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 County of Solano
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SOLANO

\$435.00

YOCHA DEHE WINTUN NATION, a
 federally recognized tribal government,

Petitioner and Plaintiff,

v.

CITY OF VALLEJO, a Municipal
 Corporation, VALLEJO CITY COUNCIL,
 and DOES 1-25;

Respondents and Defendants

SCOTTS VALLEY BAND OF POMO
 INDIANS OF CALIFORNIA, and ROES
 1-25,

Real Parties in Interest

Case No.: CU26-05153

**VERIFIED PETITION FOR WRIT OF
 MANDATE AND COMPLAINT FOR
 INJUNCTIVE AND DECLARATORY
 RELIEF**

Environmental Law—CEQA
 (Public Resources Code § 21000, *et seq.*)

[Cortese-Knox-Hertzberg Local Government
 Reorganization Act (Gov. Code § 56133);

Declaratory Relief (Code Civ. Proc. § 1060);

Injunctive Relief (Code Civ. Proc. §§ 1085,
 1094.5)]

1 1. Petitioner and Plaintiff the Yocha Dehe Wintun Nation (“Yocha Dehe” or the
2 “Tribe”), a federally recognized sovereign tribal government, hereby challenges the approval by
3 Respondents and Defendants the City of Vallejo and Vallejo City Council (collectively, “the
4 City”) of a memorandum of understanding (“MOU”) with the Scotts Valley Band of Pomo
5 Indians of California (“Scotts Valley” or “Band”) to provide municipal services for the Band’s
6 casino gaming project and consent to an encroachment permit (the “Encroachment Permit”) for
7 the same, all in contravention settled law and common sense.

8 2. Late on the night of April 14, 2026, the City approved the MOU and
9 Encroachment Permit (together, “April 14 Approvals”) without any meaningful analysis of their
10 environmental impacts, contrary to the bedrock requirements of the California Environmental
11 Quality Act (“CEQA”). The City dismissed the environmental consequences of the April 14
12 Approvals by suggesting they involved only a “temporary” gaming casino on a portion of the
13 160 acres of land currently held in federal trust for the Band (the “Vallejo Site”). But both the
14 City and Scotts Valley have also admitted the “temporary” facility – and the April 14 Approvals
15 – are part of a much larger development involving an eight-story 614,959 square-foot casino,
16 12,555 square feet of additional office space, a 4,068-space parking garage, 24 units of housing,
17 and an extensive network of roads, utilities, and infrastructure (the “Full Buildout”), all to be
18 built on an environmentally sensitive open-space property containing habitat for numerous
19 endangered species, rare plants, and a complex of wetlands. In fact, City staff have made clear
20 that *one of the purposes of the April 14 Approvals is to advance the Full Buildout*. By issuing
21 the April 14 Approvals without accounting for the environmental consequences of the Full
22 Buildout, the City improperly piecemealed its environmental review in violation of CEQA.

23 3. The City also violated CEQA by relying on a pair of inapplicable Categorical
24 Exemptions from environmental review. By their own terms, neither of the Exemptions relied
25 on by the City (CEQA Guidelines sections 15303 and 15304) covers the April 14 Approvals.
26 Moreover, both are improper because the April 14 Approvals trigger regulatory exceptions
27 rendering the Categorical Exemptions inapplicable – an issue the City failed to meaningfully
28 address.

1 4. As if that were not enough, the City also violated CEQA by relying on purported
2 “mitigation” to justify its erroneous Categorical Exemption determinations. There is no such
3 thing as a “mitigated” Categorical Exemption. If mitigation is involved, CEQA requires a more
4 comprehensive environmental analysis, in the form of an Initial Study/Negative Declaration or
5 an Environmental Impact Report. The City simply ignored clear, controlling law forbidding
6 reliance on mitigation to justify a Categorical Exemption determination.

7 5. Perhaps recognizing the inadequacy of its CEQA review, the City suggested an
8 environmental assessment (“EA”) previously prepared by the United States Department of
9 Interior (“DOI”) pursuant to the National Environmental Policy Act (“NEPA”) might fill in the
10 gaps. Not so. A document prepared under NEPA does not necessarily satisfy CEQA’s more
11 stringent requirements. That is particularly true here, for the EA does not even purport to cover
12 the actions authorized by the April 14 Approvals. Moreover, in prior proceedings – and in
13 official correspondence to DOI – the City (properly) found the EA’s environmental analysis to
14 be incomplete, inaccurate, and legally deficient. Any reliance on the EA in connection with the
15 April 14 Approvals was unreasonable and improper.

16 6. The City compounded its errors by ignoring the Cortese-Knox-Hertzberg Local
17 Government Reorganization Act (“LAFCO Act”), which requires municipalities to obtain
18 approval from the county Local Agency Formation Commission (“LAFCO”) before agreeing to
19 extend services outside their boundaries. Although Yocha Dehe repeatedly notified the City of
20 this requirement, the City did not obtain Solano LAFCO approval prior to the April 14
21 Approvals.

22 7. Accordingly, this Court should find the City’s approval of the MOU and
23 Encroachment Permit invalid and void; issue a declaratory judgment that the City has violated
24 CEQA and the LAFCO Act; and require the City to fully comply with applicable law before
25 taking any steps to implement or re-adopt the April 14 Approvals.

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PARTIES

8. Petitioner and Plaintiff the YOCHA DEHE WINTUN NATION is a federally recognized, sovereign Indian tribe (91 Fed. Reg. 4102, 4105 [Jan. 30, 2026]) whose Patwin ancestors have lived in what is now Solano County, including the City of Vallejo, for thousands of years.

