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Attorneys for Plaintiffs

**IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF  
MONTANA, GREAT FALLS DIVISION**

Glacier Electric Cooperative, Inc., Brian	)	<b>CAUSE NO. _____</b>
Elliott, Willard Hjartarson, Jim Newman,	)	
Darrol Berkram, Zita Bremner, Miles Lewis,	)	
Dave Losing, and James Taylor, in their	)	
official capacities as directors of Glacier	)	
Electric Cooperative, Inc., and Dan Brewer,	)	
in his official capacity as Interim General	)	<b>COMPLAINT FOR</b>
Manager of Glacier Electric Cooperative,	)	<b>DECLARATORY RELIEF</b>
Inc.,	)	<b>AND INJUNCTIVE</b>
	)	<b>RELIEF</b>
Plaintiffs,	)	
	)	
v.	)	
	)	
Floyd "Bob" Gervais, James Kittson, Scott	)	

Smith, Emerald "Beep" Grant, Suzie Murray, )  
Tashina McNabb, William Guardipee, Fred )  
Guardipee, Heather Juneau, Joseph )  
Arrowtop, William Wetzel, Troy Wilson, )  
Melissa Gervais, Wilfred DeRoche, Georgia )  
Matt, Rodney "Minnow" Gervais, Ralph )  
Johnson, Mike Kittson, Kathy Broere, )  
Lenore Matt, Evie Birdrattler, Rodney )  
Gervais, Duane Ladd, Marcella Birdrattler, )  
Tom Gervais, Jim Gervais, Marlene Matt, )  
Wilfred DeRoche, Titus Upham, John )  
DeRoche, Carl Evans, Jeri J. Elliott, Dennis )  
Juneau, Teri Ann DeRoche, Paul McEvers, )  
Patricia Calflooking, Tony Carlson, Sarah )  
Calf Boss Ribs, Kathy Gervais, Marcella )  
Green, Ellen Burdeau, Randy Augare, )  
Robert Wagner, Kenny Walter, Honey )  
Davis, Anna Horn, Cherlyl Gervais, Anita )  
Potts, Therese Salois, Faith Gervais, the )  
Honorable Chief Judge Dave Gordon, )  
)

Defendants.

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Plaintiffs, by and through their counsel, and for their Complaint against Defendants, hereby complain, allege and aver as follows:

1. By this Complaint, Plaintiffs seek protection from a lawsuit that Defendants, except Defendant Chief Judge Dave Gordon, the Tribal Court Judge, filed against Plaintiffs in the Blackfeet Tribal Court ("Tribal Court") in and for the Blackfeet Indian Reservation, Cause No. 2014 CA 107 (hereinafter the "Lawsuit"). A true and correct copy of the Verified Complaint and Jury Demand filed in the Lawsuit is attached as Exhibit 1. The Defendants that filed the Lawsuit are

referred to in this Complaint for Declaratory Relief and Injunctive Relief as the “Tribal Court Plaintiffs.” In the Lawsuit, the Tribal Court Plaintiffs seek a court order generally requiring reform of corporate member voting rights and corporate procedures of Glacier Electric Cooperative, Inc., removal of Trustees from the Glacier Electric Cooperative, Inc. Board of Trustees, the prohibition of certain individuals from serving on the Board of Trustees of Glacier Electric Cooperative, Inc., damages for an alleged breach of fiduciary duty, breach of contract, and alleged improper use of property, punitive damages, expenses and attorney fees.

2. The Tribal Court plainly lacks jurisdiction over the Lawsuit because the Tribal Court, and Blackfeet Tribe, lack subject matter and personal jurisdiction over Plaintiffs.

