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12 **UNITED STATES DISTRICT COURT**
13 **EASTERN DISTRICT OF WASHINGTON**

14 PAUL GRONDAL, a Washington
15 resident and THE MILL BAY
16 MEMBERS ASSOCIATION, INC.,
17 a Washington Non-Profit
18 Corporation,

Plaintiffs,

v.

19 UNITED STATES OF AMERICA;
20 UNITED STATES DEPARTMENT
21 OF THE INTERIOR; THE
22 BUREAU OF INDIAN AFFAIRS,
23 and FRANCIS ABRAHAM,
24 CATHERINE GARRISON,
25 MAUREEN MARCELLAY, MIKE
PALMER, JAMES ABRAHAM,
NAOMI DICK, ANNIE WAPATO,
ENID MARCHAND, GARY
REYES, PAUL WAPATO, JR.,
LYNN BENSON, DARLENE
HYLAND, RANDY MARCELLAY,
FRANCIS REYES, LYDIA W.

CASE NO. CV-09-0018-RMP

**AMENDED AND RESTATED
STATEMENT OF UNDISPUTED
FACTS**

LR 56(c)(1)(A)

1 ARMEECHER, MARY JO)
 2 GARRISON, MARLENE)
 3 MARCELLAY, LUCINDA)
 4 O'DELL, MOSE SAM, SHERMAN)
 5 T. WAPATO, SANDRA)
 6 COVINGTON, GABRIEL)
 7 MARCELLAY, LINDA MILLS,)
 8 LINDA SAINT, JEFF M. CONDON,)
 9 DENA JACKSON, MIKE)
 10 MARCELLAY, VIVIAN PIERRE,)
 11 SOMA VANWOERKON,)
 WAPATO HERITAGE, LLC,)
 LEONARD WAPATO, JR,)
 DERRICK D. ZUNIE, II,)
 DEBORAH L. BACKWELL, JUDY)
 ZUNIE, JAQUELINE WHITE)
 PLUME, DENISE N. ZUNIE and)
 CONFEDERATED TRIBES OF)
 THE COLVILLE RESERVATION,)
 Allottees of MA-8 (known as Moses)
 Allotment 8),)
 Defendants.)

I. INTRODUCTION

12 The Motions currently before the court are identified in an Order, ECF No. 329 at
 13 23, as: “Federal Defendants’ . . . Renewed (partial) Motion for Summary Judgment (ECF
 14 No. 231) regarding their common law ejectment claim,” and the Confederated Tribes’
 15 “Motion to Dismiss the Cross-claims of Wapato Heritage.”
 16
 17

18 The Court recognized that central issues to be resolved on the ejectment motion
 19 include:

20 whether the trust period has expired and/or whether the Act of June 15,
 21 1935 applies to MA-8; 2) whether MA-8 remains land held in trust by
 22 the United States; 3) if the trust period is expired, whether this court
 23 would have authority to direct the issuance of fee patents.

24 ECF No. 329 at 24:7–9. The court also, in ruling on Plaintiff’s Third and Fifth Motions
 25 for Summary Judgment, “left open the Plaintiffs’ contentions that the Defendants should

1 be equitably estopped from denying Plaintiffs the right to use the Mill Bay Resort until
2 2034.” ECF No. 329 at 21:22–23 (citing ECF No. 144 at 38).

3 It is also affirmatively asserted by Wapato Heritage, as noted by the Court, that
4 while the Master Lease was not properly renewed, as held in prior litigation, that the
5 Master Lease was nevertheless, not terminated. ECF No. 329, p. 21-22.

6 Because these are affirmative claims made and/or joined in by both the Plaintiff
7 and Wapato Heritage, and because summary judgment, or summary determination of
8 issues, may be decided in favor of the non-moving party, it is respectfully submitted that
9 this Amended and Restated Statement Undisputed Facts is appropriately filed at this time.
10 Several statements of undisputed fact have been filed—*e.g.*, ECF No. 73, 88, 110, 294,
11 and 307—and objections thereto have been filed—ECF No. 294 and 307—and many
12 facts have been established in supplemental briefing for which no statement of undisputed
13 facts has been filed. Additionally, certain portions of prior statements of undisputed fact
14 were submitted in regard to motions that have been ruled upon.

15 Accordingly, this Amended and Restated Statement of Undisputed Facts is
16 submitted by both Wapato Heritage and Plaintiff in respect of their affirmative claims
17 and defenses to the pending motions. A separate statement of Disputed Facts will be filed
18 pursuant to LR 56(c)(1)(B).

1 **II. STATEMENT OF MATERIAL UNDISPUTED FACTS**

2 **A. Creation of the Moses Allotments.**

3 **1.** On April 19, 1879, United States President R.B. Hayes signed an Executive Order
4 establishing a reservation for Chief Moses (of the Moses Band of Indians), later named
5 the Columbia Reservation, in what later became the State of Washington. ECF No. 293
6 Ex. A; ECF No. 329 at 3:12–15.

7
8 **2.** The Columbia Reservation was directly to the west of the Colville Reservation,
9 but separate from it. *U.S. v. State of Or.*, 787 F. Supp. 1557 (D. Or. 1992); ECF No. 329
10 at 3:17–18.

11
12 **3.** In 1880, President Hayes signed another Executive Order increasing the size of the
13 Columbia Reservation to approximately 3 million acres. On February 23, 1883, President
14 Chester Arthur removed 15 miles of that reservation as a result of non-Indian settlement
15 demands, shrinking it to approximately 2,243,000 acres. ECF No. 329, at 3:23–26.

16
17
18 **4.** On July 7, 1883, four Indian chiefs, namely Moses and Sar-sarp-kin of the
19 Columbia Reservation, and Tonasket and Lot of the Colville Reservation, reached an
20 agreement with the Secretary of the Interior, commonly called the Moses Agreement.
21 The Moses Agreement provided that the head of each Indian family living on the
22 Columbia Reservation could elect to receive tracts of land (640 acres, or one square mile)
23 from the then Columbia Reservation, or elect to relocate to the Colville Reservation. The
24
25

1 remainder of the Columbia Reservation would be restored to the public domain and
2 subject to entry by non-Indians under the homestead laws. ECF No. 175, Ex. 1; ECF No.
3 329 at 4:1–8.
4

5 **5.** Congress ratified the Moses Agreement by the Act of July 4, 1884 (23 Stat.79, c.
6 180). The Act of July 4, 1884 provided:

7
8 That Sarsopkin and the Indians now residing on said Columbia
9 reservation shall elect within one year from the passage of this act
10 whether they will remain upon said reservation on the terms therein
11 stipulated or remove to the Colville reservation: And provided further,
12 that in case said Indians so elect to remain on said Columbia reservation
13 the Secretary of the Interior shall cause the quantity of land therein
14 stipulated to be allowed them to be selected in as compact form as
15 possible, the same when so selected to be held for the exclusive use and
16 occupation of said Indians, and the remainder of said reservation to be
17 thereupon restored to the public domain, and shall be disposed of to
18 actual settlers under the homestead laws...

