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8 **UNITED STATES DISTRICT COURT**
9 **SOUTHERN DISTRICT OF CALIFORNIA**
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11 REENA SAIZ,

12 Plaintiff,

13 v.

14 RINCON BAND OF LUISENO
15 MISSION INDIANS OF THE RINCON
16 RESERVATION, *et al.*,

Defendants.

Case No. 24-cv-0905-BAS-MSB

**ORDER GRANTING DEFENDANT
RINCON BAND OF LUISENO
MISSION INDIANS OF THE
RINCON RESERVATION'S
MOTION TO DISMISS (ECF No. 18)**

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18 Pending before the Court is Defendant Rincon Band of Luiseno Mission Indians of
19 the Rincon Reservation's ("Rincon Band") motion to dismiss ("Motion"). (ECF No. 18.)
20 For the reasons below, the Court **GRANTS** Rincon Band's Motion and **DISMISSES**
21 **WITH PREJUDICE** Plaintiff's Complaint in its entirety. The Clerk of the Court is
22 **DIRECTED** to close the case.

23 **I. BACKGROUND**

24 Plaintiff filed the present lawsuit against several Defendants, including Rincon
25 Band, Defendant Caesar's Entertainment, Inc. ("Caesar's"), and Defendant Harrah's
26 Resort Southern California ("Rincon Casino"), based on an injury Plaintiff sustained while
27 a patron of a gaming facility and resort owned by Rincon Band and operated by Caesar's—
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1 Rincon Casino. (ECF No. 1 ¶¶ 1, 14.) Rincon Band moves to dismiss Plaintiff’s claims
2 under Federal Rule of Civil Procedure (“Rule”) 12(b)(1) and Rule 12(b)(7). (ECF No. 18.)

3 **II. LEGAL STANDARD**

4 **A. Rule 12(b)(1)**

5 Pursuant to Rule 12(b)(1), a party may move to dismiss based on the court’s lack of
6 subject-matter jurisdiction. Fed. R. Civ. P. 12(b)(1). A defendant may challenge the
7 court’s subject-matter jurisdiction in several ways, one of which is raised by Rincon Band’s
8 motion to dismiss: sovereign immunity. *See Al Otro Lado, Inc. v. Nielsen*, 327 F. Supp.
9 3d 1284, 1293–94 (S.D. Cal. 2018).

10 A Rule 12(b)(1) motion is “a proper vehicle for invoking sovereign immunity from
11 suit.” *Pistor v. Garcia*, 791 F.3d 1104, 1111 (9th Cir. 2015). When the United States is
12 sued or a suit implicates its sovereign immunity, a waiver of sovereign immunity is deemed
13 a prerequisite for jurisdiction. *FDIC v. Meyer*, 510 U.S. 471, 475 (1994) (“Absent a waiver,
14 sovereign immunity shields the Federal Government and its agencies from suit.”); *Jachetta*
15 *v. United States*, 653 F.3d 898, 903 (9th Cir. 2011) (“It is axiomatic that the United States
16 may not be sued without its consent and that the existence of consent is a prerequisite for
17 jurisdiction.”) (quoting *United States v. Mitchell*, 463 U.S. 206, 212 (1983)).

18 When sovereign immunity is invoked as the basis for the absence of subject-matter
19 jurisdiction, “[a]s the party asserting a claim against the United States, [the plaintiff] has
20 the burden of ‘demonstrating an unequivocal waiver of immunity.’ ” *United States v. Park*
21 *Place Assocs., Ltd.*, 563 F.3d 907, 924 (9th Cir. 2009) (quoting *Cunningham v. United*
22 *States*, 786 F.2d 1445, 1446 (9th Cir. 1986)).

23 **B. Rule 12(b)(7)**

24 A party may move to dismiss a complaint for “failure to join a party under Rule 19.”
25 Fed. R. Civ. P. 12(b)(7). A three-step analysis is used to determine if a party is required to
26 be joined under Rule 19. *EEOC v. Peabody W. Coal Co.*, 400 F.3d 774, 779 (9th Cir.
27 2005).

