

IN THE UNITED STATES COURT OF FEDERAL CLAIMS

REBECCA DEPUTEE (Crow Tribe))
 and)
 AUDRA KOLODZIEJSKI)
 (Crow Tribe),)
)
 Plaintiffs;)
)
 v.)
)
 UNITED STATES OF AMERICA;)
 DEPARTMENT OF THE INTERIOR;)
 BUREAU OF INDIAN AFFAIRS,)
)
 Defendant.)
 _____)

Case No.: 25-1903 L

COMPLAINT

Rebecca Deputee and Audra (Deputee) Kolodziejski (collectively, “Plaintiffs”) hereby sue the United States of America (“Defendant” or the “United States”), acting through the Department of the Interior, Bureau of Indian Affairs (“BIA”), for damages stemming from treaty violations and breaches of federal trust duties.

I. INTRODUCTION

1. On the Crow Reservation in southeastern Montana, three generations of Indian women in the Deputee family have sought to live peacefully on their family’s allotment, raising horses and other livestock in the Wolf Mountains. According to every applicable treaty, statute, regulation, policy document and spoken word from leaders in Washington, D.C., their entrepreneurial efforts should be supported by the United States Government, which owes them a fiduciary duty. Instead, sadly, local officials of the United States stationed on the Crow Reservation

have actively opposed these women. Rather than honoring their trust obligations, these officials have favored the interests of the multi-millionaire non-Indian ranchers who own the Padlock and MJB (Brown) Ranches on the Crow Reservation. Those ranchers want the Deputies and their animals to go away—to be run off their own allotment—so that the non-Indian ranchers and their thousands of cattle can have free rein on a reservation that Defendant had intended for the Crow people.

2. As detailed in this Complaint, Plaintiffs have lived through 40 years of harassment at the hands of their neighboring non-Indian ranchers and BIA officials, but one day stands out in infamy. Plaintiffs were subjected to one of the worst days of their lives in March 2020, when somebody massacred their horses. Over 30 of their beautiful horses were shot dead in pasture and about 70 were stolen and likely sent to slaughter. The crime scene was horrific and full of evidence that could have been collected, but Plaintiffs could not convince a single BIA police officer to come to the scene and investigate. Five years later, the BIA police have not arrested anyone; they have not identified anyone as a person of interest; they have not even conducted interviews with Plaintiffs or in the community; and they have not collected—much less analyzed—any evidence from the crime scene.

3. Worse still, instead of helping Plaintiffs, BIA officials have cast blame on the Deputee women for living there against the will of the non-Indian ranchers, and BIA officials have put constant pressure on Plaintiffs to leave their allotment. BIA officials falsely state that the non-Indians at Padlock Ranch have the right to

graze their cattle on Plaintiffs' land, even in the yard of Plaintiffs' homesite.

Officials cite a string of unauthorized and illegal leases signed by the BIA, ostensibly on behalf of Plaintiff Rebecca and her co-owners, who never gave BIA such authority. Rather than initiate legal proceedings, which BIA must know it would lose, the BIA instead aids and abets the non-Indian ranchers in conducting a criminal campaign of harassment, the likes of which should not have been tolerated in the 1800s, much less today.

4. The United States relies in large part on the BIA to fulfill its treaty and trust duties with regard to leasing Indian allotments, removing trespassers, police protection of Native people and reservation property, investigation of crimes on the reservation, and the arrest and removal from the Reservation of so-called "bad men," as that term is aptly used in the applicable treaty. As detailed in the following paragraphs, Defendant has utterly failed to fulfill its duties with respect to Plaintiffs, instead—shamefully—becoming a negative force against these enterprising Indian women. The U.S. Court of Federal Claims is uniquely positioned to enforce these treaty and trust claims, and after 40 years, the unchecked harassment experienced by these Crow women has reached the tipping point—it is time for the United States to honor the treaty and start to answer for the "bad men" who mistakenly think that they should control the Crow Reservation.

II. JURISDICTION

5. This Court has jurisdiction, and venue is proper, pursuant to 28 U.S.C. § 1491(a)(1) (the "Tucker Act") because this action presents claims against the

United States which arise from federal treaties, federal statutes and federal common law set forth *infra*, for damages not sounding in tort. This Complaint does not assert any claim, nor seek to recover any damages with respect to any claim, which is now pending before this Court or any other court.

III. PARTIES

6. Rebecca Deputee (“Plaintiff Rebecca”) is a member of the Crow Tribe of Montana who lives on the Crow Reservation. She is 73 years old.

7. Audra (Deputee) Kolodziejski (“Plaintiff Audra”) is a member of the Crow Tribe of Montana who lives on the Crow Reservation with Plaintiff Rebecca. Plaintiff Audra is Plaintiff Rebecca’s daughter. She is 48 years old. Plaintiff Audra has three minor children, all of whom live with Plaintiff Audra and Plaintiff Rebecca on the Crow Reservation.

8. Defendant United States of America is a body politic existing pursuant to the Constitution of the United States of America, and which bears overall responsibility for the acts and omissions of its departments, agencies, instrumentalities, officials, and employees, including those of the Department of the Interior, the Bureau of Indian Affairs, and their respective officials and employees at issue in this case.

IV. HISTORICAL AND LEGAL BACKGROUND

9. The Crow Reservation is located entirely within the State of Montana, to the southeast of Billings. Today, the Reservation encompasses approximately 2.3 million acres of land—some owned by the Crow Tribe, some owned by individual

Native Americans, some owned by non-Indians, and small amounts owned by the State of Montana and the United States, respectively. *Montana v. United States*, 450 U.S. 544, 548 (1981).

10. The first treaty to delineate Crow territory was signed in 1851 by the United States and several Indian tribes, including the Crow Tribe. Treaty of Fort Laramie, 11 Stat. 749 (1851); *see Montana*, 450 U.S. at 547-48, 558 (“The treaty identified approximately 38.5 million acres as Crow territory . . . [which did not] create a reservation, although it did designate tribal lands.”).

11. The Crow Tribe’s territory was then significantly reduced in size—down to approximately eight million acres—by a subsequent treaty between the United States and the Crow Tribe that officially created a reservation. Treaty with the Crows, 15 Stat. 649 (1868); *see also Crow Nation v. United States*, 81 Ct. Cl. 238, 257 (1935) (“The territory reserved to the Crow Nation or Tribe by this treaty, described in article II thereof, consisted of 8,000,409.2 acres, or 30,530,764.8 acres less than that reserved thereto under the Fort Laramie treaty of 1851, and was embraced within the boundaries of the larger territory.”). In addition to reducing the Crow Tribe’s land base and creating a reservation, this treaty also included a so-called “bad men” provision. This provision provided:

If bad men among the whites or among other people, subject to the authority of the United States, shall commit any wrong upon the person or property of the Indians, the United States will, upon proof made to the agent and forwarded to the Commissioner of Indian Affairs at Washington City, proceed at once to cause the offender to be arrested and punished according to the laws of the United States, and also re-imburse the injured person for the loss sustained.

Id. Art. 1. The treaty also stated, regarding the duty to investigate crimes:

The United States agrees that the agent for said Indians shall . . . keep an office open at all times for the purpose of prompt and diligent inquiry into such matters of complaint, by and against the Indians, as may be presented for investigation under the provisions of their treaty stipulations, as also for the faithful discharge of other duties enjoined on him by law. In all cases of depredation on person or property, he shall cause the evidence to be taken in writing and forwarded, together with his finding, to the Commissioner of Indian Affairs, whose decision shall be binding on the parties to this treaty.

Id. Art. 5.

12. Subsequently, in a series of Executive Orders and acts of Congress, the Crow Reservation was further reduced in size, until today, it consists of approximately 2.3 million acres. *See Crow Nation*, 81 Ct. Cl. at 244-66 (discussing history of Crow Reservation).

13. In 1887, Congress enacted the General Allotment Act, ushering in the nation's allotment era, whereby reservation lands previously held by tribes for the common benefit of their members were divided into parcels called "allotments," to be assigned to individual tribal members who were encouraged to farm or graze the land. *See* 24 Stat. 388 (1887). Allotments were typically held by the United States in trust for the benefit of the allottee, or the allottee's heirs, for a certain period, often 25 years, which was sometimes extended by statute or other federal action. In 1934, Congress extended the trust period for all then still-existing allotments indefinitely. Indian Reorganization Act of 1934, 48 Stat. 984 (1934).

14. The General Allotment Act applied to the Crow Reservation, and some members of the Crow Tribe were assigned allotments thereunder.

Then, in 1920, Congress enacted “an Act to Provide for the Allotment of Lands of the Crow Tribe, for the Distribution of Tribal Funds, and for Other Purposes,” 41 Stat. 751 (1920) (“Crow Allotment Act”). The Crow Allotment Act was amended in 1926, 1940 and 1948. 44 Stat. 658 (1926); 54 Stat. 252 (1940); 62 Stat. 80 (1948). As amended, Section 1 of the Crow Allotment Act provides, in pertinent part:

That the Secretary of the Interior be, and he hereby is, authorized and directed to cause to be allotted the surveyed lands and such unsurveyed lands as the commission hereinafter provided for may find to be suitable for allotment, within the Crow Indian Reservation in Montana (not including the Big Horn and Pryor Mountains, the boundaries whereof to be determined by said commission with the approval of the Secretary of the Interior), and not herein reserved as hereinafter provided, among the members of the Crow Tribe . . . and allot them so that every enrolled member living on the date of the passage of this Act and entitled to allotment shall receive in the aggregate an equal share of the allottable tribal lands for his total allotment of land of the Crow Tribe.

* * *

Provided further, That any Crow Indian classified as competent may lease his or her trust lands or any part thereof and the trust lands of their minor children for farming and grazing purposes Any adult incompetent Indian with the approval of the Superintendent may lease his or her trust lands or any part thereof and the inherited or trust lands of their minor children for farming and grazing purposes. The trust lands of orphan minors shall be leased by the Superintendent.

Crow Allotment Act § 1, 41 Stat. 751 (1920), as amended, 44 Stat. 658 (1926)

(emphasis added). Section 2 of the Crow Allotment Act, as amended, provides in pertinent part:

No conveyance of land by any Crow Indian shall be authorized or approved by the Secretary of the Interior to any person, company, or corporation who owns at least six hundred and forty acres of agricultural or one thousand two hundred and eighty acres of grazing

land within the present boundaries of the Crow Indian Reservation . . .
.

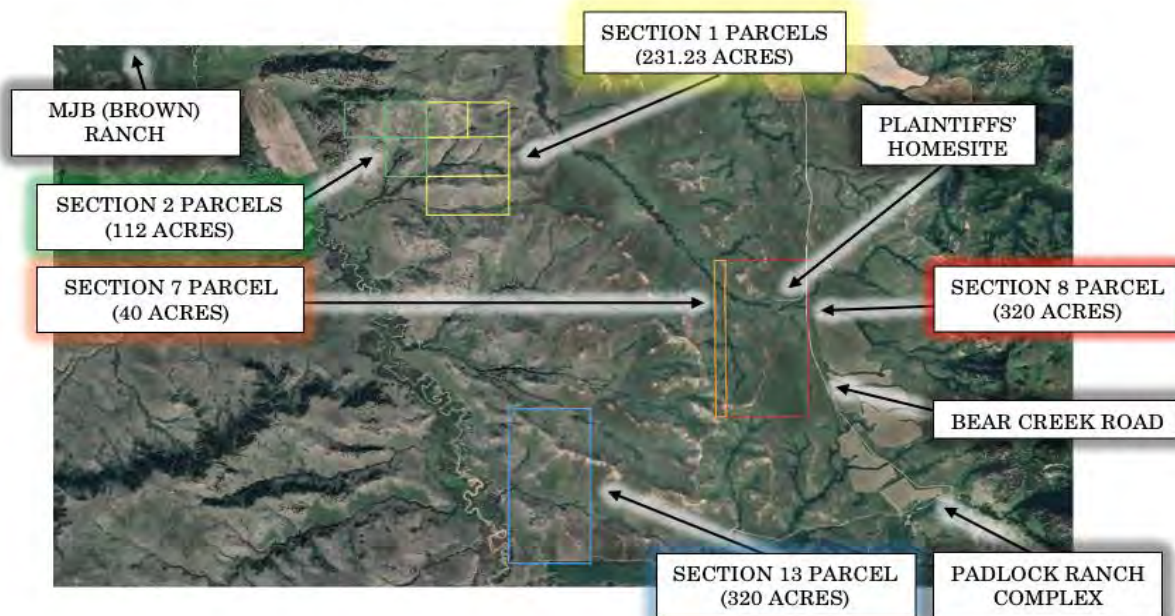
Any conveyance by any such Indian made either directly or indirectly to any such person, company, or corporation of any land within said reservation as the same now exists, whether held by trust patent or by patent in fee *shall be void*

Crow Allotment Act § 2, 41 Stat. 751 (1920), as amended (emphasis added).

