

STANDING ROCK SIOUX TRIBAL COURT
STANDING ROCK SIOUX INDIAN RESERVATION

Standing Rock Sioux Tribe,)	
)	Case No. COMP-25-357
vs.)	
)	<u>ANSWER AND COUNTERCLAIM</u>
Jay Meilstrup,)	
)	
Defendant.)	

¶1 **COMES NOW**, the above-named Defendant, **JAY MEILSTRUP**, for his Answer and Counterclaim and states as follows:

¶2 1. Except as expressly admitted or otherwise qualified, each and every allegation of the Complaint is denied.

¶3 2. Defendant admits Paragraphs 1, 9 of Plaintiff's Complaint.

¶4 3. As to Paragraph 2 of Plaintiff's Complaint, Plaintiff admits he is an adult and that both parties entered into a consensual employment contract.

¶5 4. As to Paragraph 3 of Plaintiff's Complaint, Defendant admits that under the employment contract the Plaintiff has waived sovereign immunity of common law claims brought in tribal court.

¶6 5. As to Paragraph 4 of Plaintiff's Complaint, Defendant performed his services on the Reservation.

¶7 6. As to Paragraph 6 of Plaintiff's Complaint, the parties mutually entered into an employment contract on October 21, 2024.

¶8 7. As to Paragraph 7 of Plaintiff's Complaint, Defendant was hired as CEO/General Manager of the Prairie Knights Casino and Resort and Grand River Casino Resort.

¶9 8. As to Paragraph 8 of Plaintiff's Complaint, Defendant was required to comply with Indian Gaming Regulatory Act, the tribal Gaming Ordinance, the North Dakota Gaming Compact,

the South Dakota Gaming Compact and other applicable Tribal and Federal Law. Plaintiff was contractually obligated to provide the rules and policies that apply per section 9.3 of the contract.

¶10 9. As to Paragraph 10 of Plaintiff's Complaint, Defendant states that his accrued leave was contractual.

¶11 10. As to Paragraph 11 of Plaintiff's Complaint, Defendant states that pursuant to Paragraph 4.3 of the employment contract he was entitled Medical, Dental, Life and Health Insurance and the Standing Rock Sioux Tribe 401(k) retirement savings plan.

¶12 11. As to Paragraph 12 of Plaintiff's Complaint, Defendant admits that the employment contract provides for Termination for Cause.

¶13 12. As to Paragraphs 13 and 14 of Plaintiff's Complaint, Defendant admits the employment contract contains events which may result in Termination for Cause.

¶14 13. As to Paragraph 15 of Plaintiff's Complaint, Defendant admits that the employment contract contains a jurisdiction provision.

¶15 14. As to Paragraph 16 of Plaintiff's Complaint, Defendant admits that he informed Plaintiff of his wife's cancer and took immediate step to transition his wife's care to North Dakota.

¶16 15. As to Paragraph 17 of Plaintiff's Complaint, Plaintiff terminated Defendant prior to relocation.

¶17 16. As to Paragraph 18 of Plaintiff's Complaint, Defendant admits that he took normal days off on December 7, 2024

¶18 17. As to Paragraphs 19, 24 and 27 of Plaintiff's Complaint, Defendant acknowledges that he took all steps to insure that his duties were being attended to appropriately.

¶19 18. As to Paragraphs 20-22, Paragraph 25 and Paragraph 28 of Plaintiff's Complaint, Defendant adhered to all gaming laws, and secured approval for his normal days off.

¶20 19. As to Paragraphs 23, 26 and 29 of Plaintiff's Complaint, Defendant admits that he normal days off which do not constitute a material breach of the employment agreement and puts Plaintiff to its strictest proof thereof.

¶21 20. As to Paragraph 30 of Plaintiff's Complaint, The defendant was informed by representatives of the casino that he was to exhaust his PTO prior to commencing Unpaid Leave per tribal policies. Upon the exhaustion of Defendant's paid leave, Defendant requested unpaid leave.

¶22 21. As to Paragraph 31 and 32 of Plaintiff's Complaint, Defendant had accrued PTO under the employment contract.

