

1
2
3
4
5
6
7 **IN THE TRIBAL COURT OF THE NOOKSACK TRIBE OF INDIANS FOR THE**
8 **NOOKSACK INDIAN TRIBE**

9
10 NOOKSACK INDIAN TRIBE,

11 Plaintiff,

12 vs.

13 NORTHWEST INTERTRIBAL COURTS
14 SYSTEM, a Washington non-profit
15 corporation; and DAN KAMKOFF, its
16 Executive Director,

Defendants.

NO. 2016-CI-CL-006

**DECLARATION OF DANIEL
KAMKOFF IN RESPONSE TO
ORDER TO SHOW CAUSE**

17
18 DANIEL KAMKOFF, under penalty of perjury under the laws of the Nooksack
19 Indian Tribe declares:

20 1. I am the Executive Director of Defendant Northwest Intertribal Courts
21 System (NICS), am competent to testify, and make this Declaration based on my personal
22 knowledge.

23 2. I have served as Executive Director for NICS since August 2005. One of
24 my responsibilities as Executive Director is to negotiate and sign contracts for NICS, I am
25 well acquainted with the two contracts for appellate services with the Nooksack Tribe.
26

DECLARATION OF DANIEL KAMKOFF -- 1

**BURIFUNSTON
MUMFORD**
attorneys at law
BuriFunstonMumford, PLLC
1601 F Street
Bellingham, Washington 98225
P 360.752.1500 | F 360.752.1502

1 3. NICS is a consortium of Northwest Indian Tribes. Our mission is to assist
2 the member tribes, at their direction, in a manner which recognizes the
3 sovereignty, individual character and traditions of those tribes in the development of tribal
4 courts which will provide fair, equitable and uniform justice for all who fall within their
5 jurisdiction. Our organization began in 1979 and was incorporated on March 11, 1980.
6 In addition to supplying trial and appellate judges to tribal courts, NICS also provides
7 training and technical assistance to court staff and helps tribal governments draft and
8 develop their legal codes.

9
10 4. Providing appellate court services to the Nooksack Tribe fits squarely within
11 our organizational mission and operational expertise.

12 5. In December of 2011 the Tribe and NICS began discussions about the need
13 for the Tribe to have a functioning Appellate Court. At the time, the Tribe apparently had
14 no appointed or serving appellate justices. NICS agreed to review the Tribal code and
15 determine whether NICS could provide the service. After a review of Title 10 and Title 80
16 of the Nooksack Code, NICS informed the Tribe that we could perform the service
17 requested.

18
19 6. In late 2012 and early 2013, the Tribe and NICS negotiated the first contract
20 for appellate services. The final version of that contract is Exhibit C to Charity Bernard's
21 declaration. I signed that contract for NICS on March 12, 2013.

22 7. The purpose of the contract was for NICS to administer the Nooksack Court
23 of Appeals. Our primary obligation under the contract was to provide appellate judges to
24 hear and decide cases appealed from the Nooksack Tribal Court. The Tribe's obligation
25 was to provide NICS with a resolution appointing appellate judges who could hear and
26

1 decide cases appealed from the Nooksack Tribal Court. Attached as Exhibit A to my
2 Declaration is a true and accurate copy of the resolution appointing the appellate judges.
3 The Tribe was also required to provide NICS with a resolution affirming that NICS, NICS
4 staff, and any NICS judge hearing and deciding any matter on behalf of the Tribe is
5 protected by the Tribe's sovereign immunity. Attached as Exhibit B to my Declaration is
6 a true and accurate copy of the resolution affirming that NICS is protected by the Tribe's
7 sovereign immunity. The term of the contract was until December 31, 2016, unless a party
8 gave 20 days' written notice to terminate. There were no restrictions on a party's right to
9 terminate.
10

11 8. NICS provided a list of potential appellate judges for the Nooksack Court of
12 Appeals. These were attorneys and judges who sat on other tribal courts of appeal and
13 had personal service contracts with NICS. The Tribal Council accepted the proposed
14 judges and on May 30, 2013 appointed them to the Court of Appeals. Neither the contract
15 with NICS nor the Resolution appointing the judges put any limits on their term. Under
16 the contract, the Tribe retained authority to add or remove judges from the list.
17

18 9. As I recall, the Nooksack Tribe did not add or remove any judges from the
19 list of appointments made in May 2013.

20 10. Soon after we began providing appellate services to the Tribe, it was clear
21 that the volume of appeals was greater than the Tribe's budget limit in the contract. Article
22 V(I) of the contract limited billings to \$2,000 without prior approval of the Tribe. On
23 February 5, 2014, I signed an amended version of the contract that increased the budget
24 limit to \$9,999.00. Attached as Exhibit C to my Declaration is a true and accurate copy
25 of the amended contract.
26

1 11. The amended amount proved too small, so on March 27, 2014, the Tribe
2 and NICS amended the contract again to increase the budget limit to \$20,000. Attached
3 as Exhibit D to my Declaration is a true and accurate copy of the Amendment increasing
4 the contract to \$20,000. Our intent was to stay below the limit, but if the volume of appeals
5 continued to increase, NICS needed prior approval from the Tribe before receiving more
6 than \$20,000 a year for our services.

7 12. In the current lawsuit, the Tribe alleges that NICS billed the Tribe for more
8 than the \$20,000 in 2014. Attached as Exhibit E to my Declaration is a true and accurate
9 copy of the invoices submitted to the Tribe by NICS along with the checks remitted by the
10 Tribe paying those invoices. The total of the invoices submitted and payments received
11 is \$10,151.03 for 2014.

12 13. NICS' primary responsibility under the contract, as well as the appellate
13 judges', was to interpret and enforce the Nooksack Tribal Code in good faith. Every action
14 NICS has taken was done in good faith, based on what the Tribal Code provides.

15 14. On April 6, 2016, NICS offices received a Petition for Writ of Mandamus in
16 Nooksack Court No. 2016-CI-CL-002. Attached as Exhibit F to my Declaration is a true
17 and accurate copy of the April 6th Petition.

18 15. Although we confirmed that all pleadings in this matter were sent to the
19 Tribal Respondents, neither NICS nor the appellate panel received any responsive
20 pleadings from them.

21 16. For 37 years, NICS has worked to empower tribal courts and provide all
22 participants with fair, independent courts and judges. The Nooksack Tribal Council's
23 actions in this case have undermined this mission and have caused incalculable damage
24
25
26

1 to the reputation of tribal courts throughout the Northwest. Unfortunately, the Council has
2 confirmed the stereotype of tribal courts as biased, unfair and unreliable.

3 SIGNED this 21st day of October, 2016.

4
5
6
7 
8 Daniel Kamkoff

EXHIBIT A



NOOKSACK TRIBAL COUNCIL

4979 MT. Baker Hwy, Suite G.
PO Box 157
Deming, WA 98244

RESOLUTION #13- 82
May 30, 2013

TITLE: NOOKSACK COURT OF APPEALS APPOINTMENT

WHEREAS, the Nooksack Tribal Council is the governing body of the Nooksack Tribe of Indians, a recognized tribe under the Treaty of 1855, in accordance with its Constitution and By-Laws approved by the Deputy Assistant Secretary of Indian Affairs on September 23, 1973, and in accordance with the Indian Reorganization Act of June 18, 1934; and

WHEREAS, the health, safety, welfare, education, economic and employment opportunity, and preservation of cultural and natural resources are primary goals and objectives of the Nooksack Indian Tribe; and

WHEREAS, pursuant to the Nooksack Tribal Code, Title 10, the Tribal Court System and Rules, the Council established the Nooksack Tribal Court and under Title 80, the Nooksack Appellate Rules establishes an appellate court; and

WHEREAS, Title 80, Section 80.02.010 established the Nooksack Court of Appeals as a division of the Nooksack Tribal Court; and

WHEREAS, Title 80, Section 80.02.020 provides that the Court of Appeals shall be composed of a roster of eligible judges approved by the Nooksack Tribal Council and that a panel of three judges shall be selected as needed from that roster of eligible judges to hear each case; and

WHEREAS, the Council determines it is necessary for appellate judges in the Nooksack Tribal Courts to establish on-going familiarity with the Nooksack Tribal Law, to include existing and future legislation, Nooksack Tribal case law, and other laws affecting the territory and citizens of the Nooksack Indian Tribe.

