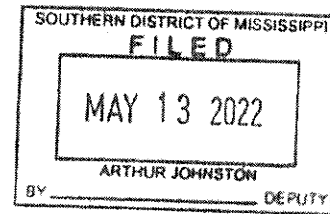


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**IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF
MISSISSIPPI
NORTHERN DIVISION**

Case No. 3:22-cv-256 DPJ-
FKB

HOWARD BROWN
BRANDON SIBLEY,
Plaintiffs,

COMPLAINT AND JURY DEMAND

v.

CHOCTAW RESORT DEVELOPMENT ENTERPRISE,
WILLIAM SONNY JOHNSON in his individual and professional capacity,
MISSISSIPPI BAND OF CHOCTAW INDIANS,
BEN CYRUS in his individual and official capacity as Chief of the MISSISSIPPI BAND of
CHOCTAW INDIANS,
JOANN "DOE" in her individual and professional capacity,
CHRIS "DOE" in his individual and professional capacity,
JOHN DOE 1 in his individual and professional capacity,
JOHN DOE 2 in his individual and professional capacity,
Defendants.

COMPLAINT AND JURY DEMAND ON ALL COUNTS APPLICABLE

Plaintiffs incorporate by reference the attached exhibits with the same force and
effect as if herein set forth. Plaintiffs Howard Brown and Brandon Sibley, hereafter

known as Plaintiffs, seek redress for grievances against Defendants for Constitutional right violations which incorporate both criminal and civil penalties.

INTRODUCTION

1. This action arises out of the Defendants' conspiracy to deprive Plaintiffs of inherent, sacred and inviolable rights absent of due process. These rights include, but are not limited to, the exclusive enjoyment, use, and disposal of property exclusive to the Plaintiffs. This inherent and sacred right incorporates both personal autonomy and the freedom to exercise religious beliefs independently of anyone else.

2. This action arises out of the Defendants' conspiracy to deny equal enjoyment and access to places of public accommodation by color of state law, which is protected by Title II of the Civil Rights Act of 1964.

3. The causes of action brought are (1) Violation of 42 U.S.C. § 1983 (due process and equal protection clauses), (2) Violation of 42 U.S.C. § 1985, (3) common law conspiracy, (4) Violation of 42 U.S.C. §§ 2000(a), 2000 (a-1), 2000(a-2), and (5) negligent infliction of emotional stress.

4. Plaintiffs ask the Court to convene a federal grand jury to investigate the allegations set forth herein for what Plaintiffs believe to be violations of federal law by all Defendants, incorporating title 18 U.S.C. § 241 and 18 U.S.C § 242. Proximate result by state action depriving Plaintiffs of constitutionally protected rights and the concerted

1 effort on the part of Defendants to violate Plaintiffs' constitutionally protected rights,
2 absent of due process.

3 **JURISDICTION**

4 *5.* Pursuant to 28 U.S.C §§ 1331,1343(a), and 1367(a) this Court has subject matter
5 jurisdiction over Plaintiffs' claims.

6 *6.* Pursuant to 28 U.S.C. §§ 2201 and 2202 this Court has subject matter jurisdiction
7 over Plaintiffs' request for declaratory relief.

8 *7.* Pursuant to title 28 U.S.C. §1391 (b), venue is proper in the Southern District of
9 Mississippi Northern Division because all claims arise out of Neshoba County.

10 *8.* Pursuant to title 18 U.S.C. § 1151 and 1152, non – tribe members are within the
11 sole and exclusive jurisdiction of the United States while in Indian Country.

12 *9.* Pursuant to title 42 U.S.C. § 1983 (civil action for deprivation of rights), § 1985
13 (conspiracy to interfere with civil rights), and § 1988 (proceedings in vindication of civil
14 rights) this Court has subject matter jurisdiction.

15 *10.* Pursuant to Title II of the Civil Rights act of 1964, and Title 42 U.S.C. § 2000
16 (denial of service at places of public accommodation) this Court has subject matter
17 jurisdiction.

1 11. Pursuant to title 18 U.S.C. §§ 241 and 242 this Court has subject matter
2 jurisdiction.

3 12. Plaintiffs do not have adequate remedy at law for the loss of constitutionally
4 protected rights in a Tribal Court, as the Tribal Court cannot obtain either In Personam
5 or Subject Matter jurisdiction in this matter.

6
7 **PARTIES**

8 13. At all times material to this lawsuit, Howard Brown resided in Baton Rouge,
9 Louisiana.

10 14. At all times material to this lawsuit, Brandon Sibley resided in Livingston Parish,
11 Louisiana.

12 15. At all times material to this lawsuit, CHOCTAW RESORT DEVELOPMENT ENTERPRISE
13 principal place of business is located at 13550 Hwy 16 W Choctaw, MS, 39350.

14 16. At all times material to this lawsuit, MISSISSIPPI BAND of CHOCTAW INDIANS
15 principal place of business is located at 101 Industrial Road, Choctaw, MS 39350.

16 17. Defendant MISSISSIPPI BAND of CHOCTAW INDIANS is a "body politic and corporate
17 located within the geographical lands of Mississippi." The Jurisdiction of this body politic
18 is found within their constitution and by-laws and is recorded as Article II, it states, -

1 "The jurisdiction of the Mississippi Band of Choctaw Indians shall extend to all lands now
2 held or which may hereafter be acquired by or for or which may be used under proper
3 authority by the Mississippi Band of Choctaw Indians, and to all persons who are now or
4 may hereafter become members of the Mississippi Band of Choctaw Indians."

5 18. At all times material to this lawsuit, Chief Cyrus Ben, being a natural person, was the
6 individual acting in the Office of Chief for the MISSISSIPPI BAND of CHOCTAW INDIANS.

