

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN  
NORTHERN DIVISION

STATE OF MICHIGAN,

Plaintiff,

No.

v.

HON.

HANNAHVILLE INDIAN COMMUNITY,

MAG.

Defendant.

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**COMPLAINT**

Plaintiff State of Michigan brings the following Complaint for declaratory and injunctive relief.

**JURISDICTION**

1. The Court has federal subject matter jurisdiction of this action under:
  - a) 28 U.S.C. § 1331 because this Complaint alleges violations of the Indian Gaming Regulatory Act (IGRA), 25 U.S.C, § 2701, *et seq.*;

- b) 25 U.S.C. § 2710(d)(7)(A)(ii) because Plaintiff is a State which seeks to enjoin gaming activity conducted in violation of a tribal-state compact; and
- c) 28 U.S.C. § 2201 because this Complaint seeks declaratory judgment.

### **PARTIES**

- 2. Plaintiff is the State of Michigan (State).
- 3. Defendant Hannahville Indian Community (Hannahville) is a federally recognized Indian tribe.

### **VENUE**

- 4. Defendant Hannahville has its Tribal offices and reservation in Delta and Menominee counties in the Upper Peninsula of Michigan. Venue is therefore appropriate in this Court under 28 U.S.C. § 1391(b)(1).

### **GENERAL ALLEGATIONS**

- 5. On or about August 20, 1993, John Engler, the Governor of the State of Michigan at that time, entered into a tribal-state gaming compact (the Hannahville Compact) with Hannahville. A true and correct copy of the Hannahville Compact is attached as Exhibit A.
- 6. The Hannahville Compact became effective on Tuesday, November 30, 1993, when notice of its approval by the U.S. Department of the Interior was published in the Federal Register. Section 11; Fed. Reg. 63262, (Nov. 30, 1993).

7. The Hannahville Compact permits Hannahville to operate casino games, also known as “Class III gaming” (which is defined in IGRA, 25 U.S.C. § 2703(8)), on “Indian lands” as defined in Section 2(B) of the compact.

8. Since the Hannahville Compact was signed, Hannahville has conducted Class III gaming in one or more casinos it operates on its Indian lands in Menominee County.

9. Section 12(A) of the Hannahville Compact establishes that the compact is “binding on the State and the Tribe for a term of twenty (20) years from the date it becomes effective unless modified or terminated by written agreement of both parties.”

10. The Hannahville Compact was not modified or terminated by written agreement of the parties, so it was binding on the parties until November 30, 2013.

11. Prior to its expiration, the Hannahville Compact allows either party to provide notice to the other party of its right to renegotiate the compact: “At least one year prior to the expiration of the twenty (20) years after the Compact becomes effective . . . either party may serve written notice on the other of its right to renegotiate this compact.” Section 12(B).

12. Once either party has provided notice of its right to renegotiate, “[Hannahville] may, pursuant to the procedures of IGRA, request the State enter into negotiations for a successor compact governing the conduct of Class III gaming activities.” Section 12(C).

13. On August 16, 2012, the State served on Hannahville written notice of the State's exercise of its right to renegotiate the compact. A true and correct copy of the notice is attached as Exhibit B.

**COUNT I-VIOLATION OF COMPACT SECTION 12**

14. Plaintiff incorporates paragraphs 1–13 above as if fully stated in Count I.

15. IGRA vests jurisdiction in this Court to enjoin Class III gaming activities conducted in violation of any Tribal-State compact. 25 U.S.C. § 2710(d)(7)(A)(ii).

16. Section 12(D) of the Hannahville Compact states: “The Tribe may operate Class III gaming only while this Compact or any renegotiated compact is in effect.”

17. Section 12(C) of the Hannahville Compact states: “If the parties are unable to conclude a successor compact, this Compact shall remain in full force and effect pending exhaustion of the administrative and judicial remedies set forth in IGRA and/or any other applicable federal law.”

18. The State and Hannahville have been in negotiations on the terms of a successor compact since August 2013. Despite good faith efforts on behalf of both parties, they have been unable to conclude a successor compact.

19. All administrative remedies set forth in IGRA and/or any other applicable federal law have been exhausted.

20. All judicial remedies, except for the instant lawsuit, set forth in IGRA and/or other applicable federal law have been exhausted.

21. The continued operation of Class III gaming by Hannahville violates the Hannahville Compact because this gaming is not being conducted “while this [Hannahville] Compact or any renegotiated compact is in effect.”

22. There is no adequate remedy at law for this violation by Hannahville of the Hannahville Compact, which causes the State irreparable injury.

WHEREFORE, Plaintiff respectfully requests that the Court enter its Order:

(1) declaring that the Hannahville Compact has expired; (2) declaring that continued gaming by Hannahville violates the Hannahville Compact; and (3) permanently enjoining Hannahville from conducting Class III gaming unless and until a successor compact is entered into between the parties.

### **COUNT II—VIOLATION OF IGRA**

23. Plaintiff incorporates paragraphs 1–22 above as if fully stated in Count II.

24. IGRA vests jurisdiction with this Court to enjoin Class III gaming activities conducted in violation of any Tribal-State compact. 25 U.S.C. § 2710(d)(7)(A)(ii).

25. Section 2710(d)(1)(C) of IGRA permits Class III gaming only if conducted “in conformance with a Tribal-State compact entered into by the Indian tribe and the State under paragraph (3) [25 U.S.C. § 2710(d)(3)] that is in effect.”

26. Based on the allegations in paragraphs 8–14 and 17–21, the continued operation of Class III gaming by Hannahville violates IGRA because this gaming is not being conducted “in conformance with” the Hannahville Compact.

27. There is no adequate remedy at law for this violation by Hannahville of IGRA, which causes the State irreparable harm; since the operation of Class III

gaming violates IGRA it cannot be in the public interest and the balance of the harm of its continued operation weighs heavily in favor of the State.

WHEREFORE, Plaintiff respectfully requests that the Court enter its Order: (1) declaring that the Hannahville Compact has expired; (2) declaring that continued gaming by Hannahville violates IGRA; and (3) permanently enjoining Hannahville from conducting Class III gaming unless and until a successor compact is entered into between the parties.

Respectfully Submitted,

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