9. Respondent and Defendant CITY OF VALLEJO is a municipal corporation and political subdivision of the State of California, within the County of Solano. CITY OF VALLEJO is a “local agency” and a “public agency” under CEQA. (Pub. Res. Code §§ 21062, 21063.) CITY OF VALLEJO was the “lead agency” for the April 14 Approvals. (*Id.* § 21067.) CITY OF VALLEJO is a “city” and a “local agency” under the LAFCO Act. (Gov. Code §§ 56023, 56054.)

10. Respondent and Defendant VALLEJO CITY COUNCIL approved and issued the April 14 Approvals.

11. Respondents and Defendants, and each of them, have authority to respond to any order of this Court regarding the MOU, the Encroachment Permit, compliance with CEQA, or compliance with the LAFCO Act.

12. Real Party in Interest SCOTTS VALLEY BAND OF POMO INDIANS OF CALIFORNIA is a federally recognized Indian tribe whose ancestral territory is near Clear Lake in Lake County, California.

13. Yocha Dehe is not aware of the true names and capacities, whether individual, corporate, associate or otherwise, of Defendants and Respondents DOEs 1 through 25, inclusive, and of Real Parties in Interest sued herein as ROEs 1 through 25, inclusive, and therefore sues said Defendants and Respondents and Real Parties in Interest by such fictitious names. Yocha Dehe will amend this Petition to show their true names and capacities once they have been ascertained.

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1 confirmed by the Mexican Governor of Alta California (1842) and, after California's admission
2 to the United States, by the United States Supreme Court (1855). (See *United States v. Ritchie*
3 (1855) 58 U.S. 525, 535.)

4 23. Over time, however, the Patwin people were driven from much of their ancestral
5 territory by federal and state policies intended to take their lands, indenture and even enslave
6 their people, and erase their traditional culture. By the early 1900s, the Patwin population had
7 been reduced from tens of thousands to approximately 100.

8 24. In 1907, the United States forced some of the surviving Patwin, including Yocha
9 Dehe's ancestors, to move to a small, remote reservation in Yolo County. Stranded on barren,
10 non-arable land, with the nearest water well miles away, the people struggled to survive. Worse,
11 in the mid-twentieth century Yocha Dehe was targeted by the Federal government's
12 "termination" policy – a misguided effort to "assimilate" Native people by (among other things)
13 ending their sovereignty. Yocha Dehe resisted termination, successfully petitioning the
14 Secretary of the Interior to preserve the Tribe's sovereign status for future generations. But even
15 after fending off federal termination efforts, the Tribe and its citizens remained poor and isolated
16 for decades, limited to a tiny scrap of reservation land and without secure housing or clean water,
17 much less meaningful economic opportunity.

18 25. In the 1980s, with the passage of the Indian Gaming Regulatory Act ("IGRA"),
19 Yocha Dehe developed a resort and gaming facility on its reservation land. Today, Yocha Dehe
20 uses resort revenues to provide health care, education, and other government services to its
21 citizens; to revitalize Patwin language and culture; and to protect and care for the lands, waters,
22 cultural resources, and people throughout Patwin ancestral territory, including Patwin
23 homelands in what is now Solano County.

24 26. Indeed, the Tribe and its people remain culturally and spiritually connected to
25 Patwin ancestral lands in the City of Vallejo and surrounding areas of Solano County and
26 southern Napa County. For example, Yocha Dehe (with a sister Patwin tribe) holds a cultural
27 easement from the City of Vallejo, allowing the Tribe to protect and preserve cultural resources
28 and native landscapes along the shores of San Pablo Bay. The Tribe actively works to protect

1 additional Patwin cultural sites in and around the City of Vallejo and Solano County, including
2 those known to exist on the Vallejo Site. Yocha Dehe's citizens regularly come to Vallejo and
3 surrounding areas (among others) for both formal and informal cultural purposes, and they
4 appreciate and value the area's importance as Patwin homelands. Yocha Dehe recently helped
5 create and preserve the 1,000-acre Patwino Worrtila Kodoi Dihi Open Space Park ("Southern
6 Rock Home" in the Patwin Language) in nearby Fairfield, the seat of Solano County. Over the
7 years, the Tribe has worked with public agencies and private property owners to protect Patwin
8 cultural resources at thousands of sites across Solano County and southern Napa County. Yocha
9 Dehe has also helped create and fund a local Mobile Food Pharmacy – an award-winning
10 program that delivers fresh fruits and vegetables to thousands of needy Solano County residents.
11 And Yocha Dehe helped create and fund the Vallejo "First 5" center, providing social services
12 free of charge to local families in crisis. In these ways, among countless others, Plaintiffs and
13 their Patwin people continue to steward their ancestral Solano County lands in and around
14 Vallejo and to care for the people who live there, Native and non-Native alike.

15 27. In Patwin culture, the land and the people are interconnected, not separate. For
16 that reason, impacts to Patwin ancestral lands – and the ecological and cultural resources they
17 contain – threaten serious environmental damage, but also cause a deeper cultural injury.
18 Moreover, working to protect the lands, waters, cultural sites, and people within their ancestral
19 territory are a central part of Patwin culture and identity – and the transmission of the cultural
20 and identity to succeeding generations. Thus, approving development of a casino and tribal
21 headquarters by another tribe, from another part of California, on Patwin ancestral lands
22 threatens to adversely impact Yocha Dehe's sovereignty; the government services it provides to
23 its citizens; the cultural values, practices, and identity of its Patwin people; its ability to retain
24 traditional ties to the homelands of its ancestors; and the transmission of Patwin culture,
25 practices, and identity to future generations.

