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BLACKWOOD IVORY GAMING  
9 GROUP LLC

10  
11 **UNITED STATES DISTRICT COURT**  
12 **EASTERN DISTRICT OF CALIFORNIA**  
13

14 OSCEOLA BLACKWOOD IVORY )  
GAMING GROUP LLC, )  
15 )  
Plaintiff, )

16 vs. )

17 )  
18 PICAYUNE RANCHERIA OF )  
CHUKCHANSI INDIANS and )  
19 CHUKCHANSI ECONOMIC )  
DEVELOPMENT AUTHORITY, )  
20 Defendants. )

Case No.

**COMPLAINT FOR DAMAGES FOR:**

- 1. **BREACH OF CONTRACT**
- 2. **BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING**
- 3. **BREACH OF ORAL CONTRACT**
- 4. **BREACH OF IMPLIED CONTRACT**
- 5. **FRAUD**
- 6. **VIOLATION OF CAL. BUS. & PROF. CODE SECTION 17200, ET SEQ.**
- 7. **INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**
- 8. **NEGLIGENT INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**

**DEMAND FOR JURY TRIAL**

1 Plaintiff, OSCEOLA BLACKWOOD IVORY GAMING GROUP LLC (“Plaintiff” or  
2 “OBIG”), complains of Defendants PICAYUNE RANCHERIA OF CHUKCHANSI INDIANS  
3 (“Chukchansi Tribe”) and CHUKCHANSI ECONOMIC DEVELOPMENT AUTHORITY  
4 (“CEDA”) (collectively “Defendants”), and alleges as follows:

5 **INTRODUCTION**

6 1. The principals of Plaintiff OBIG provide management and consulting services for  
7 Native American hospitality and gaming projects. The principals of OBIG are committed to  
8 bringing opportunity and success to Native people and Native businesses through their vast  
9 experience in casino gaming and resorts and through their deep understanding of Native  
10 American culture, values, and economic realities.

11 2. In or around April 2015, Defendants Chukchansi Tribe and CEDA contacted the  
12 principals of OBIG to discuss enlisting their services to assist with the reopening of the  
13 Chukchansi Gold Resort & Casino (“Casino”), including but not limited to: providing  
14 management services, identifying and training staff, getting the Casino in a position to reopen  
15 to the public, and obtaining the state and federal approvals needed to reopen and operate the  
16 Casino. At the time, the Chukchansi Tribe was facing tremendous fines, was paying significant  
17 consulting fees to other third parties, and was in default on bonds issued by the Chukchansi  
18 Tribe under that certain indenture dated May 30, 2012 with CEDA and Wells Fargo Bank as  
19 Trustee. At the time the Tribe contacted OBIG, it was estimated that the outstanding bond debt  
20 in default, including principal and accrued interest, totaled approximately \$280 million. Thus,  
21 the Chukchansi Tribe had no funding available to support and/or maintain the Casino or to  
22 commence the reopening process. The Chukchansi Tribe and/or CEDA reached out to the  
23 principals of OBIG because they knew that they needed professional help to reopen and  
24 manage the Casino on a long-term basis.

25 3. In or around June 2015, the principals of OBIG made a proposal to the  
26 Chukchansi Tribe and CEDA to provide the necessary management services and to assist with  
27 securing financing in the event that the Chukchansi Tribe was unsuccessful in securing other  
28 acceptable financing on its own. As part of its proposal and in exchange for providing

1 assistance with securing financing, OBIG was to receive a formal management agreement for a  
2 term of seven (7) years and with payment of thirty percent (30%) of the Casino's net revenues  
3 in accordance with National Indian Gaming Commission ("NIGC") regulations.

4 4. In addition to needing to secure the appropriate financing to reopen the Casino,  
5 the Chukchansi Tribe and/or CEDA also needed to negotiate and enter into a court-approved  
6 settlement agreement with the NIGC to lift the prior closure order on the Casino and permit  
7 Defendants to reopen the Casino. OBIG played a vital role in assisting the Chukchansi Tribe  
8 and/or CEDA with the negotiation and execution of the settlement agreement with the NIGC,  
9 as well as obtaining the requisite court-approval to lift the prior closure order so that the  
10 Chukchansi Tribe and/or CEDA could reopen the Casino.

11 5. In or around July 2015, OBIG also assisted the Chukchansi Tribe and/or CEDA  
12 with successfully securing the necessary commitment from their existing Senior Lender to  
13 provide the financing for the reopening of the Casino. However, the Senior Lender required  
14 that the additional financing be conditional upon the Chukchansi Tribe and/or CEDA satisfying  
15 several requirements from a regulatory and operational perspective. In order to show the  
16 Senior Lender that the Chukchansi Tribe and/or CEDA could meet these requirements, the  
17 Chukchansi Tribe and/or CEDA requested that OBIG meet with the Senior Lender. As a part  
18 of this meeting, the Chukchansi Tribe and/or CEDA also requested that OBIG obtain the Senior  
19 Lender's approval with regard to OBIG's involvement with the reopening of the Casino and  
20 with the operation of the Casino going forward. To that end, OBIG met with the Senior Lender  
21 to be vetted and to obtain the Senior Lender's unofficial approval with regard to OBIG's  
22 involvement with the reopening and operation of the Casino. Sometime shortly thereafter, the  
23 Senior Lender indicated that it was willing to provide the necessary financing. As such, the  
24 Chukchansi Tribe and/or CEDA requested that OBIG amend its proposal to reflect the fact that  
25 OBIG would not be arranging for outside financing for the reopening of the Casino. OBIG  
26 complied, amending its initial proposal as requested by the Chukchansi Tribe and/or CEDA to  
27 reflect that it would only be providing management services. Under the revised proposal,  
28 OBIG was to receive a formal management agreement for a term of five (5) years and with

1 payment of twenty-five percent (25%) of the Casino's net revenues in accordance with NIGC  
2 regulations (the "Management Agreement").

3 6. Pursuant to the Indian Gaming Regulatory Act of 1988 ("IGRA"), the  
4 Chukchansi Tribe and/or CEDA were required to seek approval of the Management Agreement  
5 from the NIGC. Because the Chukchansi Tribe, CEDA, and OBIG (collectively, the "Parties")  
6 estimated that it would take approximately twelve months to obtain the NIGC's approval of the  
7 Management Agreement, and because of the Chukchansi Tribe's dire financial situation, the  
8 Parties agreed to enter into an interim Consulting Contract for Professional Services Related to  
9 the Re-Opening of the Chukchansi Gold Resort & Casino (the "Consulting Agreement"), until  
10 the Management Agreement was formally approved by the NIGC.

