

In the Court of the Delaware Tribe of Indians

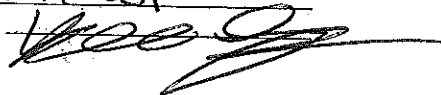
Plaintiffs

Assistant Chief Chet Brooks, Secretary Verna Crawford, and Councilman Nathan H. Young, Members of the Delaware Tribe of Indians,

Versus

Respondent

Chief Paula Pechonick

Filed
Time: 8:10 am Date: 3-19-14
Recorded
Book: _____ Page: _____
Case #: CIV-14-001
Court Clerk: 

Amended Petition

Jurisdiction

1. Jurisdiction for the Court is under Article 12 of the Delaware Constitution and Bylaws the cause of action arises under interpretation of the Constitution and Bylaws of the Delaware Tribe of Indians.

Parties

2. The Plaintiffs are members of the Delaware Tribal Council and the Respondent is the Chief of the Delaware Tribal Council.

4. Plaintiffs bring this action in their official capacity and respondent in her official capacity.

5. This litigation is over a disagreement between members of the Delaware Tribe governing body concerning the interpretation of Article II Section 5 on the Bylaws.

Facts

6. At the September 9, 2013, regular meeting of the Delaware Tribal Council, a contract (agreement) with Gray and Gray was approved by vote of six to one. A Non-Disclosure Agreement with Gray and Gray was also approved at the same time. The contract period was for 6 months.

7. On Wednesday, November 27, 2013, the Office of Chief Pechonick conducted a poll vote to terminate the contract of Gray and Gray. The poll was four against termination and three in support of termination. Later, on December 3 while Chief Pechonick refused to validate her own poll vote. See exhibit A, an email from Chief Pechonick to justify her position to violate the

Constitution. was posted on the internet but later removed. There is not a provision in the Constitution to conduct tribal business by poll vote

8. December 2, 2013, at a regularly scheduled Council meeting, Chief Pechonick brought up for the second time issue of termination of the Gray contract. The motion to terminate the Gray contract resulted in a 3 to 3 tie vote. Therefore not receiving a majority vote as required by Article II Section 5 of the Bylaws of the Delaware Constitution and Bylaws, the motion to terminate the contract failed,

9. On or about December 3, 2013, gave a 30-day notice of termination of the contract to Gray and Gray on her own volition and contrary to the decision of the Tribal Council and Article II Section 5 of the Delaware Bylaws. The action of Chief Pechonick was in direct violation of the Constitution and her oath of Office.




10. Plaintiffs adopt all exhibits previously attached to the original petition.

Relief

11. Therefore, Plaintiffs pray for an order of the Court finding Chief's Pechonick termination of the Gray and Gray contract unlawful and in violation of the Delaware Constitution and Bylaws. Furthermore, Plaintiffs seek any other relief the Court deems necessary and just.

Verification

We the undersigned do hereby swear that the above stated petition is true and correct to the best of our knowledge.



Signed before me this 18th day of March
2014. 