Receipt number AUSFCC-11225272

**IN THE UNITED STATES COURT OF FEDERAL CLAIMS**

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| Kaylee Tyson (Choctaw),<br>Hazel James (Chickasaw),<br>Peggy Immohotichey (Chickasaw),<br>Jana Boykin (Choctaw),<br>Judith Davidson (Choctaw),<br>and others similarly situated,<br><br>Plaintiffs;<br><br>v.<br><br>UNITED STATES OF AMERICA;<br><br>Defendant. | ) | Case No.: **26-606 L** |

**CLASS ACTION COMPLAINT**

COME NOW, Kaylee Tyson (Choctaw), Hazel James (Chickasaw), Peggy Immohotichey (Chickasaw), Jana Boykin (Choctaw), Judith Davidson (Choctaw), and others similarly situated, as may be certified as a class by the Court (collectively "Plaintiffs"), by and through undersigned counsel, and hereby sue Defendant, the United States of America ("Defendant" or the "United States") for damages not sounding in tort, and allege as follows.

## I. INTRODUCTION

1. Representative Plaintiffs and members of the putative class are Native Americans who own mineral interests in restricted-fee allotments patented to their respective predecessors, who were original allottees of the so-called Five Civilized Tribes in eastern Oklahoma (the Choctaw, Chickasaw, Creek, Cherokee and Seminole Nations) ("the Five Tribes"), and whose allotments were subject to one or

more oil & gas leases approved by the United States pursuant to the federal Stigler Act of 1947, 61 Stat. 731, as amended ("the Stigler Act").

2. This lawsuit includes two subclasses of plaintiffs. The first subclass is comprised of "Non-Leasing Owners." Non-Leasing Owners are Indian co-owners of the restricted mineral interests associated with their respective allotments who did not sign an oil & gas lease or otherwise consent to oil & gas activity, but where Defendant nevertheless approved an oil & gas lease on their allotment. In most instances, this resulted in the Non-Leasing Owners receiving nothing from the oil & gas companies, while their leasing co-owners received bonus, rent or royalty payments.[1]

3. The second subclass of plaintiffs are "Direct Payment Owners." Each Direct Payment Owner signed at least one oil & gas lease. They received one-time bonus payments upon lease approval, and they became eligible to receive rent and production-based royalty payments over the course of the lease. Defendant, however, does not maintain a system of records for such payments, and Defendant does not ensure that such payments collect interest, because Defendant's policies do

[1] In some instances, the Oklahoma Corporation Commission has included Indian owners of restricted fee allotments, or their predecessors, in pooling orders that provide for the joint development of an oil or gas reservoir that extends under multiple surface parcels. These orders may purport to assign certain payment rights to all owners listed on the order, but such orders are not valid as to Indian allotments unless the Secretary of the Interior approves them. 61 Stat. 731, 734 (1947). Plaintiffs have been unable to determine whether the Secretary has ever approved any pooling orders related to oil & gas activity on Five-Tribe allotments, but upon information and belief, such approvals appear to have been very rarely, if ever, granted.

not require the oil & gas companies to make payments for members of the Five Tribes into Defendant's Individual Indian Money ("IIM") account system.

## 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 statutes and federal common law for damages not sounding in tort.

## III. PARTIES

6. Representative Plaintiffs are American Indians, all of whom are enrolled members of the Choctaw Nation or the Chickasaw Nation. The putative class of Plaintiffs are heirs of at least one original allottee from the Five Tribes who have not raised the same claims in any previously filed litigation. All of the Plaintiffs in the putative class own restricted mineral rights in at least one allotment that was subject to an oil & gas lease approved under the federal Stigler Act, as amended, in Oklahoma District Court by a judge who normally is part of the Oklahoma state court system, but who, in these lease approval proceedings, acted as a federal official pursuant to the Stigler Act.

7. Plaintiff Kaylee Tyson is an enrolled member of the Choctaw Nation and a representative plaintiff of Subclass 1 – Non-Leasing Owners. Her primary residence is in McAlester, Oklahoma. She is a co-owner of the mineral interests associated with an allotment in Stephens County, Oklahoma, near the town of

Ratliff City, originally allotted to her predecessor, Elonzo Tyson, a full-blood member of the Chickasaw Nation.