11 7. On or about July 8, 2015, OBIG and CEDA fully executed and entered into the  
12 Consulting Agreement, and CEDA and/or the Tribal Council for the Chukchansi Tribe  
13 approved and authorized the Consulting Agreement by and through its adoption of Resolution  
14 No. 2015-31. On that same date, the Parties also orally agreed, and Defendants promised, that  
15 Defendants would promptly submit the Management Agreement to the NIGC for approval as  
16 soon as the Casino was reopened. Shortly thereafter, on or about July 29, 2015, OBIG, the  
17 Chukchansi Tribe, and CEDA fully executed and entered into the Management Agreement.  
18 The very next day, on or about July 30, 2015, CEDA and/or the Tribal Council for the  
19 Chukchansi Tribe approved and authorized the Management Agreement by and through its  
20 adoption of Resolution No. 2015-46. Thus, as of July 30, 2015, both the Consulting Agreement  
21 and the Management Agreement were fully executed and entered into by the Parties, and the  
22 Parties agreed and understood that the Chukchansi Tribe and/or CEDA was required to submit  
23 the Management Agreement to the NIGC for approval as soon as the Casino reopened.

24 8. OBIG fulfilled all of its obligations under the interim Consulting Agreement and  
25 the proposed Management Agreement. The Chukchansi Tribe and/or CEDA breached the  
26 Parties' agreements, and the spirit of those agreements, by failing to submit the Management  
27 Agreement to the NIGC for approval, thus depriving OBIG of approximately twenty-one  
28 million dollars (\$21,000,000.00) in revenues that it is rightfully owed under the Management

1 Agreement.

2 **PARTIES**

3 9. At all times relevant herein, Plaintiff OBIG is and was a limited liability  
4 corporation incorporated under the laws of the State of Florida with its principal place of  
5 business in Orlando, Florida.

6 10. At all times relevant herein, Defendant Chukchansi Tribe is and was a federally  
7 recognized Indian tribe located in Coarsegold, California, as well as the surrounding towns of  
8 Oakhurst, Madera, and the Fresno-Clovis metropolitan area.

9 11. At all times relevant herein, Defendant CEDA is and was the wholly-owned  
10 unincorporated economic arm of the Chukchansi Tribe that operates the Chukchansi Tribe's  
11 gaming facility, the Chukchansi Gold Resort & Casino ("Casino") with its principal place of  
12 business located at 8080 North Palm Avenue, Suite 207, Fresno, California. CEDA is  
13 composed of the members of the Tribal Council of the Chukchansi Tribe, all of whom, on  
14 information and belief, reside within this district in the State of California.

15 **JURISDICTION**

16 12. This action involves issues related to Defendants' gaming activities as regulated  
17 by IGRA and the NIGC, as well as issues related to Defendants' control over its gaming  
18 enterprises. As such, jurisdiction is appropriate pursuant to 25 U.S.C. § 2701, *et seq.* This  
19 Court also has supplemental jurisdiction over all related claims pursuant to 28 U.S.C. § 1367.

20 13. Pursuant to Article 8.1 of the Management Agreement, the Chukchansi Tribe  
21 specifically agreed to enact a Tribal Council resolution to provide a limited waiver of sovereign  
22 immunity, and more specifically in Article 8.1(a), the Chukchansi Tribe waived its sovereign  
23 immunity to a lawsuit filed by OBIG "for the purposes of enforcing the terms of this  
24 Agreement." Moreover, pursuant to the terms of Section 14 of the Consulting Agreement, and  
25 in keeping with the history and course of business conduct between the parties, CEDA, on its  
26 behalf and on behalf of the Chukchansi Tribe, "expressly, unequivocally and irrevocably"  
27 waived its sovereign immunity from any action filed in the United States Federal Court for the  
28 Eastern District of California with respect to the Consulting Agreement, or any of the

1 transactions contemplated in the Consulting Agreement.

2 VENUE

3 14. Venue is proper in the United States District Court, Eastern District of California  
4 pursuant to 28 U.S.C. § 1391 because: the subject matter of this action arose in the County of  
5 Fresno, California; Defendants reside within this district; and Article 8.1(b) of the Management  
6 Agreement specifies that the Chukchansi Tribe consents to suit in this District for suits brought  
7 by OBIG for the enforcement of the Management Agreement. In addition, as part of the  
8 parties' ongoing business relationship, and as set forth in Section 14 of the Consulting  
9 Agreement, the parties agreed that any action to enforce the terms of the Consulting  
10 Agreement, or any of the transactions contemplated therein (*e.g.*, the submission of the  
11 Management Agreement to the NIGC), would be brought in the United States District Court for  
12 the Eastern District of California.

13 FACTS

14 15. On or about July 8, 2015, OBIG and CEDA entered into the Consulting  
15 Agreement for OBIG to provide CEDA with advice and recommendations for the reopening of  
16 the Casino as well as to provide advice and recommendations to CEDA related to commercial  
17 activities operated at the Casino, or to be developed and constructed by CEDA to improve  
18 operations at the Casino. On or about that same date, CEDA and/or the Tribal Council for the  
19 Chukchansi Tribe approved and authorized the Consulting Agreement by and through its  
20 adoption of Resolution No. 2015-31. True and correct copies of Resolution No. 2015-31 and  
21 the Consulting Agreement are attached hereto as **Exhibit 1**.

22 16. The stated purpose of the Consulting Agreement was: "to provide a legally  
23 enforceable agreement pursuant to which the Consultant [*i.e.*, OBIG] will provide business  
24 consulting advice and services prior to the approval of the Management Agreement between  
25 CEDA and [OBIG] by the Chairman of the NIGC so that the Casino can be reopened as quickly  
26 as possible in exchange for certain fees; and to set forth the rights and obligations of the Parties  
27 if approval of the Management Agreement by the Chairman of the NIGC does not occur." In  
28 order to ensure that they were complying with IGRA, CEDA and/or the Tribal Council for the

1 Chukchansi Tribe also entered into a separate employment agreement with Christian Goode for  
2 Goode to serve as the Chief Operating Officer of the Casino until the Management Agreement  
3 was approved by the NIGC.

4 17. Pursuant to Section 5 of the Consulting Agreement, Terms of Payment, CEDA  
5 was required to pay OBIG \$100,000.00 per month by the last day of the month for the duration  
6 of the Consulting Agreement.

7 18. Section 7, Term, of the Consulting Agreement provided, in pertinent part, as  
8 follows: “This Agreement shall remain in effect for a period beginning on the date first stated  
9 above and terminating on the earlier of either: (a) the anniversary date twenty four months  
10 thereafter; or (b) the facility becomes managed pursuant to a Management Agreement approved  
11 by the National Indian Gaming Commission....”

12 19. Sections 14 and 15, Waiver of Sovereign Immunity and Choice of Law and  
13 Venue, respectively, provided that: Defendants “expressly, unequivocally and irrevocably”  
14 waive their sovereign immunity and any defenses based thereon from any legal proceeding with  
15 respect to the Consulting Agreement, or any of the transactions contemplated in the Consulting  
16 Agreement; OBIG shall have recourse to money damages; and that all disputes arising out of or  
17 relating to the Consulting Agreement, or the breach thereof, shall be brought in the United  
18 States District Court for the Eastern District of California and construed in accordance with the  
19 laws of California.

