

IN THE DISTRICT COURT OF OKFUSKEE COUNTY

STATE OF OKLAHOMA

Thlopthlocco Tribal Town, a)
federally-recognized Indian Tribe,)

Plaintiff,)

-vs-)

(Group 1))
Brent Smith, Tim Cheek, Cole)
Trickey, Tim Wolf, Miranda Kelough,)
David Haney, Mike Harjochee, and)
other unknown individuals acting in)
concert and joint participation with)
Group 1 Defendants;)

and)

(Group 2))
Nathan Anderson, Ryan Herrod,)
Wesley Montemayor, Leyahna)
Hicks, Malinda Noon, Malinda Noon,)
Inda McGirt, Jason Sawyer, Joyce)
Noon, Summer Barnes, Leeanna)
Tomah, and other unknown individuals)
acting in concert and joint participation)
with Group 2 Defendants,)

Defendants.)

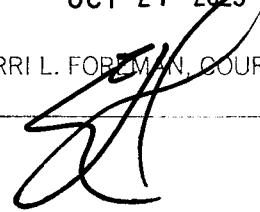
NO. CJ-2025- 79

**(Actions in Trespass,
Disturbing the Peace,
Interference with Tribal
Government Operations, and
Declaratory Judgment)**

FILED
IN DISTRICT COURT
OKFUSKEE COUNTY, OKLA.

OCT 27 2025

SHERRI L. FOREMAN, COURT CLERK
BY _____ DEPUTY



**PLAINTIFF THLOPTHLOCCO TRIBAL TOWN PETITION
FOR TEMPORARY EMERGENCY RESTRAINING ORDER,
TEMPORARY INJUNCTION, PERMANENT INJUNCTION
AND DECLARATORY JUDGMENT**

Plaintiff Thlopthlocco Tribal Town, a federally-recognized Indian Tribe,
comes before the court and for its causes of action against Defendants (referred

herein as individually named, or collectively as "Group 1" or "Group 2"), and seeks a temporary emergency restraining order, temporary injunction, and permanent injunction against the applicable Defendant groups upon the grounds stated herein.

Plaintiff also seeks a declaratory judgment that the members of Groups 1 and Group 2 are not lawful members of the Thlopthlocco Business Committee and are not the current governing body of Thlopthlocco Tribal Town.

PRELIMINARY STATEMENT

1. Various members of Group 1 have recently trespassed on Thlopthlocco tribal government offices, refusing to leave when asked, and disrupting the work of tribal officials and employees by, among other matters, claiming that the Defendants are the newly elected members of the Thlopthlocco Business Committee and threatening tribal employees and officials that they will be fired unless they recognize the Defendants as the governing members of the Business Committee.

2. Group 2 members have not physically disrupted tribal day to day business operations, but the members of Group 2 also claim they are newly elected members of the Thlopthlocco Business Committee and certain members of Group 2 have threatened employees of the Tribe's depository bank unless the banking officials turned over control of tribal bank accounts to them. Some members of Group 2 have also accessed certain federal government websites by claiming to be Thlopthlocco tribal officials. In so doing, they prevented the access

of current Thlopthlocco tribal officials to those websites, and submitted application for grants to the federal government that have not been authorized by the present Business Committee.

3. Since 2007, Thlopthlocco has been governed by an elected Business Committee that has authorized this litigation and approved a consent to limited jurisdiction.

4. While Plaintiff seeks eventual orders of restraint against both Group 1 and Group 2 in their applicable categories, the application for a temporary emergency restraining order is addressed only to Group 1, who have physically trespassed on Tribal property, refused to leave when asked, and threatened and disrupted the work of tribal officials and employees.

JURISDICTION AND VENUE

5. Thlopthlocco Tribal Town (“Thlopthlocco”) is a Federally recognized sovereign American Indian Tribe organized under the Oklahoma Indian Welfare Act of June 26, 1936, with a Federal Charter and Tribal Constitution.

6. The Thlopthlocco Tribal Town Constitution, ratified on April 13, 1939, states that the Business Committee shall have the power to transact business and speak or act on behalf of Thlopthlocco Tribal Town on all matters. Under the Thlopthlocco Tribal Town Constitution, only the Thlopthlocco Business Committee can call a tribal election.

7. Although immune from suit in this Court the Business Committee has authority to consent to the jurisdiction of this Court and has done so. Exhibit 1 to

this Petition is Tribal Resolution 2025-22. The Resolution contains a limited waiver of sovereign immunity as follows:

BE IT FURTHER RESOLVED that the Thlopthlocco Tribal Town Business Committee does hereby authorize, consent to jurisdiction in the Okfuskee County District Court, or any other proper court of the State of Oklahoma as determined by the Mekko and ratify the filing of a lawsuit styled Thlopthlocco Tribal Town, a federally recognized Indian Tribe, Plaintiff, against the persons listed on Exhibit A and B and those acting in joint concert and participation with them, as Defendants.

