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7 Attorneys for Plaintiffs  
STAND UP FOR CALIFORNIA! and  
8 BARBARA LEACH

9  
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF MADERA

12 STAND UP FOR CALIFORNIA!, a  
13 California non-profit public benefit  
14 corporation; BARBARA LEACH, an  
individual,

15 Plaintiffs,

16 v.

17 EDMUND G. BROWN JR., in his official  
18 capacity as Governor of the State of  
California; and DOES 1-50 inclusive,

19 Defendants.

Case No. MCV062850

Dept: 4

Judge: Hon. Michael J. Jurkovich

**Declaration of Sean M. Sherlock in  
Support of Plaintiffs' Motion to File  
First Amended Complaint**

**Date:** September 24, 2013

**Time:** 8:30 am

**Place:** Dept. 4

Complaint filed: March 27, 2013

23 I, Sean M. Sherlock, declare as follows:

24 1. I am an attorney and member in good standing of the State Bar of  
25 California. I am a partner in the law firm of Snell & Wilmer L.L.P., counsel of record in  
26 this action for plaintiffs Stand Up for California! and Barbara Leach. I make this  
27 declaration in support of plaintiffs' Motion for Leave to File First Amended Complaint in  
28

1 the above-captioned action. Except where noted to be otherwise, I state the following of  
2 my own knowledge and, if called upon to do so, could and would testify competently to  
3 the following.

4 2. Attached as Exhibit "A" is a true and correct copy of the plaintiffs'  
5 proposed First Amended Complaint.

6 3. Attached as Exhibit "B" is a true and correct redline of differences between  
7 plaintiffs' pending complaint and plaintiffs' First Amended Complaint.

8 4. On or about July 9, 2013, I participated in a telephonic meet and confer with  
9 Mr. Timothy Muscat and Mr. William Torngren from the Attorney General's Office.  
10 During that telephone conference, I informed Mr. Muscat and Mr. Torngren that the  
11 plaintiffs intended to file an amended complaint.

12 5. On or about July 10, 2013, plaintiffs filed their Case Management  
13 Statement. A true and correct copy of the Case Management Statement is attached hereto  
14 as Exhibit "C." In paragraph 15, plaintiffs notified the Court and parties of their intent to  
15 amend the complaint.

16 6. On July 16, 2013, during the Court's hearing on the defendant's demurer, I  
17 notified the Court of plaintiffs' intention to amend their complaint.

18 7. On or about August 2, 2013, I sent an email to Mr. Muscat and Mr.  
19 Torngren with plaintiffs' proposed First Amended Complaint, and asked whether the  
20 defendant would stipulate to its filing. A true and correct copy of my email  
21 correspondence is attached hereto as Exhibit "D".

22 ///

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1           8.       On or about August 19, 2013, I received an email from Mr. Muscat stating  
2 that the Governor will not agree to a stipulation for filing plaintiffs' First Amended  
3 Complaint. A true and correct copy of Mr. Muscat's email correspondence is attached  
4 hereto as Exhibit "E".

5  
6           I declare under penalty of perjury under the laws of the State of California that the  
7 foregoing is true and correct.

8  
9           Executed this 20th day of August, 2013, at Costa Mesa, California.

10  
11           

12           Sean M. Sherlock

Exhibit A

1 Sean M. Sherlock (#161627)  
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16 v.

17 STATE OF CALIFORNIA; EDMUND G.  
BROWN JR., in his official capacity as  
18 Governor of the State of California;  
KAMALA D. HARRIS, in her official  
19 capacity as the Attorney General of  
California; CALIFORNIA GAMBLING  
20 CONTROL COMMISSION; BUREAU OF  
GAMBLING CONTROL; and DOES 1-50  
21 inclusive,

22 Defendants.

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**[PROPOSED] FIRST AMENDED  
COMPLAINT FOR  
DECLARATORY RELIEF AND  
PETITION FOR WRIT OF  
MANDATE**

23  
24 **INTRODUCTION**

25 1. This action challenges the August 31, 2012, action by defendant Edmund G.  
26 Brown Jr., Governor of the State of California (the "Governor"), concurring in the  
27 decision of the Secretary of the U.S. Department of the Interior (the "Secretary") to  
28 approve the application of a group of individuals who identify themselves as the North

1 Fork Rancheria of Mono Indians (“North Fork Tribe” or “Tribe”) to have land taken into  
2 federal trust for the purpose of developing a large off-reservation casino on a 305.49-acre  
3 parcel of land in Madera County (the “Madera Site”). Plaintiffs file this action to vacate,  
4 set aside, and invalidate the Governor’s concurrence on the grounds that the Governor  
5 lacked authority to take the action, and violated the separation of powers clause of the  
6 California Constitution. Plaintiffs seek a writ of mandate and declaratory judgment  
7 vacating, setting aside, and invalidating the Governor’s concurrence.

8 2. This action further challenges the constitutionality of Assembly Bill 277,  
9 Chapter 51, Statutes of 2013, adding section 12012.59 to the Government Code (“AB  
10 277”), and the underlying Tribal-State Compact between the State of California and the  
11 North Fork Tribe (the “Compact”). Plaintiffs seek a judgment declaring that AB 277 and  
12 the Compact are invalid and void for violating of the California Constitution, and a writ of  
13 mandate ordering defendants not to implement or enforce that statute or the Compact.

14 **PARTIES**

15 3. Plaintiff Stand Up For California! is a non-profit 501(c)(4) corporation  
16 organized under the laws of the State of California. Stand Up For California! is a  
17 community watchdog group that focuses on gambling issues affecting California citizens,  
18 including tribal gaming, card clubs, horse racing, satellite wagering, charitable gaming,  
19 and the state lottery. Stand Up For California! has supporters throughout the State of  
20 California and in the County of Madera, including the Madera Ministerial Association  
21 which, either themselves or through their members, live, do business, and own property in  
22 the County of Madera and within five miles of the Madera Site. If the proposed project at  
23 the Madera Site is allowed, Stand Up For California! and its supporters will personally  
24 suffer environmental, aesthetic, and economic harm. In addition, Stand Up For  
25 California!’s supporters will personally suffer injury by the increased risk of gambling,  
26 alcohol, and other personal addictions in their community, the financial strain on local  
27 government budgets by increasing demand for social services, and job losses in existing  
28 Madera businesses.

1           4.       Plaintiff Barbara Leach (“Leach”) is a resident of the County of Madera.  
2 She lives with her family in a home approximately seven miles from the Madera Site, and  
3 owns rental property within the City of Madera. She is employed as a children’s pastor,  
4 responsible for children’s religious education at the Valley West Christian Center, in the  
5 City of Madera. Leach has long opposed the proposed development at the Madera Site  
6 and made a trip to the Governor’s office personally to deliver to the Governor letters of  
7 opposition to the proposed casino. If the proposed project at the Madera Site is allowed,  
8 Leach will suffer direct harm as a result of the negative impacts associated with the  
9 construction and operation of a mega-casino at the Madera Site.

10           5.       Defendant State of California is the legal entity that, by and through its  
11 officials or designated agents, entered into a tribal-state compact with the North Fork  
12 Tribe pursuant to the Indian Gaming Regulatory Act of 1988.

13           6.       Defendant Edmund G. Brown Jr. is Governor of the State of California. He  
14 is sued in his official capacity only.

15           7.       Defendant Kamala D. Harris is the Attorney General of the State of  
16 California. Respondent Harris is responsible for the enforcement of AB 277 and the  
17 Compact. She is sued in her official capacity only.

