
AMERICAN ARBITRATION ASSOCIATION

UTE INDIAN TRIBE OF THE UINTAH
AND OURAY RESERVATION,

Claimant,

v.

JOHN P. JURRIUS; THE JURRIUS GROUP LLP;
THE JURRIUS OGLE GROUP LLP; INDIGENA
HOLDINGS, LLC; INDIGENA CAPITAL, LP;
INDIGENA CAPITAL GP, INC.; and INDIGENA
CAPITAL PROJECTS 1 GP, LLC,

Respondents.

**CORRECTED
STATEMENT OF CLAIMS**

Case No. 01-20-0000-3669

By and through Counsel, Claimant Ute Indian Tribe of the Uintah and Ouray Indian
Reservation alleges as follows:

I. Introduction and Parties

1. Claimant Ute Indian Tribe of the Uintah and Ouray Reservation (the “Ute Tribe” or the “Tribe”) brings this action against John P. Jurrius, The Jurrius Group LLP, The Jurrius Ogle Group LLP, Indigena Holdings, LLC, Indigena Capital, LP, Indigena Capital GP, Inc. and Indigena Capital Projects 1 GP, LLC (herein collectively referred to as “Jurrius”), in response to Jurrius’ continued and willful violation of various provisions of a Settlement Agreement between the parties that was intended to settle a lawsuit captioned *Ute Indian Tribe v. Jurrius, et al.*, No. 08-cv-0788, brought by the Tribe in the United States District Court for the District of Colorado.

2. The Ute Tribe resides on the Uintah and Ouray Indian Reservation in Northeastern Utah. Three bands of Utes comprise the Ute Tribe: the Whiteriver Band, the Uncompahgre Band, and the Uintah Band. The Ute Tribe has a tribal membership of around three thousand

individuals, and over half of its membership lives on the Uintah and Ouray Indian Reservation (the “Reservation”). The Ute Tribe operates its own tribal government and oversees approximately 1.3 million acres of trust land which contains significant oil and gas deposits. Revenue from the development of these mineral resources is the primary source of income for the Tribe and its members. The Ute Tribe also owns and operates several businesses, both on and off the Reservation. The Ute Tribe is a federally recognized Indian Tribe, organized with a Constitution approved by the Secretary of the Interior pursuant to Section 16 of the Indian Reorganization Act, 25 U.S.C. § 5123. The Tribe is governed by an elected six-member Business Committee comprised of two representatives each from the Tribe’s three bands.

3. Defendant John P. Jurrius is an individual who resides in Texas, Utah, and/or Canada. Jurrius is a principal and/or CEO of Defendants Indigena Holdings, LLC, Indigena Capital, LP, Indigena Capital GP, Inc., Indigena Capital Projects 1 GP, Inc., and Indigena Capital Projects 1 GP, LLC. Jurrius also is, or was, a principal of The Jurrius Group LLP and The Jurrius Ogle Group LLP.

4. Defendant Indigena Holdings, LLC is a Delaware limited liability company that is also registered in Texas as a limited liability company, with management said to reside in John P. Jurrius.

5. Defendant Indigena Capital, LP is a Delaware limited partnership that is also registered in Texas as a limited partnership, with management said to reside in Indigena Capital GP, Inc.

6. Defendant Indigena Capital GP, Inc. is a Delaware domestic for-profit corporation, with management said to reside in John P. Jurrius.

7. Defendant Indigena Capital Projects 1 GP, LLC is a Delaware limited liability company that is also registered in Texas as a limited liability company, with management said to reside in John P. Jurrius.

8. Defendant The Jurrius Group, d/b/a the Jurrius Ogle Group LLC, is, or was, a limited liability partnership registered in Colorado through which John Jurrius conducts, or conducted, business in the states of Colorado, Texas, Utah and other places.

9. Defendant, the Jurrius Ogle Group LLC, is or was, a limited liability partnership registered in Texas through which John Jurrius conducts, or conducted, business in the states of Texas, Colorado, Utah and other places.

II. Statement of Facts

10. On December 1, 2000, the Tribe entered into a Financial Consulting Agreement with Jurrius, which was subsequently amended on July 3, 2002 to include the Jurrius Group LLP.

