

SARAH A. CORMELL,

LAC COURTE OREILLES TRIBAL COURT

Plaintiff,

v.

SUMMONS

**LAC COURTE OREILLES BAND OF
LAKE SUPERIOR CHIPPEWA INDIANS
OF WISCONSIN; AND
LCO COMMUNITY HEALTH CENTER,**

Case No. 19-CV-779
Case Code:

Defendant.

LAC COURTE OREILLES RESERVATION

To each person named above as a Defendant:

You are hereby notified that Plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this summons, exclusive of the day of service, you must respond with an answer, as that term is defined in LCOTCL Title II, Chapter I, § 1.903(1). The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is Clerk of Court, 13394 W. Trepania Road, Hayward, WI 54843, and to Plaintiff's attorney, whose address is P.O. Box 513, Hayward, WI 54843. You may have an attorney help or represent you.

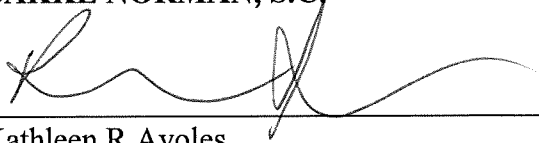
If you do not provide a proper answer within 20 days, the court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real

estate you now own or in the future, and may also be enforced by garnishment or seizure of property.

Dated: November 18, 2019

BAKKE NORMAN, S.C.

By: _____


Kathleen R Avoles
Attorney No. 1063821
10576 Main Street, Hayward, WI 54843
(715) 246-3800

Attorneys for SARAH A. CORMELL

LAC COURTE OREILLES TRIBAL COURT

SARAH A. CORMELL,

LAC COURTE OREILLES TRIBAL COURT

Plaintiff,

v.

COMPLAINT

**LAC COURTE OREILLES BAND OF
LAKE SUPERIOR CHIPPEWA INDIANS
OF WISCONSIN; AND
LAC COURTE OREILLES COMMUNITY
HEALTH CENTER,**

Case No. 19-CV-779

Defendant.

Plaintiff, Sarah A. Cornell, by and through her attorneys, Bakke Norman, S.C., by Jeffrey A. Cornell, states and complains as follows:

NATURE OF ACTION

This is a civil action alleging breach of contract, defamation of character, wrongful termination and harassment by Defendant, resulting in financial damage to Plaintiff as well as damage to her reputation within the community and emotional pain and suffering.

This Court has jurisdiction over this case pursuant to LCOTCL Title II Chap. I § 1.302. Venue is appropriate in LCO Tribal Court because the conduct giving rise to this Complaint occurred under an employment contract entered into by the Lac Courte Oreilles Tribal Governing Board acting as the governing body of the LCO Community Health Clinic and the Plaintiff. Under that Agreement both parties consented to the jurisdiction of the LCO Tribal Court.

PARTIES

1. The Plaintiff, Sarah A. Cornell, (Cornell, Employee or Plaintiff) is an adult resident of the State of Wisconsin, residing at [REDACTED] Hayward, WI 54843. At all times relevant hereto, Cornell was a contracted employee of the, Lac Courte Oreilles Band of Lake Superior Chippewa Indians of Wisconsin and a member of the St. Croix Chippewa Indians of Wisconsin.
2. The Defendant, Lac Courte Oreilles Band of Lake Superior Chippewa Indians of Wisconsin (Tribe, Defendant, or Employer), is a federally recognized tribe, with a principal office located at 13394 W. Trepania Road, Hayward, WI 54843. Defendant is a governing body of the LCO Community Health Center.

