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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

BLUE LAKE RANCHERIA,  
CHICKEN RANCH RANCHERIA OF  
ME-WUK INDIANS, and PICAYUNE  
RANCHERIA OF THE  
CHUKCHANSI INDIANS

Plaintiffs,

v.

KALSHI INC., KALSHIEX LLC,  
ROBINHOOD MARKETS, INC.,  
ROBINHOOD DERIVATIVES LLC,  
and DOES 1-20,

Defendants.

Case No.: 25-cv-06162-JSC

**NOTICE OF MOTION AND MOTION  
FOR PRELIMINARY INJUNCTION**

Date: October 9, 2025

Time: 10:00am

Courtroom.: 8

Judge: Jacqueline Scott Corley

**Oral Argument Requested**

**PLEASE TAKE NOTICE** that on October 9, 2025, at 10:00 a.m., before the Honorable Jacqueline Scott Corley, District Court Judge in Courtroom 8, located at the 19th Floor, Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, San Francisco, California 94102, the Plaintiffs, the Blue Lake Rancheria, Chicken Ranch Rancheria of Me-Wuk Indians, and Picayune Rancheria of the Chukchansi Indians (collectively, Plaintiffs) will and hereby do move this Court pursuant to Rule 65 of the Federal Rules of Civil Procedure and Local Rule 7-2 for a preliminary injunction against Kalshi Inc. and KalshiEX LLC, (collectively, Kalshi).

Plaintiffs respectfully move the Court to enter a preliminary injunction enjoining Kalshi from offering on the Tribes' Indian lands any sports contracts, including, but not limited to,

1 contracts that facially involve, relate to, or reference the sports of baseball, tennis, pickleball,  
2 soccer, basketball, football, golf, chess, esports, hockey, motorsports, the Ultimate Fighting  
3 Championship (“UFC”), and any other sports events. The Tribes further request that the Court  
4 enjoin Kalshi from offering on the Tribes’ Indian lands contracts that take the form of a binary  
5 “yes/no” event contract that pose the following questions:

- 6 1. “Will <team> win <title>?”
- 7 2. “Will <team> win <event>?”

8 and any subsequent permutation, alteration, or variation of such contracts that facially involve,  
9 relate to, or reference sports, constitute or mimic sports betting, or any other potential class III  
10 gaming activity.

11 The Tribes further respectfully request that Court enjoin Kalshi from marketing its sports  
12 contracts as “legal in all 50 states” or any variation of that phrase or similar representation  
13 regarding the nationwide legality of these gaming contracts.

14 This motion is based on this notice, the Complaint for Declaratory and Injunctive Relief  
15 (ECF No. 1); the accompanying Memorandum of Points and Authorities; the supporting  
16 declarations filed herewith; the request for judicial notice filed herewith; all pleadings already on  
17 file with the Court in this case; and any matters properly before the Court.

18  
19 DATED: September 4, 2025

Respectfully Submitted,

RAPPORT AND MARSTON

21 By: /s/ Lester J. Marston  
22 LESTER J. MARSTON,  
23 Attorney for Plaintiffs  
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AUTHORITIES IN SUPPORT OF  
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## I. INTRODUCTION

Defendants Kalshi Inc. and KalshiEX LLC (“Kalshi”) are engaging in sports betting, which is class III gaming as defined in the Indian Gaming Regulatory Act, 25 U.S.C. §§ 2701-2721 (“IGRA”). Kalshi initially made a name for itself by offering controversial contracts allowing consumers to bet on the outcome of the 2024 Presidential election, which Kalshi claimed was distinct from gaming. In a matter of months, however, Kalshi expanded from betting on election results to single game bets on the outcomes of the Super Bowl and the March Madness college basketball tournament, and has now expanded to prop bets on player performance, point spread, and over/unders.<sup>1</sup> And as of September 2, 2025, Kalshi has self-certified a contract that would allow for parlays on sporting events.<sup>2</sup>

Kalshi has admitted<sup>3</sup> that its sports event contracts constitute gaming under the Commodities Exchange Act, 7 U.S.C. § 1, et seq. (“CEA”) and the Commodities Futures Trading Commission’s (“CFTC”) regulations, and has advertised its contracts as sports betting to target a consumer demographic interested in sports betting. Kalshi is intentionally entering the field of class III gaming, which subjects Kalshi to regulation under IGRA when its app-based gaming reaches consumers on Plaintiff Tribes’ “Indian lands.” 25 U.S.C. §§ 2703(4)(A)-(B).<sup>4</sup>

Kalshi claims that its activities are commodities contracts or swaps (“gaming contracts” or “contracts”) regulated by the CFTC pursuant to the CEA and, because the CFTC has not chosen to review its gaming contracts, Kalshi’s contracts comply with the CEA and the CFTC regulations.

<sup>1</sup> Dustin Gouker, *News: Kalshi Can Now Offer Point Spreads, Totals And TD Props For Football Games*, Event Horizon (Aug. 18, 2025), <https://nexteventhorizon.substack.com/p/news-kalshi-can-now-offer-point-spreads-totals-football>.

<sup>2</sup> *KalshiEX LLC – CFTC Regulation 40.2(a) Notification Regarding the Initial Listing of the “Will <outcomes> occur in <events>?” Contract*, Commodity Futures Trading Commission (Sep. 2, 2025), <https://www.cftc.gov/sites/default/files/filings/ptc/25/09/ptc09022529868.pdf>.

<sup>3</sup> Appellee’s Br. at 17, *KalshiEX LLC v. CFTC*, No. 24-5205, 2024 WL 4802698 (D.C. Cir. Nov. 15, 2024); Defs.’ Opp’n to Pl.’s Mot. for Prelim. Inj., Doc. 26 at 20, 27, *KalshiEX, LLC v. John A. Martin, et al.*, 1:25-cv-01283-ABA (D. Md. May 9, 2025).

<sup>4</sup> IGRA defines Indian lands as “all lands within the limits of any Indian reservation; and . . . any lands title to which is either held in trust by the United States for the benefit of any Indian tribe or individual or held by any Indian tribe or individual subject to restriction by the United States against alienation and over which an Indian tribe exercises governmental power.” 25 U.S.C. § 2703(4).

1 Kalshi is wrong. Kalshi's contracts are not CEA compliant because Kalshi did not meet its  
2 obligations under the CEA and CFTC regulations with respect to the self-certification process.  
3 Specifically, Kalshi's contracts facially involve sports gaming, prohibited by the CEA and CFTC  
4 regulations, and Kalshi's self-certifications do not address compliance issues, let alone rebut the  
5 regulatory presumption that its contracts are contrary to the public interest. *See* 17 C.F.R. §§ 40.11,  
6 40.2, 40.3. Kalshi, as a Designated Contract Market ("DCM") and the regulator of that  
7 marketplace, is offering prohibited gaming contracts in all fifty states, including on Indian lands  
8 within the boundaries of each state.

9 Class III gaming on Indian lands must be conducted in accordance with the IGRA and is  
10 regulated exclusively by Indian tribes and states and subject to federal regulatory oversight. 25  
11 U.S.C. §§ 2701–2721. IGRA comprehensively regulates the field of Indian gaming and assigns  
12 specific regulatory roles for tribes, states, and federal agencies. *See, e.g.*, 25 U.S.C. § 2702. IGRA  
13 preempts the field of regulation of Indian gaming and conveys to the Tribes a right to enjoin  
14 unlawful class III gaming on their Indian lands. 25 U.S.C. § 2710(d)(7)(A)(ii). Because Kalshi is  
15 intentionally targeting the sports betting consumer and engaging in sports betting in a manner that  
16 allows persons and entities to engage in class III sports betting on Indian lands, Kalshi's activities  
17 violate IGRA, the Tribal-State Compact entered into by the Picayune Rancheria of Chukchansi  
18 Indians ("Picayune"), the Secretarial Procedures issued to the Blue Lake Rancheria ("Blue Lake")  
19 and the Chicken Ranch Rancheria of Me-Wuk Indians ("Chicken Ranch"), and the Tribal Gaming  
20 Ordinances enacted by the Plaintiff Tribes in accordance with IGRA to regulate class III gaming  
21 activity on their Indian lands.

22 The Tribes, therefore, request that the court issue an order enjoining Kalshi from offering  
23 any future gaming contracts within the Plaintiff Tribes' Indian lands. The Tribes also request that  
24 the court issue an order enjoining Kalshi from deploying false and misleading advertisements  
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1 related to their gaming contracts such as advertisements that indicate that these contracts are “legal  
2 in all 50 states.”<sup>5</sup>

3 Below, the Tribes will demonstrate that the Tribes satisfy each of the factors necessary to  
4 entitle them to preliminary injunctive relief consistent with the statutory relief prescribed by IGRA  
5 and the Lanham Act because: (1) Kalshi’s gaming contracts are presumptively contrary to the  
6 public interest and, because Kalshi failed to rebut such presumption through the self-certification  
7 process, Kalshi’s contracts are unlawful; (2) as the primary regulator of its DCM, Kalshi is placing  
8 unlawful class III gaming contracts in the stream of commerce that reach consumers on Indian  
9 lands; (3) IGRA comprehensively regulates the field of class III gaming on Indian lands and  
10 establishes a tribal right to enjoin unlawful class III gaming activity on such Indian lands; and (4)  
11 Kalshi’s marketing strategy deploys false and misleading advertisements to promote its “sports  
12 betting.”

## 13 II. LEGAL BACKGROUND

14 The CFTC is an independent federal agency that regulates financial derivative markets in  
15 accordance with the CEA. 7 U.S.C. § 1 *et seq.*; 17 C.F.R. § 1 *et seq.*; *see generally KalshiEX LLC*  
16 *v. Commodity Futures Trading Comm’n*, No. CV 23-3257 (JMC), 2024 WL 4164694, at \*2–3  
17 (D.D.C. Sept. 12, 2024), *dismissed*, No. 24-5205, 2025 WL 1349979 (D.C. Cir. May 7, 2025)  
18 (reviewing the evolution of the CEA and the implementing CFTC regulations). The CFTC is  
19 responsible for administering and enforcing the CEA, and the statute vests the CFTC with  
20 jurisdiction to regulate various types of commodities, futures, and swaps on regulated exchanges,  
21 as well as the authority to promulgate implementing regulations. *See generally* 7 U.S.C. § 2  
22 (establishing CFTC jurisdiction to regulate agreements and transactions involving swaps or  
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27 <sup>5</sup> Dustin Gouker, *Ten Times Kalshi Said People Could Bet On Things*, Event Horizon (Apr. 3,  
28 2025), <https://nexteventhorizon.substack.com/p/ten-times-kalshi-said-people-could>.

contracts of sale of a commodity for future delivery, traded or executed on a Designated Contract Market).<sup>6</sup>

The CFTC is vested with the authority to evaluate contracts that pertain to excluded commodities, defined in 7 U.S.C. § 1a(19), and determine whether those contracts are contrary to the public interest. 7 U.S.C. § 7a-2(c)(5)(C).<sup>7</sup> Consistent with its vested authority to evaluate whether contracts are contrary to the public interest, the CFTC promulgated regulations prohibiting registered entities from listing contracts pertaining to excluded commodities and similar activities. 17 C.F.R. § 40.11(a) (“A registered entity **shall not list** for trading or accept for clearing on or through the registered entity [a contract] that involves, relates to, or references terrorism, assassination, war, **gaming**, or an activity that is unlawful under any State or Federal law [or] an activity that is similar to an activity enumerated [herein]”) (emphasis added). As a result, the CFTC regulations prohibit a registered entity, such as Kalshi, from offering contracts that involve excluded commodities, such as gaming. Neither the CEA nor the CFTC regulations define “gaming.” *KalshiEX LLC*, 2024 WL 4164694, at \*4, \*8; *see generally* Proposed rules for Events Contracts, 89 Fed. Reg. 48968-01, \*48974–\*48977 (June 10, 2024) (discussing lack of definition of “gaming” in the CEA/CFTC regulations and proposing a definition).

Registered entities, such as Kalshi, seeking approval to list contracts pertaining to enumerated excluded commodities can voluntarily submit prospective contracts to the CFTC for a determination that the contracts comply with the CEA and are not contrary to the public interest. 17 C.F.R. § 40.3. Section 40.3 specifies that this mechanism is for seeking approval of “a new product,” or “if a product was initially submitted under § 40.2 . . . .” 17 C.F.R. § 40.3(a). Kalshi has chosen not to avail itself of CFTC approval prior to offering its gaming contracts on its DCM.

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<sup>6</sup> A DCM, defined in 17 C.F.R. § 1.3 and also known as a “futures exchange,” is a “board of trade” designated as a contract market by the CFTC. A “board of trade,” is defined in 7 U.S.C. § 1a(6) as an “organized exchange or other trading facility.” Those terms, in turn, are defined in 7 U.S.C. §§ 1a(37) and (51).

<sup>7</sup> Note that “[t]he reference to ‘1a(2)(i)’ [in 7 U.S.C. § 7a-2(c)(5)(C)] is nonsensical because neither CEA § 1a(2)(i) nor CEA § 1a(2) appear in the definition of ‘appropriate Federal banking agency.’ The authors [of the article] believe that Congress instead meant to refer to CEA § 1a(19)(i), a reading consistent with CEA [§ 7a-2(c)(5)(C)]’s focus on excluded commodities.” ARTICLE: STATES’ BIG GAMBLE ON SPORTS BETTING, 12 UNLV Gaming L.J. 53, 67.

1 *See KalshiEX LLC v. Martin*, No. 25-cv-1283-ABA, 2025 U.S. Dist. LEXIS 147815, at \*10 (D.  
 2 Md. Aug. 1, 2025) (“Although Kalshi could have requested pre-approval from the Commission  
 3 regarding whether Kalshi could lawfully conduct sports betting on its platform, *id.* § 7a-2(c)(4)(A),  
 4 instead on January 24, 2025, Kalshi self-certified and began listing sports-event contracts on its  
 5 exchange, allowing users to place positions on which teams will advance in certain rounds of the  
 6 NCAA College Basketball Championship or who will win the U.S. Open Golf Championship.”)  
 7 (internal citations omitted).

8 The CFTC has promulgated regulations that allow registered entities to self-certify event  
 9 contracts through 17 C.F.R. § 40.2. Where self-certified products or contracts present compliance  
 10 issues, the self-certifying registered entity must provide a “concise explanation and analysis that  
 11 is complete” concerning “the underlying commodity, and the [contract’s] compliance with  
 12 applicable provisions of the [CEA], including core principles, and the [CFTC] regulations  
 13 thereunder.” 17 C.F.R. § 40.2(a)(3)(v). Kalshi’s self-certifying documents fail to address  
 14 compliance concerns arising from contracts that facially involve gaming, let alone rebut the  
 15 presumption that such contracts are prohibited as contrary to the public interest. Pls.’ Req. for  
 16 Judicial Notice ¶¶ 1-5, Ex. 1-5. Kalshi’s gaming contracts, therefore, are presumptively prohibited  
 17 and therefore presumptively unlawful.

18 Lack of CFTC regulation and review under 17 C.F.R. § 40.11 does not constitute  
 19 compliance with the CEA and the CFTC regulations. 17 C.F.R. § 40.3 is the only regulatory  
 20 mechanism that compels CFTC contract review. The CEA and CFTC regulations do not require  
 21 that the CFTC review every proposed contract or swap, and the CFTC staff lacks the resources to  
 22 review Kalshi’s expanding gaming contract market. Event Contracts, *supra*, 89 FR 48968-01 at  
 23 \*48969 (“From a resource allocation perspective . . . a single § 40.11(c) review is resource-  
 24 intensive and consumes hundreds of hours of staff time.”). Primary responsibility for the regulation  
 25 of Kalshi’s DCM and the evaluation of whether Kalshi’s products comply with the CEA and the  
 26 CFTC regulations rests with Kalshi. Kalshi is, thus, a de facto regulator, primarily responsible for  
 27 regulating its DCM. Since Kalshi is targeting the sports betting market in all fifty states, which  
 28

necessarily includes the Indian lands located in each state, Kalshi is offering class III gaming contracts, in conflict with the CEA, that interfere with the regulation of class III Indian gaming in accordance with IGRA.

It is well-settled that IGRA comprehensively regulates the field of Indian gaming and establishes that the Tribes and states, under federal oversight, have the exclusive right to regulate gaming on Indian lands. *See, e.g.*, 25 U.S.C. § 2702; *In re Indian Gaming Related Cases*, 331 F.3d 1094, 1096 (9th Cir. 2003) (“IGRA is an example of ‘cooperative federalism’ in that it seeks to balance the competing sovereign interests of the federal government, state governments, and Indian tribes, by giving each a role in the regulatory scheme.” (quoting *Artichoke Joe’s v. Norton*, 216 F. Supp. 2d 1084, 1092 (E.D. Cal. 2002), *aff’d sub nom. Artichoke Joe’s California Grand Casino v. Norton*, 353 F.3d 712 (9th Cir. 2003)); *Michigan v. Bay Mills Indian Cmty.*, 572 U.S. 782, 795 (2014) (“Everything—literally everything—in IGRA affords tools (for either state or federal officials) to regulate gaming on Indian lands, and nowhere else.”); *Gaming Corp. of Am. V. Dorsey & Whitney*, 88 F.3d 536, 546–47 (8th Cir. 1996). IGRA was enacted in accordance with the unique trust relationship between the federal government and Indian tribes, and Congress enacted IGRA to alleviate burdens on federal resources and promote tribal sovereignty, tribal self-government, and tribal self-determination through tribal economic self-sufficiency, namely, through tribal gaming. *See generally* 1 Cohen’s Handbook of Federal Indian Law § 6.04[3] (2025) (discussing the history and context of the trust relationship between tribes and the federal government); 25 U.S.C. §§ 2701–2702. In contrast to other federal gambling laws, IGRA does not carve out an exception for contracts offered in accordance with the CEA. *Contrast* IGRA, 25 U.S.C. §§ 2701–2721 (establishing that IGRA occupies the field of class III Indian gaming), *with* the Unlawful Internet Gambling Enforcement Act (“UIGEA”), 31 U.S.C. §§ 5361–5367, specifically 31 U.S.C. §§ 5362(1)(E)(ii)–(iv) (establishing exemptions for transactions under the CEA and excluding such transactions from the definition of “bet” or “wager”).

Regulations promulgated in accordance with IGRA establish that sports betting constitutes class III gaming activity. 25 C.F.R. § 502.4 (“Class III gaming means all forms of gaming that are



not class I gaming or class II gaming, including but not limited to . . . sports betting and pari-mutuel wagering including but not limited to wagering on horse racing, dog racing or jai alai . . . .”). IGRA also establishes the Tribes’ right to enjoin unlawful gaming activity on Indian lands. 25 U.S.C. § 2710(d)(7)(A)(ii) (“The United States district courts shall have jurisdiction over . . . any cause of action initiated by a State or Indian tribe to enjoin a class III gaming activity located on Indian lands and conducted in violation of any Tribal-State compact entered into under [IGRA] that is in effect . . . .”). Not only are the Tribes entitled to permanent injunctive relief under IGRA but, as set forth below, the Tribes satisfy each of the factors necessary to demonstrate that preliminary injunctive relief is appropriate. Without preliminary injunctive relief, the impermissible interference with tribal self-government will persist and frustrate the purposes for which IGRA was enacted – to promote tribal sovereignty, self-determination, and economic self-sufficiency of tribal governments. 25 U.S.C. §§ 2701–2702.

Additionally, the Lanham Act, specifically 15 U.S.C. § 1125, forbids any false or misleading description of fact, or false or misleading representation of fact, “which . . . in commercial advertising or promotion, misrepresents the nature, characteristics, [or] qualities . . . of his or her . . . goods, services, or commercial activities.” 15 U.S.C. § 1125(a)(1)(B). The Lanham Act was intended to make “actionable the deceptive and misleading use of marks,” and “to protect persons engaged in . . . commerce against unfair competition.” 15 U.S.C. § 1127. The Lanham Act creates a cause of action for unfair competition through misleading advertising or labeling. However, “the Lanham Act is at heart a consumer protection statute.” *TrafficSchool.com, Inc. v. Edriver Inc.*, 653 F.3d 820, 827 (9th Cir. 2011) (citing *U-Haul Int’l, Inc. v. Jartran, Inc.*, 681 F.2d 1159, 1162 (9th Cir. 1982)).

Kalshi’s myriad false and misleading statements about its platform, products, and services violate 15 U.S.C. § 1125(a)(1)(B). Their commercial advertising deliberately confuses consumers as part of a broader marketing strategy to attract a large consumer base. *See* Declaration of Skyler Kretz in Support of Plaintiffs’ Motion for a Preliminary Injunction (“Kretz Decl.”) ¶¶ 13, Ex. 13; 15, Ex. 15; 16, Ex. 16; 28-31, Ex. 28-31. Granting an injunction is necessary to protect consumers



1 from confusion resulting from Kalshi’s false and misleading marketing practices. Granting an  
 2 injunction here is also necessary to protect the Tribes’ ability to regulate class III gaming activity  
 3 on the Tribes’ Indian lands, and consequently tribal sovereignty and economic self-sufficiency.

### 4 **III. STANDARD FOR GRANTING A PRELIMINARY** **5 INJUNCTION**

6 To establish entitlement to preliminary injunctive relief, the moving party “[1] must  
 7 establish that he is likely to succeed on the merits, [2] that he is likely to suffer irreparable harm  
 8 in the absence of preliminary relief, [3] that the balance of equities tips in his favor, and [4] that  
 9 an injunction is in the public interest.” *Winter v. NRDC, Inc.*, 555 U.S. 7, 20 (2008). In cases such  
 10 as this one, where governments—the Tribes—are seeking an injunction, “these last two factors  
 11 merge.” *Drakes Bay Oyster Co. v. Jewell*, 747 F.3d 1073, 1092 (9th Cir. 2014). *See also Roman v.*  
 12 *Wolf*, 977 F.3d 935, 940-41 (9th Cir. 2020) (“Where the government is a party to a case in which  
 13 a preliminary injunction is sought, the balance of the equities and public interest factors merge.”);  
 14 *Fraihat v. United States Immigration & Customs Enf’t*, 16 F.4th 613, 657 (9th Cir. 2021) (“When  
 15 the government is a party, the balance of equities factor merges with the public interest  
 16 consideration.”); *City & Cty. of S.F. v. Trump*, No. 25-cv-01350-WHO, 2025 U.S. Dist. LEXIS  
 17 78603, at \*10 (N.D. Cal. Apr. 24, 2025) (“As government entities are parties to this case, the final  
 18 two factors merge.”); *Phong Thanh Nguyen v. Scott*, No. 2:25-cv-01398, 2025 U.S. Dist. LEXIS  
 19 142875, at \*6 (W.D. Wash. July 25, 2025) (“The final two *Winter* factors, which involve balancing  
 20 the equities and considering the public interest, merge when the Government is a party to a case.”).

21 “A preliminary injunction is an extraordinary remedy never awarded as of right.” *Winter*  
 22 *v. NRDC, Inc.*, 555 U.S. at 24 (citing *Munaf v. Geren*, 553 U.S. 674, 689–90 (2008)). “In each  
 23 case, courts ‘must balance the competing claims of injury and must consider the effect on each  
 24 party of the granting or withholding of the requested relief.’” *Id.* (quoting *Amoco Prod. Co. v. Vill.*  
 25 *of Gambell, AK*, 480 U.S. 531, 542 (1987)). “The function of an injunction is to afford preventive  
 26 relief, not to redress alleged wrongs which have been committed already.” *Lacassagne v. Chapuis*,  
 27 144 U.S. 119, 124 (1892). Stated differently, the general purpose of a preliminary injunction is to  
 28 protect the rights of the parties pending final determination of the action after a full hearing. *Lopez*

1 *v. Heckler*, 725 F.2d 1489, 1509 (9th Cir.), *cert. granted, judgment vacated on other grounds*, 469  
 2 U.S. 1082 (1984); *U.S. Philips Corp. v. KBC Bank N.V.*, 590 F.3d 1091, 1094 (9th Cir. 2010).

3 Additionally, the Ninth Circuit “has adopted and applied a version of [a] sliding scale  
 4 approach” in which “the elements of the preliminary injunction test are balanced, so that a stronger  
 5 showing of one element may offset a weaker showing of another. For example, a stronger showing  
 6 of irreparable harm to a plaintiff might offset a lesser showing of likelihood of success on the  
 7 merits.” *Alliance For The Wild Rockies v. Cottrell*, 632 F.3d 1127, 1131–1132 (9th Cir. 2011).

8 **a. Likelihood of Success on the Merits**

9 “To establish a likelihood of success, plaintiffs need not conclusively prove their case or  
 10 show that they are ‘more likely than not’ to prevail.” *Stewart v. City & Cnty. of San Francisco,*  
 11 *California*, 608 F. Supp. 3d 902, 911 (N.D. Cal. 2022), *aff’d sub nom. Stewart v. City & Cnty. of*  
 12 *San Francisco*, No. 22-16018, 2023 WL 2064162 (9th Cir. Feb. 17, 2023) (citing *Univ. of Texas*  
 13 *v. Camenisch*, 451 U.S. 390, 395 (1981)). “Rather, a ‘fair chance’ of success is the standard for  
 14 granting preliminary injunctive relief.” *Id.* (quoting *Benda v. Grand Lodge of Int’l Ass’n of*  
 15 *Machinists & Aerospace Workers*, 584 F.2d 308, 315 (9th Cir. 1978)).

16 IGRA establishes the Tribes’ right to permanently enjoin class III gaming in violation of  
 17 their respective Compacts or Secretarial Procedures. 25 U.S.C. § 2710(d)(7)(A)(ii). As articulated  
 18 above, Kalshi’s contracts are presumptively contrary to the public interest and are, therefore,  
 19 prohibited from being listed under the CEA and CFTC Regulations. As the licensed operator of its  
 20 DCM, Kalshi has taken substantial steps toward attracting consumers interested in engaging in  
 21 sports betting activity, which is class III gaming activity. *See Kretz Decl.* 16, Ex. 16; 28-31, Ex.  
 22 28-31; *see also* 25 C.F.R. § 502.4(c). The defects in Kalshi’s self-certifications and lack of CEA  
 23 compliance arising therefrom, coupled with Kalshi’s targeting of the class III gaming market,  
 24 compel the conclusion that Kalshi’s contracts constitute class III gaming which, on Indian lands,  
 25 is expressly precluded by IGRA.

26 Because IGRA precludes such unauthorized class III gaming, there is a substantial  
 27 likelihood that the Tribes will prevail on the merits of their IGRA claim. Therefore, the relief  
 28

requested by the Tribes is the appropriate, statutorily imposed relief, and the Court should grant the Tribes’ Motion for Preliminary Injunction.

Even if the Court accepts the proposition that Kalshi’s contracts comport with the CEA and CFTC regulations, which they do not, IGRA must control gaming activity on Indian lands if the CEA and CFTC regulations permit some commodities contracts that involve gaming. Kalshi would then be compelled to advocate for an interpretation of the CEA that permits gaming contracts on Indian lands, creating a conflict between the CEA and IGRA. IGRA is clear, when tribal gaming activity is conducted in accordance with IGRA, “Indian tribes have the exclusive right to regulate gaming activity on Indian lands . . . .” 25 U.S.C. § 2701(5). Thus, “Kalshi’s proposed statutory interpretation would necessarily entail at least a partial implied repeal of the IGRA . . . .” *KalshiEX LLC v. Martin*, 1:25-cv-01283-ABA, Doc. 70 at \*23 (D. Md. Aug. 1, 2025) (denying Kalshi’s motion for injunctive relief for failure to establish likelihood of success on merits).

“The cardinal rule is that repeals by implication are not favored.” *Posadas v. Nat’l City Bank of New York*, 296 U.S. 497, 503 (1936). “When there are two [federal] acts upon the same subject, the rule is to give effect to both if possible.” *Morton v. Mancari*, 417 U.S. 535, 551 (1974) (quoting *United States v. Borden Co.*, 308 U.S. 188, 198 (1939)). “Where there is no clear intention otherwise, a specific statute will not be controlled or nullified by a general one, regardless of the priority of enactment.” *Id.* at 550–551. “It is a basic principle of statutory construction that a statute dealing with a narrow, precise, and specific subject is not submerged by a later enacted statute covering a more generalized spectrum.” *Radzanower v. Touche Ross & Co.*, 426 U.S. 148, 153 (1976).

IGRA comprehensively regulates one subject: gaming on Indian lands, without exception. *See* 31 U.S.C. § 5362(1)(E) (creating an exemption for commodities contracts under UIGEA). Interpreting the CEA to permit gaming contracts that constitute sports betting—or activity that otherwise falls within the scope of gaming activity under IGRA—on Indian lands would be tantamount to an implied repeal of IGRA. Even if it is theoretically possible for a commodities

1 contract involving gaming to comport with the public interest and, thereby, be lawful under the  
 2 CEA and CFTC regulations, if such contracts constitute gaming activity that falls within the scope  
 3 of IGRA and those contracts are offered on Indian lands, the contracts must comply with IGRA,  
 4 its implementing regulations, the applicable compact or secretarial procedures, and the applicable  
 5 tribal gaming ordinance. (“class III gaming activities shall be lawful on Indian lands **only** if such  
 6 activities are- (A) authorized by an ordinance...that- (i) is adopted by the gaming body of the  
 7 Indian tribe...” (emphasis added). 25 U.S.C. § 2710 (d)(1). Kalshi’s contracts unequivocally do  
 8 not comply with IGRA. Thus, even if the Court were to determine that Kalshi’s self-certifications  
 9 comply with the CEA and CFTC regulations, Kalshi’s activity would still constitute class III  
 10 gaming activity located on Indian lands and conducted in violation of the Tribes’ Compact,  
 11 Secretarial Procedures, and Gaming Ordinance. *See* 25 C.F.R. § 502.4(c). Therefore, the Tribes  
 12 are likely to succeed on the merits of their IGRA claim.

13 Additionally, the Tribes can demonstrate that the Defendants are liable for false  
 14 advertising. The elements of a false advertising claim under section 1125(a)(1)(B) of the Lanham  
 15 Act are: (1) a false statement of fact by the defendant in a commercial advertisement about its own  
 16 or another’s product; (2) the statement actually deceived or has the tendency to deceive a  
 17 substantial segment of its audience; (3) the deception is material, in that it is likely to influence the  
 18 purchasing decision; (4) the defendant caused its false statement to enter interstate commerce; and  
 19 (5) the plaintiff has been or is likely to be injured as a result of the false statement, either by direct  
 20 diversion of sales from itself to defendant or by a lessening of the goodwill associated with its  
 21 products. *Southland Sod Farms v. Stover Seed Co.*, 108 F.3d 1134, 1139 (9th Cir. 1997). A plaintiff  
 22 may establish the “falsity” of the advertisement in one of two ways—by “show[ing] that the  
 23 statement was literally false, either on its face or by necessary implication, or that the statement  
 24 was literally true but likely to mislead or confuse consumers.” *Id*; *Suzie’s Brewery Co. v. Anheuser-*  
 25 *Busch Companies, LLC*, 519 F. Supp. 3d 839, 846 (D. Or. 2021) (“*Suzie’s Brewery*”).

26 “When an advertisement is shown to be literally or facially false, consumer deception is  
 27 presumed, and ‘the court may grant relief without reference to the advertisement’s [actual] impact  
 28

on the buying public.” *Time Warner Cable, Inc. v. DIRECTV, Inc.*, 497 F.3d 144, 153 (2d Cir. 2007) (quoting *Coca-Cola Co. v. Tropicana Prods., Inc.*, 690 F.2d 312, 317 (2d Cir. 1982)); *Suzie’s Brewery*, 519 F. Supp. 3d at 846; see 15 U.S.C. § 1116(a) (“A plaintiff seeking any such injunction shall be entitled to a rebuttable presumption of irreparable harm . . . upon a finding of likelihood of success on the merits for a violation identified in this subsection in the case of a motion for a preliminary injunction . . .”). “Only an unambiguous message, however, can be literally false.” *Suzie’s Brewery*, 519 F. Supp. 3d at 846 (citing *Time Warner*, 497 F.3d at 158). “Therefore, if the language or graphic is susceptible to more than one reasonable interpretation, the advertisement cannot be literally false.” *Id.*

Kalshi published an advertisement on January 23, 2025, with the headline that asserted: “Sports Betting Legal in all 50 States on Kalshi,” which included the statement: “Breaking News: You can now bet on sports in all 50 states with Kalshi.” Gouker article, *supra* page 2. These statements are not susceptible to more than one reasonable interpretation; the only reasonable interpretation is that Kalshi offers “sports betting” and that sports betting is “legal in all 50 states.” These statements are literally false. First, states either criminally prohibit or strictly regulate sports betting activity. See e.g., Cal. Penal Code § 337a(1). Thus, on its face, sports betting is not legal in all fifty states and is not legal in California. Second, at the federal level, IGRA and the Wire Act, 18 U.S.C. § 1084, prevent such conduct. Kalshi’s assertion that its “sports betting” is “legal in all 50 states” relies on the presumed preemptive force of the CEA, a caveat that cannot be reasonably ascertained from the plain language of the advertisement. Significantly, Kalshi’s contracts are not legal in all fifty states because, as shown above, Kalshi’s contracts do not comply with the CEA, as they are presumptively contrary to the public interest and, pursuant to 17 C.F.R. § 40.11, Kalshi was prohibited from offering its gaming contracts to consumers.

Even if Kalshi’s advertisements were not facially false, they are false by necessary implication. Under “the false-by-necessary-implication doctrine, ‘[i]f the words or images, considered in context, necessarily imply a false message, the advertisement is literally false[,] and no extrinsic evidence of consumer confusion is required.’” *Suzie’s Brewery*, 519 F. Supp. 3d at

846 (citing *Time Warner*, 497 F.3d at 158). On March 20, 2025, Kalshi advertised “Bet[ting] on March Madness in all 50 states,” which advertisement depicted a classroom with a computer and four phones displaying multiple basketball games, and asserted: “Really hope kids in high school still do this.” Kretz Decl. ¶ 31, Ex. 31. Considered in context, the text and images in Kalshi’s advertisement not only necessarily implies that betting on March Madness basketball games is legal in all fifty states, but implies that “kids in high school” can bet on March Madness basketball games. Kids in high school are typically under eighteen years old, and the plaintiff Tribes are unaware of any state or federal law that authorizes children under the age of eighteen to gamble on sports.

Kalshi’s advertisements promoting “legal” sports betting in all fifty states are, therefore, either facially false or false by necessary implication in light of the configuration of text and images and the mode of presentation in which Kalshi’s advertisements are communicated to consumers.

Even if the Court concludes that Kalshi’s advertisements are not literally false, these advertisements are still likely to mislead or confuse consumers, as social media users have expressed confusion and doubt regarding the legality of these contracts. *See* Kretz Decl. ¶¶ 7, Ex. 6; 9-11, Ex. 8-11; 18-21, Ex. 18-21; 40, Ex. 41; 41, Ex. 42-44; 46, Ex. 62. Kalshi’s advertisements on its social media accounts use the terms “betting” and “trading” in close proximity to one another, and sometimes within the same advertisement. Kretz Decl. ¶ 47, Ex. 63. The concern and confusion of the public is evident in social media users’ comments on Kalshi’s on-line advertising: “Betting culture is crazyyy”; “Didn’t Enron do the exact same thing?”; “I bet not traded”; “Enron is back baby!”; “Calling it a ‘trading app’ is crazy.”; and “1-800-GAMBLER”. Kretz Decl. ¶¶ 18, Ex. 18; 20-22, Ex. 20-22.

In sum, Kalshi is aggressively promoting contracts that do not comply with the CEA and conflict with IGRA and state gambling laws by communicating to consumers that Kalshi’s contracts and the consumers’ conduct is legal when such conduct is unlawful and, thus, likely criminal. Kalshi’s advertisements are likely to deceive a substantial segment of its audience in a manner that is likely to influence the purchasing decision of consumers and gamblers, and divert

business from the Tribes’ casinos to Kalshi. Declaration of Jason Ramos in Support of Plaintiffs’ Motion for a Preliminary Injunction (“Ramos Decl.”) ¶¶ 40, 41; *see also Southland Sod Farms*, 108 F.3d at 1139 (“the deception is material, in that it is likely to influence the purchasing decision [and] the plaintiff has been or is likely to be injured as a result of the false statement. . . by direct diversion of sales from itself to defendant . . .”). Because Kalshi’s advertisements are facially false, false by necessary implication, and mislead consumers, the Tribes are likely to prevail on the merits of their Lanham Act claim.

**b. Irreparable Harm**

“In every case in which the plaintiff wants a preliminary injunction he must show that he has ‘no adequate remedy at law,’ and . . . that he will suffer ‘irreparable harm’ if the preliminary injunction is not granted.” *Roland Mach. Co. v. Dresser Indus., Inc.*, 749 F.2d 380, 386 (7th Cir. 1984). “Only if he will suffer irreparable harm in the interim—that is, harm that cannot be prevented or fully rectified by the final judgment after trial—can he get a preliminary injunction.” *Id.* “[E]conomic injury alone does not support a finding of irreparable harm, because such injury can be remedied by a damage award.” *Arcsoft, Inc. v. Cyberlink Corp.*, 153 F. Supp. 3d 1057, 1071 (N.D. Cal. 2015) (quoting *Rent-A-Ctr., Inc. v. Canyon Television & Appliance Rental, Inc.*, 944 F.2d 597, 603 (9th Cir. 1991)).

It is well-settled that impermissible interference with tribal self-government and, necessarily, tribal sovereignty, constitutes irreparable harm. Indian tribes are irreparably harmed by unlawful deprivations of their jurisdictional authority. *Ute Indian Tribe of the Uintah & Ouray Rsrv. v. Utah*, 790 F.3d 1000, 1005 (10th Cir. 2015) (the Tenth Circuit has “repeatedly stated that such an invasion of tribal sovereignty [enforcing state law on Indian land] can constitute irreparable injury”); *Tohono O’Odham Nation v. Schwartz*, 837 F. Supp. 1024, 1034 (D. Ariz. 1993) (“The harm to the Nation’s sovereignty cannot be remedied by any other relief other than an injunction precluding the . . . action from proceeding.”); *Comanche Nation v. United States*, 393 F. Supp. 2d 1196, 1205–1206, 1210–1211 (W.D. Okla. 2005). Encroachments on tribal sovereignty constitute an irreparable injury because the harm to tribal self-government is “not



easily subject to valuation.” *Prairie Band of Potawatomi Indians v. Pierce*, 253 F.3d 1234, 1250 (10th Cir. 2001); *see also EEOC v. Karuk Tribe Hous. Auth.*, 260 F.3d 1071, 1077 (9th Cir. 2001) (“Assuming that the Tribe is correct in its analysis with respect to jurisdiction, the prejudice of subjecting the Tribe to a subpoena for which the agency does not have jurisdiction results in irreparable injury vis-a-vis the Tribe’s sovereignty.”); *Choctaw Nation of Oklahoma v. State of Oklahoma*, 724 F. Supp. 2d 1182, 1187 (W.D. Okla. 2010) (holding remedies at law are inadequate to remedy unlawful assertions of state jurisdiction in Indian Country).

While the court decisions addressing the irreparable injury arising from encroachment on tribal sovereignty have usually involved attempts by states to extend their jurisdictional reach to activities on Indian lands, the reasoning of those decisions applies equally well to Kalshi conducting class III gaming on Indian lands in violation of IGRA and the Tribes’ laws.

Tribes have the exclusive authority<sup>8</sup> to conduct, or to authorize a third-party entity to conduct,<sup>9</sup> gaming pursuant to a compact or procedures on their Indian lands, in accordance with IGRA and its implementing regulations. Kalshi’s conducting of class III gaming on Indian lands without authorization from a tribe pursuant to a compact, secretarial procedures, or a management contract impermissibly encroaches upon and interferes with the right and ability of the Tribes to regulate that gaming and, thereby, to govern themselves. Ramos Decl. ¶¶ 38-40; Declaration of Joseph Mathiesen-Powell in Support of Plaintiffs’ Motion for a Preliminary Injunction (“Mathiesen-Powell Decl.”) ¶ 27; Declaration of Ian DeVries in Support of Plaintiffs’ Motion for a Preliminary Injunction (“DeVries Decl.”) ¶¶ 3-7; Declaration of Steve Carrillo in Support of Plaintiffs’ Motion for a Preliminary Injunction (“Carrillo Decl.”) ¶¶ 12-17.

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<sup>8</sup> Cal. Const. Art. IV. § 19 (f)(giving California Indian Tribes the exclusive right to utilize slot machines and play house banked and percentage card games), *see also, In re Indian Gaming Related Cases*, 331 F.3d 1094 (9th Cir. 2003)

<sup>9</sup> *See* 25 U.S.C. §§ 2710(d)(9) and 2711; 25 C.F.R. § 502.15 (establishing a regulatory mechanism by which tribes can enter into a contract that “provides for the management of all or part of a gaming operation.”); 25 C.F.R. § 533.7 (establishing by regulation that unapproved management contracts are void ab initio); *Catskill Dev., L.L.C. v. Park Place Entm’t Corp.*, 547 F.3d 115, 120 (2d Cir. 2008).



