

1 Jim Salvator  
2 Colorado Bar No. 21055  
3 Nevada Bar No. 15854C  
4 David Olshan, Esq.  
5 Nevada Bar No. 4126  
6 **NEVADA LEGAL SERVICES, INC.**  
7 204 Marsh Avenue, Ste. 101  
8 Reno, Nevada 89509  
9 Phone: (775) 284-3491  
10 Fax: (775) 284-3497  
11 Email: jsalvator@nslaw.net

12 *Attorneys for Plaintiffs*

13  
14 **UNITED STATES DISTRICT COURT**  
15 **DISTRICT OF NEVADA**  
16

17 DOREEN BROWN, LOUELLA  
18 STANTON, ELDON BROWN,  
19 DWIGHT BROWN, GILBERT  
20 GEORGE, ELENA LOYA, ELISA  
21 DICK, LOVELLE BROWN, KEVIN  
22 DICK & LESLIE SMARTT, JR.,

23 Plaintiffs,

24 v.

25 DEB HAALAND, SECRETARY,  
26 UNITED STATES DEPARTMENT  
27 OF INTERIOR, in her official  
28 capacity,

Defendant.

**Case No.: 21-CV-00344-MMD-CLB**

**MOTION TO AMEND COMPLAINT**

1 COMES NOW the Plaintiffs, who are the long-time Indian residents of the  
2 Winnemucca Indian Colony, by and through their counsel of record, and  
3 respectfully move to amend their complaint (*ECF No. 6*) pursuant to Fed R. Civ. P  
4 15(a)(2) as follows:  
5

6 All opposing counsel have been contacted regarding their positions on this  
7 motion. Opposing counsel oppose the motion to amend the complaint.  
8

9 However, based on evidence presented for the first time on November 5,  
10 2021 at the hearing on Plaintiffs' motion for an emergency order (*ECF No. 14*),  
11 Defendant Bureau of Indian Affairs (BIA) states there is a valid "638 contract" for  
12 judicial services and law enforcement services at the Winnemucca Indian Colony  
13 entered into between Defendant BIA and the interim Rojo government, Intervenor,  
14 which was executed on February 9, 2021. The Intervenor Rojo agrees with  
15 Defendant-BIA on this point. Assuming such agreements do exist and were validly  
16 executed, then Defendant-BIA has grossly breached its duty to oversee the Judicial  
17 Services and Law Enforcement programs, causing Plaintiffs uncontested  
18 irreparable harm.  
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22

23 The Rojo interim government's performance under the contracted programs  
24 has severely harmed Plaintiffs. The amended complaint requests this Court to  
25 enjoin Defendant-BIA to follow the applicable federal statutes and its own  
26 regulations regarding oversight and review for awarding P.L. 93-638 Contracts,  
27  
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1 including but not limited to 25 U.S.C. § 5330. Otherwise, more irreparable harm  
2 and danger to the safety, health, and well-being of Plaintiffs and other persons will  
3 occur. The proposed First Amended Complaint is attached here as Exhibit A.  
4

5 Dated this 15 day of November, 2021.

6 s/Jim Salvator

7 Jim Salvator

8 **NEVADA LEGAL SERVICES, INC.**

9 Email: jsalvator@nslaw.net

10 *Attorney for Plaintiffs*  
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6 *EXHIBIT A*  
7 *FIRST AMENDED COMPLAINT*  
8 *21-CV-00344*  
9 *Brown, et al. v. Haaland*  
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25 DEB HAALAND, SECRETARY,  
26 UNITED STATES DEPARTMENT  
27 OF INTERIOR, in her official  
28 capacity,

Defendant.

**Case No.: 21-CV-00344-MMD-CLB**

**FIRST AMENDED COMPLAINT**  
**FOR INJUNCTIVE RELIEF**

INTRODUCTION:

Based on evidence presented for the first time on November 5, 2021 at the hearing on Plaintiff's motion for emergency order, Defendant Bureau of Indian Affairs (BIA) claims there is a "638 contract" for judicial services and law enforcement at the Winnemucca Indian Colony entered into between Defendant BIA and the interim Colony government led by Judy Rojo.