7 19. At all times material to this lawsuit, William Sonny Johnson, being a natural person,
8 was the chief executive officer for CHOCTAW RESORT DEVELOPMENT ENTERPRISE.

9 20. At all times material to this lawsuit the security officers and armed man, who are
10 natural persons, acted in conspiracy for and created by Cyrus Ben, and were employed
11 by the CHOCTAW RESORT DEVELOPMENT ENTERPRISE.

12 21. All acts necessary or precedent to the bringing of this lawsuit occurred or accrued in
13 Neshoba County, Mississippi.

14 **PRELIMINARY STATEMENT**

15 22. Plaintiffs Howard Brown and Brandon Sibley allege that the Defendants through
16 negligence, ignorance, wanton disregard, or a combination of all three, worked together
17 to chill and deter the substantive rights of the Plaintiffs through arbitrary and capricious
18 means. Defendants relied upon guidance issued from agencies such as the CDC, CMS,
19 and departments of health to justify the chilling and deterring of the Plaintiffs' rights. At

1 no time, did the advice or suggestions of these agencies have the authority of law or to
2 supersede the Constitution of the United States or Federal Law.

3 23. Chief Cyrus Ben, in a wanton disregard for the rule of law, acted on these
4 capricious and arbitrary recommendations, guidelines, and suggestions with his
5 enactment of Ordinance 2020-06-B. (Exhibit A)

6 24. In ordinance with 2020-06-B Cyrus Ben allowed for exemptions of two-year-old
7 children and no other exemptions, thereby chilling and deterring Plaintiffs' right for
8 self-determination. Chief Cyrus Ben created a workforce under his direction who acted
9 in concert with one another, believing that they had legal and lawful right to violate
10 Plaintiffs' substantive rights as secured by the United States Constitution and Federal
11 Law.

12
13 **FACTS**

14 25. Plaintiff Howard Brown on the 16th day of October 2021, had secured a hotel
15 reservation through David Malbrough, a former Golden Moon Hotel and Casino
16 employee.

17 26. Plaintiffs were scheduled to enjoy the local food, culture, and shops while staying
18 two nights at the Golden Moon Hotel and Casino.

27. On the 16th day of October 2021, Plaintiffs entered the lobby of Golden Moon Hotel and Casino at Pearl River Resorts around the time of 4:30 pm, with a hotel reservation.

28. Plaintiffs entered the Golden Moon Hotel lobby with luggage and effects.

29. Plaintiffs walked past the masked security guard sitting near the front door.

30. Defendant held up a pink mask, as if, to offer it to plaintiffs.

31. Plaintiff Brown politely waived his hand in the direction of the Defendant and said, "I'm exempt."

32. Plaintiff Sibley stated that, he was religiously exempt.

33. Immediately, a second masked Defendant brandishing a deadly weapon and carrying a badge, hereinafter known as John Doe 1, deterred plaintiffs' movement forward.

34. John Doe 1 knew or should've known that the deprivation of constitutionally protected rights with intent and gross negligence was both criminal and breached his duty and obligations as an officer of the law, and egregiously failed to protect Plaintiffs.

35. John Doe 1 told Plaintiffs that the only way they would be allowed to continue on their way in this facility would be to put on a mask.

36. John Doe 1, brandishing a deadly weapon and badge, chilled, deterred, and arrested the free movement of Plaintiffs by blocking access to the hotel lobby.

37. Plaintiff Brown stated that, he was both medically and religiously exempt from the mask mandate.

38. Third Defendant, Chris Doe, immediately retorted, "Do you have proof of the medical exemption?"

39. The violation of the right to privacy from unwarranted invasion by persons adjudicating arbitrarily, capriciously, maliciously, and unreasonably is constituted as irreparable harm and gross negligence.

40. Additional Defendants began to encircle the Plaintiffs. (Exhibit B).

41. Plaintiff Sibley politely stated, "I just need your policy, your actual policy that states that everybody has to..."

42. Defendants initially told Plaintiffs that written policy would be supplied.

43. Defendant Joann Doe and Defendant John Doe 2 arrived at the scene.

44. Plaintiff Brown, noticing the defensive stance of the Defendants, felt is necessary to state, "We're not forcing our way in; We're asking you for written policy."

45. Plaintiff Sibley stated, "Title 42 § 1983 says you cannot discriminate against anyone on the grounds of race or religion. I am notifying you that I am religiously exempt, because it's the spirit in."

46. Several Defendants' voices became elevated and agitated.

47. Defendant Joann Doe stated, "Well, you're not welcome to stay. ***with finger raised and pointing at the door as she commanded***, you can leave now!"

48. Defendant John Doe 2 stated, "Do me a favor, just keep your so-called knowledge; Get on out the door."

49. Several Defendants' language became threatening.

50. Plaintiff Sibley, at this time, felt it necessary to ask everyone to calm down and simply state the authority the hotel had been granted in denying Plaintiffs access to the public accommodation.

51. Plaintiffs were denied written mask policy and controlling authority that granted employees of the Golden Moon Hotel and Casino the authority to deny due process of law and proceeded to arbitrarily, capriciously, and unreasonably both trespass Plaintiffs and deny Plaintiffs' rights as secured by the Constitution of the United States.

52. Defendants' justification for chilling and deterring Plaintiffs' equal access, enjoyment, and use of the Golden Moon Hotel and Casino was as stated, "that the Hotel was on sovereign tribal land and that access could be denied."

53. Plaintiff Brown stated, "Just so ya'll know, what you did here today violated rights and federal law."

54. Defendant John Doe 2 (talking to Defendant Joann Doe points at Plaintiff Brown's camera) stated, "Because he's recording us without us even knowing."

