UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
CIVIL MINUTES—GENERAL

Case No.	**EDCV 23-1421 JGB (SHKx)**	Date	May 9, 2024
Title	***United States of America v. Christina Stevens, et al.***		

Present: The Honorable	JESUS G. BERNAL, UNITED STATES DISTRICT JUDGE

MAYNOR GALVEZ	Not Reported
Deputy Clerk	Court Reporter

Attorney(s) Present for Plaintiff(s):	Attorney(s) Present for Defendant(s):
None Present	None Present

Proceedings: Order (1) GRANTING Plaintiff's Motion for Partial Judgment on the Pleadings (Dkt. No. 29); and (2) VACATING the May 13, 2024 Hearing (IN CHAMBERS)

Before the Court is a motion for partial judgment on the pleadings ("MJP," Dkt. No. 29) filed by Plaintiff United States of America. The Court finds this matter appropriate for resolution without a hearing. See Fed. R. Civ. P. 78; L.R. 7-15. After considering the papers filed in support of and in opposition to the MJP, the Court **GRANTS** the MJP and **VACATES** the May 13, 2024 hearing.

I. BACKGROUND

On July 20, 2023, Plaintiff United States of America ("Plaintiff") filed a complaint against Defendants Christina Stevens and Brenda Stevens (jointly, "Defendants"). ("Complaint," Dkt. No. 1.) The Complaint asserts two causes of action: (1) trespass and (2) ejectment. (See id.) On August 31, 2023, Defendants answered. ("Answer," Dkt. No. 14.)

On March 8, 2024, Plaintiff filed the MJP. (MJP.) Defendants did not file an Opposition. Plaintiff did not file a Reply.

II. FACTUAL ALLEGATIONS

Plaintiff alleges the following facts. Plaintiff is the sovereign United States of America suing on its own behalf and in its capacity as trustee for the Colorado River Indian Tribes ("CRIT" or "Tribes"). (Complaint ¶ 7.) Defendants occupy Lot 18 of the Rymer Subdivision (Rymer Lot No. 18) situated in a portion of the San Bernardino Base and Meridian, Township 4 South, Range 23 East, Sections 23 and 24, consisting of approximately 0.32 acres, with 82 feet of river frontage, a short distance north of Blythe, Riverside County, California (the "Subject Property" or the "Property"), with a mailing address of HCR 20, Box 1580, Blythe, CA 92225. (Id. ¶ 8.)

A. Lands at Issue

CRIT is a federally-recognized Indian tribe residing on the Colorado River Indian Reservation (the "Reservation"), which Congress established in 1865. (Id. ¶ 9.) The Reservation straddles the Colorado River (the "River"), which serves as the Arizona-California border, with land in both Arizona and California. (Id.) Originally, the entire Reservation was located to the east, or Arizona, side of the River. (Id.) The Reservation was subsequently expanded by Executive Orders dated November 22, 1873; November 16, 1874; May 15, 1876; and November 22, 1915. (Id.)

In 1964, Congress affirmed the CRIT Reservation as established and expanded by Executive Order, providing that "unallotted lands of the . . . Reservation . . . are . . . tribal property held in trust by the United States for the use and benefit of [CRIT]" (the "1964 Act"). (Id. ¶ 10.) The 1964 Act authorized the Secretary of the Interior to approve leases of lands on the Reservation, but it initially held in abeyance the Secretary's leasing authority on lands on the California side of the River until such time that those lands were "determined to be within the [R]eservation." (Id.)

On January 17, 1969, Interior Solicitor Edward Weinberg issued a legal opinion in which he determined that the western boundary of the Reservation included a portion of Riverside County, California. (Id. ¶ 11.) The Secretary of the Interior, Stewart Udall, concurred in the opinion and instructed the Director of the Bureau of Land Management ("BLM") to conduct the appropriate surveys to fix the line of the western boundary of the Reservation. (Id.) In 1970, Secretary of the Interior Walter Hickel confirmed Secretary Udall's "final, official and unqualified declaration that the 'Benson Line' was the proper location of the western boundary of the Reservation." (Id. ¶ 12.) On November 25, 1970, the Bureau of Indian Affairs ("BIA") published a notice in the Federal Register that extended the Colorado River Reservation Indian leasing program to "those lands which the Secretary of the Interior has determined, pursuant to the Act of April 30, 1864 (78 Stat. 188), to be within the [Reservation]." (Id. ¶ 13.)

