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REPLY TO FLORIDA

July 27, 2026

Via Email Only

Mr. Keenan Groesbeck, Chairman
Northern Arapaho Business Council
P.O. Box 396
Ft. Washakie, Wyoming 82514
Via Email nora.willow@northernarapaho.com

RE: Foundations For Nations Church

Dear Chairman Groesbeck and Council Members:

Liberty Counsel is a national nonprofit litigation, education, and public policy organization with an emphasis on First Amendment religious liberties. See <https://lc.org/cases>.

Liberty Counsel writes regarding Jason and Sarah Lucas; Foundations For Nations Church (“FFN” or “FFN Church”); and FFN Church members, including those FFN members from the Eastern Shoshone Tribe (“EST”) and Northern Arapaho Tribe (“NAT”). We have had extensive discussion with concerned Native residents on the Wind River Reservation who object to how the Northern Arapaho Business Council (NABC) has handled this matter.

We understand FFN leadership met with members of the NABC on July 10, 2026, regarding concerns that have been raised over certain religious statements and beliefs. We further understand the NABC has sent a letter (and NABC Resolution No. 2026-2142), both dated July 15, 2026, to FFN requesting a meeting to discuss FFN’s work in light of the Resolution. FFN has responded in writing to NABC, stating its willingness to meet again with NABC, per your request, at a mutually agreeable time. Liberty Counsel provides this letter for NABC’s consideration, in anticipation of what will hopefully be a good meeting between the NABC and FFN.

BACKGROUND

For over 9 years, Jason and Sarah Lucas and FFN have sought to serve and be a blessing to the people on the Wind River Reservation in a multi-ethnic fellowship of Christian believers that is led by the Gospel of Jesus Christ. FFN’s mission has always remained the same: **Love God, Reach People, Impact Community**. FFN is made up of Christians from numerous ethnicities, including Arapaho and Shoshone.

In addition to establishing a Christian church, FFN has faithfully worked to serve the Wind River Reservation community in tangible and meaningful ways. These efforts include operating a food pantry that serves over 2,000 individuals each month; providing after-school programs for children; hosting kids' day camps during the summer; Life Recovery classes helping people overcome addictions; prison ministry; homeless ministry; projects improving Native families' homes, and providing assistance to Native families with utilities and rent when needs arise; along with many other acts of service and outreach.

Through all of these initiatives, FFN's desire has been to build genuine relationships, show the love of Christ through action, and serve the people from both Shoshone and Arapaho backgrounds, while helping meet practical needs within the community.

The current controversy stems from religious teaching and remarks made on July 5, 2026, during a livestreamed 1.5 hour FFN church service, in which the issue of humanity's relationship to the Creator was discussed, including the theology of salvation from sin, reconciliation to the Creator, and new life is possible through faith in Jesus Christ alone. In reference to the recent 250th Anniversary of America, and the recently concluded NAT Sundance activities, the message was titled "Independence in God." At one point in the service, Sarah Lucas (and three Native Christian members of FFN) discussed and contrasted the teachings of the Bible with certain traditional Native religious beliefs and practices. In contrasting religious teachings, Sarah did not intend to be disrespectful toward traditional religious beliefs of the Tribe, nor did she intend to hurt or cause pain to any member of the Tribe. For that matter, neither did the Native Christian church members.

A small clip of Sarah's discussion circulated and attracted attention, but the themes she shared and a full transcript of that segment (as well as the entire worship service) are available. The full transcript contains more than 10,000 words. The worship service continued further from the points in question, discussing other commonly-held Christian religious beliefs and themes. Many people disagree (some strongly) with these themes, or Christianity in general. Many people ridicule and mock these Christian religious beliefs and themes. This is permissible, because in America, we have freedom of belief, free exercise of religion, and freedom of speech. Unfortunately, out of more than 10,000 words, a few of Sarah's words in a handful of sentences discussing deeply-held Christian religious beliefs contrasted with deeply-held traditional Native religious beliefs have been referenced out of context. Sarah and FFN have been unfairly vilified and attacked as a result.

On July 10, 2026, Jason and Sarah met with the NABC. Members of the NABC at that meeting expressed anger over Sarah's religious statements, and indicated that FFN should be barred from Wind River Reservation as a result. On July 15, 2026, the NABC adopted Resolution No. 2026-2142, which contained many recitals ("Whereas") and comparatively few operative provisions ("Resolved"). The Resolution was communicated to FFN via a letter sent that same day, July 15, 2026.

SUMMARY OF LEGAL POSITIONS

Liberty Counsel hopes that through clarity and dialogue, the NABC and FFN leaders can find a way forward in this matter that is respectful of protected rights and various traditions, based upon the following understandings:

- A) FFN's religious beliefs, religious exercise, and church property use (and those of Christian Shoshone and Arapaho FFN members) are protected by:

- i) the First Amendment to the U.S. Constitution;
 - ii) the Religious Freedom Restoration Act, 42 U.S.C. §2000bb-1;
 - iii) the Indian Civil Rights Act, 25 U.S.C. §§ 1301–1341; and
 - iv) the FACE Act, 18 U.S.C. § 248.
 - v) the *Ex parte Young* doctrine, rendering tribal officials amenable to suit in federal court “seeking to enjoin alleged ongoing violations of federal law.”
- B) FFN’s activities pre-date NABC Resolution No. 2026-2142 and FFN does not currently intend to expand recurring organized ministry activities on lands under the jurisdiction claimed by the Northern Arapaho Tribe.
- C) FFN requires no authorization from NABC to conduct religious activities on its own private fee simple property; NABC may not prohibit FFN from conducting religious activities on FFN property; and FFN will not be leaving its property.
- D) FFN’s Shoshone and Arapaho members or attendees require no authorization from NABC to engage in religious free exercise on Wind River Reservation lands and NABC may not violate their rights based on their association with FFN.
- E) Should FFN seek to expand activities in the future, it intends to contact the NABC to inform it of its intentions, pursuant to Resolution No. 2026-2142, as required by law.