V. FACTS REGARDING CLAIMS ASSERTED

15. Plaintiffs live at a small homesite located within the homestead portion of a 1,023.23-acre allotment owned in undivided shares by Plaintiff Rebecca, the estate of her mother Audrey Deputee (1927- 2019), a number of Plaintiffs' relatives, and the Crow Tribe. *See* Figure 1: Map of Matilda Deputee Allotment (No. 202-3174). The allotment, identified in BIA records as Allotment No. 3174, is

Figure 1: MATILDA DEPUTEE ALLOTMENT (No. 202-3174)
TOTAL ACREAGE: 1,023.23



located in the Wolf Mountains on the eastern side of the Crow Reservation. It is comprised of 10 parcels, forming three non-contiguous tracts. The homestead portion of Allotment No. 3174, where Plaintiffs have built their homesite, consists of 643.29 acres and includes the western half of Section 8 of Township 8 South, Range 36 East.

16. The original beneficial interest owner of Allotment No. 3174 was Matilda Deputee, Plaintiff Rebecca's paternal aunt, who received the allotment by way of two trust deeds in 1923 and 1924. *See* Matilda Deputee Trust Deeds, Ex. A. Matilda Deputee passed away shortly thereafter, in 1926, without a spouse or children. The probate of her estate resulted in fractionated interests being inherited by Plaintiff Rebecca's father and other family members.

17. Through inheritance and a federal buy-back program, the beneficial interest in Allotment No. 3174 presently is owned in the majority by the Crow Tribe (57.54%), along with 19 direct and indirect heirs of Matilda Deputee. *See* BIA Title Status Report, Ex. B. Plaintiff Rebecca owns 1.9% of the beneficial interest in the Allotment. *Id.* The estate of Plaintiff Rebecca's mother, Audrey Deputee, owns 6.67% of the beneficial interest, *id.*, which Audrey Deputee designated in her last will and testament to go to Plaintiff Audra, but which has not yet been probated.

18. On their homesite, Plaintiffs have a small house, barn, outdoor horse stalls, and a corral. No public utilities are available to them. They use on-site generators for electricity and heat their house with propane heaters. They collect their water from a source about 60 miles away, including all the water needed for

their livestock, and they haul it by truck every day to their homesite. Plaintiffs raise crops for subsistence use, and they own livestock for both subsistence use and commercial sale. In that regard, Plaintiff Audra is continuing a family tradition of raising horses, including world-class Arabian horses, for show, sale and breeding.

19. Plaintiffs, together with several other family-member allotment co-owners, moved to their homesite in 1986 from their previous farm. They chose the location of their homesite because it was on a family-owned allotment and it was close to Bear Creek Road. From their previous farm, they brought chickens, turkeys, geese, ducks, goats, pigs and Plaintiff Audra's first two horses.

20. As is common practice on much of the grazing lands of the Crow Reservation, not all the property lines on Plaintiffs' allotment are fenced. There are fences that roughly follow the eastern and southern boundaries of Plaintiffs' allotment, in the direction of the Padlock Ranch complex to Plaintiffs' southeast. However, the western and northern borders of the allotment are not fenced. Instead, the pasture there extends to a fence approximately another half-mile to the west and approximately another two miles to the north, near the MJB (Brown) Ranch, which is located to the northwest of Plaintiffs' homesite. These fences would prevent livestock from roaming more than two miles away from Plaintiffs' homesite, but because Plaintiffs' horses and other animals naturally remain closer to the homesite, the western and northern fences are not significant factors in determining where the animals graze.

21. Shortly after Plaintiffs and their family moved to their current homesite, they began to hear from employees at Padlock Ranch and the BIA that Plaintiffs had no right to live at their homesite. The BIA informed them that they would require a “Homesite Lease” to live on their own family allotment, which would confine them to five acres. On January 14, 1989, the Crow Tribe passed a resolution authorizing the Tribe’s Chairman to enter a five-acre Homesite Lease with Plaintiff Rebecca’s mother, Audrey Deputee, for a term of 25 years and an option to extend for an additional 25 years. The resolution stated that Allotment 3174 was subject to lease by Dan S. Scott, “which will be modified to exclude the 5 acres.” Upon information and belief, Dan S. Scott was affiliated with Padlock Ranch, located less than two miles to the southeast of Plaintiffs’ homesite. *See* Fig. 1, *supra*: Map of Allotment No. 3174.

22. Neither Plaintiff Rebecca, her mother Audrey, nor any of her other co-owner relatives had requested the BIA to lease their Allotment No. 3174 to Dan S. Scott or any other person; nor had they consented to any such lease. In addition, in 1986, Dan S. Scott and other affiliates of Padlock Ranch likely owned more than 1,280 acres of grazing land on the Crow Reservation. The BIA did not inform Plaintiffs of these facts or indicate to Plaintiffs that the lease to Dan S. Scott was void as a matter of law under the Crow Allotment Act § 2, 41 Stat. 751 (1920) and illegally entered without consent of the landowners in violation of applicable statutes and BIA regulations. Instead, the BIA began to treat Plaintiffs and their

family as if they were trespassers on their own allotment, a practice that continues to this day.

23. Shortly after Plaintiffs moved back to the Crow Reservation, an employee of Padlock Ranch named Bill Link, Sr., drove to Plaintiffs' homesite and told Plaintiffs that they could not have horses or other livestock on the allotment. Afterwards, several BIA employees, including but not limited to Ronald Falls Down and Alvin Stewart, also began to confront Plaintiffs about their horses and other animals, aggressively telling Plaintiffs and their family members to get off the land or to get rid of the animals because Padlock Ranch had a lease for the allotment and Plaintiffs' animals were interfering with Padlock Ranch's cattle grazing. These BIA employees did not tell Plaintiffs that the lease should not have been conveyed to any affiliate of Padlock Ranch under the Crow Allotment Act or that it was illegally entered due to lack of allotment owner consent.

24. In 1989, Plaintiff Audra's first, beloved Arabian horse—named WC Aralee and worth approximately \$20,900 in today's dollars—was grazing in Plaintiffs' allotment when the horse was hit by a truck driven by an employee of Padlock Ranch named Bill Link, Jr., the adult son of Bill Link, Sr. Plaintiff Audra's uncles, Chester Deputee and Collin Deputee, were outside chopping wood when they heard the collision. When they came into view, they saw a truck backing away. The truck then changed course and drove up to Plaintiff Audra's uncles. Bill Link, Jr. identified himself and acted proud of what he had just done, never apologizing or claiming that the collision was an accident.

25. Indeed, the collision could not have been an accident. To be able to hit the horse, Bill Link Jr. had to drive the truck off Bear Creek Road about 190 feet. Bill Link, Jr. hit the horse from the rear, at significant speed, breaking both of her hind legs and rupturing her stomach. Plaintiff Audra's uncle had to euthanize the horse with a rifle. Plaintiff Rebecca called the BIA Police at Crow Agency to complain before driving to the BIA Police station at Crow Agency to speak with a federal officer face-to-face. Plaintiff Rebecca informed the BIA Police that Bill Link, Jr. purposefully ran the truck he was driving into their horse, but the BIA never came to investigate. Plaintiff Rebecca attempted to speak with the BIA Crow Agency Superintendent, but she was not allowed to speak with the Superintendent.

26. Instead, the BIA told her to "call Padlock." In response, Plaintiff Rebecca called Art Badgett, who was the top supervisor for Padlock Ranch. Padlock Ranch's security officer, Bob Brazier, went to Plaintiffs' homesite, looked at the dead horse and left without indicating whether Bill Link, Jr. was acting as an employee/agent of Padlock Ranch when he struck the horse, or whether the truck belonged to Padlock Ranch. As far as Plaintiffs know, BIA never questioned Bill Link, Jr. or anyone else at Padlock Ranch about this incident. Through the present day, BIA still has not taken any action to investigate this crime or make any arrests of the "bad men" involved.

27. In the late 1990s, Plaintiff Audra decided to start an Arabian breeding, training, and sales business with her then-husband, which they registered with the Montana Secretary of State as "Wolfs Teeth Arabian Stud." Plaintiff Audra

borrowed money and started buying and breeding horses. She sold her first horse in 1996 to a buyer in California for \$10,000. Plaintiffs had a barn and a corral, but they would most often let the horses graze in the pastures near their homesite.

28. In 1999, Plaintiff Audra purchased an Egyptian Arabian stallion show-horse named Song of Solomon, intending to use him for breeding. Song of Solomon was worth \$150,000 in 1999 dollars, but Plaintiff Audra purchased him for a “fire-sale” price of \$15,000. In 2002, while Plaintiffs were in Billings for shopping, they left Song of Solomon in his barn stall. When they returned, he was missing, but the stall door was closed, indicating that he did not walk out on his own. Plaintiffs searched for weeks and finally went to Padlock Ranch. There, they saw Song of Solomon behind several closed cattle gates. He was emaciated and one leg had been cut badly. They slowly walked him home and took him to a veterinarian in Wyoming. It cost several thousand dollars to have his tendons sewn back. But with the proper medical care, he was recuperating. Several months later, however, he disappeared from Plaintiffs’ homesite again. This time, Plaintiffs never found him. Plaintiff Rebecca called BIA Police several times about this horse theft, lodging a complaint and leaving follow-up voice messages that were never returned. As far as Plaintiffs know, BIA has done nothing to the present day to identify the “bad men” who stole, injured, and likely killed this incredible and extremely valuable horse.

29. During the early 2000s, the BIA repeatedly sent one of its employees named Wilford Bird In Ground to tell Plaintiffs that the people of Padlock Ranch were complaining that Plaintiffs’ horses were eating the grass and to tell Plaintiffs

that BIA and Padlock Ranch wanted Plaintiffs to remove their horses from the area. He said that Plaintiffs had too many horses and that the horses were a nuisance and that Plaintiffs should remove or destroy them. When Plaintiffs indicated that they would not remove their horses, Wilford Bird In Ground told Plaintiffs that the BIA was going to round up their horses and destroy them. Wilford Bird In Ground never mentioned to Plaintiffs that Padlock Ranch owned too much land within the Crow Reservation to be eligible to lease Allotment No. 3174, nor that Padlock Ranch's leases lacked the required consent from the landowners to be legal. Instead, on behalf of the BIA, Wilford Bird In Ground repeatedly treated Plaintiffs like trespassers on their own land.

30. In 2016, Plaintiff Audra was instructed to attend a meeting at the BIA Crow Agency with BIA Acting Superintendent Vienna Stuart, BIA Acting Deputy Superintendent Sarah (Lydia) Falls Down, and Neva Tall Bear, Director of Natural Resources for the Crow Tribe. During that meeting, the BIA officials claimed that neither Plaintiff Audra, nor her mother, nor her grandmother, owned any land in the Wolf Mountains; that Plaintiff Audra could not keep her horses there; and that in fact, Plaintiff Audra should not even return to her homesite from the meeting. The BIA officials told Plaintiff Audra that if she kept her horses there, the BIA would round up the horses and destroy them. These BIA officials did not acknowledge that Plaintiff Audra's mother was a co-owner of Allotment No. 3174, or that Plaintiff Audra's grandmother, Audrey Deputee, was also a co-owner of Allotment No. 3174; nor did these BIA officials acknowledge that the lease covering

Allotment No. 3174 was illegal due to non-consent of the landowners and void under the Crow Allotment Act.

31. According to a BIA record available to Plaintiffs, as of September 2018, Allotment No. 3174 was being leased to Scott Land & Livestock under Lease No. 4200059286 and Lease No. 4200066593. *See* BIA Land Owner Income Report, Audrey Deputy at 3 (Sept. 25, 2018), Ex. C. Upon information and belief, Scott Land & Livestock is affiliated with Padlock Ranch, Dan Scott, and the Scott family.

32. In 2018, a man named Nick Monk began approaching Plaintiffs, both in-person and by phone, about Plaintiffs' horses. In one call to Plaintiff Audra, Mr. Monk said that Padlock was complaining about Plaintiffs' horses but that he could help by taking the horses, free-of-charge. When Plaintiff Audra said no, Mr. Monk asked if she would sell the horses to him. Plaintiff Audra said that she would sell one horse to him. He said he would think about it, but never again asked about buying the single horse.

33. When the COVID-19 lockdown began in March 2020, Plaintiffs and the children temporarily stayed with relatives in the town of Hardin. At that time, Plaintiff Audra owned about 120 horses—112 of which remained grazing on their allotment while they were away and eight of which were pastured elsewhere. On April 1, 2020, Plaintiffs and the children returned to their homesite and were met with an unthinkable scene. To their absolute horror, they discovered the aftermath of a brutal, criminal massacre of their beloved horses. The bodies of dead horses laid scattered across the property, each shot multiple times and left where they fell.

Several of the gunshot wounds showed trajectories from above, indicating that the guns may have been fired from an aircraft. There were also truck and all-terrain vehicle tire tracks and trash—mostly beer bottles and pizza boxes—left behind by the perpetrators. Many of the dead horses had not only been shot, but they were also mutilated with a knife—some horses had their eyes gouged out; some horses had their ears severed off; some had their mammary glands cut out. *See* Photographs of Horse Massacre, Ex. D. Only six living horses—all foals—were still present at the site, mostly found standing by their dead mothers. All but one of those foals succumbed to their injuries within a week. In total, 34 horses were killed, with approximately 78 other horses missing and presumably stolen.

