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10 **IN THE UNITED STATES DISTRICT COURT**  
11 **FOR THE DISTRICT OF MONTANA, GREAT FALLS DIVISION**

12 **PARDEEP KUMAR,**

13 **Plaintiffs,**

14 **vs.**

15 **VIOLET SCHILDT and**  
16 **PATRICK W. SCHILDT**  
17 **(a/k/a PATRICK W. SCHILDT,**  
18 **JR.), individually and d/b/a**  
19 **GLACIER WAY C-STORE, LLC,**  
20 **and DARRYL LACOUNTE,**  
21 **Director of Bureau of Indian Affairs**  
22 **for the Department of Interior,**

23 **Defendants,**

Case No.: CV-22-54-GF-BMM

**PLAINTIFFS' VERIFIED  
COMPLAINT FOR:**

- (1) DECLARATORY JUDGMENT;**
- (2) BREACH OF CONTRACT;**
- (3) UNJUST ENRICHMENT/  
CONSTRUCTIVE TRUST**
- (4) REQUEST FOR A PRELIMINARY  
INJUNCTION**
- (5) CONSPIRACY IN RESTRAINT  
OF TRADE IN VIOLATION  
OF 15 USC § 1**

**DEMAND FOR JURY TRIAL**

**PARTIES, JURISDICTION, AND VENUE**

1. Plaintiff Pardeep Kumar is a resident of Browning, Montana.
2. Defendants Violet Schildt and Patrick Schildt (the "Schildts") are individuals who reside in East Glacier, Montana and have conducted

1 business in Browning, Montana under the name “Glacier Way C-Store,  
2 LLC.”

3 3. Defendant, Darryl LaCounte is Director of Bureau of Indian Affairs for  
4 the United States Department of the Interior and is Director of the  
5 Department that must approve a land sale transaction of trust land.  
6 He is named in his official capacity.

7  
8 4. This Court has jurisdiction of this matter under 28 U.S.C. § 1331, §  
9 1360(b), and § 1367(a) and 15 USC § 1 & 3.

10 5. This Court is the proper venue for this action under 28 U.S.C. §  
11 1391(b)(1) and (2) and L.R. 3.2(b).

12 6. This Court is authorized to grant declaratory and injunctive relief  
13 under 28 U.S.C. § 2201 and § 2202, respectively.

14 **FACTS RELEVANT TO ALL COUNTS**

15 7. On March 31, 2020, Plaintiff and the Schildts entered a Contract for  
16 Deed for Plaintiff to purchase real estate, inventory, equipment and  
17 supplies from the Schildts, as described Exhibit A to the Contract for  
18 Deed. True copies of the Contract for Deed and Exhibit A are  
19 submitted with this Complaint as Exhibit 1. Essentially, Plaintiff  
20 agreed to purchase the land, building, and contents on which the  
21 Schildts had operated a convenience store known as the Glacier Way  
22 C Store (the “Subject Property”).  
23

1 8. The Contract for Deed provided that the Schildts would finance the  
2 purchase, for the total amount of \$1,100,000. Plaintiff made the  
3 required down payment of \$50,000, has paid all monthly installments,  
4 and otherwise has complied fully with the Contract for Deed.

5 9. On March 31, 2020, Plaintiff and the Schildts also entered a  
6 Commercial Property Use Agreement (the "Agreement"), pursuant to  
7 which the Schildts assigned the use of the Subject Property to the  
8 Plaintiff for the duration of the Contract for Deed. A true copy of the  
9 Agreement is submitted with this Complaint as Exhibit 2. Plaintiff has  
10 complied with all of his obligations under the Agreement.  
11

12 10. Among other provisions, the Agreement provides that the Schildts  
13 "shall provide for the quiet use and enjoyment by lessee of the subject  
14 property." Ex. 2, Art. VI, ¶ 1.

15 11. On information and belief, the Schildts are enrolled members of the  
16 Blackfeet Nation. The Subject Property is held in trust under the  
17 provisions of the Act of June 18, 1934 (48 Stat. 984) or the Act of June  
18 26, 1936 (49 Stat. 1967).

19 12. Various federal statutes govern sales by Indians of trust land. At a  
20 minimum, a negotiated sale must be approved by the Secretary of the  
21 Interior (the "Secretary") pursuant to 25 U.S.C. § 5134.  
22  
23

1 13.The Contract for Deed contains no reference to federal law governing  
2 the sale of trust lands, and no requirement that the Schildts obtain the  
3 Secretary's approval for the negotiated sale.

4 14. Plaintiff did not enter into the Contract for Deed as the result of a  
5 public auction of the Subject Property.