55. Defendant Joann Doe retorted, "Right."

56. Defendant John Doe 2 stated, "And you can't do that."

57. Plaintiff Sibley replies, "Yeah, we can."

58. Defendant Joann Doe stated, "No you can't, this is within our property. You cannot do that."

59. Plaintiff Sibley asks, "Are you open to the public?"

60. Defendant Joann Doe replies, "Yes, and we have the right to refuse service."

61. Plaintiff Sibley then stated, "Are you giving service? Right? Then you have to give service to everyone. Can you deny on race, religion or....?"

62. Defendant John Doe 2 commands the camera to be turned off!

63. Plaintiffs complied with the command.

64. Plaintiffs were threatened with property confiscation by Defendants.

65. Plaintiffs were threatened with arrest by Defendants.

66. Plaintiff Brown informed all Defendants present that they were committing multiple felonies at plaintiffs' expense.

67. Plaintiff Sibley asked defendants, if this was indeed a place of public accommodation?

68. Defendant Joann Doe replied in the affirmative.

69. Plaintiff Sibley asked if, service was to be denied to Plaintiffs?

70. Defendant replied in the affirmative.

71. Upon exit of the facility Plaintiffs were followed to their automobile by Defendant.

72. Plaintiffs were followed by motor vehicle bearing Pearl River Resorts Security markings until Plaintiffs had fully exited tribal land.

73. The Defendants' actions were a direct cause of the Plaintiffs' cancellation of their vacation and activities.

74. Plaintiff Sibley on October 18, 2021 called the head of security to ask for the employee's names involved in the incident.

75. Security supervisor stated, "Why don't y'all stay away from here," and then hung up the phone.

76. The impact of chilling and deterring Plaintiffs' free exercise of constitutionally protected rights at a place of public accommodation constitutes irreparable harm to the Plaintiffs.

78. In the absence of due process of law, Defendants denied Plaintiffs their First Amendment rights that prohibits government or State action interfering with or attempting to regulate any citizen's religious beliefs, coercing a citizen to affirm beliefs repugnant to his/her religion or conscience, and by directly penalizing or discriminating against a citizen for holding beliefs contrary to those held by everyone else.

79. In absence of due process of law, Defendants arbitrarily, capriciously, and unreasonably discriminated against the Plaintiffs due to their religious belief and class status.

80. Plaintiffs do not have adequate remedy at law for the loss of constitutional rights in a Tribal Court, as the Tribal Court cannot obtain In Personam jurisdiction or Subject Matter jurisdiction in this matter.

ORDINANCE 2020-06-B FAILS THE CONSTITUTIONAL SCRUTINY TEST

DECLARATORY JUDGEMENT AND FEDERAL QUESTION

81. Plaintiffs reallege, restate, and incorporate by reference the allegations in the foregoing jurisdictional and factual allegations.

82. The Executive Order by Cyrus Ben (Exhibit A) is unconstitutional on its face and as its enactment by the employees and agents of Cyrus Ben constitute a violation of Plaintiffs' inviolable, exclusive, inherent, and inalienable right to possess, enjoy, use, and dispose of property, which includes but is not limited to, personal autonomy and freedom of

conscience. The order restricting these fundamental rights must be narrowly tailored to a compelling state interest, as necessitated by the required strict scrutiny rule. State sponsored restriction of fundamental rights must eliminate the evil to which it purports to protect the public.

"Coverings may be fashioned from scarves, bandanas, or other suitable fabrics", is language so ambiguous and vague that no reasonable man or woman can derive from it a sense of medical safety.

The ordinance therefore does not "define" the area of illegal conduct with sufficient specificity, so that men of common intelligence (need not) guess at its meaning." Hiatt v. United States, 415 F.2d 664, 670 (5th Cir. 1969)

§3 Directly or indirectly, all Defendants acted in a concerted conspiracy with the unconstitutional ordinance from Chief Cyrus Ben and ultimately discriminated against Plaintiffs.

§4. The Mississippi Band of Choctaw Indians derive their authority as delegated from the United States Congress and, as such, are incorporated under the Constitution of the United States.

§5. **1ST Federal Question:** When a political subdivision, Mississippi Band of Choctaw Indians, created by Congress chill, deter, and deprive constitutionally secured substantive rights of non-tribe members by ordinance, do the Plaintiffs lose their Constitutionally secured substantive rights? Plaintiffs contend, no.

Therefore, the Plaintiffs are entitled to injunctive relief to enjoin Defendants from enforcing un-constitutional actions against the Plaintiffs or anyone else.

86, **2nd Federal Question:** Can the advice, guidelines, recommendations, and encouragement from corporate, federal, and state agencies, such as the CDC and the Mississippi State Health Department supersede the United States Constitution which incorporates substantive and procedural due process? Plaintiffs contend, no.

Therefore, the Plaintiffs are entitled to injunctive relief against Defendants to enjoin them from enforcing un-constitutional actions against the Plaintiffs or anyone else.

87, **3rd Federal Question:** Does the Mississippi Band of Choctaw Indians charter, body politic, and organization under the United States Constitution allow the Mississippi Band of Choctaw Indians to declare edicts, ordinances, or rules that violate Plaintiffs' substantive and procedural rights as secured by the United States Constitution and Federal law? Plaintiffs contend, no.

Therefore, the Plaintiffs are entitled to injunctive relief to enjoin Defendants from enforcing un-constitutional actions against the Plaintiffs or anyone else.

88, **4th Federal Question:** Must the Plaintiffs comply with edicts, ordinances, or suggestions that violate constitutionally secured rights absent of due process? Plaintiffs contend, no.

Therefore, the Plaintiffs are entitled to injunctive relief to enjoin Defendants from enforcing un-constitutional actions against the Plaintiffs or anyone else.