20 20. On or about July 8, 2015, the same date that the Parties entered into the  
21 Consulting Agreement, the Parties also orally agreed, and Defendants promised, that  
22 Defendants would promptly submit the Management Agreement to the NIGC for approval as  
23 soon as the Casino was reopened. As part of this oral agreement, the Parties acknowledged that  
24 OBIG was required to act to its own financial detriment by providing consulting services at a  
25 lower compensation rate and agreeing to allow Defendants to delay submitting the  
26 Management Agreement to the NIGC until the Casino reopened. The Parties expressly agreed  
27 and understood that Defendants would submit the Management Agreement to the NIGC as  
28 soon as the Casino reopened; OBIG would not have entered into the Consulting Agreement

1 without this express agreement and understanding.

2 21. On or about July 29, 2015, OBIG, the Chukchansi Tribe, and CEDA entered into  
3 the Management Agreement. The very next day, on or about July 30, 2015, CEDA and/or the  
4 Tribal Council for the Chukchansi Tribe approved and authorized the Management Agreement  
5 by and through its adoption of Resolution No. 2015-46. True and correct copies of Resolution  
6 No. 2015-46 and the Management Agreement are attached hereto as **Exhibit 2**.

7 22. The Parties agreed to the terms of the Management Agreement and signed it on  
8 July 29, 2015, and CEDA and/or the Tribal Council for the Chukchansi Tribe approved and  
9 authorized the Management Agreement by and through a formal tribal resolution on July 30,  
10 2015. The Management Agreement required approval by the NIGC in order to comply with  
11 IGRA. Accordingly, the Management Agreement's Effective Date was to occur five (5) days  
12 following the date on which all of the following conditions were satisfied:

- 13 (1) the Chairman of the NIGC grants written approval of the  
14 Management Agreement, and any documents collateral to the  
15 Management Agreement identified by the NIGC as requiring such  
16 approval;
- 17 (2) the Chukchansi Tribe and NIGC conclude background  
18 investigations of OBIG and other appropriate persons; and
- 19 (3) OBIG received all applicable licenses and permits for the Casino.

20 23. Pursuant to Articles 2.2 and 4.1, respectively, the Management Agreement had a  
21 term of five (5) years and required payment to OBIG in the amount of twenty-five percent  
22 (25%) of the Casino's net gaming revenues.

23 24. Article 8.1, Sovereign Immunity, provided that the Chukchansi Tribe waived  
24 sovereign immunity to a lawsuit filed by OBIG "for the purposes of enforcing the terms of this  
25 Agreement [i.e., the Management Agreement]" and further provided that the Chukchansi Tribe  
26 consented to suit in the United States District Court for the Eastern District of California.  
27 Article 8.1 also promised that the Chukchansi Tribe would enact a Tribal Council resolution  
28 with regard to the sovereign immunity waiver and consent to jurisdiction in the United States

1 District Court for the Eastern District of California, amongst other things.

2 25. At some point after the Parties entered into the Management Agreement,  
3 Defendants negotiated and executed financing documents in order to obtain the financing  
4 necessary to reopen the Casino. The financing documents contemplated and permitted  
5 Defendants to enter into a management agreement with a qualified contractor, and specifically  
6 cited OBIG as a prequalified contractor for such an agreement, but also contained parameters  
7 for which a qualified management contractor could be compensated. Despite the fact that the  
8 Parties had already signed the Management Agreement and Defendants had already approved  
9 and authorized the Management Agreement by formal resolution, the financing documents  
10 proposed by the Senior Lender in December 2015 did not permit OBIG to be compensated at  
11 the level provided for in the fully executed and approved Management Agreement. For the  
12 benefit of the Chukchansi Tribe, OBIG agreed that the parties could modify the terms of the  
13 Management Agreement to coincide with the compensation level set forth in the financing  
14 documents, so long as the parties also agreed to extend the term of the agreement for a longer  
15 period of time and so long as Defendants immediately submitted the amended management  
16 agreement to the NIGC.

17 26. From July 2015 through December 2015, OBIG provided valuable services to  
18 Defendants by: assisting with obtaining local, state, and federal approvals; assisting with the  
19 identification and retention of important Casino staff; developing a reopening timeline for the  
20 Casino; developing a reopening budget to efficiently and effectively reopen the Casino when all  
21 of the requisite approvals were secured; assisting with maintaining the Casino in good  
22 condition in order to open it as expeditiously as possible; assisting with the review and  
23 finalization of a thirty-five million dollar (\$35,000,000.00) term loan to finance the Casino;  
24 assisting with managing the consent solicitation necessary to allow for the new financing;  
25 working with the Trustee and Senior Lender to provide interim funding of two million, six-  
26 hundred thousand dollars (\$2,600,000.00) while approvals were being secured; assisting with  
27 the identification and negotiation of contracts with vendors required to repair and/or replace  
28 systems, furniture, fixtures, other equipment, and other elements of the Casino property;

1 assisting with the identification, negotiation and development of contracts with professionals  
2 required to inspect and approve of life safety systems; consulting with the Chukchansi Tribe to  
3 ensure the proper food and beverage retail venues inside the Casino opened in a timely manner;  
4 assisting with the reopening of the hotel and spa connected with the Casino to enhance the  
5 Casino's revenue; and assisting with the development of a long term pro forma and operating  
6 budget for the Casino for 2016. Importantly, OBIG was not compensated for providing any of  
7 these valuable services until after the Chukchansi Tribe and/or CEDA had reached a settlement  
8 agreement with the NIGC and obtained the requisite court-approval to lift the prior closure  
9 order so that the Chukchansi Tribe and/or CEDA could reopen the Casino. Had the NIGC and  
10 the court not given approval for the Casino to reopen, and/or had the Casino not reopened,  
11 OBIG never would have been paid for any of the consulting services that it provided to  
12 Defendants. OBIG agreed to take on this financial risk to assist Defendants in reopening the  
13 Casino because of the Parties' express agreement and understanding that the Chukchansi Tribe  
14 and/or CEDA would submit the Management Agreement to the NIGC for approval as soon as  
15 the Casino reopened.

16 27. On December 31, 2015, a mere ten days after OBIG helped Defendants to secure  
17 the necessary approval from the NIGC to reopen and operate the Casino, the Casino officially  
18 reopened. As part of the reopening and to promote the Casino, OBIG also launched an  
19 effective media campaign, assisted with hiring over eight-hundred employees in less than seven  
20 days, and ensured the Casino was compliant with the Chukchansi Tribe's Tribal Gaming  
21 Commission and the NIGC regulations to secure the required Gaming Facility License.  
22 Without OBIG's critical consulting services and OBIG's willingness to assume the financial  
23 risk of not being paid for its services unless and until the Casino reopened, the Casino would  
24 not have reopened.

