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IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH

<p>Lynn D. Becker,</p> <p>Plaintiff,</p> <p>vs.</p> <p>Ute Indian Tribe of the Uintah and Ouray Reservation, a federally recognized Indian tribe; the Uintah and Ouray Tribal Business Committee; and Ute Energy Holdings, LLC, a Delaware LLC</p> <p>Defendants</p>	<p>VERIFIED COMPLAINT</p> <p>Civil No. 2:25-cv-_____</p> <p>Judge: Magistrate:</p>
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Plaintiff Lynn D. Becker ("Becker") alleges as follows against defendants Ute Indian Tribe of the Uintah and Ouray Reservation ("Nation"), the Uintah and Ouray Tribal Business Committee ("Business Committee"), and Ute Energy Holdings, LLC ("Holdings") (jointly "Defendants" or "Tribe").

INTRODUCTION

1. This action arises from the Independent Contractor Agreement attached here as Exhibit 1.

2. This dispute has been in litigation for more than 12 years in federal, state and tribal courts, including the United States Supreme Court, the United States Court of Appeals for the Tenth Circuit, the United States District Court for the District of Utah, the Utah Supreme Court, the Utah Court of Appeals, the Third District Court of the State of Utah (“state court”) and Ute Tribal Court (“tribal court”). At times this dispute has been in all three judicial systems – federal, state and tribal – at the same time.

3. This action seeks: (a) a declaration that Becker has now exhausted any further tribal court exhaustion duty by establishing three universally recognized exceptions to any exhaustion duty; (b) a preliminary injunction staying the Tribal Court Action; and (c) a judgment ordering the Tribe to pay to Becker an amount to compensate Becker for damages, interest, litigation costs and attorney fees and to punish the Tribe and to deter others from acts similar to the intentional and reckless acts of the Tribe.

PARTIES, JURISDICTION AND VENUE

4. This Court has federal subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 2201.

5. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) (1&2) because one or more defendants reside in this District and/or a substantial part of the events or omissions alleged below occurred in this District.

6. Becker is a citizen of Colorado.

7. The Nation is an Indian tribe recognized under federal law pursuant to the Indian Reorganization Act of 1934, 25 U.S.C § 476.

8. The Business Committee is an association created by and affiliated with the Nation.

9. The Business Committee is empowered by the constitution and by-laws of the Nation to regulate the economic affairs of the Nation.

10. Holdings is a limited liability company created under Delaware law.

11. The Defendants are legally separate entities but are referred to jointly below as the “Tribe” or “Defendants” for issues they have in common.

THE AGREEMENT

A. Negotiation, Approval and Execution of the Agreement

12. In 2002, Becker began providing consulting services to the Nation as a consultant with a consulting firm that had a contract with the Nation. Becker’s services were related to the Tribe’s development of valuable energy resources.

13. In 2004, Becker left the consulting firm and began providing consulting services directly to the Nation.

14. From 2003 through April 2005, Becker provided independent consulting services to the Tribe without a written contract while Becker and the Tribe negotiated the terms of the Agreement. The negotiations of the Agreement lasted approximately a year and a half.

15. Throughout these negotiations, the Tribe received expert advice about the Agreement from numerous experts and advisors, including the Tribe’s legal counsel, financial consultants and natural resources consultants.

16. On April 27, 2005, the Tribe passed a tribal resolution (“Resolution”) approving the Agreement (Exh 1). The Resolution referred to the Agreement and the Agreement was attached to the Resolution when the Resolution was approved.

17. On April 27, 2005, Becker and the Tribe executed and entered into the Agreement. The Agreement governed the independent contractor services that Becker provided to the Tribe.

18. The Agreement was made effective retroactive to March 1, 2004 and the Tribe indemnified Becker retroactive to 2002.

B. The Tribe's Broken Promise to Pay Becker the 2% Net Revenue Payment

19. By the Agreement, the Tribe promised to pay to Becker a specified monthly compensation plus "two percent (2%) of the net revenue distributed to [Holdings] from Ute Energy, LLC ("Ute Energy")" Agreement Exh. B ¶ 1. This 2% payment is referred to below as the "2% Net Revenue Payment."

20. Ute Energy has admitted under oath that as of April 15, 2016 the amount of the net revenue that Ute Energy had distributed to Holdings was \$378,709,233 (Exh 2).

21. Thus, as of April 2016 the Tribe owed Becker the principal amount of two percent of \$378,709,233 (\$ 7,574,418).

22. As of the date of this Verified Complaint, the total of the 2% Net Revenue Payment with prejudgment interest at the statutory rate of 10% per annum is \$17,815,792.

23. Upon information and belief, since April 2016 Ute Energy and/or its successor has distributed significant additional net revenue to Holdings or its successor.

24. These distributions have significantly increased the amount of the 2% Net Revenue Payment that the Tribe owes to Becker.

25. In addition, the Tribe agreed to compensate Becker for "all losses, costs, damages and legal and other expenses of whatsoever nature ... which [Becker] may suffer, sustain, pay or incur by reason of any act , matter or thing arising out of or in any

way attributable to a breach of this Agreement by the Tribe or to the negligent acts or omissions, or willful misconduct, of the Tribe in the performance or non-performance of this Agreement....” Agreement § 14A (Exh. 1).

26. Becker has incurred and will continue to incur significant losses, damage, expenses, interest, costs, attorney fees and litigation financing charges arising out of or attributable to the Tribe’s breaches of the Agreement and/or to the Tribe’s negligent acts and omissions and willful conduct.

