

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

PICAYUNE RANCHERIA OF  
CHUKCHANSI INDIANS dba  
CHUKCHANSI GOLD RESORT &  
CASINO, INC.

Plaintiff,

v.

UNITE HERE LOCAL # 19,  
Defendant.

No. 1:25-cv-00846-KES-SKO

ORDER REGARDING MOTION FOR  
TEMPORARY RESTRAINING ORDER

Doc. 3

Plaintiff Picayune Rancheria of Chukchansi Indians (“Tribe”) dba Chukchansi Gold Resort & Casino, Inc. (“Chukchansi”) brings a motion for temporary restraining order against defendant Unite Here Local #19 (“Union”), seeking to enjoin Union represented employees of Chukchansi from striking and from picketing at the entrances of Chukchansi. The Tribe alleges that the Union’s strike violates the Tribe’s Tribal Labor Relations Ordinance (“TLRO”) provisions that provide a right to strike only if collective bargaining negotiations have resulted in an “impasse,” and that prohibit strike-related picketing on the Tribe’s Indian lands. Because the Tribe has not met its burden to demonstrate why this Court has jurisdiction to issue an injunction in a case “involving or growing out of a labor dispute,” 29 U.S.C. § 101, the Court declines to grant the Tribe’s motion at this time, and instead sets this matter for a hearing and sets a briefing schedule for the parties to adequately brief the matter.

## I. Background

The Tribe is a federally recognized Indian tribe and operates Chukchansi in Coarsegold, California.<sup>1</sup> Doc. 2 ¶ 1. Chukchansi employs members of the Union, which represents over 8,500 workers employed at hotels, restaurants, airports, sports arenas, and convention centers throughout Northern California. *Id.* ¶ 2. The Union represents roughly half of Chukchansi's employees. *Id.* According to the Tribe, negotiations between the Union and the Tribe were held on June 23, 2025 and July 1-2, 2025. Doc. 3-2, Declaration of Adam P. Bailey, ¶ 12. The parties remained divided over the extent of wage increases. *Id.* ¶ 13–14. Progress was made on some issues, but on July 2, the Union's representative halted negotiations due to a disagreement on Chukchansi's offer to increase wages. *Id.* ¶ 15. The Union threatened to strike beginning at 5:00 p.m. on July 3, should it not receive an offer on wages that the Union deemed acceptable by that time. *Id.* The Union did not ultimately go on strike on July 3.

The Tribe alleges that, on July 11, following Chukchansi's request that the Union provide a counteroffer as to wages, the Union indicated that it was available to continue negotiations on July 15, 16, or July 26-29, 2025. *Id.* ¶ 19. At 2:42 a.m. on July 12, 2025, the Union contacted Chukchansi and informed it that the Union's represented employees would go on strike at 3:00 a.m. that day, and that the strike would continue until midnight on July 15, 2025. *Id.* ¶ 20. The Tribe asserts that employees represented by the Union "walked out of work" at 3:00 a.m. on July 12. *Id.* ¶ 21. By 6:30 a.m. on July 12, approximately fifty employees began picketing at Chukchansi. *Id.* ¶ 22. The Tribe alleges that striking employees have gathered at the entrance to Chukchansi casino and hotel, at the team-member entrance along the side of the casino, and near the casino's shipping receiving entrance. *Id.* According to the Tribe, on July 12 it requested that the Union (1) cease its strike as the Tribe claimed the parties had not reached an impasse in negotiations, (2) cease strike-related protests on the Tribe's Indian lands, and (3) comply with the Tribe's ordinance requiring a prior application for permits and for public assemblies. *Id.* ¶ 40.

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<sup>1</sup> This background section sets forth allegations from the complaint, Doc. 2, and the declaration of Adam P. Bailey, counsel for the Tribe, Doc. 3-2, in support of the Tribe's motion for temporary restraining order. Doc. 3.

1 The Tribe asserts that the Union did not respond to its request. *Id.* ¶ 41.

2 The Tribe’s counsel indicates that, on July 13, he informed the Union’s counsel via email  
3 of the Tribe’s intention to seek a temporary restraining order and injunctive relief, and followed  
4 up thereafter with a call to the Union’s office and left a voicemail with that information. *Id.* ¶ 42.  
5 On July 13, the Tribe filed a complaint for declaratory and injunctive relief, along with the  
6 present motion for temporary restraining order, seeking to enjoin the Union’s strike. Docs. 2, 3.

