IN THE
UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT
Case No 16-35632

DC No 3;15 cv 00129-SLG

Kurt Kanam, Orbie Mullins Appellant

v

Konaig Appellee

On Appeal from the United States District Court fort the District of Alaska
District
Court Docket No 52
Judge Sharon Gleason

BREIF OF APPELLANT

UNITES STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

Koniag V Kanam et all
NO Case 3;12 cv 00077-SLG

CERTIFICATE OF INTEREST

Appellant certifies the following is true:

1. The full name of every party resented by me is: Kurt Kanam and Orbie Mulins

2. The name of the real party at interest is: Kurt Kanam and Orbie Mullins

3. All Parent corporations and any public held companies that own 10 percent or more of the stock of the party or amicus curie represented by me is: None

4. The names of all law firms and the partners or associates that appear for the party or amicus currie represented by me in trial court or agency or are expected to appear in this court are : None

Date 10/14/16

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INTRODUCTION

This is a case involving a federal district court injunction overriding an commanding actions by a duly constituted tribal court, of the federally recognized Karluk Village.

The concepts of Native American sovereignty and judicial immunity are well recognized in federal and international law.

Yet, instead of granting the Karluk's the respect and consideration due a co-equal sovereign, the District Court used a legal fiction to allow tribal court members to be sued in their alleged "personal capacities, issued directives specifically commanding actions by the Tribal Court and directing the tribal court to take specific actions.

Sadly, even in the unlikely event that the federal district court is seen to have the authority to issue such commandeering directives to the judiciary of a co-equal sovereign, Koniag should be seen to lack clean hands to obtain relief, as these orders apparently were sought by Koniag not to support sound public policy, but to perpetuate an established pattern of certifying fraudulent conveyances of tribal land.

Koniag has failed to appear in Karluk tribal Court and show cause why Koniag V Kanam should not be dismissed, and that case has now been dismmissed

ISSUES

1. The District Court erred in failing to grant a co-equal sovereign and its judiciary the due deference and respect required under the clearly established precedent of National Farmers and Montana.

2. The District Court erred in failing to respect the sovereign and judicial

immunity of a duly constituted tribal court.

3. The District Court erred in granting Koniag relief when it lacked clean hands due to its documented acts of fraud and intimidation of a judicial officer.

SUMMARY OF ARGUMENT

This case is about one primary issue: Koniag failure to exhaust tribal remedies, in disregard of long-standing principles of tribal sovereignty and self-governance. *See Nat'l Farmers Union Ins. Cos. v. Crow Tribe of Indians,* 471 U.S. 845, 857 (1985).

The issue decided below was that Koniag was not obligated to seek relief in the Tribal court in the first instance, before filing suit in federal court. Thus, there was no occasion for the Court to consider the ultimate issues of whether the Tribal court has jurisdiction, and the merits of those arguments are not before the Court at this stage. Even if it was considered, ample grounds support tribal jurisdiction in this case.

Tribal jurisdiction lies in any case where the conduct of a non-Indian "threatens or has some direct effect on the political integrity, the economic security, or the health or welfare of the tribe." *Montana v. United States,* 450 U.S. 544, 566 (1981).

In this case Koniag has certified the financial statement of Koniag Inc stating that the Karluk reservation has been "acquired by a merger" when that merger contains securities fraud.

Once one sets aside the phantom "issues" of tribal jurisdiction, all that remains of the Petition is Koniag's *factual* argument that "the Tribe's judiciary lacked status as a co-equal sovereign.

The facts of this case can fairly be described as *sui generis* insofar as they strike at the heart of tribal sovereignty and the need for adherence to the *National Farmers* principle of tribal exhaustion. At issue is the independence and autonomy of all tribal courts tinged with the threat and intimidation exerted by Koniag in support of their ongoing fraudulent claim of ownership of the Karluk reservation.

For these reasons and others discussed below, the ruling of the District Court should be overturned and the exercise of tribal jurisdiction, at least until tribal remedies are exhausted, should continue to be addressed in accord with the black letter precedent of National Farmers and Montana.

