

SUMMONS - CIVIL

JD-CV-1 Rev. 4-16
C.G.S. §§ 51-346, 51-347, 51-349, 51-350, 52-45a,
52-48, 52-259, P.B. §§ 3-1 through 3-21, 8-1, 10-13

STATE OF CONNECTICUT
SUPERIOR COURT
www.jud.ct.gov



See other side for instructions

- "X" if amount, legal interest or property in demand, not including interest and costs is less than \$2,500.
- "X" if amount, legal interest or property in demand, not including interest and costs is \$2,500 or more.
- "X" if claiming other relief in addition to or in lieu of money or damages.

TO: Any proper officer; BY AUTHORITY OF THE STATE OF CONNECTICUT, you are hereby commanded to make due and legal service of this Summons and attached Complaint.

Address of court clerk where writ and other papers shall be filed (Number, street, town and zip code) (C.G.S. §§ 51-346, 51-350) 95 Washington Street, Hartford, CT 06106	Telephone number of clerk (with area code) (860) 548-2700	Return Date (Must be a Tuesday) November 15, 2016
<input checked="" type="checkbox"/> Judicial District <input type="checkbox"/> Housing Session	At (Town in which writ is returnable) (C.G.S. §§ 51-346, 51-349) Hartford	Case type code (See list on page 2) Major: M Minor: 50

For the Plaintiff(s) please enter the appearance of:

Name and address of attorney, law firm or plaintiff if self-represented (Number, street, town and zip code) Mark W. Lerner of Kasowitz, Benson, Torres & Friedman LLP, 1633 Broadway, New York, NY 10019		Juris number (to be entered by attorney only) 403672
Telephone number (with area code) (212) 506-1700	Signature of Plaintiff (If self-represented)	
The attorney or law firm appearing for the plaintiff, or the plaintiff if self-represented, agrees to accept papers (service) electronically in this case under Section 10-13 of the Connecticut Practice Book. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Email address for delivery of papers under Section 10-13 (if agreed to) MLerner@kasowitz.com

Number of Plaintiffs: **1** Number of Defendants: **2** Form JD-CV-2 attached for additional parties

Parties	Name (Last, First, Middle Initial) and Address of Each party (Number; Street; P.O. Box; Town; State; Zip; Country, if not USA)	
First Plaintiff	Name: Schaghticoke Tribal Nation Address: 101 Elizabeth Street, 2nd Floor, Derby, CT 06418	P-01
Additional Plaintiff	Name: Address:	P-02
First Defendant	Name: Address:	D-01
Additional Defendant	Name: State of Connecticut Address: 55 Elm Street, Hartford, CT 06106	D-02
Additional Defendant	Name: Robert Klee, in his official capacity as Commissioner of the Connecticut Department of Energy & Environmental Protection Address: 79 Elm Street, Hartford, CT 06106	D-03
Additional Defendant	Name: Address:	D-04

Notice to Each Defendant

1. **YOU ARE BEING SUED.** This paper is a Summons in a lawsuit. The complaint attached to these papers states the claims that each plaintiff is making against you in this lawsuit.
2. To be notified of further proceedings, you or your attorney must file a form called an "Appearance" with the clerk of the above-named Court at the above Court address on or before the second day after the above Return Date. The Return Date is not a hearing date. You do not have to come to court on the Return Date unless you receive a separate notice telling you to come to court.
3. If you or your attorney do not file a written "Appearance" form on time, a judgment may be entered against you by default. The "Appearance" form may be obtained at the Court address above or at www.jud.ct.gov under "Court Forms."
4. If you believe that you have insurance that may cover the claim that is being made against you in this lawsuit, you should immediately contact your insurance representative. Other action you may have to take is described in the Connecticut Practice Book which may be found in a superior court law library or on-line at www.jud.ct.gov under "Court Rules."
5. If you have questions about the Summons and Complaint, you should talk to an attorney quickly. **The Clerk of Court is not allowed to give advice on legal questions.**

Signed (Sign and "X" proper box) 	<input checked="" type="checkbox"/> Commissioner of the Superior Court <input type="checkbox"/> Assistant Clerk	Name of Person Signing at Left Mark W. Lerner	Date signed 10/11/2016
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If this Summons is signed by a clerk: a. The signing has been done so that the Plaintiff(s) will not be denied access to the courts. b. It is the responsibility of the Plaintiff(s) to see that service is made in the manner provided by law. c. The Clerk is not permitted to give any legal advice in connection with any lawsuit. d. The Clerk signing this Summons at the request of the Plaintiff(s) is not responsible in any way for any errors or omissions in the Summons, any allegations contained in the Complaint, or the service of the Summons or Complaint.	For Court Use Only
	File Date

I certify I have read and understand the above:	Signed (Self-Represented Plaintiff)	Date	Docket Number
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Instructions

1. Type or print legibly; sign summons.
2. Prepare or photocopy a summons for each defendant.
3. Attach the original summons to the original complaint, and attach a copy of the summons to each copy of the complaint. Also, if there are more than 2 plaintiffs or more than 4 defendants prepare form JD-CV-2 and attach it to the original and all copies of the complaint.
4. After service has been made by a proper officer, file original papers and officer's return with the clerk of court.
5. Do not use this form for the following actions:
 - (a) Family matters (for example divorce, child support, custody, paternity, and visitation matters)
 - (b) Summary Process actions
 - (c) Applications for change of name
 - (d) Probate appeals
 - (e) Administrative appeals
 - (f) Proceedings pertaining to arbitration
 - (g) Any actions or proceedings in which an attachment, garnishment or replevy is sought
 - (h) Entry and Detainer proceedings
 - (i) Housing Code Enforcement actions

ADA NOTICE

The Judicial Branch of the State of Connecticut complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation in accordance with the ADA, contact a court clerk or an ADA contact person listed at www.jud.ct.gov/ADA.

Case Type Codes

Major Description	Codes Major/Minor	Minor Description	Major Description	Codes Major/Minor	Minor Description
Contracts	C 00	Construction - All other	Property	P 00	Foreclosure
	C 10	Construction - State and Local		P 10	Partition
	C 20	Insurance Policy		P 20	Quiet Title/Discharge of Mortgage or Lien
	C 30	Specific Performance		P 30	Asset Forfeiture
	C 40	Collections		P 90	All other
	C 90	All other			
Eminent Domain	E 00	State Highway Condemnation	Torts (Other than Vehicular)	T 02	Defective Premises - Private - Snow or Ice
	E 10	Redevelopment Condemnation		T 03	Defective Premises - Private - Other
	E 20	Other State or Municipal Agencies		T 11	Defective Premises - Public - Snow or Ice
	E 30	Public Utilities & Gas Transmission Companies		T 12	Defective Premises - Public - Other
	E 90	All other		T 20	Products Liability - Other than Vehicular
Miscellaneous	M 00	Injunction		T 28	Malpractice - Medical
	M 10	Receivership		T 29	Malpractice - Legal
	M 20	Mandamus		T 30	Malpractice - All other
	M 30	Habeas Corpus (extradition, release from Penal Institution)		T 40	Assault and Battery
	M 40	Arbitration		T 50	Defamation
	M 50	Declaratory Judgment		T 61	Animals - Dog
	M 63	Bar Discipline	T 69	Animals - Other	
	M 66	Department of Labor Unemployment Compensation Enforcement	T 70	False Arrest	
	M 68	Bar Discipline - Inactive Status	T 71	Fire Damage	
	M 70	Municipal Ordinance and Regulation Enforcement	T 90	All other	
	M 80	Foreign Civil Judgments - C.G.S. 52-604 & C.G.S. 50a-30	Vehicular Torts	V 01	Motor Vehicles* - Driver and/or Passenger(s) vs. Driver(s)
	M 83	Small Claims Transfer to Regular Docket		V 04	Motor Vehicles* - Pedestrian vs. Driver
	M 84	Foreign Protective Order		V 05	Motor Vehicles* - Property Damage only
M 90	All other	V 06		Motor Vehicle* - Products Liability Including Warranty	
		V 09		Motor Vehicle* - All other	
		V 10		Boats	
		V 20		Airplanes	
		V 30		Railroads	
		V 40		Snowmobiles	
		V 90		All other	
			*Motor Vehicles include cars, trucks, motorcycles, and motor scooters.		
Housing	H 10	Housing - Return of Security Deposit	Wills, Estates and Trusts	W 10	Construction of Wills and Trusts
	H 12	Housing - Rent and/or Damages		W 90	All other
	H 40	Housing - Audita Querela/Injunction			
	H 50	Housing - Administrative Appeal			
	H 60	Housing - Municipal Enforcement			
	H 90	Housing - All Other			