11. Pursuant to the Agreement, Jurrius developed a “Financial Plan” which he then persuaded the Tribe to implement via Tribal Ordinance. The Financial Plan called for, among other things, the establishment of three separate funds to use the Tribe’s assets for different purposes. Those funds were the Membership Fund, Enterprise Fund, and Venture Fund.

12. The Venture Fund was to be the “business arm of the Tribe” with the “sole objective” of generating “significant financial returns and profits, through creation of a fully diversified asset base and accompanying revenue streams.”

13. The Venture Fund was managed by the Venture Fund Board which, by Tribal Resolution, was charged with “making investment decisions on behalf and in the best interests of the Tribe, and then managing such investments made by the Tribe.” Jurrius was the Executive Director and Secretary of the Venture Fund Board.

14. The analysis of potential investments, business opportunities and contracts, and the analysis of supporting documentation, as well as the recommendation to the Venture Fund Board of whether to engage in such investments and business opportunities, was performed by a sub-set of the Venture Fund Board, the Executive Officers. Those Officers consisted solely of Jurrius, his business partner Bob Ogle, and a contract employee previously known to, and selected by, the Jurrius Group, Lynn Becker. Jurrius, Bob Ogle, and Lynn Becker appointed themselves as Executive Officers of the Venture Fund

15. Jurrius resigned from his position with the Tribe in August 2007. In October 2007, the Tribe engaged Gregory & Associates, LLC to perform an audit of the Venture Fund Board's historical financial statements and transactions from organization through September 2007. The Audit Report noted several material misstatements in the financial records of the Venture Fund Board and operations and holdings of various Tribal enterprises.

16. The Tribe brought suit in the United States District Court for the District of Colorado in 2008, *Ute Tribe of the Uintah and Ouray Reservation v. Jurrius*, Case no. 08-cv-188, seeking remedy for the acts, transactions, and courses of conduct of Jurrius and the Jurrius Group, who owed contractual and fiduciary duties to the Tribe.

17. On May 18, 2009, the Parties executed a Settlement Agreement which was intended to serve as a definitive agreement as to all disputes arising from Jurrius and the Jurrius Group's relationship with the Tribe.

18. Jurrius and the other defendants agreed to sell their rights and privileges in various business entities to the Tribe in exchange for fair and adequate compensation. In addition to the sale of interests Jurrius and the other defendants were also bound by a list of terms and conditions delineated in Paragraph 4 of the agreement which, along with the sale of interests, "*are an integral*

part of th[e] settlement.” The relevant terms and conditions of Paragraph 4 are set forth as follows:

(d) Except for information in the public domain, all records of the Tribe and information generated or accumulated by Defendants in connection with their provision of services to the Tribe remaining in Defendants’ possession, custody, or control shall be treated as confidential, and Defendants shall not use such information or disclose such information to other persons or entities without prior approval of the Business Committee or its designee. If a Defendant becomes subject to any legal obligation to disclose such information...Defendant shall...promptly notify the Plaintiff of the fact and the Parties shall promptly discuss in good faith ways in which the Defendant can reasonably make disclosures and comply with the obligations of confidentiality in this subpart...

(f) For a period of 25 years, Defendants will not conduct business of any kind on Tribal Territory with the Tribe or with any Tribally-related entities or enterprises, or with Ute Tribe allottees. Tribally-related entities or enterprises shall mean any partnership, company, corporation, or other business entity in which the Tribe or a Tribal entity or enterprise has an ownership interest, whether through membership interests; stock or otherwise...

(g) Defendants will not use the Tribe as a reference when soliciting new or continued business with other Tribes or any other entity;

(i) John P. Jurrius...agrees that he will not *for any purpose* enter within the Ute Indian Tribal Territory as defined in subpart (f) of this Section without the express prior permission of the Ute Tribal Business Committee or its designee. Notwithstanding anything to the contrary above, John P. Jurrius... may travel on public highways that pass through such Tribal Territory for purposes of travel to a location other than within the Tribal Territory;

19. By letter dated June 6, 2017, the Tribe notified Jurrius of two violations of the Settlement Agreement related to his solicitation of the Tribe’s involvement in a proposed pipeline project crossing portions of the Tribe’s Uintah and Ouray Indian Reservation and the use of the Tribe in solicitation of business. The letter demanded Jurrius comply with the Settlement

Agreement by removing the reference of the Ute Indian Tribe on the Indigena Capital website and promotional materials and ceasing to use the Tribe in the solicitation of new or continued business.

