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IN THE UNITED STATES DISTRICT COURT

DISTRICT OF UTAH, CENTRAL DIVISION

CONFEDERATED TRIBES OF THE
GOSHUTE RESERVATION, a federally
recognized Indian Tribe; and the
CONFEDERATED TRIBES OF THE
GOSHUTE RESERVATION HEALTH
DEPARTMENT, a political subdivision of
this federally recognized Indian Tribe;

Plaintiffs,

vs.

DORSEY & WHITNEY LLP, a Minnesota
limited liability partnership doing business in
Utah; CLAIRE H. TOPP, an individual;
ALISON GRIGONIS, an individual;
JILLIAN KORNBLATT, an individual;
LANCE V. JOHNSON, an individual;
STEVEN C. PULLEY, an individual; D.
JASON PULLEY, an individual; GERALD
W. TROTTER, an individual; NEUMA
HEALTHCARE DEVELOPMENT, LLC, a
Utah limited liability company; 27 C, L.L.C.,
a Utah limited liability company; E4
CONSULTING LLC, a Utah limited liability
company; JOHN DOES 1-10 and ROE
ENTITIES 1-10,

Defendants.

Case No. 2:18-cv-00895-EJF

VERIFIED COMPLAINT

Plaintiffs Confederated Tribes of the Goshute Reservation and the Confederated Tribes of the Goshute Reservation Health Department, by and through counsel of record, Echo Hawk & Olsen, PLLC, and for causes of action against Defendants Dorsey & Whitney LLP; Claire H. Topp; Alison Grigonis; Jillian Kornblatt; Lance V. Johnson; Steven C. Pulley; D. Jason Pulley; Gerald W. Trotter; Neuma Healthcare Development, LLC; 27 C, L.L.C; E4 Consulting LLC; and currently unknown John Does 1-10 and Roe Entities 1-10, complain and allege as follows:

NATURE OF THE ACTION

The Confederated Tribes of the Goshute Reservation, a federally-recognized Indian Tribe (referred to hereafter as “Tribe” or “CTGR”) brings this action to protect its health care clinic. The Tribe dedicated years of effort and scarce financial resources to establish a health care facility. Seeing an opportunity, the Defendants took advantage of the Tribe. They conspired together, violating ethical obligations, using federal Medicaid dollars improperly, breaking federal laws, and breaching contracts to make money off the Tribe’s health care clinic while furthering their private business interests, all to the disadvantage of the Tribe and patients needing health care. This action seeks to hold the Defendants accountable and protect the continued operations of the Tribe’s health care facility.

JURISDICTION

1. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1331 because it involves federal questions arising under the laws of the United States, including 18 U.S.C. § 1836; 18 U.S.C. § 1961; 25 U.S.C. §§ 1602 and 1641(d)(2)(A), and 25 U.S.C. § 5301.

2. Jurisdiction is proper in in this Court under 28 U.S.C. § 1362. CTGR is an Indian tribe recognized by the Secretary of the Interior and this action arises under the laws or treaties of the United States.

3. Jurisdiction is proper in this Court under 28 U.S.C. § 1332 because the amount in controversy exceeds the value of \$75,000.00, exclusive of costs and interest, and is between a Minnesota corporation (Dorsey & Whitney LLP) that conducts business in Utah, individuals who reside in Minnesota, California, Utah, and the Tribe, whose Reservation is located in Nevada.

4. An actual, justiciable controversy now exists between Plaintiffs and Defendants.
5. Declaratory relief is appropriate under 28 U.S.C. §§ 2201 and 2202.
6. Venue is proper pursuant to 28 U.S.C. § 1391(b) because all or a substantial part of the events or omissions giving rise to the claims herein occurred within this judicial district, and the affected public resources are located in this judicial district.

PARTIES

7. CTGR is a federally-recognized Indian Tribe. Indian Entities Recognized and Eligible to Receive Services from the United States Bureau of Indian Affairs, 83 Fed. Reg. 4235 (Jan. 30, 2018).

8. Plaintiff Confederated Tribes of the Goshute Reservation Health Department (Health Department) is a political subdivision of CTGR.

9. Defendant Dorsey & Whitney LLP (DW) is a Minnesota limited liability partnership registered as a foreign company doing business in Utah. DW is in the business of practicing law.

10. Defendant Claire H. Topp (Topp) is an attorney and partner at DW. Topp practices in health care matters.

11. Defendant Alison Grigonis (Grigonis), is a senior attorney at DW. Grigonis holds herself out as experienced in matters involving Indian affairs and representing tribal governments.

12. Defendant Jillian Kornblatt (Kornblatt) is an attorney and partner at DW, specializing in employment litigation and advice. (Defendants named in paragraphs 9-12 are collectively referred to hereinafter as DW Defendants).

13. Defendant Lance V. Johnson (Lance) is an enrolled member of CTGR. Lance was formerly the Director of CTGR's Sacred Circle Health Care clinic in Salt Lake City, Utah.

14. Defendant Steven C. Pulley (S. Pulley) is a medical doctor. S. Pulley contracted with Plaintiffs to provide pain management and laboratory management services at the Sacred Circle Health Care clinic.

15. Defendant D. Jason Pulley (J. Pulley) is brother of Steven C. Pulley. J. Pulley worked with S. Pulley in matters relating to the Sacred Circle Health Care clinic.

16. Defendant Gerald W. Trotter (Trotter) is an individual that was employed at the Sacred Circle Health Care clinic. Trotter provided accounting services, and cooperated with Lance, S. Pulley and J. Pulley.

17. Neuma Healthcare Development, LLC (Neuma) is a Utah limited liability company. Defendants S. Pulley, J. Pulley, Lance and Trotter initiated the creation of Neuma.

18. 27 C, L.L.C. (27 C) is a Utah limited liability company and a member of Neuma. 27 C is the entity Trotter formed and used to hold his interest in Neuma.

19. E4 Consulting LLC (E4) is a Utah limited liability company and a member of Neuma. E4 is the entity J. Pulley formed and used to hold his interest in Neuma.

20. Plaintiff does not know the true names of defendants John Does 1-10 or Roe entities 1-10, and therefore sues them by those fictitious names. The actual names and identities of these persons or entities will be substituted when known.

GENERAL ALLEGATIONS

21. In 1975 the Indian Self-Determination and Education Assistance Act (ISDEAA), 25 USC § 5301 *et seq.*, was enacted by Congress.