RETURN DATE: NOVEMBER 15, 2016

SCHAGHTICOKE TRIBAL NATION,	:	SUPERIOR COURT
	:	
<i>Plaintiff</i>	:	
v.	:	
STATE OF CONNECTICUT,	:	JUDICIAL DISTRICT OF
and	:	HARTFORD
ROB KLEE, in his official capacity as	:	
Commissioner of the Connecticut	:	AT HARTFORD
Department of Energy and Environmental	:	
Protection	:	OCTOBER 13, 2016
	:	
<i>Defendants</i>	:	

COMPLAINT

Plaintiff Schaghticoke Tribal Nation (“STN”), by its attorneys Nix, Patterson & Roach LLP and Kasowitz Benson, Torres & Friedman LLP, brings this action for constitutional violations and for injunctive and declaratory relief, and alleges as follows:

INTRODUCTION

1. STN, a Connecticut Native American tribe with one of the oldest tribal reservations in this country, seeks just compensation from the State of Connecticut (“State”) for the State’s unconstitutional taking of STN’s land, and for the State’s willful mismanagement of STN’s land and funds in breach of the State’s statutory fiduciary duties. Under Connecticut’s governing statutes and resolutions dating back to 1757, the State — acting through its appointed overseers and later its agencies — was required to act in the best interest of STN in managing STN’s land and tribal funds. The State did just the opposite. Acting in excess of its statutory authority, the State took almost all of STN’s land and sold it off, under the guise that the State would eventually pay STN the proceeds from these sales. The first such taking was purportedly to satisfy a State debt, but the value of the land far exceeded the claimed debt. The State never paid STN for the land. As of result of the State’s unconstitutional taking of STN's land without just compensation

and misappropriating and mismanaging tribal funds, those funds have depleted, and STN's reservation has been reduced from 2400 to just 400 acres.

2. Connecticut's taking of STN's land and STN's funds without just compensation were and are unconstitutional under both the Fifth and Fourteenth Amendments to the United States Constitution, and under Article One, Section Eleven of the Connecticut Constitution. The State's actions also violated the State's statutory fiduciary obligations. By reason of this wrongdoing, STN is entitled to monetary damages of not less than \$610,513,714.00, and to injunctive and declaratory relief ordering the State, and specifically Commissioner Klee of the Department of Energy and Environmental Protection ("DEEP"), to comply with the statutory obligation to account to STN, and to make STN's Tribal Fund whole.

BACKGROUND

3. In 1736, the Connecticut Colonial General Assembly formally granted STN a reservation of approximately 2,400 acres in the Township of Kent.

4. From 1757 through the present day, Connecticut as a colony and then as a State has had a duty to care for the STN land and tribal funds, and maintain both for the best interest of STN. In 1757, the Connecticut General Assembly appointed a representative to act for the State as an "Overseer" of STN. The Overseer was to "manage, direct and superintend said Indians and their affairs" Subsequent Overseers were designated as "Guardians" of STN's lands.

5. By resolution of 1801, the Overseer was directed to sell STN's land to discharge a debt, with the "residue thereof to remain or place on Interest for [STN's] benefit." An 1821 statute codified the position of Overseer, "who shall have the care and management of [STN's] lands, and shall see that they are husbanded for the best interest of the Indians, and applied to their use and benefit." Today, under Conn. Gen. Stat. § 47-65(a), the "Commissioner of Energy and

Environmental Protection with the advice of the Indian Affairs Council shall have the care and management of reservation lands.” Conn. Gen. Stat. § 47-66 codifies the State’s duty to care for tribal funds.

6. In 1801, the State exceeded its statutory authority, taking and selling 1,129 acres — roughly *forty-five percent* of STN’s total land — far in excess of what was purportedly needed to discharge STN’s alleged debt to the State. The State used those proceeds and other tribal funds to create a *de facto* “STN bank,” through which the State regularly lent money to State residents in the form of mortgages and general notes, founded on the continuous taking of STN land.

7. Between 1801 and 1918, as evidenced in the land records of Kent, Sharon, Sherman, and New Milford, Connecticut, the State took thousands of acres of STN land, and in connection with those takings, issued approximately 91 mortgages totaling over \$45,000. Though the State was required to collect and preserve all proceeds from sales of the taken land, and to pay same to STN, the State failed to do so. Moreover, the State has never provided STN with an accounting, despite repeated requests from STN.

8. Connecticut’s taking of STN land was without just compensation and was and is unconstitutional, under the Fifth and Fourteenth Amendments of the United States Constitution, and under the Connecticut Constitution. Connecticut’s taking of STN land and failure to collect and preserve proceeds from the sale of STN land was a violation of Connecticut law and a breach of the State’s fiduciary duties to STN. STN is entitled to just compensation, including interest payable at the highest rate permitted by law.

9. In addition, under Conn. Gen. Stat. § 47-66, Commissioner Klee was and is required to provide an annual accounting to STN of STN tribal funds held in trust by the State. Commissioner Klee has repeatedly failed to provide that accounting. STN is entitled to declaratory

and injunctive relief to compel Commissioner Klee provide the required accounting, and to make STN tribal funds whole, including the “Schaghticoke Indian Fund.”

THE PARTIES

10. Plaintiff STN is a Native American tribal nation led by Chief Richard Velky. STN’s lands originally extended through portions of Connecticut surrounding the Housatonic River. STN has had a reservation in Connecticut since 1736, when Connecticut was still a Colony, making STN one of the oldest recognized tribes, and with one of the oldest tribal reservations, in the United States. STN was recognized by the State when Connecticut became part of the United States of America. STN has continuously remained a State-recognized tribe since that time. *See* Conn. Gen. Statute §§ 47-59a, 47-63. Today, what remains of the STN Reservation sits in Litchfield County, Connecticut, within the boundaries of the Township of Kent.

11. Defendant State of Connecticut is a governmental entity which is defended in litigation by the Connecticut Attorney General’s Office, which maintains its official office at 55 Elm Street, Hartford, Connecticut 06106.

12. Defendant Rob Klee is the Commissioner of the Department of Energy and Environmental Protection and is sued in his official capacity. Commissioner Klee maintains his official office at 79 Elm Street, Hartford, Connecticut 06106.