89, **5th Federal Question:** Does sovereign immunity exist to create a class based, invidiously, and discriminatory animus superiority where a group of individuals, such as

the Mississippi Band of Choctaw Indians, can openly violate and deprive Plaintiffs of their constitutionally protected rights? Plaintiffs contend, no.

Therefore, the Plaintiffs are entitled to injunctive relief to enjoin Defendants from enforcing un-constitutional actions against the Plaintiffs or anyone else.

WHEREFORE plaintiffs demand judgement for declaratory and injunctive relief against MISSISSIPPI BAND of CHOCTAW INDIANS and their corporate subdivisions, together with such other relief as the Court may deem reasonable and just under the circumstances

COUNT 1: VIOLATION OF 42 U.S.C. § 1983

(DUE PROCESS AND EQUAL PROTECTION CLAUSES)

Plaintiffs reallege, restate, and incorporate by reference the allegations in the foregoing jurisdictional and factual allegations.

90. At all times relevant herein, Plaintiffs had a right under due process and equal protection clauses of the state and federal constitutions not to be deprived of their constitutionally protected interest in property and exercise of religious liberty. ***U.S.C. Const. Amend. 14; M.G.L. Const. Pt. 1, Art.10.***

91. At all relevant times herein, the defendants were state actors, and their conduct was subject to 42 U.S.C. §§ 1983, 1985, and 1988.

“Private persons, jointly engaged with state officials in the challenged action, are acting ‘under color’ of law for purposes of Section 1983 actions.” Dennis v. Sparks. 449 U.S. 24, 27-28 (1980)

92. Acting under the color of law, Ordinance 2020-06-B, Defendants worked in concert to deny Plaintiffs' rights, privileges, or immunities secured by federal law and guaranteed by the Fourth, Fifth, and Fourteenth Amendments to the Constitution of the United States.

93. As a direct result of Defendants concerted, unlawful, and malicious conduct Plaintiffs were deprived of their rights to equal protection under the law, due process of law, their inviolable right to personal autonomy, right to property, and the due course of justice was impeded in violation of the Fourth, Fifth, and Fourteenth Amendments to the Constitution of the United States and title 42 U.S.C. § 1983.

94 Defendant MISSISSIPPI BAND OF CHOCTAW INDIANS, PEARL RIVER RESORTS, and any subsidiaries thereof are responsible for establishing policy, procedure, and customs complained about herein.

95 Defendants Cyrus Ben, MISSISSIPPI BAND OF CHOCTAW INDIANS, PEARL RIVER RESORTS, and/or any subsidiaries thereof, had an obligation and duty to Plaintiffs to properly train and supervise all employees, officers, or contractors under their purview about discriminatory practices that are unlawful.

96. These actions and omissions by the Defendants MISSISSIPPI BAND OF CHOCTAW INDIANS and PEARL RIVER RESORTS, through their various agencies and policy making officials, demonstrates a callous indifference to the rights of the Plaintiffs and other

1 individuals who have been harmed by these 'policies;' and such consequence is
2 reasonably foreseeable by the Defendants MISSISSIPPI BAND OF CHOCTAW INDIANS
3 and PEARL RIVER RESORTS. Such failure to train, supervise, and later to investigate and
4 discipline the agents involved reflects a deliberate and conscious indifference to the
5 rights of others by the Defendants.

6 *¶7.* Defendants knew or should've known their duty and obligations as reasonable
7 men, and to know the consequences of depriving Plaintiffs of Constitutionally secured
8 rights when in breach of that duty.

9 *¶8.* Defendants directly or indirectly worked in concert to deprive inherent
10 constitutionally protected rights, which has been emotionally traumatizing to mind,
11 body, and soul of the Plaintiffs.

12 *¶9.* The rule is well settled, however, that if the natural consequences of the wrongful
13 act done willfully or with gross negligence, is mental suffering to the plaintiff, then that
14 element may be considered in assessing the damages.

15 WHEREFORE, Plaintiffs demand judgement for the violation of their civil rights against
16 all Defendants jointly and severally for actual, general, special, and compensatory
17 damages in the amount of \$500,000.00 and further demand judgement against all
18 defendants jointly and severally for punitive damages in an amount to be determined by

the jury, plus the cost of this action, including attorney's fees, and such other relief deemed to be just, fair, and appropriate.

COUNT 2: VIOLATION OF 42 U.S.C. §1985

Plaintiffs reallege, restate, and incorporate by reference the allegations in the foregoing jurisdictional, and factual allegations.

120. The conspiratorial purpose was based on the "Sovereign State" of the Mississippi Band of Choctaw Indians having the authority to deny service and to deprive Plaintiffs equal enjoyment, use, and access to a place of public accommodation.

121. Joann Doe stated "that the signs posted inside the facility was the law and that this was Sovereign property."

122. John Doe 2 states "We don't have to give you anything, it states right there, the sign, that's good enough, you can't abide by that, this is Tribal Law. We have a policy within the tribe, the tribe owns this land, the state does not, which part of that don't you understand?"

123. Defendants who were defined as "Sovereign" by John Doe 2 and Joann Doe, did not need any lawful reason to deny service to transient guests seeking lodging for the weekend.

124. Defendants knew or should've known that the constitution and laws of the United States is the controlling authority, as outlined in the Mississippi Band of Choctaw Indians

1 constitution and bylaws. Specifically Article VIII, Powers and Duties of the Tribal Council,
 2 Sec. 1. The legislative power of the Mississippi Band of Choctaw Indians is vested in the
 3 tribal council and shall be exercised in accordance with this constitution and bylaws and
 4 that the Constitution and Laws of the United States are applicable to Indian Tribes.