22. ISDEAA, also known as Public Law 93-638, enables Indian tribes to obtain control of an otherwise federally administered program through what is commonly referred to as a 638 Contract.

23. CTGR provides health care services for its members and others both on and off the Reservation pursuant to 638 Contracts.

24. CTGR used a 638 Contract to establish a Tribal Health Facility in Salt Lake City, Utah. The Facility is called Sacred Circle Health Care (SCHC).

25. SCHC is operated by the Tribal government through CTGR's Tribal Health Department.

26. SCHC is an instrumentality of the Tribal government.
27. CTGR and the Tribal Health Department regulate health care services for members at SCHC.
28. The Goshute Business Council is the governing body of CTGR.
29. The Goshute Business Council established a Health Care Ordinance, 16-ORD-0001, on October 26, 2016.
30. The CTGR Health Care Ordinance established a Tribal Health Department as a political subdivision and instrumentality of the CTGR Tribal Government.
31. Under the Health Care Ordinance, the operations of SCHC are “subject to the ultimate management and control of the Business Council.” Health Care Ordinance, Section 1.04(F).
32. According to Tribal law, the Council “control[s] the operation and management of all facilities that provide services [under the Tribes’ P.L. 93-638 contracts], including the clinic in Ibapah and the Sacred Circle clinic in Salt Lake City, Utah.” Resolution 15-G-080.
33. CTGR’s Constitution expressly requires that CTGR’s Business Council and the Bureau of Indian Affairs approve legal representation for CTGR. Constitution of the Confederated Tribes of the Goshute Reservation, Article IV, Section 1; Article VII, Section 1(b); attached hereto as Exhibit 1.
34. CTGR’s Health Care Ordinance (Ordinance) explicitly states that SCHC is a political subdivision of CTGR, and subject to the control of CTGR’s Business Council. The Ordinance also establishes that the Ordinance must be interpreted in a manner consistent with the Constitution and that SCHC is an instrumentality of CTGR’s government. CTGR Healthcare Ordinance, 1.03(B), 1.04(A)(B)(C), attached hereto as Exhibit 2.
35. The Ordinance further establishes that SCHC is subject to the ultimate authority of the Goshute Business Council, and that when any power is not expressly delegated to the Board of Directors of SCHC, it is retained by CTGR’s Business Council. In addition, the Ordinance

establishes that communications with government officials are under the exclusive authority of CTGR's Business Council. CTGR Health Care Ordinance, 1.04(B); 1.05(B); 3.03(C).

36. There is no provision in either the Tribal Constitution or the Ordinance empowering the Board of Directors or the Director of SCHC to retain legal counsel.

37. DW represented S. Pulley and J. Pulley and Omega Interventional Pain.

38. DW Defendants recognized they had a conflict of interest with regard to legal services requested by Lance or J. Pulley.

39. DW Defendants violated the Tribal laws referenced above and applicable ethical standards to provide legal services to Lance and Neuma, using the Plaintiffs' money, in a manner that furthered the interests of their clients S. Pulley and J. Pulley.

40. DW Defendants provided such services without consulting Plaintiffs or obtaining a waiver of the conflict of interest prior to the representation.

41. DW Defendants later obtained a CTGR conflict waiver from Lance, and back-dated the conflict waiver.

42. Lance did not have the authority to grant a conflict waiver on behalf of CTGR or the Health Department, and DW Defendants knew or should have known as much.

43. DW Defendants billed Plaintiffs for legal services provided to their own clients S. Pulley, J. Pulley, or Omega Interventional Pain.

44. Lance was hired by CTGR to be SCHC's Health Director on or about January 13, 2016, by Resolution 16-G-006. Resolution 16-G-006 attached hereto as Exhibit 3.

45. Lance agreed with CTGR that he would be employed by CTGR as the Health Director.

46. The terms of the employment agreement were formally approved by Lance during a meeting with the Business Council and memorialized by the Business Council in Resolution 16-G-006 on January 13, 2016.

47. By Resolution 16-G-006, Lance was given actual notice in writing that the "Business Council has the exclusive authority, pursuant to the CTGR Employment Manual and

[the Tribe's] inherent sovereignty as an Indian tribe, to hire/employ all department directors over any CTGR tribal program.”

48. The terms of Lance's employment with CTGR included:

- a. Lance would be employed full time as the Health Director;
- b. Lance would receive an \$80,000 per year salary;
- c. Lance would also receive a \$5.00 per Medicaid encounter monthly bonus;
- d. Lance's total compensation for one year would not exceed \$130,000; and
- e. Lance would receive any other typical benefits provided by the clinic.

49. According to his agreement with the Council, Lance was supervised by the Goshute Business Council and was obligated to provide day-to-day management over SCHC according to the terms of his agreement and according to Tribal law and Federal law.

50. At all relevant times complained of, Lance was employed by CTGR as the Health Director of SCHC.

51. Lance subsequently arranged to pay himself more than the maximum compensation allowed under the employment agreement with CTGR described in Resolution 16-G-006.

52. Lance coordinated with DW and J. Pulley to pay himself more than the maximum compensation allowed under the employment agreement with CTGR.

53. In 2017, Lance paid himself total compensation in the amount of \$233,521, which amount is more than \$100,000 in excess of the yearly allowable amount under the employment compensation approved by the Council in Resolution 16-G-006.

54. In the first quarter of 2018, Lance was paid \$65,269 as salary, and \$72,027 as bonus, for a total quarterly compensation of \$137,296, which amount exceeded the yearly allowable amount under the employment compensation approved by the Council in Resolution 16-G-006.

55. The increased pay Lance received for the first quarter of 2018 was more than \$100,000 higher than the quarterly compensation in 2016.

56. During one quarter of 2018, Lance took more than \$100,000 in compensation that the Council did not approve, contrary to the terms of Resolution 16-G-006.

57. Lance's increase in pay was not disclosed to or authorized by the Council.

58. Lance's increase in pay was not disclosed to or authorized by the full Board of Directors.

59. Lance conspired with J. Pulley and S. Pulley and Trotter and DW to develop a method to pay himself in excess of the terms of Resolution 16-G-006, without the Plaintiffs' consent or knowledge and without the knowledge of the full Board of Directors of SCHC.