WHEREAS, the Council intends to contract with the Northwest Intertribal Court of Appeals (NICS) to administer the Nooksack Court of Appeals and has developed eligibility requirements so that NICS and the list of individuals below are qualified to serve on the Nooksack Court of Appeals

NOW THEREFORE BE IT RESOLVED, that the Tribal Council hereby approves that NICS will choose a panel of three judges for each appeal from this list of individuals: Lisa Atkinson, Randy Doucet, Douglas Nash, Eric Nielsen, Mark Pouley, Dan Raas and Gregory Silverman ; and

BE IT FURTHER RESOLVED that NICS shall assign Judges appointed by the Tribal Council to cases in such a manner as to promote efficient handling of the Tribal Court's docket and to ensure that each panel of judges reflects the maximum practicable experience in the interpretation of Nooksack Tribal law;

BE IT FURTHER RESOLVED that, under Title 80, 80.02.030, the Tribal Council shall appoint a Chief Judge for cases heard by the Nooksack Tribal Court of Appeals, and that the Tribal Council appoints Eric Nielsen as the Chief Judge for the Nooksack Court of Appeals. If Eric Nielsen is unable to hear an appeal NICS shall select a Chief Judge from each three judge appellate panel, based on seniority in hearing Nooksack Tribal Court cases, and two Associate Judges to hear and decide the appeal; and

BE IT FURTHER RESOLVED, that the Chairman (or Vice-Chairman in his absence) is hereby authorized and directed to execute this resolution and any documents connected here within, and the Secretary is authorized and directed to execute the following certification.

CERTIFICATION

I, the undersigned do hereby certify that the Nooksack Tribal Council is composed of eight (8) members, of which 8 (8) were present, constituting a quorum of a duly called meeting thereof held on this 30 day of May 2013 on lands held by the Nooksack Indian Tribe, and that the above Resolution #13-82 approving the Nooksack Court of Appeals Appointment was duly enacted by the Council Members vote of: 7 FOR, 0 OPPOSED, and 0 ABSTENTIONS, and since its approval this resolution has not been altered, rescinded, or amended in any way.

Dated this 30 day of May 2013


Robert Kelly, Chairman
Nooksack Tribal Council

ATTEST:



Rudy St. Germain, Secretary
Nooksack Tribal Council

EXHIBIT B



NOOKSACK TRIBAL COUNCIL

4979 Mt. Baker Hwy, Suite G.
PO Box 157
Deming, WA 98244

RESOLUTION #13- 81
May 30, 2013

TITLE: NORTHWEST INTERTRIBAL COURT SYSTEM SOVEREIGN IMMUNITY COVERAGE

WHEREAS, the Nooksack Tribal Council is the governing body of the Nooksack Tribe of Indians, a recognized tribe under the Treaty of 1855, in accordance with its Constitution and By-Laws approved by the Deputy Assistant Secretary of Indian Affairs on September 23, 1973, and in accordance with the Indian Reorganization Act of June 18, 1934; and

WHEREAS, the health, safety, welfare, education, economic and employment opportunity, and preservation of cultural and natural resources are primary goals and objectives of the Nooksack Indian Tribe; and

WHEREAS, on February 14, 2013 the Nooksack Tribal Council adopted Resolution 13-24 contracting with the Northwest Intertribal Court System ("NICS") to serve as the Nooksack Court of Appeals as a division of the Nooksack Tribal Court pursuant to Title 80 of the Nooksack Tribal Code governing its Court of Appeals; and

WHEREAS, the agreement between NICS and the Nooksack Tribal Council requires the adoption of a resolution that affirms NICS staff and judges when acting as the Nooksack Court of Appeals pursuant to the agreement is protected by the Sovereign Immunity of the Nooksack Indian Tribe; and


NOW THEREFORE BE IT RESOLVED, that the Tribal Council hereby affirms that the Northwest Intertribal Court System's staff and judges, when acting as the Nooksack Court of Appeals, within the scope of their duties, is a division of the Nooksack Tribal Court, and therefore is protected by the Nooksack Indian Tribe's sovereign immunity in the same way the Nooksack Tribal Court; and

BE IT FURTHER RESOLVED, that the Chairman (or Vice-Chairman in his absence) is hereby authorized and directed to execute this resolution and any documents connected here within, and the Secretary is authorized and directed to execute the following certification.

CERTIFICATION

I, the undersigned do hereby certify that the Nooksack Tribal Council is composed of eight (8) members, of which 8 were present, constituting a quorum of a duly called meeting thereof held on this 30th day of May 2013 on lands held by the Nooksack Indian Tribe, and that the above Resolution #13- 81 approving the *Northwest Intertribal Court System Sovereign Immunity Coverage* was duly enacted by the Council Members vote of: 7 FOR, 0 OPPOSED, and 0 ABSTENTIONS, and since its approval this resolution has not been altered, rescinded, or amended in any way.

Dated this 30 day of May 2013


Robert Kelly, Chairman
Nooksack Tribal Council

ATTEST:



Rudy St. Germain, Secretary
Nooksack Tribal Council

EXHIBIT C

APPELLATE SERVICES AGREEMENT

BETWEEN THE NOOKSACK INDIAN TRIBE

and

THE NORTHWEST INTERTRIBAL COURT SYSTEM

I. Nature of Services

This is a professional services agreement by and between the Northwest Intertribal Court System, 20818 – 44th Ave W, Suite 120, Lynnwood, WA 98036-7709 (hereinafter referred to as "NICS") and the Nooksack Indian Tribe, Tribal Court, P.O. Box 157, Deming, WA 98244 (hereinafter referred to as "the Tribe"). NICS and the Tribe agree to perform their respective scope of work and responsibilities as set forth in this Agreement for the purpose of having the NICS judges and staff provide judicial and court administration services requested by the Tribe.

II. Term

This Agreement shall take effect upon the signature of the authorized representatives of both NICS and the Tribe and shall remain in effect until December 31, 2016 or termination of this Agreement in writing, whichever occurs first, provided however that if NICS still has obligations pending under this Agreement as of December 31, 2016 and no new Agreement between NICS and the Tribe has taken effect, all terms, conditions and obligations of this Agreement shall remain in effect in regards to those pending obligations until such time as those pending obligations have been performed or a new Agreement takes effect which supersedes this Agreement.

III. Scope of Work

The NICS judges and staff agree to perform the following judicial and court services:

A. NICS staff shall

1. Process notices of appeal received from the Tribal Court.
2. Review the record and documentation received from the Tribal Court for completeness, organization and accuracy.
3. Conduct an initial assessment of the notice of appeal, case file and relevant codes to determine whether the appeal is timely, meets other procedural requirements, and presents a valid issue for appeal.
4. Assemble a panel of three judges (unless Tribal code or court rules specify a different number of judges for an appeal) approved and selected by the Tribe to hear each appeal from the list of judges appointed by the Tribal Council who maintains professional services agreements with NICS.
5. Assist the Tribe's Clerk of the Court in efficiently maintaining and improving court files and procedures.
6. Produce itemized billing statements for the Tribe on a quarterly basis.

B. NICS Judges shall:

1. Act as appellate judges to hear cases appealed from the Tribal Court.
2. Comply with all judicial standards of conduct, court rules, and other provisions of Tribal law applicable to the administration and proceedings of the Tribal Court of Appeals.
3. Be reasonably available for hearings and deciding such scheduled and unscheduled

matters as may arise.