18           8.       Defendant California Gambling Control Commission (the “Commission”) is  
19 a five member commission appointed by the Governor and the regulating body over tribal  
20 casinos authorized by the tribal-state gaming compacts.

21           9.       Defendant California Bureau of Gambling Control (the “Bureau”) is a state  
22 agency positioned within the Department of Justice’s Division of Law Enforcement.  
23 Among the primary functions of the Bureau are conducting investigations into the  
24 qualifications of individuals and business who apply to the Commission for state  
25 Gambling licenses and conducting compliance inspections of gambling operations  
26 throughout the state.

27           10.       Does 1 through 50 are other persons, agencies or entities whose identities  
28 are currently unknown to plaintiffs who should be made parties herein in order to provide

1 plaintiffs with complete relief.

2 **JURISDICTION AND VENUE**

3 11. This Court has jurisdiction over this action pursuant to its general subject  
4 matter jurisdiction. This Court also has jurisdiction over this action under Sections 1060  
5 and 1085 of the California Code of Civil Procedure.

6 12. Venue is proper in this Court under Section 393(b) of the California Code of  
7 Civil Procedure, because the cause, or some part of the cause, arose, and the injuries and  
8 unlawful acts alleged herein have occurred and continue to occur, in the County of  
9 Madera. The Governor's concurrence allowed the Secretary to take the Madera Site into  
10 trust for the purpose of developing a gaming facility in violation of California law, and  
11 transfers sovereignty and jurisdiction over the Madera Site from the State of California  
12 and the County of Madera to the North Fork Tribe. The Compact and AB 277 allow the  
13 North Fork Tribe to offer Class III gambling at the Madera Site.

14 13. Plaintiffs have no plain, speedy, or adequate remedy in the ordinary course  
15 of law unless this Court grants the relief sought herein to vacate, set aside, and invalidate  
16 the Governor's concurrence, the Compact and AB 277. In the absence of this requested  
17 remedy, the siting, construction, and operation of the proposed project at the Madera Site  
18 will occur in violation of California law.

19 **BACKGROUND**

20 14. This action involves the controversial issue commonly referred to as "off-  
21 reservation gaming," whereby private gambling operators and investors acquire property  
22 located near a large population of prospective gambling patrons, and partner with a local  
23 Indian tribe to apply to the federal government for the right to develop and operate a  
24 casino.

25 15. On March 1, 2005, the North Fork Tribe submitted an application to the  
26 U.S. Department of the Interior ("DOI") and the Bureau of Indian Affairs ("BIA") to have  
27 the Madera Site taken into trust for the purposes of conducting class III gaming.

28 16. The North Fork Tribe and its partner – Las Vegas-based Station Casinos



1 LLC -- intend to develop, construct, and operate a large class III gaming casino-resort on  
2 the 305.49-acre Madera Site adjacent to State Route 99 in Madera County, approximately  
3 40 miles from the North Fork Tribe's existing 80-acre Rancheria. The Madera Site lies on  
4 the northern boundary of the City of Madera, about four miles from the city center, and in  
5 close proximity to residential neighborhoods. The proposed casino will include an 83,065  
6 square-foot main gambling hall, up to 2,500 Las Vegas-style slot machines, table games,  
7 and bingo. The site also will include a 200-room hotel, and 4,500 parking spaces.

8 17. The Madera Site was purchased by SC Madera Development, LLC, a  
9 subsidiary of Station Casinos. Station Casinos has funded the North Fork Tribe's  
10 development efforts, and in return the North Fork Tribe has signed a casino management  
11 contract with Station Casinos, giving it the right to operate the casino and receive 24% of  
12 the casino's net income.

13 18. The Indian Gaming Regulatory Act of 1988, 25 U.S.C. § 2701 *et seq.* (the  
14 "IGRA"), prohibits gambling on lands taken into trust for Indians after 1988, except under  
15 limited exceptions. In this case, the Secretary relied on an exception referred to as the  
16 "Secretarial determination" or two-part determination, under which the Secretary must  
17 find: (1) it would be in the best interest of the tribe to establish gaming on such land, and  
18 (2) the establishment of gaming on such land would not be detrimental to the surrounding  
19 community. 25 U.S.C. § 2179(b)(1)(A). In addition, the Governor of the state in which  
20 the land is located must "concur" with the Secretary's two-part determination. If the  
21 Governor fails to concur, gaming is not permissible and, if the application also involves a  
22 trust request, the land cannot be transferred into federal trust.

23 19. Nothing in the IGRA grants the Governor any authority beyond that which  
24 he has under state law.

25 20. By letter dated September 1, 2011, Larry Echo Hawk, then Assistant  
26 Secretary for Indian Affairs, informed the Governor that he had made a favorable two-part  
27 determination under the IGRA on behalf of the Secretary, and requested that the Governor  
28 approve, by his concurrence, the siting and development of the proposed casino at the

1 Madera Site.

2 21. On August 31, 2012, the Governor issued his concurrence with the  
3 Secretary's two-part determination, stating "While I am reluctant to allow the expansion  
4 of gaming on land currently ineligible for it, I concur in your determination. . . ." When  
5 the Governor issued his concurrence, he also announced that he had already negotiated a  
6 Compact with the Tribe, which he intended to submit to the California Legislature for  
7 ratification.

8 22. Section 14.2 of the Compact states the following:

9 If the Governor's concurrence with the Secretary's September  
10 1, 2011 determination, pursuant to Section 20(b)(1)(A) of  
11 IGRA (25 U.S.C. § 2719(b)(1)(A)), that the federal  
12 government should acquire the 305-Acre Parcel in trust for the  
13 Tribe's benefit is determined by the Secretary or a court of  
14 competent jurisdiction to be void or voidable or invalid in  
15 whole or in part for any reason, then this Compact shall be  
16 deemed null and void.

17 23. The Governor did not identify the source of his authority to concur in the  
18 Secretary's determination or to seek ratification of his concurrence by the California  
19 Legislature.

20 24. Class III gaming on tribal land can be authorized under IGRA only if the  
21 state has authorized such gaming. The California Constitution generally prohibits class III  
22 gaming. Under Article IV, section 19(e), "[t]he Legislature has no power to authorize,  
23 and shall prohibit, casinos of the type currently operating in Nevada and New Jersey."  
24 Section 19(f), however, provides a *limited* exception, authorizing slot machines, lottery  
25 games, and banking and percentage card games on tribal lands where the State and tribe  
26 have entered into a compact, as required by the IGRA.

27 25. Article IV, section 19(f) of the California Constitution was adopted by voter  
28 initiative Proposition 1A in the March 7, 2000, California Primary Election. In the ballot  
arguments concerning Proposition 1A, the voters of California were assured that  
Proposition 1A would not allow off-reservation gaming. The ballot arguments in the  
Voter Information Guide ("Voter Guide") for the election demonstrate that the intent

1 behind Proposition 1A was to keep gaming on existing tribal lands and not to allow it to  
2 spread to off-reservation facilities. In the Voter Guide, tribal representatives told voters,  
3 “We are asking you to vote YES on Proposition 1A so we can keep the gaming we have  
4 on our reservations.” Opponents of Proposition 1A, however, expressed concern that  
5 “[c]asinos won’t be limited to remote locations. Indian tribes are already buying up prime  
6 property for casinos in our towns and cities. And they’re bringing in Nevada gambling  
7 interests to build and run their casinos.” Proponents countered that such arguments were  
8 “misleading scare tactics” and that new Indian gaming facilities would be limited to  
9 existing tribal lands: “The claim that casinos could be built anywhere is totally false. . . .  
10 The majority of Indian Tribes are located on remote reservations and the fact is their  
11 markets will only support a limited number of machines.”