60. Lance failed to provide dedicated full-time efforts to the day-to-day management of SCHC.

61. Lance and Trotter, while employees of SCHC, used company time and resources to further the purposes of Neuma, with the assistance of DW Defendants.

62. SCHC was established and generally operated in accordance with a 638 Contract with Indian Health Service (IHS), a federal agency within the Department of Health and Human Services.

63. Under CTGR's contract with IHS, and according to federal law, Lance was required to use CTGR's funds from SCHC as set forth in 25 USC 1641(d)(2)(A) and Section 1602, and according to the provisions of CTGR's 638 Contract.

64. All Defendants were obligated not to use funds generated by SCHC in violation of 25 USC 1641(d)(2)(A) and Section 1602, but did so.

65. Lance misused Tribal clinic funds, in violation of 25 USC 1641(d)(2)(A) and Section 1602, as well as CTGR's 638 Contract.

66. Lance used his time at SCHC to pursue private business opportunities.

67. Lance used SCHC resources during work hours to pursue private business opportunities for himself and Neuma.

68. Lance used SCHC employees during work hours to pursue private business opportunities for himself and Neuma.

69. Trotter used SCHC resources to pursue private business opportunities for himself and Neuma.

70. S. Pulley used SCHC resources to pursue private business opportunities for himself and Neuma.

71. J. Pulley used SCHC resources to pursue private business opportunities for himself and Neuma.

72. 27 C and E4 used SCHC resources to pursue private business opportunities for himself and Neuma.

73. DW Defendants used SCHC resources to pay for work provided to Lance, Neuma, and to the benefit of S. Pulley, J. Pulley, or Omega Interventional Pain.

74. The Board of Directors or Goshute Business Council never gave Lance authorization to use CTGR or SCHC funds for his personal benefit, or for the benefit of Neuma.

75. Lance never asked the Council or the Board of Directors of the Tribal Health Department for permission to use SCHC funds for his personal benefit or for the benefit of Neuma.

76. Lance never requested from the Board of Directors or Goshute Business Council verbally or in writing that he be permitted to make personal expenditures with CTGR funds.

77. The Business Council never authorized Lance to make personal expenditures with CTGR funds in addition to his salary, nor did it approve any such expenditures.

78. Lance used SCHC funds for his personal benefit.

79. Lance used in excess of \$10,000 in SCHC funds to pay attorney fees for his private business endeavors.

80. Lance approved and implemented employee bonuses in 2017 that was an increase of 110% (\$96,456) from 2016 (\$45,845).

81. Lance approved and implemented employee bonuses in just the first quarter of 2018 that were an increase of 81% (\$174,830) from the entire 2017 year (\$96,456).

82. Lance authorized bonus payments to Trotter, including a payment of \$30,000.00.

83. In 2016, SCHC recorded no 'employee relations' expenses.

84. Under Lance's management in 2017, SCHC recorded 'employee relations' expenses in the amount of \$85,329.

85. Under Lance's management in the first quarter of 2018, SCHC recorded 'employee relations' expenses of \$57,212, which is a projected annual increase of over 180% from the prior year.

86. Lance spent more than \$100,000 of SCHC funds on Utah Jazz tickets.

87. Lance approved usage of SCHC's American Express credit card for \$75,560 for non-business related expenses.

88. Lance used SCHC's American Express credit card for travel to Las Vegas to pursue clients on behalf of Neuma.

89. Lance approved an amended loan agreement with Nichols Capital, LLC in 2017 for \$850,000 at an interest rate of 30%.

90. Lance arranged with S. Pulley or J. Pulley for SCHC to pay monthly lease payments in the amount of \$15,800 to S. Pulley's business, Omega Interventional Pain, PLLC, for space that was not actually used by SCHC.

91. Trotter counseled with and assisted Lance in developing and carrying out his financial mismanagement actions.

92. Lance directed SCHC staff to collect urine samples, bill for the encounter, and then set the samples aside to be analyzed on different days to manipulate the number of billable encounters in order to maximize payment in a manner that constitutes prohibited unbundling, in violation of CTGR's 638 contract and in violation of federal law.

93. Lance directed SCHC staff to bill multiple encounters for a group of services that are covered by a single comprehensive billing code, in violation of CTGR's 638 Contract and in violation of federal law.

94. S. Pulley was aware of and participated in the lab management billing practices.

95. Lance made a proposal for a 638 Tribal Health Clinic to the Skull Valley Band of Goshute Indians using the SCHC resources and Plaintiffs' information.

96. On March 7, 2018, J. Pulley sent a draft MOU to Lance at ljohnson@neuma.com and Trotter at gwtrout@gmail.com for the Skull Valley Band of Goshutes health clinic.

97. Lance assisted the Skull Valley Band of Goshutes in establishing a health clinic.

98. IHS has approved the Skull Valley Band of Goshutes' health clinic in Tooele, Utah.

99. The unauthorized government contacts harmed the status of CTGR's health clinics and standing before IHS.

100. DW Defendants assisted Lance and Neuma, using SCHC resources, to engage in unauthorized government contacts.

101. S. Pulley, J. Pulley, Lance, and Trotter had a covert agreement to give S. Pulley, Lance, and Virgil Johnson an interest in Neuma at a subsequent date, but agreed to keep their individual names off the records.

102. On March 1, 2018, Lance emailed DW from a Neuma email address indicating "tribal members or (sic) going to sue the Council to protect the clinic."

103. Lance also indicated that "council has not properly complied with the ordinance, also the ordinance states a waiver of sovereign immunity and maybe it is time to have a tribal member take this to court," suggesting that a Tribal member sue the CTGR Business Council rather than release financial information to the Business Council.

104. Lance sent an additional email on March 1, 2018 to DW indicating that "the tribal members want to move fast on this."

105. On March 2, 2018, Lance spoke with DW, in concert with J. Pulley, to discuss a Tribal member suing the Council, and DW preparing the complaint.

106. Lance used SCHC funds to pay for his effort to sue CTGR.

107. On August 24, 2016, Lance approved and signed a contract on behalf of SCHC with AE Management Partners, waiving CTGR's sovereign immunity.

108. On April 26, 2017, Lance approved an amendment to SCHC's original contract with AE Management Partners, again waiving CTGR's sovereign immunity.

109. On March 2, 2017, Lance approved a contract for CTGR for an American Express card, waiving CTGR's sovereign immunity.