19 ECF No. 234, Ex. 2; ECF No. 329 at 4:9–21.

20 **6.** The Act of July 4, 1884, confirming the Moses Agreement, contained no express
21 provision for the issuance of trust or fee patents for the Indian selected tracts. *Id.*; and
22 *see In Re Long Jim*, 32 Pub. Lands Dec. 568, 569. (D.O.I.), 1904 WL 962.

23 **7.** On May 1, 1886, President Grover Cleveland issued an Executive Order formally
24 dissolving and opening the Columbia Reservation to settlement and homesteading by
25 non-Indians, subject to the terms of the Moses Agreement and 1884 Act. *U.S. v. State of*
Or., 29 F.3d 481 (9th Cir. 1994); *Starr v. Long Jim*, 227 U.S. 613, 619 (1913); ECF No.

1 293, Attachment A; ECF No. 329 at 4:22–25.

2 **8.** The 1886 Executive Order set apart a number of allotment lands "for the exclusive
3 use and occupation of said Indians," including Allotment No. 8 in favor of Wapato John
4 and included this survey description of its location:
5

6 From stone monument on shore of Lake Chelan, near houses of Wa-pa-
7 to John...run north...80.00 chains...thence run west 80.00 chains, cross
8 trail, course northwest and southeast 80.00 chains...thence run south
9 35.60 chains, crossed fence, course east and west, 77.00 chains...[to the]
10 blazed cottonwood tree 12 inches in diameter ...on shore of Lake
11 Chelan..., which contains about 640 acres.

12 ECF No. 293, Att. A; ECF No. 329 at 5:1–8.

13 **9.** The Moses Allotments, including MA-8, are located outside of the boundaries of
14 the Colville Confederated Tribes' Reservation. (ECF No. 90, Ex. 96)

15 **10.** The Annual Report of the Commissioner of Indian Affairs from 1886 states: "the
16 surveys of the Columbia Reservation were completed...and the reserve restored to the
17 public domain...after giving to Sar-Sarp-kin and others...thirty-seven allotments." ECF
18 No. 329 at 5:9–11.

19 **11.** The Moses Allotments were not created under the auspices of the General
20 Allotment Act, the Dawes Act, of 1887. ECF No. 329 at 8:11–12.

21 **12.** In addition to the 37 allotments identified in the 1886 Annual Report, several
22 additional allotments were granted under the Moses Agreement as a result of litigation,
23
24
25

1 *Long Jim v. Robinson et al and Cultus Jim et al v. Chappelle et al.* 16 Pub. Lands Dec.
2 15 (D.O.I.), 1893 WL 467; *Starr v. Long Jim*, 227 U.S. 613, 619–20 (1913). Chief Long
3 Jim was granted Moses Allotment 40.
4

5 **13.** The first Long Jim case establishes that the Department of Interior understood the
6 Indians living on the former Columbia Reservation to be “non-reservation Indians.”
7 *Long Jim v. Robinson*, 16 Pub. Lands Dec. 15 at 18 (D.O.I.), 1893 WL 467.
8

9 **14.** Because, among other things, the Act of July 4, 1884 confirming the Moses
10 Agreement did not provide for issuance of patents (*see* ¶ 6 above), Congress enacted
11 legislation on March 3, 1905 (33 Stat. 1064, c. 1479) authorizing the issuance of fee
12 patents, which would ultimately pass the full and unrestricted fee title for trust patents or
13 allotment certificates issued to Indian allottees. ECF No. 329 at 6: 1–5.
14

15 **15.** That 1905 legislation (33 Stat. 1064, c. 1479) was the immediate result of a second
16 case in the Department of Interior involving Long Jim. *In Re Long Jim*, 32 Pub. Lands
17 Dec. 568, 569. (D.O.I.), 1904 WL 962. That DOI case held that Long Jim was not entitled
18 to a Patent in 1904, because the Moses Agreement and the legislation confirming it (23
19 Stat.79, c. 180) had no provision for the issuance of a patent. *Id.*, and *see Starr v. Long*
20 *Jim*, 227 U.S. 613, 620–21 (1913).
21
22

23 **16.** Following the March 3, 1905 legislation (33 Stat. 1064, c. 1479), Chief Long Jim
24 of the Chelan Indians was issued a fee patent for his allotted land (Moses Allotment 40)
25

1 pursuant to the Moses Agreement on August 2, 1905. ECF No. 329 at 6: 1–5.

2 **17.** An Act of March 8, 1906 (34 Stat. 55, c. 629) next expressly provided for the
3 issuance of trust patents, not fee patents, for the remaining allottees, declaring the land
4 allotted to Indians under the Moses Agreement be held in trust:
5

6 for the period of ten years from the date of the approval of this Act...and
7 that at the expiration of said period the United States will convey the
8 same by patent to the said Indian, or his heirs as aforesaid, in fee,
discharged of said trust and free of all charge or incumbrance whatsoever.

9 ECF No. 234, Ex. 2; and see *Starr v. Long Jim*, 227 U.S. 613, 621–22 (1913); ECF No.
10 329 at 6:6–11.

11
12 **18.** The Supreme Court characterized the Moses Allotments as allotments made in
13 “severalty.” *Starr v. Long Jim*, 227 U.S. at 616, 620 (1913).

