

FILED

ORIGINAL

AUG 4 2016

U.S. COURT OF FEDERAL CLAIMS

Sylvan Godfrey # 11060-073

Federal Correctional Institution

P.O. Box 7007

Marianna, FL 32447

PLAINTIFF PRO SE

16-954-C

IN THE UNITED STATES COURT OF FEDERAL CLAIMS

SYLVAN GODFREY,

Plaintiff,

v.

THE UNITED STATES,

Defendant.

CASE NO.

(To Be Assigned By Clerk of Court)

(Judge:

(To Be Assigned)

CONTRACT COMPLAINT UNDER 1868 FORT LARAMIE

TREATY WITH SIOUX INDIANS "BAD MEN"

CLAUSE, 11 Stat. 749

CLAIM #1:

On or about December, 2009 defendant the United States in \$3.4 Billion Indian Trust Settlement Cobell v. Jewell, United States District Court for the District of Columbia, Case No. 1:96-cv-01285 (Judge Thomas F. Hogan) [see attached Important Information About the \$3.4 Billion Indian Trust Settlement] did act under color of federal law and/or pursuant to a valid exercise of their sovereign authority and in breach of their fiduciary duties owed to the Plaintiff Sylvan Godfrey ("Godfrey") (who is a party to the Cobell v. Jewell Indian Trust Settlement and did receive unfair compensation in the amount of \$880.00 as part of the Historical Class), an enrolled member of the Sioux Indian Tribe in the state of South Dakota, under the 1868 Fort Laramie Treaty with Sioux Indians "Badmen" Clause, 11 Stat. 749 and under the Indian Land Consolidation Act Amendments of 2000, 25 U.S.C. § 2201; Pub. L. 106-462, 114 Stat. 1991, et seq., and under American Indian Probate Reform Act of 2004, 15 U.S.C. § 2201; P.L. 108-374,

118 Stat. 1773, et seq. [see, attached April 25, 2016 Notice of Docketing & Order Setting Briefing Schedule in Estate of Victor Charles Foustev, Sr. and federal complaint appeal proceedings against Cobell Administrators Victor Charles Foustev, Jr. v. Garden City Group, Inc., et al., U.S. Court of Appeals For The District of Columbia Circuit, No. 15-5049 Order of July 6, 2016 by related Plaintiff of this Court Victor C. Foustev, Sr.), in common scheme did knowing and willfully deny Godfrey fair and just compensation and award payments under Cobell by only paying \$880.<sup>00</sup> and exploited Godfrey and denial of all economically viable use Indian land resources and enjoyment of Indian land on a long term basis through unfair land purchasing compensation and escheatment of fractionated Indian land allotments, failure to fairly pay-out in \$3.4 Billion Indian Trust Settlement Cobell v. Jewell, Ibid., and where the Cobell Awards have not been held in fair interest bearing account from December, 2009 - Present, and where defendant United States has filed motions based on overly inflated and false fees for post-settlement representation and so-called public speaking fees in excess of \$15 million post settlement from December 2009 through May, 2015 and caused Godfrey to be denied \$2.3 Billion Award payments, plus costs and interests, and defendant United States are paying Cobell awards 'discretionarily' and caused Godfrey to be denied \$2.3 Billion Award payments, plus costs and interests, and other, in violation of Indian funds management and government fee statute, 25 U.S.C. § 162a, 413, and defendant United States has built roads and rights of way on Godfrey's Sioux Indian Reservation for the purpose of accessing and taking Indian oil, gas, coal, timber resources, minerals and rights of way without just compensation in violation of 25 U.S.C. § 318a, 323-325 without just compensation under the Fifth Amendment for which Godfrey is entitled to money-mandating statute or regulation compensation under Sioux 1868 Sioux Indian Treaty "Bad Men" Clause, and where defendant United States intentionally tampered with Plaintiff Godfrey's Sioux Indian Reservation public drinking water system with high concentrations of chlorine to conceal smell and Uranium (TRUURMS) and intentional poisoning

of public drinking water system on the Sioux Indian Reservation in South Dakota from 2011 - Present and misrepresenting and perpetrating false reporting, false statements as to the Uranium (TRAVORUS) and Chlorine levels in violation of 18 U.S.C. § 1078 (false reporting, false statement statute), and in violation of Clean Water Act and Clean Air Act and National Historic Preservation Act, 16 U.S.C. § 470, et seq and Freedom of Religion Act and caused a wrong upon the United States.

