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**UNITED STATES DISTRICT COURT
DISTRICT OF MONTANA
GREAT FALLS DIVISION**

FORT BELKNAP INDIAN
COMMUNITY PLANNING AND
DEVELOPMENT CORPORATION
D/B/A ISLAND MOUNTAIN
DEVELOPMENT GROUP
("IMDG"); JEFFREY STIFFARM,
GENO LEVALDO, DEREK AZURE,
BRIAN WING, AND CURTIS
HORN,

Plaintiffs,

v.

JENNIFER WEDDLE, AND
GREENBERG TRAUIG LLP,

Case No. _____

COMPLAINT

Defendants.

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1 Plaintiffs Fort Belknap Indian Community Planning and Development
2 Corporation d/b/a Island Mountain Development Group (“IMDG”), a wholly
3 owned tribal entity, Jeffrey Stiffarm, Geno LeValdo, Derek Azure, Brian Wing, and
4 Curtis Horn (“Individual Plaintiffs”), by and through undersigned counsel, file this
5 Complaint and allege the following upon personal knowledge, information, and
6 belief as set forth herein:
7

8 I. INTRODUCTION

9 1. A Tribal Council’s authority and control over the executive operations
10 of its own corporations is a fundamental tenet of tribal self-government and
11 democracy. Attorney Jennifer Weddle and her law firm Greenberg Traurig LLP
12 defied that tenet through a campaign of false and incendiary rhetoric and actions in
13 their attempt to control the internal operations of Island Mountain Development
14 Group (IMDG), a wholly owned tribal entity of the Gros Ventre (Aaniiih) and
15 Assiniboiné (Nakoda) Tribes of the Fort Belknap Indian Community of Montana
16 (“FBIC” or “Tribe”), for their own financial benefit. The actions of Jennifer
17 Weddle and Greenberg Traurig directly led to January 2023 protests and attacks on
18 members of the Tribal Council (the “Council”).
19

20 2. When Defendant Weddle realized the Council appointed a new board,
21 she double crossed her client by calling and asking third-party lenders to issue a
22 default against her client to then justify an attempt to transfer all assets of FBIC’s
23

1 wholly owned tribal entities out of state to the Rosebud Sioux Tribe of South
2 Dakota.

3 3. The Council had called a special meeting to appoint a Board of
4 Directors for IMDG because it had become increasingly concerned about expiration
5 of board terms, the significant debts IMDG had incurred, and the lack of
6 information the IMDG Board and their legal counsel, Jennifer Weddle, was
7 providing to the Council regarding IMDG's commercial activities.
8

9 4. Upon information and belief Defendant Weddle told the IMDG Board
10 and employees that if the Council appointed a different IMDG board this would
11 result in an event of default and the third-party lenders would seize all assets and
12 all employees would lose their jobs. Since the Fort Belknap Indian Reservation is
13 a place where unemployment is very high, many of the IMDG employees became
14 very afraid they were going to lose their jobs. As a direct and foreseeable
15 consequence of Defendants' conduct the employees became very angry when they
16 thought the Council action could cost them their jobs. On the date of the meeting
17 and the day after, a group of over 200 IMDG employees, who the IMDG CEO gave
18 administrative leave with pay, attended the meeting. After the January 19th meeting
19 some of these members attacked the Tribal Council in an attempt to intimidate the
20 Councilmembers to reverse the appointment of a new IMDG board. In addition to
21
22
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1 those physically present, approximately 180 other IMDG employees appeared by
2 Zoom.

3 5. Upon information and believe after the January 19th meeting
4 Defendant Weddle and the former IMDG CEO called the third-party lenders to tell
5 them what happened and asked them to issue an event of default letter.
6

7 6. The next day the event of default letter was issued, and the employees
8 were told that unless the Council reversed their vote, they were all out of job.

9 7. On January 20th when the employees heard that the feared Event of
10 Default was triggered the IMDG employees were afraid. These employees
11 swarmed the tribal offices and demanded the Council reverse their vote.
12

13 8. On both days Councilmembers were threatened. FBIC Council had to
14 call for law enforcement to control the meeting. The Councilmembers found
15 threatening messages on their car windshields and one Councilmember's beloved
16 horse was found shot a few days later. One member of the public who spoke in
17 favor of the tribal council members came home to find one of his horses had been
18 shot and killed.

19 9. When the Defendants understood that the Council was not going to
20 reverse their decision, they devised a scheme to convert all the IMDG's tribal
21 lending assets, excluding any debt, which included creating new bank accounts and
22
23

1 removing servers and personnel records out of state to the Rosebud Sioux Tribe of
2 South Dakota.

3 10. Defendants' actions were the reason a default was issued by the third-
4 party lenders.

5 11. All these events were a direct and foreseeable consequence of
6 Defendants' calls for rallying against Defendants' client.

7 12. Defendants' actions have caused damages to IMDG and the Tribal
8 Councilmembers who voted for appointment of a new IMDG Board.

9 **II. JURISDICTION AND VENUE**

10 13. This Court possesses jurisdiction over the subject matter of this action
11 pursuant to 28 U.S.C § 1332 because the matter in controversy exceeds the sum or
12 value of \$75,000, exclusive of interest and costs, and is between citizens of different
13 states. This Court also possesses jurisdiction of the subject matter of this action
14 pursuant to 28 U.S.C. § 1367.

15 14. This Court possesses personal jurisdiction over the Defendants in this
16 action because the conduct that forms the basis of this Complaint occurred in the
17 State of Montana; arose out of contractual relationships between parties that were
18 originated, and negotiated, at least in part, in Montana; the bank accounts held as
19 collateral for IMDG's obligations to the third-party lenders (as defined below) are
20
21
22
23

1 located in the State of Montana; and, the action involves communications between
2 the parties that were directed to a person or entity in Montana.

3 15. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2)
4 because a substantial part of the events or omissions giving rise to the claims
5 occurred in this District, and a substantial part of property that is the subject of this
6 action is situated in this District.
7

8 16. Assignment to the Great Falls Division of this Court is proper pursuant
9 to Local Rule 1.2(c)(3) of this District because all or most of the events giving rise
10 to Plaintiffs' claims occurred in Blaine County and Phillips County on the Fort
11 Belknap Indian Reservation.

12 **III. PARTIES**

13 **Plaintiff IMDG**

14 17. Plaintiff IMDG is a wholly owned enterprise of the FBIC Tribe, a
15 federally recognized Indian Tribe whose reservation is in the State of Montana.

16 18. The Tribe established IMDG in 2006 with the aim of providing much
17 needed revenue, employment opportunities, and economic development for the
18 Tribe and the residents of the Fort Belknap Indian Reservation.
19

20 19. Managed through IMDG, the Tribe wholly owns several businesses,
21 among them several businesses which operate short-term, small dollar installment-
22
23

1 based consumer lending portfolios. IMDG and the IMDG's Board of Directors
2 operate as managers of the businesses, pursuant to each company's by-laws.

3 20. IMDG's principal place of business is in Hays, Montana, located
4 within the exterior boundaries of the Fort Belknap Indian Reservation. IMDG is
5 incorporated under the laws of the Tribe and is governed by a Board of Directors
6 appointed by the Council. IMDG also is registered with the Montana Secretary of
7 State as a corporation formed in the State of Montana.
8

9 21. IMDG manages the tribally owned entity GVA Holdings, LLC. GVA
10 Holdings, LLC conducts short-term, small-dollar installment-based lending
11 portfolios through additional Tribal subsidiaries.
12

Plaintiff Jeffrey Stiffarm

13 22. Plaintiff Jeffrey Stiffarm is an enrolled member of the Gros Ventre
14 (Aaniiih) Tribe, at all times relevant has been President of the FBIC and is a resident
15 of the Fort Belknap Indian Reservation.
16

17 23. Plaintiff Stiffarm has served on the Council since 2016. He is currently
18 in his first term as FBIC President.