STATEMENT OF THE CASE

Koniag distorts and misstates the record. A more complete and accurate account of the facts and proceedings below is therefore in order.

Relevant Facts

History of Koniag

A 1980 Koniag Merger agreement was found to contain securities fraud. (See exhibit I)

Koniag maintains that its theft of tribal lands under false color of a fraudulent transfer exempts it from the jurisdiction of tribal court.

In *Nat'l Farmers*, 471 U.S. at 856 n.21. (quoting *Juidice v. Vail*, 430 U.S. 327, 338 (1977)). Applying the correct, deferential standard of review, the court upheld the District Court's factual finding that the Tribal courts are independent, neutral, and offer "an adequate and impartial opportunity to challenge jurisdiction." Nothing in the records here contradicts this conclusion.

REASONS WHY THE Koniag PETITION SHOULD BE DENIED

The two primary issues are whether, on the particular facts of this case, Koniag was obligated to exhaust its challenges to Tribal court jurisdiction in the Tribal courts before filing a lawsuit in federal court , and whether Koniag's lack of clean hands due to fraud renders them ineligible for equitable relief.

First,the*National Farmers* rule requiring exhaustion of tribal court remedies - a matter of comity and respect for tribal governments and tribal self- governance - has long been settled. Over the years, the lower courts have developed a robust body of case law applying this rule in a wide variety of factual settings, nearly always finding that exhaustion is required. Nothing about this case suggests a need to revisit either the rule or its very narrow exceptions.

Second, Koniag did not credibly challenge the three alternative bases on which the Ninth Circuit has found probable tribal jurisdiction under *Montana. E*ven if Montana applied, the facts of the case would likely fall within both *Montana* exceptions, including the exception for cases where a non-member's conduct '"threatens or has some direct effect on . the economic security.., of the tribe.'" Pet. App. 18--19a (quoting *Montana,* 450 U.S. at 566). This analysis is common

sense - after all, this case centers on an extraordinarily important asset and economic engine for the Tribe - but more importantly for present purposes, Koniag does not credibly argue that it was incorrect.

In Plains Commerce Bank v. Long Family Land and Cattle Co., 554 U.S. 316 (2008) The Supreme Court only accepted certiorari to consider jurisdictional issues ***after*** plaintiffs exhausted their tribal court remedies); *Nevada v. Hicks*, 533 U.S. 353 (2001) (same); *Strate v. A-1 Contractors*, 520 U.S. 438 (1997) (same); *see also Virginia Military Inst. v. United States*, 508 U.S. 946 (1993)

Even if one or more of these tribal jurisdictional issues were actually credibly presented here (they aren't), it would still be difficult to imagine a case less clear under *National Farmers*. The Ninth Circuit's analysis has correctly started with the general rule that "a federal court should stay its hand 'until after the Tribal Court has had a full opportunity to determine its own jurisdiction.'" *Nat'l Farmers*,471 U.S. at 857 (internal citations omitted). Drawing from *National Farmers'* analysis, the court articulated the policies underlying federal law's longstanding recognition of "comity and deference to the tribal court" for purposes of tribal jurisdiction, including: "(1) Congress's commitment to 'a policy of supporting tribal self-government and self- determination;' (2) a policy that allows 'the forum whose jurisdiction is being challenged the first opportunity to evaluate the factual and legal bases for the challenge;' and (3) judicial economy, which will best be served 'by allowing a full record to be developed in the Tribal Court.'" Pet. App. 7a (quoting *Nat'l Farmers*, 471 U.S. at 856).

Koniag's arguments about why it should be exempted from the general rule in *National Farmers are* unavailing for reasons that are logical, straightforward and supported by well-developed bodies of law.