110. On March 16, 2017, Lance approved a contract for CTGR dba Sacred Circle Healthcare with Association for Community Health, waiving CTGR's sovereign immunity.

111. On March 27, 2017, Lance approved a contract for SCHC with Comcast Cable Communications Management, LLC, waiving CTGR's sovereign immunity.

112. On September 1, 2016, Lance approved and signed a contract for SCHC with eClinical Works, LLC, waiving CTGR's sovereign immunity.

113. On March 8, 2017, Lance approved a contract for CTGR dba Sacred Circle Healthcare with HealthTrust Purchasing Group, waiving CTGR's sovereign immunity.

114. On October 19, 2016, Lance approved and signed a contract for SCHC with Infinisource, Inc., waiving CTGR's sovereign immunity.

115. On December 21, 2016, Lance approved an Agreement for CTGR with Nichols Capital, waiving CTGR's sovereign immunity.

116. On March 7, 2017, Lance approved an amendment to CTGR's December 21, 2016 Agreement with Nichols Capital, waiving CTGR's sovereign immunity,

117. On September 29, 2017, Lance approved a contract for CTGR with Principal Financial Group, waiving CTGR's sovereign immunity.

118. On March 8, 2017, Lance approved and signed a contract for CTGR dba Sacred Circle Healthcare with TransFirst, waiving CTGR's sovereign immunity.

119. On April 16, 2017, Lance approved a contract for SCHC with US Bank and Les Olson Company, waiving CTGR's sovereign immunity.

120. Lance approved a contract for SCHC with UMIA, waiving CTGR's sovereign immunity.

121. On June 1, 2017, Lance approved a contract for CTGR with Regence BlueCross BlueShield of Utah, waiving CTGR's sovereign immunity.

122. By waiving CTGR's sovereign immunity, Lance exposed CTGR and the Health Department to liability.

123. Omega Interventional Pain, PLLC, doing business as Omega Interventional Pain Clinic (Omega) is a Utah professional limited liability company and holds itself out as a provider of professional healthcare services for pain management, among other services.

124. Omega is owned, operated, and controlled by S. Pulley, who is a medical doctor, and J. Pulley, who is an administrative executive.

125. In 2017 CTGR, through SCHC entered into a Professional Services Agreement (PSA), a Laboratory Management Agreement (LMA) and a related Side-Letter Agreement (SLA) with Omega for the provision of services on behalf of SCHC in Salt Lake City.

126. The SLA provided, in part, that Omega acknowledged that “all right, title and interest in the structure, organization, policies, and protocols associated with the establishment and operation of an off-Reservation P.L. 93-638 Tribal health facility that serves both beneficiaries and non-beneficiaries, and all related confidential and proprietary information (collectively ‘CTGR IP’) shall remain at all times the sole and exclusive property of CTGR, and during the term of the [LMA] with CTGR [Omega] shall not operate to transfer or convey to any third party any of the CTGR IP. [Omega] shall take all steps reasonable and necessary to acknowledge and protect CTGR’s ownership and rights to the CTGR IP during the term of the Agreements.” SLA at P. 2, ¶ 3.

127. Omega was represented by Defendant Topp of DW who negotiated the terms of each agreement on Omega’s behalf.

128. The PSA, which DW drafted, established, among other things, that “any information, in whatever form, relating directly or indirectly to the business of either Party, whether prepared by such Party or by any other person, that is, has been or will be made available to the other Party, including, but not limited to, finances, methods of operation and competition, pricing, marketing studies, marketing memoranda and strategies, databases, reports, vendor names and arrangements, products, services, business plans, utilization, utilization review or peer review information, reimbursement or cost data and other materials or records of a proprietary nature,” would be considered Confidential Information. PSA at § 8.3.

129. Within the PSA the parties also agreed not to “without the other Party’s prior written consent, disclose to others, use directly or indirectly for the benefit of others, copy or permit to be copied the Confidential Information, except in pursuit of its duties and obligations under this Agreement or as otherwise required by law.”

130. Lance, Trotter, and DW Defendants assisted Omega, J. Pulley and S. Pulley in breaching the PSA, and LMA, and related SLA.

131. On or about November 13, 2017, in concert with J. Pulley and Trotter, Lance hired DW to draft his employment agreement as Director at SCHC.

132. Lance hired DW without the Tribal Council’s knowledge or consent.

133. DW disclosed to Lance a conflict of interest because the firm represented Omega, and requested that Lance waive the conflict of interest.

134. Lance did not inform the Council of the conflict.

135. Lance used DW to prepare the Employment Agreement (Dorsey Employment Agreement). Dorsey Employment Agreement attached hereto as Exhibit 4.

136. Lance used SCHC funds to pay DW for preparation of the Dorsey Employment Agreement.

137. The CTGR Council did not authorize or approve the Dorsey Employment Agreement.

138. The full Board of Directors did not authorize or approve the Dorsey Employment Agreement.

139. Neither the Council nor the full Board of Directors reviewed the Dorsey Employment Agreement before it was executed.

140. J. Pulley directed the efforts of DW regarding the content of the Dorsey Employment Agreement by email directly to and from DW attorneys.

141. During this time, Lance was pursuing private business endeavors with J. Pulley, Trotter, and S. Pulley.

142. The Dorsey Employment Agreement provided for a significant raise for Lance, including a monthly salary of \$22,916.67, as well as an “annual discretionary bonus of up to forty percent (40%) of his base compensation”.

143. The Dorsey Employment Agreement was drafted primarily by DW attorney Defendant Kornblatt at the direction of Lance and J. Pulley.

144. The Dorsey Employment Agreement paid Lance \$275,000 in annual salary.

145. The Dorsey Employment Agreement Lance paid an annual bonus of \$110,000.

146. Under the Dorsey Employment Agreement Lance was paid approximately \$385,000 yearly in total compensation.

147. Lance, Trotter, and J. Pulley arranged for the Board of Directors to appoint a three-person Compensation Committee that included J. Pulley, principal of E4 (member of Neuma), in order to keep the existence and terms of the Dorsey Employment Agreement secret from the Council and Tribal members.

148. Notices under the Dorsey Employment Agreement were to be sent to Trotter, member of 27 C (member of Neuma) and one of Lance’s private business partners.

149. The Council was not aware of, did not review, and did not approve the Dorsey Employment Agreement prior to execution.