19 24. Prior to serving as FBIC President, Plaintiff Stiffarm served in
20 different capacities on the Tribal Council, at all levels of law enforcement, and as a
21 counselor for the Yellowstone Boys and Girls Ranch in Billings. Along with a
22 career serving in various law enforcement capacities, Plaintiff Stiffarm possesses
23

1 certifications pertaining to his professional career in law enforcement, including a
2 certification from the Montana Law Enforcement Academy.

3 25. Plaintiff Stiffarm has grounded himself by following his ancestors'
4 traditions.

5 26. Plaintiff Stiffarm was raised on the Fort Belknap Indian Reservation.
6 He is married to his wife, Jessica.
7

8 **Plaintiff Geno LeValdo**

9 27. Plaintiff Geno LeValdo is an enrolled member of the Gros Ventre
10 (Aaniiih) Tribe, is a member of the Council, was appointed a member of the Interim
11 IMDG Board of Directors formed on January 19, 2023 (the "Interim Board") and
12 has since served as chairman of IMDG and is a resident of the Fort Belknap Indian
13 Reservation.

14 28. For many years, Plaintiff LeValdo worked as a Fort Belknap Juvenile
15 Probation officer. He also has coached varsity basketball at Harlem and Hays
16 Lodgepole.
17

18 29. Plaintiff LeValdo also regularly follows his ancestors' traditions.

19 30. Plaintiff LeValdo has lived on the Fort Belknap Indian Reservation
20 most of his life.

21 **Plaintiff Derek Azure**
22
23

1 31. Plaintiff Derek Azure is an enrolled member of the Assiniboiné
2 (Nakoda) Tribe, is a member of the Council, and was appointed to the Interim Board
3 on January 19, 2023.

4 32. Plaintiff Azure was taught by his family to value hard work and service
5 to his community. Plaintiff Azure saw his father, who was a tribal member,
6 dedicate his life to help the Fort Belknap Community and other tribes to become
7 self-sufficient. In addition to serving on the Fort Belknap Tribal Council, Plaintiff
8 Azure volunteers his time coaching both girls' and boys' basketball and boy's
9 football. He enjoys working with native youth.
10

11 **Plaintiff Brian Wing**

12 33. Plaintiff Brian Wing is an enrolled member of the Assiniboiné
13 (Nakoda) Tribe, is a member of the Council, and was appointed to the Interim Board
14 on January 19, 2023. He has since served as secretary/treasurer of the Interim
15 Board. Plaintiff Azure has since served as vice- chairman of Interim Board and is a
16 resident of the Fort Belknap Indian Reservation.
17

18 34. Plaintiff Wing is a tribal member and has had prior years of service on
19 the Fort Belknap Tribal Council. In this capacity he has had to make hard choices
20 and done so when he knows it is the right thing to do. He was raised by his
21 grandparents in Lodgepole, and he was taught by them to serve his community.

22 35. Plaintiff Wing is a resident of the Fort Belknap Indian Reservation.
23

Plaintiff Curtis Horn

36. Plaintiff Curtis Horn is an enrolled member of the Assiniboine (Nakoda) Tribe, is a member of the Council, and was appointed to the Interim Board on January 19, 2023.

37. Plaintiff Horn has served on the Fort Belknap Council since 1997. While it has not been consecutive terms, he has served quite a few years. He comes from a family who has dedicated their lives to serving the Fort Belknap Community and to practicing their culture and traditions. His father served in World War II and was a tribal council member for many years. Because of his family's service, he has been raised to value and believe in protecting his culture. Tribal members' future is one of his primary concerns in his tribe.

38. Plaintiff Horn is a resident of the Fort Belknap Indian Reservation.

Defendants

39. Defendants are the former legal counsel of IMDG, who used IMDG for their own financial benefit and attempted to stop the Tribal Council from appointing a new board.

Defendant Jennifer Weddle

40. Defendant JENNIFER WEDDLE is an individual and a resident of the State of Colorado.

41. Defendant Weddle is a shareholder of Defendant Greenberg Traurig LLP ("Greenberg Traurig") in the Denver, Colorado office of the law firm.

1 Defendant Weddle currently serves as co-chair of the firm's American Indian Law
2 Practice group.

3 42. Defendant Weddle and her firm, Greenberg Traurig, served as legal
4 counsel for IMDG for over thirteen years and have represented the IMDG-managed
5 subsidiaries at all time periods relevant to this dispute.
6

7 43. At all times relevant to this Complaint, Defendant Weddle acted within
8 the scope of her duties as a shareholder and lawyer of Defendant Greenberg Traurig.

9 44. At all times relevant to this Complaint, Defendant Weddle transacted
10 business within the State of Montana.

11 45. Defendant Weddle represented IMDG for several years, including in
12 connection with the financing transactions between Plaintiff IMDG and various
13 third-party lenders in 2018 and 2021.
14

15 **Defendant Greenberg Traurig LLP**

16 46. Defendant GREENBERG TRAURIG LLP (Greenberg Traurig) is a
17 New York registered entity with its principal place of business in New York City,
18 New York.

19 47. Defendant Greenberg Traurig is the law firm in which Defendant
20 Weddle is a shareholder and co-chair of the American Indian Law Practice group
21 at the firm's Denver, Colorado office.
22
23

1 48. Defendant Greenberg Traurig entered into certain contractual
2 agreements with IMDG for legal services and provided legal services on behalf of
3 IMDG all times relevant to this dispute.

4 **IV. FACTS COMMON TO ALL COUNTS**

5 49. IMDG and certain IMDG managed affiliates that conduct tribal lending
6 activities are parties to certain loan agreement with third-party lenders.
7

8 **Defendants’ Deliberate Efforts to Undermine Tribal Council’s Authority to**
9 **Appoint IMDG Board**

10 50. On or about January 19, 2023, the Council, in accordance with the Fort
11 Belknap Indian Community Constitution, voted at a special meeting to appoint the
12 Interim Board. What should have occurred is a peaceful transition of power
13 between the prior IMDG Board of Directors (“Prior Board”) and the Board.
14 Instead, after the special meeting, Council members who voted for appointment
15 of the Interim Board were physically and verbally assaulted by IMDG employees,
16 who upon information and belief were being coached and encouraged by
17 Defendant Weddle.
18

19 51. Upon information and belief, after Defendant Weddle received the
20 notice of the special meeting, she began contacting members of the Prior Board and
21 IMDG executive staff and inciting them to harass and threaten the Council members
22 who had scheduled the special meeting. Specifically, Defendant Weddle told
23

1 IMDG employees that if the Council appointed new board members, IMDG's third
2 party lenders would revolt by freezing all bank accounts and assets and leave the
3 Fort Belknap Reservation. If that happened, according to Defendant Weddle,
4 hundreds of tribal members and employees of IMDG and its subsidiaries would lose
5 their jobs.
6

7 52. At the January 19 meeting, over 200 IMDG staff and administration
8 all on paid administrative leave, along with their families and friends attended
9 personally and over 170 employees attended via Zoom.

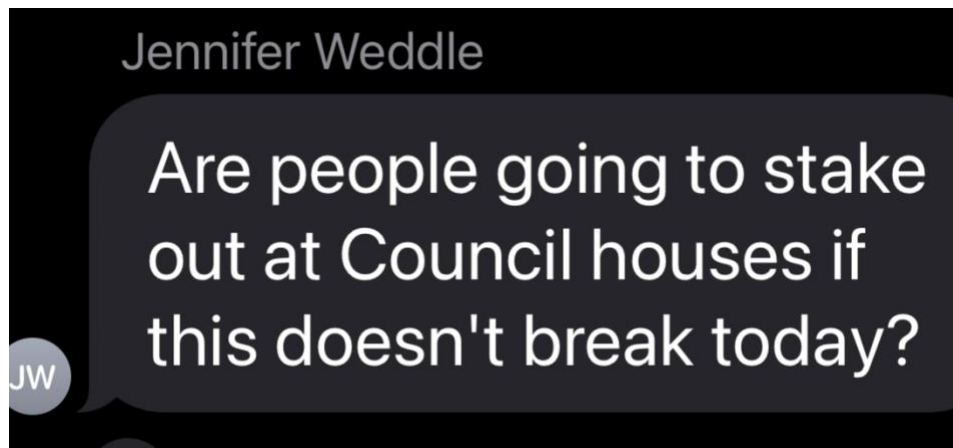
10 53. At this meeting, the Council voted to appoint six Council members of
11 the Interim Board, thus replacing the members of the Prior Board whose terms had
12 expired pursuant to the Tribal resolutions appointing them. Fort Belknap Indian
13 Community Resolution No. 14-2023, appointing the Interim Board, was signed by
14 FBIC President, Plaintiff Stiffarm.
15

16 54. Upon information and belief, after the vote, Defendant Weddle
17 informed IMDG administrative staff not to go to work the next day but instead to
18 appear at the Council's chambers and demand that the Council rescind its action.