If the contract exists, then Defendant has breached its duty to oversee the Judicial Services and Law Enforcement programs, causing Plaintiffs irreparable harm. The interim government's performance under the contracted programs has severely harmed Plaintiffs. Unless this Court enjoins Defendant BIA to follow the federal laws and its own regulations regarding oversight and review for awarding P.L. 93-638 Contracts, including but not limited to 25 U.S.C. § 5330, further irreparable harm and danger to the safety, health, and well-being of Plaintiffs will occur.

JURISDICTION:

Jurisdiction for this complaint is proper under 28 U.S.C. § 1331 because it alleges violations of the federal statutes, laws, and regulations of the United States. Specifically, the complaint alleges violations of oversight and review provisions required by the Indian Self-Determination and Education Assistance Act of 1975 which is codified at 25 U.S.C. Ch. 46. Under 25 U.S.C. § 5331.

1 Jurisdiction in this Court is also proper under 5 U.S.C. § 702, the  
2 Administrative Procedure Act, because the Complaint requests injunctive relief  
3 from an officer of the United States sued in her official capacity for violation of  
4 federal regulations intended to protect individual Indians.  
5

6 VENUE:

7  
8 Venue is proper under 28 U.S.C. § 1391(e) because this complaint is filed  
9 against an officer of the United States government in her official capacity.  
10

11 PARTIES:

12 The Plaintiffs, Doreen Brown, Louella Stanton, Eldon Brown, Gilbert  
13 George and Kevin Dick are elderly and disabled Indians who have resided for four  
14 to five decades on the on the 20-acre parcel of trust land known as the  
15 Winnemucca Indian Colony. All of the Plaintiffs' families have resided on the  
16 Colony for generations. The home of the Plaintiff Elisa Dick was demolished by  
17 the interim Colony government on November 2, 2021. She and her children are  
18 now homeless, relying on friends and relatives for shelter. She has received no  
19 compensation for her demolished home and possessions. She also did not receive  
20 prior notice that her home would be demolished on November 2, 2021. The home  
21 of Plaintiff Leslie Smartt, Jr., was demolished on November 3, 2021, while he was  
22 away working nearing near Austin, Nevada. He has received no compensation for  
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1 his lost home and possessions. He also did not receive prior notice that his home  
2 would be demolished on November 3, 2021.

3  
4 Defendant Deb Haaland is Secretary of the United States Department of  
5 Interior. She is ultimately responsible for the Bureau of Indian Affairs "638-  
6 contract" system regulated by the Code of Federal Regulations and authorized by  
7 federal Indian statutes, and she is sued in her official capacity.  
8

9 The Intervenor as of November 5, 2021, is the interim government of the  
10 Winnemucca Indian Colony currently led by Chairperson Judy Rojo. Ms. Rojo and  
11 her council members have actually never lived on the Winnemucca Indian Colony  
12 and their claims to having any Indian blood and related tribal membership in the  
13 Winnemucca Indian Colony Tribe are strongly disputed by Plaintiffs. However, no  
14 claims in this amended complaint are brought against the Intervenor. All claims in  
15 this amended complaint are brought against the Defendant (BIA) through the  
16 United States Secretary of Interior, Ms. Deb Haaland.  
17  
18  
19

20  
21 STATEMENT OF FACTS:

- 22 1. This land in dispute is a 20 acre-parcel of federally set-aside Trust land; in  
23 1928, Congress appropriated \$500 for the purchase of the 20 acres of land in  
24 the vicinity of Winnemucca, Nevada, to be used as an Indian Colony.  
25  
26 2. On or about June 13, 2019, the Rojo interim council of the Winnemucca  
27 Indian Colony (WIC) brought eviction actions against all Plaintiffs in the  
28

1 Bureau of Indian Affairs Court of Indian Offenses (CFR Court) by filing  
2 numerous trespass actions.

3  
4 3. These trespass and eviction complaints were brought by the Rojo interim  
5 government against the traditional Indian residents of the Winnemucca  
6 Indian Colony, many but not all of whom who are the Plaintiffs in the  
7 above-captioned matter.  
8

9 4. Here the Plaintiffs have an interest in the trust land on which they reside  
10 which is specifically recognized by federal Indian trust law, federal statutes  
11 and regulations.  
12

13 5. Judy Rojo, who chairs the interim WIC government, has never lived on the  
14 20 acre-parcel where she is evicting Plaintiffs and demolishing their homes  
15 without prior notice and without compensation.  
16

