

E-filing

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FILED *Ce*

MAR - 3 2011

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND

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ADR
(S)

6 JULIE AGUILAR ROGADO, (SBN: 203879)
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11 Attorneys for Petitioners,
12 Luwana Quitiquit, Robert Quitiquit,
13 Inez Sands, Karen Ramos, Reuben Want

13 UNITED STATES DISTRICT COURT FOR
14 THE NORTHERN DISTRICT OF CALIFORNIA

ADR

16 Luwana Quitiquit, Robert Quitiquit, Karen
17 Ramos, Inez Sands, Reuben Want,

Case No.:

C11-00983

PJH

18 Petitioners,

19 vs.

**PETITION FOR WRIT OF HABEAS
CORPUS**

20 Robinson Rancheria Citizens Business
21 Council, Tracey Avila, Tribal Chairperson, in
22 her official and individual capacity, Curtis
23 Anderson, Jr., Vice Chairperson, in his official
24 and individual capacity, Stoney Timmons,
25 Tribal Member-at-Large in his official and
26 individual capacity, Nicholas Medina, Tribal
27 Member-at-Large, Michelle Monlo, Tribal
28 Secretary-Treasurer, in her official and
individual capacity, Kim Fernandez, Tribal
Member-at-Large, in her official and
individual capacity,

Respondents.

1 Luwana Quitiquit, Robert Quitiquit, Karen Ramos, Inez Sands, and Reuben Want,
2 Petitioners, in applying for a writ of habeas corpus, allege:

3
4 **I.**

5 **INTRODUCTION**

6 1. Petitioners Luwana Quitiquit, Robert Quitiquit, Karen Ramos, Inez Sands, and
7 Reuben Want (Petitioners) are Native Americans currently residing on the tribal lands of the
8 Robinson Rancheria of Pomo Indians in Nice (Lake County), California. They reside in homes
9 they contracted to purchase through a federally-funded, low-income Indian housing program
10 when they were enrolled members of the Robinson Rancheria Band of Pomo Indians tribe. In
11 late 2008, the officers of the Robinson Rancheria Tribal Business Council (Respondents) passed
12 a Resolution to disenroll Petitioners and extinguish all their rights as tribal members.
13 Subsequently, Respondents established a Tribal Court with jurisdiction to hear only eviction
14 cases brought by Respondents. Respondents retained an attorney to evict Petitioners using the
15 newly-established Tribal Court. These evictions culminated in the issuance of a Judgment by the
16 Tribal Court that, when executed, will effectuate the immediate expulsion of Petitioners from
17 their homes on the reservation and from tribal land under threat of arrest and criminal trespass,
18 effectively banishing them.
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22 2. Respondents' actions violate the Indian Civil Rights Act of 1968, 25 U.S.C. §
23 1302 as their eviction of Petitioners constituted a denial of equal protection, deprivation of both
24 liberty and property without due process and imposition of a grossly disproportionate penalty.
25 Petitioners seek the issuance of a Writ of Habeas Corpus forthwith in accordance with 25 U.S.C.
26 § 1303 and injunctive relief to prevent Respondents from evicting Petitioners from their homes
27 and tribal lands.
28

II.

PARTIES

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3 3. Petitioner Luwana Quitquit is a 67 year-old Native American Pomo whose
4 mother grew up on the "Old" Robinson Rancheria in Lakeport, California. Ms. Quitquit moved
5 to the current Robinson Rancheria, and into her current home, in 1993 and has resided there
6 since. Her mother, younger brother and son are buried on the tribal lands. Since her 2008
7 disenrollment from the tribe, which resulted in loss of tribal per capita (payments paid to all
8 tribal members from general tribal income) and elder assistance, her sole source of income is
9 Supplemental Security Income (SSI). On or around February 28, 2011, a Judgment was issued
10 against Ms. Quitquit ordering her to vacate her home within ten days and barring her from
11 returning to the Robinson Rancheria "without the prior written approval of the Robinson
12 Rancheria Business Council." (Exhibit 1). Furthermore, the judgment states that failure to be in
13 possession of such written authorization to be present on the Rancheria shall be grounds for
14 arrest for criminal trespass. *Id.* The judgment found Ms. Quitquit responsible for \$7,180.01 to
15 be paid to the tribe.
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19 4. Petitioner Robert Quitquit is a 56 year-old Native American Pomo whose mother
20 grew up on the "Old" Robinson Rancheria in Lakeport, California. Mr. Quitquit's mother
21 moved to the home he presently occupies on the current Robinson Rancheria in 1995, and named
22 him as successor-in-interest to the home before her death in 1997. Upon his mother's death, Mr.
23 Quitquit moved into the home and has resided there since. Mr. Quitquit supports himself by
24 making traditional Pomo baskets from materials found on the tribal lands. He earns
25 approximately \$350 per month from selling the baskets he makes. As a result of his 2008
26 disenrollment from the tribe, Mr. Quitquit no longer receives tribal per capita and elder
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1 assistance. On or around February 28, 2011, a Judgment was issued against Mr. Quitquit,
2 ordering him to vacate his home within ten days and barring him from returning to the Robinson
3 Rancheria “without the prior written approval of the Robinson Rancheria Business Council.”
4 (Exhibit 2.) Furthermore, the judgment states that failure to be in possession of such written
5 authorization to be present on the Rancheria shall be grounds for arrest for criminal trespass. *Id.*
6 The judgment found Mr. Quitquit responsible for \$7,911.68 to be paid to the tribe.
7

8 5. Petitioner Karen Ramos is a 56 year-old Native American Pomo whose mother
9 owned a home on the “Old” Robinson Rancheria in Lakeport, California and whose father grew
10 up on the Round Valley Reservation, where Ms. Ramos lived until she was 12 years old. In
11 1988, Ms. Ramos moved into her home on the current Robinson Rancheria with her husband, six
12 daughters, and two sons. Ms. Ramos’ husband works part time, providing the family’s only
13 income since they were disenrolled from the tribe in 2008 and lost their per capita and elder
14 assistance payments. On or around February 28, 2011 a Judgment was issued against Ms.
15 Ramos, ordering her to vacate her home within ten days and barring her from returning to the
16 Robinson Rancheria “without the prior written approval of the Robinson Rancheria Business
17 Council.” (Exhibit 3.) Furthermore, the judgment states that failure to be in possession of such
18 written authorization to be present on the Rancheria shall be grounds for arrest for criminal
19 trespass. *Id.* The judgment found Ms. Ramos responsible for \$9,641 to be paid to the tribe.
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22 6. Petitioner Inez Sands is a 66 year-old Native American Pomo who was raised by
23 her aunt on the “Old” Robinson Rancheria until she was 15 years old. In the late 1980s, she
24 moved to the current Robinson Rancheria where she rented an apartment until 1995 when she
25 moved into her present home. She lives with her three grandchildren, who range in age from 12
26 to 18. Her income is limited to a small widow’s pension and Supplemental Security Income.
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1 Her 2008 disenrollment from the tribe stripped her of the per capita and elder assistance
2 payments she received as a tribal member. On or around February 28, 2011 a Judgment was
3 issued against Ms. Sands, ordering her to vacate her home within ten days and barring her from
4 returning to the Robinson Rancheria “without the prior written approval of the Robinson
5 Rancheria Business Council.” (Exhibit 4.) Furthermore, the judgment states that failure to be in
6 possession of such written authorization to be present on the Rancheria shall be grounds for
7 arrest for criminal trespass. *Id.* The judgment found Ms. Sands responsible for \$6,076.68 to be
8 paid to the tribe.
9

10 7. Petitioner Reuben Want is a 57 year-old Native American Pomo whose mother
11 grew up on the “Old” Robinson Rancheria in Lakeport, California and whose father grew up on
12 the Round Valley Reservation in Mendocino County, California. Mr. Want and his wife moved
13 to his home on the current Robinson Rancheria in 1995 and has resided there since then, with his
14 wife who is 75 years old and has multiple sclerosis. Since his 2008 disenrollment from the tribe,
15 which resulted in the loss of his per capita and elder assistance, he and his wife subsist on a small
16 monthly annuity from her prior employment. On or around February 28, 2011 a Judgment was
17 issued against Mr. Want, ordering him to vacate his home within ten days and barring him from
18 returning to the Robinson Rancheria “without the prior written approval of the Robinson
19 Rancheria Business Council.” (Exhibit 5.) Furthermore, the judgment states that failure to be in
20 possession of such written authorization to be present on the Rancheria shall be grounds for
21 arrest for criminal trespass. *Id.* The judgment found Mr. Want responsible for \$6,875 to be paid
22 to the tribe.
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26 8. Respondents are the Robinson Rancheria Tribal Business Council, the governing
27 body of the Robinson Rancheria of Pomo Indians tribe, and the council’s individual members,
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1 Tracey Avila, Tribal Chairperson, in her official and individual capacity, Curtis Anderson, Jr.,
2 Vice Chairperson, in his official and individual capacity, Stoney Timmons, Tribal Member-at-
3 Large in his official and individual capacity, Nicholas Medina, Tribal Member-at-Large,
4 Michelle Monlo, Tribal Secretary-Treasurer, in her official and individual capacity, Kim
5 Fernandez, Tribal Member-at-Large, in her official and individual capacity. Respondents'
6 actions have caused the detention, or immediate threat of detention, of Petitioners and restraint
7 on their liberty.
8

9 III.

10 JURISDICTION AND VENUE

11 9. This Court has jurisdiction to entertain this petition under 25 U.S.C. § 1303.
12
13 Petitioners allege that their eviction from their homes on the reservation and tribal land is an
14 illegal restraint on their liberty and freedom of movement. Petitioners have exhausted all tribal
15 remedies. Venue is proper in the San Francisco or Oakland Division because this action arose in
16 Lake County.
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18 IV.

19 STATUTORY AND REGULATORY FRAMEWORK

20 10. Indian tribes generally retain sovereignty by way of tribal self-government and
21 over other aspects of their internal affairs. *Brendale v. Confederated Tribes and Bands of*
22 *Yakima Indian Nation*, 492 U.S. 408, 425 (1989). However, the Supreme Court has noted that,
23 “the ‘sovereignty that the Indian tribes retain is of a unique and limited character.’” *Plains*
24 *Commerce Bank v. Long Family Land and Cattle Co.*, 554 U.S. 316, 327 (2008), quoting *United*
25 *States v. Wheeler*, 435 U.S. 313, 322-23 (1978). “It centers on the land held by the tribe and on
26 tribal members within the reservation.” *Id.* Enacted in 1968 and codified at 25 U.S.C. §§ 1302
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1 and 1303, the Indian Civil Rights Act (ICRA) “extends certain basic procedural rights to *anyone*
2 tried in Indian tribal court.” *Oliphant v. Suquamish Indian Tribe*, 435 U.S. 191, 212 (1978)
3 (emphasis in original). The Act provides for the remedy of a writ of habeas corpus to any
4 person, in challenging the legality of his or her detention by order of a tribe. *Id.*; *See Santa*
5 *Clara Pueblo v. Martinez*, 436 U.S. 49, 72 (1978)(A petition for writ of habeas corpus is the
6 remedy established by the United States Congress to challenge a tribal action that violates an
7 individual’s rights under ICRA). Federal courts have jurisdiction to hear a claim for habeas
8 corpus under §1303 if (1) the petitioner is in custody, and (2) the petitioner has first exhausted
9 tribal remedies. *Jeffredo v. Macarro*, 599 F.3d 913, 918 (9th Cir. 2010). For purposes of habeas
10 corpus, a person is in detention or custody when severe restraints are imposed upon a person’s
11 liberty. *Id.*, citing *Hensley v. Municipal Court*, 411 U.S. 345, 351 (1973). Over the years, courts
12 have expanded the scope of the term “custody” to cover circumstances that “fall outside
13 conventional notions of physical custody.” *Edmunds v. Won Bae Chang*, 509 F.2d 39, 40 (9th
14 Cir. 1975). For example, courts have held that permanent banishment constitutes detention. *See*
15 *Poodry v. Tonawanda Band of Seneca Indians*, 85 F.3d 874, 879 (2d Cir. 1996) (finding that the
16 stripping of Petitioners’ tribal membership and imposition of a sentence of “permanent
17 banishment” was sufficiently severe to constitute detention for purposes of § 1303).
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21 V.