12 26. On May 2, 2013, the California State Assembly passed AB 277 to ratify the  
13 Compact. On June 27, the California State Senate passed AB 277. On July 3, 2013, AB  
14 277 was signed into law by the Governor.

### 15 FIRST CAUSE OF ACTION

#### 16 Violation of California Constitution (against the Governor)

17 27. Plaintiffs re-allege and incorporate by reference all allegations contained in  
18 paragraphs 1 through 26 above, as if fully set forth herein.

19 28. The Governor’s powers are derived from the State Constitution and statutes  
20 enacted by the Legislature, and the Governor can act only where authorized by the  
21 Constitution or by statute.

22 29. Under the article V, section 1 of the California Constitution, “[t]he Supreme  
23 executive power of this state is vested in the Governor,” whose job is to “see that the law  
24 is faithfully executed.” In regard to class III gaming for Indian Tribes, Article IV, section  
25 19(f) states, “the Governor is authorized to negotiate and conclude *compacts*, subject to  
26 ratification by the Legislature.” (emphasis added). Section 19(f) does not authorize the  
27 Governor to concur in any findings or determination made by the Secretary under the  
28 IGRA.

1           30.     The California Constitution vests legislative, executive, and judicial powers  
2 separately and prohibits the Governor from usurping or improperly interfering with the  
3 essential operations of either the legislature or the judiciary. “Persons charged with the  
4 exercise of one power may not exercise either of the others except as permitted by the  
5 Constitution.” Cal. Const., art. III, § 3.

6           31.     This separation of powers clause prohibits the Governor from exercising  
7 legislative powers except as provided by the Constitution or as delegated to the Governor  
8 by statute.

9           32.     “The legislative power of this State is vested in the California Legislature  
10 which consists of the Senate and Assembly . . . .” Cal. Const., art. IV, § 1. The  
11 Legislature is charged with “mak[ing] law . . . by statute.” *Id.*, art. IV, § 8(b). The power  
12 to determine whether the State of California will participate in a federal program and the  
13 extent to which the State will participate is a legislative power. The Legislature is free to  
14 enact statutes accordingly, unless otherwise prohibited by the Constitution.

15           33.     The Legislature has not granted the Governor by statute the authority to  
16 concur with the Secretary’s determination. Under Article IV, section 19(e), “[t]he  
17 Legislature has no power to authorize, and shall prohibit, casinos of the type currently  
18 operating in Nevada and New Jersey.”

19           34.     The Governor’s concurrence exceeded his authority under state law, and  
20 usurped the authority of the State Legislature. Accordingly, plaintiffs seek a judgment  
21 declaring and adjudging that the Governor of California lacked the authority to concur in  
22 the Secretary’s two-part determination, and vacating, setting aside, and invalidating the  
23 Governor’s concurrence.

24     ///

26     ///

28     ///

1 SECOND CAUSE OF ACTION

2 Writ of Mandate (against the Governor)

3 35. Plaintiffs re-allege and incorporate by reference all allegations contained in  
4 paragraphs 1 through 34 above, as if fully set forth herein.

5 36. A writ of mandate should issue vacating, setting aside, and invalidating the  
6 Governor's concurrence.

7 THIRD CAUSE OF ACTION

8 Violation of California Constitution (against all Defendants)

9 37. Plaintiffs re-allege and incorporate by reference all allegations contained in  
10 paragraphs 1 through 36 above, as if fully set forth herein.

11 38. Article IV, section 19(e) of the California Constitution provides that "[t]he  
12 Legislature has no power to authorize, and shall prohibit, casinos of the type currently  
13 operating in Nevada and New Jersey."

14 39. Article IV section 19(f) is a narrow exception to section 19(e)'s prohibition.

15 40. Section 19(f) was not intended to, and does not authorize the legislature to  
16 ratify compacts that allow off-reservation gaming.

17 41. Because section 19(f) does not authorize such conduct, AB 277 and the  
18 Compact violate section 19(e) of the California Constitution by purporting to authorize  
19 off-reservation gaming at the Madera Site.

20 42. Therefore, plaintiffs seek judgment declaring that AB 277 is  
21 unconstitutional, void, and without effect, and section 12012.59 of the Government Code  
22 should be stricken, and for this court to order defendants not to implement or enforce that  
23 section. Plaintiffs also seek a judgment declaring that the Compact should be deemed null  
24 and void, or otherwise without effect.

25 FOURTH CAUSE OF ACTION

26 Writ of Mandate (against all Defendants)

27 43. Plaintiffs re-allege and incorporate by reference all allegations contained in  
28 paragraphs 1 through 42 above, as if fully set forth herein.

1 44. A writ of mandate should issue vacating, setting aside, and invalidating AB  
2 277 and the Compact, and ordering defendants not to implement or enforce AB 277 and  
3 the Compact.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, the plaintiffs pray for relief as follows:

- 6 1. That the Court enter judgment declaring that the Governor's concurrence is  
7 void, and ordering the concurrence vacated, set aside, and invalidated.
- 8 2. That the Court issue a writ of mandate ordering the Governor to set aside his  
9 August 31, 2012, concurrence.
- 10 3. That the Court enter judgment declaring that AB 277 and the Compact  
11 violate the California Constitution, and are therefore null and void, and without effect, and  
12 ordering that AB 277 and the Compact be vacated, set aside, and invalidated.
- 13 4. That the Court issue a writ of mandate ordering the defendants not to  
14 implement or enforce AB 277 and the Compact.
- 15 5. That the Court enter judgment, as well as all appropriate provisional  
16 remedies, granting temporary, preliminary, and permanent injunctive relief precluding the  
17 Governor from taking any action in furtherance of his invalid concurrence.
- 18 6. That the Court enter judgment awarding plaintiffs their costs of suit,  
19 including reasonable attorneys' fees.
- 20 7. That the Court grant such other and further relief as it deems just and  
21 proper.
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Dated: July \_\_, 2013

SNELL & WILMER L.L.P.

By: \_\_\_\_\_  
Sean M. Sherlock  
Harsh Parikh  
Brian Daluiso  
Attorneys for Plaintiffs  
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**VERIFICATION**

I, Cheryl Schmit, am the Director of Stand Up for California!, the plaintiff in this proceeding. I have read the foregoing FIRST AMENDED COMPLAINT FOR DECLARATORY RELIEF AND PETITION FOR WRIT OF MANDATE, and am informed and believe that the matters therein are true, and on that ground I allege that the matters stated therein are true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this verification was executed on March \_\_\_\_, 2013, at \_\_\_\_\_, California.

\_\_\_\_\_  
Cheryl Schmit  
Director, Stand Up for California!