The Property is within the exterior boundaries of the lands determined to be within the Colorado River Indian Reservation as noticed in the Federal Register on November 25, 1970. (Id. ¶ 14.)

B. Defendants' Occupation and Use of the Property

After the November 25, 1970 Federal Register notice, the BIA began approving permits to occupy the Reservation lands located west of the Colorado River, including the permit for the Property issued to Defendants' predecessors on the land, Mack and Donna L. Sifford and Sandy Stevens. (Id. ¶ 15.) On July 12, 1973, CRIT issued Colorado River Permit, No. WB-144-10 R (the "1973 Permit") to Mack and Donna L. Sifford, Defendants' maternal grandparents; the Permit authorized the use of the land for single family residential occupancy only. (Id. ¶ 16.) The Permit was approved by the BIA Colorado River Agency Superintendent (the "Superintendent"). (Id.) On June 23, 1978, the Superintendent approved the administrative assignment of the Permit to the Siffords' daughter, Sandy Stevens, Defendants' now-deceased mother. (Id. ¶ 17.)

On September 19, 1979, CRIT issued a new permit to Sandy Stevens (No. WB-144-R) (the "1979 Permit"), which was approved by the Superintendent on October 18, 1979. (Id. ¶ 18.) The 1979 Permit authorized the use of the land for single family residential occupancy only. (Id.) Article 5 of the 1979 Permit states that "the Permittee… covenants and agrees to pay… the amount herein…or as may be adjusted from time to time." (Id. ¶ 19.) Article 5(b) of the 1979 Permit provides that if rent is not paid by the due date, interest at 12 percent per annum will be due thereon until the rent is paid. (Id.) Article 6 prohibits the Permittee from placing permanent improvements on the Subject Property without first obtaining written consent from CRIT. (Id. ¶ 20.) Article 7 allows only such diversion and use of water from the River as may reasonably be required for the purpose of the Permit and that any other use is grounds for immediate cancellation of the Permit. (Id. ¶ 21.) Article 18 states: "should Permittee default in the payment of any . . . rent . . . when due . . . the Secretary . . . may declare this permit forfeited by giving Permittee written Notice thereof, and upon such forfeiture, Permittee shall have no further rights or interest hereunder . . . , and Permittor may . . . take possession of the permitted premises and all buildings and improvements thereon, and may cast Permittee and all persons claiming under the permit from the premises." (Id. ¶ 22.) Article 25 states that the "permit and the covenants, conditions, and restrictions hereof shall extend to and be binding upon the successors, heirs, assigns, executors, and administrators of the parties hereto." (Id. ¶ 23.)

On July 8, 1981, the Tribes issued a modification of the 1979 Permit to Sandy Stevens adding an adjacent 31' x 168' parcel to the previously permitted land, thereby creating a new, larger Rymer Lot 18. (Id. ¶ 24.) The Superintendent approved the modification on July 17, 1981. (Id.)

Beginning in 1973, the annual rent for Rymer Lot 18 was $176.50. (Id. ¶ 25.) For 1977, the annual rent was increased to $236.40. (Id.) The annual rent for 1980 was increased to $241.74. (Id.) In 1981, the Permit modification increased the river frontage of the Subject Property by 31 feet and the annual rent was increased to $388.68, starting with a prorated increase (over the prior rate of $241.74) for July to December 1981 of $84.00. (Id.) In 1983, the annual rent was increased to $1037.30, and was increased again in 1986 to $1728.56. (Id.) In 1992 the annual rent was increased to $3690.00, where it remained through 1995 when the Permit was terminated. (Id.)

On October 17, 1995, the Superintendent sent a letter to Sandy Stevens terminating her Permit in accordance with Article 18 of the Permit for failure to pay rent for 1993, 1994, and 1995 and for constructing a swimming pool without written consent. (Id. ¶ 26.) The Superintendent demanded payment of $11,070 in back rent, that construction of the swimming pool cease immediately, and that the property be returned to its original state. (Id.) The Superintendent provided Sandy Stevens with thirty days from the receipt of the letter to vacate the Subject Property. (Id.) Sandy Stevens failed to pay the back rent and continued to occupy the Property. (Id. ¶ 27.)