150. DW advised Lance as to the Dorsey Employment Agreement, and billed SCHC for that service.

151. Under the Dorsey Employment Agreement the Director could only spend, without prior approval of CTGR’s Business Council or the SCHC Board of Directors, amounts authorized in the Long Term Development Plan. Dorsey Employment Agreement at 3.01(iv).

152. DW performed legal services on behalf of SCHC as early as November 2017.

153. DW provided and billed SCHC for legal services on November 20, 2017, November 28, 2017, November 29, 2017, November 30, 2017, and December 12, 2017.

154. On November 20, 2017 Defendant Topp inquired of J. Pulley what person should sign a retainer agreement with DW on behalf of CTGR.

155. On November 29, 2017, Defendant Grigonis billed SCHC 4.3 hours for reviewing CTGR's Constitution and Healthcare Ordinance, and discussing the same.

156. More legal services were provided by DW to SCHC between December 12, 2017 and January 25, 2018.

157. Said legal services were undertaken without any written or documented consultation about the conflict of interest or consent with CTGR, and without the approval of the Chairman of CTGR.

158. The engagement letter between DW and SCHC is dated December 13, 2017. Engagement Letter attached hereto as Exhibit 5.

159. On December 14, 2017 DW employee Lori Nielsen sent the engagement letter by email to Lance Johnson and copied Defendant Topp on that email.

160. Lance executed the engagement letter on January 25, 2017 without approval from CTGR's Business Council and without approval from the Board of Directors at SCHC, at which time DW formally undertook representation of SCHC.

161. Beginning in February or March of 2018, in response to the fact that CTGR rescinded the Health Care Ordinance then in effect, Lance contacted Defendant Grigonis and informed her that individual tribal members would be filing suit in tribal court against CTGR Business Council.

162. In response, Defendant Grigonis informed Lance and J. Pulley that she would ghost-write a form Petition for Injunction that *Pro Se* members of CTGR could then use to sue CTGR.

163. On or about April 24, 2018, DW communicated with Plaintiff CTGR conveying Omega's Notice of Breach of the PSA and LMA stating therein that DW represented Omega in a claim adverse to the CTGR and SCHC, while still billing SCHC and CTGR for other work it was performing on behalf of Neuma.

164. Neither CTGR nor SCHC ever gave informed consent regarding any of DW's adverse actions against them after paying DW for legal services and forming an attorney-client relationship.

165. No authorized person at CTGR was ever informed, and consequently no approval was ever given regarding DW's representation of SCHC.

166. Also in 2017, although it was not formally created with the Utah Secretary of State until January of 2018, Lance, Trotter, S. Pulley, and J. Pulley agreed to form a Utah Limited Liability Company called Neuma Healthcare Development, LLC (Neuma).

167. The purpose of Neuma was to engage in the business of consulting other tribes across the United States on the formation and administration of other 638 Contract Tribal Health Clinics.

168. Neuma and Omega Interventional Pain are related entities.

169. DW represented Neuma in both 2017 and 2018 in its efforts to forge contacts with other Tribes for the purpose of forming 638 Contract Tribal Health Clinics.

170. DW Defendants put forth extensive efforts reaching out to many tribes and officials within the federal government to introduce them, or to induce federal government officials to introduce them, to Neuma for the purpose of forming 638 Contracts for Tribal Health Clinics.

171. Whenever tribes or federal government officials expressed interest, Lance, Trotter, S. Pulley, and J. Pulley, on behalf of Neuma, used their positions within SCHC to host said tribes and federal government officials in Salt Lake City and conducted tours of SCHC's facilities for the purpose of sharing SCHC's intellectual property and confidential information in order to induce tribes and federal government officials to contract with Neuma for the purpose of forming a 638 Contract Tribal Health Clinic.

172. DW was at all times apprised of and assisting Neuma in all phases of their attempts to use SCHC's intellectual property and confidential information to induce tribes and federal government officials to contract with Neuma for the purpose of forming a 638 Contract Tribal Health Clinic.

173. Upon information and belief, all work performed by DW on behalf of Neuma was invoiced to and paid by SCHC, pursuant to Lance's personal use of SCHC accounts for that purpose.

174. Trotter is presently providing accounting services to Lance at the Skull Valley health care clinic.

175. Using company time and resources, Lance engaged in sexual harassment of an SCHC provider by text messages, which are in the possession of Plaintiffs.

176. Defendants cooperated, conspired, and coordinated as a 'family' of associates to develop and advance Neuma.

177. Neuma focused on providing consulting services for other tribes to develop health care clinics similar to SCHC

178. A Neuma meeting summary dated November 6, 2017, developed by S. Pulley (email dated November 7, 2017) and approved by Lance, admits that "the decision was made that Virgil [Johnson] would fulfill the role that was previously anticipated for the tribe as the Native American liaison with other Tribes." November 6, 2017 Email attached hereto as Exhibit 6.

179. The Neuma meeting summary also admits that "the decision was also made that the shares of Neuma would be divided evenly between the family members of this company. The family members include:

Gerry Trotter;

Jason Pulley

Lance Johnson

Virgil Johnson

Steven Pulley

Each of the family members will receive 20% of the company shares."

November 6, 2017 Email.

180. The Neuma meeting summary memorializes assignments to Lance and Virgil to contact other tribes to develop health care clinics.

181. The Neuma meeting summary memorializes the assignment to J. Pulley to use Dorsey & Whitney to identify other tribes for Neuma.

182. S. Pulley is also an equity interest owner of Neuma as demonstrated by the September 2017 written proposal to the Tribe, and the November 6, 2017 Neuma meeting minutes.

183. Neuma is an entity related to Steve Pulley.

184. Neuma is an entity related to Jason Pulley.

185. Neuma is an entity related to Omega Interventional Pain, PLLC.

186. Virgil Johnson confirmed to Plaintiffs that he was promised an interest in Neuma, but was told to keep his name off the LLC until later.