25 28. The Casino's financial performance since its reopening has been remarkably  
26 positive. In its first quarter of operations, the Casino generated over \$13 million in earnings  
27 before interest, taxes, depreciation, and amortization after accounting for non-operating, one-  
28 time expenses. On an annualized basis, Defendants are projected to receive the maximum

1 permitted Tribal Distribution of \$10.5 million, \$3 million in administrative funding for CEDA,  
2 tax collections of more than \$2 million, and at least \$8 million of capital reinvestment into  
3 the facility to ensure that the facility remains competitive in the marketplace. In addition, and  
4 perhaps most importantly, the Casino's success to date means that a steady stream of good  
5 paying jobs are available to Defendants' members. OBIG fulfilled its commitment to help  
6 CEDA and/or the Chukchansi Tribe to ensure the Casino was comparable, if not superior, to  
7 regional competitors, and that Defendants' members were given priority with respect to  
8 employment opportunities. In the first quarter alone, the Casino employed approximately 127  
9 Tribal members, which is 59 more Tribal members than were employed when the facility  
10 closed in October 2014, constituting an increase of almost 100% in Tribal employment.

11 29. In or around the beginning of April 2016, OBIG met with Defendants to discuss  
12 amending the Management Agreement and submitting a revised version of the agreement to  
13 NIGC for approval because the financing documents that Defendants entered into to assist with  
14 the reopening of the Casino did not permit the compensation that was previously agreed to and  
15 promised to OBIG pursuant to the Management Agreement. Under the parameters of the  
16 financing documents, OBIG's compensation was required to be lower than originally agreed to  
17 by the parties in the Management Agreement. Despite having already acted to its own financial  
18 detriment by providing services at a lower cost to Defendants under the terms of the Consulting  
19 Agreement in order to facilitate the reopening of the Casino, OBIG and Defendants agreed to  
20 amend the Management Agreement to reflect the lower compensation rate called for by the  
21 financing documents and to extend the term of the Management Agreement from five (5) years  
22 to seven (7) years. OBIG agreed to these concessions for the benefit of the Chukchansi Tribe  
23 and based on Defendants' express promise that they would immediately submit the  
24 Management Agreement or an amended version of the Management Agreement to the NIGC.

25 30. At all times pertinent to the Consulting Agreement and the Management  
26 Agreement, Defendants were required to submit the Management Agreement or an amended  
27 version of the Management Agreement to the NIGC for approval. At the outset of the Parties'  
28 negotiations, the Parties agreed that the Consulting Agreement was merely meant to be an

1 interim agreement designed as a placeholder until the NIGC granted formal approval of the  
2 Management Agreement, and the Parties orally agreed, and Defendants promised, that  
3 Defendants would promptly submit the Management Agreement to the NIGC for approval as  
4 soon as the Casino was reopened. As part of this oral agreement, the Parties acknowledged that  
5 OBIG was required to act to its own financial detriment by providing services at a lower  
6 compensation rate and agreeing to allow Defendants to delay submitting the Management  
7 Agreement to the NIGC until the Casino reopened. Indeed, under the terms of the Consulting  
8 Agreement, OBIG was required to expend much greater time and effort in order to assist  
9 CEDA and/or the Chukchansi Tribe in getting the Casino ready for the reopening and fully  
10 operational, for much less compensation than it was to receive under the terms of the  
11 Management Agreement. To date, and to the financial detriment of OBIG, Defendants have  
12 wholly failed to submit the Management Agreement and/or the proposed amended management  
13 agreement to the NIGC for approval. This is particularly glaring in light of the fact that OBIG  
14 agreed to modify the terms of the Management Agreement to accommodate the restrictions in  
15 the financing documents that directly contradicted the terms already agreed to and entered into  
16 in the Management Agreement, based on Defendants' express promise and representation that  
17 they would immediately submit the amended management agreement to the NIGC for approval.

18 31. Despite Defendants' complete failure to submit the Management Agreement  
19 and/or the proposed amended management agreement to the NIGC for formal approval as  
20 required by the Parties' agreements, OBIG continued to assist Defendants with operations at  
21 the Casino under the terms of the Consulting Agreement from July 8, 2015 until August 10,  
22 2016 to its own financial detriment.

23 **FIRST CLAIM FOR RELIEF**

24 **Breach of Contract**

25 **(Against All Defendants)**

26 32. Plaintiff incorporates by reference each and every allegation contained in the  
27 foregoing paragraphs.

28 33. On or about July 8, 2015, OBIG and CEDA entered into the Consulting

1 Agreement for OBIG to provide CEDA with advice and recommendations for the reopening of  
2 the Casino and related to commercial activities operated at the Casino, or to be developed and  
3 constructed by CEDA to improve operations at the Casino. On or about that same date, CEDA  
4 and/or the Tribal Council for the Chukchansi Tribe approved and authorized the Consulting  
5 Agreement by and through its adoption of Resolution No. 2015-31. Pursuant to Section 1, the  
6 stated purpose of the Consulting Agreement was “to provide a legally enforceable agreement  
7 pursuant to which the Consultant [*i.e.*, OBIG] will provide business consulting advice and  
8 services prior to the approval of the Management Agreement between CEDA and [OBIG] by  
9 the Chairman of the NIGC so that the Casino can be reopened as quickly as possible in  
10 exchange for certain fees” and “to be a legally enforceable agreement, independent of the  
11 Management Agreement.” Pursuant to Section 5, CEDA was required to pay OBIG  
12 \$100,000.00 per month by the last day of the month for the duration of the Consulting  
13 Agreement.

14 34. On or about July 29, 2015, OBIG, the Chukchansi Tribe, and CEDA entered into  
15 the Management Agreement. The very next day, on or about July 30, 2015, CEDA and/or the  
16 Tribal Council for the Chukchansi Tribe approved and authorized the Management Contract by  
17 and through its adoption of Resolution No. 2015-46. Pursuant to Article 7.6, Further Actions,  
18 the Chukchansi Tribe and/or CEDA agreed “to execute all contracts, agreements and  
19 documents and to take all other actions necessary or appropriate to comply with the provisions  
20 of this Agreement and the intent thereof.” Pursuant to Articles 2.2 and 4.1, respectively, the  
21 Management Agreement had a term of five (5) years and required payment to OBIG in the  
22 amount of twenty-five percent (25%) of the Casino’s net gaming revenues.

23 35. The Casino reopened on December 31, 2015. At all times relevant to this  
24 Complaint and once it was signed and adopted by CEDA and/or the Tribal Council for the  
25 Chukchansi Tribe, the Management Agreement was valid, enforceable, and in effect.

26 36. OBIG duly performed all material conditions, terms, promises, and obligations  
27 required on its part under the Consulting Agreement and the Management Agreement.

28 37. At all times relevant to this Complaint, the Parties agreed and understood that the

1 Consulting Agreement was an interim agreement until the NIGC granted formal approval of the  
2 Management Agreement, and that Defendants were to submit the Management Agreement to  
3 the NIGC for approval once it was signed and authorized by the Parties and the Casino  
4 reopened. The Parties understood that in order to comply with IGRA, OBIG would be  
5 compensated less for more work under the terms of the Consulting Agreement, but that OBIG  
6 would receive a well-earned increase in compensation once the Management Agreement was  
7 formally approved.

8 38. Defendants breached the Management Agreement by, among other things: failing  
9 to submit the Management Agreement to the NIGC for formal approval, and failing to fairly  
10 and adequately compensate OBIG for the valuable services that it provided to Defendants in  
11 assisting with the reopening of the Casino and with the ongoing operations of the Casino.