Injunctive relief is the only remedy that can restore the Tribes’ inherent governmental right to police and regulate the activity occurring within their lands and prevent further harm to tribal sovereignty. Therefore, the Court should grant the Tribes’ request for injunctive relief to prevent the ongoing threat to tribal sovereignty, the impermissible interference with tribal self-government, and the regulation of class III gaming activity on the Tribes’ Indian lands.

The Tribes’ monopoly on class III gaming activity in California is the result of substantial time, effort, and money, painstaking negotiations with the State of California, decades of litigation and lobbying for favorable legislation, and a political campaign that resulted in an amendment to the California Constitution. Ramos Decl. ¶¶ 12-27; Mathiesen-Powell Decl. ¶¶ 11-25, 27; Declaration of Tracey Hopkins in Support of Plaintiffs’ Motion for a Preliminary Injunction (“Hopkins Decl.”) ¶¶ 9-16. The Tribes spent decades establishing and securing the class III gaming market, and Kalshi has destabilized the Tribes’ market in a matter of months. Ramos Decl. ¶¶ 12-27; Mathiesen-Powell Decl. ¶¶ 11-25, 27; Hopkins Decl. ¶¶ 9-16. Importantly, Kalshi offers sports betting, which the Tribes cannot legally offer pursuant to Picayune’s Compact<sup>10</sup>, and Blue Lake’s<sup>11</sup> and Chicken Ranch’s<sup>12</sup> Secretarial Procedures. The Court should therefore grant the Tribes’ request for preliminary injunctive relief to prevent ongoing harm to tribal sovereignty and the Tribes’ class III gaming markets.

Additionally, Kalshi’s false and deceptive advertising, which includes claims of “legal sports betting” and that its gaming contracts are “legal in all 50 states,” is causing specific, concrete

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<sup>10</sup> *Tribal-State Compact Between the State of California and the Chukchansi Indians*, Bureau of Indian Affairs (May 16, 2000), [https://www.bia.gov/sites/default/files/dup/assets/as-ia/oig/pdf/508\\_compliant\\_2000.05.16\\_picayune\\_rancheria\\_tribal\\_state\\_gaming\\_compact\\_1.pdf](https://www.bia.gov/sites/default/files/dup/assets/as-ia/oig/pdf/508_compliant_2000.05.16_picayune_rancheria_tribal_state_gaming_compact_1.pdf); *Third Amendment to the Tribal-State Compact to Extend the Compact Term*, Bureau of Indian Affairs (Feb. 20, 2025), [https://www.bia.gov/sites/default/files/dup/assets/as-ia/oig/pdf/508\\_compliant\\_2025.02.20\\_picayune\\_rancheria\\_of\\_chukchansi\\_indians\\_tribal\\_state\\_gaming\\_compact\\_third\\_amendment%29.pdf](https://www.bia.gov/sites/default/files/dup/assets/as-ia/oig/pdf/508_compliant_2025.02.20_picayune_rancheria_of_chukchansi_indians_tribal_state_gaming_compact_third_amendment%29.pdf).

<sup>11</sup> *Class III Gaming Secretarial Procedures for The Blue Lake Rancheria, California*, Bureau of Indian Affairs (Jan. 31, 2024), [https://www.bia.gov/sites/default/files/dup/assets/as-ia/oig/pdf/508\\_compliant\\_2024.01.31\\_blue\\_lake\\_rancheria\\_secretarial\\_procedures.pdf](https://www.bia.gov/sites/default/files/dup/assets/as-ia/oig/pdf/508_compliant_2024.01.31_blue_lake_rancheria_secretarial_procedures.pdf).

<sup>12</sup> *Class III Gaming Secretarial Procedures for The Chicken Ranch Rancheria of Me-Wuk Indians of California*, Bureau of Indian Affairs (Jan. 31, 2024), [https://www.bia.gov/sites/default/files/dup/assets/as-ia/oig/pdf/508\\_compliant\\_2024.01.31\\_chicken\\_ranch\\_rancheria\\_secretarial\\_procedures.pdf](https://www.bia.gov/sites/default/files/dup/assets/as-ia/oig/pdf/508_compliant_2024.01.31_chicken_ranch_rancheria_secretarial_procedures.pdf).

1 harm that cannot be fully compensated. Crucially, having demonstrated that Kalshi's  
 2 advertisements are facially false or false by necessary implication above, the Tribes are entitled to  
 3 a presumption of irreparable harm under the Lanham Act. 15 U.S.C. § 1116(a); *see Time Warner*,  
 4 497 F.3d at 153; *Suzie's Brewery*, 519 F. Supp. 3d at 846.

5 The Tribes have invested significant resources in establishing a strictly regulated Class III  
 6 gaming market, and Kalshi's false advertising interferes with the Tribes' authority and ability to  
 7 regulate this market. Ramos Decl. ¶¶ 33-41. By falsely and misleadingly representing their  
 8 unregulated activities as lawful and likening them to sports betting, Kalshi confuses the public and  
 9 undermines the Tribes' carefully developed and regulated Class III gaming market. *See Kretz Decl.*  
 10 ¶¶ 7, Ex. 6; 9, Ex. 8; 11, Ex. 11; Ramos Decl. ¶¶ 40, 41. The Tribes' gaming authority is contingent  
 11 on maintaining a clear distinction between legal and illegal operations. Kalshi's advertisements  
 12 erode this distinction, forcing the Tribes to compete with an unregulated entity, which harms their  
 13 market positions and the integrity of their regulated businesses.

#### 14 **c. The Balance of the Equities Favors the Tribes**

15 In assessing whether to grant a request for injunctive relief, a court "must balance the  
 16 competing claims of injury and must consider the effect on each party of the granting or  
 17 withholding of the requested relief." *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 24 (2008)  
 18 (quoting *Amoco Prod. Co. v. Vill. of Gambell, AK*, 480 U.S. 531, 542 (1987)). The *Winter* factors  
 19 may be evaluated on a sliding scale, such that preliminary relief may be issued when the moving  
 20 party demonstrates "that serious questions going to the merits were raised and the balance of  
 21 hardships tips sharply in the plaintiff's favor." *Cnty. Legal Servs. in E. Palo Alto v. United States*  
 22 *Dep't of Health & Hum. Servs.*, No. 25-CV-02847-AMO, 2025 WL 973318, at \*3 (N.D. Cal. Apr.  
 23 1, 2025), *appeal dismissed*, No. 25-2358, 2025 WL 1189827 (9th Cir. Apr. 18, 2025) (quoting *All.*  
 24 *for the Wild Rockies v. Cottrell*, 632 F.3d 1127, 1134–35 (9th Cir. 2011)).

25 Here, the balance of the equities tips sharply in favor of the Tribes. With respect to IGRA,  
 26 if Kalshi is enjoined from offering its contracts on the Tribes' Indian lands, Kalshi may lose profits  
 27  
 28

1 and incur costs. But injury to the Tribes' sovereignty and their right to govern themselves far  
2 outweighs those costs.

3 Additionally, the potential economic harm to Kalshi arising from injunctive relief granted  
4 to the Tribes is far less than if the CFTC initiated regulatory review under 17 C.F.R. § 40.11(c),  
5 during which the CFTC "shall request that a registered entity suspend the listing or trading of any  
6 agreement, contract, transaction, or swap based on an excluded commodity . . . ." 17 C.F.R. §  
7 40.11(c)(1). The Tribes seek only to enjoin Kalshi from offering its contracts involving sports  
8 within the boundaries of the Tribes' respective Indian lands prospectively. CFTC review, on the  
9 other hand, would require Kalshi to cease offering all contracts under review. Since Kalshi has  
10 failed to avail itself of CFTC review pursuant to 17 C.F.R. § 40.3, and since the CFTC, under the  
11 current administration, has demonstrated an inability<sup>13</sup> or unwillingness<sup>14</sup> to review and regulate  
12 Kalshi's unlawful gaming contracts, the only remedy available to the Tribes is injunctive relief  
13 granted by this Court, pursuant to the statutory remedy prescribed by IGRA.

14 In contrast to the minor harm Kalshi may suffer upon issuance of a preliminary injunction,  
15 the Tribes will suffer ongoing interference of core governmental functions. Shown above, IGRA  
16 establishes a comprehensive framework for regulating gaming activity on Indian lands, assigning  
17 specific roles to the federal government (the Department of the Interior and the National Indian  
18 Gaming Commission), state governments through the compacting process, and tribal governments  
19 through the compacting process and the enactment of tribal gaming ordinances. Kalshi's activity  
20 not only interferes with the Tribes' right to regulate gaming on their Indian lands, but also  
21 interferes with the rights and obligations of the State of California, as a party to the Picayune  
22 Rancheria of Chukchansi Indian's Compact, for the regulation of class III gaming, and interferes  
23 with the federal government's broad regulatory oversight of class III gaming.

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24  
25 <sup>13</sup> 89 FR 48968-01, \*48969 ("From a resource allocation perspective . . . a single § 40.11(c) review  
is resource-intensive and consumes hundreds of hours of staff time.")

26 <sup>14</sup> Statement of Commissioner Brian D. Quintenz on ErisX RSBIX NFL Contracts and Certain  
27 Event Contracts, *Any Given Sunday* (March 25, 2021), Pls.' Req. for Judicial Notice ¶ 6, Ex. 6  
28 (expressing unwillingness to evaluate whether commodities contracts are in the public interest:  
"[T]he Commission is not a moral arbiter. It is not an expert in determining what is in the public's  
interest, and it is certainly not equipped to tell the public what its interest *should* be.").

1           Additionally, Kalshi is or, in the future, will be thereby diverting profits from the Tribes  
 2 and affecting tribal gaming revenues, which are either the sole or the primary source of income for  
 3 the Tribes. Ramos Decl. ¶¶ 40-42; Mathiesen-Powell Decl. ¶¶ 25-27. Those revenues fund their  
 4 tribal governments and the programs and services provided to members of the Tribes and non-  
 5 members living on the Tribes' reservations. Ramos Decl. ¶¶ 42-52. Importantly, among those  
 6 programs, the Tribes offer programs to combat the harm of compulsive gambling. Ramos Decl. ¶  
 7 36. Neither the CEA, nor the CFTC regulations, nor Kalshi's self-certifications, provide any  
 8 preventative or remedial protections for compulsive behavior by consumers of app-based sports  
 9 betting.

10           Crucially, any potential economic or reputational harm to Kalshi arising from injunctive  
 11 relief granted to the Tribes is a consequence of Kalshi's own actions. Kalshi is conducting patently  
 12 unlawful, unregulated class III gaming in the form of sports betting, an activity that is subject to  
 13 stringent regulation to protect the public from the potential consequences of unregulated  
 14 gambling<sup>15</sup>. Because they have failed to fulfill the requirements for self-certification and have  
 15 failed to subject their products to an evaluation of the public interest by the CFTC, Kalshi cannot  
 16 assert that enjoining presumptively prohibited contracts from being offered on Indian lands, while  
 17 the Court evaluates whether Kalshi's contracts are CEA compliant and comport with the public  
 18 interest, constitutes a significant equitable consideration. Kalshi's choice to self-certify instead of  
 19 seeking affirmative approval of its gaming contracts evidences a calculated risk that either the  
 20 CFTC or a court would find its activities impermissible. On balance, disruptions of tribal  
 21 sovereignty and core governmental functions of the Tribal governments significantly outweigh  
 22 any potential harm to Kalshi, particularly since any harm to Kalshi is largely a product of its own  
 23 conduct and decision-making.

24 \_\_\_\_\_  
 25 <sup>15</sup> The bets placed by DeVries and Carrillo contain the elements of consideration (the bet or wager),  
 26 chance (the random outcome of the sporting event), and prize (the paying of money to winners and  
 27 collecting of money from losers) and constitutes gaming as defined by the NIGC's regulations and  
 28 the Tribe's Gaming Ordinance. In other words what Kalshi is doing is just plain old fashion sports  
 gambling.

Concerning Kalshi’s advertising practices, Kalshi will not suffer any legitimate hardship from the issuance of a preliminary injunction halting its false and misleading advertisements. “Indeed, there is no harm to a defendant from an injunction which prevents continuing dissemination of false statements.” *Pom Wonderful Ltd. Liab. Co. v. Purely Juice, Inc.*, No. CV-07-02633 CAS (JWJx), 2008 U.S. Dist. LEXIS 55426, at \*42 (C.D. Cal. July 17, 2008). Requiring a defendant to refrain from using false statements “... poses little, if any, harm to [the defendant].” *Id.* (internal citations omitted) (quoting *Sun Microsystems, Inc. v. Microsoft Corp.*, 87 F. Supp. 2d 992, 998 (N.D. Cal. 2000)).

Kalshi has knowingly made false statements to consumers through numerous advertising campaigns. The inconvenience arising from a court order directing Kalshi to cease false advertising pales in comparison to the harm incurred by the constitutional infringement of tribal sovereignty and diversion of essential gaming revenue, which the Tribes rely upon to provide essential services. The balance of hardships, therefore, weighs decidedly in favor of granting a preliminary injunction.

#### **d. Public Interest**

In deciding what issues affect the “public interest,” courts have given considerable weight to the carrying out of executive functions of the government as well as the intent of Congress. *See Winter*, 555 U.S. at 24 (“In this case, the District Court and the Ninth Circuit significantly understated the burden the preliminary injunction would impose on the Navy’s ability to conduct realistic training exercises, and the injunction’s consequent adverse impact on the public interest in national defense.”); *see also Starbucks Corp. v. McKinney*, 602 U.S. 339, 362 (2024) (“When addressing the public interest, courts must defer to Congress’s articulation of that interest in the [Act] itself.” (citing 29 U.S.C. § 151 (“It is . . . the policy of the United States to . . . encourag[e] . . . collective bargaining and . . . protec[t] the exercise by workers of full freedom of association, self-organization, and designation of representatives of their own choosing . . .”))); *Virginian Ry. Co. v. Sys. Fed’n No. 40*, 300 U.S. 515, 552 (1937) (“The fact that Congress has indicated its

1 purpose . . . is in itself a declaration of public interest and policy which should be persuasive in  
2 inducing courts to give relief.”).

3 Here, the CFTC regulations establish that contracts involving excluded commodities, such  
4 as gaming, are presumed to be contrary to the public interest. 17 C.F.R. § 40.11; *see also* 7 U.S.C.  
5 § 7a-2(c)(5)(C)(ii). The CFTC regulations also apply this presumption to “activity that is similar  
6 to” gaming, broadening the scope of the presumption that gaming activity is contrary to the public  
7 interest. 17 C.F.R. § 40.11(a)(2). As a result, the CFTC regulations prohibit a registered entity,  
8 such as Kalshi, from offering contracts that involve excluded commodities, such as gaming. 17  
9 C.F.R. § 40.11(a)(1). Kalshi has nevertheless proceeded to offer its gaming contracts and, in so  
10 doing, failed to rebut the presumption that its gaming contracts are contrary to the public interest  
11 through the self-certification process.

12 In contrast, IGRA recognizes that “a principal goal of Federal Indian policy is to promote  
13 tribal economic development, tribal self-sufficiency, and strong tribal government . . .” 25 U.S.C.  
14 § 2701(4); *see* 25 U.S.C. § 2702(1). IGRA comports with the public interest by establishing “a  
15 statutory basis for the regulation of gaming by an Indian tribe adequate to shield it from organized  
16 crime and other corrupting influences . . . and to assure that gaming is conducted fairly and honestly  
17 by both the operator and players . . .” 25 U.S.C. § 2702(2).<sup>16</sup>

18 Kalshi’s app-based platform combines one of the most addictive activities, sports betting,  
19 with one of the most addictive devices, smart phones, without any preventative measures for  
20 compulsive behavior or remedial treatment for addiction. The fact that the CEA and CFTC  
21 regulations lack such preventative and remedial measures demonstrates that commodities contracts  
22 are not supposed to constitute or mimic gaming activities. By extension, the lack of such  
23 preventative and remedial measures demonstrates that Kalshi is operating outside the scope of the  
24 CEA in offering gaming contracts on the Tribes’ Indian lands.

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26  
27 <sup>16</sup> State law, furthermore, specifically codifies that “[u]nregulated gambling enterprises are  
28 inimical to the public health, safety, welfare, and good order.” Cal. Bus. & Prof. Code § 19801 (d).

Enjoining Kalshi’s unregulated sports betting on Indian lands is manifestly in the public interest. Gambling has always been a subject of concern in the United States. In every other context, gambling has been either prohibited as a public nuisance or strictly regulated because of the potential harms associated with unregulated gaming. *See* Cal. Penal Code § 337a(1); 18 U.S.C. § 1084; 18 U.S.C. § 1955. The Court should grant the Tribes’ request for injunctive relief because Kalshi’s contracts are patently contrary to the public interest under the CEA and CFTC regulations and because Kalshi’s gaming activity presents a danger to the public and individual consumers on the Tribes’ Indian lands.

Concerning Kalshi’s advertisements, enjoining Kalshi from making further false and misleading statements promotes the public interest. The “Lanham Act is at heart a consumer protection statute.” *TrafficSchool.com*, 653 F.3d at 827. “[T]he most basic public interest at stake in all Lanham Act cases [is] the interest in prevention of confusion, particularly as it affects the public interest in truth and accuracy.” *AECOM Energy & Constr., Inc. v. Ripley*, No. 2:17-cv-05398-RSWL-SS, 2017 U.S. Dist. LEXIS 160180, at \*23 (C.D. Cal. Sep. 27, 2017) (citing *Kos Pharms., Inc. v. Andrx Corp.*, 369 F.3d 700, 730 (3d Cir. 2004)). The “Lanham Act is itself a public interest statute intended to protect the consuming public and competitors from false and deceiving statements which a company chooses to utilize in advertising its goods or services.” *Suzie’s Brewery*, 519 F. Supp. 3d at 856 ((internal citations omitted) (quoting *U-Haul Int’l, Inc. v. Jartran, Inc.*, 522 F. Supp. 1238, 1242 (D. Ariz. 1981), *aff’d*, 681 F.2d 1159 (9th Cir. 1982))). As discussed above, Kalshi’s advertisements are literally false or, at the very least, likely to confuse and mislead consumers. *See* Kretz Decl. ¶¶ 18, Ex. 18; 20, Ex. 20; 47, Ex. 63. Granting a preliminary injunction sharply tips in the Tribes’ favor because preventing consumer confusion serves the public interest.

By targeting consumers in the sports gaming market with advertisements that claim “sports betting” is “legal in all 50 states,” Kalshi has—explicitly or implicitly—conveyed that “sports betting” is regulated by Kalshi and such regulation provides measures to protect consumers from the potential risks involved in high-stakes betting and addictive, compulsive consumer behavior.



IGRA, IGRA’s implementing regulations, and the Tribal Gaming Ordinances, on the other hand, establish a comprehensive framework that address situations related to machine malfunction, consumer solvency in high-stakes gambling, and compulsive consumer conduct, and provide preventative and remedial protocols to ensure public safety and mitigate the risks inherent in gambling. Thus, for the forgoing reasons, the Court should grant the Tribes’ request for injunctive relief because commodities contracts masquerading as “sports betting” that is “legal in all 50 states” is contrary to the public interest—under the CFTC’s own regulations—and presents a danger to the public and the consumers targeted by Kalshi’s advertisements.

**e. Request for Relief**

In light of the foregoing analysis, and in consideration of the declarations submitted herewith, the Tribes respectfully request that the Court grant the Motion for Preliminary Injunction and enjoin Kalshi from offering on the Tribes’ Indian lands<sup>17</sup> any sports contracts, including, but not limited to, contracts that facially involve, relate to, or reference the sports of baseball, tennis, soccer, basketball, football, golf, chess, esports, hockey, motorsports, UFC, and any other boxing, pickleball, wrestling, or martial arts event. The Tribes further request that the Court enjoin Kalshi from offering on the Tribes’ Indian lands contracts that take the form of a binary “yes/no” event contract that pose the following questions:

1. “Will <team> win <title>?”
2. “Will <team> win <event>?”

and any subsequent permutation, alteration, or variation of such contracts that facially involve, relate to, or reference sports, constitute or mimic sports betting, or any other potential class III gaming activity.

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<sup>17</sup> The vast majority of the Tribe’s gaming market consists of persons who reside within a sixty-mile radius or less from the Tribes’ casino. While the Tribes only seek a preliminary injunction at this time enjoining Klashi’s sports betting on their respective reservations, the Tribes intend to offer expert testimony demonstrating that Kalshi’s illegal gaming is diluting the Tribes’ existing markets thereby reducing revenues at their respective casinos.



1 The Tribes further respectfully request that Court enjoin Kalshi from marketing its sports  
2 contracts as “legal in all 50 states” or any variation of that phrase or similar representation  
3 regarding the nationwide legality of these gaming contracts.

4 **IV. CONCLUSION**

5 For all the foregoing reasons, this Motion and the declarations and points and authorities  
6 in support thereof have established that injunctive relief is appropriate to prevent further harm to  
7 the Tribes, tribal sovereignty, and consumers of Kalshi’s gaming contracts, and that such relief  
8 comports with the public interest with minimal harm to Kalshi.

9 DATED: September 4, 2025

Respectfully Submitted,

10 RAPPORT AND MARSTON

11 By: /s/ Lester J. Marston  
12 LESTER J. MARSTON,  
13 Attorney for Plaintiffs  
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**CERTIFICATE OF SERVICE**

I am employed in the County of Mendocino, State of California. I am over the age of 18 years and not a party to the within action; my business address is that of Rapport & Marston, 405 West Perkins Street, Ukiah, California 95482.

I hereby certify that I electronically filed the foregoing document with the Clerk of the United States District Court for the Northern District of California by using the CM/ECF system on September 4, 2025, which generated and transmitted a notice of electronic filing to CM/ECF registrants.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct; executed on September 4, 2025, at Ukiah, California.

/s/ Anita Salmeron  
ANITA SALMERON

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*Attorney for Plaintiffs*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

BLUE LAKE RANCHERIA,  
CHICKEN RANCH RANCHERIA OF  
ME-WUK INDIANS, and PICAYUNE  
RANCHERIA OF THE  
CHUKCHANSI INDIANS

Plaintiffs,

v.

KALSHI INC., KALSHIEX LLC,  
ROBINHOOD MARKETS, INC.,  
ROBINHOOD DERIVATIVES LLC,  
and DOES 1-20,

Defendants.

Case No.: 25-cv-06162-RMI

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR  
PRELIMINARY INJUNCTION**

Before the Court is Plaintiffs Blue Lake Rancheria, Chicken Ranch Rancheria of Me-Wuk Indians, and Picayune Rancheria of the Chukchansi Indians' (collectively, the "Tribes") Motion for Preliminary Injunction ("Motion") as against Defendants Kalshi Inc. and KalshiEX LLC (collectively, "Kalshi"). Kalshi opposed the Motion and the Tribes filed a reply. Having fully considered the matter and good cause appearing, the Court rules as follows:



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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

BLUE LAKE RANCHERIA,  
CHICKEN RANCH RANCHERIA OF  
ME-WUK INDIANS, and PICAYUNE  
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ROBINHOOD MARKETS, INC.,  
ROBINHOOD DERIVATIVES LLC,  
and DOES 1-20,

Defendants.

Case No.: 25-cv-06162-JSC

**DECLARATION OF STEVE  
CARRILLO IN SUPPORT OF  
PLAINTIFFS' MOTION FOR A  
PRELIMINARY INJUNCTION**

I, STEVE CARRILLO, declare:

1. I am an enrolled member of the Picayune Rancheria of the Chukchansi Indians ("Tribe") and Chairperson of the Picayune Rancheria Tribal Gaming Commission ("Gaming Commission"). I have served as a Commissioner of the Gaming Commission since January 2024. I am submitting this declaration in support of the Motion for a Preliminary Injunction filed by the Plaintiffs in the above-entitled action. The information contained in this declaration is of my own personal

1 knowledge and, if called as a witness in these proceedings, I could and would  
2 competently testify thereto.

3 2. Through its Constitution and Tribal Gaming Ordinance, the Tribe has  
4 delegated to the Gaming Commission enumerated powers, subject only to the  
5 limitations imposed by the Tribe's Constitution or applicable federal law, to be the  
6 primary regulator of all gaming activities occurring on the lands of the Tribe.

7 3. Pursuant to its Constitution, the Tribe, as the beneficial owner of its  
8 Reservation, and acting through its Tribal Council, adopted a Tribal Gaming  
9 Ordinance ("Gaming Ordinance"), which authorizes and provides for the regulation  
10 of class I, II, and III gaming on the Reservation.

11 4. The National Indian Gaming Commission approved the Gaming  
12 Ordinance, and its subsequent amendments, pursuant to the authority granted to it  
13 under the Indian Gaming Regulatory Act, 25 U.S.C. §§ 2701 et seq. ("IGRA").

14 5. Pursuant to the Gaming Ordinance, the Tribal Council established and  
15 appointed the Gaming Commission, which comprehensively regulates every aspect  
16 of the playing of class I, II, and III gaming on the Reservation.

17 6. The Gaming Commission has the power and duty to inspect, examine,  
18 and monitor gaming activities, including the power to demand access to and inspect,  
19 examine, photocopy, and audit all papers, books, and records respecting such  
20 gaming activities; to the extent required, comply with any reporting requirements  
21 established under a tribal-state compact to which the Tribe is a party and other  
22 applicable law, including IGRA; promulgate and issue such regulations as it deems  
23 appropriate in order to implement and enforce the provisions of the Gaming  
24 Ordinance; promulgate regulations establishing minimum internal control standards  
25 for the operation of any gaming activities conducted on the Reservation including,  
26 but not limited to, auditing, internal fiscal controls, technical standards for electronic  
27 gaming, and describing and establishing rules for each class I, II or III game  
28 authorized to be conducted on the Reservation; and to carry out such other duties

1 with respect to all gaming activities on the Reservation as the Tribal Council shall  
2 direct from time to time by amendment to the Gaming Ordinance or by the adoption  
3 of a written policy or resolution.

4 7. As a current member of the Gaming Commission, I am familiar with  
5 the operation the Tribe's gaming facility.

6 8. Pursuant to the IGRA, on September 10, 1999, the Tribe executed the  
7 1999 Model Tribal-State Class III Gaming Compact ("1999 Compact") with the  
8 State of California ("State").

9 9. The Tribe's 1999 Compact was ratified by the State legislature by  
10 statute.

11 10. By letter dated May 5, 2000, the Tribe's 1999 Compact was approved  
12 by Assistant-Secretary for Indian Affairs, Kevin Gover and remains in effect today  
13 as amended.

14 11. The Tribe has operated the Chukchansi Gold Resort and Casino, its sole  
15 gaming facility ("Casino") pursuant to the IGRA, the Gaming Ordinance and its  
16 1999 Compact since its 1999 Compact was approved by Assistant-Secretary Gover.

17 12. Kalshi is conducting sports betting, a form of class III gaming, via the  
18 internet, on the Tribe's trust lands ("Indian Lands") located within the boundaries of  
19 the Tribes' Reservation.

20 13. Section 4.1(c) of the Tribe's 1999 Compact specifically prohibits  
21 internet gaming activities such as those being conducted by Kalshi.

22 14. If Kalshi's class III gaming activities on the Tribe's Indian lands are not  
23 enjoined, the Tribe's authority to regulate activities on the Tribe's Indian lands will  
24 be undermined and the Tribes regulation of gaming by the Gaming Commission will  
25 be impaired.

26 15. Currently, Kalshi's class III gaming activities are not being conducted  
27 under the regulatory oversight of the Gaming Commission or in compliance with the  
28 Tribe's regulatory laws, regulations, and standards, and, therefore, the Tribe's

1 members and the general public are losing the benefits of the Tribe's regulatory  
2 framework that ensure that the gaming is conducted in a manner that ensures that  
3 gaming on the Tribe's Indian lands is conducted fairly and honestly by both the  
4 operator and players, is shielded from organized crime and other corrupting  
5 influences, and that the Indian tribe is the primary beneficiary of the gaming  
6 operation.

7 16. On August 7, 2025, while on the Tribe's Indian Lands and within the  
8 gaming jurisdiction of the Tribe, I was able to do the following:

9 a. I used a cellular phone to download the Kalshi app from the  
10 Apple store.

11 b. I created an account on the Kalshi app.

12 c. I funded the Kalshi account on the Kalshi app by depositing \$20  
13 using Chase Visa debit card.

14 d. Once I funded the Kalshi account, I placed a wager on the  
15 outcome of a sporting event by purchasing a "futures contract" on the final outcome  
16 of the August 7, 2025 Major League Baseball game between the Chicago White Sox  
17 and the Seattle Mariners.

18 e. Specifically, I purchased a contract for \$9.49 that would result in  
19 a net payout of \$13 if Seattle won the game.

20 f. The game on which I wagered was played to completion on  
21 August 7, 2025, with the Seattle Mariners winning the game.

22 g. Because the Seattle Mariners won the game, I collected \$13 on  
23 my wager.

24 17. There were no terms, conditions, or regulatory restrictions presented to  
25 me on the Kalshi app prohibiting my participation in sports wagering while on the  
26 Tribe's Reservation lands. Likewise, the app employed no geofencing or geolocation  
27 mechanisms that would otherwise have restricted my participation in sports  
28 wagering while on the Reservation and within the Tribe's regulatory jurisdiction.



1 I declare under penalty of perjury under the laws of the United States of  
2 America that the foregoing is true and correct.

3 Date: August 27, 2025.

4 /s/ Steve Carrillo  
5 STEVE CARRILLO, Declarant  
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**CERTIFICATE OF SERVICE**

I am employed in the County of Mendocino, State of California. I am over the age of 18 years and not a party to the within action; my business address is that of Rapport & Marston, 405 West Perkins Street, Ukiah, California 95482.

I hereby certify that I electronically filed the foregoing document with the Clerk of the United States District Court for the Northern District of California by using the CM/ECF system on September 4, 2025, which generated and transmitted a notice of electronic filing to CM/ECF registrants.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct; executed on September 4, 2025, at Ukiah, California.

/s/ Anita Salmeron  
ANITA SALMERON

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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

BLUE LAKE RANCHERIA,  
CHICKEN RANCH RANCHERIA OF  
ME-WUK INDIANS, and PICAYUNE  
RANCHERIA OF THE  
CHUKCHANSI INDIANS

Plaintiffs,

v.

KALSHI INC., KALSHIEX LLC,  
ROBINHOOD MARKETS, INC.,  
ROBINHOOD DERIVATIVES LLC,  
and DOES 1-20,

Defendants.

Case No.: 25-cv-06162-JSC

**DECLARATION OF IAN  
DEVRIES IN SUPPORT OF  
PLAINTIFFS' MOTION FOR A  
PRELIMINARY INJUNCTION**

I, Ian DeVries, declare:

1. I am a Licensing Investigator employed by the Chicken Ranch Rancheria of Me-Wuk Indians' Tribal Gaming Agency. I am submitting this declaration in support of Plaintiffs' Motion for a Preliminary Injunction filed in the above-entitled action. The information contained in this declaration is of my own personal knowledge and, if called as a witness in these proceedings, I could and

1 would competently testify thereto.

2 2. On July 25, 2025, at approximately 4:00 PM, I was present on Chicken  
3 Ranch tribal land (“Trust Land”), that is owned by the United States of America in  
4 trust for the Tribe, in the Tribal Gaming Agency (“TGA”) Conference Room located  
5 at 9200 Red Tail Hawk Drive, Jamestown, California. Also present were Silas  
6 Willis, Chicken Ranch Tribal Gaming Agency Investigator I; Jessie Guerrero,  
7 Chicken Ranch Tribal Gaming Agency Licensing Commissioner; and Joel Battle,  
8 Chicken Ranch Tribal Gaming Agency Licensing Manager.

9 3. While on the Trust Land, I created an account on the Kalshi application  
10 using my work email address (IDevries@crgc.biz) for demonstration purposes. With  
11 the permission of Licensing Commissioner Jessie Guerrero, I attempted to place a  
12 \$20.00 wager using his company credit card. To document the process, I used the  
13 screen recording feature on my iPhone 12 Pro Max.

14 4. When I attempted the transaction, the Kalshi application displayed a  
15 message stating that credit cards were not supported at that time and recommended  
16 using a debit card instead. No transaction was completed using the company credit  
17 card.

18 5. Afterward, I sent the screen recording to Joel Battle and deleted the  
19 video from my phone.

20 6. Shortly thereafter, I observed Licensing Manager Joel Battle access the  
21 Kalshi application on his personal iPhone, at the TGA offices on the Trust Land.  
22 Joel Battle placed a \$20 wager on the outcome of the Major League Baseball game  
23 between the Colorado Rockies and the Baltimore Orioles, which occurred that same  
24 afternoon, at the TGA offices on the Trust Land. The wager was placed on the  
25 Colorado Rockies to win.

26 7. Later that afternoon Joel Battle informed me that the Colorado Rockies  
27 won the game, and that Joel Battle had received a payout of \$114.30 from the Kalshi  
28 application.

1 I declare under penalty of perjury that the foregoing is true and correct;  
2 executed this 26th day of August, 2025 in Jamestown, California.

3 /s/ Ian Devries  
4 IAN DEVRIES, Declarant  
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**CERTIFICATE OF SERVICE**

I am employed in the County of Mendocino, State of California. I am over the age of 18 years and not a party to the within action; my business address is that of Rapport & Marston, 405 West Perkins Street, Ukiah, California 95482.

I hereby certify that I electronically filed the foregoing document with the Clerk of the United States District Court for the Northern District of California by using the CM/ECF system on September 4, 2025, which generated and transmitted a notice of electronic filing to CM/ECF registrants.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct; executed on September 4, 2025, at Ukiah, California.

/s/ Anita Salmeron

ANITA SALMERON

LESTER J. MARSTON  
California State Bar No. 081030  
THE LAW OFFICES OF RAPPORT AND MARSTON  
AN ASSOCIATION OF SOLE PRACTITIONERS  
405 West Perkins Street  
Ukiah, California 95482  
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*Attorney for Plaintiffs*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

BLUE LAKE RANCHERIA,  
CHICKEN RANCH RANCHERIA OF  
ME-WUK INDIANS, and PICAYUNE  
RANCHERIA OF THE  
CHUKCHANSI INDIANS

Plaintiffs,

v.

KALSHI INC., KALSHIEX LLC,  
ROBINHOOD MARKETS, INC.,  
ROBINHOOD DERIVATIVES LLC,  
and DOES 1-20,

Defendants.

Case No.: 25-cv-06162-JSC

**DECLARATION OF TRACEY  
HOPKINS IN SUPPORT OF  
PLAINTIFFS' MOTION FOR A  
PRELIMINARY INJUNCTION**

I, TRACEY HOPKINS, declare:

1. I am an enrolled member of the Picayune Rancheria of the Chukchansi Indians ("Tribe") and Chairwoman of the Picayune Rancheria of the Chukchansi Indians Tribal Council ("Tribal Council" or "Council"). I am submitting this declaration in support of the Motion for a Preliminary Injunction filed by the Plaintiffs in the above-entitled action. The information contained in this declaration



1 is of my own personal knowledge and, if called as a witness in these proceedings, I  
2 could and would competently testify thereto.

3 2. The Tribe is a federally recognized Indian tribe, organized under a  
4 written constitution, which designates the Picayune Rancheria Tribal Council as the  
5 governing body of the Tribe. The Tribe is the beneficial owner of the Picayune  
6 Rancheria (“Reservation”), which is located in Madera County, California. Title to  
7 all of the Tribe’s Reservation trust lands is owned by the United States of America  
8 in trust for the Tribe.

9 3. I have served as Chairwoman of the Tribe from October 2023 to the  
10 present.

11 4. As Chairwoman, I am the Chief Executive Officer and official  
12 spokesperson of the Council and the Tribe. As the Chairwoman of the Tribe, I, along  
13 with the other members of the Council, oversee the day-to-day operations of the  
14 Tribal government and its business. I also represent the Tribe and correspond with  
15 other governments and entities on behalf of the Tribe.

16 5. The Council governs the Tribe’s members and the resources, land, and  
17 water subject to the Tribe’s jurisdiction, in accordance with the authority delegated  
18 to the Council under the Tribe’s Constitution (“Constitution”) and applicable federal  
19 law. In overseeing the day-to-day operations of the Tribe’s government, I am  
20 responsible for the, including, but not limited to, drafting, preparing, approving, and  
21 overseeing implementation of the Tribe’s governmental budgets. Accordingly, I am  
22 familiar with the Tribe’s budgets and finances, and the operation of the Tribe’s  
23 government and business enterprises, including the Tribe’s gaming facility.

24 6. In 1912, President Taft ordered that approximately 80 acres near  
25 Coarsegold, in Madera County, California, be withdrawn from settlement or other  
26 entry and set aside for Indian use. The parcel became known as the Picayune  
27 Rancheria.

1           7.     The status of the Tribe and its Reservation was illegally terminated by  
2 the United States, pursuant to the California Rancheria Act.

3           8.     The termination of the Tribe extinguished the existence of the Tribe,  
4 ended the rights of the tribal members to receive special federal services as Indians,  
5 terminated the trust status of the Tribe's lands, and exposed the Tribe's lands to state  
6 and local laws, regulation, and taxation.

7           9.     On December 22, 1983, the United States District Court for the  
8 Northern District of California entered a "Stipulation for Entry of Judgment" and an  
9 "Order Approving Entry of Final Judgment in Action" in *Hardwick v. United States*,  
10 Case No. C-79-1910 SW ("*Hardwick*"). In 1987, the court also entered a  
11 "Stipulation for Entry of Judgment" in *Hardwick* relating specifically to the Tribe  
12 and its members.

13          10.    The *Hardwick* judgments provided for: (a) the reinstatement of the  
14 status of the Tribe's members' as federally recognized Indians and their eligibility  
15 for federal benefits and services provided to Indians by the United States; (b) the  
16 reinstatement of the recognition of the Tribe's status as a federally recognized Indian  
17 tribe; (c) the application to the Tribe's members of all federal statutes that affect  
18 Indians because of their status as Indians; (d) the right of all members of the Tribe  
19 to restore to trust status any Reservation land that was still in Indian ownership; (e)  
20 the reestablishment of the boundaries of the Reservation; and (f) the restoration of  
21 all the lands within the boundaries of the Reservation to "Indian country" as defined  
22 by 18 U.S.C. § 1151.

23          11.    After the *Hardwick* judgments were entered, reservation land that  
24 remained in the possession of the persons named as distributees, under the voided  
25 distribution plan prepared by the Bureau of Indian Affairs to terminate the Tribe,  
26 was taken into trust for the Tribe and Tribal members by the United States within  
27 the boundaries of the Tribe's restored Reservation.

1           12. Pursuant to its Constitution, the Tribe, as the beneficial owner of the  
2 Reservation and acting through its Council, adopted a Tribal Gaming Ordinance  
3 (“Gaming Ordinance”), which authorizes and provides for the regulation of classes  
4 I, II, and III gaming on the Reservation.

5           13. The National Indian Gaming Commission (“NIGC”) approved the  
6 Gaming Ordinance.

7           14. Pursuant to the Gaming Ordinance, the Council established and  
8 appointed a tribal gaming commission that regulates the playing of classes I, II, and  
9 III gaming on the Reservation. Pursuant to the IGRA, Compact, Ordinance, and the  
10 Compact Tribal-State Gaming Association Regulation CGCC-8, the Gaming  
11 Commission has adopted comprehensive minimum internal control standards  
12 establishing and regulating, among other things, the rules for the playing of the  
13 games, the use and playing of electronic games of chance on slot machines and  
14 electronic gaming devices and technological aids in the playing of the games, and  
15 standards for how gaming revenue is counted and accounted for.

16           15. On September 9, 1999, the Tribe entered into a class III Tribal-State  
17 gaming compact with the State (“1999 Compact”). The 1999 Compact was ratified  
18 by the California State Legislature by statute, Cal. Gov. Code § 12012.25(a)(32). On  
19 May 5, 2000, the compact was approved by Assistant Secretary–Indian Affairs  
20 Kevin Gover.

21           16. The Tribe has established and is currently operating the Chukchansi  
22 Gold Resort & Casino (“Casino”) on its Indian lands located within the boundaries  
23 of the Reservation pursuant to the IGRA, its 1999 Compact and amendments thereto,  
24 and its Gaming Ordinance since its 1999 Compact was approved by Assistant-  
25 Secretary Gover.

26           17. As the Chairwoman of the Tribe, I am also the Chairwoman of the  
27 Tribe’s Chukchansi Economic Development Authority (“CEDA”). CEDA is a  
28 wholly owned enterprise of the Tribe.

1           18. CEDA oversees the Tribe's economic development activities, including  
2 its gaming activities conducted, pursuant to the IGRA, the Tribe's Compact, and the  
3 Tribe's Gaming Ordinance, at its Casino. As the Chair of CEDA, I am familiar with  
4 the day-to-day operations of the Tribe's Casino.

5           19. Pursuant to the 1999 Compact and Gaming Ordinance, the Tribe  
6 comprehensively regulates all aspects of gaming on the Reservation.

7           20. CEDA conducts gaming on the Reservation under the fictitious  
8 business name of the Chukchansi Gold Resort and Casino ("CGRC") as a tribal  
9 enterprise. CGRC is not separately incorporated from the Tribe. CGRC consists of  
10 a 402 room hotel, 2,020 slot machines, and 40 table games casino, 7 restaurants, a  
11 coffee shop and a conference center.