### **PARTIES**

3. Plaintiff, Glacier Electric Cooperative, Inc. (“Glacier Electric”), is a Montana rural electric cooperative. Glacier Electric is a non-profit Montana corporation with its principal place of business in Cut Bank, Montana, outside of the exterior boundaries of the Blackfeet Indian Reservation. *Bird v. Glacier Elec. Co-op, Inc.*, 255 F. 3d 1136, 1139 (9<sup>th</sup> Cir. 2001). Glacier Electric is subject to the provisions of Montana’s Rural Electric and Telephone Cooperative Act, Title 35, Chapter 18 of the Montana Code Annotated. Glacier Electric is a defendant in the Lawsuit.

4. Glacier Electric has Bylaws that address and govern, among other matters, the requirements of membership, the rights of members, the meetings of members, voting, elections, the Board of Trustees, nominations of Trustees, removal of Trustees, Trustee meetings, and officers. A true and correct copy of Glacier Electric's Bylaws is attached as Exhibit 2.

5. The Glacier Electric Bylaws expressly provide that a person or entity may be a member of Glacier Electric, provided that such person or entity has "agreed to comply with and be bound by the Articles of Incorporation and By-Laws of the Cooperative and any rules and regulations adopted by the Board of Trustees." Ex. 2, Art. I, § 1(b).

6. Plaintiff, Brian Elliott, is a resident of Glacier County, Montana. Brian Elliott serves on Glacier Electric's Board of Trustees. Brian Elliott is not an enrolled member of the Blackfeet Tribe. Brian Elliott is a defendant in the Lawsuit.

7. Plaintiff, Willard Hjartarson, is a resident of Glacier County, Montana. Willard Hjartarson serves on Glacier Electric's Board of Trustees. Willard Hjartarson is not an enrolled member of the Blackfeet Tribe. Willard Hjartarson is a defendant in the Lawsuit.

8. Plaintiff, Jim Newman, is a resident of Glacier County, Montana. Jim Newman serves on Glacier Electric's Board of Trustees. Jim Newman is not

an enrolled member of the Blackfeet Tribe. Jim Newman is a defendant in the Lawsuit.

9. Plaintiff, Darrol Berkram, is a resident of Glacier County, Montana. Darrol Berkram serves on Glacier Electric's Board of Trustees. Darrol Berkram is not an enrolled member of the Blackfeet Tribe. Darrol Berkram is a defendant in the Lawsuit.

10. Plaintiff, Zita Bremner, is a resident of Glacier County, Montana. Zita Bremner serves on Glacier Electric's Board of Trustees. Zita Bremner is an enrolled member of the Blackfeet Tribe. Zita Bremner is a defendant in the Lawsuit.

11. Plaintiff, Miles Lewis, is a resident of Glacier County, Montana. Miles Lewis serves on Glacier Electric's Board of Trustees. Miles Lewis is not an enrolled member of the Blackfeet Tribe. Mile Lewis is a defendant in the Lawsuit.

12. Plaintiff, Dave Losing, is a resident of Glacier County, Montana. Dave Losing serves on Glacier Electric's Board of Trustees. Dave Losing is not an enrolled member of the Blackfeet Tribe. Dave Losing is a defendant in the Lawsuit.

13. Plaintiff, James Taylor, is a resident of Glacier County, Montana. James Taylor serves on Glacier Electric's Board of Trustees. James Taylor is not

an enrolled member of the Blackfeet Tribe. James Taylor is a defendant in the Lawsuit.

14. Plaintiff, Dan Brewer, is not a resident of Glacier County, Montana. Dan Brewer was, but no longer is, the interim manager of Glacier Electric. Dan Brewer is not an enrolled member of the Blackfeet Tribe. Dan Brewer is a defendant in the Lawsuit.

15. Defendant, the Honorable Chief Judge Gordon, is the Chief Judge of the Tribal Court. Counsel for Plaintiffs has been informed by the Head Clerk of Tribal Court that Chief Judge Gordon most likely has been assigned the Lawsuit. Chief Judge Gordon is sued only in his official capacity. Upon information and belief, it is within Defendant Chief Judge Gordon's authority to terminate Tribal Court consideration and adjudication of the Lawsuit against the defendants named in the Lawsuit.

