

THE HONORABLE DAVID G. ESTUDILLO

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

MAVERICK GAMING LLC,

Plaintiff,

v.

UNITED STATES OF AMERICA,
UNITED STATES DEPARTMENT OF THE
INTERIOR,
DEB HAALAND, in her official capacity as
Secretary of the Interior,
BRYAN NEWLAND, in his official capacity
as Assistant Secretary – Indian Affairs,
JAY INSLEE, in his official capacity as the
Governor of Washington,
ROBERT FERGUSON, in his official capacity
as the Attorney General of Washington,
ALICIA LEVY, in her official capacity as
Chair of the Washington State Gambling
Commission,
JULIA PATTERSON, in her official capacity
as Vice-Chair of the Washington State
Gambling Commission,
BUD SIZEMORE, in his official capacity as
Commissioner of the Washington State
Gambling Commission,

No. 22-cv-05325 DGE

FIRST AMENDED COMPLAINT

1 KRISTINE REEVES, in her official capacity
2 as Commissioner of the Washington State
Gambling Commission,

3 SARAH LAWSON, in her official capacity as
4 Commissioner of the Washington State
Gambling Commission,

5 STEVE CONWAY, in his official capacity as
6 ex officio member of the Washington State
Gambling Commission,

7 JEFF HOLY, in his official capacity as ex
8 officio member of the Washington State
Gambling Commission,

9 SHELLEY KLOBA, in her official capacity as
10 ex officio member of the Washington State
Gambling Commission,

11 BRANDON VICK, in his official capacity as
12 ex officio member of the Washington State
Gambling Commission,

13 TINA GRIFFIN, in her official capacity as
14 Director of the Washington State Gambling
Commission,

15 Defendants.

16 Plaintiff Maverick Gaming LLC, alleges as follows:

17 **PRELIMINARY STATEMENT**

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19 1. Maverick Gaming LLC (“Maverick”) owns and operates 18 cardrooms in the State
20 of Washington. Maverick also owns casinos in Colorado and Nevada, which offer a wide variety
21 of games, including roulette, craps, sports betting, and dealer-assisted electronic table games.
22 Maverick seeks to expand its gaming offerings in Washington to include additional games such as
23 roulette, craps, sports betting, and dealer-assisted electronic table games, but it is unable to do so
24 because Washington allows only Indian tribes to offer these forms of gaming within the State.
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1 2. Purporting to act pursuant to the Indian Gaming Regulatory Act (“IGRA” or “the
2 Act”)—a federal statute regulating gaming on Indian lands—Washington entered into compacts
3 (the “Compacts”) with 29 Indian tribes (the “Tribes”). The Compacts grant the Tribes the
4 exclusive right to offer most forms of casino-style gaming (known as “class III” gaming under
5 IGRA). In 2020, Washington passed a new law giving federally recognized Indian tribes the
6 exclusive right to offer sports betting, which had previously been omitted from the list of class III
7 games that Indian tribes could offer. Washington has since amended its compacts with 18 Indian
8 tribes (the “Compact Amendments”) to permit them to offer sports betting at tribal casinos.
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10 3. At the same time, Washington’s criminal laws prohibit any non-tribal entities, such
11 as Maverick, from offering most forms of class III gaming in Washington, including roulette,
12 craps, and sports betting. The U.S. Secretary of the Interior approved this discriminatory tribal
13 gaming monopoly by allowing the Compacts and recent Compact Amendments to go into effect.
14

15 4. With a monopoly over most forms of casino-style gaming, the Tribes have
16 established expansive casino operations in Washington. This class III gaming monopoly has been
17 extremely profitable for the Tribes. In 2017, even before they were permitted to offer sports
18 betting, the Tribes’ net receipts from class III gaming totaled approximately \$2.56 billion. But the
19 monopoly prevents non-tribal entities from competing on an equal footing with the Tribes.

20 5. Washington’s tribal monopoly is inconsistent with IGRA and federal criminal
21 statutes, which prohibit class III gaming activity by tribal casinos on Indian lands unless a State
22 permits the same activity by non-tribal entities. The tribal monopoly also violates the
23 Constitution’s guarantee of equal protection of the laws by irrationally and impermissibly
24 discriminating on the basis of race and ancestry. Neither a State nor the federal government may
25 give Indian tribes the exclusive right to engage in commercial activities that have no relation to
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1 uniquely tribal interests. And IGRA itself violates the Tenth Amendment by mandating that States
2 enter into negotiations with Indian tribes over class III gaming compacts.

3 6. Maverick brings this action under the Administrative Procedure Act (“APA”),
4 5 U.S.C. §§ 551–706; IGRA; 42 U.S.C. § 1983; the Declaratory Judgment Act, 28 U.S.C.
5 §§ 2201–2202; and the United States Constitution to challenge the validity of Washington’s tribal
6 gaming monopoly and the Compacts and Compact Amendments that purport to authorize it. For
7 the reasons stated herein, and as set forth in greater detail below, Maverick prays that this Court:
8 (1) declare that the Compacts and Compact Amendments violate federal law, and are therefore
9 void; (2) vacate and set aside the Secretary of the Interior’s approvals of the Compacts and
10 Compact Amendments; (3) enjoin the state Defendants from continuing to administer the
11 Compacts and Compact Amendments; (4) declare that the enforcement of Washington’s criminal
12 gaming laws against Maverick violates the Constitution’s guarantee of equal protection, and enjoin
13 the same; (5) enjoin the execution of new compacts granting tribal class III gaming monopolies;
14 and (6) award nominal damages.
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16 **PARTIES**

17 7. Plaintiff Maverick Gaming LLC, is a Washington limited liability company with a
18 residence at 12530 NE 114th Street, Kirkland, WA 98034. Maverick owns and operates 18
19 cardrooms in Washington and owns several hotel/casinos in Nevada and Colorado. Maverick’s
20 casinos in Nevada and Colorado offer a variety of games, including roulette, craps, sports betting,
21 and dealer-assisted electronic table games. Maverick seeks to expand its gaming offerings in
22 Washington to include the same forms of gaming that its casinos have successfully provided in
23 Nevada and Colorado, but it is unable to proceed because of Washington’s criminal prohibitions
24 of most forms of class III gaming.
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1 8. Defendant the United States of America is sued as a party to a claim seeking
2 declaratory and injunctive decrees against federal officers. *See* 5 U.S.C. § 702. The U.S.
3 Attorney’s Office for the Western District of Washington is located at 555 700 Stewart Street,
4 Suite 5220, Seattle WA 98101.

5 9. Defendant the U.S. Department of the Interior is an executive department of the
6 United States. The U.S. Department of the Interior is headquartered at 1849 C Street, NW,
7 Washington, DC 20240.

8 10. Defendant Deb Haaland is the U.S. Secretary of the Interior and the official charged
9 with approving tribal-state class III gaming compacts under IGRA. 25 U.S.C. § 2710(d)(3)(B),
10 (8)(A)–(D). Secretary Haaland maintains an office at 1849 C Street, NW, Washington, DC 20240.
11 Maverick is suing the Secretary in her official capacity.

12 11. Defendant Bryan Newland is the U.S. Assistant Secretary – Indian Affairs. The
13 Assistant Secretary has been delegated the Secretary of the Interior’s authority under IGRA to
14 approve tribal-state class III gaming compacts. Assistant Secretary Newland maintains an office
15 at 1849 C Street, NW, Washington, DC 20240. Maverick is suing the Assistant Secretary in his
16 official capacity.

17 12. For ease of reference, Maverick refers to the Secretary of the Interior and the
18 Assistant Secretary – Indian Affairs collectively as “the Secretary of the Interior” or “the
19 Secretary.”

20 13. Defendant Jay Inslee is the Governor of Washington. The Governor is authorized
21 by state statute to review and execute tribal-state class III gaming compacts on behalf of the State
22 once approved by the Washington State Gambling Commission. Wash. Rev. Code § 9.46.360(6).
23 The Governor of Washington executed each of the tribal-state class III gaming Compacts and
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1 Compact Amendments at issue in this case. The Governor is also authorized by statute to request
2 that Washington’s Attorney General initiate criminal investigations and proceedings. *Id.*
3 § 43.10.090. Governor Inslee maintains an official address at Office of the Governor, P.O. Box
4 40002, Olympia, WA 98504. Maverick is suing the Governor in his official capacity.

5 14. Defendant Robert Ferguson is the Attorney General of Washington. The Attorney
6 General is authorized by state statute to investigate, direct the prosecution of, and prosecute
7 violations of state criminal laws. Wash. Rev. Code § 43.10.090. The Attorney General’s office is
8 located in Olympia, Washington. Attorney General Ferguson maintains an official address at 1125
9 Washington Street, SE, P.O. Box 40100, Olympia, WA 98504. Maverick is suing the Attorney
10 General in his official capacity.

11 15. Defendant Alicia Levy is the Chair of the Washington State Gambling Commission
12 (the “Commission”). The Commission is charged by state statute with implementing
13 Washington’s gaming policies. Among other things, the Commission: (1) makes licensing
14 decisions under Washington’s gaming laws; (2) serves as a law-enforcement agency for the
15 enforcement of Washington’s gaming laws; (3) appoints a director charged with negotiating tribal-
16 state gaming compacts and transmitting such compacts to the Commission; (4) reviews tribal-state
17 compacts and votes on whether to return a compact to the director for further negotiation or to
18 forward it to the Governor; and (5) is empowered to enforce the provisions of any tribal-state
19 compact. Wash. Rev. Code §§ 9.46.070, 9.46.075, 9.46.080, 9.46.140, 9.46.210, 9.46.360. The
20 Commission is headquartered in Lacey, Washington. Chair Levy maintains an official address at
21 P.O. Box 42400, Olympia, WA 98504. Maverick is suing Ms. Levy in her official capacity.
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1 16. Defendant Julia Patterson is the Vice-Chair of the Washington State Gambling
2 Commission. Vice-Chair Patterson maintains an official address at P.O. Box 42400, Olympia,
3 WA 98504. Maverick is suing Ms. Patterson in her official capacity.