34. Not only were the horses killed or stolen, but Plaintiffs suffered other property damage to their barn, horse shed, two well water systems, gates, fences, and other homesite items, all of which had been vandalized or completely destroyed.

35. On the same day, April 1, 2020, Plaintiff Audra went up a nearby hill to get cell phone service and call 911. Plaintiff Audra talked to a 911 operator from Big Horn County, who connected her to BIA Police at BIA Crow Agency. A BIA Police dispatcher told her that BIA would send an officer, so Plaintiffs waited, but no BIA officer came. Plaintiff Audra also called Big Horn County Police, who said they had no jurisdiction to respond. To Plaintiffs' knowledge, no BIA police officer or any other law enforcement agency ever came to investigate the crime scene, which was full of evidence that could have been used to identify the perpetrators and bring them to justice, such as fingerprints on trash; bullets and shell casings

that could be matched to firearms; and tire tracks. BIA has still done nothing to identify, arrest or remove the “bad men” who perpetrated this crime.

36. Several times over the course of the following week, Plaintiff Audra went to the BIA Police station at BIA Crow Agency with pictures of the dead horses and other information about the massacre. During one such visit, BIA Police Officer Jose Figueroa told Plaintiff Audra that he heard that the missing horses were sent to a meat packing plant in Shelby, Montana. Upon hearing this information, Plaintiff Audra called the State of Montana Department of Livestock, hoping to speak with livestock brand inspector Matt Noyes. Brand Inspector Noyes was in charge of verifying ownership and ensuring the legitimacy of livestock sales in the area. Plaintiff Audra left a voicemail. The next day, somebody at the Department of Livestock returned her call. He knew of the massacre and theft of Plaintiff Audra’s horses and rudely justified those actions by saying that the horses were on Stark Ranch land. Stark Ranch is the predecessor to Padlock Ranch, and many locals still refer to Padlock Ranch as Stark Ranch.

37. About a week after the massacre, Plaintiffs were surprised to find that 12 of their horses had been returned. The horses were now skittish and preferred to graze away from the homesite. Plaintiff Audra lost 100 horses in the massacre—only 21 remained. The survivors were the 12 returned horses, one foal, and the eight horses that had been at another pasture during the massacre.

38. On May 20, 2020, Plaintiff Audra received a voicemail from Nick Monk, which stated: “Hello, Audra. This is Nick Monk. Just trying to catch up to you. Matt Noyes and I wanted to visit with you. We got a check for you for them

horses. So, if you call me back, we'll make a plan. Thank you. Bye." Plaintiff Audra did not return the call, and she never received a check from Nick Monk, Matt Noyes, or anyone else to compensate her for the horses. Plaintiff Audra drove to the BIA Police station at BIA Crow Agency and played the voicemail from Nick Monk to BIA Police Officer Jose Figueroa while the two of them met in the parking lot. Officer Figueroa took Plaintiff Audra's phone into the building for several minutes and told Plaintiff Audra that they had made a recording of the voicemail. As far as Plaintiffs know, however, BIA has not, to the present day, taken any further action to investigate the horse massacre or identify the perpetrators.

39. Starting in the spring of 2020 and continuing until present, Plaintiffs have been harassed and injured by a single engine, low flying airplane that sprays a toxic chemical on their homesite, including directly on them, their children, and their animals. The airplane often flies back and forth at Plaintiffs' homesite for several hours, starting at about 6:00 am, for 2-4 days every spring. Plaintiffs believe the spray is a pesticide or herbicide typically used by the ranchers in the area. It might be glyphosate (Roundup). Plaintiffs have this belief because the chemical spray killed insects and vegetation at Plaintiffs' homesite, burned Plaintiffs' soft tissues, made it difficult to breathe, caused Plaintiffs and the children to get severely sick, and resulted in abnormal skin growths. Plaintiffs have complained to BIA Crow Agency about the airplane at least once per year, but BIA has never taken any action. Plaintiffs have pictures of the airplane that they could have provided to the BIA Police if the BIA Police had ever expressed any

interest in investigating or identifying the “bad men” involved in this criminal poisoning.

40. In September 2020, Plaintiff Audra and her eight-year-old daughter were in their truck, parked on their homesite, when an all-terrain utility task vehicle (“UTV”) carrying two men and a large pick-up truck drove into the homesite driveway. The intruders parked in front of Plaintiffs’ outdoor horse stalls, and Plaintiff Audra witnessed the two men on the UTV point guns at the horses in the outdoor stalls. Plaintiff Audra exited her vehicle, shouted out, and confronted the intruders. At that point, much to the shock and horror of Plaintiff Audra and her daughter, three of the intruders pointed guns at Plaintiff Audra and her daughter—the two men from the UTV and one man from a lowered window in the truck. Plaintiff Audra recognized one of the men who rode in on the UTV as Alden Big Man, and he pointed his gun directly at Plaintiff Audra’s eight-year-old daughter’s head, from less than 120 feet away. The other man on the UTV, whom Plaintiff Audra recognized as Jonathan Bright Wings, pointed his gun at Plaintiff Audra’s head, exited the UTV, and approached them while keeping his gun pointed directly at Plaintiff Audra. Plaintiff Audra yanked her daughter by the shirt collar and pulled her to safety behind Plaintiff Audra’s truck. Then, Plaintiff Audra and her daughter jumped into the truck and Plaintiff Audra screamed: “Get down!” Plaintiff Audra’s daughter, now crying hysterically, ducked down to the floor of the truck. As Plaintiff Audra sped away, she saw the intruders also leaving, driving south on Bear Creek Road, in the direction of Padlock Ranch and MJB (Brown) Ranch.

Plaintiff Audra believes that there were eight intruders, but she could only see four intruders well enough to identify them: 1) Alden Big Man; 2) Jonathan Bright Wings; 3) Wolfy Real Bird (now deceased); and 4) Marlee Jordana Bishop. All three of the men that Plaintiff Audra could identify worked, at the time of this incident, for nearby MJB (Brown) Ranch. The woman that Plaintiff Audra could identify, Marlee Jordana Bishop, was in a relationship with an employee of MJB Ranch.

41. Audra immediately drove to the top of a hill for better cell phone reception and called 911. She and her daughter were still crying and very shaken up. About an hour later, a BIA Police Officer named Print Spotted Bear came to the Plaintiffs' homesite and spoke to Plaintiff Audra at the house. Plaintiff Audra, although still shaken, recounted the incident and gave Officer Spotted Bear the names of the intruders she recognized. As far as Plaintiffs are aware, the BIA took no further action, and to this day, have not attempted to identify the "bad men" involved with these criminal assaults, and any "bad men" who may have hired them to commit the crime.

42. By letter dated May 4, 2021, Plaintiff Rebecca and several of her family-member co-owners sent four BIA officials, including Bryan Newland, then the Assistant Secretary-Indian Affairs, a written plea for help, including an account of the brazen assault against her daughter and granddaughter, which Plaintiff Rebecca described as attempted murder. *See Letter to BIA from Rebecca Deputee (May 4, 2021), Ex. E.* The letter also included a description of the horse massacre from 2020, and other harassment they had endured. In the letter, Plaintiff Rebecca

and her family members indicated that they wanted the leases on their allotments to Matt Brown and Padlock Ranch to be cancelled.

43. On June 21, 2021, the BIA Crow Agency and BIA Rocky Mountain Region held an internal meeting regarding Plaintiff Rebecca's letter dated May 4, 2021. Those in attendance were BIA Crow Agency Superintendent Clifford Serawop, Crow Agency Realty Clerk Paulette Falls Down, Regional Realty Specialist Jason Matt, and Regional Realty Specialist Paul Lafontaine. It was decided that Superintendent Serawop would forward Plaintiff Rebecca's complaint letter to the Crow Tribe and to "law enforcement." It was also decided that Crow Agency staff would perform a site visit.

44. Following that meeting, a BIA employee named Samuel Horn came to Plaintiffs' homesite and spoke rudely to Plaintiffs, saying that Padlock Ranch had a right to graze their cattle on Plaintiffs' allotment and that Plaintiffs should not let their horses out to graze. Plaintiffs believe that Mr. Horn's visit was the BIA site visit discussed at the June 21, 2021 meeting, and that he was delivering Defendant's official message to Plaintiffs.

45. By letter dated July 27, 2021, BIA Regional Director Susan Messerly responded to Plaintiff Rebecca's complaint letter dated May 4, 2021. The letter stated: "In order for our office to determine if a lease violation has occurred, we must wait for the [BIA's] Office of Justice Services to issue the Final Investigative Report." As far as Plaintiffs know, there has never been a Final Investigative Report issued by the BIA Office of Justice Services, nor a determination of whether

a lease violation has occurred, even though more than four years have now passed. In addition, BIA Regional Director Messerly never mentioned to Plaintiffs that Padlock Ranch owned too much land within the Crow Reservation to be eligible to lease Allotment No. 3174, nor that Padlock Ranch's leases lacked the required consent from the landowners to be legal.

46. Later in 2021, BIA Crow Agency Superintendent Clifford Serawop told Plaintiff Rebecca that she will no longer receive allotment lease payments as an owner of Crow Reservation allotments. Superintendent Serawop told Plaintiff Rebecca that she owes Padlock Ranch for living on the land for 40 years and being in the way of Padlock Ranch's cattle grazing. After having this conversation, Plaintiff Rebecca stopped receiving lease payments from the BIA. She never received any written explanation. Prior to this conversation, Plaintiff Rebecca had received annual lease payments into her BIA Individual Indian Money account in the amount of approximately \$85/year.

47. In July 2021, Plaintiff Audra's 10-year-old son was outside the residence when a sedan with New York license plates slowly approached on the gravel road and stopped at Plaintiffs' homesite. According to Plaintiff Audra's son, a man rolled down the window and pointed a gun at him. Plaintiff Audra's son ran screaming to the house, where he told Plaintiff Audra what had happened. Plaintiffs Rebecca and Audra rushed outside and saw the car leaving. They got into their truck and followed the car for about eight-nine miles, until the car turned down the road toward MJB (Brown) Ranch. At that point, Plaintiffs stopped

following the car and called the BIA Police at Crow Agency. BIA Police Officer Athalia Rose Rock Above (aka Athalia Rose Stewart) came to Plaintiffs' homesite. Rather than gathering information about the crime, Officer Rock Above chastised Plaintiffs for complaining. Afterwards, Plaintiff Audra went to BIA Police at Crow Agency and spoke to BIA Police Officer Fisher (or Fischer) about this incident and Officer Rock Above's inappropriate response. BIA Police Officer Fisher told Plaintiff Audra that they cannot arrest a white man for crimes against a Native.

48. By letter dated October 20, 2021, to BIA Regional Director Messler and BIA Crow Agency Superintendent Serawop, Plaintiff Rebecca called for the termination of all leases on her allotments, citing damages caused by the lessees in excess of \$2 million. She also included a Notice of Owner's Use pertaining to Allotments Nos. 1665, 1665-F, 2752, and 3174. *See* Letter to BIA from Rebecca Deputee (Oct. 20, 2021), Ex. F.

49. In 2022, BIA Superintendent Clifford Serawop informed Plaintiff Rebecca that if she wanted to continue to live on her allotment, she would have to lease it. Therefore, Plaintiffs felt compelled to submit a bid to lease their own allotments. Then, by letter dated October 6, 2022, BIA informed Plaintiff Rebecca that in order to lease their three allotments, including Allotment No. 3174, she must pay a rental bond of \$12,182.36 within ten days or she will lose the lease. She was told to contact First Interstate Bank (owned by the Scott family—the same family that owns Padlock Ranch). Plaintiff Rebecca called First Interstate Bank, only to be informed that payment of the rental bond would not be sufficient.

Instead, she was told that she must pay the entire lease amount in one lump sum immediately. Plaintiffs were not able to pay this amount, so they did not obtain the lease.

50. In February 2023, Plaintiffs were snowed out. They returned four days later to find their thoroughbred mare, named Catanita, shot dead in their front yard, with a bullet hole in her neck. Catanita was worth \$20,000. Plaintiff Rebecca called BIA to complain about this incident. BIA has never investigated this shooting, identified any person responsible for this shooting, or reimbursed Plaintiffs for their loss.

51. On June 7, 2023, BIA Crow Agency Superintendent Harold “Jess” Brien signed a new five-year agricultural lease with Padlock Ranch that covers part of two allotments, including 360 acres of Allotment 3174 that encompasses Plaintiffs homesite, and 160 acres of Allotment 2752. *See* BIA Agricultural Lease No. 4200360089 with Padlock Ranch (June 7, 2023), Ex. G. The lease does not indicate consent of any of the allotment owners. Instead, the lease contains a “Statement of Determination” by the BIA, which states, in its entirety: “After thorough review of this lease and the supporting documents, prior to approval, I have determined this lease to be in the best interest of the Indian Landowners for the following four reasons: 1) To Conserve and Protect the Trust Resource; 2) To Provide Income to the Beneficial Landowners; 3) To Prevent Trespass; and 4) To Prevent Misuse.” *Id.* at 7.