JURISDICTION AND VENUE

13. Jurisdiction is proper as Hartford, is the capital of Connecticut, and Commissioner Klee’s office is in Hartford.

14. The amount in controversy is more than fifteen thousand dollars exclusive of interests and costs.

15. Venue is proper pursuant to Connecticut Code § 51-345(a)(3) and (b).

16. This Court has subject matter jurisdiction over the claims against the State and Commissioner Klee. There are no administrative or procedural prerequisites to STN's maintenance of this case in this Court.

FACTUAL BACKGROUND

I. The Taking of STN's Land Without Just Compensation

17. In 1736, the Connecticut Colonial General Assembly granted STN a Reservation of approximately 2,400 acres in the Township of Kent.

18. The STN Reservation consisted of land described as Lot 25 and 1/2 of Lot 24. The STN Lots were on the west side of the Housatonic River, north of the Kent Falls and encompassing Schaghticoke Mountain to its gap, determined by the General Assembly to be the dividing line of the southern and northern half of lot No. 24 — what is today Route 341.

19. Beginning in 1757, the Connecticut General Assembly appointed a representative to act for the State as an Overseer to STN. This State representative was to “manage, direct and superintend said Indians and their affairs and give this Assembly such information concerning them from time to time as he shall think proper and necessary.” The appointment of subsequent Overseers in 1772 and 1773 designated them as “Guardians of Indian lands.”

20. In 1821, the position of Overseer became codified by statute. The Overseer was to be appointed by the State Senate and House of Representatives to act on behalf of the State for “the care and management of [Indian] lands . . . to see that they are husbanded for the best interest of the Indians, and applied for their use and benefit. And it shall be the duty of the Overseer of each tribe of Indians in this state to execute a bond . . . payable to the state treasurer . . . for the funds which are or may be hereafter in his hands, belonging to such tribe.” Furthermore, the

Overseer, as agent and representative of the State, was required to “annually, state and settle” the accounts of the tribes.

21. The role of trustee for the benefit of STN and other tribes evolved from the position of Overseer throughout the nineteenth century, to the Commissioner of the State Department of Energy and Environmental Protection today.

22. The Overseers acting on behalf of the State of Connecticut were as follows:

Jabez Swift	1757-1767
No overseer	1767-1771
Elisha Swift	1771-1772
Reuben Swift	1772-1773
Lt. Abraham Fuller	1773-1801
Hemen Smith / John Tallmadge	1801
Abel Beach	1801-1853
Rufus Fuller	1853-1861
Oliver W. Root	1861-1865
Austin St. John	1865-1868
William S. Lewis	1868-1870
Lewis Spooner	1868-1876
Charles L. Spooner	1873-1874
George T. Bull	1874-1875
Henry Roberts	1876-1884
Martin B. Lane	1884-1905
Frederick R. Lane	1905-1914

Charles T. Chase	1914-1932
John W. Chase	1932-1956
State Parks & Forest Commission	1925-1941
State Department of Welfare	1941-1973
State Department of Energy and Environmental Protection	1973-Present

23. The relevant statutes charging an Overseer, and later the State agency, with the duty to act on behalf of the State to care for Indian land and funds, are as follows:

Year	Resolution or Statute
1801	<p>Resolved by this Assembly that [Overseers] are hereby fully authorized and empowered to sell...all that part of said reserved Tract of [STN] Land...and are hereby directed by such Sale to raise so much money as will forthwith Discharge the said debt and also to erect for the use of [STN] six houses or wigwams...Overseer and his Successors are hereby directed and Impowered (sic) from time to time to Loan and place at interest the Money arising from such sale, as the same may be paid to him taking good and sufficient security therefor payable as aforesaid and secured by adequate Mortgages or by two or more sufficient Sureties, Inhabitants of this State. And the said [Overseers] shall tender their Account to such Sale, expenditures and expense to this or some future Session of Assembly. Resolution of the Connecticut General Assembly, 1801.</p> <p>The General Assembly further directed that as to these land takings and sales, "the residue thereof [was] to remain or place on Interest for [STN's] benefit."</p>
1821	<p>Be it enacted by the Senate and House of Representatives, in General Assembly convened, That an overseer shall be appointed to each tribe of Indians living within the limits of the State, by the county court, in the county in which such tribe resides, who shall have the care and management of their lands, and shall see that they are husbanded for the best interest of the Indians, and applied to their use and benefit. . . The overseer of each tribe of Indians shall annually, state and settle his account of, the concerns of such tribe, with the county court, in the county within which such tribe resides. Conn. Gen. Stat. Title 50, §§ 1-2 (1821).</p>
1854	<p>That an overseer shall be appointed to each tribe of Indians... by the county court in the county in which such tribe resides, which overseer shall have the care and management of their lands, and shall see that they are husbanded for the best interest of the Indians, and that the rents and profits are applied to their use and benefit. Conn. Gen. Stat., Title XXVI, § 1 (1854).</p> <p>The overseer of each tribe of Indians shall annually state and settle his account of the concerns of such tribe, with the county court in the county in which such tribe resides; and on failure thereof, or for any neglect of duty, such court may remove him from office, and appoint another in his place; and said court may, at any time, call such overseer to account. Conn. Gen. Stat., Title XXVI, § 3 (1854).</p>
1930	<p>The overseer of each tribe shall have the care and management of their lands and money and see that they are used for the best interests of the Indians and that the rents, profits and income thereof are applied to their benefit... The overseer of each tribe, except in the county of Litchfield, shall annually settle his account of the concerns of such tribe with the court from which he received his appointment and report</p>

	to that court the amount and condition of the fund of such tribe, his estimate of the value of their lands, the income annually received and appropriated and expended by him for their benefit, specifying the items furnished and received, and also the number and condition of such tribe... Conn. Gen. Stat. § 5057 (1930).
1949	The commissioner of welfare is authorized to act as overseer of all tribes of Indians residing in the State, and said commissioner shall annually settle his account of the affairs of each tribe with the comptroller... Said commissioner, as such overseer, shall have the general care and management of the property of any Indian residing upon a reservation owned or maintained by the State. Said commissioner shall cause the property of such Indians to be used for their best interest, and the rents, profits and income therefrom to be applied to their benefit. Conn. Gen. Stat. § 7168 (1949 Revision).

24. The current version of these statutes, enacted in 1961, is Conn. Gen. Stat. § 47-65(a), which provides that the “Commissioner of Energy and Environmental Protection with the advice of the Indian Affairs Council shall have the care and management of reservation lands.” Similarly, Conn. Gen. Stat. § 47-66 codifies the duty to care for and control tribal funds.

25. Based on these statutes, the State, as a fiduciary for STN, is in control and supervision of, and entrusted to manage, STN land and STN tribal funds. Since at least 1757, the Colony, and then the State of Connecticut, has had a duty to represent the interests of STN. In the State’s role as a fiduciary to STN, the State was and is duty bound to act with the highest degree of trust and confidence towards STN, and was and is required to use its superior knowledge, skill, and expertise for the benefit of STN.

26. Beginning in 1801, the State took STN land without just compensation. Abraham Fuller went before the State General Assembly and stated that as Overseer for the State, he had spent \$400 to support STN. Fuller did not provide any documentation in support of his assertion. Fuller sought reimbursement from the State, and proposed that STN land be sold to satisfy STN’s purported debt. Fuller filed a petition “praying for liberty to sell enough land belonging to aforesaid Indians as will satisfy the debt,” with any additional money from the sale to be “exclusively appropriated for the use of the [STN].” In April 1801, a committee appointed by the

State General Assembly recommended the sale of STN land requested by Overseer Fuller to satisfy this debt, finding that it would be of “essential benefit to the [STN] and to the public.”