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BE IT FURTHER RESOLVED that the Thlopthlocco Tribal Business Committee does hereby waive its sovereign immunity on the very limited basis stated herein only for the purposes of adjudicating this dispute only, only claims brought by the Plaintiff, Thlopthlocco Tribal Town, and only for injunctive and declaratory relief. This waiver of immunity shall not include counterclaims, cross-claims, election disputes or any claim involving quo warranto.

8. Upon the limited consent to jurisdiction, this Court has subject matter jurisdiction pursuant to 12 Okla.Stat. §1381 (injunctive relief); 12 Okla. Stat. §1382 (temporary injunction); 12 Okla. Stat. §1651, *et seq.* (Declaratory Judgments).

9. The actions complained of herein occurred on Thlopthlocco Tribal land located at the Clearview Exit in Okfuskee County. Venue is proper in Okfuskee County pursuant to 12 Okla. Stat. §131 because the trespass to real property at issue in this matter is located within the boundaries of Okfuskee County. Some of the Defendants are also residents of Okfuskee County which also justifies venue.

GENERAL ALLEGATIONS OF FACT

10. Thlopthlocco Tribal Town, a federally recognized Indian Tribe, has tribal land located within Okfuskee County where its governmental and other social service offices, including commercial venues, are located.

11. In accordance with the Thlopthlocco Tribal Town Constitution, Thlopthlocco Tribal Town selects its officers through tribal elections of members of the Thlopthlocco Tribal Town (Mekko (Town King, two Warriors, Treasurer, and Secretary). Those elected officers further select five constitutional advisors to serve on the Thlopthlocco Tribal Town Business Committee. Vacancies for tribal officers are filled in accordance with the Thlopthlocco Tribal Town Constitution which allows replacements selected by the elected officers.

12. Under the Thlopthlocco Tribal Town Constitution and tribal ordinances, only the Thlopthlocco Business Committee can call a tribal election.

13. After the conclusion of certain tribal litigation in the courts of the Muscogee Nation with further proceedings in the United States District Court for the Northern District of Oklahoma and the United States Court of Appeals for the Tenth Circuit, Thlopthlocco is in the process of preparing for tribal elections.

14. For historical reasons, the Thlopthlocco Constitution did not include a court system because of the belief that the Federal Curtis Act of 1898 (30 Stat. 495, Pub. L. 55–517) abolished tribal governments including tribal courts. Federal courts have since held after the Oklahoma Indian Welfare Act of 1938, 25 U.S.C.

Chapter 45A, §5201, *et seq.* allowed federal recognition of Indian tribes so that tribes may also have a judicial system. Under a grant from the Federal Government, Thlopthlocco has pursued policies that implement a criminal and civil code and to eventually create a tribal court, but those actions are incomplete. There is also a need for judicial services including amending the Thlopthlocco Election Ordinance to include a judicial remedy for an appeal because several of the more recent elections became disputed.

15. Thlopthlocco previously relied upon judicial services from the Muscogee (Creek) Nation (“MCN”). The MCN courts has since refused to recognize certain aspects of Thlopthlocco sovereignty. Moreover, the MCN judiciary took six years to resolve an issue of Thlopthlocco sovereignty even though they were directed to do so by the United States Court of Appeals for the Tenth Circuit. Even after that directive, the MCN courts sidestepped the issue, leaving it unresolved.

16. Under these circumstances, it is not reasonable for Thlopthlocco to rely upon a proper adjudication of any election disputes or any other matter involving Thlopthlocco governance in the tribal courts of the MCN.

17. A question disputed in the previous election in 2007 was allegations by Defendant Nathan Anderson that ineligible persons voted in the election. Defendant Anderson did not raise this claim until the election been concluded and Anderson had reported its results to the BIA, and the elected officials took office.

This included officials he later disputed were properly elected.

18. In preparation for the upcoming election the Thlopthlocco Business Committee has directed the tribal Membership Committee to review the status of members to avoid the possibility that ineligible people will be able to vote in the election. That process has not been completed.

19. Until a new election can be conducted, the present Business Committee continues to be recognized on the website of the Bureau of Indian Affairs of the Department of Interior as the governing body of Thlopthlocco Tribal Town.

GROUP 1 DEFENDANTS

20. At a recent quarterly membership meeting on October 18, 2025 (a Saturday), certain members of Group 1 rose at the conclusion of the meeting and made a motion that the Business Committee resign. The meeting was adjourned and the official part of the meeting ended. Nevertheless, members of Group 1 defendants remained on the property, conducted an unauthorized "election" and declared they were the new Business Committee. They refused to vacate the tribal premises.

21. Any such "election" was invalid since it was not called by the Thlopthlocco Business Committee, was not conducted pursuant to the official Election Ordinance adopted by the Business Committee, no notice was given to the general membership that a tribal election was to be held, and no canvas was

conducted to ascertain if the people voting were proper members of the Tribal Town as recognized by the Membership Committee.