22 STATEMENT OF FACTS

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24 11. Petitioners each entered into lease agreements pursuant to the Mutual Help
25 Homeownership Opportunity Program (MHOP), a program of the United States Department of
26 Housing and Urban Development (HUD). Through MHOP, HUD provides direct financial
27 assistance to tribes with the goal of providing low-income individuals and families the
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1 opportunity for homeownership. When Petitioners entered into their lease agreements for their
2 homes, called Mutual Help and Occupancy Agreements (MHOA), the MHOP program was
3 administered by the Northern Circle Indian Housing Authority (NCIHA). NCIHA accesses,
4 constructs and manages housing for member tribes. Under the MHOA, NCIHA was to do
5 regular certifications of the homebuyers, including Petitioners, in order to determine the
6 appropriate amount of the monthly payment due from each homebuyer that was to be calculated
7 based upon the homebuyer's income, plus the administration charge. Initially, Petitioners were
8 assessed an administration charge of \$125 per month, but that charge increased to \$175 during
9 the course of their participation in the program. Under the MHOA, the monthly payment
10 charged in excess of the administration charge was to go towards the homebuyers' purchase of
11 the home.
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14 12. Payments to the NCIHA by HUD were contingent upon their certification that
15 NCIHA complied with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §
16 2000d (2000) *et seq.*; 24 C.F.R. § 1.1-1.10 (1973)), the federal Fair Housing Act (42 U.S.C. §
17 3601 (1968) *et seq.*; 24 C.F.R. § 100.1-100.400 (1989)), and Executive Order 11063 on Equal
18 Opportunity Housing (24 C.F.R. § 107.10-107.65 (1980)).
19

20 13. In 2001, the Robinson Rancheria Band of Pomo Indians (tribe) withdrew from
21 NCIHA and assumed responsibility for administering the MHOP housing. After assuming
22 responsibility, officers of the current tribal council and housing board informed the homebuyers,
23 including Petitioners, that new lease agreements were necessary and that homebuyers should
24 make no further administration fee or equity payments until such time as new agreements were
25 signed. At that time, homebuyers stopped paying the administration fees. The homebuyers were
26 never presented with new lease agreements. Since assuming responsibility of the MHOP
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1 housing, the tribe has been inconsistent about meeting its obligations, and the obligations and
2 rights of homebuyers under the program, particularly with regard to the monthly payment. The
3 tribe did not collect or demand fees for a number of years, and did not do recertifications to
4 determine the amount of the monthly payment.

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6 14. The tribal council members and its officers are elected for two-year terms by
7 members of the tribe via elections held every year. In mid-2008, an election for tribal council
8 chair became particularly contentious. The incumbent, Respondent Tracey Avila, lost the initial
9 election, but was restored to office when the initial election was invalidated through an appeal
10 process. Petitioners were among tribal members who voiced their opposition to the incumbent
11 and their dissatisfaction with the conduct of the election at a tribal general council meeting on or
12 around October 25, 2008.

13
14 15. In November 2008, Respondents commenced disenrollment proceedings against
15 Petitioners, which Petitioners opposed. Petitioners were given a hearing during that process, but
16 Respondents did not permit them to have representation. Respondents disenrolled Petitioners in
17 December 2008 by invalidating a 1982 tribal ordinance that granted them and their ancestors,
18 official tribal member status. Despite the fact Petitioners are all descendants of ethnic Pomo
19 Indians, the disenrollment, which Petitioners appealed through Bureau of Indian Affairs
20 processes, rendered Petitioners non-Indians for legal purposes and extinguished their rights to a
21 variety of tribal benefits including voting rights, per capita payments, elder assistance and other
22 services.
23

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25 16. On or about June 2009, during the time that Petitioners were appealing their
26 disenrollments, Respondents purportedly enacted an ordinance to form a tribal court.
27 Respondents proceeded to give the tribal court jurisdiction to hear only eviction cases brought by
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1 Respondents. The summary procedure adopted in the eviction ordinance did not allow for jury
2 trials and did not provide for appeal from decisions of the tribal court.

3 17. On January 13, 2010, the tribe issued a "Three-Day Notice to Quit" to Petitioners.
4 These termination notices were defective under the tribal court ordinance. The notices stated
5 that Petitioners were in violation of the MHOA, demanded payment of "rent" in arrears and
6 demanded Petitioners vacate and surrender their homes by January 19, 2010. The notices were
7 substantially similar and were only served upon Petitioners, the disenrolled homebuyers. Other
8 homebuyers were in similar alleged breach of the MHOA. However, the tribe only issued
9 notices to disenrolled homebuyers, non-Indians under the law.
10

11 18. In May and June 2010, Respondents brought unlawful detainer (eviction), actions
12 against Petitioners in its newly established eviction court. Petitioners filed answers alleging
13 various defenses based upon defects in the termination notices, failure of the tribe to follow tribal
14 court rules and other legal and equitable defenses, including retaliatory eviction.
15

16 19. Eviction trials for all Petitioners were scheduled for October 4, 5, and 6, 2010.
17 The tribal court did not allow Petitioners to conduct discovery. Petitioners sought to disqualify
18 the judge selected by the tribal court via a for-cause, and, in the alternative, peremptory
19 challenge, but the tribal court denied the motion. The tribal court rules, including the rules of
20 judicial conduct were amended retroactively during the pendency of the actions. Although
21 neither the summary eviction ordinance nor the tribal court rules provided for a motion to
22 exclude evidence regarding defenses raised in answers, the tribe filed a motion in limine to limit
23 the defenses Petitioners planned to assert. The tribal court judge granted Respondents' motion.
24 In sum, Petitioners were not permitted to present evidence or argue any of their affirmative
25 defenses, including retaliation, discrimination, laches, estoppel, or waiver.
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1 20. By granting the motion in limine, the tribal court prevented Petitioners from
2 presenting evidence regarding their reliance on the instruction or practice of not collecting the
3 administration fee, cancellation of the termination notices by acceptance of the administration
4 fee before and after the notices expired, or that Petitioners had been targeted for eviction because
5 of their status as non-Indians under the law. The tribal court also ultimately ruled that it had no
6 jurisdiction to review any violations of the Indian Civil Rights Act.
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8 21. On January 20, 2011, the tribal court issued its Opinion, Decision, and Order on
9 the eviction matters, finding for Respondents. (Exhibit 6.) The tribal court ordered
10 Respondents' counsel to prepare individual proposed findings of facts, conclusions of law, and
11 judgments, which were lodged on or about February 10, 2011. On February 28, 2011, the tribal
12 court adopted the proposed judgments, each of which awarded possession to Respondents,
13 required that Petitioners be removed from their homes and tribal land if they do not vacate within
14 ten days, and banned Petitioners from returning to tribal land without prior, written approval of
15 Respondents, under threat of arrest for criminal trespass. (Exhibits 1-5, 7.) These evictions
16 operate as a significant restraint on Petitioners' liberty, barring them from their homes and tribal
17 lands. In effect, the evictions banished the already disenrolled Petitioners from tribal lands.
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20 VI.

21 CLAIMS

22 22. Respondents' evictions and effective banishment of Petitioners violated the Indian
23 Civil Rights Act (ICRA) 25 U.S.C § 1302.
24

25 **Violations of United States Indian Civil Rights Act** 26 **(25 U.S.C. § 1302)**

27 23. Petitioners incorporate each and every allegation in the preceding paragraphs
28 numbered 1 through 22 as if fully set forth herein.

1 24. By evicting only disenrolled members of the tribe when their conduct under the
2 terms of the alleged leases has been the same as enrolled members, Respondents denied equal
3 protection under the tribal laws to Petitioners in violation of 25 U.S.C. § 1302(8).

4 25. By preventing Petitioners from presenting proper defenses in law and equity in
5 the eviction action, Respondents deprived Petitioners of their liberty and/or property without due
6 process of law in violation of 25 U.S.C. § 1302.

7 26. By amending the tribal court rules retroactively, Respondents deprived Petitioners
8 of their liberty and/or property without due process of law in violation of 25 U.S.C. § 1302.

9 27. By failing to provide for an impartial tribunal and decisionmaker, Respondents
10 deprived Petitioners of their liberty/and or property without due process of law in violation of 25
11 U.S.C. § 1302.

12 28. By applying the tribal court rules in an arbitrary and capricious manner,
13 Respondents deprived Petitioners of their liberty and/or property without due process law in
14 violation of 25 U.S.C. § 1302.

15 29. By disenrolling Petitioners from the tribe, filing eviction actions against them, and
16 preventing Petitioners from presenting proper defenses in law and equity, Respondents deprived
17 Petitioners of their liberty by excluding them from tribal lands in violation of 25 U.S.C. §
18 1302(8).

19 30. The conduct of Respondents alleged herein constituted an unlawful detention of
20 Petitioners.

21 31. By demanding payment of administration fees only from Petitioners, who are
22 legally non-Indians, and obtaining a tribal court judgment for those fees, Respondents imposed
23 the equivalent of excessive bail or fines on Petitioners in violation of 25 U.S.C. § 1302(7).
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1 32. Petitioners have suffered and will continue to suffer irreparable injury unless and
2 until this court enjoins Respondents from continuing unlawful conduct as alleged herein.
3 Petitioners have no plain, speedy, or adequate remedy at law other than the relief requested
4 herein.

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6 **VII.**

7 **PRAYER FOR RELIEF**

8 THEREFORE, Petitioners request that this Court:

9 1. Issue forthwith a writ of habeas corpus commanding Respondents appear, at a time and
10 place to be specified by this Court, so that this Court may further inquire into the lawfulness of
11 Respondents' detention of Petitioners;

12 2. Inquire into the legality and propriety of the detention of Petitioners pursuant to the
13 summary eviction court process and decision, and, if that process or decision is found to violate
14 25 U.S.C.A. §§ 1302 and 1303, discharge Petitioners from the custody of Respondents;

15 3. Grant injunctive relief pending Respondents' appearance before this Court to prevent
16 Respondents from further violation of 25 U.S.C §§ 1302 and 1303 with regard to its eviction of
17 Petitioners;

18 4. Attorney fees and costs; and,

19 5. Grant such other and further relief to which Petitioners may be entitled in this
20 proceeding.
21

22 DATED: March 2, 2011

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24 
25 ANGÉLICA M. MILLÁN,
26 Attorney for Petitioners
27 LEGAL SERVICES OF
28 NORTHERN CALIFORNIA
807 S. Dora St., Ukiah, CA 95482
Tel: (707) 513-1023
Email: amillan@lsnc.net

VERIFICATION

I, Reuben Want, hereby state:

I am one of the Petitioners in the above-entitled action. I have read the foregoing petition and know the contents thereof. I verify under penalty of perjury that the foregoing is true and correct. Executed on March 1, 2011, at Ukiah, California.

Reuben Want
REUBEN WANT

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VERIFICATION

I, Inez Sands, hereby state:

I am one of the Petitioners in the above-entitled action. I have read the foregoing petition and know the contents thereof. I verify under penalty of perjury that the foregoing is true and correct. Executed on March 2nd, 2011, at YKiah, California.

Inez Sands
INEZ SANDS

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VERIFICATION

I, Luwana Quitiquit, hereby state:

I am one of the Petitioners in the above-entitled action. I have read the foregoing petition and know the contents thereof. I verify under penalty of perjury that the foregoing is true and correct. Executed on MARCH 1, 2011, at UKIAH, California.


LUWANA QUITIQUIT

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VERIFICATION

I, Karen Ramos, hereby state:

I am one of the Petitioners in the above-entitled action. I have read the foregoing petition and know the contents thereof. I verify under penalty of perjury that the foregoing is true and correct. Executed on 3-1-11, 2011, at Ukiah, California.

Karen Ramos
KAREN RAMOS

VERIFICATION

I, Robert Quitiquit, hereby state:

I am one of the Petitioners in the above-entitled action. I have read the foregoing petition and know the contents thereof. I verify under penalty of perjury that the foregoing is true and correct. Executed on March 2nd, 2011, at UKiah, California.

Robert Quitiquit
ROBERT QUITIQUIT

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RECEIVED

FEB 10 2011

Robinson Rancheria
Tribal Court

ENDORSED-FILED

FEB 10 2011

CLERK OF THE TRIBAL COURT
ROBINSON RANCHERIA

RECEIVED

FEB 28 2011

Robinson Rancheria
Tribal Court

ENDORSED-FILED

FEB 28 2011

CLERK OF THE TRIBAL COURT
ROBINSON RANCHERIA

ROBINSON RANCHERIA
TRIBAL COURT

ROBINSON RANCHERIA OF POMO
INDIANS OF CALIFORNIA,

Plaintiff,

vs.

L.UWANA QUITQUITAND DOES I-10,

Defendants.