20. On October 22, 2019, the Tribe was given notice of intent of a subpoena duces tecum to be served on Jurrius in the cases *Ute Indian Tribe v. Lawrence, et al.*, and *Becker v. Ute Indian Tribe*, U.S. District Court for the District of Utah, case nos. 2:16-cv-579 and 2:16-cv-958, cases involving a dispute between the Tribe and Jurrius' former colleague at the Jurrius Group, Lynn Becker.

21. By letter dated November 1, 2019, the Tribe's General Counsel notified Jurrius that the Tribe objected to the subpoena duces tecum and notified Jurrius of his obligations under the Settlement Agreement to avoid disclosure of documents obtained in the course of his employment with the Tribe which could be considered privileged or confidential without first obtaining the Tribe's prior approval.

22. Jurrius failed to respond to the November 1, 2019 communication, and in contravention of the Tribe's request and notice, Jurrius unilaterally produced more than 300 pages of internal tribal documents, materials, and information in flagrant violation of the Settlement Agreement.

23. By letter dated December 10, 2019, the Tribe's Business Committee requested Jurrius cease the willful and blatant violations of the Settlement Agreement and notified Jurrius that the Tribe intended to take all necessary action intends to protect itself and its confidential and proprietary information.

24. With disregard for the Tribe's notice of the legal duties owed to the Tribe under the Settlement Agreement, Jurrius again violated the terms of Section 4(d) of the Settlement

Agreement by providing oral testimony at an evidentiary hearing in the Tribe's litigation with Lynn Becker on January 7, 2019.

25. The record reflects that a witness subpoena for Mr. Jurrius was issued in case nos. 2:16-cv-579 and 2:16-cv-958.

26. Counsel for Mr. Jurrius accepted service of the subpoena that same day, January 6th, and Jurrius testified the next day, January 7th.

27. The transcript from the proceedings show that despite having the intent to testify in the legal proceeding against the Tribe before January 7, 2019—including communications between Jurrius' personal attorney and Mr. Becker's attorney to schedule Jurrius' testimony and travel to Salt Lake City, Utah—Jurrius at no time acted to notify the Tribe of these communications or to otherwise fulfill his legal obligations to the Tribe under the Settlement Agreement.

28. Jurrius' testimony included extensive details obtained in connection with his employment with the Tribe, including information regarding his employment with the Ute Tribe, the Tribe's economic and business development strategies, development of Tribal ordinances and financial investment strategies, the interests of the Tribe's governing body and membership, and the Tribe's actions and understanding as to the contractual relationships with third parties.

29. On or around January 13, 2020, the Tribe became aware of Jurrius' ongoing violation of Section 4(g) of the Settlement Agreement by listing the Ute Indian Tribe as a reference on his professional LinkedIn page for his past work as President & CEO of Jurrius Group and as the owner of Native American Resource Partners LLC. These references include a document that provides extensive details on Jurrius' work for the tribe, including an extensive list of third parties with whom the Tribe has business ties and financial information related to Tribal entities and critical infrastructure on the Tribe's Reservation.

30. By letter dated January 15, 2020, the Tribe's Business Committee noticed Jurrius of his ongoing violation violations of Section 4 through the use of the Tribe as a reference and discussion of his work on behalf of the Tribe on Jurrius' LinkedIn page, providing seven (7) calendar days to remove any reference to the Ute Indian Tribe from any and all websites and promotional materials that could be used for the solicitation of business. To date, Jurrius has failed to remove the reference or information related to the Tribe on his LinkedIn page and it continues to be displayed in violation of the Settlement Agreement.

III. Causes of Action

First Cause of Action

31. Claimant asserts Respondents willfully violated both the substance and process of Section 4(d) of the Settlement Agreement by producing over 300 internal Tribal documents without noticing or obtaining prior approval from the Tribe.