4. Conduct legal research and writing necessary and appropriate to render a decision in a case.
5. Prepare and issue all necessary and appropriate orders and opinions in a timely manner.
6. Assist the Tribe's Clerk of the Court in efficiently maintaining and improving court files and procedures.

IV. Responsibilities of the Tribe

The Tribe agrees to perform the following activities in a timely manner:

- A. Provide NICS a resolution of the Tribal Council that includes a current list of eligible judges or a description of the eligibility requirements for judges who are to serve the Tribe under this Agreement, unless such eligibility requirements are already set forth in a duly adopted ordinance of the Tribe. The Tribe may update the list of eligible judges or the eligibility requirements at any time during which this Agreement is in effect and such updated list or requirements shall govern all future case assignments, but such action shall not result in the removal of a judge previously deemed eligible from any case to which that judge has already been assigned.
- B. Adopt and provide to NICS a Tribal resolution or statutory provision that affirms that NICS, NICS staff, and any NICS judge hearing and deciding any matter on behalf of the Tribe is protected by the Tribe's sovereign immunity.
- C. Provide NICS with a legible copy on 8½ inch x 11 inch paper, accurately tabbed and indexed, of the trial court file and all related documents filed in the relevant tribal court

- pertaining to cases submitted to NICS during the term of this Agreement.
- D. Provide NICS four copies of a compact disc or cassette tape of the audio recording of any trial or hearing relevant to the issues raised by the appeal.
 - E. Upon request, provide NICS current copies and archival copies of the Tribal Constitution and any codes, resolutions, regulations, policy manuals, court rules and procedures, etc. that may be relevant to the review and disposition of any case assigned to NICS under this agreement.
 - F. Have its own Tribal Court clerk serve as the point of contact for the filing of all notices, motions, briefs and other pleadings and communications by the parties.
 - G. Transmit to NICS any notice, motion, brief, or other pleading or filing in any case assigned to NICS within two business days of the filing of such notice, motion, brief or other pleading or filing in the Tribal Court.
 - H. Immediately file any order or opinion issued by a judge or appellate panel under this Agreement; promptly mail to or otherwise serve upon the parties in a manner consistent with the Tribal code copies of such orders and opinions bearing the Tribal Court's "date-filed" stamp; and transmit to NICS proof of filing and service of such orders and opinions within two business days of receipt of such order or opinion.
 - I. Provide necessary support staff and materials to assist the judge(s) in scheduling, conducting hearings and preparing and preserving the court records.

V. Compensation

The Tribe agrees to compensate NICS for professional services rendered in the manner set forth below:

- A. For judicial services, one hundred fifty dollars (\$150.00) per hour per judge. The Tribe

understands that this rate may exceed the amount actually paid to the judges.

- B. For judges' travel time, twenty five dollars (\$25.00) per hour per judge.
 - C. If judges are required to appear in person on the reservation for any reason, in lieu of the hourly fees described in paragraphs V.A and V.B, the fee shall be a flat rate of twelve hundred dollars (\$1,200.00) per judge per day, including travel days.
 - D. Travel expenses for judges and NICS staff, including airfare, car rental, lodging and meals (or federal per diem as applicable), with private automobile mileage to be billed at the applicable federal Government Services Administration rate.
 - E. An administrative fee in an amount equal to twenty five percent (25%) of the total cost of each case.
 - F. The Tribe and NICS agree that the administrative fee and any difference between the hourly rate billed for judicial services and the rate actually paid to the judges represent compensation to NICS in lieu of direct fees and charges the Tribe would otherwise have to pay to NICS as compensation for NICS' staff time and employee benefits; rent and utilities; computer and telecommunications equipment and services; office supplies; actual costs for expenses such as long-distance telephone and fax charges, telephonic hearings and conference calls, postage, copying, etc.; bookkeeping, accounting and other professional services; and other overhead and costs associated with maintaining the staffing and infrastructure necessary to operate a court of appeals in a timely and effective manner.
 - G. NICS shall submit an itemized payment request to the Tribe on a quarterly basis or within thirty (30) days upon termination of this Agreement.
 - H. The Tribe shall remit payment in full to NICS within thirty (30) days of receipt of payment
- Appellate Services Agreement 2012-2016

request. The Tribe shall be under no obligation to pay NICS for judicial services and costs not included in the invoice for the quarter during which such services and costs were actually provided or incurred.

\$ 9999.00 *AV*

- I. This contract cannot exceed ~~\$2,000~~ per year without prior approval of the Tribe.

VI. Publication of Appellate Court Opinions

The Tribe and NICS agree that NICS may publish opinions and orders of the Tribe's Court of Appeals in print and electronic format consistent with any relevant provisions of the tribal code and consistent with NICS' policies and practices regarding publication of opinions and orders from other tribal courts of appeal administered by NICS.

VII. Termination and Modification

This Agreement may be terminated by either party by giving twenty (20) calendar days written notice to the other party. Notice shall be sufficiently given if it is delivered by hand or certified mail, return receipt requested, postage pre-paid, to the address of the other party as set forth in the first paragraph of this Agreement. Unless mutually agreed, termination shall not cancel or otherwise affect the scope of work and responsibilities of either party as they apply to cases that the Tribe has submitted to NICS under this agreement prior to the other party's receipt of a notice of termination. The Tribe agrees to pay for all services and expenses under this contract, as defined in Section V above, incurred prior to and including the date of termination of this contract, and all services and expenses as defined in Section V above, including such post-termination expenses and services as are necessary to enable NICS to render a final disposition of any cases or other matters commenced prior to termination of this contract. This Agreement may be modified at any time by a written

instrument signed by the duly authorized representative of each party to this Agreement and such modification shall become effective upon signing by the duly authorized representative of both parties. This Agreement may not be modified in any manner except as set forth in this paragraph.

VIII. Waiver

Any waiver by any party with regard to any of its rights hereunder shall be in writing and shall not constitute to act as a waiver to any future rights that such party might have.

By:   1/30/14 12/12/12
Katherine Cnrete, GSE
Date
For: Nooksack Indian Tribe


By:  2/5/14
Dan Kamkoff
Date
Executive Director
For: Northwest Intertribal Court System

EXHIBIT D

**AMENDMENT NUMBER ONE (1) TO APPELLATE SERVICES AGREEMENT BETWEEN
THE NOOKSACK INDIAN TRIBE AND THE NORTHWEST INTERTRIBAL COURT SYSTEM**

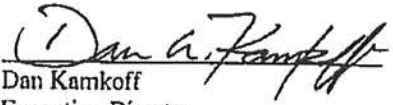
This Amendment Number One (1) to the Appellate Services Agreement executed on March 13, 2013 between the Northwest Intertribal Court System, hereinafter called NICS, and the Nooksack Indian Tribe, hereinafter called the Tribe, make the following modifications to the Agreement:

The following subparagraph shall replace Section V.I of the Agreement:


This contract cannot exceed \$ 20,000.00 in a calendar year without prior approval by the Tribe.

All other terms and conditions of the agreement remain the same.

The Parties have duly executed this Amendment # 1 as of the dated of the Tribe's signature.