C. Other Material Provisions of the Agreement

27. In relevant part, the Agreement also provides that:

a. “[Becker] and the Tribe understand and intend that [Becker] shall perform the Services as an independent contractor and not as an employee of the Nation. Agreement §3 (Exh 1).

b. The Agreement and all disputes related to the Agreement are governed by and must be construed in accordance with Utah state law and not tribal law. Agreement §§ 21 & 23 (Exh 1).

c. All disputes relating to the interpretation, breach or enforcement of the Agreement must be litigated in “the United States District Court for the District of Utah” and, if that Court lacked jurisdiction, in “any court of competent jurisdiction....” Agreement §§ 21 & 23 (Exh 1).

d. The Tribe “unequivocally” submitted to the jurisdiction of these courts. Agreement § 23 (Exh 1).

e. The Tribe waived sovereign immunity and “specifically surrender[ed] its sovereign power to the limited extent necessary to permit the full determination of

questions of fact and law and the award of appropriate remedies” in those courts. Agreement § 23 (Exh 1);

f. The Tribe waived any and all requirements and rights to litigate in the tribal court any issue or claim related to the Agreement and any and all rights and requirements to exhaust tribal court remedies. Agreement § 23 (Exh 1).

SUMMARY OF PRIOR LEGAL PROCEEDINGS

A. First Federal Action

28. In February 2013, Becker filed a complaint in this Court (2:13-cv-00123) (“First Federal Action”) (Exh 3) against the Tribe for breach of the Agreement and other claims related to the Tribe’s refusal to make the 2% Net Revenue Payment to Becker.

29. Contrary to the Tribe’s covenant in the Agreement that this Court was the proper forum for the dispute (Agreement § 23), the Tribe moved to dismiss the First Federal Action for lack of jurisdiction.

30. This Court (Judge Dee Benson) dismissed the First Federal Action for lack of jurisdiction and the Tenth Circuit affirmed.

B. State Court Action

31. In December 2014, Becker filed his claims against the Tribe in the Third Judicial District Court of Utah (Judge Barry Lawrence), No. 140908394 (“State Court Action”) (Exh 4).

32. After significant motions, orders and discovery, and several attempts by the Tribe to obtain interlocutory review by the Utah appellate courts, the state court set trial to begin in the State Court Action on February 26, 2018.

33. On Saturday night, February 17, 2018, pursuant to an order of the Tenth Circuit, this Court enjoined the parties from proceeding in the State Court Action (Exh 5).

34. On February 20, 2018, the state court therefore cancelled the trial in the State Court Action.

35. After further proceedings and appeals, on January 6, 2022 the Tenth Circuit directed this Court to order the dismissal of State Court Action (22 F.4th 892), which this Court did.

36. The State Court Action was dismissed without prejudice on July 5, 2023 (Exh 6).

C. Second Federal Action

37. In June 2016, while the State Court Action was pending and after the State Court Action had been being actively litigated for 18 months, the Tribe filed an action in this Court (16-cv-00579) against Becker and Judge Lawrence ("Second Federal Action") (Judge Robert Shelby and later Judge Clark Waddoups) seeking to void the Agreement and to enjoin the State Court Action (Exh 7).

38. The Tribe's filing of the Second Federal Action and alleging that the Agreement was void was a breach of the Agreement.

39. Following motions, orders and appeals, on February 28, 2022 this Court enjoined prosecution of the State Court Action and dismissed the Second Federal Action without prejudice (Exh 8).

D. Tribal Court Action

40. In August 2016 (more than three years after Becker's claims were first filed in this Court), the Tribe breached and repudiated the Agreement by filing claims against

Becker in the Ute Indian Tribal Court (“Tribal Court Action”) (Exh 9). The filing of the Tribal Court Action was frivolous and done in bad faith to harass Becker because, among other reasons, the Tribe knew that the tribal court lacked jurisdiction to adjudicate Becker’s claims when the Tribe filed the Tribal Court Action.

41. By its Second Amended Complaint in the Tribal Court Action (Exh 10), the Tribe asserted several claims seeking a declaration voiding the Agreement on the grounds that the Agreement was not properly authorized by the Business Committee and that the Agreement was not approved by the U.S. Secretary of the Interior (“Secretarial Approval Claim”).

42. The Second Amended Complaint also sought a declaration that the Tribe’s waiver of sovereign immunity in the Agreement was invalid because the waiver was not expressly stated within the four corners of the Business Committee’s resolution approving the Agreement but was only incorporated by reference in the resolution (“Four Corners Claim”).

43. By Count IV of the Tribe’s Second Amended Complaint in the Tribal Court Action, the Tribe also asserted various claims for damages against Becker (Exh 10).

44. These damages claims included the claim that Becker had stolen the Tribe’s mapping and geoseismic data (“Mapping Claim”) (Exh 10).

45. The Tribe also made other Count IV damages claims that are still pending in the tribal court (Exh 10).

46. The Tribal Court Action has been active from August 2016 to the present except when it was stayed by this Court briefly in 2016 and from early 2018 to 2021.

47. As shown below, all parties now agree and the tribal court has now held that tribal court jurisdiction over Becker's claims is expressly prohibited by Section 1-2-3(5) of Title 1, Ute Indian Law & Order Code Amended and Restated Law & Order Code ("Section 1-2-3(5)") (Exh 11) which provides: "The Courts of the Ute Indian Tribe shall not have jurisdiction to hear claims against the Ute Indian Tribe ... or the Tribal Business Committee...." (Exh 11.)

48. Now, nearly nine years after the Tribe filed the Tribal Court Action and after more than five years of active litigation in the tribal court, as shown below the tribal court has fully and finally determined that it has no jurisdiction over Becker's claims and all of Becker's claims have been dismissed for lack of jurisdiction.