These positions are based on applicable law, set forth below, and FFN’s interpretation of operative parts of NABC Resolution No. 2026-2142, with which FFN believes it is currently in compliance. FFN hopes for a positive working relationship with NABC going forward, and hopes to clarify misunderstandings in person. As previously mentioned, based on the plain language of the Resolution,¹ FFN believes it is currently in compliance with the Resolution’s operative parts:

NOW, THEREFORE, BE IT RESOLVED, that the Northern Arapaho Business Council hereby adopts the policy that outside organizations seeking to conduct recurring organized activities on lands under the jurisdiction of the Northern Arapaho Tribe should first consult with the Northern Arapaho Business Council before initiating or expanding such activities. (Emphasis added).

BE IT FURTHER RESOLVED, that Tribal departments are directed to encourage organizations proposing recurring activities to communicate with the Northern Arapaho Business Council so that appropriate governmental consultation may occur. (Emphasis added).

BE IT FURTHER RESOLVED, that nothing in this Resolution shall be interpreted to limit the constitutional rights of any individual or to restrict activities beyond the lawful jurisdiction of the Northern Arapaho Tribe.² (Emphasis added).

BE IT FURTHER RESOLVED, that the Chairman is authorized to communicate this policy to organizations conducting or proposing to conduct organized activities on lands under the jurisdiction of the Northern Arapaho Tribe and to invite such organizations to meet with the Northern Arapaho Business Council.³ (Emphasis added).

¹ “Should,” “encourage,” “may,” “authorized to communicate,” and “invite.”

² FFN respectfully adopts this same interpretation as NABC.

³ FFN appreciates the communication and the invitation.

BE IT FINALLY RESOLVED, that this Resolution shall become effective immediately upon its adoption.

To the extent the NABC characterizes FFN as an “outside organization,” FFN’s Shoshone and Arapaho members would likely assert that characterization is not fully accurate. FFN has been present in and a resource for the Wind River Reservation community for nearly ten years, and is a part of their lives.

While the Resolution and Letter purport to make neutral and secular requirements for further FFN religious activities, recorded statements from the July 10, 2026 meeting indicate NABC may be attempting to retaliate against protected religious speech. If this is the case, the purported facial neutrality of the Resolution is insufficient to overcome its infirmities, should the NABC actually engage in religious discrimination against FFN or its Shoshone or Arapaho members. FFN also respectfully reserves all rights to challenge the Resolution and the assumption of NABC’s claimed jurisdiction, if additional action becomes necessary, including the validity of any Treaty/ies upon which the Resolution purports to stand.

APPLICABLE LAW

U.S. Constitution – First Amendment – Treaties - ICRA

The United States Constitution is the supreme law of the land, including any treaties. The First Amendment to the Constitution protects religious free exercise and freedom of speech, and is binding upon Indian tribes, as are certain other federal laws. While Indian tribes certainly possess the inherent right to exclude non-members from tribal lands as part of their sovereign right of self-government, the right to do so is subject to the limits imposed under federal law. *See National Farmers Union Ins.*, 471 U.S. at 851, 105 (“[F]ederal law defines the outer boundaries of an Indian tribe’s power over non-Indians.”)

The Indian Civil Rights Act of 1968 (ICRA), 25 U.S.C. §§ 1301–1341 governs this situation. In pertinent part, Title I of the ICRA applies many of the individual protections afforded by the Bill of Rights to the application of Indian laws. Like the Constitution, **ICRA forbids any Tribe “prohibiting the free exercise of religion,” “abridging the freedom of speech,” “depriving anyone of liberty or property without due process of law,” and prohibits “bills of attainder or ex post facto laws.”** *See* 25 U.S.C. § 1302 (1),(8) and (9)(emphasis added). ICRA has been held to apply for the benefit of non-members as well as members of a tribe. *See Bugenig v. Hoopa Valley Tribe*, 266 F.3d 1201, 1223 (9th Cir.2001) (citing *United States v. Mazurie*, 419 U.S. 544, 558 n. 12, (1975)); *White v. Pueblo of San Juan*, 728 F.2d 1307, 1312 n. 1 (10th Cir.1984); *Dodge v. Nakai*, 298 F.Supp. 17, 24 (D.Ariz.1968)(Perceived “scorn,” “contempt” and disrespect are impermissible bases for a Tribe to abridge First Amendment freedom of speech). **ICRA thus prohibits the NABC from discriminating against FFN and its members on the basis of their religion – including religious speech uttered on July 5, 2026.** ICRA’s prohibition on religious discrimination against tribe members and non-members is enforceable in whichever forum an attempted enforcement action by a tribe may be brought. *Santa Ynez Band of Mission Indians v. Torres*, 262 F. Supp. 2d 1038, 1044 (C.D. Cal. 2002).