On February 20, 1996, CRIT Chairman Daniel Eddy, Jr. wrote a letter to the BIA Superintendent Anspach explaining that in late 1995 Sandy Stevens had commenced construction of a swimming pool on the Subject Property without permission and in breach of the terms of her permit. (Id. ¶ 28.) On September 1, 2010, CRIT sent a letter and posted a Trespass Notice on Rymer Lot 18 informing the occupant that the Permit had been terminated on August 9, 1996, the occupant had not entered into a valid lease after termination, was trespassing on CRIT land, and needed to contact the CRIT Attorney General by September 30, 2010, to make arrangements to pay all back rent plus interest and other damages and to sign a new permit with CRIT in order to stay on the Subject Property lawfully. (Id. ¶ 29.) Sandy Stevens did not comply. (Id. ¶ 30.)

On October 4, 2010, Sandy Stevens sent a letter to CRIT Office of the Attorney General, in which she confirmed herself as the occupant of the Subject Property and stated that she had occupied the property for the preceding 30 years, raised her two children, Christina and Brenda Stevens (Defendants) there, and represented that it was her only home. (Id. ¶ 31.) She also expressed her desire to continue to occupy the Subject Property. (Id.) Also on October 4, 2010, the CRIT Office of the Attorney General sent an email to Sandy Stevens setting forth the conditions for entering into a new lease with the Tribes at her request. (Id. ¶ 32.) The conditions of the lease required (1) annual rent payments of $4,455.00; (2) payment of $63,685.34 in back rent due with an annual interest rate of 4%; and (3) the ability to pay down back rent through a monthly payment schedule over a ten-year period. (Id.) Sandy Stevens did not take action to acquire a new lease and continued to occupy the Subject Property. (Id. ¶ 33.)

On March 9, 2011, CRIT sent a letter to Sandy Stevens with "a Lease and Promissory Note draft you requested," with an offer to waive default interest on back rent if a new lease was entered into. (Id. ¶ 34.) The letter provided a deadline of March 31, 2011 to respond. (Id.) On October 26, 2011, CRIT sent an email to Sandy Stevens summarizing the options offered to her and other West Bank Homeowners Association ("West Bank") residents who had stayed beyond their Permit terminations. (Id. ¶ 35.) The Tribes made a final offer to re-lease the property under the conditions in the Lease and Promissory Note provided to Sandy Stevens on March 9, 2011. (Id.) In the alternative, the Tribes offered the opportunity to "Walk Away" and cancel all the amounts owed to CRIT by vacating the property and signing over improvements to CRIT. (Id.) Sandy Stevens did not enter into a new lease or exercise the offer to walk away; she continued to occupy the Subject Property. (Id. ¶ 36.) On May 1, 2013, the CRIT Acting

Attorney General sent a letter to Sandy Stevens that was also posted on the Subject Property, stating that the "Tribes will continue to pursue all available legal remedies against those who occupy the Tribe's land without paying rent and without the Tribes' permission." (Id. ¶ 37.)

Since the date of the written termination of Sandy Stevens' Permit, October 17, 1995, Sandy Stevens continued to use and occupy the Subject Property until June 16, 2014, but did not compensate CRIT for her use thereof since her partial 1992 rent payment of $1,845. (Id. ¶ 38.) Sandy Stevens died on June 16, 2014, after which Christina Stevens represented to the CRIT Law Clerk that Defendants had purportedly "inherited the home" on the Subject Property from their mother and wanted to discuss "renewing the lease." (Id. ¶ 39.) Since sometime after June 16, 2014, but no later than June 29, 2016, Defendants have continually used and occupied the Subject Property without authorization or permission, without a lease with CRIT, and without compensating CRIT for their use. (Id. ¶ 40.)

The West Bank Homeowners' Association, on behalf of 29 individual tenants (including Defendants), appealed the BIA's May 31, 2016 decisions declaring each individual in trespass of their respective permitted lands to the Interior Board of Indian Appeals ("IBIA"). (Id. ¶ 41.) The IBIA received notice of the appeal on September 12, 2016, nearly two months after the filing deadline of June 30, 2016. (Id.) On March 24, 2017, the IBIA dismissed West Bank's appeal as untimely. (Id.)