6 15.The Schildts were represented by counsel in connection with the sale.  
7 Their attorney was, or had been, employed as counsel to the Blackfeet  
8 Nation, and knew or should have known of the federal requirements.

9 16.Plaintiff did not have legal representation in entering into the Contract  
10 for Deed but he did receive a bill from the Schildts' attorney, which he  
11 paid.  
12

13 17.In December 2021, Plaintiff wrote to the Schildts and the attorney who  
14 had represented them in connection with this transaction, requesting  
15 evidence that the Schildts had received approval from the Secretary.  
16

17 18.At the time of the transaction, the Schildts informed the Plaintiff that  
18 the sale complied with Section 3 (Land Acquisition Policies) of the 2019  
19 Blackfeet Land Acquisition Ordinance No. 116 (the "Ordinance"). In  
20 the December 2021 letter, Plaintiff also requested evidence of  
21 compliance with the Ordinance.

22 19.The Schildts did not respond to Plaintiff's letter, in their own right or  
23 through counsel.

1 20. On May 31, 2022, Plaintiff's counsel sent a second letter to the  
2 Schildts. Among other things, this letter again requested evidence of  
3 compliance with to 25 U.S.C. § 5134 and the Ordinance. The letter also  
4 informed the Schildts of Plaintiff's intention to file this action. As of  
5 the date of filing this Complaint, Plaintiff has not received a response  
6 to this letter.

7  
8 21. On May 31, 2022, Plaintiff's counsel also sent a letter to the Bureau of  
9 Indian Affairs ("BIA"), Rocky Mountain Regional Office, enclosing a  
10 copy of the Contract for Deed and requesting that the BIA confirm that  
11 the transaction required the approval of the Secretary and, if so,  
12 determine whether the Secretary approved the transaction. As of the  
13 date of filing this Complaint, Plaintiff has not received a response to  
14 this letter.

15  
16 22. On May 4, 2022, Patrick Schildt and the Blackfeet Tribal Business  
17 Council (the "Council") entered into two Agreement[s] to Sell and  
18 Purchase (the "Sale Agreements"). Together, they provide for the sale  
19 to the Council of the Subject Property.

20 23. In Resolution No. 377-2022, the Council authorized entry into a Sale  
21 Agreement for a total purchase price of \$7,705,600. The corresponding  
22 Sale Agreement provides that the purchase price will "be determined  
23 by the appraisal price and approved by the Indian Trust Property  
Valuation Division, RMR, GPR, Appraisal and Valuation Services

1 Office” of the Department of the Interior. It also provides that the  
2 Council will provide an earnest money deposit of \$700,000, at a time  
3 not specified, in advance of closing. Resolution No. 377-2022 provides  
4 that the earnest money deposit shall be held in escrow pending closing.  
5 True copies of Resolution No. 377-2022 and this Sale Agreement are  
6 submitted with this Complaint as Exhibit 3.

7  
8 24. In Resolution No. 378-2022, the Council authorized entry into a Sale  
9 Agreement for a total purchase price of \$2,246,800. The corresponding  
10 Sale Agreement provides that the purchase price will “be determined  
11 by the appraisal price and approved by the Indian Trust Property  
12 Valuation Division, RMR, GPR, Appraisal and Valuation Services  
13 Office” of the Department of the Interior. It also provides that the  
14 Council will provide an earnest money deposit of \$200,000, at a time  
15 not specified, in advance of closing. Resolution No. 378-2022 provides  
16 that the earnest money deposit shall be held in escrow pending closing.  
17 True copies of Resolution No. 378-2022 and this Sale Agreement are  
18 submitted with this Complaint as Exhibit 4.

19  
20 25. Unlike the Contract for Deed, the Sale Agreements between Mr.  
21 Schildt and the Council refer to requirements of federal law that must  
22 be met prior to closing of the sale to the Council, and refer to the  
23 Subject Property as trust land. *See e.g.*, Ex. 4 and Ex. 5, ¶¶ 3, 7-11.

1 26. If Mr. Schildt proceeds with the sale of the Subject Property to the  
2 Council, the Schildts would be unable to fulfill their obligation under  
3 the Contract for Deed to sell the Subject Property to the Plaintiff.

4 27. On information and belief, the Schildts did not seek or obtain the  
5 approval of the Secretary for their entry into the Contract for Deed  
6 with the Plaintiff.

7 28. The Contract for Deed provides that, “[i]n case of Sellers' failure to  
8 deliver title pursuant hereto, the amount of all payments made by  
9 Purchaser shall be a lien upon said property in favor of Purchaser to  
10 secure the return of said payments to Purchaser, except insofar as there  
11 shall exist a claim against any title insurance.” Contract for Deed, ¶  
12 14.