4 17. Defendant Bud Sizemore is a Commissioner of the Washington State Gambling
5 Commission. Commissioner Sizemore maintains an official address at P.O. Box 42400, Olympia,
6 WA 98504. Maverick is suing Mr. Sizemore in his official capacity.

7 18. Defendant Kristine Reeves is a Commissioner of the Washington State Gambling
8 Commission. Commissioner Reeves maintains an official address at P.O. Box 42400, Olympia,
9 WA 98504. Maverick is suing Ms. Reeves in her official capacity.

10 19. Defendant Sarah Lawson is a Commissioner of the Washington State Gambling
11 Commission. Commissioner Lawson maintains an official address at P.O. Box 42400, Olympia,
12 WA 98504. Maverick is suing Ms. Lawson in her official capacity.

13 20. Defendant Steve Conway is an ex officio member of the Washington State
14 Gambling Commission. The ex officio members of the Commission are “deemed voting members
15 of the gambling commission for the sole purpose of voting on proposed [tribal-state] compacts.”
16 Wash. Rev. Code § 9.46.360(4), (6). Mr. Conway maintains an official address at P.O. Box 42400,
17 Olympia, WA 98504. Maverick is suing Mr. Conway in his official capacity.

18 21. Defendant Jeff Holy is an ex officio member of the Washington State Gambling
19 Commission. Mr. Holy maintains an official address at P.O. Box 42400, Olympia, WA 98504.
20 Maverick is suing Mr. Holy in his official capacity.

21 22. Defendant Shelley Kloba is an ex officio member of the Washington State
22 Gambling Commission. Ms. Kloba maintains an official address at P.O. Box 42400, Olympia,
23 WA 98504. Maverick is suing Ms. Kloba in her official capacity.

1 23. Defendant Brandon Vick is an ex officio member of the Washington State
2 Gambling Commission. Mr. Vick maintains an official address at P.O. Box 42400, Olympia, WA
3 98504. Maverick is suing Mr. Vick in his official capacity.

4 24. Defendant Tina Griffin is the Director of the Washington State Gambling
5 Commission. The Director is appointed by the Commission and is tasked with carrying out the
6 powers and duties of the Commission, issuing rules and regulations adopted by the Commission,
7 supervising Commission employees, negotiating tribal-state gaming compacts, and transmitting
8 proposed compacts to the Commission for a vote. Wash. Rev. Code §§ 9.46.080, 9.46.360. Ms.
9 Griffin maintains an official address at P.O. Box 42400, Olympia, WA 98504. Maverick is suing
10 Ms. Griffin in her official capacity.

11 **JURISDICTION AND VENUE**

12 25. This action arises under the APA, IGRA, 42 U.S.C. § 1983, the Declaratory
13 Judgment Act, and the U.S. Constitution. This Court has subject-matter jurisdiction over this
14 action under 28 U.S.C. § 1331 (federal question), 5 U.S.C. §§ 701–706 (review of agency action),
15 and 28 U.S.C. § 1346(a)(2) (nominal damages).

16 26. Venue is proper in this Court as to the federal Defendants under 28 U.S.C.
17 § 1391(e)(1) because this is an action against officers and agencies of the United States, the state
18 defendants reside in this district, a substantial part of the events giving rise to the claims in this
19 lawsuit occurred in this district, and no real property is involved in the action.

20 27. Venue is proper in this Court as to the state Defendants under 28 U.S.C.
21 § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims in this
22 lawsuit occurred in this district.

FACTUAL ALLEGATIONS

I. The Indian Gaming Regulatory Act

A. Background

28. The Indian Gaming Regulatory Act, 25 U.S.C. § 2701 *et seq.*, provides a comprehensive scheme for regulating gaming on Indian lands.

29. Congress enacted IGRA in 1988 in response to the Supreme Court’s decision in *California v. Cabazon Band of Mission Indians*, 480 U.S. 202 (1987), which held that California could not regulate gaming on Indian lands within the State.

30. IGRA established, for the first time, a federal framework governing gaming on “Indian lands”—defined principally as land “within the limits of any Indian reservation.” 25 U.S.C. § 2703(4)(A).

31. IGRA divides gaming activities into three classes—class I, class II, and class III—and imposes a different regulatory framework for each.

32. Class I gaming encompasses low-stakes “social games” and “traditional forms of Indian gaming.” 25 U.S.C. § 2703(6).

33. Class II gaming covers bingo and lotto games, as well as non-banked card games that are either “explicitly authorized” by state law, or “not explicitly prohibited” and legally “played at any location in the State.” 25 U.S.C. § 2703(7)(A)(i)–(ii). Non-banked card games are card games where players play against one another, rather than against the house. *Id.* § 2703(7)(B).

34. Class III gaming—the type of gaming at issue here—is the most highly regulated under IGRA. It encompasses “all forms of gaming that are not class I gaming or class II gaming,” including casino games (*e.g.*, craps and roulette), banked card games (*e.g.*, blackjack), pari-mutuel

1 wagering (*e.g.*, wagering on horse races), lotteries, and sports betting. 25 U.S.C. § 2703(8);
2 25 C.F.R. § 502.4.

3 35. IGRA allows tribes to conduct a particular class III gaming activity on Indian lands
4 “only if” that activity: (1) is authorized by a federally approved tribal ordinance meeting certain
5 statutory conditions; (2) is “located in a State that permits such gaming for any purpose by any
6 person, organization, or entity”; and (3) is “conducted in conformance with a Tribal-State compact
7 entered into by the Indian tribe and the State . . . that is in effect.” 25 U.S.C. § 2710(d)(1)(A)–(C).
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9 36. “Failure to comply with any one of the three conditions” renders class III gaming
10 on Indian lands illegal under IGRA and “subject to applicable criminal statutes,” including the
11 Johnson Act, 15 U.S.C. § 1175 (prohibiting gambling devices in Indian country); the Organized
12 Crime Control Act, 18 U.S.C. § 1955 (prohibiting illegal gambling businesses); and IGRA,
13 18 U.S.C. § 1166 (incorporating state-law gaming prohibitions into federal law and applying them
14 on Indian lands). *See Amador Cnty. v. Salazar*, 640 F.3d 373, 376–77 (D.C. Cir. 2011).

15 37. IGRA’s second and third requirements—that the class III gaming activity be
16 located in a State that “permits such gaming” and conducted pursuant to a valid tribal-state
17 compact—are central to this case.
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19 **B. IGRA’s State-Permission Requirement**

20 38. Congress designed IGRA’s second condition of class III gaming—the state-
21 permission requirement—to guarantee parity between tribal and non-tribal gaming, thereby
22 “foster[ing] a consistency and uniformity in the manner in which laws regulating the conduct of
23 gaming activities are applied.” S. Rep. No. 100-446, at 6 (1988).

24 39. The state-permission requirement precludes tribal class III gaming monopolies by
25 mandating that each form of class III gaming must remain illegal on Indian lands unless the State
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1 “permits” the same activity for non-tribal entities. 25 U.S.C. § 2710(d)(1)(B). A State’s purported
2 authorization of class III gaming by Indian tribes alone does not suffice because a State cannot
3 unilaterally “permit[]” class III gaming that federal law makes illegal without a valid tribal-state
4 compact. The state-permission requirement thus reflects Congress’s express finding that Indian
5 tribes should be able to conduct a “gaming activity” on Indian lands only if the same activity “is
6 conducted within a State.” *Id.* § 2701(5).

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8 40. By the same token, the state-permission requirement prevents States from creating
9 non-tribal class III gaming monopolies: If a State “permits” a form of class III gaming for non-
10 tribal entities, IGRA gives Indian tribes within the State the right to negotiate a tribal-state compact
11 authorizing the same form of class III gaming on Indian lands. 25 U.S.C. § 2710(d)(1)(B). IGRA
12 thus “provides that tribes are entitled to engage in all forms of Class III gaming that a state permits
13 for other citizens.” *Keweenaw Bay Indian Cmty. v. United States*, 136 F.3d 469, 473 (6th Cir.
14 1998).

15 41. IGRA’s state-permission requirement, and the parity and uniformity principles it
16 embodies, are fundamental features of the statutory scheme.

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18 42. Class II gaming has a materially identical state-permission requirement: Tribes
19 cannot engage in class II gaming on Indian lands unless “such Indian gaming is located *within a*
20 *State that permits such gaming.*” 25 U.S.C. § 2710(b)(1)(A) (emphasis added).

21 43. Class II non-banked card games likewise are prohibited on Indian lands unless the
22 games are expressly authorized elsewhere in the State or are not expressly prohibited and “played
23 at any location in the State.” 25 U.S.C. § 2703(7)(A)(ii)(II).

24 44. IGRA also waives application of the Johnson Act—a federal criminal statute
25 prohibiting the possession of gambling devices in Indian country, 15 U.S.C. § 1175—only if the
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1 gambling devices are authorized under a tribal-state compact in “a State *in which gambling devices*
2 *are legal.*” 25 U.S.C. § 2710(d)(6)(A) (emphasis added).