27. Thereafter, the General Assembly, finding that STN “own a piece of land in the western part of Kent” which could be sold to resolve the purported debt and to support STN, authorized and empowered new Overseers Hemen Swift and John Tallmadge to sell an amount of that land sufficient to “Discharge the said [\$400] Debt and also to erect for the use of the [STN] six houses or Wigwams on which may in the whole be expended not exceeding Two Hundred Dollars” The Overseers would exceed this statutory authority by, among other things, selling enough STN land to generate \$4332.99 in proceeds — more than *ten times* the amount they were authorized to collect.

28. The General Assembly further directed that as to these land takings and sales, “the residue thereof [was] to remain or place on Interest for [STN's] benefit,” and authorized further that “for the residue of the purchase Money of the Land so sold, a Term of Credit may be given at the discretion of [the Overseers], the same being well secured by Mortgage or otherwise and the Interest thereof” paid to compensate STN for the land sold. For these land sales, the Overseers were required to “render their Account of such Sale, expenditures, and expences [sic] to this or some future Session of the [General] Assembly.”

29. Although the Overseers had fiduciary obligations under the operative statutes to properly manage STN land and STN Tribal Funds, the Overseers repeatedly mismanaged STN's property and fell short of their statutory duties. For instance, on September 1, 1801, Overseers Swift and Tallmadge transferred 1,129 acres — roughly *forty-five percent* of STN's total land — to (a) Ebenezer Preston, Jr., (600 acres for \$1,000); (b) Ephraim Beardsley, Jr., (370 acres for \$1,666.66); and (c) John Raymond (159 acres for \$1666.33). The total sales for these transactions

was \$4,332.99, of which \$3,000 in purported mortgages were recorded in the Kent land records. Even though Ephraim Beardsley had a mortgage for \$1,000, the Overseer allowed Beardsley to only repay \$840 in principle, and received a release of the mortgage recorded by Abel Beach in Kent Land Records Volume 10, Page 438. If that \$840 was collected by the Overseer, it was never paid to STN. Further, there is no record indicating that Ebenezer Preston or John Raymond repaid the principle and interest owed on their mortgages, though both Preston's and Raymond's mortgages were released. As a result, STN land was taken not only without the requisite just compensation, but without any compensation at all. Based on the principal amount, and adding compounded interest at a conservative rate of 6%, STN is due just compensation in excess of \$600 million as to these three takings.

30. Thus began a pattern of STN land being taken without just compensation by the State acting through its representatives, the Overseers. At least 91 mortgages, detailed below, totaling more than \$45,000, were made in this manner throughout the 19th century, as reflected in the land records of Kent ("KLR"), Sherman ("SR"), and New Milford ("NM") :

Year	Town/ Vol/Page	Acres	Mortgagor	Mortgage	Presumed Principal	Presumed Interest
1801	KLR 10/107	159+45	John Raymond	\$1,000.00	\$0.00	\$254.00
1801	KLR 10/108	600	Ebernezer Preston	\$1,000.00	\$800.00	\$48.00
1801	KLR 11/109	370	Ephraim Beardsley	\$1,000.00	\$0.00	\$154.00
1803	KLR 10/229	70	Jabez Beardsley	\$200.00	\$191.50	\$0.00
1803	KLR 10/230	21.5	John Lain	\$200.00	\$0.00	\$36.00
1803	KLR 10/231	24	Richard Lain	\$100.00	\$0.00	\$36.00
1803	KLR 10/233	70	J. Beardsley	\$150.00	\$0.00	\$12.00
1803	KLR 10/234	108.5	G. Hurd	\$400.00	\$0.00	\$530.00
1805	KLR 11/41	370	Dr. Raymond	\$1,466.48	\$0.00	\$765.92

Year	Town/ Vol/Page	Acres	Mortgagor	Mortgage	Presumed Principal	Presumed Interest
1805	KLR 10/299		P. Beardsley	\$128.34	\$0.00	\$253.55
1805	KLR 11/81	60.5	E. Stone	\$150.00	\$0.00	\$239.84
1807	KLR 11/406	60.5	Emerson Cogswell	\$700.00	\$0.00	\$33.00
1810	KLR 12/132	24	Richard Lain	\$200.00	\$16.00	\$220.11
1811	KLR 12/233	8.5	Lewis Spooner	\$100.00	\$0.00	\$134.88
1812	KLR 12/311	46	John and Titus Hubbard	\$200.00	\$0.00	\$48.00
1813	KLR 12/382	100	J. Swift	\$1,200.00	\$50.00	\$1,479.00
1814	KLR 13/72	21	D&D Moorehouse	\$150.00	\$0.00	\$110.75
1814	KLR 13/135	21.25	D&D Moorehouse	\$200.00	\$0.00	\$133.00
1815	KLR 13/193	143	Cushman Hubbell	\$500.00	\$0.00	\$185.76
1817	KLR 14/162	36	R.B. Stevenson	\$200.00	\$0.00	\$417.00
1817	KLR 14/178	143	E & A Hubbell	\$500.00	\$0.00	\$95.76
1818	KLR 14/179	30	James Moorehouse	\$350.00	\$0.00	\$0.00
1819	KLR 14/282	17.5	Wells Beardsley	\$400.00	\$0.00	\$106.65
1821	KLR 14/293	50	John Hurd	\$400.00	\$0.00	\$0.00
1821	KLR 15/1	80	Clark Beardsley	\$350.00	\$0.00	\$201.19
1821	KLR 14/414	108.5	John Hurd	\$400.00	\$0.00	\$122.00
1821	KLR 15/15	25	Damon & Hiram Converse	\$500.00	\$0.00	\$534.25
1822	KLR 15/41	38	Robert Ogden	\$400.00	\$0.00	\$166.79
1824	KLR 15/153	16	Daniel P Lane	\$160.00	\$0.00	\$158.11
1826	KLR 15/283	100	Joseph Skiff	\$700.00	\$0.00	\$253.86
1827	KLR 16/12	50	Matthais Lane	\$200.00	\$0.00	\$84.00
1827	KLR 16/13	50	Matthais Lane	\$430.00	\$0.00	\$0.00
1830	KLR 16/244	45.5	Bennett Bates	\$200.00	\$0.00	\$279.20
1831	KLR 16/203	75	Aaron Beardsley	\$300.00	\$0.00	\$91.82