A. On The Facts Of This Case, Tribal Jurisdiction Is Not "Plainly Lacking."

The Courts recognize an exception to the general rule of *National Farmers* if jurisdiction in the tribal courts is "plainly lacking." *Nat'l Farmers*, 471 U.S. at 856 n.21. In other words, if it is painfully obvious on the facts of a particular case that the tribal courts could not have jurisdiction, then the interests of comity are not implicated, and the federal courts need not abstain and defer to the tribal courts to determine their own jurisdiction. This argument rarely carries the day; here, the facts do not meet that standard, and a close reading of the appeal shows that Koniag does not convincingly argue otherwise. To repeat, this is a case about a Tribe's exercise of its sovereign power to protect it members from the certification of securities fraud and the theft of the tribes reservation, as well as the false claim of millions of tax dollars.

Moreover, it is not merely land "status" which matters, but the degree to which the assertion of jurisdiction relates to a nonmember's presence on traditional tribal land. Nothing in this Court's jurisprudence calls into question the long-standing principles about a tribe's "right to occupy and exclude." *Hicks*, 533 U.S. at 359; *accord Plains Commerce Bank*, 554 U.S. at 335; *Merrion v. Jicarilla Apache Tribe*, 455 U.S. 130, 144 (1982) (finding power to exclude "necessarily includes the lesser power to place conditions on entry, on continued presence, or on reservation conduct"); *see also Water Wheel*, 642 F.3d at 810--11 ("The authority to exclude non-Indians from tribal land necessarily includes the lesser authority to set conditions on their entry through regulations."). Nor is there any doubt that jurisdiction follows hand in hand with this power to exclude. *South Dakota v. Bourland*, 508 U.S. 679, 689 (1993) ("Regulatory authority goes hand in hand with the power to exclude.").

If this were a case squarely presenting the question of tribal jurisdiction, the analysis could proceed even further. For example, we could discuss the absence of countervailing state interests - again, a recognized factor in the jurisdictional analysis, and an important distinction between this case and *Hicks*. But we already have wandered far afield of what is actually at issue here: exhaustion of tribal remedies, based on "respect for comity and deference to the tribal court as the appropriate court of first impression to determine its own jurisdiction. (see *Nat'l Farmers*, 471 U.S. at 856--57). So rather than extend an unnecessary analysis even further, we will turn to the Montana exceptions - one of. which so clearly applies here that Koniag can not reasonably even argue otherwise.

The so-called "bad faith" exception to tribal court exhaustion is extraordinarily narrow, as it should be. In the words of this Court, it applies only where *"an assertion of tribal jurisdiction '*is motivated by a desire to harass or is conducted in bad faith.'" *Nat'l Farmers,* 471 U.S. at 856, n.21 (emphasis added). As the italicized language reflects, it is the assertion of jurisdiction - *i.e.,*the conduct of the tribal judiciary - which matters, not the motives of the parties to a case. *Cf. Juidice*, 430 U.S. at 338 (cited *byNat'l Farmers* 471 U.S. at 856 n.21) ("bad faith" exception to *Younger* abstention not applicable where prosecutors allegedly obtained a contempt order and arrest warrant to harass plaintiff; the bad faith exception "may not be utilized unless it is alleged and proven that *they* [the judges] are enforcing the contempt procedures in bad faith or motivated by a desire to harass") In this case it is the District Court doing this, not the tribal Court.

Koniag did not argue below that a Tribal judge asserted jurisdiction over Koniag in bad faith. Instead, it appears to argue that the appellants threaten to expose their ongoing securities fraud.

As a threshold matter, there is no "imputed bad faith." In fact, the law forbids inquiry into legislative motives, *Arizona v. California,* 283 U.S. 423, 455 (1931), and "[t]his principle admits of no exception

4Accord Calumet Gaming Grp. - Kansas, Inc. v. Kickapoo Tribe of Kansas, 987 F. Supp. 1321, 1327 (D. Kan. 1997) ("The exception requires bad faith or a desire to harass in the *assertion of tribal court jurisdiction."); Espil v. Sells,* 847 F. Supp. 752,757 (D. Ariz. 1994) (reasoning that bad faith exception to exhaustion rule "relates to actions of courts and not the parties"); *GNS, Inc. v. Winnebago Tribe ofNeb.,* 866 F. Supp. 1185, 1190 (N.D. Iowa 1994) (concluding alleged bad faith conduct by tribe insufficient to demonstrate that"the *assertion of tribal court jurisdiction* is in bad faith"). There is no such bad faith evident here.