1 First, a court must determine whether a nonparty is necessary under Rule 19(a). *Id.*
2 This is a two-pronged inquiry. *White v. Univ. of Cal.*, 765 F.3d 1010, 1026 (9th Cir. 2014)
3 (citing *Confederated Tribes of Chehalis Indian Reservation v. Lujan*, 928 F.2d 1496, 1498
4 (9th Cir. 1991)). The court must initially determine “whether complete relief can be
5 afforded if the action is limited to the existing parties.” *Id.* (citations omitted). The court
6 must next determine “whether the absent party has a legally protected interest in the subject
7 of the action and, if so, whether the party’s absence will impair or impede the party’s ability
8 to protect that interest or will leave an existing party subject to multiple, inconsistent legal
9 obligations with respect to that interest.” *Id.* (citation and internal quotation marks
10 omitted). “If the answer to either of those questions is affirmative, then the party is
11 necessary and ‘must be joined.’ ” *Id.* (citing Fed. R. Civ. P. 19(a)(1)). The Rule 19(a)
12 inquiry “is a practical one and fact specific.” *Id.* (citing *Makah Indian Tribe v. Verity*, 910
13 F.2d 555, 558 (9th Cir. 1990)).

14 Second, a court must determine if it is feasible for the absentee party to be joined
15 such that subject-matter and personal jurisdiction exist and venue is proper. *Peabody*, 400
16 F.3d at 779 (citing Fed. R. Civ. P. 19(a)).

17 Finally, if it is not feasible to join the absent party, a court must decide “whether the
18 case can proceed without the absentee, or whether the absentee is an ‘indispensable party’
19 such that the action must be dismissed.” *Id.*; Fed. R. Civ. P. 19(b). An indispensable party
20 is one which “not only [has] an interest in the controversy, but an interest of such a nature
21 that a final decree cannot be made without either affecting that interest, or leaving the
22 controversy in such a condition that its final termination may be wholly inconsistent with
23 equity and good conscience.” *Peabody*, 400 F.3d at 780 (quoting *Shields v. Barrow*, 58
24 U.S. (17 How.) 130, 139 (1854)); *see also* Fed. R. Civ. P. 19(b).

25 The factors to be considered by a court in its Rule 19(b) analysis include: (1) the
26 extent to which a judgment rendered in the person’s absence might prejudice that person
27 or the existing parties; (2) the extent to which any prejudice could be lessened or avoided
28 by protective provisions in the judgment, shaping the relief, or other measures; (3) whether

1 a judgment rendered in the person’s absence would be adequate; and (4) whether the
2 plaintiff would have an adequate remedy if the action were dismissed for nonjoinder. Fed.
3 R. Civ. P. 19(b).

4 **III. ANALYSIS**

5 **A. Rule 12(b)(1)—Sovereign Immunity of Rincon Band**

6 Federally recognized Indian tribes enjoy sovereign immunity from suit. *Pit River*
7 *Home & Agric. Coop. Ass’n v. United States*, 30 F.3d 1088, 1100 (9th Cir. 1994). As the
8 Supreme Court has stated, “Indian tribes are ‘domestic dependent nations’ that exercise
9 inherent sovereign authority over their members and territories. Suits against Indian tribes
10 are thus barred by sovereign immunity absent a clear waiver by the tribe or congressional
11 abrogation.” *Okla. Tax Comm’n v. Citizen Band Potawatomi Indian Tribe of Okla.*, 498
12 U.S. 505, 509 (1991) (although the tribe consents to the court’s jurisdiction as to claims
13 brought by it, that consent does not waive sovereign immunity for counterclaims brought
14 against it) (citations omitted); *see also Pan Am. Co. v. Sycuan Band of Mission Indians*,
15 884 F.2d 416, 418 (9th Cir. 1989) (“Absent congressional or tribal consent to suit, state
16 and federal courts have no jurisdiction over Indian tribes; only consent gives the courts the
17 jurisdictional authority to adjudicate claims raised by or against tribal defendants.”).
18 “Sovereign immunity involves a right which courts have no choice, in the absence of a
19 waiver, but to recognize.” *California v. Quechan Tribe of Indians*, 595 F.2d 1153, 1155
20 (9th Cir. 1979).