49. Becker has now fully satisfied any duty to exhaust his tribal court remedies because he has established three exceptions to any exhaustion duty as shown below.

E. Third Federal Action

50. In September 2016, Becker brought an action in this Court (2:16-cv-00958) ("Third Federal Action") (Judge Clark Waddoups) seeking to enjoin the Tribe from prosecuting the Tribal Court Action (Exh 12).

51. On September 14, 2016, this Court issued a temporary restraining order enjoining the Tribe from prosecuting the Tribal Court Action (Exh 13).

52. The TRO was extended to a preliminary injunction on September 28, 2016 (Exh 14).

53. After numerous motions, hearings, discovery and appeals in state and federal court and proceedings in the tribal court, on August 3, 2021, the Tenth Circuit 2021 ordered that: (1) Becker must exhaust tribal court remedies to allow the tribal court

to determine in the first instance whether the tribal court had jurisdiction over Becker's claims; (2) the Third Federal Action must be dismissed without prejudice to allow this exhaustion; and (3) after exhaustion of Becker's tribal court remedies and after the tribal court's determination of its own jurisdiction over Becker's claims, Becker may challenge that ruling in this Court ("Tenth Circuit 2021 Exhaustion Order") (Exh 15) (7 F.4th 945). On January 28, 2022, this Court therefore dismissed the Third Federal Action without prejudice to allow tribal court exhaustion of Becker's remedies (Exh 16).

EXCEPTIONS TO BECKER'S EXHAUSTION DUTIES

54. Becker has now established the following three exceptions to any further duty to exhaust his remedies in the Ute tribal court: (1) the Tribal Court Action is patently violative of the express jurisdictional prohibition of Section 1-2-3(5); (2) it is now clear that the tribal court lacks jurisdiction so that the exhaustion requirement would serve no purpose other than delay; and (3) the assertion of tribal jurisdiction is motivated by a desire to harass Becker and is being conducted in bad faith.

A. The Tribal Court Action Is Violative of Express Jurisdictional Prohibitions

55. On February 22, 2018, Becker filed a motion to dismiss his counterclaims in the Tribal Court Action for lack of jurisdiction based upon Section 1-2-3(5) ("Becker's 2018 Motion to Dismiss") (Exh 17).

56. On February 26, 2018, the Tribe responded, agreeing that Section 1-2-3(5) prohibited tribal court jurisdiction over Becker's counterclaims: "Becker's claims against the Tribe have been destroyed by §1-2-3(5).... Accordingly, this Court should enter an order dismissing all of Becker's counterclaims" (Exh 18).

57. On February 28, 2018, the tribal court issued a ruling granting all relief that

the Tribe requested but ignoring Becker's motion to dismiss his own claims based upon Section 1-2-3(5) ("Pechota's February 28, 2018 Order") (Exh 19).

58. More than six years later, on November 26, 2024, the tribal court finally ruled that, because of Section 1-2-3(5), the tribal court lacks jurisdiction of Becker's counterclaims: "Becker and his counsel agree ... that §1-2-3(5) ... deprives this Court of any jurisdiction seeking relief from the Tribe. No further discussion is necessary." (Exh 20).

59. On November 26, 2024, the tribal court therefore dismissed Becker's counterclaims with prejudice for lack of tribal court jurisdiction of Becker's counterclaims based upon the jurisdictional prohibition of Section 1-2-3(5) (Exh 21).

60. Because all parties agree with the tribal court's determination that the tribal court lacks jurisdiction of Becker's claims under Section 1-2-3(5), no appeals to the Ute Tribe appellate court are possible or required, and Becker has fully exhausted his claims in the tribal court.

B. The Tribal Court Lacks Jurisdiction of Becker's Claims so that Further Exhaustion Will Serve No Purpose Other than Delay

61. Because the tribal court lacks jurisdiction of Becker's counterclaims, further tribal court litigation of those claims can serve no purpose other than delay.

62. This constitutes an exception to any tribal exhaustion duty and there can be no further exhaustion duty.

C. The Assertion of Tribal Court Jurisdiction Is Motivated by a Desire to Harass Becker and Is Being Conducted in Bad Faith

63. Becker has now established a third exception to exhaustion: the assertion of tribal court jurisdiction here is motivated by a desire to harass Becker and is being conducted in bad faith.

1. The Tribal Court's Bad Faith and Harassment of Becker

64. The tribal court has overtly and directly manifested bad faith and harassment of Becker by the following acts.

a. The Tribal Court Fired Judge Weathers in Bad Faith When Judge Weathers Refused to Rule in the Tribe's Favor

65. Judge Thomas Weathers was the tribal court judge that the tribal court assigned to the case when the Tribe filed the Tribal Court Action in 2016.

66. In September 2017, the Tribe filed its Second Amended Complaint in the tribal court, which remains the operative complaint in the Tribal Court Action today (Exh 10).

67. In September 2017, the Tribe also filed motions for partial summary judgment.

68. In an order dated December 18, 2017, Judge Weathers denied the Tribe's motion for partial summary judgment on the Tribe's Four Corners Claim, holding that the resolution's incorporation by reference of the Tribe's waiver of sovereign immunity in the attached Agreement was effective under tribal law (Exh 22).

69. On December 19, 2017, Judge Weathers denied the Tribe's motion for partial summary judgment on its Secretarial Approval Claim, finding that discovery was required to resolve genuine issues of material fact (Exh 23).

70. Ten days later, on December 29, 2017, the Tribe moved in the Tribal Court Action for an “immediate telephonic hearing” for the expedited reconsideration and reversal of these December 18 and 19 denials by Judge Weathers and for a stay of the further discovery and other proceedings allowed by Judge Weathers’ December 19 order (Exh 24).