Sovereign Immunity

Kanam and Mullins are tribal officers functioning in their official capacity and enjoy sovereign immunity from action in their personal capacity. Kurt Kanam is acting as a private attorney general to prevent the theft of public funds.

Exhaustion of Tribal Remedies

This district court failed to allow for exhaustion of tribal remedies. If Koniag had issues with the Tribal court. Koniag had the opportunity to be heard in the Karluk Tribal Court

Karluk Tribal Court open admission policy

Contrary to Koniag claim of exclusion to Karluk Tribal Court, the Karluk Tribal court welcomes all See Attachment ____

Even when a federal court has jurisdiction over a claim involving Indians, if the claim arises in Indian country, the court generally will be required to stay its hand until the plaintiff exhausts available tribal remedies.

Iowa Mut. Ins. Co. v. LaPlante, 480 U.S. 9 (1987) ; Nat'l Farmers Union Ins. Cos. v. Crow

Tribe, 471 U.S. 845 (1985) . See Auto-Owners Ins. Co. v. Tribal Ct., 495 F.3d 1017, 1024 (8th Cir. 2007) (dismissing case for failure to exhaust tribal appeal).

The Supreme Court first established this requirement in *National Farmers Union Insurance Companies v. Crow Tribe, 471 U.S. 845 (1985)* which involved a suit by an insurance company to enjoin tribal court proceedings against its insured, a school district that had defaulted in a negligence suit by a tribal member against the school district in tribal court. The Court held that whether a tribal court has adjudicative jurisdiction over a case is a federal question under federal common law that supports jurisdiction in the federal courts under *28 U.S.C. § 1331.*

Nevertheless, the Court required federal courts to stay their hand in determining whether a tribal court has jurisdiction over a case, to allow that question to be first litigated in tribal court.

The Court found that given the Congress' policy of "supporting tribal self-government and self-determination," tribal courts should have "the first opportunity to evaluate the factual and legal bases" for challenges to their jurisdiction, and federal courts will benefit from their expertise.

Two years later, *Iowa Mutual Insurance Company v. LaPlante* extended this requirement to diversity cases, reasoning that unconditional access to federal court would "impair the authority of tribal courts over reservation affairs" and "infringe upon tribal law-making authority, because tribal courts are best qualified to interpret and apply tribal law."

The exhaustion requirement applies beyond cases involving challenges to tribal court jurisdiction. The Ninth Circuit requires exhaustion in all cases relating to tribal affairs, including those that arise off-reservation and outside Indian country, even if no tribal court proceedings are pending, so long as there is a colorable argument that the tribal court has jurisdiction over the case.

Grand Canyon Skywalk Dev. v. *'Sa' Nyu Wa, Inc., 715 F.3d 1196, 1200 (9th Cir. 2013);*

Marceau v. Blackfeet Hous. Auth., 540 F.3d 916, 920-921 (9th Cir. 2008) ; Stock West Corp. v. Taylor, 964 F.2d 912, 919-920 (9th Cir. 1992) ; Wellman v. Chevron, U.S.A., Inc., 815 F.2d 577 (9th Cir. 1987)

Similarly, the Tenth Circuit has held that the policies behind *National Farmers* "almost always" dictate exhaustion in cases arising on reservations,

Texaco, Inc. v. Zah, 5 F.3d 1374, 1378 (10th Cir. 1993)

and in other cases where the tribal court has jurisdiction and exhaustion would further the interests of self-government, orderly administration of justice, and utilizing tribal expertise. *United States v. Tsosie, 92 F.3d 1037, 1041 (10th Cir. 1996)* (requiring exhaustion in trespass case brought against Navajo for trespass on another Navajo's allotment); *Texaco, Inc. v. Zah, 5 F.3d 1374, 1377-1378 (10th Cir. 1993)* (remanding for consideration of exhaustion in case challenging tribal regulatory jurisdiction over land outside reservation).

