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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MONTANA  
BILLINGS DIVISION

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Northern Arapaho Tribe,  
for itself and as *parens patriae*

Plaintiff,

v.

Civil Action No. \_\_\_\_\_

Darryl LaCounte, Louise Reyes, Norma  
Gourneau, Ray Nation, Michael Black and  
other unknown individuals, in their  
individual and official capacities,

and

Darwin St. Clair and Clint Wagon,  
Chairman and Co-Chairman of the  
Shoshone Business Council, in their  
individual and official capacities,

Defendants.

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**COMPLAINT**

Plaintiff Northern Arapaho Tribe submits its Complaint as follows:

### PRELIMINARY STATEMENT

1. Defendants abuse and exceed their lawful authority by violating the sovereign right of the Northern Arapaho Tribe (“NAT”) to self-govern; by converting funds of the NAT and federal funds and programs established by Congress for the benefit of the NAT and its members; and by depriving the NAT of control over its own property. Defendants St. Clair and Wagon fraudulently assert that they exercise the authority of the NAT without its consent, and indeed over NAT’s objections. This suit is brought to defend the federally protected sovereign rights, privileges and immunities of the NAT against unlawful actions by Defendants; to prevent on-going fraudulent representations that officials of the Eastern Shoshone Tribe (“EST”), a separate federally recognized Tribe, speak or act on behalf of the NAT; and to declare that actions taken only by the EST are not binding on the NAT without its consent.

2. The basic legal principle presented by this case is simple: one government may not act unilaterally on behalf of another without its consent. The circumstances involved in the unlawful usurpation of sovereign and property rights of the NAT are set forth more fully in the paragraphs which follow.

### JURISDICTION AND VENUE

3. This Court has jurisdiction over Defendants and this action pursuant

to 28 U.S.C. §§2201, 1331, 1343 and 1362. The authority of tribal or federal officials to interfere with the self-government of a federally recognized Tribe, or to manage or control federal funds provided by Congress for that Tribe, over its objections, are questions of federal law. Defendants are engaging in on-going violations of federal law. Venue is proper because the senior Federal Defendants are located, and the cause of action arose, within the District of Montana, Billings Division.

### PARTIES

4. The Plaintiff is a federally recognized Indian Tribe located on the Wind River Reservation, Wyoming. It brings this action on its own behalf and as *parens patriae* on behalf of its members.

5. Defendant Darryl LaCounte is the Director of the Rocky Mountain Region of the Bureau of Indian Affairs (“BIA”) (located in Billings, Montana), United States Department of the Interior; Defendant Louise Reyes is the Indian Services Officer of the same Regional Office; Norma Gourneau is the Superintendent of the Wind River Agency of the BIA; Ray Nation is the Assistant Superintendent; and Michael Black is the Director of the BIA. These Defendants (“Federal Defendants”) are sued in their individual and official capacities. Federal Defendants act under color of federal law, but beyond their lawful authority.

6. Darwin St. Clair and Clint Wagon are Chairman and Co-Chairman, respectively, of the Shoshone Business Council (“SBC”) and are sued in their individual and official capacities (“SBC Defendants”). SBC Defendants act under color of federal law, but beyond their lawful authority.

### BACKGROUND

7. NAT is a federally recognized Tribe.
8. EST is a federally recognized Tribe.
9. NAT has two treaties with the United States.
10. EST has two treaties with the United States.
11. Each Tribe is listed separately among the federally recognized tribes.
12. Each Tribe has its own, separate membership; members of one Tribe cannot vote for or elect officials for the other Tribe.
13. Currently there are approximately 10,100 enrolled members of the NAT and approximately 4,100 enrolled members of the EST. NAT members represent about 71% of the total enrolled population of the Tribes, and EST members represent about 29% of the total.
14. Each Tribe governs itself separately by vote of the tribal membership or by vote of its elected business council.
15. The Northern Arapaho Business Council (“NABC”) is the primary

governing body elected by members of the NAT.

16. The SBC is the primary governing body elected by members of the EST.

17. The NAT and EST (“Tribes”) each has an undivided interest in most of the federal trust lands, and their underlying minerals and other appurtenances, on the Wind River Indian Reservation, Wyoming.