22. Tribal security officers remained monitoring the members of Group 1 and other tribal members aligned with them. Tribal security officers are not commissioned officers although they have CLEET training. Tribal security officers called the Muscogee Creek Nation (“MCN”) Lighthouse Law Enforcement. The Lighthouse arrived and made the members of Group 1 leave the premises, but at the same time barred both Group 1 and the current members of the Thlopthlocco Business Committee from occupying the South Community Center and also the offices of the Tribal Mekko (Town King) and Treasurer located across I-40 in a white house (“White House”) on tribal property. Lighthouse officers said they would consult with the MCN Attorney General on Monday to determine how to proceed.

23. On Thursday, October 23, 2025, Defendant Brent Smith and other members of Group 1 arrived at the Thlopthlocco Social Services office and began confronting Thlopthlocco officials and employees, claiming they were the new Business Committee, and threatened to have the officials and employees fired if the officials and employees did not acknowledge that they were the new Business Committee and otherwise harassing them in the performance of their duties.

24. Defendant Brent Smith and the other members of Group 1 were told to leave by tribal officials, but refused to do so. To protect the employees from

continuing harassment from Smith and his group, the Mekko authorized the employees to leave the premises. Smith and his group remained.

25. At the direction of the Mekko, tribal officials contacted the MCN Lighthorse to let them know that certain members of Group 1 had returned to the tribal premises and were disrupting the work of Tribal employees, and refused to leave when told to do so. The MCN Lighthorse never appeared and sent a message that they did not intend to return to assist in law enforcement.

26. Although the Thlopthlocco Mekko has since consulted with Lighthorse and a person he believed was with the office of the MCN Attorney General, nothing has been resolved to the date of filing of this petition. Moreover, on October 24, 2025, the Lighthorse and an assistant AG of the MCN told TTT Mekko Brent Brown that they would not intervene with regard to disturbances related to Thlopthlocco. They did say that they would enforce other criminal law on TTT property.

27. There is the expectation that Defendant Brent Smith and other members of Group 2 will continue to return to the Thlopthlocco tribal government premises to bother and harass tribal officials and employees, unless this Court enters an emergency temporary restraining order directing Defendant Brent Smith and members of Group 1 to stay away from the Thlopthlocco tribal government offices until this matter can be heard by this Court.

28. Some Thlopthlocco tribal employees including Thropthlocco Tribal

Security officers have resigned in the face of the recalcitrant behavior of Defendant Brent Smith and Group 1 Defendants. With the refusal of the Lighthorse to return to Thlopthlocco property and the loss of tribal security officers, the Thlopthlocco tribal land is a “no man’s land” without sufficient law enforcement.

29. Besides the substantial interference with governmental activities committed by Defendants, Defendants’ conduct has substantially and irreparably interfered with and harmed Plaintiff Thlopthlocco’s property rights and is a common-law trespass under Oklahoma law. See *Williamson v. Fowler Toyota*, 956 P.2d 858, 1998 OK 14 defining trespass as a “trespass involves an actual physical invasion of the real estate of another without the permission of the person lawfully entitled to possession” and a trespasser as being “a trespasser is one who enters upon the property of another without any right, lawful authority or express or implied invitation, permission or license ... or upon any business of such person, but merely for his own purposes, pleasure, or convenience, or out of curiosity.”

30. This Court should further direct the Sheriff of Okfuskee County to work with current tribal security officials regarding proper law enforcement on Thlopthlocco tribal land in light of the refusal of the MCN Lighthorse to return to tribal land, and to also ensure that Brent Smith and none of his Group 1 Defendants return and remain on Thlopthlocco tribal land until this matter can be heard and determined by this Court.

GROUP 2 DEFENDANTS

31. Defendant Nathan Anderson and members of Group 2 also have no official authority as Thlopthlocco tribal officials.

32. Defendant Anderson was elected Mekko of Thlopthlocco in 2007. His election victory was a plurality and not a majority as required by the Thlopthlocco Tribal Constitution. Nevertheless, Anderson took office as Mekko. After four months, Anderson attempted a coup and sought to depose all the other Business Committee members and replace them with family members and friends. As a result, Anderson was removed from office by a Grievance Procedure under Article VI of the Thlopthlocco Constitution in July, 2007.

33. Since his removal Anderson has had no official capacity as a tribal official or employee. Yet Anderson on occasion continued to represent that he was still Mekko. Despite his removal from office Anderson persisted in litigation in the MCN courts attempting to establish that he and members of the “Rump” Business Committee that he appointed were still the lawful Business Committee of Thlopthlocco. However, in 2022, the MCN Supreme Court determined that Thlopthlocco was entitled to sovereign immunity and Anderson lawsuit was dismissed for lack of jurisdiction and the then current Business Committee remained in office.

