

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF NEW YORK

CAYUGA NATION, by and through its lawful
governing body, the CAYUGA NATION
COUNCIL,

Plaintiff,

vs.

DUSTIN PARKER, NORA WEBER,
JOSE VERDUGO, JR., ANDREW
HERNANDEZ, PAUL MEYER, BLUE
BEAR WHOLESALE, LLC, IROQUOIS
ENERGY GROUP, INC., JUSTICE FOR
NATIVE FIRST PEOPLE, LLC, C.B.
BROOKS LLC, and JOHN DOES 1-10,

Defendants.

Case No: 5:22-cv-128
(BKS / ATB)

PAUL MEYER, JUSTICE FOR NATIVE FIRST
PEOPLE, LLC, and C.B. BROOKS LLC,

Third-Party Plaintiffs,

vs.

CLINTON HALFTOWN AND JOHN
DOES 1-10,

Third-Party Defendants.

THIRD-PARTY COMPLAINT

Defendants and Third-Party Plaintiffs Paul Meyer, Justice for Native First People, LLC and C.B. Brooks LLC, by and through counsel of record, allege as their Third-Party Complaint as follows:

1. Plaintiff Cayuga Nation by and through the Cayuga Nation Council, has filed against Defendants Paul Meyer, Justice for Native First People, LLC and C.B. Brooks LLC, a complaint, a copy of which is attached as Exhibit A.

2. Third Party Plaintiffs hereby claim over against Third-Party Defendants based on their illegal actions, taken outside the scope of any lawful governmental authority they exercise, against Third-Party Plaintiffs, including but not limited to tortiously interfering with Third-Party Plaintiffs' leasehold interests in certain real property located at 126 E. Bayard Street, Seneca Falls New York, trespassing on said property, and converting Third-Party Plaintiffs' personal property located at said property.

PARTIES

3. Third-Party Plaintiff Paul Meyer is a natural person and resident of Cayuga County.

4. Third-Party Plaintiffs Justice for Native First People, LLC and C.B. Brooks LLC are companies solely owned by Paul Meyer. Both companies are incorporated under New York law and each has its principal place of business in New York.

5. Third Party Defendant Clinton Halftown ("Halftown") is a natural person and based on information and belief resides at 2260 Lower Lake Road, Seneca Falls, New York 13148. He is also an enrolled member of the Cayuga Nation. He is sued in his individual capacity and not as a tribal official. To the extent Third Party Defendant Clinton Halftown is determined to have acted in

his official capacity, the alleged illegal conduct exceeded the scope of his authority.

6. Fictitious John Doe defendants 1 through 10 are tribal members and/or tribal officials who conspired with Halftown and/or aided and abetted the tortious actions of Halftown. Their true identities are not known at this time.

7. On information and belief, Halftown is an officer of Great Swamp Enterprises, a tribally-owned entity, that traffics in Seneca Brand cigarettes, acting as a wholesaler to the Cayuga Nation and to other tribes.

8. On information and belief, Halftown is personally compensated for his position at Great Swamp Enterprises by receiving a “cut” (percentage) of the wholesale sales.

9. On information and belief, Halftown has received and continues to receive compensation through Great Swamp Enterprises that exceeds any other officer’s compensation.

10. On information and belief, Halftown has received and continues to receive compensation through Great Swamp Enterprises that exceeds the compensation enjoyed by similar executives in similar industries.

11. On information and belief, Halftown has treated the organs of the Cayuga Nation as his own business.

12. On information and belief, Halftown has amassed great personal wealth from Nation enterprises.

VENUE

13. Venue is proper in this District since Third-Party Plaintiffs and Third-Party Defendant Halftown reside in this District.

JURISDICTION

14. Jurisdiction exists under 28 U.S.C. 1367(a).

ILLEGAL ACTS

15. Third-Party Plaintiff Paul Meyer, though his company Justice for Native First People, LLC, entered into a four-year Lease with the Seneca-Cayuga Nation of Oklahoma regarding the commercial property known as 126 E. Bayard Street, Seneca Falls, New York. A copy of the Commercial Lease Agreement, dated May 20, 2021, is attached as Exhibit B.

16. Paul Meyer is the sole member of Justice for Native First People, LLC, a New York Limited Liability Corporation.

17. The Seneca-Cayuga Nation of Oklahoma signed the Commercial Lease Agreement pursuant to a tribal resolution authorizing the transaction.

18. The Commercial Lease Agreement provides for a four-year term, commencing May 20, 2021 and ending May 31, 2025, during which period Justice for Native First People, LLC was free to sublet all or a part of the premises.

19. Prior to the execution of the Lease, the building had been vacant for nine years. It had previously been used as a convenience store and gasoline station for some four decades.

20. In anticipation of subletting the property, Third-Party Plaintiffs invested \$80,000 to recommission the gas pumps, perform heating, plumbing and electrical work, install a partial new roof, and purchase shelving.

21. The building is approximately 1000 square feet and was physically divided between front and back halves. The front half was configured as a convenience store. The back half was configured for offices and storage.

22. Section XI of the Lease governs the "Use of Property by Tenant" and requires, among other things, that the leased premises be "used exclusively for commercial business purposes." It further provides that "[s]aid commercial purpose may include, but are not limited to, general retail, office space or any other legal commercial business."

23. In or about June 2021, Paul Meyer was approached by Dustin Parker, who expressed interest in subletting the front half of the building from Justice for Native First People, LLC to operate a smoke shop and gas station.