Case No. C-10-06-06-RM

~~(PROPOSED)~~ FINDINGS OF FACT,
CONCLUSIONS OF LAW AND
JUDGMENT

This action was brought by the Robinson Rancheria ("Tribe") pursuant to the Robinson Rancheria Unlawful Detainer Ordinance ("Ordinance"). Trial was held on October 5, 2010. Post trial briefs were submitted by both parties. The Court hereby renders its findings of fact, conclusions of law, and judgment.

FINDINGS OF FACT

1. The Tribe is a federally recognized Indian tribe organized under the provisions of the Indian Reorganization Act, 25 U.S.C. § 476, and governed pursuant to a written Constitution, which designates the Robinson Rancheria Citizens Business Council as the governing body of the Tribe.

2. The Tribe is the beneficial owner of that certain parcel of real property located at 1019 Manzanita Circle, Nice, Lake County, California ("Premises"). Title to the Premises is owned by the United States of America in trust for the Tribe

3. The Robinson Rancheria Housing Department ("RRHD") is a governmental

1 department and an arm of the Tribe.

2 4. Defendant, Luwana Quitquit ("Quitquit"), is in possession of the Premises.

3 5. On or about April 28, 1993, Quitquit entered into a Mutual Help and
4 Occupancy Agreement ("Lease") with the Northern Circle Indian Housing Authority
5 ("NCIHA"), pursuant to the Department of Housing and Urban Development's Mutual Help
6 Homeownership Opportunity Program, in which she agreed to rent the Premises as a 25-year
7 tenancy with an option to purchase the home. Under the Lease, Quitquit was required to pay a
8 monthly administration fee as rent, based on her income, which was due and payable on the
9 first day of each month. **Trial Exhibit 1.**

10 6. On November 29, 2001, NCIHA assigned all of its right, title, and interest in the
11 Lease and the house subject to the Lease to the Tribe. **Trial Exhibit 2.**

12 7. As of June 2009, the monthly administration fee under the terms of the Lease
13 was \$175. **Trial Exhibit 3.**

14 8. Quitquit failed to pay rent as required under the Lease. **Trial Exhibit 10.**

15 9. On or about July 29, 2009, the Tribe caused a notice of delinquency ("Notice of
16 Delinquency") to be sent to Quitquit stating that she owed back rent and that the notice
17 constituted the final demand for payment of all amounts in arrears. The Notice of Delinquency
18 requested that Quitquit meet with officials of the RRHD to create a payment plan to resolve
19 the Lease violations. **Trial Exhibit 4.**

20 10. On August 11, 2009, the Tribe caused Quitquit to be personally served with a
21 Notice of Termination of Mutual Help and Occupancy Agreement ("Notice of Termination")
22 stating that she was in violation of the Lease, that she had failed to respond to or comply with
23 the Notice of Delinquency, and that the Lease would be terminated unless she paid the past rent
24 due and cured the violations of the Lease within ten days or requested a hearing before the
25 RRHD Board of Commissioners. The Notice of Termination stated that the hearing before the
26 RRHD Board of Commissioners would be held "to give [Quitquit] a fair opportunity to
27 present your case and attempt to cure the breach of your MHOA." **Trial Exhibit 6.**

28 11. On August 11, 2009, Quitquit met with RRHD's officials and entered into a

1 payment agreement. **Trial Exhibit 5** The payment agreement stated that if Quitquit failed to
 2 make the payments pursuant to the plan, she would be subject to eviction proceedings.

3 12. Quitquit failed to fulfill her obligations under the payment plan.

4 13. Quitquit did not request a hearing in response to the Notice of Termination.

5 Nevertheless, on August 25, 2009, the RRHD's Board of Commissioners, having given
 6 Quitquit written notice of the time, date, and place of the hearing, held a hearing on the
 7 termination of Quitquit's Lease. Quitquit did not attend the hearing or submit any evidence or
 8 argument in opposition to the termination of the Lease. **Trial Exhibit 7.**

9 14. On January 13, 2010, Quitquit was personally served with a Three (3) Day
 10 Notice to Quit ("Notice to Quit"). The Notice to Quit demanded payment of the unpaid rent
 11 and possession of the Premises. On January 19, 2010, the period stated in the notice expired at
 12 the end of the day. **Trial Exhibit 9.**

13 15. The Notice to Quit was served on Quitquit in January of 2010, within four
 14 months of the date on which the Lease was terminated.

15 16. The Tribe fulfilled all of the notice and opportunity to cure requirements set
 16 forth in the Lease and the Ordinance.

17 17. Quitquit never brought her account current or vacated the Premises.

18 18. As of the date of the trial, Quitquit owed the Tribe \$4180.01 in back rent. **Trial**
 19 **Exhibit 10.**

20 19. The fair rental value of the Premises is \$750 per month, or \$25 per day.

21 20. Any of the foregoing findings of fact deemed be conclusions of law are hereby
 22 incorporated into the Conclusions of Law.

23 **CONCLUSIONS OF LAW**

24 1. The Robinson Rancheria Tribal Court, like the federal courts, is a court of
 25 limited jurisdiction. It only has jurisdiction over those matters that have been delegated to it by
 26 the Tribe. Tribal Court Ordinance, Section 9.5.030(A)(1).

27 2. The Court has jurisdiction to hear complaints for unlawful detainer Ordinance.
 28 see, for example, Recitals, ¶ 2.

1 3. The Court has personal jurisdiction over Quitquit, even though she is no longer
2 a member of the Tribe, because she voluntarily entered into a lease agreement with the Tribe to
3 lease a parcel of the Tribe's reservation trust lands and resides on the Robinson Rancheria.
4 *Montana v United States*, 450 U.S. 544, 565-566 (1981).

5 4. The Court's scope of review with regard to unlawful detainer actions is *de novo*.

6 5. The Ordinance grants the Tribal Court jurisdiction over forcible entry, forcible
7 detainer and unlawful detainer proceedings. The grant of jurisdiction in the Ordinance is
8 limited to the facts and law necessary to establish or refute whether a tenant is guilty of forcible
9 entry, forcible detainer, and unlawful detainer. It is not a general grant of authority for the
10 Court to address any and all claims arising from the rental or occupation of tribal housing.
11 Nothing in the Ordinance grants the Court jurisdiction to review any administrative
12 proceedings related to tribal housing.

13 6. The Court lacks jurisdiction to address Quitquit's defenses based on the Indian
14 Civil Rights Act, 25 U.S.C. § 1301-1303 ("ICRA"), which related to the Housing
15 Commission's administrative proceedings. The ICRA provides no right of private action other
16 than the right to *habeas corpus* in federal court. *Santa Clara Pueblo v. Martinez*, 436 U.S. 49,
17 62 (1978). The Business Council has not granted the Tribal Court jurisdiction to hear claims of
18 violation of the ICRA.

19 7. The Ordinance allows the Tribe to seek both possession of the Premises and
20 payment of unpaid rent through the service of a notice to quit. Ordinance, Section 2.050.
21 Nothing in the Ordinance evidences an intention to require the Tribe to demand either payment
22 of rent or possession. The Notice to Quit provided to Quitquit was adequate notice under the
23 Ordinance.

24 8. The Notice to Quit served by the Tribe on Quitquit, which stated the total
25 amount of delinquent rent due, including delinquent rent dating back more than one year from
26 the date the notice was served, was valid. The Ordinance does not limit the Tribe's right to
27 unpaid rent to one year Ordinance, Section 2.050. The notice was provided within one year of
28 the latest rent coming due, which meets the requirements of the Ordinance.

1 9. Ordinance No. 2009-06-03, "An Ordinance of the Robinson Rancheria Citizens
2 Business Council of the Robinson Rancheria Establishing a Tribal Court," and Ordinance No.
3 2009-06-02, "An Ordinance of the Business Council of the Robinson Rancheria Establishing a
4 Summary Tribal Court Procedure for Obtaining Possession of Trust Lands on the Robinson
5 Rancheria." were duly enacted and govern the disposition of this case.

6 10. Quitquit was properly served with all notices required under the Lease and the
7 Ordinance.

8 11. Quitquit violated the terms of the Lease by repeatedly failing to pay the
9 administration fee required under the Lease, and the time period for making such a payment
10 pursuant to written notice of the delinquency passed without Quitquit making the required
11 payment.

12 12. Quitquit did not vacate the Premises or pay the delinquent rent within the time
13 period required pursuant to the Notice to Quit.

14 13. Quitquit is, therefore, guilty of unlawful detainer. Ordinance, Section 2.050(B).

15 14. Any of the foregoing conclusions of law deemed to be findings of fact are
16 hereby incorporated into the Findings of Fact.

17 **JUDGMENT**

18 Based upon the foregoing Findings of Fact and Conclusions of Law,

19 IT IS ORDERED that the Tribe is entitled to a Judgment against Quitquit awarding the
20 Tribe damages in the amount of \$7180.01(\$4180.01+ \$3000 [4 months since trial x \$750]).

21 IT IS FURTHER ORDERED that the Tribe is entitled to forfeiture of the Lease.

22 IT IS FURTHER ORDERED that Quitquit and anyone else occupying the Premises
23 shall vacate the Premises within 10 days of service of this Judgment upon her. On or after that
24 date, if Quitquit or anyone else occupying the Premises remains in possession of the Premises,
25 she shall be deemed a trespasser and she shall be subject to the following:

26 1. Quitquit and anyone else occupying the Premises shall be removed by
27 personnel of the Robinson Rancheria Tribal Law Enforcement Department or, if deemed
28 appropriate by the Robinson Rancheria Tribal Law Enforcement Department, by federal or

1 local law enforcement personnel;

2 2. Any personal property belonging to Quitquit or anyone else occupying the
3 Premises, including but not limited to, mobile homes, vehicles and personal effects, remaining
4 on the Premises after the date that is ten days after service of this Judgment on Quitquit shall
5 be deemed abandoned and shall be disposed of in accordance with applicable laws. In no
6 instance shall Quitquit or anyone else occupying the Premises possess a right of redemption or
7 any other interest in the property once it is deemed abandoned, except as provided by
8 applicable tribal or federal law;

9 3. For every day Quitquit or anyone else occupying the Premises remains in
10 possession of the Premises after the date that is ten days after service of this Judgment on her,
11 she shall pay to the Clerk of the Court, as rent to the Tribe, \$25 dollars per day until she and
12 anyone else occupying the Premises have either been removed from, or have vacated, the
13 Premises.

14 IT IS FURTHER ORDERED that Quitquit shall not return to the Robinson Rancheria
15 without the prior, written approval of the Robinson Rancheria Business Council. Failure to be
16 in possession of such authorization shall be grounds for arrest by any person with authority to
17 make an arrest under the laws of the United States, the State of California, or the Robinson
18 Rancheria for criminal trespass pursuant to California Penal Code §§602(k) and 602(1), and for
19 contempt of court for violating this Judgment.

20 IT IS FURTHER ORDERED that the Tribe is entitled to its costs incurred in these
21 proceedings.

22 Dated: February ^{25th} 2011

23 
24 **ROBERT MOELLER**, Judge
25 Robinson Rancheria Tribal Court

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RECEIVED

FEB 10 2011 *PMJ*

Robinson Rancheria
Tribal Court

ENDORSED-FILED

FEB 28 2011 *PMJ*

CLERK OF THE TRIBAL COURT
ROBINSON RANCHERIA

ENDORSED-FILED

FEB 10 2011 *PMJ*

CLERK OF THE TRIBAL COURT
ROBINSON RANCHERIA

RECEIVED

FEB 28 2011 *PMJ*

Robinson Rancheria
Tribal Court

ROBINSON RANCHERIA

TRIBAL COURT

ROBINSON RANCHERIA OF POMO
INDIANS OF CALIFORNIA,

Plaintiff,

vs.

ROBERT QUITQUIT AND DOES 1-10,

Defendants.

Case No. C-10-06-07-RM

[Signature]
**[PROPOSED] FINDINGS OF FACT,
CONCLUSIONS OF LAW AND
JUDGMENT**

This action was brought by the Robinson Rancheria ("Tribe") pursuant to the Robinson Rancheria Unlawful Detainer Ordinance ("Ordinance"). Trial was held on October 5, 2010. Post trial briefs were submitted by both parties. The Court hereby renders its findings of fact, conclusions of law, and judgment.

FINDINGS OF FACT

1. The Tribe is a federally recognized Indian tribe organized under the provisions of the Indian Reorganization Act, 25 U.S.C. § 476, and governed pursuant to a written Constitution, which designates the Robinson Rancheria Citizens Business Council as the governing body of the Tribe.

2. The Tribe is the beneficial owner of that certain parcel of real property located at 1017 Manzanita Circle, Nice, Lake County, California ("Premises"). Title to the Premises is owned by the United States of America in trust for the Tribe.