FACTUAL BACKGROUND

1. Plaintiff Cornell, (hereinafter Cornell) was employed by the LCO Community Health Center (hereinafter the Health Center) as the Health Director/CEO from February 28, 2019 until she was given notice of termination on September 13, 2019.
2. Cornell entered into an Employment Agreement (hereinafter Agreement) with the Defendant for a term of three years.
3. The Agreement enumerates options of termination that can be exercised by either the employer or the employee; the employer options for termination are “for cause” and “without cause”.
4. Under the Agreement a “for cause” termination must be supported by evidence demonstrating the cause. A termination “without cause” requires a thirty day written notice to the employee.
5. The specific bases listed under “for cause” termination includes, “if the Employee commits a material breach of this Agreement”.
6. The Agreement also stipulates that if the Employer elects to terminate the Employee’s contract under a “without cause” action, or if the employer is in breach of the Agreement, the employer will compensate Cornell with a lump sum payment of three months base salary.
7. The Agreement vested in Cornell all hiring and firing responsibility subject only to the authority of the Tribal Governing Board (TGB).
8. The TGB is a seven member body of elected officials charged with the governance of the Tribe. Official actions of the TGB require support of a majority of the board, known as a quorum (four votes).

9. In the summer of 2019, the Lac Courte Oreilles Band of Lake Superior Chippewa Indians of Wisconsin (hereinafter LCO or Tribe) elected four new TGB members.
10. The newly elected members of the TGB are Michelle Beaudin (Beaudin), Gary Clause (Clause), Lorraine Gouge (Gouge), and Glenda Barber (Barber).
11. Prior to Cormell's commencement as the Health Director/CEO in February of 2019, the Health Center engaged a third party to audit the Health Center's finances and identify any errors or potential issues in practice and reporting.
12. The LCO Times newspaper reported a story concerning the Health Center's audit findings implicating accounting discrepancies linked to Beaudin in her former employment at the Health Center.
13. On or about July 12, 2019, Beaudin and Barber alleged that Cormell was the source for the article ran in the LCO Times concerning the Health Center's audit and claimed that she divulged confidential information to the reporter Joe Morey.
14. On or about July 12, 2019, Beaudin and Barber alleged that Cormell made false accusations of Beaudin on a radio interview conducted by Eric Shoebring on 88.9 WOJB. The subject of the interview was the Health Center and questions were asked regarding finances of the Health Center.
15. On or about July 12, 2019, Cormell denied being the source for the LCO Today article. Cormell explained to Beaudin and Barber that in her capacity as Health Director her duties include consulting with the TGB and the Health Board regarding the findings of the audit, any information shared by those Cormell reported is beyond her control.
16. On or about July 12, 2019, Cormell informed Beaudin and Barber that no confidential information was disclosed in the radio interview with Shoebring.
17. On or about July 12, 2019, Beaudin and Barber questioned Cormell about the employment of Dianne Peterson (Peterson), and demanded Peterson's termination.
18. Peterson was a consultant for the Health Center and was hired to assist in completing delinquent Federal Qualified Health Center (FQHC) reports from the previous five years. FQHC reports are to be submitted annually. If no reports are filed for five years, enhanced reimbursement for Medicaid and Medicare benefits to the Health Center are no longer available.
19. Annual FQHC reimbursement ranges from \$800,000 to \$1,500,000 for a clinic the size of the Health Center.
20. Before hiring Peterson, Cormell consulted with TGB and LCO's legal department because Peterson was considered a transfer from another LCO agency. TGB and the LCO legal team did not object to Cormell hiring Peterson.