34. Anderson still continued to represent himself as a Thlopthlocco “Spokesperson” and in October 2024 Anderson tried to call for an “election”

claiming the assistance of MCN officials in securing a venue to hold an election. Anderson obtained the publication of a news story in the MCN Mvskoke News media newspaper. However, after notification by Thlopthlocco to the MCN that Anderson had no authority to call an election, the MCN denied Anderson the use of their facilities and the Mvskoke News published a retraction of the story.

35. Defendant Anderson attempted to call another “election” for February 22, 2025. This was not authorized by the Business Committee, nor conducted by the Election Committee in accordance with the Election Ordinance.

36. The notice for the election consisted of a single display ad in the Okemah newspaper which stated that the election was to take place on January 22, 2025, the wrong date. Defendant Anderson arranged the meeting at a local Church family center. Anderson had no current membership list from the Enrollment Committee to ensure only tribal members voted. The Thlopthlocco Constitution states that eligible voters are 21 years or older, but an announcement was made at the meeting that the voting age was 18 years or older.

37. After the election, in a letter dated February 24, 2024, Defendant Anderson notified numerous federal officials in the BIA of the “election results.” Again, the present Business Committee continues to be recognized on the website of the Bureau of Indian Affairs of the Department of Interior as the current governing body of Thlopthlocco Tribal Town.

38. Defendant Anderson later sent a demand dated June 12, 2025 to the Business Committee that they transition the government to his group. As authority, he cited a September 24, 2024 letter from the Local BIA Superintendent. The letter denied a request for an election conducted by the BIA and stated that the Agency would not become involved in internal tribal matters. It did not support any claim that Anderson's group was properly elected.

39. On or before August 16, 2025, Anderson accessed a BIA website site (www.SAM.GOV) intended for tribal officials use only and represented himself as a tribal official (ostensibly a federal crime under the Computer Fraud and Abuse Act (CFAA), 18 U.S.C. §1030). Defendant Anderson gave access to the site to some members of his group and locked out the current Mekko from access to this site until the Mekko contacted the website on August 16, 2025 and eventually recovered control of the access.

40. Defendant Anderson submitted a grant application dated July 30, 2025 through a website operated by the Veterans Administration for Veteran Housing Assistance. The grant application contained a penalty of perjury statement. ("I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)). Nevertheless, Defendant Anderson falsely represented that he was the Mekko of Thlophlocco Tribal Town.

41. Defendant Anderson made a request and later submitted a

threatening letter from his attorney to the Bank used by Thlopthlocco as a repository for tribal funds. This necessitated a meeting on July 30, 2025 with Bank officials by the Business Committee to determine whether the tribal government had changed.

42. Defendant Anderson and Group 2 continue to represent that they are the lawful Business Committee. This constitutes a burden on the Tribal government, has caused hours to remedy his intrusions, and affects the credibility of Thlopthlocco tribal officials in their interactions with other governments, businesses and individuals.

INJUNCTIONS

43. The four criteria considered in deciding an application for temporary injunction are “1) the applicant's likelihood of success on the merits, 2) irreparable harm to the party seeking relief if injunctive relief is denied, 3) relative effect on the other interested parties, and 4) public policy concerns arising out of the issuance of injunctive relief.” *Dorchester Hugoton, Ltd. v. Dorchester Master Ltd. Partnership*, 1996 OK CIV APP 60, 925 P.2d 1222, 1225.

44. **Likelihood of Success on the Merits.** Thlopthlocco Tribal Town is a sovereign Indian tribal town. All Defendants’ claims of entitlement to take over the government proceeds arise out of thin air, not the sovereign authority of the Indian tribe. They cannot show the legitimacy of any of their claims.

45. **Irreparable Harm.** Thlopthlocco Tribal land is now a no man’s land

without proper law enforcement because of the refusal of the Lighthouse to return to Thlopthlocco and assist in removing the trespassers. This is irreparable harm to the Tribal Town's right to self-governance. The very continuance of the current legal government is at stake if Defendant Brent Smith and members of Group 1 are allowed to return and remain on tribal property disrupting government services. *Ute Indian Tribe of the Uintah & Ouray Reservation v. Utah*, 790 F.3d 1000, 1005 (10th Cir. 2015) ("The Tenth Circuit has 'repeatedly stated that . . . an invasion of tribal sovereignty can constitute irreparable injury.'"); *Wyandotte Nation v. Sebelius*, 443 F.3d 1247, 1255 (10th Cir. 2006); *Prairie Band of Potawatomi Indians v. Pierce*, 253 F.3d 1234, 1250 (10th Cir. 2001) (Irreparable harm existed and preliminary injunction granted to Indian Tribe against State agency issuing citations to tribal registered vehicles. ". . . motor vehicle registration and titling is a traditional governmental function . . . the threat of continued citation by the state created the 'prospect of significant interference with [tribal] self-government . . . the injury to the tribe was irreparable because it could not be adequately compensated for in the form of monetary damages.'"). Although *Prairie Band* is contest between a tribe and a State, actions of private parties can implicate irreparable harm in some instances. See *Norton v. Ute Indian Tribe of the Uintah and Ouray Rsrv.*, 862 F.3d 1236, 1244-45 (10th Cir. 2017). "The tribe's 'traditional and undisputed power to exclude persons' from tribal land, for example, gives it the power to set conditions on entry to that land via licensing requirements and hunting regulations." *Plains Commerce Bank v.*