12           21. The Casino employs both members and non-members, and both union  
13 and non-union employees. The Casino currently employs approximately 1,219  
14 employees. As of July 3, 2025, roughly half of CGRC's employees were members  
15 of the Unite Here, International Union Local 19 ("Unite Here").

16           22. Unite Here member employees are employed in a wide variety of roles,  
17 including bartenders, bell persons, buffet attendants, bus persons, cashiers,  
18 dishwashers, engineers, front desk representatives, guest room attendants, line  
19 cooks, runners, servers, slot floor persons, slot technicians, ground crew, facility  
20 maintenance workers, and valet drivers.

21           23. The Casino is the primary source of revenue for the Tribe to fund the  
22 operations of its Tribal government including, but not limited to, Tribal  
23 Administration, Planning, Water and Sewer Utilities, Street and Sidewalk  
24 Construction, Repair and Maintenance, Housing, Public Works, Electrical Utility,  
25 Social Services and the Office of the Attorney General. The Tribe is currently in the  
26 process of establishing a Tribal Court and Police Department. In addition, the Tribe  
27 provides a range of programs and services to its members including, but not limited  
28 to, elder care, after school education programs, boys and girls club, education

1 department and scholarships, drug rehabilitation programs and a homelessness  
2 program. All the Tribe's governmental departments and service programs are  
3 rudimentary, and all suffer from a lack of revenue.

4 I declare under penalty of perjury that the foregoing is true and correct;  
5 executed this 25th day of August, 2025 in Coarsegold, California.

6 /s/ Tracey Hopkins  
TRACEY HOPKINS, Declarant  
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**CERTIFICATE OF SERVICE**

I am employed in the County of Mendocino, State of California. I am over the age of 18 years and not a party to the within action; my business address is that of Rapport & Marston, 405 West Perkins Street, Ukiah, California 95482.

I hereby certify that I electronically filed the foregoing document with the Clerk of the United States District Court for the Northern District of California by using the CM/ECF system on September 4, 2025, which generated and transmitted a notice of electronic filing to CM/ECF registrants.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct; executed on September 4, 2025, at Ukiah, California.

/s/ Anita Salmeron

ANITA SALMERON

LESTER J. MARSTON  
California State Bar No. 081030  
THE LAW OFFICES OF RAPPORT AND MARSTON  
AN ASSOCIATION OF SOLE PRACTITIONERS  
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Ukiah, California 95482  
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Email: ljmarston@rmlawoffice.net

*Attorney for Plaintiffs*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

BLUE LAKE RANCHERIA,  
CHICKEN RANCH RANCHERIA OF  
ME-WUK INDIANS, and PICAYUNE  
RANCHERIA OF THE  
CHUKCHANSI INDIANS

Plaintiffs,

v.

KALSHI INC., KALSHIEX LLC,  
ROBINHOOD MARKETS, INC.,  
ROBINHOOD DERIVATIVES LLC,  
and DOES 1-20,

Defendants.

Case No.: 25-cv-06162-JSC

**DECLARATION OF JOSEPH  
MATHIESEN-POWELL IN  
SUPPORT OF PLAINTIFFS'  
MOTION FOR A PRELIMINARY  
INJUNCTION**

I, JOSEPH MATHIESEN-POWELL, declare:

1. I am an enrolled member of the Chicken Ranch Rancheria of Me-Wuk Indians ("Tribe") and the current Chairman of the Tribal Council ("Council") of the Tribe. I am submitting this declaration in support of Plaintiffs' Motion for a Preliminary Injunction filed in the above-entitled action. The information contained in this declaration is of my own personal knowledge and, if called as a witness in these proceedings, I could competently testify thereto.



1           2.     I have served as Chairman of the Tribe from January 15, 2025, to the  
2 present.

3           3.     As Chairman, I am the Chief Executive Officer of the Tribe and Council  
4 and the chief spokesperson for the Tribe. I represent the Tribe and correspond with  
5 other governments and entities on behalf of the Tribe. I am also the acting General  
6 Manager of the Tribe's gaming facility ("Casino"). The Casino consists of a hotel  
7 with 196 rooms, six restaurants, and a casino floor consisting of 1200 slot machines  
8 and twenty-two table games.

9           4.     The Council governs the Tribe's members and the resources, land, and  
10 water reserved and subject to the Tribe's jurisdiction, in accordance with the  
11 authority delegated to the Council under the Tribe's constitution ("Constitution")  
12 and applicable federal law. I am responsible for the day-to-day operations of the  
13 Tribe's government, including, but not limited to, drafting, preparing, approving,  
14 and overseeing implementation of the Tribe's governmental budgets. Accordingly,  
15 I am familiar with the Tribe's budgets and finances, and the operation of the Tribe's  
16 government and business enterprises, including the Tribe's Casino.

17           5.     On October 24, 1908, the Secretary of the Interior ("Secretary") issued  
18 an order establishing the Chicken Ranch Rancheria ("Reservation") for the Tribe  
19 and its members. The Reservation, as originally created by the order of the Secretary,  
20 consisted of approximately 40 acres of land located near Jamestown, in Tuolumne  
21 County, California.

22           6.     The status of the Tribe and its Reservation was illegally terminated by  
23 the United States, pursuant to the California Rancheria Act.

24           7.     Termination extinguished the existence of the Tribe, ended the rights  
25 of the tribal members to receive special federal services as Indians, terminated the  
26 trust status of the Tribe's lands, and exposed the Tribe's lands to state and local  
27 regulation and taxation.

28           8.     Once termination became effective, Tuolumne County officials

1 immediately issued citations to tribal members because their homes and parcels  
2 failed to meet state and county zoning and subdivision requirements and uniform  
3 building code standards.

4 9. As a result, within weeks of termination, many tribal members were  
5 prohibited from inhabiting their homes. Since few of the disenfranchised tribal  
6 members had enough money to bring their homes into compliance with the  
7 applicable zoning and building code standards, many tribal members were forced to  
8 sell their property.

9 10. By the late 1960s, the only land still owned by a tribal member located  
10 within the boundaries of the terminated Reservation was land deeded to Inez  
11 Mathiesen, who retained ownership of three acres of land after deeding land to her  
12 children. Ownership of all other former Reservation parcels distributed to tribal  
13 members passed into non-Indian ownership as a result of the illegal termination of  
14 the Reservation.

15 11. In 1983, the United States District Court for the Northern District of  
16 California entered a “Stipulation for Entry of Judgment” and an “Order Approving  
17 Entry of Final Judgment in Action” in *Hardwick v. United States*, Case No. C-79-  
18 1910 SW (“*Hardwick*”). In 1985, the court also entered a “Stipulation for Entry of  
19 Judgment” in *Hardwick* relating specifically to the restoration of the Tribe and its  
20 members.

21 12. The *Hardwick* judgments provided for: (a) the reinstatement of the  
22 status of the Tribe’s members’ as federally recognized Indians and their eligibility  
23 for federal benefits and services provided to Indians by the United States; (b) the  
24 reinstatement of the recognition of the Tribe’s status as a federally recognized Indian  
25 tribe; (c) the application to the Tribe’s members of all federal statutes that affect  
26 Indians because of their status as Indians; (d) the right of all members of the Tribe  
27 to restore to trust status any Reservation land that was still in Indian ownership; (e)  
28 the reestablishment of the boundaries of the Reservation; and (f) the restoration of

1 all the lands within the boundaries of the Reservation to “Indian country” status as  
2 defined by 18 U.S.C. § 1151.

3 13. After the *Hardwick* judgments were entered, Inez Mathiesen conveyed  
4 her remaining three acres, which are located within the boundaries of the Tribe’s  
5 Reservation, back to the United States to be held in trust for her.

6 14. In 1987, the Supreme Court, in *California v. Cabazon Band of Indians*,  
7 (“*Cabazon*”), held that California had no authority to enforce its gambling laws  
8 against Indian tribes on their Indian lands.

9 15. In response to the *Cabazon* decision, Congress enacted the Indian  
10 Gaming Regulatory Act (“IGRA”), to create a framework for Indian tribes, states,  
11 and the federal government to exclusively and comprehensively regulate tribal  
12 gaming on “Indian lands.”

13 16. Pursuant to its Constitution and IGRA, the Tribe, as the beneficial  
14 owner of the Reservation and acting through its Council, adopted a Tribal Gaming  
15 Ordinance (“Gaming Ordinance”), which authorizes and provides for the regulation  
16 of classes I, II, and III gaming on its Indian lands.

17 17. The National Indian Gaming Commission (“NIGC”) approved the  
18 Gaming Ordinance pursuant to the authority granted to it under the IGRA.

19 18. Pursuant to the Gaming Ordinance, the Council established and  
20 appointed a tribal gaming commission that regulates the playing of classes I, II, and  
21 III gaming on the Reservation. Pursuant to the IGRA, the Tribe’s 1999 Model Tribal-  
22 State Class III Gaming Compact (“1999 Compact”), Gaming Ordinance, and the  
23 Compact Tribal-State Gaming Association Regulation CGCC-8, the Gaming  
24 Commission has adopted comprehensive minimum internal control standards  
25 establishing and regulating among other things the rules for the playing of the games,  
26 the use and playing of electronic games of chance on slot machines and electronic  
27 gaming devices, technological aids in the playing of the games and standards for  
28

1 how gaming revenue is counted and accounted for. The Casino employs both  
2 members and non-members.

3 19. Pursuant to the IGRA, after years of negotiation and litigation, on  
4 October 8, 1999, the Tribe executed the 1999 Compact with the State.

5 20. On March 7, 2000, California voters approved Proposition 1A.  
6 Proposition 1A amended the State Constitution to permit federally recognized tribes  
7 to operate and offer for play slot machines and house-banked card games on their  
8 Indian lands if authorized by the governor in a tribal-state compact that is  
9 subsequently ratified by the State legislature.

10 21. The Tribe's 1999 Compact was subsequently ratified by the State  
11 legislature by statute.

12 22. By letter dated May 5, 2000, the Tribe's 1999 Compact was approved  
13 by then Assistant-Secretary for Indian Affairs, Kevin Gover.

14 23. On July 28, 2022, the United States Court of Appeals for the Ninth  
15 Circuit issued a decision in *Chicken Ranch Rancheria of Me-Wuk Indians v.*  
16 *Newsom*. The Court concluded that the State of California failed to negotiate a new  
17 compact with the plaintiff tribes in good faith and ordered the implementation of  
18 IGRA's remedial scheme. On January 31, 2024, consistent with the remedy supplied  
19 by IGRA, the Secretary of the Interior, United States Department of the Interior,  
20 issued secretarial procedures ("Procedures") for the regulation of the Tribe's class  
21 III gaming.

22 24. For over twenty five years, the Tribe has operated the Chicken Ranch  
23 Casino and Bingo ("Casino") on the Tribe's Indian lands within the boundaries of  
24 the Reservation pursuant to the IGRA, the Tribe's original 1999 Compact, its current  
25 Procedures, and its Gaming Ordinance since the 1999 Compact was approved by  
26 then Assistant-Secretary Kevin Gover. The Casino currently employs approximately  
27 850 employees.

1           25. After decades of pursuing remedies through negotiation, litigation, and  
2 legislation, the Tribe has established a comprehensive regulatory infrastructure, in  
3 strict compliance with IGRA and the many regulatory requirements applicable to  
4 class III gaming, and the Tribe is conducting class III gaming in a stable, legal  
5 environment that allows the Tribe's gaming to fulfill Congress' purposes in enacting  
6 IGRA.

7           26. Because the Tribe is conducting class III gaming in a stable, legal  
8 environment, with a predictable market for tribal gaming revenues, the Tribe has  
9 been able to engage in governmental and community planning to develop policies,  
10 allocate resources, and regulate land, infrastructure, programs, and services to  
11 achieve public objectives that benefit the Tribe and the surrounding communities in  
12 conjunction with the State of California and its political subdivisions. The Tribe  
13 allocates a minimum of two million dollars (\$2,000,000) annually to local projects,  
14 programs, and services that are intended to uplift and benefit the surrounding  
15 communities within Tuolumne County ("County"). The Tribe has worked with the  
16 County and local communities to build an additional fire station with firefighters and  
17 EMS personnel staffed twenty-four hours per day, seven days per week, to enhance  
18 response time to and provide support for local emergencies. The Tribe provides a  
19 federally-recognized tribal health clinic, which also provides dental services, to  
20 improve the health and wellness of under-served members of the surrounding rural  
21 communities. The Tribe subsidizes a high-quality daycare facility that is currently  
22 undergoing expansion and subsidizes a local farming program aimed at connecting  
23 the surrounding communities with locally sourced agriculture. And the Tribe has  
24 contributed to the development of local community centers, as well as a community  
25 promotion club to help drive local tourism in Tuolumne County, none of which  
26 would be possible without a steady, predictable revenue stream from tribal gaming.

27           27. By engaging in class III gaming on the Tribe's Indian lands without any  
28 regulatory oversight or protective measures to combat corruption and problem

1 gambling, Kalshi is undermining the Tribe's sovereign authority to regulate  
2 activities on its Indian lands, undermining the comprehensive regulatory  
3 requirements established by the IGRA and, thereby, frustrating the purposes for  
4 which the IGRA was enacted. Kalshi has upset the hard-won balance that the Tribal,  
5 State, and local governments have achieved through cooperative federalism and the  
6 Tribe must now anticipate a potential loss of infrastructure, programs, and services  
7 that harmonize the interests of the Tribe and surrounding communities.

8 I declare under penalty of perjury that the foregoing is true and correct;  
9 executed this 26th day of August, 2025 in Jamestown, California.

10 /s/ Joseph Mathiesen-Powell  
11 JOSEPH MATHIESEN-POWELL, Declarant

**CERTIFICATE OF SERVICE**

I am employed in the County of Mendocino, State of California. I am over the age of 18 years and not a party to the within action; my business address is that of Rapport & Marston, 405 West Perkins Street, Ukiah, California 95482.

I hereby certify that I electronically filed the foregoing document with the Clerk of the United States District Court for the Northern District of California by using the CM/ECF system on September 4, 2025, which generated and transmitted a notice of electronic filing to CM/ECF registrants.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct; executed on September 4, 2025, at Ukiah, California.

/s/ Anita Salmeron

ANITA SALMERON

LESTER J. MARSTON  
California State Bar No. 081030  
THE LAW OFFICES OF RAPPORT AND MARSTON  
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*Attorney for Plaintiffs*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

BLUE LAKE RANCHERIA,  
CHICKEN RANCH RANCHERIA OF  
ME-WUK INDIANS, and PICAYUNE  
RANCHERIA OF THE  
CHUKCHANSI INDIANS

Plaintiffs,

v.

KALSHI INC., KALSHIEX LLC,  
ROBINHOOD MARKETS, INC.,  
ROBINHOOD DERIVATIVES LLC,  
and DOES 1-20,

Defendants.

Case No.: 25-cv-06162-JSC

**DECLARATION OF JASON  
RAMOS IN SUPPORT OF  
PLAINTIFFS' MOTION FOR A  
PRELIMINARY INJUNCTION**

I, JASON RAMOS, declare:

1. I am an enrolled member of the Blue Lake Rancheria ("Tribe") and Chairperson of the Blue Lake Rancheria Business Council ("Business Council"). I served as chair of the Tribe's Gaming Commission ("Gaming Commission") from 2001 until December 31, 2020. I am submitting this declaration in support of the Motion for a Preliminary Injunction filed by the Plaintiffs in the above-entitled action. The information contained in this declaration is of my own personal



1 knowledge and, if called as a witness in these proceedings, I could and would  
2 competently testify thereto.

3 2. The Tribe is a federally recognized Indian tribe organized under the  
4 provisions of the Indian Reorganization Act, pursuant to a written constitution  
5 (“Constitution”), which has been approved by the Secretary of the Interior, and  
6 which designates the Blue Lake Rancheria Business Council as the governing body  
7 of the Tribe.

8 3. Through its Constitution, the Tribe has delegated to the Business  
9 Council certain enumerated powers, subject only to the limitations imposed by the  
10 Tribe’s Constitution or applicable federal law, to operate the Tribe’s government  
11 and to conduct governmental relations with the United States, the states, and local  
12 governments.

13 4. I have served as a member of the Business Council since December 29,  
14 2018, and as Chairperson of the Business Council since January 7, 2025. As such,  
15 along with the other elected Business Council members, I govern all the Tribe’s  
16 members, resources, land and water reserved to the Tribe in accordance with the  
17 Tribe’s Constitution and applicable federal law. In addition to my role on the  
18 Business Council, I am responsible for the day-to-day operations of the Tribe’s  
19 government, including, but not limited to, drafting, preparing, approving, and  
20 overseeing implementation of the Tribe’s governmental and business enterprise  
21 budgets.

22 5. Since time immemorial, the ancestors of the Tribe have occupied the  
23 lands that currently comprise the Blue Lake Rancheria (“Reservation”) in Humboldt  
24 County, California.

25 6. The Tribe’s Reservation was purchased by the United States in 1908.  
26 When established, the Reservation consisted of just under 31 acres of land in  
27 northwestern California, five miles inland from the Pacific Coast, along California  
28 Highway 299 adjacent to the City of Blue Lake.

1           7.     The status of the Tribe as a federally recognized Indian tribe, and the  
2 Reservation was illegally terminated by the United States pursuant to the California  
3 Rancheria Act, Public Law 85-671, August 18, 1958 (the “Rancheria Act”).

4           8.     The termination of the Tribe and the Reservation extinguished the  
5 existence of the Tribe, ended the rights of the tribal members to receive special  
6 federal services as Indians, terminated the trust status of the Tribe’s lands, and  
7 subjected the Tribe’s lands to state and county laws, regulation and taxation.

8           9.     After termination, Humboldt County officials issued citations to tribal  
9 members because their homes and parcels failed to meet state and county zoning and  
10 subdivision requirements and uniform building code standards.

11          10.    Within weeks of termination, many tribal members were prohibited  
12 from inhabiting their homes. Since few tribal members had the financial resources  
13 to bring their homes up to the applicable zoning and building code standards, many  
14 tribal members were forced to sell their property on the Reservation.

15          11.    By the late 1960’s, only 4.31 acres of the Tribe’s land was still owned  
16 by tribal members within the boundaries of the terminated Reservation. Ownership  
17 of all of the other tribal members’ land within the terminated Reservation passed  
18 into non-Indian ownership as a result of the illegal termination of the Reservation.

19          12.    In 1979, members of the Tribe participated in a class action lawsuit  
20 against the United States seeking to reestablish the Tribe and the Reservation on the  
21 grounds that certain federal officials violated the Rancheria Act when the federal  
22 government purported to terminate the Tribe and the Reservation. That case was  
23 *Hardwick v. United States*, United States District Court, Northern District of  
24 California, Case No. C-79-1710-SW (“*Hardwick*”).

25          13.    In 1983, the *Hardwick* court approved a “Stipulation for Entry of  
26 Judgment” and entered an “Order Approving Entry of Final Judgment in Action” in  
27 *Hardwick* (“Judgment”). The Judgment provided for the reinstatement of the tribes’  
28 members’ status as Indians and their eligibility for federal benefits and services

1 provided to Indians by the United States, the reinstatement of the recognition of the  
2 tribes' status as federally recognized Indian tribes, the application to the tribes'  
3 members of all federal statutes that affect Indians because of their status as Indians,  
4 the right of the members of the tribes to restore to trust status any reservation land  
5 that was not owned by non-Indians, the reestablishment of the boundaries of the  
6 tribes' reservations, and the restoring of all of the lands within the boundaries to  
7 "Indian country" status as defined by 18 U.S.C. § 1151.

8 14. After the Judgment restored the Tribe to federal recognition, the Tribe  
9 reconstituted its tribal government by adopting the Constitution and reacquired a  
10 land base by purchasing, over a period of time, land within and adjacent to the  
11 boundaries of the Reservation. Today, the Reservation consists of approximately 340  
12 acres of land owned by the United States in trust for the Tribe, spanning the Mad  
13 River, and adjacent to California Highway 299 and the City of Blue Lake.

14 15. In 1987, the United States Supreme Court issued a decision in  
15 *California v. Cabazon Band of Mission Indians*, 480 U.S. 202 (1987), in which the  
16 Supreme Court held that California lacked the federal statutory authority required to  
17 regulate bingo halls on tribal lands. Prior to the decision in *Cabazon*, many Tribes,  
18 including Blue Lake, sought to engage in bingo and other forms of Indian gaming to  
19 promote tribal self-determination and economic self-sufficiency.

20 16. In 1988, Congress enacted the Indian Gaming Regulatory Act, 25  
21 U.S.C. § 2701 *et. seq.* ("IGRA"), in response to the *Cabazon* decision. Between 1988  
22 and 1998, California Tribes, including Blue Lake, fought the State of California  
23 ("State") and, in particular, Governor Pete Wilson for the right to engage in class III  
24 gaming in accordance with IGRA.

25 17. In 1998, with the assistance of the California Nations Indian Gaming  
26 Association ("CNIGA") and Governor-elect Gray Davis, California Tribes placed  
27 an initiative measure on the ballot, which the voters of the State of California passed,  
28 called Proposition 5 ("Prop. 5"), which among other things, mandated the Governor

1 of California to negotiate IGRA, class III gaming compacts with Tribes.

2 18. Pursuant to the IGRA, on September 10, 1999, the Tribe executed the  
3 1999 Model Tribal-State Class III Gaming Compact (“1999 Compact”) with the  
4 State.

5 19. In 1999, the California Supreme Court issued a decision in *Hotel Emps.*  
6 & *Rest. Emps. Int’l Union v. Davis*, which held that the Prop. 5 initiative statute was  
7 invalid as inconsistent with provisions of the California State Constitution that  
8 prohibited Nevada and New Jersey style casinos. As a result, the 1999 Compacts  
9 negotiated between Tribes and Governor Davis were precluded from being executed  
10 and ratified by the California State Legislature.

11 20. In 2000, the citizens of California approved Proposition 1A (“Prop.  
12 1A”), which amended the California Constitution and expressly authorized class III  
13 gaming, generally, and, in particular, authorized the operation of slot machines,  
14 lottery games, and banking and percentage card games, identified in the 1999  
15 Compacts. Prop 1A authorized the Governor to execute, and the Legislature to ratify,  
16 the 1999 Compacts entered into as a result of Prop. 5.

17 21. The Tribe’s 1999 Compact was ratified by the State legislature by  
18 statute, Cal. Gov. Code § 12012.25(a)(6).

19 22. By letter dated May 5, 2000, the Tribe’s 1999 Compact was approved  
20 by Assistant-Secretary for Indian Affairs, Kevin Gover.

21 23. Pursuant to its Constitution, the Tribe, as the beneficial owner of the  
22 Reservation, and acting through its Business Council, adopted a Tribal Gaming  
23 Ordinance (“Gaming Ordinance”), which authorizes and provides for the regulation  
24 of class I, II, and III gaming on the Reservation.

25 24. The National Indian Gaming Commission (“NIGC”) approved the  
26 Gaming Ordinance, and its subsequent amendments, pursuant to the authority  
27 granted to it under the IGRA.

28 25. The 1999 Compact was set to expire on December 31, 2020, and in

1 May 2014, the Tribe sought to negotiate a new compact with the State. The  
2 negotiations were unsuccessful, and the Tribe was one of five Tribes that initiated  
3 bad faith litigation against the State, pursuant to the IGRA. That case was *Chicken*  
4 *Ranch Rancheria of Me-Wuk Indians v. Newsom*.

5 26. On July 28, 2022, the United States Court of Appeals for the Ninth  
6 Circuit issued a decision in *Chicken Ranch Rancheria of Me-Wuk Indians v.*  
7 *Newsom*, 427 F.4th 1022 (9th Cir. 2022). The Court concluded that the State of  
8 California failed to negotiate a new compact with the plaintiff tribes in good faith  
9 and ordered the implementation of IGRA's remedial scheme. On January 31, 2024,  
10 consistent with the remedy supplied by IGRA, the Secretary of the Interior, United  
11 States Department of the Interior, issued Secretarial Procedures for the regulation of  
12 the Tribe's class III gaming.

13 27. The Tribe has operated the Blue Lake Casino and later (2006) its small  
14 slot machine-only gaming facility within its fuel station convenience store  
15 (collectively, the "Casino") pursuant to the IGRA, its 1999 Compact, its Secretarial  
16 Procedures, and its Gaming Ordinance since Assistant-Secretary Gover approved its  
17 1999 Compact.

18 28. Pursuant to the 1999 Compact, the Secretarial Procedures, and the  
19 Tribe's Gaming Ordinance, the Business Council has established and appointed the  
20 Blue Lake Rancheria Tribal Gaming Commission ("Gaming Commission"), which  
21 comprehensively regulates every aspect of the playing of class I, II, and III gaming  
22 on the Reservation.

23 29. The Gaming Commission has the power and duty to inspect, examine,  
24 and monitor gaming activities, including the power to demand access to and inspect,  
25 examine, photocopy, and audit all papers, books, and records respecting such  
26 gaming activities; to the extent required, comply with any reporting requirements  
27 established under a tribal-state compact or secretarial procedures to which the Tribe  
28 is a party and other applicable law, including IGRA; promulgate and issue such

1 regulations as it deems appropriate in order to implement and enforce the provisions  
2 of the Gaming Ordinance; promulgate regulations establishing minimum internal  
3 control standards for the operation of any gaming activities conducted on the  
4 Reservation including, but not limited to, auditing, internal fiscal controls, technical  
5 standards for electronic gaming, and describing and establishing rules for each class  
6 I, II or III game authorized to be conducted on the Reservation; to issue employee,  
7 and vendor gaming licenses pursuant to the Gaming Ordinance; and to carry out such  
8 other duties with respect to all gaming activities on the Reservation as the Business  
9 Council shall direct from time to time by amendment to the Gaming Ordinance or  
10 by the adoption of a written policy or resolution.

11 30. As a current member of the Business Council and former member of  
12 the Gaming Commission, I am familiar with the operation of the Tribe's government  
13 and business enterprise and, specifically, the Tribe's gaming facility, and how  
14 gaming revenues affect the Tribe's governmental budgets and finances.

15 31. Gaming provided the Tribe with its first source of adequate, consistent,  
16 and predictable revenue with which to develop a minimum level of government  
17 operations, programs, and services. That remains true today.

18 32. The Gaming Commission has implemented all provisions of the  
19 Tribe's gaming ordinance first adopted by the Tribe by Resolution 95-01, dated  
20 August 14, 1993, approved by the NIGC on March 30, 1995, and later amended and  
21 then approved by NIGC on January 4, 2002. It regulates class I, II, and III gaming  
22 on all tribal lands.

23 33. Although the Tribe operates a relatively small casino, it expends  
24 considerable resources fulfilling the Gaming Commission's regulatory mission with  
25 a staff of over 60 people across all divisions including security, surveillance,  
26 backgrounds and licensing, gaming resource compliance, public safety/EMT,  
27 internal audit, and Title 31 compliance. The Gaming Commission has complied with  
28 31 CFR Chapter X - Financial Crimes Enforcement Network ("FinCEN") of the



1 Bank Secrecy Act. The Gaming Commission has a full-time Title 31 officer who  
2 conducts three Title 31 trainings per month and is active in reporting Currency  
3 Transaction Reports (“CTR”) and Suspicious Activity Reports for Casinos  
4 (“SARC”). The Gaming Commission reports on average 228 CTRs, 120 SARCs,  
5 and 52 watchlist SARCs each year. The Gaming Commission conducts 24 Internal  
6 Controls audits each year (e.g., key control, cash handling and gaming operations,  
7 surveillance, Title 31, Erasable Programmable Read Only Memory (“EPROM”)  
8 control, back-of-house accounting and marketing).

9 34. On behalf of the Gaming Commission, in my capacity as a member of  
10 the Gaming Commission, I coordinated the yearly NIGC audit on backgrounds,  
11 licensing and surveillance standards with the regional NIGC Sacramento office. On  
12 behalf of the Gaming Commission, I dedicated full-time Gaming Commission  
13 compliance staff to audit and test class III gaming devices randomly on a monthly  
14 basis to ensure that EPROM chips that drive the random and fair game play of class  
15 III gaming devices were accounted for, locked in the devices and separately keyed  
16 to prevent tampering, properly disposed of, and remained solely in the control of the  
17 Gaming Commission, all in an effort to ensure public confidence and establish  
18 principles of fair play.

19 35. The Gaming Commission also ensures that other gaming resources,  
20 such as playing cards and bingo balls, were locked in a secure room under 24-hour  
21 surveillance with daily audit and dual access controls, and that those resources were  
22 regularly disposed of and new resources were put into play in an effort to assure the  
23 Tribe and the public that gaming was conducted fairly. The Gaming Commission  
24 further ensures that casino operations are free from organized crime and other  
25 corrupting influences, the Tribe is the primary beneficiary of the gaming operation,  
26 and gaming is conducted fairly and honestly by both the operator and players. The  
27 Gaming Commission ensures that the revenues from the gaming operation undergo  
28 a yearly financial audit and that the audit reports are forwarded to the NIGC. The

1 Gaming Commission also ensures that the revenues from the gaming are used to  
2 fund tribal government operations or programs, provide for the general welfare of  
3 the Tribe and its members, to promote tribal economic development, to donate to  
4 charitable organizations, and to fund operations of local government agencies. The  
5 Gaming Commission ensures that all contracts for supplies, services, or concessions  
6 for a contract amount in excess of \$25,000 annually (except contracts for  
7 professional legal or accounting services) relating to gaming are subject to  
8 independent audits. The Gaming Commission ensures that construction and  
9 maintenance of the gaming facility and the operation of gaming is conducted in a  
10 manner which adequately protects the environment and public health and safety. The  
11 Gaming Commission has institutionalized a comprehensive system for background  
12 investigations conducted on primary management officials and key employees of the  
13 gaming enterprise, and oversight of such officials and their management is  
14 conducted on an ongoing basis, including tribal gaming licensing for primary  
15 management officials and key employees of the gaming enterprises.

16 36. As part of the regulation of gaming on its Indian lands, the Tribe has  
17 instituted its own responsible gaming program, which mirrors National Council on  
18 Problem Gambling programs. Training in responsible gaming is mandatory for all  
19 casino employees. For some classes of employees, the training must be repeated two  
20 times per year. The casino uses RG24seven, a virtual training program, which  
21 requires that each employee pass an exam at the end of the training. The Casino's  
22 Human Resources officials track the exam results to ensure that each employee has  
23 completed the training.

24 37. The Tribe's Gaming Commission has an exceptional record of  
25 compliance, and its policies and processes have been used as models by other  
26 gaming tribes. Between 2011 and 2020 the State conducted onsite compact  
27 compliance audits. California Department of Justice ("DOJ") Agents collected  
28 documents, tribal internal control standards ("TICS") promulgated by the Gaming



Commission that were generated using best industry standards for gaming regulation and NIGC minimum internal control standards (“MICS”) as guides, and casino policies and procedures written to implement those TICS. The DOJ compact compliance reports reviewed 70 sections with zero documented findings or recommendations for that time period. Agents with the California Bureau of Gambling Control have stated to Gaming Commission staff that they began their annual series of Compact Compliance Reviews with the Tribe’s Gaming Commission, as it was the high standard to which they held other tribal gaming regulatory agencies.

38. In my capacity as a Gaming Commissioner and Chairman of the Business Council, based on my understanding of the IGRA, the implementing regulations, the Tribe’s Secretarial Procedures, and the Tribe’s Gaming Ordinance, Kalshi’s activity falls within the category of class III gaming because it is a form of sports betting, which is not permitted on the Tribe’s Indian lands pursuant to the Tribe’s Secretarial Procedures. That gaming is being conducted without any oversight by any governmental regulatory body and in violation of the Secretarial Procedures issued by the United States Department of the Interior for the authorization and regulation of class III gaming on the Tribe’s Indian lands. If Kalshi’s class III gaming activities on the Tribe’s Indian lands are not enjoined, the Tribe’s authority to regulate activities on the Tribe’s Indian lands will be undermined and the Tribe’s regulation of gaming by the Gaming Commission will be impaired.

39. Currently, Kalshi’s class III gaming activities on the Tribe’s Indian lands are not being conducted under the regulatory oversight of the Gaming Commission or in compliance with the Tribe’s Procedures laws, regulations, and standards, and, therefore, the Tribe’s members and the general public are losing the benefits of the Tribe’s regulatory scheme that ensures the gaming is conducted fairly and honestly by both the operator and players, is shielded from organized crime and

1 other corrupting influences, and that the Indian tribe is the primary beneficiary of  
2 the gaming operation.

3 40. Casino staff has observed casino patrons betting on the Kalshi app  
4 while in the casino. Kalshi is, thus, engaging in sports wagering on the Tribe's  
5 Reservation and is thereby interfering with the Tribe's exclusive right to regulate  
6 class II and class III gaming on the Tribe's Indian lands for which the Tribes spent  
7 years negotiating, engaging in campaigns to convince California voters to support  
8 changes in California law necessary to authorize tribal gaming, and litigating to  
9 prevent the State of California from infringing on the Tribe's right to regulate  
10 gaming on its Indian lands.

11 41. Kalshi's activities also have the potential to damage the Tribe and its  
12 members in ways that go beyond the regulation of the gaming. As a result of Kalshi's  
13 engaging in class III gaming on the Tribe's Indian lands, Kalshi is directly competing  
14 for the same gaming market, patrons, and gaming dollars that would have been spent  
15 in the Tribe's facility.

16 42. The Tribe devotes the lion's share of its governmental resources,  
17 primarily revenues from its gaming activities, to an array of social, environmental,  
18 economic, and infrastructure services. If those gaming revenues are reduced as a  
19 result of Kalshi's class III activities, that will negatively impact the Tribe's  
20 government operations by reducing the Tribe's revenue from gaming.

21 43. If Kalshi continues to conduct class III gaming through its app-based  
22 sports betting and thereby divert potential casino patrons from gaming at the Tribe's  
23 casino, the Tribe will lose gaming market predictability and the ability to generate  
24 the revenues necessary to fund essential governmental services that it is presently  
25 providing on its Indian lands and for the larger region, including, but not limited to,  
26 police protection, tribal court, wildland and structure fire protection, tribal utility  
27 authority, energy efficiency measures, solar and battery storage microgrids and other  
28 electrical systems construction and maintenance, natural gas infrastructure

1 maintenance, water and wastewater infrastructure construction, maintenance, and  
2 conservation, telecommunications infrastructure construction and maintenance,  
3 liquid fuels supply and manufacturing, tribal education agency and associated  
4 programs, road maintenance, the local region's only public transit program,  
5 electrified transportation infrastructure maintenance, food sovereignty program  
6 including food production (community garden), distribution, storage, and meals  
7 preparation and delivery (over 60,000 meals a year) across a 1,450 square mile  
8 service area, environmental programs management (e.g., air quality and water  
9 quality monitoring, recycling programs, wetland, fish passage, and river restoration  
10 activities) thereby preventing the Tribe from effectively operating its tribal  
11 government.

12 44. Though the Tribe is one of the smallest in terms of land base and  
13 population of the Nation's over 574 federally recognized Native American  
14 governments, it is one of the largest employers and service providers in its rural  
15 region, serving tribal and non-tribal constituencies alike.

16 45. The vast majority of the Tribe's over 400 employees are California  
17 citizens and taxpayers, and as a result of Kalshi's conducting and potentially  
18 expanding its class III gaming on the Tribe's Indian lands, Reservation jobs in  
19 gaming and in other government operations are in jeopardy, which would impact the  
20 associated tribal (and state) revenue streams that result.

21 46. The Tribe has invested a portion of its gaming revenues over the last  
22 decade into energy efficiency and clean energy resilience projects, which have  
23 created co-benefits for tribal members and the broader region. In August and  
24 September of 2020, the Tribe coordinated electric power demand response actions  
25 to help California with "once in 35 year" electric grid stress events which happened  
26 twice in two weeks, caused by a historic heat dome over the entire western United  
27 States. By using its clean energy microgrids to island from the regional grid and  
28 provide reliable power onsite, the Tribe helped reduce the demand on California's

1 electrical grid to avoid grid collapse, and maintained operations of critical  
2 infrastructure, which in turn enabled tribal staff and others to deliver social and  
3 emergency services (e.g., food, water, shelter, tele-health and remote/distance  
4 education supports, internet and cellular connectivity, electric vehicle charging  
5 facilities, fuel for emergency vehicles and backup generators for clinics and other  
6 local governmental needs), and, during the COVID pandemic, maintaining PPE and  
7 EPG inventories and distribution.

8       47. Tribal government revenue uncertainty arising from Kalshi's activities  
9 could prevent hiring and contracting for adequate capacity to manage new funding  
10 and projects such as broadband and clean energy expansions, jobs programs and  
11 workforce training, and overall climate mitigation and adaptation strategies. There  
12 are large projects in motion at the Reservation and in the surrounding rural,  
13 geographically isolated, and underserved region (e.g., Echo subsea broadband cable,  
14 Digital 299 broadband cable, offshore wind energy development), and without  
15 confidence in, and security of its primary source of revenue, the Tribe will not be  
16 able to participate, coordinate, collaborate, or keep pace with these critical  
17 infrastructure build-outs, which will mean significant and irrecoverable opportunity  
18 costs as federal funding passes by and is not captured, and as infrastructure is built  
19 which does not include the Tribe.

20       48. Reduction in the Tribe's gaming revenue could also jeopardize a  
21 specific current project, the construction of the Toma Resilience Campus ("Toma").  
22 The Toma is a state-of-the-art multipurpose facility designed to support regional  
23 rural resilience, clean energy and smart technologies, training and workforce  
24 development programs, hands-on maker-space science, technology, engineering,  
25 arts, and math education, emergency preparedness, retail, a teaching kitchen, café,  
26 and business incubator focused on climate-smart solutions. The Toma is partially  
27 funded by a \$7.8 million U.S. Economic Development Administration grant but  
28 requires funding from the Tribe to complete construction and to launch its programs,

1 which include workforce development and professional trainings, trades education  
2 and certifications, a tribal college in partnership with other tribal nations, Humboldt  
3 State University and College of the Redwoods.

4 49. Reduction in tribal gaming revenue would jeopardize the continuation  
5 of the Tribe's public transit system, the only public transit serving the Reservation,  
6 City of Blue Lake, and other off-reservation areas in the surrounding communities.  
7 With its gaming revenues, the Tribe augments limited grant funding to ensure the  
8 region has access to reliable transportation. A reduction in gaming revenue would  
9 place at risk public ridership of over 47,000 trips per year, primarily low-income  
10 students and families, including, but not limited to, over 360 low-income healthy  
11 family passes that enable transport to schools, jobs and work, medical appointments,  
12 and grocery shopping.

13 50. Reduction in tribal gaming revenue would jeopardize the continuation  
14 of the Tribe's green fuels program, which includes biodiesel manufactured by using  
15 waste oil from the Tribe's commercial kitchen and used to fuel the Tribe's public  
16 transit buses. Discontinuation of this program will increase the cost of public transit  
17 by \$5,000 per year and increase greenhouse gas emissions ("GHG") by many tons  
18 per year.

19 51. Reduction in gaming revenue would threaten the investments that the  
20 Tribe makes using its gaming revenues in climate-smart innovations. Notable  
21 examples are advancements in clean energy, highly efficient electrified buildings,  
22 electrified transportation, smart water grids, and other green projects that assist  
23 California in meeting its GHG reductions and resilience goals as well.

24 52. Reduction in gaming revenue would also jeopardize the Tribe's plans  
25 to build, operate, and maintain an adjacent rail-to-trail project that will be the  
26 northern terminus of the 300-mile "Great Redwood Trail." Without confidence in its  
27 government economic enterprises, the Tribe will not proceed with construction of  
28 the trail, nor will it have enough funds to conduct vegetation management for

1 wildfire risk reduction, or water transport improvements and wetland management  
2 to prevent flooding on the Reservation.

3 I declare under penalty of perjury under the laws of the United States of  
4 America that the foregoing is true and correct.

5 Date: August 27, 2025.

/s/ Jason Ramos  
JASON RAMOS, Declarant

**CERTIFICATE OF SERVICE**

I am employed in the County of Mendocino, State of California. I am over the age of 18 years and not a party to the within action; my business address is that of Rapport & Marston, 405 West Perkins Street, Ukiah, California 95482.

I hereby certify that I electronically filed the foregoing document with the Clerk of the United States District Court for the Northern District of California by using the CM/ECF system on September 4, 2025, which generated and transmitted a notice of electronic filing to CM/ECF registrants.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct; executed on September 4, 2025, at Ukiah, California.

/s/ Anita Salmeron  
ANITA SALMERON

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California State Bar No. 081030  
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**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**

BLUE LAKE RANCHERIA,  
CHICKEN RANCH RANCHERIA OF  
ME-WUK INDIANS, and PICAYUNE  
RANCHERIA OF THE  
CHUKCHANSI INDIANS

Plaintiffs,

v.

KALSHI INC., KALSHIEX LLC,  
ROBINHOOD MARKETS, INC.,  
ROBINHOOD DERIVATIVES LLC,  
and DOES 1-20,

Defendants.