3 45. Congress omitted the state-permission requirement only with respect to class I
4 gaming, and only because Congress left such gaming “within the exclusive jurisdiction of the
5 Indian tribes.” 25 U.S.C. § 2710(a)(1).

6 **C. IGRA’s Compacting Process**

7 46. IGRA requires as a further condition of class III gaming on Indian lands that the
8 gaming at issue be “conducted in conformance with a Tribal-State compact entered into by the
9 Indian tribe and the State . . . that is in effect.” 25 U.S.C. § 2710(d)(1)(C).

10 47. To initiate the compacting process, IGRA provides that “[a]ny Indian tribe having
11 jurisdiction over the Indian lands upon which a class III gaming activity is being conducted, or is
12 to be conducted, shall request the State in which such lands are located to enter into negotiations
13 for the purpose of entering into a Tribal-State compact governing the conduct of gaming
14 activities.” 25 U.S.C. § 2710(d)(3)(A). “Upon receiving such a request, the State shall negotiate
15 with the Indian tribe in good faith to enter into such a compact.” *Id.*

16 48. As Congress recognized, conditioning class III gaming on preexisting state-law
17 permission for non-tribal entities to offer the same games allows States and tribes to “make use of
18 existing State regulatory systems” in their “negotiated compacts.” S. Rep. No. 100-446, at 13–14
19 (1988).

20 49. A tribal-state class III gaming compact thus may include, among other things,
21 provisions addressing “the application of the criminal and civil laws and regulations of the . . .
22 State that are directly related to, and necessary for, the licensing and regulation of” the class III
23 gaming activity under negotiation. 25 U.S.C. § 2710(d)(3)(C)(i).
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1 50. IGRA’s compact condition imposes two requirements: (1) the tribe must enter “a
2 compact with the state”; and (2) “[t]he Secretary of the Interior must approve any such compact
3 before it may become effective.” *Colo. River Indian Tribes v. Nat’l Indian Gaming Comm’n*, 466
4 F.3d 134, 136 (D.C. Cir. 2006).

5 51. To satisfy the first requirement, the State must have authority to enter into the
6 compact. *See Pueblo of Santa Ana v. Kelly*, 104 F.3d 1546, 1556 (10th Cir. 1997).

7 52. To satisfy the second requirement, the Secretary of the Interior must approve the
8 compact and provide “notice of approval” in the Federal Register. 25 U.S.C. § 2710(d)(3)(B).

9 53. The Secretary may either approve or disapprove the proposed compact within 45
10 days of its submission. 25 U.S.C. § 2710(d)(8)(C).

11 54. If the Secretary does not approve or disapprove the compact within 45 days, the
12 compact is “considered to have been approved by the Secretary, but only to the extent the compact
13 is consistent with the provisions of this chapter.” 25 U.S.C. § 2710(d)(8)(C).

14 55. The Secretary must disapprove a compact if it violates: (1) any provision of IGRA,
15 (2) “any other provision of Federal law that does not relate to jurisdiction over gaming on Indian
16 lands,” or (3) “the trust obligations of the United States to Indians.” 25 U.S.C. § 2710(d)(8)(B);
17 *see also Amador Cnty.*, 640 F.3d at 381 (“The Secretary must . . . disapprove a compact if it would
18 violate any of [IGRA’s] three limitations . . .”).
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21 **II. Washington Has Long Authorized Tribal Class III Gaming Monopolies**

22 56. Since the early 1990s, despite IGRA’s prohibition of class III tribal gaming
23 monopolies, Washington has authorized Indian tribes—and only Indian tribes—to engage in most
24 forms of class III gaming, while subjecting non-tribal entities to criminal sanctions for the same
25 activities. Most recently, Washington has expanded that tribal monopoly to include sports betting.
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1 **A. Limited Non-Tribal Gaming In Washington**

2 57. It is illegal to offer most forms of gaming in Washington. Washington makes it a
3 crime to engage in “professional gambling,” *see, e.g.*, Wash. Rev. Code § 9.46.222, which
4 Washington defines to include: (1) unless acting as a player or in a manner authorized by law,
5 “engag[ing] in conduct which materially aids any form of gambling activity”; (2) unless acting in
6 a manner authorized by law, “pay[ing] a fee to participate in a card game, contest of chance, lottery,
7 or other gambling activity”; (3) unless acting as a player or in a manner authorized by law,
8 “knowingly accept[ing] or receiv[ing] money or other property pursuant to an agreement or
9 understanding with any other person whereby he or she participates or is to participate in the
10 proceeds of gambling activity”; (4) “engag[ing] in bookmaking”; (5) “conduct[ing] a lottery”; or
11 (6) offering wagering on greyhound races, *id.* § 9.46.0269(1).

12
13 58. Washington defines “gambling” as “staking or risking something of value upon the
14 outcome of a contest of chance or a future contingent event not under the person’s control or
15 influence, upon an agreement or understanding that the person or someone else will receive
16 something of value in the event of a certain outcome.” Wash. Rev. Code § 9.46.0237.

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18 59. Washington law specifies three degrees of illegal “professional gambling.”
19 Depending on the scale of the gaming operation, a person offering unauthorized gaming may be
20 guilty of a gross misdemeanor, Wash. Rev. Code § 9.46.222(3), a class C felony, *id.* § 9.46.221(3),
21 or a class B felony, *id.* § 9.46.220(3).

22 60. Because Washington’s definition of “professional gambling” excepts from its
23 definition activities “authorized by this chapter,” Wash. Rev. Code § 9.46.0269(1)(a)–(c), a
24 business may offer gaming only if that form of gaming is expressly authorized by Washington law.
25 *See also Illegal Activities*, Wash. State Gambling Comm’n, *available at*

1 <https://www.wsgc.wa.gov/regulation-enforcement/illegal-activities> (“Gambling in Washington is
2 illegal unless the activity is specifically authorized by state law.”).

3 61. Washington permits non-tribal entities to offer only limited types of gaming, such
4 as raffles, bingo, card games, amusement games, pull-tabs, punchboards, sports pool boards, and
5 fundraising events. Wash. Rev. Code §§ 9.46.0305–.0361.

6 62. None of these statutory exceptions authorizes non-tribal entities to engage in the
7 full range of casino-style gaming in Washington.

8 63. As a result, it is a crime in Washington for non-tribal entities to offer the vast
9 majority of class III games, including roulette, craps, and sports betting.

10 64. The Washington State Gambling Commission warns on its website, “Gambling in
11 Washington is illegal unless the activity is specifically authorized by state law. . . . Conducting
12 illegal gambling activities may result in criminal charges being filed against you, your organization
13 and/or its officers, and forfeiture of all property or money associated with the illegal gambling.”
14 *Illegal Activities*, Wash. State Gambling Comm’n, available at
15 <https://www.wsgc.wa.gov/regulation-enforcement/illegal-activities>.

16 65. The Washington State Gambling Commission also provides a form for people to
17 “submit a tip regarding illegal [gambling] activities occurring in Washington,” and the form
18 includes a field for “[b]usiness [n]ame.” *Illegal Activities*, Wash. State Gambling Comm’n,
19 available at <https://www.wsgc.wa.gov/regulation-enforcement/illegal-activities>; *Submit a Tip*,
20 Wash. State Gambling Comm’n, available at [https://www.wsgc.wa.gov/regulation-](https://www.wsgc.wa.gov/regulation-enforcement/submit-tip)
21 [enforcement/submit-tip](https://www.wsgc.wa.gov/regulation-enforcement/submit-tip). The Washington State Gambling Commission routinely prosecutes
22 enforcement actions against unlawful gambling operations. *See Administrative Orders*, Wash.
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1 State Gambling Comm’n, *available at* [https://www.wsgc.wa.gov/regulation-](https://www.wsgc.wa.gov/regulation-enforcement/administrative-orders)
2 [enforcement/administrative-orders](https://www.wsgc.wa.gov/regulation-enforcement/administrative-orders) (collecting administrative orders).

3 **B. Washington’s Tribal Gaming Monopoly**

4 66. In contrast to its broad criminal prohibition of class III casino-style gaming among
5 non-tribal entities, since the early 1990s Washington has authorized Indian tribes located within
6 the State to conduct a wide range of class III games.

7
8 67. In 1992 Washington codified its process for negotiating tribal-state class III gaming
9 compacts pursuant to IGRA. Wash. Rev. Code § 9.46.360.

10 68. The director of the Washington State Gambling Commission (or the director’s
11 designee) “shall negotiate compacts for class III gaming on behalf of the state with federally
12 recognized Indian tribes in the state of Washington.” Wash. Rev. Code § 9.46.360(2).

13 69. On reaching a tentative agreement with an Indian tribe on a proposed compact, “the
14 director shall immediately transmit a copy of the proposed compact to all voting and ex officio
15 members of the gambling commission” and to the two standing committees designated by the
16 Washington House of Representatives and Senate, each of which shall “forward its respective
17 comments to the gambling commission.” Wash. Rev. Code § 9.46.360(3), (5). The four ex officio
18 members of the gambling commission are voting members of the gambling commission for the
19 sole purpose of voting on proposed tribal-state compacts. *Id.* § 9.46.360(4).

20
21 70. Within 45 days of receiving a proposed compact from the director, the gambling
22 commission, including the four ex officio members, “shall vote on whether to return the proposed
23 compact to the director with instructions for further negotiation or to forward the proposed
24 compact to the governor for review and final execution.” Wash. Rev. Code § 9.46.360(6).