Long Family Land & Cattle Co., 554 U.S. 316, 327, 128 S. Ct. 2709, 2718 (2008) (“We have frequently noted, however, that the ‘sovereignty that the Indian tribes retain is of a unique and limited character.’ *Id.*, at 323, 98 S. Ct. 1079, 55 L. Ed. 2d 303. It centers on the land held by the tribe and on tribal members within the reservation. See *United States v. Mazurie*, 419 U.S. 544, 557, 95 S. Ct. 710, 42 L. Ed. 2d 706 (1975).”). While tribes ability to affect nonmembers has some limitations, tribes control over members is a much different category.

46. **Balance of Harm.** Again, as noted, there are no reasonable facts that substantiate that either Group 1 or Group 2 Defendants were lawfully elected. Their harm is minimal if nonexistent. The balance of harms lies with Plaintiff Thlopthlocco.

47. **Public Interest.** The preservation of the current Thlopthlocco government and the prevention of its overthrow is in the public interest. Besides, allowing either Group 1 or Group 2 to take over the Tribal Town in an unlawful manner will not resolve the dispute between them.

PRAYER FOR RELIEF

In consideration of the Verification of this Petition by Brent Brown, Tribal Town Mekko, and other circumstances, Plaintiff Thlopthlocco Tribal Town prays as follows:

1. Set this matter down promptly on Plaintiff’s Request for a temporary restraining order and temporary injunction.

2. In the interim until a hearing on a temporary injunction, this Court should issue an *ex parte* emergency temporary restraining order against Defendant Brent Smith and Group 1 directing that they immediately leave Thlopthlocco Tribal Town property and cease and desist their efforts to disrupt the Thlopthlocco Tribal Town government, now in the control of the pre-existing Business Committee initially elected in 2007 and the successors in office to the present. Defendant Brent Smith and Group 1 should be ordered to remain away from the property on a temporary basis and not engage in any further disruption of tribal operations until this Court's hearing on Plaintiff's request for an Temporary Injunction and the further order of this Court.

3. After a full hearing on the merits, this Court should grant a permanent injunction against Brent Smith and Group 1 that they cease their interference with the ongoing and previously existing Thlopthlocco Tribal Town government.

4. Enter a declaratory judgment that Defendant Brent Smith and the Group 1 Defendants are not members of the Business Committee of the Thlopthlocco Tribal Town and have no official capacity in Thlopthlocco tribal government.

5. As necessary after further application and hearing, this Court should enter a temporary injunction against Defendant Nathan Anderson and the Group 2 Defendants that they cease and desist their efforts to disrupt the Thlopthlocco

Tribal Town government now in the control of the pre-existing Business Committee initially elected in 2007 and the successors in office to the present.

6. After a full hearing on the merits, this Court should grant a permanent injunction against Defendant Nathan Anderson and Group 2 that they cease their interference with the ongoing and previously existing Thlopthlocco Tribal Town government.

7. Enter a declaratory judgment that Nathan Anderson and the Group 2 Defendants are not members of the Business Committee of the Thlopthlocco Tribal Town and have no official capacity in Thlopthlocco tribal government.

8. As to other known and unknown parties acting in concert and joint participation with either Group 1 or Group 2 who may attempt to disrupt tribal government functions by coming onto the property of Thlopthlocco Tribal Town, or otherwise attempting to disrupt by other methods including access by computer, this Court should authorize officials with Thlopthlocco Tribal Town to issue a copy of any emergency or temporary restraining order issued by this Court as a trespass notice that forbids any such person from coming onto Thlopthlocco Tribal property and notifying them that if they dispute their exclusion from Thlopthlocco Tribal property they may make application to this court and request a hearing.

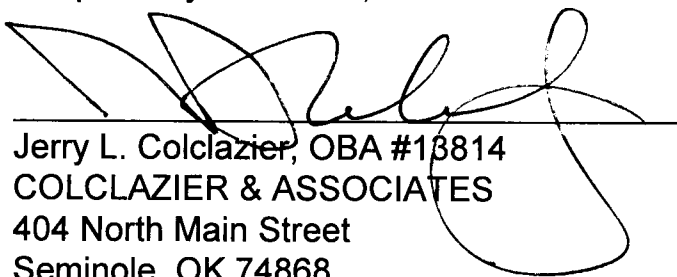
9. This court should direct the Sheriff of Okfuskee County to work with current tribal officials regarding proper law enforcement on Thlopthlocco tribal

land to ensure that Defendant Brent Smith and none of his Group 1 Defendants return and remain on Thlopthlocco tribal land until this matter can be heard and determined by this Court.