3. The Robinson Rancheria Housing Department ("RRHD") is a governmental

1 department and an arm of the Tribe.

2 4. Defendant, Robert Quitquit ("Quitquit"), is in possession of the Premises.

3 5. On or about April 28, 1993, Marie Quitquit entered into a Mutual Help and
4 Occupancy Agreement ("Lease") with the Northern Circle Indian Housing Authority
5 ("NCIHA"), pursuant to the Department of Housing and Urban Development's Mutual Help
6 Homeownership Opportunity Program, in which she agreed to rent the Premises as a 25 year
7 tenancy with an option to purchase the home. Under the Lease, Marie Quitquit was required to
8 pay a monthly administration fee as rent, based on her income, which was due and payable on
9 the first day of each month. **Trial Exhibit 1.**

10 6. In the Lease, Marie Quitquit named as her successor her son, defendant Robert
11 Quitquit.

12 7. On December 29, 1997, Marie Quitquit died and Quitquit succeeded her as the
13 tenant under the Lease.

14 8. On November 29, 2001, NCIHA assigned all of its right, title, and interest in the
15 Lease and the house subject to the Lease to the Tribe. **Trial Exhibit 2.**

16 9. As of June 2009, the monthly administration fee under the terms of the Lease
17 was \$175. **Trial Exhibit 3.**

18 10. Quitquit failed to pay rent as required under the Lease. **Trial Exhibit 9.**

19 11. On or about July 29, 2009, the Tribe caused a notice of delinquency ("Notice of
20 Delinquency") to be sent to Quitquit stating that he owed back rent and that the notice
21 constituted the final demand for payment of all amounts in arrears. The Notice of Delinquency
22 requested that Quitquit meet with officials of the RRHD to create a payment plan to resolve
23 the Lease violations. **Trial Exhibit 4.**

24 12. Quitquit failed to meet with RRHD's officials and failed to enter into a
25 payment agreement.

26 13. On August 11, 2009, the Tribe caused Quitquit to be personally served with a
27 Notice of Termination of Mutual Help and Occupancy Agreement ("Notice of Termination")
28 stating that he was in violation of the Lease, that he had failed to respond to or comply with the

1 Notice of Delinquency, and that the Lease would be terminated unless he paid the past rent due
2 and cured the violations of the Lease within ten days or requested a hearing before the RRHD
3 Board of Commissioners. The Notice of Termination stated that the hearing before the RRHD
4 Board of Commissioners would be held "to give [Quitquit] a fair opportunity to present your
5 case and attempt to cure the breach of your MHOA." Trial Exhibit 6.

6 14. Quitquit did not request a hearing in response to the Notice of Termination.
7 Nevertheless, on August 25, 2009, the RRHD's Board of Commissioners, having given
8 Quitquit written notice of the time, date, and place of the hearing, held a hearing on the
9 termination of Quitquit's Lease. Quitquit did not attend the hearing or submit any evidence or
10 argument in opposition to the termination of the Lease. Trial Exhibit 7.

11 15. On January 13, 2010, Quitquit was personally served with a Three (3) Day
12 Notice to Quit ("Notice to Quit"). The Notice to Quit demanded payment of the unpaid rent
13 and possession of the Premises. On January 19, 2010, the period stated in the notice expired at
14 the end of the day. Trial Exhibit 8.

15 16. The Notice to Quit was served on Quitquit in January of 2010, within four
16 months of the date on which the Lease was terminated.

17 17. The Tribe fulfilled all of the notice and opportunity to cure requirements set
18 forth in the Lease and the Ordinance.

19 18. Quitquit never brought his account current or vacated the Premises.

20 17. As of the date of the trial, Quitquit owed plaintiff \$4911.68 in back rent. Trial
21 Exhibit 9.

22 19. The fair rental value of the Premises is \$750 per month, or \$25 per day.

23 20. Any of the foregoing findings of fact deemed to be conclusions of law are hereby
24 incorporated into the Conclusions of Law.

25 **CONCLUSIONS OF LAW**

26 1. The Robinson Rancheria Tribal Court, like the federal courts, is a court of
27 limited jurisdiction. It only has jurisdiction over those matters that have been delegated to it by
28 the Tribe. Tribal Court Ordinance, Section 9.5.030(A)(1).

1 2. The Court has jurisdiction to hear complaints for unlawful detainer. Ordinance,
2 see. for example, Recitals, ¶ 2.

3 3. The Court has personal jurisdiction over Quitquit, even though he is no longer a
4 member of the Tribe, because he voluntarily entered into a lease agreement with the Tribe to
5 lease a parcel of the Tribe's reservation trust lands and resides on the Robinson Rancheria.
6 *Montana v United States*, 450 U.S. 544, 565-566 (1981).

7 4. The Court's scope of review with regard to unlawful detainer actions is *de novo*.

8 5. The Ordinance grants the Tribal Court jurisdiction over forcible entry, forcible
9 detrainer and unlawful detainer proceedings. The grant of jurisdiction in the Ordinance is
10 limited to the facts and law necessary to establish or refute whether a tenant is guilty of forcible
11 entry, forcible detainer, and unlawful detainer. It is not a general grant of authority for the
12 Court to address any and all claims arising from the rental or occupation of tribal housing.
13 Nothing in the Ordinance grants the Court jurisdiction to review any administrative
14 proceedings related to tribal housing.

15 6. The Court lacks jurisdiction to address Quitquit's defenses based on the Indian
16 Civil Rights Act, 25 U.S.C. § 1301-1303 ("ICRA"), which related to the Housing Commission
17 administrative proceedings. The ICRA provides no right of private action other than the right
18 to *habeus corpus* in federal court. *Santa Clara Pueblo v. Martinez*, 436 U.S. 49, 62 (1978).
19 The Business Council has not granted the Tribal Court jurisdiction to hear claims of violation
20 of the ICRA.

21 7. The Ordinance allows the Tribe to seek both possession of the Premises and
22 payment of unpaid rent through the service of a notice to quit. Ordinance, Section 2.050.
23 Nothing in the Ordinance evidences an intention to require the Tribe to demand either payment
24 of rent or possession. The Notice to Quit provided to Quitquit was adequate notice under the
25 Ordinance.

26 8 The Notice to Quit served by the Tribe on Quitquit, which stated the total
27 amount of delinquent rent due, including delinquent rent dating back more than one year from
28 the date the notice was served, was valid. The Ordinance does not limit the Tribe's right to

1 unpaid rent to one year. Ordinance. Section 2.050. The notice was provided within one year of
2 the latest rent coming due, which meets the requirements of the Ordinance.

3 9. Ordinance No. 2009-06-03, "An Ordinance of the Robinson Rancheria Citizens
4 Business Council of the Robinson Rancheria Establishing a Tribal Court," and Ordinance No.
5 2009-06-02, "An Ordinance of the Business Council of the Robinson Rancheria Establishing a
6 Summary Tribal Court Procedure for Obtaining Possession of Trust Lands on the Robinson
7 Rancheria," were duly enacted and govern the disposition of this case.

8 10. Quitquit was properly served with all notices required under the Lease and the
9 Unlawful Detainer Ordinance.

10 11. Quitquit violated the terms of the Lease by repeatedly failing to pay the
11 administration fee required under the Lease, and the time period for making such a payment
12 pursuant to written notice of the delinquency passed without Quitquit making the required
13 payment.

14 12. Quitquit did not vacate the Premises or pay the delinquent rent within the time
15 period required pursuant to the Notice to Quit.

16 13. Quitquit is, therefore, guilty of unlawful detainer. Ordinance. Section 2.050(B).

17 14. Any of the foregoing conclusions of law deemed to be findings of fact are
18 hereby incorporated into the Findings of Fact.

19 **JUDGMENT**

20 Based upon the foregoing Findings of Fact and Conclusions of Law,

21 IT IS ORDERED that the Tribe is entitled to a Judgment against Quitquit awarding the
22 Tribe damages in the amount of \$7911.68 (\$4911.68 + \$3000 [4 months since trial x \$750]).

23 IT IS FURTHER ORDERED that the Tribe is entitled to forfeiture of the Lease.

24 IT IS FURTHER ORDERED that Quitquit and anyone else occupying the Premises
25 shall vacate the Premises within 10 days of service of this Judgment upon him. On or after that
26 date, if Quitquit or anyone else occupying the Premises remains in possession of the Premises,
27 he shall be deemed a trespasser and he shall be subject to the following:

28 1. Quitquit and anyone else occupying the Premises shall be removed by

1 personnel of the Robinson Rancheria Tribal Law Enforcement Department or, if deemed
2 appropriate by the Robinson Rancheria Tribal Law Enforcement Department, by federal or
3 local law enforcement personnel;

4 2. Any personal property belonging to Quitquit and anyone else occupying the
5 Premises, including but not limited to, mobile homes, vehicles and personal effects, remaining
6 on the Premises after the date that is ten days after service of this Judgment on Quitquit shall
7 be deemed abandoned and shall be disposed of in accordance with applicable laws. In no
8 instance shall Quitquit or anyone else occupying the Premises possess a right of redemption or
9 any other interest in the property once it is deemed abandoned, except as provided by
10 applicable tribal or federal law;

11 3. For every day Quitquit or anyone else occupying the Premises remains in
12 possession of the Premises after the date that is ten days after service of this Judgment on him,
13 he shall pay to the Clerk of this Court, as rent to the Tribe, \$25 dollars per day until he and
14 anyone else occupying the Premises have either been removed from, or have vacated, the
15 Premises.

16 IT IS FURTHER ORDERED that Quitquit shall not return to the Robinson Rancheria
17 without the prior, written approval of the Robinson Rancheria Business Council. Failure to be
18 in possession of such authorization shall be grounds for arrest by any person with authority to
19 make an arrest under the laws of United States, the State of California, or the Robinson
20 Rancheria for criminal trespass pursuant to California Penal Code §§602(k) and 602(1), and for
21 contempt of court for violating this Judgment.

22 IT IS FURTHER ORDERED that the Tribe is entitled to its costs incurred in these
23 proceedings.

24 Dated: February 25th, 2011

25 
26 ROBERT MOELLER, Judge
27 Robinson Rancheria Tribal Court
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RECEIVED

FEB 10 2011

Robinson Rancheria
Tribal Court

ENDORSED-FILED

FEB 10 2011

CLERK OF THE TRIBAL COURT
ROBINSON RANCHERIA

ENDORSED-FILED

FEB 28 2011

CLERK OF THE TRIBAL COURT
ROBINSON RANCHERIA

ROBINSON RANCHERIA
TRIBAL COURT

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Robinson Rancheria
Tribal Court

ROBINSON RANCHERIA OF POMO
INDIANS OF CALIFORNIA,

Plaintiff,

vs.

KAREN RAMOS, AND DOES 1-10.

Defendants.

Case No. C-10-05-03-RM

~~PROPOSED~~ FINDINGS OF FACT,
CONCLUSIONS OF LAW AND
JUDGMENT

This action was brought by the Robinson Rancheria ("Tribe") pursuant to the Robinson Rancheria Unlawful Detainer Ordinance ("Ordinance"). Trial was held on October 6, 2010. Post trial briefs were submitted by both parties. The Court hereby renders its findings of fact, conclusions of law, and judgment.

FINDINGS OF FACT

1. The Tribe is a federally recognized Indian tribe organized under the provisions of the Indian Reorganization Act, 25 U.S.C. § 476, and governed pursuant to a written Constitution, which designates the Robinson Rancheria Citizens Business Council as the governing body of the Tribe.

2. The Tribe is the beneficial owner of that certain parcel of real property located at 1001 Redbud Trail, Nice, Lake County, California ("Premises"). Title to the Premises is owned by the United States of America in trust for the Tribe.

3. The Robinson Rancheria Housing Department ("RRHD") is a governmental

NOTED: [Proposed] Findings of Fact, Conclusions of Law and Judgment
Case: 10-05-03-RM
February 28, 2011

[PROPOSED] FINDINGS OF FACT,
CONCLUSIONS OF LAW AND
JUDGMENT

1 department and an arm of the Tribe.

2 4. Defendant, Karen Ramos ("Ramos"), is in possession of the Premises.