52. On July 21, 2025, Plaintiffs submitted a Freedom of Information Act (“FOIA”) request to the BIA for copies of documents that are relevant to the allegations in this Complaint. As of the date of filing this Complaint, Plaintiffs have received none of the documents that they requested.

FIRST SET OF CLAIMS

TREATY VIOLATIONS – FAILURE TO INVESTIGATE AND REMOVE “BAD MEN” AND FAILURE TO REIMBURSE PLAINTIFFS FOR INJURIES

53. Plaintiffs reallege and incorporate by reference all the allegations contained in the preceding paragraphs as if written in full in this set of Claims.

54. On multiple occasions, as detailed above and as listed below, Plaintiffs were injured by “bad men” on the Crow Reservation as that term is used in Article I of the Treaty with the Crows, 15 Stat. 649 (1868). On each such occasion, as detailed above, Plaintiffs complained to the United States, through the U.S. Bureau of Indian Affairs, and presented the matters for investigation, hoping for “prompt and diligent inquiry into such matters,” as specified in Article 5 of the Treaty, and hoping further, because these occasions were “cases of depredation on person or property,” that an officer or official of the BIA would “cause the evidence to be taken in writing and forwarded, together with his finding, to the Commissioner of Indian Affairs [now the Assistant Secretary – Indian Affairs].” Treaty with the Crows, art. 5, 15 Stat. 649 (1868). Moreover, Plaintiffs had hoped that the United States would then “proceed at once to cause the offender to be arrested and punished according to the laws of the United States, and also re-

imburse the injured person [Plaintiffs] for the loss sustained.” *Id.* art. 1.

Defendant United States has failed to honor its treaty obligations in each occasion listed below, each occasion constituting three separate treaty violations: failure to investigate; failure to act against the “bad men;” and failure to reimburse Plaintiffs for their loss.

55. Claims I(A)(i) – (iii). As detailed in paragraphs 24 - 26 above, an employee of Padlock Ranch named Bill Link, Jr. purposefully struck Plaintiff Audra’s first Arabian horse with his vehicle, thereby requiring its euthanasia. BIA Police whom Plaintiff Rebecca contacted to complain violated the treaty in three ways, which violations are continuing: (i) BIA still has not taken any action to investigate this incident; (ii) BIA still has not held any person accountable; and (iii) BIA still has not reimbursed Plaintiffs for the loss sustained.

56. Claims I(B)(i) – (iii). As detailed in paragraph 28 above, Plaintiff Audra’s Egyptian Arabian stallion show-horse, was twice stolen, injured severely by cutting the tendons in one leg, held behind closed gates at Padlock Ranch, and his final whereabouts are unknown. Plaintiff Rebecca called BIA Police several times about the theft and injury of the horse, left several messages, and never got a return phone call. To the present day, the BIA remains in treaty noncompliance in three separate ways, all of which constitute continuing violations: (i) BIA still has taken no action to investigate this incident; (ii) BIA still has not held any person accountable; and (iii) BIA still has not reimbursed Plaintiffs for the loss sustained.

57. Claims I(C)(i) – (iii). As detailed in paragraphs 33 - 38, “bad men” on the Reservation took advantage of Plaintiffs’ absence from the area during the Covid-19 lockdown, entered Plaintiffs’ homesite on Plaintiff Rebecca’s allotment, and massacred 34 of Plaintiffs’ horses and presumably stole another 78 animals, of which 12 returned about one week later. Plaintiffs suffered other property damage as well to their barn, horse shed, two well water systems, gates, fences, and other homesite items. Plaintiff Audra called 911 the day she discovered the massacre and spoke to BIA Police at BIA Crow Agency. No BIA officer ever came to investigate. To the present day, the BIA remains in treaty noncompliance in three separate ways: (i) BIA still has taken no action to investigate this incident; (ii) BIA still has not held any person accountable; and (iii) BIA still has not reimbursed Plaintiffs for the loss sustained.

58. Claims I(D)(i) – (iii). As detailed in paragraph 39, Plaintiffs are being deliberately poisoned by “bad men” in a low flying airplane that regularly (at least weekly) covers Plaintiffs’ house, yard, horses, other animals—and Plaintiffs themselves—with a toxic chemical spray, which may be a pesticide or herbicide, that is causing severe health effects with Plaintiffs and the three children. Plaintiffs have complained to BIA Crow Agency multiple times about this poisoning. To the present day, the BIA remains in treaty noncompliance in three separate ways: (i) BIA still has taken no action to investigate any of these ongoing incidents; (ii) BIA still has not held any person accountable; and (iii) BIA still has not reimbursed Plaintiffs for the loss sustained.

59. Claims I(E)(i) – (iii). As detailed in paragraph 40 - 41 above, armed intruders drove into Plaintiffs' homesite in September 2020. At least three of these men were employees of Brown Ranch and they pointed their guns directly at Plaintiff Audra and her daughter, who were terrified and thought they were going to be shot. But instead, Plaintiff Audra was able to grab her daughter, get back into her truck, and speed off. Plaintiff Audra called 911 immediately after the incident. To the present day, the BIA, though provided with a detailed description of the incident, including the names of four of the people involved, remains in violation of the treaty in three separate ways: (i) BIA still has taken no action to investigate this incident; (ii) BIA still has not held any person accountable; and (iii) BIA still has not reimbursed Plaintiffs for the damage sustained.

60. Claims I(F)(i) – (iii). As detailed in paragraph 47 above, a "bad man" on the Reservation stopped his car and pointed a gun at Plaintiff Audra's son. Plaintiffs followed this car and they have pictures and video to provide to police. But when Plaintiffs reported this crime to BIA police, they were chastised by a federal officer for reporting the crime and told by another federal officer that they cannot arrest a white man for crimes against a Native. To the present day, BIA remains in violation of the treaty in three separate ways: (i) BIA still has taken no action to investigate this incident; (ii) BIA still has not held any person accountable; and (iii) BIA still has not reimbursed Plaintiffs for the emotional distress suffered by Plaintiffs and Plaintiff Audra's son.

61. Claims I(G)(i) – (iii). As detailed in paragraph 50 above, “bad men” on the Reservation continued to inflict harm on Plaintiffs in February 2023, killing Plaintiff Audra’s thoroughbred mare with a bullet to her neck while the horse stood in Plaintiffs’ front yard. Plaintiffs complained to the BIA, but to the present day, the BIA remains in violation of the treaty in three separate ways: (i) BIA still has taken no action to investigate this incident; (ii) BIA still has not held any person accountable; and (iii) BIA still has not reimbursed Plaintiffs for the loss sustained.

SECOND SET OF CLAIMS

BREACHES OF TRUST – ILLEGAL CONVEYANCES OF LEASES UNDER CROW ALLOTMENT ACT

62. Plaintiffs reallege and incorporate by reference all the allegations contained in the preceding paragraphs as if written in full in this set of Claims.

63. By federal statute, Congress has declared: “No conveyance of land by any Crow Indian shall be authorized or approved by the Secretary of the Interior to any person, company, or corporation who owns . . . one thousand two hundred and eighty [1,280] acres of grazing land within the present boundaries of the Crow Indian Reservation” Crow Allotment Act § 2, 41 Stat. 751 (1920), as amended. “Any conveyance by any such Indian made either directly or indirectly to any such person, company, or corporation of any land within said reservation as the same now exists, whether held by trust patent or by patent in fee shall be void” *Id.*

64. As detailed in paragraph 51 above, Defendant conveyed an agricultural lease to Padlock Ranch Company on June 7, 2023, on behalf of the

Indian Landowners, that covers 360 acres of Allotment No. 3174, including Plaintiffs' homesite.

65. According to records from Big Horn County, as of 2022, Padlock Ranch Company owned approximately 32,851 acres of designated grazing land within the Crow Reservation. This put Padlock Ranch Company approximately 31,571 acres over the statutory limit for conveyances on the Crow Reservation, and by statute, Lease No. 4200350089 with Padlock Ranch Company was "void" when written.

66. Upon information and belief, prior to June 2023, the parcels of Allotment No. 3174 were leased by the BIA to Padlock Ranch Company, or affiliates/principals of Padlock Ranch Company, such as Scott Land & Livestock, and Dan S. Scott, under various agricultural leases that have not yet been made available to Plaintiffs. After discovery in this case, Plaintiffs will demonstrate whether each lease, dating back to 1986, was void under the Crow Allotment Act.

67. The United States owes a fiduciary duty to manage allotments on the Crow Reservation in the best interests of the Indian landowners. It is a violation of this fiduciary duty to sign a lease that is clearly unauthorized under the governing statute, and a separate violation to treat such a void lease as valid. Defendant was duty-bound to fulfill its fiduciary obligations under the Crow Allotment Act by rejecting unlawful leases and taking action to remove any non-Indian trespassers, including their livestock, from Plaintiffs' allotment so that Plaintiffs could enjoy their land and make a living from its resources, as Congress intended.

68. Instead, the opposite happened. Every time Defendant pressured and harassed Plaintiffs to leave their own allotment for the benefit of non-Indian ranchers, Defendant committed yet another violation of its fiduciary duty. Over the years, there have been numerous breaches, and discovery is almost sure to reveal numerous other instances. They include, but are not limited to, the following:

- (a) Claim II(A): Actions of BIA in attempting to confine Plaintiffs to a five-acre “homesite lease” within Plaintiffs’ large allotment (paragraph 21);
- (b) Claims II(B)(i) – (x): BIA employees pressuring Plaintiffs to get off the land or get rid of their animals (paragraphs 21, 23, 29, 30, 44, and 46);
- (c) Claims II(C)(i) – (v): BIA police not responding to crimes committed against Plaintiffs (paragraphs 24-26, 28, 33-38, 39, 40-41, 47, 50);
- (d) Claim II(D): BIA withholding Plaintiff Rebecca’s lease payments while not terminating the leases (paragraph 46); and
- (e) Claim II(E): BIA attempting to make Plaintiff Rebecca lease her own allotment (paragraph 49).

THIRD SET OF CLAIMS

BREACH OF TRUST – ILLEGAL LEASING OF ALLOTMENT WITHOUT OWNERS’ CONSENT

69. Plaintiffs reallege and incorporate by reference all the allegations contained in the preceding paragraphs as if written in full in this set of Claims.

70. As detailed in paragraph 51 above, Defendant conveyed an agricultural lease to Padlock Ranch Company on June 7, 2023, on behalf of the Indian

Landowners, that covers 360 acres of Allotment No. 3174, including Plaintiffs' homesite. Plaintiff Rebecca did not want this lease and did not consent to this lease. None of the other landowners signed the lease, and upon information and belief, none of the other owners of the allotment provided their consent to this lease.

71. Instead, BIA Crow Agency Superintendent Harold "Jess" Brien signed the lease, which contains a "Statement of Determination" indicating that Superintendent Brien determined the lease to be in the best interest of the Indian Landowners for the following reasons: "1) To Conserve and Protect the Trust Resource; 2) To Provide Income to the Beneficial Landowners; 3) To Prevent Trespass; and 4) To Prevent Misuse."

72. BIA has a trust duty to enter and manage leases of allotments on the Crow Reservation in the best interests of the Indian landowners. BIA accepts and defines this fiduciary duty, in part, through the promulgation of regulations that become both federal law and defined fiduciary obligations.

73. BIA regulations defining this obligation concerning leases on the Crow Reservation call for "all owners of the land described in the lease" to execute the lease, in single or counterpart form. 25 C.F.R. § 162.600. If this condition is not met, the lease "will be recorded but the lessee and lessor will be notified[.]" BIA's general agricultural leasing regulations pledge that BIA "will assist Indian landowners in leasing their land," 25 C.F.R. § 162.107. The regulations also state: "We will assist prospective tenants in contacting the Indian landowners or their

representatives for the purpose of negotiating a lease, and we will assist the landowners in those negotiations upon request.” 25 C.F.R. § 162.206.

74. “An agricultural lease must identify the Indian landowners and their respective interests in the leased premises, and the lease must be granted by or on behalf of each of the Indian landowners. . . .” 25 C.F.R. § 162.220.

75. For allotments with multiple owners, BIA regulations state: “An agricultural lease of a fractionated tract may be granted by the owners of a majority interest in the tract, subject to our approval.” 25 C.F.R. 162.207(c). “We may grant an agricultural lease on behalf of . . . [t]he individual landowners of fractionated Indian land, when necessary to protect the interests of the individual Indian landowners.” 25 C.F.R. § 162.209.

76. In stark contrast to the fiduciary duties set forth above, BIA’s breaches of its trust obligations toward Plaintiffs as allotment owners include:

(a) First, in developing the agricultural lease to Padlock Ranch Company dated June 7, 2023, the BIA did not “assist [the] Indian landowners” in any negotiations, 25 C.F.R. §§ 162.107(a), 162.206, but rather developed the entire lease while ignoring Plaintiffs’ written requests to terminate all leases with Padlock Ranch. *See* Letters from Plaintiff Rebecca to BIA, Ex. E & F.

(b) Second, the lease to Padlock Ranch did not “identify the Indian landowners and their respective interests” in the allotment. 25 C.F.R. § 162.220.