26 **B. Scotts Valley and its Proposed Casino Development**

27 28. Scotts Valley is a Pomo tribe from the northwest shore of Clear Lake, nearly 100
28 driving miles from Vallejo. Scotts Valley's ancestral lands are at Clear Lake. In 1851, its

1 ancestors signed a treaty with the United States at Clear Lake. Had the 1851 treaty been ratified
2 by the United States Senate, it would have created a reservation for Scotts Valley's ancestors at
3 Clear Lake. Despite the Senate's failure to ratify the treaty, in 1911, the United States did create
4 a reservation for Scotts Valley at Clear Lake. In 1965, Scotts Valley citizens voted to terminate
5 that reservation in return for fee simple property at Clear Lake. In 1991, Scotts Valley was
6 restored to federal recognition and established a government headquarters at Clear Lake. Today,
7 Scotts Valley owns multiple properties at and around Clear Lake, including a parcel the Band
8 calls its "tribal lands," where it hosts tribal events and ceremonies. Many Scotts Valley-owned
9 businesses are headquartered at Clear Lake. The Band has sought and obtained state and federal
10 funding for those businesses and to support their activities in and around Clear Lake.

11 29. Scotts Valley has been legally authorized to request gaming-eligible "restored
12 lands" in its Clear Lake homeland ever since the Band's 1991 restoration to Federal recognition.
13 Other terminated-and-restored Clear Lake Pomo tribes have successfully restored gaming-
14 eligible land bases at Clear Lake during that same time period. Instead, Scotts Valley has sought
15 what it perceives to be a more lucrative casino market by pursuing Patwin ancestral lands in the
16 San Francisco Bay Area.

17 30. To meet IGRA's requirements for gaming-eligible "restored lands," Scotts Valley
18 must demonstrate, among other things, a "significant historical connection" and a "temporal
19 connection" to the property where it proposes develop a casino. *See* 25 C.F.R. §§ 292.2, 292.11,
20 292.12.

21 31. In 2005, Scotts Valley requested that DOI issue a "restored lands" determination
22 for property in Richmond, California. DOI solicited evidence and argument from interested
23 parties and, on information and belief, the agency considered the submissions. In 2012, DOI
24 denied Scotts Valley's request, finding there was no evidence of a significant historical
25 connection between the Band and Richmond.

26 32. In 2016, having apparently abandoned its claims of historical connection to
27 Richmond, Scotts Valley requested a "restored lands" determination for a portion of the Vallejo
28 Site. Once again, DOI solicited evidence and argument from interested parties and, on

1 information and belief, the agency considered the submissions. And, once again, DOI denied
2 Scotts Valley's request, finding the Band had not demonstrated a significant historical
3 connection.

4 33. In 2023, after litigation between Scotts Valley and DOI, the Band renewed its
5 request for a "restored lands" determination for a portion of the Vallejo Site. This time,
6 however, DOI did not solicit evidence or argument from interested parties. When interested
7 parties (including Yocha Dehe and other local tribes) nonetheless submitted evidence
8 demonstrating Scotts Valley lacked the required "significant historical connection" and
9 "temporal connection" to the Vallejo Site, DOI at first promised the submissions would be
10 considered. But on January 10, 2025, the agency issued a "Gaming Eligibility Determination"
11 stating the entire Vallejo Site qualified as gaming-eligible "restored lands" and, critically, that
12 evidence submitted by Yocha Dehe (and others) demonstrating otherwise had not been
13 considered after all. The 2025 Gaming Eligibility Determination gave no reason for DOI's
14 failure to consider relevant, timely-submitted evidence.

15 34. On March 24, 2025, Yocha Dehe and other federally recognized tribal
16 governments filed suit in the United States District Court for the District of Columbia,
17 challenging the 2025 Gaming Eligibility Determination and related federal actions.

18 35. Immediately recognizing that the 2025 Gaming Eligibility Determination was
19 legally erroneous, DOI announced on March 27, 2025, that the Determination would be
20 reconsidered. As part of the reconsideration process, DOI solicited – and promised to take into
21 account – evidence from Scotts Valley, Yocha Dehe, and other interested parties.

22 36. Scotts Valley filed suit challenging the reconsideration. On October 30, 2025, the
23 U.S. District Court for the District of Columbia affirmed DOI's authority to reconsider, but also
24 noted that the agency must provide Scotts Valley with notice and an opportunity to be heard
25 before the 2025 Gaming Eligibility Determination can be reversed. In its decision, the court
26 admonished Scotts Valley that the Band would be "ill-served" by relying on the 2025 Gaming
27 Eligibility Determination in the meantime. (See *Scotts Valley Band of Pomo Indians v. Burgum*
28 (D.D.C. 2025) 808 F.Supp.3d 1, 28.)

1 37. On December 3, 2025, DOI sent a letter to Scotts Valley regarding the
2 reconsideration process. The Mayor of Vallejo was copied on the letter. Among other things,
3 the letter advised that evidentiary submissions received by DOI during the reconsideration
4 process “raise questions about” whether Scotts Valley can demonstrate the “significant
5 historical connection” and “temporal connection” required for a favorable “restored lands”
6 determination. The letter noted that DOI anticipated issuing a final reconsidered decision by
7 July 31, 2026. The letter also reiterated that Scotts Valley would be ill-served by relying on the
8 2025 Gaming Eligibility Determination while the reconsideration process remains pending.

9 **C. The Cooperative Agreement and the Memorandum of Understanding**

10 38. On November 19, 2024, the Vallejo City Council authorized the City Manager to
11 enter into a Cooperative Agreement with Scotts Valley. The stated purpose of the Cooperative
12 Agreement was to ensure the environmental consequences of the Full Buildout would be fully
13 investigated and adequately mitigated. The City explained that the Cooperative Agreement was
14 necessary because DOI’s EA on the Full Buildout was woefully inadequate, leaving significant
15 environmental issues unaddressed and unmitigated. In the Cooperative Agreement, Scotts
16 Valley agreed to fund environmental studies to better understand the Full Buildout’s
17 environmental consequences – an implicit admission of the EA’s inadequacy.

