

JEFFREY DALY (CA Bar No. 59034)  
P.O. Box 246  
Hidden Valley Lake, CA 95467  
Tel: (707) 987-9082  
Fax: (707) 987-0982  
Email: jdalylaw@aol.com

JOSEPH L. KITTO (DC Bar No. 469760)  
P.O. Box 819  
Lower Lake, CA 95457  
Tel: (707) 533-3502  
Fax: (707) 284-1069  
Email: kitto@sovsys.net

*Attorneys for Plaintiffs*

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

**NJV**

ALAN AND CHRISTINA HARRISON, ROBERT  
QUITIQUIT, KAREN RAMOS, INEZ SANDS, and  
REUBEN WANT,

Plaintiffs,

v.

ROBINSON RANCHERIA BAND OF POMO INDIANS  
BUSINESS COUNCIL, DOES

Defendants.

**FILED**  
2013 MAR 29 P 2:42  
J. [Signature]  
195

**C**

**Case No. 13  
Hon.**

**1413**

**COMPLAINT FOR  
DECLARATORY AND  
INJUNCTIVE RELIEF**

**COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF**

1. This action is brought by Alan and Christina Harrison, Robert Quitiquit, Karen Ramos, Inez Sands, and Reuben Want (“Plaintiffs”). Plaintiffs are disenrolled members of the Robinson Rancheria (“Defendant” or “Tribe”).
2. Plaintiffs seek relief for Defendant’s: 1) violation of their rights to due process, and 2) breach of contract.
3. Plaintiffs are parties to a housing program designed, funded and supervised by the U.S. Department of Housing and Urban Development (“HUD”).
4. Plaintiffs entered in Mutual Housing Occupancy Agreements (“MHOA”) whereby an Indian Housing Authority would administer a home lease with an option to buy. Initially, HUD contracted with the Northern Circle Indian Housing Authority (NCIHA”), a non-Robinson Rancheria entity.
5. Defendant, a federally recognized Indian Tribe, assumed the rights and responsibilities of the Indian Housing Authority and the MHOAs with Plaintiffs.
6. Defendant breached the MHOAs repeatedly since assuming the contractual responsibility to administer the agreements in compliance with its terms, which include applicable HUD regulations.
7. Defendants then initiated a multi-year plan to unlawfully evict Plaintiffs in contravention of the MHOA terms, which employ landlord tenant law under federal, state or local law.
8. Defendants denied Plaintiffs’ due process as required by the Robinson Rancheria Tribal Court and initiated a federal case asking the court to rally federal marshals to enforce the unlawful eviction issued by the corrupt tribal court. When the federal court insisted upon reviewing the MHOAs and sending the parties to mediation, the Defendant immediately withdrew their complaint.
9. Plaintiffs have lost their homes, seen their possessions thrown into large garbage bins and had their pets killed and discarded.

10. Now virtually homeless and having received no assistance from HUD or the Bureau of Indian Affairs or Congress, the Plaintiffs herein file this action.

### **JURISDICTION AND VENUE**

11. This Court has jurisdiction pursuant to 28 U.S.C. § 1331 in that this action arises under the Constitution and laws of the United States.

12. Venue lies in this District pursuant to 28 U.S.C. § 1391(b)(1) and (2) because the Defendant resides in the District and “. . . a substantial part of the events or omissions giving rise to the claim occurred . . .” in this District.

### **PARTIES**

13. Plaintiffs are Pomo Indians of California. Plaintiffs are former members of the Robinson Rancheria Band of Pomo Indians who own homes on the Rancheria.

14. The Defendant is the Robinson Rancheria Pomo Indians.

### **STATEMENT OF FACTS**

#### **The Robinson Rancheria of Pomo Indians**

15. The Bureau of Indian Affairs (“BIA”) is a sub-agency within the United States Department of Interior and has listed the Robinson Rancheria as a federally recognized Tribe.

16. The Robinson Pomo's reservation is the Robinson Rancheria, which is made up of two sites in Lake County. They are separated by eight miles and together total 113 acres of trust lands.

17. Of the approximately 477 members of the tribe, 153 live on the reservation.

18. The Tribe is governed by a Constitution and a series of Ordinances.

19. The Tribe also operates the Robinson Rancheria Resort and Casino, the Aurora RV Marina and Park, and the Pomo Smoke Shop.

#### **History of the Tribe**

20. On August 18, 1958, Congress enacted the California Rancheria Act, authorizing-but not requiring-the Secretary of the Interior to terminate the trust status of the lands and the status as

Indian of the people of 41 specifically enumerated California Rancherias, including the Robinson Rancheria.

21. Under the California Rancheria Act, termination was to be the result of a process in which the Rancheria Indians of California could decide to accept termination in exchange for free title of Rancheria assets, and the provision of certain improvements and services aimed at providing the soon-to-be-terminated Indians with adequate infrastructure to subsist without treatment as Indians by the federal government.

22. The process for termination under the California Rancheria Act required the Secretary of the Interior, after consultation with the Indians of the Rancheria to be terminated, to prepare a Distribution Plan detailing the measures that would be undertaken to successfully achieve the requirements of the Act.

23. The Tribe proved that the BIA had failed to perform the required tasks according to the Distribution Plan and was restored to federal recognition status through a court decision in the case of *Mabel Duncan, et.al. v. United States of America*, 667 F. 2nd 36 (Ct. Cl. 1981).

#### **The Mutual Help Occupancy Agreements**

24. Despite their disenrollment, the Plaintiffs were and remain parties to a home ownership contract known as a Mutual Help and Occupancy Agreement (“MHOA”) as part of a housing program sponsored by the United States Department of Housing and Urban Development (“HUD”), which provided the Plaintiffs homes on the Rancheria.