In addition to the restraints imposed by ICRA’s upon NABC’s powers, its powers cannot go beyond those enumerated by applicable Treaty. Here, the NABC’s suggestion that the Northern

Arapaho Tribe has any cognizable rights against FFN under the 1868 Treaty of Fort Laramie and its “bad men” provision appears misplaced, for several reasons. *First*, it is unclear that a provision of the 1868 Treaty of Fort Laramie signed by the Arapaho can be asserted upon 1863 and 1868 Fort Bridger Shoshone Treaties lands. *Second*, the 1863 and 1868 Shoshone Treaties of Fort Bridger apply to the Shoshone Reservation (now known as Wind River Reservation), and the Northern Arapaho Tribe was not a party to those Treaties.⁴ Only a tribe that is a party (or successor of a party) to a given Treaty may assert rights under that Treaty. “[T]reaty-tribe status ‘is the same gateway question’ any court would face when determining its entitlement to exercise those rights under the Treaty.” *Snoqualmie Indian Tribe v. Washington*, 8 F.4th 853, 865 (9th Cir. 2021). Here,

The Shoshone Tribe and the United States entered into a Treaty on July 2, 1868. 15 State. 673. The treaty established the Wind River Reservation “for the absolute and undisturbed use and occupation of the Shoshonee Indians.” 15 State. 673. The Eastern Shoshonee Tribe (“EST”) settled in the Wind River Reservation. The United States soon reneged on its earlier treaty commitment to the EST when it placed [the Northern Arapaho Tribe] on the Wind River Reservation in 1878.

Each tribe governs itself by vote of its tribal membership at general council meetings or by vote of its elected business council. *N. Arapaho Tribe v. Hodel*, 808 F. 2d 741, 744 (10th Cir. 1987). No member of one tribe may hold office or legislate for the other tribe. The tribes have not entered into a joint constitution to consolidate their respective governments. (Doc. 17-8.) The tribes’ joint occupation of the Wind River Reservation without a confederation agreement makes their situation unique in the nation.

EST and NAT do not operate under a “common sovereignty.” *E. Shoshone Tribe v. N. Arapaho Tribe*, 926 F. Supp. 1024, 1031 (D. Wyo. 1996).

N. Arapaho Tribe v. LaCounte, No. CV-16-11-BLG-BMM, 2017 WL 2728408, at *1 (D. Mont. June 23, 2017). *Third*, even if NABC is a valid successor to the 1863⁵ and 1868⁶ Fort Bridger Shoshone Treaties, a “bad men” designation under those treaties (and similar) does not (and cannot) apply to anyone engaging in peaceful religious speech. “To state a claim for relief under the bad men provision requires the identification of particular ‘bad men,’ **and an allegation that those men committed a wrong within the meaning of the treaty.**” *Jones v. United States*, 846 F.3d 1343, 1352 (Fed. Cir. 2017) (emphasis added). “[O]nly **acts that could be prosecutable as criminal wrongdoing** are cognizable under the bad men provision.” *Id.* at 1355.

⁴ “The [Shoshone] treaty of 1868 charged the government with a duty to see to it that strangers should never be permitted without the consent of the Shoshones to settle upon or reside in the Wind River Reservation. That duty was not fulfilled. Instead, the Arapahoes were brought upon the reservation with a show of military power, and kept there is definance [sic] of the duty to expel them.” *Shoshone Tribe of Indians of Wind River Rsrv. in Wyoming v. United States*, 299 U.S. 476, 494 (1937). However, “recognition of the occupancy of the Arapahoes and their equal interest in the land was ratified by act of Congress. Act of June 7, 1897...” and again by “Act of March 3, 1905.” *Id.* at 490.

⁵ Treaty with the Eastern Shoshoni, art. 1, July 2, 1863, 18 Stat. 685, 685, Oklahoma State University Tribal Treaties Database, <https://treaties.okstate.edu/treaties/treaty-with-the-eastern-shoshoni-1863-0848> (last visited July 22, 2026).

⁶ Treaty with the Eastern Band Shoshoni and Bannack, art. 1, U.S.-Shoshoni & Bannack, July 3, 1868, 15 Stat. 673, 674; <https://www.sbtribes.com/fort-bridger-treaty/>.

Fourth, and arguendo, if the 1868 Treaty of Fort Laramie applies to the NABC on the Shoshone Reservation established by the 1863 and 1868 Treaties of Fort Bridger, the Fort Laramie Treaty also contemplates the existence of “bad men” among the Arapaho,⁷ which illustrates the error of claiming this provision allows anyone (“white, black or Indian”) to designate another a “bad man” for verbal expressions of religious belief. Thus, under no circumstance can a statement of religious belief (whether made by a Tribe during a traditional tribal worship ceremony like Sundance, or by someone else during a Christian worship service in a church) be “prosecutable as criminal wrongdoing” such as to allow invocation of this Treaty provision. Peaceful discussions of, or statements about religion, even if offensive to some, are wholly outside the “bad men” provision of the Treaties and are protected under the First Amendment and under ICRA.⁸

*NABC Has No Authority Over Religious Exercise
On FFN’s Privately-Owned Fee Simple Church Property*

NABC is without authority to interfere with the quiet use and enjoyment of FFN’s privately-owned Church property, because FFN has purchased and holds title to its property in fee simple and because (aside from any consideration of ICRA)⁹ FFN’s use of its private property for Christian religious worship does not fall within the two exceptions within *Montana v. United States*, 450 U.S. 544 (1981), as claimed by NABC.