Year	Town/ Vol/Page	Acres	Mortgagor	Mortgage	Presumed Principal	Presumed Interest
1832	KLR 17/35	34	Bethel/Harm. Smith	\$366.67	\$0.00	\$299.00
1832	KLR 17/48	100	Harvey Smith	\$800.00	\$0.00	\$506.25
1833	KLR 17/169	60	Elias Lain	\$600.00	\$200.00	\$218.00
1835	KLR 17/323	80	Orvin Cogshall	\$1,000.00	\$0.00	\$661.13
1838	KLR 18/124	13	Sylvia Geer	\$200.00	\$0.00	\$87.34
1838	KLR 18/125	50	Clark Beardsley	\$120.00	\$60.00	\$79.20
1838	KLR 18/119	25	Hiram Converse	\$500.00	\$0.00	\$0.00
1839	KLR 18/165	30	Eber Peters	\$500.00	\$0.00	\$352.00
1840	KLR 19/50	1	Elalda Osborne	\$240.00	\$0.00	\$119.00
1844	KLR 20/61	25	David B. Lane	\$200.00	\$0.00	\$48.00
1844	KLR 20-74	40	Alden Swift	\$1,100.00	\$0.00	\$508.25
1844	KLR 20/63	66	Alden Swift	\$600.00	\$0.00	\$0.00
1844	KLR 20/69	45	Wm/Nathan Geer	\$400.00	\$0.00	\$92.00
1846	KLR 20/190	40	Daniel Moorehouse	\$366.00	\$0.00	\$106.33
1846	KLR 20/114	70	Barnabas Hatch	\$546.30	\$0.00	\$174.29
1846	KLR 20/155	100	Robert Ogden	\$782.50	\$0.00	\$377.55
1846	KLR 20/160	5.5	Allen Lain	\$100.00	\$36.00	\$43.00
1846	KLR 20/168	4.5	Homer Edwards	\$300.00	\$0.00	\$126.60
1846	KLR 20/190	40	Daniel Moorehouse	\$366.20	\$0.00	\$106.33
1847	KLR 20/232	30	Homer Edwards/Charles Smith	\$1,100.00	\$0.00	\$388.25
1848	KLR 20/289	110	SH Chamberlain	\$760.00	\$0.00	\$182.00
1849	KLR 20/357	33	Daniel P Lain	\$150.00	\$0.00	\$48.00
1851	NM 43/488	24	Curtis Kinney	\$450.00	\$0.00	\$21.37
1851	KLR 20/478	60	Richard Stevenson	\$200.00	\$0.00	\$0.00
1852	KLR 21/43	85	Mary Hatch	\$1,000.00	\$500.00	\$0.00

Year	Town/ Vol/Page	Acres	Mortgagor	Mortgage	Presumed Principal	Presumed Interest
1852	SR 28/478	50	Sereno & Philo Swift	\$500.00	\$100.00	\$0.00
1852	NM 45/84	13	George Hallock	\$400.00	\$400.00	\$38.00
1853	KLR 21/114	90	Orrin Hurd	\$450.00	\$0.00	\$0.00
1854	KLR 21/149	80	Aaron Smith	\$1,000.00	\$0.00	\$0.00
1855	KLR 23/8	47	George Hall	\$450.00	\$0.00	\$0.00
1856	KLR 23/69	6.75	Homer Edwards	\$318.00	\$0.00	\$0.00
1856	KLR 23/68	16	Joseph B. Cass	\$250.00	\$0.00	\$43.00
1856	KLR 23/152	76	George N. Ives	\$350.00	\$50.00	\$205.00
1857	KLR 23/162	47	John Lovell	\$500.00	\$450.00	\$64.50
1858	KLR 23/187	80	Hiram Jennings	\$1,000.00	\$0.00	\$240.00
1859	KLR 23/320	10	Edward Judd	\$1,000.00	\$0.00	\$0.00
1861	KLR23/318	100	Daniel Lain	\$782.50	\$0.00	\$46.95
1864	KLR 23/376	50	Walter B. Camp et al	\$600.00	\$0.00	\$36.00
1864	KLR 23/392	2	Edward Lain	\$300.00	\$300.00	\$54.00
1864	KLR 23/399	53	William Newton	\$1,000.00	\$0.00	\$240.00
1866	KLR 23/463	85	John Ellsworth	\$1,000.00	\$350.00	\$206.91
1867	KLR 23/571	180	Daniel Finn	\$500.00	\$193.50	\$0.00
1870	KLR 25/93	38	William Lewis	\$325.00	\$325.00	\$19.95
1870	KLR 25/134	27	Joseph E. Dwy	\$100.00	\$0.00	\$100.00
1873	KLR 25/237	46	Harriett Buckingham	\$500.00	\$210.00	\$0.00
1874	KLR 25/302	8	John W. Lain	\$500.00	\$500.00	\$0.00
1875	KLR 25/417	8	John W. Lain	\$200.00	\$50.00	\$0.00
1875	KLR 25/418	60	Daniel Hall	\$500.00	\$500.00	\$0.00
1877	NM 54/18	80	Phebe Edwards	\$200.00	\$0.00	\$120.00
1881	KLR 27/12	54	H & F Buckingham	\$750.00	\$0.00	\$691.34

Year	Town/ Vol/Page	Acres	Mortgagor	Mortgage	Presumed Principal	Presumed Interest
1881	NM 55/303	14.5	William Talbot	\$1,400.00	\$50.00	\$1,417.50
1892	KLR 27/24	85	John Ellsworth	\$150.00	\$0.00	\$0.00
1895	KLR 27/402	3	Sophia Mallory	\$500.00	\$0.00	\$22.90
1896	KLR 27/443	80	James P. Cummings	\$600.00	\$0.00	\$291.87
1900	KLR 27/512	27.5	John Roach	\$600.00	\$0.00	\$36.00
1904	SR 9/327	109	Farry Green	\$400.00	\$385.00	\$102.25
1918	KLR 28-621	76	Frederick Johnson	\$350.00	\$0.00	\$0.00

31. STN did not receive the benefit of these mortgages. At most, only 21 of the 102 mortgages were released upon purported repayment, as indicated by releases in the land records. However, no corresponding payment of mortgage principal was ever made to STN, and no corresponding credits of mortgage principal were ever credited back to any STN account. For 81 mortgages, the land records reflect that the mortgages were not released, much less repaid. STN received neither principal nor interest from those land transactions. The land records also show no evidence of the State's Overseers *ever* taking legal action to collect from delinquent debtors by way of foreclosure proceedings.

32. In addition, there are at least 32 unsecured notes tied to STN land and funds, including one to the Township of Kent, which notes were never repaid.

33. Although the State Overseers were required to present an accounting to the Connecticut Circuit Court or Superior Court in Litchfield or New Milford, these intermittent "accountings" did not properly document the "STN bank" activities. Rather, it is apparent that the Overseers misappropriated STN's funds to benefit themselves, their associates and non-STN parties, and never properly accounted for the unpaid funds.

34. Subsequent records from the Connecticut State Park and Forest Commission, and then the Department of Public Welfare, show the recordation of interest, and later principal, from only the last-released mortgage. That mortgage was released in 1943, and the entire principal amount plus one year of 5% simple interest was credited to the State's "Schaghticoke Indian Fund." STN never received that money, and the State has refused to account for it. On this one taking alone, using a conservative 6% interest rate, STN is due in excess of \$3.5 million.

35. On January 12, 2015, STN requested in writing that the State provide an accounting. The State has failed to do so.

36. On January 27, 2016, representatives of STN met with Graham Stevens, Director of Constituent Affairs and Land Management for the Connecticut Department of Energy & Environmental Protection. Mr. Stevens could provide no documentation of STN ever receiving just compensation as to any of the aforementioned land transactions, loans and other STN assets. He conceded that "at least one" of the releases was "improper," since there was no evidence STN had ever been compensated in connection with that particular taking.

37. Conn. Gen. Stat. § 47-66 states that "[t]ribal funds shall be under the care and control of the Commissioner of Energy and Environmental Protection Said commissioner shall annually settle his accounts of the affairs of each tribe with the Comptroller, and his report to the Governor shall furnish, with respect to each tribe, a statement of the amount and condition of its fund, an estimate of the value of its lands and the income annually received and the expenditures made by said commissioner from such fund."