71. When Judge Weathers failed to grant the requested immediate telephonic hearing for reconsideration of Judge Weathers’ December 18 and 19 orders, the tribal court, by chief judge Thelma Stiffarm, removed Judge Weathers from the case.

72. On January 4, 2018, Judge Weathers informed the parties that “I will no longer be the judge on this case; the Tribe has hired Thelma Stiffarm as its new Chief Judge and she will be taking over this case” (Exh 25).

b. In Bad Faith and to Harass Becker, Judge Stiffarm Reversed Judge Weathers’ Denial of Stay and Hired Judge Pechota

73. Five days later, on January 9, 2018, with no prior notice to the parties and no new evidence, law, motion, hearing or briefing before her, Chief Judge Stiffarm reversed Judge Weathers and granted the stay that the Tribe had sought in its December 29 motion that Judge Weathers had denied (Exh 26).

74. The next day, on January 16, 2018, Chief Judge Stiffarm reassigned the case to Judge Terry Pechota. (Exh 27).

c. Judge Pechota’s Bad Faith Reversal of Judge Weathers’ Rulings

75. The day after Judge Pechota was installed, January 11, 2018, the Tribe filed a motion, without any new law, fact or reason other than that the Tribe wanted a different

outcome on an expedited basis, requesting that Judge Pechota reverse Judge Weathers' December 18 and 19 orders (Exh 28).

76. The Tribe's January 11, 2018 motion requested that Judge Pechota: (a) declare the Agreement to be void; (b) determine that the Agreement did not constitute a waiver by the Tribe of sovereign immunity; and (c) rule quickly so that the Tribe could use the order as preclusive of claims and facts in the upcoming hearings in this Court and in the state court trial that was scheduled to begin in late February 2018 (Exh 28).

77. On February 2, 2018, the Tribe also requested that if the Tribe were enjoined by the federal or state court from ruling on the Tribe's summary judgment motions in February, the tribal court should nevertheless proceed and provide the relief the Tribe sought in order to circumvent the injunction against the parties (Exh 29).

78. On February 22, 2018, Becker filed a motion to dismiss his own counterclaims because of the jurisdictional prohibition of Section 1-2-3(5) (Exh 17).

79. On February 22, 2018, Judge Pechota confirmed receipt of Becker's February 22 motion to dismiss. Judge Pechota later falsely claimed that on February 22 he did not receive Becker's February 22 motion (Exh 30).

80. On February 26, the Tribe filed a response to Becker's February 22 motion, agreeing that Section 1-2-3(5) prohibited tribal court jurisdiction of Becker's counterclaims (Exh 18).

81. On February 28, 2018, less than two months after he had been selected as the new judge in the Tribal Court Action, Judge Pechota, with no new evidence or law, issued Pechota's February 28, 2018 Order, reversing Judge Weathers' January 2018 rulings against the Tribe and granting all of the relief the Tribe sought (Exh 19).

82. In Judge Pechota's February 28, 2018 Order, Judge Pechota ruled on numerous substantive issues in Becker's counterclaims without acknowledging that all parties had agreed that Section 1-2-3(5) unambiguously deprived him of any jurisdiction to do so (Exh 19).

83. By Judge Pechota's February 28, 2018 Order, Judge Pechota purported to rule on the merits of Becker's claims in the face of a tribal ordinance – Section 1-2-3(5) – prohibiting Judge Pechota's jurisdiction to do so. These rulings were made pursuant to a bad faith conspiracy between the Tribe and the tribal court to harass Becker and deny Becker his common law, contractual and civil rights.

84. This bad faith ruling led to years of unnecessary additional litigation in the tribal court and in the federal district and appellate courts.

85. In the interim between Pechota's February 28, 2018 Order and the remand to the tribal court pursuant to the Tenth Circuit 2021 Exhaustion Order, this Court (312 F. Supp. 3d 1219 (D. Utah 2018)) ruled upon and rejected all of the tribal court's substantive rulings:

Issue	A. Judge Pechota's Rulings	B. Federal Court
Secretarial Approval	To be valid, the Agreement was required to have been approved by the U.S. Secretary of the Interior. Since no approval was sought or given, the Agreement is void ab initio.	Because the Agreement did not involve trust property, Secretarial approval was not required.
Voidness of Agreement	The Agreement is void ab initio.	The Agreement is valid.
Waiver of Sovereign Immunity Was Void	Because the Agreement is void, the Tribe's contractual waiver of sovereign immunity is ineffective.	Because the Agreement is valid, the Tribe's contractual waiver of sovereign immunity is effective.

Waiver of Sovereign Immunity	The Agreement's waiver of sovereign immunity is also void because the waiver was not expressed within the four corners of the resolution approving the Agreement but only incorporated into the resolution by reference to the Agreement.	The express waiver of sovereign immunity in the Agreement attached to the resolution was validly incorporated by reference in the resolution.
Waiver of Tribal Court Exhaustion	Judge Pechota did not expressly address tribal court exhaustion but appears to have intended that the Agreement's clear waiver of tribal court exhaustion was invalid if the Agreement was void.	By the Agreement, the Tribe clearly waived any duty to exhaust remedies in either the tribal trial court or the tribal appellate court.

86. After the Tribal Court Action was revived in 2021 pursuant to the 10th Circuit 2021 Exhaustion Order, Judge Pechota in an order titled "Third Opinion" dated October 31, 2023 declined to address any of the rulings by this Court that had rejected Judge Pechota's February 28, 2018 rulings, affirming: "This Court will not deviate from its holding and conclusions in its February 28, 2018 decision" (Exh 31).