Again, “Indian tribe power over nonmembers on non-Indian fee land is sharply circumscribed.” *Atkinson Trading Co. v. Shirley*, 532 U.S. 645, 650 (2001)(citing *Montana*). “As to nonmembers...**a tribe’s adjudicative jurisdiction does not exceed its legislative jurisdiction**...Subject to controlling provisions in treaties and statutes, and the two exceptions identified in *Montana v. United States*, **the civil authority of Indian tribes and their courts with respect to non-Indian fee lands generally “do[es] not extend to the activities of nonmembers of the tribe.”** *Strate v. A-1 Contractors*, 520 U.S. 438, 453 (1997)(emphasis added). Tribal sovereignty over non-members does not extend to relationships between tribal and non-tribal members involving the consensual, voluntary, persuasive free exercise of religion.

NABC misreads the two exceptions under *Montana*. The first exception to the *Montana* rule covers “activities of nonmembers who enter **consensual relationships** with the tribe or its members, **through commercial dealing, contracts, leases, or other arrangements.**” See *Montana*, 450 U.S., at 565 (emphasis added). A church leader’s statement of religious belief inside a church building during a worship service simply is not a “consensual relationship” entered through “commercial dealing, a “contract,” a “lease” or an “other arrangement” of a pecuniary nature, as the caselaw makes clear. Nor is a matter of religious freedom, belief, conscience, or association, like Church membership or attendance of Church activities, the type of “consensual relationship” giving the Tribe jurisdiction.

⁷ “If bad men among the Indians shall commit a wrong or depredation upon the person or property of any one, white, black, or Indian, subject to the authority of the United States and at peace therewith, the Indians herein named, solemnly agree that they will... deliver up the wrong doer to the United States...” See Treaty of Fort Laramie, Apr. 29, 1868, 15 Stat. 635, 635; Nat’l Archives, <https://www.archives.gov/milestone-documents/fort-laramie-treaty>.

⁸ “No Indian tribe in exercising powers of self-government shall” “make or enforce any law prohibiting the free exercise of religion, or abridging the freedom of speech, or of the press, or the right of the people peaceably to assemble and to petition for a redress of grievances.” See 25 U.S.C.A. § 1302(a)(1).

⁹ *Id.*

The cases listed in *Montana* indicate the type of activities the Supreme Court had in mind where tribal jurisdiction exists or may be found: *Williams v. Lee*, 358 U.S. 217, 223 (1959) (lawsuit arising out of **on-reservation sales transaction** between nonmember plaintiff and member defendants); *Morris v. Hitchcock*, 194 U.S. 384 (1904) (upholding tribal permit tax on **nonmember-owned livestock** within boundaries of tribe); *Buster v. Wright*, 135 F. 947, 950 (C.A.8 1905) (upholding Tribe's permit **tax on nonmembers conducting business** within Tribe's borders; court characterized as "inherent" the Tribe's "authority ... to prescribe the terms upon which noncitizens may **transact business** within its borders"); *Washington v. Confederated Tribes of Colville Indian Rsrv.*, 447 U.S. 134, 152-54 (1980) (tribal authority to **tax on-reservation cigarette sales** to nonmembers). Measured against these cases, the Church's traditional religious, charitable, and ministry activities – much less any statements made in the course of a worship service within its sanctuary - presents no "consensual relationship" of the qualifying kind to give the NABC any authority under *Montana* like it claims here. See *Strate v. A-1 Contractors*, 520 U.S. 438, 457 (1997).

The second exception to *Montana*'s general rule concerns conduct that "threatens or has some direct effect on the political integrity, the economic security, or the health or welfare of the tribe." 450 U.S., at 566. Matters of religious opinion or discussion do not reach any of these, thus making the church's religious beliefs communicated from its property wholly outside the purview of the NABC. The Court stated: "if *Montana*'s second exception requires no more [than a mere recitation of the above formula], the exception would severely shrink the rule." *Strate v. A-1 Contractors*, 520 U.S. 438, 456–58 (1997). As the Court said:

Read in isolation, the *Montana* rule's second exception can be misperceived. Key to its proper application, however, is the Court's preface: "Indian tribes retain their inherent power [to punish tribal offenders,] to determine tribal membership, to regulate domestic relations among members, and to prescribe rules of inheritance for members.... **But [a tribe's inherent power does not reach] beyond what is necessary to protect tribal self-government or to control internal relations.**" 450 U.S., at 564, 101 S.Ct., at 1257–1258. Neither regulatory nor adjudicatory authority over the [religious statement or beliefs] at issue is needed to preserve "the right of reservation Indians to make their own laws and be ruled by them." *Williams*, 358 U.S., at 220, 79 S.Ct., at 271. The *Montana* rule, therefore, and not its exceptions, applies to this case [involving FFN].

Strate v. A-1 Contractors, 520 U.S. 438, 459 (1997)(emphasis added). The NABC has "read in isolation" and "misperceived" the second exception set forth in *Montana*. The NABC is wholly without authority to declare "the Foundations for Nations Church a threat to the Northern Arapaho people." Just as "inherent sovereignty" was not so broad as to support the application of Resolution No. 74–05 to [hunting and fishing activities on] non-Indian lands" in *Montana v. United States*, 450 U.S. 544, 563 (1981), neither does it support the application of Resolution No. NABC 2026-2142 to religious free exercise activities protected by the First Amendment to the United States Constitution and by RFRA on non-Indian lands here. And for that matter, it is unclear at best whether a non-Treaty Tribe like the Northern Arapaho Tribe has inherent sovereignty to begin with over Eastern Shoshone Tribe treaty lands.