Tribal officials have periodically observed and inspected the Property and noted each time that Defendants continue to occupy the premises. (Id. ¶ 42.) In February 2019, Doug Bonamici, Law Clerk in CRIT's Office of the Attorney General, drove past the Subject Property and noticed that an automobile was present in the driveway, Christmas lights were strung along the edge of the roofline, and a container for residential trash collection and an above-ground gas tank were present on the Subject Property. (Id. ¶ 43.) On April 3, 2023, Mr. Bonamici observed an automobile in the driveway. (Id.) On April 21, 2023, Mr. Bonamici again observed an automobile in the driveway as well as people entering and exiting the property. (Id.)

On April 20, 2023, Mr. Bonamici spoke with Christina Stevens via the phone number provided to CRIT in her June 29, 2016 correspondence. (Id. ¶ 44.) She confirmed that Defendants were still occupying the property. (Id.)

III. LEGAL STANDARD

Plaintiff moves for judgment on the pleadings pursuant to Federal Rule of Civil Procedure 12(c) ("Rule 12(c)"). Fed. R. Civ. P. 12(c) ("After the pleadings are closed—but early enough not to delay trial—a party may move for judgment on the pleadings."). Like a Rule 12(b)(6) motion, a Rule 12(c) motion challenges the legal sufficiency of the opposing party's pleadings. For purposes of a Rule 12(c) motion, the allegations of the non-moving party must be accepted as true. Hal Roach Studios, Inc. v. Richard Feiner & Co., Inc., 896 F.2d 1542, 1550 (9th Cir. 1989) (citing Doleman v. Meiji Mut. Life Ins. Co., 727 F.2d 1480, 1482 (9th Cir. 1984)). Further, all allegations of the non-moving party must be construed in favor of that party. Gen. Conf. Corp. of

Seventh-Day Adventists v. Seventh-Day Adventist Congregational Church, 887 F.2d 228, 230 (9th Cir. 1989). Judgment on the pleadings is proper when the moving party establishes that no material issue of fact remains to be resolved and it is entitled to judgment as a matter of law. Hal Roach, 896 F.2d at 1550.

"While Rule 12(c) . . . does not expressly provide for partial judgment on the pleadings, neither does it bar such a procedure; it is common to apply Rule 12(c) to individual causes of action." Mays v. Wal-Mart Stores, Inc., 354 F. Supp. 3d 1136, 1141 (C.D. Cal. 2019) (citations omitted).

IV. DISCUSSION

A. Judgment on the Pleadings

Plaintiff moves for judgment on its trespass claim, ejectment claim, and three of its requests for relief: (1) a declaration that Defendants' occupation of the Property constitutes a continuing trespass ("Request A"); (2) an order ejecting Defendants from the Property ("Request B"); and (3) an order requiring Defendants to remove all equipment, personal property, buildings, and other materials from the Property ("Request C"). (See MJP at 1; Complaint at 18-19.) Plaintiff argues that there are no material issues of fact as to the claims of trespass and ejectment because Defendants' actions meet the common law definition of trespass and the defenses raised in the Answer are meritless. (See MJP.) The Court addresses each of these arguments in turn.

1. Trespass and Ejectment

"Federal common law governs an action for trespass on Indian lands." U.S. v. Milner, 583 F.3d 1174, 1182 (9th Cir. 2009) (citations omitted). "[A] person is liable for trespass if he intentionally . . . causes a thing to enter land in the possession of another, . . . or fails to remove from the land a thing which he is under a duty to remove." Id. at 1183 (internal quotations and citations omitted). Stated differently, "[t]respass is the intentional use of the property of another without authorization and without privilege." U.S. v. Imperial Irr. Dist., 799 F. Supp. 1052, 1059 (S.D. Cal. 1992). "The intent required is simply intent to be on the land." Id.

Ejectment is a separate common law cause of action used to remedy trespass on Indian lands. See U.S. v. Pend Oreille Public Utility Dist. No. 1., 28 F.3d 1544, 1549 n.8 (9th Cir. 1994) ("The Supreme Court has recognized a variety of federal common law causes of action to protect Indian lands from trespass, including actions for ejectment."); Marsh v. Brooks, 49 U.S. 223, 232 (1850) ("That an action of ejectment could be maintained on an Indian right to occupancy and use, is not open to question.").