19 55. Upon information and belief, pursuant to the instructions from
20 Defendant Weddle, for several days after the January 19, 2023, special meeting, the
21 Council members were attacked. On January 20, 2023, over 200 angry employees
22 all on paid administrative leave from IMDG with their families swarmed the tribal
23

1 offices demanding that the Prior Board be reinstated. Council members were
2 threatened. The Council had to call for law enforcement to control the crowd that
3 gathered.

4 56. Defendants had orchestrated the attacks on the Council by telling
5 IMDG employees they were going to lose their jobs and it was all the fault of the
6 five council members voting to appoint a board and that the employees needed to
7 attack. Defendant Weddle went so far as to suggest that IMDG employees “stake
8 out” out the Councilmembers’ homes:
9



17 **Events Leading Up to the Special Meeting**

18 57. The Council addressed the Prior Board appointments because their
19 appointments had expired but also were concerned about the Prior Board’s
20 persistent failure to provide financial information when the Council had requested
21 regarding information regarding its business activities and its financing
22
23

1 arrangements with the Lenders. (As discussed below, the Prior Board persisted in
2 its refusal to provide financial information to the Council after it had been replaced.)

3 58. The Council also was concerned about the influence of Defendant
4 Weddle on the Prior Board and her involvement in setting up the financial structure
5 and loan program. Finally, the Council was concerned about the legitimacy of the
6 Prior Board under IMDG's organizational documents and Tribal law.
7

8 59. Upon information and belief, as counsel to IMDG, Defendants Weddle
9 and Greenberg Taurig advised IMDG to resist addressing the Council's concerns
10 regarding these issues and that if the Council took any action, it would be an event
11 of default.

12 60. President Stiffarm, on behalf of the Council, initiated communications
13 with then-IMDG CEO Terry Brockie and the Prior Board early in 2022, prompted
14 by the Council's concern over IMDG's financial condition and the membership of
15 the Board.
16

17 61. Mr. Stiffarm's first letter to Mr. Brockie, dated February 1, 2022,
18 asked for a list of current IMDG Board members and the dates on which their terms
19 expired. The IMDG Bylaws provide for six persons to serve on the Board, for
20 staggered terms of four years each (following the expiration of the initial terms,
21 which varied in length to accommodate subsequent staggered terms). The Council
22 had reviewed Tribal resolutions appointing various Board members. These
23

1 resolutions indicated that several members' terms either had expired or were
2 scheduled to expire in March 2022.

3 62. A true copy of Mr. Stiffarm's initial letter to Mr. Brockie is attached
4 to the Complaint as **Exhibit A**. In response to President Stiffarm's question about
5 Board membership, Mr. Brockie stated that all the [Prior] Board members' terms
6 would expire on the same date, in January 2024, and refused to provide the
7 requested information respecting salaries. A copy of his response is attached to this
8 Complaint as **Exhibit B**.

9
10 63. On information and belief, this letter was prepared and sent on the
11 advice and at the direction of Defendant Weddle.

12 64. The Council responded to Mr. Brockie's letter on April 7, 2022,
13 strongly objecting to his conclusion respecting the terms of the Prior Board
14 members. A copy of this letter is attached to this Complaint as **Exhibit C**.

15
16 65. Mr. Stiffarm's initial letter to Mr. Brockie (Exhibit A) also requested
17 information about IMDG's payroll. In his response (Exhibit B), Mr. Brockie
18 refused to provide this information.

19 66. In July of 2022, President Stiffarm, on behalf of the Council, sent a
20 letter to Mr. Brockie and the Prior Board requesting additional financial
21 information. A copy of this letter is attached to this Complaint as **Exhibit D**.
22
23

1 67. On or about August 22, 2022, Mr. Brockie provided a written response
2 to President Stiffarm and the Council. Mr. Brockie provided some of the
3 information the Council had requested, but failed and refused to provide other
4 crucial information, including the financing agreements between IMDG and/or its
5 affiliates and the third-party lenders.
6

7 68. Over the next few months, the Tribal Council continued discussion
8 with the Prior Board and Defendants Weddle and Greenberg Traurig in an
9 unsuccessful attempt to gain full access to the requested financial records of IMDG,
10 to which the Tribal Council was entitled.

11 69. During this time, the Council began to discover significant
12 unexplained debts and losses of revenue, and evidence of other potentially serious
13 improprieties at IMDG. This evidence, as well as IMDG's failure to ensure or
14 confirm the legitimacy of the Prior Board, caused the Council to set a special
15 meeting for January 19, 2023, to vote to replace the Prior Board.
16

17 **Defendants' Continued Interference with IMDG Operations**

18 **Defendant Weddle Triggers Event of Default**

19 70. After the special meeting on January 19, 2023, in the middle of the
20 night, Defendant Weddle called IMDG's third-party lenders. Despite being counsel
21 to IMDG, on information and belief, she decided to inform the third-party lenders,
22 to whom she held no duty, of the FBIC Council's action in appointing the Interim
23

1 Board and stated that, in her opinion, this appointment violated Tribal law and thus
2 constituted an Event of Default under the Agreements. As a direct result of
3 Defendant Weddle's action that was not at her client's direction, the third-party
4 lenders notified IMDG of an "Event of Default" under the Agreements (the "Default
5 Notice"). The Default Notice informed IMDG that the third-party lenders intended
6 immediately to exercise control of the deposit accounts of IMDG that had been
7 pledged as collateral for the loans. The Council received a copy of this letter on
8 January 20, 2023.

10 71. The Default Notice did not describe precisely what actions triggered
11 the "Event of Default". In subsequent correspondence, first with Jeffrey Stiffarm
12 and then with IMDG's new legal counsel, the third-party lenders clarified that
13 Defendant Weddle's phone call advising them of the appointment of the Interim
14 Board precipitated their actions.

16 72. The Council appointed the Interim Board because, contrary to
17 Defendant Weddle's advice to IMDG, the terms of the purported members of the
18 Prior Board did not extend to January 2024, but had expired as provided in the
19 Tribal resolutions appointing them. Defendant Weddle's advice was based on a
20 fundamental legal error in interpreting the organizational documents of IMDG, the
21 resolutions appointing the members of the Prior Board, and Tribal law. Her flawed
22
23

1 legal analysis is set out in the letter from Mr. Brockie to Mr. Stiffarm dated February
2 3, 2022 (Exhibit B).

3 73. Members of the Prior Board themselves believed that their terms
4 would expire pursuant to the resolutions appointing them rather than in January
5 2024.
6

7 74. The Council explained in detail the errors in this legal analysis in Mr.
8 Stiffarm's letter to Mr. Brockie dated April 7, 2022 (Exhibit C). In the letter, the
9 Council emphasized the need to resolve this issue, in particular, because the terms
10 of a number of the Prior Board members already had expired.

11 75. Defendant Weddle failed and refused to take action to resolve this
12 issue with the Council.
13

14 **Defendant Weddle Refuses to Comply With Her Clients' Instructions**

15 76. After its receipt of the Default Notice, the Interim Board requested
16 copies of the third-party lending Agreements from Defendants Weddle and
17 Greenberg Traurig.

18 77. Defendants Weddle and Greenberg Traurig refused to provide the
19 Interim Board—their client—with copies of the Agreements.

20 78. On January 31, 2023, representatives of the third-party lenders flew to
21 Montana to meet with the interim IMDG Board of Directors and the Council.
22
23

1 Defendant Weddle also flew to Montana, met the third-party lenders at the Billings
2 airport, and drove them to Fort Belknap (an almost three-hour drive).