32. Respondents' premeditated and unauthorized release of internal tribal documents frustrated the legal strategy and diverted substantial time and resources of the Tribe's legal counsel in the case *Becker v. Ute Tribe*, U.S. District Court for the District of Utah case no. 2:16-cv-958.

Second Cause of Action

33. Claimant asserts Respondents willfully violated both the substance and process of Sections 4(d) and Section 12 of the Settlement Agreement by providing oral testimony discussing the existence and contents of the Settlement Agreement and providing confidential information regarding Claimant and his employment with Claimant without noticing or obtaining prior approval.

34. Respondents premeditated and unauthorized testimony frustrated the legal

strategy and diverted substantial time and resources of the Tribe's legal counsel in the case nos. 2:16-cv-579 and 2:16-cv-958.

Third Cause of Action

35. Claimant asserts Respondents has repeatedly and continually violated Section 4(g) of the Settlement Agreement through the continued use of Claimant's name and work history in the solicitation of continued or new business.

36. Respondents' violation is made particularly egregious as Respondent Jurrius has failed to take any effort to remedy the violation despite being placed on notice by the Tribe over four (4) months ago in written correspondence.

Fourth Cause of Action

37. Upon information and belief, Claimant asserts that Respondents, acting directly or indirectly through agents and others, have violated Section 4(f) by conducting business on "Tribal Territory" as defined by the Settlement Agreement.

Fifth Cause of Action

38. Upon information and belief, Claimant asserts that Respondents, acting directly or indirectly through agents and associates, have violated 4(i) by entering "Tribal Territory" as defined by the Settlement Agreement for purposes other than passing through to travel to a location other than within "Tribal Territory."

Sixth Cause of Action

39. Respondents' actions and inactions violate the covenant of good faith and fair dealing under the parties' Settlement Agreement.

Seventh Cause of Actions

40. Respondent John Jurrius has organized a number of business entities to act as his

alter ego. The business entities used as John Jurrius' alter ego include the Jurrius Group LLP, the Jurrius Ogle Group LLP, Native American Resource Partners LLC, and the various Indigena business entities named as defendants in this case.

41. On information and belief, Respondent Jurrius has used these alter ego entities to engage in violations of the parties' Settlement Agreement.

IV. Prayer for Relief

WHEREFORE, the Ute Indian Tribe of the Uintah and Ouray Reservation Requests:

1. For an Order declaring Respondent John Jurrius has violated material provisions of the Settlement Agreement and permitting the Claimant to pierce the veil of the business entities that function as alter egos for Respondent Jurrius.

2. For an Order temporarily restraining and permanently enjoining Respondents and all persons acting in concert, privity, or in concert and/or participation with Jurrius from violating the terms of the parties' Settlement Agreement.

3. For an Order of Replevin for the return for the return of any all internal tribal documents, in any form, in the possession or control of Respondents or any officers, directors, principles, agents, employees, successors and assigns, and all other persons in active concert, privity, or in participation with Respondents.

4. For actual and consequential damages in an amount to be determined at hearing.

5. For enhanced exemplary and punitive damages on the basis of the Respondents' willful, intentional, and egregious conduct.

6. For Claimant's reasonable attorneys fees and costs as provided by the Agreement.

Respectfully submitted:

/s/ Frances C. Bassett

Patterson, Earnhart, Real Bird & Wilson
LLP
357 S. McCaslin Blvd., Suite 200
Louisville, CO. 80027
303-926-5292
Fax – 303-926-5293
fbassett@nativelawgroup.com

CERTIFICATE OF SERVICE

I certify that on this 9th day of July, 2020, a true and correct copy of the CLAIMANT'S CORRECTED STATEMENT OF CLAIMS was sent via email to the American Arbitration Association and Panel and served via email to the following individuals as indicated below:

David W. Slaughter
Rodney Parker
Richard Van Wagoner
SNOW, CHRISTENSEN & MARTINEAU
10 Exchange Place, Eleventh Floor
P.O. Box 45000
Salt Lake City, UT 84145
ds@scmlaw.com
rrp@scmlaw.com
rav@scmlaw.com

Counsel for Respondents

/s/ Debra A. Foulk
Debra A. Foulk
Legal Assistant to Frances C. Bassett