantly imposing state law when critical aspects of that same law are missing from the proposed compact regulations.

1. Tribes are not designated the 'lead agency' for projects under the heavily modified version of project review contained in most compact agreements.

Tribes under compact agreements with TEIR provisions are not subject to the lead agency designation found in CEQA, a term integral to the construction and enforcement of the law. Under CEQA, "[t]he lead agency, with responsibility for the process by which the EIR is written, approved and certified, plays a crucial role." *AquAlliance v. United States Bureau of Reclamation*, 287 F.Supp.3d 969, 990 (E.D. Cal. 2018). The lead agency must be properly identified and then comply with the statutory requirements precisely so that the public may stay informed of projects undertaken that impact the environment.

Where it has been determined a lead agency has made a decision that is out of compliance with CEQA, the law has detailed remedial steps that include a complete halt of project activities:

> (a) If a court finds, as a result of a trial, hearing, or remand from an appellate court, that any determination, finding, or decision of a public agency has been made without compliance with this division, the court shall enter an order that includes one or more of the following:
>
> > (1) *A mandate that the determination, finding, or decision be voided by the public agency, in whole or in part*.

> (2) If the court finds that a specific project activity or activities will prejudice the consideration or implementation of particular mitigation measures or alternatives to the project, *a mandate that the public agency and any real parties in interest suspend any or all specific project activity or activities*, pursuant to the determination, finding, or decision, that could result in an adverse change or alteration to the physical environment, until the public agency has taken any actions that may be necessary to bring the determination, finding, or decision into compliance with this division.
>
> (3) A mandate that the public agency take specific action as may be necessary to bring the determination, finding, or decision into compliance with this division.

Cal. Pub. Res. Code § 21168.9(a)(1)-(3), (emphasis added). While the regulations approved in most current compact agreements include a TEIR process, they do not include the definitions of a lead agency under CEQA. The State's request that the Appellees "make a good faith effort to incorporate the policies and purposes of CEQA" and federal environmental law is far from a significant requirement to follow state law. Appellants' Opening Brief at p. 48.

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2. Modern compact agreements do not contain the citizen suit element of CEQA.

Noncompliance with environmental regulations in current compact agreements is framed as a breach of the compact terms rather than giving rise to a cause of action to be pursued judicially by any plaintiff with sufficient standing.[1] This 'citizen suit' mechanism is central to CEQA, giving the law its effect. Standing under CEQA has been liberally construed so that a plaintiff's interest in enforcing a lead agency's public duties is sufficient. "[S]trict rules of standing that might be appropriate in other contexts have no application where broad and long-term [environmental] effects are involved." *Save the Plastic Bag Coalition v. City of Manhattan Beach*, 52 Cal.4th 155, 170 (2015). Other courts have found that in the CEQA context "the geographical nexus can be attenuated because effects of environmental abuse are not contained by political lines." *Burrtec Waste Industries, Inc. v. City of Colton*, 97 Cal.App.4th 1133, 1137 (2002) quoting *Citizens Assn. for Sensible Development of Bishop Area v. County of Inyo*, 172 Cal.App.3d 151, 159 (1985).

[1] "**Sec. 11.13. Failure to Prepare Adequate TEIR.** The Tribe's failure to prepare a TEIR that satisfies the requirements and standards of section 11.0 may be deemed a breach of this Compact and furthermore shall be grounds for issuance of an injunction or other appropriate equitable relief." *Tribal-State Compact Between The State of California and The Mooretown Rancheria of Maidu Indians Of California* 93 (2020) http://www.cgcc.ca.gov/documents/compacts/amended_compacts/Mooretown_Compact_2020.pdf

This broad interpretation includes a wide array of interested parties:

> The term 'citizen' in this context is descriptive, not prescriptive. It reflects an understanding that the action is undertaken to further the public interest and is not limited to the plaintiff's private concerns . . . [a]bsent compelling policy reasons to the contrary, it would seem that corporate entities should be as free as natural persons to litigate in the public interest.

Save the Plastic Bag Coalition, 52 Cal.4th at 168 (2015). The State Attorney General "also litigates CEQA challenges, settles CEQA claims at the earliest opportunity, and submits amicus briefs on CEQA matters presenting issues of statewide concern." *CEQA Litigation and Settlements*, Cal. Att'y Gen., https://oag.ca.gov/environment/ceqa/litigation-settlements (last visited Aug. 2, 2021).