16. The Tribal Court Plaintiffs allege in the Lawsuit that they are enrolled members of the Blackfeet Tribe and that most, if not all, Tribal Court Plaintiffs reside on trust land.

17. At the time the Tribal Court Plaintiffs filed the Lawsuit, eleven of the Tribal Court Plaintiffs were not members of Glacier Electric.

## JURISDICTION AND VENUE

18. Plaintiffs incorporate by reference Paragraphs 1 through 17 as set out above.

19. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331. Whether a tribal court has adjudicative authority over nonmembers is a federal question. *Plains Commerce Bank v. Long Family Land & Cattle Co.*, 554 U.S. 316, 324 (2008). Glacier Electric is not a member of the Blackfeet Tribe. *Glacier Elec. Co-op, Inc. v. Williams*, 96 F. Supp. 2d 1089, 190 (D. Mont. 1999). The subject matter of this action presents the question of whether the Blackfeet Tribe has adjudicative authority over Glacier Electric, a nonmember of the Blackfeet Tribe, Glacier Electric's Board of Trustees, and Glacier Electric's former interim manager.

20. This action is brought under the Declaratory Judgment Act, 28 U.S.C. § 2201. A case of actual controversy exists between the parties warranting this Court's declaration pursuant to 28 U.S.C. § 2201. Plaintiffs seek injunctive relief under Rule 65 of the Federal Rules of Civil Procedure.

21. Exhaustion of tribal court remedies merely is a prudential rule based on comity. *Strate v. A-1 Contractors*, 520 U.S. 438, 453 (1997). Exhaustion of tribal court remedies is not required here because the Tribal Court Plaintiffs have not asserted a colorable claim of Tribal Court jurisdiction. Where the absence of

tribal court jurisdiction is plain, as set forth below, exhaustion of tribal court remedies would serve no purpose other than delay. *Nevada v. Hicks*, 533 U.S. 353, 369 (2001); *Strate*, 520 U.S. at 459, fn. 14; *Hornell Brewing Co. v. Rosebud Sioux Tribal Court*, 133 F.3d 1087, 1093 (8<sup>th</sup> Cir. 1998).

22. Venue is proper in this District and Division under 28 U.S.C. § 1391(b) and L.R. 3.2(b). The Lawsuit is currently venued in Blackfeet Tribal Court, Browning, Glacier County, Montana. Glacier County is part of the Great Falls Division. The Tribal Court Plaintiffs allege that they reside on the Blackfeet Indian Reservation, Glacier County, Montana. Because one or more Tribal Court Plaintiffs reside in Glacier County, Montana, venue is proper in the Great Falls Division. *See* Ex. 1 at ¶ 19; *see also* L.R. 1.2(c) & 3.2(b); Mont. Code Ann. § 25-2-118(1) & Mont. Code Ann. § 25-2-117.

### **BACKGROUND ALLEGATIONS COMMON TO ALL COUNTS**

23. Plaintiffs incorporate by reference Paragraphs 1 through 22 as set out above.

24. In August 2014, the Tribal Court Plaintiffs filed the Lawsuit in Tribal Court.

25. To establish jurisdiction in Tribal Court, the Tribal Court Plaintiffs asserted the following allegations:

- a. The Tribal Court Plaintiffs “reside on the Blackfeet Indian Reservation, Glacier County, State of Montana. All are



members of [Glacier Electric]. Under information and belief, fifty percent of the cooperative membership is Indian and thus, [Glacier Electric] is an Indian owned entity.” Ex. 1 at ¶ 19.