3 5. On or about December, 1997, Ramos entered into a Mutual Help and
4 Occupancy Agreement ("Lease") with the Northern Circle Indian Housing Authority
5 ("NCIHA"), pursuant to the Department of Housing and Urban Development's Mutual Help
6 Homownership Opportunity Program, in which she agreed to rent the Premises as a 25-year
7 tenancy with an option to purchase the home. Under the Lease, Ramos was required to pay a
8 monthly administration fee as rent, based on her income, which was due and payable on the
9 first day of each month. **Trial Exhibit 1.**

10 6. On November 29, 2001, NCIHA assigned all of its right, title, and interest in the
11 Lease and the house subject to the Lease to the Tribe. **Trial Exhibit 2.**

12 7. As of June 2009, the monthly administration fee under the terms of the Lease
13 was \$175. **Trial Exhibit 3.**

14 8. Ramos failed to pay rent as required under the Lease. **Trial Exhibit 8.**

15 9. On or about July 29, 2009, the Tribe caused a notice of delinquency ("Notice of
16 Delinquency") to be sent to Ramos stating that she owed back rent and that the notice
17 constituted the final demand for payment of all amounts in arrears. The Notice of Delinquency
18 requested that Ramos meet with officials of the RRHD to create a payment plan to resolve the
19 Lease violations. **Trial Exhibit 4.**

20 10. Ramos failed to meet with RRHD's officials and failed to enter into a payment
21 agreement.

22 11. On August 11, 2009, the Tribe caused Ramos to be personally served with a
23 Notice of Termination of Mutual Help and Occupancy Agreement ("Notice of Termination")
24 stating that she was in violation of the Lease, that she had failed to respond to or comply with
25 the Notice of Delinquency, and that the Lease would be terminated unless she paid the past rent
26 due and cured the violations of the Lease within ten days or requested a hearing before the
27 RRHD Board of Commissioners. The Notice of Termination stated that the hearing before the
28 RRHD Board of Commissioners would be held "to give [Ramos] a fair opportunity to present

1 your case and attempt to cure the breach of your MIIOA.” Trial Exhibit 5.

2 12. Ramos did not request a hearing in response to the Notice of Termination.
3 Nevertheless, on August 25, 2009, the RRHD’s Board of Commissioners, having given Ramos
4 written notice of the time, date, and place of the hearing, held a hearing on the termination of
5 Ramos’s Lease. Ramos did not attend the hearing or submit any evidence or argument in
6 opposition to the termination of the Lease. Trial Exhibit 6.

7 13. On January 13, 2010, Ramos was personally served with a Three (3) Day Notice
8 to Quit (“Notice to Quit”). The Notice to Quit demanded payment of the unpaid rent and
9 possession of the Premises. On January 19, 2010, the period stated in the notice expired at the
10 end of the day. Trial Exhibit 7.

11 14. The Notice to Quit was served on Ramos in January of 2010, within four
12 months of the date on which the Lease was terminated.

13 15. The Tribe fulfilled all of the notice and opportunity to cure requirements set
14 forth in the Lease and the Ordinance.

15 16. Ramos never brought her account current or vacated the Premises.

16 17. As of the date of the trial, Ramos owed the Tribe \$6641.00 in back rent. Trial
17 Exhibit 8.

18 18. The fair rental value of the Premises is \$750 per month, or \$25 per day.

19 19. Any of the foregoing finds of fact deemed be conclusions of law are hereby
20 incorporated into the Conclusions of Law.

21 **CONCLUSIONS OF LAW**

22 1. The Robinson Rancheria Tribal Court, like the federal courts, is a court of
23 limited jurisdiction. It only has jurisdiction over those matters that have been delegated to it by
24 the Tribe. Ordinance, Section 9.5.030(A)(1).

25 2. The Court has jurisdiction to hear complaints for unlawful detainer. Ordinance
26 sec, for example, Recitals, ¶ 2.

27 3. The Court has personal jurisdiction over Ramos, even though she is no longer a
28 member of the Tribe, because she voluntarily entered into a lease agreement with the Tribe to

1 lease a parcel of the Tribe's reservation trust lands and resides on the Robinson Rancheria.

2 *Montana v United States*, 450 U.S. 544, 565-566 (1981).

3 4. The Court's scope of review with regard to unlawful detainer actions is *de novo*.

4 5. The Ordinance grants the Tribal Court jurisdiction over forcible entry, forcible
5 detainer and unlawful detainer proceedings. The grant of jurisdiction in the Ordinance is
6 limited to the facts and law necessary to establish or refute whether a tenant is guilty of forcible
7 entry, forcible detainer, and unlawful detainer. It is not a general grant of authority for the
8 Court to address any and all claims arising from the rental or occupation of tribal housing.
9 Nothing in the Ordinance grants the Court jurisdiction to review any administrative
10 proceedings related to tribal housing.

11 6. The Court lacks jurisdiction to address Ramos' defenses based on the Indian
12 Civil Rights Act, 25 U.S.C. § 1301-1303 ("ICRA"), which related to the Housing
13 Commission's administrative proceedings. The ICRA, provides no right of private action other
14 than the right to *habeas corpus* in federal court. *Santa Clara Pueblo v. Martinez*, 436 U.S. 49,
15 62 (1978). The Business Council has not granted the Tribal Court jurisdiction to hear claims of
16 violation of the ICRA.

17 7. The Ordinance allows the Tribe to seek both possession of the Premises and
18 payment of unpaid rent through the service of a notice to quit. Ordinance, Section 2.050.
19 Nothing in the Ordinance evidences an intention to require the Tribe to demand either payment
20 of rent or possession. The Notice to Quit provided to Ramos was adequate notice under the
21 Ordinance.

22 8. The Notice to Quit served by the Tribe on Ramos, which stated the total amount
23 of delinquent rent due, including delinquent rent dating back more than one year from the date
24 the notice was served, was valid. The Ordinance does not limit the Tribe's right to unpaid rent
25 to one year. Ordinance, Section 2.050. The notice was provided within one year of the latest
26 rent coming due, which meets the requirements of the Ordinance.

27 9. Ordinance No. 2009-06-03, "An Ordinance of the Robinson Rancheria Citizens
28 Business Council of the Robinson Rancheria Establishing a Tribal Court," and Ordinance No.

1 2009-06-02, "An Ordinance of the Business Council of the Robinson Rancheria Establishing a
2 Summary Tribal Court Procedure for Obtaining Possession of Trust Lands on the Robinson
3 Rancheria," were duly enacted and govern the disposition of this case.

4 10. Ramos was properly served with all notices required under the Lease and the
5 Ordinance.

6 11. Ramos violated the terms of the Lease by repeatedly failing to pay the
7 administration fee required under the Lease, and the time period for making such a payment
8 pursuant to written notice of the delinquency passed without Ramos making the required
9 payment.

10 12. Ramos did not vacate the Premises or pay the delinquent rent within the time
11 period required pursuant to the Notice to Quit.

12 13. Ramos is, therefore, guilty of unlawful detainer. Ordinance, Section 2.050(B).

13 14. Any of the foregoing conclusions of law deemed to be findings of fact are
14 hereby incorporated into the Findings of Fact.

15 **JUDGMENT**

16 Based upon the foregoing Findings of Fact and Conclusions of Law,

17 IT IS ORDERED that the Tribe is entitled to a Judgment against Ramos awarding the
18 Tribe damages in the amount of \$9641.00 (\$6,641 + \$3000 [4 months since trial x \$750]).

19 IT IS FURTHER ORDERED that the Tribe is entitled to forfeiture of the Lease.

20 IT IS FURTHER ORDERED that Ramos and anyone else occupying the Premises shall
21 vacate the Premises within 10 days of service of this Judgment upon her. On or after that date,
22 if Ramos remains in possession of the Premises, she shall be deemed a trespasser and she shall
23 be subject to the following:

24 1. Ramos and anyone else occupying the Premises shall be removed by personnel
25 of the Robinson Rancheria Tribal Law Enforcement Department or, if deemed appropriate by
26 the Robinson Rancheria Tribal Law Enforcement Department, by federal or local law
27 enforcement personnel;

28 2. Any personal property belonging to Ramos or anyone else occupying the

1 Premises, including but not limited to, mobile homes, vehicles and personal effects, remaining
2 on the Premises after the date that is ten days after service of this Judgment on Ramos shall be
3 deemed abandoned and shall be disposed of in accordance with applicable laws. In no instance
4 shall Ramos or anyone else occupying the Premises possess a right of redemption or any other
5 interest in the property once it is deemed abandoned, except as provided by applicable tribal or
6 federal law;

7 3. For every day Ramos or anyone else occupying the Premises remains in
8 possession of the Premises after the date that is ten days after service of this Judgment on her,
9 she shall pay to the Clerk of the Court, as rent to the Tribe, \$25 dollars per day until she and
10 anyone else occupying the Premises have either been removed from, or have vacated, the
11 Premises.

12 IT IS FURTHER ORDERED that Ramos shall not return to the Robinson Rancheria
13 without the prior, written approval of the Robinson Rancheria Business Council. Failure to be
14 in possession of such authorization shall be grounds for arrest by any person with authority to
15 make an arrest under the laws of the United States, the State of California, or the Robinson
16 Rancheria for criminal trespass pursuant to California Penal Code §§602(k) and 602(1), and for
17 contempt of court for violating this Judgment.

18 IT IS FURTHER ORDERED that the Tribe is entitled to its costs incurred in these
19 proceedings.

20 Dated: February 25th, 2011


ROBERT MOELLER, Judge
Robinson Rancheria Tribal Court

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Robinson Rancheria
Tribal Court

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CLERK OF THE TRIBAL COURT
ROBINSON RANCHERIA

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TRIBAL COURT

Robinson Rancheria
Tribal Court

ROBINSON RANCHERIA OF POMO
INDIANS OF CALIFORNIA,

Case No. C-10-05-05-RM

Plaintiff,

[Signature]
[PROPOSED] FINDINGS OF FACT,
CONCLUSIONS OF LAW AND
JUDGMENT

vs.

INEZ SANDS AND DOES 1-10.

Defendants.

This action was brought by the Robinson Rancheria ("Tribe") pursuant to the Robinson Rancheria Unlawful Detainer Ordinance ("Ordinance"). Trial was held on October 4, 2010. Post trial briefs were submitted by both parties. The Court hereby renders its findings of fact, conclusions of law, and judgment.

FINDINGS OF FACT

1. The Tribe is a federally recognized Indian tribe organized under the provisions of the Indian Reorganization Act, 25 U.S.C. § 476, and governed pursuant to a written Constitution, which designates the Robinson Rancheria Citizens Business Council as the governing body of the Tribe.

2. The Tribe is the beneficial owner of that certain parcel of real property located at 1007 Manzanita Circle, Nice, Lake County, California ("Premises"). Title to the Premises is owned by the United States of America in trust for the Tribe.

3. The Robinson Rancheria Housing Department ("RRHD") is a governmental

1 department and an arm of the Tribe.

2 4. Defendant, Inez Sands ("Sands"), is in possession of the Premises.

3 5. On or about May 11, 1995, Sands entered into a Mutual Help and Occupancy
4 Agreement ("Lease") with the Northern Circle Indian Housing Authority ("NCIHA"), pursuant
5 to the Department of Housing and Urban Development's Mutual Help Homeownership
6 Opportunity Program, in which she agreed to rent the Premises as a 25-year tenancy with an
7 option to purchase the home. Under the Lease, Sands was required to pay a monthly
8 administration fee as rent, based on her income, which was due and payable on the first day of
9 each month. **Trial Exhibit 1.**

10 6. On November 29, 2001, NCIHA assigned all of its right, title, and interest in the
11 Lease and the house subject to the Lease to the Tribe. **Trial Exhibit 2.**

12 7. As of June 2009, the monthly administration fee under the terms of the Lease
13 was \$175. **Trial Exhibit 3.**

14 8. Sands failed to pay rent as required under the Lease. **Trial Exhibit 8.**

15 9. On or about July 29, 2009, the Tribe caused a notice of delinquency ("Notice of
16 Delinquency") to be sent to Sands stating that she owed back rent and that the notice
17 constituted the final demand for payment of all amounts in arrears. The Notice of Delinquency
18 requested that Sands meet with officials of the RRHD to create a payment plan to resolve the
19 Lease violations. **Trial Exhibit 4.**

20 10. Sands failed to meet with RRHD's officials and failed to enter into a payment
21 agreement.