8. Plaintiff Hazel James is an enrolled member of the Chickasaw Nation and a representative plaintiff of Subclass 2 – Direct Payment Owners. Her primary residence is in Morrison, Oklahoma. As with Plaintiff Kaylee Tyson, Plaintiff Hazel James is a co-owner of the mineral interests associated with the Elonzo Tyson Allotment in Stephens County, Oklahoma.

9. Peggy Immohotichey is an enrolled member of the Chickasaw Nation and a representative plaintiff of Subclass 2 – Direct Payment Owners. Her primary residence is in Milburn, Oklahoma. As with Plaintiff Hazel James, who is her sister, and Plaintiff Kaylee Tyson, who is a distant relative, Plaintiff Peggy Immohotichey is a co-owner of the mineral interests associated with the Elonzo Tyson Allotment in Stephens County, Oklahoma.

10. Jana Boykin is an enrolled member of the Choctaw Nation and a representative plaintiff of Subclass 2 – Direct Payment Owners. Her primary residence is in Hugo, Oklahoma. She is a co-owner of the mineral interests associated with an allotment in Grady County, Oklahoma, near the town of Chickasha, originally allotted to Sylvester Impalumbi, a full-blood member of the Choctaw Nation.

11. Judith Davidson is an enrolled member of the Choctaw Nation and a representative plaintiff of Subclass 2 – Direct Payment Owners. Her primary residence is in Hugo, Oklahoma. As with Plaintiff Jana Boykin, who is her sister,

Plaintiff Judith Davidson is a co-owner of the mineral interests associated with the Sylvester Impalumbi Allotment in Grady County, Oklahoma.

12. Defendant United States of America is a body politic existing pursuant to the Constitution of the United States, which bears responsibility for the acts and omissions of its departments, agencies, instrumentalities, officials, and employees.

## IV. BACKGROUND APPLICABLE TO ALL CLAIMS

13. During the late 1800s until enactment of the Indian Reorganization Act of 1934, 48 Stat. 984, 25 U. S. C. § 461 *et seq*., it was the policy of the United States to break up tribally held lands and encourage Native Americans to adopt non-Indian lifestyles, including individual ownership of tracts of land, called allotments. Congress and other federal officials pressured numerous tribes across the nation to sign "allotment agreements," usually then ratified by Congress, that divided tribally held lands into allotments, normally from 80 to 160 acres, that were then assigned to individual tribal members. However, allotments were not given to individual tribal members in fee simple. The allotment agreements and the subsequent allotment acts promised the tribes and individual Indians certain federal protections.

14. Outside of eastern Oklahoma, legal title to most allotments was retained by the United States in trust for the allottee. Under their unique treaties, however, the Five Tribes held their tribal lands in fee,[2] so the allotments that were created for members of the Five Tribes likewise were transferred to the allottees in

[2] *See, e.g*., Choctaw Treaty of Jan. 17, 1837, 11 Stat. 573.

fee, but with restrictions against alienation controlled by the United States—the fundamental basis for the trust duties at issue here. These allotments have become known as restricted-fee allotments, or restricted Indian allotments. Although a restricted-fee allotment could lose its restricted status in a limited number of ways, thousands of allotments in eastern Oklahoma have retained their restricted status. One special attribute of a restricted-fee allotment is that the owner(s) cannot alienate the parcel without federal permission. Granting access to the allotment by way of a lease for oil & gas activities is a type of alienation that requires federal approval.

15. Ownership of a restricted Indian allotment may be inherited. If a deceased owner had no will, the ownership interests are divided during probate proceedings among the owner's heirs according to applicable probate laws. After three or four generations, many Indian allotments are now held by dozens or even hundreds of individuals, each owning a small percentage of the interest as an undivided share.

16. Through a series of statutes enacted during the Oklahoma oil-rush of the early to mid-1900s, Congress made it progressively easier for oil industry companies to lease Indian allotments, while at the same time, preserving the federal government's trust duty to make approval decisions that are in the owners' best interests. One such measure was addressed in statutes enacted in 1908, 1933 and the 1947 Stigler Act (as amended in 2018). 35 Stat. 312 (May 27, 1908); 47 Stat. 777 (Jan. 27, 1933); 61 Stat. 731 (Aug. 4, 1947); 132 Stat. 5331 (Dec. 31,

2018). In these statutes, Congress created a new and unique process whereby Oklahoma judges, instead of the Department of the Interior, approve leases on behalf of the United States, with the additional directive to the Department of the Interior to provide federal attorneys at the lease-approval proceedings to represent the interests of the Indian owners. The Stigler Act also provided that Five-Tribe allotments are subject to all oil and gas conservation laws of the State of Oklahoma, provided that no order of the Oklahoma Corporation Commission affecting restricted allotments shall be valid as to such lands until submitted to, and approved by, the Secretary of the Interior. 61 Stat. 731, 734 (1947).