187. Defendants conspired and cooperated to bestow upon one another benefits from SCHC resources, including:

- a. Lance worked to get J. Pulley on the Board of Directors for SCHC and on the Compensation Committee;
- b. J. Pulley worked to get Lance a lucrative employment agreement;
- c. Lance worked to get S. Pulley a lucrative purchase agreement for a lab equipment and a suite lease agreement which paid for space not used by SCHC;
- d. J. Pulley worked to bring legal work to DW from Lance and Neuma;
- e. DW worked to get business for Neuma, J. Pulley, Lance, and Trotter;
- f. Trotter worked to get DW paid from SCHC resources for work done for Omega or S. Pulley;

g. Trotter helped Lance engage in and cover up financial mismanagement at SCHC;

h. Lance worked to pay Trotter at least one large bonus;

i. S. Pulley helped Lance have an interest in and develop Neuma using Pulley's legal counsel, DW;

j. Lance helped S. Pulley by hiring DW to help S. Pulley's company Omega get out of LMA and PSLA and Side Letter Agreement with Plaintiffs;

k. S. Pulley was aware of or involved in Lance's unbundling billing practices, which helped Lance show false revenue earnings;

188. These mutually beneficial activities were done at SCHC's expense.

FIRST CAUSE OF ACTION
(Breach of Contract—Lance)

189. The allegations of paragraphs 1 through 187 are incorporated as though fully set forth herein.

190. Defendant Lance had an employment contract with Plaintiffs, as set forth in CTGR Resolution 16-G-006.

191. Defendant Lance breached that employment contract in material ways, including:

a. billing multiple laboratory encounters for a group of services that are appropriately covered by a single comprehensive billing code in violation of federal regulations, and the Plaintiffs' 638 contract;

b. misuse of Medicaid funds in violation of federal law and 25 USC 1641(d)(2)(A) and Section 1602;

c. paying himself \$200,000 in excess of his contract;

d. misappropriation of SCHC funds;

e. conversion of Plaintiffs' assets;

f. waiving the Plaintiffs' sovereign immunity;

- g. mismanagement of the SCHC clinic;
- h. conspiring with Defendants and coordinating with a ‘family’ of associates to undermine Plaintiff’s interests;
- i. interfering with Plaintiffs’ contractual relationships;
- j. directing unauthorized contact with government officials; and,
- k. engaging in sexual harassment using SCHC resources at the SCHC clinic.

192. As a direct and proximate result of Lance’s breach of the employment agreement, Plaintiffs have suffered damages in an amount to be proven at trial.

SECOND CAUSE OF ACTION
(Breach of the Duty of Confidentiality—DW Defendants)

193. The allegations of paragraphs 1 through 191 are incorporated as though fully set forth herein.

194. Although unauthorized, Plaintiffs had a *de facto* attorney-client relationship with DW Defendants.

195. DW Defendants failed to treat CTGR and SCHC’s matters as confidential when they assisted Lance, J. Pulley, and Neuma in contacting tribes and federal government officials.

196. DW Defendants further failed to treat Plaintiffs’ matters as confidential when they discussed Plaintiffs’ confidential information and intellectual property with other tribes and federal government officials to induce them to contract with Neuma to establish 638 Contract Tribal Health Clinics.

197. DW Defendants further failed to treat Plaintiffs’ matters as confidential when they invited tribes and federal government officials to SCHC’s facilities and provided access to Plaintiffs’ confidential information and intellectual property.

198. DW Defendants further failed to treat Plaintiffs’ matters as confidential when they induced other tribes and federal government officials to contract with Neuma to establish 638 Contract Tribal Health Clinics.

199. DW Defendants further failed to treat Plaintiffs' matters as confidential when they assisted in breaching the PSLA, LMA, and Side-Letter.

200. DW Defendants further failed to treat Plaintiffs' matters as confidential when they threatened to sue Plaintiffs on behalf of Omega for breach of the PSA and LMA.

201. Plaintiffs' intellectual property and confidential information are valuable and now in the hands of numerous other individuals and entities due to DW Defendants actions.

202. DW Defendants disclosed Plaintiffs' confidential information when they assisted the other Defendants in usurping Plaintiffs' business opportunities and harming Plaintiffs' present standing as a Tribal Health Facility.

203. Plaintiffs have been damaged by DW Defendants' breach of the duty of confidentiality.

THIRD CAUSE OF ACTION
(Breach of the Duty of Loyalty – DW Defendants)

204. The allegations of paragraphs 1 through 202 are incorporated as though fully set forth herein.

205. Although unauthorized, Plaintiffs had a *de facto* attorney-client relationship with DW Defendants.

206. DW Defendants failed to have undivided loyalty to Plaintiffs.

207. DW Defendants breached their duty of loyalty when they failed to obtain reasonable terms for Plaintiffs in relation to the DW Employment Agreement.

208. DW Defendants further breached their duty of loyalty when they assisted Lance, J. Pulley, and Neuma, at Plaintiffs' expense, in contacting tribes and federal government officials; discussing Plaintiffs' confidential information and intellectual property with them to induce them to contract with Neuma to establish 638 Contract Tribal Health Clinics, inviting tribes and federal government officials to SCHC's facilities to gain access to Plaintiffs' confidential information and intellectual property to induce them to contract with Neuma to establish 638 Contract Tribal Health Clinics.

209. DW Defendants further breached their duty of loyalty when they ghost-wrote a form Petition for Injunction for *pro se* tribal members to use to sue Plaintiffs in tribal court.

210. DW Defendants further breached their duty of loyalty when they threatened to sue Plaintiffs on behalf of Omega for breach of the PSA, LMA, and SLA.

FOURTH CAUSE OF ACTION
(Concealment of Important Facts – DW Defendants)

211. Each preceding paragraph is incorporated as though fully set forth herein.

212. Although unauthorized, Plaintiffs had a *de facto* attorney-client relationship with DW Defendants.

213. DW Defendants concealed important facts or law from Plaintiffs, including but not limited to the formation of the Dorsey Employment Agreement, ghost-writing a form Petitioner for Injunction to sue CTGR, and the unlawful activity of Neuma and its agents, owners and employees.

214. DW Defendants' acts were a cause of Plaintiffs' harm.

FIFTH CAUSE OF ACTION
(Legal Malpractice - DW Defendants)

215. Each preceding paragraph is incorporated as though fully set forth herein.

216. Although unauthorized, Plaintiffs had a *de facto* attorney-client relationship with DW Defendants.

217. DW Defendants failed to use the same degree of care, skill, judgment, and diligence used by reasonable careful attorneys under similar circumstances toward CTGR.

218. DW Defendants' failure to use that degree of care was a cause of Plaintiffs' harm.

SIXTH CAUSE OF ACTION
(Civil RICO – All Defendants)

219. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 217 of this Complaint as if fully set forth herein.