3 79. Shortly after the meeting, Defendant Weddle again refused to provide
4 copies of the Agreements to her client, the Interim Board of Directors. Defendant
5 Weddle continued to insist without explanation that the Agreements are
6 “confidential,” and could not be shared with or reviewed by anyone other than
7 herself. Following the meeting between the Interim Board and the third-party
8 lenders, Defendant Weddle drove the third-party lenders off the Fort Belknap Indian
9 Reservation.
10

11 80. As a result of Defendant Weddle’s conduct, On February 3, 2023, the
12 third-party lenders, acting through their legal counsel, wrote a letter to the Council
13 and the Chair of the Interim Board requesting that the Council sign a number of
14 certifications “to evidence IMDG’s good faith in curing the situations giving rise to
15 the current events of default.” Among other terms, the third-party lenders requested
16 IMDG to acknowledge that it would not change its legal counsel—*i.e.*, the
17 Defendants—without prior consultation with and approval by the third-party
18 lenders. The third-party lenders also requested a new legal opinion from the
19 Defendants certifying that the appointment of the Interim Board was accomplished
20 in compliance with Tribal law and IMDG organizational documents.
21

22 81. IMDG declined to comply with the third-party lenders’ request.
23

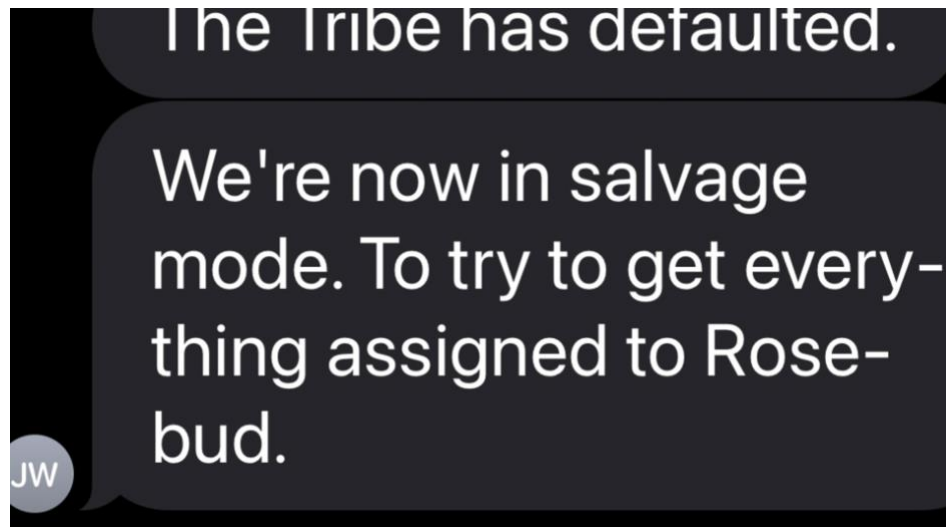
1 82. In February 2023, the Interim Board ultimately obtained copies of the
2 Agreements, not from the Defendants but from the IMDG Chief Financial Officer.
3 On or about February 10, 2023, the Interim Board terminated its engagement with
4 Defendants Weddle and Greenberg Traurig based, in part, on their refusal to provide
5 their clients with copies of the Agreements.
6

7 83. On or about February 15, 2023, after the Interim Board terminated
8 Defendants' legal relationship, Defendant Weddle contacted the third-party lenders
9 and verbally informed third-party lenders that she was withdrawing legal opinions
10 she provided to the third-party lenders in connection with the Agreements, claiming
11 among other reasons that subsequent events had nullified her opinion that the
12 appointment of the IMDG Board of Directors was valid under organizational
13 documents and tribal law. She also informed the third-party lenders of her opinion
14 that the Interim Board's appointment by the Council was in violation of Tribal law
15 and IMDG organizational documents.
16

17 84. Because the third-party lenders have declared an event of default,
18 IMDG and its subsidiaries are unable to obtain outside financing to fund existing
19 and new projects. As a result, IMDG and its subsidiaries are suffering negative
20 reputational impact, and have lost and will continue to lose revenue. IMDG's Chief
21 Financial Officer has estimated losses incurred at hundreds of millions of dollars
22 over the next three to five years.
23

Defendant Weddle Attempts to Transfer IMDG's Lending Businesses to Another Tribe

85. On March 28, 2023, the Interim Board discovered documents, letters, emails, and text messages from Defendant Weddle in which she advised certain Prior Board members to sign documents dated January 22, 2023, effectively authorizing conversion of all IMDG tribal online lending businesses—including all IMDG's assets, businesses, and jobs—out of the state of Montana to the Rosebud Sioux Tribe in South Dakota.



86. In furtherance of her attempt to transfer IMDG assets to the Rosebud Sioux Tribe, Defendant Weddle drafted a letter for IMDG leadership to send to IMDG employees that the Tribal Council's action triggered an Event of Default with the third-party lenders. Defendant Weddle's letter further erroneously asserted that the Tribal Council caused the third-party lenders to seize IMDG business assets and terminate the employees' jobs.

1 87. Meanwhile, Defendant Weddle was working on a list of assets to take
2 to the Rosebud Sioux Tribe, and a timeline to make the transfer of IMDG's assets.
3 In addition, she was also drafting a request to Rosebud to allow certain IMDG
4 Senior management staff to transfer to jobs at Rosebud.

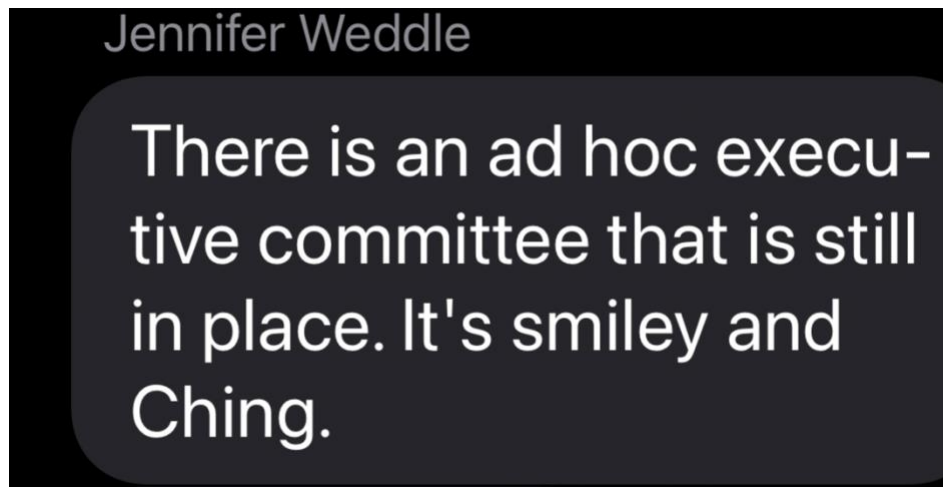
5
6 88. As part of her efforts to transfer IMDG's assets to the Rosebud Sioux
7 Tribe, on January 24, 2023, Defendant Weddle responded to an email from IMDG's
8 Chief Compliance Officer advising that IMDG phone contracts should be included
9 in the transfer of assets.

10 89. Defendant Weddle was still acting as IMDG's legal counsel at this
11 time, despite taking direct actions which would have caused economic harm to her
12 client IMDG.

13 90. Other IMDG employees later provided witness statements confirming
14 the Defendants' plan. Defendants Weddle and Greenberg Traurig, along with Prior
15 Board members and staff acting at the direction of Defendants, appear to have
16 devised this scheme a day after the Interim Board was put in place by the Council.
17 The consequences of this attempted act—unauthorized by the sitting, existing
18 Interim Board (Defendants' client)—would have devastated FBIC, leaving
19 hundreds of tribal members employed by IMDG without paychecks, and set FBIC's
20 financial wellbeing back decades.
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1 91. Fortunately, Defendants’ scheme to covert IMDG’s assets and move
2 them out-of-state to another tribe was not realized, but not because Defendants took
3 any actions to stop it.