5 /65. Plaintiffs, as non-tribe members, at a place of commerce incorporating hotels,
 6 restaurants, and entertainment were denied service at a place of public accommodation
 7 as enumerated in Title II of the Civil Rights Act of 1964.

8 /66. Defendants recklessly and callously imposed upon Plaintiffs that their sovereign
 9 class of individuals held rights above that of the Plaintiffs'.

10 /67. As a result, the Defendants acting in concert conspired to deprive the Plaintiffs of
 11 the equal protection, equal privileges, and immunities as guaranteed by the constitution
 12 and laws of the United States and the State of Mississippi.

13 /68. Defendants negligently and egregiously denied Plaintiffs their constitutionally
 14 protected rights of property and freedom of conscience.

15 ***Statements by some courts indicate constitutional protection for rights termed***
 16 ***"natural," in addition to rights protected under the specific guarantee***
 17 ***safeguarding a person in life, liberty, or pursuit of happiness, such as a natural***
 18 ***right of personal autonomy. Am. Jur. Const. 2d Law §403***
 19

20 /69. Plaintiffs asked Defendants to provide the authority, policy, or law which granted
 21 the employees of the Golden Moon Hotel and Casino the authority to recklessly and

1 callously deny Plaintiffs' constitutionally protected rights and violate the laws of the
2 United States.

3 //B, The Sovereign status of the employees working for the Golden Moon Hotel and
4 Casino, operating in commerce per se, directly and indirectly conspired to deprive
5 Plaintiffs the equal enjoyment, access, and use of a public accommodation, as protected
6 in title II of the Civil Rights Act of 1964 (title 42 U.S.C. §2000).

7 //C, John Doe 2 threatening Plaintiffs with arrest and confiscation of Plaintiff Brown's
8 property (recording device), are two of the overt acts in furtherance of the conspiracy.

9 //D, Exhibit (B) will demonstrate that the stance of the employees working for the
10 Golden Moon Hotel and Casino were armed, disguised, and in defense positions barring
11 entry into the proclaimed Sovereign premises.

12 //E, The discriminatory animus was that the employees working for the Golden Moon
13 Hotel and Casino were a Sovereign class and the Plaintiffs were not, creating a class-
14 based, invidiously, and discriminatory animus thereby depriving Plaintiffs of
15 constitutionally protected rights.

16 ***To state a claim under § 1985(3) a plaintiff must allege the existence of (1) a***
17 ***conspiracy, (2) a conspiratorial purpose to deprive a person or class of persons,***
18 ***directly or indirectly, of the equal protection of the laws or of equal privileges and***
19 ***immunities under the laws, (3) an overt act in furtherance of the conspiracy, and***
20 ***(4) either (a) an injury to person or property, or (b) a deprivation of a***
21 ***constitutionally protected right or privilege. See Griffin v. Breckenridge, 403 U.S.***
22 ***88, 102, 91 S.Ct. 1790, 1798, 29 L.Ed.2d 338 (1971)***

1
2 WHEREFORE, Plaintiffs demand judgement for the violation of their civil rights against
3 all Defendants jointly and severally for actual, general, special, and compensatory
4 damages in the amount of \$500,000.00 and further demand judgement against all
5 defendants jointly and severally for punitive damages in an amount to be determined by
6 the jury, plus the cost of this action, including attorney's fees, and such other relief
7 deemed to be just, fair, and appropriate.

8 **COUNT 3: COMMON LAW CONSPIRACY**

9 Plaintiffs reallege, restate, and incorporate by reference the allegations in the foregoing
10 jurisdictional and factual allegations.

11 1/4, All defendants had (1) a task to be accomplished; (2) an agreement on the object or
12 course of action, to wit, to deprive Plaintiffs of their right to equal protection of the
13 laws, specifically the right to access places of public accommodation absent of
14 discrimination; (3) performed one or more unlawful overt acts; and (4) caused Plaintiffs
15 damages that were a direct result of those acts.

16 1/5, Defendants threatened arrest of the Plaintiffs and confiscation of their tangible
17 property (Plaintiff Brown's Camera) absent of criminal activity or due process.

18 1/6, All Defendants directly or indirectly protected, insulated, and authorized agents to
19 act in wanton disregard to the constitutionally protected rights of the Plaintiffs thereby

1 creating a workplace environment at the Golden Moon Casino and Hotel that recklessly
 2 and callously deprived Plaintiffs of their rights.

3 WHEREFORE, Plaintiffs demand judgement for the violation of their civil rights against
 4 all Defendants jointly and severally for actual, general, special, and compensatory
 5 damages in the amount of \$500,000.00 and further demand judgement against all
 6 defendants jointly and severally for punitive damages in an amount to be determined by
 7 the jury, plus the cost of this action, including attorney's fees, and such other relief
 8 deemed to be just, fair, and appropriate.

9
 10 **COUNT 4: DENIAL OF SERVICE AT A PLACE OF PUBLIC ACCOMMODATION**

11 Plaintiffs reallege, restate, and incorporate by reference the allegations in the foregoing
 12 jurisdictional and factual allegations.

13 *117* All persons shall be entitled to the full and equal enjoyment of the goods, services,
 14 facilities, privileges, advantages, and accommodations of any place of public
 15 accommodation without discrimination or segregation on the grounds of race, color,
 16 religion, or national origin.

17 *118*, Plaintiffs Brown and Sibley are Caucasian men of national origin, and were
 18 arbitrarily, capriciously, and unreasonably denied service at a place of public
 19 accommodation by "Sovereigns on Tribal Land" at the Golden Moon Hotel and Casino, a

1 hotel with 600 rooms, multiple restaurants, and operating as a place of entertainment
2 as defined in Title II of the Civil Rights Act of 1964, which affects commerce per se.