18. In matters of common interest, the Tribes may, but are not required to, act cooperatively.

*Inter-governmental cooperation between the Tribes.*

19. One format for cooperative action by the Tribes has been through communication and coordinated resolutions by each business council. Another format has been through shared programs managed by both Tribes. Yet another format, no longer in use, was through a former joint powers organization known as the joint business council (“JBC”).

20. Neither Tribe has organized pursuant to a constitution or other organic document approved by either of the authorized governing bodies of the Tribes.

21. The Tribes had no formal, written rules of process or procedure for actions to be taken in the JBC format.

22. Actions taken by the Tribes cooperatively in the JBC format were

taken voluntarily by each Tribe. By participating in the JBC format, neither Tribe surrendered its sovereignty.

23. The JBC consisted of each Tribe's business council meeting together and, when possible, acting together cooperatively. Affirmative votes from a majority of each of the two constituent powers was required for action to be taken. No single Tribe was authorized to act on behalf of the other without its consent.

24. In 2014, the NAT determined it was no longer in the best interests of the NAT to continue its cooperation with the EST through that particular joint powers board for a host of reasons, including abuse of the process by the BIA, particularly with respect to real property matters; misunderstanding by the public and SBC about the nature of the JBC; and efforts by the SBC to usurp the authority of the NAT. *See* 6 N.A.C. 103(G) (Northern Arapaho Code, Title 6, Section 103(G), copy of Section attached as Exhibit 1.

25. The JBC was dissolved in September of 2014, when the NAT withdrew its participation in the JBC format. NAT notified SBC and the Federal Defendants of its decision that same month.

26. NABC cooperates, and remains willing to cooperate, with the SBC with regard to any number of matters of common interest, including on-going management of the Tribes' shared programs (some of which are funded by the

BIA).

27. To no avail, NABC has attempted to negotiate a memorandum of understanding (or similar agreement) with the SBC regarding the Tribes' management of shared programs. NABC remains willing to participate in meaningful mediation with the Federal Defendants and the SBC as parties on matters of mutual interest.

28. Despite the fact that the NAT no longer participates in the "joint" council as such, Defendants now assert that the JBC continues to exist as a "joint" council with only *one* participant: the SBC Defendants. Under the guise of the former joint powers organization and pursuant to federal contracts, SBC Defendants unlawfully usurp the federally protected sovereign and property rights of the NAT. Federal Defendants authorize, condone, and actively assist in such unlawful conduct.

*Direct federal services provided to Tribes and federal "638" contracts.*

29. The BIA is responsible for providing a range of services to Indian Tribes, including judicial services, law enforcement, fish and game, and other kinds of governmental services.

30. Congress found that "the prolonged Federal domination of Indian service programs" has worked to prevent the "realization of self-government," and

that “the Indian people will never surrender their desire to control their relationships both among themselves and with non-Indian governments, organizations, and persons.” 25 U.S.C. §450(a)(1) and (2) (Indian Self-Determination and Education Assistance Act of 1975 or “ISDEAA”).

31. The ISDEAA requires the Secretary of the Interior to enter into contracts with each federally recognized Tribe (or qualifying tribal organization) that seeks to provide Indian service programs formerly provided by the federal agency. These contracts are commonly referred to as “638” or “self-determination” contracts (the Public Law citation for the ISDEAA is P.L. 93-638).

32. Tribal officials or employees who provide services pursuant to “638” contracts are providing federal services to the Tribe or its members and are treated as federal employees or agents, imbued with a measure of federal authority. *See* 25 U.S.C. §450f notes.

33. Federal agencies have entered into a number of “638” contracts with each Tribe individually and separately, including, for example, a separate NAT contract with the BIA to provide social services to members of the NAT, and a separate NAT contract with Indian Health Service to provide medical services to members of an Arapaho community. Funding for such contracts is based on the population or community served.



34. The BIA has also entered into “638” contracts for services or programs shared by the Tribes. In the past, these have included contracts for judicial services, fish and game regulation, water resources, and transportation, among others.

35. Self-determination contract proposals may be declined by the Secretary only for specific reasons, and “the Secretary shall have the burden of proof to establish by clearly demonstrating the validity of the grounds for declining the contract proposal.” 25 U.S.C. §450f (c)(3)(B)(e)(1).

36. In the absence of a “638” contract, the BIA or other federal agency must provide services to a tribe or its members directly.

*Tribes and “tribal organizations.”*

37. Self-determination contracts may be awarded only to one or more federally recognized Tribes or a “tribal organization.” 25 U.S.C. §450f(a)(1).