12 39. As a direct and proximate result of Defendants' breach of the Management  
13 Agreement, OBIG has been damaged in an amount to be proven at trial, and which is expected  
14 to exceed the jurisdictional minimum for this Court. Indeed, OBIG is informed and believes,  
15 and thereon alleges, that it has lost approximately \$21,000,000.00 that it otherwise would have  
16 been paid under the terms of the Management Agreement had Defendants properly submitted  
17 the Management Agreement to the NIGC for approval.

18 **SECOND CLAIM FOR RELIEF**

19 **Breach of the Covenant of Good Faith and Fair Dealing**

20 **(Against All Defendants)**

21 40. Plaintiff incorporates by reference each and every allegation contained in the  
22 foregoing paragraphs.

23 41. At all times mentioned herein, Defendants have blatantly ignored their  
24 obligations under the Management Agreement to submit the Management Agreement to the  
25 NIGC for formal approval.

26 42. At all times relevant to this Complaint, an implied covenant of good faith and fair  
27 dealing existed in the Management Agreement, such that Defendants promised they would deal  
28 with OBIG fairly and honestly and would not do anything to deprive OBIG of the benefits of

1 the Management Agreement. The covenant of good faith and fair dealing imposed not only a  
2 duty to refrain from doing any act that would render performance under the Management  
3 Agreement impossible, but also the duty to do everything that the Management Agreement  
4 presupposed that the parties would do in order to accomplish the purpose of the Management  
5 Agreement. Defendants failed to exercise good faith and fair dealing with OBIG as more  
6 particularly set forth below.

7 43. OBIG entered into the Consulting Agreement with the understanding that as soon  
8 as the Casino reopened, Defendants would immediately submit the Management Agreement to  
9 the NIGC for formal approval. OBIG also entered into the Consulting Agreement with the  
10 understanding that it was only meant to be an interim contract to permit Defendants to enlist  
11 OBIG for its services to assist Defendants in reopening the Casino and making it fully  
12 operational again, while the Parties waited for the Management Agreement to be approved by  
13 the NIGC. The Parties understood that in order to comply with IGRA, OBIG would be  
14 compensated less for more work under the terms of the Consulting Agreement, but that OBIG  
15 would receive a well-earned increase in compensation once the Management Agreement was  
16 formally approved.

17 44. Although the Parties approved and signed the Management Agreement on July  
18 29, 2015, and CEDA and/or the Tribal Council for the Chukchansi Tribe approved and  
19 authorized the Management Contract by and through its adoption of Resolution No. 2015-46 on  
20 July 30, 2015, Defendants inexplicably failed to honor their contractual obligations to submit  
21 the Management Agreement to the NIGC for formal approval. Despite OBIG's repeated  
22 inquiries about the status of the Management Agreement and its demands that Defendants  
23 submit the Management Agreement to the NIGC, Defendants failed to do so. Defendants'  
24 conduct was and is unfair and dishonest, and their failure to submit the Management  
25 Agreement to the NIGC for formal approval and their execution of financing documents that  
26 directly conflicted with the terms of the Management Agreement is a breach of the implied  
27 covenant of good faith and fair dealing.

28 45. At all times relevant to this Complaint, Defendants acted in a deliberate,

1 fraudulent, malicious, oppressive, and intentional manner to damage OBIG. Throughout the  
2 Parties' contractual relationship, Defendants fraudulently induced OBIG to perform a great deal  
3 of work for the promise of a longer term and more lucrative contract, all while Defendants did  
4 not intend to submit the Management Agreement to the NIGC for approval in order to avoid  
5 paying OBIG higher rates for the valuable services it provided to Defendants. Defendants'  
6 intentional, false, and fraudulent conduct entitles OBIG to punitive damages against Defendants  
7 in an amount within the jurisdiction of this Court.

8 **THIRD CLAIM FOR RELIEF**

9 **Breach of Oral Contract**

10 **(Against All Defendants)**

11 46. Plaintiff incorporates by reference each and every allegation contained in the  
12 foregoing paragraphs.

13 47. On or about July 8, 2015, OBIG and CEDA entered into the Consulting  
14 Agreement for OBIG to provide CEDA with advice and recommendations for the reopening of  
15 the Casino and related to commercial activities operated at the Casino, or to be developed and  
16 constructed by CEDA to improve operations at the Casino. On or about that same date, the  
17 parties also orally agreed, and Defendants promised, that Defendants would promptly submit  
18 the Management Agreement to the NIGC for approval as soon as the Casino was reopened. As  
19 part of this oral agreement, the Parties acknowledged that OBIG was required to act to its own  
20 financial detriment by providing services at a lower compensation rate and agreeing to allow  
21 Defendants to delay submitting the Management Agreement to the NIGC until the Casino  
22 reopened. Indeed, pursuant to Section 1 of the Consulting Agreement, the stated purpose of the  
23 Consulting Agreement was "to provide a legally enforceable agreement pursuant to which the  
24 Consultant [*i.e.*, OBIG] will provide business consulting advice and services prior to the  
25 approval of the Management Agreement between CEDA and [OBIG] by the Chairman of the  
26 NIGC so that the Casino can be reopened as quickly as possible in exchange for certain fees."  
27 At all times relevant to this Complaint, the Parties' oral agreement that Defendants would  
28 promptly submit the Management Agreement to the NIGC as soon as the Casino was reopened

1 was valid, enforceable, and in effect.

2 48. At all times relevant to this Complaint, OBIG duly performed all material  
3 conditions, terms, promises, and obligations required on its part pursuant to the Parties' oral  
4 agreement.

5 49. Defendants breached the Parties' oral agreement by, among other things: failing  
6 to submit the Management Agreement to the NIGC for formal approval as soon as the Casino  
7 reopened and failing to fairly and adequately compensate OBIG for the valuable services that it  
8 provided to Defendants in assisting with the reopening of the Casino and with the ongoing  
9 operations of the Casino.

10 50. As a direct and proximate result of Defendants' breach of the Parties' oral  
11 agreement, OBIG has been damaged in an amount to be proven at trial, and which is expected  
12 to exceed the jurisdictional minimum for this Court. Indeed, OBIG is informed and believes,  
13 and thereon alleges, that it has lost approximately \$21,000,000.00 that it otherwise would have  
14 been paid under the terms of the Management Agreement had Defendants properly submitted  
15 the Management Agreement to the NIGC for approval.

16 **FOURTH CLAIM FOR RELIEF**

17 **Breach of Implied Contract**

18 **(Against All Defendants)**

19 51. Plaintiff incorporates by reference each and every allegation contained in the  
20 foregoing paragraphs.