1 71. The gambling commission “is authorized and empowered to enforce the provisions
2 of any compact between a federally recognized Indian tribe and the state of Washington.” Wash.
3 Rev. Code § 9.46.360(9).

4 72. In its first tribal-state compact (executed with the Tulalip Tribes of Washington on
5 August 2, 1991), Washington authorized the Tulalip Tribes of Washington to conduct a wide range
6 of class III games that are illegal for non-tribal entities to offer, including roulette and craps. *See*
7 Tribal-State Compact for Class III Gaming Between the Tulalip Tribes of Washington and the
8 State of Washington at 4–5 (Aug. 2, 1991) (hereinafter “Tulalip Compact”), *available at*
9 [https://www.wsgc.wa.gov/sites/default/files/public/searchable-compacts/tulalip/A-](https://www.wsgc.wa.gov/sites/default/files/public/searchable-compacts/tulalip/A-1991%20Compact%20%28s%29.pdf)
10 [1991%20Compact%20%28s%29.pdf](https://www.wsgc.wa.gov/sites/default/files/public/searchable-compacts/tulalip/A-1991%20Compact%20%28s%29.pdf).

11 73. Since 1991, Washington has entered into analogous compacts with “[a]ll 29
12 federally recognized tribes in Washington,” giving the Tribes the exclusive right to offer certain
13 class III games such as craps and roulette. *Gaming Compacts, Washington State Gambling*
14 *Comm’n, available at* <https://www.wsgc.wa.gov/tribal-gaming/gaming-compacts> (last visited
15 July 1, 2022).
16

17 74. On March 25, 2020, Washington passed a new law, S.H.B. No. 2638, giving Indian
18 tribes in the state a monopoly over sports betting. *See* 2020 Wash. Legis. Serv. ch. 127. It remains
19 a crime for non-tribal entities to offer sports betting. *See* Wash. Rev. Code §§ 9.46.220–.222.
20

21 75. The law states:

22 It has long been the policy of this state to prohibit all forms and means of gambling
23 except where carefully and specifically authorized and regulated. The legislature
24 intends to further this policy by authorizing sports wagering on a very limited basis
25 by restricting it to tribal casinos in the state of Washington.

26 2020 Wash. Legis. Serv. ch. 127, § 1.

1 76. The new act states that “[u]pon the request of a federally recognized Indian tribe or
2 tribes in the state of Washington, the tribe’s class III gaming compact may be amended . . . to
3 authorize the tribe to conduct and operate sports wagering on its Indian lands Sports wagering
4 conducted pursuant to the gaming compact is a gambling activity authorized by this chapter.”
5 Wash. Rev. Code § 9.46.0364(1). The statute makes clear that “[s]ports wagering conducted
6 pursuant to the provisions of a class III gaming compact entered into by a tribe and the state
7 pursuant to [Wash. Rev. Code § 9.46.360] is authorized bookmaking and is not subject to civil or
8 criminal penalties pursuant to [Wash. Rev. Code § 9.46.225].” *Id.* § 9.46.0364(2).

9
10 77. On July 6, 2021, Governor Jay Inslee and 15 of the 29 federally recognized Indian
11 tribes in Washington executed Compact Amendments to each of the Tribes’ respective compacts
12 to permit the Tribes to offer sports betting at their gaming facilities. *See, e.g.*, Third Amendment
13 to the Tribal State Compact for Class III Gaming Between Confederated Tribes of the Colville
14 Reservation and the State of Washington (July 6, 2021), *available at*
15 [https://www.wsgc.wa.gov/sites/default/files/public/tribal/Compacts/Colville%28D%29/2021-](https://www.wsgc.wa.gov/sites/default/files/public/tribal/Compacts/Colville%28D%29/2021-0706%20Colville_Amendment_3_%26_Appendix_S%28s%29.pdf)
16 [0706%20Colville_Amendment_3_%26_Appendix_S%28s%29.pdf](https://www.wsgc.wa.gov/sites/default/files/public/tribal/Compacts/Colville%28D%29/2021-0706%20Colville_Amendment_3_%26_Appendix_S%28s%29.pdf).

17
18 78. These Tribes are: the Confederated Tribes of the Colville Reservation; the Cowlitz
19 Indian Tribe; the Jamestown S’Klallam Tribe; the Kalispel Tribe; the Lummi Nation; the
20 Muckleshoot Indian Tribe; the Puyallup Tribe of Indians; the Shoalwater Bay Indian Tribe; the
21 Snoqualmie Indian Tribe; the Spokane Tribe; the Squaxin Island Tribe; the Stillaguamish Tribe of
22 Indians; the Suquamish Tribe; the Swinomish Indian Tribal Community; and the Tulalip Tribes of
23 Washington.

24 79. On September 1, 2021, the Secretary approved the compact amendments for the
25 Spokane Tribe, the Cowlitz Indian Tribe, the Suquamish Tribe, the Snoqualmie Indian Tribe, the
26

1 Stillaguamish Tribe of Indians, the Squaxin Island Tribe, the Lummi Nation, the Puyallup Tribe
2 of Indians, and the Tulalip Tribes of Washington. *See* 86 Fed. Reg. 49,046, 49,046–47, 49,049–
3 54 (Sept. 1, 2021). On September 15, 2021, the Secretary approved the compact amendments for
4 the Muckleshoot Indian Tribe, the Confederated Tribes of the Colville Reservation, the Shoalwater
5 Bay Indian Tribe, and the Kalispel Tribe. *See* 86 Fed. Reg. 51,370, 51,370, 51,373–74 (Sept. 15,
6 2021). On October 22, 2021, the Secretary approved the compact amendment for the Swinomish
7 Indian Tribal Community. *See* 86 Fed. Reg. 58,685 (Oct. 22, 2021). On December 28, 2021, the
8 Secretary approved the compact amendment for the Jamestown S’Klallam Tribe. *See* 86 Fed. Reg.
9 73,800 (Dec. 28, 2021).

11 80. On September 19, 2021, a sixteenth tribe, the Port Gamble S’Klallam Tribe,
12 amended its compact to permit it to offer sports betting. Memorandum of Incorporation of Most
13 Favored Nation Amendments to the Tribal/State Compact Between the Port Gamble S’Klallam
14 Tribe and the State of Washington (Sept. 19, 2021), *available at*
15 [https://www.wsgc.wa.gov/sites/default/files/public/tribal/Compacts/Port_Gamble%28X%29/Port](https://www.wsgc.wa.gov/sites/default/files/public/tribal/Compacts/Port_Gamble%28X%29/Port_Gamble_Sports_Wagering_MOI_FINAL%28signed%29.pdf)
16 [_Gamble_Sports_Wagering_MOI_FINAL%28signed%29.pdf](https://www.wsgc.wa.gov/sites/default/files/public/tribal/Compacts/Port_Gamble%28X%29/Port_Gamble_Sports_Wagering_MOI_FINAL%28signed%29.pdf). Because Washington had
17 amended compacts with other tribes to permit sports betting, the Port Gamble S’Klallam Tribe
18 exercised its right under its compact’s most-favored nation section to unilaterally amend its
19 compact to permit sports betting as well. *Id.* at 1. On December 28, 2021, the Secretary approved
20 the Port Gamble S’Klallam Tribe’s Memorandum of Incorporation. *See* 86 Fed. Reg. 73,800 (Dec.
21 28, 2021).

23 81. On February 28, 2022, Washington executed a sports-betting compact amendment
24 with a seventeenth tribe, the Sauk-Suiattle Indian Tribe, which the Secretary approved on June 14,
25 2022. *See* 87 Fed. Reg. 35,992, 35,992 (June 14, 2022).

1 82. The sports-betting amendments have therefore been approved by the Secretary
2 pursuant to IGRA, and that approval purports to authorize Washington’s tribal sports-betting
3 monopoly. *See* 25 U.S.C. § 2710(d)(3)(B), (8)(A).

4 83. On May 18, 2022, Washington executed a sports-betting compact with an
5 eighteenth tribe, the Nisqually Indian Tribe, which the Secretary has not yet acted on.

6 84. Because the terms of each sports-betting amendment are materially identical, the
7 compact amendment between Washington and the Confederated Tribes of the Colville Reservation
8 is used for reference throughout this complaint. *See* Third Amendment to the Tribal-State
9 Compact for Class III Gaming Between Confederated Tribes of the Colville Reservation and the
10 State of Washington (July 6, 2021) (hereinafter “Colville Compact Amendment”), *available at*
11 [https://www.wsgc.wa.gov/sites/default/files/public/tribal/Compacts/Colville%28D%29/2021-](https://www.wsgc.wa.gov/sites/default/files/public/tribal/Compacts/Colville%28D%29/2021-0706%20Colville_Amendment_3_%26_Appendix_S%28s%29.pdf)
12 [0706%20Colville_Amendment_3_%26_Appendix_S%28s%29.pdf](https://www.wsgc.wa.gov/sites/default/files/public/tribal/Compacts/Colville%28D%29/2021-0706%20Colville_Amendment_3_%26_Appendix_S%28s%29.pdf).

13 85. The Compact Amendments add “Sports Wagering” to the list of class III gaming
14 activities that the Tribes are permitted to offer, subject to a new Appendix S prescribing certain
15 conditions. Colville Compact Amendment at 2.

16 86. The Compact Amendments require each of the Tribes to contribute their share of a
17 “Start-Up Costs fee,” which “includes the actual costs incurred by the State Gaming Agency for
18 negotiations, rule development, regulatory program development, training, and similar activities
19 necessary to implement Sports Wagering.” Colville Compact Amendment at 3.