¶23 22. As to Paragraph 33 and 34 of Plaintiff's Complaint, Defendant delegated responsibilities to Wes Long Feather who did not act as casino manager and whose action did not violate gaming laws.

¶24 23. As to Paragraphs 36 and 37 of Plaintiff's Complaint, Defendant asserted breach of contract claims in his federal ERISA action in good faith and on grounds of supplemental jurisdiction under 28 U.S.C. §1367.

¶25 24. As to Paragraphs 38 and 39 of Plaintiff's Complaint, the allegations therein constitute legal conclusions and therefore no affirmative response is required and as such the allegations are denied.

¶26 25. As to Paragraphs 40-42 of Plaintiff's Complaint, Defendant denies such allegations and puts Plaintiff to its strictest proof.

¶27 26. As to Paragraphs 44-46 of Plaintiff's Complaint, Defendant did not delegate responsibilities to others requiring a gaming license and no violations of gaming laws and policies occurred in Defendant's absence and Defendant puts Plaintiff to its strictest proof thereof.

¶28 27. As to Paragraph 48 of Plaintiff's Complaint, Defendant was not unjustly enriched by his leave and Plaintiff was not impoverished by Defendant's leave.

COUNTERCLAIM

¶29 Defendant incorporates all paragraphs previously set forth, are incorporated herein and are re-asserted against Plaintiff. As and for his Counterclaim against Plaintiff, Defendant states the following.

¶30 1. Defendant, JAY MEILSTRUP, ("Defendant") is an adult resident citizen of the United States and a residence of Nicholson, Pennsylvania.

¶31 2. Plaintiff, STANDING ROCK SIOUX TRIBE ("Plaintiff"), is a federally recognized tribal nation, governed by the Standing Rock Tribal Council.

¶32 3. Defendant is a former employee of the Plaintiff and began working for the Plaintiff at Prairie Knights Casino and Grand Resort Casino in the capacity of Chief Executive Officer/General Manager pursuant to an Employment Contract dated October 21, 2024.

¶33 4. The Standing Rock Tribal Council collectively interviewed Defendant as a group for the position of Chief Executive Officer during the hiring process. Defendant was offered the employment contract as a result of a decision made by the Tribal Council collectively. Defendant entered into a contract with the Plaintiff authorized by the tribal chairwoman. Defendant was informed by Frank Jamerson that he was to report to the "Executive Committee", a subcommittee of the Council made up of three people; the Tribal Chairperson Janet Alkire, the gaming Liaison for the Grand River Casino Charles Walker and the gaming liaison for the Prairie Knights Casino Frank Jamerson. Charles Walker was also the Chairman of the Judicial Committee of the Council and an elected member of the Council. Frank Jamerson was also the Vice Chairman of the Council.

¶34 5. On February 27, 2025, Defendant was notified that physicians were admitting his wife to the hospital for cancer treatment and complications resulting from her cancer medication. Defendant's wife's physicians recommended that Defendant immediately be at her side. Defendant's wife's physicians discovered that she was negatively reacting to medication causing mental and physical incapacitation requiring 24-hour monitoring and care.

¶35 6. On February 28, 2025, Defendant met with the Plaintiff's Director of Human Resources, Wes Long Feather, to discuss options. The Director of Human Resources agreed to change Defendant's status to "unpaid leave" pending further determination of his wife's prognosis. The same day, Defendant met with Plaintiff Vice Charman, Frank Jamerson, to discuss the situation and confirmed unpaid leave status and subsequently Defendant left Prairie Knights Casino for Pennsylvania.

¶36 7. On March 3, 2025, Defendant emailed Plaintiff casino liaison and tribal council member, Frank Jamerson, and Chairman of the Judicial Committee, Charles Walker, (also a Tribal Council Member, Executive Committee Member and Casino Liaison), requesting unpaid leave until his wife could complete tests, evaluations and procedures and thereafter relocate to North Dakota.

¶37 8. On March 3, 2025, Defendant was notified by email from Charles Walker that his leave was approved through April 1, 2025.