Exhibit B

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2 federal trust for the purpose of developing a large off-reservation casino on a 305.49-acre  
3 parcel of land in Madera County (the “Madera Site”). Plaintiffs file this action to vacate,  
4 set aside, and invalidate the Governor’s concurrence on the grounds that the Governor  
5 lacked authority to take the action, and violated the separation of powers clause of the  
6 California Constitution. Plaintiffs seek a writ of mandate and declaratory judgment  
7 vacating, setting aside, and invalidating the Governor’s concurrence, ~~and directing him~~  
8 ~~not to send the compact he negotiated with the North Fork Tribe to the California State~~  
9 ~~Legislature for ratification.~~

10 2. This action further challenges the constitutionality of Assembly Bill 277,  
11 Chapter 51, Statutes of 2013, adding section 12012.59 to the Government Code (“AB  
12 277”), and the underlying Tribal-State Compact between the State of California and the  
13 North Fork Tribe (the “Compact”). Plaintiffs seek a judgment declaring that AB 277 and  
14 the Compact are invalid and void for violating of the California Constitution, and a writ of  
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17 3. Plaintiff Stand Up For California! is a non-profit 501(c)(4) corporation  
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20 including tribal gaming, card clubs, horse racing, satellite wagering, charitable gaming,  
21 and the state lottery. Stand Up For California! has supporters throughout the State of  
22 California and in the County of Madera, including the Madera Ministerial Association  
23 which, either themselves or through their members, live, do business, and own property in  
24 the County of Madera and within five miles of the Madera Site. If the proposed project at  
25 the Madera Site is allowed, Stand Up For California! and its supporters will personally  
26 suffer environmental, aesthetic, and economic harm. In addition, Stand Up For  
27 California!’s supporters will personally suffer injury by the increased risk of gambling,  
28 alcohol, and other personal addictions in their community, the financial strain on local

1 government budgets by increasing demand for social services, and job losses in existing  
2 Madera businesses.

3 4. Plaintiff Barbara Leach (“Leach”) is a resident of the County of Madera.  
4 She lives with her family in a home approximately seven miles from the Madera Site, and  
5 owns rental property within the City of Madera. She is employed as a children’s pastor,  
6 responsible for children’s religious education at the Valley West Christian Center, in the  
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11 construction and operation of a mega-casino at the Madera Site.

12 5. Defendant State of California is the legal entity that, by and through its  
13 officials or designated agents, entered into a tribal-state compact with the North Fork  
14 Tribe pursuant to the Indian Gaming Regulatory Act of 1988.

15 6. Defendant Edmund G. Brown Jr. is Governor of the State of California. He  
16 is sued in his official capacity only.

17 7. Defendant Kamala D. Harris is the Attorney General of the State of  
18 California. Respondent Harris is responsible for the enforcement of AB 277 and the  
19 Compact. She is sued in her official capacity only.

20 8. Defendant California Gambling Control Commission (the “Commission”) is  
21 a five member commission appointed by the Governor and the regulating body over tribal  
22 casinos authorized by the tribal-state gaming compacts.

23 9. Defendant California Bureau of Gambling Control (the “Bureau”) is a state  
24 agency positioned within the Department of Justice’s Division of Law Enforcement.  
25 Among the primary functions of the Bureau are conducting investigations into the  
26 qualifications of individuals and business who apply to the Commission for state  
27 Gambling licenses and conducting compliance inspections of gambling operations  
28 throughout the state.



1 the Madera Site taken into trust for the purposes of conducting class III gaming.

2 16. The North Fork Tribe ~~intends~~ and its partner – Las Vegas-based Station  
3 Casinos LLC -- intend to develop, construct, and operate a large class III gaming casino-  
4 resort on the 305.49-acre Madera Site adjacent to State Route 99 in Madera County,  
5 approximately 40 miles from the North Fork Tribe’s existing 80-acre Rancheria. The  
6 Madera Site lies on the northern boundary of the City of Madera, about four miles from  
7 the city center, and in close proximity to residential neighborhoods. The proposed casino  
8 will include an 83,065 square-foot main gambling hall, up to 2,500 Las Vegas-style slot  
9 machines, table games, and bingo. The site also will include a 200-room hotel, and 4,500  
10 parking spaces.

11 17. The Madera Site was purchased by SC Madera Development, LLC, a  
12 subsidiary of Station Casinos. Station Casinos has funded the North Fork Tribe’s  
13 development efforts, and in return the North Fork Tribe has signed a casino management  
14 contract with Station Casinos, giving it the right to operate the casino and receive 24% of  
15 the casino’s net income.

16 18. The Indian Gaming Regulatory Act of 1988, 25 U.S.C. § 2701 *et seq.* (the  
17 “IGRA”), prohibits gambling on lands taken into trust for Indians after 1988, except under  
18 limited exceptions. In this case, the Secretary relied on an exception referred to as the  
19 “Secretarial determination” or two-part determination, under which the Secretary must  
20 find: (1) it would be in the best interest of the tribe to establish gaming on such land, and  
21 (2) the establishment of gaming on such land would not be detrimental to the surrounding  
22 community. 25 U.S.C. § 2179(b)(1)(A). In addition, the Governor of the state in which  
23 the land is located must “concur” with the Secretary’s two-part determination. If the  
24 Governor fails to concur, gaming is not permissible and, if the application also involves a  
25 trust request, the land cannot be transferred into federal trust.

26 19. Nothing in the IGRA grants the Governor any authority beyond that which  
27 he has under state law.

28 20. ~~Class III gaming on tribal land can be authorized under IGRA only if the~~

1 ~~state has authorized such gaming. The California Constitution generally prohibits class III~~  
2 ~~gaming. Under Article IV, section 19(e), “[t]he Legislature has no power to authorize,~~  
3 ~~and shall prohibit, casinos of the type currently operating in Nevada and New Jersey.”~~  
4 ~~Section 19(f), however, provides a *limited* exception, authorizing class III gaming on~~  
5 ~~tribal lands where the State and tribe have entered into a compact, as required by the~~  
6 ~~IGRA.~~

7 21. By letter dated September 1, 2011, Larry Echo Hawk, then Assistant  
8 Secretary for Indian Affairs, informed the Governor that he had made a favorable two-part  
9 determination under the IGRA on behalf of the Secretary, and requested that the Governor  
10 approve, by his concurrence, the siting and development of the proposed casino at the  
11 Madera Site.

12 22. On August 31, 2012, the Governor issued his concurrence with the  
13 Secretary’s two-part determination, stating “While I am reluctant to allow the expansion  
14 of gaming on land currently ineligible for it, I concur in your determination. . . .” When  
15 the Governor issued his concurrence, he also announced that he had already negotiated a  
16 ~~class III tribal state gaming compact~~Compact with the Tribe, which he intended to submit  
17 to the California Legislature for ratification.

18 23. Section 14.2 of the Compact states the following:

19 If the Governor’s concurrence with the Secretary’s September  
20 1, 2011 determination, pursuant to Section 20(b)(1)(A) of  
21 IGRA (25 U.S.C. § 2719(b)(1)(A)), that the federal  
22 government should acquire the 305-Acre Parcel in trust for the  
23 Tribe’s benefit is determined by the Secretary or a court of  
24 competent jurisdiction to be void or voidable or invalid in  
25 whole or in part for any reason, then this Compact shall be  
26 deemed null and void.

24 24. The Governor did not identify the source of his authority to concur in the  
25 Secretary’s determination or to seek ratification of his concurrence by the California  
26 Legislature.

27 25. Class III gaming on tribal land can be authorized under IGRA only if the  
28 state has authorized such gaming. The California Constitution generally prohibits class III

1 gaming. Under Article IV, section 19(e), “[t]he Legislature has no power to authorize,  
2 and shall prohibit, casinos of the type currently operating in Nevada and New Jersey.”  
3 Section 19(f), however, provides a *limited* exception, authorizing slot machines, lottery  
4 games, and banking and percentage card games on tribal lands where the State and tribe  
5 have entered into a compact, as required by the IGRA.