- b. Glacier Electric “has entered into contracts with the [Tribal Court Plaintiffs] to provide electricity to each one of the Plaintiffs most of whom, if not all, reside on trust land.” *Id.* at ¶ 20.
- c. “For purposes of providing electricity to the Indian members of the cooperative, [Glacier Electric] holds a membership interest in trust land through its right of ways on trust land.” *Id.* at ¶ 21.
- d. The Tribal Court has “jurisdiction over this civil action based on Chapter I and Chapter II of the Blackfeet Law and Order Code.” *Id.* at ¶ 23.
- e. The Tribal Court “has personal and subject matter jurisdiction over this action based on the Blackfeet Tribe’s inherent authority to regulate and adjudicate matters involving Indians and in this case, the [Tribal Court Plaintiffs] submit both parties are Indian.” *Id.* at ¶ 24.
- f. The Tribal Court “also has the inherent authority to regulate and adjudicate the conduct or activity of all non-members who are conducting business on Indian owned land.” *Id.* at ¶ 25.
- g. The Blackfeet Tribe “also has authority to regulate and adjudicate the conduct of all non-members who enter into consensual relationships with the Tribe or its members. *Montana v. U.S.*, 450 U.S. 544 (1981).” *Id.* at ¶ 26.
- h. The Blackfeet Tribal Court “also has jurisdiction to exercise civil authority over the conduct of non-Indians on fee lands within its reservation when that conduct threatens or has some direct effect on the political integrity, the economic security, or health or welfare of the tribe. *Montana v. U.S.*, 450 U.S. 544 (1981).” *Id.* at ¶ 27.

26. Glacier Electric's utility service area includes Glacier County, Montana. The Blackfeet Indian Reservation is located in Glacier County, Montana. Glacier Electric provides services to its members located within the exterior boundaries of the Blackfeet Indian Reservation. Glacier Electric provides services to its members located outside the exterior boundaries of the Blackfeet Indian Reservation.

27. Electricity delivered to members of Glacier Electric within the exterior boundaries of the Blackfeet Indian Reservation is generated outside Reservation boundaries and is delivered to points on the Reservation through a system located largely outside of the Reservation.

28. In the Lawsuit, the Tribal Court Plaintiffs assert numerous allegations concerning the manner in which Glacier Electric conducts its business. Such allegations relate to:

- a. Conducting Glacier Electric's annual meeting in Cut Bank, Montana (Ex. 1 at ¶ 31);
- b. Giving gifts to those that attend the annual meeting (*Id.* at ¶ 32);
- c. Nomination of candidates for the Board of Trustees (*Id.* at ¶ 33);
- d. Voting for Trustees in person in Cut Bank, Montana or by mail-in ballot (*Id.* at ¶¶ 34-36);
- e. Glacier Electric's alleged failure to advertise door prizes for the 2014 annual meeting in Browning (*Id.* at ¶ 37);

- f. Glacier Electric's alleged sale of a Montana company in which it owns stock, Global Net, Inc. (*Id.* at ¶ 50). (In fact, Global Net's principal office is located in Bozeman, Montana. Glacier Electric has not sold Global Net, Inc. or its stock in Global Net, Inc.);
  - g. The amount of money Glacier Electric charges a customer to sign up for service with Glacier Electric (*Id.* at ¶ 45);
  - h. The use of prepay meters by Glacier Electric members (*Id.* at ¶ 47);
  - i. The provision of scholarships to students (*Id.* at ¶ 51);
  - j. Employment of Native Americans (*Id.* at ¶ 52-53);
  - k. The wage paid to Glacier Electric's general manager (*Id.* at ¶ 54); and
  - l. Alleged compensation Glacier Electric's Trustees receive (*Id.* at ¶ 55).
29. The relief sought by the Tribal Court Plaintiffs in the Lawsuit

includes, but is not limited to, the following:

- a. Glacier Electric must provide "all challengers and potential candidates with a membership list with addresses that are available to the current" Glacier Electric board; (*Id.* at p. 13, ¶ 3). (Glacier Electric's Bylaws state that Glacier Electric "shall maintain a current membership list, but in order to protect the privacy of individual members, the list shall not be made generally available and only distributed at the discretion of the Board of Trustees.");
- b. Glacier Electric "must hold in person voting for eight hours in Browning, Montana, on the day of election" (*Id.* at ¶ 4);
- c. Glacier Electric must not allow individuals to vote by mail-in ballot and then change their vote in-person at Glacier Electric meetings and Glacier Electric must conduct the April 2014 election over in Browning, Montana (*Id.* at ¶¶ 5-6);
- d. Prohibiting pre-pay meters both within and outside the exterior boundaries of the Blackfeet Indian Reservation (*Id.* at ¶ 7);

- e. Prohibiting the sale of Glacier Electric property (*Id.* at ¶ 8);
- f. Prohibiting compensation of, including reimbursement of, members of the Board of Trustees incurred in connection with service on the Board (*Id.* at ¶ 9);
- g. Requiring Glacier Electric to amend its Bylaws regarding scholarships provided to students and requiring Glacier Electric to change its districts (*Id.* at ¶¶ 10 & 13); and
- h. Requiring Glacier Electric to have “reasonable deposits for electricity” (*Id.* at ¶ 12).

### **TRIBAL COURT LACKS JURISDICTION**

30. Plaintiffs incorporate by reference Paragraphs 1 through 29 as set out above.

31. The burden of proving tribal court jurisdiction is on the proponent of tribal jurisdiction. *See e.g. Burlington N. Santa Fe R.R. Co. v. Assiniboine & Sioux Tribes of Fort Peck Reservation*, 323 F.3d 767, 772 (9<sup>th</sup> Cir. 2003).

32. The adjudicative jurisdiction and authority of the Tribal Court is no broader than the legislative or regulatory jurisdiction and authority of the Tribe. *Nevada v. Hicks*, 533 U.S. 353, 357-58 (2001).

33. Generally, tribal courts do not have subject matter jurisdiction over the activities of non-Indians within their borders. *Plains Commerce Bank v. Long Family Land & Cattle Co.*, 554 U.S. 316, 328 (2008). Tribal efforts to regulate non-tribal members are presumptively invalid. *Id.* at 330.

34. The general rule restricting authority over nonmembers is particularly strong when the tribe seeks to regulate activities on fee simple lands. *Plains Commerce Bank v. Long Family Land & Cattle Co.*, 554 U.S. 316, 328 (2008).

35. The Blackfeet Tribal Law and Order Code provides, in relevant part:

The Blackfeet Tribal Court has jurisdiction over all persons of Indian descent who are members of the Blackfeet Tribe of Montana and over all other American Indians unless its authority is restricted by an Order of the Secretary of the Interior. **The Court does not have jurisdiction over non-Indians or over Indians from Canada.**

Blackfeet Tribal Law and Order Code, Chapter 1, Section 1 (emphasis added).

36. Glacier Electric is not an Indian or member of the Blackfeet Tribe. Glacier Electric is not a tribal entity. *Big Horn County Electric Cooperative, Inc. v. Adams*, 219 F.3d 944, 949 (9<sup>th</sup> Cir. 2000). The Tribal Court does not have jurisdiction over Glacier Electric or its Board.

37. The Blackfeet Tribal Law and Order Code provides, in relevant part:

The Blackfeet Tribal Court has jurisdiction over matters arising on land within the exterior boundaries of the Blackfeet Indian Reservation. In addition to trust lands belonging to the Tribe or to individual Indians, this includes fee patented lands, townsites, roads and other right-of-ways, and tracts reserved for school, agency or other governmental purposes.

Blackfeet Tribal Law and Order Code, Chapter 1, Section 1.

38. Glacier Electric's rights-of-way through the Blackfeet Indian Reservation are the equivalent of non-Indian fee land. *Big Horn County Electric Cooperative, Inc. v. Adams*, 219 F.3d 944, 950 (9<sup>th</sup> Cir. 2000). The Tribal Court

does not have adjudicative jurisdiction over this matter based on Glacier Electric's rights-of-way, which constitute the equivalent of non-Indian fee land.