21 52. On or about July 8, 2015, OBIG and CEDA entered into the Consulting  
22 Agreement for OBIG to provide CEDA with advice and recommendations for the reopening of  
23 the Casino and related to commercial activities operated at the Casino, or to be developed and  
24 constructed by CEDA to improve operations at the Casino. On or about that same date, the  
25 Parties also orally agreed, and Defendants promised, that Defendants would promptly submit  
26 the Management Agreement to the NIGC for approval as soon as the Casino was reopened. As  
27 part of this oral agreement, the Parties acknowledged that OBIG was required to act to its own  
28 financial detriment by providing services at a lower compensation rate and agreeing to allow

1 Defendants to delay submitting the Management Agreement to the NIGC until the Casino  
2 reopened. Indeed, pursuant to Section 1 of the Consulting Agreement, the stated purpose of the  
3 Consulting Agreement was “to provide a legally enforceable agreement pursuant to which the  
4 Consultant [*i.e.*, OBIG] will provide business consulting advice and services prior to the  
5 approval of the Management Agreement between CEDA and [OBIG] by the Chairman of the  
6 NIGC so that the Casino can be reopened as quickly as possible in exchange for certain fees.”  
7 At all times relevant to this Complaint, OBIG understood that Defendants would promptly  
8 submit the Management Agreement to the NIGC as soon as the Casino was reopened and  
9 further understood that Defendants would enter into and execute financing documents that  
10 comported with the terms of the Management Agreement. Accordingly, OBIG tirelessly  
11 provided valuable services to Defendants to assist them in reopening the Casino, and  
12 successfully reopened the Casino with Defendants on December 31, 2015.

13 53. The conduct between OBIG and Defendants and all of the surrounding  
14 circumstances and the Parties’ actions created an implied contract.

15 54. Defendants intended to enter into the implied contract with OBIG for OBIG to  
16 provide valuable services to assist with the reopening of the Casino at a lower compensation  
17 rate under the Consulting Agreement in exchange for OBIG waiting to receive higher and more  
18 commensurate compensation under the terms of the Management Agreement once the Casino  
19 reopened, as Defendants were required to immediately submit the Management Agreement or  
20 the proposed amended management agreement to the NIGC for formal approval once the  
21 Casino was reopened. As part of this agreement, Defendants knew, or had reason to know, that  
22 OBIG would infer from Defendants’ conduct that they intended to enter into a contract with  
23 OBIG.

24 55. At all times relevant to this Complaint, OBIG duly performed all material  
25 conditions, terms, promises, and obligations required on its part pursuant to the Parties’ implied  
26 contract.

27 56. Defendants breached the Parties’ implied contract by, among other things: failing  
28 to submit the Management Agreement or the proposed amended management agreement to the

1 NIGC for formal approval as soon as the Casino reopened and failing to fairly and adequately  
2 compensate OBIG for the valuable services that it provided to Defendants in assisting with the  
3 reopening of the Casino and with the ongoing operations of the Casino.

4 57. As a direct and proximate result of Defendants' breach of the Parties' implied  
5 contract, OBIG has been damaged in an amount to be proven at trial, and which is expected to  
6 exceed the jurisdictional minimum for this Court. Indeed, OBIG is informed and believes, and  
7 thereon alleges, that it has lost approximately \$21,000,000.00 that it otherwise would have been  
8 paid under the terms of the Management Agreement and/or the proposed amended management  
9 Agreement had Defendants properly submitted the Management Agreement and/or the  
10 proposed amended management agreement to the NIGC for approval.

11 **FIFTH CLAIM FOR RELIEF**

12 **Fraud**

13 **(Against All Defendants)**

14 58. Plaintiff incorporates by reference each and every allegation contained in the  
15 foregoing paragraphs.

16 59. In or around July 2015, Defendants misrepresented to OBIG the material fact that  
17 if the Parties entered into the Consulting Agreement and if OBIG assisted Defendants in  
18 reopening the Casino and continued to assist with its ongoing operations, Defendants would  
19 immediately submit the Management Agreement and/or the proposed amended management  
20 agreement to the NIGC for formal approval once it was approved, signed, and authorized by the  
21 Parties and the Casino was reopened.

22 60. OBIG is informed and believes, and thereon alleges that Defendants knew these  
23 representations were false. OBIG is further informed and believes, and thereon alleges that  
24 Defendants intended to induce OBIG's reliance on these representations. In fact, OBIG did  
25 justifiably rely on these representations and, as a result, expended great time and effort to assist  
26 Defendants with reopening the Casino and continuing to operate the Casino, with the  
27 understanding that in order to comply with IGRA, OBIG would be compensated less for more  
28 work under the terms of the Consulting Agreement, but that OBIG would receive a well-earned

1 increase in compensation once the Management Agreement and/or the proposed amended  
2 management agreement was formally approved by the NIGC. As a result of OBIG's reliance  
3 on Defendants' false representations, OBIG has been damaged in that it has been paid far less  
4 under the terms of the Consulting Agreement than it would be paid if the Management  
5 Agreement and/or the proposed amended management agreement were in effect.

6 61. At some point after Defendants entered into the Management Agreement,  
7 Defendants negotiated and executed financing documents that contradicted the compensation  
8 terms set forth in the Management Agreement. The financing documents contemplated and  
9 permitted Defendants to enter into a management agreement with a qualified contractor, and  
10 specifically cited OBIG as a prequalified contractor for such an agreement, but also contained  
11 parameters for which a qualified management contractor could be compensated. Despite the  
12 fact that the Parties had already signed the Management Agreement and Defendants had  
13 already approved and authorized the Management Agreement by formal resolution, the  
14 financing documents offered by the Senior Lender and entered into by Defendants did not  
15 permit OBIG to be compensated at the level provided for in the fully executed and approved  
16 Management Agreement. For the benefit of the Chukchansi Tribe, OBIG agreed that the  
17 Parties could modify the terms of the Management Agreement to coincide with the  
18 compensation level set forth in the financing documents, so long as the Parties also agreed to  
19 extend the term of the agreement for a longer period of time and so long as Defendants  
20 immediately submitted the revised management agreement to the NIGC.

21 62. At some point after the Casino was reopened, but before mid-April 2016, OBIG  
22 discovered that Defendants had not submitted the Management Agreement to the NIGC for  
23 formal approval, and did not intend to do so. In or around the beginning of April, OBIG met  
24 with Defendants to discuss the Parties' agreement to amend the Management Agreement and  
25 submit a revised version of the agreement to the NIGC for approval that met the parameters for  
26 a management agreement set forth in the financing documents. Under the parameters of the  
27 financing documents, OBIG's compensation was required to be lower than originally agreed to  
28 by the Parties in the Management Agreement. Despite having already acted to its own financial

1 detriment by providing services at a lower cost to Defendants under the terms of the Consulting  
2 Agreement in order to facilitate the reopening of the Casino, OBIG and Defendants again  
3 agreed to amend the Management Agreement to reflect the lower compensation called for by  
4 the financing documents and to extend the term of the Management Agreement from five (5)  
5 years to seven (7) years. The Parties' agreement also required Defendants to immediately  
6 submit the revised management agreement to the NIGC for approval.

7 63. In or around May 2016, OBIG discovered that Defendants did not intend to  
8 formally enter into and submit the terms of the proposed amended management agreement to  
9 the NIGC for formal approval.