Here, Plaintiff pleads that Defendants are intentionally occupying Lot 18, alleging that Defendants have been seen living on the premises over the past few years. (See Complaint ¶¶ 43-45.) Additionally, Plaintiff alleges that Defendant Christina Stevens confirmed via phone

that she and her sister were still occupying the property. (Id. ¶ 44.) Plaintiff also alleges that the Property is within CRIT's Reservation and that CRIT has ordered Defendants to vacate the Property on multiple occasions. (See id.) These allegations are sufficient to establish trespass, which only requires "intentional" use of another's property without authorization. See Imperial Irr. Dist., 799 F. Supp. at 1059. In their answer, Defendants admit that neither they, their mother Sandy Stevens, nor their grandparents Mack and Donna Sifford have now or had in the past any independent ownership interest in the Subject Property other than through the Permit. (Answer ¶ 58.) Defendants also admit to using and occupying the Subject Property since at least June 29, 2016, without a valid lease or permit, and without compensating CRIT. (Id. ¶¶ 3, 8, 27, 38, 40, 57, 60-62.) Defendants assert in their Answer that they are legally "'holding over' as defined in the Permit" and, alternatively, that the Subject Property is not part of the Reservation, so CRIT had no leasing authority and the Permit's termination had no legal effect. (Id. ¶¶ 56-61.) That argument further demonstrates that they are intentionally occupying the Property.

The only substantive allegation Defendants deny is that the Property is "within the undisputed exterior boundaries of the Reservation." (See, e.g., id. ¶¶ 14, 15.) However, Defendants' arguments related to the Reservation's boundary and/or the BIA or CRIT's authority to lease the Property are barred by the doctrine of estoppel. "[A] tenant in peaceful possession is estopped to question the title of his landlord," a rule which is "designed to prevent a tenant from defending a suit for rent by challenging his landlord's right to put him into possession." Richardson v. Van Dolah, 429 F.2d 912, 917 (9th Cir. 1970). When a lease identifies the lessor as the owner of the property in "plain, direct, and unequivocal" language which is "incapable of misunderstanding," a plaintiff as the lessee is estopped from contending to the contrary. French v. Starr, 2015 WL 12592104, at *6 (D. Ariz. Feb. 12, 2015). In French v. Starr, the Ninth Circuit affirmed a district court order granting summary judgment in favor of CRIT. 691 Fed. Appx. 885, 886 (9th Cir. 2017). The plaintiff in French argued that CRIT "lacked jurisdiction to adjudicate eviction proceedings related to his leasehold . . . because French's lot is not part of the [Reservation]." Id. But because French paid rent pursuant to his lease permit, "first to the Bureau of Indian Affairs for the benefit of CRIT and then directly to CRIT," he was "estopped from contesting CRIT's title." Id.

In their Answer, Defendants admit that the Permits attached to the Complaint (Dkt. Nos. 1-1, 1-3, 1-4) are, in fact, copies of the BIA permits signed by their maternal grandparents and their mother to lease Lot 18. (Answer ¶¶ 16-18, 24.) The 1979 Permit, in "plain, direct, and unequivocal" language, states that CRIT is the "Permitter" and Defendants are the "Permittee[s]." (See "1979 Permit," Dkt. No. 1-3, at 1.) It also states that "the Permitter hereby lets and permits unto the Permittee" Lot 18, which is "within the Colorado River Indian Reservation." (Id.) As such, the Permit makes clear that CRIT is the owner of the property. Moreover, Defendants' predecessors on the land made rental payments to the BIA for the benefit of CRIT from 1973 to 1993. (See "Payment Record," Dkt. No. 1-5; Answer ¶ 25.) Defendants do not dispute that Sandy Stevens agreed to the Permit's terms and paid rent according to its terms until 1993. (Answer ¶¶ 18, 23, 26.) On June 29, 2016, Defendants wrote a letter to CRIT's Law Clerk stating that they "inherited the home" from their mother, wanted to discuss "a lease renewal" for the Subject Property, and that the Subject Property had been with their

family "for over 40 years" and "was previously owned by [their] Mother, Sandy Stevens." ("Stevens Letter to CRIT," Dkt. No. 1-14; Answer ¶ 39.) The principle of estoppel described above extends to a tenant's heirs who may later occupy the property. See Jones v. Reilly, 66 N.E. 649, 651 (N.Y. 1903) (estoppel applied to an heir to whom a lessee purportedly conveyed the property); Salter v. Salter, 55 S.E.2d 868, 871 (Ga. Ct. App. 1949) (same); Cheney v. Haley, 142 So. 312, 313 (La. Ct. App. 1932) (same). The application of estoppel to heirs makes good sense because it prevents heirs from knowingly taking over the lessee's trespass and challenging a landlord's title merely because they did not sign the initial lease themselves. Defendants here purport to have "inherited" the land, acknowledge that their predecessors were bound by a lease (the Permits), and even sought to renegotiate a lease on their own accord. The Court finds that Defendants are therefore estopped from contesting CRIT's title.