6 26. Article IV, section 19(f) of the California Constitution was adopted by voter  
7 initiative Proposition 1A in the March 7, 2000, California Primary Election. In the ballot  
8 arguments concerning Proposition 1A, the voters of California were assured that  
9 Proposition 1A would not allow off-reservation gaming. The ballot arguments in the  
10 Voter Information Guide (“Voter Guide”) for the election demonstrate that the intent  
11 behind Proposition 1A was to keep gaming on existing tribal lands and not to allow it to  
12 spread to off-reservation facilities. In the Voter Guide, tribal representatives told voters,  
13 “We are asking you to vote YES on Proposition 1A so we can keep the gaming we have  
14 on our reservations.” Opponents of Proposition 1A, however, expressed concern that  
15 “[c]asinos won’t be limited to remote locations. Indian tribes are already buying up prime  
16 property for casinos in our towns and cities. And they’re bringing in Nevada gambling  
17 interests to build and run their casinos.” Proponents countered that such arguments were  
18 “misleading scare tactics” and that new Indian gaming facilities would be limited to  
19 existing tribal lands: “The claim that casinos could be built anywhere is totally false. . . .  
20 The majority of Indian Tribes are located on remote reservations and the fact is their  
21 markets will only support a limited number of machines.”

22 27. On May 2, 2013, the California State Assembly passed AB 277 to ratify the  
23 Compact. On June 27, the California State Senate passed AB 277. On July 3, 2013, AB  
24 277 was signed into law by the Governor.

25 **FIRST CAUSE OF ACTION**

26 **Violation of California Constitution (against the Governor)**

27 28. Plaintiffs re-allege and incorporate by reference all allegations contained in  
28 paragraphs 1 through ~~15~~26 above, as if fully set forth herein.



1           29.    The Governor’s powers are derived from the State Constitution and statutes  
2 enacted by the Legislature, and the Governor can act only where authorized by the  
3 Constitution or by statute.

4           30.    Under the article V, section 1 of the California Constitution, “[t]he Supreme  
5 executive power of this state is vested in the Governor,” whose job is to “see that the law  
6 is faithfully executed.” In regard to class III gaming for Indian Tribes, Article IV, section  
7 19(f) states, “the Governor is authorized to negotiate and conclude *compacts*, subject to  
8 ratification by the Legislature.” (emphasis added). Section 19(f) does not authorize the  
9 Governor to concur in any findings or determination made by the Secretary under the  
10 IGRA.

11          31.    The California Constitution vests legislative, executive, and judicial powers  
12 separately and prohibits the Governor from usurping or improperly interfering with the  
13 essential operations of either the legislature or the judiciary. “Persons charged with the  
14 exercise of one power may not exercise either of the others except as permitted by the  
15 Constitution.” Cal. Const., art. III, § 3.

16          32.    This separation of powers clause prohibits the Governor from exercising  
17 legislative powers except as provided by the Constitution or as delegated to the Governor  
18 by statute.

19          33.    “The legislative power of this State is vested in the California Legislature  
20 which consists of the Senate and Assembly . . . .” Cal. Const., art. IV, § 1. The  
21 Legislature is charged with “mak[ing] law . . . by statute.” *Id.*, art. IV, § 8(b). The power  
22 to determine whether the State of California will participate in a federal program and the  
23 extent to which the State will participate is a legislative power. The Legislature is free to  
24 enact statutes accordingly, unless otherwise prohibited by the Constitution.

25          34.    The Legislature has not granted the Governor by statute the authority to  
26 concur with the Secretary’s determination. Under Article IV, section 19(e), “[t]he  
27 Legislature has no power to authorize, and shall prohibit, casinos of the type currently  
28 operating in Nevada and New Jersey.”

1           35.    The Governor’s concurrence exceeded his authority under state law, and  
2  usurped the authority of the State Legislature. Accordingly, plaintiffs seek a judgment  
3  declaring and adjudging that the Governor of California lacked the authority to concur in  
4  the Secretary’s two-part determination, and vacating, setting aside, and invalidating the  
5  Governor’s concurrence.

6  ///

8  ///

10  ///

11                                   **SECOND CAUSE OF ACTION**

12                                   **Writ of Mandate (against the Governor)**

13           36.    Plaintiffs re-allege and incorporate by reference all allegations contained in  
14  paragraphs 1 through ~~23~~34 above, as if fully set forth herein.   

15           37.    A writ of mandate should issue vacating, setting aside, and invalidating the  
16  Governor’s concurrence.

17                                   **THIRD CAUSE OF ACTION**

18                                   **Violation of California Constitution (against all Defendants)**

19           38.    Plaintiffs re-allege and incorporate by reference all allegations contained in  
20 paragraphs 1 through 36 above, as if fully set forth herein.

21           39.    Article IV, section 19(e) of the California Constitution provides that “[t]he  
22 Legislature has no power to authorize, and shall prohibit, casinos of the type currently  
23 operating in Nevada and New Jersey.”

24           40.    Article IV section 19(f) is a narrow exception to section 19(e)’s prohibition.

25           41.    Section 19(f) was not intended to, and does not authorize the legislature to  
26 ratify compacts that allow off-reservation gaming.

27           42.    Because section 19(f) does not authorize such conduct, AB 277 and the  
28 Compact violate section 19(e) of the California Constitution by purporting to authorize

1 off-reservation gaming at the Madera Site.

2 43. Therefore, plaintiffs seek judgment declaring that AB 277 is  
3 unconstitutional, void, and without effect, and section 12012.59 of the Government Code  
4 should be stricken, and for this court to order defendants not to implement or enforce that  
5 section. Plaintiffs also seek a judgment declaring that the Compact should be deemed null  
6 and void, or otherwise without effect.

7 **FOURTH CAUSE OF ACTION**

8 **Writ of Mandate (against all Defendants)**

9 44. Plaintiffs re-allege and incorporate by reference all allegations contained in  
10 paragraphs 1 through 42 above, as if fully set forth herein.

11 45. A writ of mandate should issue vacating, setting aside, and invalidating AB  
12 277 and the Compact, and ordering defendants not to implement or enforce AB 277 and  
13 the Compact.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, the plaintiffs pray for relief as follows:

16 1. That the Court enter judgment declaring that the Governor's concurrence is  
17 void, and ordering the concurrence vacated, set aside, and invalidated.

18 2. That the Court issue a writ of mandate ordering the Governor to set aside his  
19 August 31, 2012, concurrence, ~~and ordering the Governor not to submit the compact to~~  
20 ~~the Legislature for ratification.~~

21 3. That the Court enter judgment declaring that AB 277 and the Compact  
22 violate the California Constitution, and are therefore null and void, and without effect, and  
23 ordering that AB 277 and the Compact be vacated, set aside, and invalidated.

24 4. That the Court issue a writ of mandate ordering the defendants not to  
25 implement or enforce AB 277 and the Compact.

26 5. That the Court enter judgment, as well as all appropriate provisional  
27 remedies, granting temporary, preliminary, and permanent injunctive relief precluding the  
28 Governor from taking any action in furtherance of his invalid concurrence, ~~including~~

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~~without limitation presenting the compact to the Legislature for ratification.~~

6. That the Court enter judgment awarding plaintiffs their costs of suit, including reasonable attorneys' fees.

7. That the Court grant such other and further relief as it deems just and proper.

Dated: ~~March~~ July \_\_, 2013

SNELL & WILMER L.L.P.