21. Prior to Peterson's hiring, Beaudin had been employed by the Health Center under a contract to file FQHC reports and had been delinquent in doing so for five (5) years.
22. On or about July 12, 2019, when Beaudin and Barber demanded that Cormell terminate Peterson, it was not known whether a quorum vote had been taken on Peterson's contract.
23. On or about July 30, 2019 Cormell raised the question of Peterson's contract in a budget review meeting with TGB for discussion. The TGB raised concerns from Peterson's previous employment at other agencies within LCO and Cormell took this under advisement. A TGB vote to terminate Peterson did not occur.
24. On or about July 30, 2019 at the budget review meeting between the Health Director and the TGB, Cormell was asked by Gouge, if Cormell was a St. Croix tribal member (meaning the St. Croix Chippewa Indians of Wisconsin), Cormell is an enrolled member of St. Croix Tribe.
25. On or about July 30, 2019 at the budget review meeting, Beaudin and Barber alleged that Cormell was not following LCO tribal member hiring preferences.
26. On or about July 30, 2019 at the TGB monthly meeting Beaudin instructed Cormell to lower hiring standards to minimum qualifications for tribal member consideration, even in positions that require certain qualifications under grant standards.
27. During Cormell's tenure from March to September as Health Director she hired 26 employees. Of those 14 were LCO tribal members, roughly 54% of all hires. Almost all of the non-LCO hires were for positions that required certain credentialing, such as MD. In all cases when credentialing was required and an LCO member applied, Cormell hired the LCO member. For all positions not requiring a credential, all but three positions were LCO members.
28. On or about July 30, 2019, at the TGB monthly meeting, Barber alleged that Cormell refused to give an interview to a tribal member qualified as a nurse for a nursing position. Barber stated that she got her information from Facebook.
29. On or about July 31st, Cormell contacted the nurse that was alleged to have not been given an interview. The nurse had not applied for a position at the Health Center. The Facebook post was about not getting an interview for a position at the LCO Drug Court.
30. On or about August 1, 2019, after performing her own due diligence and determining it was in the best interest of the Health Center, Cormell gave verbal notice to Peterson that her contract of employment was to be terminated on August 23.
31. On or about September 13, 2019, Gary Girard was named interim Health Director following Cormell's termination. Girard is Gouge's husband and an LCO tribal member.
32. The Health Center Board is a policy-making and advisory board of the Health Center.
33. Cormell as Health Director discussed pending employment lawsuits with the Health Board as part of quality improvement and risk management for the Health Center.

34. Under Section 3 of the Health Board Bylaws, titled "Responsibilities", it states, "The Health Board shall assist with the long range planning of the Health Center as well as ongoing quality improvement activities and risk management."
35. Consulting with the Health Board on matters of employment challenges is related to quality improvement and risk management. Improving employment practices based upon employment challenges to the Health Center is quality improvement based. Assessing potential for financial damages from pending employment challenges is a risk management concern for the Health Center.
36. Beaudin was terminated from the Health Center's accounting department prior to Cormell's appointment as Health Director/CEO and has a wrongful termination lawsuit pending in the LCO Tribal Court.
37. On or about September 9, 2019, Cormell was in engaged in her monthly report with the TGB in an executive session. Cormell requested that the meeting be conducted in regular session due to the nature of the questions. The request was denied by Gouge.
38. Beaudin and Barber raised allegations against Cormell for breaches of confidentiality at the TGB monthly meeting that occurred on or about September 9, 2019. Beaudin and Barber did not disclose details, including the identity of the individuals who were the alleged victims of the breach, but stated that it was about employment cases in the LCO tribal court being disclosed to the Health Board.
39. On or about September 9, 2019 in the TGB monthly meeting Barber repeatedly interrupted Cormell and called Cormell a liar, while Cormell was trying to answer questions being asked of her by Barber and Beaudin.
40. On or about September 9, 2019 in the TGB monthly meeting Beaudin accused Cormell of impersonating a doctor based on a complaint from a tribal member. The tribal member was disgruntled from an earlier incident at the Health Center.
41. Beaudin's allegation arose from a walk-in visit by a tribal member desiring to see a doctor at the Health Center. Health Center personnel engaged in its protocol for a walk-in patient. First availability of medical doctors was checked. When no open slots were available, the on-staff nurse, Joshua Robinson was called to conduct a triage.
42. Nurse Robinson's triage included a call to the patient's specialist at an outside clinic regarding her condition. The specialist informed Robinson that the patient's condition would not react well to the specific medication sought by the patient.
43. Later in the day the patient returned upset that she could not see the doctor. Cormell engaged the patient and reviewed the triage report, further explaining that a doctor was not available on that day without an appointment. Cormell also reiterated that the nurse had consulted with the patient's specialist. The patient was not satisfied and stated to Cormell that Cormell was not a doctor, and that the nurse was not a doctor.