(c) Third, the lease to Padlock Ranch is not entered into by the owners of a majority interest in the tract. 25 C.F.R. 162.207(c). Rather, the lease is entered

into by the Superintendent of the BIA, who has no such authority, because there is no demonstration that such action was “necessary to protect the interests of the individual Indian landowners.” 25 C.F.R. § 162.209. Quite the contrary. There is ample evidence that Padlock Ranch’s claim to an unlawful leasehold was the proximate cause of continuing harm and serious injuries inflicted by the “lessees” to the individual Indian landowners.

(d) Discovery is likely to reveal additional leases that contain similar violations of statutes, regulations, and BIA’s fiduciary duties.

RELIEF REQUESTED

Plaintiffs respectfully request a judgment in favor of Plaintiffs and the relief requested below:

- a. A determination and declaration that Defendant is liable to Plaintiffs in damages for the injuries and losses caused through violations of Defendant’s treaty, statutory and regulatory trust responsibilities to Plaintiffs;
- b. A determination of the amount of damages due to the Plaintiffs; and an Order directing Defendant to pay such damages, plus interest;
- c. Reasonable attorneys’ fees and costs incurred in this litigation; and
- d. Such further relief as this Court may deem just and proper.

// Signature Page Follows //

Respectfully submitted,

Date: November 6, 2025

/s/

Jeffrey C. Nelson, DC Bar No. 462481

Altom M. Maglio, DC Bar No. 456975

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Email: jramos@mctlaw.com

Tel: 888-952-5242

ATTORNEYS FOR PLAINTIFFS

Exhibit A

1095321

29450-23. I.O.

3174

4-1063-H

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a schedule of allotments approved by the Secretary of the Interior has been deposited in the General Land Office, whereby it appears that **Matilda Daputeo**, an Indian of the Crow Reservation,

has been allotted the following-described land:

The south half of the north half of the north half of the southwest quarter and the south half of the north half of the southwest quarter of Section one and the east half of Section thirteen in Township eight south of Range thirty-six east of the Montana Meridian, Montana, containing three hundred eighty acres;

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, has selected, and by these presents does select, unto the said Indian the land above described, and hereby declares that it does and will hold the land thus allotted (subject to all statutory provisions and conditions) for the period of twenty-five years, in trust for the sole use and benefit of the said Indian and of the children of said Indian; and the United States will convey the same by patent to said Indian in fee, discharged of said trust and free from all charge and incumbrance whatsoever; but in the event said Indian dies during the expiration of said trust period, the Secretary of the Interior shall ascertain the legal heirs of said Indian and either issue to them in their names a patent in fee for said land, or cause said land to be sold for the benefit of said heirs as provided by law; and there is reserved from the lands hereby allotted, a right of way forever for ditches or canals constructed by the authority of the United States. Also reserving to the United States for the benefit of the Crow Tribe, in accordance with the provisions of the Act of Congress of June 4, 1920 (41 Stat., 751), all the coal, oil, gas or other mineral deposits in the lands above described.

IN TESTIMONY WHEREOF, I, **Calvin Coolidge**,

President of the United States of America, have caused these letters to be made

Public, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the Tenth

(SEAL)

day of OCTOBER in the year of our Lord one thousand

nine hundred and TWENTY-THREE and of the Independence of the

United States the one hundred and FORTY-EIGHTH

By the President:

Calvin Coolidge

By

W. B. Clegg, Secretary.

M. P. LeRoy
Assistant to the General Land Office

RECORD OF PATENTS, Patent Number 919954

4-1075

AMERICAN PATENT OFFICE

1095321
29450-23. I.O.

4-1010-R

3174

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, There has been deposited in the General Land Office a schedule of allotments duly approved by the Secretary of the Interior, whereby it appears that Matilda Dupree, an Indian of the Crow Reservation, Montana, pursuant to the provisions of the act of Congress of June 4, 1920 (41 Stat., 751), has been allotted as a HOMESTEAD the lands described as follows:

The Lots three and four, the south half of the northwest quarter and the north half of the north half of the southwest quarter of Section one, and the Lots one and two and the southeast quarter of the northeast quarter of Section two in Township eight south of Range thirty-six east and the east half of the east half of the east half of the east half of Section seven and the west half of Section eight in Township eight south of Range thirty-seven east of the Montana Meridian, Montana, containing six hundred forty-three acres and twenty-nine hundredths of an acre, according to the official plat of survey of said lands on file in the General Land Office:

NOW KNOW YE, That the United States of America, in consideration of the premises, has allotted, and, by these presents, does hereby allot unto the said Indian the above-described lands as a HOMESTEAD, subject to all the provisions, conditions, limitations, and restrictions contained in said act of June 4, 1920, and hereby declares that it does and will hold the land so allotted in trust for the sole use and benefit of said allottee for the period of twenty-five years from date hereof, or until the death of said allottee, and that at the expiration of said period the United States will convey to said Indian or to her heirs, as the case may be, the fee to said lands discharged of said trust. Should said Indian die before the expiration of said twenty-five years then the Secretary of the Interior shall determine the heirs of said decedent and either issue to them a patent in fee for said lands or cause the same to be sold for their benefit as provided by law. There is hereby reserved from the lands so allotted a right of way thereon for ditches and canals constructed by the authority of the United States. There is also hereby reserved, for the benefit of the Crow Indian Tribe, all the coal, oil, gas, or other mineral deposits in the above-described lands.

IN TESTIMONY WHEREOF, I, **Calvin Coolidge,**

President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the **TWENTY-SIXTH**

(SEAL)

day of **JANUARY**

In the year of our Lord one thousand

nine hundred and **TWENTY-FOUR**

and of the Independence of the

United States the one hundred and **FORTY-EIGHTH**

By the President:

Calvin Coolidge

By

Diola B. Coughlin, Secretary.*M. P. LeRoy*

Recorder of the General Land Office.

RECORD OF PATENTS: Patent Number **930064**

4-9121

UNITED STATES DEPARTMENT OF THE INTERIOR

Exhibit B

United States Department of the Interior
Bureau of Indian Affairs
Title Status Report

Report Certification Time and Date: 11/20/2024 09:24:49 AM

Requestor: MWHITECL Date/Time: 07/31/2025 16:07:12

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
202	CROW	3174	BILLINGS, MT	ROCKY MOUNTAIN REGIONAL OFFICE	CROW AGENCY	Surface

Original Allottee: DEPUTEE, MATILDA

See Appendix A for Land Legal Descriptions

Title Status

Tract 202 3174 is held by the United States of America in trust for the land owner(s) with trust interests and/or by the land owner(s) with restricted interests and/or fee simple interests, as listed in Appendix "B" attached to and incorporated in this Title Status Report.

The title to Tract 202 3174 is current, complete, correct, and without defect. Ownership is in unity and interests are owned in the following title status: trust.

The tract ownership is encumbered by the title documents which have been approved by a properly delegated Federal official and are required to be recorded by law, regulation, or Bureau policy as listed on Appendix "C" attached to and incorporated in this Title Status Report.

See Appendix D for all other documents that are required to be recorded by law, regulation or Bureau policy.

No Tract Notes or Coded Remarks for this tract.

This report does not cover encroachments nor any other rights that might be disclosed by a physical inspection of the premises, nor questions of location or boundary that an accurate survey may disclose. This Report also does not cover encumbrances, including but not limited to irrigation charges, unpaid claims, not filed or recorded in this Land Titles and Records Office. This report does not state the current ownership of the interests owned in fee simple but states the ownership at the time the interest ceased to be held in trust or restricted ownership status.

This Title Status Report is a true and correct report of the status of title to the real estate described herein according to the official land records recorded and maintained in this office.

Appendix "A"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
202	CROW	3174	BILLINGS, MT	ROCKY MOUNTAIN REGIONAL OFFICE	CROW AGENCY	Surface

Land Legal Descriptions							
<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>State</u>	<u>County</u>	<u>Meridian</u>	<u>Legal Description</u>	<u>Acres</u>
1	008.00S	036.00E	MONTANA	BIG HORN	Principal	N SW	80.000
						LOT 04=	35.710
						LOT 03=	35.520
						S NW	80.000
2	008.00S	036.00E	MONTANA	BIG HORN	Principal	SE NE	40.000
						LOT 01=	35.900
						LOT 02=	36.100
7	008.00S	037.00E	MONTANA	BIG HORN	Principal	E E E E	40.000
8	008.00S	037.00E	MONTANA	BIG HORN	Principal	W	320.000
13	008.00S	036.00E	MONTANA	BIG HORN	Principal	E	320.000
TOTAL TRACT ACRES:							1,023.230

Appendix "B"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
202	CROW	3174	BILLINGS, MT	ROCKY MOUNTAIN REGIONAL OFFICE	CROW AGENCY	Surface

Effective Ownership as of 11/18/2024

----- OWNER -----				----- DOCUMENT -----		NAME IN WHICH	FRACTION TRACT	AGGREGATE SHARE	AGGREGATE
Tribe	Indian / NonIndian	Title	Interest*	Class	Type	SURNAME/FIRST NAME	AS ACQUIRED	CONVERTED TO LCD	DECIMAL
CROW - MT	Indian	Trust	All	Prob Ord	INTE	DEPUTY	1	420	
						AUDREY	15	6300	.0666666667
						DECEASED 11/17/2019			
CROW - MT	Tribe	Trust	All	Deed-TS	LBBTN	CROW TRIBE OF MONTANA	1 20		
		Trust	All	Deed-TS	LBBTN	CROW TRIBE OF MONTANA	1 20		
		Trust	All	Deed-TS	LBBTN	CROW TRIBE OF MONTANA	1 20		
		Trust	All	Deed-TS	LBBTN	CROW TRIBE OF MONTANA	4 315		
		Trust	All	Deed-TS	LBBTN	CROW TRIBE OF MONTANA	4 315	1105 6300	.1753968254
CROW - MT	Tribe	Trust	All	Ord Tran	SPEC AUT	CROW TRIBE	1 5		
		Trust	All	Ord Tran	SPEC AUT	CROW TRIBE	1 5	2520 6300	.4000000000
CROW - MT	Indian	Trust	All	Prob Ord	INTE	DEPUTY REBECCA JOYCE	2 105	120 6300	.0190476190
CROW - MT	Indian	Trust	All	Prob Ord	INTE	DEPUTY ARNETTA	2 105	120 6300	.0190476190
CROW - MT	Indian	Trust	All	Prob Ord	INTE	DEPUTY MARCELLA	2 105	120 6300	.0190476191
CROW - MT	Indian	Trust	All	Prob Ord	INTE	DEPUTY WAYNE	2 105	120 6300	.0190476191
CROW - MT	Indian	Trust	All	Prob Ord	INTE	DEPUTY WAYLAND	2 105	120 6300	.0190476190
CROW - MT	Indian	Trust	All	Prob Ord	INTE	DEPUTY, JR CHESTER	2 315	40 6300	.0063492064
CROW - MT	Indian	Trust	All	Prob Ord	INTE	DEPUTY ELLA K.	1 50	126 6300	.0200000000

Appendix "B"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
202	CROW	3174	BILLINGS, MT	ROCKY MOUNTAIN REGIONAL OFFICE	CROW AGENCY	Surface

Effective Ownership as of 11/18/2024

----- OWNER -----				----- DOCUMENT -----		NAME IN WHICH	FRACTION TRACT	AGGREGATE SHARE	AGGREGATE
Tribe	Indian / NonIndian	Title	Interest*	Class	Type	SURNAME/FIRST NAME	AS ACQUIRED	CONVERTED TO LCD	DECIMAL
CROW - MT	Indian	Trust	All	Prob Ord	INTE	DEPUTY ALTA M.	1 50	126 6300	.0200000000
CROW - MT	Indian	Trust	All	Prob Ord	INTE	DEPUTEES KENNETH J.	1 50	126 6300	.0200000000
CROW - MT	Indian	Trust	All	Prob Ord	INTE	DEPUTY JENNY E.	1 50	126 6300	.0200000000
CROW - MT	Indian	Trust	All	Prob Ord	INTE	DEPUTY LETTY A.	1 50	126 6300	.0200000000
CROW - MT	Indian	Trust	All	Prob Ord	INTE	DEPUTY, JR. EUGENE J.	1 50	126 6300	.0200000000
CROW - MT	Indian	Trust	All	Prob Ord	INTE	DEPUTY BERNELLE	1 50	126 6300	.0200000000
CROW - MT	Indian	Trust	All	Prob Ord	INTE	DEPUTEES GROOVER D	1 20	315 6300	.0500000000
CROW - MT	Indian	Trust	All	Prob Ord	INTE	DEPUTY ERNESTINE	1 50	126 6300	.0200000000
CROW - MT	Indian	Trust	All	Prob Ord	INTE	DEPUTY FRANCES M.	1 50	126 6300	.0200000000
CROW - MT	Indian	Trust	All	Prob Ord	INTE	DEPUTY LINDA L.	1 50	126 6300	.0200000000
CROW - MT	Indian	Trust	All	Prob Ord	INTE	DEPUTEES, JR COLLIN D	2 315	40 6300	.0063492063

* "All" means the equitable beneficial interest and the legal title interest merged together.