14
15 **19.** The Act of March 8, 1906 (34 Stat. 55, c. 629) also permitted the Moses
16 Agreement allottees to sell their allotted lands during the trust period, but with the
17 restriction that the allottee could “sell and convey all lands covered thereby, except eighty
18 acres.” The ability to convey allotted lands during the trust period was a distinguishing
19 feature of the Moses Agreement allotments as compared to other Indian allotments made
20 pursuant to the General Allotment Act, which did not permit such conveyance. ECF No.
21 234, Ex. 2; and see *Starr v. Long Jim*, 227 U.S. at 621–22 (1913); ECF No. 329 at 6:12–
22 17.
23
24
25

1 **20.** Two trust patents were issued to Wapato John for MA-8. ECF No. 175, Ex. E at
2 24–28; ECF No. 234, Att B, Ex. 4 at 71–75. The first, Trust Patent No. 151-1599,
3 handwritten, dated April 9, 1907, was for 548 acres. ECF No. 90 at 178, Ex. 12 at 175.
4 The second, No. 151-1555, dated December 28, 1908, was for 57.85 acres. *Id.*; ECF No.
5 329 at 6:18 – 7:10.
6

7 **21.** Both Patents issued to Wapato John provide that at the “expiration” of the trust
8 period: “the United States will convey the same by patent to said Indian, or his heirs as
9 aforesaid, in fee, discharged of said trust and free of all charges or encumbrance
10 whatsoever.” ECF No. 175, Ex. E at 24–28; ECF No. 234, Att B, Ex. 4 at 71–75; ECF
11 No. 90, Ex. 12 at 178; ECF No. 329 at 7:7–8.
12

13 **22.** By Act of June 21, 1906, 34 Stat. 325, 25 U.S.C. § 391, the President’s delegated
14 authority to extend the period of “*restrictions on alienation*” (not of the trust status) for
15 Indian land patents was expanded beyond General Allotment Act patents to cover patents
16 issued under “any law or treaty.” ECF No. 329 at 7:10-14 (emphasis added).
17

18 **23.** In 1911, Wapato John was fraudulently induced by the Wapato Irrigation
19 Company, aided and abetted by the Department of Interior to “sell” 441.45 acres of MA-
20 8 for \$50 per acre, as detailed in *Lord v. Wapato Irr.Co.*, 81 Wash. 561 (1914). ECF No.
21 329 at 7:14–26.
22

23 **24.** The fraudulent nature of the “sale” of the 441.45 acres of MA-8 to the Wapato
24
25

1 Irrigation Company was evidenced by, among other things, its nearly immediate sale to
2 the “Lake Chelan Land Company” for \$200/acre. *Id.*

3 **25.** The fraudulent nature of the “sale” of the 441.45 acres of MA-8 to the Wapato
4 Irrigation Company was further confirmed by the Regional Solicitor in 1967 when it was
5 admitted that the “sale” by Wapato John was “not a voluntary relinquishment of
6 ownership.” ECF No. 90, Ex. 13 at 3.
7

8 **26.** MA-8 has since that fraudulent “sale” consisted of 174.4 acres. ECF No. 329 at
9 7:26, Ex. 14.
10

11 **27.** Wapato John died in September, 1911 whereupon his ownership interest in MA-8
12 passed to his heirs, including Peter Wapato, one of Wapato John’s two sons. ECF No.
13 234, Att. B. Ex. 5; ECF No. 90-5, Ex. 14; Admitted in U.S. Answer, ECF No. 42 ¶ 36.
14

15 **28.** On December 23, 1914, President Woodrow Wilson issued an Executive Order
16 purporting to extend the 10-year period of trust on all allotments made to members of the
17 Chief Moses Band of Indians, “the title to which had not passed from the United States,”
18 for an additional 10 years. If this Executive Order applied to MA-8, it would extend the
19 trust period of MA-8 to March 8, 1926. ECF No. 234, Ex. 5.
20

21 **29.** On February 10, 1926, President Calvin Coolidge issued Executive Order 4382,
22 purporting to provide that the ten year period of trust on all allotments made to members
23 of the Chief Moses Band of Indians under the Moses Agreement was "extended for a
24
25

1 further period of ten years, from March 8, 1926, with the exception of allotment No. 5.”
2 If the trust period was still in effect as to MA-8 on February 10, 1926, this Executive
3 Order extended the trust period to March 8, 1936. ECF No. 234, Ex. 7. No President of
4 the United States ever issued an Executive Order pertaining to MA-8 prior to the March
5 8, 1936 expiration date set by Executive Order 4382 (March 8, 1936). ECF No. 307, Ex.
6 D [25 CFR Appendix-Extension of the Trust or Restricted Status of Certain Indian Lands
7 (1949)]; ECF No. 329 at 13:17–21.
8
9

10 **30.** The Annual Reports of the Commissioner of Indian Affairs commencing at least
11 in 1907 and extending through at least 1926 (after issuance of Executive Order 4382)
12 categorized and counted the Moses Allotments as “Columbia” reservation, “allotted,”
13 “reservation lands.” The Moses Allotments were distinctly listed separate from the
14 allotted lands on the Colville Reservation and Indian land in the “public domain.” ECF
15 No. 329; ECF No. 234 Ex. 8 (ECF No. 234-9) at 7.
16
17

18 **31.** In 1924, Congress passed an Act specific to the Moses Allotments, which
19 permitted sale of a Moses Allotment, *in its entirety*, with Secretary approval. The Act
20 of May 20, 1924 (43 Stat. 133) provided the following:
21

22 Be it enacted by the Senate and House of Representatives of the United
23 States of America in Congress assembled, That any allottee to whom a
24 trust patent has heretofore been or shall hereafter be issued by virtue of
25 the agreement concluded on July 7, 1883, with Chief Moses and other
Indians of the Columbia and Colville Reservations, ratified by Congress

1 in the Act of July 4, 1884...may sell and convey any or all the land
2 covered by such patents, or if the allottee is deceased the heirs may sell
3 or convey the land, in accordance with the provisions of the Act of
Congress of June 25, 1910.

4 ECF No. 280, Ex. A; ECF No. 175, Ex. G. (emphasis added); ECF No. 329 at 10:11–
5 20.

6
7 **32.** A letter from the Secretary of Interior dated December 5, 1923 explaining the need
8 for passage of this legislation stated: "Section 2 of the act of March 8, 1906...which
9 authorizes the issuing of trust patents, contains a provision withholding from sale or
10 conveyance at least 80 acres of each allotment. It is reported that most of the allottees
11 are now deceased that their heirs are widely scattered, and legislation is desired that will
12 authorize the sale of the whole or any portion of the allotments under the existing laws
13 and regulations governing the sale of Indian trust lands." ECF No. 280, Ex. E; ECF No.
14 329 at 11:1–3.

15
16
17 **33.** The Indian Reorganization Act was passed in 1934 and amended by an Act of
18 June 15, 1935. ECF No. 329 at 12–13.