By: \_\_\_\_\_  
Sean M. Sherlock  
Harsh Parikh  
Brian Daluiso  
Attorneys for Plaintiffs  
STAND UP FOR CALIFORNIA! and  
BARBARA LEACH

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**VERIFICATION**

I, Cheryl Schmit, am the Director of Stand Up for California!, the plaintiff in this proceeding. I have read the foregoing FIRST AMENDED COMPLAINT FOR DECLARATORY RELIEF AND PETITION FOR WRIT OF MANDATE, and am informed and believe that the matters therein are true, and on that ground I allege that the matters stated therein are true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this verification was executed on March \_\_\_\_, 2013, at \_\_\_\_\_, California.

\_\_\_\_\_  
Cheryl Schmit  
Director, Stand Up for California!

Exhibit C

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>Sean M. Sherlock 161627; Harsh P. Parikh 281202; Brian A. Daluiso 287519</b> <b>SNELL &amp; WILMER L.L.P.</b> <b>600 Anton Blvd., Ste. 1400</b> <b>Costa Mesa, California 92626</b> TELEPHONE NO.: 714-427-7000 FAX NO. (Optional): 714-427-7799 E-MAIL ADDRESS (Optional): ssherlock@swlaw.com; hparikh@swlaw.com ATTORNEY FOR (Name): <b>Plaintiffs STAND UP FOR CALIFORNIA!; BARBARA</b>	<div style="text-align: right;"> <b>FILED</b>  <b>MADERA SUPERIOR COURT</b>  <b>CM-110</b>  <b>2013 JUL 10 PM 1:38</b>  <hr/> <b>CLERK OF THE COURT</b>  <hr/> <b>DEPUTY</b> </div>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF MADERA</b> STREET ADDRESS: 209 W. Yosemite Ave. MAILING ADDRESS: 209 W. Yosemite Ave. CITY AND ZIP CODE: Madera 93637 BRANCH NAME:	
PLAINTIFF/PETITIONER: <b>STAND UP FOR CALIFORNIA, ET AL.</b> DEFENDANT/RESPONDENT: <b>EDMUND G. BROWN, JR., ET AL.</b>	
(Check one): <input checked="" type="checkbox"/> <b>CASE MANAGEMENT STATEMENT</b> <input checked="" type="checkbox"/> <b>UNLIMITED CASE</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>LIMITED CASE</b> (Amount demanded is \$25,000 or less)	CASE NUMBER: <b>MCV062850</b>
A CASE MANAGEMENT CONFERENCE is scheduled as follows: Date: July 25, 2013      Time: 8:30 a.m.      Dept.: 4      Div.:      Room: Address of court (if different from the address above): <input checked="" type="checkbox"/> <b>Notice of Intent to Appear by Telephone, by (name): Sean M. Sherlock</b>	

**INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.**

1. **Party or parties (answer one):**
  - a.  This statement is submitted by party (name): **Plaintiffs**
  - b.  This statement is submitted jointly by parties (names):
  
2. **Complaint and cross-complaint (to be answered by plaintiffs and cross-complainants only)**
  - a. The complaint was filed on (date): **March 27, 2013**
  - b.  The cross-complaint, if any, was filed on (date):
  
3. **Service (to be answered by plaintiffs and cross-complainants only)**
  - a.  All parties named in the complaint and cross-complaint have been served, have appeared, or have been dismissed.
  - b.  The following parties named in the complaint or cross-complaint
    - (1)  have not been served (specify names and explain why not):
    - (2)  have been served but have not appeared and have not been dismissed (specify names):
    - (3)  have had a default entered against them (specify names):
  - c.  The following additional parties may be added (specify names, nature of involvement in case, and date by which they may be served):
  
4. **Description of case**
  - a. Type of case in  complaint       cross-complaint      (Describe, including causes of action):  
**Complaint for Declaratory Relief and Petition for Writ of Mandate**

PLAINTIFF/PETITIONER: STAND UP FOR CALIFORNIA, ET AL.

CASE NUMBER:  
MCV062850

DEFENDANT/RESPONDENT: EDMUND G. BROWN, JR., ET AL.

4. b. Provide a brief statement of the case, including any damages. *(If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)*  
Plaintiffs challenge whether the Governor had the authority to concur in a determination made by the United States Secretary of the Interior under the Indian Gaming Regulatory Act, 25 U.S.C. § 2719(b)(1)(A) that authorized land to be taken into federal trust for off-reservation gaming on a 305.49-acre parcel of land in Madera County.

*(If more space is needed, check this box and attach a page designated as Attachment 4b.)*

## 5. Jury or nonjury trial

The party or parties request  a jury trial  a nonjury trial. *(If more than one party, provide the name of each party requesting a jury trial):* Parties expect this case to be resolved through cross motions for summary judgment.

## 6. Trial date

- a.  The trial has been set for *(date)*:  
b.  No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint *(if not, explain)*:  
c. Dates on which parties or attorneys will not be available for trial *(specify dates and explain reasons for unavailability)*:  
N/A

## 7. Estimated length of trial

The party or parties estimate that the trial will take *(check one)*: N/A

- a.  days *(specify number)*: N/A  
b.  hours (short causes) *(specify)*: N/A

8. Trial representation *(to be answered for each party)*

The party or parties will be represented at trial:  by the attorney or party listed in the caption  by the following:

- a. Attorney:  
b. Firm:  
c. Address:  
d. Telephone number: f. Fax number:  
e. E-mail address: g. Party represented:

Additional representation is described in Attachment 8.

## 9. Preference

This case is entitled to preference *(specify code section)*: Cal. Code Civ. Pro. 36(e)

## 10. Alternative dispute resolution (ADR)

a. **ADR information package.** Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 for information about the processes available through the court and community programs in this case.

- (1) For parties represented by counsel: Counsel  has  has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.  
(2) For self-represented parties: Party  has  has not reviewed the ADR information package identified in rule 3.221.

b. **Referral to judicial arbitration or civil action mediation** (if available).

- (1)  This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.  
(2)  Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.  
(3)  This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. *(specify exemption)*:  
CRC 3.811(b)(1) (Cases that include a prayer for equitable relief that is not frivolous or insubstantial)



PLAINTIFF/PETITIONER: STAND UP FOR CALIFORNIA, ET AL. DEFENDANT/RESPONDENT: EDMUND G. BROWN, JR., ET AL.	CASE NUMBER: MCV062850
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10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (*check all that apply and provide the specified information*):