25. The MHOAs were initially overseen by a third party contractor, Northern Circle Indian Housing Authority (“NCIHA”). However, on November 29, 2001, NCIHA, conveyed their rights and responsibilities under the MHOAs to the Robinson Rancheria.

26. Although they had a contract intended to convey ownership and had paid on their homes for over 20 years, the Defendant denied them ownership by deed.

27. Years later, the Defendant initiated eviction proceedings; however they denied the Plaintiffs due process as required under the MHOA.

28. Defendant filed a case in federal district court seeking to have federal marshals forcibly remove them. Ultimately, the Defendant used tribal police, with the Lake County Sheriff's deputies as backup, to serve and enforce unlawful Writs of Assistance.

**Defendant Violated Plaintiffs Right to Due Process**

29. The Defendant attempted to establish a tribal court with jurisdiction limited to housing issues in an effort to create the appearance of a fair judicial process.

30. Defendant, through their counsel, employed a tribal court judge that was improperly affiliated with said counsel and took direction from the tribal council.

31. Defendant through the tribal court clerk, counsel and tribal police issued unlawful writs of assistance and enforced them against the Plaintiffs.

32. Defendant ordered Tribal Court clerk to take direction from the Tribal Attorney in signing Writs of Assistance on behalf of the judge.

33. Defendant did not establish an appellate court as required by tribal law, thus denying Plaintiffs of any right of appeal.

**Defendant Repeatedly Breached MHOAs**

34. Defendant breached the MHOA by failing to begin the transfer of title process as agreed.

35. Defendant breached the MHOA by failing to provide an accurate accounting of Plaintiffs' housing payment records.

36. Defendant breached the MHOA by establishing an administrative fee comprised of costs not a part of the MHOA.

37. Defendant failed to maintain compliance with the HUD housing program regulations.

38. Defendant failed to provide an annual evaluation of the Plaintiffs financial status.

39. Defendant failed to have required meetings of homeowners.

40. Defendant failed to provide mandatory counseling required under the contract IF they actually believed the homeowners were in breach.

41. Defendant created its own set of rules to enforce the MHOA rather than follow landlord-

tenant law as required under the MHOA.

**Plaintiffs have repeatedly and consistently Sought Assistance from the Federal Government, but Have Been Denied on Each and Every Occasion.**

42. Plaintiffs have sought assistance before and after the breach of contract and unlawful eviction from the U.S. Department of Housing and Urban Development.

43. Plaintiffs have sought assistance before and after the breach of contract and unlawful eviction from the BIA.

44. Plaintiffs have sought assistance before and after the breach of contract and unlawful eviction from the Department of Justice.

45. Plaintiffs have sought assistance before and after the breach of contract and unlawful eviction from the Department of the Interior, Office of the Inspector General.

46. Plaintiffs received no assistance.

**FIRST CAUSE OF ACTION  
(Violation of Due Process)**

47. The Plaintiffs re-allege paragraphs 1 through 46, and incorporate those paragraphs herein as if set forth in full.

48. Defendant intentionally denied the Plaintiffs due process in violation of the MHOA.

49. Defendant intentionally denied Plaintiffs due process in violation of the Indian Civil Rights Act, 25 USC §1302(8), as incorporated in the MHOA terms.

50. Defendant intentionally denied the Plaintiffs due process in violation of the Tribal Court Ordinance.

51. Defendant intentionally denied the Plaintiffs due process in violation of state landlord-tenant law, as incorporated in the MHOA terms.

WHEREFORE, the Tribe prays for relief as set forth below.

**SECOND CAUSE OF ACTION  
(Breach of Contract)**

52. The Plaintiffs re-allege paragraphs 1 through 46, and incorporate those paragraphs herein as if set forth in full.
53. Defendant failed to have homeowner meetings after assuming responsibility for the MHOA contracts.
54. Defendant failed to initiate settlement procedures as required under the MHOA.
55. Defendant failed to deliver deeds to the Plaintiffs as promised and in accordance with the MHOA.
56. Defendant failed to give Plaintiffs counseling, annual income review and other administrative benefits as required under the MHOA.
57. Defendant initiated eviction procedures in violation of the MHOA.
58. Defendant failed to provide an accounting for Plaintiffs contributed funds.
59. Defendant was unjustly enriched by failing to fairly compensate Plaintiffs for the unlawfully taken homes.

WHEREFORE, the Tribe prays for relief as set forth below.

**PRAYER FOR RELIEF**

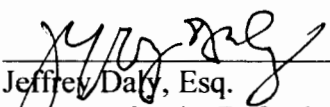
WHEREFORE, the Plaintiff respectfully requests that this Court enter an order:

- A. Directing the Robinson Rancheria Tribal Government to immediately restore the Plaintiffs to their homes or provide the fair market value for same, as chosen by the Plaintiffs; and
- B. Directing the Robinson Rancheria Tribal Government to fully compensate the Plaintiffs for the costs of both the eviction and of property loss a consequence of the same; and
- C. Directing the Robinson Rancheria Tribal Government to forgo any further evictions absent a duly passed resolution of the membership in accordance with Tribal law; and

- D. Awarding the Plaintiffs' attorneys' fees and reasonable expenses incurred in connection with this action; and
- E. Granting such other relief as the court deems just and proper.

Dated: March 29, 2013

FOR PLAINTIFFS ALAN AND CHRISTINA  
HARRISON, ROBERT QUITQUIT, KAREN  
RAMOS, INEZ SANDS, and REUBEN WANT

  
\_\_\_\_\_  
Jeffrey Daly, Esq.  
Attorney for the Defendants