20 87. The Compact Amendments also provide that the Tribes’ sports-betting net win will
21 be included in the Tribes’ total net gaming revenues, of which the Tribes are required to pay 0.13%
22 to Washington for “problem gambling education, awareness, and treatment in the State of
23 Washington.” Colville Compact Amendment, Appendix S, § 8.1; First Amendment to the
24 Washington.” Colville Compact Amendment, Appendix S, § 8.1; First Amendment to the
25 Washington.” Colville Compact Amendment, Appendix S, § 8.1; First Amendment to the
26 Washington.” Colville Compact Amendment, Appendix S, § 8.1; First Amendment to the

1 Tribal/State Compact for Class III Gaming Between the Confederated Tribes of the Colville
2 Reservation and the State of Washington, Appendix X2, §§ 14.4, 14.6 (Mar. 30, 2007), *available*
3 *at* [https://www.wsgc.wa.gov/sites/default/files/public/searchable-compacts/colville/D-](https://www.wsgc.wa.gov/sites/default/files/public/searchable-compacts/colville/D-2007%20Amendment%201%20%28App%20X2%29%20%28s%29.pdf)
4 [2007%20Amendment%201%20%28App%20X2%29%20%28s%29.pdf](https://www.wsgc.wa.gov/sites/default/files/public/searchable-compacts/colville/D-2007%20Amendment%201%20%28App%20X2%29%20%28s%29.pdf).

5 **C. The Tribes' Class III Gaming Operations**

6 88. The Tribes currently operate 29 casinos on Indian lands in Washington. *See* Casino
7 Locations, Washington State Gambling Comm'n, *available at* [https://www.wsgc.wa.gov/tribal-](https://www.wsgc.wa.gov/tribal-gaming/casino-locations)
8 [gaming/casino-locations](https://www.wsgc.wa.gov/tribal-gaming/casino-locations). Of these 29 casinos, 23 are governed by compacts that Washington and
9 the Tribes have amended to permit sports betting. *Id.*; Gaming Compacts, Washington State
10 Gambling Comm'n, *available at* <https://www.wsgc.wa.gov/tribal-gaming/gaming-compacts>.

11 89. These casinos offer a range of class III games that are illegal for non-tribal entities
12 to offer in Washington, including roulette, craps, and sports betting (among other games).

13 90. In 2019, the Tribes' net receipts from class III gaming were approximately \$2.93
14 billion. Tribal Community Contributions at 11–12, Washington State Gambling Commission
15 (May 12, 2022), *available at*
16 [https://wsgc.wa.gov/sites/default/files/public/05_2022_Tribal_Contributions.pdf?_ga=2.6962690](https://wsgc.wa.gov/sites/default/files/public/05_2022_Tribal_Contributions.pdf?_ga=2.69626903.68622135.1656545003-700351475.1656545003)
17 [3.68622135.1656545003-700351475.1656545003](https://wsgc.wa.gov/sites/default/files/public/05_2022_Tribal_Contributions.pdf?_ga=2.69626903.68622135.1656545003-700351475.1656545003). The Tribes' net receipts were approximately
18 \$2.75 billion in 2018 and approximately \$2.56 billion in 2017. *See id.*

19 91. There are no non-tribal casinos in Washington that offer the full range of class III
20 games that Washington permits tribal casinos to offer.

21 92. No non-tribal casinos in Washington offer roulette, craps, or sports betting.
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1 **III. Washington’s Tribal Gaming Monopoly Violates Federal Law**

2 **A. The Federal Defendants’ Approval Of Washington’s Sports-Wagering**
3 **Compact Amendments Violated Federal Law**

4 93. The Secretary of the Interior’s decision to approve the Compact Amendments was
5 not in accordance with IGRA, 15 U.S.C. § 1175, 18 U.S.C. § 1955, 18 U.S.C. § 1166, or the equal-
6 protection component of the Fifth Amendment’s Due Process Clause, U.S. Const. amend. V, or
7 the Tenth Amendment, *id.* amend. X.

8 94. IGRA requires the Secretary of the Interior to disapprove any tribal-state class III
9 gaming compact that violates: (1) any provision of IGRA, (2) “any other provision of Federal law
10 that does not relate to jurisdiction over gaming on Indian lands,” or (3) “the trust obligations of the
11 United States to Indians.” 25 U.S.C. § 2710(d)(8)(B); *see also Amador Cnty.*, 640 F.3d at 383.

12 95. The Secretary of the Interior was obligated to disapprove the Compact
13 Amendments for three independent reasons.

14 96. *First*, the Secretary of the Interior was obligated to disapprove the Compact
15 Amendments because they purport to authorize tribal class III gaming that violates IGRA, 15
16 U.S.C. § 1175, 18 U.S.C. § 1955, and 18 U.S.C. § 1166.

17 97. IGRA provides that class III gaming on Indian lands is lawful “only if,” among
18 other things, the class III gaming activity is “located in a State that permits such gaming for any
19 purpose by any person, organization, or entity” and is conducted in conformance with a tribal-state
20 compact “that is in effect.” 25 U.S.C. § 2710(d)(1)(B)–(C).

21 98. Failure to comply with either condition renders class III gaming on Indian lands
22 illegal under IGRA, 15 U.S.C. § 1175, 18 U.S.C. § 1955, and 18 U.S.C. § 1166. *See Pueblo of*
23 *Santa Ana*, 104 F.3d at 1552.
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25
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1 99. IGRA’s state-permission requirement prohibits tribal class III gaming monopolies
2 by ensuring that each class III gaming activity remains illegal on Indian lands unless a State
3 “permits” the same class III gaming activity by non-tribal entities.

4 100. IGRA’s state-permission requirement has not been satisfied in Washington for
5 sports betting because the State criminally prohibits such gaming by any non-tribal entities.
6 *Compare* Wash. Rev. Code § 9.46.0364, *with id.* §§ 9.46.220–.222.

7
8 101. Washington’s grant of a right to only “a federally recognized Indian tribe or tribes
9 in the state of Washington” to “operate sports wagering on its Indian lands,” Wash. Rev. Code
10 § 9.46.0364, violates IGRA’s state-permission requirement because Washington prohibits any
11 non-tribal entities from offering sports betting, and thereby does not “permit[] such gaming for
12 any purpose by any person, organization, or entity” as IGRA requires, 25 U.S.C. § 2710(d)(1)(B).

13 102. Neither the Compact Amendments nor any other state law can unilaterally
14 “permit”—that is, authorize or legalize—sports betting solely on Indian lands because IGRA
15 makes clear that such authorization can occur only through IGRA’s statutory compacting process.

16 103. Because Washington has not “permit[ted]” sports betting within the meaning of
17 IGRA, 25 U.S.C. § 2710(d)(1)(B), sports betting remains illegal on Indian lands in Washington
18 under IGRA and applicable federal criminal statutes. *See* 25 U.S.C. § 2710(d)(1); 15 U.S.C.
19 § 1175; 18 U.S.C. § 1955; 18 U.S.C. § 1166.

20 104. Because the Compact Amendments purport to authorize the Tribes to offer class III
21 gaming in Washington that federal law prohibits, the Compact Amendments violate federal law
22 and are void.
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1 105. Because the Compact Amendments violate federal law, the Governor of
2 Washington had no authority to “enter[] into” them within the meaning of IGRA. 25 U.S.C.
3 § 2710(d)(1)(C).

4 106. Because the Compact Amendments violate federal law and were not validly entered
5 into, the Secretary was obligated to disapprove the Compact Amendments. 25 U.S.C.
6 § 2710(d)(8)(B)(i).

7 107. By instead approving the Compact Amendments and purporting to authorize illegal
8 tribal class III gaming, the Secretary violated IGRA. *See* 15 U.S.C. § 1175; 18 U.S.C. § 1955;
9 18 U.S.C. § 1166.

10 108. *Second*, the Secretary also was required to disapprove the Compact Amendments
11 under IGRA because they violate the Constitution’s guarantee of equal protection.
12

13 109. The Constitution’s guarantee of equal protection mandates the equal treatment of
14 people of all races and ancestries without discrimination or preference. *City of Richmond v. J.A.*
15 *Croson Co.*, 488 U.S. 469 (1989).

16 110. The Compact Amendments discriminate on the basis of race and ancestry, in
17 violation of equal-protection principles, by granting monopolies to Washington Indian tribes over
18 sports betting.

19 111. By executing the Compact Amendments, Washington has purported to grant the
20 Tribes a right to offer sports betting, an activity that Washington permits only tribal entities to
21 offer. *See* Wash. Rev. Code § 9.46.0364.

22 112. At the same time, Washington criminally prohibits any entities other than those
23 affiliated with Washington Indian tribes from offering sports betting in Washington. Wash. Rev.
24 Code §§ 9.46.220–.222.
25
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1 113. The Compact Amendments’ grant of sports-betting monopolies to Washington
2 Indian tribes is a racial and ancestral classification, as membership in a Washington Indian tribe
3 depends on lineal descent from historical tribal rolls and often also a minimum blood quantum.

4 114. The Compact Amendments’ race-based preference for Indian tribal sports betting
5 is subject to strict scrutiny. *See Adarand Constructors, Inc. v. Pena*, 515 U.S. 200, 227 (1995).