	The party or parties completing this form are willing to participate in the following ADR processes ( <i>check all that apply</i> ):	If the party or parties completing this form in the case have agreed to participate in or have already completed an ADR process or processes, indicate the status of the processes ( <i>attach a copy of the parties' ADR stipulation</i> ):
(1) Mediation	<input type="checkbox"/>	<input type="checkbox"/> Mediation session not yet scheduled <input type="checkbox"/> Mediation session scheduled for ( <i>date</i> ): <input type="checkbox"/> Agreed to complete mediation by ( <i>date</i> ): <input type="checkbox"/> Mediation completed on ( <i>date</i> ):
(2) Settlement conference	<input type="checkbox"/>	<input type="checkbox"/> Settlement conference not yet scheduled <input type="checkbox"/> Settlement conference scheduled for ( <i>date</i> ): <input type="checkbox"/> Agreed to complete settlement conference by ( <i>date</i> ): <input type="checkbox"/> Settlement conference completed on ( <i>date</i> ):
(3) Neutral evaluation	<input type="checkbox"/>	<input type="checkbox"/> Neutral evaluation not yet scheduled <input type="checkbox"/> Neutral evaluation scheduled for ( <i>date</i> ): <input type="checkbox"/> Agreed to complete neutral evaluation by ( <i>date</i> ): <input type="checkbox"/> Neutral evaluation completed on ( <i>date</i> ):
(4) Nonbinding judicial arbitration	<input type="checkbox"/>	<input type="checkbox"/> Judicial arbitration not yet scheduled <input type="checkbox"/> Judicial arbitration scheduled for ( <i>date</i> ): <input type="checkbox"/> Agreed to complete judicial arbitration by ( <i>date</i> ): <input type="checkbox"/> Judicial arbitration completed on ( <i>date</i> ):
(5) Binding private arbitration	<input type="checkbox"/>	<input type="checkbox"/> Private arbitration not yet scheduled <input type="checkbox"/> Private arbitration scheduled for ( <i>date</i> ): <input type="checkbox"/> Agreed to complete private arbitration by ( <i>date</i> ): <input type="checkbox"/> Private arbitration completed on ( <i>date</i> ):
(6) Other ( <i>specify</i> ):	<input type="checkbox"/>	<input type="checkbox"/> ADR session not yet scheduled <input type="checkbox"/> ADR session scheduled for ( <i>date</i> ): <input type="checkbox"/> Agreed to complete ADR session by ( <i>date</i> ): <input type="checkbox"/> ADR completed on ( <i>date</i> ):

PLAINTIFF/PETITIONER: STAND UP FOR CALIFORNIA, ET AL.	CASE NUMBER: MCV062850
DEFENDANT/RESPONDENT: EDMUND G. BROWN, JR., ET AL.	

**11. Insurance**

- a.  Insurance carrier, if any, for party filing this statement (*name*):
- b. Reservation of rights:  Yes  No
- c.  Coverage issues will significantly affect resolution of this case (*explain*):

**12. Jurisdiction**

Indicate any matters that may affect the court's jurisdiction or processing of this case and describe the status.

- Bankruptcy  Other (*specify*):

Status:

**13. Related cases, consolidation, and coordination**

- a.  There are companion, underlying, or related cases.
- (1) Name of case: Stand up for California et al. v. United States Department of Interior et al.
- (2) Name of court: United States District Court for the District of Columbia
- (3) Case number: Case No. 1:12-cv-02039-BAH
- (4) Status: Pending
- Additional cases are described in Attachment 13a.
- b.  A motion to  consolidate  coordinate will be filed by (*name party*):

**14. Bifurcation**

- The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action (*specify moving party, type of motion, and reasons*):

**15. Other motions**

- The party or parties expect to file the following motions before trial (*specify moving party, type of motion, and issues*):
- Plaintiffs intend to seek leave to amend the Complaint to allege that AB 277 is unconstitutional and to include additional causes of action for declaratory relief and writ of mandate. This amendment will not modify the causes of actions currently in plaintiffs' complaint, but may require joinder of additional defendants

**16. Discovery**

- a.  The party or parties have completed all discovery.
- b.  The following discovery will be completed by the date specified (*describe all anticipated discovery*):

	<u>Party</u>	<u>Description</u>	<u>Date</u>
N/A		N/A	N/A

- c.  The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated (*specify*):

PLAINTIFF/PETITIONER: STAND UP FOR CALIFORNIA, ET AL.	CASE NUMBER: MCV062850
DEFENDANT/RESPONDENT: EDMUND G. BROWN, JR., ET AL.	

17. Economic litigation

- a.  This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b.  This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed (if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case):

18. Other issues

- The party or parties request that the following additional matters be considered or determined at the case management conference (specify):

19. Meet and confer

- a.  The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court (if not, explain): Plaintiffs' counsel neglected to provide notice of the Case Management Conference to the defendants until July 9, 2013. Nonetheless, the parties participated in a telephonic meet and confer on July 9. The defendants stated that they were unable to agree on a joint statement because of the short notice.
- b. After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following (specify): Plaintiffs and defendants agree that there will be limited, if any, formal discovery in this action, and the parties expect to jointly stipulate to the underlying facts. In light of the pending demurrer and potential amendment of the complaint, the parties agree that a 30-45 day continuance of the CMC would be appropriate. Should the court overrule the defendants' demurrer, the parties also agree that this action should be resolved on the merits through cross-motions for summary judgment.

20. Total number of pages attached (if any): \_\_\_\_\_

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date: July 10, 2013

Harsh P. Parikh  
\_\_\_\_\_  
(TYPE OR PRINT NAME)

▶   
\_\_\_\_\_  
(SIGNATURE OF PARTY OR ATTORNEY)

\_\_\_\_\_  
(TYPE OR PRINT NAME)

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(SIGNATURE OF PARTY OR ATTORNEY)

Additional signatures are attached.

1752.5297

1 *Stand Up for California!, etc, et al. vs. Edmund G. Brown, Jr., etc., et al.*  
2 *Madera Superior Court, Case No. MCV062850*

3 **PROOF OF SERVICE**

4 I am employed in the County of Orange, State of California. I am over the age of  
5 18 and not a party to the within action; my business address is 600 Anton Boulevard,  
Suite 1400, Costa Mesa, CA 92626-7689.

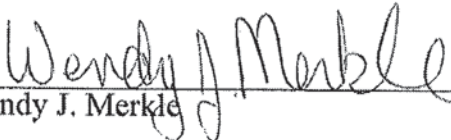
6 On July 10, 2013, I served, in the manner indicated below, the foregoing document  
7 described as **Case Management Statement** on the interested parties in this action by  
8 placing true copies thereof, enclosed in sealed envelopes, at Costa Mesa, addressed as  
follows:

9 *See the attached Service List*

- 10  BY REGULAR MAIL: I caused such envelopes to be deposited in the United  
11 States mail at Costa Mesa, California, with postage thereon fully prepaid. I am  
12 readily familiar with the firm's practice of collection and processing  
13 correspondence for mailing. It is deposited with the United States Postal Service  
14 each day and that practice was followed in the ordinary course of business for  
the service herein attested to (C.C.P. § 1013(a)).
- 15  BY FACSIMILE: (C.C.P. § 1013(e)(f)).
- 16  BY ELECTRONIC MAIL: I caused such document(s) to be delivered  
17 electronically to the following email address(es):  
Timothy M. Muscat, Deputy Attorney General at [Timothy.Muscat@doj.ca.gov](mailto:Timothy.Muscat@doj.ca.gov)
- 18  BY OVERNIGHT DELIVERY: I caused such envelope to be delivered by air  
19 courier, with next day service, to the offices of the addressees.  
(C.C.P. § 1013(c)(d)).
- 20  BY PERSONAL SERVICE: I caused such envelopes to be delivered by hand to  
21 the offices of the addressees. (C.C.P. § 1011(a)(b)).