13  
14 29. Plaintiff has paid \$314,000.00 under the Contract for Deed, including  
15 the down payment of \$50,000 and monthly installments through May  
16 20, 2022.

17  
18 30. Plaintiff has made improvements to the Subject Property, in  
19 anticipation of ownership. He also has purchased inventory located  
20 on the Subject Property. In total, he has paid approximately \$1,200,000  
21 for improvements and inventory. He also anticipates the loss of  
22 profits in the amount of \$ 1 million, as the result of his inability to  
23 operate the store.

1 31. Defendant Violet Schildt has removed \$66,920.02 to date from  
2 Plaintiff's account used for food stamp receipts.

3 32. The federal government has enacted detailed legislation, accompanied  
4 by regulations, to provide for negotiated sales of trust lands. *See, e.g.,*  
5 25 CFR § 152.25. Determination of Plaintiff's and the Schildts'  
6 respective rights under the Contract for Deed requires construction of  
7 these federal statutes and regulations, requiring resolution of a  
8 substantial question of federal law.  
9

10 33. On or about June 2 and 3, 2022, under information and belief,  
11 Defendant Patrick Schildt, his attorney Dawn Gray (who is also the  
12 Blackfeet Tribal Business Council's attorney), and another Blackfeet  
13 Tribal Business Council attorney, Dion Killsback, met at the Blackfeet  
14 Tribal Offices to discuss physically removing Plaintiff from his on-  
15 going business. They discussed shutting down his business and  
16 locking Plaintiff out.  
17

18 34. On June 5, 2022, the the Schildts delivered an unsigned letter to  
19 Plaintiff which purported to be notice of termination of the Agreement  
20 and "immediate eviction" from the Subject Property in the near future.

21 35. On the same date, the the Schildts and other individuals forcibly  
22 removed Plaintiff from the Subject Property, including the portion of  
23 the Subject Property in which Plaintiff resided.



1 36. Plaintiff has living quarters on the second floor of the convenience  
2 store and asked if he could retrieve his belongings. The Schildts  
3 would not let Plaintiff into the property to retrieve his personal  
4 belongings.

5 37. Plaintiff fears that, given the individuals who are assisting the Schildts,  
6 he does not have a remedy in the Blackfeet Tribal court and to file a  
7 claim there would be an exercise in futility.  
8

9 **COUNT I: REQUEST FOR DECLARATORY JUDGMENT**

10 38. Plaintiff repeats and incorporates the allegations of the foregoing  
11 paragraphs.

12 39. 28 U.S.C. § 2201(a) authorizes this Court, “[i]n a case of actual  
13 controversy within its jurisdiction, ... [to] declare the rights and other  
14 legal relations of any interested party seeking such declaration,  
15 whether or not further relief is or could be sought.”  
16

17 40. Mr. Schildts’ intention to sell the Subject Property to the Council gives  
18 rise to an actual controversy between Plaintiff and the Schildts. The  
19 Schildts cannot comply with the Contract for Deed and at the same  
20 time transfer the Subject Property to the Council.

21 41. The Schildts have failed and refused to provide evidence to Plaintiff  
22 of their compliance with 25 U.S.C. § 5134. Plaintiff seeks a declaration  
23 that the Schildts were required to obtain the Secretary’s approval of  
the Contract for Deed.

1 42. Plaintiff seeks a declaration that, absent approval by the Secretary,  
2 the Schildts cannot perform their obligation under the Contract for  
3 Deed to transfer title to the Subject Property to the Plaintiff.

4 43. Plaintiff also seeks supplemental relief in the form of the attorney's  
5 fees necessarily incurred to determine his rights under the Contract for  
6 Deed, pursuant to 28 U.S.C. § 2202 and Mont. Code Ann. § 27-8-313.  
7 Equitable considerations support such an award. The Schildts entered  
8 into the Contract for Deed and have accepted payments made under  
9 it, but have failed and refused to respond to Plaintiff's inquiries  
10 concerning approval of the transaction by the Secretary. Their entry  
11 into the Sale Agreements with the Council, while they remain subject  
12 to contractual obligations to Plaintiff, necessitated the filing of this  
13 action. The declaratory relief sought is necessary to change the status  
14 quo, with Plaintiff making payments to the Schildts under a contract  
15 they likely are precluded from performing, depriving Plaintiff of the  
16 benefit of his bargain.  
17

18  
19 44. Plaintiff seeks a declaration that Plaintiff has a lien on the Subject  
20 Property in the amount of all payments Plaintiff has made to the  
21 Schildts to secure the return of such payments to him, plus interest and  
22 attorney's fees, and that this lien shall attach to the proceeds payable  
23 to the Schildts pursuant to the Sale Agreements.