22 11. On August 11, 2009, the Tribe caused Sands to be personally served with a
23 Notice of Termination of Mutual Help and Occupancy Agreement ("Notice of Termination")
24 stating that she was in violation of the Lease, that she had failed to respond to or comply with
25 the Notice of Delinquency, and that the Lease would be terminated unless she paid the past rent
26 due and cured the violations of the Lease within ten days or requested a hearing before the
27 RRHD Board of Commissioners. The Notice of Termination stated that the hearing before the
28 RRIID Board of Commissioners would be held "to give [Sands] a fair opportunity to present

1 your case and attempt to cure the breach of your MIIOA." **Trial Exhibit 5.**

2 12. Sands did not request a hearing in response to the Notice of Termination.
3 Nevertheless, on August 25, 2009, the RRHD's Board of Commissioners, having given Sands
4 written notice of the time, date, and place of the hearing, held a hearing on the termination of
5 Sands's Lease. Sands did not attend the hearing or submit any evidence or argument in
6 opposition to the termination of the Lease. **Trial Exhibit 6.**

7 13. On January 13, 2010, Sands was personally served with a Three (3) Day Notice
8 to Quit ("Notice to Quit"). The Notice to Quit demanded payment of the unpaid rent and
9 possession of the Premises. On January 19, 2010, the period stated in the notice expired at the
10 end of the day. **Trial Exhibit 7.**

11 14. The Notice to Quit was served on Sands in January of 2010, within four months
12 of the date on which the Lease was terminated.

13 15. The Tribe fulfilled all of the notice and opportunity to cure requirements set
14 forth in the Lease and the Ordinance.

15 16 Sands never brought her account current or vacated the Premises.

16 17. As of the date of the trial, Sands owed th Tribe \$3076.68 in back rent. **Trial**
17 **Exhibit 8.**

18 18. The fair rental value of the Premises is \$750 per month, or \$25 per day.

19 19. Any of the foregoing findings of fact deemed be conclusions of law are hereby
20 incorporated into the Conclusions of Law.

21 **CONCLUSIONS OF LAW**

22 1. The Robinson Rancheria Tribal Court, like the federal courts, is a court of
23 limited jurisdiction. It only has jurisdiction over those matters that have been delegated to it by
24 the Tribe. Tribal Court Ordinance, Section 9.5.030(A)(1).

25 2. The Court has jurisdiction to hear complaints for unlawful detainer. Ordinance.
26 see, for example, Recitals, ¶ 2.

27 3. The Court has personal jurisdiction over Sands, even though she is no longer a
28 member of the Tribe, because she voluntarily entered into a lease agreement with the Tribe to

1 lease a parcel of the Tribe's reservation trust lands and resides on the Robinson Rancheria.
 2 *Montana v United States*, 450 U.S. 544, 565-566 (1981).

3 4. The Court's scope of review with regard to unlawful detainer actions is *de novo*.

4 5. The Ordinance grants the Tribal Court jurisdiction over forcible entry, forcible
 5 detainer and unlawful detainer proceedings. The grant of jurisdiction in the Ordinance is
 6 limited to the facts and law necessary to establish or refute whether a tenant is guilty of forcible
 7 entry, forcible detainer, and unlawful detainer. It is not a general grant of authority for this
 8 Court to address any and all claims arising from the rental or occupation of tribal housing.
 9 Nothing in the Ordinance grants the Court jurisdiction to review any administrative
 10 proceedings related to tribal housing.

11 6. This Court lacks jurisdiction to address Sands' defenses based on the Indian
 12 Civil Rights Act, 25 U.S.C. § 1301-1303 ("ICRA"), which related to the Housing Commission
 13 administrative proceedings. The ICRA provides no right of private action other than the right
 14 to *habeas corpus* in federal court. *Santa Clara Pueblo v. Martinez*, 436 U.S. 49, 62 (1978).
 15 The Business Council has not granted the Tribal Court jurisdiction to hear claims of violation
 16 of the ICRA.

17 7. The Ordinance allows the Tribe to seek both possession of the Premises and
 18 payment of unpaid rent through the service of a notice to quit. Ordinance, Section 2.050.
 19 Nothing in the Ordinance evidences an intention to require the Tribe to demand either payment
 20 of rent or possession. The Notice to Quit provided to Sands was adequate notice under the
 21 Ordinance.

22 8. The Notice to Quit served by the Tribe on Sands, which stated the total amount
 23 of delinquent rent due, including delinquent rent dating back more than one year from the date
 24 the notice was served, was valid. The Ordinance does not limit the Tribe's right to unpaid rent
 25 to one year. Ordinance, Section 2.050. The notice was provided within one year of the latest
 26 rent coming due, which meets the requirements of the Ordinance.

27 9. Ordinance No. 2009-06-03, "An Ordinance of the Robinson Rancheria Citizens
 28 Business Council of the Robinson Rancheria Establishing a Tribal Court," and Ordinance No

1 2009-06-02, "An Ordinance of the Business Council of the Robinson Rancheria Establishing a
2 Summary Tribal Court Procedure for Obtaining Possession of Trust Lands on the Robinson
3 Rancheria," were duly enacted and govern the disposition of this case.

4 10. Sands was properly served with all notices required under the Lease and the
5 Ordinance.

6 11. Sands violated the terms of the Lease by repeatedly failing to pay the
7 administration fee required under the Lease, and the time period for making such a payment
8 pursuant to written notice of the delinquency passed without Sands making the required
9 payment.

10 12. Sands did not vacate the Premises or pay the delinquent rent within the time
11 period required pursuant to the Notice to Quit.

12 13. Sands is, therefore, guilty of unlawful detainer. Ordinance. Section 2.050(B).

13 14. Any of the foregoing conclusions of law deemed to be Findings of Fact are
14 hereby incorporated into the Findings of Fact.

15 **JUDGMENT**

16 Based upon the foregoing Findings of Fact and Conclusions of Law,

17 IT IS ORDERED that the Tribe is entitled to a Judgment against Sands awarding the
18 Tribe damages in the amount of \$6076.68 (\$3076.68 + \$3000 [4 months since trial x \$750]).

19 IT IS FURTHER ORDERED that the Tribe is entitled to forfeiture of the Lease.

20 IT IS FURTHER ORDERED that Sands and anyone else occupying the Premises shall
21 vacate the Premises within 10 days of service of this Judgment upon her. On or after that date,
22 if Sands or anyone else occupying the Premises remains in possession of the Premises, she
23 shall be deemed a trespasser and she shall be subject to the following:

24 1. Sands and anyone else occupying the Premises shall be removed by personnel of
25 the Robinson Rancheria Tribal Law Enforcement Department or, if deemed appropriate by the
26 Robinson Rancheria Tribal Law Enforcement Department, by federal or local law enforcement
27 personnel;

28 2. Any personal property belonging to Sands or anyone else occupying the

1 Premises, including but not limited to, mobile homes, vehicles and personal effects, remaining
 2 on the Premises after the date that is ten days after service of this Judgment on Sands shall be
 3 deemed abandoned and shall be disposed of in accordance with applicable laws. In no instance
 4 shall Sands or anyone else occupying the Premises possess a right of redemption or any other
 5 interest in the property once it is deemed abandoned, except as provided by applicable tribal or
 6 federal law;

7 3. For every day Sands or anyone else occupying the Premises remains in
 8 possession of the Premises after the date that is ten days after service of this Judgment on her,
 9 she shall pay to the Clerk of this Court, as rent to the Tribe, \$25 dollars per day until she and
 10 anyone else occupying the Premises have either been removed from, or have vacated, the
 11 Premises.

12 IT IS FURTHER ORDERED that Sands shall not return to the Robinson Rancheria
 13 without the prior, written approval of the Robinson Rancheria Business Council. Failure to be
 14 in possession of such authorization shall be grounds for arrest by any person with authority to
 15 make an arrest under the laws of United States, the State of California, or the Robinson
 16 Rancheria for criminal trespass pursuant to California Penal Code §§602(k) and 602(1), and for
 17 contempt of court for violating this Judgment.

18 IT IS FURTHER ORDERED that the Tribe is entitled to its costs incurred in these
 19 proceedings.

20 Dated: February 13, 2011

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 22 ROBERT MOELLER, Judge
 23 Robinson Rancheria Tribal Court
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Robinson Rancheria
Tribal Court

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CLERK OF THE TRIBAL COURT
ROBINSON RANCHERIA

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CLERK OF THE TRIBAL COURT
ROBINSON RANCHERIA

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Robinson Rancheria
Tribal Court

**ROBINSON RANCHERIA
TRIBAL COURT**

ROBINSON RANCHERIA OF POMO
INDIANS OF CALIFORNIA,

Plaintiff,
vs.

REUBEN WANT AND DOES 1-10,
Defendants.

Case No. C-10-05-02-RM

[Signature]
**[PROPOSED] FINDINGS OF FACT,
CONCLUSIONS OF LAW AND
JUDGMENT**

This action was brought by the Robinson Rancheria ("Tribe") pursuant to the Robinson Rancheria Unlawful Detainer Ordinance ("Ordinance"). Trial was held on October 4, 2010. Post trial briefs were submitted by both parties. The Court hereby renders its findings of fact, conclusions of law, and judgment.

FINDINGS OF FACT

1. The Tribe is a federally recognized Indian tribe organized under the provisions of the Indian Reorganization Act, 25 U.S.C. § 476, and governed pursuant to a written Constitution, which designates the Robinson Rancheria Citizens Business Council as the governing body of the Tribe.

2. The Tribe is the beneficial owner of that certain parcel of real property located at 1013 Manzanita Circle, Nice, Lake County, California ("Premises"). Title to the Premises is owned by the United States of America in trust for the Tribe.

3. The Robinson Rancheria Housing Department ("RRHD") is a governmental

1 department and an arm of the Tribe.

2 4. Defendant, Reuben Want ("Want"), is in possession of the Premises.

3 5. On or about October 13, 1995, Want entered into a Mutual Help and Occupancy
4 Agreement ("Lease") with the Northern Circle Indian Housing Authority ("NCIIA"), pursuant
5 to the Department of Housing and Urban Development's Mutual Help Homeownership
6 Opportunity Program, in which he agreed to rent the Premises as a 25-year tenancy with an
7 option to purchase the home. Under the Lease, Want was required to pay a monthly
8 administration fee as rent, based on his income, which was due and payable on the first day of
9 each month. **Trial Exhibit 2.**

10 6. On November 29, 2001, NCIIA assigned all of its right, title, and interest in the
11 Lease and the house subject to the Lease to the Tribe. **Trial Exhibit 4.**

12 7. As of June 2009, the monthly administration fee under the terms of the Lease
13 was \$175. **Trial Exhibit 3.**

14 8. Want failed to pay rent as required under the Lease. **Trial Exhibit 11.**

15 9. On or about July 29, 2009, the Tribe caused a notice of delinquency ("Notice of
16 Delinquency") to be sent to Want stating that he owed back rent and that the notice constituted
17 the final demand for payment of all amounts in arrears. The Notice of Delinquency requested
18 that Want meet with officials of the RRHD to create a payment plan to resolve the Lease
19 violations. **Trial Exhibit 5.**

20 10. Want failed to meet with RRHD's officials and failed to enter into a payment
21 agreement.

22 11. On August 11, 2009, the Tribe caused Want to be personally served with a
23 Notice of Termination of Mutual Help and Occupancy Agreement ("Notice of Termination")
24 stating that he was in violation of the Lease, that he had failed to respond to or comply with the
25 Notice of Delinquency, and that the Lease would be terminated unless he paid the past rent due
26 and cured the violations of the Lease within ten days or requested a hearing before the RRHD
27 Board of Commissioners. The Notice of Termination stated that the hearing before the RRHD
28 Board of Commissioners would be held "to give [Want] a fair opportunity to present your case

1 and attempt to cure the breach of your MHOA.” **Trial Exhibit 6.**

2 12. Want did not request a hearing in response to the Notice of Termination.
3 Nevertheless, on August 25, 2009, the RRHD’s Board of Commissioners, having given Want
4 written notice of the time, date, and place of the hearing, held a hearing on the termination of
5 Want’s Lease. Want did not attend the hearing or submit any evidence or argument in
6 opposition to the termination of the Lease. **Trial Exhibit 8.**

7 13. On January 13, 2010, Want was personally served with a Three (3) Day Notice
8 to Quit (“Notice to Quit”). The Notice to Quit demanded payment of the unpaid rent and
9 possession of the Premises. On January 19, 2010, the period stated in the notice expired at the
10 end of the day. **Trial Exhibit 9.**

11 14. The Notice to Quit was served on Want in January of 2010, within four months
12 of the date on which the Lease was terminated.

13 15. The Tribe fulfilled all of the notice and opportunity to cure requirements set
14 forth in the Lease and the Ordinance.

15 16. Want never brought his account current or vacated the Premises.

16 17. As of the date of the trial, Want owed plaintiff \$3875.00 in back rent. **Trial**
17 **Exhibit 11.**

18 18. The fair rental value of the Premises is \$750 per month, or \$25 per day.