Examples of the kinds of cases in which courts have required exhaustion include an action against a tribal member for trespass on another member's allotment, *United States v. Tsosie, 92 F.3d 1037 (10th Cir. 1996)* breach of contract and related business disputes against tribal entities, *Colombe v. Rosebud Sioux Tribe, 747 F.3d 1020 (8th Cir. 2014);* Grand Canyon Skywalk Dev. v. *'Sa' Nyu Wa, Inc., 715 F.3d 1196 (9th Cir. 2013).* claims of hazardous construction against a tribal housing authority, *Marceau v. Blackfeet Hous. Auth., 540 F.3d 916 (9th Cir. 2008)* and cases challenging the nature and extent of a tribe's sovereign immunity. *Sharber v. Spirit Mountain Gaming, 343 F.3d 974, 976 (9th Cir. 2003) ; Davis v. Mille Lacs*

Band of Chippewa Indians, 193 F.3d 990, 992 (8th Cir. 1999). Contra Ninigret Dev. Corp. v. Narragansett Indian Wetuomuck Hous. Auth., 207 F.3d 21, 29 (1st Cir. 2000) . The U.S. District Court for the District of North Dakota recently held that the tribal exhaustion requirement applies to actions concerning reservation affairs brought under the Declaratory Judgment Act, *28 U.S.C. § 2201-2202. See Malaterre v. Amerind Risk Mgmt., 373 F. Supp. 2d 980, 981-982 (D.N.D. 2005) .*

Lack of Standing Due to Unclean Hands

Koniag is a admitted guilty of ongoing accounting fraud against the Karluk Tribe and the people of the United States. Koniag, due to its bad faith and unclean hands, is without standing to appear before this court and seek this court's protection to continue to commit more certifications of theft and securities fraud.

Koniag is in effect saying to this court:

"We stole the Karluk reservation fair and square, and we need this court's help continue to do it"

Please see attached affidavit of former Koniag President Frank Pagano

Just as court did in the case of Everet v. Williams (1893), 9 L.Q. Rev. 197 "The Highwaymen case"

This court should protect the American people and remand this case with instructions that the District Court vacate the ruling below.

non ex transverso sed deorsum

"no court will lend its aid to a man who founds his cause of action upon an immoral or an illegal act"

Please review the attached judgment confirming that Koniag's merger agreement contains securities fraud.

Koniag's action against Kanam and Mullins is a violation of

25 U.S. Code § 3601

The Congress finds and declares that—

(1) there is a government-to-government relationship between the United States and each Indian tribe;

(2) the United States has a trust responsibility to each tribal government that includes the protection of the sovereignty of each tribal government;

(3) Congress, through statutes, treaties, and the exercise of administrative authorities, has recognized the self-determination, self-reliance, and inherent sovereignty of Indian tribes;

(4) Indian tribes possess the inherent authority to establish their own form of government, including tribal justice systems;

(5) tribal justice systems are an essential part of tribal governments and serve as important forums for ensuring public health and safety and the political integrity of tribal governments;

(6) Congress and the Federal courts have repeatedly recognized tribal justice systems as the appropriate forums for the adjudication of disputes affecting personal and property rights;

(7) traditional tribal justice practices are essential to the maintenance of the culture and identity of Indian tribes and to the goals of this chapter;

(8) tribal justice systems are inadequately funded, and the lack of adequate funding impairs their operation; and

(9) tribal government involvement in and commitment to improving tribal justice systems is essential to the accomplishment of the goals of this chapter.