6 115. The Compact Amendments’ race-based preference does not fall within the narrow
7 exception outlined in *Morton v. Mancari*, 417 U.S. 535 (1974), because Congress has not
8 authorized and could not authorize a State to grant Indian tribes a monopoly over a commercial
9 activity that is unrelated to uniquely Indian interests, *see Williams v. Babbitt*, 115 F.3d 657, 665
10 (9th Cir. 1997).

11 116. The Compact Amendments’ race-based preference for Indian tribal sports betting
12 cannot survive strict scrutiny or even rational-basis review because it is unrelated to the furtherance
13 of Congress’s trust obligation to Indian tribes.

14 117. Thus, the Compact Amendments’ race-based preference for Indian tribal sports
15 betting violates the Constitution’s guarantee of equal protection.

16 118. Because the Compact Amendments violate equal protection, the Governor of
17 Washington lacked authority to “enter[] into” them within the meaning of IGRA. 25 U.S.C.
18 § 2710(d)(1)(C).

19 119. Because the Compact Amendments violate equal protection and were not validly
20 entered into, the Secretary was required to disapprove the Compact Amendments. 25 U.S.C.
21 § 2710(d)(8)(B)(ii).

22 120. By instead approving the Compact Amendments and purporting to authorize a
23 violation of equal protection, the Secretary violated IGRA.
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26

1 121. In addition to violating IGRA, the Secretary’s approval independently violated the
2 equal-protection component of the Fifth Amendment’s Due Process Clause because it blessed and
3 facilitated Washington’s unconstitutional race-based preference for Indian tribal sports betting.

4 122. *Third*, the Secretary also was required to disapprove the Compact Amendments
5 because the process by which they were executed violated the Tenth Amendment.

6 123. “The legislative powers granted to Congress are sizable, but they are not
7 unlimited.” *Murphy v. Nat’l Collegiate Athletic Ass’n*, 138 S. Ct. 1461, 1476 (2018).
8 “[C]onspicuously absent from the list of powers given to Congress is the power to issue direct
9 orders to the governments of the States.” *Id.*

10 124. IGRA’s state-negotiation mandate issues a “direct order” to the States: IGRA
11 directs that upon receiving a request from an Indian tribe to negotiate a class III gaming compact,
12 “the State *shall* negotiate with the Indian tribe in good faith to enter into such a compact.” 25
13 U.S.C. § 2710(d)(3)(A) (emphasis added). That sort of “direct order” violates the Constitution’s
14 anti-commandeering principle, and renders the process for entering into the Compact Amendments
15 unlawful. *See Murphy*, 138 S. Ct. at 1476.

16 125. This state-negotiation mandate is not severable from the remainder of the Act. An
17 unconstitutional provision is not severable when “the statute created in its absence is legislation
18 that Congress would not have enacted.” *Alaska Airlines, Inc. v. Brock*, 480 U.S. 678, 685 (1987).
19 The compacting process is IGRA’s centerpiece, and the state-negotiation mandate is what ensures
20 that process takes place. Congress would not have enacted IGRA without this central requirement.

21 126. Because the Compact Amendments violated the Tenth Amendment and were not
22 validly entered into, the Secretary was required to disapprove the Compact Amendments. 25
23 U.S.C. § 2710(d)(8)(B)(ii).

1 127. By instead approving the Compact Amendments and purporting to authorize a
2 violation of the Tenth Amendment, the Secretary violated IGRA.

3 128. In addition, because the state-negotiation mandate is not severable from the
4 remainder of the Act, none of IGRA's provisions can stand, and the Secretary lacked any authority
5 to approve the Compact Amendments.

6 **B. The State Defendants' Execution And Administration Of Washington's**
7 **Tribal-State Class III Gaming Compacts Violates Federal Law**

8 129. The Compact Amendments giving the Tribes a monopoly over sports betting
9 violate IGRA, federal criminal gaming statutes, the Constitution's guarantee of equal protection,
10 and the Tenth Amendment.

11 130. All of Washington's tribal-state Compacts—not just the recent Compact
12 Amendments concerning sports betting—violate the Constitution's guarantee of equal protection
13 because they give the Tribes a monopoly over many class III games, such as (but not limited to)
14 roulette and craps, that non-tribal entities are criminally prohibited from offering. *See, e.g.*, Tulalip
15 Compact at 4–5.
16

17 131. All of the tribal-state Compacts also violate the Tenth Amendment because the
18 process for entering into them was undertaken in violation of the Constitution's anti-
19 commandeering principle.

20 132. The Governor of Washington executed the Compacts and Compact Amendments,
21 rendering them approved as a matter of state law.

22 133. The members of the Washington State Gambling Commission continue to
23 administer the Compacts and Compact Amendments.
24

25 134. The Defendants' actions executing and administering the unlawful Compacts and
26 Compact Amendments violate IGRA, 15 U.S.C. § 1175, 18 U.S.C. § 1955, and 18 U.S.C. § 1166,

1 and aid and abet violations of the same, 18 U.S.C. § 2, by purporting to authorize and by facilitating
2 tribal class III gaming that these federal statutes prohibit.

3 135. The Defendants' actions executing and administering the unlawful Compacts and
4 Compact Amendments violate the Constitution's guarantee of equal protection by purporting to
5 authorize and by facilitating Washington's race-based preference for tribal gaming.

6 136. The Defendants' actions executing and administering the unlawful Compacts and
7 Compact Amendments violate the Tenth Amendment by continuing to administer agreements that
8 were not lawfully entered into.

9
10 **C. Washington's Criminal Prohibition Of Types Of Class III Gaming That It**
11 **Permits Only Indian Tribes To Offer Violates Federal Law**

12 137. Washington criminally prohibits most forms of class III gaming, including (but not
13 limited to) roulette, craps, and sports betting. *See* Wash. Rev. Code §§ 9.46.220–.222; *id.*
14 §§ 9.46.0305–.0361.

15 138. In the Compacts and Compact Amendments, however, Washington has purported
16 to exempt the Tribes from the application of its criminal prohibitions on these forms of class III
17 gaming. *See* Wash. Rev. Code §§ 9.46.360, 9.46.225; *see also id.* § 9.46.0364(2).

18 139. Because the application of Washington's criminal class III gaming prohibitions
19 turns on the race and ancestry of the offender, Washington's continued enforcement of its class III
20 gaming prohibitions against non-tribal entities violates the Constitution's guarantee of equal
21 protection.

22 140. The Attorney General of Washington is authorized by state statute to investigate,
23 direct the prosecution of, and prosecute violations of state criminal laws. Wash. Rev. Code
24 § 43.10.090. The Governor of Washington is authorized to request that the Attorney General
25 initiate criminal investigations and proceedings. *Id.* The members of the Washington State
26

1 Gambling Commission are charged with investigating and enforcing Washington’s criminal
 2 gaming laws. Wash. Rev. Code §§ 9.46.140, 9.46.210(3).

3 **IV. Maverick’s Injuries Caused By Washington’s Tribal Gaming Monopoly**

4 141. Maverick currently owns and operates 18 cardrooms in Washington. Maverick also
 5 owns casinos in Nevada and Colorado, which offer a range of class III gaming, including roulette,
 6 craps, sports betting, and dealer-assisted electronic table games.

7
 8 142. Sports betting in the United States has seen extraordinary growth over the past
 9 several years.¹ The American Gaming Association reported that sports betting generated more
 10 than \$1.5 billion in revenue in 2020, which represented a nearly 69% year-over-year growth rate.²
 11 Revenue from sports betting will continue to rise as consumer demand grows around the country.³

12 143. With sports betting becoming increasingly popular, Maverick would like to offer
 13 that form of gaming to the patrons of its Washington cardrooms. Maverick would also like to offer
 14 in Washington the kinds of class III games that its Nevada and Colorado casinos offer, including,
 15 but not limited to, roulette, craps, and dealer-assisted electronic table games.⁴ It would be
 16
 17
 18

19 ¹ See, e.g., David Purdum, *Sports Betting’s Growth in U.S. ‘Extraordinary’*, ESPN (May 14, 2020),
 20 https://www.espn.com/chalk/story/_/id/29174799/sports-betting-growth-us-extraordinary (“More
 21 than \$20 billion has been bet with U.S. sportsbooks since the Supreme Court struck down the
 22 Professional and Amateur Sports Protection Act of 1992 on May 14, 2018.”).

23 ² See *Commercial Gaming Revenue Tracker: 2020 Fourth Quarter*, Am. Gaming Ass’n,
 24 <https://www.americangaming.org/wp-content/uploads/2021/02/Q4-Email-PDF.pdf> (last visited
 25 July 1, 2022).

26 ³ See *id.*

⁴ This Complaint often lists roulette, craps, and sports betting as examples of the types of class III
 games that Maverick wants to offer in Washington. In doing so, Maverick does not provide an
 exhaustive list of the class III games it wishes to offer but rather a few illustrative examples. In

1 economically viable and profitable for Maverick to offer games like roulette, craps, sports betting,
2 and dealer-assisted electronic table games in Washington and Maverick seeks to do so, but
3 Maverick is unable to proceed because of Washington’s criminal prohibition of most forms of
4 class III gaming unless conducted at an authorized tribal gaming facility. *See* Wash. Rev. Code
5 §§ 9.46.0364, 9.46.0368, 9.46.220–.222.

6
7 144. Because the Tribes can offer these games (including roulette, craps, sports betting,
8 and dealer-assisted electronic table games), but Maverick cannot, Maverick suffers competitive
9 injury with tribal casinos. That injury includes increased advertising expenses, increased
10 promotional expenses, and increased entertainment expenses that Maverick must undertake in
11 order to compete with tribal casinos. It also includes lost revenue from customers who would
12 frequent Maverick’s cardrooms if they offered the class III games that they are currently prohibited
13 from offering, but who instead frequent tribal casinos. Maverick also suffers a loss of goodwill
14 by failing to offer the same set of products as its tribal competitors.