87. Judge Pechota appeared in the Third Opinion (Exh 31) possibly to have dismissed part of Becker's claims. On Becker's November 7, 2023 motion for clarification (Exh 32), however, Judge Pechota in his November 7, 2023 Order clarified that he had not dismissed Becker's claims (Exh 33). This ruling was made in bad faith to harass Becker in the face of the Section 1-2-3(5) prohibition of such jurisdiction.

88. Judge Pechota finally dismissed Becker's counterclaims for lack of jurisdiction based on Section 1-2-3(5) on November 26, 2024 (Exhs 20 & 21), more than six years after Becker had moved and the parties had agreed that Section 1-2-3(5) prohibited tribal court jurisdiction of Becker's claims.

d. Tribal Court's Bad Faith Ex Parte Communications and Manipulation of Schedule

89. Judge Pechota engages in ex-parte communications with the Tribe about this litigation. For example, in early 2025, when Becker was trying to schedule the earliest possible trial date, the Tribe's counsel informed Becker's counsel that Judge Pechota, who lived in South Dakota, wanted to wait until summer for trial because Judge Pechota did not want to fly through Chicago's O'Hare airport while there was a risk of snowy weather.

e. Tribal Court's Bad Faith Manipulation of Schedule at Tribe's Request

90. In January and February 2018, Judge Pechota, in order to help the Tribe in upcoming federal and state court proceedings, met the Tribe's request that he make expedited, extensive and pivotal rulings reversing Judge Weathers' rulings in the less than two months between the Tribal Court's appointment of Judge Pechota and the February deadlines pending in the state and federal courts.

91. Since this action returned to the tribal court in October 2022, however, the Tribe has demanded that the Tilt-a-Whirl remain in slow mode to try to outlast Becker. Since 2022, Judge Pechota has consistently supported the Tribe's slow-down strategy.

92. For example, on March 20, 2025, the Tribe moved to vacate the trial and remaining pre-trial procedures. In less than an hour after the filing, and before Becker had seen the motion or been able to respond, Judge Pechota granted the Tribe's motion and canceled the trial and all scheduled remaining pretrial procedures (Exh 34). Trial has not been rescheduled.

93. Judge Pechota's rulings are beyond mere local bias and have been and are being done affirmatively to harass and harm Becker.

TRIBE'S BAD FAITH, HARASSMENT AND INTENTIONAL WRONGS

94. This section summarizes facts showing that the Tribe has acted intentionally, recklessly and in bad faith. Ever since Judge Weathers was terminated, the tribal court has conspired and is conspiring with the Tribe to defeat Becker's claims, defenses and civil rights.

95. Though the bad faith required to destroy any exhaustion duty is normally limited to the tribal court's bad faith, here the *Tribe's* bad faith is charged to the tribal court because of the conspiracy between the Tribe and the tribal court.

96. In addition to its relevance to exhaustion, the Tribe's bad faith is relevant to:

- (a) the irreparable harm that Becker will suffer unless the Court enters a preliminary injunction;
- (b) the Tribe's violation of Becker's civil rights of due process and equal protection protected by the United States Constitution and 25 U.S.C. §1302(a)(8);
- (c) the Tribe's breaches of the Agreement, including negligent acts and omissions and the willful misconduct that the Agreement defines as a breach of the Agreement;
- (d) the Tribe's breaches of the covenant of good faith and fair dealing implied in every contract;
- (e) the Tribe's commission of the tort of reckless negligence; and
- (f) the entitlement to and measure of punitive damages.

A. Tribe's Bad Faith Filing of the Tribal Court Action

97. The Tribe filed the Tribal Court Action in bad faith to harass Becker, knowing that the tribal court lacked jurisdiction of Becker's claims.

B. Tribe's Bad Faith Harassment and Intimidation of Witnesses

98. This section shows that the Tribe has so harassed witnesses and potential witnesses that Becker's civil rights have been violated and Becker has been and will be deprived of a fair opportunity to call material witnesses that will be needed in these proceedings.

1. Harassment of John Jurrius

99. John Jurrius was the Tribe's lead consultant in creating the structure and contracts that led to the billions of dollars of gross revenue from which the Tribe's duty to make the 2% Net Revenue Payment to Becker arose.

100. Jurrius has been and is likely to be a material witness for Becker in these proceedings.

101. After Jurrius' relationship with the Tribe ended, the Tribe sued Jurrius in federal court in Colorado. Those parties then settled that federal Colorado action with the Tribe paying Jurrius several million dollars ("Jurrius-Ute Settlement Agreement").

102. In October 2019, Becker notified the Tribe that he intended to subpoena documents and testimony from Jurrius in connection with a hearing in the Third Federal Action.

103. To try to deter Jurrius from providing the subpoenaed documents and testimony, the Tribe threatened Jurrius, including by initiating an arbitration claiming

millions of dollars of damage from Jurrius' producing documents and providing testimony pursuant to the subpoena.

104. These claims were frivolous but required Jurrius to incur significant attorney fees in the arbitration and \$93,879 in attorney fees in the Third Federal Action.

105. The Tribe's threats and actions against Jurrius caused Becker to incur \$236,392 in attorney fees in the Third Federal Action.

106. This Court found that: (a) the Tribe's actions against Jurrius constituted witness intimidation and a bad faith attempt to influence the judicial process; (b) the Tribe's arbitration claims against Jurrius were frivolous; (c) the arbitration was initiated in retaliation for Jurrius responding to this Court's subpoena; (d) the Tribe acted to intimidate Jurrius and to discourage him from testifying in the 2020 hearing in the Third Federal Action and in future proceedings in this dispute; and (e) the Tribe had affirmatively misrepresented to this Court material portions of the settlement agreement upon which the arbitration was founded. 2021 U.S. Dist. LEXIS 64097 (D. Utah, March 31, 2021).