18 39. On information and belief, in August 2025, Scotts Valley asked the City to
19 negotiate a Memorandum of Understanding (“MOU”) authorizing provision of municipal
20 services to two modular buildings on the Vallejo Site. On information and belief, Scotts Valley
21 stated that the modular buildings that would be used as the Band’s tribal offices. On September
22 30, 2025, the Vallejo City Council directed City staff to negotiate an MOU addressing municipal
23 services for temporary tribal offices in modular buildings at the Vallejo Site.

24 40. On or about November 19, 2025, Scotts Valley sent a letter to the City disclosing
25 that the Band actually planned to operate a casino in the modular buildings at the Vallejo Site.

26 41. In December 2025, Scotts Valley publicly announced plans to open a temporary
27 casino in the modular buildings at the Vallejo Site. From the moment of the announcement,
28 Scotts Valley made clear this “interim” gaming facility was intended as the first component of

1 the Full Buildout. For example, in a December 2025 article published in the *Daily Republic*
2 Scotts Valley Chairman Shawn Davis described the “interim facility” as a way for Scotts Valley
3 to generate revenue in support of the Full Buildout.

4 42. On December 9, 2025, Yocha Dehe submitted a letter to the Vallejo City Council
5 expressing concerns about Scotts Valley’s request for a municipal services MOU. The
6 December 9 letter noted misrepresentations by the City Manager’s Office and Scotts Valley
7 regarding the status and subject matter of the MOU. The letter advised that DOI was in the
8 process of reconsidering the legality of casino gaming at the Vallejo Site and had cautioned
9 against any reliance on the 2025 Gaming Eligibility Determination in the meantime. The letter
10 also noted that full compliance with CEQA was necessary before the City could enter into any
11 MOU.

12 43. On March 2, 2026, Yocha Dehe submitted a second letter to the City regarding
13 Scotts Valley’s requested MOU. The letter highlighted that additional evidence showed Scotts
14 Valley had been planning to use modular structures at the Vallejo Site as a casino since as early
15 as June 2025, a fact indicating the Band had requested the MOU under false pretenses. The
16 letter also provided an update on DOI’s reconsideration process, explaining that the agency
17 expected to issue a final reconsideration of Scotts Valley’s gaming eligibility by July 31, 2026.
18 The letter reiterated that any MOU would require environmental review under CEQA, while
19 also noting the need for compliance with the LAFCO Act and California planning and zoning
20 law.

21 44. On April 8, 2026, without notice to Yocha Dehe or other interested parties, the
22 City published to its website an agenda packet for the April 14, 2026, City Council meeting.
23 The agenda packet included a Staff Report recommending approval of an MOU to provide
24 municipal services to Scotts Valley for casino gaming on the Vallejo Site. Although the agenda
25 packet included and purported to address other letters of concern from other interested parties,
26 it did not include or address Yocha Dehe’s December 9, 2025, and March 2, 2026, letters to the
27 City.

28 45. In the MOU, the City agreed to provide municipal services to Scotts Valley’s

1 proposed casino. (MOU §§ 1.2, 3.5(a).) Those services include law enforcement services from
2 the Vallejo Police Department, fire services from the Vallejo Fire Department, and water
3 services from the Vallejo Water Department. (*Id.* §§ 2.1.1, 2.1.2, 2.1.3.)

4 46. The version of the Resolution to approve the MOU presented to (and approved
5 by) the City Council on April 14 stated the City was providing “consent to the Encroachment
6 Permit attached hereto as set forth in Exhibit A,” but did not in fact contain a copy of the
7 Encroachment Permit.¹ The Staff Report did not enclose or attach the Encroachment Permit
8 either; instead, it suggested the Permit would not be reviewed or issued until after approval of
9 the MOU. Thus, the City Council bound itself to approve the Encroachment Permit without
10 first reviewing the Permit’s terms or scope.

11 47. Exhibit C to the MOU describes the gaming facility as part of the “deployment of
12 phased development.”

13 48. Exhibit D to the MOU lists “mitigation measures” to “address interim service
14 impacts associated” with Scotts Valley’s interim casino. Section 2.2 of the MOU binds Scotts
15 Valley to comply with these “mitigation measures” unless the gaming facility is forced to close
16 due to a determination by DOI that the Vallejo Site is not gaming-eligible under IGRA.

17 49. The Staff Report, draft Resolution, and MOU all claimed the MOU and
18 Encroachment Permit qualified for the Categorical Exemptions in CEQA Guidelines sections
19 15303 and 15304. The City’s only environmental review consisted of parroting the language of
20 the Exemptions and asserting that there would be “negligible or no permanent effects on the
21 environment” because the April 14 Approvals did not involve environmentally sensitive areas,
22 removal of trees, or construction on slopes greater than 10%. The City also appeared to rely on
23 DOI’s prior EA.

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26 ¹ The final resolution, Resolution No. 26-044 N.C., revised this statement to read “City Council
27 hereby approves the MOU and provides consent to the Encroachment Permit as set forth in
28 Exhibit A, attached hereto” However, Exhibit A merely shows a map and a description of
the subject property—it does not lay out the basis for the MOU and Encroachment Permit
approvals.

1 50. On April 10, 2026, Scotts Valley Chairman Shawn Davis submitted a letter to the
2 City in support of the MOU. Among other things, Chairman Davis stated that the MOU
3 addressed the “[c]urrent [p]hase” of the Full Buildout and would establish a “foundation” for
4 “the full project.”

5 51. Yocha Dehe and others submitted written comments identifying errors in the
6 MOU, the Staff Report, and the City’s supporting documentation and requesting that the City
7 Council refrain from approving the MOU and Encroachment Permit until the deficiencies had
8 been addressed. Yocha Dehe submitted its written comments and supporting evidence on April
9 14, 2026, in advance of that night’s City Council meeting.²

10 52. Yocha Dehe received email notifications that recipients of emails submitting
11 Yocha Dehe’s comments had downloaded the comment attachments at approximately 5:38pm
12 Pacific Time and 7:57pm Pacific Time. Copies of the emails notifying Yocha Dehe that the
13 attachments had been downloaded are attached hereto as **Exhibit C**.