4 92. Defendant Weddle attempted to effectuate the transfer scheme through
5 two Prior Board members, Tracy “Ching” King and Christopher “Smiley”
6 Guardipee acting as an “ad hoc executive committee” of the Prior Board.
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13 93. The Prior Board had established an ad hoc executive committee in
14 2018 but had rarely if ever used it. Defendant Weddle’s attempt to use this inactive
15 committee (whose members no longer were seated on the IMDG Board) to
16 accomplish the unauthorized transfer was a blatant play to bypass the authority of
17 the newly appointed Interim Board, and conceal information related to business
18 dealings from the Council.
19
20

21 94. Mr. King, also at the direction of Defendant Weddle, further signed
22 documents as a member of the ad hoc committee authorizing Mr. Brockie to set up
23

1 a new bank account for the purpose of transferring IMDG money into the new
2 account. By this time, however, the Lenders had taken control of IMDG's accounts.

3 95. Also acting upon the advice of Defendant Weddle, Mr. King further
4 ordered all computer servers and personnel information be removed from the IMDG
5 business premises.
6

7 **Defendant Weddle's Billing Improprieties**

8 96. During the course of their representation of IMDG, Defendants
9 Weddle and Greenberg Traurig did not keep contemporaneous billing statements
10 and did not submit timely invoices to IMDG reflecting the services performed.

11 97. In December 2022, despite the Defendants' failure to submit invoices
12 at any time in 2022, IMDG paid Defendants Weddle and Greenberg Traurig a total
13 of \$2,850,000 for that year.

14 98. In late January 2023, Defendants Weddle and Greenberg Traurig
15 created invoices for calendar year 2022. The total amount of these invoices was
16 even more than the amount IMDG had paid for services rendered in 2022.
17

18 99. Defendants' failure to submit timely invoices required IMDG to pay
19 more than its agreed share under an arrangement between IMDG and an affiliate
20 (also represented by Defendants) respecting sharing of expenses, including attorney
21 fees.
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1 100. The declaration of an Event of Default resulted from the Defendants’
2 failure to ensure the legitimacy of the Prior Board when put on notice of the
3 Council’s concerns, in turn forcing the Council to appoint of the Interim Board. As
4 a result of the Defendants’ actions, IMDG has incurred significant damages in
5 addition to those resulting from its inability to obtain financing, as alleged above,
6 and its payment of excessive attorney fees to the Defendants. IMDG has incurred
7 substantial fees for payment of the Lenders’ counsel and to its own counsel, as well
8 as other fees and penalties charged by the Lenders and other damages resulting from
9 the declaration of the Event of Default.
10

11 101. IMDG has a sovereign interest in protecting its assets, and in
12 controlling its governance and operations.

13 102. Defendants’ actions have caused damages not only to IMDG but also
14 to the tribal members who, as Council members, voted for appointment of the
15 Interim Board.
16

17 103. Defendants have acted with actual malice as defined in § 27-1-221(2),
18 MCA. Defendants are liable for punitive damages pursuant to §§ 27-1-220 and -
19 221, MCA, in an amount to be proven at trial based upon the financial condition of
20 the Defendants. *See Kearns v. Ford Motor Co.*, 567 F.3d 1120, 1125 (9th Cir. 2009)
21 (“It is well-settled that the Federal Rules of Civil Procedure apply in federal court,
22 . . . irrespective of whether the substantive law at issue is state or federal.”); *Teague*
23

1 *v. Remington Arms Co.*, CV 18-184-M-DLC, at *33-34 (D. Mont. Nov. 22, 2022)
2 (applying federal procedural rules to punitive damages claim).

3 104. Plaintiff reserves the right to amend this Complaint to make further
4 allegations as and when facts are determined during discovery.
5

6 **V. FACTS COMMON TO INDIVIDUAL PLAINTIFF JEFFREY**
7 **STIFFARM'S CAUSES OF ACTION**

8 105. Individual Plaintiffs hereby incorporate every allegation in this
9 Complaint as though fully set forth herein.

10 106. On or about January 19, 2023, the night the Council voted to appoint
11 the Interim Board, Plaintiff Stiffarm was confronted by approximately many angry
12 IMDG employees who had gathered outside of Council's Chambers.

13 107. As Plaintiff Stiffarm walked past the IMDG employees gathered
14 outside Council's Chambers, they cursed at him and told him to "watch his back."

15 108. Plaintiff Stiffarm was able to walk past the IMDG employees, but later
16 received threatening text messages from IMDG staff.

17 109. Plaintiff Stiffarm feared for his safety as well as the safety of his
18 family. He slept that night with his pistol on his nightstand.

19 110. The next day, Plaintiff Stiffarm was again confronted by IMDG
20 employees gathered in the lobby of the Council's Chambers.

21 111. Plaintiff Stiffarm called law enforcement to escort him past the group
22 of IMDG employees.
23

1 112. Upon information and belief, Plaintiff Stiffarm believes it was
2 Defendant Weddle that instigated the group of IMDG employees to gather and
3 attack tribal leaders.

4 113. Plaintiff Stiffarm had growing suspicions of Defendant Weddle's level
5 of control over the IMDG Board over the years. Plaintiff Stiffarm learned from
6 other Council members and IMDG employees that Defendant Weddle would
7 purchase tickets for members to professional football or basketball games in Denver
8 to influence their votes regarding IMDG business matters.

9
10 **VI. FACTS COMMON TO INDIVIDUAL PLAINTIFF GENO**
11 **LEVALDO'S CAUSES OF ACTION**

12 114. Individual Plaintiffs hereby incorporate every allegation in this
13 Complaint as though fully set forth herein.

14 115. On or about January 19, 2023, the night the Council voted to appoint
15 the Interim Board, Plaintiff LeValdo was confronted by approximately many IMDG
16 employees gathered outside Council's chambers. The IMDG employees were
17 calling the Council "dumb," and saying they "did not know what they were doing."

18 116. Plaintiff LeValdo also heard IMDG employees making threats to harm
19 him, his colleagues, and their family members.

20 117. Plaintiff LeValdo had to walk another tribal member out of the office
21 because of the threats and large number of angry IMDG employees gathered outside
22 Council's chambers.
23

1 118. For weeks, Plaintiff LeValdo struggled to sleep or attend events in
2 public for fear he was going to be attacked by angry IMDG employees.

3 119. On the next day, January 20, 2023, and throughout the next few days,
4 some IMDG employees and some of their family members continued to call crying
5 and others giving implied threats that if the Council did not reverse their decision,
6 they would no longer have a job at IMDG.
7

8 120. Mr. LeValdo, after the vote on January 19th and the day following, Mr.
9 LeValdo feared for his life and felt he needed to take actions to protect himself
10 given the behavior of the IMDG employees.

11 121. Upon information and belief, Plaintiff LeValdo believes that it was
12 Defendant Weddle who instigated the anger of the IMDG employees and
13 orchestrated the employees gathering outside of tribal offices.
14

15 122. Plaintiff LeValdo learned approximately eight weeks later that
16 Defendant Weddle had sent text and email messages to the third-party lenders
17 informing them that she believed there had been an Event of Default, to the IMDG
18 CEO to have the IMDG employees take over the Tribal Office, and to Prior Board
19 members requesting them to sign documents converting all IMDG assets to the
20 Rosebud Sioux Tribe in South Dakota.

21 123. Plaintiff LeValdo was shocked to learn of Defendant Weddle's level
22 of involvement in orchestrating the IMDG employee protests at the tribal offices.
23

1 124. Plaintiff LeValdo has reason to believe Defendant Weddle is still
2 affecting and dividing tribal members at FBIC, and fears for his and his family's
3 safety, as well as their property.

4 **VII. FACTS COMMON TO INDIVIDUAL PLAINTIFF DEREK**
5 **AZURE'S CAUSES OF ACTION**

6 125. Individual Plaintiffs hereby incorporate every allegation in this
7 Complaint as though fully set forth herein.

8 126. On or about January 19, 2023, the night the Council voted to appoint
9 the Interim Board, Plaintiff Azure left the tribal offices building and found two
10 handwritten notes on the windshield of his car that said, "We know where you live"
11 and "you better watch yourself."

