



**COMMERCIAL ARBITRATION RULES  
DEMAND FOR ARBITRATION**

For Consumer or Employment cases, please visit [www.adr.org](http://www.adr.org) for appropriate forms.

You are hereby notified that a copy of our arbitration agreement and this demand are being filed with the American Arbitration Association with a request that it commence administration of the arbitration. The AAA will provide notice of your opportunity to file an answering statement.

Name of Respondent: Three Affiliated Tribes and Three Affiliated Tribes - Four Bears Segment d/b/a Three Affiliated Tribes - Economic De<sup>+</sup>

Address: 404 Frontage Road

City: New Town	State: North Dakota	Zip Code: 58763
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Phone No.: 701-627-8109	Fax No.: 701-627-4884
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Email Address:

Name of Representative (if known): Peter Jack Breuer

Name of Firm (if applicable): Fredericks Law Firm, LLC

Representative's Address: 10541 Racine St

City: Commerce City	State: Colorado	Zip Code: 80022
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Phone No.: 720-883-8580	Fax No.:
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Email Address: [pbreuer@jf3law.com](mailto:pbreuer@jf3law.com)

The named claimant, a party to an arbitration agreement which provides for arbitration under the Commercial Arbitration Rules of the American Arbitration Association, hereby demands arbitration.

Brief Description of the Dispute:

On April 22, 2015, Three Affiliated Tribes-Four Bears Segment (TAT4BS) entered into a Joint Venture Agreement (JV) (attached) with Bird Industries (Bird) to develop, process, and manufacture aggregate materials. A JV account was opened at a Wells Fargo bank to receive income, use for payment of expenses, and distribute dividends to the JV owners. The parties agreed to share start up operating expenses 50-50 until the venture could stand on its own, but Bird paid all of them to maintain credit because its JV partners claimed inability to pay at the time. Premise<sup>+</sup>

Dollar Amount of Claim: \$ 10,000,000.00 (in excess thereof)

Other Relief Sought: ☒ Attorneys Fees ☒ Interest ☒ Arbitration Costs ☒ Punitive/Exemplary

☒ Other: Payment of the value of Claimant's equipment that Respondents have retained.

Amount enclosed: \$ 5,500.00

In accordance with Fee Schedule: ☒ Flexible Fee Schedule ☐ Standard Fee Schedule

Please describe the qualifications you seek for arbitrator(s) to be appointed to hear this dispute:

An Arbitrator with knowledge of contract law and preferably one familiar with disputes between Indian Tribal entities.

Hearing locale: Bismarck, North Dakota

(check one) ☐ Requested by Claimant ☒ Locale provision included in the contract

Estimated time needed for hearings overall: \_\_\_\_\_ hours or Two (2) to three (3) days



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Type of Business:		
Claimant: Bird Industries, Inc.		Respondent: Four Bears Segment
Are any parties to this arbitration, or their controlling shareholder or parent company, from different countries than each other? No, both parties are within the United States. Respondent is located on the Ft Berthold Indian Reservation in ND, and Claimant is from SD.		
Signature (may be signed by a representative): /s/ Irvin B. Nodland		Date: 10/23/2019
Name of Claimant: Laura Bird, Bird Industries, Inc.		
Address (to be used in connection with this case): P.O. Box 709		
City: Brookings	State: South Dakota	Zip Code: 57006
Phone No.: 605-690-7987	Fax No.:	
Email Address: lori@bird-industries.com; jacy@bird-industries.com; payton@bird-industries.com		
Name of Representative: Irvin B. Nodland		
Name of Firm (if applicable): Irvin B. Nodland, P.C.		
Representative's Address: 109 North Fourth Street, Suite 300		
City: Bismarck	State: North Dakota	Zip Code: 58501
Phone No.: 701-222-3030	Fax No.: 701-222-3586	
Email Address: irv@nodlandlaw.com; peg@nodlandlaw.com; laurey@nodlandlaw.com		
To begin proceedings, please send a copy of this Demand and the Arbitration Agreement, along with the filing fee as provided for in the Rules, to: American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100 Voorhees, NJ 08043. At the same time, send the original Demand to the Respondent.		

**Addendum to  
Commercial Arbitration Rules  
Demand for Arbitration**

The following are complete sections that have overrun the space allotted on the Demand for Arbitration Form.

Name of Respondent: Three Affiliated Tribes and Three Affiliated Tribes - Four Bears Segment d/b/a Three Affiliated Tribes - Economic Development Corporation, a Three Affiliated Tribes Chartered not-for-profit Corporation

Brief Description of the Dispute: On April 22, 2015, Three Affiliated Tribes-Four Bears Segment (TAT4BS) entered into a Joint Venture Agreement (JV) (attached) with Bird Industries (Bird) to develop, process, and manufacture aggregate materials. A JV account was opened at a Wells Fargo bank to receive income, use for payment of expenses, and distribute dividends to the JV owners. The parties agreed to share start up operating expenses 50-50 until the venture could stand on its own, but Bird paid all of them to maintain credit because its JV partner claimed inability to pay at the time. Promise was made to Bird it would be reimbursed. Bird also purchased additional equipment with a promise Bird would be reimbursed. Bird also provided equipment having a value of \$650,000 to \$690,000 it already owned. Operations began. Bird was not told that representatives of TAT4BS and its Economic Development Corporation (EDC) opened one or more additional bank accounts at other banks using the same or similar names as the JV account at Wells Fargo. Large amounts of JV income were deposited into these undisclosed accounts. A small amount of income and expenditures from the Wells Fargo account appeared on the bank statements provided to Bird. Eventually, the incomplete operations information shown on the Wells Fargo statements was used to convince Bird success for the JV was hopeless. In the spring of 2017, TAT4BS through one of its Tribal counsel members made offers were first made of \$5,000, then \$25,000, then \$75,000 to buy out all of Bird's interest in the JV as Bird should see that the venture would inevitably fail. On May 20, 2017, the offer was increased to \$320,000, along with release of Bird from an equipment re-financing debt. A promise was also made that assistance would be given to help Bird receive a \$500,000 loan. Having been provided a false and misleading financial picture of the JV's financial history, Bird was convinced the JV project was hopeless and the \$320,000 offer better be accepted. EDC and TAT4BS kept all the equipment. The buy-out agreement (attached) contains a clause that in the event any dispute should arise out of the Agreement, it would be settled by mandatory arbitration. Months later, when by happenstance Bird first learned significant financial information about the JV operations totaling into the tens of millions in dollars had been withheld from Bird and that JV income had been diverted into undisclosed bank accounts, request was made (early August of 2019) to the Tribal Chairman to reopen negotiations of the buy-out price. Response came from a Tribal attorney on 9-20-19 in the form of a request for more time to prepare a response. Again on 9-27-19 more time was requested. Again on 10-04-19 more time was requested and a promise made that a written response was forthcoming shortly. None has been received. Bird now demands arbitration