21 Here, Plaintiff’s complaint states that Rincon Band is a “federally-recognized tribe”
22 and does not indicate that Rincon Band has waived sovereign immunity. (ECF No. 1 ¶ 13.)
23 Rincon Band’s Motion argues that while Rincon Band’s Patron Tort Claims Ordinance
24 permits Rincon Band to be sued in the Rincon Civil Trial Court, the same Ordinance
25 explicitly declines to waive its sovereign immunity in state or federal court. (ECF No. 18-
26 1 at 11:3–15.) *See Caremark, LLC v. Choctaw Nation*, 104 F.4th 81, 88 (9th Cir. 2024)
27 (“It is well settled that a waiver of [tribal] sovereign immunity cannot be implied but must
28 be unequivocally expressed.”) (internal quotation marks omitted). Plaintiff’s opposition to

Rincon Band’s Motion further concedes that Rincon Band is a federally recognized tribe—and does not explicitly dispute that Rincon Band should be entitled to tribal immunity. (*See* ECF No. 19 ¶ 6.) Thus, the Court concludes Rincon Band is entitled to tribal sovereign immunity.

B. Rule 12(b)(7)—Rincon Band as Necessary and Indispensable Party

Rincon Band also moves to dismiss the entire action under Rule 12(b)(7), arguing that it is a necessary party that cannot feasibly be joined because of its sovereign immunity. (*See* ECF No. 18-1.)

1. Rule 19(a)—Rincon Band is a Necessary Party

Rincon Band argues that it is a necessary party to the lawsuit under Rule 19(a) because: (1) the court “cannot accord complete relief among existing parties” without it; and (2) Rincon Band “claims an interest relating to the subject matter of the action and is so situated that disposing of the action in its absence may . . . impair or impede its ability to protect the interest.” (*See* ECF No. 18-1 at 12:17–13:7.) In support of both arguments, Rincon Band argues that Plaintiff has also named Rincon Casino as a Defendant in this matter—but that Rincon Casino is not a separate legal entity and is wholly owned by Rincon Band. (*Id.*)

The Court agrees with Rincon Band. Though Plaintiff argues that Rincon Band is not a necessary party under Rule 19(a) because Rincon Band is named as a joint tortfeasor, the Court finds that this rationale does not apply where Rincon Band is an alleged owner of the Rincon Casino and the land on which Rincon Casino operates. (ECF No. 1 ¶ 14; ECF No. 19 ¶ 5.) Plaintiff also argues that even if the present action were dismissed against Rincon Band, it can still be maintained against Caesar’s—another joint tortfeasor—as a matter of law. (ECF No. 19 ¶¶ 3, 17.) Despite this general principle, the Ninth Circuit has found “there may be circumstances in which an alleged joint tortfeasor has particular interests that cannot be protected in a legal action unless it is joined under Rule 19(a)(1)(B).” *Ward v. Apple Inc.*, 791 F.3d 1041, 1048 (9th Cir. 2015).

1 Rule 19(a)(1)(B) requires “practical” and “fact specific” analysis of each alleged
2 joint tortfeasor’s interests. *Makah Indian Tribe*, 910 F.2d at 558. Rule 19(a)(1)(B)(i) states
3 a party is required when disposing of the action in the party’s absence may “as a practical
4 matter impair or impede the person’s ability to protect the interest.”