38. Federally recognized Tribes are listed in the Federal Register (*see* <https://www.gpo.gov/fdsys/pkg/FR-2016-01-29/pdf/2016-01769.pdf>.) The NAT and EST are each listed separately. The JBC is not, and never was, a federally recognized Tribe.

39. “Tribal organization” is defined by federal law as (a) “the recognized governing body of any Indian tribe,” or (b) “any legally established organization of

Indians which is [i] controlled, sanctioned, or chartered by such governing body or which is [ii] democratically elected by the adult members of the Indian community to be served by such organization and which includes the maximum participation of Indians in all phases of its activities,” (c) “[p]rovided, that in any case where a contract is let or grant made to an organization to perform services benefitting more than one Indian tribe, the approval of each such Indian tribe shall be a prerequisite to the letting or making of such contract or grant,” 25 U.S.C. §450b(1) (emphasis in original).

#### GENERAL ALLEGATIONS

40. Defendants have acted individually and in conspiracy to deprive the NAT of its federally protected sovereign right of self-determination and its property and related rights as set forth herein.

41. The former joint powers organization known as the JBC is a non-entity.

42. The former JBC was composed of twelve (12) members, six (6) of whom were members of the NABC and six (6) of whom were members of the SBC. Members of the NAT comprise about seventy-one percent (71%) of the total membership of both Tribes, yet elect only the six (6) members of the NABC who sat on the former joint powers board. Members of the EST comprise about twenty-

nine percent (29%) of the total membership and elected the six (6) members of the SBC who comprised the remaining members of the JBC.

43. SBC Defendants purport to have unilaterally changed the quorum for the former JBC, which had required at least four members from each business council, to a quorum of only four members from the SBC (or “ESBC”) alone (“Four members present, quorum is established,” copy of relevant pages of October 7, 2015, “JBC” meeting transcript attached as Exhibit 2 at p. 2).

44. With respect to federal programs, funding and property of the NAT, Federal Defendants actively condone and assist in the usurpation of the authority of the NAT by the EST, a separate federally recognized Tribe. Pursuant to such unlawful action and with active participation of the Federal Defendants, SBC Defendants purport to exercise the authority of the NAT without its consent.

45. With respect to federal programs, funding and property of the NAT, the Federal Defendants unlawfully impose a form of government on the NAT and unlawfully dictate to the NAT how it must exercise its sovereign and ownership authority cooperatively with the EST. Pursuant to such unlawful action and with active participation of the Federal Defendants, SBC Defendants purport to exercise the authority of the NAT without its consent.

46. SBC and Federal Defendants unlawfully require that NAT exercise its

authority solely through the former joint powers organization when working cooperatively with the EST.

47. SBC Defendants unlawfully authorize, manage or control NAT funds and programs, as well as federal funds and programs established by Congress for the benefit of the NAT and its members, without the consent or participation of the NAT and over the objections of the NAT. SBC Defendants unlawfully convert such funds to their own uses and purposes.

48. Federal Defendants unlawfully condone, authorize or approve actions taken solely by the SBC as if it exercises the authority of both Tribes through the former joint powers organization, which no longer exists.

49. Federal Defendants unlawfully attempt to consolidate the two Tribes into one, without the consent of either.

50. SBC and Federal Defendants have violated rights secured to the NAT by treaty and other federal law, including the right of the NAT to make its own laws and be governed by them.

51. SBC and Federal Defendants' interference with the sovereign authority of the NAT is *ipso facto* irreparable.

*Former "JBC" as the mechanism for fraud and violations of federal law.*

52. Federal Defendants purport to enter into "638" contracts with the

former JBC as a “tribal organization,” even though (a) it lacks “the approval of each such Indian tribe” to be served with the contract, *see* 6 N.A.C. 103 *et seq.*, attached as Exhibit 1; and (b) it was never “democratically elected by the adult members of the Indian community to be served by such organization.” Indeed, members of the NAT comprise about seventy-one percent (71%) of the total membership of both Tribes, yet elect only the six (6) members of the NABC who sat on the former twelve (12) member joint powers board.

53. In collusion with the Federal Defendants, SBC Defendants purport to control the former JBC as a “tribal organization” even though the former “joint” council consists only of the EST.