10 64. As a direct and proximate result of Defendants' fraudulent misrepresentations,  
11 OBIG has been damaged in an amount to be proven at trial, and which is expected to exceed  
12 the jurisdictional minimum for this Court. Indeed, OBIG is informed and believes, and thereon  
13 alleges, that it has lost approximately \$21,000,000.00 that it otherwise would have been paid  
14 under the terms of the Management Agreement or the proposed amended management  
15 agreement, had Defendants entered into financing documents that accurately reflected the  
16 compensation terms of the Management Agreement, and properly submitted the Management  
17 Agreement and/or the proposed amended management agreement to the NIGC for approval. In  
18 addition, OBIG is informed and believes, and thereon alleges, that Defendants made the above-  
19 mentioned misrepresentations willfully, fraudulently, and with malice and/or oppression. Thus,  
20 OBIG seeks punitive and exemplary damages in an amount sufficient to deter Defendants from  
21 engaging in such conduct in the future.

22 **SIXTH CLAIM FOR RELIEF**

23 **Violation of California Business & Professions Code Section 17200, *et seq.***

24 **(Against All Defendants)**

25 65. Plaintiff incorporates by reference each and every allegation contained in the  
26 foregoing paragraphs.

27 66. On or around July 8, 2015, the Parties entered into the Consulting Agreement  
28 with the understanding that as soon as the Casino reopened, Defendants would immediately

1 submit the Management Agreement to the NIGC for formal approval, and that the Consulting  
2 Agreement was only meant to be an interim contract to permit Defendants to enlist OBIG for its  
3 services to assist Defendants in reopening the Casino and making it fully operational again,  
4 while the Parties waited for the Management Agreement to be approved by the NIGC. The  
5 Parties also agreed and understood that in order to comply with IGRA, OBIG would be  
6 compensated less for more work under the terms of the Consulting Agreement, but that OBIG  
7 would receive a well-earned increase in compensation once the Management Agreement was  
8 formally approved.

9 67. On or around July 29 and 30, 2015, the Parties signed, authorized, and approved  
10 the Management Agreement, and CEDA and/or the Tribal Council for the Chukchansi Tribe  
11 adopted a resolution to approve and authorize the Management Agreement. Pursuant to the  
12 Parties' negotiations, and the terms and spirit of the Consulting Agreement and the  
13 Management Agreement, Defendants were required to submit the Management Agreement to  
14 the NIGC for formal approval as soon as the Casino reopened. However, Defendants failed to  
15 do so. Defendants also executed financing documents that directly contradicted the  
16 compensation terms set forth in the Management Agreement, and although Defendants further  
17 promised OBIG that they would enter into an amended management agreement to coincide  
18 with the terms set forth in the financing documents and immediately submit the amended  
19 management agreement to the NIGC, Defendants failed and refused to do so.

20 68. Defendants' failure to submit the Management Agreement to the NIGC, as well  
21 as Defendants' failure to execute the agreed to amended management agreement and  
22 immediately submit it to the NIGC, are unfair and fraudulent business practices within the  
23 meaning of California Business and Professions Code Section 17200, *et seq.* Defendants'  
24 failure to submit the Management Agreement to the NIGC and further failure to execute the  
25 agreed to amended management agreement and immediately submit it to the NIGC were  
26 designed to prevent Defendants from having to pay OBIG the well-deserved increase in  
27 compensation that is called for under the terms of the Management Agreement.

28 As a direct and proximate result of Defendants' unfair and fraudulent misconduct, OBIG has

1 been damaged in an amount to be proven at trial, and which is expected to exceed the  
2 jurisdictional minimum for this Court. Indeed, OBIG is informed and believes, and thereon  
3 alleges, that it has lost approximately \$21,000,000.00 that it otherwise would have been paid  
4 under the terms of the Management Agreement had Defendants properly submitted the  
5 Management Agreement to the NIGC for approval, and that Defendants have retained these  
6 sums for their own financial benefit. Accordingly, OBIG seeks restitution and disgorgement of  
7 profits related to the sums that are properly owed to OBIG under the terms of the Management  
8 Agreement.

9 **SEVENTH CLAIM FOR RELIEF**

10 **Intentional Interference with Prospective Economic Advantage**

11 **(Against All Defendants)**

12 69. Plaintiff incorporates by reference each and every allegation contained in the  
13 foregoing paragraphs.

14 70. Defendants are and have been aware of both the existing and prospective business  
15 relationship that OBIG has with Defendants under the terms of the Management Agreement.  
16 Defendants know and have known that OBIG was required to expend a great deal of time and  
17 effort in order to get the Casino ready for the reopening and fully operational, for much less  
18 compensation, under the terms of the Consulting Agreement than it was to receive under the  
19 Management Agreement. Defendants are also aware and have been aware that the  
20 Management Agreement must be submitted to the NIGC for formal approval in order to comply  
21 with IGRA, and that Defendants were required to submit the Management Agreement to the  
22 NIGC to obtain formal approval. Defendants are further aware that they agreed to and executed  
23 financing documents that directly contradicted the compensation terms set forth in the  
24 Management Agreement, and as a result, that they further promised OBIG that they would enter  
25 into an amended management agreement to coincide with the terms set forth in the financing  
26 documents and immediately submit the amended management agreement to the NIGC.

27 71. Pursuant to the Parties' negotiations, the terms of the Consulting Agreement, the  
28 Management Agreement, and the Parties' oral agreements, and the spirit of those agreements,

1 Defendants knew and have known that they were required to immediately submit the  
2 Management Agreement or the proposed amended management agreement to the NIGC for  
3 approval as soon as the Parties had signed, authorized and/or otherwise approved of the  
4 Management Agreement and the Casino reopened. Defendants also knew and have known that  
5 as of July 30, 2015, the Parties had fully signed, authorized, and approved of the Management  
6 Agreement. Defendants further knew and have known that OBIG would receive a well-earned  
7 increase in compensation for its services under the terms of the Management Agreement or the  
8 proposed amended management agreement, and that in order for OBIG to receive that increase  
9 in compensation, Defendants needed to submit the Management Agreement or the proposed  
10 amended management agreement to the NIGC for formal approval.

11 72. To date, Defendants have failed to submit the Management Agreement or the  
12 proposed amended management agreement to the NIGC in order to obtain formal approval of  
13 the Management Agreement or the proposed amended management agreement. In addition,  
14 Defendants have not executed and have refused to formally enter into the proposed amended  
15 management agreement to coincide with the terms set forth in the financing documents, and  
16 have further failed and refused to submit the terms of the proposed amended management  
17 agreement to the NIGC. As result of these failures, OBIG has lost approximately  
18 \$21,000,000.00 that it otherwise would have been paid under the terms of the Management  
19 Agreement had Defendants properly submitted the Management Agreement to the NIGC for  
20 approval.

21 73. On information and belief, Defendants knowingly and intentionally acted to  
22 prevent OBIG from receiving the prospective economic advantage of the Management  
23 Agreement.