Because Defendants are estopped from challenging CRIT's title, there is no material issue of fact remaining as to the trespass and ejectment claims.

2. Possible Defenses

"A motion seeking judgment on the complaint may only be granted if all of the defenses raised in the answer are legally insufficient." Quest Communications Corp. v. City of Berkeley, 208 F.R.D. 288, 291 (N.D. Cal. 2002); see also General Conference Corp. of Seventh-Day Adventists v. Seventh-Day Adventist Congregational Church, 887 F.2d 228, 230 (9th Cir. 1989) ("[I]f the defendant raises an affirmative defense in his answer it will usually bar judgment on the pleadings."). In their Answer, Defendants raise fifteen affirmative defenses. (Answer at ¶¶ 68-82.) Plaintiff argues that none of the affirmative defenses are valid, and the Court agrees. (See MJP at 15.)

To begin, Defendants' third affirmative defense is for failure to mitigate. (MJP Opp. at 16-17.) Plaintiff does not seek damages in this instant motion, but only requests a declaration and orders ejecting Defendants from the Property. (See MJP.) As such, the Court finds that the third defense is inapplicable. Murphy v. Trader Joe's, 2017 WL 235193, at *2 (N.D. Cal. Jan. 19, 2017) ("[T]he failure to mitigate doctrine operates to reduce damages rather than as a barrier to liability.").

Defendants' first, second, and eighth defenses for failure to state a claim, failure to join an indispensable party, and proximate cause, respectively, are not affirmative defenses. (See Answer ¶¶ 68, 69, 75.) "[A] defense that points out a defect in the plaintiff's prima facie case is not an affirmative defense." Mathew Enterprise, Inc. v. Chrysler Group LLC, 250 F. Supp. 3d 409, 416 (N.D. Cal. 2017) (citing Zivkovic v. S. Cal. Edison Co., 302 F.3d 1080, 1088 (9th Cir. 2002)); see also Quintana v. Baca, 233 F.R.D. 562, 564 (C.D. Cal. 2005) (striking a defendant's "affirmative" defense for failure to state a claim); Ross v. Morgan Stanley Smith Barney, LLC, 2013 WL 1344831, at *3 (C.D. Cal. Apr. 2, 2013) (holding that a defense stating that the defendants were not the proximate cause of any injury "is not really a defense, but rather an attack on Plaintiff's prima facie case").

Similarly, Defendants' fifteenth defense, which is named "additional affirmative defenses," (Answer ¶ 82), is improper. See Vogel v. Huntington Oaks Delaware Partners, LLC, 291 F.R.D. 438, 442 (C.D. Cal. 2013) ("Huntington's twenty-sixth affirmative defense simply reserves the right to assert unspecified defenses later. This is not a defense at all, affirmative or otherwise.").

Defendants' true affirmative defenses fare no better. The fourth, eleventh, twelfth, and thirteenth defenses assert unclean hands, laches, estoppel, and waiver, respectively. (See Answer ¶¶ 71, 78-80.) However, these are all equitable defenses which cannot be raised against the United States acting in its sovereign capacity. See U.S. v. State of Cal., 332 U.S. 19, 39-40 (1947) (holding that the government cannot be "barred from enforcing its rights by reason of principles similar to laches, estoppel or adverse possession" because the government "is not to be deprived of those interests by the ordinary court rules designed particularly for private disputes"); Agua Caliente Band of Cahuilla Indians v. Coachella Valley Water Dist., 2016 WL 2621301, at *7 (C.D. Cal. Feb. 23, 2016) ("[T]he Court finds that Defendants are precluded as a matter of law from asserting the affirmative defense of unclean hands against the United States because the Government, acting in its sovereign capacity, holds the lands of the Reservation in trust for the Tribe."); United States v. Walker River Irrigation District, 473 F. Supp. 3d 1150, 1156 (D. Nev. 2020) ("Defendants cannot assert equitable estoppel or waiver in this case."). As such, the Court finds that the fourth, eleventh, twelfth, and thirteenth defenses are legally insufficient.