*Efforts to scuttle a memorandum of understanding.*

54. The NAT has urged Federal Defendant LaCounte and other BIA officials to (a) promote efforts to mediate “638” contract issues between the BIA and the Tribes; (b) develop a set of principled criteria for how “638” contract funding should be divided between the Tribes if cooperative management is declined by the SBC; or (c) provide for the orderly resumption of programs or services by the BIA.

55. In April of 2015, the NABC, Federal Defendant LaCounte and SBC Defendants agreed that each Tribe would provide its own, separate resolutions on

matters of common interest, including management of bank accounts, and to work to develop a memorandum of understanding (“MOU”) regarding future cooperation (copy of April 3, 2015, letter attached as Exhibit 3).

56. The day after reaching this agreement, the SBC Defendants reneged, altered documents, and presented them to the bank where shared funds were on deposit, all without the consent of the NAT (copy of April 14, 2015, letter attached as Exhibit 4).

57. Despite this and other setbacks, several draft MOUs were exchanged by the Tribes until NABC sent one on or about July 9, 2015, after which SBC engaged in no further negotiations regarding such draft MOUs.

58. Sporadically, in the fall of 2015, the SBC Defendants began to assert that SBC had or would be taking over shared programs without the consent of the NAT. For example, a SBC press release claimed it had approved hunting seasons unilaterally on behalf of both Tribes, even though NABC had already issued its own approval (copy of September 2, 2015, letter to Defendant St. Clair attached as Exhibit 5).

59. During this time, the Federal Defendants assured NAT that no contract would be awarded to provide services to both Tribes without the consent of both Tribes. In early October, NABC learned that Defendant Gourneau had

awarded a contract to the SBC, acting alone as the “joint” council, to continue judicial services for both Tribes. Defendant Gourneau approved the SBC proposal on September 30, 2015, within five (5) days of its receipt by the BIA.

60. Even after the NAT learned of this action by Defendant Gourneau, other Federal Defendants assured NABC that the BIA would not take or support any action allowing the SBC to violate federally protected rights of the NAT or to obtain or manage NAT property or federal programs or funds intended by Congress for the NAT, without the consent of the NAT. These assurances continued well into November, 2015 (copies of November 10, 2015, letter to Defendant Black attached as Exhibit 6 and November 23, 2015, letter to Defendant St. Clair attached as Exhibit 7). These promises were fraudulent when made and have been broken.

61. On information and belief, Federal Defendants have assured SBC Defendants since at least July of 2015 that SBC would receive unilateral “638” contracts and authority in other shared matters without the consent of the NAT and, indeed, over the objections of the NAT. Such conduct obviated any need for the SBC Defendants to engage in any further negotiations regarding an MOU.

*Fraudulent representations.*

62. By publicly claiming to conduct themselves as the former JBC, as if

they had the consent of the NAT, SBC Defendants perpetrate a fraud on tribal members, the public, governments, businesses and others.

63. On an on-going basis, SBC Defendants misappropriate the name of the NAT and one of its historic leaders, Chief Black Coal, in furtherance of their fraud on the public and others.

64. Examples of such misappropriations include the December 17 and 24, 2015, memoranda to the Shoshone and Arapaho Tribal Court (attached as Exhibit 8); the January 28, 2016, job announcements for the Shoshone and Arapaho Fish and Game Department (attached as Exhibit 9); and minutes of October 7, 2015, “JBC” meetings with oil and gas companies (obtained by NAT on January 27, 2016) (*see* Exhibit 2).

*Misappropriation of mineral interests of the Northern Arapaho Tribe.*

65. The SBC Defendants hold themselves out to oil and gas companies doing business on the Wind River Reservation as if they have authority to act for both Tribes, knowing that such is not the case (*see* Exhibit 2).

66. The SBC Defendants purport to approve oil and gas leases and related matters on behalf of both Tribes without the consent of the NAT and even though the NAT is co-owner of such mineral interests (“...the Shoshone tribe will be the manager of Joint and the Joint assets and how the business portion of negotiation



and leasing and that stuff,” Exhibit 2 at p. 26).

67. Federal Defendants condone, encourage and approve actions by the SBC Defendants taken on behalf of the NAT without its consent. On information and belief, certain BIA officials have told oil and gas companies that leases may be renewed only through the former JBC. The SBC Defendants re-publish the same message (“... Joint [JBC] still exists and so it is an entity that the Bureau [of Indian Affairs] is backing us in [sic] that. Right now the management, all of Joint [management] is through the Shoshone Business Council,” Exhibit 2 at p. 47).