14 53. Yocha Dehe Chairman Anthony Roberts and other Tribal representatives also
15 appeared in person at Vallejo’s April 14 City Council meeting. Among other things, Yocha
16 Dehe objected to the City’s failure to notify Yocha Dehe and other parties known to have an
17 interest in the proceedings, as well as the City’s decision to impose severe limits on the time for
18 public review and comment on the MOU.

19 54. The City Council approved the MOU and Encroachment Permit by a vote of 4-2,
20 with Mayor Andrea Sorce absent. The final City Council vote occurred after 11:00pm Pacific
21 Time.

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26 ² Copies of the emails submitting Yocha Dehe’s comments to the Vallejo City Council are attached
27 hereto as **Exhibit B**. As shown in the email submitting the comment attachments, the attachments
28 (too voluminous to attach to this petition) are available through an online ShareFile system at this
link: <https://kaplankirsch.sharefile.com/public/share/web-s9d2ab36dca654345a293d7b4d12b9e3a>

FIRST CAUSE OF ACTION
(Violation of CEQA, Pub. Res. Code § 21000, *et seq.*)
Against All Respondents and Defendants

55. Yocha Dehe realleges and incorporates by reference paragraphs 1 through 54, inclusive, as if specifically set forth herein.

56. CEQA requires public agencies to review the environmental consequences of any project that may result in a physical change in the environment. (Pub. Res. Code § 21065.) Unless the project qualifies for an exemption, the lead public agency conducts an Initial Study to determine whether impacts may be significant. If, after appropriate review, there is no substantial evidence of a significant impact, the agency may proceed on the basis of a Negative Declaration or Mitigated Negative Declaration. If there is substantial evidence that impacts may be significant, a comprehensive Environmental Impact Report (“EIR”) must be prepared. (CEQA Guidelines §§ 15063-15064.)

57. The City is a public agency. It served as the lead agency for the April 14 Approvals, which constitute a project that may result in a physical change in the environment.

58. The City did not prepare an Initial Study, a Negative Declaration, a Mitigated Negative Declaration, or an EIR for the April 14 Approvals. Instead, it erroneously relied on a pair of inapplicable Categorical Exemptions. In doing so, the City violated CEQA in multiple respects: (a) it used a faulty project description, improperly segmenting its environmental review; (b) it relied on Categorical Exemptions which, by their own terms, do not cover the April 14 Approvals; (c) it failed to account for regulatory exceptions rendering Categorical Exemptions inapplicable to the April 14 Approvals; (d) it impermissibly relied on mitigation to support a Categorical Exemption determination; and (e) it abused its discretion by failing to address contrary evidence and argument submitted by Yocha Dehe.

A. The City Improperly Segmented its Environmental Review

59. Under CEQA, each project is broadly defined to include “the whole of an action,” including all reasonably foreseeable environmental issues and all reasonably foreseeable phases of development. (CEQA Guidelines § 15378, subd. (a); *Laurel Heights Improvement Assn. v.*

1 *Regents of University of California* (1988) 47 Cal.3d 376, 396.)

2 60. Substantial evidence makes clear the April 14 Approvals are a portion of the Full
3 Buildout. For example:

- 4 • On April 10, 2026, Scotts Valley sent a letter to the City characterizing the April
5 14 Approvals as the “[c]urrent [p]hase” of the Full Buildout. The letter
6 describes the April 14 Approvals as a “foundation” for “the full project.”
- 7 • The City’s Staff Report describes the April 14 Approvals as a way to “advance”
8 implementation of the Cooperative Agreement for the Full Buildout.
- 9 • The Staff Report further explains that some of the City’s work on the April 14
10 Approvals was undertaken pursuant to the Cooperative Agreement’s
11 reimbursement arrangements for the Full Buildout.
- 12 • The Staff Report notes Scotts Valley is actively working toward the Full
13 Buildout, including by seeking a Class III gaming compact with the State of
14 California.
- 15 • The MOU itself says the April 14 Approvals are meant to support the Full
16 Buildout as part of “the deployment of phased development.”

17 61. Ignoring this evidence, the City failed to account for the Full Buildout. This
18 failure violated CEQA’s bedrock prohibition on segmentation of larger projects into smaller
19 ones. (See *Laurel Heights*, 47 Cal.3d at 396.) By improperly piecemealing its environmental
20 review, the City obscured the full scale of the impacts at issue and misled both the decision-
21 makers and the public. (See *Berkeley Keep Jets Over the Bay Com. v. Board of Port Cmrs.*
22 (2001) 91 Cal.App.4th 1344, 1358.)

23 62. The City’s references to DOI’s prior EA do not excuse its piecemealing. The EA
24 did not consider or address the “temporary” or “interim” gaming facility Scotts Valley has
25 proposed. The City’s own comments on the EA declared the document to be incomplete,
26 inadequate, arbitrary and capricious. If anything, the EA simply confirms the Full Buildout is a
27 reasonably foreseeable phase of Scotts Valley’s development and therefore must be evaluated
28 under CEQA. (See *Laurel Heights*, 47 Cal.3d at 396-398 [requiring CEQA analysis of

1 environmental effects of future expansion of a project if it is a reasonably foreseeable]; *San*
2 *Franciscans for Reasonable Growth v. City & County of San Francisco* (1984) 151 Cal.App.3d
3 61, 75 [similar].)

4 63. Nor can the City avoid review by disclaiming discretion. Although there may be
5 alternative ways for Scotts Valley to develop the lands currently held in trust for its benefit, the
6 Band proposed the April 14 Approvals (and the Full Buildout) in such a way as to implicate
7 City discretionary permitting and approval. CEQA compliance is therefore required.