24 74. As a direct and proximate result of Defendants' interference, OBIG has been  
25 damaged in an amount to be proven at trial, and which is expected to exceed the jurisdictional  
26 minimum for this Court. Indeed, OBIG is informed and believes, and thereon alleges, that it  
27 has lost approximately \$21,000,000.00 that it otherwise would have been paid under the terms  
28 of the Management Agreement had Defendants properly submitted the Management Agreement

1 to the NIGC for approval.

2 **EIGHTH CLAIM FOR RELIEF**

3 **Negligent Interference with Prospective Economic Advantage**

4 **(Against All Defendants)**

5 75. Plaintiff incorporates by reference each and every allegation contained in the  
6 foregoing paragraphs.

7 76. Defendants are and have been aware of both the existing and prospective business  
8 relationship that OBIG has with Defendants under the terms of the Management Agreement.  
9 Defendants know and have known that OBIG was required to expend a great deal of time and  
10 effort in order to get the Casino ready for the reopening and fully operational, for much less  
11 compensation, under the terms of the Consulting Agreement than it was to receive under the  
12 Management Agreement. Defendants are also aware and have been aware that the  
13 Management Agreement must be submitted to the NIGC for formal approval in order to comply  
14 with IGRA, and that Defendants were required to submit the Management Agreement to the  
15 NIGC to obtain formal approval.

16 77. Pursuant to the Parties' negotiations, the terms of the Consulting Agreement, the  
17 Management Agreement, and the Parties' oral agreements, and the spirit of those agreements,  
18 Defendants knew and have known that they were required to immediately submit the  
19 Management Agreement to the NIGC for approval as soon as the Parties had signed, authorized  
20 and/or otherwise approved of the Management Agreement and the Casino reopened.  
21 Defendants also knew and have known that as of July 30, 2015, the Parties had fully signed,  
22 authorized, and approved of the Management Agreement. Defendants further knew and have  
23 known that OBIG would receive a well-earned increase in compensation for its services under  
24 the terms of the Management Agreement or the proposed amended management agreement,  
25 and that in order for OBIG to receive that increase in compensation, Defendants needed to  
26 submit the Management Agreement or the proposed amended management agreement to the  
27 NIGC for formal approval.

28 78. As OBIG's business partner with respect to the Consulting Agreement and the

1 Management Agreement, Defendants owed OBIG a duty of care in performing their contractual  
2 obligations and submitting the Management Agreement or the proposed amended management  
3 agreement to the NIGC for approval. Defendants knew that without submitting the  
4 Management Agreement or the proposed amended management agreement to the NIGC, the  
5 Management Agreement or the proposed amended management agreement would not comply  
6 with IGRA and Defendants could argue that neither formally went into effect, to OBIG's  
7 financial detriment. Defendants also knew that by executing financing documents that directly  
8 contradicted the compensation terms set forth in the Management Agreement, the Management  
9 Agreement would not be approved by the NIGC, and therefore, Defendants could argue that it  
10 did not go into effect, to OBIG's financial detriment.

11 79. To date, Defendants have failed to submit the Management Agreement or the  
12 proposed amended management agreement to the NIGC in order to obtain formal approval of  
13 the Management Agreement or the proposed amended management agreement and to make the  
14 agreement effective and compliant with IGRA. Defendants have also failed and continue to fail  
15 to amend the Management Agreement to reflect the terms agreed to by the Parties, including  
16 the longer, seven (7) year term and the lower compensation rate that comports with the  
17 financing documents. As result of these failures, OBIG has lost approximately \$21,000,000.00  
18 that it otherwise would have been paid under the terms of the Management Agreement had  
19 Defendants properly submitted the Management Agreement or the proposed amended  
20 management agreement to the NIGC for approval.

21 80. On information and belief, Defendants breached the duty of care owed to OBIG,  
22 and unreasonably acted to prevent OBIG from receiving the prospective economic advantage of  
23 the Management Agreement or the proposed amended management agreement.

24 81. As a direct and proximate result of Defendants' interference, OBIG has been  
25 damaged in an amount to be proven at trial, and which is expected to exceed the jurisdictional  
26 minimum for this Court. Indeed, OBIG is informed and believes, and thereon alleges, that it  
27 has lost approximately \$21,000,000.00 that it otherwise would have been paid under the terms  
28 of the Management Agreement and/or the proposed amended management Agreement had

1 Defendants properly submitted the Management Agreement and/or the proposed amended  
2 management agreement to the NIGC for approval.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff requests the following relief against each and every Defendant:

- 5 1. For an award of compensatory damages;
- 6 2. For an award of restitutionary damages and/or disgorgement of profits related to  
7 the sums that Defendants should have paid to Plaintiff under the terms of the Management  
8 Agreement;
- 9 3. For an award of punitive damages in an amount sufficient to punish Defendants  
10 for their intentional and willful wrongful conduct;
- 11 4. For attorney fees, prejudgment interest, and costs;
- 12 5. For judgment in favor of Plaintiff and against Defendants on all causes of action;
- 13 and
- 14 6. Such other and further relief as the Court may find just and proper.

15

16 **DEMAND FOR JURY TRIAL**

17 Plaintiff Osceola Blackwood Ivory Gaming Group LLC hereby demands a jury  
18 trial.

19

20 DATED: March 16, 2017

**FOLEY & LARDNER LLP**

Eileen R. Ridley  
Kimberly A. Klinsport

21

22

23 */s/ Eileen R. Ridley*

24 \_\_\_\_\_  
Eileen R. Ridley  
Attorneys for Plaintiff  
OSCEOLA  
BLACKWOOD  
IVORY GAMING  
GROUP LLC

25  
26  
27  
28

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Osceola Blackwood Ivory Gaming Group LLC

(b) County of Residence of First Listed Plaintiff Orange County, Florida (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Eileen R. Ridley, Foley & Lardner LLP Kimberly A. Klinsport, Foley & Lardner LLP
555 California St., Ste. 1700 555 S. Flower St., Ste. 3500
San Francisco, CA 94104-1520 415.434.4484 Los Angeles, CA 90071-2411 213.972.4500

DEFENDANTS

Picayune Rancheria of Chuckchansi Indians ("Picayune") and Chuckchansi Economic Development Authority

County of Residence of First Listed Defendant Madera County, California (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
1 1
2 2
3 3
Incorporated or Principal Place of Business In This State
Incorporated and Principal Place of Business In Another State
Foreign Nation
PTF DEF
4 4
5 5
6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District
6 Multidistrict Litigation-Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 25 U.S.C. §§ 2701, et seq.; 28 U.S.C. §1367

Brief description of cause: Complaint for damages for breach of contract, breach of the covenant of good faith and fair dealing, breach of oral contract, breach of implied contract, fraud, violation of Cal. Bus. & Prof. Code §§ 17200 et seq., intentional interference with prospective economic advantage, and negligent interference with prospective economic advantage.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 21,000,000.00 (approx.) CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE March 16, 2017

SIGNATURE OF ATTORNEY OF RECORD /s/ Eileen R. Ridley

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

# INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

## Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- Date and Attorney Signature.** Date and sign the civil cover sheet.