¶38 9. On March 25, 2025, Defendant received a phone call from Plaintiff Council Member, Frank Jamerson, informing him the Tribal Council was going to vote on the termination of his Employment Contract immediately following the call; the reason given was violation of attendance related policies. Defendant explained that the Chairman of the Judicial Committee, Charles Walker, had approved the leave and he (Frank Jamerson) was copied on the email. Frank

said it was the opinion of the Tribal Council that Charles Walker did not have the authority to approve the leave. Defendant was given no notice of concerns of policy violation, no opportunity to remedy the situation other than the phone call prior to the vote. Defendant immediately forwarded the email to both Frank Jamerson and Charles Walker to present to the Tribal Council before the vote and suggested that the Tribal Council consider today to be the date of notice and pay him through the notification period as outlined in the contract. About two minutes after Defendant forwarded the email, he attempted to access his company email to forward additional information but his access had been denied which had to be during or prior to the vote.

¶39 10. On March 28, 2025, Defendant reached out to Jamerson and Walker requesting information regarding the outcome of the vote but received no response. Again, on April 1, 2025, Defendant reached out to Jamerson asking for a status update and received the reply, “Yes, it will be sent to you, waiting for the Chairwoman’s signature”.

¶40 11. On April 2, 2025, Defendant received an email from the Plaintiff’s legal representative indicating the Council voted to terminate Defendant’s Employment Contract “for cause” due to breach of contract for not following tribal policies, which were never provided to Defendant. The letter indicated that Defendant would be eligible for COBRA coverage and included a sheet explaining the cost of COBRA coverage.

¶41 12. On April 5, 2025, Defendant received a certified letter of termination from the Plaintiff stating the reason for termination being breach of contract.

¶42 13. On April 7, 2025, Defendant and his wife were at their hospital for her scheduled liver biopsy. During check in, the hospital staff was not able to verify insurance. The insurance company indicated Defendant’s health insurance had been cancelled effective March 31, 2025. After multiple attempts to verify insurance, the biopsy was postponed. On April 8, 2025,

Defendant contacted Wes Long Feather, Director of Human Resources, by phone to see if he knew anything about the insurance being cancelled. He responded that the Council voted to cancel the Employment Contract on March 25, 2025 so the insurance coverage would be in place through the end of March. Nobody had notified Defendant until April 2, 2025 that Defendant's contract was terminated.

¶43 14. On April 14, 2025, Defendant contacted the Paycom COBRA representative on the phone and was assisted in signing up for COBRA coverage as directed in the termination letter. Defendant paid and received a receipt from Paycom. Paycom is the HR benefits processor for the Prairie Knights Casino owned by the Plaintiff.

¶44 15. On April 28, 2025, after two weeks of trying to procure a new insurance policy number so Defendant's wife could resume her treatments and procedures, Defendant was informed verbally by the Paycom COBRA representative over the phone that the COBRA had been denied by the Plaintiff since Defendant was terminated now for "Gross Misconduct".

¶45 16. On May 7, 2025, Defendant received a letter of COBRA denial from the Paycom COBRA department. The lack of notifications and response from Plaintiff representatives has caused significant disruption and delays to Defendant's wife's health care. Because of the Plaintiff's, mishandling and contradictory presentations Defendant's wife was not able to secure health care coverage until June 1, 2025 when it should have been in place continually and her health care should have been available uninterrupted.

¶46 17. On May 8, 2025, Defendant applied for North Dakota unemployment insurance. On July 29, 2025, Defendant's benefits were allowed and it was not shown by Plaintiff that Defendant acted with intentional or willful disregard of the employer's interests. Nor did the Defendant's actions rise to the level of misconduct.

¶47 18. The Plaintiff causing the insurance to be "canceled" represented a malicious interference with the insurance contract that Defendant had with the Plaintiff and terminating Defendant's employment without cause breached the employment contract. The actions of the Plaintiff represent a malicious breach of contract.

¶48 19. The acts of the Plaintiff, in causing the cancellation of the insurance contract prior to substitution of COBRA rights and in breaching the contract which they had with Defendant, represents malicious bad faith tort action and also represents a bad faith refusal to carry out the employment contract with Defendant in good faith, and further represents malicious interference with contract for which punitive damages if allowed may be asserted.

