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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

GALANDA BROADMAN, PLLC, a  
Washington professional limited liability  
company,

Plaintiff,

v.

KILPATRICK TOWNSEND & STOCKTON  
LLP, a foreign limited liability company; ROB  
ROY EDWARD STUART SMITH, an  
individual; and RACHEL SAIMONS, an  
individual,

Defendants.

No.

**COMPLAINT FOR DAMAGES**

COME NOW Plaintiff Galanda Broadman, PLLC, by and through its attorneys, Corr  
Downs PLLC, and hereby states and alleges as follows:

**I. PARTIES**

1. Plaintiff Galanda Broadman, PLLC (“Galanda Broadman”) is a Washington  
professional limited liability with its principal place of business located at 8606 35<sup>th</sup> Avenue  
NE, Suite L1, Seattle, WA 98115, in King County.

2. Defendant Kilpatrick Townsend & Stockton (“Kilpatrick Townsend”) is a  
Georgia limited liability partnership doing business at 1420 Fifth Avenue, Suite 3700, Seattle,  
WA 98101 in King County, Washington.

3. Upon information and belief, Defendant Rob Roy Edward Stuart Smith  
(“Smith”) is an individual residing in King County, Washington.

1           4.       Upon information and belief, Defendant Rachel Saimons (“Saimons”) is an  
2 individual residing in King County, Washington.

3                               **II. JURISDICTION AND VENUE**

4           5.       The Superior Court of Washington for King County has subject matter  
5 jurisdiction over this action pursuant to RCW 2.08.010.

6           6.       Jurisdiction is proper in the State of Washington pursuant to RCW 4.28.185  
7 because the cause of action as alleged herein arose out of activities, including the commission  
8 of tortious acts, within the State of Washington.

9           7.       Venue is proper in this case because all events relating to Galanda Broadman’s  
10 case transpired in King County, Washington, Defendants reside in this County, and a substantial  
11 portion of the transactions and wrongs complained of herein, including Defendants’ primary  
12 participation in the wrongful acts detailed herein, occurred in this County.

13                               **III. FACTS**

14 **A.     About the Parties.**

15           8.       Galanda Broadman is an American Indian-owned boutique law firm specializing  
16 in the advancement of tribal legal rights and Indian business interests. Founded in 2010 by  
17 Gabe Galanda and Anthony Broadman, the firm currently employs approximately eight  
18 attorneys.

19           9.       Kilpatrick Townsend is an international law firm headquartered in Atlanta, GA.  
20 The firm has 19 offices and approximately 650 attorneys. Kilpatrick Townsend established its  
21 Seattle office in 1989, where it employs approximately 35 attorneys.

22           10.     Smith is an attorney and partner at Kirkpatrick Townsend. Upon information  
23 and belief, Smith is the Co-Team Leader for Native American Affairs at Townsend Kilpatrick.  
24 Saimons is an associate attorney at Kilpatrick Townsend. Upon information and belief,  
25 Saimons also focuses her practice on Native American Affairs. Kilpatrick Townsend is liable  
26 for all actions of its attorneys, including Smith and Saimons, under the doctrine of respondeat  
27 superior. The conduct of these attorneys was implicitly ratified by Kirkpatrick Townsend.

1           11.     Beginning in January, 2017, Galanda Broadman represented certain members of  
2 the Nooksack Indian Tribe in a federal lawsuit, *Margretty Rabang, et al. v. Robert Kelly, Jr., et*  
3 *al.*, Case No. 2:17-CV-00088-JCC (the “*Rabang Action*”), alleging that tribal officials had  
4 violated the federal Racketeer and Corrupt Organizations Act, 18 U.S.C. § 1964. One of the  
5 defendants in the *Rabang* lawsuit, Raymond Dodge, was and continues to be represented by  
6 Smith and Saimons of Kirkpatrick Townsend. As of the filing of this Complaint, the *Rabang*  
7 Action is the subject of a pending appeal before the U.S. Court of Appeals for the Ninth Circuit,  
8 Appeal No. 18-35711. The *Rabang Action* has been a particularly contentious lawsuit between  
9 certain parties and their counsel, including Galanda Broadman and Kirkpatrick Townsend.

10   **B.     Galanda Broadman Represented the Nisqually Indian Tribe Pursuant to a**  
11   **Contract for Professional Services.**

12           12.     On or about June 25, 2015, Galanda Broadman entered into a written Contract  
13 for Professional Services (the “Services Agreement”) with the Nisqually Indian Tribe (the  
14 “Tribe”). The parties renewed the Services Agreement on January 1, 2017 with a clause stating  
15 that the Services Agreement would automatically renew annually unless terminated in  
16 accordance with its terms. Leona Colegrove, the Tribe’s Legal Director, oversaw the Services  
17 Agreement. Ms. Colegrove is a former officer of the National American Indian Court Judges  
18 Association (the “NAICJA”). At Ms. Colegrove’s urging, the NAICJA removed Raymond  
19 Dodge (who is represented by Smith and Saimons in the *Rabang Action*) from its membership.

