

No. 23-862

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IN THE  
**Supreme Court of the United States**

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WEST FLAGLER ASSOCIATES, LTD., *et al.*,  
*Petitioners,*

v.

DEBRA HAALAND, *et al.*,  
*Respondents.*

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**On Petition for Writ of Certiorari to the  
United States Court of Appeals  
for the District of Columbia Circuit**

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**SUPPLEMENTAL BRIEF**

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Hamish P.M. Hume  
*Counsel of Record*  
Samuel C. Kaplan  
Amy Neuhardt  
BOIES SCHILLER FLEXNER  
1401 New York Ave., NW  
WASHINGTON, DC 20005  
(202) 237-2727  
hhume@bsflp.com  
  
*Counsel for Petitioners*  
*West Flagler Associates Ltd.*

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## SUPPLEMENTAL NOTICE

The Petition in this case noted the pendency of a petition for a writ of quo warranto in the Florida Supreme Court against various Florida officials seeking a “writ declaring that the execution of the Compact and approving legislation were unlawful under the Florida Constitution’s prohibition on casino gambling absent a citizen’s initiative (*i.e.*, a referendum).” Pet. at 18. The Petition recognized that “because there is a scenario in which a Florida Supreme Court decision could moot this Petition, if this Court believed appropriate, Petitioners would acquiesce to an extension for time for any opposition to this Petition until 30 days after a decision by the Florida Supreme Court” on the quo warranto petition. Pet. at 4.

On March 21, 2024, the Florida Supreme Court denied the petition for a writ of quo warranto. *W. Flagler Assocs., Ltd., v. DeSantis*, No. SC2023-1333, slip op. at 10 (Fla. Mar. 21, 2024). The Florida Supreme Court concluded that, under Florida law, a writ of quo warranto cannot be used to “test the substantive constitutionality of a statute” and that such review is committed “in the first instance, to the trial courts.” *Id.* at 10. The Florida Supreme Court confined its ruling to the “limits of quo warranto” and did not address the questions presented in the Petition. *Id.* However, in its factual recitation, the Florida Supreme Court gave the following description of the IGRA compact between the Seminole Tribe and the State of Florida:

“Among other forms of gaming, ***the compact authorizes*** mobile sports betting by which participants may place sports wagers with the

Seminole Tribe through a mobile device. Participants may be physically located anywhere in Florida when they place a wager, not only on tribal lands. Then, regardless of where the bets are placed, the wagers are ‘deemed’ to occur on tribal lands.”

*Id.* at 2 (emphasis added).

This factual description conflicts with the D.C. Circuit’s holding that the Compact should be “interpreted” as *not* authorizing any off-reservation gambling. Pet. at 23; App. 13. That conflict reflects the untenable nature of the D.C. Circuit’s interpretation, which was merely a mechanism for avoiding having to invalidate the IGRA approval, since all parties agree that IGRA does not authorize approval of a compact that authorizes gambling off Indian lands. Pet. at 15; App. 11.

Because the Florida Supreme Court denied the writ of quo warranto and because there are currently no pending proceedings in Florida state courts regarding the legality of the Compact, there is no risk that the Petition will be mooted by proceedings in Florida state courts. Thus, this case continues to be a proper vehicle to evaluate the federal questions presented.

**CONCLUSION**

The Court should grant the Petition.

Respectfully submitted,

Hamish P.M. Hume

*Counsel of Record*

Samuel C. Kaplan

Amy Neuhardt

BOIES SCHILLER FLEXNER

1401 New York Ave., NW

Washington, DC 20005

(202) 237-2727

hhume@bsfllp.com

*Counsel for Petitioners*

*West Flagler Associates Ltd.*