220. Defendants Topp, Grigonis, Kornblatt, Lance, S. Pulley, J. Pulley, and Trotter are each "persons" under 18 U.S.C. § 1961.

221. Defendants DW, Neuma, 27 C and E4 are an “enterprise” as defined in 18 U.S.C. § 1961.

222. Defendants Lance, Trotter, J. Pulley, and S. Pulley constitute an “enterprise” as defined in 18 U.S.C. § 1961.

223. All Defendants, acting as a ‘family’, constitute an “enterprise” as defined in 18 U.S.C. § 1961.

224. 27 C, E4, Neuma, and DW are engaged in interstate commerce.

225. These individuals and enterprises were engaged in developing 638 tribal health clinics and attempted to form consulting agreements or management services agreements with tribes using Plaintiffs’ resources, including Medicaid funds, and confidential information.

226. Defendants attempted to induce said tribes and federal government officials to do business using Plaintiffs’ resources, including Medicaid funds, through disclosure of CTGR and SCHC’s confidential information and intellectual property.

227. Lance, Trotter, J. Pulley, and S. Pulley are associated with Neuma.

228. Defendants, through their direction and use of Plaintiffs’ resources, in violation of federal regulations governing the use of Medicaid funds including 25 USC 1641(d)(2)(A) and Section 1, and by their strategic contacts with tribes and federal government officials, on one another’s behalf, have engaged in racketeering conduct.

229. Defendants engaged in a pattern of racketeering activity.

230. Defendants’ scheme was to gain a competitive advantage over Plaintiffs’ potential business opportunities with tribes across the country at SCHC’s expense by violating explicit written agreements, without SCHC’s knowledge or consent.

231. In furtherance of this scheme, DW Defendants assisted Neuma by setting appointments for other tribes and federal government officials to come and tour the SCHC facilities and actually show them confidential information and intellectual property in order to induce them to enter into contracts with Neuma to consult and establish 638 tribal health clinics.

232. Defendants used SCHC credit cards, debit cards, and checks in order to access SCHC funds and used those funds to cover expenses incident to the efforts described above, including paying for services rendered by DW on behalf of Neuma in furtherance of this scheme.

233. Each act by DW Defendants of assisting Neuma's members to violate contracts with SCHC from its unique position of trust as SCHC's (unauthorized) legal counsel by virtue of its ability to secure use and disclosure of SCHC's confidential information and intellectual property constitutes a predicate act of racketeering under 18 U.S.C. § 1961(b).

234. DW's ongoing efforts to assist Neuma in the use and disclosure of SCHC's confidential information and intellectual property for its own personal gain or the gain of its other clients, without the knowledge or consent of Plaintiffs, and the acceptance of Plaintiffs' money in payment therefore, constitutes a related and continuous pattern of racketeering activity under 18 U.S.C. § 1962.

235. Each tribe or federal government official contacted and approached about a 638 Contract Tribal Health Clinic constitutes a distinct fraud as part of a single scheme which continues today.

236. The unlawful contacts and solicitations directly injure SCHC and CTGR because they were illicitly financed using Plaintiffs' resources and Medicaid funds, and attracted or ruined business opportunities that would otherwise have been available to Plaintiffs, and harmed Plaintiffs' standing as a Tribal Health Facility.

237. Lance, Trotter, J. Pulley, and Neuma were able to realize at least one 638 Contract relationship with another Indian tribe only because Defendants used Plaintiffs' valuable intellectual property and confidential information, and Plaintiffs' own resources to finance the scheme.

238. Defendants' conduct directly injured Plaintiffs because it converted actual funds from SCHC and diverted SCHC's opportunities to Neuma without Plaintiffs having knowledge of or consenting to the same.

239. Defendants profited from their scheme by gaining business at SCHC's expense.

240. As a direct result of Defendants' racketeering scheme and usurpation of SCHC corporate opportunities, SCHC has lost substantial funds as well as potential agreements with other tribes to assist and consult in formation of a 638 Contract Tribal Health Clinic which has cost and continues to cost SCHC a substantial amount of profits and market share, and has damaged Plaintiffs' standing as a Tribal Health Facility.

241. By reason of the foregoing, SCHC has been damaged in lost profits in an amount to be determined.

242. Pursuant to 18 U.S.C. § 1964(c), Plaintiffs are entitled to recover treble damages in an amount to be determined.

SEVENTH CAUSE OF ACTION
(Unjust Enrichment – DW)

243. The allegations of paragraphs 1 through 241 are incorporated as though fully set forth herein.

244. Mostly without their knowledge or consent, Plaintiffs bestowed a benefit upon Defendants when their monies were utilized to: pay for legal services from DW Defendants in connection with negotiating the DW Employment Agreement; assist Neuma to contact tribes and federal government officials; provide Plaintiffs' confidential information and intellectual property with said tribes and federal government officials to induce them to contract with Neuma or Lance to establish 638 Contract Tribal Health Clinics; invite tribes and federal government officials to SCHC's facilities to gain access to Plaintiffs' confidential information and intellectual property to induce them to contract with Neuma or Lance to establish or operate a 638 Contract Tribal Health Clinic; to build a consulting company in which Lance, Trotter, J. Pulley, and S. Pulley had an interest.

245. Defendants knew they were receiving a benefit from Plaintiffs' funds, proceeds from those funds, or benefits derived therefrom, and used said funds, proceeds, or benefits to harm Plaintiffs.

246. Defendants have retained those benefits realized by each through use of Plaintiffs' funds.

247. Under these circumstances, allowing Defendants to retain the benefits realized by use of Plaintiffs' funds for provision of legal services adverse to their interests would be inequitable.

EIGHTH CAUSE OF ACTION
(Interference with Economic Relations – All Defendants)

248. The allegations of paragraphs 1 through 246 are incorporated as though fully set forth herein.

249. Defendants intentionally interfered with an existing or potential economic relationship that Plaintiffs had.

250. Defendants did so by improper means.

251. Defendants' interference caused harm to Plaintiffs.

NINTH CAUSE OF ACTION
(Civil Conspiracy – All Defendants)

252. The allegations of paragraphs 1 through 250 are incorporated as though fully set forth herein.

253. Defendants cooperated and worked as a combination of two or more persons.

254. Defendants had a design or object to be accomplished, namely the development of a consulting business or management services business of other Tribal clinics similar to Plaintiffs'.