107. The Tenth Circuit affirmed this Court's sanctions against the Tribe, holding that there was clear and convincing evidence that the Tribe had in bad faith abused the judicial process and attempted to intimidate Jurrius. 2023 U.S. App. LEXIS 20430 (10th Cir., Aug. 8, 2023)

2. Harassment of Tex Smiley Arrowchis

108. Tex Smiley Arrowchis ("Arrowchis") is a member of the Nation and a former chief judge of the Ute tribal court.

109. Arrowchis was a member of the Business Committee from 1999 through 2007, the period during which the Agreement was drafted, negotiated, discussed in the Business Committee and executed.

110. Arrowchis was one of the six members of the Business Committee who signed the resolution approving the Agreement in 2005.

111. Several times during the course of this litigation, Arrowchis assured Becker that Arrowchis believed and would be willing to testify that the Agreement was a valid obligation of the Tribe and that the Tribe owed to Becker the 2% Net Revenue Payment.

112. On March 6, 2018, Becker notified the Tribe that he planned to depose Arrowchis in the Third Federal Action to perpetuate Arrowchis' testimony. Exh 45.

113. One week later, on March 13, 2018, the Business Committee enacted Resolution 18-118 (Exh 35) ("Resolution 18-118") purporting to prohibit current and former tribal employees and contractors from testifying in this Court or any other court about any matter related to the Tribe.

114. One week after that, on March 20, 2018, Luke Duncan, the chairman of the Business Committee, wrote a letter to Arrowchis demanding that he not testify (Exh 36).

115. The Duncan letter caused Arrowchis to worry that the Tribe would terminate his valuable agricultural leases on tribal land, and Arrowchis therefore told Becker that he would not testify voluntarily and did not want to be forced to testify (Exh 37).

116. The Tribe then did what Arrowchis had feared – it terminated Arrowchis' valuable agricultural leases to punish Arrowchis for supporting Becker.

3. Harassment of Robert Ogle

117. Robert Ogle is a Houston Texas-based Certified Public Accountant and consultant who was a principal in the Jurrius Ogle Group LLC (“Jurrius-Ogle”).

118. Jurrius-Ogle provided services relating to the Tribe’s development of its energy resources from 2003 to 2009 and Ogle was aware of and involved in Becker’s relationship to the Tribe.

119. In December 2017, Becker listed Ogle as a potential witness in the tribal court.

120. In March 2018, Ogle received a letter from the Tribe’s counsel in this action stating that the Tribe had adopted Resolution 18-118. When Ogle received the letter, he had no relationship with the Tribe and had had no relationship since 2009. Ogle understood this letter to be an attempt to prevent him from testifying in these proceedings (Exh 38).

4. Harassment of Felicia Gates

121. As discussed below, the Tribe’s complaints against Becker in the tribal court included the Mapping Claim that accused Becker of stealing \$1 million worth of the Tribe’s mapping and geoseismic data (Exh 10).

122. Felicia Gates is a tribal member who managed and had knowledge of that data during and after Becker’s involvement with the data.

123. Gates told Becker numerous times throughout the course of this litigation until the spring of 2024 that she knew and would testify that the mapping data had never been stolen and that the data was and always had been available to the Tribe on its servers and computers.

124. When the Tribe learned in May 2024 that Becker planned to subpoena Gates to defend the Mapping Claim, Gates immediately stopped communicating with Becker and tried to evade service of the subpoena. Becker believes that Gates stopped communicating with him and tried to evade service of process because the Tribe intimidated Gates. The Tribe withdrew its Mapping Claim rather than have Gates deposed.

5. The Tribe's Attempt to Interfere Generally with Becker's Right to Call Witnesses

125. Resolution 18-118 has deprived and, unless the Tribe is enjoined from propagating and enforcing Resolution 18-118, will deprive Becker of civil rights guaranteed by 25 U.S.C §1302(a)(8), including the right to subpoena and call witnesses in these proceedings.

C. Bad Faith Accusations Against Judges and Counsel

126. As shown below, the Tribe has in bad faith harassed and tried to intimidate judges and Becker's counsel of record in these proceedings.

1. Accusations of Racism Against Judge Waddoups

127. On February 13, 2018, the Tribe filed a motion requesting that Judge Waddoups recuse himself, charging that Judge Waddoups was discriminating against the Tribe on the basis of race; demonstrated bias and personal animus; showed "antagonism toward the legal doctrines that form the bedrock of Federal Indian law"; and was aggressive, adversarial and combative (Exh 39). Chief Judge David Nuffer denied the motion (Exh 40).

2. Claims Seeking Damages from Judge Lawrence in His Personal Capacity

128. In the Second Federal Action, the Tribe sought to add claims against Judge Lawrence requiring Judge Lawrence to pay money in his personal capacity (Exh 41).

129. This Court denied the Tribe's motion to add such claims against Judge Lawrence because the claims could not survive a motion for summary judgment (Exh 42).

3. Accusations of Racism Against Becker's Attorney Isom

130. In September 2017, the Tribe sought sanctions against Becker's attorney David Isom in connection with the State Court Action, falsely and frivolously charging that Isom made statements in briefs and motions filed in the state court that were "deliberately false" and "blatantly racist, a thinly veiled variant of the 'uppity Negro' pejorative" (Exh 43).

131. Judge Lawrence agreed to rule on the motion for sanctions but warned that at first blush he considered the claims of racism to be baseless and outrageous (Exh 44).