12 127. When Plaintiff Azure read the notes, he believed those in support of
13 the Prior Board were dangerous and feared for his safety.

14 128. Plaintiff Azure drove home where he lives by himself. He repeatedly
15 received calls from family members checking on his safety.

16 129. Plaintiff Azure also received text messages from IMDG employees,
17 the former CEO, and relatives of IMDG employees saying there were 400 people
18 now without jobs and questioning his abilities as a Councilmember. Plaintiff Azure
19 also received a call from an IMDG employee that said IMDG would be sending all
20 its employees to the Tribal Office the next day.
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1 130. Plaintiff Azure called his colleagues and learned IMDG employees
2 had tried to fight them as they were leaving the building.

3 131. Plaintiff Azure felt unsafe that night and placed a loaded handgun near
4 his bed. Plaintiff Azure did not sleep that night.

5 132. The next day, Plaintiff Azure arrived at the Tribal Office at
6 approximately 8 a.m. He and Plaintiff LeValdo were the only two present at the
7 time. After a few minutes, a group of IMDG employees filled the chamber and
8 began yelling at Plaintiffs Azure and LeValdo. Plaintiff LeValdo left, and Plaintiff
9 Azure was by himself as the crowd grew bigger and their angry words louder.
10 Plaintiff Azure feared he would be attacked.

11 133. Plaintiff Azure then left the chamber and met Plaintiff LeValdo
12 upstairs with the other four Council members and their legal counsel.

13 134. During the meeting, Tribal Councilmember Dominic Messerly came
14 into the room and informed them that IMDG employees were threatening to kill
15 themselves if the Council did not reverse their decision.

16 135. Plaintiff Azure and the Council adjourned their meeting and went back
17 to the Council Chambers. The IMDG employees began threatening the five
18 councilmen. Plaintiff Stiffarm had Council Chambers cleared and locked the doors.

19 136. Plaintiff Azure and the other Councilmembers later met with Mr.
20 Brockie, who insisted at the advice of Defendant Weddle that the Council reinstate
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1 the Prior Board, otherwise the IMDG Lenders would declare default and employees
2 would lose their jobs.

3 137. Plaintiff Azure's fear of harm was realized on or about January 21,
4 2023, when he went to check on his three horses. When he got to the field, he did
5 not see the horses. After searching the area, he found two of the horses, both Sorels,
6 shot dead with bullet holes in their chests. He was unable to find the third horse, a
7 Bay.
8

9 138. Plaintiff Azure cannot easily replace his horses, which were well-
10 trained and young. He had to take out a loan to purchase a new horse.

11 139. Plaintiff Azure believes his Sorel horses were shot and the Bay horse
12 stolen by angry IMDG employees in retaliation for the Council refusing to reinstate
13 the Prior Board, anger and retaliation which was instigated and encouraged by
14 Defendant Weddle.
15

16 140. Plaintiff Azure learned approximately eight weeks later that Defendant
17 Weddle had sent texts and email messages to the third-party lenders informing them
18 that she believed there had been an Event of Default, to the IMDG CEO requesting
19 the IMDG employees take over the Tribal Office, and to Prior Board members
20 requesting them to sign documents converting all IMDG assets to the Rosebud
21 Sioux Tribe in South Dakota.
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1 141. Plaintiff Azure was shocked to learn of Defendant Weddle's level of
2 involvement in orchestrating the IMDG employee protests at the tribal offices.

3 142. Plaintiff Azure has reason to believe Defendant Weddle is still
4 affecting and dividing tribal members at FBIC, and fears for his and his family's
5 safety, as well as their property.
6

7 **VIII. FACTS COMMON TO INDIVIDUAL PLAINTIFF BRIAN WING'S**
8 **CAUSES OF ACTION**

9 143. Individual Plaintiffs hereby incorporate every allegation in this
10 Complaint as though fully set forth herein.

11 144. Plaintiff Brian Wing was present at the Council meeting held on or
12 about January 19, 2023, to replace the Prior Board.

13 145. After the meeting, Plaintiff Wing overheard IMDG employees
14 gathered outside Council's Chambers say, "You guys are [MFers] and both of you
15 guys are going to pay for it."

16 146. Plaintiff Wing felt threatened by the IMDG employees gathered
17 outside the Council's Chambers.

18 147. The next day, on or about January 20, 2023, Plaintiff Wing observed
19 IMDG employees gathered outside Council's chambers. Plaintiff Wing overheard
20 the employees making negative comments about him and his family.
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1 148. Even before the events of January 19, 2023, Plaintiff Wing believed
2 Defendant Weddle exercised excessive control over the IMDG Board, as she
3 appeared to make all the decisions for the board.

4 149. Plaintiff Wing's suspicions that Defendant Weddle exercised
5 excessive control over IMDG's Board were confirmed in late March, when he saw
6 the emails exchanged January 19 through January 24 between Defendant Weddle
7 and IMDG employees.

8 150. Plaintiff Wing lost months of tribal work as a result of Defendant
9 Weddle instigating the IMDG employee protest.

10 151. Plaintiff Wing suffered health problems as a result of the stress from
11 the IMDG employee protest organized by Defendant Weddle.

12 152. As a result of the IMDG employee protests instigated by Defendant
13 Weddle, Plaintiff Wing did not sleep much, experienced tension and stress in his
14 family relationships, and suffered an infection that took him months to recover
15 from.

16 153. Plaintiff Wing learned approximately eight weeks later that Defendant
17 Weddle had sent texts and email messages to the third-party lenders informing them
18 that she believed there had been an Event of Default, to the IMDG CEO requesting
19 the IMDG employees take over the Tribal Office, and to Prior Board members
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1 requesting them to sign documents converting all IMDG assets to the Rosebud
2 Sioux Tribe in South Dakota.

3 154. Plaintiff Wing was shocked to learn of Defendant Weddle's level of
4 involvement in orchestrating the IMDG employee protests at the tribal offices.
5

6 155. Plaintiff Wing has reason to believe Defendant Weddle is still
7 affecting and dividing tribal members at FBIC, and fears for his and his family's
8 safety, as well as their property.

9 **IX. FACTS COMMON TO INDIVIDUAL PLAINTIFF CURTIS**
10 **HORN'S CAUSES OF ACTION**

11 156. Individual Plaintiffs hereby incorporate every allegation in this
12 Complaint as though fully set forth herein.

13 157. Plaintiff Curtis Horn was present in Council's Chambers on or about
14 January 19, 2023, the night the Council voted to appoint the Interim Board.

15 158. As he was leaving Council's Chambers, Plaintiff Horn encountered
16 several angry and argumentative IMDG employees yelling at him outside Council's
17 Chambers. Plaintiff Horn felt bullied and intimidated by the IMDG employees.

18 159. The next morning, Plaintiff Horn arrived at Council's Chambers. He
19 walked through the crowd of IMDG employees and family members, including Mr.
20 Brockie.
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1 160. Plaintiff Horn informed Mr. Brockie that the IMDG employees were
2 disrupting Council business and making tribal employees feel afraid, and that they
3 needed to leave.

4 161. Plaintiff Horn later learned that Defendant Weddle had directed Mr.
5 Brockie and the other IMDG employees to gather outside the Council's Chambers.
6 Plaintiff Horn further learned Defendant Weddle had stoked fear in the IMDG
7 employees by saying some employees were threatening to kill themselves as a result
8 of the Council's decision not to reinstate the Prior Board.

9 162. Plaintiff Horn believes Defendant Weddle is still interfering with and
10 causing harm to IMDG and the Council. At one of his first meetings as a member
11 of the Interim Board, Defendant Weddle and one of the IMDG Lenders'
12 representatives appeared at a Zoom meeting of the Interim Board. The Lender's
13 representative stated he would come to Fort Belknap and take all the collateral,
14 including buildings, equipment, vehicles, and Mr. Brockie's house and cars.
15 Plaintiff Horn and other Interim Board members had to remove members of the
16 Prior Board members from the meeting.