Dan Kamkoff
Executive Director
For: Northwest Intertribal Court System

3/27/14
Date


Katherine Canete
General Manager
Nooksack Indian Tribe

3/3/2014
Date

EXHIBIT E

Northwest Intertribal Court System

20818 44th Ave West, suite 120
Lynnwood, WA 98036-7709
(425) 774-5808 phone (425) 744-7704 fax

INVOICE

May 1, 2014

1-1-2014 thru 3-31-2014

TO: **Nooksack Indian Tribe**
Tribal Court
PO Box 157
Deming, Wa 98244

			Rate	Hours	
Case	Lomeli v Kelly	2013 CI-CL-001			
	Judicial Service		150.00	3.10	465.00
	Judicial Service		25.00	0.00	0.00
	Travel Reimbursement				380.82
Case	Roberts v Kelly	2013 CI-CL-003			
	Judicial Service		150.00	25.65	3,847.50
	Judicial Service		25.00	0.00	0.00
	Travel Reimbursement				0.00
Case	Adams v Kelly	2013 CI-CL-006			
	Judicial Service		150.00	4.30	645.00
	Judicial Service		25.00	0.00	0.00
	Travel Reimbursement				0.00

Total Judicial Services 5,338.32

25% Administrative Fee 1,334.58

Invoice Total **6,672.90**



*mailed
8-28-14*

Please include invoice copy with payment and make checks payable to:
Northwest Intertribal Court System

NOOKSACK INDIAN TRIBE

142345

Payee NORTHWEST INTERTRIBAL COURT SY
Vendor ID NWICS Account #.

142345
9/17/2014

Invoice	Description	Discount	Amount
PO 69585.1	#12-11-228 1/1/14 THRU 3/31/14	\$0.00	\$6,672.90
9585.2	#12-11-228 4/1/14 THRU 6/30/14	\$0.00	\$2,887.50
Total :		\$0.00	\$9,560.40

NOOKSACK INDIAN TRIBE

5016 DEMING ROAD
P. O. BOX 157
DEMING, WA 98244
PH (360) 592-5176

Bank of America

19-2-1250

142345

142345

***Nine Thousand Five Hundred Sixty and 40/100 Dollars

DATE
9/17/2014

AMOUNT
\$9,560.40

THE
ORDER
IF

NORTHWEST INTERTRIBAL COURT SY
20818 44TH AVE WEST
SUITE 120
LYNNWOOD, WA 98036



[Signature]
AUTHORIZED SIGNATURE

Security features. Details on back.

⑈ 142345 ⑈ ⑆ 125000024⑆ 000062489810⑈

DEPOSIT TICKET
FOR CLEAR COPY, PRESS FIRMLY

DATE 9-22-2014

CURRENCY	DOLLARS	CENTS
COINS		
CHECKS (SEE BACK SEPARATELY)		
Nooksack 9560.40		
TOTAL 9560.40		

PLEASE BE SURE ALL ITEMS ARE PROPERLY ENDORSED

19-2/1250 WA
010108

TOTAL
ITEMS

CHECKS AND OTHER ITEMS
ARE RECEIVED FOR DEPOSIT
SUBJECT TO THE PROVISIONS
OF THE UNIFORM COMMER-
CIAL CODE OR ANY APPLI-
CABLE COLLECTION AGREEMENT
DEPOSITS MAY NOT BE AVAIL-
ABLE FOR IMMEDIATE WITH-
DRAWAL

NORTHWEST INTERTRIBAL COURT SYSTEM
20818 44TH AVE. W STE# 120
LYNNWOOD, WA 98036

Bank of America

Edmonds 010108
Washington

\$

9560.40

2014
Jan-Mar
6672.90
Apr-June
2887.50

Northwest Intertribal Court System

20818 44th Ave West, suite 120
Lynnwood, WA 98036-7709
(425) 774-5808 phone (425) 744-7704 fax

INVOICE

August 13, 2013

4-1-2014 thru 6-30-2014

**TO: Nooksack Indian Tribe
Tribal Court
PO Box 157
Deming, Wa 98244**

			Rate	Hours	
Case	Lomeli v Kelly	2013 CI-CL-001			
	Judicial Service		150.00	15.40	2,310.00
Case	Judicial Service		150.00	0.00	0.00
Case	Judicial Service		150.00	0.00	0.00
Case	Judicial Service		150.00	0.00	0.00
Total Judicial Services					2,310.00
25% Administrative Fee					577.50
Invoice Total					2,887.50



*mailed
8-28-14*

Please include invoice copy with payment and make checks payable to:
Northwest Intertribal Court System

NOOKSACK INDIAN TRIBE

Payee NORTHWEST INTERTRIBAL COURT SY
Vendor ID NWICS Account #

142345

142345

9/17/2014

Invoice	Description	Discount	Amount
PO 69585.1	#12-11-228 1/1/14 THRU 3/31/14	\$0.00	\$6,672.90
9585.2	#12-11-228 4/1/14 THRU 6/30/14	\$0.00	\$2,887.50
Total :		\$0.00	\$9,560.40

NOOKSACK INDIAN TRIBE

5016 DEMING ROAD
P. O. BOX 157
DEMING, WA 98244
PH. (360) 592-5176

Bank of America

19-2-1250

142345

142345

****Nine Thousand Five Hundred Sixty and 40/100 Dollars

DATE

9/17/2014

AMOUNT

\$9,560.40

TO THE
ORDER
OF

NORTHWEST INTERTRIBAL COURT SY
20818 44TH AVE WEST
SUITE 120
LYNNWOOD, WA 98036



[Signature]
AUTHORIZED SIGNATURE

Security features Details on back.

⑈ 142345 ⑈ ⑆ 125000024 ⑆ 000062489810 ⑈

DEPOSIT TICKET
FOR CLEAR COPY, PRESS FIRMLY

DATE 9-22-2014

CURRENCY	DOLLARS	CENTS
COINS		
CHECKS		
NookSack 9560.40		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
TOTAL		9560.40
PLEASE BE SURE ALL ITEMS ARE PROPERLY ENDORSED.		

19-2 1250 WA
010108

TOTAL
ITEMS

CHECKS AND OTHER ITEMS
ARE RECEIVED FOR DEPOSIT
SUBJECT TO THE PROVISIONS
OF THE UNIFORM COMMERCIAL
CODE OR ANY APPLICABLE
COLLECTION AGREEMENT.
DEPOSITS MAY NOT BE AVAILABLE
FOR IMMEDIATE WITHDRAWAL.

NORTHWEST INTERTRIBAL COURT SYSTEM
20818 44TH AVE W STE# 120
LYNNWOOD, WA 98036

Bank of America

Edmonds 010108
Washington

\$

9560.40

2014
Jan-Mar
6672.90
Apr-June
2887.50

Northwest Intertribal Court System

20818 44th Ave West, suite 120
Lynnwood, WA 98036-7709
(425) 774-5808 phone (425) 744-7704 fax

INVOICE

7-1-2014 thru 9-30-2014

**TO: Nooksack Indian Tribe
Tribal Court
PO Box 157
Deming, Wa 98244**

		Rate	Hours	
Case	Belmont v Kelly			
	Judicial Service	2014-CI-APL-003		
		150.00	3.15	472.50
Case	Judicial Service	150.00	0.00	0.00
Case	Judicial Service	150.00	0.00	0.00
Case	Judicial Service	150.00	0.00	0.00
Total Judicial Services				472.50
25% Administrative Fee				118.13
Invoice Total				590.63



*mailed
11-4-2014
(EW)*

Please include invoice copy with payment and make checks payable to:
Northwest Intertribal Court System

NOOKSACK INDIAN TRIBE

143489

Payee NORTHWEST INTERTRIBAL COURT SY
Vendor ID NWICS Account #:

143489
11/13/2014

Invoice	Description	Discount	Amount
PO 70708	2014-CI-APL-003 7/1/14-9/30/14	\$0.00	\$590.63
Total :		\$0.00	\$590.63

NOOKSACK INDIAN TRIBE

5016 DEMING ROAD
P. O. BOX 157
DEMING, WA 98244
PH. (360) 592-5176

Bank of America



19-2-1250

143489

143489

****Five Hundred Ninety and 63/100 Dollars

DATE
11/13/2014

AMOUNT
\$590.63

PAY TO THE ORDER OF
NORTHWEST INTERTRIBAL COURT SY
20818 44TH AVE WEST
SUITE 120
LYNNWOOD, WA 98036



[Signature]
AUTHORIZED SIGNATURE

Security features Details on back

⑈ 143489 ⑈ ⑆ 125000024⑆ 000062489810 ⑈

DEPOSIT TICKET
FOR CLEAR COPY, PRESS FIRMLY

DATE	12-30-14
CURRENCY	DOLLARS
COINS	CENTS
CHECKS LIST EACH SEPARATELY	
1 Nooksack	
2	
3	
4	59063
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
PLEASE RE-ENTER TOTAL HERE	TOTAL 59063

NORTHWEST INTERTRIBAL COURT SYSTEM
20818 44TH AVE W STE# 120
LYNNWOOD WA 98036

Bank of America

Edmonds 010108
Washington

\$

19-2-1250 WA
010108

TOTAL
ITEMS 1

CHECKS AND OTHER ITEMS
ARE RECEIVED FOR DEPOSIT
SUBJECT TO THE PROVISIONS
OF THE UNIFORM COMMERCIAL
CODE OR ANY APPLICABLE
COLLECTION AGREEMENT.
DEPOSITS MAY NOT BE AVAIL-
ABLE FOR IMMEDIATE WITH-
DRAWAL.