19
20 **B. MA-8 Ownership.**

21 **34.** Wapato Heritage was created by William Wapato Evans, who, at the time of his
22 death on September 11, 2003, was, of his generation, the sole surviving heir of Peter
23 Wapato. ECF No. 90-5, Ex. 14 at 54 of 59; *and see id.* at 44, 49. Wapato Heritage is
24
25

1 owned by heirs of William Wapato Evans.

2 **35.** At the time of the commencement of this lawsuit in 2009, the undivided interests
3 in MA-8 were held by Wapato Heritage, the Confederated Tribes of the Colville
4 Reservation, the named defendants, and six holders of fee patents (or their heirs) who
5 were “Canadian Nationals.” ECF No. 90, Exs. 14, 20, 103; ECF No. 144a at 4 n. 2.
6 Copies of four (4) of the Fee Patents, issued in December 1984, and recorded in Chelan
7 County in 1985 are at ECF No. 224, Ex. B.
8

9
10 **36.** At the time of commencement of this case, except for the Colville Confederated
11 Tribes and Wapato Heritage, LLC, all entities that hold an ownership interest in MA-8
12 are individuals who are either descendants of Wapato John or successors in interest
13 through probate or purchase. ECF No. 90, Exs. 14, 103; Admitted in U.S. Answer, ECF
14 No. 42, ¶¶ 18, 35.
15

16
17 **37.** As of February 14, 2007, 37 members of the Colville Tribes held undivided
18 ownership interests in MA-8. (Admitted in U.S. Answer, ECF No. 42 ¶ 39)
19

20 **38.** As of February 14, 2007, an unknown number of other individuals held undivided
21 ownership interests in MA-8, as established by six fee patents issued to “Canadian
22 Nationals.” ECF No. 90, Exs. 14, 20, 103; ECF No. 144 at 4 n.2; ECF No. 227 n. 3;
23 ECF No. 224, Ex. B; Admitted in US Answer, ECF No. 42 ¶ 18. Those individuals or
24 their heirs are not parties to this litigation. No evidence has been introduced that such
25

1 persons have ever received compensation for their ownership interests, or been
2 consulted by the US parties, ever, in any respect after issuance of the fee patents.
3 According to ECF No. 90, Ex. 103, these fee interests amount to approximately 4% of
4 the allotment interests in MA-8.
5

6 **39.** Prior to the commencement of this case, the Colville Confederated Tribes
7 acquired an undivided interest in MA-8 by purchasing the “ownership” interests of
8 certain heirs of Wapato John. ECF No. 90, Exs. 103, 104.
9

10 **40.** Since the commencement of this case, the Colville Confederated Tribes purport
11 to have purchased the interests of some individual allottees. ECF No. 347. No evidence
12 has been provided to establish these purchases, if they were of trust property, were not
13 void *ab initio*, for failure to fully comply with applicable regulations. *See* ECF No. 404.
14

15 **41.** The Confederated Colville Tribes did not hold an ownership interest in MA-8 as
16 of 1991. ECF No. 224, Ex.1; ECF No. 223 at 3:10–20.
17

18 **42.** The Confederated Colville Tribes have attempted to purchase allotment interests
19 in MA-8 following the commencement of this action. The validity of those purchases
20 presents an issue of fact. *See* ECF No. 404 at 10:10 – 13:2.
21

22 **43.** The claimed Remainder Interest of the Colville Confederated Tribes in the
23 interest of Wapato Heritage in MA-8 is in material dispute. Under the Will of William
24 Wapato Evans, only a 1/8 residual interest was bequeathed to the Confederated Colville
25

1 Tribes, not 100%. ECF No. 398-3, article 5.1.1. The Settlement Agreement of 2005,
2 provides in Article 11 it may be amended by agreement of all the parties. ECF No. 90-
3 13, page 60 of 67. The Confederated Colville Tribes are not a party to that Agreement.
4
5 *Id.* at 29 of 67. That Settlement Agreement relied upon by the Tribe has been amended
6 in accordance with its terms to return generally to the dispositive scheme under the
7 approved Will of Bill Evans, i.e. 1/8 to the Tribe.
8

9 **C. The Master Lease.**

10 **44.** Despite the strategic and desirable location of MA-8, and the development of
11 adjoining properties (formerly part of MA-8) there is no evidence that BIA took any
12 action whatsoever to develop or produce income from MA-8 for the allottee owners
13 before the application of William Evans, Jr. (“Evans”) for a Master Lease in 1982. *See*
14 ECF No. 144 at 4:22.
15

16 **45.** Prior to the signing of the Master Lease, MA-8 was primarily unoccupied. *Id.*;
17 Admitted in U.S. Answer, ECF No. 42 ¶ 7.
18

19 **46.** In the early 1980s Evans, who owned a beneficial interest in MA-8, sought to
20 lease MA-8 for economic development purposes, specifically a camping resort. ECF
21 No. 90, Exs. 15, 20, 25; Admitted in U.S. Answer, ECF No. 42 ¶ 2.
22

23 **47.** Other individual Indians who also owned beneficial interests in MA-8 and in
24 total constituted a majority of the ownership interests, agreed to lease their interests in
25

1 MA-8 to Evans. ECF No. 90, Exs. 16, 18, 19; Admitted in U.S. Answer, ECF No. 42 ¶

2 2.

3 **48.** In 1984, Evans possessed a 5.4% undivided ownership interest in MA-8.
4 Admitted in U.S. Answer, ECF No. 42 ¶ 42.

6 **49.** In approximately 1984, Evans and over 40 other individuals held undivided
7 ownership interests in MA-8, some in trust status and some in fee status. ECF No. 90,
8 Ex. 14; Admitted in U.S. Answer, ECF No. 42, ¶ 43.

10 **50.** In 1981, Evans communicated with his co-owners about his interest in leasing
11 MA-8 for a Recreational Vehicle Park. ECF No. 90, Ex. 15, 16; Admitted in U.S.
12 Answer, ECF No. 42 ¶ 44.

14 **51.** Evans asserted that a majority of his co-owners expressed an interest in leasing
15 out MA-8 and thereafter, Evans submitted a proposed lease for the consideration of his
16 co-owners and the BIA. ECF No. 90, Ex. 15, 16, 19; Admitted in U.S. Answer, ECF
17 No. 42 ¶ 45).

19 **52.** Evans sent a letter dated January 19, 1982 to the BIA's Colville Agency making
20 a formal request to lease MA-8. ECF No. 90, Ex. 15; Admitted in U.S. Answer, ECF
21 No. 42 ¶ 47).