Defendants' fifth, sixth, ninth, and fourteenth affirmative defenses are mistake, breach of alleged obligations by Plaintiff, excuse, and prohibition against enforcement of void or voidable permits, respectively. (See Answer ¶¶ 72-73, 76, 81.) These are all defenses to contract claims. Plaintiff's claims of trespass and ejectment, however, arise in tort. See Milner, 583 F.3d at 1182 (finding that an action for trespass on Indian lands "generally comports with the Restatement of Torts"). As such, the Court finds that the fifth, sixth, ninth, and fourteenth affirmative defenses are inapplicable to Plaintiff's tort claims and are legally insufficient.

Defendants' seventh affirmative defense asserts "good faith." (Answer ¶ 74.) Without an opposition, the Court cannot know for certain the nature of Defendants' purported good faith belief. But viewing the Answer as a whole, it appears Defendants contend that they had a good faith belief that the BIA or CRIT were not authorized to lease the land. (See Answer ¶¶ 14, 15.) However, Defendants' purported good faith belief that they were entitled to be on the Property is irrelevant to the claim of trespass, as "the intent required is simply intent to be on the land." U.S. v. Imperial Irr. Dist., 799 F. Supp. at 1059. Defendants admit that they intended to occupy the Property. Their good faith defense that the BIA or CRIT lacked the authority to lease the Property is not only irrelevant to the claim of trespass but, as discussed above, barred by the doctrine of estoppel. Richardson, 429 F.2d at 917. Accordingly, the Court finds that the seventh defense is legally insufficient.

Defendants' tenth defense asserts that Plaintiff's claims are barred by the statute of limitations set forth in 28 U.S.C. § 2415(a) ("Section 2415(a)"). (Answer ¶ 77.) However,

Section 2415(a) relates only to actions "for money damages brought by the United States . . . founded upon any contract." 28 U.S.C. § 2415(a). The same statute later states: "Nothing herein shall be deemed to limit the time for bringing an action to establish the title to, or right of possession of, real or personal property." 28 U.S.C. § 2415(c). Accordingly, the Court finds that Defendants' statute of limitations defense is inapplicable to Plaintiff's claims and legally insufficient.

The Court finds that there is no material issue of fact as to the trespass and ejectment claims, and that none of the defenses raised in the Answer are legally sufficient. As such, the Court **GRANTS** judgment in favor of Plaintiff as to the trespass and ejectment claims.[1]

3. Relief

Plaintiff also requests judgment on the pleadings as to its first, fourth, and fifth claims for relief: (1) a declaration pursuant to 28 U.S.C. §§ 2201, 2202 that Defendants' "willful, unauthorized, and continuing" occupation and use of the Property, without the authorization of the Tribes and United States, constitutes a continuing trespass; (2) an order to eject Defendants from the Property; and (3) an order for Defendants to remove from the Property "any and all equipment, personal property, buildings, and other materials placed thereon by them, and abate any damage caused to the [Property] necessary to restore the property to its natural condition, or, in the alternative, authorize the United States to undertake these tasks, with all costs and expenses incurred by the United States to be paid by Defendants." (See Complaint at 18-19; MJP.)

The Declaratory Judgment Act, 28 U.S.C. §§ 2201, 2202, provides: "In a case of actual controversy within its jurisdiction . . . any court of the United States, upon the filing of an appropriate pleading, may declare the rights and other legal relations of any interested party seeking such a declaration, whether or not further relief is available and sought. Any such declaration shall have the force and effect of a final judgment or decree and shall be reviewable as such." 28 U.S.C. §§ 2201(a). "Declaratory relief is available at the discretion of the district court." Chesebrough-Pond's, Inc. v. Faberge, Inc., 666 F.2d 393, 396 (9th Cir. 1982).

Because the Court has granted judgment in favor of Plaintiff on the claims of trespass and ejectment, the Court finds that declaratory relief is appropriate. Accordingly, the Court **ORDERS** and **DECLARES** the following:

1. Defendants Christina Stevens and Brenda Stevens are committing a continuing trespass on the Property located at Lot 18 of the Rymer Subdivision, situated in a portion of the

[1] The Court notes that any amendment would be futile as the key facts establishing the claims for trespass and ejectment are undisputed. Moreover, Defendants' arguments regarding the BIA and CRIT's authority to lease the Property are barred by estoppel for the reasons set out above. Defendants are thus unable to cure the flaws in their pleadings.