20           13.     On March 1, 2018, pursuant to Tribal Council Resolution No. 34-2017, the Tribe  
21 entered into a contingency fee-based Representation Agreement with a Minneapolis law firm,  
22 Robins Kaplan LLP, and Galanda Broadman, to represent the Tribe in Multi-District Litigation  
23 in the Northern District of Ohio against certain manufacturers and distributors of opioids (the  
24 “MDL Action”). Under the Representation Agreement, Galanda Broadman would receive five  
25 percent (5%) of Robin Kaplan LLP’s twenty percent (20%) gross recovery, if any.

26   **C.     Kirkpatrick Townsend, Smith, and Saimons Intentionally Interfered with Galanda**  
27   **Broadman’s Contracts with the Tribe.**

1           14.     In May 2018, Ms. Colegrove separated her employment from the Tribe.  
2 Galanda Broadman continued to provide legal services under the Services Agreement under the  
3 direction of two different successors to Ms. Colegrove.

4           15.     On June 6, 2018, the Tribe posted a Request for Proposal (the “RFP”) for a  
5 Special Prosecutor to conduct an investigation regarding the circumstances surrounding Ms.  
6 Colegrove’s departure from the Tribe. Smith and Saimons, on behalf of Kirkpatrick Townsend,  
7 submitted a response to the RFP. Upon further information and belief, Smith and Saimons  
8 made no disclosure to the Tribe regarding the conflicts existing between themselves and  
9 Galanda Broadman or Ms. Colegrove concerning the *Rabang* Action and the removal of  
10 Mr. Dodge from the NAIJCA. The Tribe awarded the Special Prosecutor contract to  
11 Kirkpatrick Townsend, Smith, and Saimons.

12           16.     In the course of their work as Special Prosecutor for the Tribe, Smith and  
13 Saimons had access to and knowledge of the Tribe’s Services Agreement with Galanda  
14 Broadman, as well as the MDL Action contingency-fee agreement between the Tribe, Robins  
15 Kaplan PLLC, and Galanda Broadman.

16           17.     On or before November 13, 2018, Smith and Saimons purported to complete  
17 their investigation of Ms. Colegrove. At no time during their investigation did Smith or  
18 Saimons interview or request to interview any representatives of Galanda Broadman or  
19 Ms. Colegrove. Smith and Saimons issued a report to the Tribe which included irrelevant, false  
20 and misleading claims that Galanda Broadman had engaged in unethical conduct in connection  
21 with the departure of Ms. Colegrove. In addition, in December 2018, Smith and Saimons  
22 delivered an oral presentation to the Tribe wherein they continued to defame Galanda  
23 Broadman with allegations of unethical conduct and recommending that the Tribe file an ethics  
24 complaint against Galanda Broadman to the Washington State Bar Association (“WSBA”).  
25 Smith and Saimons made these false statements to the Tribe for the improper purpose of  
26 harming Galanda Broadman and to damage the contractual and business relationships between  
27 the Tribe and Galanda Broadman.

1           18.     On December 7, 2018, the Tribe terminated its Services Agreement with  
2 Galanda Broadman upon thirty days' notice. As a consequence, Galanda Broadman was forced  
3 to withdraw its representation of the tribe in actions pending in the U.S. District Court for the  
4 Western District of Washington and the MDL Action in the Northern District of Ohio.

5           19.     On December 19, 2018, the Tribe filed an ethics complaint with the WSBA  
6 against Ms. Colegrove, which Smith and Saimons prepared for the Tribal Chairman's signature.  
7 In footnote 3, Smith and Saimons made further false and misleading allegations against Galanda  
8 Broadman, including that Galanda Broadman had drafted Ms. Colegrove's severance  
9 agreement and failed to review the agreement with the Tribal Council before it was executed.  
10 Both statements are demonstrably false, as Smith and Saimons either knew or would have  
11 known had they conducted a proper investigation rather than use their role as a Special  
12 Prosecutor to malign Galanda Broadman.

13           20.     As a direct and foreseeable result of the actions of Smith, Saimons, and  
14 Kirkpatrick Townsend, Galanda Broadman has suffered significant economic and non-  
15 economic injuries, including damage to its reputation within the Tribe.

16                               **IV. FIRST CAUSE OF ACTION:**

17                   **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONSHIP**

18           21.     Galanda Broadman re-alleges and hereby incorporates the foregoing paragraphs.

19           22.     To recover on a claim for tortious interference with contractual relations, a party  
20 must prove (1) that at the time of the conduct at issue, the plaintiff had a contractual relationship  
21 with a probability of future economic benefit for the plaintiff; (2) that the defendant knew of  
22 the existence of the contractual relationship; (3) that the defendant intentionally induced or  
23 cause the termination of the contractual relationship; (4) that the defendant's interference was  
24 for an improper purpose or by improper means; and (5) that the defendant's conduct was a  
25 proximate cause of damages to the plaintiff.

26           23.     From June 25, 2015 through December 7, 2018, the Tribe and Galanda  
27 Broadman were parties to a Services Agreement whereby Galanda Broadman provided legal

1 services to the Tribe in exchange for payment of fees. In addition, on March 1, 2018, the Tribe  
2 entered into a contingency fee agreement with Robins Kaplan LLP and Galanda Broadman,  
3 whereby Galanda Broadman would share in the gross recovery of multi-district litigation  
4 pending in the Northern District of Ohio.