17. In its conduct with Indian tribes and Native American people, the United States has assumed the obligations of a trustee. *See U.S. v. Mitchell*, 463 U.S. 206, 225 (1983); *Cobell v. Norton*, 240 F.3d 1081 (D.C. Cir. 2001). The United States has charged itself with a moral obligation of the highest responsibility and trust in its conduct with Indians and Indian tribes and its conduct should therefore be judged by the most exacting fiduciary standards. *Cobell*, 240 F.3d at 1099 (quoting *Seminole Nation v. United States*, 316 U.S. 286, 297 (1942)).

18. The trust responsibility of the United States extends to the owners of restricted fee allotments from the Five Tribes, and such responsibility pre-dates the Stigler Act of 1947. *See Heckman v. United States*, 224 U.S. 413 (1912).

19. In *Choctaw Nation v. United States*, 121 F. Supp. 206 (Ct. Cl. 1954), the U.S. Court of Claims explained that the primary purpose of the Choctaw allotment agreement and its ratifying statute, Act of July 1, 1902, 32 Stat. 641, was

for the United States to administer the property and funds of the Indians for their "benefit and best interest." *Id.* at 208-209.

20. The United States, as trustee, has a fiduciary relationship with the Plaintiffs, as Indian allotment owners, and an obligation to administer the trust assets with the greatest skill and care possessed by the trustee.

21. The trust obligations of the United States to Indian owners of restricted-fee allotments include, but are not limited to, the duty to: (1) exercise opportunities to obtain maximum investment returns or other monetary benefits from the land; (2) approve reasonable contracts and lease agreements to advance those opportunities; (3) collect trust funds that come due to the beneficiaries under those agreements; (4) create trust accounts to hold the beneficiaries' trust funds; (5) ensure that the monies owed or paid for the benefit of the beneficiaries are placed in those accounts in a timely manner; (6) maintain adequate records with respect to the beneficiaries' trust funds and non-monetary trust assets; (7) maintain adequate systems and controls to guard against errors and dishonesty; (8) provide regular and accurate accountings to the trust beneficiaries; (9) ensure the federal government's compliance with the protections afforded the beneficiaries under the Constitution of the United States and other applicable laws; (10) consult with the beneficiaries regarding the management of their trust funds and non-monetary trust assets, including the leasing thereof; and (11) ensure that the beneficiaries' trust funds and non-monetary trust assets are protected, preserved and managed so as to be in the beneficiaries' best interests. *See* 25 U.S.C. §§ 161a(b); 162a(a);

162a(d); Federal Oil and Gas Royalty Management Act of 1982, as amended ("FOGRMA"), 30 U.S.C. §§ 1701-1759; and the American Indian Trust Fund Management Reform Act of 1994, 25 U.S.C. §§ 4001-4061.

## V. ALLEGATIONS RELATING TO NON-LEASING OWNERS

22. Plaintiff Kaylee Tyson is the sole heir of her father, Christopher Tyson, who passed away in September 2021. At the time of his passing, Christopher Tyson owned 1/216 (0.463%) of the restricted mineral rights in a 40-acre allotment located in Stephens County, Oklahoma. This parcel was allotted in restricted fee to Elonzo Tyson, a full-blood member of the Chickasaw Nation, who passed away in 1933. The interests in this estate were passed down through several generations. Through an Oklahoma district court probate order issued in 2023, Plaintiff Kaylee Tyson inherited 100% of her father's interest in the Elonzo Tyson Allotment. Therefore, Plaintiff Kaylee Tyson now owns 1/216 (0.463%) of the mineral rights associated with the Elonzo Tyson Allotment.