10. Such other and further relief that to the Court would be fair, just, and equitable.

Dated this 27th day of OCTOBER, 2025.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Jerry L. Colclazier', is written over a horizontal line. The signature is fluid and cursive, with a large loop at the end.

Jerry L. Colclazier, OBA #13814
COLCLAZIER & ASSOCIATES
404 North Main Street
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Attorney for Plaintiff
Thlopthlocco Tribal Town

IN THE DISTRICT COURT OF OKFUSKEE COUNTY

STATE OF OKLAHOMA

Thlopthlocco Tribal Town, a)
federally-recognized Indian Tribe,)

Plaintiff,)

-vs-)

(Group 1))

Brent Smith, Tim Cheek, Cole Trickey,)

Tim Wolf, Miranda Kelough, David)

Haney, Mike Harjochee, and other)

unknown individuals acting in concert and)

joint participation with Group 1)

Defendants;)

and)

(Group 2))

Nathan Anderson, Ryan Herrod,)

Wesley Montemayor, Leyahna Hicks,)

Malinda Noon, Malinda Noon, Inda)

McGirt, Jason Sawyer, Joyce Noon,)

Summer Barnes, Leeanna Tomah, and)

other unknown individuals acting in)

concert and joint participation with Group)

2 Defendants,)

Defendants.)

NO. CJ-2025- 79

(Action in Trespass)

VERIFICATION PETITION OF BRENT BROWN

State of Oklahoma)

) ss:

County of Okfuskee)

I, Brent Brown, of lawful age to make this verification, being first duly sworn, declares as follows:

1. I am the Mekko, or Town King, of Thlopthlocco Tribal Town, a federally recognized sovereign Indian Tribe.

2. I have reviewed the Petition prepared on behalf of Thlopthlocco Tribal Town and to be filed at the same time of this Verification.
3. Upon information and belief, I state that factual allegations included in in the Petition are true and correct. Brent Smith and other members of Group 1 have caused a substantial disruption in the governmental operations of Thlopthlocco Tribal Town.
4. After Brent Smith and members of his group refused to leave Thlopthlocco social services building on October 23, 2025, tribal officials called the Muscogee Light Horse Law Enforcement and asked them to come to Thlopthlocco to stop the disturbance. They never showed up and we were advised they would not return to Thlopthlocco.
5. Exhibit 1 to the Petition is Tribal Resolution 2025-22 which was passed by the Business Committee at a meeting on October 23, 2025 providing for a consent to jurisdiction of this Court to adjudicate this matter.
6. My declaration does not include knowledge of any legal argument or legal conclusions contained in the Petition.

Further, this affiant sayeth not.

VERIFICATION

I state under penalty of perjury that the foregoing declaration is true and correct according to my own knowledge and best information and belief and as to any matters based upon information and belief, I believe them to be true.

(Executed within the United States) 28 U.S.C. §1746.

Executed on this 27th day of OCTOBER, 2025.



BRENT BROWN

Mekko

Thlopthlocco Tribal Town



Thlopthlocco Tribal Town
Tribal Resolution No. 2025-22

WHEREAS, Thlopthlocco Tribal Town is a Federally recognized Sovereign American Indian Tribe organized under the Oklahoma Indian Welfare Act of June 26, 1936 with a Federal Charter and Tribal Constitution; and

WHEREAS, The Thlopthlocco Tribal Town Constitution, ratified on April 13, 1939, states that the Business Committee shall have the power to transact business and speak or act on behalf of Thlopthlocco Tribal Town on all matters; and

WHEREAS, in accordance with the Thlopthlocco Tribal Town Constitution, Thlopthlocco Tribal Town selects its officers through tribal elections of members of the Thlopthlocco Tribal Town. Those elected officers further select constitutional advisors to serve on the Thlopthlocco Tribal Town Business Committee. Vacancies for tribal officers are filled in accordance with the Thlopthlocco Tribal Town Constitution; and

WHEREAS, under the Thlopthlocco Tribal Town Constitution, only the Thlopthlocco Business Committee can call a tribal election; and

WHEREAS, on July 19, 2022, the Thlopthlocco Business Committee adopted Tribal Resolution No. 2022-08, which created an Election Committee and approved an Election Ordinance; and

WHEREAS, since the resolution of litigation in *Thlopthlocco v. Anderson*, No. CV-2007-39 and *Anderson v. Burden*, No. CV-2011-08 pending in the tribal courts of the Muscogee (Creek) Nation, the United States District Court for the Northern District of Oklahoma and the United States Court of Appeals for the Tenth Circuit, it has become necessary to amend the Thlopthlocco Election Ordinance to include a judicial remedy for an appeal because Thlopthlocco cannot rely upon a proper adjudication of any disputes involving Thlopthlocco governance in the tribal courts of the Muscogee (Creek) Nation; and