17 6. The other WIC interim council members have also never lived on the 20  
18 acre-parcel, but they have joined with Ms. Rojo in evicting Plaintiffs and  
19 demolishing their homes without prior notice and without compensation.  
20

21 7. On December 6, 2019 the Rojo interim council submitted to the Bureau of  
22 Indian Affairs – and the BIA stamped as received – the following  
23 documents: (1) a withdrawal of the Winnemucca Indian Colony from the  
24 CFR Court jurisdiction; (2) a Request to Reprogram Winnemucca Indian  
25 Colony's 2020 Tribal Priority Allocations, which included reference to the  
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1 line item of Tribal Court Services; (3) a Resolution by the Tribal Council  
2 that terminated the jurisdiction of the CFR Court over the Colony; (4) a P.L.  
3 93-638 Indian Self Determination Act application to contract for Tribal  
4 Court Services. *ECF No. 20-3*.

6 8. The P.L 93-638 contract application requested that the Winnemucca Indian  
7 Colony Tribal Court be funded by the BIA.

9 9. In creating their own tribal court, if any, the Rojo interim council had an  
10 agenda to violate Plaintiffs' rights under applicable federal law and  
11 regulations.  
12

13 10. The Rojo interim council believed that having a BIA-recognized Tribal  
14 Court would allow them to gain control of the 20-acre tract of land where  
15 Plaintiffs live by evicting Plaintiffs and demolishing their homes.  
16

17 11. On December 23, 2019, while the parties were in the process of pretrial  
18 briefing regarding the eviction actions filed by Rojo in the CFR Court  
19 (which is the BIA's Court of Indian Offenses, not the interim tribal court) the  
20 Rojo interim council filed a motion in the CFR court to transfer all the  
21 eviction/trespass proceedings to their own interim tribal court, which was  
22 not in existence at that time.  
23  
24

25 12. On January 2, 2020, the CFR court denied this motion and issued an Order  
26 Denying Petitioner's Demand for Transfer.  
27  
28

- 1 13. On January 27, 2020, the Western Nevada Agency Approving Official of  
2 the BIA rejected the Colony's Indian Self Determination Act application "to  
3 contract for BIA Office of Tribal Justice Services, Tribal Justice Directorate,  
4 Tribal Court Services." *Order 67 IBIA 289 (02/26/2021) Dismissing Docket*  
5 *No. IBIA 20-027*. The Rojo Council then filed an appeal of that declination  
6 with the Interior Board of Indian Appeals, Case No. *IBIA 20-027*.  
7  
8  
9 14. On or about June 8, 2020, concurrent federal proceedings regarding the  
10 rightful leadership of the Winnemucca Indian Colony took an abrupt turn  
11 when the Ninth Circuit Court of Appeals ordered the District Court to vacate  
12 orders, which had led to the BIA's recognition of the Rojo Group as the  
13 Winnemucca Colony Council.  
14  
15  
16 15. On June 17, 2020, the CFR court issued an order staying the eviction  
17 proceedings against Plaintiffs pending the full resolution of the related  
18 federal court proceedings regarding rightful leadership of the Winnemucca  
19 Indian Colony and its administrative consequences.  
20  
21  
22 16. On April 24, 2021, the BIA wrote a lengthy letter to "Interested Parties",  
23 which explained that the BIA would continue recognizing the Rojo faction,  
24 led by Chairwoman Judy Rojo, as the "interim" government for the purpose  
25 of contracting with the Winnemucca Indian Colony through the Indian Self  
26 Determination and Education Assistance Act of 1975, P.L. 93-638.  
27  
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1 17. In that same letter, the BIA recognized their responsibility to address the  
2 ongoing leadership dispute within the Winnemucca Indian Colony and to  
3 review briefings of "Interested Parties" accordingly.  
4

5 18. On February 9, 2021, the WIC interim government entered into a  
6 Settlement and Release Agreement with the Bureau of Indian Affairs.  
7

8 19. The Settlement and Release Agreement contained 6 provisions.