3 119. Plaintiffs were deprived of the equal access to the public accommodation without
4 effort to accommodate their sincerely held religious beliefs.

5 120. Plaintiffs were classified as a lower class of citizens than that of the tribe members
6 by Defendants and as a result were deprived of the equal access, enjoyment, and use of
7 a public accommodation.

8 WHEREFORE plaintiffs demand judgement for declaratory and injunctive relief against
9 MISSISSIPPI BAND of CHOCTAW INDIANS and their subdivisions, together with such
10 other relief as the Court may deem reasonable and just under the circumstances.

11 **COUNT 5: NEGLIGENT INFLICTION OF EMOTIONAL STRESS**

12 121. Defendants knew or should have known as reasonable men and women, the duties
13 we each have towards one another as members of society with different beliefs,
14 customs, usages, and practices.

15 122. Defendants breached their duty as reasonable men and women by recklessly and
16 callously identifying themselves as superior people in a Sovereign class, above the law of
17 the United States, thereby inflicting emotional distress, mental anxiety, and causing
18 physical symptomatology.

1 /23, Plaintiffs have had to digest a lifetime's worth of legal knowledge which have
2 resulted in increased expenses that were not scheduled, sleep loss, weight loss, and
3 other physical symptomatology due to the mental and emotional distress caused by
4 Defendants' negligent actions.

5 /24, Plaintiffs were humiliated, shamed, scoffed, threatened, coerced, and ultimately
6 denied service by Defendants in breach of their duty to their fellow man.

7 WHEREFORE, Plaintiff demands judgement, including interest, against Defendants in an
8 amount deemed by this Court to be just and fair and in any other way in which the
9 Court deems appropriate.

10
11 **REQUEST FOR RELIEF**

12 WHEREFORE, Brandon Sibley and Howard Brown seek redress for grievances in which
13 this Court can grant relief:

14 /25 Assume Jurisdiction over this action.

15 /26, Enter a judgement and decree declaring that the Executive Order 2020-06-B by
16 Chief Cyrus Ben fails the constitutional scrutiny test for ambiguity and vagueness and is
17 unconstitutional on its face because it deprives the Plaintiffs the right of due process,

1 freedom of conscience, and property rights as guaranteed to by the United States
 2 Constitution and both state and federal law.

3 127. Enter a preliminary injunction enjoining defendants, their agents, officials,
 4 servants, employees, and all persons in active concert or participation with them from
 5 applying Executive Order 2020-06-B, so as to prevent the violation of constitutionally
 6 protected rights without due process of law.

7 128. Award Plaintiffs costs for litigation, including reasonable attorney's fees and
 8 expenses, pursuant to Title 42 § 2000(a)(3).

9 129. Plaintiff Sibley and Brown demand actual damages in the amount of \$369.00 per
 10 minute from Chris Doe, Joann Doe, John Doe 1, and John Doe 2 each for time seized
 11 from Plaintiffs during the violation of Plaintiffs' constitutionally protected rights. Jury
 12 shall determine actual time.

13 130. Plaintiffs demand remuneration for actual damages in the amount of 53,032.00
 14 dollars for time spent learning how to plead a case, travel, relocation of vacation, and
 15 subscription fees for Westlaw, Fast Case, and paralegal training course Jurisdictionary.

- | | | |
|----|---|-------------|
| 16 | a. \$125.00 hourly rate each @ 200 hours is | \$50,000.00 |
| 17 | b. Relocation of vacation | \$1,000.00 |
| 18 | c. Westlaw subscription is \$297 monthly | \$1,782.00 |
| 19 | d. Jurisdictionary course | \$250.00 |

1 /31, Plaintiff Sibley and Plaintiff Brown demand punitive damages in the amount of
2 \$3,300.00 from Defendants Chris Doe, Joann Doe, John Doe 1, and John Doe 2 each for
3 the mental and emotional stress caused to Plaintiffs.

4 /32, Plaintiffs demand punitive damages from Defendant MISSISSIPPI BAND of
5 CHOCTAW INDIANS and its subsidiaries CHOCTAW RESORT DEVELOPMENT, PEARL RIVER
6 RESORTS, and GOLDEN MOON HOTEL and CASINO in the amount of \$7,500,000.00 for
7 the arbitrary, capricious, and unreasonable deprivation of rights guaranteed and
8 secured by the United States Constitution.

9 WHEREFORE plaintiffs demand judgement for actual and punitive damages against
10 MISSISSIPPI BAND of CHOCTAW INDIANS and their corporate subdivisions, together with
11 such other relief as the Court may deem reasonable and just under the circumstances.

12 Dated this _____ day of May, 2022

13 Respectfully submitted,

14
15 _____
16 Howard Brown, Plaintiff *Pro se*
17

18
19 _____
20 Brandon Sibley, Plaintiff *Pro se*
21

1 **VERIFICATION OF COMPLAINT**

2 STATE OF LOUISIANA

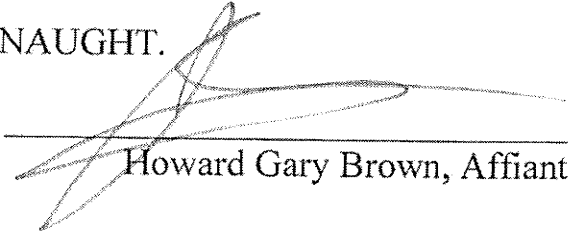
3 PARISH OF EAST BATON ROUGE

4 BEFORE ME personally appeared H. Gary Brown and Brandon A. Sibley
5 who, being by me first duly sworn and identified in accordance with Louisiana
6 law, deposes and says:

7 1. Our names are Howard G. Brown and Brandon A. Sibley, plaintiffs herein.