Count I
(Breach of Contract)

¶49 Defendant incorporates all paragraphs previously set forth.

¶50 20. Defendant entered into a valid, binding, and enforceable employment contact with Plaintiff.

¶51 21. Defendant fully performed his obligations under the employment contract.

¶52 22. Plaintiff breached and defaulted on the terms of the employment agreement by, among other things, terminating without cause, failing to provide proper notice, impeding or delaying the Onboarding Expense payment of \$25,000 per section 5.1, failure to provide material policies per section 9.3 and failing to comply with provision 8.3 to pay Defendant severance compensation equal to three months pay, plus any accrued leave and/or other benefits earned prior to such severance in accordance with Casino policies and procedures.

Count II
(Fraud)

¶53 Defendant incorporates all paragraphs previously set forth.

¶54 23. Plaintiff misrepresented material facts by misrepresenting that insurance coverage would be provided to Defendant or, alternatively, suppressing material facts.

¶55 24. Plaintiff failed to provide critical policies material to the eventual termination of the contract after the Defendant notified the plaintiff of the deficiency.

¶56 25. Plaintiff knowingly and intentionally misinformed the defendant regarding approval of leave of absence.

¶57 26. The Plaintiff failed to provide the Onboarding Expense by impeding and delaying the Onboarding Expense payment of \$25,000 per section 5.1

¶58 27. Plaintiff intended to deceive and/or defraud Defendant into entering into an employment contract.

¶59 28. Plaintiff terminated the contract claiming there was no “Leave of Absence Policy” while the Plaintiff in fact has a “Leave of Absence Policy” and withheld the existence of such policy from the Defendant.

¶60 29. Plaintiff knew or should have known that its conduct would induce Defendant into entering into an employment contract.

¶61 30. Plaintiff notified the Defendant the reason for termination of the contract was due to “Breach of Contract” then represented to the COBRA Administrator the reason for termination was “Gross Misconduct”. (The reason for termination was later represented to the North Dakota Federal Court as “Taking Unauthorized Leave”.)

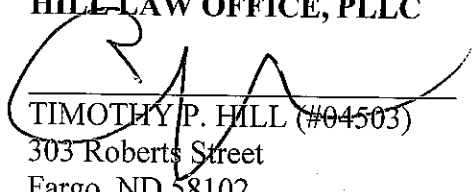
¶62 31. As a direct and proximate result of Plaintiff’s fraudulent and intentional representations and/or concealments, Defendant has suffered compensatory damages.

¶63 **WHEREFORE**, Defendant, **JAY MEILSTRUP**, prays for a Judgment and Decree of this Court as follows:

- ¶64 1. That this Court enter judgment declaring Defendants have breached the contract with Plaintiff.
- ¶65 2. That Defendants have violated ERISA standards, procedures and requirements.
- ¶66 3. That Plaintiff be awarded is compensatory, actual and punitive damages to be determined by a jury and for attorney fees.
- ¶67 4. For such other and further relief as the trier of fact deems just and equitable.

Dated this 14th day of November, 2025.

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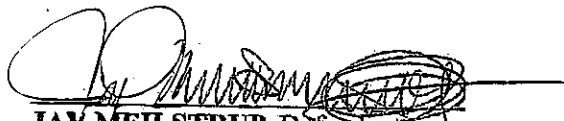
Attorneys for Defendant

VERIFICATION

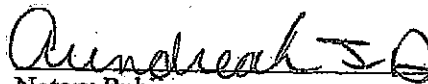
STATE OF PENNSYLVANIA)
) ss.
COUNTY OF LACKAWANNA)

JAY MEILSTRUP, being first duly sworn upon oath, deposes and says that he is the Defendant in the above-entitled action; that he has read the foregoing Answer and Counterclaim in the above entitled action; that he knows the contents thereof and that the same are true and correct.

Dated this 13 day on November, 2025.


JAY MEILSTRUP, Defendant

Subscribed and sworn to before me this 13 day of November, 2025.


Notary Public

Commonwealth of Pennsylvania – Notary Seal
Aundrea J. Derr, Notary Public
Lackawanna County
My Commission Expires May 06, 2028
Commission Number 1446343