23. By two orders dated September 13, 2021 and October 22, 2021, pursuant to the Stigler Act, as amended, the District Court of Stephens County, Oklahoma approved oil & gas leases between an oil & gas company called Reagan Smith Energy Solutions, Inc. and multiple heirs of Elonzo Tyson. Both of these orders begin with a list of co-owners of the Elonzo Tyson Allotment, described as Petitioners before the court, but on both orders, multiple names were crossed out. In particular, Christopher Tyson's name appears in the list of "Petitioners" on both orders, but on both orders, his name is crossed out. Moreover, the leasing owners

filed signed leases and Verifications as evidence of their consent to enter the lease. These filings do not include a signed lease or verification from Christopher Tyson. Accordingly, Christopher Tyson was a Non-Leasing Owner, and he never received a bonus, rent, or royalty payment from Reagan Smith Energy Solutions, Inc. His sole heir, Plaintiff Kaylee Tyson, has never signed an oil & gas lease. She is also a Non-Leasing Owner, and as such, she has never received a bonus, rent, or royalty payment from Reagan Smith Energy Solutions, Inc.

## VI. ALLEGATIONS RELATING TO DIRECT PAYMENT OWNERS

24. Representative Plaintiffs Hazel James and Peggy Immohotichey are Direct Payment Owners. Like Plaintiff Kaylee Tyson, they are also co-owners of the restricted mineral interests associated with the Elonzo Tyson Allotment. As sisters, they have inherited the same level of undivided interests. Plaintiffs Hazel James and Peggy Immohotichey each own 0.01389 (1.389%) of the mineral interests associated with the Elonzo Tyson Allotment.

25. Plaintiffs Hazel James and Peggy Immohotichey each signed a lease with Reagan Smith Energy Solutions. In fact, they provided testimony in favor of approving the lease at the two lease approval hearings held by the District Court for Stephens County on September 13, 2021, and October 22, 2021, and each received a one-time bonus check directly from Reagan Smith Energy Solutions at their respective hearings. Although Plaintiff Hazel James and Plaintiff Peggy Immohotichey have IIM accounts at the Department of the Interior, Defendant did not require Reagan Smith Energy Solutions to deposit the bonus checks into

Plaintiffs' IIM accounts. Rather, these checks were paid directly to Plaintiff Hazel James and Peggy Immohotichey. Neither Plaintiff Hazel James nor Plaintiff Peggy Immohotichey can recall receiving any rent or royalty payments from Reagan Smith Energy Solutions. The Stephens County Court records do not include such post-approval information, and upon information and belief, Defendant does not maintain a record of such payments.

26. Representative Plaintiffs Jana Boykin and Judith Davidson are also Direct Payment Owners. They each own an undivided 0.00042438 (0.0424%) share of the restricted mineral interests associated with the Sylvester Impalumbi Allotment in Grady County, Oklahoma. On June 23, 2016, an oil & gas operator called Continental Resources, Inc. caused a Petition to be filed with the Grady County Court to approve a number of leases with a number of the co-owners of the Sylvester Impalumbi Allotment, including Plaintiff Jana Boykin and Plaintiff Judith Davidson. Plaintiff Jana Boykin signed a lease and it was included as an attachment to the Petition. Plaintiff Judith Davidson signed a Verification attesting that the Petition was accurate. Continental Resources offered a one-time bonus payment of $750 per mineral acre plus a 3/16th royalty.

27. On September 27, 2016, the District Court for Grady County held a hearing and issued an order indicating that another oil & gas company called Stamps Brothers Oil and Gas LLC out-bid Continental Resources for the lease. The court's order states that Stamps Brothers Oil and Gas LLC offered a one-time bonus payment of $2,500/mineral acre and a 3/16th royalty, and therefore

obtained the Court's approval. The Court acknowledged that it had not received signed leases from all of the Petitioners, including Plaintiff Judith Davidson, stating: "Said consent of the Trial Attorney is conditional upon the receipt of, and submission to the Court of [sic] approval, the original Oil and Gas Leases of . . . Judith Rocky Davidson . . . and all shall be approved conditionally, subject to the receipt of the properly executed paperwork, as well as subject to a signed consent form received from the Trial Attorney for the Office of the Tulsa Field Solicitor, United States Department of the Interior." Order ¶ 52.

28. The court records for the District Court of Grady County do not indicate whether Plaintiff Judith Davidson signed and submitted an oil & gas lease. Moreover, the court records do not indicate whether Stamps Brothers Oil and Gas ever paid any of the bonus or royalty payments they promised at the hearing. Grady County Court records do not include such post-approval information, and upon information and belief, Defendant does not maintain a record of such payments.

## COUNT I

## BREACH OF TRUST – FAILURE TO ENSURE THAT OIL & GAS LEASE APPROVALS BENEFIT ALL INDIAN OWNERS

29. Plaintiffs reallege and incorporate by reference all the allegations contained in the preceding paragraphs as if written in full in this Count I.