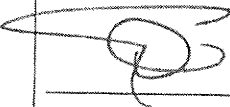
8 2. We have read, written, and understood the attached foregoing complaint filed
9 herein, and each fact alleged therein is true and correct of my own personal
10 knowledge.

11 FURTHER THE AFFIANT SAYETH NAUGHT.

12
13 
14 _____
15 Howard Gary Brown, Affiant

16
17 
18 _____
19 Brandon A. Sibley, Affiant

20 SWORN TO and subscribed before me this 10th day of May 2022.

21
22 
23 _____
24 Notary Public

25 My commission expires: upon death



EDWARD R. ATEBARA
Notary Public
Notary ID No. 138238
Jefferson Parish, Louisiana

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI

NOTICE OF ASSIGNMENT

Date case was filed: May 13, 2022

Your case against Choctaw Resort Development Enterprise, et al. has been assigned Civil Action No. 3:22-cv-256-DPJ-FKB and has been referred to the following Judges:

District Judge

- ☐ Henry T. Wingate
- X Daniel P. Jordan III
- ☐ Sul Ozerden
- ☐ Carlton W. Reeves
- ☐ Kristi H. Johnson
- ☐ Taylor B. McNeel
- ☐ David Bramlette, III (Senior Judge)
- ☐ Tom S. Lee (Senior Judge)
- ☐ Louis Guirola, Jr. (Senior Judge)
- ☐ Keith Starrett (Senior Judge)

Magistrate Judge

- ☐ Michael T. Parker
- X F. Keith Ball
- ☐ Robert P. Myers, Jr.
- ☐ LaKeysha Greer Isaac
- ☐ Robert H. Walker (Retired)

Division

CLERK'S OFFICE, NORTHERN DIVISION
501 E. COURT STREET, SUITE 2.500
JACKSON, MISSISSIPPI 39201

It is your responsibility to see that all pleadings and correspondence filed with this Court regarding this case contain the civil action number and judge designations.

If you wish to have a stamped filed copy of any pleading or document filed in this case returned to you, you will need to send an extra copy of the document along with a stamped self-addressed envelope. If you do not send an extra copy of the documents and a stamped self-addressed envelope, this Court will be unable to return a copy to you.

NOTICE FOR CHANGE OF ADDRESS: When there is a change of address for the plaintiff, the plaintiff must notify this Court in writing in a separate document with the following specific information: (1) state the civil action number of the case; (2) state that the plaintiff is requesting this Court to change his address of record; (3) state the new address of the plaintiff; and (4) if applicable, state the prisoner number of the plaintiff.

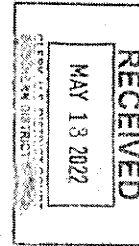
The failure to advise this Court of a change of address or failure to comply with any order of this Court will be deemed as a purposeful delay and contumacious act by the plaintiff and may result in the dismissal of your case.

Case 3:22-cv-00256-DPJ-FKB Document 1-5 Filed 05/13/22 Page 1 of 2

PLEASE STICKER AT TOP OF ENVELOPE AND THE FRONT
OF THE MAIL. ADDRESS MUST BE PRINTED IN INK.
CERTIFIED MAIL



7021 0950 0002 1959 9406



H. Gary Brown
c/o 1344 Lakewood Drive
Baton Rouge, LA 70802

United States District Court
Thad Cochran United States Courthouse
501 E. Court Street
Suite 2.500
Jackson, Mississippi 39201

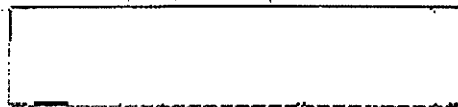
1st Class U.S. Mail 12 Star@large Env 71, sec 23.
Don't Treadpass nor Obstruct 18 USC 1701.
Private Property, Privileged, Confidential for Addressee only.
Value: 1 ounce 99% Silver.
18 USC Ch 83 § 1702, Obstruction
~ § 1726 Postage collected unlawfully
~ § 1692 Foreign mail as U.S. mail
~ § 1701 Obstruction of § 1703, Destruction of mails
~ § 1702 Of correspondence
~ § 1693 Carriage of mail
~ § 1703, Delay of destruction of mail
DHAM 1.5.4 Use of Foreign Return Addresses

General Post-office, Non domestic, zip exempt.



Baton Rouge F
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FROM LO FOR
PRIMEVILLE LA
MAY 13 2022
AVOUNT
R235SE1291 00-00

Case 3:22-cv-00256-DPJ-FKB Document I-5 Filed 05/13/22 Page 2 of 2



H. Gary Brown
C/o 1344 Lakeridge Drive
Baton Rouge, La [70802]
hgarybrown@gmail.com
Phone: 504-756-1987
Fax: (985) 238-3818

Brandon A. Sibley
17125 Cline Drive
Maurepas, LA 70449
Phone: (225) 369-7806
Fax: (985) 238-3818

United States District Court
Thad Cochran United States Courthouse
501 E. Court Street
Suite 2.500
Jackson, MS 39201

VIA First Class Mail

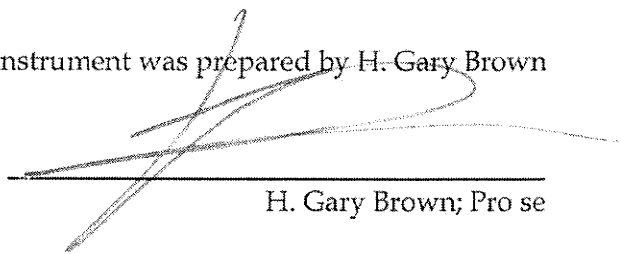
Dear Arthur S. Johnston,

Please find enclosed a Complaint I wish to file in the United States District Court for the Southern District of Mississippi Northern Division. Also attached herein are:

1. A JS44 Civil Cover Sheet *Postal Money Order*
2. A ~~Cashier's check~~ in the amount of \$402 for filing fees.
3. Exhibit A (Pictures of Unidentified Defendants)
4. Exhibit ~~B~~ *A* (Chief Ben Cyrus' Ordinance)

Again, thank you for your time in this matter and should you need to contact me for any housekeeping matters my phone number is 504-756-1987 or for electronic receipts hgarybrown@gmail.com.