590.63

APL
7/1/14 -
9/30/14

EXHIBIT F

IN THE NOOKSACK TRIBAL COURT OF APPEALS

In re: Gabriel S. Galanda, pro se, Anthony S.
Broadman, pro se, and Ryan D. Dreveskracht,

Petitioners,

v.

Nooksack Tribal Court,

Respondent,

and

Nooksack Indian Tribe,

Real Party in Interest.

Trial Court No. 2016-CI-CL-002

PETITION FOR WRIT OF MANDAMUS

I. RELIEF REQUESTED

Gabriel S. Galanda, *pro se*, Anthony S. Broadman, *pro se*, and Ryan D. Dreveskracht, *pro se* ("Petitioners"), petition this Court for a peremptory Writ of Mandamus reversing the Nooksack Tribal Court or Court Clerk's unsigned April 1, 2016, letter order ("Order") rejecting Petitioners' Complaint and Motion for Injunctive and Declaratory Relief ("Motion") and instructing the Tribal Court Clerk to file Petitioners' Complaint and Motion and set a hearing on that Motion immediately. This Petition is offered by each Petitioner on his own behalf, *pro se*; it is not intended to be and should not be construed as the practice of law or transaction of business within the jurisdiction of the Nooksack Tribe.

II. ISSUES PRESENTED

Whether the Tribal Court or Court Clerk clearly erred in rejecting Petitioners' Complaint and Motion for filing since the Tribal Court previously authorized Petitioners to file a *pro se* complaint with the Nooksack Tribal Court to challenge their disbarment by the Nooksack Tribal Council.

III. ARGUMENT

Appellate courts typically analyze five factors in determining the propriety of mandamus:

- (1) Whether the party seeking the writ has no other adequate means, such as a direct appeal, to attain the relief he or she desires¹;
- (2) Whether the petitioner will be damaged or prejudiced in a way not correctable on appeal. (This guideline is closely related to the first);
- (3) Whether the lower court's order is clearly erroneous as a matter of law;
- (4) Whether the lower court's order is an oft-repeated error, or manifests a persistent disregard of applicable rules; and
- (5) Whether the district court's order raises new and important problems, or issues of law of first impression.

Bauman v. United States Dist. Court, 557 F.2d 650, 654-55 (9th Cir. 1977) (citations omitted).²

These factors are only guidelines and raise questions of degree, including how clearly erroneous the Tribal Court/Clerk's Order is as a matter of law and how severe the damage to the Petitioners will be without relief. *Id.* at 655. Furthermore, these factors

¹ If the Tribal Court's Order, appended here as Appendix A, is final and appealable, this Petition may alternatively be treated as a Notice of Appeal pursuant to N.T.C. Title 80.

² While N.T.C. Title 80 is silent regarding extraordinary writs, the Nooksack Judiciary possesses Constitutional grant of jurisdiction "to authorize the issuance of a writ of mandamus[.]" *Lomeli v. Kelly*, No. 2013-CI-APL-002, at 12 (Nooksack Ct. App. Jan. 15, 2013).

need not all point the same way or even all be applicable in cases where relief is warranted. *Id.* The existence of clear error as a matter of law, however, is dispositive. *Calderon v. United States Dist. Court*, 98 F.3d 1102, 1105 (9th Cir. 1996).

The *Bauman* factors favor immediate issuance of the Writ.

As to factors (1) and (2), Petitioners have no other adequate means to obtain relief, and cannot obtain review by direct appeal from a judgment after trial. If the Order stands, there will be no trial. The Tribal Court/Clerk has apparently filed Petitioners' Complaint by assigning a cause number—two in fact—to it. *See* Appendix A. It appears the Tribal Court/Clerk then unfiled Petitioners' Complaint, or deemed it to have not been filed, and returned to it to Petitioners. *Id.* The harm – permanent, unreviewable disqualification from the practice of law before the Nooksack Tribal Court without any process, and the concomitant harm to Petitioners and hundreds of their tribal member clients – has already occurred and is otherwise not reviewable. By design, the Tribal Court/Clerk's action deprives Petitioners of a final reviewable judgment in this case.

Factor (3), clear legal error, is satisfied and dispositive. The Order is clearly legally wrong because it directly contradicts the Tribal Court's Order of March 21, 2016.

There the Tribal Court ordered:

[I]t is up to [Petitioners], who may face significant jeopardy in their legal practice and careers as a result of Resolution #16-28, to decide whether to seek redress and, if so, how – through the Tribal Council, the Tribal Court, or Otherwise. [. . .] the [Petitioners] have not lost their right to self representation in the matter.”

Belmont v. Kelly, No. 2014-CI-CL-007, at 5, n.3 (Mar. 21, 2016).

In other words, the Tribal Court authorized Petitioners, appearing *pro se* on their own behalves, to file the Complaint at issue. Ten days later, the Tribal Court/Clerk ordered the exact opposite:

The Clerk's Office has sought the advice of legal counsel regarding whether a lawyer who is acting *pro se* is "practicing in tribal court," prohibited by Resolution #16-28. In the interim or until such time as the Nooksack Tribal Council takes further action, the Tribal Court is bound by Resolution #16-28 barring you from practicing in Nooksack Tribal Court.

Order, at 1.³ Because there is a clear error of law and no adequate procedural remedy, the Court need not look further. Again, a clear error of law is dispositive.

Bauman factor (4) is also satisfied, as the Tribal Court/Clerk's Order reflects a patent disregard of applicable rules. The Order, again, is completely inconsistent with the Tribal Court's direction to Petitioners that they could participate in this case *pro se*.

Bauman factor (5) is also satisfied. The matter at bar is a new, important problem of first impression. The Tribal Court Clerk, apparently in *ex parte* consultation with opposing counsel, appears to be making decisions regarding Petitioners' case. See Appendix B. Further, based on the wording of the Order and the general silence of the Tribal Court, it appears there is no longer a Tribal Court Chief Judge, yet profound decisions related to Petitioners are being made by opposing counsel in concert with Tribal Court staff. *Id.*; see also Appendix C. The harm to Petitioners is immeasurable; but the more profound harm is to Petitioners' clients,⁴ who are the real targets of this strategic disqualification.

Petitioners are not aware of any situation like this. It is a matter of first impression for a Tribal Court to be silenced, if not shut down, by some other branch of

³ The Order also discusses two different cause numbers that the Tribal Court accuses Petitioners of mistakenly using. These cause numbers, and any apparent deficiency in their use, was the handiwork of someone other than Petitioners or any person assisting Petitioners with filing. Petitioners had no role in the numbering of causes of action in the Nooksack Tribal Court. Indeed, the Clerk assigns cause numbers.