30. Oklahoma district court judges, acting by federal designation under the Stigler Act to approve oil & gas leases on restricted-fee allotments, are officials with federal trust duties to be exercised on behalf of the United States for the

benefit of Plaintiffs. *See Springer v. G.L. Townsend*, 336 F.2d 397, 400 (10th Cir. 1964) (collecting cases); *In the Matter of the Estate of Cully*, 276 P.2d 250, 254 (Okla. 1954) ("In the approval of conveyances by such Indians, the county court is acting upon no independent jurisdiction, but is merely exercising the jurisdiction granted it by Federal law and—as a Federal agency—for that particular purpose."); *see also*, *Parker v. Richard*, 250 U.S. 235, 238-39 (1919) (same analysis under precursor statute).

31. The trust duties at issue in this claim stem from the allotment agreements and allotment acts pertinent to each of the Five Tribes. *See* 30 Stat. 567 (1898); 31 Stat. 250 (1900); 32 Stat. 641 (1901); 31 Stat. 861 (1901); 32 Stat. 500 (1902); 32 Stat. 716 (1902); 32 Stat. 982 (1903); 33 Stat. 189 (1904); 34 Stat. 137 (1906). By these agreements and statutes, the United States agreed to assume the role of a trustee, protecting the allotment interests of the individual Indian owners against improvident alienation. This trust duty extends to all of the Indian owners of an allotment.

32. It is a breach of trust and a violation of federal statute for the United States to approve and allow oil & gas leasing and production on a restricted Indian allotment without the provision for any payments to be made to all owners of the allotment, including the Non-Leasing Owners. Allowing an oil & gas lease to be implemented without any payment to the Non-Leasing Owners is tantamount to giving away the Non-Leasing Owners' property without compensation. A trustee who approves such a transaction breaches the trustee's fundamental duty.

33. Had Defendant complied with its lease-approval trust duties as to the Non-Leasing Owners, Defendant would have ensured that every owner received a fair share of the oil & gas payments associated with their allotment. Pursuant to the Federal Oil and Gas Royalty Management Act of 1982, 30 U.S.C. §§ 1701-1759 ("FOGRMA"), those payments were to be directed to the IIM accounts of the Indian owners. Instead, Defendant failed to comply with the trust and statutory requirements to direct payments to the IIM system; failed to ensure proper payment amounts; failed to properly invest the funds; failed to provide Plaintiffs with proper accountings; and failed to issue monthly statements to the Plaintiffs. These failures of Defendant make it difficult or impossible for Plaintiffs to determine, without an accounting by Defendant, how much money should have been deposited into their IIM accounts, or how much money has been lost in foregone interest.

34. Plaintiffs are advancing claims for leases approved only after settlement of the *Cobell* litigation on September 30, 2009, *see Cobell v. Salazar,* No. 1:96-CV-01285 (D.D.C. *Compl. filed* June 10, 1996). Since September 30, 2009, there have been approximately 696 Stigler Act approvals of oil & gas leases in eastern Oklahoma. Those approvals involved an estimated 3,076 Non-Leasing Owners, including Plaintiff Kaylee Tyson and her late father, Christopher Tyson, who did not sign a lease and did not receive any payments when the lease was approved.

## COUNT II

## BREACH OF TRUST – FAILURE TO PROPERLY MANAGE OIL AND GAS PAYMENTS FROM RESTRICTED ALLOTMENTS

35. Plaintiffs reallege and incorporate by reference all the allegations contained in the preceding paragraphs as if written in full in this Count II.

36. The Federal Oil and Gas Royalty Management Act of 1982, 30 U.S.C. §§ 1701-1759 ("FOGRMA") provides that: "the Secretary should aggressively carry out his trust responsibility in the administration of Indian oil and gas." *Id.* at § 1701(a)(4). "[I]t is essential that the Secretary initiate procedures to improve methods of accounting for such royalties and payments and to provide for routine inspection of activities related to the production of oil and gas on such lease sites." *Id.* at § 1701(a)(3).

37. Accordingly, Congress directed: "The Secretary shall establish a comprehensive inspection, collection and fiscal and production accounting and auditing system to provide the capability to accurately determine oil and gas royalties, interest, fines, penalties, fees, deposits, and other payments owed, and to collect and account for such amounts in a timely manner." *Id.* at § 1711.