This instrument was prepared by H. Gary Brown


H. Gary Brown; Pro se

CIVIL COVER SHEET

3:22-cv-256-DPJ-FKB

JS 44 (Rev. 04/21)

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 NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Brandon A. Sibley, Howard G. Brown

(b) County of Residence of First Listed Plaintiff Livingston Parish
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

CHOCTAW RESORT DEVELOPMENT ENTERPRISE,
MISSISSIPPI BAND OF CHOCTAW INDIANS. et al...County of Residence of First Listed Defendant Neshoba
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

FILED

MAY 13 2022

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | ☐ 1 | ☒ 1 | Incorporated or Principal Place of Business In This State | ☐ 4 | ☒ 4 |
| Citizen of Another State | ☒ 2 | ☐ 2 | Incorporated and Principal Place of Business In Another State | ☐ 5 | ☐ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice	☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark ☐ 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education	PRISONER PETITIONS Habeas Corpus: ☐ 463 Alien Detainee ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☒ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement	☐ 424 Appeal 28 USC 159 ☐ 425 Withdrawal 28 USC 158 ☐ 426 Withdrawal 28 USC 159 ☐ 427 Withdrawal 28 USC 159 ☐ 428 Withdrawal 28 USC 159 ☐ 429 Withdrawal 28 USC 159 ☐ 430 Withdrawal 28 USC 159 ☐ 431 Withdrawal 28 USC 159 ☐ 432 Withdrawal 28 USC 159 ☐ 433 Withdrawal 28 USC 159 ☐ 434 Withdrawal 28 USC 159 ☐ 435 Withdrawal 28 USC 159 ☐ 436 Withdrawal 28 USC 159 ☐ 437 Withdrawal 28 USC 159 ☐ 438 Withdrawal 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Exhibit B



OFFICE OF THE TRIBAL CHIEF CYRUS BEN

101 Industrial Road • P.O. Box 6010 • Choctaw, Mississippi 39350

Phone: (601) 656-5251 • Fax: (601) 650-1606

EXECUTIVE ORDER NO. 2020-06-B

“REINSTATEMENT OF FACE COVERING REQUIREMENT”

WHEREAS, Section VI of Ordinance 50-A of the Mississippi Band of Choctaw Indians (“MBCI”) authorizes the Tribal Chief to prohibit activities or conditions during a State of Emergency to maintain public order and protect lives and property for the safety, health and welfare of tribal members and to impose prohibitions and restrictions as are necessary to accomplish those goals; and

WHEREAS, on July 20, 2021, I declared an Ninety-Eighth Extension of the Executive Order and State of Emergency Proclamation initially declared on March 15, 2020 in response to the ongoing public health threat posed by Coronavirus Disease 2019 (“COVID-19”); and

WHEREAS, on July 1, 2020, as an additional measure to disrupt the spread of COVID-19 on MBCI tribal lands, I issued Executive Order No. 2020-06, which requires all persons over the age of two (2) to wear face coverings in public places on MBCI tribal lands; and

WHEREAS, on May 17, 2021, in response to a decrease in instances of COVID-19 community transmission on MBCI tribal lands, I issued Executive Order No. 2020-06-A, which partially lifted the face covering requirement for individuals who are fully vaccinated against COVID-19; and

WHEREAS, I find it necessary to reinstate the face covering requirement as originally set forth in Executive Order No. 2020-06 in response to an increase in instances of COVID-19 community transmission on MBCI tribal lands, with the Choctaw Health Center reporting twelve (12) active cases of COVID-19 among persons eligible to receive healthcare services as of July 19, 2021; and

WHEREAS, the decision to reinstate the face covering requirement as originally set forth in Executive Order No. 2020-06 is made with the concurrence of the Director and Chief Medical Officer of the Choctaw Health Center;

NOW, THEREFORE, I, Cyrus Ben, Chief of the Mississippi Band of Choctaw Indians, pursuant to the authority of Ordinance 50-A, do hereby rescind Executive Order No. 2020-06-A and reinstate the requirement that masks, consisting of at least simple cloth face coverings, be worn by all persons two (2) years of age or older when interacting in Public Places on MBCI tribal lands. For the purposes of this Executive Order, the following definitions apply:

1. “Face Covering” means a device to cover the nose and mouth of a person to impede the spread of saliva or other fluids during speaking, coughing, sneezing, or other intentional or involuntary action. Medical-grade masks are not required and are, in fact, discouraged for use under this Executive Order, as they are in short supply and should generally be reserved for high-risk first responders and healthcare workers or those coming into direct contact

with suspected COVID-19 patients. Coverings may be fashioned from scarves, bandanas, or other suitable fabrics.

2. "Public Place" means:
- A. indoor spaces of businesses, places of worship, and government buildings open to the general public on tribal lands;
 - B. transportation services available to the general public; and
 - C. outdoor areas open to the general public where persons are gathered and unable to maintain a distance of six (6) or more feet between persons who are not from the same household.

SO ORDERED, THIS THE 21st DAY OF JULY, 2021.


CYRUS BEN, TRIBAL CHIEF

TRIBAL SEAL

Exhibit A