9 20. The first provision provides, "The Approving Official for the BIA shall  
10 enter into a standard form [Indian Self-Determination and Education  
11 Assistance Act] ISDEAA contract with the [Winnemucca Indian] Colony, a  
12 federally recognized tribe, in order for the Colony to fund its Tribal Court."  
13  
14

15 21. The third provision of the Settlement Agreement provided a "transition  
16 schedule" for the transfer of current cases in the CFR Court to the  
17 jurisdiction of the interim tribal court.  
18

19 22. The "transition schedule" provided that "the Colony Tribal Court will  
20 accept the transfer of all civil matters on March 1, 2021, or upon execution  
21 of the Contract, whichever is later." Settlement Agreement Provision 3(a).  
22

23 23. Provision 3(c) of the Settlement Agreement provides: "The BIA recognizes  
24 that the Colony's Tribal Court will be totally under the direction, oversight,  
25 and management of the Winnemucca Colony Council presently the  
26 contracting party. *Nevertheless, the contracted Judicial Services Program*  
27  
28

1       *shall be subject to oversight and review provisions required by the ISDEAA,*  
2       *its accompanying regulations, and any other applicable Federal law or*  
3       *regulations.”*  
4

5       24. On October 9, 2021, the Rojo interim council adopted a new Housing  
6       Ordinance, which allowed for “self-help summary evictions” of any person  
7       who did not have a written tenancy agreement with the Rojo interim council.  
8

9       25. A letter dated October 12, 2021, written by Ms. Treva Hearne, who is the  
10       attorney representing the Rojo interim council, stated that the interim council  
11       had the legal authority to remove the Plaintiffs and their mobile homes and  
12       other property from the 20-acre tract.  
13

14       26. Hearne asserted that the legal authority came from three sources: (1) the  
15       new Housing Ordinance passed 3 days earlier; (2) the new Law & Order  
16       code passed in January 2021; and (3) Tribal Sovereignty.  
17

18       27. On the morning of November 2, 2021, the Rojo interim council, through its  
19       agents (non-Indian contractor Mr. Robert “Bob” McNichols and his armed  
20       hired hands) arrived in the Winnemucca Indian Colony in Winnemucca,  
21       Nevada with heavy machinery, loaders, large “Desert Oasis” dumpsters, and  
22       other tools to begin a long-planned effort to remove persons and property  
23       from the 20-acre parcel without notice and without compensation.  
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1 28. That afternoon of November 2, 2021, McNichols and his armed hired hands  
2 demolished long-time resident Elisa Dick's mobile home.

3  
4 29. Elisa Dick and her two children became homeless; she received no prior  
5 notice of the demolition and she received no compensation for her lost home  
6 and possessions.

7  
8 30. On November 3, 2021, McNichol's and his armed hired-hands demolished  
9 long-time resident Leslie Smartt Jr.'s mobile home without notice and  
10 without compensation.

11  
12 31. Leslie Smartt Jr.'s home and the personal property around his home was  
13 loaded into a dumpster and taken away.

14  
15 32. Everything was removed from Leslie Smartt Jr.'s property except for a  
16 small trailer.

17  
18 33. McNichols has so far not demolished the small trailer along because a  
19 caretaker named "Manuel" has remained inside the trailer and refused to  
20 leave.

21  
22 34. McNichols was aware that Manuel was inside the trailer while they used  
23 heavy machinery to demolish and remove everything up to the trailer's front  
24 door, its only door.

25  
26 35. On November 3, 2021, the BIA Court of Indian Appeals issued an  
27 Emergency Restraining Order against the interim council and its agents to  
28

1 halt evictions, also ordering that the interim council's agents were barred  
2 from the 20-acre parcel until further order of that court.

3  
4 36. The interim council's agents ignored the BIA Court of Indian Appeals  
5 restraining order and continued with demolitions of Plaintiffs' homes and  
6 property.

7  
8 37. On November 4, 2021, the interim council's agents returned and continued  
9 demolition of Plaintiffs' homes and property.

10  
11 38. On November 4, 2021, Plaintiffs filed an emergency motion asking this  
12 U.S. District Court of Nevada to enjoin the BIA to enforce the orders from  
13 the BIA Court of Indian Appeals to temporarily halt the ongoing demolitions  
14 and evictions at the Colony.

15  
16 39. Responses to Plaintiffs' emergency motion produced two documents into  
17 the eviction record for the first time: (1) a Settlement and Release  
18 Agreement, and (2) a Model P.L. 93-638 Contract between the BIA and the  
19 Rojo interim council.