22 **53.** The Indian beneficial owners of MA-8 were provided with an Acceptance of
23 Lessor form dated July 14, 1982. Many of the beneficial owners executed the form.
24 ECF No. 90 Ex. 17; Admitted in U.S. Answer, ECF No. 42 ¶ 48.
25

1 **54.** This consent form included a provision that the Landowner agrees that “if a
2 satisfactory lease is not agreed upon within 90 days from July 20, 1982, Superintendent
3 may, if necessary, exercise his authority to lease the land pursuant to the Act of July 8,
4 1940 (54 Stat. 745; 25 USC 380) Dept. of the Interior, Bureau of Indian Affairs.” ECF
5 No. 90, Ex. 17.

6 **55.** The regulations in effect in 1982 and 1984 authorized the Secretary in certain
7 circumstances to grant leases of individually owned land on behalf of certain owners.
8 25 CFR § 162.2(a) (1982 & 1984), Admitted in U.S. Answer, ECF No. 42 ¶ 50.

9 **56.** As stated on the 1982 consent forms, at the time George Davis signed the lease,
10 25 CFR § 162.2(a) provided:
11

12 The Secretary may grant leases on individually owned land on behalf
13 of...(4) the heirs or devisees to individually owned land who have not
14 been able to agree upon a lease during the three-month period
15 immediately following the date on which a lease may be entered into;
16 provided, that the land is not in use by any of the heirs or devisees; and
17 (5) Indians who have given the Secretary written authority to execute
18 leases on their behalf.

(26 FR 10966, Nov. 23, 1961. Redesignated at 47 FR 13327, Mar. 30, 1982.).

19 **57.** During the Master Lease negotiations, the Mill Bay Recreational Vehicle Resort
20 was intended to provide needed income to the Landowners as well as “make possible
21 improvements needed to preserve” the land “including bank stabilization and surface
22 water control.” ECF No. 90, Ex. 18.

23 **58.** During the Master Lease negotiations, alternative uses of the land were
24 considered, but none proved to be as economically feasible as the Recreational Vehicle
25

1 Resort concept. ECF No. 90, Ex. 18.

2 **59.** In a letter dated April 29, 1983, the Office of the Area Director of the Department
3 of the Interior informed the Superintendent of the Colville Agency that the allottees
4 proposed to lease MA-8 to William W. Evans “for the purpose of development of a
5 commercial recreational facility to be called “Mill Bay Recreational Vehicle Resort.”
6 The letter further stated that the Superintendent was authorized to act as signatory for
7 the Secretary of the Interior on this lease. ECF No. 90, Ex. 19.

8 **60.** The BIA considered the lease proposal and projected income for the heirs based
9 upon sales projections by a Washington State realtor and surveys of other RV parks
10 within the State of Washington. ECF No. 90, Ex. 20.

11 **61.** In a letter dated July 6, 1983, George Davis stated that the Area Office’s
12 delegation of authority for the Master Lease made the Realty staff uncomfortable
13 because they were no longer “third parties” to the negotiation and were now “the
14 accountable delegation authority.” ECF No. 90 Ex. 24, Page 5.

15 **62.** On February 2, 1984, Evans entered into Business Lease 82-21 (the “Master
16 Lease”) to lease MA-8 as “Lessee.” ECF No. 90, Ex. 1; Admitted in U.S. Answer, ECF
17 No. 42 ¶ 52.

18 **63.** The Master Lease was entered into “by and between the Lessors, whose names
19 and addressees (sic), and/or guardians of the Lessors, are listed in Exhibit ‘A’ attached
20 hereto and by this reference incorporated herein, hereinafter collectively referred to as
21 ‘Lessor’.” ECF No. 90, Ex. 1, 1st Sentence.

22 **64.** Exhibit “A” was not attached to the Master Lease at the time it was signed by
23
24
25

1 Evans and Davis. ECF No. 90, Ex. 1.

2 **65.** At the time of its execution, the Master Lease provided: “It is anticipated that
3 portions of the leased property shall be allocated to recreational vehicles on a ‘right to
4 use’ basis,” a basis that would require compliance with the Washington State
5 Campgrounds Act, RCW 19.105, *et seq.* ECF No. 90, Ex. 1 ¶ 4(b).

6 **D. Mill Bay Members Association, Inc.**

7
8 **66.** Plaintiff Mill Bay Members Association, Inc. (the “Association”) is a Washington
9 Non-Profit Corporation. ECF No. 89 ¶ 22; ECF No. 90, Ex.102.

10 **67.** Following execution of the Master Lease, Evans began, and continued, selling
11 Mill Bay Recreational Vehicle Resort memberships. ECF No. 89 ¶ 3; Ex. 65 at 5.

12 **68.** On June 12, 1984, attorney David Rockwell forwarded registration materials and
13 a Public Offering Statement regarding the Mill Bay Resort camping club to the
14 Washington State Department of Licensing in compliance with the Camping Resorts
15 Act. ECF No. 90, Ex. 65 at 6.

16
17 **69.** That Public Offering Statement references 330 membership contracts at a price
18 of \$5,995 each and 40 expanded membership contracts at a price of \$25,000 each. ECF
19 No. 90, Ex. 65 at 6.

20 **70.** The Public Offering Statement provided in part the following general information
21 regarding the ownership of the land:

22 Mill Bay has one site which is situated approximately one mile southeast
23 of Manson, Washington, and abuts upon Lake Chelan with
24 approximately 2,500 feet of waterfront available to club members. It is
25 designed to accommodate trailers, motor homes, campers and similar
recreational vehicles for period of up to fourteen consecutive days. The

1 site is located upon Indian land controlled and supervised by the Bureau
2 of Indian Affairs, a part of the United States Department of the Interior.
3 It was formerly occupied by the Chelan Indians, and was part of the
4 Columbia or Chief Moses Reservation formed in 1979 (sic) and 1880.
5 The reservation disbanded three years later and reservation members
were allowed to reserve a section of the land for their own use, and the
Mill Bay area was allotted to Wapato John.