38. The State, including DEEP Commissioner Klee, has failed to do so. By failing to comply with Conn. Gen. Stat. § 47-66, DEEP Commissioner Klee has breached his statutory fiduciary obligations to STN, and those of the State, and acted in excess of, and in violation of,

such statutory obligations. The State and Commissioner Klee also violated their common law obligations to STN.

39. STN is entitled to an accounting to determine the full amount of compensation due STN as a result of the State's taking of STN land, including with respect to all of STN's property interests, cash, mortgages and investments.

II. The State's Violation of Its Duties and Obligation to STN Is Continuing

40. Connecticut's breaches of its fiduciary duties and obligations to STN, as set forth above, continue to this day, and has been exacerbated by Connecticut's shameful history of dismissing and disparaging STN, most recently in regard to STN's application for federal recognition.

41. STN's application for federal recognition began more than three decades ago. Federal recognition would give STN more autonomy, along with benefits such as housing for its elders, healthcare for its tribal members, and educational programs. Nevertheless, Connecticut, acting on behalf of — or at the very least, for the intended benefit of — the Mashantucket Pequot and Mohegan Tribes, has blocked STN's federal recognition efforts at every turn.

42. Those efforts increased in earnest in 2004, *after* STN had been granted federal recognition. The federal Bureau of Indian Affairs ("BIA") issued a final determination ("Final Determination") concluding that STN "satisfies all seven criteria for Federal acknowledgement as a tribe in 25 C.F.R. § 83.7, and therefore meets the requirements for a government-to-government relationship with the United States." According to the BIA, "the consensus among the [Office of Federal Acknowledgment]'s highly trained research staff was that the STN Petition was among the best and most thoroughly researched petitions ever reviewed by the BIA."

43. Fearing that STN would develop a third tribal casino in the State, the State initiated a political campaign between 2004 and 2005 aimed at overturning the Final Determination. State officials engaged in unprecedented acts to pressure the U.S. Department of Interior (“Interior Department”) to reverse federal recognition and enable the Mashantucket Pequot and Mohegan Tribes to maintain their monopoly over casino gaming within the State. These actions stand in stark contrast to the State’s actions toward the Mashantucket Pequot and Mohegan Tribes, where the State consented to, and even pushed for, federal recognition for both; thus paving the way for their tribal casinos.

44. On the very same day STN earned its well-deserved federal recognition, State officials immediately launched an attack to strip STN of its recognition rights, telling the press that the Final Determination was “extremely disappointing” because it would “enable [STN] to build a casino.” The Connecticut Attorney General decried the Final Determination as “outrageou[s]” and “unforgivable,” and promised to pursue an appeal. Insofar as the Secretary of the Interior had participated in the decision-making process leading to the Final Determination, federal and State officials lobbied to prompt her to start an investigation by, *inter alia*, sending letters to the Secretary of the Interior requesting that she “personally conduct an internal investigation of [the Final Determination] matter” due to purported “inadequacies in [STN’s] application”; engaging in *ex parte* communications to influence the Secretary of the Interior, which conduct the United States District Court of Connecticut found “at the very least, appears improper and thus threatens to subvert the integrity of the appeal process itself”; and threatening to tell the President that the Secretary of the Interior “ought to be fired.”

45. Eventually, the Inspector General of the Department of the Interior, at the Secretary of the Interior and Connecticut Senators’ requests, undertook a comprehensive investigation of the

Final Determination. The Inspector General rejected the State's "story," concluding that there was "no evidence to support the allegation that lobbyists or representatives of [STN] directly or indirectly influenced BIA officials to grant federal acknowledgement to [STN]."

46. The Connecticut Governor — displeased with results of the investigation — wrote a letter to the Connecticut delegation to share her "dismay and disbelief...that there was no wrongdoing in the decision that granted federal recognition to [STN]." The Governor proclaimed that "[t]his unsupportable decision begs more than ever for an immediate investigation into the entire recognition process at the BIA, as well as immediate legislative initiatives to repair the seriously flawed existing tribal recognition process."

47. In response, Connecticut elected officials promptly appealed the Final Determination to the Department of the Interior's Board of Indian Appeals. Also, one of Connecticut's members of Congress went so far as to introduce legislation on March 3, 2005 entitled "the Schaghticoke Acknowledgement Repeal Act of 2005," for the express purpose of overturning the Final Determination.

48. On May 12, 2005, the Interior Board of Indian Appeals vacated the Final Determination and remanded it for further review. Ultimately, on Columbus Day of 2005, the State succeeded in its efforts to strip STN of its federal recognition. Bowing to pressure from a cadre of ulterior-motivated Connecticut officials, the Associate Deputy Secretary of the Interior reversed field and suddenly concluded that STN did not meet the requirements for federal recognition ("Reconsidered Final Determination").

49. Despite the adverse Reconsidered Final Determination, and in the face of continuing discrimination and disparagement by the State, STN has continued its efforts to obtain federal recognition. In 2014, the BIA issued a proposed rule that "would revise regulations

governing the process and criteria by which the [BIA] acknowledges an Indian tribe” for the purpose of, *inter alia*, making the process and criteria “more transparent, promote consistent implementation, and increase timeliness and efficiency.”

50. True to form, during and after the comment period on the 2014 proposed rule, Connecticut officials and members of the State’s congressional delegation attempted to strong-arm the BIA into adopting provisions that would prevent STN from gaining federal recognition.

51. In June 2015, the BIA issued its final rule. STN met the revised requirements for federal recognition set forth in the final rule. STN continues to seek this federal recognition in order to improve the health, safety and economic well-being of its members, and to obtain the equal sovereign dignity that every Native American tribal nation rightfully deserves.

CLAIMS FOR RELIEF

COUNT ONE

Unconstitutional Takings—Fifth Amendment and Fourteenth Amendment of the United States Constitution

52. Plaintiff fully incorporates the foregoing paragraphs and allegations of the Complaint as though set forth fully herein.

53. The actions set forth above resulted in an unconstitutional taking of STN land without just compensation, in violation of STN’s Fifth Amendment and Fourteenth Amendment rights. STN was and remains entitled to just compensation for the taking of its property. Defendant State of Connecticut has failed to pay STN just compensation, as required by the Fifth Amendment and the Fourteenth Amendment of the United States Constitution.

54. The Takings Clause of the Fifth Amendment requires that just compensation be awarded for a taking. As incorporated through the Fourteenth Amendment, the Takings Clause

mandates that states make reasonable, certain and adequate provisions for paying just compensation. The Takings Clause trumps any assertion of state sovereign immunity.

55. This claim is timely asserted including for the following reasons: (a) pursuant to Conn. Gen. Statute § 47-61, Connecticut is prohibited from asserting that STN's claim is time-barred, and as such, this claim is within the statute of limitations; (b) the claims asserted herein constitute a continuing violation; (c) STN's claims were inherently unknowable; and (d) STN's claims did not accrue, or were tolled, by reason of the State's fiduciary relationship with STN, which is continuing.

56. By reason of the State's taking of STN's property without just compensation, STN is entitled to damages of not less than **\$610,513,714** dollars, including accrued pre-judgment interest, plus attorney's fees and costs.

