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EASTERN DISTRICT OF CALIFORNIA
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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

10 SHINGLE SPRINGS RANCHERIA,)	NO. CIV. S-96-1414-DFL PAN
11 Plaintiff,)	
12 vs.)	AMENDED PRELIMINARY
13 GRASSY RUN COMMUNITY SERVICES)	INJUNCTION 3/5/99
14 DISTRICT, etc., et al.,)	
15 Defendants.)	
16)	

17 The court by memorandum of opinion and order dated April 25, 1997, granted
18 defendants' motion for partial summary judgment and denied plaintiff's motion for partial
19 summary judgment.

20 Defendants now submit a supplemental application for preliminary injunctive
21 relief. The motion is granted.

22 In accordance with the April 25, 1997, Order, the court finds that the roads,
23 roadways and bridges located within Grassy Run Community Services District
24 ("District") are private roads, roadways and bridges owned by the respective parcel
25 owners within Grassy Run and are not subject to any right of, or claim of entitlement to,
26 public use or access to the property of, or structures or facilities located on, the Shingle
27 Springs Rancheria. The court finds that the defendants are likely to prevail on the merits
28 of this action and that the balance of hardships tips sharply in their favor.

1 According., IT IS ORDERED THAT, until further order of court, members and
2 residents of the Shingle Springs Rancheria, and the members of Shingle Springs Band of
3 Miwok Indians, and each of their agents, servants, employees, representatives,
4 contractors, invitees, licensees, guests, and all persons acting in aid of, in concert with, or
5 participating with each of any of them, including but not limited to Richard Moody, and
6 all persons claiming or asserting rights through or in conjunction with each of any of
7 them, be, and they are, preliminarily enjoined and restrained, during the pendency of this
8 action, from engaging in, committing, or performing, directly or indirectly, by any means,
9 any of the following acts:

10 1. Using, traveling upon, driving upon, riding upon, or going upon
11 (collectively, "use" or "using"), or causing, inducing, encouraging, requesting or inviting
12 any other person or entity to use, the roads, or any road, roadway or bridge located within
13 the presently existing boundaries of the District for any purpose, without the prior express
14 written consent and permission of the President of the District or her/his authorized
15 designee;

16 2. Conducting any activity of any kind at any place which is designed to, or
17 which could foreseeably, cause, induce, encourage, request or invite any person to use the
18 roads or bridges located within the boundaries of the District without the prior express
19 written consent and permission of the President of the District or her/his authorized
20 designee; and,

21 3. Using or causing others to use the roads or bridges of the District to
22 patronize or in aid of any of the activities of, any casino, any commercial facility, or any
23 other non-residential/non-governmental facility on the Rancheria.

24 This preliminary injunction shall not affect:

25 (1) the existing right of access previously given to residents of the Rancheria
26 over those portions of the District roads extending from the "cul-de-sac entrance" at
27 Grassy Run Court, to Grassy Run Road, to Rolling Rock Road, to Reservation Road, to
28 the Rancheria ("Rancheria corridor") for residential, non-commercial use;

1 (2) the access of non-residents of the Rancheria who may enter the Rancheria
2 over the Rancheria corridor, upon invitation by Rancheria residents, for non-commercial
3 purposes only;

4 (3) the access of the following persons who may use the Rancheria corridor to
5 enter the Rancheria without express permission of the District: representatives of the
6 United States government on government business concerning the Rancheria, public
7 utilities providers, courier services, entities delivering goods and services to Rancheria
8 residents for their personal and non-commercial use only, representatives of El Dorado
9 County or other local governmental entities, including law enforcement, fire departments,
10 and similar service providers; and,

11 (4) the access of non-residents who use the Rancheria corridor to enter the
12 Rancheria for occasional non-profit educational or cultural programs or for periodic
13 meetings of Rancheria officials for bona fide tribal governmental purposes.

14 The access permitted above is subject to the following conditions:

15 (1) Any use of District roads by residents of the Rancheria or others identified
16 above shall be confined to paved portions of the District roads;

17 (2) No commercial vehicle transporting goods, supplies, materials, equipment,
18 structures or facilities, or providing services, to or from the Rancheria shall be permitted
19 to use the District roads except between the hours of 9:00 a.m. and 2:30 p.m. on Monday
20 through Friday;

21 (3) No motor vehicle, including trailers, of a combined size exceeding twelve
22 feet in width or sixty feet in length, transporting persons, goods, supplies, materials,
23 equipment, structures, facilities or services to the Rancheria shall be permitted upon the
24 District roads at any time, without a written permit issued by the President of the District
25 or her/his authorized designee.

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1 The court ther finds that no bond shall be requir of defendants in connection
2 with this preliminary injunction.

3 IT IS SO ORDERED.

4 Dated: April 6, 1999

David F. Levi
DAVID F. LEVI
United States District Judge

6
7 APPROVED AS TO FORM:

8 JOHNSON, SCHACHTER & COLLINS, A.P.C.

9 Dated: 3/25/99

Robert H. Johnson
Robert H. Johnson

11 CLEMENT, FITZPATRICK & KENWORTHY

12 Dated: 3/30/99

Anthony Cohen
Anthony Cohen