IN TRUST:	6300
	6300 1.0000000000

IN RESTRICTED FEE:	0
	6300 .0000000000

IN FEE:	0
	6300 .0000000000

IN TOTAL:	6300
	6300 1.0000000000

Appendix "C"

Land Area	Land Area Name	Tract Number	LTRO	Region	Agency	Resources
202	CROW	3174	BILLINGS, MT	ROCKY MOUNTAIN REGIONAL OFFICE	CROW AGENCY	Surface

Ownership of Tract 202 3174 is encumbered by the following:

Contract Type/Contractor Name	Contract	Contractor ID	Begin Date	Expiration Date	Acres	Recorded Date	Recorded Image#
Telephone/Telegraph NEMONT TELEPHONE/PROJECT TELEPHONE CO	36734	202C200522	06/09/2003	06/08/2053	1,023.290	08/02/2004	202-36734
AGRICULTURE LEASE PADLOCK RANCH COMPANY	4200360074	202C200034	11/01/2022	10/31/2027	663.230	06/20/2023	4200360074
AGRICULTURE LEASE PADLOCK RANCH COMPANY	4200360089	202C200034	10/01/2022	09/30/2027	360.000	06/20/2023	4200360089

Type of Encumbrance

Encumbrance	Encumbrance Holder	Expiration	Document	Description and Explanation
DOWER RIGHTS	DEPUTY AUDREY		K160968	EACH INTEREST IDENTIFIED BY "T" IN THE INTEREST COLUMN REPRESENTS A DOWERINTEREST.
DOWER RIGHTS	DEPUTY AUDREY		P000108055	Each T is subject to a Dower from K160968

Appendix "D"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
202	CROW	3174	BILLINGS, MT	ROCKY MOUNTAIN REGIONAL OFFICE	CROW AGENCY	Surface

No Contracts to list for Appendix D

No Encumbrances to list for Appendix D

Exhibit C

DATE: 9/25/2018
TIME: 17:08:31 CST

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
LAND OWNER INCOME REPORT

PAGE: 2
REQUESTOR: ACBIRD

(INFORMATION LIMITED TO RANGE, AGRICULTURE, BUSINESS, AND NON-PRODUCING OIL & GAS LEASES)

Landowner ID:202A004060
Name:AUDREY DEPUTY
Address:PO BOX 31
LODGE GRASS, MT 59050-0031

Land: 202

Allotment Tract ID	Total Tract Acres	Contract Type	Contract Number	Contracted Acres	Total Tract Rental Amount	Contract Expire Date	Owner Interest	Amt Due Owner	Payment Due Date
Total Different Owners: 163	Tract Totals =====>			120.000				\$0.22	
202 725	120.000								
SHANNON GRESS PITSCH	AGRIC	1231381419	120.000	\$493.20	10/31/2019	.0001984127	\$0.10	11/1/2018	
Total Different Owners: 174	Tract Totals =====>			120.000				\$0.10	
202 726	80.000								
SHANNON GRESS PITSCH	AGRIC	1244151520	80.000	\$412.00	10/31/2020	.0003086420	\$0.13	11/1/2019	
Total Different Owners: 205	Tract Totals =====>			80.000				\$0.13	
202 729	40.000								
SHANNON GRESS PITSCH	AGRIC	4200080708	40.000	\$208.00	10/31/2022	.0047619048	\$0.99	11/1/2019	
Total Different Owners: 110	Tract Totals =====>			40.000				\$0.99	
202 1665	140.000								
M. JAMES BROWN FAMILY	AGRIC	1238651520	140.000	\$855.40	10/31/2020	.1111111111	\$95.04	11/1/2019	
Total Different Owners: 11	Tract Totals =====>			140.000				\$95.04	
202 1665 -F	361.260								
SCOTT LAND & LIVESTOCK	AGRIC	4200066601	361.260	\$2,095.31	10/31/2022	.1111111111	\$232.81	11/1/2019	
Total Different Owners: 14	Tract Totals =====>			361.260				\$232.81	
202 2257	40.000								
3 B FARMS	AGRIC	1226321318	40.000	\$219.38	9/30/2018	.0047619047	\$1.04	10/1/2017	
Total Different Owners: 119	Tract Totals =====>			40.000				\$1.04	
202 2447	160.000								
JOSH WARD	AGRIC	1247491621	160.000	\$2,040.00	10/31/2021	.0011904762	\$2.43	11/1/2019	
Total Different Owners: 113	Tract Totals =====>			160.000				\$2.43	
202 2511	160.000								
LITTLE HORN GRAZING	AGRIC	1230971419	160.000	\$1,001.60	10/31/2019	.0023809524	\$2.38	11/	

DATE: 9/25/2018
TIME: 17:08:31 CST

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
LAND OWNER INCOME REPORT

PAGE: 3
REQUESTOR: ACBIRD

(INFORMATION LIMITED TO RANGE, AGRICULTURE, BUSINESS, AND NON-PRODUCING OIL & GAS LEASES)

Landowner ID:202A004060
Name:AUDREY DEPUTY
Address:PO BOX 31
LODGE GRASS, MT 59050-0031

Land: 202

Allotment Tract ID	Total Tract Acres	Contract Contract Type	Contract Contract Number	Contracted Contracted Acres	Total Tract Rental Amount	Contract Contract Expire Date	Owner Owner Interest	Amt Due Owner	Payment Due Date
Total Different Owners: 115	Tract Totals =====>			160.000				\$2.38	
202 2752	160.000								
SCOTT LAND & LIVESTOCK	AGRIC	4200059286	160.000	\$1,365.73	9/30/2022	.1111111111	\$151.75	10/1/2019	
Total Different Owners: 14	Tract Totals =====>			160.000				\$151.75	
202 2783	160.000								
LITTLE HORN GRAZING	AGRIC	1247391621	160.000	\$1,299.20	10/31/2021	.0023809524	\$3.09	11/1/2019	
Total Different Owners: 106	Tract Totals =====>			160.000				\$3.09	
202 3174	1,023.230								
SCOTT LAND & LIVESTOCK	AGRIC	4200059286	360.000	\$2,088.00	9/30/2022	.1111111111	\$232.00	10/1/2019	
SCOTT LAND & LIVESTOCK	AGRIC	4200066593	663.230	\$3,846.73	10/31/2022	.1111111111	\$427.41	11/1/2019	
Total Different Owners: 14	Tract Totals =====>			1,023.230				\$659.41	
	Land Area Totals =====>			4,183.810				\$1,413.55	
	Final Totals =====>			4,183.810				\$1,413.55	

* * * * End of Report * * * *

Exhibit D







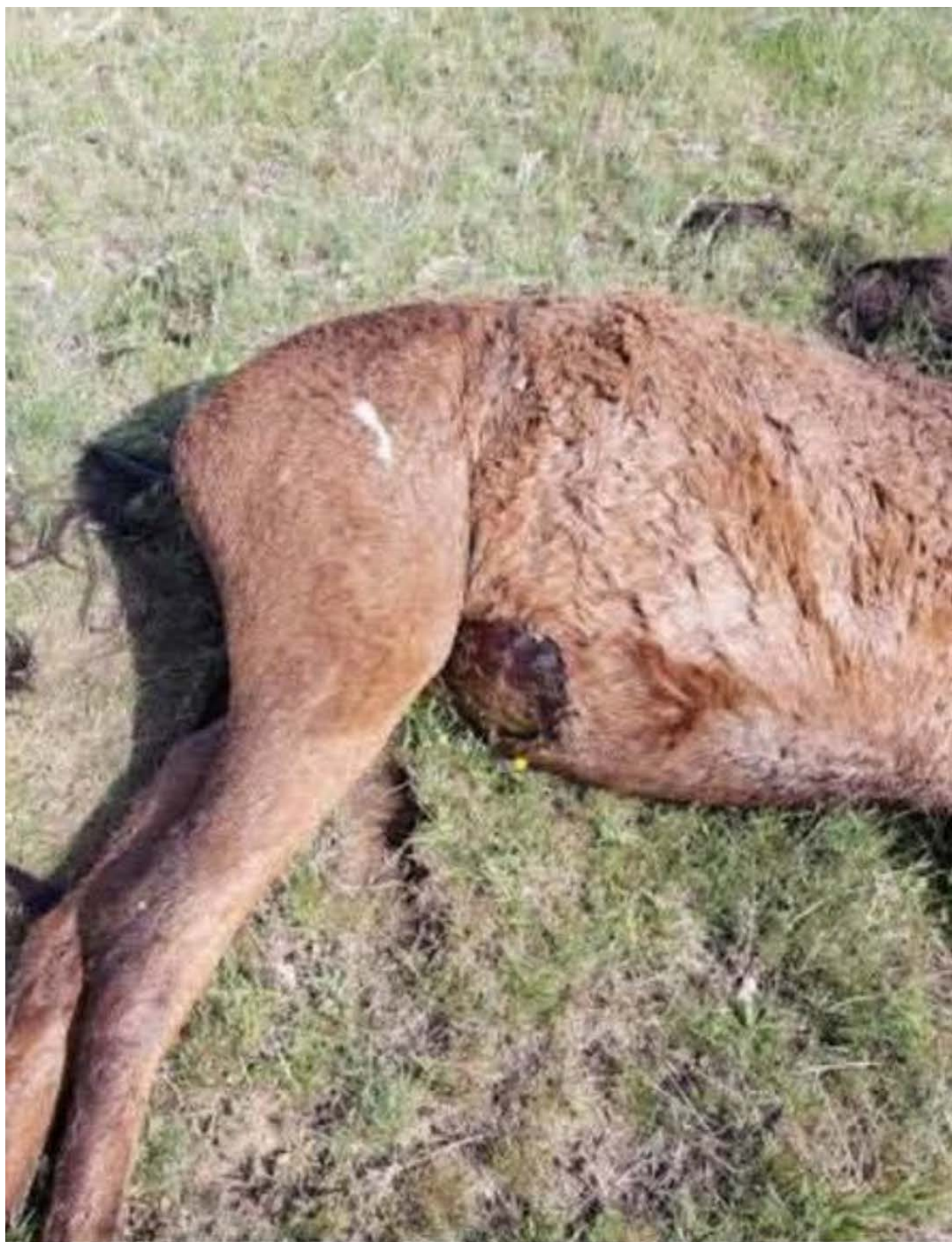


Exhibit E

Rebecca J. Deputy
8648 Bear Creek Rd. /POB 727
Lodge Grass, Montana 59050

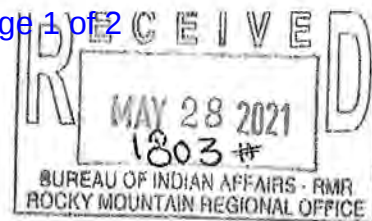
May 4, 2021

Bryan Newland-Principal Deputy Assistant Secretary of BIA

Darryl Lacunae-Director of BIA

Susan Messerly-Rocky Mountain Region Director

Clifford Serawop-Crow Agency, Mt. Superintendent of BIA



Reg. Dir. [Signature]
Dep RD Trust ✓
Dep RD IS ✓
Route To DES
Response Required ✓
Due Date ✓
CC DES
Notes e

Greetings to the above named individuals;

This is our notification to you that we are no longer leasing our land, nor allowing BIA to sign for us. The lease agreement was made and signed by the Superintendent Clifford Serawop. I called Mr. Serawop in early April 2020 regarding the slaughter, mutilation and theft of over 100 head of Purebred Arabian Horses valued at over One Million Dollars and the theft of all our corral panels, water tanks and troughs, fencing materials and personal items at our home site by the white ranchers that we were forced to lease to without our signatures! I made the complaint To Mr. Serawop and informed him of our decision NOT to continue leasing our land and he only passed it onto the BIA Police in Crow Agency. Come September 2020 Audra Deputee Kolodziejski and her 7 year old daughter had assault rifles pointed at their heads in attempted murder by employees of Matt Brown! These men attempted to kill the remainder of our valuable Arabian horses and murder us, the landowners!!! We called and made Mr. Serawop aware of this and he went ahead and leased our land without notice and without our signatures to Matt Brown and others. This is an ongoing situation that has to be resolved IMMEDIATELY!!! We have sought help with Senator Tester who is having the FBI to look in to the matter. However, the BIA is not helping us to resolve this. Instead they sign the lease and are in support of the white man on the reservation. We live on this allotment, my grandkids had to come home after the COVID lockdown to find their horses scattered all over the place shot up, ears cutoff, eyeballs removed and genitals cut off. This was reported to BIA it is in the Police files sent to the Montana Senator. The Brand inspector who signed off on these horses knowing full well they were stolen! Because the white rancher wanted to use our land we almost lost our lives. This is ongoing for the past year and we are continuing to be victimized and are repeatedly being chased and harassed by vehicles in an attempt to remove us from our land! Not only that, we have white hunters and hunters with dogs crawling all over our land constantly!! They all tell us that Matt Brown and Padlock Ranch are allowing them to hunt on our land!!! It needs to stop NOW!!! In August 2020 Padlock Ranch stole 4 head of very valuable New Zealand Cattle when we let them out to graze on OUR LAND!!!! Our Cattle went missing

for the entire summer and after posting ads everywhere for our missing cattle and their pictures, Padlock Ranch dropped them off near the road and they came home with all ear tags REMOVED!!! We also have Cattle, Goats, EXTREMELY VALUABLE horses and are utilizing our own land and yet competing with the white man who is attempting to stop us and murder us at every turn. ENOUGH IS ENOUGH!!!! Even BIA is helping the white man to kill us and our animals and way of life. We are not stopping and we are going to the media also, the public needs to know what kind of injustice is being committed against the rightful land owners!!!. We want this resolved NOW and we are informing you that all leases are now Terminated Fully!!