6 ECF No. 90, Ex. 65 at 7.

7 **71.** Two types of Mill Bay Resort membership sales agreements were sold to
8 purchasers, the Membership Sale Agreement (Camp Club Membership) and the
9 Expanded Membership Sale Agreement. ECF No. 90, Ex. 65 at 7.
10

11 **72.** In 1989, Evans sought to modify the Master Lease and RV park concept. In a
12 letter dated April 24, 1989, George Davis informed Ricky Joseph, then employee at the
13 Colville Agency, to prepare a letter to Evans requesting Evans submit a request to
14 change the development for construction of the golf course as well as allowing new
15 “permanent sites vs. the lease share.” ECF No. 90, Exs. 28, 29.
16
17

18 **73.** Evans submitted these modifications, including the “Expanded Membership
19 Agreement,” for approval by the BIA. ECF No. 90, Exs. 33, 30.
20

21 **74.** On July 6, 1989, George Davis wrote a note to Sharon Redthunder informing her
22 that he was approving the modification and expanded membership concept and to send
23 a letter to Evans stating the same. ECF No. 90, Ex. 31.
24

25 **75.** On July 7, 1989, Sharon Redthunder, then Real Property Officer at the Colville

1 Agency, sent Evans' attorney, Jack Doty, a letter stating that the Superintendent
2 reviewed the modification in accordance with the "Expanded Membership Sale
3 Agreement" and granted permission to incorporate it into the Lease. George Davis was
4 copied on this letter. ECF No. 90, Ex. 4.
5

6 **76.** The Expanded Membership Sale Agreement contained language similar to the
7 regular Membership Sale Agreement except that in Paragraph 4, the privileges of
8 membership were delineated as follows:
9

10 In consideration for paying dues, Purchaser shall be entitled to use
11 facilities maintained for the benefit of Mill Bay members, wheresoever
12 located, in accordance with rules and regulations promulgated by Seller;
13 provided that this membership is an expanded membership entitling this
14 member to utilize space exclusively and in accordance with posted rules
15 for expanded members. This membership does not include the right to
16 utilize more than one space.

17 ECF No. No. 90, Ex. 30.

18 **77.** The Expanded Membership Agreement stated that the contract was to be
19 interpreted and enforced in accordance with the law of the State of Washington. ECF
20 No. 90, Ex. 30.

21 **78.** The Expanded Membership Agreement recognized it was a license and stated in
22 ¶ 6: "Memberships may not be rented or sub-licensed." It further stated in ¶ 13: "This
23 membership constitutes only a contractual license . . . "ECF No. 90, Ex. 30 ¶¶ 6, 13;
24 ECF No. 90, Ex. 65 at 8; ECF No. 90-9 at 39 of 55).
25

79. The Expanded Membership Agreement also provided that its duration was

1 coextensive with the fifty year term commencing February 2, 1984, of Seller's lease for
2 the Mill Bay property, which lease was entered into between the United States
3 Department of the Interior, Bureau of Indian Affairs, and William W. Evans, Jr., on
4 February 2, 1984, and subsequently assigned by William W. Evans, Jr., to Seller. ECF
5 No. 90, Ex. 30.

6 **80.** On July 30, 1990, the Master Lease was modified. The modification included an
7 attachment entitled, Master Plan History and Modification Requests. ECF No. 90, Ex.
8 33.

9
10 **81.** This attachment was signed by the President of Chief Evans, Inc. and approved
11 by the Superintendent of the Colville Agency and states in part:

12 The original design for seven hundred fifty (750) R.V. sites to be
13 constructed on the leased property designated as MA-8 at Manson,
14 Washington, was established in 1982. Actual construction on thirty-
15 three (33), an office building, a comfort station, gate house, boat dock
16 and swimming pool was completed in 1984. A sales program was
17 commenced in August 1984.

18 ECF No. 90, Ex. 33.

19 **82.** The BIA received a copy of the Expanded Membership Agreement prior to
20 George Davis approving the Master Lease modification, which included the expanded
21 membership concept. ECF No. 90, Exs. 30, 33.

22 **83.** Evans and his sales staff advertised these camping memberships to the public
23 providing verbal and written assurances that that the expanded membership was good
24 for 50 years until 2034 and had been approved by the BIA. ECF No. 89 ¶ 7.

25 **84.** One such document provided to potential buyers of the camping “memberships”

1 was a prospectus filed under oath with the State of Washington under the Washington
2 State Campground Act. This prospectus included recitals regarding the nature of the
3 membership and the fact that the membership agreements were coextensive with the
4 50-year lease term until 2034. ECF No. 89, Ex. A.

5 **85.** The “Expanded Memberships” were sold to many members for \$25,000.00 each
6 with the accurate representations that it had been approved by the BIA, that it was under
7 the protection of the Washington State Campground Act and that its duration was
8 through 2034. ECF No. 89 ¶¶ 7, 9; ECF No. 95.

9 **86.** In all, from 1984 to 1994, over 183 consumers purchased camp memberships
10 paying anywhere between \$5,995 to \$25,000 for the membership alone. ECF No. 89 ¶
11 9; ECF No. 95; ECF No. 93; ECF No. 92.

12 **87.** On resale, new members have paid up to three times that of the original price in
13 order to purchase a camping membership valid until 2034. ECF No. 89 ¶ 9.

14 **E. BIA Communications Related to the RV Park.**

15 **88.** In early 1985, Evans sent notice that he had exercised his option to renew and
16 that receipt of the letter by the Superintendent would be deemed acceptance of this
17 renewal. The Colville Agency marked this letter as received on March 18, 1985. ECF
18 No. 90, Ex. 27.

19 **89.** Thereafter, the BIA approved and signed documents which included the 2034
20 expiration date of the Master Lease. ECF No. 90, Exs. 4, 6, 8, 35, 69.

21 **90.** On July 14, 2004, Superintendent Nicholson signed a Lease Information
22 Affidavit which was submitted to the Washington State Department of Licensing and
23
24
25

1 Regulation. This affidavit stated that the MA-8 Lease expires February 2, 2034 and that
2 the landlord for this land was the “Bureau of Indian Affairs.” Superintendent Nicholson
3 signed this affidavit as “Signature of Landlord.” ECF No. 90, Ex. 69.

4 **91.** In several Landowner meetings during 2003 through 2007, the BIA was present
5 at meetings where the Landowners were informed the Master Lease extended until the
6 year 2034. ECF No. 90, Exs. 5, 7, 9.

7 **92.** Based upon the sign-in sheets of those meetings and the names on the letters sent
8 with the 2034 expiration date, Landowners constituting a majority interest in MA-8
9 received actual notice that the Master Lease expired in 2034. ECF No. 90, Exs. 7, 9.