44. On or about September 9, 2019 Cormell was terminated by “an official action” of the TGB. The vote taken by the TGB was 3 in favor and 2 in opposition. The Chairman was not present and the Vice-Chair held the vote.
45. The vote on September 9th, included TGB member Beaudin who had a potential conflict of interest due to her pending employment challenge against the Health Center and her previous Facebook conversations in which she falsely accused Cormell of displacing Health Center professionals and replacing them with criminals.
46. On or about September 16th a full TGB meeting occurred and a vote was taken to confirm the previous vote for termination of Cormell’s contract with 4 votes in favor and 2 in opposition (The Chairman only votes in the event of a tie).
47. On or about September 13th Cormell received a letter from Gouge informing her of the termination. The reasons given were for failure to comply with a directive from the TGB and breach of confidentiality to the Health Board.
48. The letter stated that the termination was made pursuant to Section 2.4 of the Employment Contract.
49. Sections 2.5.2 and 2.5.4 of the Employment Contract states that a lump sum of 3 months’ pay is owed Cormell within 30 days of termination. Payment was not received and has yet to be paid.
50. On or about October 6, 2019 an anonymous letter to the LCO membership was posted to the Lac Courte Oreilles Today (LCO Today) Facebook page. The letter included allegations that Cormell violated HIPAA confidentiality rules.
51. LCO Today is the digital version of the LCO newspaper and regularly carries news involving LCO governmental matters, business developments and community news.
52. On or about October 10, 2019 Cormell received copies of an email chain between Beaudin, and former Health Clinic employees, Marsha Pringle and Kristine Kuykendall.
53. The email chain between Beaudin, Kuykendall and Pringle concern the writing and editing of the anonymous letter to the membership that was later published in the LCO Today. Specifically discussed were allegations towards Cormell and encouraged embellishment of said allegations.
54. Violating HIPAA is a serious violation that will likely prevent future employment, specifically but not limited to employment in the health field.
55. On or about October 7th the people of LCO submitted a petition to the Chairman of the TGB calling for a referendum vote to overturn the termination of Cormell, with 200 signatures.
56. LCOTCL Title V Chapter 2 “Referendum Code”, states that an action of the TGB can be overturned in a referendum vote with at least 200 eligible voters of LCO. A referendum vote

is held when the TGB receives a petition calling for a referendum vote signed by at least 100 eligible voting members of LCO.

57. The Referendum code states that within 60 days of receiving a referendum petition the Secretary of the TGB will send the petition to the LCO Enrollment Office in order to determine validity. Once validity is determined the Secretary of the TGB will send the petition to the Election Committee in order to schedule and organize a referendum election. The Election Committee has 90 days from the initial receipt of the petition to the TGB to hold a referendum election.
58. The Secretary of the TGB is Beaudin.
59. After receipt of the referendum petition to overturn Cornell's termination Beaudin turned over the petition to the Enrollment Office to determine validity.
60. On or about October 21, 2019 the Enrollment Office verified the validity of the signatures on the petition as eligible LCO voting members.
61. On or about October 28, 2019 at a public TGB meeting TGB Member Tweed Shuman called for a vote to submit the petition to the Election Committee to schedule a referendum election.
62. On or about November 28, 2019 the same quorum that voted to terminate Cornell (Beaudin, Gouge, Barber, and Clause) voted to not submit the valid petition to the Election Committee in order to schedule a referendum election.
63. The role of the TGB under the Referendum code is only to determine the validity of the petition. The TGB has no discretion to reject a valid referendum petition. The power to call for a referendum is with the people of LCO, and under the code once the petition is found valid a referendum vote shall occur within 90 days of submission of the petition.

**FIRST CAUSE OF ACTION
BREACH OF CONTRACT
(Section 2.2 & 2.5 of Employment Contract)**

64. Cornell realleges and incorporates herein all previous paragraphs as if set forth fully herein.
65. Defendants and Cornell entered into an Employment Contract on February 28, 2019.
66. Cornell performed all duties assigned under the Employment Contract.
67. No 30 days written notice was provided for a termination "without cause" in violation of Employment Contract Section 2.2.2.
68. Defendants failed to pay Cornell a lump sum of 3 months pay, as required to be paid within thirty days of termination, in violation of Employment Contract 2.5.2 and 2.5.4.