COUNT TWO

Unconstitutional Takings—Article One, Section Eleven of the Connecticut Constitution

57. Plaintiff incorporates the foregoing paragraphs and allegations of the Complaint as though set forth fully herein.

58. The actions set forth above resulted in an unconstitutional taking of STN land without just compensation in violation of STN's Article One, Section 11 rights. An unconstitutional taking occurs when there is a substantial interference with private property which destroys or nullifies its value or by which the owner's right to its use or enjoyment is in a substantial degree abridged or destroyed.

59. STN was and remains entitled to just compensation for the taking of its property. Defendant State of Connecticut has failed to pay STN just compensation, as required by Article One, Section Eleven of the Connecticut Constitution. Additionally, Connecticut common law prior to 1818 provided damages for the violation of rights substantially similar to Article One,

Section Eleven. The doctrine of sovereign immunity is not available to the State as a defense to claims for just compensation arising under article first, § 11, of the Connecticut Constitution. To be clear, STN challenges not the validity of the land takings made the basis of this suit, but rather the State's failure to render just compensation.

60. This claim is timely asserted including for the following reasons: (a) pursuant to Conn. Gen. Statute § 47-61, Connecticut is prohibited from asserting that STN's claim is time-barred, and as such, this claim is within the statute of limitations; (b) the claims asserted herein constitute a continuing violation; (c) STN's claims were inherently unknowable; and (d) STN's claims did not accrue, or were tolled, by reason of the State's fiduciary relationship with STN, which is continuing.

61. By reason of the State's taking of STN's property without just compensation, STN is entitled to damages of at least **\$610,513,714.00** dollars, including accrued pre-judgment interest, plus attorney's fees and costs.

COUNT THREE

Due Process—Article One, Section Eight of the Connecticut Constitution

62. Plaintiff incorporates the foregoing paragraphs and allegations of the Complaint as though set forth fully herein.

63. Article One, Section Eight of the Connecticut Constitution prohibits the deprivation of property without due process of law.

64. The actions set forth above resulted in the taking of STN's property without reasonable notice and an opportunity to be heard prior to being deprived of its property interests. The STN property interest was fundamentally protected. STN was given no opportunity to be heard prior to Defendant State of Connecticut taking and selling its property without just compensation.

65. The opportunity to be heard must be granted at a meaningful time and in a meaningful manner. These fundamental requirements apply to the deprivation of any significant property interest. The actual dispossession of property here was so severe that notice and a meaningful opportunity to be heard prior to the taking were required by the due process clause.

66. Additionally, STN has a right to pursue its constitutional claims pursuant to the open courts provision of Article One, Section Ten of the Connecticut Constitution. Connecticut common law, prior to 1818, provided damages for violation of these rights, and Section Ten incorporated same into a constitutionally-based damages and/or injunctive and declaratory remedy. This deprivation of due process is even more pronounced given the fiduciary relationship between Defendant State of Connecticut and STN, and the attendant fiduciary duties owed by Connecticut to STN.

67. This claim is timely asserted including for the following reasons: (a) pursuant to Conn. Gen. Statute § 47-61, Connecticut is prohibited from asserting that STN's claim is time-barred, and as such, this claim is within the statute of limitations; (b) the claims asserted herein constitute a continuing violation; (c) STN's claims were inherently unknowable; and (d) STN's claims did not accrue, or were tolled, by reason of the State's fiduciary relationship with STN, which is continuing.

68. By reason of the State's unconstitutional conduct, in violation of Article One, Sections Eight and Ten of the Connecticut Constitution, STN is entitled to damages of not less than **\$610,513,714.00** dollars, including accrued pre-judgment interest, plus attorney's fees and costs. Additionally and in the alternative, because the State has violated STN's constitutional rights, STN seeks and is entitled to declaratory relief in the form of a judgment declaring same,

and injunctive relief including an Order by this Court establishing and directing a resulting or constructive trust for the purpose(s) set forth herein.

COUNT FOUR

State of Connecticut: Breach of Fiduciary Duty

69. Plaintiff incorporates the foregoing paragraphs and allegations of the Complaint as though set forth fully herein.

70. At all relevant times, the State of Connecticut (and, prior to 1788, the Colony of Connecticut) owed a fiduciary duty to STN to protect STN's land, to ensure that proceeds from the use or sale of STN's land were placed in STN's tribal account, and to ensure that the tribal accounts were properly maintained.

71. The State breached that fiduciary duty by selling STN's lands and issuing mortgages with the proceeds, but not providing STN with the full benefit of the land sale and mortgage proceeds.

72. As a result of this breach of fiduciary duty, STN is entitled to monetary damages of not less than **\$610,513,714.00** dollars, plus attorney's fees and costs.

COUNT FIVE

Commissioner Klee: Injunctive and Declaratory Relief

73. Plaintiff incorporates the foregoing paragraphs and allegations of the Complaint as though set forth fully herein.

74. Conn. Gen. Stat. § 47-66 states that "Tribal funds shall be under the care and control of the Commissioner of Energy and Environmental Protection Said commissioner shall annually settle his accounts of the affairs of each tribe with the Comptroller, and his report to the Governor shall furnish, with respect to each tribe, a statement of the amount and condition of its

fund, an estimate of the value of its lands and the income annually received and the expenditures made by said commissioner from such fund.”

75. Commissioner Klee has failed to do so. By failing to comply with Conn. Gen. Stat. § 47-66, he has acted in excess of, and in violation of, the authority required and directed by the statute. Where an official fails to carry out the clear directive and mandatory duty of such a statute, and fails to comply with that governmental policy, STN’s right to be free from the resulting consequences outweighs any interests served by sovereign immunity.

76. Additionally, since the State established a separate fund and account for STN funds relating to the land takings set forth above, there is no legitimate basis for an assertion of sovereign immunity. Moreover, Commissioner Klee’s wrongful conduct, while certainly consistent with the State’s historically dismissive attitude towards STN’s rights, promotes an illegal purpose in excess of his statutory authority.

77. The failure of Commissioner Klee to provide an accounting and related documentation as required by Conn. Gen. Stat. § 47-66 clearly demonstrates an incursion upon STN’s constitutionally protected property and due process interests, as set forth hereinabove.

78. STN has an interest, legal or equitable, by reason of danger of loss or of uncertainty as to its rights or other jural relations, and there is an actual bona fide and substantial question or issue in dispute or substantial uncertainty of legal relations which requires settlement between the parties.

79. This claim is timely because an accounting is presently due. Additionally, this claim is timely because, *inter alia*, (a) an accounting claim does not accrue until the trustee repudiates the trust relationship sufficiently enough to put the beneficiary on notice of the repudiation, which Defendant has not done to date; (b) pursuant to Conn. Gen. Statute § 47-61,

Defendant is prohibited from asserting that STN's claim is time-barred; (c) Defendant's mismanagement of STN land and STN's tribal funds and failure to properly account constitute a continuing violation; (d) STN's claims were inherently unknowable; and/or (e) given the fiduciary nature of the relationship between STN and the State as to the care and management of STN's land and funds, any time bar is tolled during the existence of the fiduciary relationship.

80. STN is entitled to declaratory and injunctive relief including a declaratory judgment as to STN's rights and Commissioner Klee's obligations under Conn. Gen. Statute §§ 47-65 and 47-66, including that Commissioner Klee is in violation of these statutes by failing to account for STN funds; and an Order to compel Commissioner Klee to comply with his official statutory obligations under Conn. Gen. Stat. § 47-66, including his obligation to annually account for and settle the accounts of the affairs of STN and provide a statement of the amount and condition of its fund, an estimate of the value of its lands, and the income annually received and the expenditures made by said Commissioner from such fund, and to make tribal funds, including the Schaghticoke Indian Fund, whole.