8 64. The City's improper segmentation and piecemealing infects the entirety of its
9 decision-making process and requires that the April 14 Approvals be set aside pending full
10 compliance with CEQA.

11 **B. The City Erroneously Relied on Inapplicable Categorical Exemptions**

12 65. To avoid conducting a full environmental review, the City invoked two
13 Categorical Exemptions from CEQA review. Neither Categorical Exemption covers the April
14 14 Approvals.

15 66. First, the City relied on CEQA's "Class 3" Categorical Exemption, which applies
16 to "New Construction or Conversion of Small Structures" in urbanized areas. The Class 3
17 Exemption authorizes up to four "commercial buildings not exceeding 10,000 square feet in
18 floor area," but only "on sites zoned for such use," where "all necessary public services and
19 facilities are available," and where "the surrounding area is not environmentally sensitive."
20 (CEQA Guidelines § 15303, subd. (c).)

21 67. The Class 3 Exemption does not cover the April 14 Approvals. The property
22 Scotts Valley is proposing to use is not zoned for a casino, "interim" or otherwise. As the City
23 itself explained in the context of the Full Buildout, "[t]he Vallejo zoning code does not have any
24 use classification for a casino so the proposed casino would be inconsistent with existing
25 zoning." In addition, Scotts Valley's proposal did not meet the requirement that "all necessary
26 public services and facilities are available." If it had, the MOU would not have been necessary
27 in the first place. Moreover, the surrounding area is "environmentally sensitive." The Vallejo
28 Site contains protected wetlands, habitat for species identified as threatened and endangered

1 under state and/or federal law, cultural resources, fragile soils, and active landslides.
2 Immediately adjacent properties contain additional wetlands, protected species and habitats,
3 landslides, and cultural resources.

4 68. Second, the City relied on CEQA's "Class 4" Categorical Exemption, which
5 applies to "Minor Alterations to Land." (CEQA Guidelines § 15304.) Such "minor alterations"
6 include, for example, "minor temporary use of land having negligible or no permanent effects
7 on the environment, including carnivals, sales of Christmas trees, etc." (*Id.* § 15304, subd. (e).)

8 69. The Class 4 Exemption does not cover the April 14 Approvals either. It does not
9 apply to the water lines and other utility infrastructure purportedly authorized by the MOU and
10 Encroachment Permit. Nor does it cover roadway improvements. And, most fundamentally,
11 there is nothing "minor" or "negligible" about Scotts Valley's controversial casino use of the
12 Vallejo Site.

13 **C. Regulatory Exceptions Preclude Reliance on Categorical Exemptions**

14 70. Even if the categorical exemptions relied on by the City were applicable to the
15 April 14 Approvals (and they are not) the exceptions set forth in CEQA Guidelines section
16 15300.2 preclude their use and render the City's decision-making erroneous.

17 71. The categorical exemptions relied on by the City do not apply in sensitive
18 locations: "[A] project that is ordinarily insignificant in its impact on the environment may in a
19 particularly sensitive environment be significant" and Class 3 and Class 4 exemptions do not
20 apply "where the project may impact" an environmental resource of critical concern "where
21 designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local
22 agencies." (CEQA Guidelines § 15300.2, subd. (a).) Here, Scotts Valley has proposed to
23 develop and operate a casino in a sensitive location containing many such resources, including
24 threatened and endangered species, their habitats, rare plants, and wetlands.

25 72. The categorical exemptions relied on by the City "are inapplicable when the
26 cumulative impact of successive projects of the same type in the same place, over time is
27 significant." (CEQA Guidelines § 15300.2, subd. (b).) Here, even if the Full Buildout could be
28 considered separate and independent from the April 14 Approvals, it would indisputably be a

1 “successive” gaming project in “the same place.” Whether evaluated as separate successive
2 projects or (as they should be) a single development, the combined impacts of the April 14
3 Approvals and the Full Buildout will be significant.

4 73. The categorical exemptions relied on by the City “shall not be used for an activity
5 where there is a reasonable possibility that the activity will have a significant effect on the
6 environment due to unusual circumstances.” (CEQA Guidelines § 15300.2, subd. (c).)
7 Authorizing public services, infrastructure, and an Encroachment Permit for a casino clearly
8 goes beyond the typical modest circumstances where CEQA exemptions would be invoked.
9 (See CEQA Guidelines § 15300.2, subd. (c); *Voices for Rural Living v. El Dorado Irrigation*
10 *District* (2012) 209 Cal.App.4th 1096, 1109.) That is particularly true here, where there is
11 substantial evidence that casino development may have significant environmental consequences
12 with respect to water supply, water infrastructure, traffic, emergency access, biological
13 resources, cultural resources, and public services, to name just a few.

14 74. The categorical exemptions relied on by the City “shall not be used for a project
15 which may cause a substantial adverse change in the significance of a historical resource.” (See
16 CEQA Guidelines § 15300.2, subd. (f).) For purposes of this exception, the term “historic
17 resource” includes tribal cultural resources. And, as explained above, the Vallejo Site and its
18 surroundings contain Patwin cultural resources that may be adversely affected.

19 **D. The City Impermissibly Relied on Mitigation to Support a Categorical Exemption**

20 75. CEQA does not permit an agency to use mitigation measures to reduce impacts as
21 part of its reliance on categorical exemptions—there is no such thing as a mitigated categorical
22 exemption. “If a project may have a significant effect on the environment, CEQA review must
23 occur and only then are mitigation measures relevant. . . . ***Mitigation measures may support a***
24 ***negative declaration but not a categorical exemption.***” (*Salmon Protection & Watershed*
25 *Network v. County of Marin* (2004) 125 Cal.App.4th 1098, 1102 [internal citations omitted and
26 emphasis added].)