FFN is Protected by the First Amendment, RFRA, and RLUIPA

Even if NABC's claim of power here was within a *Montana* exception (which it is not), it must yield to the First Amendment's protections for religious free exercise and freedom of speech,

and the Religious Freedom Restoration Act (“RFRA”). The Northern Arapaho Code recognizes the applicability of the “First Amendment to the United States Constitution; the Religious Freedom Restoration Act; and other federal law” as set forth in NAC Title 13, Sections 101 and 102 (“The provisions of this Code *do not purport to bind or regulate the Eastern Shoshone Tribe*; nor do they *purport to impede the federal rights of any individual*.”) (Emphasis added). FFN and Christian Shoshone and Arapaho FFN members retain all of their rights under “the free exercise clause of the First Amendment of the United States Constitution, the Religious Freedom Restoration Act [RFRA], or other applicable federal law.” See U.S. Const. Amend. 1, NAC Title 13, Section 102 (a)-(b).¹⁰

RFRA states, “Government shall not substantially burden a person’s exercise of religion even if the burden results from a rule of general applicability.” 42 U.S.C. §2000bb-1. The only exception to that concrete prohibition on burdening religious exercise is if the government demonstrates that its burden is both “in furtherance of a compelling government interest,” and “is the least restrictive means of furthering that compelling government interest.” 42 U.S.C. §2000bb-1(b). That is not the case here, because there is no compelling government interest in the NAT preventing members from being exposed to Christian religious teachings.

RFRA requires a focused inquiry “to the person.” *Id.* See also *Gonzales v. O’Centro Espirita Beneficiente Uniao do Vegetal*, 546 U.S. 418, 430 (2006) (“RFRA requires the Government to demonstrate that the compelling interest test is satisfied through application of the challenged law to the person—the particular claimant whose sincere exercise of religion is being substantially burdened.”). RFRA adopted “the most demanding test known to constitutional law,” *City of Boerne v. Flores*, 521 U.S. 507, 534 (1997), which is rarely passed. See *Burson v. Freeman*, 504 U.S. 191, 200 (1992) (“[W]e readily acknowledge that a law rarely survives such scrutiny . . .”). RFRA likewise applies and may be raised by FFN “as a claim or defense in a judicial proceeding.” 42 U.S.C. §2000bb-1(c).

RFRA applies against all branches of government, including burdens imposed by the judicial branch. 42 U.S.C. §2000bb-2(1) (“the term ‘government’ includes a branch . . . of the United States” (emphasis added)). The explicit purpose of RFRA was to restore strict scrutiny as the governing standard and “to guarantee its application in all cases where free exercise is substantially burdened.” 42 U.S.C. §2000bb(b) (emphasis added). Indeed, **RFRA “operates as a kind of super statute, displacing the normal operation of other federal laws,” and “supersede[s]” other laws “in appropriate cases.”** *Bostock v. Clayton Cnty.*, 590 U.S. 644, 682 (2020) (emphasis added). *Accord*, *Apache Stronghold v. United States*, 101 F.4th 1036, 1058 (9th Cir. 2024), *cert. denied*, 145 S. Ct. 1480 (2025), *reh’g denied*, 146 S. Ct. 285 (2025). As the Second Circuit recognized, “RFRA is unusual in that it amends the entire United States Code,” *Rweyemamu v. Cote*, 520 F.3d 198, 202 (2d Cir. 2008), because “[a]t bottom, the import of RFRA is that, whatever other statutes may (or may not) say, ‘the Federal Government may not, as a statutory matter, substantially burden a person’s exercise of religion.’” *Id.* (quoting *Gonzales*, 546 U.S. at 424) (emphasis original). See also *Rojas v. Roman Catholic Diocese of Rochester*, 557 F. Supp. 2d 387, 396 (W.D.N.Y. 2008) (“RFRA applies to all federal law, and therefore amended federal discrimination statutes such as Title VII.”). RFRA has been recognized as a defense in claims between private parties. See, e.g., *EEOC v. Catholic Univ. of Am.*, 83 F.3d 455 (D.C. Cir. 1996); *Hankins v. Lyght*, 441 F.3d 96 (2d Cir. 2006). RFRA’s successor, the Religious Land Use and Institutionalized Persons Act (“RLUIPA”) provides supplementary protections to religious land use (i.e., the Church’s use of its privately-owned property), where “the substantial burden affects, or removal of that substantial burden would affect,

¹⁰ <https://www.northernarapaho.com/DocumentCenter/View/128/Title-13-Freedom-of-Religion-Type-PDF>

commerce with foreign nations, among the several States, **or with Indian tribes, even if the burden results from a rule of general applicability.**” See RLUIPA, 42 U.S.C.A. § 2000cc(a)(1) and (2)(b)(emphasis added).