## 7 **II. Legal Standard**

8 The standards for issuing a temporary restraining order and a preliminary injunction are  
9 “substantially identical.” *See Stuhlberg Int’l Sales Co. v. John D. Bush & Co.*, 240 F.3d 832, 839  
10 n.7 (9th Cir. 2001). “A preliminary injunction is an extraordinary remedy never awarded as of  
11 right.” *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 24 (2008) (citing *Munaf v. Geren*, 553  
12 U.S. 674, 689–90 (2008)). “A plaintiff seeking a preliminary injunction must establish that he is  
13 likely to succeed on the merits, that he is likely to suffer irreparable harm in the absence of  
14 preliminary relief, that the balance of equities tips in his favor, and that an injunction is in the  
15 public interest.” *Id.* at 20 (citing *Munaf*, 553 U.S. at 689–90; *Amoco Prod. Co. v. Vill. of*  
16 *Gambell, AK*, 480 U.S. 531, 542 (1987); *Weinberger v. Romero-Barcelo*, 456 U.S. 305, 311–12  
17 (1982)). “Likelihood of success on the merits is a threshold inquiry and is the most important  
18 factor.” *Simon v. City & Cnty. of San Francisco*, 135 F.4th 784, 797 (9th Cir. 2025) (quoting  
19 *Env’t Prot. Info. Ctr. v. Carlson*, 968 F.3d 985, 989 (9th Cir. 2020)).<sup>2</sup>

## 20 **III. Discussion**

21 Pursuant to the Norris-LaGuardia Act (“NLA”), federal courts generally lack jurisdiction  
22 to issue injunctions in cases involving labor disputes. *See* 29 U.S.C. § 101. “The Norris-  
23 LaGuardia Act [“NLA”] contains severe strictures against the issuance of injunctions in cases  
24 involving or growing out of labor disputes.” *Matson Plastering Co., Inc. v. Operative Plasterers*  
25 *and Cement Masons Int’l Ass’n, AFL-CIO, Plasterers Local Union No. 295*, 633 F.2d 1307, 1308  
26 (9th Cir. 1980). It provides that “[n]o court of the United States . . . shall have jurisdiction to

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27 <sup>2</sup> The Tribe cites California state law in arguing the legal standard for the issuance of a temporary  
28 restraining order. *See* Doc. 3 at 23–26. The Federal standard applies on this motion.

1 issue any . . . temporary or permanent injunction in a case involving or growing out of a labor  
 2 dispute, except in strict conformity with the provisions of this Act.” 29 U.S.C. § 101. Section  
 3 113(c) defines “labor dispute” to include “any controversy concerning terms or conditions of  
 4 employment” 29 U.S.C. § 113(c). Injunctions of labor strikes are the quintessential type of  
 5 “dispute” that the Norris-LaGuardia Act was intended to limit. *See Burlington N. Santa Fe Ry.*  
 6 *Co. v. Int’l Bhd. of Teamsters Loc. 174*, 203 F.3d 703, 707–08 (9th Cir. 2000).

7 The Tribe’s motion does not address the NLA, yet the Tribe seeks to have this Court  
 8 enjoin the ongoing strike. While there are limited exceptions to the NLA, *see, e.g., Matson*  
 9 *Plastering*, 633 F.2d at 1309 (affirming an exception to the NLA permitting a court to grant  
 10 injunctive relief against a strike “only if the arbitrator determined that [a] no-strike clause barred  
 11 the strike”), the Tribe does not argue any such exceptions.

12 Moreover, the TLRO that the Tribe seeks to enforce appears to contain a binding  
 13 arbitration provision. *See* Doc. 3-4 at 12–14. The Tribe does not address why its dispute over the  
 14 lawfulness of the strike, or the underlying disputes prompting the strike, is not subject to  
 15 arbitration under Section 13 of the TLRO. *See Unite Here Local 30 v. Sycuan Band of the*  
 16 *Kumeyaay Nation*, 35 F.4th 695 (9th Cir. 2022) (enforcing arbitration provision in a similar tribal  
 17 labor relations ordinance despite tribe’s federal preemption argument).

18 Additionally, the Tribe has failed to establish that it will suffer irreparable harm if not  
 19 granted extraordinary relief at this time. According to the Tribe, the current strike began in the  
 20 early morning hours of July 12, 2025 and is set to end at “midnight on July 15, 2025.” Doc. 3-2  
 21 ¶ 20. While the Tribe asserts that the Union may resume the strike at a later date, the Tribe has  
 22 not established that it warrants an immediate injunction in this labor dispute without further  
 23 briefing by the parties.

#### 24 **IV. Conclusion and Order**

25 Accordingly, the Court declines to grant the Tribe’s motion for temporary restraining  
 26 order. Instead, the Court sets a hearing and briefing schedule for the parties to brief the matter  
 27 more fully. A hearing is set on the Tribe’s motion for temporary restraining order, Doc. 3, for  
 28 July 31, 2025 at 1:30 p.m. at the Robert E. Coyle Federal Courthouse in Courtroom 6 before

1 District Judge Kirk E. Sherriff. The Union's opposition to the Tribe's motion shall be filed by  
2 July 23, 2025. The Tribe's reply, if any, shall be filed by July 28, 2025. The parties may  
3 stipulate to extend these deadlines.

4 The Tribe shall serve this Order on the Union within 24 hours of its entry and shall file a  
5 proof of such service on the docket.

6  
7 IT IS SO ORDERED.

8 Dated: July 14, 2025

  
UNITED STATES DISTRICT JUDGE