**COUNT II: BREACH OF CONTRACT**

1 45. Plaintiff repeats and incorporates the allegations of the foregoing  
2 paragraphs.

3 46. The Schildts entry into the Contract for Deed without obtaining the  
4 necessary approval of the Secretary constitutes breach of the Contract  
5 for Deed.

6 47. Mr. Schildts' entry into the Sale Agreements is in breach of their  
7 obligation to deliver title to the Subject Property to Plaintiff pursuant  
8 to the Contract for Deed.

9 48. The determination whether the Schildts have breached the Contract  
10 for Deed requires construction of federal law governing the negotiated  
11 transfer of trust property.  
12

13 49. The Schildts removal of Plaintiff from the Subject Property was in  
14 breach of the quiet use and enjoyment provision of the Agreement.

15 50. Plaintiff has incurred damages as a result of the Schildts breach of  
16 contract, including anticipated lost profits.  
17

18 **COUNT III: UNJUST ENRICHMENT/CONSTRUCTIVE TRUST**

19 51. Plaintiff repeats and incorporates the allegations of the foregoing  
20 paragraphs.

21 52. Plaintiff's payments provided for in the Contract for Deed conferred a  
22 benefit on the Schildts.

23 53. The Schildts received and retained these payments, appreciating the  
benefit conferred on them.

1 54. It would be inequitable to allow the Schildts to retain the payments  
2 under the Contract for Deed, while failing to convey the Subject  
3 Property to the Plaintiff.

4 55. Plaintiff's improvements to the Subject Property also conferred a  
5 benefit on the Schildts. It would be inequitable to allow the Schildts to  
6 retain the benefit of these improvements without compensating  
7 Plaintiff.

8 56. Plaintiff's purchase of inventory also conferred a benefit on the  
9 Schildts ,because the inventory remains in the Subject Property from  
10 they removed Plaintiff.

11 57. The Schildts unjust enrichment justifies the imposition of a  
12 constructive trust on the earnest money deposited by the Council for  
13 disbursement to the Schildts pursuant to the Sale Agreements.  
14

15 **COUNT IV: REQUEST FOR PRELIMINARY INJUNCTION**

16 58. Plaintiff repeats and incorporates the allegations of the foregoing  
17 paragraphs.  
18

19 59. Plaintiff seeks a preliminary injunction to prevent the Schildts from  
20 taking possession of any of the earnest money advanced by the  
21 Council, pending resolution of Plaintiff's claim for imposition of a  
22 constructive trust on such funds.

23 60. Plaintiff is likely to succeed on the merits of his claim for imposition  
of a constructive trust. The Schildts would be unjustly enriched if they

1 were allowed to retain the payments Plaintiff made under the Contract  
2 for Deed, for improvements, and for inventory.

3 61. The Sale Agreements provide that the funds held in escrow will be  
4 credited to the purchase price upon closing. They also provide that  
5 sale proceeds are payable to the Bureau of Indian Affairs, Land Sale,  
6 Patrick W. Schildt Allotment #1418-G.

7  
8 62. Plaintiff is likely to suffer irreparable harm in the absence of  
9 temporary relief. Federal law prohibits the attachment of a lien on  
10 trust lands or the proceeds of the sale of trust lands.

11 63. Imposition of a judicial lien on the Council's earnest money deposits  
12 will ensure Plaintiff's ability to enforce the consensual lien provided  
13 for in the Contract for Deed, and his recovery of the other payments  
14 he has made.

15  
16 64. The balance of equities weighs in favor of the Plaintiff. He entered  
17 into the Contract for Deed in good faith, and has complied with it. He  
18 also has complied with his obligations under the Agreement. The  
19 Schildts, by contrast, have disregarded their obligations under the  
20 Contract for Deed in entering into the Sale Agreements, and have  
21 disregarded their obligation to provide quiet use and enjoyment of the  
22 Subject Property pursuant to the Agreement.

23 65. The requested injunction would be in the public interest. The Schildts  
evidently decided to enter into the Contract for Deed in defiance of

1 federal laws and regulations requiring approval by the Secretary.  
2 Now, it appears that they will attempt to take advantage of their own  
3 failure to seek and obtain the Secretary's approval by entering into Sale  
4 Agreements which implicitly acknowledge federal requirements, for a  
5 price that is nearly 10 times the price specified in the Contract for Deed.

6 **COUNT V. CONSPIRACY IN RESTRAINT OF TRADE IN**  
7 **VIOLATION OF 15 USC § 1**

8 66. Plaintiff repeats and incorporates the allegations of the foregoing  
9 paragraphs.