*Misappropriation of shared self-determination contracts.*

68. In 2015 and years prior, Federal Defendants have approved a number of “638” or self-determination funding agreements with both Tribes.

69. Federal Defendants denied proposals from NAT to continue to provide services cooperatively with both Tribes, on the grounds that the SBC had not consented (consent required by 25 U.S.C. §450b(1)).

70. In contradiction to their position with respect to the NAT’s contract proposals and in direct violation of 25 U.S.C. §450b(1) and other federal law, Federal Defendants insisted that “638” contracts could only be awarded to the former “joint” council even though NAT had determined to no longer cooperate with EST through the JBC format, and did not consent to any contract with the

non-existent entity.

*Tribal Court.*

71. One such “638” contract with both Tribes, for judicial services, has historically provided funding for the Tribes to operate the Shoshone and Arapaho Tribal Court (“Tribal Court”) cooperatively.

72. In 2015, the Tribal Court submitted its own “638” proposal as a “tribal organization” established by both Tribes through the Shoshone & Arapaho Law and Order Code. The BIA informed the Tribal Court that it would negotiate with the Court and a decision would be made on the proposal within ninety (90) days of October 7, 2015, even though the BIA had already awarded the contract to the SBC, acting alone as a “joint” council, on September 30, 2015 (copy of letter to the Tribal Court attached as Exhibit 10).

73. The BIA ultimately denied the Tribal Court’s proposal even though “[t]he Court is the only tribal organization at Wind River eligible to contract for the provision of judicial services,” and the former JBC is a “non-existent entity” (*see* Notice of Appeal by Chief Judge John St. Clair, Exhibit 11, at 2-3, 5).

74. The Federal Defendants have now approved, and the SBC Defendants have now taken, unilateral actions regarding the shared Tribal Court without the consent of the NAT. Such actions include, on information and belief, the transfer

of federal and tribal funds (primarily fines collected by the Tribal Court) from the Tribes' joint financial accounts to accounts controlled solely by the SBC; the transfer of financial management and records solely to the SBC; and the transfer of employment and personnel matters, including the appointment of Tribal Court judges, solely to the SBC.

75. The Federal Defendants have endorsed and the SBC Defendants have announced that all of the employees of the Tribal Court are subject to replacement by new applicants, without the consent of the NAT (*see* February 11, 2016, "JBC" job notices, attached as Exhibit 12).

76. The Federal Defendants have also endorsed and the SBC Defendants have announced the SBC's unilateral "restructuring" and "reorganization" of the shared Tribal Court system without the consent of the NAT (*see* January 27, 2016, Memorandum, attached as Exhibit 13, obtained by NAT on February 10, 2016).

77. Defendants unlawfully exercise the police power of the NAT without its consent. In an effort to protect the sovereignty of the NAT and also preserve the shared Tribal Court system, and the rights of litigants appearing there, NABC has temporarily authorized (on behalf of the NAT) a limited continuation of the Tribal Court system and issued temporary approval for specific judges currently sitting on the Tribal Court.

78. Unilateral actions by the SBC are designed in part to remove the Chief Judge of the shared Tribal Court. The Chief Judge is an attorney licensed in Wyoming and has served as Chief Judge for the shared Tribal Court since 1986. Chief Judge St. Clair has submitted an independent “638” proposal to the Federal Defendants which describes the former JBC as a “non-existent entity” with which the Federal Defendants cannot contract (*see* Exhibit 11, pp. 4-5).

79. On information and belief, the SBC Defendants are opposed to an independent judiciary and seek instead to “reorganize” the Tribal Court under the direct control of the SBC.

*Fish and Game Department.*

80. Another “638” contract with both Tribes was for fish and game regulation, and historically has provided funding for the Tribes to operate the Shoshone and Arapaho Fish and Game Department (“Game Department”) cooperatively.

81. Federal Defendants have also approved and the SBC Defendants have taken unilateral actions regarding the Game Department without NAT consent. For example, Federal Defendants have authorized and the SBC Defendants have removed guns and ammunition, and other equipment, from the Game Department office. Defendants have also authorized or moved to replace the Director and key

employees without the consent of the NAT, and have done so through the unauthorized use of the name of the NAT and one of its important historic leaders, Chief Black Coal (*see* Exhibit 9).