15
16 145. The Supreme Court “routinely recognizes probable economic injury resulting from
17 [governmental actions] that alter competitive conditions as sufficient to satisfy the [Article III
18 ‘injury-in-fact’ requirement] It follows logically that any . . . petitioner who is likely to suffer
19 economic injury as a result of [governmental action] that changes market conditions satisfies this
20 part of the standing test.” *Clinton v. City of N.Y.*, 524 U.S. 417, 432–33 (1998) (alterations in
21 original) (quoting 3 K. Davis & R. Pierce, *Administrative Law Treatise* 13–14 (3d ed. 1994)).

22
23 146. Maverick competes with other casinos, including tribal casinos, to offer the best
24 and most attractive selection of games allowed by law.

25
26 this action, Maverick seeks to vindicate its right to offer the full suite of class III games that
Washington currently permits only Indian tribes to offer.

1 147. But for Washington’s tribal gaming monopoly, Maverick is able, ready, and
2 prepared to expand its gaming offerings in Washington to include a wide variety of class III games,
3 including (but not limited to) roulette, craps, sports betting, and dealer-assisted electronic table
4 games.

5 148. Maverick has access to the capital needed to offer a wide variety of class III games
6 in Washington, including roulette, craps, and sports betting, and to finance any additional facilities
7 or purchase any necessary equipment.
8

9 149. As a company that predominantly operates in Washington, Maverick is familiar
10 with the requirements of Washington’s gaming laws and regulations.

11 150. Maverick would earn significant additional revenue if it could offer games such as
12 craps, roulette, and sports betting, and it would also earn additional revenue if tribal casinos could
13 *not* offer such games exclusively.

14 151. Maverick’s successful class III gaming operations in Colorado and Nevada
15 demonstrate that it has the necessary background and experience to offer additional class III games
16 like roulette, craps, and sports betting in Washington.
17

18 152. Maverick is unable to take advantage of the commercial opportunities it has
19 identified because Washington criminally prohibits most class III games if offered by non-tribal
20 entities.

21 153. Due to the threat of enforcement of Washington’s criminal laws, which prohibit
22 most forms of class III gaming, Maverick is unable to offer the same forms of class III gaming as
23 the Tribes. As a result, Maverick cannot establish or acquire gaming operations in Washington
24 that can effectively compete with the Tribes’ operations.
25
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1 154. The Defendants’ unlawful execution, approval, and administration of the Compacts
2 and Compact Amendments also alters competitive conditions in a way that is unfavorable to
3 Maverick.

4 155. The Secretary’s unlawful approval of the Compacts and the Compact Amendments
5 has facilitated and continues to facilitate the Tribes’ unlawful class III gaming activities. Those
6 activities harm Maverick by making it more difficult for Maverick to grow its successful gaming
7 offerings in Washington because Maverick cannot compete on an equal footing with the Tribes’
8 much broader gaming offerings.
9

10 156. The Secretary’s unlawful approval of the Compacts and the Compact Amendments
11 has resulted in the deprivation of Maverick’s substantive rights under constitutional equal-
12 protection principles and IGRA to compete on equal terms with the Tribes to offer class III gaming
13 in Washington free from discrimination on the basis of race and ancestry.

14 157. If Washington did not limit most forms of class III gaming to tribal casinos,
15 Maverick would offer a wide range of class III games (including roulette, craps, and sports betting)
16 at its Washington cardrooms and increase its commercial casino revenue, and it would no longer
17 suffer the violation of its equal-protection rights.
18

19 158. If Washington applied its prohibition of most forms of class III gaming to the Tribes
20 and non-tribal entities alike, many patrons of Washington’s tribal casinos would instead frequent
21 Maverick’s Washington cardrooms, increasing Maverick’s commercial casino revenue.

22 159. This discrimination, on its own, is a cognizable injury in fact. As the Supreme
23 Court has explained, discrimination that results in an “inability to compete on an equal footing”
24 itself is an injury in fact. *Ne. Fla. Chapter of Associated Gen. Contractors of Am. v. City of*
25 *Jacksonville, Fla.*, 508 U.S. 656, 666 (1993).
26

1 160. Enjoining Washington from enforcing its tribal class III gaming monopoly would
2 either permit Maverick to expand its operations in Washington or would increase the number of
3 patrons at Maverick’s existing Washington cardrooms.

4 161. Washington’s tribal class III gaming monopoly exists only because the Secretary
5 unlawfully approved the Compacts and Compact Amendments.

6 162. If the Secretary had disapproved the Compacts and Compact Amendments,
7 Washington would not be able to enforce its tribal class III gaming monopoly.

8 163. Vacating the Secretary’s approval would make Washington’s tribal class III gaming
9 monopoly unlawful, allowing Maverick to increase its commercial casino revenue either by
10 expanding its gaming offerings in Washington or by benefitting from increased patronage at its
11 Washington cardrooms due to the elimination of the Tribes’ competitive advantage.

12
13 **COUNT ONE:**

14 **The Administrative Procedure Act**
15 **(Not in Accordance with Law – IGRA, Equal Protection, and the Tenth Amendment)**

16 164. Maverick incorporates all preceding paragraphs by reference.

17 165. The Department of the Interior and the Secretary of the Interior are “agencies”
18 under the APA. 5 U.S.C. § 551(1).

19 166. The APA prohibits agency actions that are “not in accordance with law.” 5 U.S.C.
20 § 706(2)(A).

21 167. Federal law obligated the Secretary of the Interior to disapprove Washington’s
22 sports-betting Compact Amendments.

23 168. *First*, the Secretary of the Interior was obligated to disapprove the Compact
24 Amendments because they purport to authorize tribal class III gaming that violates IGRA, 15
25 U.S.C. § 1175, 18 U.S.C. § 1955, and 18 U.S.C. § 1166.
26

1 169. *Second*, the Secretary also was required to disapprove the Compact Amendments
2 under IGRA and the equal-protection component of the Fifth Amendment’s Due Process Clause
3 because they violate the Constitution’s guarantee of equal protection.

4 170. *Third*, the Secretary also was required to disapprove the Compact Amendments
5 because the process by which they were executed violated the Tenth Amendment.

6 171. The Secretary’s approval of the Compact Amendments constitutes “[a]gency action
7 made reviewable by statute and final agency action for which there is no other adequate remedy
8 in a court.” 5 U.S.C. § 704.

9 172. Maverick has suffered a legal wrong or has been adversely affected or aggrieved
10 by the Secretary’s approval of the Compact Amendments. 5 U.S.C. § 702.

11 173. The Secretary’s approval of the Compact Amendments has resulted in the
12 deprivation of Maverick’s substantive rights under equal-protection principles and IGRA to
13 compete on equal terms with the Tribes to offer sports betting in Washington free from
14 discrimination on the basis of race or ancestry.

15 174. It would be economically viable for Maverick to offer sports betting in Washington
16 and Maverick seeks to do so, but Maverick cannot offer sports betting because of Washington’s
17 tribal sports-betting monopoly.

18 175. The Secretary’s approval of the Compact Amendments also has facilitated and
19 continues to facilitate the Tribes’ unlawful sports-betting offerings. Those activities harm
20 Maverick by making it more difficult for Maverick to effectively compete with the Tribes’ much
21 broader gaming offerings.

22 176. Maverick therefore is entitled to an order: (1) declaring that the Compact
23 Amendments violate IGRA, 15 U.S.C. § 1175, 18 U.S.C. § 1955, 18 U.S.C. § 1166, the
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1 Constitution’s guarantee of equal protection, and the Tenth Amendment, and therefore were not
2 validly entered into and are not in effect; (2) declaring that the Secretary’s approval of the Compact
3 Amendments violated IGRA, 15 U.S.C. § 1175, 18 U.S.C. § 1955, 18 U.S.C. § 1166, the
4 Constitution’s guarantee of equal protection, and the Tenth Amendment; (3) setting aside and
5 vacating the Secretary’s approval of the Compact Amendments; (4) declaring that the Tribes’
6 sports-betting activities violate IGRA, 15 U.S.C. § 1175, 18 U.S.C. § 1955, and 18 U.S.C. § 1166;
7 and (5) awarding nominal damages, reasonable costs (including attorneys’ fees), and any other
8 relief this Court deems just and proper.
9

10 **COUNT TWO:**

11 **42 U.S.C. § 1983, Equity, Declaratory Judgment Act**
12 **(Violation of IGRA, Equal Protection, and the Tenth Amendment)**

13 177. Maverick incorporates all preceding paragraphs by reference.

14 178. 42 U.S.C. § 1983 provides private parties a cause of action for declaratory and
15 injunctive relief against any person who, under color of state law, deprives them of rights
16 guaranteed by the U.S. Constitution or a federal statute.

17 179. Courts of equity likewise provide private parties a cause of action to seek
18 declaratory and injunctive relief against state officials that violate federal law. *See Armstrong v.*
19 *Exceptional Child Ctr., Inc.*, 575 U.S. 320, 326 (2015); *Ex parte Young*, 209 U.S. 123, 127 (1908).

20 180. The Declaratory Judgment Act provides that in “a case of actual controversy within
21 its jurisdiction . . . any court of the United States . . . may declare the rights and other legal relations
22 of any interested party seeking such declaration, whether or not further relief is or could be sought.”
23 28 U.S.C. § 2201(a).