Case No.: 25-cv-06162-JSC

**DECLARATION OF SKYLER  
KRETZ IN SUPPORT OF  
PLAINTIFFS' MOTION FOR A  
PRELIMINARY INJUNCTION**

I, Skyler Kretz, declare:

1. I am an intern in the Law Office of Lester J. Marston, which represents the Plaintiffs, Blue Lake Rancheria, Chicken Ranch Rancheria of Me-Wuk Indians, and the Picayune Rancheria of Chukchansi Indians ("Tribes") in the above-entitled



1 case. I am submitting this declaration in support of the Tribes' Motion for a  
2 Preliminary Injunction. The information contained in this declaration is of my own  
3 personal knowledge and, if called as a witness in these proceedings, I could and  
4 would competently testify thereto.  
5

6 2. On July 17, 2025, I accessed Kalshi's official Instagram account,  
7 @kalshi\_official, and screenshotted<sup>1</sup> a video posted on the account page. A true and  
8 correct copy of the July 17, 2025 screenshot is incorporated by this reference and  
9 attached hereto as **Exhibit 1**.<sup>2</sup> In captioned language, the video states, "Less than 6  
10 months ago, we launched our first sports market. Today, we crossed \$2 billion in  
11 sports trading volume."  
12

13 3. On July 17, 2025, I screen recorded<sup>3</sup> an advertisement video from  
14 Kalshi's official Instagram account, @kalshi\_official. A true and correct copy of the  
15 July 17, 2025 screen recording is incorporated by this reference and attached hereto  
16 as **Exhibit 2**.  
17

18  
19 <sup>1</sup> A "screenshot" is "an image that shows the contents of a computer display." *Screenshot*,  
20 Merriam-Webster Dictionary, <https://www.merriam-webster.com/dictionary/screenshot> (last  
21 visited Aug. 26, 2025). "Screenshotting" means "to capture a screenshot of (an image on a  
22 computer display)." *Id.* "Screenshotted" is the past-tense/past-participle form of the transitive verb,  
23 "screenshotting," namely, a still image is taken of content displayed on a computer screen, as  
24 relevant here, for the purpose of preserving advertised text and image content for submission to  
25 the Court.

<sup>2</sup> Each exhibit includes a hyperlink to the video content preserved by Plaintiffs. Because video  
content cannot be reproduced in a manner that may be attached as an exhibit for submission to the  
Court, the Court will need to use the hyperlink to access Defendant's video advertisements  
referenced in the exhibits.

<sup>3</sup> Screen recording is the functional equivalent of "screenshotting" but pertains to video material  
preserved for submission to the Court, rather than still images.

1           4.     On July 17, 2025, I screenshotted an image on Kalshi's official  
2 Instagram account, @kalshi\_official. The image contains a pie chart showing that  
3 Kalshi accounts for 7.5% of the US Derivatives Market Share. The post is dated  
4 February 28, 2025, on the Instagram page. A true and correct copy of the July 17,  
5 2025 screenshot is incorporated by this reference and attached hereto as **Exhibit 3**.

7           5.     On July 17, 2025, I screen recorded a video on Kalshi's official  
8 Instagram account, @kalshi\_official. A true and correct copy of the July 17, 2025  
9 screen recording is incorporated by this reference and attached hereto as **Exhibit 4**.

10           6.     On July 17, 2025, I screen recorded a video on Kalshi's official  
11 Instagram account, @kalshi\_official. A true and correct copy of the July 17, 2025  
12 screen recording is incorporated by this reference and attached hereto as **Exhibit 5**.

14           7.     On July 17, 2025, I screenshotted comments from a post on Kalshi's  
15 sports Instagram account, @kalshisports, dated February 9, 2025. A true and correct  
16 copy of the July 17, 2025 screenshot is incorporated by this reference and attached  
17 hereto as **Exhibit 6**. One comment states, "This app is trying to legalize gambling in  
18 all 50 states for 18 year olds. Youth gambling epidemic incoming. Even worse not a  
19 single state will benefit financially." At the time I screenshotted this comment, it  
20 was made 15 weeks prior. Another commenter wrote, "Is this app legit?" At the time  
21 I screenshotted this comment, it was made 22 weeks prior.

23           8.     On July 17, 2025, I screenshotted a post on Kalshi's sports Instagram  
24 account, @kalshisports, that attaches clips from news articles. A true and correct  
25

1 copy of the July 17, 2025 screenshot is incorporated by this reference and attached  
2 hereto as **Exhibit 7**.

3  
4 9. On July 17, 2025, I screenshotted comments under a post from Kalshi's  
5 sports Instagram account, @kalshisports. A true and correct copy of the July 17,  
6 2025 screenshot is incorporated by this reference and attached hereto as **Exhibit 8**.  
7 One comment states, "Will you be voiding the NJ bets. I'm hearing that California  
8 is drafting a cease and desist as well. Who next @indianabasketballclub?  
9 @govmurphy." At the time I screenshotted this comment, it was made 15 weeks  
10 prior as shown on Instagram. Another comment states, "Is NJ constitution something  
11 we should worry about. I like begging [sic] on youth basketball and think you guys  
12 should change the limit from 18 years old to 16." At the time I screenshotted that  
13 comment, it was made 15 weeks prior as shown on Instagram.

14  
15 10. On July 17, 2025, I screenshotted comments made under a post on  
16 Kalshi's sports Instagram account, @kalshisports. A true and correct copy of these  
17 two July 17, 2025 screenshots are incorporated by this reference and attached hereto  
18 as **Exhibit 9** and **Exhibit 10**. One of the comments states "Congrats on the  
19 sponsorship but I wish it wasn't for gambling [grimacing face emoji]" At the time I  
20 screenshotted this comment, it was made 15 weeks prior as shown on Instagram. I  
21 took another screenshot of comments under a post that states "Kalshi is dangerous.  
22 Sports betting should not be okay for under 21 let alone in all 50 states... ." At the  
23 time I screenshotted this comment, it was made 15 weeks prior.  
24  
25

1           11. On July 17, 2025, I screenshotted comments made under a post on  
2 Kalshi's sports Instagram account, @kalshisports. A true and correct copy of this  
3 July 17, 2025 screenshot is incorporated by this reference and attached hereto as  
4 **Exhibit 11**. One comment states, "Are you still allowing 18 year olds to place money  
5 on these games??? I'm from NJ." At the time I took the screenshot of this comment,  
6 it was made 15 weeks prior as shown on Instagram. Another comment states, "In  
7 other words, if you bet \$100 on each, you have 75% chance of winning at least \$17  
8 lol."  
9

10  
11           12. On July 17, 2025, I screenshotted comments made under an Instagram  
12 post from Kalshi's sports Instagram account, @kalshisports. A true and correct copy  
13 of this July 17, 2025 screenshot is incorporated by this reference and attached hereto  
14 as **Exhibit 12**. Here, one comment states, "Putting the [house emoji] on Auburn."  
15 At the time I took the screenshot of this comment, it was made 15 weeks prior as  
16 shown on Instagram. Another comment states, "Shoulda bet no Florida preseason."  
17 At the time I took the screenshot of that comment, it was made 15 weeks prior.  
18

19           13. On July 17, 2025, I screenshotted comments made under the post  
20 mentioned in the preceding paragraph on Kalshi's sports Instagram account,  
21 @kalshisports. A true and correct copy of this July 17, 2025 screenshot is  
22 incorporated by this reference and attached hereto as **Exhibit 13**. One comment  
23  
24  
25

1 displays an GIF<sup>4</sup> of dice rolling. At the time I took the screenshot of this comment,  
2 it was made 15 weeks prior.  
3

4 14. On July 17, 2025, I screenshotted comments made on a post on Kalshi's  
5 sports Instagram account, @kalshisports. A true and correct copy of the July 17,  
6 2025 screenshot is incorporated by this reference and attached hereto as **Exhibit 14**.  
7 The post portrays a contract stating, "Is Bron planning on retiring to become  
8 LePresident?" One comment here states, "The fact that betting is taking over shows  
9 how little Americans want to think. The butlerian jihad will remember you people."  
10 At the time I took the screenshot of this specific comment, it was made 2 weeks  
11 prior.  
12

13 15. On July 17, 2025, I accessed Kalshi's official Instagram account,  
14 @kalshi\_official, and screenshotted a post that states, "Sports markets made legal."  
15 A true and correct copy of the July 17, 2025 screenshot is incorporated by this  
16 reference and attached hereto as **Exhibit 15**. The author commented under the post  
17 "The Golden Age of Markets is here. Legal sports markets, accessible to Americans  
18 in all 50 states. Who are you taking this Sunday?" The post was made on January  
19 23, 2025.  
20  
21  
22

---

23 <sup>4</sup> A "GIF" is "a computer filed format for the compression and storage of visual digital  
24 information" and is also defined as "an image or video stored in this format." *GIF*, Merriam-  
25 Webster Dictionary, <https://www.merriam-webster.com/dictionary/GIF> (last visited Sep. 1, 2025).

1           16. On July 17, 2025, I accessed Kalshi's official Instagram account  
2 @kalshi\_official and screenshotted a post showing a headline of an article from  
3 Front Office Sports that reads "Robinhood to Offer Super Bowl Betting via Kalshi."  
4 A true and correct copy of the July 17, 2025 screenshot is incorporated by this  
5 reference and attached hereto as **Exhibit 16**. The post was made on February 3, 2025.  
6 The author commented under the post, "Prediction markets are now available to  
7 more than 25 million people... ."  
8

9           17. On July 17, 2025, I accessed Kalshi's official Instagram account,  
10 @kalshi\_official, and screen recorded a video from this account page. A true and  
11 correct copy of the July 17, 2025 screen recording is incorporated by this reference  
12 and attached hereto as **Exhibit 17**.  
13

14           18. On July 17, 2025, I accessed TikTok and received an advertisement  
15 from Kalshi. I screenshotted the comments under the advertisement that states,  
16 "Replace 'trade' with 'bet'." A true and correct copy of the July 17, 2025 screenshot  
17 is incorporated by this reference and attached hereto as **Exhibit 18**. At the time I  
18 took the screenshot of this comment, it was made 1 week prior as shown on TikTok.  
19 Another comment states, "This shouldn't be legal." At the time I took the screenshot  
20 of this comment, it was made 3 days prior as shown on TikTok. Another comment  
21 states, "Betting culture is crazyyy." At the time I took the screenshot of this  
22 comment, it was made 4 days prior. Another comment reads, "'Traded'." Another  
23  
24  
25

comment states, “Didn’t Enron do the exact same thing?” At the time I took the screenshot of this comment, it was made 3 days prior as shown on TikTok.

19. On July 17, 2025, I screenshotted more comments under the advertisement described in Paragraph 18. A true and correct copy of the July 17, 2025 screenshot is incorporated by this reference and attached hereto as **Exhibit 19**. One comment states, “You mean wager a bet?” This comment was made on July 9, 2025. Another comment here states, “Enron did it first.” At the time I took the screenshot of this comment, it was made 5 days prior. Another comment, posted on July 9, 2025, reads, “Are we fr [sic] betting on the weather now [face palm emoji].”

20. On July 17, 2025, I screenshotted more comments made under the advertisement described in Paragraph 18. A true and correct copy of the July 17, 2025 screenshot is incorporated by this reference and attached hereto as **Exhibit 20**. Specifically, I screenshotted a comment, made on July 7, 2025, stating “I bet not traded.” Another comment reads “‘Traded’ [broken heart emoji].” At the time I took the screenshot of this comment, it was made 1 day prior as shown on TikTok. Another comment reads, “Enron is back baby!” At the time I took the screenshot of this comment, it was made 2 days prior as shown on TikTok. Another comment at the bottom of the screen reads, “Betting on weather is insane [face with tears of joy emoji][face with tears of joy emoji][face with tears of joy emoji].”

21. On July 17, 2025, I screenshotted more comments made under the advertisement described in Paragraph 18. A true and correct copy of the July 17,

2025 screenshot is incorporated by this reference and attached hereto as **Exhibit 21**. Specifically, I screenshotted one comment made on July 5, 2025, that reads, “Addiction type beat.” Another comment, made on July 8, 2025, reads, “I ‘traded’ it all on black and now im [sic] by the wendy’s dumpster if anyone wants service for \$5.” Another comment made on July 8, 2025, reads, “Predatory marketing.” Another comment here reads, “Calling it a ‘trading app’ is crazy.” At the time I took the screenshot of this comment, it was made 1 week prior as shown on TikTok. Another comment at the bottom of the screen reads “It’s time to get some help if you genuinely betting on the weather.”

22. On July 17, 2025, I screenshotted more comments made under the advertisement described in Paragraph 18. A true and correct copy of the July 17, 2025 screenshot is incorporated by this reference and attached hereto as **Exhibit 22**. Specifically, I screenshotted one comment that reads, “This is literal dystopia. Please don’t do this.” At the time I took the screenshot of this comment, it was made 1 week prior as shown on TikTok. Another comment reads, “1-800-GAMBLER.” At the time I took the screenshot of this comment, it was made 1 week prior as shown on TikTok. Another comment made on July 9, 2025, reads, “over/under on weather is bonkers.” Additionally, another comment, made on July 8, 2025, reads, “If you’re betting on weather call the hotline bro.” Another comment, made on July 8, 2025, also reads, “1-800-GAMBLER.”



23. On July 18, 2025, I accessed Kalshi's official Instagram account, @kalshi\_official, and screenshotted a video made on Instagram Threads on February 27, 2025. Above the video, Kalshi posted, "What are you trading on ahead of the Oscars? Kalshi has odds on all the outcomes [camera emoji][clapper board emoji][popcorn emoji]." A true and correct copy of the July 18, 2025 screenshot is incorporated by this reference and attached hereto as **Exhibit 23**.

24. On July 18, 2025, I accessed Tarek Mansour's official X account, @mansourtarek\_, and screen recorded a video. A true and correct copy of the July 18, 2025 screen recording is incorporated by this reference and attached hereto as **Exhibit 24**.

25. On July 18, 2025, I accessed Kalshi's official Instagram account, @kalshi\_official, and screenshotted a video of a post that Kalshi made on Instagram Threads on July 11, 2025. A true and correct copy of the July 18, 2025 screenshot is incorporated by this reference and attached hereto as **Exhibit 25**.

26. On July 18, 2025, I accessed Kalshi's official Instagram account, @kalshi\_official, and screenshotted a post made on Instagram Threads. At the time I screenshotted this Instagram Thread post, it was made 6 days prior as shown on Instagram. A true and correct copy of the July 18, 2025 screenshot is incorporated by this reference and attached hereto as **Exhibit 26**.

27. On July 18, 2025, I accessed Kalshi's official Instagram account, @kalshi\_official, and screen recorded a video from a post made on Instagram

1 Threads. A true and correct copy of the July 18, 2025 screen recording is  
2 incorporated by this reference and attached hereto as **Exhibit 27**.

3  
4 28. On July 18, 2025, I accessed Kalshi's sports account, @kalshisports,  
5 and screenshotted a post made on Instagram Threads on February 20, 2025. A true  
6 and correct copy of the July 18, 2025 screenshot is incorporated by this reference  
7 and attached hereto as **Exhibit 28**.

8  
9 29. On July 18, 2025, I accessed Kalshi's sports account, @kalshisports,  
10 and screenshotted a post made on Instagram Threads on March 6, 2025. A true and  
11 correct copy of the July 18, 2025 screenshot is incorporated by this reference and  
12 attached hereto as **Exhibit 29**.

13  
14 30. On July 18, 2025, I accessed Kalshi's sports account, @kalshisports,  
15 and I screenshotted a post made on Instagram Threads on March 6, 2025. A true and  
16 correct copy of the July 18, 2025 screenshot is incorporated by this reference and  
17 attached hereto as **Exhibit 30**.

18  
19 31. On July 18, 2025, I accessed Kalshi's sports account, @kalshisports,  
20 and screenshotted a post made on Instagram Threads on March 20, 2025. A true and  
21 correct copy of the July 18, 2025 screenshot is incorporated by this reference and  
22 attached hereto as **Exhibit 31**.

23  
24 32. On July 18, 2025, I accessed Kalshi's official X account, @Kalshi, and  
25 screenshotted a post that Kalshi made on April 3, 2025. A true and correct copy of

1 the July 18, 2025 screenshot is incorporated by this reference and attached hereto as  
2 **Exhibit 32.**

3  
4 33. On July 18, 2025, I accessed Kalshi's official X account, @Kalshi, and  
5 screenshotted a post Kalshi made on October 23, 2024. @Kalshi commented above  
6 on a video, "Theo Von and JD Vance discuss the accuracy of betting markets over  
7 polls. Americans are waking up to the power of prediction markets. More truth." The  
8 tagged video is of a discussion between Theo Von and JD Vance. A true and correct  
9 copy of the July 18, 2025 screenshot is incorporated by this reference and attached  
10 hereto as **Exhibit 33.**

11  
12 34. On July 18, 2025, I accessed Kalshi's official X account, @Kalshi, and  
13 screenshotted a post Kalshi made on October 27, 2024. A true and correct copy of  
14 the July 18, 2025 screenshot is incorporated by this reference and attached hereto as  
15 **Exhibit 34.** On the post, @Kalshi commented, "Live bets on the election while  
16 Trump speaks at MSG." There is an attached video to the post. At the time that I  
17 screenshotted the post, it had 1.3 million views.

18  
19 35. On July 18, 2025, I accessed Kalshi's official X account, @Kalshi, and  
20 screenshotted a post Kalshi made on October 30, 2024. A true and correct copy of  
21 the July 18, 2025 screenshot is incorporated by this reference and attached hereto as  
22 **Exhibit 35.** On the post, @Kalshi commented, "OpenAI, Meta, Google, TikTok, &  
23 Kalshi [rocket ship emoji]. #1 global app soon [chart increasing emoji]." Kalshi's  
24 repeated statement, in the same-sized font and on the same line describing its app,  
25

1 reads, “Kalshi: Bet the 2024 Election.” Below this statement name, the post reads,  
2 “Trump v Harris: 270 to Win.” This post had “15K” views as shown on X when I  
3 screenshotted it.  
4

5 36. On July 18, 2025, I accessed Kalshi’s official X account, @Kalshi, and  
6 screenshotted a post Kalshi made on January 23, 2025. A true and correct copy of  
7 the July 18, 2025 screenshot is incorporated by this reference and attached hereto as  
8 **Exhibit 36**. On the post, @Kalshi reposted a post from Tarek Mansour’s official X  
9 account, @mansourtarek\_. Above Tarek Mansour’s post, @Kalshi comments,  
10 “Sports trading is live on Kalshi! Available in all 50 States: No house - trade directly  
11 with other users in an open market. Live trading during the game with no locked  
12 lines - cash out anytime. No bans or restrictions for winners. The Golden Age of  
13 markets is here.” Tarek Mansour’s attached post reads, “America is entering a new  
14 era. The people have spoken: they want more. Today, on the heels of our explosive  
15 growth, Kalshi takes its next big step: Sports. Legal sports markets, accessible to  
16 Americans in all 50 states. We are just getting started [American flag emoji]”  
17  
18

19 37. On July 18, 2025, I accessed Kalshi’s official X account, @Kalshi, and  
20 screenshotted a post Kalshi made on February 9, 2025. A true and correct copy of  
21 the July 18, 2025 screenshot is incorporated by this reference and attached hereto as  
22 **Exhibit 37**. At the time that I screenshotted this post, it had 1.1 million views.  
23

24 38. On July 18, 2025, I accessed Kalshi’s official X account, @Kalshi, and  
25 screenshotted a post that Kalshi made on March 17, 2025. A true and correct copy

1 of the July 18, 2025 screenshot is incorporated by this reference and attached hereto  
2 as **Exhibit 38**.

3  
4 39. On July 18, 2025, I accessed Kalshi's official X account, @Kalshi, and  
5 screenshotted a post that Kalshi made on March 20, 2025. A true and correct copy  
6 of the July 18, 2025 screenshots are incorporated by this reference and attached  
7 hereto as **Exhibit 39** and **Exhibit 40**.

8  
9 40. On July 18, 2025, I accessed TikTok and received an advertisement  
10 from Kalshi on my "For You Page." I screenshotted a few comments under the  
11 advertisement. A true and correct copy of the July 18, 2025 screenshot is  
12 incorporated by this reference and attached hereto as **Exhibit 41**. One comment  
13 reads, "This is gambling [loudly crying face emoji][hand displaying a peace sign  
14 emoji]" That comment was made on July 8, 2025. Another comment reads,  
15 "Trading." This comment was made on July 2, 2025.

16  
17 41. On July 18, 2025, I accessed TikTok and received an advertisement  
18 from Kalshi. I took multiple screenshots of comments under the advertisement. A  
19 true and correct copy of the July 18, 2025 screenshots are incorporated by this  
20 reference and attached hereto as **Exhibit 42**, **Exhibit 43**, and **Exhibit 44**. One  
21 comment reads, "'Trade' ima [sic] buy \$15 that it's sunny tomorrow. Yea that's a  
22 trade alright [grimacing face emoji][face with tears of joy emoji]" That comment  
23 was made on July 10, 2025. Another comment reads, "This shouldn't be legal." At  
24 the time I took the screenshot of this comment, it was made 4 days prior as shown  
25

1 on TikTok. Another comment reads, “Didn’t Enron do the exact same thing?” At the  
2 time I took the screenshot of this comment, it was made 4 days prior as shown on  
3 TikTok. Another comment made on July 9, 2025, reads, “You mean wager a bet?”  
4 Another comment made on July 10, 2025, reads, “As a meteorologist would this be  
5 insider trading? [face with tears of joy emoji][face with tears of joy emoji][face with  
6 tears of joy emoji].” Another comment reads, “I’m betting on Cupertino weather  
7 [prayer hands emoji].” At the time I took the screenshot of this comment, it was  
8 made 6 days prior as shown on TikTok.  
9

10  
11 42. On July 19, 2025, I accessed TikTok and received a sponsored  
12 advertisement video from Kalshi on my “For You Page.” I screen recorded the video  
13 in which two people are discussing Kalshi’s legality. A true and correct copy of the  
14 July 19, 2025 screen recording is incorporated by this reference and attached hereto  
15 as **Exhibit 45**.

16  
17 43. On July 21, 2025, I accessed Instagram reels from Kalshi’s official  
18 Instagram account, @kalshi\_official, and screen recorded a video in which an  
19 interviewer asks a man questions. A true and correct copy of the July 21, 2025 screen  
20 recording is incorporated by this reference and attached hereto as **Exhibit 46**.

21  
22 44. On July 21, 2025, I went to Kalshi’s TikTok page, @Kalshi\_markets,  
23 and screen recorded the same video as referenced in Paragraph 3. A true and correct  
24 copy of the July 21, 2025 screen recording is incorporated by this reference and  
25 attached hereto as **Exhibit 47**. The post, made on June 11, 2025, contains text over

1 the video that reads, “I can’t believe network TV let us run this commercial during  
2 the championship game [face with tears of joy emoji].” Kalshi commented under the  
3 video, “The world’s gone mad.”  
4

5 45. On July 21, 2025, I accessed TikTok, received a video on my “For You  
6 Page” from @Kalshi\_markets, and screen recorded the video. A true and correct  
7 copy of the July 21, 2025 screen recording is incorporated by this reference and  
8 attached hereto as **Exhibit 48**. I also took screenshots within the video where Kalshi  
9 called its event contracts “Live Bets” as seen in their advertisements. A true and  
10 correct copy of the July 21, 2025 screenshots are incorporated by this reference and  
11 attached hereto as **Exhibits 49-60**.  
12

13 46. On July 22, 2025, I accessed TikTok and received a sponsored  
14 advertisement on my “For You Page” from Kalshi. I took screenshots of the  
15 comments on the video. A true and correct copy of the July 22, 2025 screenshots are  
16 incorporated by this reference and attached hereto as **Exhibit 61** and **Exhibit 62**.  
17 One of the comments reads, “Just call the helpline... .” At the time I took the  
18 screenshot that comment was made 1 day prior as shown on TikTok. Another  
19 comment reads, “Gam ba linggg [check mark emoji].” At the time I took a screenshot  
20 of this comment, it was made 4 days prior as shown on TikTok. Another comment  
21 reads, “it’s not trading.” At the time I took the screenshot of that comment, it was  
22 made 4 days prior as shown on TikTok.  
23  
24  
25

1           47. On July 22, 2025, I accessed TikTok and received a sponsored  
2 advertisement on my “For You Page” from Kalshi. I then screen recorded the video.  
3 A true and correct copy of the July 22, 2025 screenshot is incorporated by this  
4 reference and attached hereto as **Exhibit 63**.

5  
6           48. On July 22, 2025, I accessed TikTok and received a sponsored  
7 advertisement on my “For You Page” from Kalshi. I then screen recorded the video.  
8 A true and correct copy of the July 22, 2025 screenshot is incorporated by this  
9 reference and attached hereto as **Exhibit 64**.

10  
11           49. On July 22, 2025, I accessed TikTok and received a sponsored  
12 advertisement on my “For You Page” from Kalshi. I then screen recorded the video.  
13 A true and correct copy of the July 22, 2025 screenshot is incorporated by this  
14 reference and attached hereto as **Exhibit 65**.

15           50. On July 22, 2025, I accessed TikTok and recorded a video from  
16 Kalshi’s official account on my “For You Page.” I previously stored this video in a  
17 hyperlink format. However, I accessed the video again at this time to preserve the  
18 video as a screen recording. A true and correct copy of the July 22, 2025 screen  
19 recording is incorporated by this reference and attached hereto as **Exhibit 66**.

20  
21           51. On July 22, 2025, I accessed TikTok and screen recorded a video on  
22 my “For You Page” from Kalshi’s official account. I previously stored this video in  
23 a hyperlink format. However, I accessed the video again at this time to preserve the  
24



1 video as a screen recording. A true and correct copy of the July 22, 2025 screen  
2 recording is incorporated by this reference and attached hereto as **Exhibit 67**.

3  
4 52. On July 22, 2025, I accessed TikTok and screen recorded a video from  
5 Kalshi's official account on my "For You Page." A true and correct copy of the July  
6 22, 2025 screen recording is incorporated by this reference and attached hereto as  
7 **Exhibit 68**.

8  
9 53. On July 22, 2025, I accessed TikTok and screen recorded a video from  
10 Kalshi's official account on my "For You Page." I previously stored this video in a  
11 hyperlink format. However, I accessed the video again at this time to preserve the  
12 video as a screen recording. A true and correct copy of the July 22, 2025 screenshot  
13 is incorporated by this reference and attached hereto as **Exhibit 69**.

14  
15 54. On July 22, 2025, I accessed TikTok and screen recorded a video from  
16 Kalshi's official account on my "For You Page." A true and correct copy of the July  
17 22, 2025 screenshot is incorporated by this reference and attached hereto as **Exhibit**  
18 **70**.

19  
20 55. On July 22, 2025, I accessed TikTok and screen recorded a video from  
21 Kalshi's official account on my "For You Page." I previously stored this video in a  
22 hyperlink format. However, I accessed the video again at this time to preserve the  
23 video as a screen recording. A true and correct copy of the July 22, 2025 screenshot  
24 is incorporated by this reference and attached hereto as **Exhibit 71**.

1           56. On July 22, 2025, I accessed TikTok and screen recorded a video from  
2 Kalshi's official account on my "For You Page." This was a video I previously stored  
3 in hyperlink format. I accessed the video again to preserve it as a screen recording.  
4 A true and correct copy of the July 22, 2025 screen recording is incorporated by this  
5 reference and attached hereto as **Exhibit 72**.  
6

7           57. On July 22, 2025, I accessed TikTok and screen recorded a video from  
8 Kalshi's official account on my "For You Page." This was a video I previously stored  
9 in hyperlink format. A true and correct copy of the July 22, 2025 screen recording is  
10 incorporated by this reference and attached hereto as **Exhibit 73**.  
11

12           58. On July 22, 2025, I accessed TikTok and screen recorded a video from  
13 Kalshi's official account on my "For You Page." I previously stored this video in a  
14 hyperlink format. However, I accessed the video again at this time to preserve the  
15 video as a screen recording. A true and correct copy of the July 22, 2025 screen  
16 recording is incorporated by this reference and attached hereto as **Exhibit 74**.  
17

18           59. On July 22, 2025, I accessed TikTok and screen recorded a video from  
19 Kalshi's official account on my "For You Page." I previously stored this video in a  
20 hyperlink format. However, I accessed the video again at this time to preserve the  
21 video as a screen recording. A true and correct copy of the July 22, 2025 screen  
22 recording is incorporated by this reference and attached hereto as **Exhibit 75**.  
23

24           60. On July 22, 2025, I accessed TikTok and screen recorded a video from  
25 Kalshi's official account on my "For You Page." A true and correct copy of the July

22, 2025 screen recording is incorporated by this reference and attached hereto as **Exhibit 76**.

61. On July 22, 2025, I accessed TikTok and screen recorded a video from Kalshi's official account on my "For You Page." This was a video that I previously stored in hyperlink format. I accessed the video again at this time to preserve it as a screen recording. A true and correct copy of the July 22, 2025 screen recording is incorporated by this reference and attached hereto as **Exhibit 77**.

62. On July 22, 2025, I accessed TikTok and screen recorded a video from Kalshi's official account on my "For You Page." This was a video I previously stored in hyperlink format. I accessed the video again at this time to preserve it as a screen recording. A true and correct copy of the July 22, 2025 screen recording is incorporated by this reference and attached hereto as **Exhibit 78**.

63. On July 22, 2025, I accessed TikTok and screen recorded a video from Kalshi's official account on my "For You Page." I previously stored this video in a hyperlink format. However, I accessed the video again at this time to preserve the video as a screen recording. . A true and correct copy of the July 22, 2025 screen recording is incorporated by this reference and attached hereto as **Exhibit 79**.

64. On July 22, 2025, I accessed TikTok and screen recorded a video from Kalshi's official account on my "For You Page." This was a video I previously stored in hyperlink format. I accessed the video again at this time to preserve it as a screen

1 recording. A true and correct copy of the July 22, 2025 screen recording is  
2 incorporated by this reference and attached hereto as **Exhibit 80**.

3  
4 65. On July 22, 2025, I accessed TikTok and received a sponsored  
5 advertisement from Kalshi's official account on my "For You Page." I then screen  
6 recorded the video. A true and correct copy of the July 22, 2025 screen recording is  
7 incorporated by this reference and attached hereto as **Exhibit 81**.

8  
9 66. On July 22, 2025, I accessed TikTok and received a sponsored  
10 advertisement from Kalshi's official account on my "For You Page." I then screen  
11 recorded the video. A true and correct copy of the July 22, 2025 screen recording is  
12 incorporated by this reference and attached hereto as **Exhibit 82**.

13 I declare under penalty of perjury under the laws of the United States of  
14 America that the foregoing is true and correct.

15 Date: September 2, 2025.

/s/ Skyler Kretz

SKYLER KRETZ, Declarant

**CERTIFICATE OF SERVICE**

I am employed in the County of Mendocino, State of California. I am over the age of 18 years and not a party to the within action; my business address is that of Rapport & Marston, 405 West Perkins Street, Ukiah, California 95482.

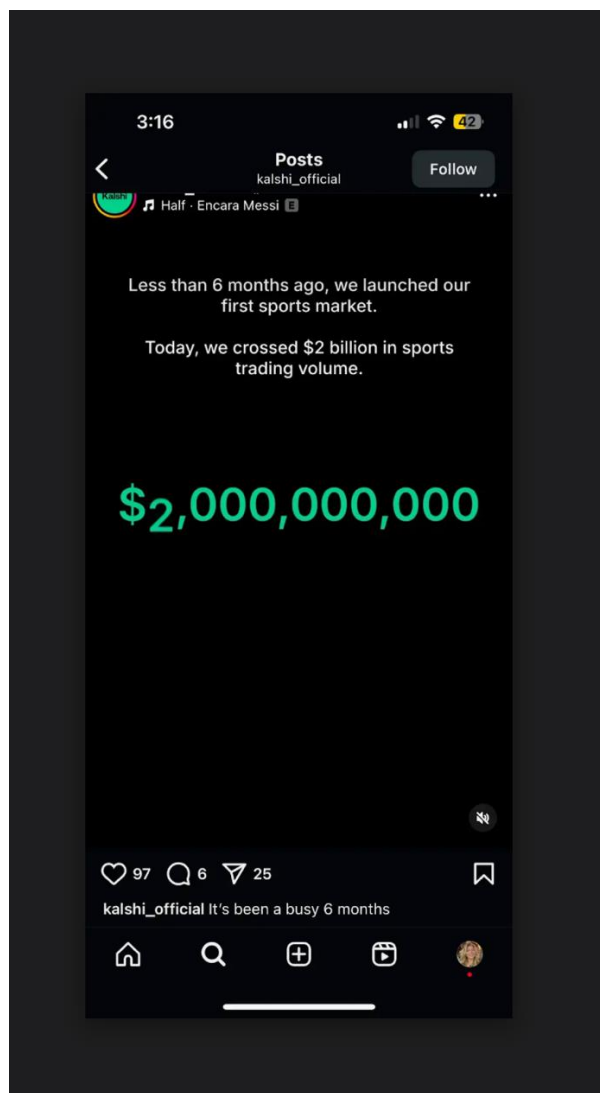
I hereby certify that I electronically filed the foregoing document with the Clerk of the United States District Court for the Northern District of California by using the CM/ECF system on September 4, 2025, which generated and transmitted a notice of electronic filing to CM/ECF registrants.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct; executed on September 4, 2025, at Ukiah, California.

/s/ Anita Salmeron  
ANITA SALMERON

# EXHIBIT 1

Exhibit 1

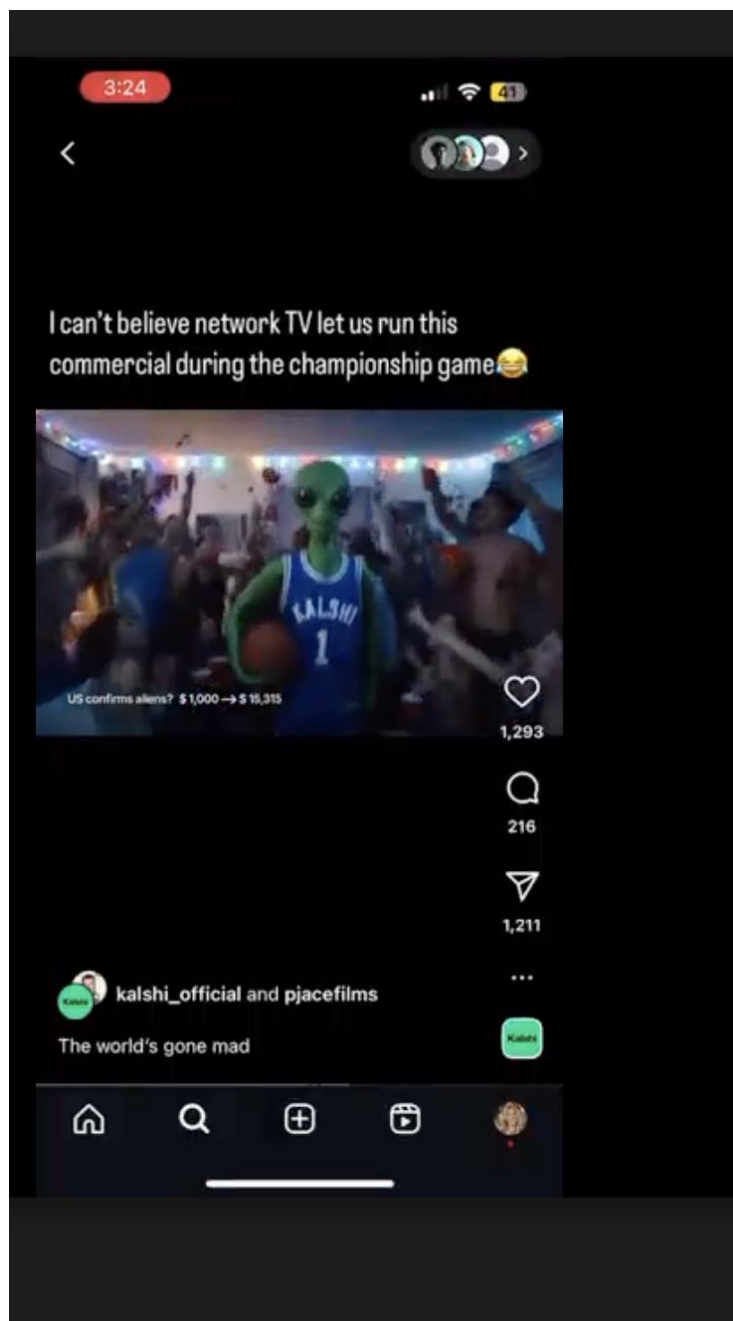


<https://drive.google.com/file/d/1Uo0qCMWVjSIHSHIsr-vXpEwCVdBFja07/view>

# **EXHIBIT 2**



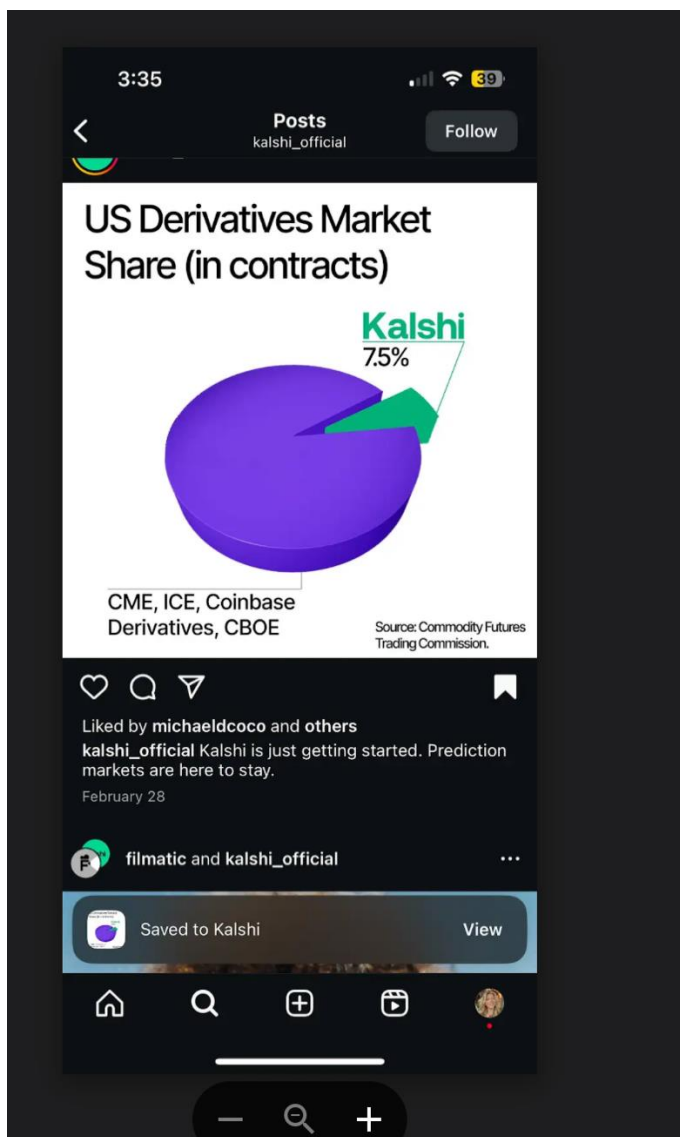
Exhibit 2



[https://drive.google.com/file/d/1x-vUNfouEF9\\_GOx0J8ltENvAUSnjShn4/view](https://drive.google.com/file/d/1x-vUNfouEF9_GOx0J8ltENvAUSnjShn4/view)