20  
21  
22 40. On or about 3 p.m. on November 4, 2021, American Indian Movement  
23 (AIM) activists, shouted, prayed, drummed, and stood in the way of the  
24 heavy machinery performing demolitions until Bob McNichols and his  
25 armed agents left the Colony.  
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1 41. On November 5, 2021, the U.S. District Court of Nevada held an expedited  
2 hearing to address the Plaintiff's emergency motion for injunctive relief.

3 42. During the hearing, Chief Judge Du of the U.S. District Court of Nevada  
4 found that the demolitions of Plaintiffs' mobile homes and other property  
5 constituted irreparable harm, and this finding was conceded by Defendant  
6 and Intervenor.  
7

8 43. The District Court also found that Plaintiffs did not have a likelihood of  
9 success on the merits because the BIA Court of Indian Appeals lacked  
10 jurisdiction, and therefore the Emergency Restraining Order issued by the  
11 Court of Indian Appeals against the interim council and its agents on  
12 November 3, 2021 was not enforceable.  
13

14 44. The District Court reasoned the Court of Indian Appeals lacked jurisdiction  
15 because of the Settlement Agreement between the BIA and the Rojo interim  
16 council on February 9, 2021 constituted a contract that divested the Court of  
17 Indian Appeals of jurisdiction, and the Ninth Circuit upheld the District  
18 Court's decision on November 12, 2021.  
19

20 45. The District Court also found that a P.L. 93-638 contract between the BIA  
21 and the Rojo interim council became effective on February 9, 2021.  
22

23 46. Federal laws enacted pursuant to the Indian Self-Determination and  
24 Education Authorization Act of 1975 contain oversight and review  
25  
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1 provisions, which require the BIA to monitor and oversee the P.L. 93-638  
2 contracts it awards. 25 U.S.C. Ch. 46, Subchapter I, §§ 5321-32.

3  
4 47. The Settlement and Release Agreement between the BIA and the Rojo  
5 interim council also provides that “contracted Judicial Services Program  
6 shall be subject to oversight and review provisions required by the ISDEAA,  
7 its accompanying regulations, and any other applicable Federal law or  
8 regulations.” Settlement Agreement Provision 3(c).

9  
10 48. According to the applicable federal laws and accompanying regulations,  
11 under certain circumstances, the BIA is “required” to reassume control over  
12 a P.L. 93-638 contract if the tribal organization’s performance under such  
13 contract violates rights or endangers the health, safety, or welfare of any  
14 persons. 25 U.S.C. § 5330; C.F.R. § 900.252 (“required” language found in  
15 accompanying regulation).

16  
17 49. Re-assumption means rescission, in whole or in part, of a [P.L. 93-638]  
18 contract and assuming or resuming control or operation of the contracted  
19 program by the Secretary *without consent* of the Indian tribe or tribal  
20 organization. 25 C.F.R. § 900.246.

21  
22 50. Federal law maintains that “each contract or grant agreement entered into  
23 pursuant to sections 5321 and 5322 of this title shall provide that in any case  
24 where the appropriate Secretary determines that the tribal organization’s  
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1 performance under such contract or grant agreement involves (1) the  
2 violation of the rights or endangerment of the health, safety, or welfare of  
3 *any persons*; or (2) gross negligence or mismanagement in the handling or  
4 use of funds [...] or in the management of trust fund, trust lands or interests  
5 in such lands pursuant to such contract or grant agreement, such Secretary  
6 may, under regulations prescribed by him” reassume control of the program.  
7  
8 25 U.S.C. § 5330.

9  
10  
11 51. The Secretary’s regulations provide that “there are two types of re-  
12 assumption: emergency and non-emergency.” 25 C.F.R. § 900.246.

13  
14 52. In an emergency re-assumption, the Secretary "is *required* to (a)  
15 Immediately rescind, in whole or in part, the contract; (b) Assume control or  
16 operation of all or part of the program; and (c) Give written notice to the  
17 contractor and Indian tribes or tribal organizations served.” 25 C.F.R. §  
18 900.252.

19  
20  
21 53. The BIA is “required” to reassume control immediately, on an emergency  
22 basis, over contracted programs and grants when it determines that the tribal  
23 organization’s performance under such contract or grant agreement involves  
24 “an immediate threat of imminent harm to the safety of *any person*, or  
25 imminent, substantial, and *irreparable harm* to trust funds, trust lands, or  
26 interest in such lands.” 25. U.S.C. § 5330; accompanying regulations at  
27  
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1 C.F.R. Subpart P – Retrocession and Reassumption Procedures §§ 900.247-  
2 252.