27 76. The City’s Staff Report admits that the April 14 Approvals would cause impacts
28 requiring mitigation. And the City Council conditioned its approvals on the imposition of

mitigation measures. For these reasons, too, it was improper for the City to rely on categorical exemptions. The City must prepare a negative declaration or an EIR, as required by CEQA.

E. The City Failed to Address Comments and Evidence

77. Failure to consider contrary evidence amounts to an abuse of discretion under CEQA. (Pub. Res. Code § 21168.5; see *Berkeley Hillside Preservation v. City of Berkeley* (2015) 60 Cal.4th 1086, 1105 [“An agency presented with such evidence [of significant impacts] must determine, based on the entire record before it—including contrary evidence regarding significant environmental effects—whether there is an unusual circumstance that justifies removing the project from the exempt class.”].)

78. The City did not include Yocha Dehe’s December 9, 2025, and March 2, 2026, comment letters in the agenda materials for the April 14 Approvals. Nor did the City provide any response to those letters.

79. Yocha Dehe’s April 14, 2026, comment letter – submitted in advance of that night’s City Council meeting – was added to agenda materials on the City’s website but received no response.

80. The City abused its discretion and violated CEQA’s requirement to consider all evidence, including that contrary to the City’s chosen course of action.

SECOND CAUSE OF ACTION

(Violation of Cortese-Knox-Hertzberg Local Government Reorganization Act

(LAFCO Act), Gov. Code § 51633)

Against All Respondents and Defendants

81. Yocha Dehe re-alleges and incorporates by reference paragraphs 1 through 80, inclusive, as if specifically set forth herein.

82. Local Agency Formation Commissions (“LAFCOs”) are governmental bodies charged with ensuring orderly development by, among other things, overseeing municipal service areas and their boundaries. The LAFCO Act vests LAFCOs with exclusive authority to approve certain adjustments to municipal boundaries and extension of services outside those boundaries. (Gov. Code §§ 56100, 56375, subds. (a)(1), (p).)

1 83. The LAFCO Act provides that a city “may provide new or extended services by
2 contract or agreement outside its jurisdictional boundary only if it first requests and receives
3 written approval from the commission of the county in which the affected territory is located.”
4 (Gov. Code § 56133, subd. (a).) A city must obtain such approval *before* contracting or
5 otherwise agreeing to provide new or extended services outside of its jurisdictional boundaries.
6 (See *Community Water Coalition v. Santa Cruz County Local Agency Formation Com.* (2011)
7 200 Cal.App.4th 1317, 1326.)

8 84. LAFCOs are organized on a county-by-county basis. The Solano LAFCO is
9 charged with overseeing the boundaries of and services provided by the City (and other
10 municipalities in Solano County).

11 85. On April 14, 2026, the Vallejo Site was owned by the United States in trust for
12 Scotts Valley, subject to certain City easements and rights-of-way. The MOU and
13 Encroachment Permit purport to provide municipal services to portions of the Vallejo Site
14 beyond the City’s “jurisdictional boundary,” within the meaning of that term under the LAFCO
15 Act.

16 86. The City nonetheless approved the MOU and Encroachment Permit without first
17 obtaining Solano LAFCO approval, in violation of the LAFCO Act.

18 87. Because the City failed to act in the manner required by law, implementation of
19 the MOU and Encroachment Permit should be stayed or enjoined, and the MOU and
20 Encroachment Permit should be set aside.

21
22 **THIRD CAUSE OF ACTION**
23 (Declaratory Relief, Code Civ. Proc. § 1060)
 Against All Respondents and Defendants

24 88. Yocha Dehe re-alleges and incorporates by reference paragraphs 1 through 87,
25 inclusive, as if specifically set forth herein

26 89. An actual controversy exists between Yocha Dehe and Respondents.

27 90. Yocha Dehe is entitled to a legal declaration of its rights and Respondents’
28 obligations under applicable law as alleged in this Petition.

91. Yocha Dehe is beneficially interested in having Respondents comply with all applicable provisions of law and their legal duties, as set forth herein.

PRAYER FOR RELIEF

Wherefore, Petitioner prays for relief as follows:

1. For alternative and peremptory writs of mandate commanding:
 - a. The City to vacate and set aside its approval of the MOU, the Encroachment Permit, and any other authorization based on the MOU or Encroachment Permit.
 - b. The City to vacate and set aside any approval, authorization, notice, or other document effecting or memorializing the City's reliance on exceptions to CEQA;
 - c. The City to comply with all applicable law, including without limitation, CEQA, and the LAFCO Act before taking any further action to implement or advance the MOU, the Encroachment Permit, or any other authorization based on the MOU or Encroachment Permit.
2. For a stay, restraining order, and preliminary and permanent injunction restraining any and all Respondents and Defendants from taking any action in furtherance of:
 - a. Providing municipal services to Scotts Valley at and around the Vallejo Site;
 - b. Authorizing work within City rights-of-way or easements at and around the Vallejo Site;
 - c. Other actions in furtherance of implementing the MOU or the Encroachment Permit.
3. For a declaration that Respondents and Defendants' actions purporting to approve the MOU and Encroachment Permit are invalid and of no force or effect.

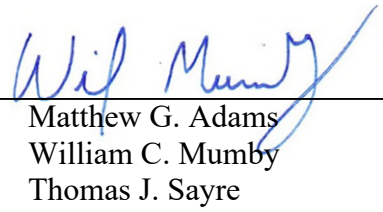
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4. For an award to Petitioner of costs associated with this action.
5. For an award to Petitioner of its reasonable attorneys' fees.
6. For such other relief as the Court deems just and proper.