# EXHIBIT 3

Exhibit 3



<https://drive.google.com/file/d/1j8KVCxRlx0qLbT1DyGHQuoFca711E6Wu/view>

# EXHIBIT 4

Exhibit 4



<https://drive.google.com/file/d/1JH4KqyihPIT5twXVAvdUxhUo7TjkVhXs/view>

# EXHIBIT 5

Exhibit 5

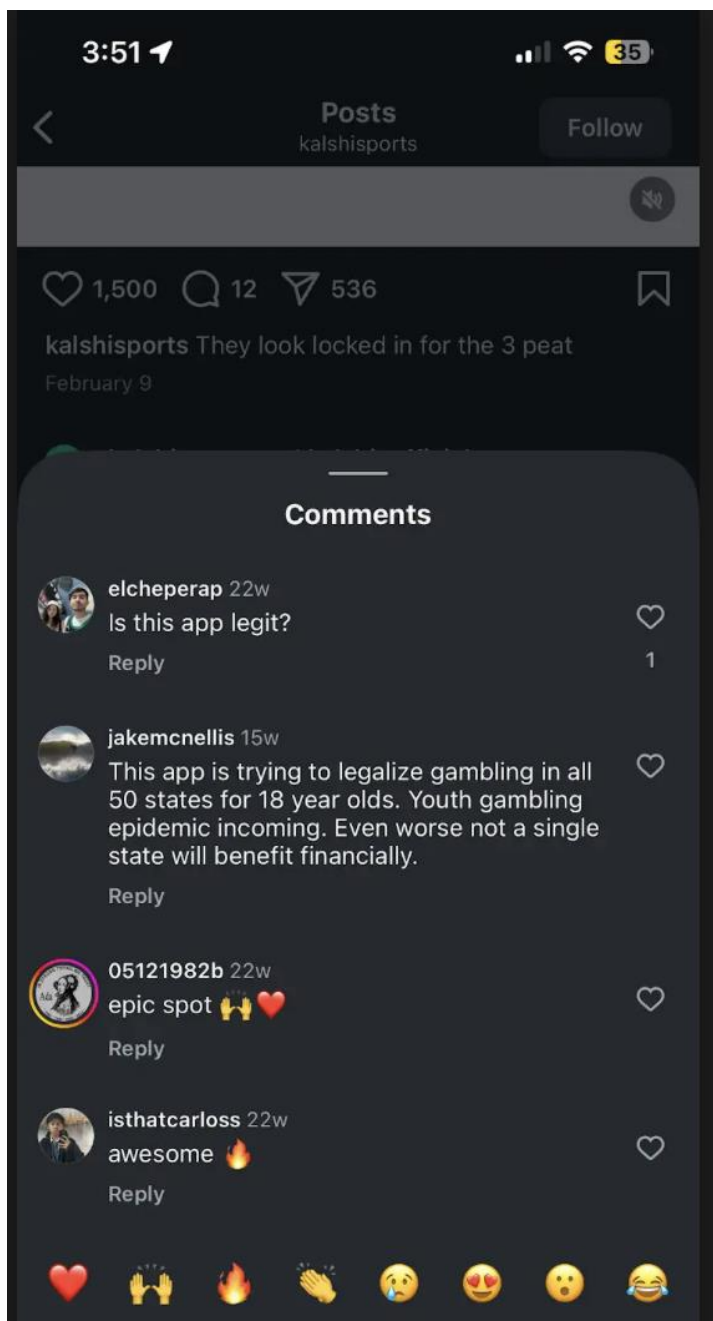


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# EXHIBIT 6



Exhibit 6



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# EXHIBIT 7

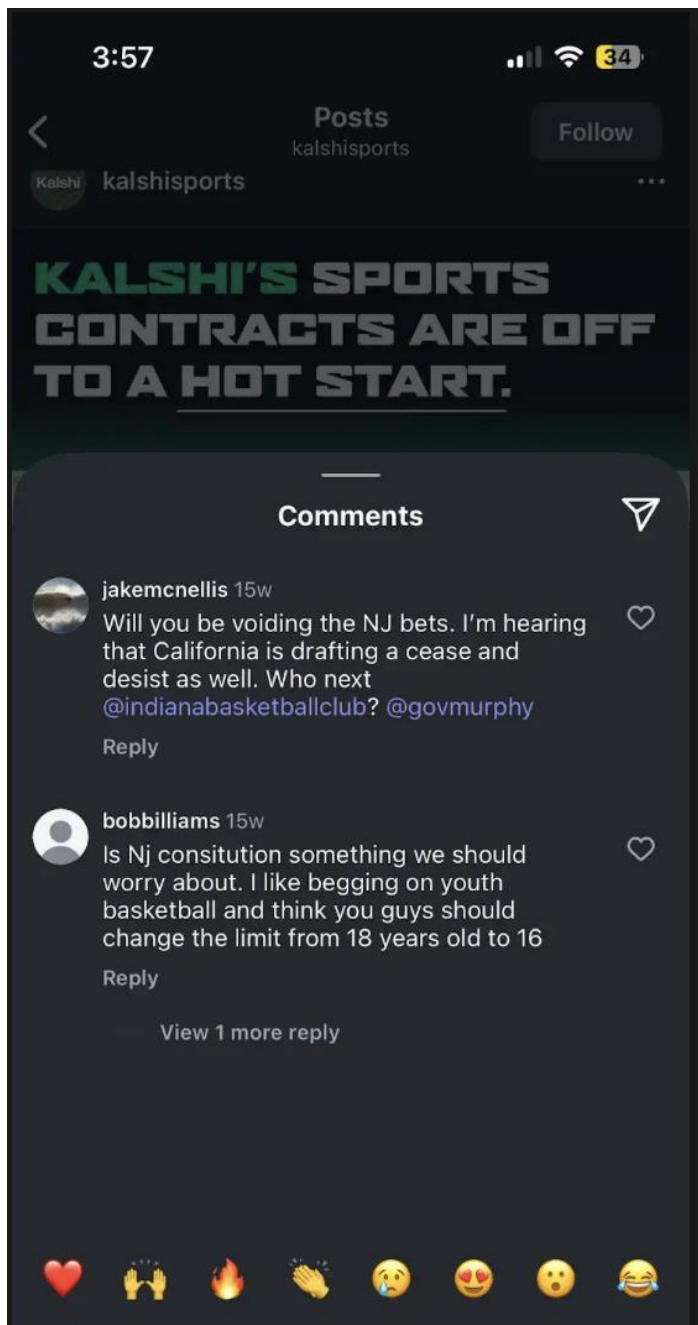
Exhibit 7



<https://drive.google.com/file/d/1Au0qkRUf3ur4iZJIwdyiC0OKuWUuHGfE/view>

# EXHIBIT 8

Exhibit 8



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# EXHIBIT 9

Exhibit 9

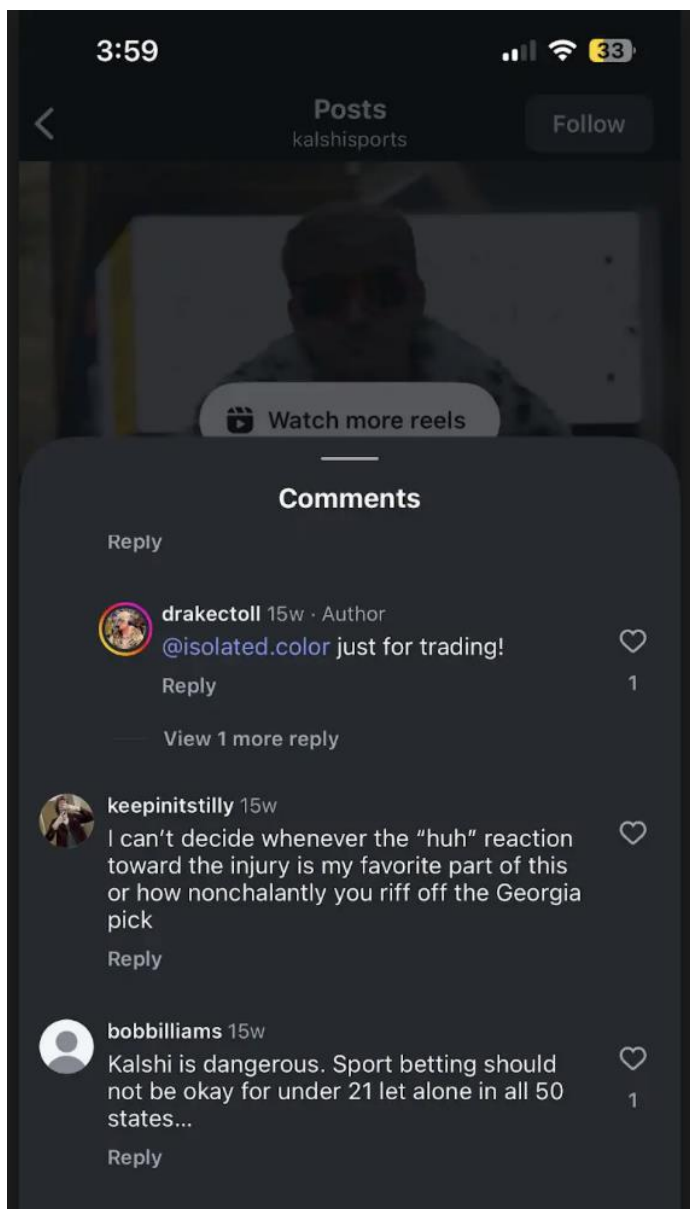


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# EXHIBIT 10



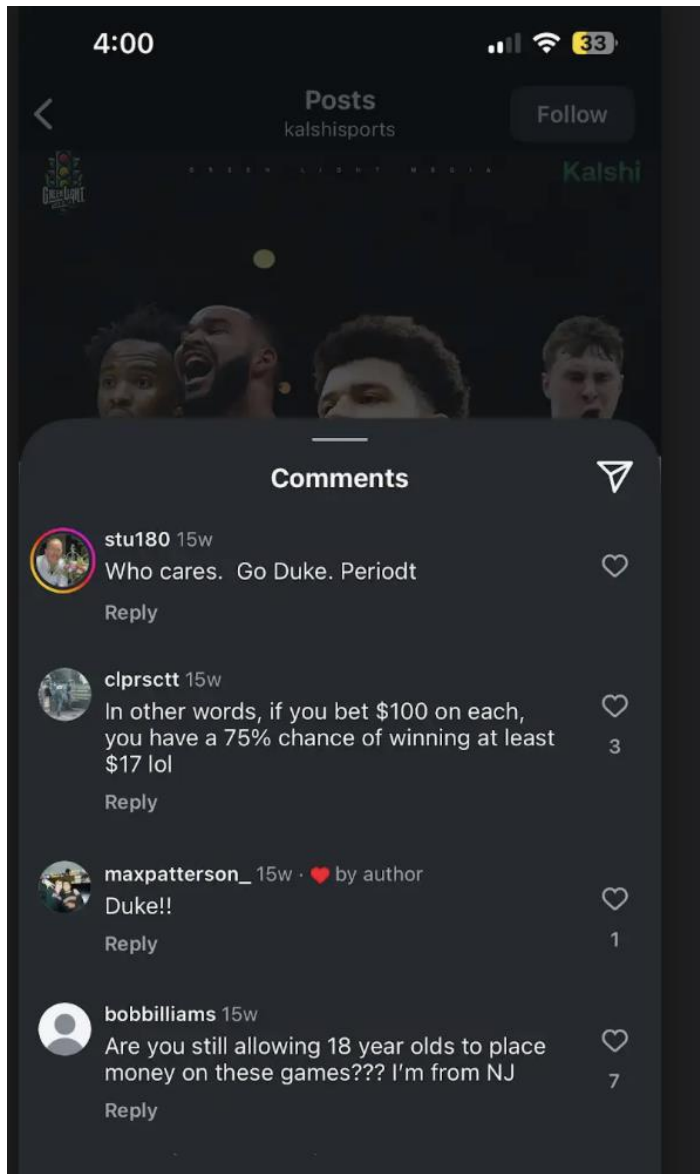
Exhibit 10



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# EXHIBIT 11

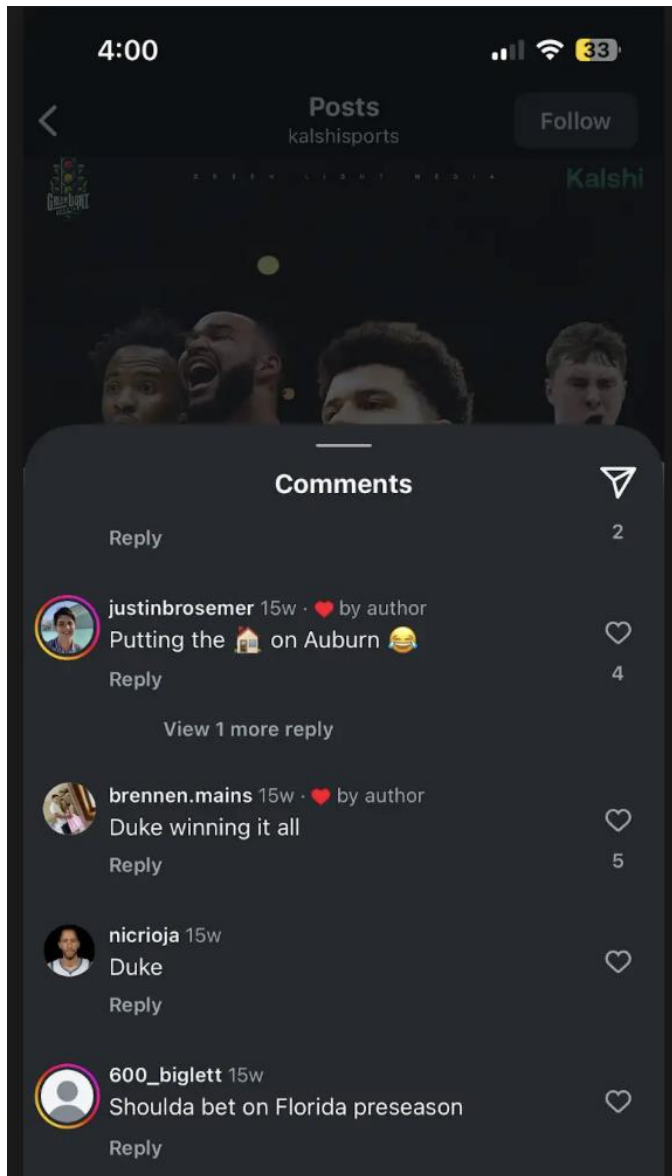
Exhibit 11



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# **EXHIBIT 12**

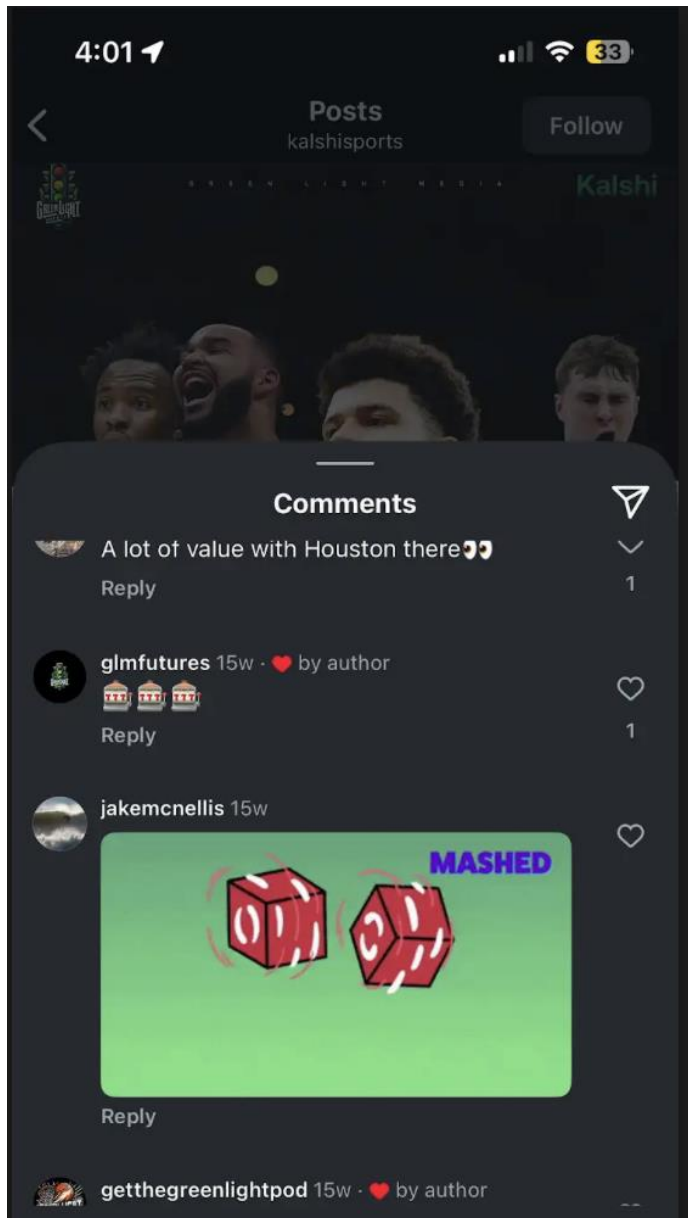
Exhibit 12



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# **EXHIBIT 13**

Exhibit 13

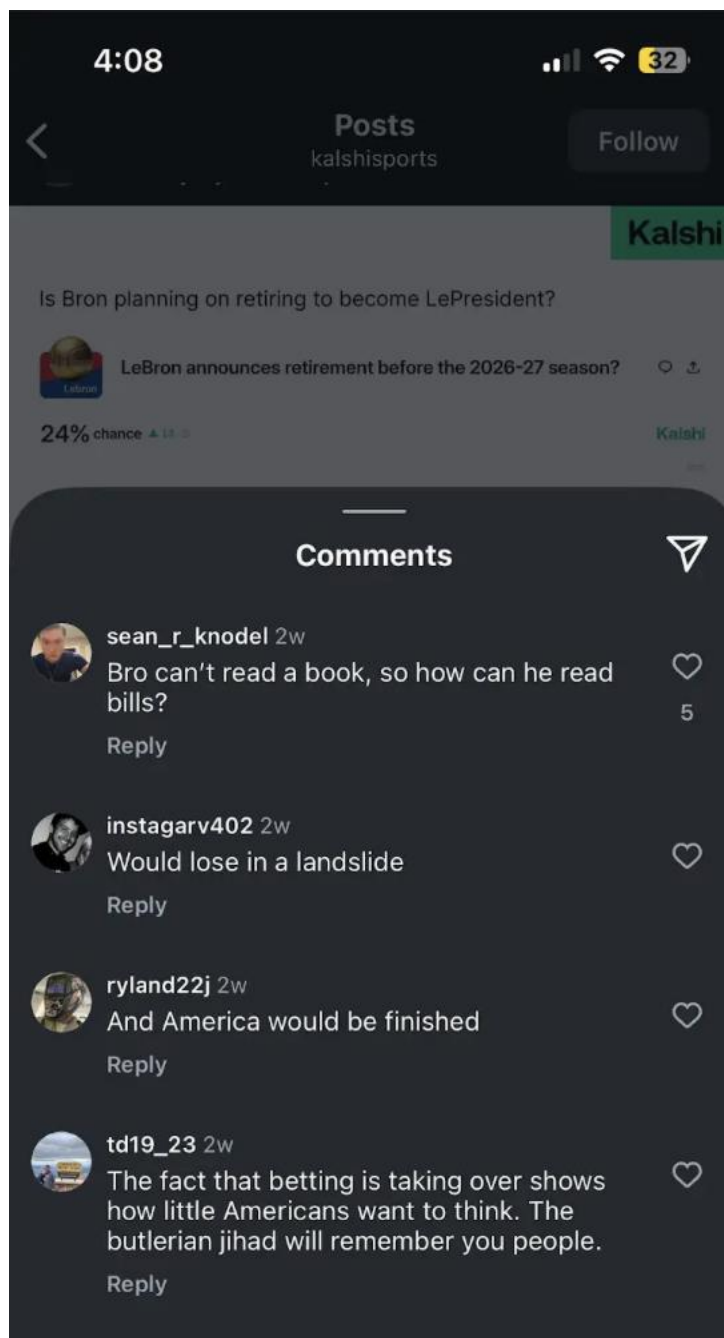


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# EXHIBIT 14



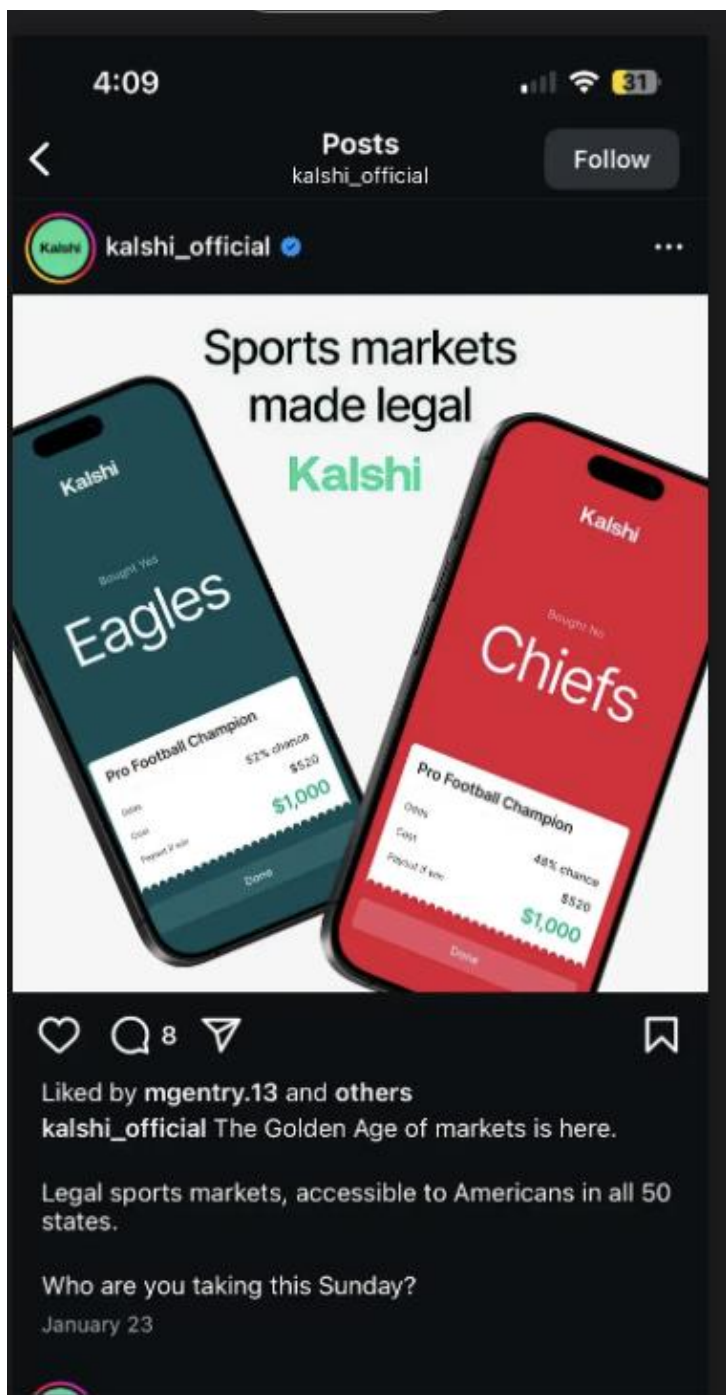
Exhibit 14



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# EXHIBIT 15

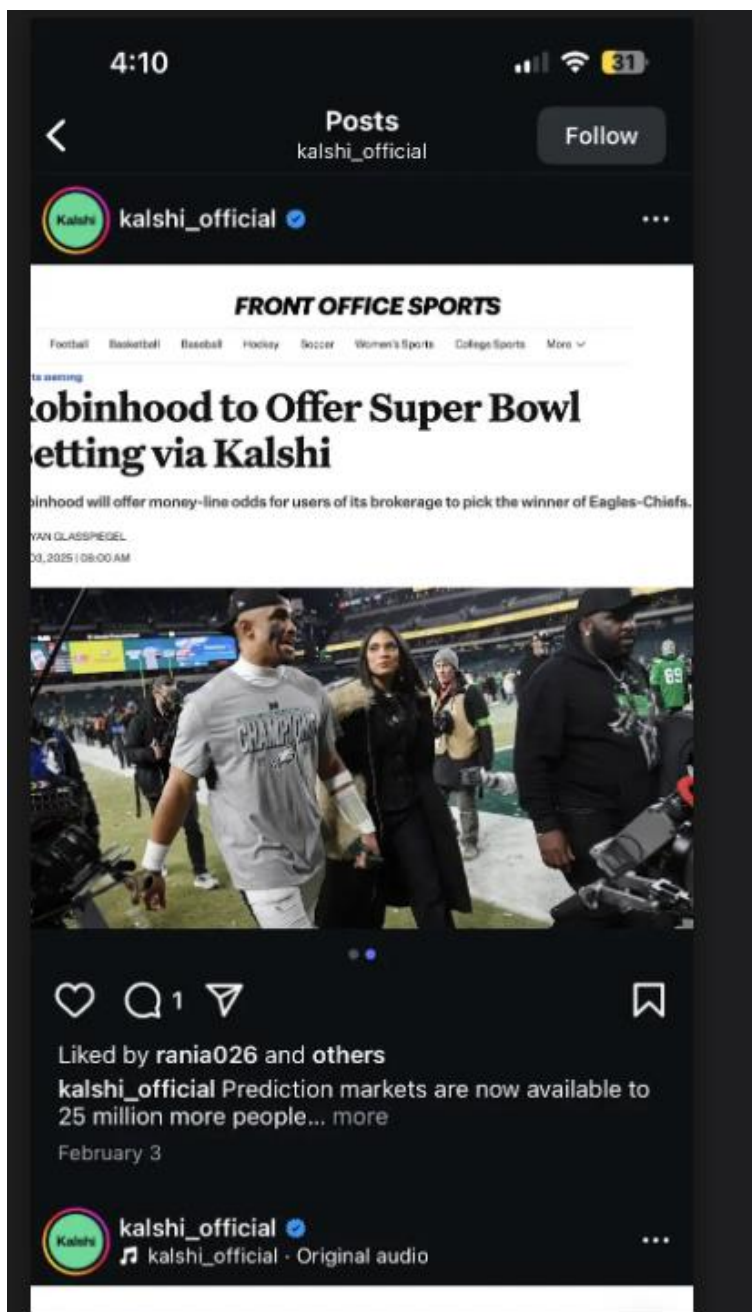
Exhibit 15



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# **EXHIBIT 16**

Exhibit 16



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# EXHIBIT 17

Exhibit 17

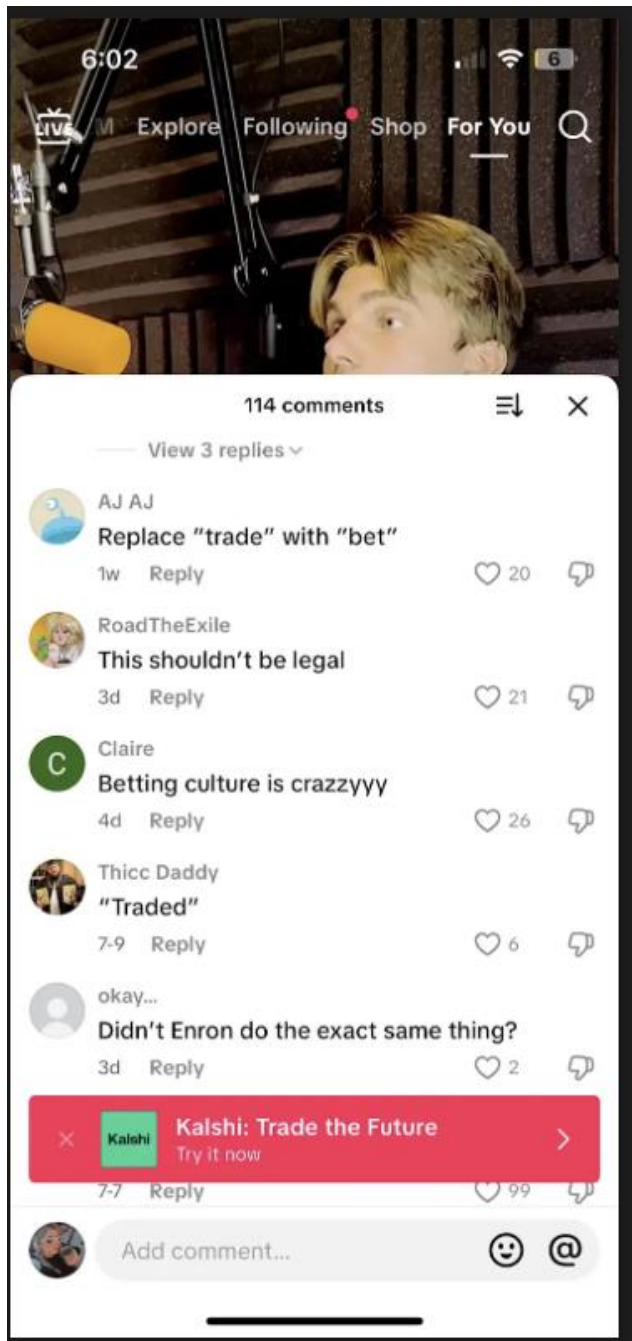


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# EXHIBIT 18



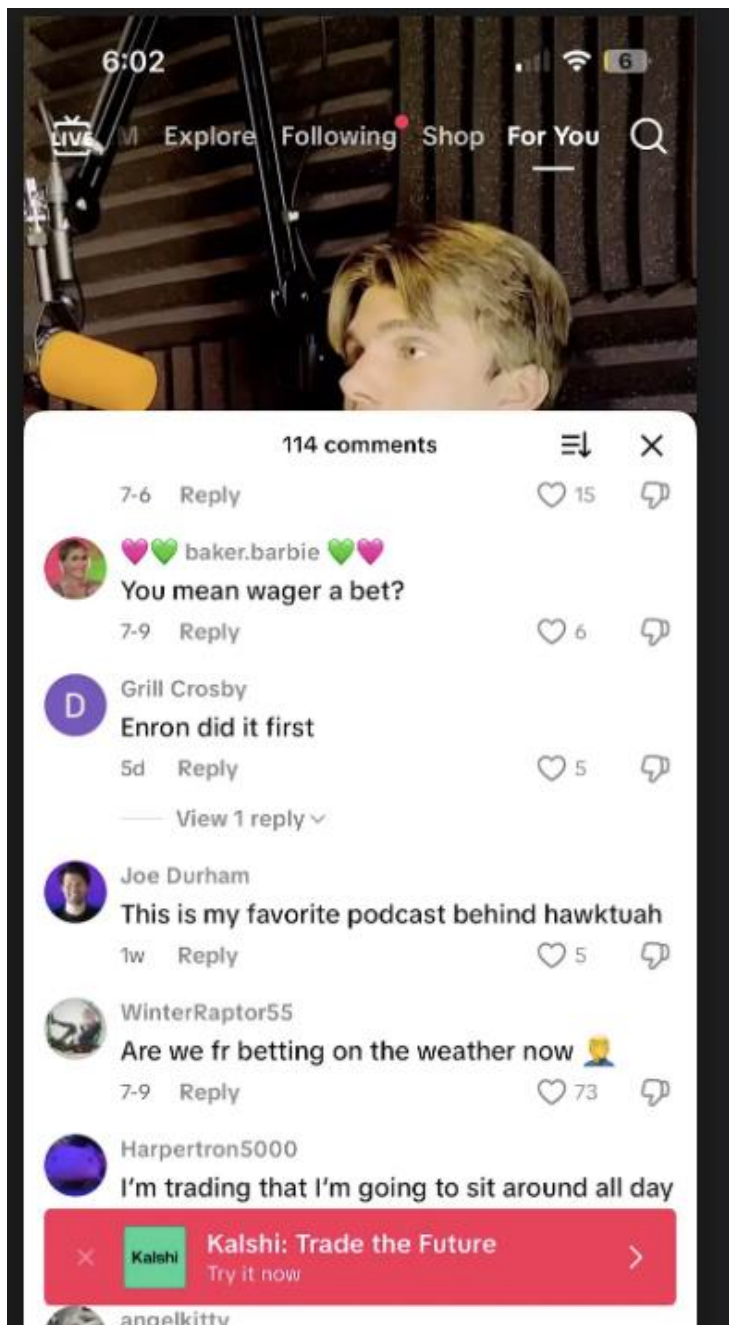
Exhibit 18



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# EXHIBIT 19

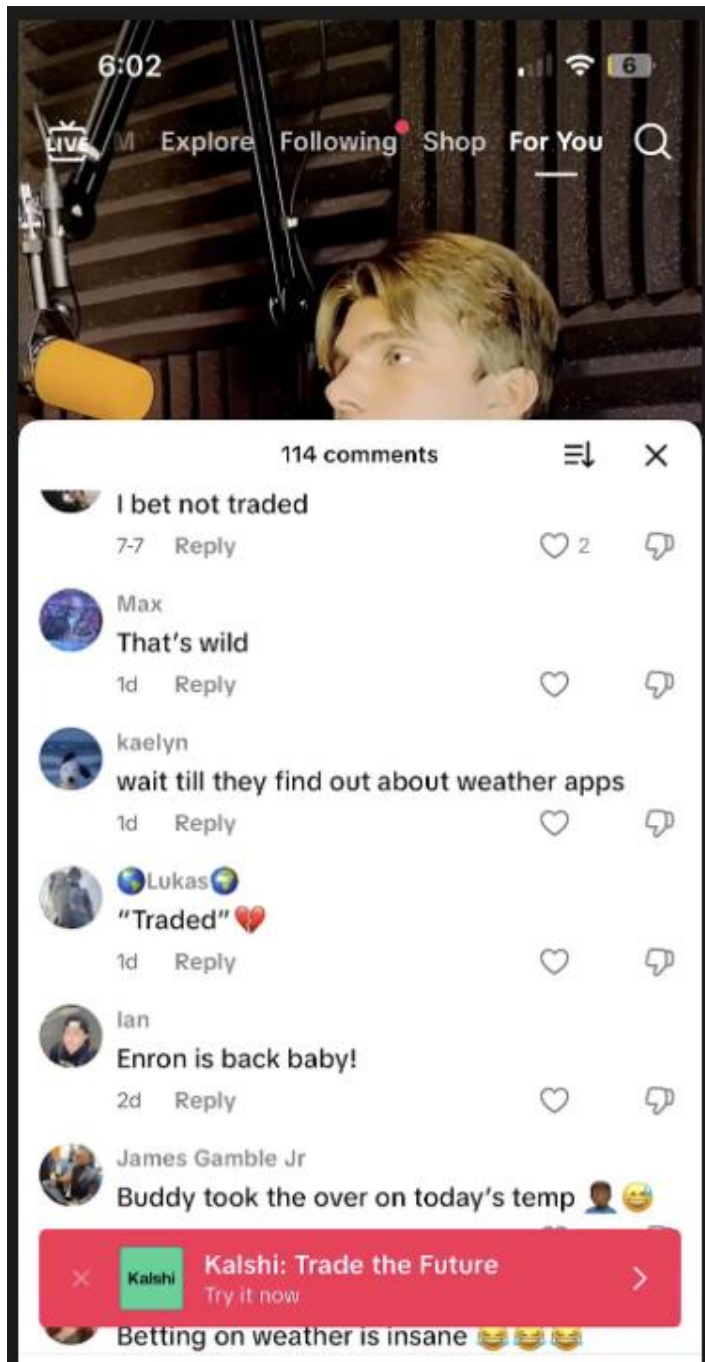
Exhibit 19



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# **EXHIBIT 20**

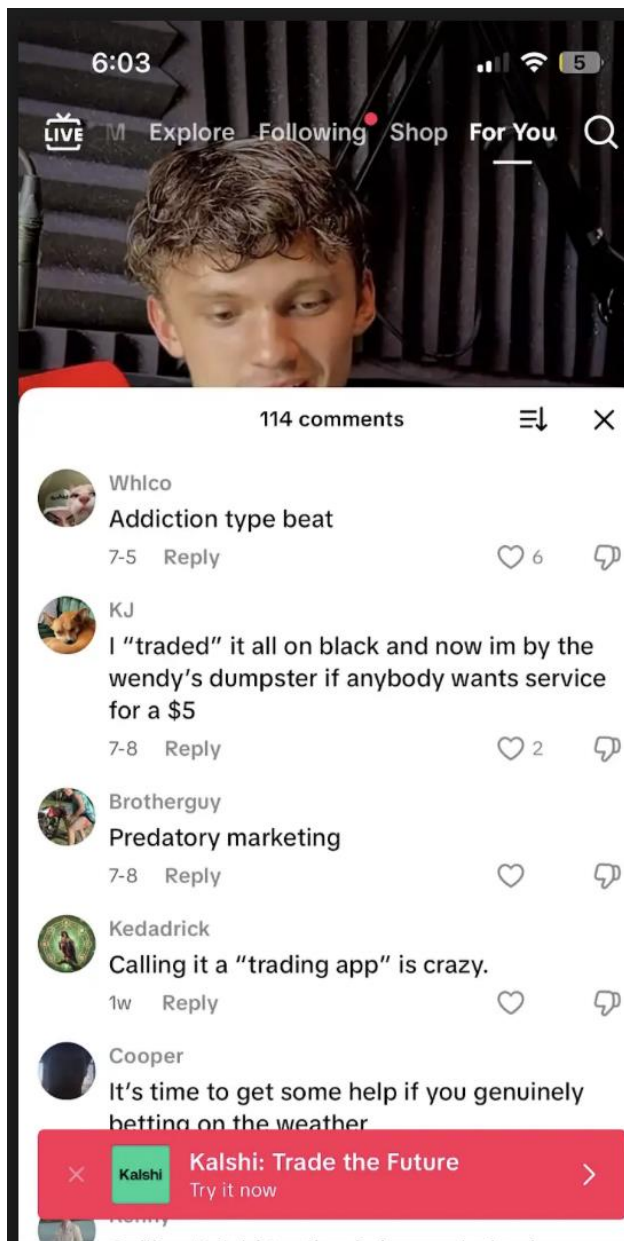
Exhibit 20



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# EXHIBIT 21

Exhibit 21

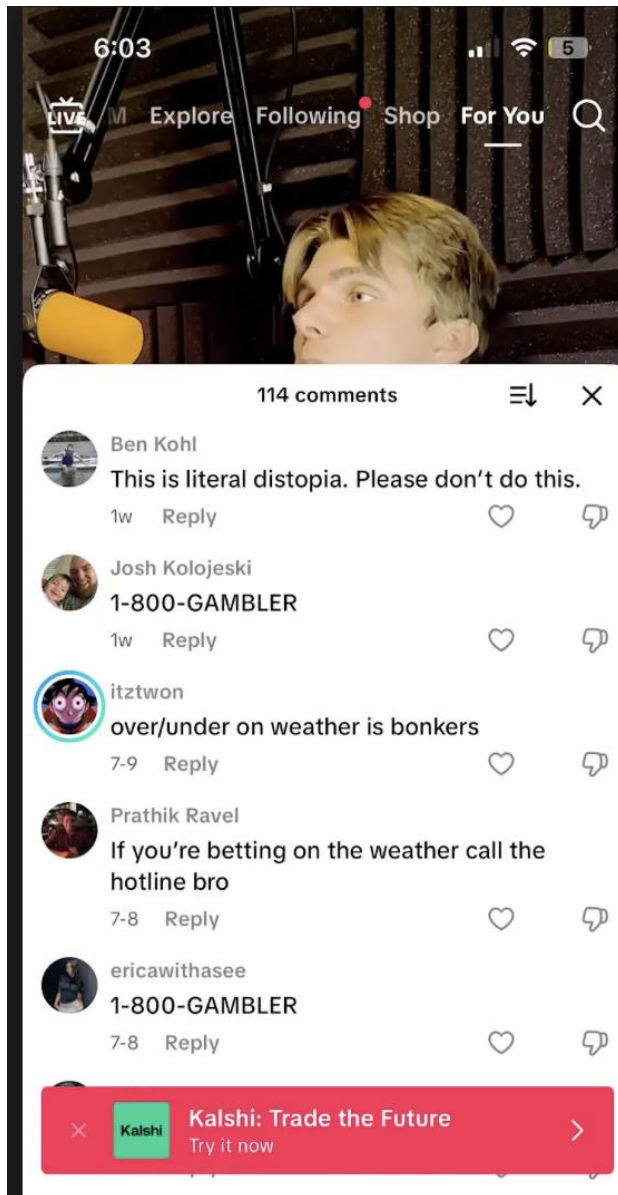


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# **EXHIBIT 22**



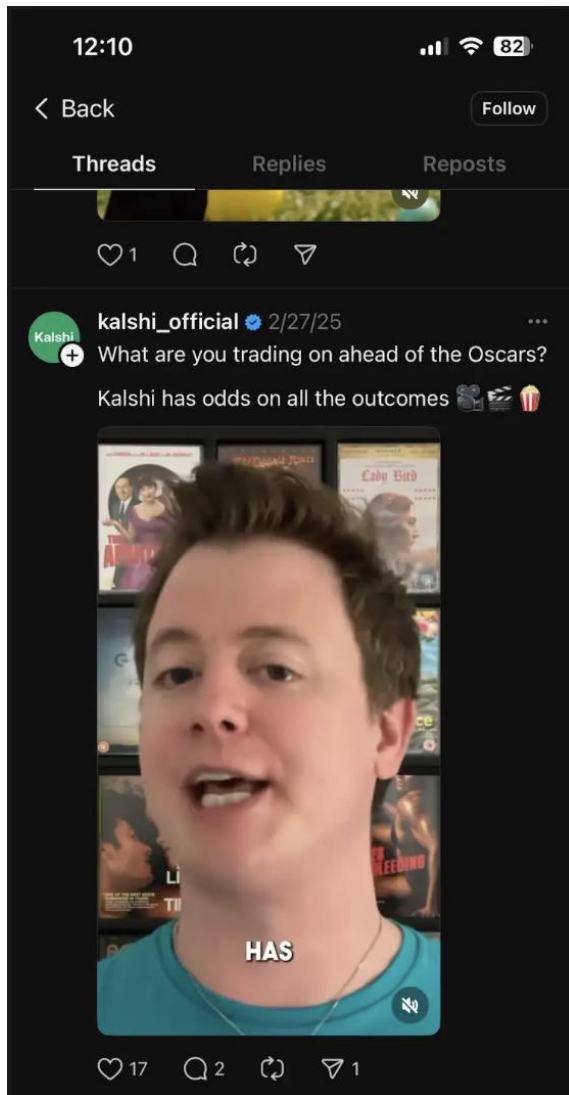
Exhibit 22



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# EXHIBIT 23

Exhibit 23



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# EXHIBIT 24

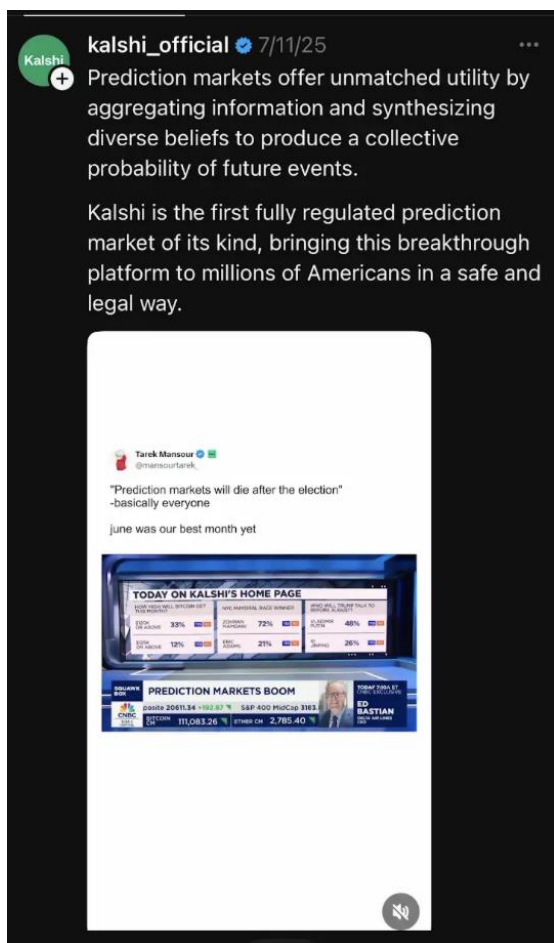