3  
4 54. Plaintiffs have already established “irreparable harm” in this case.

5 55. The transfer of certain files between CFR Courts and the Winnemucca  
6 Tribal Court is still in dispute.

7  
8 56. The U.S. District Court on November 5, 2021 ruled that there was and is an  
9 effective P.L. 93-638 contract between the BIA and the Rojo interim council  
10 of the Winnemucca Indian Tribe, triggering application of relevant federal  
11 law.  
12

13 57. Defendant contracted with the Rojo interim council for a Judicial  
14 Services Program, giving the Rojo Council control over, and money to  
15 operate, the Winnemucca Tribal Court, but Defendant failed to monitor,  
16 oversee and reassume judicial services under the contract and pursuant to  
17 federal law in spite of ongoing irreparable harm to Indian elders, Indian  
18 children, and Indian disabled persons and other long-time Indian residents of  
19 the Winnemucca Indian Colony.  
20  
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23 58. Defendant contracted with the Rojo interim council for a grant for Law  
24 Enforcement Services, giving the Rojo Council control over, and money to  
25 operate the law enforcement services at the Winnemucca Indian Colony but  
26 Defendant failed to monitor and oversee and reassume law enforcement  
27  
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1 services under the contract in spite of ongoing irreparable harm to Indian  
2 elders, Indian children, and Indian disabled persons and other long-time  
3 Indian residents of the Winnemucca Indian Colony.  
4

5 FIRST CLAIM FOR RELIEF: Indian Self-Determination Act  
6 & Judicial Services Contract.  
7

8 Based on the above Statement of Facts, Defendant BIA violated and  
9 continues to violate its ongoing oversight duties under federal law, 25 U.S.C.  
10 § 5330, and its own agency regulations at 25 C.F.R. §§ 900.247-252, by  
11 failing to monitor, oversee and reassume control over and operation of the  
12 Judicial Services Program at the Winnemucca Indian Colony, causing  
13 Plaintiffs irreparable harm, and further threatening to cause Plaintiffs more  
14 irreparable harm in the future.  
15  
16

17 SECOND CLAIM FOR RELIEF: Administrative Procedure Act  
18 & Judicial Services Contract.  
19

20 Based on the above Statement of Facts, Defendant BIA violated and  
21 continues to violate its ongoing oversight duties under federal law, 25 U.S.C.  
22 §  
23 5330, and its own agency regulations at 25 C.F.R. §§ 900.247-252, by  
24 failing to monitor, oversee and reassume control over and operation of the  
25 Judicial Services Program at the Winnemucca Indian Colony, and thereby  
26 violated and continues to violate the Administrative Procedure Act, 5 U.S.C.  
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1 § 706, causing Plaintiffs irreparable harm, and further threatening to cause  
2 Plaintiffs more irreparable harm in the future.

3 THIRD CLAIM FOR RELIEF: Fifth Amendment to U.S. Constitution  
4  
5 & Judicial Services Contract.

6 Based on the above facts, Defendant BIA violated and continues to violate  
7 its ongoing oversight duties under federal law, 25 U.S.C. § 5330, and its  
8 own agency regulations at 25 C.F.R. §§ 900.247-252, by failing to monitor,  
9 oversee and reassume control over and operation of the Judicial Services  
10 Program at the Winnemucca Indian Colony, and thereby violated and  
11 continues to violate Plaintiffs' rights under the Due Process Clause of the  
12 Fifth Amendment to the Constitution of the United States, causing Plaintiffs  
13 irreparable harm, and further threatening to cause Plaintiffs more irreparable  
14 harm in the future.

15 FOURTH CLAIM FOR RELIEF: Fiduciary Duty & Judicial  
16  
17 Services Contract.

18 Based on the above facts, Defendant BIA violated and continues to violate  
19 its ongoing oversight duties under federal law, 25 U.S.C. § 5330, and its  
20 own agency regulations at 25 C.F.R. §§ 900.247-252, by failing to monitor,  
21 oversee and reassume control over and operation of the Judicial Services  
22 Program at the Winnemucca Indian Colony, and thereby violated and  
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1 continues to violate its fiduciary duty to Plaintiffs, causing Plaintiffs  
2 irreparable harm and further threatening to cause Plaintiffs more irreparable  
3 harm in the future.  
4