69. Defendants failed to provide supporting evidence for a termination “with cause”, in violation of Employment Contract Section 2.2.1.
70. Cornell has sustained financial loss as a result of Defendant’s conduct.

**SECOND CAUSE OF ACTION
WAGE CLAIM
(Section 2.1 of Employment Contract)**

71. Cornell realleges and incorporates herein all previous paragraphs as if set forth fully herein.
72. Defendant engaged Cornell in an Employment Contract for a term of three years.
73. Defendant committed a breach of contract by terminating Cornell outside the provisions of the Employment Contract.
74. Cornell is entitled to the compensation that is owed for the remainder of the Employment Contract.

**THIRD CAUSE OF ACTION
DEFAMATION OF CHARACTER
(Wis. Stat. 942.01(2))**

75. Cornell realleges and incorporates herein all previous paragraphs as if set forth fully herein.
76. LCO Tribal Court Code Title II Chapter 1 § 1.306 allows for any action under the laws of the State of Wisconsin to be brought in Tribal Court.
77. LCO Tribal Court Code Title II Chapter 1 § 1.306 allows the Court to use tribal customs, traditions, values, and policies when considering an outside source of law for guidance.
78. The Ojibwe traditional law use of words of power in a harmful manner through words intended to diminish another, is analogous to state law uses of defamation.
79. On or about October 6, 2019, a letter was posted to Facebook, a known public forum.
80. The letter included myriad false allegations about Cornell that denigrated Cornell’s moral and professional conduct while Health Director/CEO of the Health Center specifically that she violated HIPAA which effectively “blacklists” Cornell from future employment in the field of health care.
81. Specific emails were authored by Beaudin, Christine Kuykendall and Marsha Pringle and evidence their involvement in the defamatory Facebook post.
82. Many of Cornell’s social and profession peers have read the letter that was posted to Facebook.

83. Cornell's professional reputation and standing in the community have been damaged as a result of Defendant's conduct.

**FOURTH CAUSE OF ACTION
HARRASSMENT**

(LCOTCL Title XIV, § 5.805(1)(b) & Indian Civil Rights Act 25 U.S.C. § 1302 (a)(8) Equal Protection)

84. Cornell realleges and incorporates herein all previous paragraphs as if set forth fully herein.

85. The Health Center has a "zero tolerance" policy with respect to employee harassment that includes, but is not limited to, harassment based upon national origin, in this case harassment based upon membership in another tribe.

86. On or about July 30, 2019 in a TGB meeting Beaudin, Barber, Clause, and Gouge made comment to the effect that Cornell was not a member of the LCO Tribe with the implication that it was a detriment to management of the Health Center.

87. Beaudin, Barber, Clause and Gouge refer publicly to themselves as the "Coalition for Change" whose goals include removing non-member employees from positions with the LCO and replacing them with LCO tribal members. This campaign is being employed in the workplace, including the Health Center, to intimidate non-members of LCO and non-native employees.

88. Constant attacks from Beaudin and Barber created a hostile work environment.

89. Cornell suffered extreme stress and emotional suffering as a result of the hostile work environment.

WHEREFORE, Plaintiff, Sarah Cornell asks for judgement against Defendant Lac Courte Oreilles Tribe and Lac Courte Oreilles Health Center for the following:

- a. Wages due Plaintiff Cornell in an amount sufficient to compensate for the remainder of the contract through March 1, 2022;
- b. Lump sum payment of three months wages for termination "without cause" per Cornell's Employment Contract;
- c. Pecuniary penalties for damages suffered due to defamation of character;
- d. Damages for emotional stress as a result of the hostile work environment created by the individuals names herein;
- e. Punitive damages for creation of a hostile work environment;

f. Additional relief as the Court deems just and proper.

Dated: 11/19/19

BAKKE NORMAN, S.C.

By: 

Kathleen R Avoles
Attorney No. 1063821
10576 Main Street, Hayward, WI 54843
(715) 246-3800

Attorneys for SARAH A. CORMELL