5 The Court finds, under Rule 19(a)(1)(B)(i), disposing of the action in Rincon Band’s
6 absence would “as a practical matter impair or impede [Rincon Band]’s ability to protect
7 [its financial] interest” in Rincon Casino. The case Plaintiff cites is distinguishable. In
8 *Temple v. Synthes Corp., Ltd.*, 498 U.S. 5, 7–8 (1990), the plaintiff sued a medical device
9 manufacturer for product liability and was ordered to join a surgeon who was
10 simultaneously being sued for malpractice in a separate proceeding. The Supreme Court
11 held the surgeon was merely a permissive party because he was a joint tortfeasor. But the
12 surgeon there was not employed by the manufacturer or working at a hospital the
13 manufacturer owned. Meanwhile, here, Rincon Casino and the land, buildings, and
14 facilities on which Rincon Casino operates are directly owned by Rincon Band (ECF No.
15 1 ¶ 14; ECF No. 19 ¶ 5). *See Randol v. Harrah’s Rincon Resort & Casino*, No. 08-CV-
16 0642-W-BLM, 2008 WL 11337253, at *4 (S.D. Cal. May 19, 2008) (finding “the Tribe is
17 a necessary party given that it enjoys sole ownership and ultimate authority over the
18 Casino, the locus of the alleged injury,” and holding the “suit cannot be maintained”
19 because plaintiff named the casino as defendant, which “is a non-legal entity and . . . the
20 Tribe would be responsible for any recovery due Plaintiff”); *Almont Ambulatory Surgery*
21 *Ctr., LLC v. UnitedHealth Grp., Inc.*, No. CV 14-3053-MWF (AFMx), 2018 WL
22 11241771, at *12 (C.D. Cal. Apr. 11, 2018) (“A crucial premise of mandatory joinder under
23 Rule 19(a)(1)(B) is that the absent party have an interest in the litigation that is ‘legally
24 protected’ and not just a financial stake in the outcome of the litigation or speculation about
25 a future event.”).

26 Similarly, “complete relief” cannot be awarded if the action proceeds against only
27 Caesar’s and Rincon Casino. As Rincon Band argues, Rincon Casino is a financial asset
28 owned by Rincon Band (ECF No. 18-1 at 13:2–7), so any judgment would necessarily

1 affect Rincon Band’s stake in it. Fed. R. Civ. P. 19(a)(1)(A). Put differently, though
2 Caesar’s also has an economic stake in Rincon Casino as its alleged operator, the Parties
3 agree that Rincon Band has sole ownership of Rincon Casino—which the Court finds
4 cannot be represented by any other entity (including Caesar’s) absent explicit assignment.
5 *See, e.g., Randol*, 2008 WL 11337253, at *1–4 (finding defendant tribe is a necessary party
6 under Rule 19(a) where “[b]oth parties agree that Defendant [Casino] is a non-legal entity
7 . . . [and] Rincon San Luiseno Band of Mission Indians . . . owns the Defendant Casino . .
8 . the locus of the alleged injury”); *Quileute Indian Tribe v. Babbitt*, 18 F.3d 1456, 1458
9 (9th Cir. 1994) (finding, under Rule 19(a), “complete relief in this case is not possible
10 without resolving issues regarding the Quinalts’ governing authority over and legal
11 interest in the escheated property.”).

12 **2. Rule 19(b)—Rincon Band’s Joinder is Not Feasible and Case**
13 **Cannot Proceed Fairly Without Rincon Band**

14 The balancing of equitable factors under Rule 19(b) almost always favors dismissal
15 when a tribe cannot be joined due to tribal sovereign immunity. *See Kescoli v. Babbitt*,
16 101 F.3d 1304, 1311 (9th Cir. 1996); *Diné Citizens Against Ruining Our Env’t v. Bureau*
17 *of Indian Affs.*, 932 F.3d 843, 857 (9th Cir. 2019) (“[T]here is a ‘wall of circuit authority’
18 in favor of dismissing actions in which a necessary party cannot be joined due to tribal
19 sovereign immunity—‘virtually all the cases to consider the question appear to dismiss
20 under Rule 19, regardless of whether [an alternate] remedy is available, if the absent parties
21 are Indian tribes invested with sovereign immunity.’ ” (alteration in original) (quoting
22 *White*, 765 F.3d at 1028)).