The NABC has previously asserted RFRA protections for certain Arapaho religious exercise, notwithstanding that this Arapaho religious exercise (both on- and off-Reservation) was offensive to and unwelcome by the Shoshone, and offended Shoshone religious beliefs. See *N. Arapaho Tribe v. Ashe*, 92 F. Supp. 3d 1160, 1175 (D. Wyo. 2015)(involving Arapaho religiously-motivated killing of eagles). That case noted that “Not allowing [Arapaho] to participate in the sincere religious practice [of killing eagles] on their land constitutes a burden on their free exercise of religion.” *N. Arapaho Tribe v. Ashe*, 92 F. Supp. 3d 1160, 1183 (D. Wyo. 2015). In fact, in *Ashe*, the Arapaho Plaintiffs argued that U.S. Government Defendants **did “not have a compelling interest in protecting the Eastern Shoshone Tribe’s religious beliefs from offense” by Arapaho religious practices.** *N. Arapaho Tribe v. Ashe*, 92 F. Supp. 3d 1160, 1184 (D. Wyo. 2015)(emphasis added). There, the Arapaho argued that offense taken by others is insufficient to allow suppression of their own religious beliefs and religious exercise. Here, the NABC cannot suppress or prohibit First Amendment protected religious beliefs of FFN, which FFN communicated from FFN’s own private fee simple property, simply because NABC members or others of the community at large may be offended. Cf. *Redman v. Birdshead*, No. SC-2006-08, 2007 WL 9193014, at *16 (Cheyenne-Arapaho May 10, 2007)(Cheyenne-Arapaho Supreme Court refusing to enforce Northern Arapaho order because of “Religious Freedom Clause’s proscription against “enforcing any law” that “infringes on religious or cultural beliefs of prohibits the free exercise thereof.”)

Violation of Freedom of Access to Church Entrance Is a Federal Crime

The so-called “Freedom of Access to Clinic Entrances” (FACE) Act also applies to places of worship, including places of worship located on fee simple property within the exterior boundaries of Indian reservations. The inclusion of places of worship is a distinct, parallel provision within the FACE Act (18 U.S.C. § 248): “Whoever...” “by force or threat of force or by physical obstruction, intentionally injures, intimidates or interferes with or attempts to injure, intimidate or interfere with any person lawfully exercising or seeking to exercise the First Amendment right of religious freedom at a place of religious worship; ...or intentionally damages or destroys the property of a place of religious worship,” “shall be subject to” penalties including fines and imprisonment. See 18 U.S.C. § 248. Tribal lands have not been excepted from FACE; and private property - like the fee property owned by FFN - is certainly protected by FACE. FACE may be enforced by the Attorney General of the United States. There has already been physical trespass upon FFN property, by persons attempting to physically block entry to the church. Members of FFN have been threatened with death threats and physical force that they should not attend services at FFN. These are *prima facie* violations of FACE.

CONCLUSION

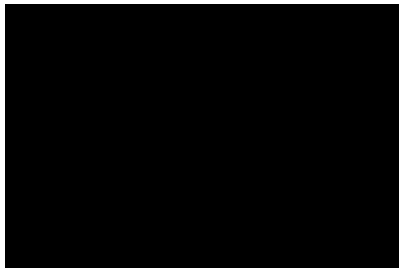
NABC should consider that an overreach of the magnitude upon which has been embarked upon here – complete with heavy media coverage – may be sufficient to capture the attention of the U.S. Attorney General, the FBI, or of Congress. Continued retaliation against FFN (including its Indian members – one of whom the Northern Arapaho Tribe has terminated from her job) **in any way** may very well provide Congress the necessary motivation to subject all Tribes to additional restrictions, including Title VII of the Civil Rights Act of 1964 (making it unlawful for the Tribes to discriminate against their own members in employment on the basis of religion), or take other actions

to prevent harms to the religious liberties of tribe members and non-members, including enhancing religious liberty enforcement mechanisms.

As it now stands, the overreach here is now such as to render NABC members amenable to suit in federal court. “Tribal immunity, like all aspects of tribal sovereignty, is subject to the superior and plenary control of Congress.” *White v. Pueblo of San Juan*, 728 F.2d 1307, 1312 (10th Cir. 1984). Indian tribes are [generally] regarded as sovereign and immune from suit. *See Okla. Tax Comm’n v. Citizen Band Potawatomi Indian Tribe of Okla.*, 498 U.S. 505, 509...(1991). Only a “clear waiver by the tribe or congressional abrogation” limits a tribe’s sovereign immunity. *Id.* A waiver of tribal sovereign immunity “cannot be implied but must be unequivocally expressed.” *Santa Clara Pueblo v. Martinez*, 436 U.S. 49, 58 (1978) (internal quotation marks omitted). But, under *Ex parte Young*, 209 U.S. 123, 159–60 (1908), an exception to state sovereign immunity exists **“for suits against state officials seeking to enjoin alleged ongoing violations of federal law.”** *Crowe & Dunlevy, P.C. v. Stidham*, 640 F.3d 1140, 1154 (10th Cir.2011). This doctrine applies to tribal officials as well. (“[W]e join our sister circuits in expressly recognizing *Ex parte Young* as an exception not just to state sovereign immunity **but also to tribal sovereign immunity.**”) *Crowe & Dunlevy* at 1155 (emphasis added). The *Ex parte Young* doctrine permits a plaintiff to circumvent tribal sovereign immunity by “seeking to enjoin alleged ongoing violations of federal law.” *Norton v. Ute Indian Tribe*, 862 F.3d 1236 at 1251 (10th Cir. 2017) (quoting *Crowe & Dunlevy*, 640 F.3d at 1154) (“[Tribal official] falls squarely within the *Ex parte Young* exception. [Defendant] is a tribal official, sued in his official capacity, in a suit seeking to halt an allegedly unlawful exercise of tribal court jurisdiction.”). *Id.* **“The exception applies to suits against tribal officials.”** *Comanche Nation v. Ware*, 174 F.4th 717, 731 (10th Cir. 2026)(emphasis added). See also *N. Arapaho Tribe v. Harnsberger*, 697 F.3d 1272, 1281–82 (10th Cir. 2012); *Wichita & Affiliated Tribes v. Stitt*, No. 23-6041, 2026 WL 1805130 (10th Cir. June 23, 2026).