132. Judge Lawrence said that he would sanction Isom if racism were proven but warned that if the claims turned out to be baseless, he would consider sanctions against the Tribe, including revoking the pro hac vice status of the Tribe's counsel (Exh 44).

133. The Tribe then withdrew its motion accusing Isom of racism.

CLAIMS FOR RELIEF

**FIRST CLAIM FOR RELIEF
(Judgment Declaring that No Further Tribal Court Exhaustion Is Required
Because the Tribal Court Action Is Violative of the Express Jurisdictional
Prohibitions of Section 1-2-3(5))**

134. Becker incorporates the foregoing allegations.

135. The Tribal Court Action is patently violative of the express jurisdictional prohibitions of Section 1-2-3(5).

136. Becker will be irreparably harmed by any further exhaustion in the Tribal Court Action.

SECOND CLAIM FOR RELIEF
(Judgment Declaring that No Further Tribal Court Exhaustion Is Required
Because Any Further Exhaustion Would Serve No Purpose other than Delay)

137. Becker incorporates the foregoing allegations.

138. Because the tribal court lacks jurisdiction of Becker's claims, any further exhaustion would serve no purpose other than delay.

THIRD CLAIM FOR RELIEF
(Judgment Declaring that No Further Tribal Court Exhaustion Is Required
Because the Assertion of Tribal Court Jurisdiction Is Motivated by a Desire to
Harass Becker and Is Being Conducted in Bad Faith)

139. Becker incorporates the foregoing allegations.

140. The assertion of tribal court jurisdiction is motivated by a desire to harass Becker and is being conducted in bad faith.

141. The tribal court has conducted and is conducting the Tribal Court Action in bad faith and is motivated by a desire to harass Becker.

142. The Tribe has conducted and is conducting the Tribal Court Action in bad faith and is motivated by a desire to harass Becker.

143. The tribal court is conspiring with the Tribe to defeat Becker's rights and claims and to delay the resolution of Becker's claims.

144. The Tribe and the tribal court have engaged in unlawful overt acts to accomplish these aims and Becker has been damaged as a proximate result of these actions.

**FOURTH CLAIM FOR RELIEF
(Declaration that Resolution 18-118 Is Void and Contemptuous)**

145. Becker incorporates the foregoing allegations.

146. Resolution 18-118 (Exh 35) purports to prohibit current and former Ute tribal employees and contractors from obeying a subpoena or other order from this federal court and any other court to produce documents or provide testimony unless the subpoenaed person first obtains the prior written permission of the Business Committee.

147. This Court should void Resolution 18-118 because the resolution is contemptuous of this Court.

148. Becker has been and, unless Resolution 18-118 is invalidated, will be injured by this Resolution 18-118 because it will prohibit or interfere with Becker's right and need to call and subpoena Tribe-related people in these proceedings.

149. Resolution 18-118 violates Becker's civil and constitutional rights of due process guaranteed by 25 U.S.C §1302(a)(8).

**FIFTH CLAIM FOR RELIEF
(Breach of Contract: Injunction and Damages)**

150. Becker incorporates the foregoing allegations.

151. The Tribe has breached the Agreement, including the following breaches.

152. The Tribe refuses to make the 2% Net Revenue Payment and to pay the prejudgment interest, costs, expenses, litigation finance charges and attorney fees required by Agreement § 14A.

153. In violation of Agreement §§ 3 & 4, the Tribe has claimed and is claiming that Becker was an employee of the Nation and not an independent contractor.

154. The Tribe has claimed and is claiming that the issues here that Agreement §§ 21 & 23 requires to be governed by federal and Utah state law are instead governed by the tribal law of the Tribe and other Indian tribes.

155. In violation of Agreement §§ 21 & 23, the Tribe has claimed and is claiming that this dispute must be adjudicated by the Ute tribal court and not by federal court or any court of competent jurisdiction.

156. In violation of Agreement §§ 21 & 23, the Tribe has asserted and is asserting in this dispute the sovereign immunity that the Tribe specifically surrendered.

157. In violation of Agreement § 23, the Tribe brought an action against Becker in the Ute tribal court and repudiated its waiver of any tribal court exhaustion right or duty.

158. In violation of Agreement §§ 14, the Tribe has engaged in negligent acts and omissions and willful misconduct.

159. Becker will be irreparably harmed unless this Court preliminarily and permanently stays the Tribal Court Action and enjoins the Tribe from proceeding with the tribal court action.

160. The Tribe's breaches have proximately damaged Becker.

**SIXTH CLAIM FOR RELIEF
(Breach of Covenant of Good Faith and Fair Dealing)**

161. Becker incorporates the foregoing allegations.

162. A covenant of good faith and fair dealing is implied in every contract governed by Utah law, including the Agreement.

163. The Tribe has breached the implied covenant of good faith and fair dealing and caused proximate damage to Becker.

**SEVENTH CLAIM FOR RELIEF
(Unjust Enrichment and Quantum Meruit)**

164. Becker incorporates the foregoing allegations.

165. Becker's services resulted in revenue for the Tribe of hundreds of millions of dollars.

166. The Tribe is aware of this benefit.

167. The Tribe received and retained the benefit under circumstances as to make it inequitable for the Tribe to retain the benefit without payment to Becker of its value.

168. The Tribe has been unjustly enriched by Becker.

**EIGHTH CLAIM FOR RELIEF
(Knowing and Reckless Negligence)**

169. Becker incorporates the foregoing allegations.

170. The Tribe's acts constitute negligence manifesting a knowing and reckless indifference to Becker's rights.

171. Becker is entitled to punitive damages in an amount that deters the Tribe and others from similar conduct and that punishes the Tribe.