10 67. Schildts entered into an agreement with their attorney (and the  
11 Blackfeet Tribe's attorney) and another Tribal attorney that amounts  
12 to much more than a business strategy. They met to discuss the  
13 Council's purchase of the Subject Property from Mr. Schildt knowing  
14 that Plaintiff was buying the property. On information and belief  
15 Plaintiff believes the Tribe's attorneys drafted the Sale Agreement and  
16 resolutions.

17  
18 68. Ms. Gray is also Mr. Schildt's sister-in-law.

19 69. On information and belief, neither Ms. Gray or Patrick Schildt told the  
20 Council about Plaintiff's Contract for Deed or the Agreement but  
21 instead claimed he was only managing the place for the Schildts.  
22

23 70. Ms. Gray, Patrick Schildt and the Tribe's legal counsel met and  
conspired to take Plaintiff's business from him by force.

1 71.The individuals named above met on more than one occasion and  
2 discussed their strategy and how they would take Plaintiff's property.

3 72.Their actions resulted in Plaintiff's being unable to obtain help from  
4 anyone on the Blackfeet Reservation to maintain control of his business  
5 or to obtain his personal property and gain access to his home.

6 **PRAYERS FOR RELIEF**

7 Plaintiff prays that this Court grant the following relief:

- 8
- 9 1. A declaratory judgment that the Schildts were required to obtain the  
10 Secretary's approval of the Contract for Deed; that their failure to  
11 obtain approval of the Contract for Deed prevents them from  
12 performing their obligations under the Contract for Deed; and that  
13 Plaintiff has a consensual lien in the amount of all payments Plaintiff  
14 has made to the Schildts under the Contract for Deed and otherwise,  
15 including interest and attorney's fees, which lien shall attach to the  
16 proceeds of the sales contemplated by the Sale Agreements.
- 17
- 18 2. A preliminary injunction to prevent the Schildts from taking  
19 possession of any of the earnest money advanced by the Council  
20 pending resolution of Plaintiff's claims.
- 21
- 22 3. Enjoin the Secretary of Interior through the Bureau of Indian Affairs  
23 Director from effectuating or approving the conveyance of the Subject  
Property under the Sale Agreements until the Plaintiff is made whole.

- 1 4. Damages caused by the Schildts' breach of the Contract for Deed and  
2 the Agreement.
- 3 5. Imposition of a constructive trust on the earnest money deposited for  
4 the benefit of Defendant Patrick Schildt, in the amount of the payments  
5 Plaintiff has made to the Schildts which resulted in their unjust  
6 enrichment.
- 7 6. Supplemental relief in the form of attorneys fees, pursuant to 28 U.S.C.  
8 § 2202 and Mont. Code Ann. § 27-8-313.
- 9 7. Actual damages and Treble damages for violation of 15 USC § 1& 3.
- 10 8. Such other and further relief as the Court may deem just.
- 11
- 12

13 ADDITIONALLY, pursuant to the Federal Rules of Civil Procedure, Rule  
14 38, Plaintiff demands a trial of this matter by jury.

15  
16 Dated: June 08, 2022 MATT LAW OFFICE, PLLC

17  
18 By:     /s/ Terry Matt      
19 Terry T. Matt, Esq.

20  
21  
22  
23



1  
2  
3 **Verification**

4 I, Pardeep Kumar declare as follows:

5 1. I am a Plaintiff in the present case, a citizen of the United States of  
6 America, and a resident of the state of Montana.

7 2. I have a personal knowledge of myself, my activities, and my  
8 intentions, including those set out in the foregoing *Verified Complaint*, and if  
9 called on to testify I would competently testify as to the matters stated  
10 herein.

11 3. I have personal knowledge of Violet Schildt and Patrick W. Schildt  
12 (aka. Patrick W. Schildt, JR) and d/b/a Glacier Way C-Store, LLC, their  
13 activities, and their intentions, including those set out in the foregoing  
14 *Verified Complaint*, and if called on to testify I would competently testify as  
15 to the matters stated herein.

16 4. I verify under penalty of perjury under the laws of the United States  
17 of America that the factual statements in this *Verified Complaint* concerning  
18 myself, my activities, and my intentions are true and correct, as are the  
19 factual statements concerning Violet Schildt & Patrick W. Schildt (aka  
20 Patrick W. Schildt, Jr.) and their intentions. 28 U.S.C. § 1746.  
21

22 Executed on June 8<sup>th</sup>, 2022  
23

/s/ Pardeep Kumar  
Pardeep Kumar