Exhibit 24



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# EXHIBIT 25

## Exhibit 25

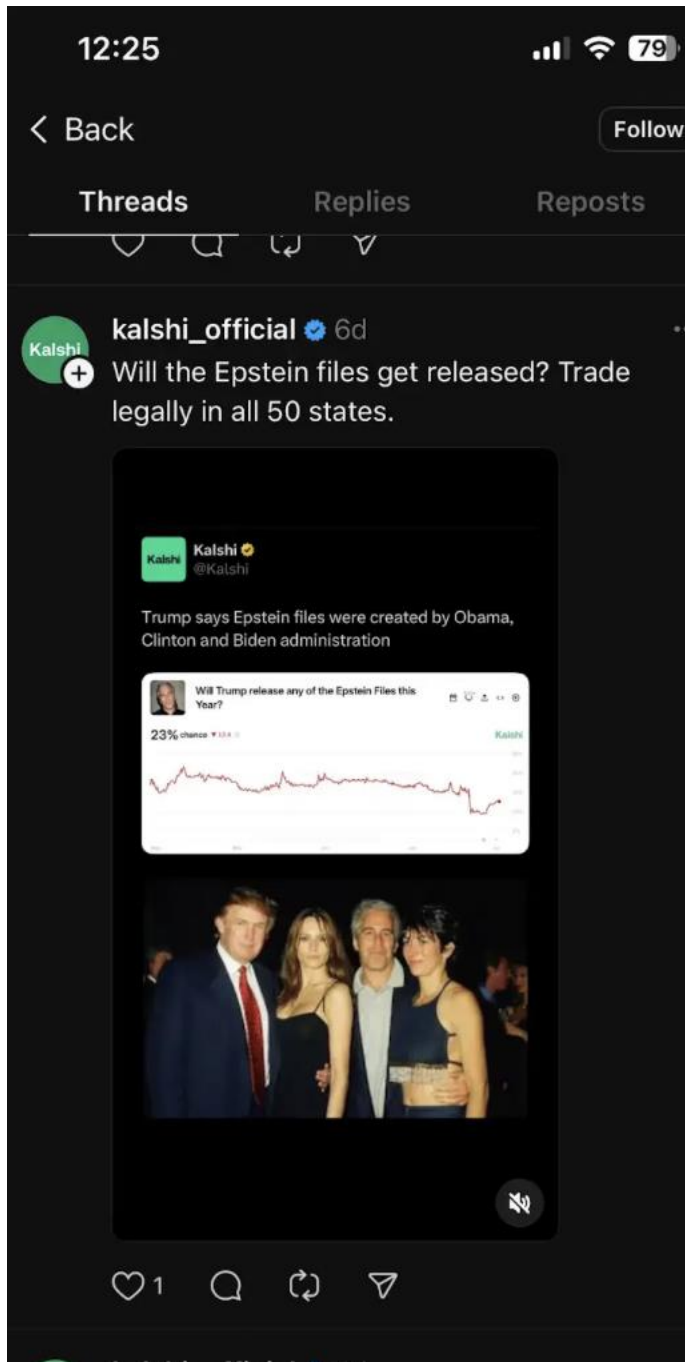


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# EXHIBIT 26



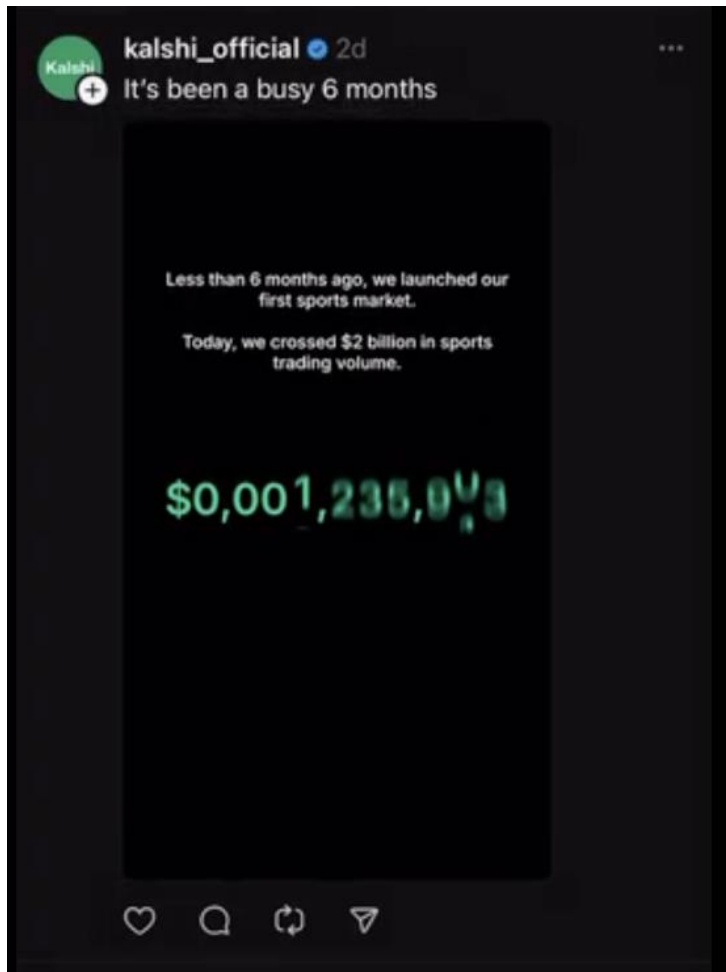
Exhibit 26



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# **EXHIBIT 27**

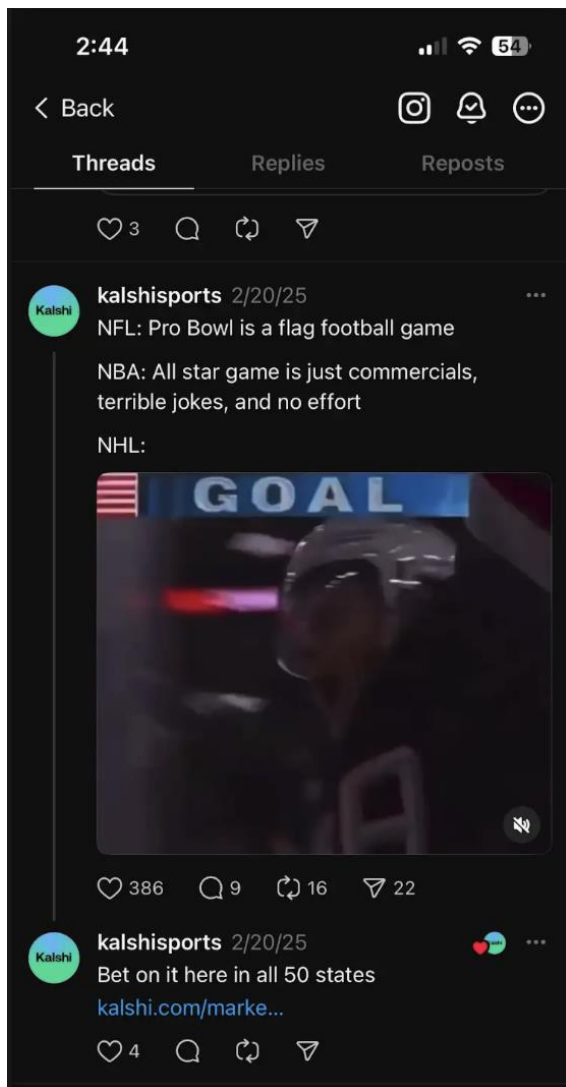
Exhibit 27



<https://drive.google.com/file/d/1iomqaUp0e79jjGSFWxW7abc0ek4wukbY/view>

# EXHIBIT 28

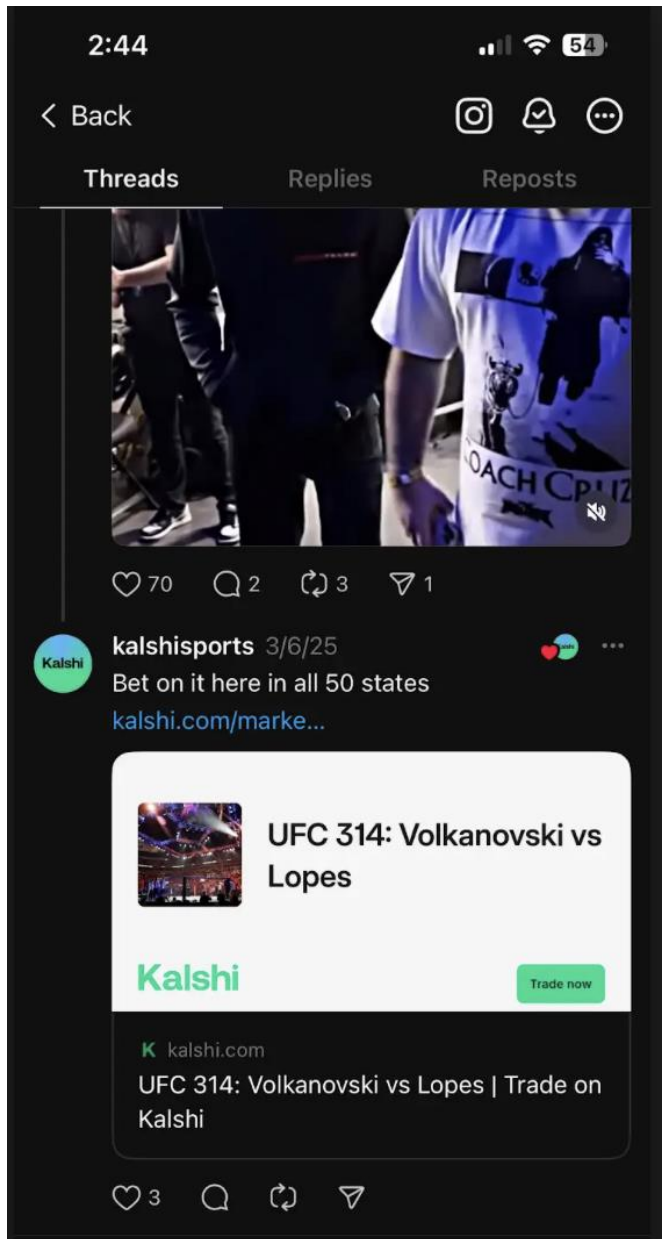
Exhibit 28



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# EXHIBIT 29

Exhibit 29

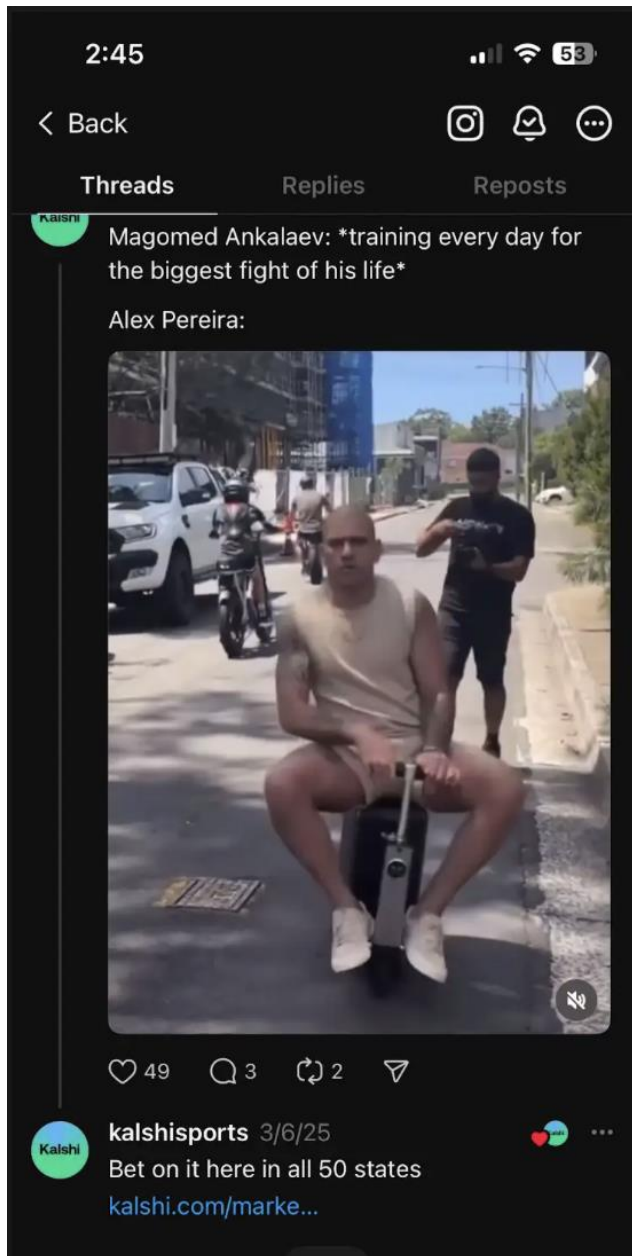


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# **EXHIBIT 30**



Exhibit 30



<https://drive.google.com/file/d/1vI4uBVMI6tqQCZQ6qzGKXdKrVwj-19x5/view>

# EXHIBIT 31

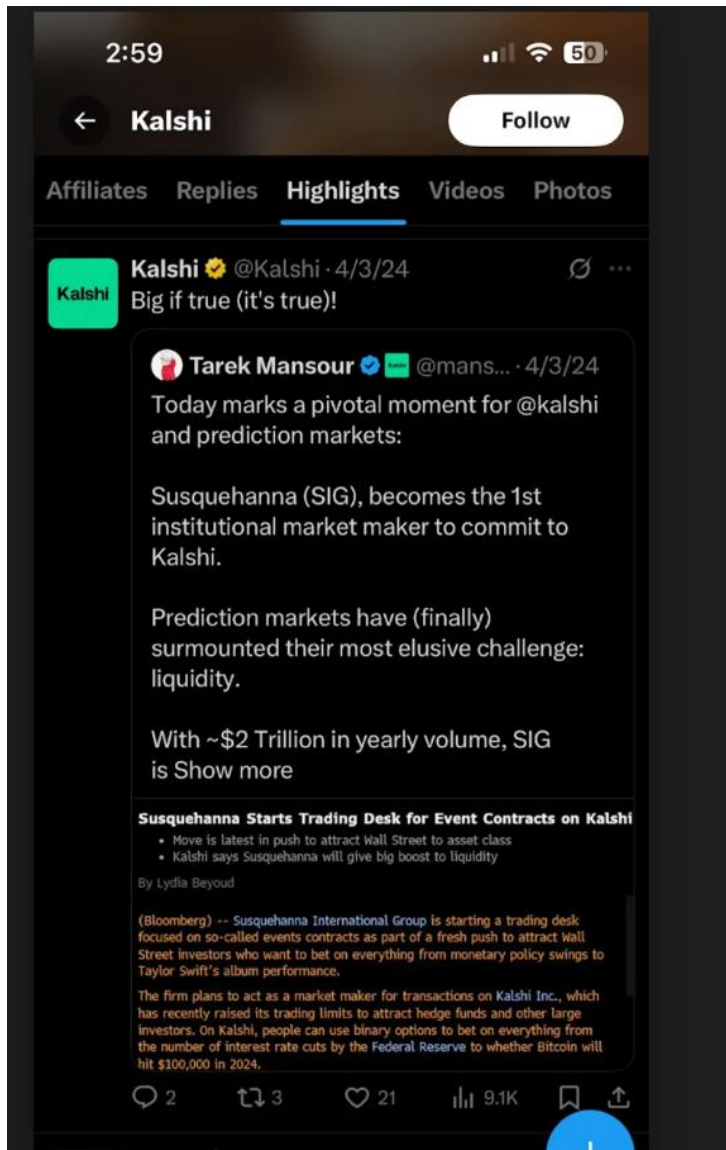
Exhibit 31



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# EXHIBIT 32

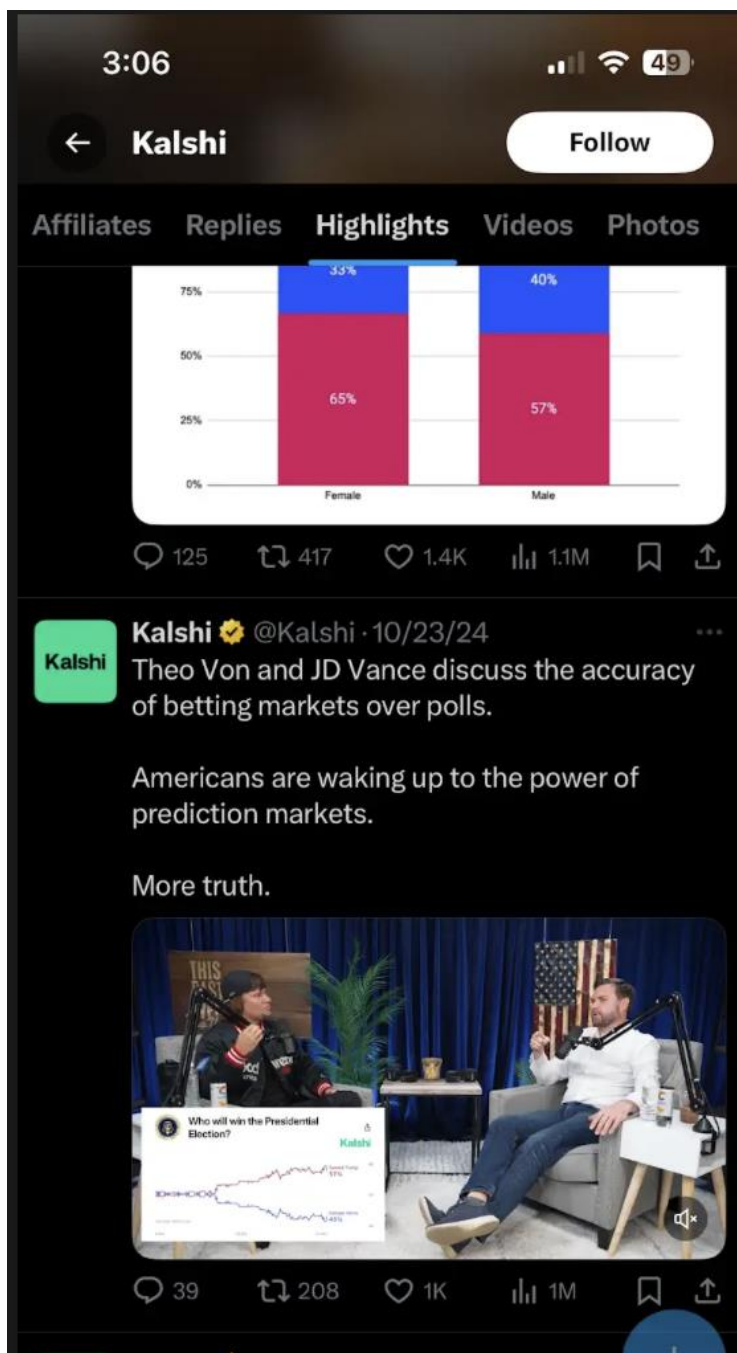
Exhibit 32



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# EXHIBIT 33

Exhibit 33

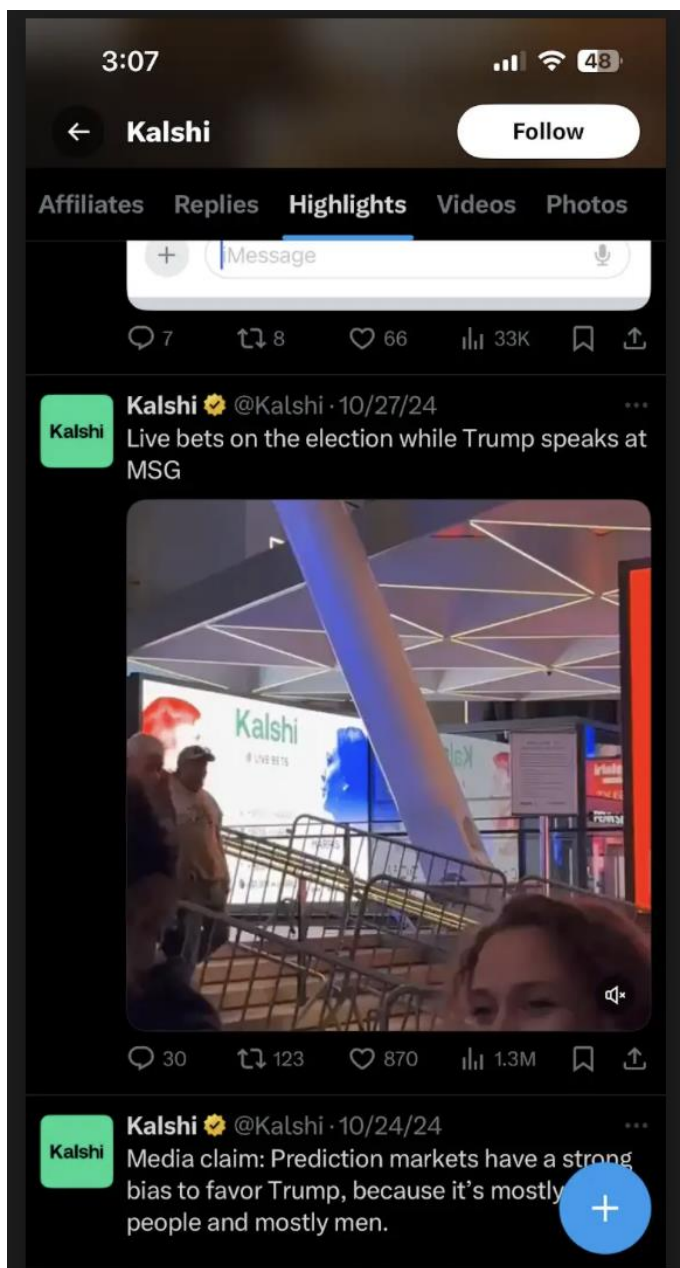


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# EXHIBIT 34



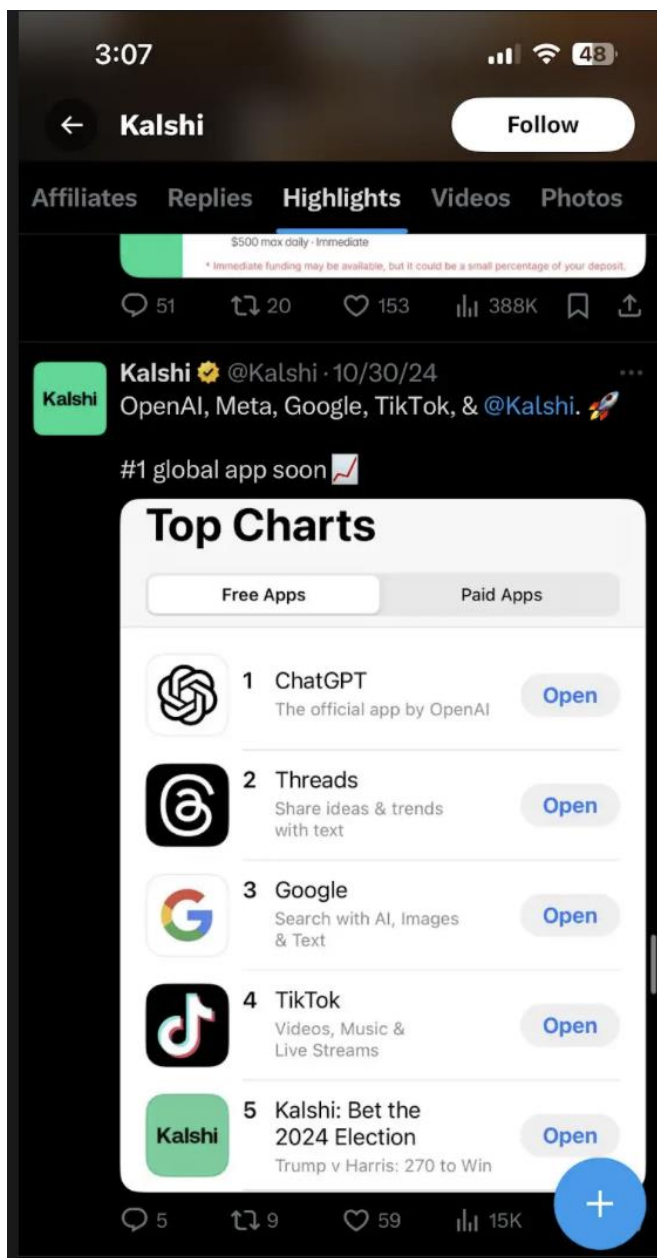
Exhibit 34



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# EXHIBIT 35

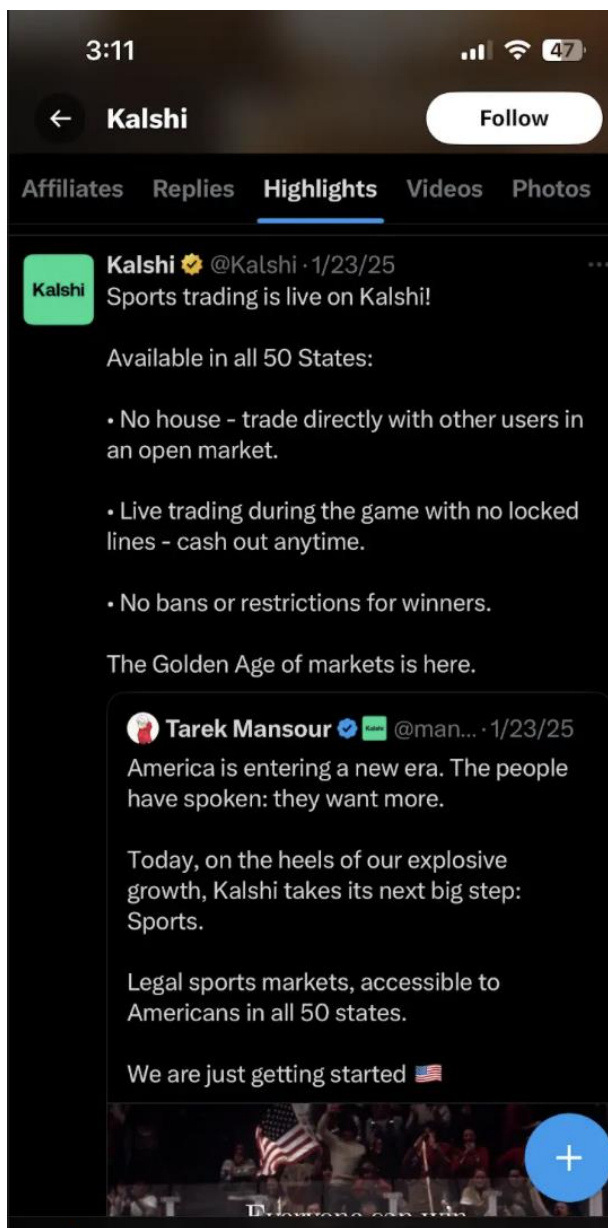
Exhibit 35



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# **EXHIBIT 36**

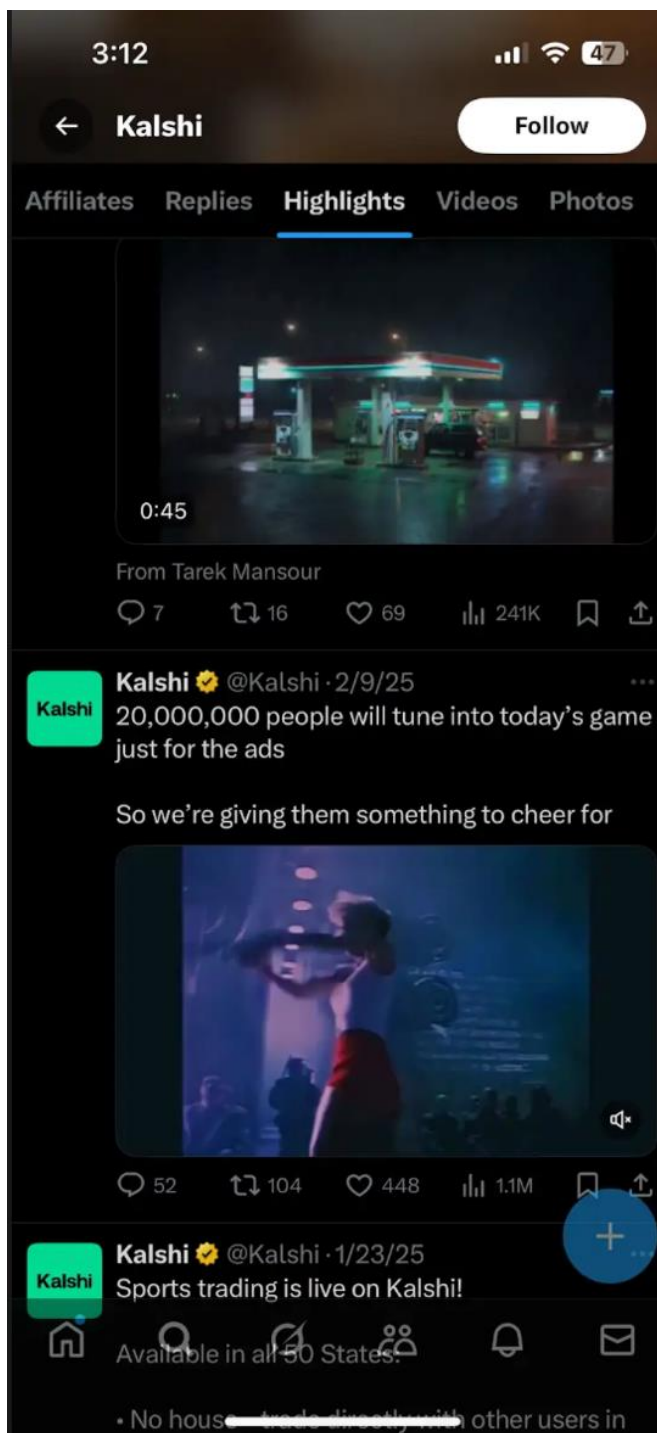
Exhibit 36



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# EXHIBIT 37

Exhibit 37



<https://drive.google.com/file/d/1XKu3O5JfGqQZPFNSevNJI6VBMjNP2Dqy/view>

# EXHIBIT 38



## Exhibit 38



<https://drive.google.com/file/d/1wovOnwnBvqiCuvSB--9BdAdm8c0B6I1c/view>

# EXHIBIT 39

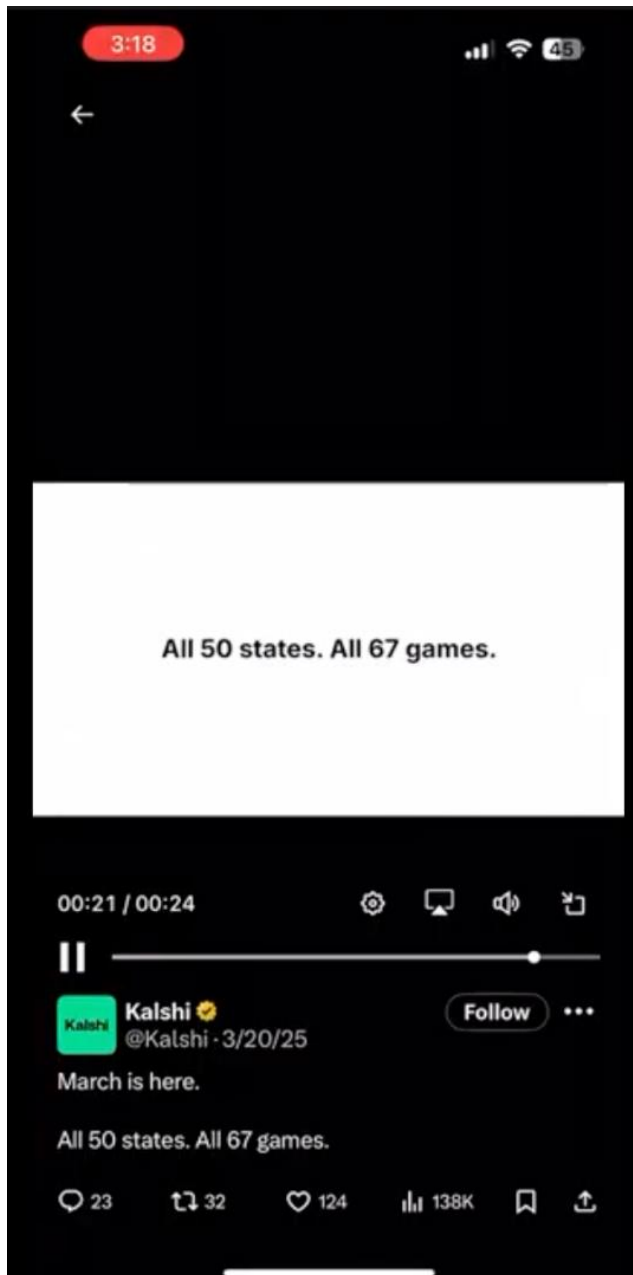
Exhibit 39



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# EXHIBIT 40

Exhibit 40



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# EXHIBIT 41

Exhibit 41

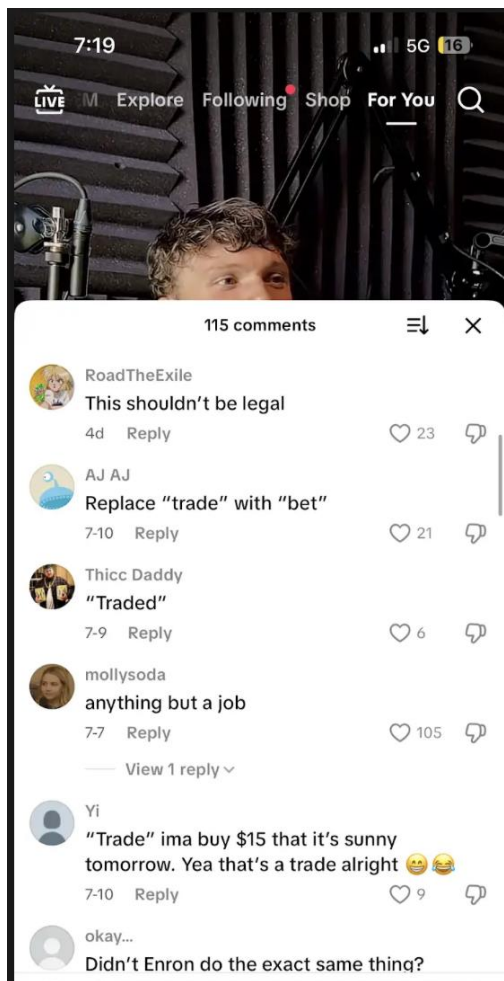


<https://drive.google.com/file/d/14JIHpfASkYavpxqYNAPdJwf4Z3Yl15qN/view>

# EXHIBIT 42



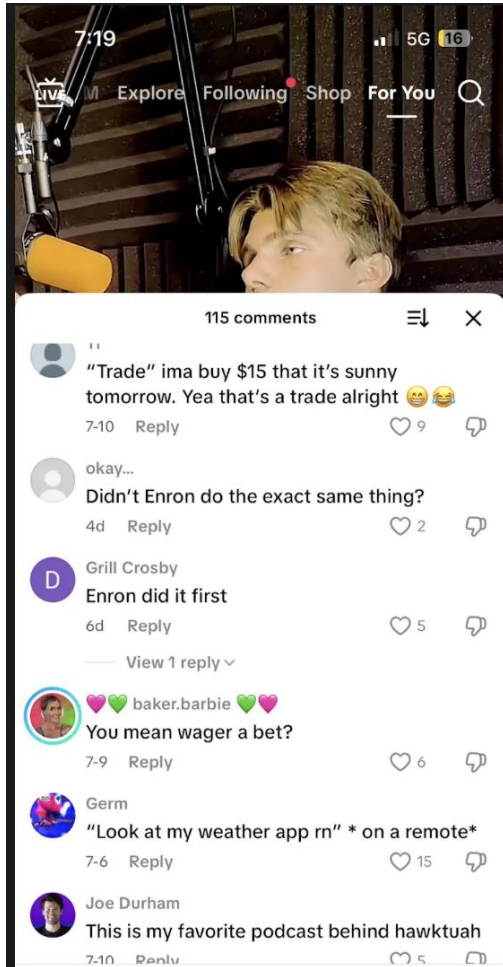
Exhibit 42



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# EXHIBIT 43

Exhibit 43



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# EXHIBIT 44

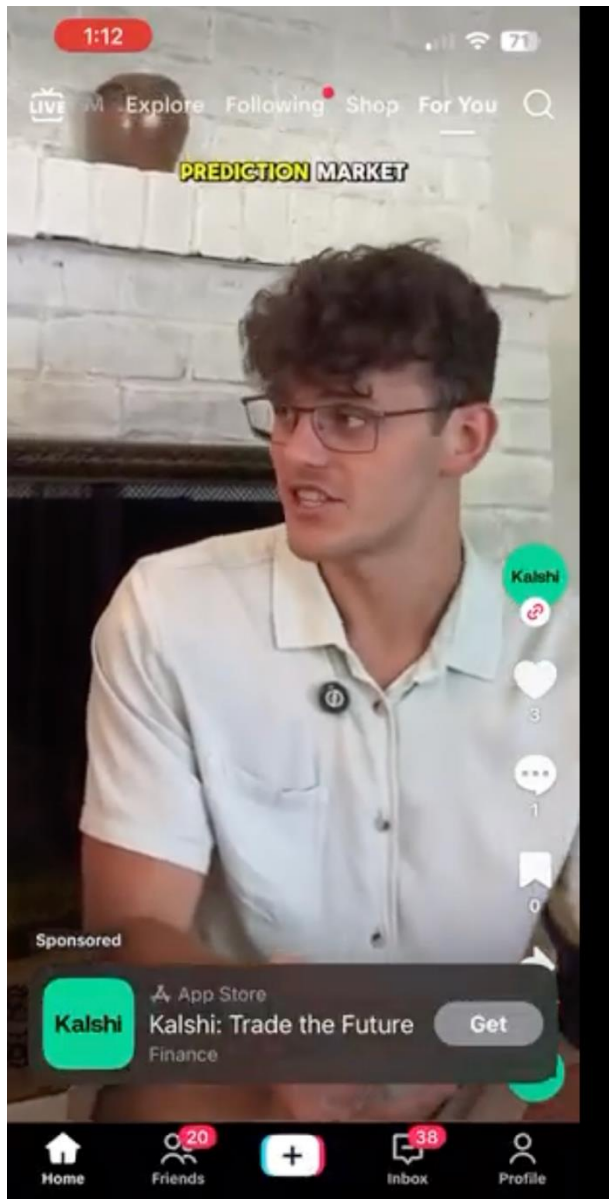
Exhibit 44



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# **EXHIBIT 45**