NABC should therefore refrain from retaliation or discrimination against FFN Church, or any other Arapaho (or Shoshone) FFN church members, one of whom we understand has been fired from that member’s employment with the Tribe, based on that member’s religious beliefs, speech and association. Should NABC elect to continue violating the rights of FFN (and its Shoshone and Arapaho members), Liberty Counsel stands ready to vigorously defend cherished religious liberties. Neither Liberty Counsel nor Foundations For Nations desires further action beyond this letter.

In light of all of this, Liberty Counsel hopes that discussion between the Northern Arapaho Business Council and FFN Church founders Jason and Sarah Lucas will be productive and will result in restored relationships. Dialogue, not cancel culture, should rule the day here, resulting in an amicable resolution to this matter without the need for intervention by federal authorities or litigation.



Attachments



Northern Arapaho Business Council

P.O. Box 396

Ft. Washakie, Wyoming 82514

Phone: 332-6120 — 332-5006 - 307-856-3461



July 15, 2026

Pastor Jason Lucas
Foundations For Nations Church
[REDACTED]
Riverton, WY 82501

RE: Requirement to Obtain Authorization from the Northern Arapaho Tribe Prior to Conducting Organized Ministry and Outreach Activities on Lands Under the Jurisdiction of the Northern Arapaho Tribe

Dear Pastor Lucas:

The Northern Arapaho Business Council ("NABC"), acting under the authority delegated to it by the Northern Arapaho General Council and pursuant to the inherent sovereign authority of the Northern Arapaho Tribe ("Tribe"), has adopted **Resolution No. NABC 2026-2142**, establishing the official policy of the Northern Arapaho Tribe requiring outside organizations seeking to conduct recurring ministries, charitable services, outreach programs, or other organized activities on lands under the jurisdiction of the Northern Arapaho Tribe to obtain authorization from the Northern Arapaho Business Council.

The Resolution is adopted to protect the Northern Arapaho Tribe's inherent sovereign authority, promote government-to-organization communication, safeguard the cultural, spiritual, and governmental interests of the Northern Arapaho people, and ensure that organizations operating within the Northern Arapaho Tribe's jurisdiction do so in a manner that respects Tribal law and Tribal self-determination.

As part of the Business Council's review of organizations conducting recurring activities within the Wind River Indian Reservation, the Northern Arapaho Tribe requested its Records Department to search the Northern Arapaho Tribe's official governmental records for correspondence, resolutions, memoranda of understanding, permits, agreements, or other official actions concerning Foundations For Nations Church ("Foundations for Nations").

Based upon that records search, the Tribe has not identified any official record reflecting authorization issued by the Northern Arapaho Business Council for Foundations For Nations to conduct recurring organized ministry or outreach activities on lands under the jurisdiction of the Northern Arapaho Tribe.

Accordingly, the Northern Arapaho Business Council hereby directs Foundations For Nations to suspend any expansion of recurring organized ministry activities on lands under the jurisdiction of the Northern Arapaho Tribe until it has completed consultation with the Business Council and any authorization required under Tribal policy has been considered.

The Business Council requests that Foundations For Nations contact the Office of the Chairman within 10 days of receipt of this Directive to request a meeting. At that meeting, Foundations For Nations will have the opportunity to present evidence of authorization or permission to conduct activity including its mission, programs, leadership structure, sources of funding, intended activities on the Reservation, and any other information the Business Council considers relevant in determining whether authorization should be granted.

Nothing in this Directive should be interpreted as prohibiting the lawful exercise of religious rights. Rather, this correspondence reflects the Northern Arapaho Tribe's sovereign authority to establish policies governing organized activities conducted on lands under its jurisdiction and to determine the manner in which outside organizations engage with the Tribe and its citizens. Specifically, the Northern Arapaho Tribe is acting in accordance with statutory law, which provides the Northern Arapaho Tribe to regulate non-member conduct on fee lands if it directly impacts the Tribe's political integrity, economic security, health or welfare. (*See Montana v. U.S.* 450 U.S. 544 (1981)) Furthermore, the Tribe can regulate the activities of non-members who enter into "consensual relationships" with the Tribe or its members, such as through commercial dealings, contracts, leases, or other formal arrangements. *Id.* By this letter, the Northern Arapaho Tribe is asserting its right to protect its way of life against "bad men" under the 1868 Treaty of Fort Laramie and are prepared to legally enforce the removal or punishment of trespassers and non-Indians who commit offenses on Tribal lands.

Given the complex, traumatic and historical relationship between the Christian Church and Native Nations which have resulted in forced assimilation, colonial trauma, and whose beliefs significantly contributed to the devastating effects of boarding schools, the Northern Arapaho Tribe asserts that the conduct of Foundations For Nations directly impacts the Tribe's health and welfare. Because Foundations for Nations has discredited and condemned the Northern Arapaho Tribe's way of life that precedes both Christianity and the Foundations For Nations ministries, the Northern Arapaho Tribe has declared the Foundations for Nations Church a threat to the Northern Arapaho people.

Should Foundations For Nations decline to participate in the consultation process or continue organized activities on lands under the jurisdiction of the Northern Arapaho Tribe without engaging in the consultation required by Resolution No. NABC 2026-2142, the Northern Arapaho Business Council reserves all rights available under Tribal law. Those rights may include seeking appropriate relief through the Northern Arapaho Tribal Court or other lawful

governmental processes to obtain compliance with Tribal law and policy regarding activities conducted on lands under the Tribe's jurisdiction.