Karluk Reservation is a matter of statute law

Koniag argues that its certification of the ownership of the Karluk Reservation is proper, however:

25 CFR 241.5 - Commercial fishing, Karluk Indian Reservation.

§ 241.5 Commercial fishing, Karluk Indian Reservation.

(a) *Definition.* The Karluk Indian Reservation includes all waters extending 3,000 feet from the shore at mean low tide on Kodiak Island beginning at the end of a point of land on the shore of Shelikof Strait about 11/4 miles east of Rocky Point and in approximate latitude 57 degrees 39 minutes 40 seconds N., longitude 154 degrees 12 minutes 20 seconds W.; thence south approximately 8 miles to latitude 57 degrees 32 minutes 30 seconds N.; thence west approximately 121/2 miles to the confluence of the north shore of Sturgeon River with the east shore of Shelikof Strait; thence northeasterly following the easterly shore of Shelikof Strait to the place of beginning, containing approximately 35,200 acres.

The existence of the Karluk Indian Reservation is a published mater of law.

Please take special note: the fraudulent 1980 merger of Karluk Native Corp into Koniag Inc is not published in the Code of Federal Regulations.

The Karluk Reservation was created by executive order PLO 128 on May 22, 1943 Please see attachment.

The creation of an Indian reservation by executive order is not something that can be contracted away, especially by the certification of a fraudulent agreement.

Please take special notice that the 1980 merger of Karluk Native Corp into Koniag Inc is not supported by an executive order

United States Supreme Court Support of the Karluk Reservation

HYNES V. GRIMES PACKING CO., (1949)

No. 24

Argued: October 21, 1948 Decided: May 31, 1949

337 U.S. 86 (1949)]

An argument that the reservation is a non revocable grant can be made.

> Under the Act of June 18, [337 U.S. 86 , 107] 1934, 16, 25 U.S.C.A. 476, applicable to Alaska, see 13, 25 U.S.C.A . 473, an Indian tribe was authorized to adopt a constitution and by- laws for its government. This was done by the Karluk Reservation Indians. There is a phrase in the section that has color of recognition of ownership of tribal lands in the Indians. It reads as follows: -
>
> 'In addition to all powers vested in any Indian tribe or tribal council by existing law, the constitution adopted by said tribe shall also vest in such tribe or its tribal council the following rights and powers : * * * to prevent the sale, disposition, lease, or encumbrance of tribal lands, interests in lands, or other tribal assets without the consent of the tribe; * * *.' 48 Stat. 987.29 -

The United States Supreme Court has recognized the existence of the Karluk Indian Reservation and the Karluk tribal Council right to exclude others from their reservation.

Koniag is without any authority to overcome this Supreme Court rulling

> **(e) Tribal Court Jurisdiction.—** For purposes of this section, a court of an Indian tribe shall have full civil jurisdiction to issue and enforce protection orders involving any person, including the authority to enforce any orders through civil contempt proceedings, to exclude violators from Indian land, and to use other appropriate mechanisms, in matters arising anywhere in the Indian country of the Indian tribe (as defined in section 1151) or otherwise within the authority of the Indian tribe.

Rather than respond to the Karluk Tribal Court Order to show cause why a

financial report claiming ownership of a reservation taken by fraud should not be amended Koniag has made the argument that Karluk Reservation was lost to the Alaska Native Claims Settlement Act 43 USC 33

The Karluk Tribal Council is Severed from the Alaska Native Claims Settlement Act
43 USC 33

Koniag's big argument is that Karluk tribal Council "Lost" their reservation under Alaska Native Claims Settlement Act 43 USC 33
However, the Alaska Native Claims Settlement Act 43 USC 33 has a severability clause that Karluk tribal Court has cited when it declared the Karluk Tribal Council severed from the Alaska Native Claims Settlement Act 43 USC 33 See Attachment ___

Congress did not expressly overturn the Executive Order creating the Karluk reservation with the Alaska Native Claims Settlement Act 43 USC 33 or HYNES V. GRIMES PACKING CO