23 Under Rule 19(b), courts consider the following “non-exclusive” factors even where
24 defendants are protected by tribal immunity: (1) “the extent to which a judgment rendered
25 in the person’s absence might be prejudicial to the person or those already parties”; (2) “the
26 extent to which, by protective provisions in the judgment, by the shaping of relief, or other
27 measures, the prejudice can be lessened or avoided”; (3) “whether a judgment rendered in
28 the person’s absence will be adequate”; and (4) “whether the plaintiff will have an adequate

1 remedy if the action is dismissed for nonjoinder.” *See Am. Greyhound Racing, Inc. v. Hull*,
2 305 F.3d 1015, 1024 (9th Cir. 2002).

3 Having found that Rincon Band is protected by tribal sovereign immunity, *supra*
4 § III.A, the Court finds that the Rule 19(b) four-factor analysis also favors dismissal. First,
5 a judgment rendered in Rincon Band’s absence could be prejudicial to Rincon Band
6 because of Rincon Band’s ownership interest in Rincon Casino, *supra* § III.B.1. *Diné*
7 *Citizens*, 932 F.3d at 857 (“The first factor, prejudice, largely duplicates the consideration
8 that made a party required under Rule 19(a).” (cleaned up)). Regarding the second and
9 third factors, the Court’s ability to shape relief to avoid prejudice also weighs in favor of
10 dismissal because no relief can mitigate the prejudice to Rincon Band in its ownership
11 stake in Rincon Casino and no partial relief is adequate for the same reason. *Cf.*
12 *Dawavendewa v. Salt River Project Agric. Imp. & Power Dist.*, 276 F.3d 1150, 1163 (9th
13 Cir. 2002) (finding that any decision mollifying plaintiff would prejudice defendant tribe’s
14 contractual interests and tribal governance, and that partial relief therefore would not
15 adequately resolve defendant tribe’s potential liability to other potential plaintiffs). Fourth,
16 as Rincon Band argues, Plaintiff may still bring a lawsuit against Rincon Band in the
17 Rincon Civil Trial Court (ECF No. 18-1 at 15:24–16:9)—and thus, alternative remedies
18 are available. *Cf. Dawavendewa*, 276 F.3d at 1163 (finding the fourth factor weighs in
19 favor of dismissal because “tribal sovereign immunity does not apply in suits brought by
20 the EEOC.”). Thus, in the interest of equity, Rule 19(b) favors dismissal of the entire
21 action. *Jamul Action Comm. v. Simermeyer*, 974 F.3d 984, 998 (9th Cir. 2020) (affirming
22 Rule 19(b) dismissal where an absent tribe protected by sovereign immunity could not be
23 joined).

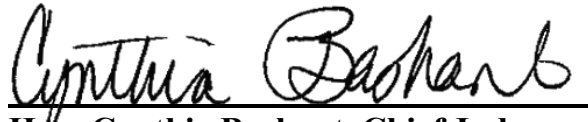
24 **IV. CONCLUSION**

25 For the reasons above, the Court **GRANTS** Rincon Band’s Motion and **DISMISSES**
26 **WITH PREJUDICE** Plaintiff’s complaint for lack of subject-matter jurisdiction based on
27 tribal sovereign immunity under Rule 12(b)(1) and infeasibility of joining a necessary party
28 under Rule 12(b)(7). *See Munoz v. Barona Band of Mission Indians*, No. 17-CV-2092-

1 BAS-AGS, 2018 WL 1245257, at *5 (S.D. Cal. Mar. 8, 2018) (dismissing case with
2 prejudice based on tribal sovereign immunity). Because Rincon Band's immunity cannot
3 be cured by amendment, dismissal with prejudice is appropriate. The Clerk of the Court is
4 **DIRECTED** to close the case.

5 **IT IS SO ORDERED.**

6
7 **DATED: August 28, 2026**


8 **Hon. Cynthia Bashant, Chief Judge**
9 **United States District Court**