22 I declare under penalty of perjury under the laws of the State of California that the  
above is true and correct.

23 Executed on July 10, 2013, at Costa Mesa, California.

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26 Wendy J. Merkle

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PROOF OF SERVICE

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**SERVICE LIST**  
*Stand Up for California!, etc, al. vs. Edmund G. Brown, Jr., etc., et al.*  
*Madera Superior Court, Case No. MCV062850*

Kamala D. Harris  
Attorney General of California  
Sara J. Drake  
Senior Assistant Attorney General  
William P. Torngren  
Deputy Attorney General  
Timothy M. Muscat  
Deputy Attorney General  
1300 I Street, Suite 125  
P.O. Box 944255  
Sacramento, CA 94244-2550

Attorneys for Defendant Edmund G. Brown Jr., in his official capacity as Governor of the State of California  
Phone: (916) 322-5184  
Facsimile: (916) 323-2319  
Email: [Timothy.Muscat@doj.ca.gov](mailto:Timothy.Muscat@doj.ca.gov)

Exhibit D

## Merkle, Wendy

---

**From:** Sherlock, Sean  
**Sent:** Friday, August 02, 2013 11:56 AM  
**To:** 'Timothy Muscat'; William Torngren  
**Cc:** Parikh, Harsh; Daluiso, Brian  
**Subject:** Stand Up v. Brown -- proposed First Amended Complaint  
**Attachments:** Stand Up for CA\_ First Amended Complaint and Petition for Writ of Mandate\_17599166\_3.DOCX

Counsel, As I have mentioned, plaintiffs intend to file a First Amended Complaint to challenge the constitutionality of AB 277 and the compact executed by the State. Please let me know if you will stipulate to the filing of the attached proposed First Amended Complaint.

FYI, I will be out of the office next week, so I do not need a response prior to August 12.

Best regards,

Sean M. Sherlock

**Snell & Wilmer** L.L.P.

600 Anton Boulevard, Suite 1400

Costa Mesa, California 92626

Office: (714) 427-7036

Fax: (714) 427-7799

Cell: (949) 228-1433

E-Mail: [ssherlock@swlaw.com](mailto:ssherlock@swlaw.com)

Bio: [http://www.swlaw.com/sean\\_sherlock/](http://www.swlaw.com/sean_sherlock/)

Exhibit E



## Parikh, Harsh

---

**From:** Sherlock, Sean  
**Sent:** Monday, August 19, 2013 5:40 PM  
**To:** 'Timothy Muscat'  
**Cc:** William Torngren  
**Subject:** RE: Stand Up v. Brown -- proposed First Amended Complaint

Thanks for the response. My recollection was that we proposed that, notwithstanding our intent to amend the complaint, the court should rule upon the pending demurrer --- not that the amendment should wait until after the court rules on the demurrer. We will file a motion for leave. Best regards,

Sean M. Sherlock  
**Snell & Wilmer** L.L.P.  
600 Anton Boulevard, Suite 1400  
Costa Mesa, California 92626  
Office: (714) 427-7036  
Fax: (714) 427-7799  
Cell: (949) 228-1433  
E-Mail: [ssherlock@swlaw.com](mailto:ssherlock@swlaw.com)  
Bio: [http://www.swlaw.com/sean\\_sherlock/](http://www.swlaw.com/sean_sherlock/)

---

**From:** Timothy Muscat [<mailto:Timothy.Muscat@doj.ca.gov>]  
**Sent:** Monday, August 19, 2013 5:23 PM  
**To:** Sherlock, Sean  
**Cc:** William Torngren  
**Subject:** RE: Stand Up v. Brown -- proposed First Amended Complaint

Hello Sean:

In response to your request, please be advised that we will not stipulate to the filing of your proposed amended complaint. This issue was addressed by the Court and the parties at the hearing on July 16, 2013. The Court stated that if an amendment would add new parties regarding the separate issue of the compact's enforceability, which had nothing to do with the concurrence, then it should rule first on the Governor's pending demurrer. At the hearing both you and I agreed with the Court's suggested approach. I see no reason to change now. Accordingly, we will not agree to your requested stipulation at this time.

Tim Muscat  
Deputy Attorney General  
(916) 322-5184

---

**From:** Sherlock, Sean [<mailto:ssherlock@swlaw.com>]  
**Sent:** Friday, August 02, 2013 11:56 AM  
**To:** Timothy Muscat; William Torngren

**Cc:** Parikh, Harsh; Daluiso, Brian

**Subject:** Stand Up v. Brown -- proposed First Amended Complaint

Counsel, As I have mentioned, plaintiffs intend to file a First Amended Complaint to challenge the constitutionality of AB 277 and the compact executed by the State. Please let me know if you will stipulate to the filing of the attached proposed First Amended Complaint.

FYI, I will be out of the office next week, so I do not need a response prior to August 12.

Best regards,

Sean M. Sherlock

**Snell & Wilmer** L.L.P.

600 Anton Boulevard, Suite 1400

Costa Mesa, California 92626

Office: (714) 427-7036

Fax: (714) 427-7799

Cell: (949) 228-1433

E-Mail: [ssherlock@swlaw.com](mailto:ssherlock@swlaw.com)

Bio: [http://www.swlaw.com/sean\\_sherlock/](http://www.swlaw.com/sean_sherlock/)

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

1 *Stand Up for California!, etc, et al. vs. Edmund G. Brown, Jr., etc., et al.*  
2 *Madera Superior Court, Case No. MCV062850*

3 **PROOF OF SERVICE**

4 I am employed in the County of Orange, State of California. I am over the age of  
5 18 and not a party to the within action; my business address is 600 Anton Boulevard,  
Suite 1400, Costa Mesa, CA 92626-7689.

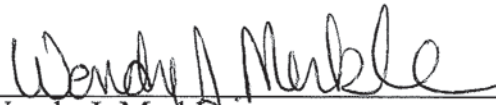
6 On August 21, 2013, I served, in the manner indicated below, the foregoing  
7 document described as **Declaration of Sean M. Sherlock in Support of Plaintiffs'**  
8 **Motion to File First Amended Complaint** on the interested parties in this action by  
9 placing true copies thereof, enclosed in sealed envelopes, at Costa Mesa, addressed as  
10 follows:

11 *See the attached Service List*

- 12  BY REGULAR MAIL: I caused such envelopes to be deposited in the United  
13 States mail at Costa Mesa, California, with postage thereon fully prepaid. I am  
14 readily familiar with the firm's practice of collection and processing  
15 correspondence for mailing. It is deposited with the United States Postal Service  
16 each day and that practice was followed in the ordinary course of business for  
17 the service herein attested to (C.C.P. § 1013(a)).
- 18  BY FACSIMILE: (C.C.P. § 1013(e)(f)).
- 19  BY ELECTRONIC MAIL: My office caused such document(s) to be delivered  
20 electronically to the email address(es) on the attached service list.
- 21  BY OVERNIGHT DELIVERY: I caused such envelope to be delivered by air  
22 courier, with next day service, to the offices of the addressees.  
23 (C.C.P. § 1013(c)(d)).
- 24  BY PERSONAL SERVICE: I caused such envelopes to be delivered by hand to  
25 the offices of the addressees. (C.C.P. § 1011(a)(b)).

26 I declare under penalty of perjury under the laws of the State of California that the  
27 above is true and correct.

28 Executed on August 21, 2013, at Costa Mesa, California.

  
Wendy J. Merkle

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**SERVICE LIST**  
*Stand Up for California!, et al. vs. Edmund G. Brown, Jr., et al., et al.*  
*Madera Superior Court, Case No. MCV062850*

Kamala D. Harris  
Attorney General of California  
Sara J. Drake  
Senior Assistant Attorney General  
William P. Torngren  
Deputy Attorney General  
Timothy M. Muscat  
Deputy Attorney General  
1300 I Street, Suite 125  
P.O. Box 944255  
Sacramento, CA 94244-2550

Attorneys for Defendant Edmund G. Brown Jr., in his official capacity as Governor of the State of California  
Phone: (916) 322-5184  
Facsimile: (916) 323-2319  
Email: [Timothy.Muscat@doj.ca.gov](mailto:Timothy.Muscat@doj.ca.gov)

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