

**Aboriginal Republic of North America  
National Jural Society  
Case 22325KWX  
12th month 5th day 15110  
2-23-2025**

**Keishia Henning, et al**

Plaintiffs,

vs.

**K'in Way Xi, & All Indigenous Business Associated**

Defendants.

**RESPONSE TO PLAINTIFF'S COMPLAINT**

**NOW COMES the Defendant, K'in Way Xi, in the above-captioned matter and respectfully submits the following Answer and Defenses to the Complaint filed by Keishia Henning and the Burnett family.**

1. **Admitted:** Defendant admits that Keishia Henning, on behalf of herself and the Burnett family, filed a complaint for damages on February 23, 2025.
2. **Admitted:** Defendant admits that the Court initially attempted to schedule an arbitration between the parties and has since withdrawn the offer for arbitration.

**Defendant's Response to the Complaint**

**3. a) Violation of Contract Terms:**

Defendant asserts that Keishia Henning and her brother, Greg Burnett, violated the terms of the *Burnett Estate Contract* ("the Agreement") by engaging in actions that breached the agreed-upon confidentiality and communication restrictions in relation to this matter. Specifically:

- Greg Burnett engaged in unauthorized discussions with The Mississippi Center for Justice, which was not permitted under the Agreement. This violation occurred after it was explicitly agreed that no party would speak to external entities about the case without prior consent from the legal counsel, K'in Way Xi.
- Keishia Henning attempted to cover up her brother's breach by misrepresenting the facts to the family, falsely blaming K'in Way Xi for any alleged lack of progress in the case. These actions resulted in harm to the family's legal strategy and negatively impacted the case's potential outcome.

**b) Consequences of the Breach:**

As a result of Greg Burnett's actions, the oil companies ceased operations on the land and removed all equipment, which was detrimental to the Burnett family's legal position. This event required K'in Way Xi to revamp the entire legal strategy that had been carefully developed over the past year. The costs associated with this unexpected setback included significant expenses for additional data collection, research, and the employment of assistants to assist in reestablishing the case's trajectory. These actions were taken in good faith by K'in Way Xi to protect the interests of the Burnett family, despite the breach by family members.

**c) Increased Financial Burden:**

The breach of the Agreement has also placed additional financial burdens on Defendant, K'in Way Xi, who had to invest resources into correcting the harm caused by these breaches. This includes attending multiple meetings requested by the family, which often exceeded 10 hours per session, at no additional compensation despite the standard fee of \$200 per hour for consultations. This was an undue burden on K'in Way Xi, given that these meetings were not within the scope of the Agreement and were outside the normal course of representation.

**d) Counterclaim for Breach of Contract:**

Based on the above violations and the damage caused by Keishia Henning and

Greg Burnett's actions, Defendant asserts that they are entitled to compensation for the additional resources expended as a result of these breaches. This includes the payment for hours worked beyond the normal scope of representation, expenses incurred in repairing the damage to the case, and a potential adjustment in fees as per the "Rebuck Clause" of the Agreement, which allows for fees to be adjusted in the event of a breach.

### **Plaintiff's Allegations of Embezzlement**

4. Defendant denies any allegations of embezzlement or improper conduct. No evidence has been presented by the Plaintiffs to substantiate these claims. On the contrary, the actions of Greg Burnett and Keishia Henning have caused significant harm to the Burnett family's case and have led to additional expenses, for which Defendant is entitled to compensation. As such, the claims of embezzlement are unfounded and meritless.

Plaintiffs have even worked and talked on phone with the multiple assistants that Defendant had to hire to assist with the various factors that go on with Plaintiff's case going back to family court cases that occurred in the 1960's.

### **Allegations of Lack of Communication by K'in Way Xi**

#### **5. a) Denial of Allegations:**

Defendant, K'in Way Xi, denies the allegations made by Plaintiff Keishia Henning that he ceased communication during the handling of this case. Defendant asserts that these claims are not only unfounded but are contradicted by evidence in possession of the Defendant that demonstrates ongoing efforts to communicate and collaborate with Plaintiff.

#### **b) Evidence of Communication Efforts:**

Defendant has documented evidence that after the disputes involving Greg Burnett's breach, Defendant drafted a motion intended to re-align the legal strategy with Plaintiff Keishia Henning. This motion was an effort to address the complications that had arisen and to continue advancing the interests of the Burnett family despite previous setbacks. -

**Documented Attempts:** The evidence includes copies of phone texts made by Defendant

to Plaintiff, also multiple calls to plaintiff is an example that K'in Way Xi made multiple attempts to reach out to Keishia Henning to discuss and further develop this motion. The last recorded communication from Defendant to Plaintiff, which remains unanswered, clearly shows that K'in Way Xi initiated contact with no response from Keishia Henning.

- **Phone Call Records:** There are also records of several phone calls made by K'in Way Xi to Keishia Henning, none of which were answered or returned. These attempts further illustrate the Defendant's proactive approach to maintaining communication and ensuring that Plaintiff was kept informed and engaged in the legal process.

**c) Impact of Plaintiff's Non-Response:**

The lack of response from Keishia Henning not only hindered the progression of the case but also placed additional burdens on the Defendant to manage the case under increasingly challenging circumstances. This lack of cooperation from Plaintiff undermines her claims of abandonment by the legal counsel and instead points to a neglect of her responsibilities as a client under the terms of the Agreement.

**d) Defendant's Continuing Obligations:**

Despite the allegations and the lack of communication from Plaintiff, Defendant remained committed to the case and continued to perform his duties under the Agreement, safeguarding the legal interests of the Burnett family to the best of his abilities. This commitment included preparing legal documents, strategizing responses to new developments, and attempting to re-engage Plaintiff in these processes.

**Defendant's Request for Relief**

Based on the breaches of the Agreement by Keishia Henning and Greg Burnett, Defendant respectfully requests the Court to dismiss the Plaintiff's complaint for damages and to uphold the terms of the Agreement, including enforcing the provisions related to the Rebuck Clause and potential compensation for damages incurred by Defendant due to the Plaintiffs' actions. Additionally, Defendant seeks reimbursement for the hours worked and the resources expended to rectify the situation caused by the breach as this court sees fit.

**WHEREFORE**, Defendant, K'in Way Xi, respectfully requests that the Court dismiss the Complaint filed by Keishia Henning and the Burnett family, grant Defendant's counterclaim for breach of contract, and award any other relief deemed appropriate under the circumstances.

**Respectfully submitted,**

**K'in Way Xi**

Defendant

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**DATED:** March 13, 2025