PRAYER FOR RELIEF

Becker respectfully prays that this Court enter judgment against the Defendants, jointly and severally, as follows:

A. A determination that no further tribal court exhaustion is required because: (1) the Ute tribal court lacks jurisdiction of Becker's claims because such jurisdiction is patently violative of Section 1-2-3(5) of the Ute Indian Law & Order Code; (2) any further

exhaustion would serve no purpose other than delay; and (3) the Tribal Court Action is motivated by a desire to harass Becker and is being conducted in bad faith;

B. A determination that Resolution 18-118 deprives Becker of protected rights, including rights guaranteed by the United States Constitution and 25 U.S.C. §1302(a)(8), and voiding the resolution.

C. A preliminary and permanent injunction staying the Tribal Court Action and prohibiting the Defendants from prosecuting the Tribal Court Action;

D. A judgment of liability requiring each Defendant, jointly and severally, to pay Becker for all damages proximately caused by Defendants' illegal and inequitable actions;

E. A judgment requiring Defendants to disgorge all profits realized through Becker's actions;

F. A judgment ordering Defendants, jointly and severally, to indemnify Becker from all losses caused by their breaches and illegal acts;

G. An award of prejudgment interest of 10% per annum pursuant to Utah Code Ann. § 15-1-1(2);

H. A judgment requiring each Defendant, jointly and severally, to pay punitive damages in an amount that punishes the Defendants for their egregious conduct and deters Defendants and others from engaging in similar acts in the future.

I. Such other relief as the Court may deem equitable and just.

Date: August 4, 2025.

Verification of Complaint

I declare under penalty of perjury pursuant to federal and Utah law that the facts stated in paragraphs 6, 12-21, 25-37, 39, 41-48, 50-53, 55-59, 65-82, 99-124, 127-133 above

are true to the best of my knowledge, information and belief. I also declare that the exhibits attached to this Verified Complaint are authentic – i.e., that the exhibits are what they purport to be.

/s/ Lynn D. Becker

August 4, 2025

ISOM LAW FIRM PLLC

/s/ David K. Isom

David K. Isom

Attorney for Defendant Lynn D. Becker

TABLE OF EXHIBITS		
Exh #	Date	Document
1	2005-04-27	Contract and Resolution
2	2016-04-15	Bales Declaration
3	2013-02-15	Complaint, First Federal Action
4	2014-12-11	State Court Complaint
5	2018-02-17	Order Enjoining State Court Action
6	2023-07-05	State Action Dismissal
7	2016-06-13	Complaint, Second Federal Action
8	2022-02-28	Order Dismissing Second Federal Action
9	2016-08-16	Tribal Court Complaint
10	2017-09-26	Second Amended Complaint, Tribal Court
11	2013-03-27	Ordinance 13-010, Section 1-2-3(5)
12	2016-09-14	Complaint, Third Federal Action
13	2017-09-14	TRO, Third Federal Action
14	2016-09-28	Preliminary Injunction, Third Federal Action
15	2021-08-03	10 th Circuit Exhaustion Order
16	2022-01-28	Dismissal, Third Federal Action
17	2018-02-22	Becker Motion to Dismiss Tribal Court Claims
18	2018-02-26	Tribe's Opposition to Motion to Dismiss
19	2018-02-28	Major Tribal Court Ruling and Order
20	2024-11-26	Tribal Court Order
21	2024-11-26	Dismissal of Becker's Tribal Court Claims

TABLE OF EXHIBITS		
Exh #	Date	Document
22	2017-12-18	Judge Weathers Order
23	2017-12-19	Judge Weathers Order Denying Summary Judgment
24	2017-12-29	Tribe's Motion for Expedited Reconsideration
25	2018-01-04	Judge Weathers' Email re Termination
26	2018-01-09	Judge Stiffarm's Stay
27	2018-01-10	Case Reassignment to Judge Pechota
28	2018-01-11	Tribe's Request for Expedited Hearing
29	2018-02-02	Tribe's Request for Ruling in Absentia
30	2018-02-22	Judge Pechota Email Confirming Receipt
31	2023-10-31	Judge Pechota's Third Opinion
32	2023-11-07	Becker's Motion for Clarification
33	2023-11-07	Order on Becker's Motion for Clarification
34	2025-03-20	Judge Pechota Emails Cancelling Trial
35	2018-03-13	Resolution 18-118
36	2018-03-20	Duncan Letter to Arrowchis
37	2020-10-30	Arrowchis Declaration
38	2023-12-04	Ogle Declaration
39	2018-02-13	Tribe's Motion to Reassign Third Federal Action
40	2018-02-13	Chief Judge Nuffer Order Denying Recusal Motion
41	2022-03-08	Motion to Amend Claims Against Judge Lawrence
42	2022-07-15	Order Denying Tribe's Motion to Amend

TABLE OF EXHIBITS		
Exh #	Date	Document
43	2017-09-19	Motion to Sanction Attorney Isom
44	2017-10-02	Transcript of Judge Lawrence Hearing
45	2018-03-06	Notice re Arrowchis

CERTIFICATE OF NOTICE TO DEFENDANTS' COUNSEL

The undersigned certifies that on this 4th day of August, 2025, the foregoing was sent to the following attorneys currently representing the Tribe in the Tribal Court Action to notify them of this action and of the concurrently filed Motion for Preliminary Injunction:

Ben Fenner, bfenner@nativelawgroup.com

Thomasina Real Bird, trealbird@nativelawgroup.com

Frances Bassett, fbassett@nativelawgroup.com

/s/ David K. Isom