10 **93.** The BIA’s records include a document index titled: “The Estate of William
11 Wapato Evans: Paul Grondal, et al. v. Jeffrey Webb, Personal Representative of the
12 Estate of William Wapato Evans,” which includes a listing of six public offering
13 statements for the Mill Bay Resort, the Expanded Membership Agreements and other
14 Mill Bay Resort sales literature. ECF No. 90, Ex. 60.

15 **94.** Prior to February 2, 2008, the BIA never provided Plaintiffs with notice that the
16 Master Lease would expire in 2009. ECF No. 90, Ex. 99.

17 **95.** On April 7, 2008, Ricky Joseph, BIA Real Property Officer, sent a memo to
18 Becky Rey, T & M Realty Specialist regarding an MA-8 Landowners meeting. In that,
19 he stated:
20
21

22 The only questioned [sic] posed that I end [sic] up answering was from
23 Paul Wapato who said when is the Bureau going to notify the RV people
24 their lease is going to end. I explained it is subject to the Master Lease
25 even though the agreements they made was between them and Mar Lu

1 (Wapato Heritage LLC) The bureau wouldn't notifying [sic] them, it
2 would be up to LLC.

3 ECF No. 90, Ex. 99.

4 **96.** Upon discovering the BIA's position regarding the Master Lease renewal, the
5 Association sent a letter to the Superintendent of the Colville Agency and the Regional
6 Solicitor's Officer for the Pacific Northwest Region of the DOI asserting that Paragraph
7 8 allows the Association, as subtenants, to use and occupy the land until 2034, in
8 accordance with the Membership Agreements and the Settlement Agreement. ECF
9 No. 90, Ex. 108.

10 **97.** The United States attorney at the Regional Solicitor's Portland Office and the
11 Superintendent of the Colville Agency responded to these letters asserting that the
12 BIA's position is that the Association's tenancy expires when the Master Lease
13 allegedly expired on February 2, 2009. ECF No. 90, Ex. 100.

14
15 **F. The State Court RV Park Litigation.**

16 **98.** In 2001, Mill Bay Members received a letter from Chief Evans, Inc. stating the
17 park was closing at the end of 2001 and all membership contracts would be cancelled
18 at that time. ECF No. 89 ¶ 10.

19 **99.** The Members sent a letter to William ("Gene") Nicholson, then Superintendent
20 of the BIA Colville Agency, expressing their concern regarding the actions of Chief
21 Evans, Inc. and the Members' belief that the BIA "specifically approved all plans for
22 the resort development and its subsequent ownership and operation under the laws of
23 the State of Washington" as well as the assertion that the BIA approved the plans that
24
25

1 called for membership contracts to last 50 years. This letter attached for the BIA's
2 reference a number of newspaper articles regarding the BIA's involvement in the Mill
3 Bay development and approval of the 50-year contracts. ECF No. 90, Ex. 39.

4 **100.** On May 16, 2002, Mr. Nicholson sent a letter to Paul Grondal stating that he had
5 received the letter and would forward it to the Office of the Solicitor for review. ECF
6 No. 90, Ex. 40.

7 **101.** On May 16, 2002, Mr. Nicholson forwarded the Members' letter to Colleen
8 Kelley, United States Department of the Interior, Office of the Solicitor, Pacific
9 Northwest Regional Office. Mr. Nicholson forwarded the relevant contracts and leases
10 regarding the issue and specifically requested Ms. Kelley "Please advise me if the
11 Membership Agreement does allow Mr. Evans to move the RV Park and does the
12 Washington State law (Washington State Camping Resort Regulations Act, R.C.W.
13 19.105) apply to the Business Lease." ECF No. 90, Ex. 40.

14 **102.** The BIA never provided a meaningful written response to the May 8, 2002 letter.
15 ECF No. 90, Ex. 40; ECF No. 89 ¶ 25.

16 **103.** The Washington State Department of Licensing provided the BIA with copies of
17 the Members complaints to the state. ECF No. 90, Exs. 37 & 38.

18 **104.** On October 21, 2002, the Realty Officer at the Colville Agency forwarded a
19 congressional inquiry from Senator Maria Cantwell to the Realty Officer at the
20 Northwest Regional Office which requested information regarding the situation
21 affecting one of her constituents, Ms. LaVonne Johnson, a Mill Bay Resort member.
22 ECF No. 90, Ex. 41.
23
24
25

1 **105.** On November 21, 2002 a lawsuit was filed in Chelan County Superior Court
2 naming Paul Grondal the plaintiff representing all Mill Bay Resort Members similarly
3 situated, against Chief Evans, Inc. William Evans, Jamie Jones, Kenneth and Leslie
4 Evans, and John Jones (the “Chief Evans Defendants”) seeking to enjoin them from
5 cancelling the memberships and closing the park. ECF No. 90, Ex. 65.

6 **106.** In a letter dated March 17, 2003, Mr. Nicholson informed Michael Arch, attorney
7 for the Chief Evans Defendants, that Ms. Kelley’s June 5, 2002 letter urges the BIA to
8 offer an official position as to the merits of a dispute between the Members and Evans.
9 The letter further states that “she suggested that this was not an issue the Bureau of
10 Indian Affairs could resolve” and “[a] court of competent jurisdiction should be fully
11 capable of resolving the issue.” ECF No. 90, Ex. 42 at 2–3 & Ex. 85.

12 **107.** On May 27, 2003, Mr. Arch sent another letter to Mr. Nicholson and Ms. Kelley
13 listing important contentions in the Members’ briefing. A handwritten note of that date,
14 with the initials GN asked Ricky Joseph, BIA Realty Officer, to assist Ms. Kelly in
15 answering two specific issues raised in this letter. The issues which Ms. Kelly
16 specifically wanted addressed were:
17
18

19 The Secretary of the Interior was aware of the particular use of this land
20 and anticipated membership agreements to be sold. In ratifying the
21 master lease and the sublease, the Secretary gave approval to said
22 agreements.

23 ***

24 In the case at bar, the Secretary approved the “modification” for
25 expanded Camp Club Memberships in July of 1990...The expanded
membership agreements (as well as the regular agreements) state: ‘This

1 contract shall be interpreted and enforced in accordance with the laws
2 of the State of Washington.’...By approving the modification, the
3 Secretary adopted the provisions of the expanded membership
4 agreement allowing state law to apply. Thus, the Secretary has
5 exercised the authority granted in 25 C.F.R. § 1.4(b).

