

**Little Traverse Bay  
Bands of Odawa Indians  
Tribal Court  
Civil Division**

**OPINION AND ORDER**



Court Address: 911 Spring St., Petoskey, MI 49770

Phone: 231-242-1462 ~ Fax: 231-242-1470

**Case No: C-258-0723**

<b>Petitioner:</b> Shanna Shananaquet 4044 Greenwood Rd. Petoskey, MI 49770  <b>Attorney: <i>In Pro per</i></b>	<b>v.</b>	<b>Respondent:</b> O.E.A.H.C. Board of Directors  <b>Attorney: James A. Bransky (P38713)</b>
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**BACKGROUND INFORMATION**

This matter is before the Court on a Complaint filed by Plaintiff, Shanna Shananaquet on July 3, 2023, against the Odawa Economic Affairs (Administration) Holding Corporation (the O.E.A.H.C./Board of Directors). Throughout the proceedings, the Plaintiff appeared *in pro per*. The O.E.A.H.C./Board of Directors were represented by Attorney James A. Bransky, General Counsel for Little Traverse Bay Bands of Odawa Indians (LTBB).

**SUMMARY OF PROCEEDINGS**

The Court proceedings involved several status conferences with particular Court hearings and filings of note:

September 14, 2023—Plaintiff and Counsel for Defendant discussed their relative positions. The Court requested a more detailed explanation of Plaintiff's case and anticipated a specific response from LTBB Counsel.

October 2, 2023—Filing from Plaintiff—a list of requests including a comprehensive timeline of events.

Also Included were: Contract of Employment dated September 23, 2021;  
O.E.A.H.C. Corporation Charter and as Amended;

O.E.A.H.C. Board of Directors Special Meeting September 23, 2021 Approved Minutes;  
O.E.A.H.C. Employee Personnel Policies Handbook; and  
O.E.A.H.C. Administrative Policies and Procedures

October 2, 2023—In addition to the above, the Plaintiff made an amendment to the original Complaint alleging “O.E.A.H.C. Managers for Violations of Harassment, Involuntary Servitude, LTBB Constitution Article II Individual Rights, Article VII Tribal Council Section D Powers of Council, J. Meetings and Abuse of Office.” Tribal Council members were specifically named.

October 13, 2023—Filing from Defendant—  
Defendants’ Answer and Affirmative Defenses  
Motion to Dismiss Under LTBB Rules of Civil Procedure (RCP) XVI and XVII  
Brief in Support of Motion to Dismiss.

In order to obtain the status of the case (including any discussions to resolve), the Court set October 30, 2023, at which time the Plaintiff and Defendant’s Counsel appeared. It was agreed that in lieu of a lengthy Evidentiary Hearing, the parties would submit summaries of their relative positions to the Court, as well as allowing the Plaintiff Shanna Shananaquet to respond to the motions filed by Counsel for LTBB.

Thus, on November 2, 2023, Plaintiff submitted her final argument to the Court and discussed LTBB’s arguments to dismiss.

November 3, 2023—Defendants’ Reply brief was submitted. The brief pointed out the terms of the O.E.A.H.C. contract with Plaintiff and waiver of immunity contained therein; the Plaintiff’s resignation and its impact on the above terms; and her receipt of all employee pay that was due.

## DISCUSSION

This Court was presented with a particular and peculiar case involving employer/employee relationships, Corporate structures within the Tribal Constitution and Statutes, Contract law, regulated or free speech, personnel policies and procedures, Council activities, and the most important consideration—Tribal Sovereignty.

This Court was presented and examined carefully over one hundred pages of well-versed “complaint as amended” and well-briefed responses, affirmations, and defenses.

