



IN THE NOOKSACK TRIBAL COURT
FOR THE NOOKSACK INDIAN TRIBE
DEMING, WA

NOOKSACK INDIAN HOUSING
AUTHORITY ("NIHA"),

Plaintiffs;

v.

MARGRETTY RABANG, 5913 JOHNNY
DRIVE DEMING, WA 98244,

Defendants.

NO. 2016-CL-HSG-009

ANSWER TO COMPLAINT FOR
UNLAWFUL DETAINER

COMES NOW, Defendant Margretty Rabang ("Defendant"), in the above-entitled action, by and through Galanda Broadman PLLC, and makes this Answer to the Complaint For Unlawful Detainer ("Complaint").

Defendant reserves the right to seek leave to amend this Answer to add counter-claims, claims against third-party Defendants, or new parties.

Defendant objects to this proceeding because the Nooksack Tribal Council and the "Nooksack Indian Housing Authority" is at this time defunct, and unable "take any official action . . . because of the lack of a quorum." Nooksack Bylaws, art. II, § 4; Letter from Lawrence Roberts, Principal Deputy Assistant Secretary – Indian Affairs, U.S. Department of the Interior to Robert Kelly, Jr., Nooksack Tribal Chairman (Oct. 17, 2016), at 1. Actions taken by

1 the Council after to March 24, 2016—the last date upon which a quorum existed—are void *ab*
2 *initio*. *Id.* Thus, any post-March 24, 2016 acts of the Holdover Tribal Council—including
3 amendments to Titles 10 and 45 of the Nooksack Tribal Code—are neither binding nor
4 applicable. *Id.*

5 Defendant denies each and every allegation in the Complaint unless specifically admitted
6 herein. Without waiver of objection, Defendant further answers each allegation in the Complaint
7 as follows:

8 I. PARTIES

9 1. Defendant admits that she resides at 5913 Jonny Drive, Deming, WA 98244.
10 Defendant denies the remainder of this paragraph.

11 2. Denied. The Nooksack Tribal Council is defunct and any post-March 24, 2016,
12 acts of the Nooksack Tribal Council or its subordinate governmental entities are void *ab initio*..

13 II. JURISDICTION AND VENUE

14 3. Denied.

15 4. Defendant admits that she resides within the exterior boundaries of lands held in
16 trust by the federal government for the benefit of the Nooksack Indian Tribe. Defendant denies
17 the remainder of this paragraph.

18 III. FACTUAL ALLEGATIONS

19 5. Admitted.

20 6. Admitted.

21 7. Admitted.

22 8. Denied.

23 9. This Paragraph of the Complaint contains legal conclusions to which no response
24 is required. To the extent an answer is required, Defendant denies this allegation.

1 10. This Paragraph of the Complaint contains legal conclusions to which no response
2 is required. To the extent an answer is required, Defendant denies this allegation.

3 11. Admitted.

4 **IV. COUNT 1: UNLAWFUL DETAINER**

5 1.¹ No answer is required.

6 2. Denied.

7 3. Admitted.

8 4. Denied.

9 **V. PRAYER FOR RELIEF**

10 1. Plaintiff is not entitled to any relief.

11 2. Plaintiff is not entitled to any relief.

12 3. Plaintiff is not entitled to any relief.

13 4. Plaintiff is not entitled to any relief.

14 5. Plaintiff is not entitled to any relief.

15 **AFFIRMATIVE DEFENSES**

16 Defendant further provides the following affirmative and other defenses:

17 a. Plaintiff has failed to state a claim for which relief can be granted.

18 b. Plaintiff has violated Defendant's rights guaranteed through the Indian Civil
19 Rights Act of 1968, 25 U.S.C. § 1302(a).

20 c. Plaintiff has maliciously prosecuted Defendant.

21 d. Plaintiff's Complaint, in whole or in part, fails to state a claim against Nisqually
22 upon which relief may be granted.

23 _____
24 ¹ Sections IV and V of Plaintiff's Complaint contains multiple same-numbered paragraphs. Defendant objects to
25 this numbering, as it is confusing and misleading.

1 e. Plaintiff has not properly served the Complaint upon Defendant.

2 f. The applicable statute of limitations to any claim made against Defendant has run
3 and Plaintiffs claims, if any, are outside the limitations period and must be dismissed.

4 g. Plaintiff's claimed injuries and damages are due to actions of third parties beyond
5 the control of Defendant.

6 h. Defendant did not owe the legal duties that plaintiff alleges in the Complaint or
7 any duty Defendant owed was discharged by its reasonable conduct.

8 i. Plaintiff has failed to exhaust statutory and administrative remedies.

9 j. Any award for damages against Defendant cannot include damages caused by the
10 intentional acts or omissions of any person or entity.

11 k. Defendant had no actual or constructive knowledge relating to the allegations
12 and/or injuries alleged in the Complaint.

13 l. Plaintiff may have been compensated from other sources for which the damages
14 in this case, if any, must be reduced.

15 m. Any award or judgment rendered in favor of Plaintiff must be reduced by the
16 amount of benefits Plaintiff received, or is entitled to receive, from any source.

17 n. Defendant gives notice to Plaintiff that it lacks sufficient knowledge or
18 information upon which to form a belief as to the truth of certain allegations contained in the
19 Complaint or specific knowledge of actions on the part of Plaintiff or other persons and/or
20 entities that may have contributed to or caused the damages alleged in the Complaint. Until
21 Defendant avails itself of its right of discovery, it cannot be determined whether or not the
22 above-stated additional defenses will be asserted at trial. Defendant asserts these defenses in
23 order to preserve its right to assert them at trial, to give plaintiff notice that it may assert these
24 defenses, and to avoid waiver of any defenses.

1 o. Defendant reserves the right to assert additional defenses to which she may be
2 entitled under the law and additional defenses as may become available to it or apparent during
3 the course of further investigation and discovery, and reserves the right to amend its answer to
4 assert any such defenses.

5 p. Defendant hereby preserves any other defenses and/or remedies available at law
6 or in equity.

7 **JURY TRIAL**

8 Defendant requests or demands that this matter be set for a jury trial.

9 **PRAYER FOR RELIEF**

10 Having answered Plaintiff's Complaint to the best of her ability, and having set forth her
11 affirmative defenses, Defendant prays that Plaintiff's Complaint be dismissed in its entirety, with
12 prejudice, for an award of her fees, costs and disbursements incurred in this action, and for such
13 other and further relief as the Court may deem just and proper.

14 DATED this 7th day of November 2016.

15 
16

17 Gabriel S. Galanda
18 Anthony S. Broadman
19 Ryan D. Dreveskracht
20 Attorneys for Defendant
21 GALANDA BROADMAN, PLLC
22 8606 35th Ave. NE, Suite L1
23 P.O. Box 15146
24 Seattle, WA 98115
25 (206) 557-7509 Fax: (206) 299-7690
Email: gabe@galandabroadman.com
Email: anthony@galandabroadman.com
Email: ryan@galandabroadman.com