17 163. Plaintiff Horn had growing suspicions of Defendant Weddle's level of
18 control over the IMDG Board over the years, as he learned from other Council
19 members and IMDG employees that Defendant Weddle would purchase tickets for
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1 members to professional football or basketball games in Denver to influence their
2 votes over IMDG business matters.

3 164. Plaintiff Horn learned approximately eight weeks later that Defendant
4 Weddle had sent text and email messages to the third-party lenders informing them
5 that she believed there had been an Event of Default, to the IMDG CEO requesting
6 the IMDG employees take over the Tribal Office, and to Prior Board members
7 requesting them to sign documents converting all IMDG assets to the Rosebud
8 Sioux Tribe in South Dakota.

9
10 165. Plaintiff Horn was shocked to learn of Defendant Weddle's level of
11 involvement in orchestrating the IMDG employee protests at the tribal offices.

12 166. Plaintiff Horn has reason to believe Defendant Weddle is still affecting
13 and dividing tribal members at FBIC, and fears for his and his family's safety, as
14 well as their property.
15

16 X. CLAIMS FOR RELIEF

17 FIRST CLAIM FOR RELIEF:

18 Tortious Interference with Business Relationship or Prospective Economic 19 Advantage (Against Both Defendants by Plaintiff IMDG)

20 167. Plaintiff IMDG hereby incorporates every allegation in this Complaint
21 as though fully set forth herein.

22 168. Defendants intentionally and willfully acted to interfere with the
23 business management, operations, and governance of Plaintiff IMDG, by taking the

1 actions alleged above, including refusing to ensure the legitimacy of the Prior Board
2 after having been placed on notice of the Council's opinion that existing members'
3 terms had expired; refusing the Council's legitimate requests for financial
4 information concerning IMDG and its affiliates; advising third-party lenders that
5 appointment of the Interim Board was contrary to Tribal law and constituted an
6 Event of Default; wrongfully withholding the Agreements and other relevant
7 business and financial information requested by IMDG and the Council; advising
8 members of the Prior Board to convert all of IMDG tribal lending businesses, assets,
9 and jobs out of the State of Montana in effort to undermine IMDG's Interim Board;
10 devising a plan to physically and emotionally harm Council members in order to
11 intimidate them to reverse the decision to appoint the Interim Board; and having
12 discussion with third-party lenders and their legal counsel regarding the validity of
13 the IMDG Board's appointment of the Interim Board, both before and after
14 Greenberg Traurig was terminated as legal counsel, causing significant harm to
15 IMDG's relationship with its third-party lenders.

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18 169. Defendants' actions were calculated to cause damage to Plaintiffs and
19 Plaintiffs' businesses.

20 170. Defendants' actions were undertaken with intention to disrupt
21 Plaintiffs' business or economic relationships, and with the wrongful, unlawful, or
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23

1 malicious purpose of causing damage or loss, without right or justifiable cause or
2 excuse.

3 171. Defendants' actions have resulted in actual damages or loss to Plaintiff
4 IMDG, including damage to its reputation and loss of revenue.

5 172. Defendants' conduct as alleged above constituted actual malice as
6 defined in § 27-1-221(2), MCA. Defendants had knowledge of facts or
7 intentionally disregarded facts that created a high probability of harm to IMDG, and
8 deliberately proceeded to act in conscious or intentional disregard, or indifference
9 to, the high probably of injury to IMDG, which was certain to result from, among
10 other conduct alleged above, precipitating the Event of Default, devising the plan
11 to transfer all of IMDG's assets, and encouraging the harassment suffered by
12 Council members.
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14 173. Defendants are liable for punitive damages pursuant to §§ 27-1-220
15 and -221, MCA, in an amount to be proven at trial based upon the financial
16 condition of the Defendants.
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18 **SECOND CLAIM FOR RELIEF:**

19 **Professional Negligence (Against Both Defendants by Plaintiff IMDG)**

20 174. Plaintiff IMDG hereby incorporates every allegation in this Complaint
21 as though fully set forth herein.
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1 175. Defendants had a duty to exercise the appropriate standard of care
2 when advising Plaintiff IMDG on legal and regulatory matters related to the
3 business.

4 176. Defendants breached such duty during the course of their
5 representation of IMDG, by taking the actions alleged above, including refusing to
6 ensure the legitimacy of the Prior Board after having been placed on notice of the
7 Council's opinion that existing members' terms had expired; refusing the Council's
8 legitimate requests for financial information concerning IMDG and its affiliates;
9 advising the third-party lenders that appointment of the Interim Board was contrary
10 to Tribal law and constituted an Event of Default; wrongfully withholding the
11 Agreements and other relevant business and financial information requested by
12 IMDG and the Council; advising members of the Prior Board to convert all of
13 IMDG tribal lending businesses, assets, and jobs out of the State of Montana in
14 effort to undermine IMDG's Interim Board; devising a plan to physically and
15 emotionally harm Council members in order to intimidate them to reverse the
16 decision to appoint an Interim Board; and having discussion with the third-party
17 lenders and their legal counsel regarding the validity of the IMDG Board's
18 appointment of the Interim Board, both before and after Greenberg Traurig was
19 terminated as legal counsel, causing significant harm to IMDG's relationship with
20 its Lenders.
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1 177. Defendants' actions have resulted in actual damages or loss to
2 Plaintiffs, including damage to business reputation and loss of revenue, and future
3 lost earnings.

4 178. Defendants' conduct as alleged above constituted actual malice as
5 defined in § 27-1-221(2), MCA. They had knowledge of facts or intentionally
6 disregarded facts that created a high probability of harm to IMDG, and deliberately
7 proceeded to act in conscious or intentional disregard, or indifference to, the high
8 probably of injury to IMDG, which was certain to result from, among other conduct
9 alleged above, precipitating the Event of Default , devising the plan to transfer all
10 of IMDG's assets, and encouraging the harassment suffered by Council members.

11 179. Defendants are liable for punitive damages pursuant to §§ 27-1-220
12 and -221, MCA, in an amount to be proven at trial based upon the financial
13 condition of the Defendants.
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16 **THIRD CLAIM FOR RELIEF (ALTERNATIVE TO SECOND CLAIM**
17 **FOR RELIEF):**

18 **Breach of Fiduciary Duty (Against Both Defendants by Plaintiff IMDG)**

19 180. Plaintiff IMDG hereby incorporates every allegation in this Complaint
20 as though fully set forth herein.

21 181. Defendants Weddle and Greenberg Taurig were in a special
22 relationship with Plaintiff IMDG by virtue of providing legal and professional
23 services and advice to Plaintiff IMDG.

1 182. The advice and services provided by Defendants Weddle and
2 Greenberg Traurig were intended by Defendants to guide the conduct of IMDG
3 regarding a technically complex subject matter.

4 183. Plaintiff IMDG reasonably expected that it could rely on the
5 professional advice provided by Defendants Weddle and Greenberg Traurig to its
6 benefit.

7
8 184. Defendants Weddle and Greenberg Traurig breached their fiduciary
9 duties to Plaintiff IMDG, by taking the actions alleged above, to the detriment of
10 IMDG. These actions include refusing to ensure the legitimacy of the Prior Board
11 after having been placed on notice of the Council's opinion that existing members'
12 terms had expired; refusing the Council's legitimate requests for financial
13 information concerning IMDG and its affiliates; advising third-party lenders that
14 appointment of the Interim Board was contrary to Tribal law and constituted an
15 Event of Default; wrongfully withholding the Agreements and other relevant
16 business and financial information requested by IMDG and the Council; advising
17 members of the Prior Board to convert all of IMDG tribal lending businesses, assets,
18 and jobs out of the State of Montana in effort to undermine IMDG's Interim Board;
19 devising a plan to physically and emotionally harm Council members in order to
20 intimidate them to reverse the decision to appoint an Interim Board; and having
21 discussion with the third-party lenders and their legal counsel regarding the validity
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23

1 of the IMDG Board's appointment of the Interim Board, both before and after
2 Greenberg Traurig was terminated as legal counsel, causing significant harm to
3 IMDG's relationship with its Lenders.