WHEREAS, the Thlopthlocco Business Committee is in the process of implementing a judicial remedy to be added to the Thlopthlocco Election Ordinance including the hiring of a Tribal District Court Judge and are in the process of seeking to hire appellate judges to hear any election dispute; and

WHEREAS, as a part of the preparation for a tribal election, the Thlopthlocco Business Committee has directed the Thlopthlocco Membership Committee to review the list of Thlopthlocco Tribal members in order to determine a final list of members with the proper qualifications under the Thlopthlocco Constitution eligible to vote in tribal elections and this process is currently underway before the Thlopthlocco Membership Committee and is not complete; and

WHEREAS, a controversy has arisen in which individuals, who are not properly elected or appointed, are now and have been claiming to be duly elected or appointed tribal officials and have acted in joint concert and participation with others to disrupt tribal government, have interfered with orderly government decision-making, delivery of services, and the proper safekeeping of tribal assets, and such matters require adjudication and enforcement to protect Thlopthlocco citizens and the Thlopthlocco government and its enterprises, and

WHEREAS, at least two different groups, whether Thlopthlocco Tribal members or not, have, without any actual or apparent authority, purported to call an "election" for Thlopthlocco tribal officials, and thereby disrupted the current proper process for the conduct of an election under the Thlopthlocco Constitution and the Thlopthlocco Election Ordinance; and

WHEREAS, one such false "election" occurred on February 22, 2025 and a second such false "election" occurred on October 18, 2025, neither of which were conducted under the Thlopthlocco Election Ordinance by the Thlopthlocco Election Committee, nor authorized by the Thlopthlocco Business Committee, and such false "elections" were conducted without proper notice to Thlopthlocco Tribal members; and

WHEREAS, the notice for the alleged February 22, 2025 election consisted of a single display ad in the Okemah newspaper which contained an incorrect date for the "election", and

WHEREAS, the purported "election" on October 18, 2025 occurred after the adjournment of a Thlopthlocco Tribal membership quarterly meeting; and

WHEREAS, several of the persons who now claim to be elected to the Thlopthlocco Tribal Town Business Committee have attempted to assume the offices for which they claim they were elected, and have attempted a takeover of tribal property, harassing current employees, and threatening those employees in their employment unless they support their illegal takeover; and

WHEREAS, these individuals are named on Exhibit A and Exhibit B attached to this Tribal Resolution and they, and each of them, and any person acting in concert with any or each of them, should be prohibited from coming onto Thlopthlocco tribal property and

disrupting tribal government functions and harassing or threatening Thlopthlocco officials and employees; and

WHEREAS, any action to assume office by any so-called persons purporting or claiming to be newly elected or appointed officers or members of the Thlopthlocco Business Committee, are null and void, will be disruptive to Thlopthlocco Tribal authority and the regular business of the Thlopthlocco Tribal Town, and it is important and required to authorize the Mekko, acting on behalf of the Business Committee, to take any reasonable and necessary action to secure tribal offices to the current lawfully elected officials, and to exclude the individuals who claim to have been elected from tribal property and stop their disruption of tribal governmental functions; and

WHEREAS, efforts to secure the assistance of Muscogee (Creek) Lighthouse Law Enforcement to assist in keeping the peace on Thlopthlocco Tribal property have been met with delays and inaction on the part of the Lighthouse which has allowed a disruption of Thlopthlocco's government since October 18, 2025, and the most recent request to the Lighthouse to prevent the disruption that began today has gone unanswered by the Lighthouse allowing lawless to prevail on Thlopthlocco Tribal property; and

WHEREAS, it is necessary to consent to limited jurisdiction in the district court of Okfuskee County, or any other proper court of the State of Oklahoma, to seek a civil remedy to stop the disruption of Thlopthlocco Tribal governmental functions.

NOW THEREFORE BE IT RESOLVED that the Thlopthlocco Tribal Town Business Committee does hereby authorize the Thlopthlocco Tribal Town Mekko or his designee, to take any or all of the following listed actions to protect the integrity of Thlopthlocco Tribal Government from any person purporting or claiming to be newly elected or appointed officers or members of the Thlopthlocco Business Committee or any person claiming to be a Thlopthlocco Tribal official or employee selected or appointed by the alleged new officers or members of the Thlopthlocco Business Committee; and

BE IT FURTHER RESOLVED that the Thlopthlocco Tribal Town Business Committee does hereby authorize, consent to jurisdiction in the Okfuskee County District Court, or any other proper court of the State of Oklahoma as determined by the Mekko and ratify the filing of a lawsuit styled Thlopthlocco Tribal Town, a federally recognized Indian Tribe, Plaintiff, against the persons listed on Exhibit A and B and those acting in joint concert and participation with them, as Defendants. Upon a determination of the Mekko, additional parties not named in Exhibit A and B who act in concert or joint participation with the Defendants or separately to disrupt Thlopthlocco Tribal government may also be added as a party.