24. Paul Meyer knew Dustin Parker from prior business dealings and knew him to be an enrolled member of the Cayuga Nation.

25. Paul Meyer understood that Dustin Parker would run the smoke shop and gas station in the same way that other Native Americans run smoke shops and gas stations, including other members of the Cayuga Nation.

26. Paul Meyer is not Native American.

27. Paul Meyer and Dustin Parker agreed to a four-year sublease term to run concurrently with the lease between Justice for Native First People, LLC and the Seneca-Cayuga Nation of Oklahoma.

28. Dustin Parker began operating his store, called Pipekeepers Tobacco & Gas, on or about September 1, 2021.

29. On or about November 21, 2021, Paul Meyer was approached by his landlord, the Seneca-Cayuga Nation of Oklahoma, who reported that the faction of the Cayuga Nation headed by Clint Halftown was objecting to the smoke shop operated by Dustin Parker, his subtenant, apparently because it was cutting into their profits.

30. Paul Meyer understood that the Halftown faction was claiming the smoke shop was illegal. The Seneca-Cayuga Nation of Oklahoma asked him to provide evidence that the smoke shop was legal.

31. Paul Meyer sought and obtained a legal opinion regarding the operation of the Pipekeepers Tobacco & Gas smoke shop by an enrolled Cayuga Nation member. Attorney Michael Rhodes-Devey issued his opinion letter on December 14, 2021. Attached as Exhibit C is a true and correct copy of the December 14, 2021 Letter from Attorney Rhodes-Devey.

32. Paul Meyer shared Attorney Rhodes-Devey's opinion letter with the Seneca-Cayuga Nation of Oklahoma.

33. On or about December 27, 2021, Paul Meyer became aware that the Seneca-Cayuga Nation of Oklahoma had just sold the building to the Halftown faction.

34. On January 1, 2022, Paul Meyer visited the property and discovered armed guards stationed in front of the convenience store and gas

pumps, with "Store Closed" and yellow police tape strung along the perimeter of the property, and cement barricades preventing entry.

35. The actions taken by the Third-Party Defendants prevented Paul Meyer from accessing any part of the building, including the back half occupied by Third-Party Plaintiffs.

36. The actions taken by the Third-Party Defendants converted tools, equipment and other personal property belonging to Third-Party Plaintiffs and stored in the back half of the building.

37. Third-Party Plaintiffs received no notice from the Halftown faction as to the alleged illegal activity by his subtenant, were given no opportunity to cure any alleged default under the Commercial Lease Agreement, were otherwise not provided notice and an opportunity to be heard to protect the company's leasehold interests in the entire building, and Third-Party Plaintiff Paul Meyer was deprived of personal property.

COUNT I

Tortious Interference with Contract

38. Third-Party Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if specifically set forth herein.

39. Third-Party Defendants wrongfully interfered with the contractual rights and leasehold interest belonging to Third-Party Plaintiffs under the Commercial Lease Agreement.

40. Third-Party Defendants' wrongful interference was done intentionally and in bad faith, without just cause or excuse.

41. Third-Party Defendants' wrongful interference proximately caused monetary damage to Third-Party Plaintiffs in an amount to be determined at trial.

42. Third-Party Plaintiffs are entitled to compensatory damages not less than \$440,000, plus punitive damages.

COUNT IV

Trespass

43. Third-Party Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if specifically set forth herein.

44. Third-Party Plaintiffs had a legal right to be on and to use the real property at 126 E. Bayard Street, Seneca Falls, New York.

45. Third-Party Defendants improperly and illegally entered the leased premises by force and took possession.

46. Third-Party Defendants have refused to allow Third-Party Plaintiffs back on the property at 126 E. Bayard Street, Seneca Falls, New York, and continue to deny Third-Party Plaintiffs their rights under the Commercial Lease Agreement.

47. As a proximate result of Third-Party Defendants' actions in taking possession and keeping Third-Party Plaintiffs from being allowed to use the property in the manner described in the valid and legally enforceable Commercial Lease Agreement, as well as the un-leased portion of the premises, Third-Party Plaintiffs have been monetarily damaged in an amount to be determined at trial.

48. Third-Party Defendants' actions were conscious, intentional, wanton, malicious and criminal, entitling Third-Party Plaintiffs to an award of punitive damages.

COUNT V

Conversion

49. Third-Party Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if specifically set forth herein.

50. Third-Party Defendants willfully interfered with the personal property of Third-Party Plaintiffs stored at 126 E. Bayard Street, Seneca Falls, New York.

51. Third-Party Defendants' willful interference was without lawful justification.

52. In doing so, Third-Party Defendants deprived and continue to deprive Third-Party Plaintiffs of the possession and use of their personal property.

53. Third-Party Defendants' actions complained of, herein, were conscious, intentional, wanton, malicious and criminal, entitling Third-Party Plaintiffs to an award of punitive damages.

COUNT VI

Attorneys' Fees and Costs

54. Third Party Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs as if specifically set forth herein.

55. Under Section 19.09 of the Commercial Lease Agreement, Third Party Plaintiffs upon prevailing, are entitled to recover reasonable attorney's fees plus costs.

PRAYER FOR RELIEF

56. Therefore Defendants/Third-Party Plaintiffs demand judgment against Third-Party Defendants for all sums that may be adjudged against Defendants/Third-Party Plaintiffs in the main action, pay damages for the illegal actions taken against Defendants/Third-Party Plaintiffs in excess of those sums, pay Third-Party Plaintiffs their reasonable attorneys' fees plus costs, and for such other relief as the court may deem just and proper.

September 9, 2022

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