The Allotments are as follows:

Allotment-1665

Allotment-1665-F

Allotment-2752

Allotment-3174

These are all located in the Wolf Mountains 59050.

Landowners Signatures:

Rebecca J. Deputy

Rebecca Deputy

Arnetta Deputy

Arnetta Deputy

Marcella Deputy

Marcella Deputy

Wayne Deputy

Wayne Deputy

Audra Deputee (Kolodziejki) (Heir of Audrey Little light Deputy)

Audra Deputy

Exhibit F

NOTICE OF OWNERS USE

October 20, 2021

Susan Messler-BIA Director

Rocky Mountain Region

Billings, Montana

Clifford Serawop-BIA Superintendant

Crow Agency, Montana

This letter is to inform you that we are doing owners use on the following allotments ; 1665, 1665-F, 2752 and 3174 in the Wolf Mountains where our home, home site and ranch is. We have cattle, dairy goats, horses and other farm animals. We have been forced repeatedly by BIA to allow Padlock Ranch Cattle to eat up our livestock's resources and decimate our land, while our cattle is forced into small pens to starve, our hay field was taken from us and our dairy goats and chickens were crushed to pieces by Padlock cattle who have daily drank our livestock's water troughs, chased my grandkids down and were in our yard daily! Padlock Cattle ate our feed and hay, took all our fences down repeatedly. We are using our own land resources now to feed and sustain our livestock and our own lives. We are the landowners NOT the white ranchers and NOT BIA! We are no longer tolerating the harassment and abuse of our livestock and ourselves for utilizing and living on our own land. You are well aware of our past situation and the danger you have placed us in by leasing our land to the very people who massacred our livestock and pointed assault rifles at our heads! We do have rights, We are human beings too and all of those rights have been violated by lessee's with the help of the Bureau of Indian Affairs We want termination of all leases before the white ranchers completely decimate the remainder of what we

own as well as ourselves. We have lost now over 2 million dollars in livestock and are pursuing justice in the meantime. There is a Last Will and Testament of Audrey Little Light Deputy that gave all her holdings in the Wolf Mountains to her granddaughter Audra Deputee to use for her animals, we are still waiting for the Probate hearing.

Thank you,

Rebecca J Deputy

Exhibit G

(Page 1 of 11)

LEASE NO.4200360089
 TRACT NO:MULTIPLE
 LAND AREA
 CODE:202
 ADV NUMBER:2022-2
 ADV ITEM:729
 ADV DATE:08/11/2022

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF INDIAN AFFAIRS

CROW AGENCY
 WEAVER DRIVE
 P.O. BOX 69
 CROW AGENCY, MT 59022

AGRICULTURE LEASE

Recorded at the
 U.S. Department of the Interior
 Bureau of Indian Affairs
 Land Titles and Records Office
 Document Number: 4200360089
 Date: 2023 JUN 20 10:16 AM
 Teton-Powder Mountains



THIS LEASE, made and entered into this 11th day of August, 2022 by and between the Indian or Indians named below (the Secretary of the Interior acting for and on behalf of Indians), hereinafter called the LESSOR, and PADLOCK RANCH COMPANY P.O. BOX 472 HARDIN MT 59034 hereinafter called the LESSEE, in accordance with the provisions of existing law and the regulations (25 CFR 162) which, by reference, are made a part hereof.

WITNESSETH: That for and in consideration of the rents, covenants, and agreements hereinafter provided, the lessor hereby lets and leases unto the lessee for farming and grazing purposes only, the land and premises described as follows, to wit:

202 2752, 202 3174

The legal description for the lands committed to this lease in the tract(s) identified are described in the Schedule of Lands attached to this lease.

This lease is exclusive to the lands and interest(s) held in trust or restricted status by the United States for the benefit of an Indian Tribe or individual Indian beneficiary at the time of approval.

This lease, containing 520.000 acres, more or less, of which not to exceed 21.670 acres may be cultivated, for the term of 5.00 years beginning on the 1st day of October, 2022, to be completed and ended on the 30th day of September, 2027, subject to the conditions hereinafter set forth.

This lease is subject to the following provisions:

1. SECRETARY as used herein means the Secretary of the Interior or his authorized representative delegated.
2. RENTAL PAYMENTS-The rental payment may change over the term of this lease based on the trust or restricted ownership interest in the tract(s) at the time of invoicing. Rental payments will not be accepted more than one year in advance of the due date. Rental or one-_____ share of all crops) as hereinafter provided is to be paid in accordance with the following payment schedule unless otherwise specified on the invoice.

Payment Start Date	Payment End Date	Payment Term	Agency Pay	DP / OU Pay
10/01/2022	09/30/2027	Annual	\$4,535.11	\$0.00

A non refundable administrative fee will be charged in accordance with 25 CFR 162.241 or 25 USC 14b, unless waived by the Secretary.

The administrative fee for this lease is \$136.05.

Failure to pay the exact amount by the due date is a lease violation and the lease may be subject to cancellation after providing notice to the LESSEE. The rental payment will be considered late if it is not received by the due date specified in the invoice. Although the decision to cancel this lease for rental disputes is subject to appeal pursuant to 25 CFR Part 2, the decision may be made effective immediately for the conservation and protection of the trust land. The LESSEE's bond may be used to pay any disputed rental amounts. Ten percent (10%) of the total annual

IRRIG BOND: N/A

RENTAL BOND: \$4,535.11
 46 *5399001590 F.I.B.

Lease No. 4200360089

Lease Type: AGRICULTURE LEASE

Land Area: 202

rental due will be assessed, and added in addition to the amount the LESSEE has failed to pay, has underpaid, or failed to pay by the due date. An additional 10% assessment shall be made of the total outstanding balance due for any rentals that are paid and accepted 30 days beyond the due date. The assessed amount shall be construed as rental income and will be distributed to the trust landowners. The LESSEE may not be notified of any overpayment.

3. CARE OF PREMISES.--It is understood and agreed that the LESSEE is to keep the premises covered by this lease in good repair. He shall not commit or permit to be committed any waste whatever on said premises and shall not remove or tear down any building or other improvement thereon, but shall keep the same in good repair. He shall not destroy or permit to be destroyed any trees, except with the consent of the LESSOR and the approval of the Secretary, and shall not permit the premises to become unsightly. The LESSEE will be held financially responsible for all unrepaired damage to buildings, fences, improvements or appearance, except for the usual wear and decay.

4. CROP LEASES.--It is understood and agreed that the LESSEE will not purchase or be a party to the purchase by anyone, of the lessor's share of the crop, without prior approval of the Secretary.

5. SUBLEASES AND ASSIGNMENTS.--Any sublease, assignment or amendment of this lease may be made only with the approval of the Secretary and the written consent of the parties to the lease in the same manner the original lease was approved.

6. RESERVATIONS.--It is understood and agreed that the LESSOR reserves the right to make mineral, business, signboard, industrial, and sand and gravel leases and/or permits and to grant rights-of-way and other legal grants on the premises covered by this lease. The LESSEE is entitled to any and all damages that may occur to their leasehold interest in the land as a result of the LESSOR exercising any of their rights to encumber the land with other leases, permits, or granting a R.O.W. on the property. It is further understood that in the event a dispute between the LESSEE hereunder and the lessee, permittee and/or grantee of a mineral, business, signboard, industrial, or sand and gravel lease and/or permit, grant of right of way or other legal grant, or as to the amount of such damages, the matter will be referred to the Secretary who shall be the sole and final judge as to the amount of said damages occurred.

7. UNLAWFUL CONDUCT.--The LESSEE agrees that he will not use or cause to be used any part of the leased premises for any unlawful conduct or purpose.

8. RELINQUISHMENT OF SUPERVISION BY THE SECRETARY.--Nothing contained in this lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of the lease; however, such termination shall not serve to abrogate the lease. The owners of the land and the LESSEE shall be notified by the Secretary of any such change in the status of the land.

9. IMPROVEMENTS.--Unless otherwise specifically provided herein, it is understood and agreed that any buildings or other improvements placed upon the land by the LESSEE become the property of the LESSOR upon termination or expiration of the lease. All removable personal property belonging to the LESSEE shall be removed from the lease premises upon expiration or termination of the lease. Any personal property of any character not removed from the premises within the thirty (30) day period shall become the property of the LESSOR and shall be subject to disposition by the LESSOR free from any responsibility to the LESSEE or any third party in connection therewith.

10. VIOLATION OF LEASE.--It is understood and agreed that violations of this lease shall be acted upon in accordance with the regulations of the Secretary as stated in 25 CFR 162.

Lease No. 4200360089

Lease Type: AGRICULTURE LEASE

Land Area: 202

11. ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS.--No assent, express or implied, to the breach of any of the lessee's covenants shall be deemed to be a waiver of any succeeding breach of covenants.

12. UPON WHOM BINDING.--It is understood and agreed that the covenants and agreements hereinafter mentioned shall extend to and be binding upon the heirs, assigns, executors and administrators of the parties to this lease. While the leased premises are in trust or restricted status, all the lessee's obligations under this lease, and the obligations of its sureties, are to the United States, as well as to the owner or owners of the land.

13. INTEREST OF A MEMBER OF CONGRESS.--No Member of Congress their staff, or any Secretarial Delegate, shall be admitted to any share or part of this lease or to any benefit that may arise herefrom, but this provision shall not be construed to extend to this lease if made with a corporation or company for its general benefit.

14. INDEMNIFICATION--Neither the LESSOR, nor the United States, nor their officers, agency and employees shall be liable for any loss, damage or injury of any kind whatsoever to the person or property of the LESSEE or SUBLESSEE or any other person whomever, caused by accident, fire, or other casualty on said premises or from any other cause whatsoever. LESSEE hereby waives all claims against LESSOR and the United States and hereby agrees to hold LESSOR and the United States, free and harmless from liability for any loss, damage or injury arising from the use of the premises by LESSEE, together with all costs and expenses connected therewith. In addition, the LESSEE agrees to indemnify the United States and the LESSOR against all liabilities or cost relating to the use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or the release or discharge of any hazardous materials from the leased premises that occurs during the lease term, regardless of fault.

15. ARCHEOLOGICAL DISCOVERY.--In the event that archeological or historical remains, burials, cultural artifacts, or other antiquities not previously reported are encountered during the course of construction, farming, grazing, or other activity associated with this lease, all activity in the immediate vicinity of the remains or artifacts will cease and the Bureau of Indian Affairs archeologist and the Tribe who has jurisdiction over the lands will be contacted to determine disposition.

16. INSPECTIONS--The Secretary or his authorized delegate shall have the right, at any reasonable time during the term of the lease, to enter upon the leased premises or any part thereof, to inspect the same and all buildings and other improvements erected and placed thereon.

17. COMPLIANCE WITH LEGAL REQUIREMENTS--The LESSEE must comply with all applicable laws, ordinances, rules, regulations, and other legal requirements. The LESSEE must also comply with all Tribal laws and leasing policies, when applicable.

18. BONDING--Unless otherwise provided or waived, the LESSEE must provide a bond to secure the performance of all lease obligations, and such bond may be used to restore or reclaim the leased premises to their condition at the commencement of the lease. The bond amount must be for no less than one year's rental. If the leased premises are within an Indian irrigation project a bond may be required to ensure payment of operation and maintenance charges. If the lessee fails to make the rental payment, the authorizing official may use the bond for rental due the landowners.

19. CONSERVATION PRACTICES--It is agreed and understood that farming and/or grazing operations will be conducted in accordance with recognized principles of sustained yield management; sound conservation practice goals as expressed in tribal laws, leasing policies and conservations plans and stipulations attached hereto. Pasture leases shall have stocking rates and season of use stipulated in the conservation plan.

Lease No. 4200360089

Lease Type: AGRICULTURE LEASE

Land Area: 202

20. ADDITIONAL FEES-In addition to any rental payment assessments, the LESSEE will pay a \$50.00 administrative fee for dishonored checks, a \$15.00 administrative fee for BIA processing a notice and any demand letters, and 18% of the balance due which will be charged by Treasury if a referral is made for collection of delinquent debt. The administrative fee will be charged for each notice or demand letter.

21. RIGHT-OF-WAY-This lease is subject to any prior valid existing rights-of-way.

22. UNDIVIDED FEE INTEREST-This is a lease of the trust interests in the property described and is not a lease of any undivided fee interests. All rental paid by the LESSEE will be distributed to the trust landowners only. The LESSEE is responsible for accounting to the owners of any fee interests that may exist in the property being leased.