255. Defendants had a meeting of the minds about the design or object, or the course of action.

256. Defendants engaged in more than one unlawful act to accomplish said design or object.

257. Each Defendant acted in concert with, and with knowledge of one another's activities.

258. Plaintiffs suffered damages as a result of Defendants' actions.

TENTH CAUSE OF ACTION

(Intentional Interference with Contractual Relations – All Defendants)

259. The allegations of paragraphs 1 through 257 are incorporated as though fully set forth herein.

260. Plaintiffs had current contractual relationships with IHS, Omega, and health care providers.

261. Plaintiffs had potential contractual relationships with other Indian tribes.

262. Defendants knew of the actual contractual relationships, and potential contractual relationships.

263. Defendants also knew that the PSA, LMA, and SLA contained explicit terms prohibiting not only parties to the agreements, but also Related Entities from using Plaintiffs' intellectual property or confidential information without the express written permission of Plaintiffs.

264. Defendants engaged in intentional actions to interfere in the actual and potential contractual relationships.

265. Defendants' interference was wrongful and illegal.

266. Plaintiffs had a potential relationship with the Skull Valley Band of Goshutes which Lance, Trotter, J. Pulley, S. Pulley and Neuma usurped.

267. Plaintiffs' current and potential relationships have been damaged by Defendants' interference.

ELEVENTH CAUSE OF ACTION

(Breach of Contract – DW)

268. The allegations of paragraphs 1 through 266 are incorporated as though fully set forth herein.

269. DW Defendants entered into an agreement with SCHC to provide legal services that were "solely for SCHC's benefit."

270. Assisting Lance, J. Pulley, and Neuma, using Plaintiffs' funds, in a manner that benefitted Lance, J. Pulley, Neuma, or Omega breached that agreement.

271. SCHC was damaged as a result of DW Defendants' breach in an amount to be proven at trial.

TWELFTH CAUSE OF ACTION
(Violation of Utah's Uniform Trade Secrets Act – All Defendants)

272. The allegations of paragraphs 1 through 270 are incorporated as though fully set forth herein.

273. The Plaintiffs owned the CTGR intellectual property (IP).

274. The Defendants improperly disclosed or used the CTGR IP in order to induce competing business relationships with Neuma.

275. Plaintiffs have been harmed by Defendants' conduct.

THIRTEENTH CAUSE OF ACTION
(Violation of the Defend Trade Secrets Act – All Defendants)

276. The allegations of paragraphs 1 through 274 are incorporated as though fully set forth herein.

277. The Plaintiffs owned the CTGR IP.

278. The CTGR IP was used in interstate commerce.

279. The Defendants improperly disclosed or used the CTGR IP in order to induce competing business relationships with Neuma, in violation of the Defend Trade Secrets Act of 2016, 18 U.S.C. 1836.

280. Defendants improperly disclosed or used the CTGR IP without the express or implied consent of Plaintiffs.

281. Plaintiffs have been harmed by Defendants' conduct.

FOURTEENTH CAUSE OF ACTION
(Intentional Interference with Contractual Relations – J. Pulley and S. Pulley)

282. The allegations of paragraphs 1 through 280 are incorporated as though fully set forth herein.

283. Plaintiffs had an employment contract with Lance, as set forth in CTGR Resolution 16-G-006.

284. Defendants J. Pulley and S. Pulley knew of the actual contractual relationship between Lance and Plaintiffs.

285. Defendants J. Pulley and S. Pulley engaged in intentional actions to interfere in the contractual relationship between Lance and Plaintiffs.

286. Defendants interference was wrongful and illegal.

287. Plaintiffs current relationship with Lance was damaged by Defendants' interference.

PRAYER FOR RELIEF

Wherefore, Plaintiffs request and pray that judgment be entered against Defendants as follows:

A. For money damages, including economic losses, in an amount to be determined at trial;

B. For compensatory damages in an amount to be determined at trial;

C. For punitive damages in an amount to be determined at trial;

D. For restitution of the monies paid by Plaintiffs;

E. For a declaration that Defendants are bound by the terms and conditions of the Professional Services Agreement, Lab Management Agreement regarding disclosure of confidential information and intellectual property;

F. For those statutory civil remedies provided by 18 U.S.C. § 1964, including but not limited to "threefold" damages;

G. For an order enjoining Defendants from engaging in the unlawful acts complained of herein;

H. For reimbursement to Plaintiffs of funds paid or lost;

I. For reasonable attorneys' fees and costs of suit pursuant to the applicable contracts; 18 U.S.C. § 1964; Utah Code 78B-5-825; and Utah Code 78B-5-825; and

J. For such other and further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury on all claims and defenses as permitted by law.

DATED: This 14th day of November 2018.

ECHO HAWK & OLSEN, PLLC

/s/ Mark A. Echo Hawk

Counsel for Plaintiffs

VERIFICATION

STATE OF UTAH)
)ss.
County of Salt Lake)

I, Rupert Steele, declare as follows:

1. I am Chairman of the Business Council of the Confederated Tribes of the Goshute Reservation, governing body of the Plaintiff in the present case, a citizen of the United States of America and a resident of the State of Utah.

2. I have personal knowledge of myself, my activities, and my intentions, including those set out in the foregoing Verified Complaint, and if called on to testify I would competently testify as to the matters stated herein.

3. I verify under penalty of perjury under the laws of the United States of America that the factual statements in this Verified Complaint concerning the Confederated Tribes of the Goshute Reservation are true and correct.

Executed on this 13th day of November, 2018.

/s/ Rupert Steele
Chairman Rupert Steele

SUBSCRIBED AND SWORN TO before me this 13th day of November, 2018.

(SEAL)

/s/ Colleen Sullivan
Notary Public for Utah
Commission expires: June 2, 2020
Commission No. 689118

Exhibits to Verified Complaint

Ex. No.	Title/Description	Bates No.
1	Constitution of the Confederated Tribes of the Goshute Reservation	CTGR 00001 – CTGR 00007
2	CTGR Health Ordinance (16-ORD-001)	CTGR 00008 – CTGR 00026
3	CTGR Resolution No. 16-G-006	CTGR 00027 – CTGR 00028
4	Dorsey Employment Agreement	CTGR 00029 – CTGR 00035
5	Engagement Letter	CTGR 00036 – CTGR 00037
6	S. Pulley Email to Lance Johnson, November 7, 2017	CTGR 00038 – CTGR 00039