⁴ While Petitioners do not represent anyone before the Nooksack Tribal Court, and again, make this appearance *pro se*, Petitioners remain counsel of record everywhere but the Nooksack Tribal Court and within the jurisdiction of the Nooksack Tribe, for hundreds of enrolled Nooksacks that the Kelly Faction—now aided and abetted by legal counsel providing advice to the Court Clerk—continues to target for disenrollment.

government, to tactically silence the advocates of a political minority, all without any due process.


IV. CONCLUSION

Petitioners respectfully request that this Court issue a peremptory Writ of Mandamus reversing the Nooksack Tribal Court/Clerk's Order rejecting Petitioners' Motion and instructing the Tribal Court Clerk to file Petitioners' Complaint and Motion and set a hearing on that Motion immediately.

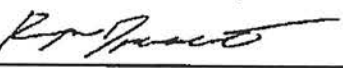
Respectfully submitted this 6th day of April, 2016.



Gabriel S. Galanda, *pro se*



Anthony S. Broadman, *pro se*



Ryan D. Dreveskracht, *pro se*



Gabe Galanda <gabe@galandabroadman.com>

FW: Scanned from a Xerox multifunction device

1 message

Deanna Francis <DFrancis@nooksack-nsn.gov>

Tue, Apr 5, 2016 at 11:59 AM

To: Gabriel Galanda <gabe@galandabroadman.com>

Cc: AB <anthony@galandabroadman.com>, Ryan Dreveskracht <ryan@galandabroadman.com>, Ray Dodge <rdodge@nooksack-nsn.gov>, "Rickie W. Armstrong" <rmstrong@nooksack-nsn.gov>, "Thomas P. Schlosser (t.schlosser@msaj.com)" <t.schlosser@msaj.com>, "r.jackson@msaj.com" <r.jackson@msaj.com>, "michelle.roberts3012@gmail.com" <michelle.roberts3012@gmail.com>, Susan Alexander <salexander@nooksack-nsn.gov>

Mr. Galanda:

1. Please find attached Letter re: Galanda, et. al. v. Bernard, et. al., Case No. 2016-CI-CL-001 [sic], Galanda, et. al. v. Bernard, et. al., Case No. 2016-CI-CL-002, your complaint and motion.
2. As we previously advised, the Court is bound by Resolution #16-28. Neither you nor any of the members of your firm are permitted to practice in Tribal Court. Your Complaint and Motion have been rejected, and Galanda v. Bernard is not pending with the Court.

Respectfully,
Deanna Francis
Nooksack Tribal Court Clerk

-----Original Message-----

From: helpdesk@nooksack-nsn.gov [mailto:helpdesk@nooksack-nsn.gov]
Sent: Monday, April 06, 2015 11:50 AM
To: Deanna Francis <DFrancis@nooksack-nsn.gov>
Subject: Scanned from a Xerox multifunction device

Please open the attached document. It was scanned and sent to you using a Xerox multifunction device.

Sent by: [helpdesk@nooksack-nsn.gov]
Attachment File Type: pdf, Multi-Page

Device Serial Number: XKP534997
multifunction device IP Address: 10.20.30.100

For more information on Xerox products and solutions, please visit <http://www.xerox.com>



Scanned from a Xerox multifunction device.pdf
126K

APPENDIX A



Nooksack Indian Tribe

Nooksack Tribal Court
5016 Deming Rd.
Deming, WA 98244

April 1, 2016

Gabriel S. Galanda
Anthony S. Broadman
Ryan D. Dreveskracht
PO Box 15146
Seattle, WA 98115

Re: *Galanda, et. al. v. Bernard, et. al.*, Case No. 2016-CI-CL-001 [sic]
Galanda, et. al. v. Bernard, et. al., Case No. 2016-CI-CL-002

Gentlemen:

Enclosed are your original Complaint and Motion for Injunctive and Declaratory Relief. These documents, which were filed on the day before a Court holiday, are rejected for the following reasons:

1. The motion and the complaint should not have had two different cause numbers, because they are the same matter.
2. Because they are the same matter, the time limits established in NTC 10.05.040 apply. Your Motion was therefore improperly noted and will not be set for hearing. Pursuant to NTC 10.05.030(c), the Court Clerk is charged with setting hearings. For a complaint filed against the Nooksack Indian Tribe or its officers, employees or agents, the answer shall be due within 60 days, exclusive of the day of service, and no hearing may be set until 14 days after the deadline for filing the answer. NTC 10.05.040(b)(i), 10.05.040(f). The earliest a motion could be heard, if the Complaint had not been rejected, is 74 days after the date of service of the Complaint on the Tribal employees/agents.
3. You have captioned this matter, and are appearing as, "pro se plaintiffs." However, you also assert in your complaint that each of you are admitted to the practice of law in Washington. The Clerk's Office has sought the advice of legal counsel regarding whether a lawyer who is acting pro se is "practicing in tribal court," prohibited by Resolution #16-28. In the interim, or until such time as the Nooksack Tribal Council takes further action, the Tribal Court is bound by Resolution #16-28 barring you from practicing in Nooksack Tribal Court.

A refund of the filing fees will be processed shortly.

03-24-16A10:38 RCVD

Betty Leathers

03-24-16A10:38 RCVD

IN THE NOOKSACK TRIBAL COURT

GABRIEL S. GALANDA, ANTHONY S.
BROADMAN, and RYAN D.
DREVESKRACHT,

Pro Se Plaintiffs,

v.

CHARITY BERNARD, BETTY LEATHERS,
and JOHN and JANE DOES NOS. 1-5, in their
official capacities,

Defendants.

NO. 2016-CI-CL-179 ^{SL}

MOTION FOR INJUNCTIVE AND
DECLARATORY RELIEF

I. INTRODUCTION

Defendants are violating and will violate the Indian Civil Rights Act, the Nooksack Indian Tribe's Constitution, and other Nooksack and federal laws. Defendants have attempted to bar or disbar Plaintiffs pursuant to an unlawful Tribal Council Resolution, and, by doing so, Defendants are acting unlawfully. Defendants have also attempted to exclude or expel Plaintiffs from conducting business at Nooksack by acting and threatening to act in furtherance of an unlawful business licensure policy, and, by doing so, Defendants are also acting unlawfully. Plaintiffs have been denied, and are being denied, due process and equal protection. Plaintiffs have been harmed, and continue to be harmed. Unless and until Defendants are enjoined from acting unlawfully and declaratory relief is issued, Plaintiffs will continue to be harmed.

03-24-16A10:38 RCVD

Betty Leathers

IN THE NOOKSACK TRIBAL COURT

GABRIEL S. GALANDA, ANTHONY S.
BROADMAN, and RYAN D.
DREVESKRACHT,

Pro Se Plaintiffs,

v.

CHARITY BERNARD, BETTY LEATHERS,
and JOHN and JANE DOES NOS. 1-5, in their
official capacities,

Defendants.

NO. 2016-CI-CL-001

COMPLAINT

I. INTRODUCTION

1. Defendants are violating and will violate the Indian Civil Rights Act, the Nooksack Indian Tribe's ("Tribe") Constitution, and other laws of the Tribe. Defendants have attempted to bar or disbar Plaintiffs pursuant to unlawful Tribal Council Resolutions, and, by doing so, Defendants are acting unlawfully. Defendants have also attempted to exclude or expel Plaintiffs from conducting business on the Tribe's lands by acting and threatening to act in furtherance of an unlawful business licensure policy, and, by doing so, Defendants are acting unlawfully. Plaintiffs have been denied, and are being denied, due process. Plaintiffs have been harmed, and continue to be harmed. Unless and until Defendants are enjoined from acting unlawfully and declaratory relief is issued, Plaintiffs will continue to be harmed.