19 19. Any of the foregoing findings of fact deemed be conclusions of law are hereby
20 incorporated into the Conclusions of Law.

21 **CONCLUSIONS OF LAW**

22 1. The Robinson Rancheria Tribal Court, like the federal courts, is a court of
23 limited jurisdiction. It only has jurisdiction over those matters that have been delegated to it by
24 the Tribe. Tribal Court Ordinance, Section 9.5.030(A)(1).

25 2. The Court has jurisdiction to hear complaints for unlawful detainer Ordinance,
26 see, for example, Recitals, ¶ 2.

27 3. The Court has personal jurisdiction over Want, even though he is no longer a
28 member of the Tribe, because he voluntarily entered into a lease agreement with the Tribe to

1 lease a parcel of the Tribe's reservation trust lands and resides on the Robinson Rancheria.

2 *Montana v United States*, 450 U.S. 544, 565-566 (1981).

3 4. The Court's scope of review with regard to unlawful detainer actions is *de novo*.

4 5. The Ordinance grants the Tribal Court jurisdiction over forcible entry, forcible
5 detainer and unlawful detainer proceedings. The grant of jurisdiction in the Ordinance is
6 limited to the facts and law necessary to establish or refute whether a tenant is guilty of forcible
7 entry, forcible detainer, and unlawful detainer. It is not a general grant of authority for this
8 Court to address any and all claims arising from the rental or occupation of tribal housing.
9 Nothing in the Ordinance grants the Court jurisdiction to review any administrative
10 proceedings related to tribal housing.

11 6. This Court lacks jurisdiction to address Want's defenses based on the Indian
12 Civil Rights Act, 25 U.S.C. § 1301-1303 ("ICRA"), which related to the Housing
13 Commission's administrative proceedings. The ICRA provides no right of private action other
14 than the right to *habeas corpus* in federal court. *Santa Clara Pueblo v. Martinez*, 436 U.S. 49,
15 62 (1978). The Business Council has not granted the Tribal Court jurisdiction to hear claims of
16 violation of the ICRA.

17 7. The Ordinance allows the Tribe to seek both possession of the Premises and
18 payment of unpaid rent through the service of a notice to quit. Ordinance, Section 2.050.
19 Nothing in the Ordinance evidences an intention to require the Tribe to demand either payment
20 of rent or possession. The Notice to Quit provided to Want was adequate notice under the
21 Ordinance.

22 8. The Notice to Quit served by the Tribe on Want, which stated the total amount
23 of delinquent rent due, including delinquent rent dating back more than one year from the date
24 the notice was served, was valid. The Ordinance does not limit the Tribe's right to unpaid rent
25 to one year. Ordinance, Section 2.050. The notice was provided within one year of the latest
26 rent coming due, which meets the requirements of the Ordinance.

27 9. Ordinance No. 2009-06-03, "An Ordinance of the Robinson Rancheria Citizens
28 Business Council of the Robinson Rancheria Establishing a Tribal Court," and Ordinance No.

1 2009-06-02, "An Ordinance of the Business Council of the Robinson Rancheria Establishing a
2 Summary Tribal Court Procedure for Obtaining Possession of Trust Lands on the Robinson
3 Rancheria," were duly enacted and govern the disposition of this case.

4 10. Want was duly served with all notices required under the Lease and the
5 Unlawful Detainer Ordinance.

6 11. Want violated the terms of the Lease by repeatedly failing to pay the
7 administration fee required under the Lease, and the time period for making such a payment
8 pursuant to written notice of the delinquency passed without Want making the required
9 payment.

10 12. Want did not vacate the Premises or pay the delinquent rent within the time
11 period required pursuant to the Notice to Quit.

12 13. Want is, therefore, guilty of unlawful detainer. Ordinance, Section 2.050(B).

13 14. Any of the foregoing conclusions of law deemed to be findings of fact are
14 hereby incorporated into the Findings of Fact.

15 **JUDGMENT**

16 Based upon the foregoing Findings of Fact and Conclusions of Law.

17 IT IS ORDERED that the Tribe is entitled to a Judgment against Want awarding the
18 Tribe damages in the amount of \$6875.00 (3875.00+ 3000 [4 months since trial x \$750]).

19 IT IS FURTHER ORDERED that the Tribe is entitled to forfeiture of the Lease.

20 IT IS FURTHER ORDERED that Want and anyone else occupying the Premises shall
21 vacate the Premises within 10 days of service of this Judgment upon him. On or after that date,
22 if Want or anyone else occupying the Premises remains in possession of the Premises, he shall
23 be deemed a trespasser and he shall be subject to the following:

24 1. Want and anyone else occupying the Premises shall be removed by personnel of
25 the Robinson Rancheria Tribal Law Enforcement Department or, if deemed appropriate by the
26 Robinson Rancheria Tribal Law Enforcement Department, by federal or local law enforcement
27 personnel;

28 2. Any personal property belonging to Want or anyone else occupying the

1 Premises, including but not limited to, mobile homes, vehicles and personal effects, remaining
2 on the Premises after the date that is ten days after service of this Judgment on Want shall be
3 deemed abandoned and shall be disposed of in accordance with applicable laws. In no instance
4 shall Want or anyone else occupying the Premises possess a right of redemption or any other
5 interest in the property once it is deemed abandoned, except as provided by applicable tribal or
6 federal law;

7 3. For every day Want or anyone else occupying the Premises remains in
8 possession of the Premises after the date that is ten days after service of this Judgment on him,
9 he shall pay to the Clerk of this Court, as rent to the Tribe, \$25 dollars per day until he and
10 anyone else occupying the Premises have either been removed from, or have vacated, the
11 Premises.

12 IT IS FURTHER ORDERED that Want shall not return to the Robinson Rancheria
13 without the prior, written approval of the Robinson Rancheria Business Council. Failure to be
14 in possession of such authorization shall be grounds for arrest by any person with authority to
15 make an arrest under the laws of United States, the State of California, or the Robinson
16 Rancheria for criminal trespass pursuant to California Penal Code §§602(k) and 602(1), and for
17 contempt of court for violating this Judgment.

18 IT IS FURTHER ORDERED that the Tribe is entitled to its costs incurred in these
19 proceedings.

20 Dated: February 25th, 2011


ROBERT MOELLER, Judge
Robinson Rancheria Tribal Court

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Robinson Rancheria
Tribal Court

**ROBINSON RANCHERIA
TRIBAL COURT**

ROBINSON RANCHERIA OF POMO)
INDIANS OF CALIFORNIA,)
)
Plaintiff,)
)
vs.)
)
LUWANA QUITQUIT, ROBERT)
QUITQUIT, KAREN RAMOS, INEZ)
SANDS, AND RUBEN WANT,)
)
Defendants)

Case Nos.: C-10-06-06-RM, C-10-06-07-RM, C-10-05-03-RM, C-10-05-05-RM, C-10-05-02-RM

**OPINION, DECISION AND
ORDER**

I. Procedural Posture.

These separate actions are brought by the Robinson Rancheria pursuant to the Rancheria's Unlawful Detainer Ordinance ("Ordinance"). Defendants have separately answered. Trial of each of these cases was held separately on October 4th, 5th and 6th, 2010. Plaintiff Rancheria was represented by attorney Lester J. Marston. Defendants were represented by attorney Angelica M. Millan. The proceedings were of record. After trial the Court

requested post trial briefing with respect to several issues centered on the scope of the Court's jurisdiction and the interpretation of certain provisions of the Ordinance which bear on the decision of the Court. In addition, Defendants have raised several legal defenses which need to be addressed by the Court. Post trial briefs have been submitted addressing these issues and raising legal defenses previously raised during trial. The Court now decides these issues and renders its decision.

II. Scope of Jurisdiction and Scope of Review.

This Court is a court of limited jurisdiction, not unlike federal courts. This is to say that this Court only has jurisdiction or authority to here causes of action when that authority is delegated to it by the Robinson Rancheria Business Council, the governing body of the Tribe. Section 2.080 of the Ordinance grants to the Court subject jurisdiction to here complaints for unlawful detainer. Defendants do not contest this delegation. However, Defendants argue that Defendants are no longer members of the Tribe and that this Court, therefore, lacks jurisdiction over Defendants under the teaching of *Montana v. United States*, 450 U.S. 544 (1981).

Montana prescribes two areas in which a tribe may assert jurisdiction over persons other than its members. First, "[a] tribe may regulate, through taxation, licensing, or other means, the activities of nonmembers who enter consensual relationships with the tribe or its members, through commercial dealing, contracts, leases, or other arrangements." Second, a tribe may exercise "civil authority over the conduct of non-Indians on fee lands within the reservation when that conduct threatens or has some direct effect on the

political integrity, the economic security, or the health or welfare of the tribe.” *Montana v. U.S.*, 450 U.S. at 565-566.¹ Defendants argue that since they are no longer tribal members they fall outside the scope of the first test cited above, arguing that while they were members when the leases were entered into with the Rancheria’s predecessor in interest, they are no longer members and therefore the Court lacks jurisdiction to here unlawful detainer actions against them.

The Court disagrees. The Court is of the view that the Defendant non-members fall squarely within the first test enunciated in *Montana*. The Rancheria has authority over the Defendants even after they became non-members since the consensual lease arrangement continued after loss of membership.

The Court requested the parties brief the issue regarding the scope of review granted to the Court. The parties are agreed that this Court has jurisdiction to hear unlawful detainer actions *de novo*, including authority to try all relevant and material facts alleged in the complaints and brought into dispute by the answers. The burden of proof rests on the Plaintiff to prove its case by a preponderance of the evidence. However, this does not mean that the Court has been granted authority to hear *de novo* or try the facts or the legality of the administrative proceedings leading up to the filing of the complaints.

Nothing in the Ordinance prescribes an administrative procedure or grants to the Court

¹ While *Montana* deals with the legislative jurisdiction of tribes over non-members and non-Indians, the Court sees no reason not to assume that the judicial jurisdiction of the Robison Rancheria tribe is also coterminous with the Tribe’s legislative jurisdiction in those instances when the Tribal Court has been granted judicial jurisdiction by the Business Council. Therefore, the Court believes the *Montana* case provides useful guidance in this matter.

jurisdiction to review an administrative proceeding which may be afforded a Defendant prior to the filing of a complaint. The Court might be inclined towards a broader right of review, but the Ordinance is clearly intended to provide a summary procedure which precludes a more expansive interpretation of the Court's review powers.²

Defendants allege various due process violations in the administrative process under the Indian Civil Rights Act of 1968 (as amended), 25 U.S.C. 1301-1303 ("ICRA"). The United States Supreme Court held in *Santa Clara Pueblo v. Martinez*, 436 U.S. 49, 62 (1978) that the ICRA did not create a federal right to review causes of action predicated on the ICRA except for *habeas corpus* actions. The Court held that "[t]ribal courts have repeatedly been recognized as appropriate forums for the exclusive adjudication of disputes affecting important personal and property interests of both Indians and non-Indians." *Id.* 436 U.S. at 65-66. While the above statement is undoubtedly true, tribal courts of limited jurisdiction must be granted administrative review authority by the tribal legislative body in order to determine if administrative procedures and actions are in compliance with tribal and federal law, including the Indian Civil Rights Act. This has not been done by the Robinson Rancheria's Business Council. Said differently, Robinson Rancheria Business Council must grant authority to this Court to review Indian Civil

² In short, the Rancheria's Business Council has not enacted the equivalent of the federal Administrative Procedures Act which waives the sovereign immunity of the United States to suits seeking federal court review of agency action, and expressly prescribes the scope and standards of review. See 5 U.S.C. 701 *et seq.* As in the case of the Administrative Procedures Act in the federal system, any grant of authority to review tribal administrative action would also require a waiver of tribal sovereign immunity since the administrative actions sought to be reviewed would clearly be actions of the sovereign tribe.