The citizen suit component of CEQA is not an empty threat of litigation, and it is a considerable difference from what is found in the TEIR process. One report found commercial projects subject to CEQA were the second most common type of development projects to be challenged under the law. Jennifer L. Hernandez et al., *CEQA Judicial Outcomes: Fifteen Years of Reported California Appellate and Supreme Court Decisions 1-2*, Holland & Knight (2015). Only approximately 56% of all CEQA litigation over a 15-year period resulted in a determination the agency had adequately complied with the law's requirements. *Id*.

When making project decisions, lead agencies must be prepared to make a legal defense of the adequacy of its decisions on a variety of impacts, many of which touch on county services. The same report found:

> The topic most frequently found to be insufficiently analyzed (in 33% of cases) were utilities (e.g., water and sewer systems) and public services (e.g., fire and police services). The other most frequently criticized topical study areas were biological resources (28%), transportation/traffic (27%), air quality (27%) and hydrology/water quality (20%).

Id. at 2.

Contrast this with the requirements found in one of the most recently ratified compact agreements in which the tribe agreed to send notices at different stages to the Attorney General's office, among several state agencies. The compact makes no other references to the Attorney General or enforcement for noncompliance beyond remedies for breach of compact.[2] What the State has proposed to the Appellees in their negotiations are provisions that would require the tribes to agree to arbitration if project plans cannot be finalized through the TEIR process.

[2] "Upon commencing the preparation of the draft TEIR, the Tribe shall issue a notice of preparation to the State Clearinghouse, the State Gaming Agency, the County . . . the California Department of Justice, Office of the Attorney General[.]" *Compact of The Mooretown Rancheria of Maidu Indians* 83 (2020) http://www.cgcc.ca.gov/documents/compacts/amended_compacts/Mooretown_Compact_2020.pdf

While this is an important methodology for resolving disputes or impasses within the bounds of the compact agreement, when a lead agency acts under CEQA it becomes subject to litigation that can come from various sources seeking to enforce compliance with the law.

CEQA's main enforcement function is completely absent from compact agreements in California because through gaming compacts, tribes have retained the autonomous authority to evaluate the off-reservation impacts of gaming facilities. In negotiating the mitigation of these impacts, the State was not pursuing a significant imposition of state law over the Appellees, and in the absence of a request for a tax, fee, or new revenue sharing, was not required to offer specific meaningful concessions on these points.

VIII. CONCLUSION

Appellees are asking this Court to require the State to offer meaningful concessions in return for compact terms to mitigate the off-reservation impacts of tribal gaming facilities, previously only required when the State is seeking a tax, fee, or new revenue sharing.

The off-reservation impacts of tribal gaming must be addressed, and intergovernmental agreements help facilitate mitigation and serve an important role in advancing the State's legitimate interest in preserving the resources of the state for all within its borders. The district court's conclusion that these topics would not be in good faith without specific meaningful concessions from the State is not supported by IGRA or the case law and unnecessarily disrupts the compact negotiation process. It also casts uncertainty on how tribes develop gaming facilities as part of a whole community, a result contrary IGRA's instruction that tribal gaming operations are conducted so as to adequately protect the environment as well as the public health and safety.

For these reasons, Amicus Curiae respectfully requests that the Court reverse the district court ruling below.

Dated: August 9, 2021

Respectfully submitted,

By: /s/ Laura Ellen Hirahara
Laura Ellen Hirahara, SBN 314767

Counsel for Amicus Curiae
California State Association of Counties

CERTIFICATE OF COMPLIANCE WITH TYPE-VOLUME LIMITATION, TYPEFACE REQUIREMENTS, AND TYPESTYLE REQUIREMENTS

I certify as follows:

1. The foregoing amicus brief complies with the type-volume limitation of Fed. R. App. P. 29(a)(5) and 32(a)(7)(B) because it contains 3,212 words, excluding the parts of the brief exempted by Fed. R. App. P. 32(f); and

2. The foregoing amicus brief complies with the typeface requirements of Fed. R. App. P. 32(a)(5) and the type style requirements of Fed. R. App. P. 32(a)(6) because it has been prepared in a proportionally spaced typeface using Microsoft Word 2010, in font size 14, and font style Times New Roman.

Dated: August 9, 2021

Respectfully submitted,

By: /s/ Laura Ellen Hirahara

Laura Ellen Hirahara, SBN 314767

Attorney for Amicus Curiae
California State Association of Counties

CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing with the Clerk of the Court for the United States Court of Appeals for the Ninth Circuit by using the appellate CM/ECF system on August 9, 2021.

I certify that all participants in the case are registered CM/ECF users, and that service will be accomplished by the appellate CM/ECF system.

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