5 24. Through their work as a Special Prosecutor for the Tribe, Smith and Saimons  
6 had knowledge of the above-referenced contractual relationships between the Tribe and  
7 Galanda Broadman.

8 25. After conducting an incomplete investigation, Smith and Saimons issued a  
9 report to the Tribe which included irrelevant, false and misleading claims that Galanda  
10 Broadman had engaged in unethical conduct in connection with the departure of Ms. Colegrove  
11 as the Tribe's Legal Director. In addition, in December 2018, Smith and Saimons delivered an  
12 oral presentation to the Tribe wherein they continued to defame Galanda Broadman with  
13 allegations of unethical conduct and recommending that the Tribe file an ethics complaint with  
14 the WSBA against Galanda Broadman.

15 26. Smith and Saimons made the aforementioned false statements to the Tribe for  
16 the improper purpose of harming Galanda Broadman and to damage the contractual and  
17 business relationships between the Tribe and Galanda Broadman. Among other reasons, Smith  
18 and Saimons were motivated in their improper purpose by proper and legal actions taken by  
19 Galanda Broadman and its clients in the *Rabang* Action, as well as the removal of Raymond  
20 Dodge from the membership of the NAICJA.

21 27. The aforementioned actions by Smith and Saimons directly resulted in the  
22 Tribe's termination of its Services Agreement with Galanda Broadman, as well as the  
23 termination of Galanda Broadman's participation in the MDL Action.

24 28. The aforementioned intentional interference with Galanda Broadman's  
25 contractual relationships with the Tribe caused economic and non-economic damages and  
26 injuries to Galanda Broadman in an amount to be proven.

1 **V. SECOND CAUSE OF ACTION:**

2 **VIOLATIONS OF THE CONSUMER PROTECTION ACT**

3 29. Galanda Broadman re-alleges and hereby incorporates the foregoing paragraphs.

4 30. To recover on a claim for violation of the Washington Consumer Protection Act,  
5 a party must prove (1) that the defendant engaged in an unfair or deceptive act or practice; (2)  
6 that the act or practice occurred in the course of the defendant's trade or commerce; (3) that the  
7 act or practice affects the public interest; (4) that the plaintiff was injured in its business or  
8 property; and (5) that the defendant's conduct was a proximate cause of damages to the plaintiff.

9 31. Smith and Saimons engaged in unfair and deceptive acts and practices by  
10 making false and misleading statements regarding Galanda Broadman to the Tribe as part of  
11 their investigation of Ms. Colegrove. In addition, they engaged in unfair and deceptive acts and  
12 practices by recommending that the Tribe pursue an ethics complaint against Galanda  
13 Broadman without conducting any interviews of Galanda Broadman or Ms. Colegrove. These  
14 actions had the capacity to deceive a substantial portion of the public.

15 32. The aforementioned unfair and deceptive acts were undertaken by Smith and  
16 Saimons as part of their commercial activities, including as attorneys serving as a Special  
17 Prosecutor for the Tribe.

18 33. The aforementioned unfair and deceptive acts affect the public interest. Under  
19 the Washington Rules of Professional Conduct, lawyers have a duty to refrain from knowingly  
20 making false statements of material fact or law to third persons. Violation of these rules erodes  
21 and harms the public's trust in the legal system, which negatively affects the public interest.

22 34. The aforementioned actions by Smith and Saimons directly resulted in the  
23 Tribe's termination of its Services Agreement with Galanda Broadman, as well as the  
24 termination of Galanda Broadman's participation in the MDL Action.

25 35. The aforementioned violation of the Washington Consumer Protection Act  
26 caused economic and non-economic damages and injuries to Galanda Broadman in an amount  
27 to be proven.

1 **VI. PRAYER FOR RELIEF**

2 Galanda Broadman prays for judgment against Defendants Kirkpatrick Townsend,  
3 Smith, and Saimons, as follows:

- 4 1. For all general and special damages sustained by Galanda Broadman;  
5 2. Interest calculated at the maximum amount allowable by law, including pre and  
6 post-judgment interest;  
7 3. Costs and disbursements pursuant to statute;  
8 4. Reasonable attorneys' fees and costs pursuant to the Consumer Protection Act  
9 and other applicable law; and  
10 5. Treble damages for each and every violation of the Consumer Protection Act,  
11 plus attorney fees and costs as permitted by law; and  
12 6. Any and all additional relief allowed by law or equity as the Court deems  
13 appropriate.

14 DATED: June 26, 2019

15 **CORR|DOWNS PLLC**

16  
17  
18 By /s/ Charles P. Rullman

19 Charles P. Rullman, WSBA # 42733

20 Jacob M. Downs, WSBA # 37982

21 CORR DOWNS PLLC

22 100 W. Harrison St., Ste. N440

23 Seattle, WA 98119

24 Phone: 206-962-5040

25 Email: crullman@corrdowns.com

26 Email: jdowns@corrdowns.com