39. Membership in Glacier Electric is a prerequisite to receiving electric service from Glacier Electric. To be a member of Glacier Electric, a person or entity must submit an application, agree to comply with and be bound by the Articles of Incorporation and Bylaws of Glacier Electric and any rules and regulations adopted by the Board of Trustees, and pay a membership fee. Ex. 2, Art. I, § 1.

40. Glacier Electric's Bylaws govern the meetings of members, the location of members' meetings, the conduct of elections, and voting in person and by mail.

41. The relief that the Tribal Court Plaintiffs seek in the Lawsuit is not related to conduct occurring within the exterior boundaries of the Blackfeet Indian Reservation. Rather, Plaintiffs seeks to regulate and reform, by judicial fiat, the conduct and business dealings of Glacier Electric occurring in every location Glacier Electric provides services, including locations outside of the exterior boundaries of the Blackfeet Indian Reservation. For example, by way of Tribal Court Order, and without regard to the terms of Glacier Electric's Articles of Incorporation and Bylaws, the Tribal Court Plaintiffs seek to:

- a. Override and disregard Glacier Electric's Bylaws governing the distribution of Glacier Electric's membership list (*see* Art. II, § 4 of

Bylaws) without adhering to the amendment provisions set forth in Art. XII, § 1 of the Bylaws. (Ex. 2 at p. 13, ¶ 3). Although the Tribal Court Plaintiffs claim to be members of Glacier Electric, which means they have agreed to the terms of the Bylaws, the Tribal Court Plaintiffs effectively seek to bypass the governing provisions of the Bylaws to which they agreed;

- b. Override and disregard Glacier Electric's Bylaws (Art. III, § 5 of the Bylaws) governing voting, conduct of elections and election judges (*Id.* at ¶¶ 4-6 & 13);
- c. Control when and how Glacier Electric collects payments for services it provides to members (*Id.* at ¶¶ 7 & 12);
- d. Control the sale of Glacier Electric property, including property located outside of the exterior boundaries of the Blackfeet Indian Reservation (*Id.* at ¶ 8);
- e. Control the compensation of Trustees (*Id.* at ¶ 9) notwithstanding provisions in the Glacier Electric Bylaws governing compensation (Ex. 2, Art. IV, § 9); and
- f. Force Glacier Electric members to amend the Bylaws without following the proper procedure set forth in the Bylaws (Ex. 1 at p. 13, ¶¶ 10 & 13).

42. The Tribal Court Plaintiffs seek to regulate and reform Glacier Electric's conduct outside of the exterior boundaries of the Blackfeet Indian Reservation and to regulate Glacier Electric's members property, and personnel located outside the boundaries of the Blackfeet Indian Reservation. The Tribal Court Plaintiffs seek an extension of tribal civil authority over the corporate affairs of Glacier Electric, a nonmember, for activity on non-Indian land regarding non-Indian properties.

43. In this matter, there is no exception to the general rule that the sovereign powers of the Blackfeet Tribe do not extend to activities of Glacier Electric, a non-member, particularly those activities that occur outside the exterior boundaries of the Blackfeet Indian Reservation. In particular, Glacier Electric does not have a consensual relationship with the Tribal Court Plaintiffs or the Blackfeet Tribe which are of the qualifying kind and would allow the assertion of Tribal Court authority over Glacier Electric.

44. While Indian tribes may retain inherent power to punish tribal offenders, determine tribal membership, regulate domestic relations among members and prescribe rules of inheritance for members, the Blackfeet Tribe's inherent power does not reach beyond what is necessary to protect the subsistence of the tribal community. Glacier Electric's operation of its business outside of and within the exterior boundaries of the Blackfeet Indian Reservation does not menace the political integrity, economic security or the health and welfare of the tribe.