24 181. The Defendants’ actions executing and administering the unlawful Compacts and
25 Compact Amendments violate IGRA, 15 U.S.C. § 1175, 18 U.S.C. § 1955, and 18 U.S.C. § 1166,
26

1 and aid and abet violations of the same, 18 U.S.C. § 2, by purporting to authorize and by facilitating
2 tribal class III gaming that these federal statutes prohibit.

3 182. The Defendants' actions executing and administering the unlawful Compacts and
4 Compact Amendments violate the Constitution's guarantee of equal protection by purporting to
5 authorize and by facilitating Washington's race-based preference for tribal gaming.

6 183. The Defendants' actions executing and administering the unlawful Compacts and
7 Compact Amendments violate the Tenth Amendment by continuing to administer agreements that
8 were not lawfully entered into.

9 184. The Defendants' unlawful actions executing and administering the Compacts and
10 Compact Amendments have directly, personally, and substantially injured Maverick.

11 185. The Defendants' actions have deprived and continue to deprive Maverick of its
12 substantive rights under the Constitution's guarantee of equal protection and IGRA to compete on
13 equal terms with the Tribes to offer class III gaming in Washington free from discrimination on
14 the basis of race or ancestry.

15 186. As detailed above, but for Washington's tribal monopoly, Maverick is able, ready,
16 and prepared to expand its class III gaming offerings in Washington to include games such as
17 roulette, craps, and sports betting.

18 187. The Defendants' actions also have facilitated and continue to facilitate the Tribes'
19 unlawful class III gaming activities. Those activities harm Maverick by making it more difficult
20 for Maverick to compete with the Tribes' much broader gaming offerings in Washington.
21 Declaring that the Compacts and Compact Amendments are illegal and void and enjoining
22 Defendants from enforcing them would eliminate the Tribes' class III gaming monopoly, prohibit
23 the Tribes from offering class III gaming that Washington does not permit non-tribal entities to
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1 offer, and redress Maverick's injuries by ensuring that it can compete with the Tribes on equal
2 footing.

3 188. These injuries give rise to a substantial controversy between parties having adverse
4 legal interests of sufficient immediacy and reality to warrant the issuance of a declaratory
5 judgment.

6 189. Maverick therefore seeks a declaration: (1) that the Compacts and Compact
7 Amendments violate IGRA, 15 U.S.C. § 1175, 18 U.S.C. § 1955, 18 U.S.C. § 1166, the
8 Constitution's guarantee of equal protection, and the Tenth Amendment, and therefore were not
9 validly entered into and are not in effect; (2) that the Governor's execution of the Compacts and
10 Compact Amendments violated IGRA, 15 U.S.C. § 1175, 18 U.S.C. § 1955, 18 U.S.C. § 1166, the
11 Constitution's guarantee of equal protection, and the Tenth Amendment, and the Compacts and
12 Compact Amendments are therefore void; (3) that the continued administration of the Compacts
13 and Compact Amendments by the members of the Washington State Gambling Commission
14 violates IGRA, 15 U.S.C. § 1175, 18 U.S.C. § 1955, 18 U.S.C. § 1166, the Constitution's
15 guarantee of equal protection, and the Tenth Amendment; and (4) that the Tribes' class III gaming
16 activities violate IGRA, 15 U.S.C. § 1175, 18 U.S.C. § 1955, and 18 U.S.C. § 1166.

17 190. Maverick also seeks an injunction: (1) prohibiting the members of the Washington
18 State Gambling Commission from continuing to administer the Compacts and Compact
19 Amendments; and (2) prohibiting the Governor from entering into any new class III gaming
20 compacts with the Tribes granting them exclusive rights to engage in any form of class III gaming.

21 191. Maverick also seeks an award of nominal damages, reasonable costs (including
22 attorneys' fees), and any other relief this Court deems just and proper.

COUNT THREE:

**42 U.S.C. § 1983, Equity, Declaratory Judgment Act
(Violation of Equal Protection)**

192. Maverick incorporates all preceding paragraphs by reference.

193. 42 U.S.C. § 1983 provides private parties a cause of action for declaratory and injunctive relief against any person who, under color of state law, deprives them of rights guaranteed by the U.S. Constitution or a federal statute.

194. Courts of equity likewise provide private parties a cause of action to seek declaratory and injunctive relief against state officials that violate federal law. *See Armstrong*, 575 U.S. at 326; *Ex parte Young*, 209 U.S. at 127.

195. The Declaratory Judgment Act provides that in “a case of actual controversy within its jurisdiction . . . any court of the United States . . . may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought.” 28 U.S.C. § 2201(a).

196. The Constitution’s guarantee of equal protection mandates the equal treatment of people of all races and ancestries without discrimination or preference.

197. Washington criminally prohibits most forms of class III gaming, including roulette, craps, and sports betting. *See Wash. Rev. Code §§ 9.46.220–.222; id. §§ 9.46.0305–.0361.*

198. In the Compacts and Compact Amendments, however, Washington has purported to exempt the Tribes from the application of its criminal prohibitions on these forms of class III gaming. *See Wash. Rev. Code §§ 9.46.360, 9.46.225; see also id. § 9.46.0364(2).*

199. Because the application of Washington’s criminal class III gaming prohibitions turns on the race and ancestry of the offender, Washington’s continued enforcement of its class III

1 gaming prohibitions against non-tribal entities violates the Constitution’s guarantee of equal
2 protection.

3 200. The Defendants’ potential enforcement of Washington’s racially discriminatory
4 criminal gaming laws has directly, personally, and substantially injured Maverick.

5 201. The Defendants’ discriminatory application and enforcement of Washington’s
6 criminal laws prohibiting these forms of class III gaming deprives Maverick of its right under the
7 Constitution’s guarantee of equal protection to compete on equal terms with the Tribes to offer
8 class III gaming in Washington free from discrimination on the basis of race or ancestry.
9

10 202. As detailed above, but for Washington’s tribal monopoly, Maverick is able, ready,
11 and prepared to expand its gaming offerings in Washington to include games such as roulette,
12 craps, and sports betting.

13 203. Due to the threat of enforcement of Washington’s criminal laws, which prohibit
14 most forms of class III gaming, Maverick is unable to offer the same forms of class III gaming as
15 the Tribes. As a result, Maverick cannot establish or acquire gaming operations in Washington
16 that can effectively compete with the Tribes’ operations.

17 204. These injuries give rise to a substantial controversy between parties having adverse
18 legal interests of sufficient immediacy and reality to warrant the issuance of a declaratory
19 judgment.
20

21 205. Maverick therefore seeks a declaration that the Defendants’ continued enforcement
22 of Washington’s criminal laws prohibiting class III gaming—including roulette, craps, and sports
23 betting—violates the Constitution’s guarantee of equal protection, and an injunction prohibiting
24 the Defendants from enforcing those laws against Maverick.
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1 206. Maverick also seeks an award of nominal damages, reasonable costs (including
2 attorneys' fees), and any other relief this Court deems just and proper.

3 **PRAYER FOR RELIEF**

4 207. Maverick demands a judgment against the Defendants as follows:

5 1. Declaring that the Compacts and Compact Amendments violate IGRA, 15
6 U.S.C. § 1175, 18 U.S.C. § 1955, 18 U.S.C. § 1166, the Constitution's guarantee of equal
7 protection, and the Tenth Amendment, and therefore are void, were not validly entered
8 into, and are not in effect;

9 2. Declaring that the Secretary of the Interior's approval of the Compacts and
10 Compact Amendments; the Governor's execution of the Compacts and Compact
11 Amendments; and the continued administration of the Compacts and Compact
12 Amendments by the members of the Washington State Gambling Commission violate
13 IGRA, 15 U.S.C. § 1175, 18 U.S.C. § 1955, 18 U.S.C. § 1166, the Constitution's guarantee
14 of equal protection, and the Tenth Amendment;

15 3. Declaring that the continued enforcement of Washington's criminal laws
16 prohibiting class III gaming against Maverick violates the Constitution's guarantee of equal
17 protection;

18 4. Declaring that the Tribes' class III gaming activities violate IGRA,
19 15 U.S.C. § 1175, 18 U.S.C. § 1955, and 18 U.S.C. § 1166;

20 5. Vacating and setting aside the Secretary of the Interior's approval of the
21 Compacts and Compact Amendments;

22 6. Enjoining the continued administration of the Compacts and Compact
23 Amendments by the members of the Washington State Gambling Commission;
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1 7. Enjoining the Governor, the Attorney General, and the members of the
2 Washington State Gambling Commission from enforcing against Maverick Washington’s
3 criminal laws prohibiting class III gaming;

4 8. Issuing all process necessary and appropriate to postpone further
5 administration of the Compacts and Compact Amendments and prevent enforcement
6 against Maverick of Washington’s criminal laws prohibiting class III gaming pending the
7 conclusion of this case;

8 9. Awarding Maverick its reasonable costs, including attorneys’ fees, incurred
9 in bringing this action;

10 10. Awarding Maverick nominal damages; and

11 11. Granting such other and further relief as this Court deems just and proper.
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1 DATED July 5, 2022.

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CERTIFICATE OF SERVICE

I hereby certify that on this date I caused the foregoing document to be electronically filed with the Clerk of the Court using the CM/ECF system which sends notification of the filing to all counsel of record.

DATED July 5, 2022.

/s/ Thomas M. Brennan
Thomas M. Brennan

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