6 ECF No. 90, Ex. 59.

7 **108.** On May 28, 2002, Ms. Kelly sent a letter to Betty Parisien at the Colville Agency
8 providing her with questions to answer the above issues. This letter includes
9 handwritten notes answering those questions, but it is unclear who authored those notes.
10 In this letter, Ms. Kelly asked: “Did BIA review, approve, or express any opinion about
11 any form of the membership contracts between Evans, his companies, and the camping
12 resort members?” to which the response is simply “No” without any explanation as to
13 why and failing to reference the 1989 modifications and approvals. ECF No. 90, Ex.
14 61.

15 **109.** On June 17, 2003, Ms. Kelly sent a letter to Mr. Arch regarding the BIA’s
16 position on the RV Park litigation and legal arguments made therein. Ms. Kelly
17 authorized Mr. Dodge to include this letter in a declaration to be submitted to Judge
18 John Bridges in Chelan County Superior Court in order to support the Chief Evans
19 Defendants legal position and to request that the court consider federal law in that
20 dispute. ECF No. 90, Ex. 64.

21 **110.** State court jurisdiction over the Mill Bay litigation was challenged. ECF No. 90,
22 Ex 43.

23 **111.** On June 26, 2003, Judge John Bridges in Chelan County Superior Court issued
24 an order finding that the State of Washington retained jurisdiction over the dispute of
25

1 the parties. ECF No. 90, Ex. 65.

2 **112.** During these proceedings, the Mill Bay Resort Members formed and
3 incorporated the Mill Bay Members Association, a Washington non-profit corporation.
4 ECF No. 90, Ex. 102; ECF No. 89 ¶ 22.

5 **113.** The Mill Bay Members Association has all rights granted by the Washington
6 Camping Resort Act, RCW ch. 19.105.

7 **114.** A two-day mediation occurred in Seattle on August 8, 2004 and September 9,
8 2004. ECF No. 90, Ex.77 at 6; ECF No. 89 ¶ 17.

9 **115.** BIA officials were present at that mediation, including Sharon Redthunder and
10 Superintendent Nicholson. ECF No. 89, ¶ 17.

11 **116.** In a letter dated August 12, 2004, Mr. Arch provided Mr. Nicholson and others
12 with a summary of the August 10, 2004 mediation. Specifically, Mr. Arch stated:

13
14 2. In exchange for Evans' agreement to leave the Park property "AS IS"
15 until expiration of the memberships in 2034...the Member Association
16 will pay to the BIA (for distribution to the allottee owners) the sum of
17 \$25,000 per year starting retroactive to January 1, 2004.."

18 ECF No. 90, Ex. 72 at 3.

19 **117.** Mr. Doug Lawrence sent a letter to Mr. Nicholson and the other mediation
20 attendees summarizing the August 10, 2004 mediation and stating that the Association
21 was agreeing to pay additional rent to the BIA and that it was the mediator's
22 understanding that the Estate would be making a presentation to the Tribal Council and
23 Allottees regarding this settlement. ECF No. 90, Ex. 73, Introductory Paragraph and
24 Numbered Paragraph 3.
25

1 **118.** The parties entered into a Settlement Agreement on September 15, 2004
2 pursuant to the mediation to settle the creditor's claims and lawsuits filed by Paul
3 Grondal and Mill Bay Members. ECF No. 89, ¶ 21; ECF No. 90 Ex. 2.

4 **119.** The BIA did not respond or object to the Settlement Agreement. ECF No. 90,
5 Ex. 77.

6 **120.** Notice of the Settlement Agreement and motion seeking judicial approval was
7 served on all interested parties to the pending litigation and all beneficiaries of Evans'
8 estate, including the BIA. ECF No. 90, Exs. 2; 78, 79, 77.

9 **121.** Judge Bridges approved the Settlement Agreement on November 23, 2004. ECF
10 No. 90, Ex. 77.

11 **122.** The Settlement Agreement sent to the BIA stated:

12 All parties acknowledge that the Mill Bay Members have a right to use
13 the property commonly known as the Park pursuant to the Prior
14 Documents and this Agreement through December 31, 2034...

15 ECF No. 90, Ex. 79 at 9 ¶ 5.14.

16 **123.** The BIA was at all times apprised of the litigation and provided with notice of
17 the pending actions of the parties. ECF No. 90, Exs. 2 & 37-79.

18 **124.** On October 28, 2004, the BIA sent a letter to the Landowners informing them of
19 the RV Park court proceedings and the fact that the court ruled the Members could stay
20 until 2034 and the Association would pay \$25,000 annual rent with an increase every
21 5th year. ECF No. 90, Ex. 79.

22 **125.** All payments made by the Mill Bay Members Association from and after the
23 completion of the 2004 Settlement Agreement, have been made pursuant to that
24
25

1 Settlement Agreement. ECF No. 362 and Exhibit thereto.

2 **G. Fee Patents Issued for Other Moses Allotments.**

3 **126.** A Moses Allotment Patent was issued on March 16, 1917, over the signature of
4 President Woodrow Wilson to one “Ko-mo-dal-kish, and Indian of the Chief Moses tribe
5 or band.” The Patent was for five-hundred fifty-one and ninety-five-hundredths acres.
6 The Patent to Ko-mo-dal-kish is Ex. C to ECF No. 224, and is in nearly precisely the
7 same form as the Patents issued to Wapato John. See ECF No. 175-1, Ex. E. On
8 November 16, 1960 and December 20, 1960, Fee Patents were issued to the then holders
9 of the allotment interests in the Ko-mo-dal-kish Patent. ECF No. 224, Ex. C.

10 **127.** Other MA-8 fee patents have been issued to then-holders of MA-8 trust patents.
11 ECF No. 224, Exs. A, B.
12

13
14 RESPECTFULLY SUBMITTED this 17th day of April 2020.

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CERTIFICATE OF SERVICE

I hereby certify that on the date set forth below, I caused the foregoing document to be electronically filed with the Clerk of the above entitled Court using the CM/ECF system, which will send notification of such filing to all registered recipients of that system as of the date hereof.

Notice of this filing will be sent to the parties listed below by operation of the Court’s electronic filing system. Parties may access this filing through the Court’s system.

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1 Notice of this filing is being sent this date via United States Postal Service First
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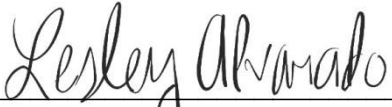
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DATED this 17th day of April 2020.



Lesley Alvarado