Exhibit 45



<https://drive.google.com/file/d/1eXgMfm6zQImZwbbbnK7ABZcTcC42KixK/view>

# **EXHIBIT 46**



Exhibit 46



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# **EXHIBIT 47**

Exhibit 47



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# EXHIBIT 48

Exhibit 48



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# EXHIBIT 49

Exhibit 49

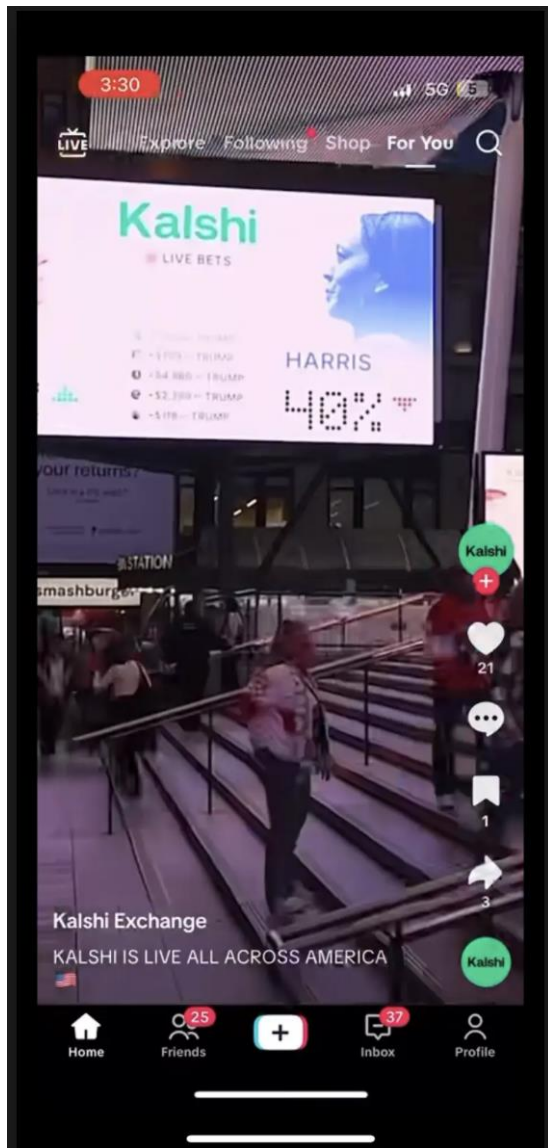


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# EXHIBIT 50



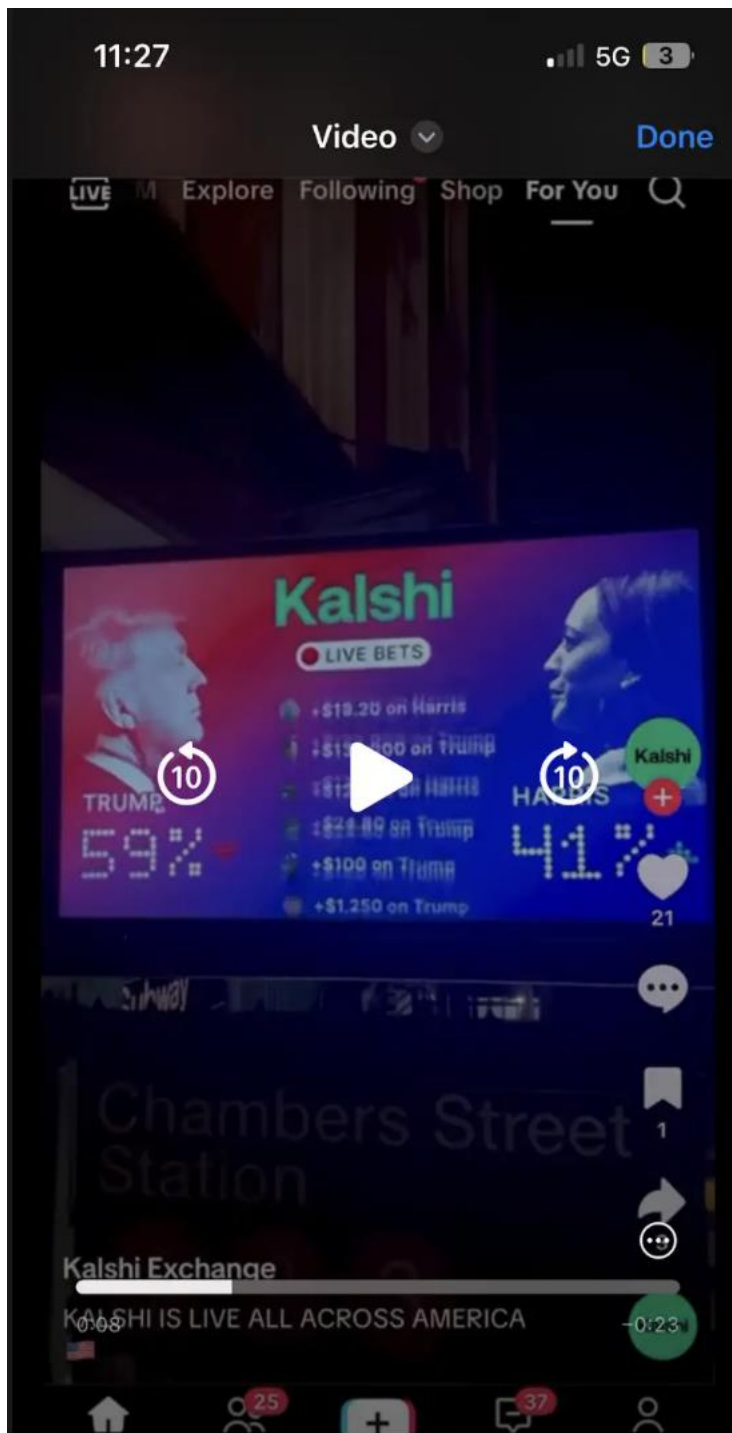
Exhibit 50



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# EXHIBIT 51

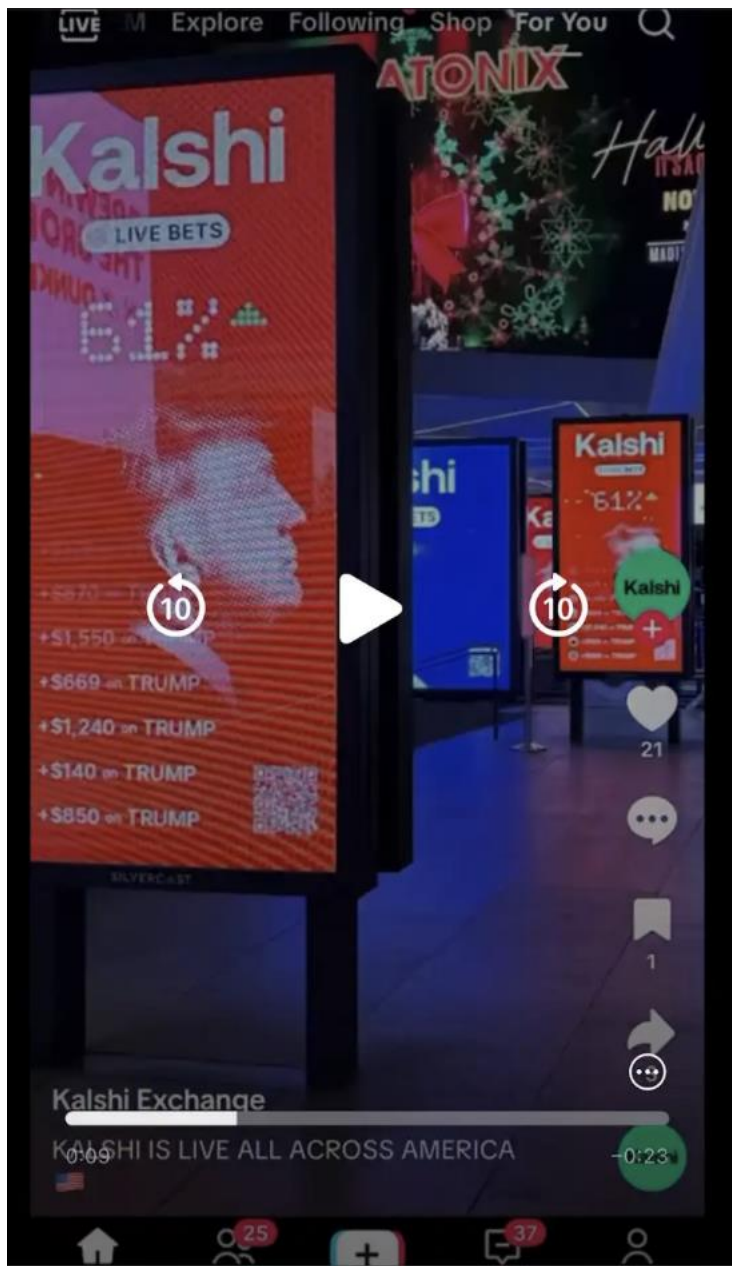
Exhibit 51



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# **EXHIBIT 52**

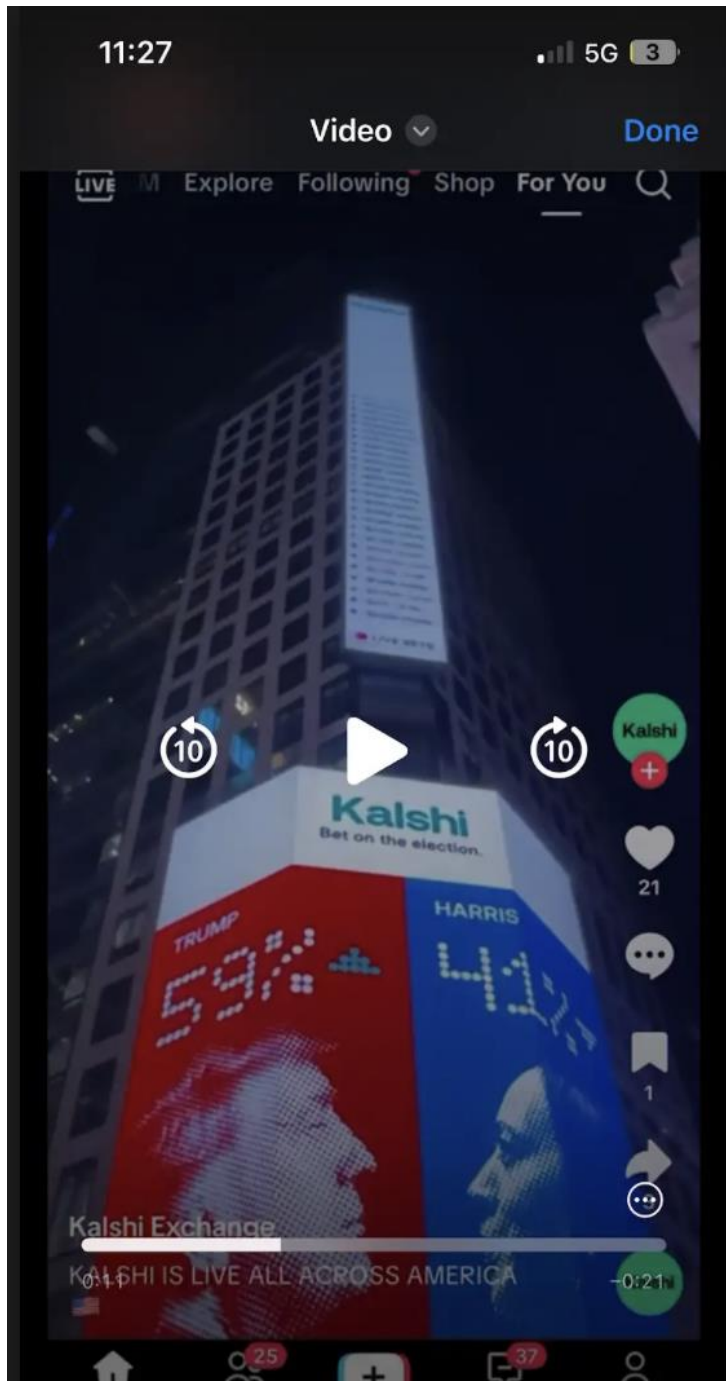
Exhibit 52



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# **EXHIBIT 53**

Exhibit 53

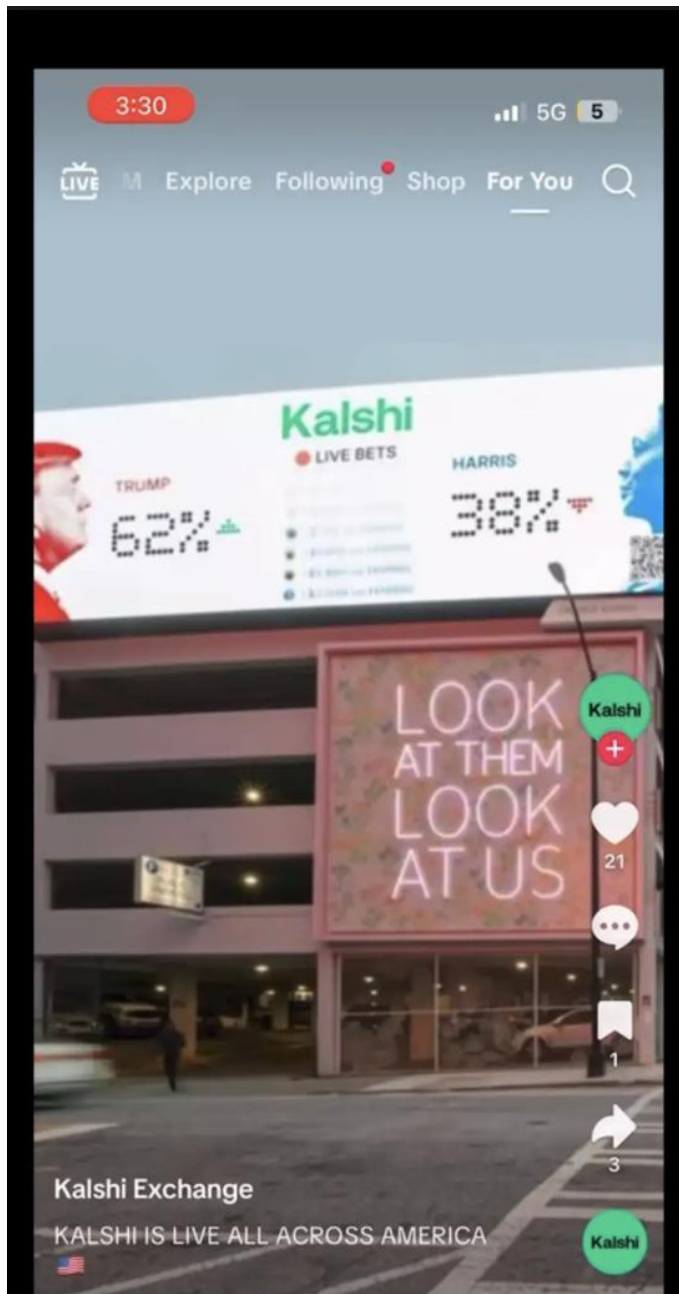


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# **EXHIBIT 54**



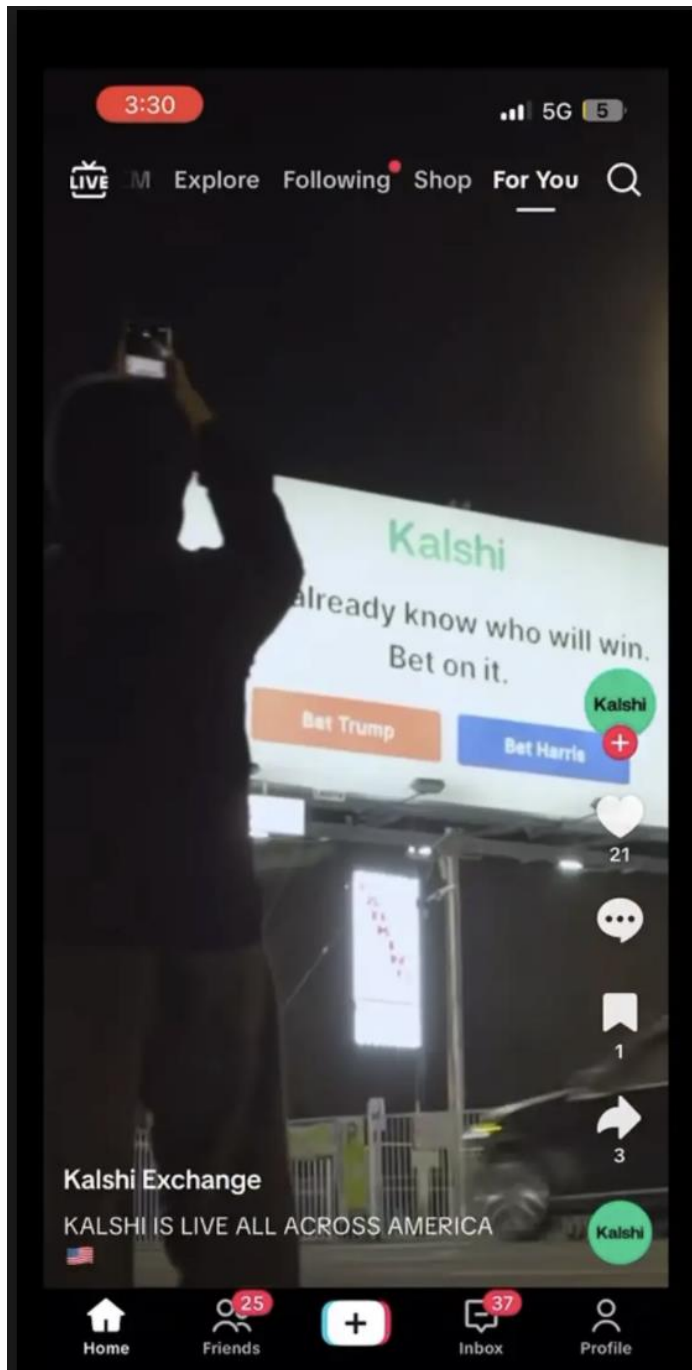
Exhibit 54



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# **EXHIBIT 55**

Exhibit 55



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# EXHIBIT 56

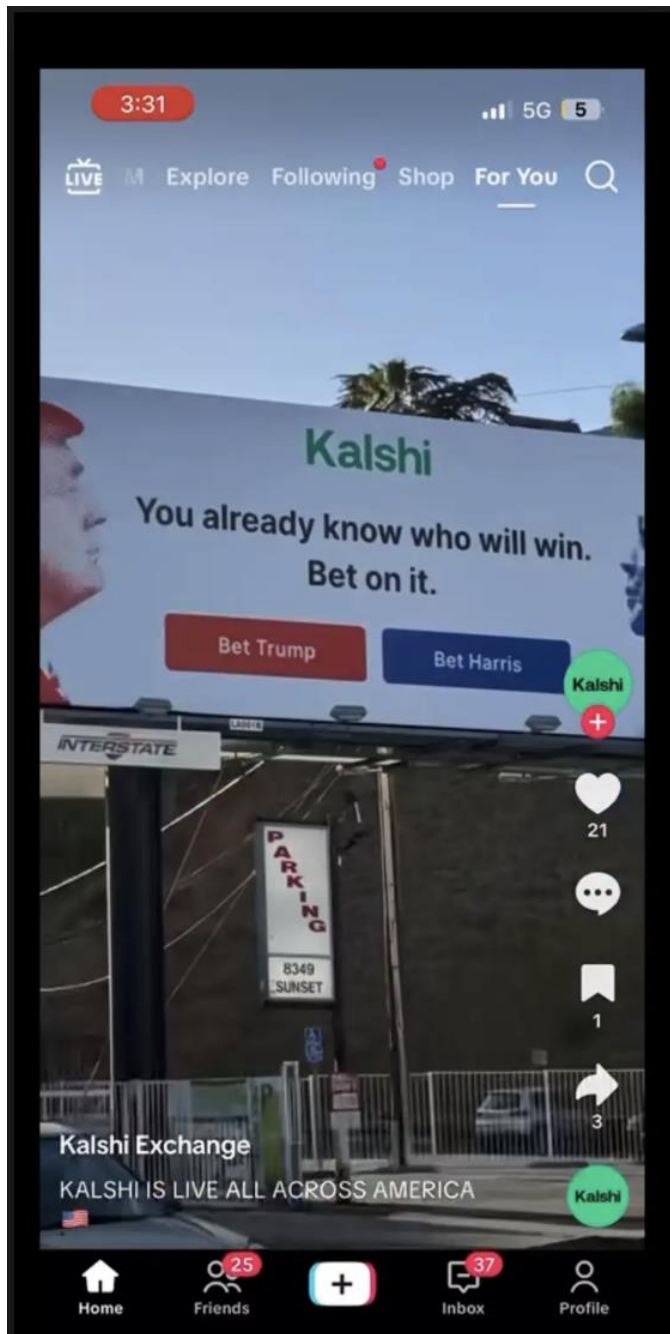
Exhibit 56



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# **EXHIBIT 57**

Exhibit 57

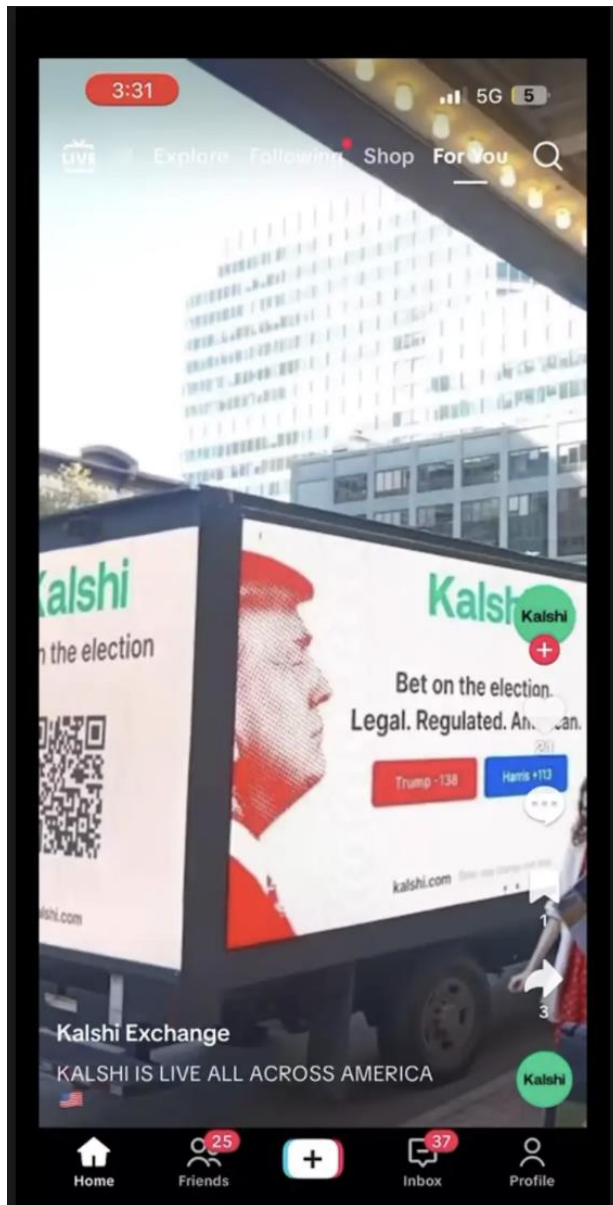


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# EXHIBIT 58



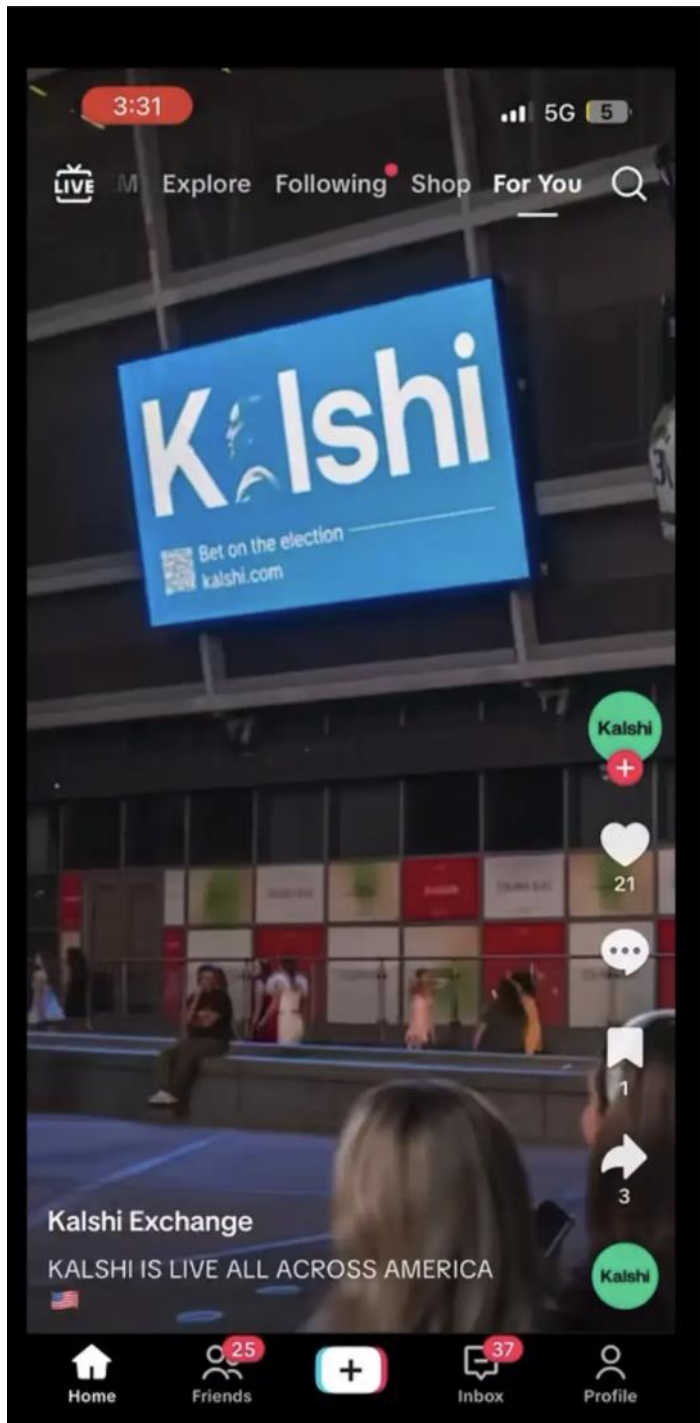
Exhibit 58



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# **EXHIBIT 59**

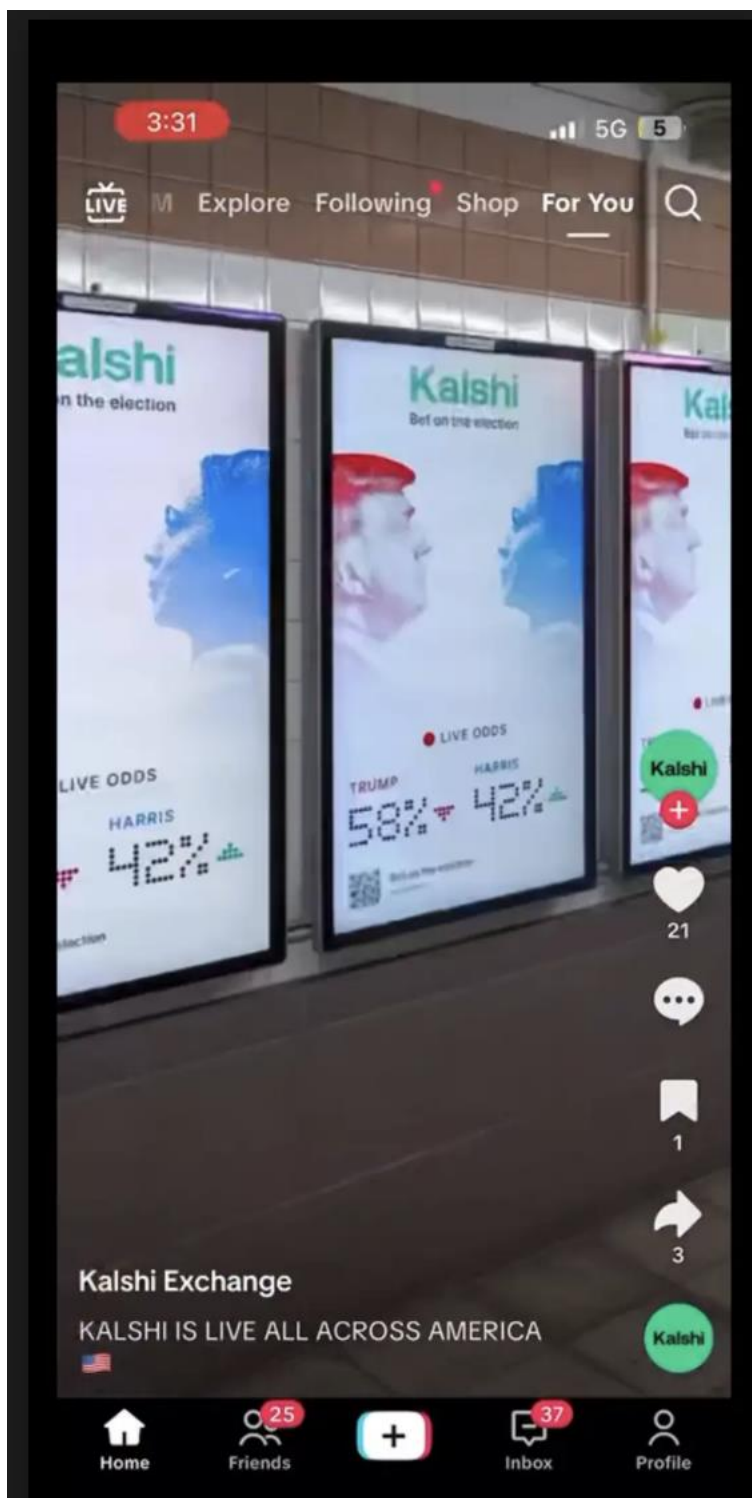
Exhibit 59



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# EXHIBIT 60

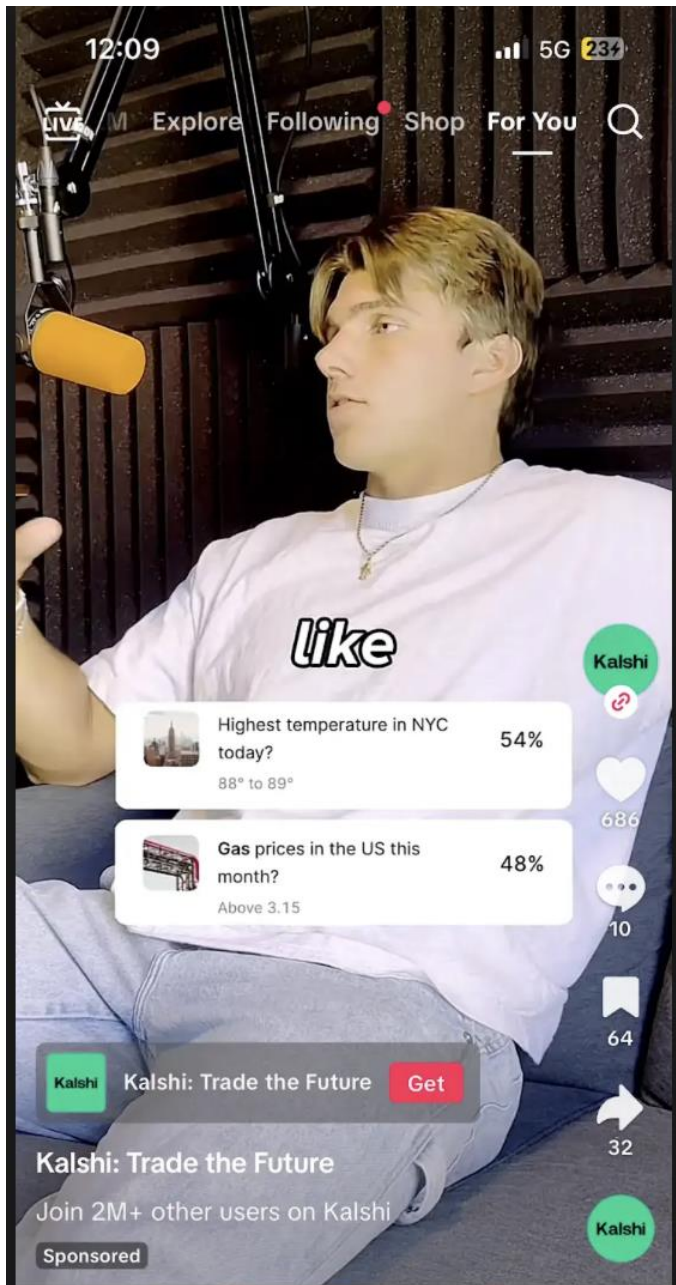
Exhibit 60



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# EXHIBIT 61

Exhibit 61

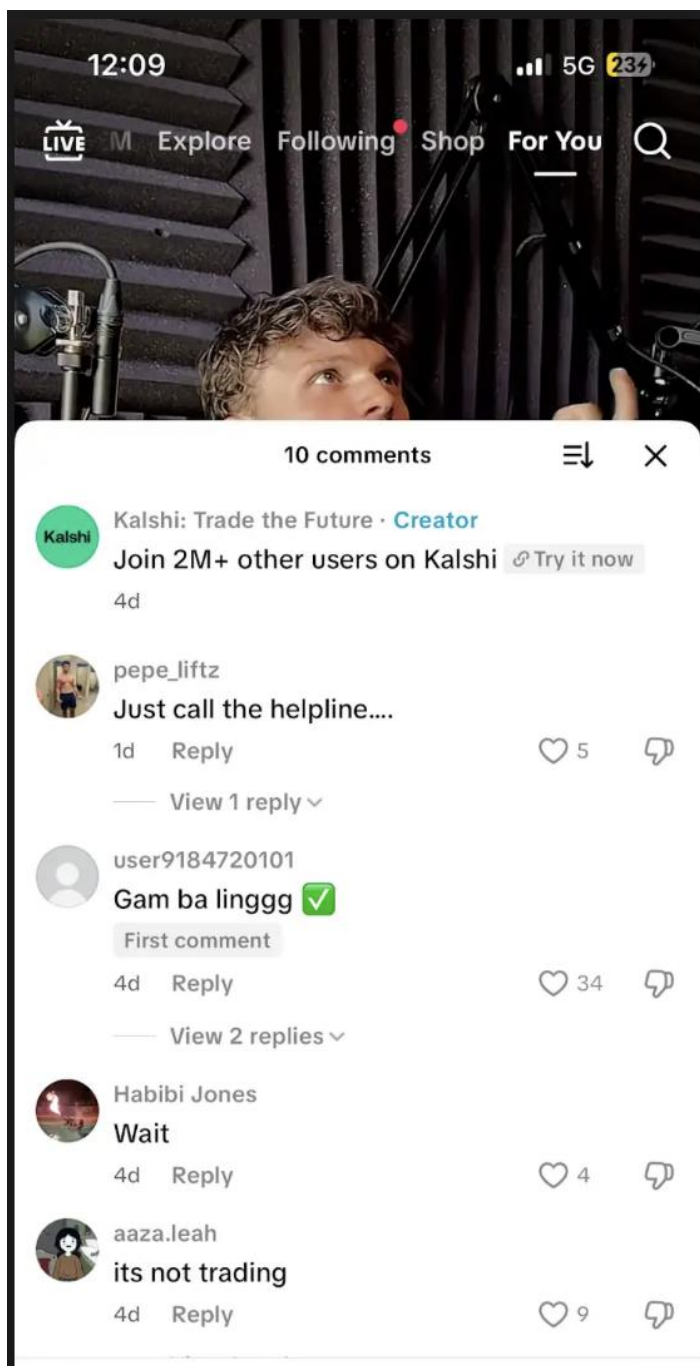


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# EXHIBIT 62



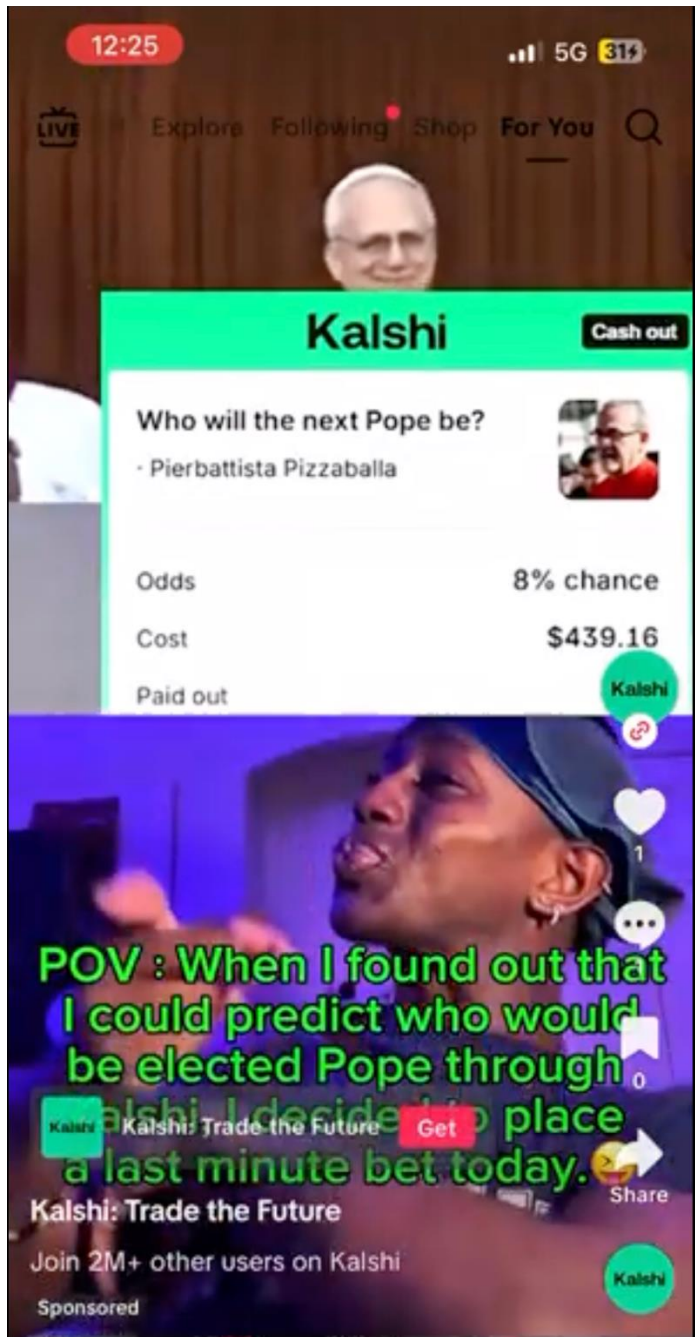
Exhibit 62



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# EXHIBIT 63

Exhibit 63



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# **EXHIBIT 64**

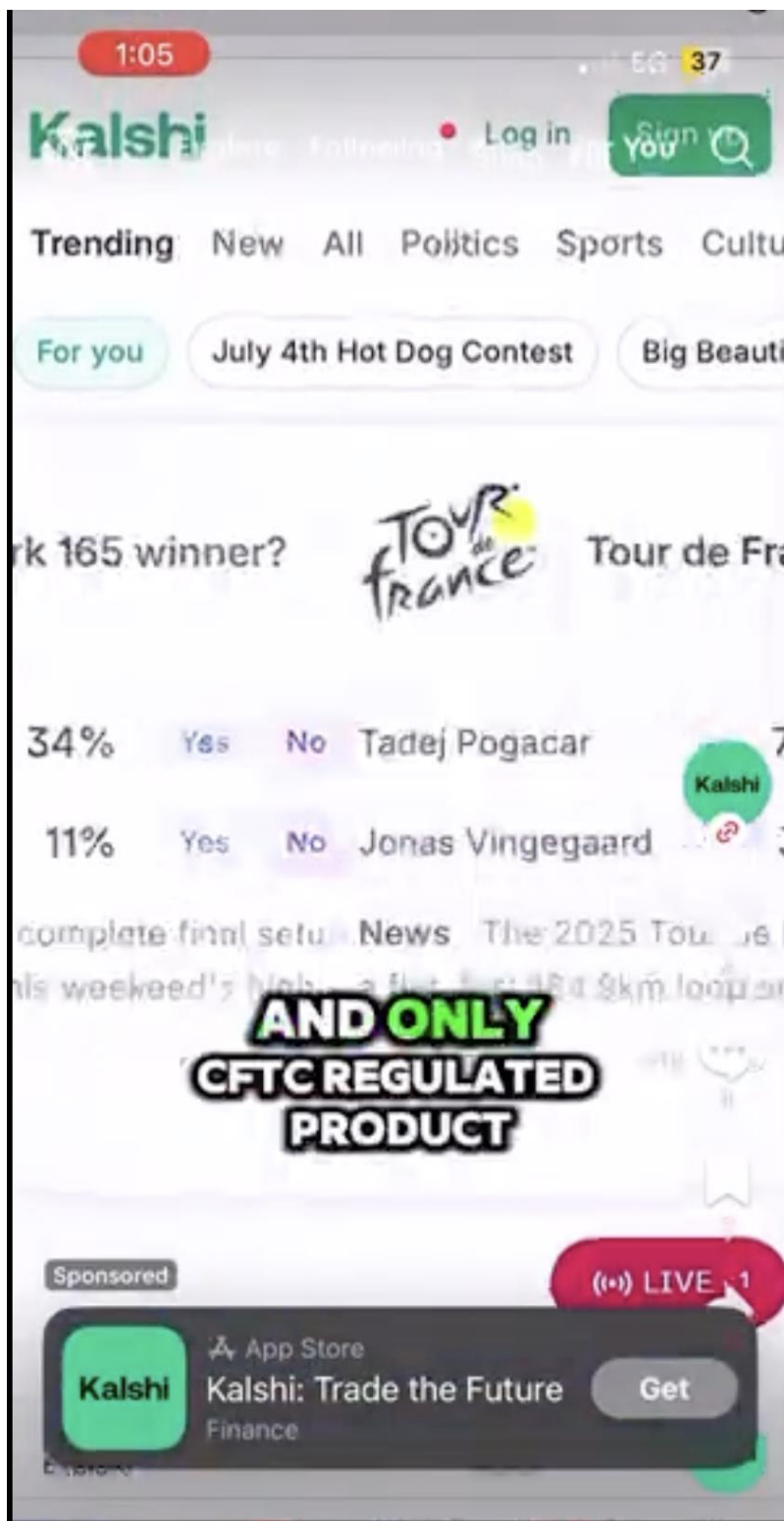
Exhibit 64



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# **EXHIBIT 65**

Exhibit 65

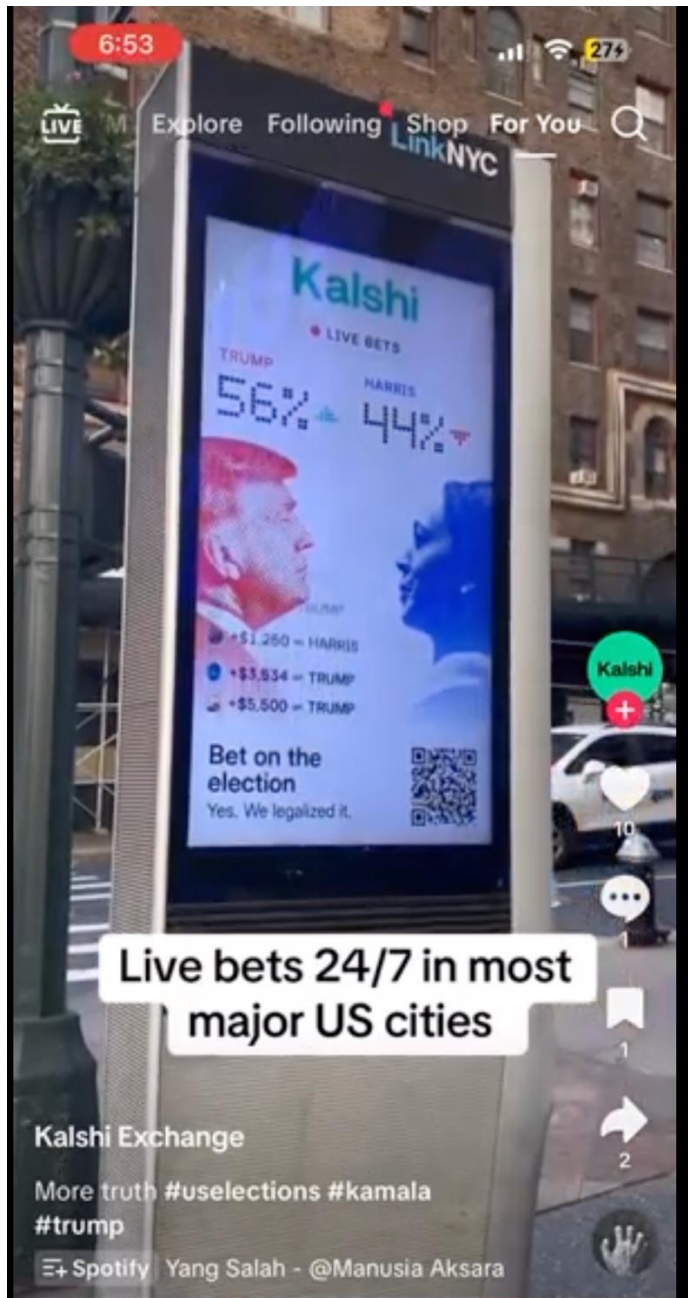


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# EXHIBIT 66



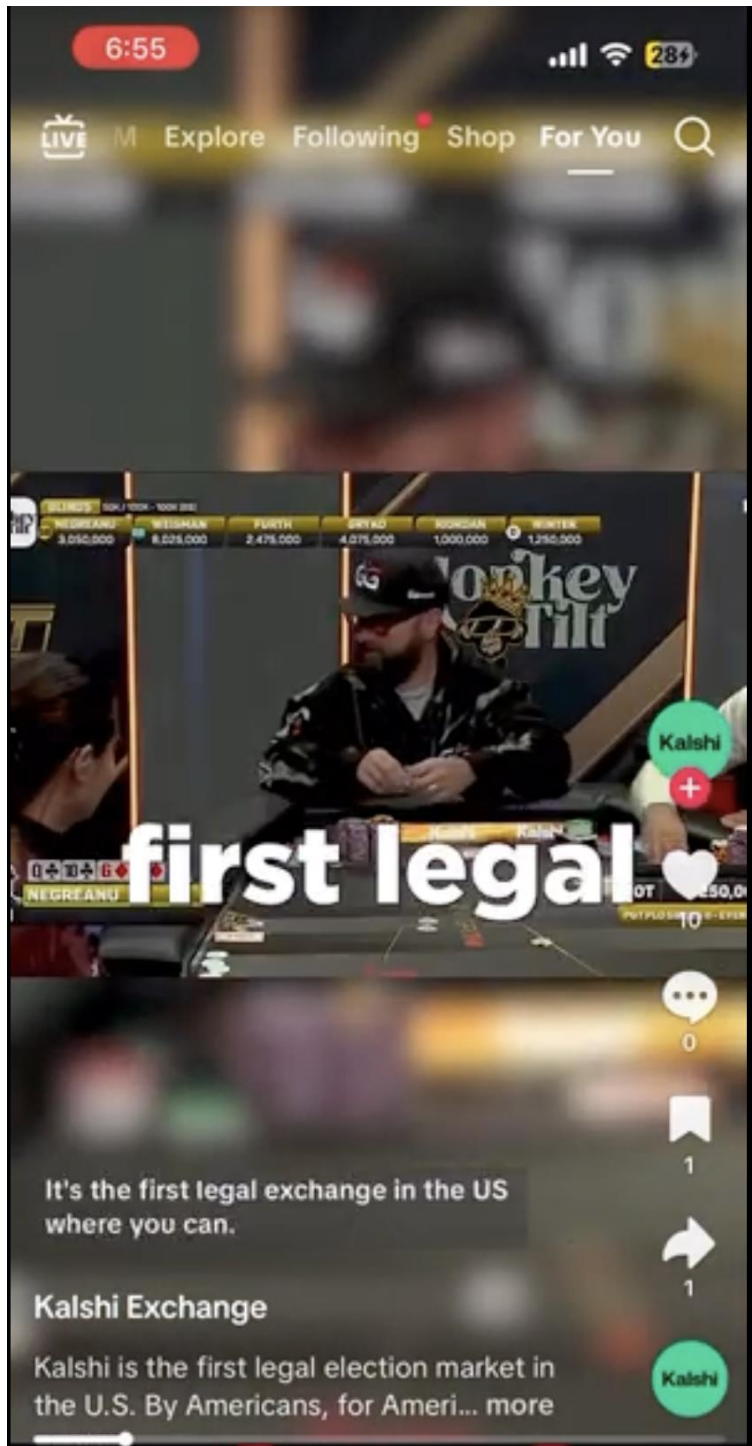
Exhibit 66