The Court was confronted with a citizen who has this feeling of her treatment..”My request is simple, just for the Tribe/O.E.A.H.C. Managers aka Tribal Council to honor their word spoken through their own attorneys and documents. Without the court, it is apparent that the word of their offers and agreements isn’t worth the paper it is written on. It brings me great sadness and stress to continue down this path, but it is their wish. To my knowledge, as an LTBB citizen, this Court and Legislative body

was created to help our great nation and uplift the people....” November 2, 2023, Summary of Court Hearing.

The response from the Tribal government was that no violation of anyone’s rights occurred, and that all the activity both Corporate and Councilor was within the boundaries of Sovereignty and the attendant immunity from such claims.

## FINDINGS

This Court considers the Affirmative Defenses and the Motion to Dismiss as presented by Defendants.

The Court first finds that it has subject matter jurisdiction. As stated in Defendants’ brief, Sovereign Immunity is a threshold question. (See Carey v. Victories et al. LTBB App Ct. 2007). This Court feels compelled to wade into this jurisdictional thicket because of the specific waiver embodied in the Employment Contract at Section 6. Can it be subject to broader interpretation and apply to the Tribe in general?

Having found jurisdiction, the Court further finds that the Contract has narrow application as clearly set forth within the Contract. Sovereign Immunity would extend to the Council and not subject it to direct legal attack/responsibility.

Having found jurisdiction leading to a finding of Immunity, the claims that Ms. Shananaquet makes would be clearly under employee rights and responsibilities, whether she is mistreated leading to a grievance, or fails to perform leading to discipline. See O.E.A.H.C. Handbook Section 2. and Section 8. The Court finds that the misfortunes that Ms. Shananaquet suffered should have, and the Court feels would have, been dealt with through better communication and perhaps more care and concern for the employee. (Note: The contract upon which much of the dispute centers is one for Employment and the Plaintiff is an “Employee”. Further, the contract denotes the O.E.A.H.C. as the Odawa Economic *Administration* Holding Company which the Court presumes is the same O.E.A.H.C. throughout the case.)

Further, the claims for compensation, under the specific language of the Contract cannot be upheld. The time frames set forth in the contract are time specific, and were also affected by Ms. Shananaquet’s resignation.

Ms. Shananaquet lists the rationale for her leaving her position, including her feeling that the tribe ignored her personal difficulties. Once again, it appears that the personnel issues are covered within the Employee Handbook which seeks to give guidance to the Employer and Employee.

However, other claims, requests, or demands, such as removal from personal liability from or for the company, are reasonable and should be upheld. No claim was made that Ms. Shananaquet did not perform her duties properly and she should be protected by the same immunity sought by the Tribe.

Finally, the Defendants LTBB et. al. has filed, in conjunction with their briefs, a Motion to Dismiss. Such Motion, or for Summary Disposition, shall be granted if it appears there is no genuine issue of material

fact, and the moving party is entitled to such an order as a matter of law. (LTBB rules of Civil Procedure XVII) The Plaintiff has claimed issues with O.E.A.H.C. board and/or the Tribal Council which to some extent have been disputed. However, these disputes, with few exceptions, belong in the realm of the employer/employee relationship to sort out, and not the Courts.

Throughout this legal ordeal, there seems a certain amount of sadness, even bitterness, generated by the lack of communication evident in the actions and reactions of the parties. This Court is confident that future endeavors for Economic progress will meet with better resolution.


**BASED ON THE ABOVE,**

It is Ordered that Plaintiff Shana Shananaquet's name be removed from all O.E.A.H.C. documents and that Plaintiff Shanna Shananaquet be held harmless from any liabilities from O.E.A.H.C. and related business.

It is Ordered that the balance of this matter be dismissed with prejudice.

**IT IS SO ORDERED.**


12-8-2023  
Date

  
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Hon. John J. Lemire, LTBB Associate Judge

**CERTIFICATE OF MAILING**

I certify that on this date copies of this *Opinion and Order* were served upon the parties by E-Mail and/or First-Class mail to the addresses shown.

12-8-2023  
Date

  
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Tribal Court Officer