Gabe Galanda <gabe@galandabroadman.com>

Galanda v. Bernard: Request or Status Conference

1 message

Gabe Galanda <gabe@galandabroadman.com>

Mon, Apr 4, 2016 at 5:48 PM

To: salexander@nooksack-nsn.gov, Deanna Francis <DFrancis@nooksack-nsn.gov>

Cc: AB <anthony@galandabroadman.com>, Ryan Dreveskracht <ryan@galandabroadman.com>, Michelle Roberts <michelle.roberts3012@gmail.com>, Ray Dodge <rdodge@nooksack-nsn.gov>, "Rickie W. Armstrong" <rarmstrong@nooksack-nsn.gov>, "Thomas P. Schlosser" <t.schlosser@msaj.com>, "r.jackson@msaj.com" <r.jackson@msaj.com>

Bcc: Jacob Downs <jdowns@corrdowns.com>

Judge Alexander, Clerk Francis:

This email is not intended to be and should not be construed as the practice of law or transaction of business at Nooksack, by any of us. We offer it as Pro Se Plaintiffs, in Galanda v. Bernard.

We recognize the unorthodox nature of this email inquiry but like emails that the Court recognized circa February 24, 2016, when we emailed both the Judge and Clerks in desperate attempt to ascertain the status of our fitness to practice law at Nooksack, we submit this email to the Judge and Clerk as we are uncertain of the status of the Court and thus our recently filed pro se lawsuit and motion for injunctive and declaratory relief.

We write to inquire: (1) What is the status of our motion for injunctive and declaratory relief, which was noted for hearing last Friday? (2) What is the status of the business licensure protocols for lawyers, per the Court's March 21, 2016 Order, which were supposed to be submitted to the Court last Friday? Both of these inquiries of course relate to our desire to immediately return to the practice of law for over 270 Nooksack tribal members, in Nooksack Tribal Court. They also relate to our own civil rights and property rights, which the Court acknowledged in its March 21, 2016 Order.

We ask that a status conference with the Court be convened tomorrow or this Friday so that these inquiries can be expeditiously answered.

This unorthodox email inquiry is precipitated by the below sequence of rather unique acts or omissions concerning the Court—indeed begging overarching questions about the current state of the Court—over the last couple weeks:

- **Since March 21, 2016**—We understand that the Clerk has not yet produced Resolution Nos. 16-26, 16-27 or 16-28 to our fellow Pro Se Plaintiff Michelle Roberts, per the Court's March 2, 2016, Order. We of course have particular interest in receiving Resolution No. 16-28, now five weeks after we were apparently barred or disbarred.
- **Week of March 28, 2016**—Our office repeatedly called the Clerks regarding whether our motion for injunctive and declaratory relief would be heard by the Court with or without oral argument on April 1, 2016, as noted. Although over the last three years of litigation our office has routinely been able to speak with the Clerks, or leave messages and receive return calls from the Clerks, we have been unable to leave any form of message with the Court for the last week. See Attachment A.
- **March 29-30, 2016**—Our two emails to Clerk Francis, also regarding whether our motion for injunctive and declaratory relief would be heard by the Court with or without oral argument on April 1, 2016, as noted, received no reply, even though the Clerks have routinely replied to such procedural inquiries over the last three years.
- **April 1, 2016**—When Billie Rabang attempted to file our Notice regarding the Galanda v. Bernard defendants' failure to respond to our motion for injunctive and declaratory relief by March 30, 2016—which would be the first time Tribal defendants would not have responded to a motion in the last three years—Clerk Francis called Tribal defense counsel for advice about whether to accept our Notice for filing. As we communicated in Attachment B, that seemed rather inappropriate. We would have expected her to contact

the Judge, not opposing counsel, for such advice.

- **April 1-4, 2016**--As suggested above, we have yet to receive any notice that the Tribal Attorney submitted to the Court any business licensure protocols for lawyers, per the Court's March 21, 2016 Order.
- **April 4, 2016**--The set of pro se lawsuit and motion for injunctive and declaratory relief papers that we mailed to the Court, Attn: Clerk Leathers, on March 24, 2016, were returned to sender, and received by us today. In three years, we do not recall having this happen before.

Any of these acts or omissions, in isolation, would not cause us concern, or at least enough concern to submit this email inquiry and request to the Court in this way. But in all, they worry us, not only about the status of our recently filed pro se lawsuit and motion, but also about the state of the Court. If this inquiry and request need take the more formal form of a pro se motion, please advise us at once and we will oblige. Otherwise, we hope the requested status conference can be scheduled at once, so that our inquiry and any related issues can be addressed immediately.

Thank you,

Gabriel S. Galanda
Pro Se Plaintiff, Galanda v. Bernard

Anthony Broadman
Pro Se Plaintiff, Galanda v. Bernard

Ryan Dreveskracht
Pro Se Plaintiff, Galanda v. Bernard

cc: Michelle Roberts, Pro Se Plaintiff, Belmont v. Kelly
Nooksack Tribal Attorneys

2 attachments

 **Attachment A.pdf**
135K

 **Attachment B.pdf**
180K



Gabe Galanda <gabe@galandabroadman.com>

Fwd: Galanda v. Bernard: Motion Hearing

1 message

Gabe Galanda <gabe@galandabroadman.com>

Thu, Mar 31, 2016 at 4:23 PM

To: Ray Dodge <rdodge@nooksack-nsn.gov>, "Rickie W. Armstrong" <rarmstrong@nooksack-nsn.gov>

Cc: AB <anthony@galandabroadman.com>, Ryan Dreveskracht <ryan@galandabroadman.com>

Ray, Rickie:

Your clients' response to our motion was due yesterday at noon, irrespective of the Court's handling of our inquiries, as our motion was properly noted on 6 court days' notice. Having just checked the US Post to see if perhaps you snail mailed it rather than emailed it as was our standing practice prior to our disbarment, we do not see any response brief. Unless we receive a response brief from your office via email by first thing in the morning, we will notice the Court of your clients' failure to file any response, which of course generally causes courts to grant the motion as unopposed. This is simply fair warning. And this email is offered pro se, and not as the practice of law or transaction of business at Nooksack.

Gabriel S. Galanda

----- Forwarded message -----

From: Gabe Galanda <gabe@galandabroadman.com>

Date: Wed, Mar 30, 2016 at 4:00 PM

Subject: Re: Galanda v. Bernard: Motion Hearing

To: Deanna Francis <DFrancis@nooksack-nsn.gov>

Cc: AB <anthony@galandabroadman.com>, Ryan Dreveskracht <ryan@galandabroadman.com>, Molly Jones <molly@galandabroadman.com>, salexander@nooksack-nsn.gov, Ray Dodge <rdodge@nooksack-nsn.gov>, "Rickie W. Armstrong" <rarmstrong@nooksack-nsn.gov>

Ms. Francis:

We, as pro se plaintiffs, have made several attempts to reach the Court today, in follow-up to this email below, but there has been no answer; and we have yet to receive any reply. Can you please let us know the status of our motion and any hearing thereon for this Friday? Thank you.

Gabriel S. Galanda

On Tue, Mar 29, 2016 at 9:11 AM, Gabe Galanda <gabe@galandabroadman.com> wrote:

Ms. Francis:

If you would, please let us and defense counsel know of the Court will hear our pending motion this Friday, April 1, as noted; and if so, if the Court will require oral argument.

As Messrs. Broadman, Dreveskracht and I all intend to attend any in-person hearing, we need to plan accordingly.

Thank you,

Gabriel S. Galanda

ATTACHMENT A



Gabe Galanda <gabe@galandabroadman.com>

Re: Galanda v. Bernard - Notice re Pro Se Plaintiffs' Unopposed Motion for Injunctive and Declaratory Relief

1 message

Gabe Galanda <gabe@galandabroadman.com>

Fri, Apr 1, 2016 at 10:05 AM

To: Molly Jones <molly@galandabroadman.com>

Cc: Deanna Francis <dfrancis@nooksack-nsn.gov>, salexander@nooksack-nsn.gov, Ray Dodge <rdodge@nooksack-nsn.gov>, "Rickie W. Armstrong" <rmstrong@nooksack-nsn.gov>, Anthony Broadman <anthony@galandabroadman.com>, Ryan Dreveskracht <ryan@galandabroadman.com>

Judge Alexander:

We understand that right this moment, the Court Clerk is refusing to accept or stamp-received our Notice. She is calling the Tribe's defense attorney for advice, which seems inappropriate.