23. RENTAL PAYMENTS MADE DIRECTLY TO LESSORS-If authorized, any payments made by the LESSEE directly to the LESSORS (trust beneficiaries or landowners) must be made to only those individuals as specified in the lease. The lease includes a list of individuals who are to receive the income and the amounts each are to receive. This list is called a "Schedule of Payments" and is subject to change by an approved modification. The LESSEE will be advised of any approved changes to the "Schedule of Payments". The LESSEE must retain proof of payment which will be provided to the approving official upon request. The LESSEE shall return the invoice or payment coupon with certification of payment to the centralized commercial lockbox address of the Bureau of Indian Affairs office which has jurisdiction over the leased premises. Failure to do so may be treated as a violation of the lease pursuant to provision 10 of this lease. All direct payments may be suspended at any time during the term of the lease. In the event of death of any of the individuals to whom, under the terms of the lease rentals are to be paid directly, all remaining rentals due shall be paid to the centralized commercial lockbox address of the Bureau of Indian Affairs office which has jurisdiction over the leased premises. The authorizing official may require that 100% of the landowners or LESSOR consent and agree to accept their rental payments directly from the LESSEE, and if they do not consent or agree the authorizing official has the discretion to disallow all direct payments. Direct payments will be made to the individuals on the "Schedule of Payments" on the rental due dates in the full and correct amounts. The LESSEE shall not make any rental payments over 90 days before the rental due date(s).

24. IRRIGATION OPERATION AND MAINTENANCE-If applicable, it is understood and agreed that the LESSEE will pay all operation and maintenance assessments annually in advance of the due date proceeding each irrigation season, including any penalties accruing against the above described land under irrigation, and will pay all charges assessed in connection with any other improvements project or district with which the lands may be located, pursuant to the existing or future orders of the Secretary.

25. HOLDING OVER-Holding over by the Lessee after the termination of this lease shall not constitute a renewal or extension hereof or give the Lessee any rights hereunder to or in the leased premises and shall be treated as a trespass.

26. ADDITIONS-Prior to execution of this lease, provisions numbers _____ have been added hereto and by reference are made a part hereof.

APPROVAL.--It is understood and agreed that this lease shall be valid and binding only after approval by the Secretary.

Lease No. 4200360089

Lease Type: AGRICULTURE LEASE

Land Area: 202

IN WITNESS THEREOF, the LESSEE and LESSOR have hereunto affixed their hand and seals, the day and year first above written (and the LESSOR hereunto has caused to be attached his legal acceptance on which he has affixed his hand and seal).

Two witnesses to each signature:

Sue Ann Dargent POA
PADLOCK RANCH COMPANY (lessee)

Approving Official



SCHEDULE OF LANDS

LEASE NO. 4200360089

202 2752 DEPUTEE, FLOREINE**An undivided 6300 / 6300 trust interest 1.0000000000 in:**

Section	Township	Range	County	State Meridian	Acres
8	008.00S	037.00E	BIG HORN	MT Principal	160.000

Parcels: NE

202 3174 DEPUTEE, MATILDA**An undivided 6300 / 6300 trust interest 1.0000000000 in:**

Section	Township	Range	County	State Meridian	Acres
7	008.00S	037.00E	BIG HORN	MT Principal	40.000

Parcels: E E E E

8	008.00S	037.00E	BIG HORN	MT Principal	320.000
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Parcels: W

IRRIGATED**DRY FARM: 21.67 ACRES AT A RATE OF \$26.00 PER ACRE****PASTURE: 498.33 ACRES AT A RATE OF \$7.97 PER ACRE****OTHER**

LEASE NO.4200360089

LEASE TYPE: AGRICULTURE LEASE

LAND AREA: 202

Statement of Determination

After thorough review of this lease and the supporting documents, prior to approval, I have determined this lease to be in the best interest of the Indian Landowners for the following four reasons:

- 1) To Conserve and Protect the Trust Resource;
- 2) To Provide Income to the Beneficial Landowners;
- 3) To Prevent Trespass; and
- 4) To Prevent Misuse


Superintendent
25 CFR 162.214(a)

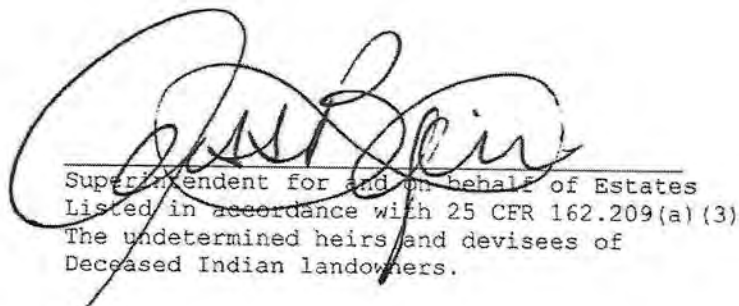
07 JUN 23
Date

209 DM 8, 230 DM 1, 3 IAM 4, as amended, and further delegations as needed to effectuate the Reorganization embodied in DM Release dated June 15, 2015.

BY: 
Approving Official, Superintendent


Printed Name

07 JUN 23
Approval Date


Superintendent for and on behalf of Estates
Listed in accordance with 25 CFR 162.209(a)(3)
The undetermined heirs and devisees of
Deceased Indian landowners.

07 JUN 23
Date

CONSERVATION STIPULATION

Page 1 of 3

26. LAND-USE PROVISIONS: The following provisions are an extension, and in no manner a limitation, on any agreement or covenants relating to this lease. The Lessee will develop or caused to be developed a conservation plan for the tract of land under this lease agreement. The Bureau of Indian Affairs agrees to work cooperatively and in consultation with the lessee to develop and assist in the formulation of a conservation plan by providing technical assistance upon request. The Lessee agrees that a conservation plan may be developed by the Bureau of Indian Affairs in the event that the Lessee does not timely submit a plan and that the plan will become a binding part of this lease.

27. PROHIBITION OF ASSIGNMENT OR SUBLEASING OF TRIBAL LANDS: CROW TRIBAL LAW PROVIDES THAT THIS LEASE MAY NOT BE ASSIGNED, TRANSFERRED OR SUBLEASED TO ANY OTHER PARTY, PERSON OR ENTITY IN ANY MANNER FOR ANY REASON. VIOLATIONS MAY RESULT IN CRIMINAL PROSECUTION AND/OR CIVIL SANCTIONS, FINES, AND/OR FEES.

A. FARM LAND: The Lessee will protect the land from soil erosion and maintain or improve the productivity and fertility of the soil. All tillage operations will leave stubble or surface mulch considered satisfactory to the Superintendent. Conservation farming methods are required. If farmlands are managed improperly as determined by the Superintendent, a management plan developed cooperatively with the Lessee may be applied at any time during the term of the lease. In lieu of a plan acceptable to the Superintendent, a management plan will be stipulated by the Bureau of Indian Affairs as a condition of the lease. (Penalty - not less than the cost of corrective measures and damages.)

B. PASTURE, RANGE, AND HAY LANDS: The Lessee agrees to utilize suitable grassland management practices consisting of, but not limited to proper forage harvest, livestock distribution, stocking rates, and season use; in order to provide for the protection of desirable native grasses, forbs and shrubs from over use. If overuse is determined to have occurred based on a review management practices, a management plan may be developed cooperatively with the Lessee at any time during the remainder of the lease. In lieu of a plan acceptable to the Superintendent, a management plan will be stipulated by the Bureau of Indian Affairs as a condition of the lease. **ANIMAL UNIT MONTH (AUMS):** is the amount of forage required to feed a 1000-pound cow with or without calf for one month. This tract of land provides 112 AUMS. (PENALTY: if overgrazing is determined to have occurred, which is removal of more than 50 percent of the annual production of the desirable forage species, the Superintendent, Crow Indian Agency, will assess the value of the forage consumed, plus double the value penalty. The value of forage consumed will be calculated based on the annual Montana Agriculture Statistics Private in Grazing Fee Rates for an Animal Unit.) (Public law 103-177, American Indian Agriculture Resource Management Act, Title 1, Sec. 103, (a) (1) (A).)

C. IRRIGATED LAND: Irrigation and waste water entering and leaving the land covered by this lease must be in a well maintained ditch or other confined area and not be allowed to flow or seep adjacent or downstream lands. The Lessee will not stop or hinder the Bureau of Indian Affairs in the inspection of any canal or ditch. (Penalty and regulations as stipulated by 25 CFR)

D. GRASS SEEDING OF SUBMARGINAL FARM LAND: Any farm land determined by the Superintendent to be unsuitable for cultivation must be successfully established in grass or other permanent vegetation as specified by the Bureau of Indian Affairs. (Penalty - not less than the cost of establishment of the permanent vegetation and damages.)

E. BREAKING OF SOD: The operator shall not break any sod without permission from the Superintendent. The full acreage broken in violation shall be reseeded to an approved grass or a grass and legume mixture by the Lessee in accordance with the instructions by the Bureau of Indian Affairs. (Penalty - not less than the cost establishment of the permanent vegetation and damages.)

Conservation stipulation-contd.

Page 2 of 3

F. EROSION: If at any time during the term of this lease the Land shows signs of soil erosion, the operator will be required to take cooperative measures as directed by the Bureau of Indian Affairs. (Penalty - not less than the cost of corrective measure and damages.)

G. BURNING: No crop residue or grassland shall be burned without approval of the Superintendent. (Penalty - not less than the cost of corrective measures and damages.)

H. NOXIOUS WEEDS: The Lessee shall protect the lands covered by this lease from the growth, propagation of seed and spread of noxious weeds. The listed noxious weeds will be determined by the Big Horn and Yellowstone County Noxious Weeds Boards. The Lessee will incorporate best management practices to control any noxious weeds on this lease. The Lessee will be required to meet all conditions of the Montana Noxious Weed Control Law, as amended in 1995. The Superintendent will contract for the control of any noxious weeds to the extent of the Lessee's bond.

I. TRESPASS: The Lessee is required to restrain the livestock from grazing on any lands he does not control. If grazing is common, a plan will be developed stating season of use and proper stocking for each operator. In lieu of an acceptable plan, a plan will be stipulated by the Bureau of Indian Affairs as a condition of this lease. (Penalty - as Stipulated by 25 CFR)

J. TRASH AND GARBAGE DISPOSAL: The Lessee will not dump, or permit others to dump, trash or garbage on this Leased Land. (Penalty - no less than the cost of cleaning)

K. BRUCELLOSIS CONTROL STIPULATION: Lessee, or permittee must participate in the State-Federal Brucellosis Eradication Program and other Livestock health and sanitation Programs as required.

L. FENCES: All existing fences will be maintained to the satisfaction of the Superintendent. New fence construction will be constructed to specifications approved by the Superintendent. Lessees may be required to construct boundary fences as a method of negotiating resolution for disputes between parties regarding Livestock trespass or when the Lessee does not lease or control use of the adjoining Land to Leased tract. The Superintendent, Crow Indian Agency reserves the right to modify the Lease agreement to the extent necessary to resolve disputes between parties regarding fencing requirements. Written fence removal provisions or transfers may be allowed provided the construction and removal provision become a part of the Lease as approved by the Superintendent.

M. ADDITIONAL PROVISION: All land under this lease must remain eligible for all current USDA farm programs. It is the Lessee's responsibility to comply with these requirements.

N. OWNER'S USE POLICY: "OWNER'S USE" means that the interest owner claiming owners use must use the property in their farming and ranching operation. The Superintendent shall request a written plan of operation or proof of actual use, particularly, if there are some questions as to who is actually using the land or there is an allegation of sub-lease by the interest owner claiming owner's use. Only heirs and individuals who have received lands by inheritance can acquire an owners' use lease.

O. SUBLEASING: It is understood and agreed by the Lessee that all livestock grazing on a lease will be branded with the Lessee's brand which is registered by the Montana Department of Livestock-Division of Brands. Any other livestock will be incorporated into a common-use management plan approved in writing by the Superintendent, Crow Indian Agency. Failure to provide an approved plan will be caused for cancellation of the lease.

Conservation stipulation-contd.

Page 3

P. CROP RESIDUE REMOVAL: In order to facilitate erosion reduction and soil quality improvement, residue, consisting of volunteer grains, weeds, small grains and legume straw or other surface crop residue, will not be allowed to be grazed, baled for hay or straw, or removed on dry farmland designations in this lease, unless the remaining surface residue is determined to be in excess of local natural Resource Conservation Service surface crop residue management practices.

Q. IRRIGATED MANAGEMENT PLANS: All irrigated land shall have a management plan submitted to the Superintendent, Crow Indian Agency, within 30 days of lease approval date. Management plans will indicate at a minimum what crops will be grown each year of the lease and any improvement planned. Failure to provide an approved plan will be caused for cancellation of the lease.

I accept these stipulations as part of Lease Contract No. 4200360089. I agree that additional conservation stipulations may be developed by the Bureau of Indian Affairs and become a part of this contract at any time during the term of this lease. Failure to comply with the requirements of these stipulations shall be caused for cancellation of the Lease or permit.

SIGNED Dee Ann Sargent POA
PADLOCK RANCH COMPANY
ALLOT. 2752/3174

5-16-2023
DATE

REVISED: 1/22/1998