### CLAIM # 2:

On or about October 3, 2013, defendant The United States in United States of America v. Sylvan Godfrey, U.S.D.C. - D. of S.D. (Pierre Division), No. 3:13-cr-30118-RAL-L, did act under color of federal law and pursuant to a valid exercise of their sovereign authority and in breach of their fiduciary duties owed to the Plaintiff Sylvan Godfrey ("Godfrey"), an enrolled member of the Sioux Indian Tribe - Rosebud Sioux, under the 1868 Fort Laramie Treaty "Badmer" Clause and in common scheme did cause a wrong upon the United States by knowingly and willfully perpetrating vague and discriminatory charges 18 U.S.C. §§ 1153(a), 2241(c), and 2246(2)(D) pursuant to a policy, practice or pattern of lowering the evidentiary threshold in Indian cases from Plausible to Viable for Godfrey's indictment, conviction and wrongful imprisonment under exerted pressure on another official Rosebud Sioux Tribal Law & Justice agents to perform an "official act" within the definition of 18 U.S.C. § 201(a)(3) by threatening the withholding of federal contracting programs funding for COPS, WEED & SEED, Tribal-state Cross-Jurisdictional contracts/compacts under the Indian Self-Determination & Education Assistance Act, Public Law 638 funds and causing the Plaintiff Godfrey to be wrongfully imprisoned and sentenced to 365-months term of imprison and 5-years Supervisory Release and caused a wrong upon the United States.

CLAIM #3:

On or about August 20, 2014, defendant The United States in United States of America v. Sylvan Godfrey, U.S.D.C. - D. of S.D. (Pierre Division), No. 3:13-cr-30118-RAL-1, did act under color of federal and state law and pursuant to a valid exercise of their sovereign authority and in breach of their fiduciary duties owed to the Plaintiff Sylvan Godfrey ("Godfrey"), an enrolled Rosebud Sioux Tribal member, under "Bad Men" Clause of 1868 Fort Laramie Treaty with the Sioux Indians and in common scheme cause a wrong upon the United States by knowingly and willfully perpetrating vague and discriminatory Adam Walsh Act of 2006 (P.L. 109-248), including a provision, codified in 18 U.S.C. § 4248 to certify Godfrey for civil commitment; S.D.N.Y.A., 42 U.S.C. § 16913; S.D.M.A., 18 U.S.C.A. § 3583(d) (West Supp. 2012); P.S. 5110.17, and in violation of 4th, 5th, 6th, 8th, and 14th Amend. U.S. Const.

DEMAND: Plaintiff Godfrey demands a jury trial, and Plaintiff demands \$2.3 Billion dollars compensatory damages from defendant, plus costs and interests on Claim #1; \$12 million for wrongful imprisonment on Claim #2; Injunctive and declaratory relief on all claims and equitable tolling, appointment of counsel, transfer of case or other relief.

Executed on this 29th day of July, 2016.

~~Sylvan Godfrey~~  
Sylvan Godfrey

CERTIFICATE OF SERVICE

I, Sylvan Godfrey, hereby swear and certify under penalty of perjury 28 U.S.C. § 1746 that I mailed this original CONTRACT COMPLAINT, COVER SHEET, NOTICE OF RELATED CASE(S) on this 29th day of July, 2016 by prepaid First CLASS Postage through FCF-Marianna, FL legal mail procedures to the following: Office of the Clerk, U.S. Court of Federal Claims, 717 Madison Place, N.W., Room 103, Washington, D.C. 20005

~~Sylvan Godfrey~~  
Sylvan Godfrey