Gabriel S. Galanda

On Fri, Apr 1, 2016 at 10:00 AM, Molly Jones <molly@galandabroadman.com> wrote:

Please find attached a courtesy copy of: Notice re Pro Se Plaintiffs' Unopposed Motion for Injunctive and Declaratory Relief

Hard copy to follow via U.S. Mail.

--

Molly Jones
PO Box 15146
Seattle, WA 98115
Main: 206.557.7509
Fax: 206.299.7690

This e-mail, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If the recipient of this e-mail is not a current client, receipt of this e-mail does not create an attorney-client relationship. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited (Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521). If you have received this e-mail in error, please immediately notify this firm at (206.557.7509) or the writer and permanently delete the original and any copy of any e-mail and any printout thereof.

ATTACHMENT B

4/5/2016

Galanda Broadman Mail - RE: Scanned from a Xerox multifunction device



Gabe Galanda <gabe@galandabroadman.com>

RE: Scanned from a Xerox multifunction device

1 message

Deanna Francis <DFrancis@nooksack-nsn.gov>
To: Gabe Galanda <gabe@galandabroadman.com>

Tue, Apr 5, 2016 at 3:54 PM

Mr. Galanda;

The letter came from the Court Clerk's office.

Deanna Francis

Nooksack Tribal Court Clerk

From: Gabe Galanda [mailto:gabe@galandabroadman.com]
Sent: Tuesday, April 05, 2016 2:49 PM
To: Deanna Francis <DFrancis@nooksack-nsn.gov>
Cc: AB <anthony@galandabroadman.com>; Ryan Dreveskracht <ryan@galandabroadman.com>; Ray Dodge <rdodge@nooksack-nsn.gov>; Rickie W. Armstrong <rarmstrong@nooksack-nsn.gov>; Thomas P. Schlosser (t.schlosser@msaj.com) <t.schlosser@msaj.com>; r.jackson@msaj.com; michelle.roberts3012@gmail.com; Susan Alexander <salexander@nooksack-nsn.gov>
Subject: Re: Scanned from a Xerox multifunction device

Ms. Francis:

Thank you. Then who is the unsigned letter from? You, the Judge, Mr. Dodge, or somebody else at the Tribe? Please advise.

Gabriel S. Galanda

Attorney at Law

Galanda Broadman, PLLC

m: 206.300.7801

gabe@galandabroadman.com

CONFIDENTIAL ATTORNEY WORK PRODUCT/ATTORNEY-CLIENT PRIVILEGED COMMUNICATION

This e-mail message, and any attachments thereto, are confidential, attorney work product and subject to the attorney-client communication privilege. It is intended solely for the use of the addressee(s) named herein. If

<https://mail.google.com/mail/u/0/?ui=2&ik=9fd6f55e16&view=pt&search=inbox&th=153e8a20da9b8882&siml=153e8a20da9b8882>

APPENDIX C

you are not the intended recipient or the person responsible to deliver it to the intended recipient, you are hereby advised that any dissemination, distribution or copying of this communication is prohibited (Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521). If you have received this e-mail in error, please immediately notify Galanda Broadman, PLLC, by phone at (206.557.7509) or the writer by separate email (gabe@galandabroadman.com), and permanently delete the original and any copy of the e-mail and any printout thereof. If you are not a current client, receipt of this e-mail does not create an attorney-client relationship.

On Tue, Apr 5, 2016 at 2:44 PM, Deanna Francis <DFrancis@nooksack-nsn.gov> wrote:

Mr. Galanda;

There is no second page and the letter is complete.

Sincerely,
Deanna Francis
Nooksack Tribal Court Clerk

-----Original Message-----

From: Gabriel Galanda [mailto:gabe@galandabroadman.com]
Sent: Tuesday, April 05, 2016 12:17 PM
To: Deanna Francis <DFrancis@nooksack-nsn.gov>
Cc: AB <anthony@galandabroadman.com>; Ryan Dreveskracht <ryan@galandabroadman.com>; Ray Dodge <rdodge@nooksack-nsn.gov>; Rickie W. Armstrong <rarmstrong@nooksack-nsn.gov>; Thomas P. Schlosser <t.schlosser@msaj.com> <t.schlosser@msaj.com>; r.jackson@msaj.com; michelle.roberts3012@gmail.com; Susan Alexander <salexander@nooksack-nsn.gov>
Subject: Re: Scanned from a Xerox multifunction device

Ms. Francis:

The attached letter appears incomplete. Please advise if there a second page missing from the letter and if so, please scan and email the complete letter. Or if it the letter complete at one page, please advise from whom the letter is being sent, i.e. you as Clerk, the Judge, Mr. Dodge, or somebody else at the Tribe. Thank you.

Gabriel S. Galanda
Galanda Broadman
c 206.300.7801

> On Apr 5, 2016, at 11:59 AM, Deanna Francis <DFrancis@nooksack-nsn.gov> wrote:

>

> Mr. Galanda:

>

> 1. Please find attached Letter re: Galanda, et. al. v. Bernard, et. al., Case No. 2016-CI-CL-001 [sic], Galanda, et. al. v. Bernard, et. al., Case No. 2016-CI-CL-002, your complaint and motion.

>

> 2. As we previously advised, the Court is bound by Resolution #16-28. Neither you nor any of the members of your firm are permitted to practice in Tribal Court. Your Complaint and Motion have been rejected, and Galanda v. Bernard is not pending with the Court.

>

> Respectfully,

> Deanna Francis

4/5/2016

Galanda Broadman Mail - RE: Scanned from a Xerox multifunction device

> Nooksack Tribal Court Clerk

>

>

>

>

>

>

>

>

>

> -----Original Message-----

> From: helpdesk@nooksack-nsn.gov [mailto:helpdesk@nooksack-nsn.gov]

> Sent: Monday, April 06, 2015 11:50 AM

> To: Deanna Francis <DFrancis@nooksack-nsn.gov>

> Subject: Scanned from a Xerox multifunction device

>

>

>

> Please open the attached document. It was scanned and sent to you using a Xerox multifunction device.

>

> Sent by: [helpdesk@nooksack-nsn.gov]

> Attachment File Type: pdf, Multi-Page

>

> Device Serial Number: XKP534997

> multifunction device IP Address: 10.20.30.100

>

>

> For more information on Xerox products and solutions, please visit

> <http://www.xerox.com> <Scanned from a Xerox multifunction device.pdf>

CERTIFICATE OF SERVICE

I hereby certify that on this 6th day of April, 2016, I served the foregoing Petition for Writ of Mandamus by causing it to be mailed, postage prepaid, one copy to the following individuals:

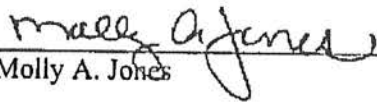
Hon. Susan M. Alexander
Nooksack Tribal Court
P.O. Box 157
Deming WA 98244

Chairman Robert Kelly
Nooksack Tribal Council
Nooksack Indian Tribe
5016 Deming Road
Deming, WA 98244

Rickie Armstrong
Ray Dodge
Tribal Attorney
Office of Tribal Attorney
Nooksack Indian Tribe
5047 Mt. Baker Hwy
P.O. Box 157
Deming, WA 98244

A copy was emailed to:

Thomas Schlosser
Morisset, Schlosser, Jozwiak & Somerville
1115 Norton Building
801 Second Avenue
Seattle, WA 98104-1509
t.schlosser@msaj.com


Molly A. Jones