Dated: May 26, 2026

KAPLAN KIRSCH LLP

By:



Matthew G. Adams
William C. Mumby
Thomas J. Sayre

Attorneys for Plaintiff and Petitioner
Yocha Dehe Wintun Nation

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 26th day of May, 2026, at San Francisco, CA

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EXHIBIT

A

May 26, 2026

Dawn Abrahamson
City Clerk
555 Santa Clara Street, Third Floor
Vallejo, California 94590
Email: dawn.abrahamson@cityofvallejo.net;
city.clerk@cityofvallejo.net

RE: Notice of Commencement of Action Under the California Environmental Quality Act

Dear Ms. Abrahamson,

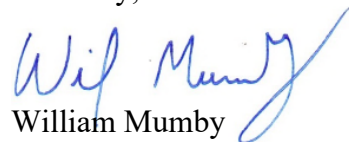
Please take notice, pursuant to Public Resources Code Section 21167.5, that Yocha Dehe Wintun Nation intends to commence an action against the City of Vallejo and Vallejo City Council (“the City”) for a writ of mandate to set aside the decision to approve a Memorandum of Understanding (“MOU”) between the City of Vallejo and the Scotts Valley Band of Pomo Indians for the provision of municipal services to support a gaming facility on federal trust land and an encroachment permit for the same gaming facility.

The forthcoming action is based on the failure of the City to comply with California Environmental Quality Act (“CEQA”), Public Resources Code section 21000 et seq., and other state law. It will allege that the City failed to follow the required procedures and requirements, including by failing to analyze environmental impacts of the full casino project and relying on inapplicable CEQA exemptions to avoid properly studying those impacts before approval.

Among other things, the action will seek to invalidate and set aside the MOU and encroachment permit; to stay and enjoin any action to further implementation of the MOU and encroachment permit; and to secure a declaration that the City’s approvals are of no force or effect.

If you need more information or have any questions, please do not hesitate to contact me.

Sincerely,



William Mumby

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I am a resident of the State of California, and employed in San Francisco, California. I am over the age of 18 years and am not a party to the above-entitled action. My business address is One Sansome, Suite 2250, San Francisco, California 94104.

**NOTICE OF COMMENCEMENT OF ACTION UNDER THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT**

on the following interested parties in the above reference case:

city.clerk@cityofvallejo.net


Kristine Kahey

EXHIBIT

B

From: Wil Mumby
Sent: Tuesday, April 14, 2026 5:15 PM
To: Andrea.Sorce@cityofvallejo.net; JR.Matulac@cityofvallejo.net;
Alexander.Matias@cityofvallejo.net; tonia.lediju@cityofvallejo.net;
Charles.Palmares@cityofvallejo.net; Peter.Bregenzer@cityofvallejo.net; Helen-
Marie.Gordon@cityofvallejo.net
Cc: City.Clerk@cityofvallejo.net; Dawn Abrahamson; Sarah Choi; Matthew Adams
Subject: RE: Comments on Agenda Item 9.B - Proposed MOU with Scotts Valley Band of Pomo
Indians

Dear Mayor Sorce and Honorable Councilmembers,

The comment letter and the packet of supporting evidence are available at this ShareFile link:
<https://kaplankirsch.sharefile.com/public/share/web-s9d2ab36dca654345a293d7b4d12b9e3a>

Please do not hesitate to reach out to me if you have any issues accessing the files.

Thank you,
Wil Mumby

From: Wil Mumby <wmumby@kaplankirsch.com>
Sent: Tuesday, April 14, 2026 4:45 PM
To: Andrea.Sorce@cityofvallejo.net; JR.Matulac@cityofvallejo.net; Alexander.Matias@cityofvallejo.net;
tonia.lediju@cityofvallejo.net; Charles.Palmares@cityofvallejo.net; Peter.Bregenzer@cityofvallejo.net; Helen-
Marie.Gordon@cityofvallejo.net
Cc: City.Clerk@cityofvallejo.net; Dawn Abrahamson <dawn.abrahamson@cityofvallejo.net>; Sarah Choi
<schoi@yochadehe.gov>; Matthew Adams <madams@kaplankirsch.com>
Subject: Comments on Agenda Item 9.B - Proposed MOU with Scotts Valley Band of Pomo Indians

Dear Mayor Sorce and Honorable Councilmembers,

Please see the attached comments from the Yocha Dehe Wintun Nation in opposition to the proposed Memorandum of Understanding with the Scotts Valley Band of Pomo Indians under consideration at this evening's City Council meeting as Agenda Item 9.B. I have attached a cover letter from Yocha Dehe Tribal Chairman Anthony Roberts and substantive comments. A packet of our supporting evidence will follow in a separate email.

Thank you,
Wil Mumby

EXHIBIT

C

From: ShareFile Notifications (No Reply) <noreply@sf-notifications.com>
Sent: Tuesday, April 14, 2026 5:38 PM
To: Wil Mumby
Subject: ShareFile Activity Notification



KAPLAN KIRSCH

Notification Summary

Below is a summary of upload and download activity on folders for which you've chosen to be notified.

Uploads

There is no upload activity to report.

Downloads

Yocha Dehe Comments on MOU with Scotts Valley



Attachments to YDH Comments on MOU.pdf

Size

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Downloaded 04/14/2026 8:37:37 pm

User

Anonymous [noreply@sf-notifications.com]

Views

There is no view activity to report.

From: ShareFile Notifications (No Reply) <noreply@sf-notifications.com>
Sent: Tuesday, April 14, 2026 7:58 PM
To: Wil Mumby
Subject: ShareFile Activity Notification



KAPLAN KIRSCH

Notification Summary

Below is a summary of upload and download activity on folders for which you've chosen to be notified.

Uploads

There is no upload activity to report.

Downloads

Yocha Dehe Comments on MOU with Scotts Valley



Attachments to YDH Comments on MOU.pdf

Size

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Downloaded 04/14/2026 10:57:44 pm

User Anonymous [noreply@sf-notifications.com]



Attachments to YDH Comments on MOU.pdf

Size

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Downloaded 04/14/2026 10:57:41 pm

User Anonymous [noreply@sf-notifications.com]

Views

There is no view activity to report.