38. The statute goes on to require: "Deposits of any royalty funds derived from the production of oil or gas from, or allocated to, Indian lands shall be made by the Secretary to the appropriate Indian account at the earliest practicable date after such funds are received by the Secretary but in no case later than the last business day of the month in which such funds are received." *Id.* at § 1714.

39. With regard to reporting, FOGRMA provides: "When any payment (including amounts due from receipt of any royalty, bonus, interest charge, fine, or rental) is made by the United States to a State with respect to any oil or gas lease on Federal lands or is deposited in the appropriate Indian account on behalf of an Indian tribe or Indian allottee with respect to any oil and gas lease on Indian lands, there shall be provided, together with such payment, a description of the type of payment being made, the period covered by such payment, the source of such payment, production amounts, the royalty rate, unit value and such other information as may be agreed upon by the Secretary and the recipient State, Indian tribe, or Indian allottee." *Id.* at § 1715.

40. Under the statute, "Indian lands" includes "any lands or interest in lands of an Indian tribe or an Indian allottee held in trust by the United States or which is subject to Federal restriction against alienation . . . ." *Id.* at § 1702(3). "Indian allottee" means "any Indian for whom land or an interest in land is held in trust by the United States or who holds title subject to Federal restriction against alienation." *Id.* at §1702(2).

41. In a separate statute, Congress provided: "All funds held in trust by the United States and carried in principal accounts on the books of the United States Treasury to the credit of individual Indians shall be invested by the Secretary of the Treasury, at the request of the Secretary of the Interior, in public debt securities with maturities suitable to the needs of the fund involved, as determined by the Secretary of the Interior, and bearing interest at rates

determined by the Secretary of the Treasury, taking into consideration current market yields on outstanding marketable obligations of the United States of comparable securities." 25 U.S.C. § 161a.

42. "The Secretary shall account for the daily and annual balance of all funds held in trust by the United States for the benefit of an Indian tribe or an individual Indian which are deposited or invested pursuant to section 162a of this title." 25 U.S.C. § 4011(a).

43. Under these statutes, royalty, rent and bonus payments associated with oil & gas leases on Indian lands across the country are to be directed to the Minerals Management Service ("MMS") at the Department of the Interior, *see id.* at § 1711(a); 1714, and for individual Indians, the payments are to be deposited in IIM accounts managed by the Bureau of Trust Fund Management at the Department of the Interior. For members of the Five Tribes, however, Defendant has breached its trust duty to ensure that oil & gas operators leasing the subject allotments send all associated payments to the MMS to be deposited into IIM accounts. For Direct Payment Owners Hazel James, Peggy Immohotichey, Jana Boykin, Judith Davidson, and for all other leasing owners of the Five Tribes who do not affirmatively direct their payments to an IIM account, Defendant has utterly failed to follow its statutory trust obligations. Instead, the United States allows those payments to be made directly to the Indian landowners, creating a system that is difficult to monitor, susceptible to abuse by the oil & gas companies, and that does nothing to encourage maximum investment return.

44. Plaintiffs are advancing claims for leases approved only after settlement of the *Cobell* litigation on September 30, 2009, *see Cobell v. Salazar,* No. 1:96-CV-01285 (D.D.C. *Compl. filed* June 10, 1996). Since September 30, 2009, there have been approximately 696 Stigler Act approvals of oil & gas leases in eastern Oklahoma. Those approvals involved an estimated 7,075 Direct Payment Owners, including Representative Plaintiffs Hazel James, Peggy Immohotichey, Jana Boykin, and Judith Davidson.

**RELIEF REQUESTED**

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

a. A determination and declaration that the Defendant is liable to Plaintiffs in damages for the injuries and losses caused through violations of the Defendant's trust responsibilities to the Plaintiffs;

b. An order requiring Defendant to assist the Court in determining damages by producing an accounting of the monies derived from oil & gas activity on the subject allotments since September 30, 2009, the effective date of the *Cobell* settlement. *See Cobell v. Salazar,* No. 1:96-CV-01285 (D.D.C. *Compl. filed* June 10, 1996; *Settlement Agreement* Sept. 30, 2009).

c. A determination of the amount of damages due to the Plaintiffs; and an Order directing Defendant to pay such damages, plus interest;

d. Reasonable attorneys' fees and costs incurred in this litigation; and

e. Such further relief as this Court may deem just and proper.

Respectfully submitted,

Date: April 27, 2026

*/s/ Jeffrey C. Nelson*

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