COUNT SIX

State of Connecticut: Injunctive and Declaratory Relief

81. Plaintiff incorporates the foregoing paragraphs and allegations of the Complaint as though set forth fully herein.

82. STN seeks declaratory and injunctive relief on the basis that the State has violated STN's constitutional rights in the manner set forth above, and on the basis of the wrongful conduct to promote an illegal purpose in excess of a State official's statutory authority in the manner set forth above.

83. STN has an interest, legal or equitable, by reason of danger of loss or of uncertainty as to its rights or other jural relations, and there is an actual bona fide and substantial question or

issue in dispute or substantial uncertainty of legal relations which requires settlement between the parties.

84. Additionally, since the State established a separate fund and account for STN funds relating to the land takings set forth above, there is no legitimate basis for an assertion of sovereign immunity. The funds have always been with the State, prior to and through Conn. Gen. Stat. § 47-66.

85. This claim is timely because an accounting is presently due. STN made a written request for an accounting in a letter sent to Attorney General Jepsen dated January 12, 2015. STN then met with Attorney General Jepsen six weeks later, at which time he promised to look into the matter and respond further. He never did.

86. On January 27, 2016, almost a year later and after multiple requests made to the State, STN was able to arrange a meeting with the Connecticut Department of Energy & Environmental Protection. STN reiterated its demand for an accounting. No accounting has been provided.

87. Additionally, this claim is timely because, *inter alia*, (a) an accounting claim does not accrue until the trustee repudiates the trust relationship sufficiently enough to put the beneficiary on notice of the repudiation, which Defendant has not done to date; (b) pursuant to Conn. Gen. Statute § 47-61, Defendant is prohibited from asserting that STN's claim is time-barred; (c) Defendant's mismanagement of STN land and STN tribal funds and failure to properly account constitute a continuing violation; (d) STN's claims were inherently unknowable; and/or (e) given the fiduciary nature of the relationship between STN and the State as to the care and management of STN land and funds, any time bar is tolled during the existence of the fiduciary relationship.

88. STN therefore seeks a declaratory judgment that the State of Connecticut owes a trust and fiduciary duty to STN as to the land and/or funds made the basis of this lawsuit, with its resulting obligations as to same; a declaratory judgment as to STN's rights and the State's obligations under Conn. Gen. Statute §§ 47-65 and 47-66, including that the State has violated these statutes by failing to annually account for and settle STN funds; injunctive relief in the form of an accounting to ascertain the amount of STN tribal funds, including the Schaghticoke Indian Fund, and including an accounting and related documentation as required to comply with Conn. Gen. Stat. §§ 47-65 and 47-66; and injunctive relief in the form of the Court imposing a resulting or constructive trust in favor of STN, to protect its interest in the subject funds and to ensure that those funds are used for the benefit of STN, and to make tribal funds, including the Schaghticoke Indian Fund, whole.

PRAYER FOR RELIEF

89. WHEREFORE, Plaintiff STN respectfully prays for the following:
- (A) A money judgment in its favor against the State of Connecticut in the amount of at least six hundred ten million, five hundred thirteen thousand, seven hundred fourteen (**\$610,513,714.00**) dollars, including accrued pre-judgment interest at the highest rate permitted by law; post-judgment interest; costs of suit; and attorneys' fees;
 - (B) Declaratory and injunctive relief as follows:
 - a. as to Count Three, declaratory relief in the form of a judgment declaring the State has violated STN's constitutional rights, and injunctive relief including an Order by this Court establishing and directing a resulting or constructive trust;
 - b. as to Count Five, a declaratory judgment that the State of Connecticut owes a trust and fiduciary duty to STN as to the land and/or funds made the basis of this lawsuit, with its resulting obligations as to same; a declaratory judgment as to STN's rights and the State's obligations under Conn. Gen. Statute §§ 47-65 and 47-66, including that the State has violated these statutes by failing to annually account for and settle STN funds; injunctive relief in the form of an accounting to ascertain the amount of STN tribal funds, including the Schaghticoke Indian Fund, and including an accounting and related documentation as required to comply with Conn. Gen. Stat. §§ 47-65 and 47-66; and injunctive relief in the form of the Court imposing a resulting or constructive trust in favor of STN, to protect its interest in the subject funds and

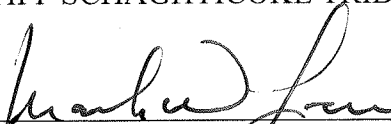
to ensure that those funds are used for the benefit of STN, and to make tribal funds, including the Schaghticoke Indian Fund, whole;

- c. as to Count Six, a declaratory judgment that the State of Connecticut owes a trust and fiduciary duty to STN as to the land and/or funds made the basis of this lawsuit, with its resulting obligations as to same; a declaratory judgment as to STN's rights and the State's obligations under Conn. Gen. Statute §§ 47-65 and 47-66, including that the State has violated these statutes by failing to annually account for and settle STN funds; injunctive relief in the form of an accounting to ascertain the amount of STN tribal funds, including the Schaghticoke Indian Fund, and including an accounting and related documentation as required to comply with Conn. Gen. Stat. §§ 47-65 and 47-66; and injunctive relief in the form of the Court imposing a resulting or constructive trust in favor of STN, to protect its interest in the subject funds and to ensure that those funds are used for the benefit of STN, and to make tribal funds, including the Schaghticoke Indian Fund, whole.

- (C) Such other relief as law and equity may justify, and which this Court deems just and proper.

Respectfully submitted,

PLAINTIFF SCHAGHTICOKE TRIBAL NATION

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**CERTIFICATE OF JOINDER OF/OR
NOTICE TO INTERESTED PERSONS**

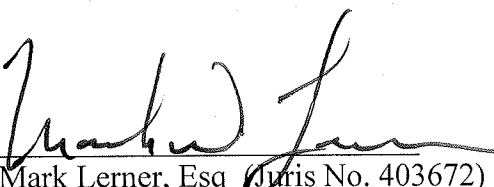
Pursuant to Connecticut Practice Book § 17-56(b), the Plaintiff, Schaghticoke Tribal Nation, hereby certifies that all persons interested in the subject matter of the attached complaint have either been joined as parties to the action or given reasonable notice thereof. The parties to whom notice was given by certified mail, return receipt requested, the addresses to which notice was sent, and the nature of their interests are as follows:

Respectfully submitted,

PLAINTIFF SCHAGHTICOKE TRIBAL NATION

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Attorneys for Plaintiff

RETURN DATE: NOVEMBER 15, 2016

-----X	:	
SCHAGHTICOKE TRIBAL NATION,	:	SUPERIOR COURT
	:	
<i>Plaintiffs,</i>	:	JUDICIAL DISTRICT OF
	:	HARTFORD
v.	:	
	:	AT HARTFORD
STATE OF CONNECTICUT, and	:	
ROB KLEE, in his official capacity as Commissioner	:	October 13, 2016
of the Connecticut Department of Energy and	:	
Environmental Protection	:	
	:	
<i>Defendants.</i>	:	
-----X	:	

STATEMENT OF AMOUNT IN DEMAND

The Amount, Legal Interest or Property in Demand is Fifteen Thousand (\$15,000.00) Dollars or More, Exclusive of Interest and Costs.

PLAINTIFF SCHAGHTICOKE TRIBAL NATION

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