Respectfully,

A handwritten signature in black ink, appearing to read 'Keenan Groesbeck', written in a cursive style.

Keenan Groesbeck, Chairman
Northern Arapaho Business Council

cc: Northern Arapaho Business Council
Office of the Attorney General, Northern Arapaho Tribe
Northern Arapaho Records Department

**RESOLUTION OF THE NORTHERN ARAPAHO BUSINESS COUNCIL
WIND RIVER INDIAN RESERVATION
RIVERTON, WYOMING**

RESOLUTION NO. NABC 2026-2142

**A RESOLUTION ESTABLISHING THE POLICY OF THE NORTHERN ARAPAHO
TRIBE REQUIRING CONSULTATION AND TRIBAL AUTHORIZATION FOR
OUTSIDE ORGANIZATIONS CONDUCTING ORGANIZED ACTIVITIES ON LANDS
UNDER THE JURISDICTION OF THE NORTHERN ARAPAHO TRIBE**

WHEREAS, the Northern Arapaho Tribe (the "Tribe") is a federally recognized Indian Tribe possessing inherent sovereign authority over its governmental affairs and lands within its jurisdiction; and

WHEREAS, the Northern Arapaho General Council is the traditional governing body of the Tribe; and

WHEREAS, on April 23, 1941, the General Council delegated to the Northern Arapaho Business Council ("NABC") full authority to act on matters of Tribal business and affairs; and

WHEREAS, the NABC is charged with protecting the governmental, cultural, political, and economic interests of the Northern Arapaho Tribe; and

WHEREAS, the Northern Arapaho Tribe values and protects its language, ways of life, ceremonies, traditional teachings, cultural heritage, and the health and welfare of its citizens; and

WHEREAS, the Northern Arapaho Tribe may regulate non-member conduct on fee lands if it directly impacts the Tribe's political integrity, economic security, health or welfare under *Montana v. U.S.* 450 U.S. 544 (1981); and

WHEREAS, the Northern Arapaho Tribe may regulate non-member activity who enter into "consensual relationships" with the Tribe or its members under *Montana v. U.S.*; and

WHEREAS, the Northern Arapaho may assert its rights to protect its way of life against "bad men" under the 1868 Treaty of Fort Laramie; and

WHEREAS, the Northern Arapaho Tribe recognizes the complex, traumatic, and historical relationship between the Christian Church and Native Nations, which resulted in forced assimilation, colonial trauma, and whose beliefs significantly contributed to the devastating effects of boarding schools; and

WHEREAS, the NABC finds that organizations seeking to conduct recurring programs, outreach, ministries, charitable services, or other organized activities affecting Northern Arapaho citizens should first engage in consultation with the Northern Arapaho Business Council so that

such activities are conducted in a manner respectful of Tribal sovereignty and consistent with Tribal priorities; and

WHEREAS, the NABC requested the Northern Arapaho Tribe's Records Department to search the Tribe's official records concerning authorizations issued to outside organizations to conduct organized activities on lands under the jurisdiction of the Northern Arapaho Tribe; and

WHEREAS, the Records Department reported that it identified no correspondence, resolution, agreement, memorandum of understanding, permit, or other official Tribal action authorizing the specific organization reviewed in that records search to conduct organized activities on behalf of, or pursuant to authorization from, the Northern Arapaho Tribe; and

WHEREAS, the NABC determines that it is in the best interests of the Tribe to establish a uniform governmental policy governing consultation with outside organizations.

NOW, THEREFORE, BE IT RESOLVED, that the Northern Arapaho Business Council hereby adopts the policy that outside organizations seeking to conduct recurring organized activities on lands under the jurisdiction of the Northern Arapaho Tribe should first consult with the Northern Arapaho Business Council before initiating or expanding such activities.

BE IT FURTHER RESOLVED, that Tribal departments are directed to encourage organizations proposing recurring activities to communicate with the Northern Arapaho Business Council so that appropriate governmental consultation may occur.

BE IT FURTHER RESOLVED, that nothing in this Resolution shall be interpreted to limit the constitutional rights of any individual or to restrict activities beyond the lawful jurisdiction of the Northern Arapaho Tribe.

BE IT FURTHER RESOLVED, that the Chairman is authorized to communicate this policy to organizations conducting or proposing to conduct organized activities on lands under the jurisdiction of the Northern Arapaho Tribe and to invite such organizations to meet with the Northern Arapaho Business Council.

BE IT FINALLY RESOLVED, that this Resolution shall become effective immediately upon its adoption.

CERTIFICATION

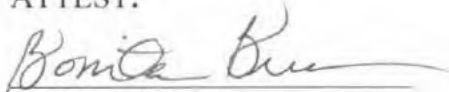
The undersigned, as Chairman of the Northern Arapaho Business Council, hereby certifies that the Northern Arapaho Business Council consists of six (6) members and that four (4) members were present, constituting a quorum, at a regular meeting of the Northern Arapaho Business Council held on July 15, 2026, and that the foregoing Resolution was adopted by a vote of FOUR (4) members FOR and ZERO (0) members AGAINST, the Chairman voting, and that this Resolution has not been rescinded or amended.

Done at Riverton, Wyoming, this 15th day of July, 2026.



Keenan Groesbeck, Chairman
Northern Arapaho Business Council

ATTEST:



Bonita Bell, Secretary
Northern Arapaho Business Council