5 FIFTH CLAIM FOR RELIEF: Indian Self-Determination Act  
6 & Law Enforcement Contract.  
7

8 Based on the above Statement of Facts, Defendant BIA violated and  
9 continues to violate its ongoing oversight duties under federal law, 25 U.S.C.  
10 § 5330, and its own agency regulations at 25 C.F.R. §§ 900.247-252, by  
11 failing to monitor, oversee and reassume control over and operation of  
12 law enforcement services at the Winnemucca Indian Colony, thereby  
13 causing Plaintiffs irreparable harm and threatening Plaintiffs with more  
14 irreparable harm in the future.  
15  
16

17 SIXTH CLAIM FOR RELIEF: Administrative Procedure Act & Law  
18 Enforcement Contract.  
19

20 Based on the above Statement of Facts, Defendant BIA violated and  
21 continues to violate its ongoing oversight duties under federal law, 25 U.S.C.  
22 § 5330, and its own agency regulations at 25 C.F.R. §§ 900.247-252, by  
23 failing to monitor, oversee and reassume control over and operation of  
24 the law enforcement services at the Winnemucca Indian Colony, and thereby  
25 violated and continues to violate the Administrative Procedure Act, 5 U.S.C.  
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1       § 706, causing Plaintiffs irreparable harm and threatening Plaintiffs with  
2       more irreparable harm in the future.

3                   SEVENTH CLAIM FOR RELIEF: Fifth Amendment to United States  
4

5                           Constitution & Law Enforcement Contract.

6       Based on the above facts, Defendant BIA violated and continues to violate  
7       its ongoing oversight duties under federal law, 25 U.S.C. § 5330, and its  
8       own agency regulations at 25 C.F.R. §§ 900.247-252, by failing to reassume  
9       control over and operation of the law enforcement services at the  
10       Winnemucca Indian Colony, and thereby violated and continues to violate  
11       Plaintiffs' rights under the Due Process Clause of the Fifth Amendment to  
12       the Constitution of the United States, causing Plaintiffs irreparable harm and  
13       threatening Plaintiffs with more irreparable harm in the future.  
14

15                   EIGHTH FOR RELIEF: Fiduciary Duty & Law  
16

17                           Enforcement Contract.

18       Based on the above facts, Defendant BIA violated and continues to violate  
19       its ongoing oversight duties under federal law, 25 U.S.C. § 5330, and its  
20       own agency regulations at 25 C.F.R. §§ 900.247-252, by failing to monitor,  
21       oversee and reassume control over and operation of the law enforcement  
22       services at the Winnemucca Indian Colony, and thereby violated and  
23       continues to violate its fiduciary duty to Plaintiffs, causing Plaintiffs  
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1 irreparable harm and threatening Plaintiff with more irreparable harm in the  
2 future.

3  
4 RELIEF REQUESTED

5 **WHEREFORE**, Plaintiffs request the Court to grant the following relief:

- 6  
7 1. Enjoin Defendant to reassume control over the Judicial Services Program at  
8 Winnemucca Indian Colony until further Order of the Court.
- 9  
10 2. Enjoin Defendant to reassume control over the Law Enforcement Program at  
11 Winnemucca Indian Colony until further order of the Court.
- 12  
13 3. Enjoin Defendant from entering into any new P.L. 93-638 contracts with the  
14 Rojo interim council until further Order of the Court.
- 15  
16 4. Enjoin Defendant to replace any and all homes and property  
17 of Plaintiffs demolished or otherwise taken by the interim government  
18 of the Winnemucca Indian Colony since November 1, 2021.
- 19  
20 5. Appoint a Special Master to oversee the Defendant's actions in monitoring,  
21 overseeing and reassuming control Judicial Services and Law Enforcement  
22 Services at the Winnemucca Indian Colony, and in replacing the lost homes  
23 and taken property of Plaintiffs that occurred since November 1, 2021.
- 24  
25 6. Award attorney fees and costs associated with this action pursuant to the  
26 Equal Access to Justice Act and/or other applicable law.
- 27  
28 7. And for such other and further relief as this Court deems just and equitable.

1 Dated this 15 day of November, 2021.

2 s/Jim Salvator

3 Jim Salvator

4 **NEVADA LEGAL SERVICES, INC.**

5 Email: jsalvator@nlslaw.net

6 *Attorney for Plaintiffs*

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