### **COUNT I DECLARATORY JUDGMENT**

45. Plaintiffs incorporate by reference as if fully set forth herein the allegations contained in paragraph 1 through 44.

46. Defendants unlawfully have invoked or imposed the subject matter and personal jurisdiction of the Tribal Court on the Tribal Court Plaintiffs' claims against Plaintiffs.



47. The Tribal Court has no regulatory or adjudicatory authority over Plaintiffs for the relief that the Tribal Court Plaintiffs seek in the Lawsuit.

48. Any exercise of jurisdiction in this instance by the Tribal Court violates express jurisdictional prohibitions.

49. The Tribal Court lacks adjudicatory authority over the Tribal Court Plaintiffs' claims pending in Tribal Court and the requirement of exhausting Tribal Court remedies would serve no purpose other than delay. Exhaustion of Tribal Court remedies is not required or appropriate. *Strate v. A-1 Contractors*, 520 U.S. 438 (1997).

50. An actual controversy exists between Plaintiffs and Defendants regarding the jurisdiction of the Tribal Court over the claims against Plaintiffs in the Lawsuit. Declaratory and injunctive relief will effectively adjudicate the rights of the parties to this matter.

51. Plaintiffs seek a judgment from this Court declaring that the Tribal Court lacks subject matter and personal jurisdiction over Plaintiffs in the Lawsuit.

## **COUNT II INJUNCTION**

52. Plaintiffs incorporate by reference as if fully set forth herein the allegations contained in paragraph 1 through 51.

53. The assertion, exercise, and maintenance of Tribal Court jurisdiction over Plaintiffs in the Lawsuit is unlawful.

54. If Defendants are not enjoined from such unlawful conduct, Plaintiffs face irreparable injury in the form of conflicting state/federal court and Tribal Court regulation, interference with established operations of Glacier Electric and governance of Glacier Electric, uncertainty in business decisions, and litigation delay and expense. For example, two of the Tribal Court Plaintiffs, James Kittson and Floyd Gervais, already have filed suit in the Montana Ninth Judicial District Court, Glacier County seeking to prohibit Glacier Electric from setting a vote on the removal of the Board of Trustees for April 26, 2014 and holding the vote on April 12, 2014. The Montana Ninth Judicial District Court, Glacier County, already denied this request, thus fully adjudicating the matter. A true and correct copy of the Montana Ninth Judicial District Court's Order is attached as Exhibit 3. The Tribal Court Plaintiffs now seek the same relief in the Lawsuit that the Montana Ninth Judicial District Court already denied. Ex. 1, p. 8, ¶¶ 35-36 & p. 13, ¶ 6.

55. No federal law permits the Tribal Court to exercise jurisdiction over Glacier Electric's business operations and corporate governance and Glacier Electric's alleged conduct at issue does not implicate the Blackfeet Tribe's inherent or retained sovereignty.

56. Defendants should be enjoined from prosecuting and maintaining the Lawsuit in Tribal Court against Plaintiffs.

57. Defendant, Chief Judge Dave Gordon, in his official capacity, should be enjoined from entertaining or adjudicating the Lawsuit against Plaintiffs.

WHEREFORE, Plaintiffs pray as follows:

1. For a declaratory judgment that the Blackfeet Tribal Court does not have subject matter or personal jurisdiction over the Lawsuit;
2. For a stay of proceedings in the Blackfeet Tribal Court while this matter is pending and for an injunction prohibiting the Tribal Court Plaintiffs from prosecuting and maintaining their claims against Plaintiffs in the Lawsuit;
3. For an injunction prohibiting defendant Chief Judge Gordon in his official capacity from entertaining or adjudicating claims against Plaintiffs in the Lawsuit; and

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4. For such other and further relief as the Court deems appropriate, just and equitable.

DATED this 17<sup>th</sup> day of October, 2014.

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