4
5 185. Defendants further caused harm to Plaintiff IMDG during the course
6 of their representation by improperly purchasing items for IMDG Board Members
7 to earn their votes and improperly influence IMDG Board decision-making for their
8 own financial benefit.

9 186. Defendants Weddle and Greenberg Traurig were paid for their
10 professional services and advice despite not having properly or lawfully provided
11 services to IMDG and breaching their fiduciary duties to IMDG, and instead acting
12 against IMDG's interests and for their own financial benefit and interest.

13 187. Defendants' breach of their fiduciary duties has caused Plaintiff IMDG
14 damages.

15
16 188. Defendants' conduct as alleged above constituted actual malice as
17 defined in § 27-1-221(2), MCA. They had knowledge of facts or intentionally
18 disregarded facts that created a high probability of harm to IMDG, and deliberately
19 proceeded to act in conscious or intentional disregard, or indifference to, the high
20 probably of injury to IMDG, which was certain to result from, among other conduct
21 alleged above, precipitating the Event of Default, devising the plan to transfer all of
22 IMDG's assets, and encouraging the harassment suffered by Council members.
23

1 189. Defendants are liable for punitive damages pursuant to §§ 27-1-220
2 and -221, MCA, in an amount to be proven at trial based upon the financial
3 condition of the Defendants.

4 **FOURTH CLAIM FOR RELIEF:**

5 **Intentional Infliction of Emotional Distress (Against Both Defendants by**
6 **Individual Plaintiffs)**

7 190. Individual Plaintiffs hereby incorporate every allegation of this
8 Complaint as though fully set forth herein.

9 191. Defendants intentionally inflicted severe emotional distress on
10 Individual Plaintiffs by participating in and devising a plan to physically and
11 emotionally harm Individual Plaintiffs in an attempt to gain control of them and
12 have them reverse the decision to appoint the Interim Board.

13 192. As a direct and proximate cause of Defendants' outrageous conduct,
14 Individual Plaintiffs have sustained serious, severe, and ongoing distress.

15 193. Individual Plaintiffs' serious, severe, and ongoing emotional distress
16 was a reasonably foreseeable consequence of Defendants' outrageous conduct,
17 intentional acts, and/or omissions.

18 194. The emotional distress sustained by Individual Plaintiffs is both
19 justified and reasonable under the circumstances.

20 195. Defendants' conduct has had a severe and traumatic effect upon
21 Individual Plaintiffs and continues to cause emotional harm.
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1 196. Defendants acted intentionally and in a manner which was wholly
2 indifferent to the likely and foreseeable impact of their outrageous conduct,
3 intentional acts, and/or omissions.

4 197. Defendants' conduct as alleged above constituted actual malice as
5 defined in § 27-1-221(2), MCA. They had knowledge of facts or intentionally
6 disregarded facts that created a high probability of harm to the individual plaintiffs,
7 and deliberately proceeded to act in conscious or intentional disregard, or
8 indifference to, the high probably of injury to them, which was certain to result
9 from, among other conduct alleged above, the Defendants' encouraging the
10 harassment suffered by Council members.

11 198. Defendants are liable for punitive damages pursuant to §§ 27-1-220
12 and -221, MCA, in an amount to be proven at trial based upon the financial
13 condition of the Defendants.
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16 **FIFTH CLAIM FOR RELIEF:**

17 **Negligent Infliction of Emotional Distress (Against Both Defendants by**
18 **Individual Plaintiffs)**

19 199. Individual Plaintiffs hereby incorporate every allegation of this
20 Complaint as though fully set forth herein.

21 200. Defendants negligently inflicted severe emotional distress on
22 Individual Plaintiffs by participating in devising a plan to physically and
23 emotionally harm the Individual Plaintiffs in an attempt to damage them, gain

1 control of them, and force them to reverse their decision to appoint the Interim
2 Board.

3 201. As a direct and proximate consequence of Defendants' conduct,
4 Individual Plaintiffs have sustained serious, severe, and ongoing distress.

5 202. Individual Plaintiffs' serious, severe, and ongoing emotional distress
6 was a reasonably foreseeable consequence of Defendants' conduct.

7 203. The emotional distress sustained by the Individual Plaintiffs was and
8 continues to be of a type which no reasonable person could be expected to endure.

9 204. The emotional distress sustained by the Individual Plaintiffs is both
10 justified and reasonable under the circumstances.

11 205. Defendants' conduct has had a severe and traumatic effect upon the
12 Individual Plaintiffs and continues to cause emotional harm.

13 206. Defendants acted negligently and in a manner which was wholly
14 indifferent to the likely and foreseeable impact of their conduct. As a direct,
15 immediate, and proximate consequence of Defendants' conduct, Individual
16 Plaintiffs have experienced and continue to experience serious and severe
17 emotional distress.

18 207. Defendants' conduct as alleged above constituted actual malice as
19 defined in § 27-1-221(2), MCA. They had knowledge of facts or intentionally
20 disregarded facts that created a high probability of harm to the individual plaintiffs,
21
22
23

1 and deliberately proceeded to act in conscious or intentional disregard, or
2 indifference to, the high probably of injury to them, which was certain to result
3 from, among other conduct alleged above, the Defendants' encouraging the
4 harassment suffered by Council members.

5
6 208. Defendants are liable for punitive damages pursuant to §§ 27-1-220
7 and -221, MCA, in an amount to be proven at trial based upon the financial
8 condition of the Defendants.

9 **SIXTH CLAIM FOR RELIEF:**

10 **Civil Conspiracy (Against All Defendants by All Plaintiffs)**

11 209. Plaintiffs hereby incorporate every allegation in this Complaint as
12 though fully set forth herein.

13 210. Defendants and others, constituting two or more persons, had an object
14 of using IMDG for their own financial benefit during the course of their
15 representation of IMDG;

16
17 211. Defendants, and others, had a meeting of the minds to accomplish their
18 objective of using and controlling IMDG for their own financial benefit and to the
19 detriment of IMDG;

20 212. Defendants, along with others, undertook unlawful, overt acts in
21 furtherance of their objective to use and control IMDG for their own financial
22 benefit, and influence IMDG and Individual Plaintiffs' governance of IMDG,
23

1 including refusing to ensure the legitimacy of the Prior Board after having been
2 placed on notice of the Council's opinion that existing members' terms had expired;
3 refusing the Council's legitimate requests for financial information concerning
4 IMDG and its affiliates; advising third-party lenders that appointment of the Interim
5 Board was contrary to Tribal law and constituted an Event of Default; wrongfully
6 withholding the Agreements and other relevant business and financial information
7 requested by IMDG and the Council; advising members of the Prior Board to
8 convert all of IMDG tribal lending businesses, assets, and jobs out of the State of
9 Montana in effort to undermine IMDG's Interim Board; devising a plan to
10 physically and emotionally harm Council members in order to intimidate them to
11 reverse the decision to appoint an Interim Board; and having discussion with the
12 third-party lenders and their legal counsel regarding the validity of the IMDG
13 Board's appointment of the Interim Board, both before and after Defendants were
14 terminated as legal counsel, causing significant harm to IMDG's relationship with
15 its Lenders.
16
17

18 213. Defendants' actions have resulted in actual damages or loss to
19 Plaintiffs, including paying Defendants Weddle and Greenberg Traurig's legal fees.

20 214. Defendants' conduct consisted of malice and Defendants are liable for
21 punitive damages pursuant to §§ 27-1-220 and -221, MCA, in an amount to be
22 proven at trial based upon the financial condition of the Defendants.
23

XI. RELIEF REQUESTED

WHEREFORE, Plaintiffs demand judgment against Defendants for:

1. Compensatory and punitive damages to Plaintiffs in an amount to be determined at trial;
2. An order of disgorgement of all profits wrongfully made by Defendants through their wrongful conduct described herein;
3. Award attorney fees and costs to Plaintiffs;
4. All other legal and equitable relief to which Plaintiffs are entitled;
5. Such further relief as this Court deems just and proper.

XII. JURY DEMAND

Plaintiffs demand a trial by jury on all issues so triable.

Respectfully submitted this 11th day of September, 2023.

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