San Bernardino Base and Meridian, Township 4 South, Range 23 East, Sections 23 and 24, a short distance north of Blythe, Riverside County, California (the "Property");

2. Defendants are ejected from the Property;

3. After entry of this Order, the United States Marshals Service shall post a Notice of Eviction ("Notice") on the Property. Defendants are ordered and directed to leave the Property in compliance with the terms of the Notice;

4. If possession of the Property is not surrendered to the United States or its authorized representative in compliance with the terms of the Notice, the United States Marshal, or those acting at his or her direction, shall enter the Property and evict all those in possession, assist in the removal of all personal property that may be found to be present, and turn over possession of the Property to the United States or its authorized representative;

5. The United States, and/or its authorized agent(s), will act as substitute custodian of any and all items (e.g., equipment, personal property, buildings, and other materials) abandoned by Defendants upon leaving the Property, and the United States may seek costs and expenses it incurs, if any, from removing such items from the Property, and from abating any damage caused to restore the Property to is natural condition, to be paid by Defendants;

6. The United States Marshal accomplishing such eviction shall use whatever reasonable force is necessary to break open and enter the Property, regardless of whether the premises or location is locked or unlocked, and/or occupied or unoccupied;

7. The United States Marshals Service is further authorized and directed to forcibly remove, evict, or arrest any person including a Person In Possession who, in any way, attempts to obstruct interfere, or attempt to interfere with the enforcement of the Order;

8. Should Defendants fail to vacate the Property pursuant to the terms of the Notice, or purport to authorize, permit, or in any way allow any other person to enter onto the Property, they shall be subject to being found in contempt of this Order, which may subject them to a fine, incarceration, or both; and

9. The Court reserves jurisdiction to make further orders as is necessary to carry out this Order.

V. CONCLUSION

For the foregoing reasons, the Court **ORDERS** the following:

1. Plaintiff's Motion for Partial Judgment on the Pleadings is **GRANTED**. The Court **ORDERS** and **DECLARES** the following:

    a. Judgment is **ENTERED** in favor of Plaintiff on Plaintiff's trespass and ejectment claims.

    b. Defendants Christina Stevens and Brenda Stevens are committing a continuing trespass on the Property located at Lot 18 of the Rymer Subdivision, situated in a portion of the San Bernardino Base and Meridian, Township 4 South, Range 23 East, Sections 23 and 24, a short distance north of Blythe, Riverside County, California (the "Property");

    c. Defendants are ejected from the Property;

    d. After entry of this Order, the United States Marshals Service shall post a Notice of Eviction ("Notice") on the Property. Defendants are ordered and directed to leave the Property in compliance with the terms of the Notice;

    e. If possession of the Property is not surrendered to the United States or its authorized representative in compliance with the terms of the Notice, the United States Marshal, or those acting at his or her direction, shall enter the Property and evict all those in possession, assist in the removal of all personal property that may be found to be present, and turn over possession of the Property to the United States or its authorized representative;

    f. The United States, and/or its authorized agent(s), will act as substitute custodian of any and all items (e.g., equipment, personal property, buildings, and other materials) abandoned by Defendants upon leaving the Property, and the United States may seek costs and expenses it incurs, if any, from removing such items from the Property, and from abating any damage caused to restore the Property to is natural condition, to be paid by Defendants;

    g. The United States Marshal accomplishing such eviction shall use whatever reasonable force is necessary to break open and enter the Property, regardless of whether the premises or location is locked or unlocked, and/or occupied or unoccupied;

    h. The United States Marshals Service is further authorized and directed to forcibly remove, evict, or arrest any person including a Person In Possession who, in any way, attempts to obstruct interfere, or attempt to interfere with the enforcement of the Order;

    i. Should Defendants fail to vacate the Property pursuant to the terms of the Notice, or purport to authorize, permit, or in any way allow any other person to enter onto

the Property, they shall be subject to being found in contempt of this Order, which may subject them to a fine, incarceration, or both; and,

j. The Court reserves jurisdiction to make further orders as is necessary to carry out this Order.

2. The May 13, 2024 hearing is **VACATED**.

IT IS SO ORDERED.