Rights Act violations in the same manner that Congress granted *habeas corpus* review,-- and only *habeas corpus* review,-- to federal courts.³

III. Interpretation of Section 2.050 of the Ordinance.

The Court asked for briefing and argument regarding the proper interpretation of two phrases in Section 2.050 of the Ordinance. Section 2.050 reads:

A tenant of a premises is guilty of unlawful detainer....(B) when the tenant continues in possession, in person or by subtenant, without the permission of the Council, after default in the payment of the rent required by the lease or rental agreement, and three days has past since the service of a written notice. *The notice must demand payment or possession, and shall state the amount which is due.* The notice shall declare a forfeiture of the lease, if the landlord seeks such forfeiture. The notice must be served on the tenant and any subtenant in actual occupation of the premises. *Such notice may be served at any time within one year after the rent becomes due.*

[Emphasis added]

Defendants argue that the three day notices provided to Defendants are fatally flawed because the notices demand both payment *and* surrender of the premises, rather than demanding surrender *or* payment of rent, within the meaning of the first underscored language quoted above. In Defendants' view the Ordinance requires the Rancheria to decide whether to demand surrender or payment, but not both. The Court considers this interpretation unreasonable. Nothing in the Ordinance, read as a whole, evinces an intention to force the Rancheria to surrender rights it has under the lease in favor of

³ This is not to say that ICRA has no application to this case. This Court is bound by the due process provisions of ICRA with respect unlawful detainer actions filed in the Court. In this regard the Robinson Rancheria is bound to provide adequate notice and the right to a hearing in this Court. In the opinion of this Court the Ordinance provides for adequate notice and hearing; the complaint, service of summons and the de novo trial proceedings of record, in which both sides were represented by more than adequate counsel, meet tribal due process requirements under the ICRA.

choosing only one remedy. Rather, it seems clear to the Court that the language is intended to convey the notion that a three day notice is required to demand *at least* one of the two remedies. The Court, therefore, holds that the three day notice is adequate notice under the Ordinance.

Defendants also argue that the three day notice is deficient because it includes rental payments which were delinquent beyond the one year limit prescribed by the second underscored language set forth above. In effect, Defendants would read this requirement as a sort of statute of limitations limiting the Rancheria to demanding delinquent rents no more than one year old. The Court reads the underscored provision as preventing the Rancheria from waiting more than one year beyond a discreet failure to pay rent and then at any time thereafter deciding to seek eviction based on a rental payment more than a year old. In the cases at hand, however, the notice includes all "rent which is due" as is expressly required by the first underscored phrase set forth above. The notice is not flawed because in each case the rent due includes rent which has become delinquent within the one year period. In other words, the Court construes the one year limitation as requiring that the *latest* rent which is due be no more than one year old. The Court believes this interpretation gives effect to all of the provisions of the Section in a harmonious manner and is therefore the preferred construction.

IV. Plaintiff's Motion to Strike and for Monetary Sanctions.

Subsequent to trial, Plaintiff has filed a Motion to Strike the Declaration of Angelica M. Millan in Support of Post-trial Brief and various exhibits attached thereto. Oral argument

EXHIBIT 6

was had on the motion on November 17, 2010. The Declaration of Ms. Millan is not made under penalty of perjury and therefore is not offered as evidence, in which case the Court considers it argument of counsel supported by Exhibits 1-7. In light of the Court's expressed liberality with respect to the briefing post trial issues, the Court denies Plaintiff's Motion to Strike the Declaration of Angelica M. Millan in Support of Post-trial Brief. With respect to the exhibits attached to the Declaration, Defendant has made it clear that these exhibits are not being offered as evidence but merely as demonstration supporting its defense of unequal treatment which the Court at trial ruled was outside the scope of the proceedings. The Court denies Plaintiffs' request to strike Exhibit 1. This is merely a copy of the Tribe's Constitution and Amendment and there can be no objection to this being made part of the record. While the Court has allowed Millan's Declaration as argument in support of this disallowed defense, Exhibits 2-4, while not offered as evidence should, nevertheless, be stricken as beyond the scope of the proceedings. Exhibit 5 consists of emails dated September 27, 2010, from Scott Johnson to Angelica Millan and attached copies of the Rules of Court, Rules of Evidence, Rules for Attorney Admission, and Rules of Judicial Conduct of the Robinson Rancheria Tribal Court. The Court does not consider emails a formal part of the record and therefore grants Plaintiffs' motion to strike the emails; however, the Court sees no reason to strike the attached ordinances which the Court may take judicial notice of, in any event. Exhibit 6 is merely a transmittal letter from Plaintiff's counsel to the Clerk of Court attaching the Summons and Complaint in the action of *Robinson Rancheria of Pomo Indian v. Robert Quitiquit and Does 1-10*. The Court sees no cause to strike this letter from the record. Plaintiff also moves to strike an e-mail by Defense counsel to the Court dated November 1, 2010. E-

mails are not considered by the Court as a formal part of the record in this case and, therefore, the Court grants Plaintiffs' motion to strike with respect to the November 1, 2010 e-mail. However, Ms. Millan copied the communication to opposing counsel simultaneously and the Court does not consider this an improper ex parte communication with the Court.

Finally, on November 17, 2010 the Court ordered Plaintiff's counsel to submit a signed copy of the unlawful detainer ordinance governing these actions, or provide evidence that the ordinance was duly enacted by the Business Council. Plaintiff's counsel has produced a declaration under penalty perjury (filed December 10, 2010) two tribal ordinances: Ordinance No. 2009-06-03 entitled "An Ordinance of the Robinson Rancheria Citizens Business Council of the Robinson Rancheria Establishing a Tribal Court enacted June 2, 2009, and Ordinance No. 2009-06-02 entitled "An Ordinance of the Business Council of the Robinson Rancheria Establishing A Summary Tribal Court Procedure for Obtaining Possession of Trust Lands on the Robinson Rancheria," enacted June 2, 2009. Defense counsel has submitted a countervailing declaration expressing skepticism regarding the validity of these ordinances. The ordinances, plus Mr. Marston's declaration under penalty of perjury, convinces the Court that these ordinances were duly enacted and therefore govern the disposition of these cases.

WHEREFORE, IT IS ORDERED THAT:

1. Judgment on the merits is granted in favor of Plaintiff.

2. Plaintiff's counsel shall submit a proposed form of separate judgments for each case and conclusions of law and fact within five days of the filing of this Decision and Order in accordance with Rules 36 and 41 of the Rules of Pleading, Practice and Procedure.

3. The Clerk is ordered to fax and mail to counsel for counsel for both parties a copy of this decision and order the same day the decision is filed.

4. Plaintiff's Motion to Strike is granted in part and denied in part.

5. Plaintiff's Motion for Monetary Sanctions is denied.

DATE:

1/20/2011


ROBERT MOELLER, JUDGE

RECEIVED
 FEB 28 2011 *BMG*
 Robinson Rancheria
 Tribal Court

ENDORSED-FILED
 FEB 28 2011 *BMG*

**ROBINSON RANCHERIA
 TRIBAL COURT**

**CLERK OF THE TRIBAL COURT
 ROBINSON RANCHERIA**

ROBINSON RANCHERIA OF POMO)	Case No. C-10-05-03-RM
INDIANS)	Case No. C-10-05-05-RM
)	Case No. C-10-05-02-RM
Plaintiff,)	Case No. C-10-06-07-RM
)	Case No. C-10-06-06-RM
vs.)	
KAREN RAMOS)	
INEZ SANDS)	
RUBEN WANT)	
ROBERT QUITIQUIT)	
LUWANA QUITIQUIT)	
)	
Defendants,)	
_____)	

**ORDER ADOPTING PROPOSED FINDINGS OF FACT
 CONCLUSIONS OF LAW, AND JUDGMENT(S)**

Plaintiff has filed separate Proposed Findings of Fact and Conclusions of Law and Judgment(s) in the above actions. Defendants have filed separate Objections thereto. The Court has reviewed the filings of both parties.

Defendants argue that the Court should reject the proposed findings of fact with respect to facts arising from the Robinson Rancheria's Housing Department's administrative proceedings because the Court has previously ruled that it lacks jurisdiction to review the administrative proceedings leading up to the filing of the complaints in these actions. While the Court does not have authority to review the administrative proceedings *de novo* the Court, nevertheless, the Court has ruled that the Plaintiff Tribe is required to prove *de novo* the facts necessary to make out its case in chief. However, since the

Plaintiff Tribe, acting through the Housing Department, has followed an administrative process in coming to the decisions as to whether the defendants have failed to pay rent (or otherwise failed to comply with lease provisions), Plaintiff Tribe must necessarily prove its case by entering evidence providing a factual basis for the Housing Department's decision that the Defendants were in breach. The Court is convinced that Plaintiff Tribe introduced competent independent underlying evidence supporting the allegations in the Complaint. The Court, therefore, concludes that it has jurisdiction to make ancillary findings of fact regarding the administrative process because those facts are somewhat intertwined with demonstrating the substantive factual basis supporting the facts set forth in the Complaint.

In addition, Defendants argue that the Proposed Findings of Fact and Conclusions of Law and Judgment(s) are not in compliance with Rule 36 of the Rules of Pleading, Practice and Procedure since the Plaintiff Tribe has not filed its proposed judgments as separate filings. The Defendants are correct in their objection and the Court admonishes Plaintiff's counsel to do so in future cases before the Court. The Court could order Plaintiff's counsel to correct this error and the Court has little doubt that Plaintiff's counsel has the word processing capability to redo its filings in order to comply with the rule. However, this would just cause needless delay having no effect on the outcome of the case. In light of the summary nature of the unlawful detainer ordinance, the Court, therefore, deems the proposed judgments as having been filed separately in accordance with Rule 36 and has therefore executed the Proposed Findings of Fact and Conclusions of Law and Judgment(s) as submitted.

The Court orders the Clerk of Court to enter "Filed" with respect to this Order and each of the executed Findings of Fact and Conclusions of Law and Judgment(s). "Endorsed Filed" copies of this Order and the

Findings of Fact and Conclusions of Law and Judgment with respect to each case should be sent to counsel for Plaintiff and Defendants.

DATE: 3/29/2011

SO ORDERED:



ROBERT MOELLER, JUDGE

4:11-cv-983-PJH
ADR ECF

CIVIL COVER SHEET

JS 44 (Rev. 12/07) (CAND Rev 1/10)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON PAGE TWO OF THE FORM.)

I. (a) PLAINTIFFS Quitquit, Luwana; Quitquit, Robert; Ramos, Karen; Sands, Inez; Want, Reuben	DEFENDANTS Robinson Rancheria Citizens Business Council; Avila, Tracey, Tribal Chairperson, in her official and individual capacity; "see Attachment"
(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES) (c) Attorney's (Firm Name, Address, and Telephone Number) See attachment	County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED. Attorneys (If Known) Rapport & Marston P.O. Box 488, Ukiah, CA 95482 (707) 462-6846 Lester Marston

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)	III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)																								
<input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<table border="1"> <tr> <th></th> <th>PTF</th> <th>DEF</th> <th></th> <th>PTF</th> <th>DEF</th> </tr> <tr> <td>Citizen of This State</td> <td><input type="checkbox"/> 1</td> <td><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td><input type="checkbox"/> 2</td> <td><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6</td> <td><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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IV. NATURE OF SUIT (Place an "X" in One Box Only)					
CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury—Med. Malpractice <input type="checkbox"/> 365 Personal Injury—Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	SOCIAL SECURITY	FEDERAL TAX SUITS
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input checked="" type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DTWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from another district (specify)
 6 Multidistrict Litigation
 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Indian Civil Rights Act, 25 U.S.C. Section 1302, 1303

Brief description of cause:
Writ of Habeas Corpus challenging unlawful restraint on liberty by eviction from tribal homes and the reservation.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION DEMAND \$ _____

CHECK YES only if demanded in complaint
 JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

PLEASE REFER TO CIVIL L.R. 3-12 CONCERNING REQUIREMENT TO FILE "NOTICE OF RELATED CASE".

IX. DIVISIONAL ASSIGNMENT (CIVIL L.R. 3-2) (PLACE AND "X" IN ONE BOX ONLY)

SAN FRANCISCO/OAKLAND
 SAN JOSE
 EUREKA

DATE: 3/1/11

SIGNATURE OF ATTORNEY OF RECORD: [Signature]

ATTACHMENT TO JS 44 CIVIL COVER SHEET

I. (c) Plaintiffs' Attorneys: (not previously listed)

Legal Services of Northern California
807 S. Dora St.
Ukiah, CA 95482
(707) 513-1023
Angélica M. Millán (SBN 217716)
Lauren Hansen (SBN 268417)

Legal Services of Northern California
517 12th St.
Sacramento, CA 95814
(916) 551-2150
Julie Aguilar Rogado (SBN 203879)
R. Mona Tawatao (SBN 128779)

I. Additional Defendants: (not previously listed)

Robinson Rancheria Citizens Business Council,
Anderson, Jr., Curtis, Tribal Vice-Chairperson, in his official and individual capacity.
Timmons, Stoney, Tribal Member-at-Large, in his official and individual capacity
Medina, Nicholas, Tribal Member-at-Large, in his official and individual capacity
Monlo, Michelle, Tribal Secretary-Treasurer, in her official and individual capacity
Fernandez, Kim, Tribal Member-at-Large, in her official and individual capacity