BE IT FURTHER RESOLVED that the Thlopthlocco Tribal Business Committee

does hereby waive its sovereign immunity on the very limited basis stated herein only for the purposes of adjudicating this dispute only, only claims brought by the Plaintiff, Thlopthlocco Tribal Town, and only for injunctive and declaratory relief. This waiver of immunity shall not include counterclaims, cross-claims, election disputes or any claim involving quo warranto.

BE IT FURTHER RESOLVED, any person claiming to be a newly elected or appointed member of the Thlopthlocco Business Committee, or any person claiming to be a Thlopthlocco tribal official or employee selected or appointed by the alleged new officers or alleged new members of the Thlopthlocco Business Committee is declared to be a trespasser on Thlopthlocco Tribal property and is subject to removal from Thlopthlocco Tribal property or land. Persons who engage in disruption who have ceased their actions and want to come onto Thlopthlocco Tribal land for a purpose other than disruption can seek the permission of the Mekko or his designee to do so and may be subject to such reasonable restrictions to track their presence on tribal land and shall leave if their actions become disruptive as determined by the Mekko or his designee.

BE IT FURTHER RESOLVED, that the Mekko or his designee, is authorized to issue a trespass notice, whether verbal or in written form, under Oklahoma law to any person purporting or claiming to be newly elected or appointed officer or member of the Thlopthlocco Business Committee, or to any person claiming to be a Thlopthlocco tribal official or employee selected or appointed by the alleged new officers or members of the Thlopthlocco Business Committee. Upon receipt of any such trespass notice, any such person shall immediately leave Thlopthlocco Tribal property.

BE IT FURTHER RESOLVED, that the Mekko or his designee is authorized to select the form of Trespass Notice issued to any person purporting or claiming to be newly elected or appointed officer or member of the Thlopthlocco Business Committee or to any person claiming to be a Thlopthlocco tribal official or employee selected or appointed by the alleged new officers or members of the Thlopthlocco Business Committee; and

BE IT FURTHER RESOLVED, that the Mekko or his designee is authorized to direct Thlopthlocco Tribal security officers to remove and exclude from tribal land any person purporting or claiming to be newly elected or appointed officer or member of the Thlopthlocco Business Committee or to any person claiming to be a Thlopthlocco tribal official or employee selected or appointed by the alleged new officers or members of the Thlopthlocco Business Committee; and

BE IT FURTHER RESOLVED, that the Mekko is authorized to request the assistance of the MCN Lighthouse Law Enforcement Officers to remove and exclude from tribal land any person purporting or claiming to be newly elected or appointed officer or member of the Thlopthlocco Business Committee or to any person claiming to be a Thlopthlocco

tribal official or employee selected or appointed by the alleged new officers or members of the Thlopthlocco Business Committee; and


BE IT FURTHER RESOLVED, that the Mekko is authorized to request the assistance of the Okfuskee County Sheriff's Department to remove and exclude from tribal land any person purporting or claiming to be newly elected or appointed officer or member of the Thlopthlocco Business Committee or to any person claiming to be a Thlopthlocco tribal official or employee selected or appointed by the alleged new officers or members of the Thlopthlocco Business Committee; and

BE IT FURTHER RESOLVED, that the Mekko is authorized to take any other reasonable action to prevent the disruption of and protect the integrity of Thlopthlocco Tribal government and Thlopthlocco tribal property from any person purporting or claiming to be newly elected or appointed officer or member of the Thlopthlocco Business Committee or to any person claiming to be a Thlopthlocco tribal official or employee selected or appointed by the alleged new officers or members of the Thlopthlocco Business Committee; and

BE IT FURTHER RESOLVED, that the Mekko is further authorized to activate the provisions of Tribal Ordinance No. 2024-01 that establishes procedures for initiation and conduct of tribal proceedings to hear and determine possible violations of the offense of False Personation as defined by said Tribal Ordinance.

CERTIFICATION

I, the undersigned, certify that the foregoing is a true extract from the minutes of the Thlopthlocco Tribal Town Business Committee Meeting with a declared legal quorum of 7 members present and attending the meeting held on October 23, 2025, and that the above Ordinance was approved by a vote of:
6 in favor 0 against 0 abstaining.



Brent Brown, Town King



Celesta Johnson, Tribal Secretary

Exhibit A

Thlopthlocco Tribal Town Resolution 2025-22

(Group 1)

Brent Smith, Tim Cheek, Cole Trickey, Tim Wolf, Miranda Kelough, David Haney, Mike Harjochee, and other unknown individuals acting in concert and joint participation with Group 1 Defendants;

Exhibit B

Thlopthlocco Tribal Town Resolution 2025-22

(Group 2)

Nathan Anderson, Ryan Herrod, Wesley Montemayor, Leyahna Hicks, Malinda Noon, Malinda Noon, Inda McGirt, Jason Sawyer, Joyce Noon, Summer Barnes, Leeanna Tomah, and other unknown individuals acting in concert and joint participation with Group 2 Defendants,