[https://drive.google.com/file/d/1eL36sKqdyKIhiefnj8zK\\_qDZUihOWJWr/view](https://drive.google.com/file/d/1eL36sKqdyKIhiefnj8zK_qDZUihOWJWr/view)

# **EXHIBIT 67**

Exhibit 67



<https://drive.google.com/file/d/1bQfWqLFfYCOhVsCBQquFIqOkWy84VLh2/view>

# EXHIBIT 68

Exhibit 68



[https://drive.google.com/file/d/1qhNDsb4z6tmm0O\\_g75YXdREJXK4n1QBq/view](https://drive.google.com/file/d/1qhNDsb4z6tmm0O_g75YXdREJXK4n1QBq/view)

# EXHIBIT 69

Exhibit 69

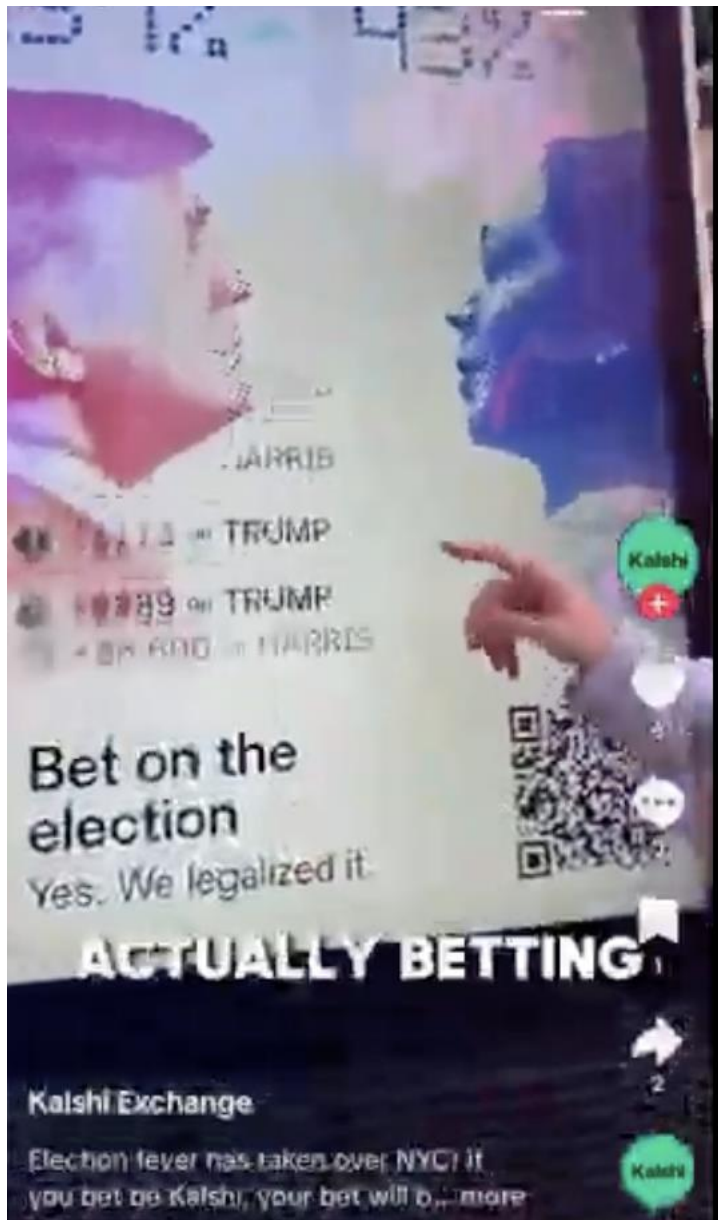


[https://drive.google.com/file/d/1jr-ntu1jX2NM9T\\_wDvTQfa8\\_oFKXkC4v/view](https://drive.google.com/file/d/1jr-ntu1jX2NM9T_wDvTQfa8_oFKXkC4v/view)

# EXHIBIT 70



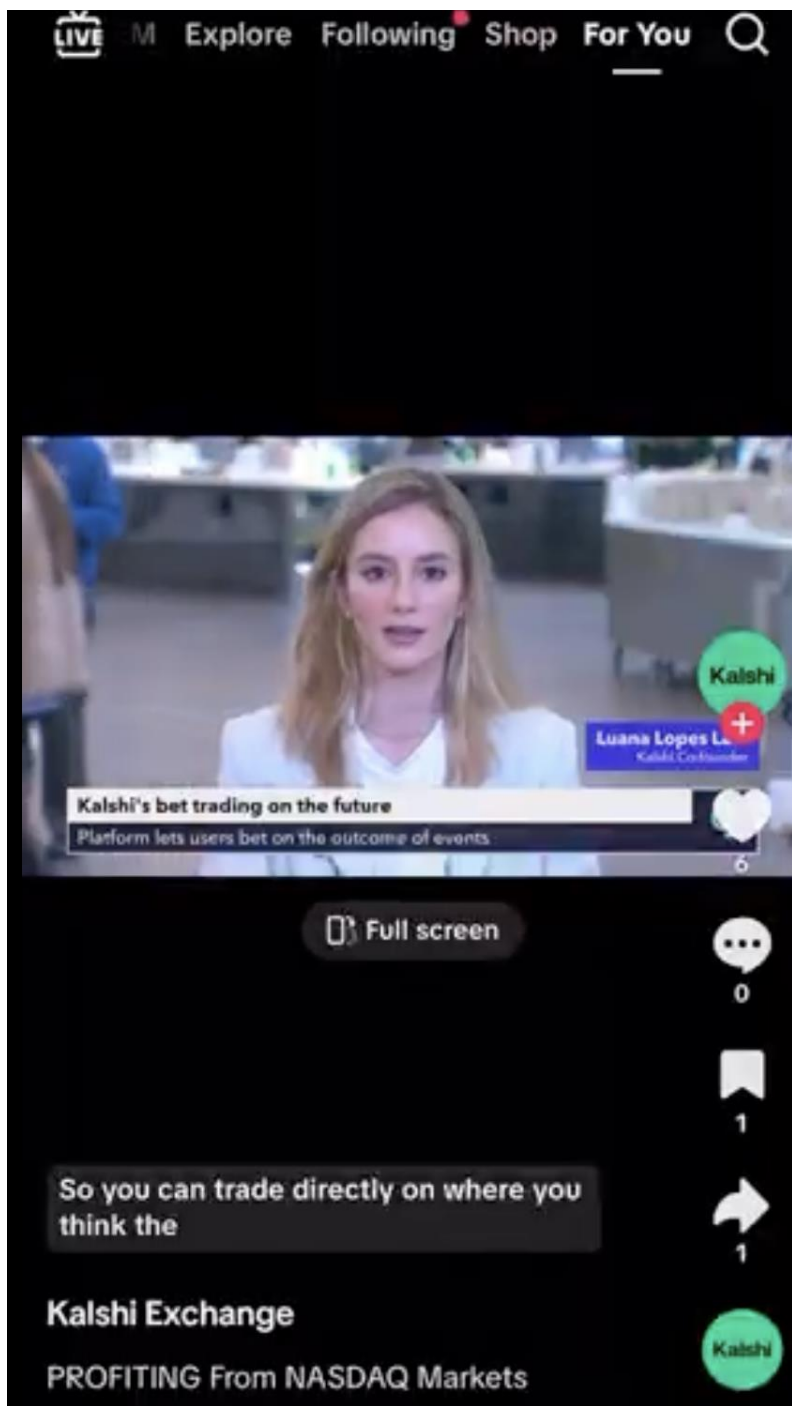
Exhibit 70



<https://drive.google.com/file/d/1t-d43BP313nuodDzfwu9zZVUPYial6Nn/view>

# EXHIBIT 71

Exhibit 71



[https://drive.google.com/file/d/1VjrRX7tl1rD5Ga5D\\_6QhgouSrs9vXeHz/view](https://drive.google.com/file/d/1VjrRX7tl1rD5Ga5D_6QhgouSrs9vXeHz/view)

# EXHIBIT 72

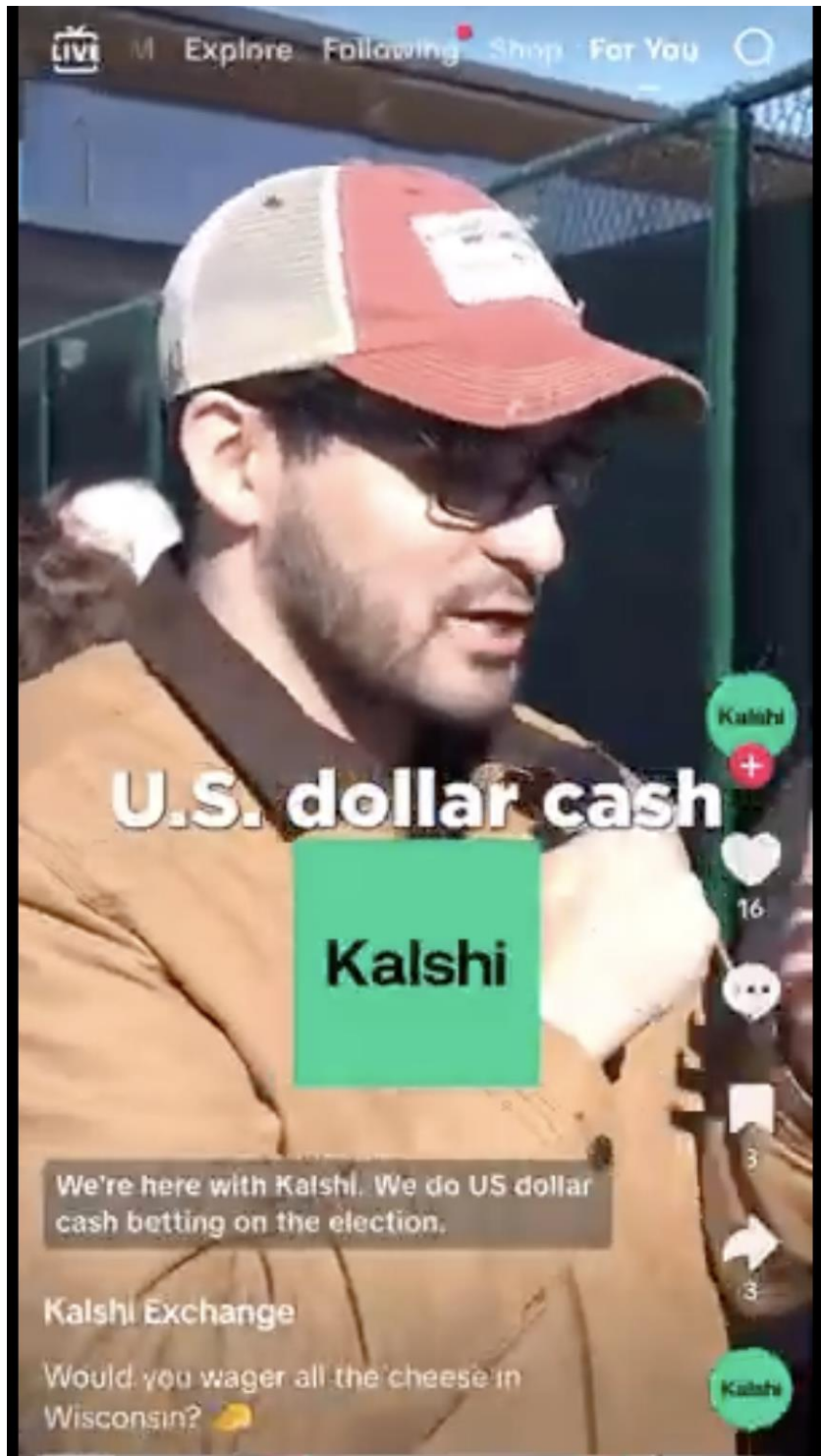
Exhibit 72



<https://drive.google.com/file/d/1NxrL0675Vybxprbe1tSU5eelcuYhlBSE/view>

# **EXHIBIT 73**

Exhibit 73

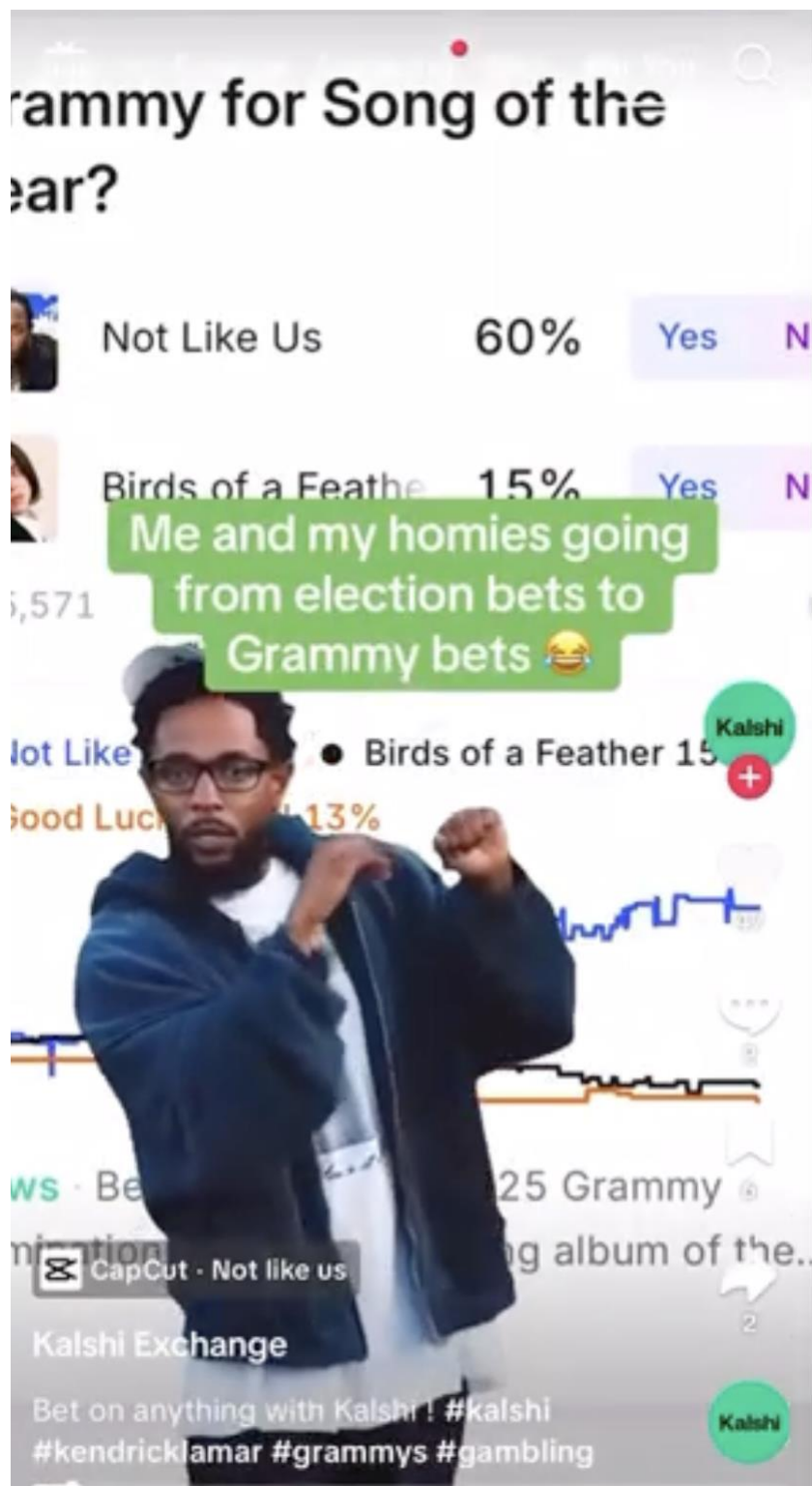


<https://drive.google.com/file/d/1GnzgsuNWvrbkFHXn9SfcAaxOe2jInelC/view>

# EXHIBIT 74

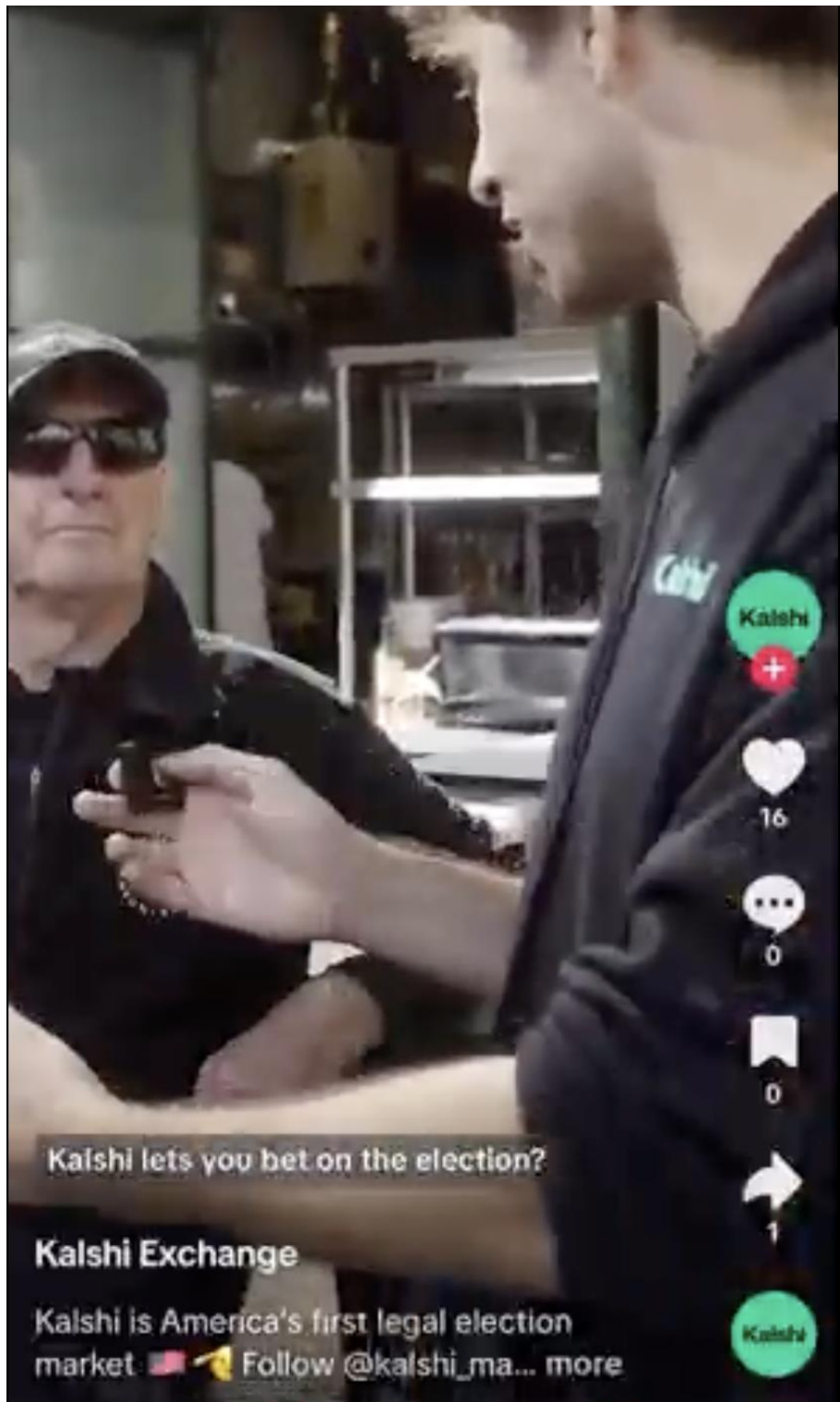


Exhibit 74



# EXHIBIT 75

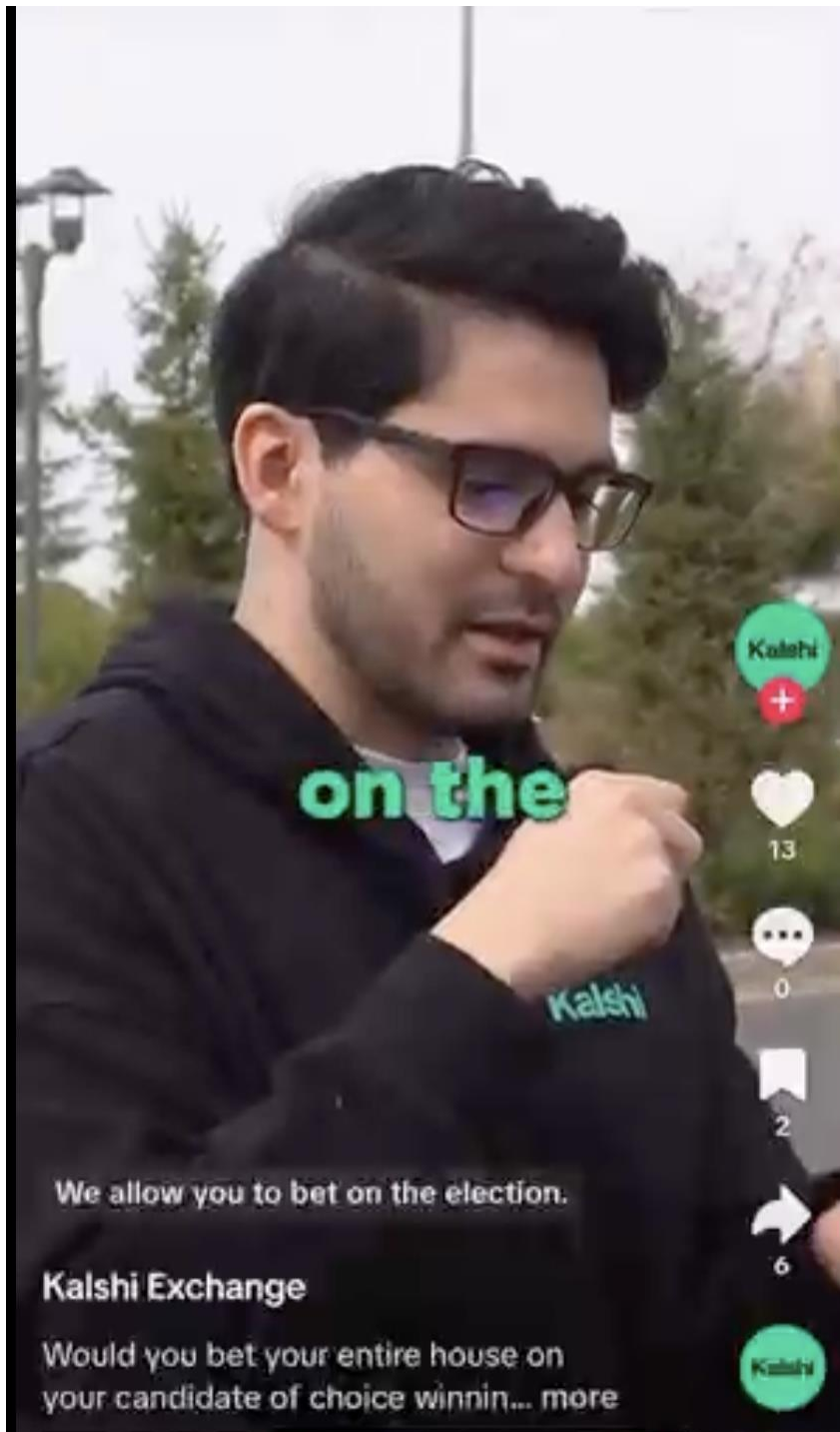
Exhibit 75



<https://drive.google.com/file/d/1tBrhLR3uJAsGdJXHWL20YdOf7QcEkIYb/view>

# EXHIBIT 76

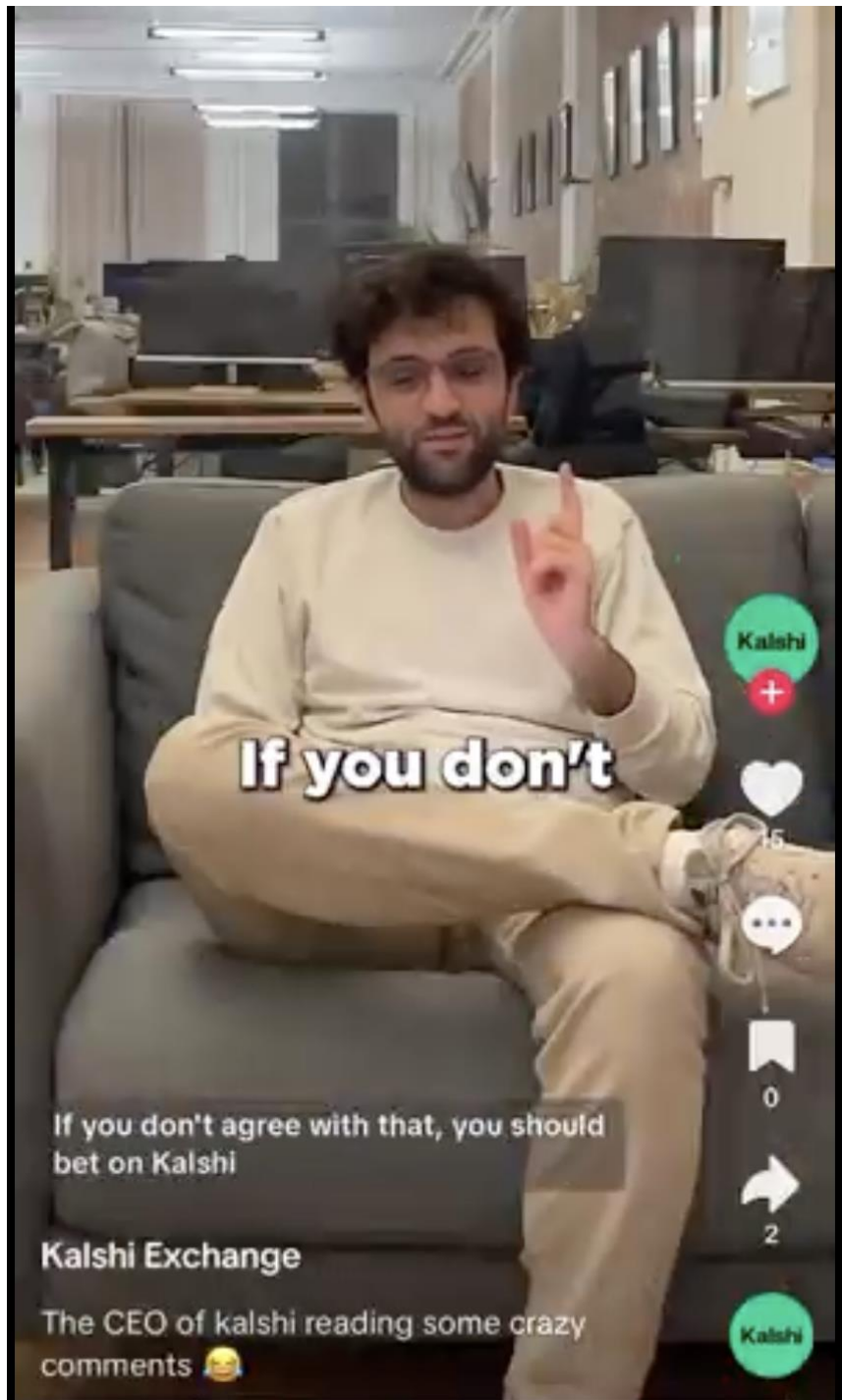
Exhibit 76



<https://drive.google.com/file/d/1mOLuiDw12QbGEwwodv6mbjt6oOXXaLCK/view>

# **EXHIBIT 77**

Exhibit 77



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# EXHIBIT 78



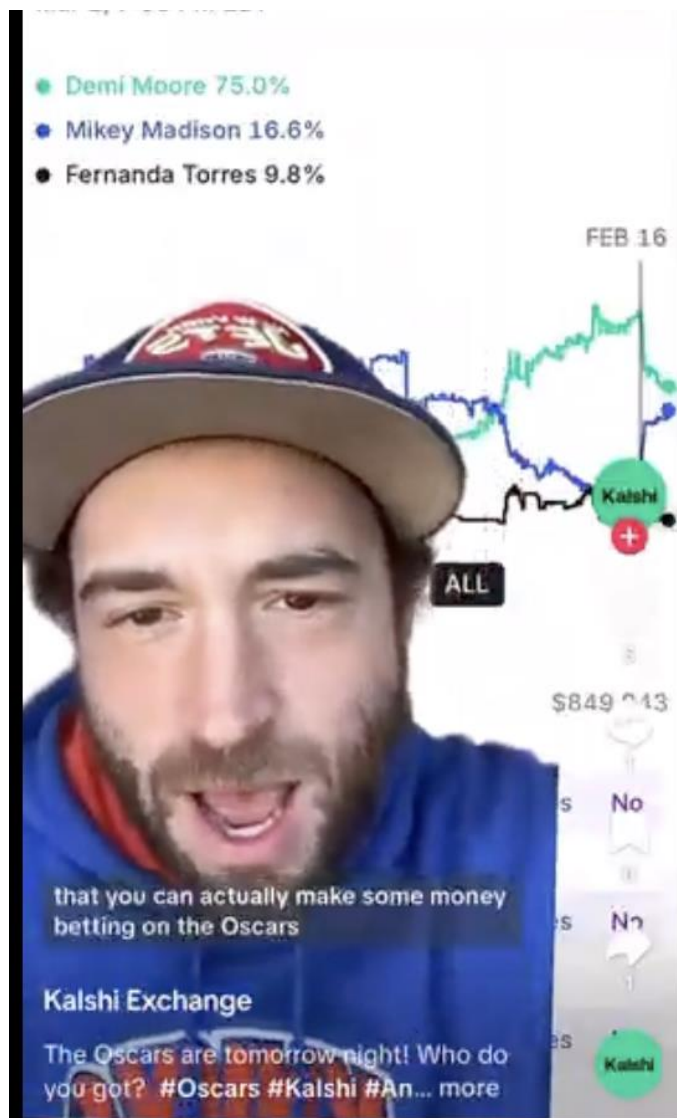
Exhibit 78



[https://drive.google.com/file/d/1xInqwn0QqgT2\\_7LKhcM6KeDL55m\\_BJnL/view](https://drive.google.com/file/d/1xInqwn0QqgT2_7LKhcM6KeDL55m_BJnL/view)

# **EXHIBIT 79**

Exhibit 79



<https://drive.google.com/file/d/1JgjGehQga4LOUS3UuBup0HHZEwRnbq5M/view>

# **EXHIBIT 80**

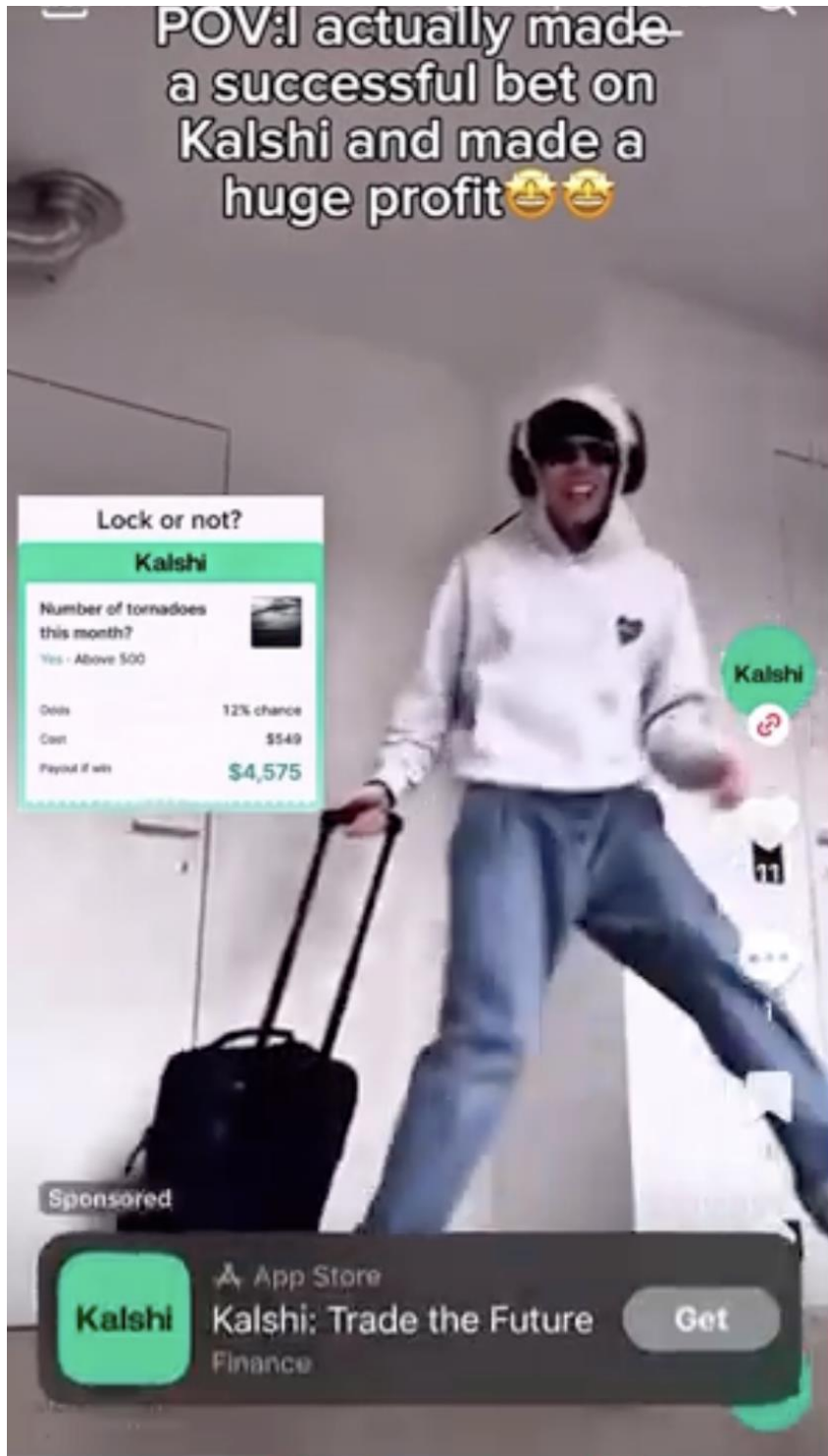
Exhibit 80



<https://drive.google.com/file/d/19WDe7MvC3zkZyLcFm61efNdJ-EcqqJax/view>

# EXHIBIT 81

Exhibit 81



[https://drive.google.com/file/d/1oB9hQd5U\\_EK9QHCHuAmxU8quPC8xVoY7/view](https://drive.google.com/file/d/1oB9hQd5U_EK9QHCHuAmxU8quPC8xVoY7/view)

# **EXHIBIT 82**



Exhibit 82



<https://drive.google.com/file/d/1DV1FF4tjfKil0DNmIxdSjCMLTS3qWTup/view>