82. Federal Defendants have also approved and SBC Defendants have taken unilateral actions regarding the Shoshone and Arapaho Transportation agency, Tribal Water Engineer, and other shared tribal programs, all without the consent of the NAT.

*Additional contract, program or regulatory matters concealed from NAT.*

83. Defendants negotiate and approve a wide range of federal and private contracts and administer or operate under a range of federal laws and regulations. Defendants have worked to conceal their actions from the NAT and, as a result, there may be additional specific unlawful actions of which NAT is yet unaware.

*Denial of right to direct services or separate contracts.*

84. Federal Defendants may (a) provide direct services to Tribes without a “638” contract; or (b) negotiate and execute “638” contracts with a Tribe or tribal organization to provide such services. The Federal Defendants fail and refuse to provide either for the NAT.

#### CLAIMS FOR RELIEF

85. Plaintiff reasserts and incorporates by reference the allegations

contained in the preceding paragraphs as though fully set forth in the following paragraphs setting forth its claims for relief.

I. DECLARATORY JUDGMENT

86. Plaintiff is entitled to declaratory judgment as set forth herein.

II. PERMANENT INJUNCTION

87. Plaintiff is entitled to a permanent injunction barring Defendants from further unlawful conduct as set forth herein.

III. VIOLATION OF TRUST AND  
FEDERALLY PROTECTED RIGHTS

88. Federal Defendants breach their duty of trust to the NAT.

89. Defendants' actions violate the treaty and federally protected sovereign, property and other rights of the NAT.

IV. CONVERSION OF PROPERTY AND FUNDS

90. Defendants convert the funds and property of the NAT, and funds and programs established by Congress for the benefit of the NAT and its members, without the consent of the NAT.

V. DENIAL OF EQUAL PROTECTION

91. Defendants have attempted to install the SBC as a governing body with authority over the NAT, even though members of the NAT have no right to vote for members of the SBC. Defendants' actions violate the "equal protection"

clause of the Fourteenth Amendment, including the “one man, one vote” rule.

VI. DIMINISHMENT OF PRIVILEGES AND IMMUNITIES

92. Defendants have made decisions or determinations with respect to the NAT that unlawfully diminish the privileges and immunities available to the Tribe in violation of 25 U.S.C. §476(f).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

A. Plaintiff seeks a declaratory judgment which states that Defendants are without authority to take those unlawful actions set forth in the foregoing paragraphs and that the matters set forth in the foregoing paragraphs are true and correct, including the following:

(i) That the SBC is not authorized to exercise the sovereign, property or other rights of the NAT without the consent of the NAT;

(ii) That the former “joint” organization known as the JBC is no longer composed of more than one Tribe and therefore is not a “tribal organization;” and

(iii) That the Federal Defendants have condoned, encouraged or approved usurpation of the authority of the NAT by the EST, in violation of federal law.

B. Plaintiff seeks a declaratory judgment which states that property and funds of the NAT, or funds provided by Congress for the benefit of the NAT and its members, are subject to the rights of the NAT to govern itself and to manage its own property and funds for its benefit.

C. Plaintiff is informed and believes that Defendants will continue to violate and interfere with the sovereign and property rights of the NAT and its members as set forth herein and, therefore, seeks a permanent injunction prohibiting Defendants from violating the sovereign rights of the NAT to govern itself and from depriving the NAT of the control and benefit of its own funds and of federal funds appropriated for its benefit, as set forth herein.

D. Plaintiff seeks the imposition of a constructive trust for its benefit regarding all funds or property of the NAT, including all funds and programs provided by Congress for the benefit of the NAT and its members, which are in the control or possession of Defendants pending the return of the same to the NAT.

E. Plaintiff seeks the rescission of “638” contracts entered into between the Federal Defendants and the SBC Defendants purporting to act by or through the former “joint” council. In the alternative, Plaintiff seeks reformation of these “638” contracts so they are entered into by both Tribes and the BIA.

F. Plaintiff seeks an accounting of all funds and property of the NAT,



including all federal funds and programs provided by Congress for the benefit of the Tribe and its members, which have been converted by Defendants.

G. Plaintiff seeks an award of all costs and fees allowed by law and such other and further relief as the Court deems just and equitable.

Dated this 22<sup>nd</sup> day of February, 2016.

NORTHERN ARAPAHO TRIBE, Plaintiff

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