The judgment of the Karluk Tribal Court declaring the merger of 1980 invalid has been registered and certified by the Washington State Superior Court for Thurston County, the 10 and 11 amendments to the United States Constitution prohibit the Federal district Court from altering the duly registered judgments of the States courts

Karluk Tribal Court open admission policy

Contrary to Koniag claim of exclusion to Karluk Tribal Court, the Karluk Tribal court welcomes all See Attachment ____

Karluk Poverty

According the census data published online the Karluk people enjoy a per capita income of $8,000 a year, they live in extreme isolation. They have never had funds to fight Koniag with and that is why a 30 year old case of securities fraud is before this court today.

According the the Koniag annual financial report Koniag enjoys over $4,000,000 of profit a year due in large part from the theft of Karluk money and from false

payments made to Koniag in relation to Koniag false claim of ownership of the Karluk Reservation.

Attachment of Tribal Court Jurisdiction

Appellees' arguments about ANCSA are moot, a nonissue. The Karluk Indian Reservation is recognized at 25 CFR 241.5. The Karluk Tribal Council severed from the Alaska Native Claims, Settlement Act, 43 USC 33 to regain their reservation lands. Even if the Court ruled that this severing had no legal force of effect, Montana v. United States, 450 U.S. 544, 101 S. Ct. 1245, 67 L. Ed. 2D 493 (1981), clearly states that jurisdiction of the Tribal Court attaches to the Appellees because of contact:

> "A tribe may regulate, through taxation, licensing, or other means, the activities of nonmembers who enter [*13] consensual relationships with the tribe or its members, through commercial dealing, contracts, leases, or other arrangements . ., A tribe may also retain inherent power to exercise civil authority over the conduct of nonIndians on fee lands within the reservation when that conduct threatens or has some direct effect on the political integrity, the economic security, or the health or welfare of the tribe."

Here Koniag is certifying that Koniag Inc owns the Karluk reservation and that they properly obtained the reservation via securities fraud

Koniag Fincial report page nine states

> " The additional surface estate received as a result of a merger with two Village corporations"

That merger was declared invalid due to securities fraud making Koniag involved in acounting fraud. The surface estate of one of the village corporation is the Karluk reservation, which means Koniag certifies the theft of the Karluk reservation which effect the Karluk people and reservation.

This clearly puts Appellees squarely within the jurisdiction of the Karluk Tribal Court, regardless of the issue of whether the Tribe has a reservation or not. Jurisdiction attaches because of the "contracts, leases, or other arrangements" that Koniag has with the members of the Karluk Tribe, the real parties in interest f the Karluk reservation lands. See: Maryland Cas. Co. v. King, Okl.,381 _P.2d 153, 156; White Hall Bldg Corp. v. Profexray Div. Of Litton Indus., Inc, D.C.Pa., 387 F.Supp.1202, 1204; Boeing v. Perry, C.A.Kan., 322 F.2d 589, 591.

Koniag's standing is moot, and Koniag v Kanam et all has been removed to the Karluk tribal court where it has been dismissed. The attached judgemnt has been registered and certified in the Thurston County Superiour Court. This court is bound by the 10th and 11th amendments to the United States Constitution and are unable to grant and relief to Koniag in this matter.

Conclusion

For failure of the District court to stay its hand and for Koniag's lack of standing due to ongoing securities fraud (See Attached judgment) a this court should overturn the district courts injunction and sanctions and remand this matter to the district court with instructions to dismiss the action.

Respectfully

Date 10/14/16

Kurt Kanam,

Orbie Mullins

Certificate of mailing Kurt Kanam mailed a copy of this to Jim Thorgerson 510 L Street, Suite 500 Anchorage, AK 99501-1959

Kurt Kanam

ATTACHMENTS

A Tribal Judgment invalidating merger.
B Order granting admission

C Affidavit of Frank Pagno
D Order declaring merger contains securities fraud
E Koniag certified financial statement excerpt
F Tribal Judgment removing and dismissing Koniag v Kanam Et All