

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

UNIT CORPORATION, a Delaware
corporation, and UNIT PETROLUEM
COMPANY, an Oklahoma corporation

Plaintiffs,

vs.

Case No. 14-CV-00070-R

TMI MINISTRIES, a Washington
Nonprofit Corporation, KIKIALLUS
NATION, a/k/a KIKIALLUS INDIAN
NATION, a Washington Nonprofit
Corporation, KURT KANAM,
individually and as agent of Kikiallus
Indian Nation and as agent of TMI
Ministries, ORBIE MULLINS,
individually and as agent of Kikiallus
Indian Nation.

Defendants.

**PLAINTIFFS' APPLICATION FOR TEMPORARY
RESTRAINING ORDER AND BRIEF IN SUPPORT**

Pursuant to Federal Rule of Civil Procedure 65(b), Plaintiffs Unit Corporation (“Unit”) and Unit Petroleum Company (“Unit Petroleum”) (collectively “Unit Plaintiffs”), hereby move for the immediate issuance of a temporary restraining order to prohibit the Defendants from interfering with the Unit Plaintiffs’ interest, as operator and lessee, in the Well that is the subject of Defendant TMI’s “Complaint.” Plaintiff requests that the Court’s order continue for a period of time of sufficient length to enable Plaintiff to file a motion for a preliminary injunction and for the Court to rule thereon.

1. This matter arises from a scheme perpetrated by Defendants to impersonate a sovereign Indian tribe in order interfere with Unit Petroleum's operation of and rights in a producing oil well located in Beaver County, Oklahoma (the "Well") and to fraudulently acquire operation of and rights in said Well. See Verified Complaint with exhibits, attached hereto as Exhibit 1.

2. Defendants' scheme was put into action on January 9, 2014 when TMI, acting through its agent Kanam, purported to file a civil action against Unit Corporation and Deep Basin Drilling Program L.P. ("Deep Basin") in the "Kikiallus Tribal Court." See Exhibit 1 of Verified Complaint. There is not, in fact, such a legally-recognized court. See Affidavit of Drew Harding, attached as Exhibit 2.

3. In its "Complaint," TMI, asserts an interest in and rights to the Well based upon the alleged expiration of the referenced oil lease between Deep Basin and a Penney Cakfy Boulton Family Trust (the "Deep Basin Lease"). TMI further asserts that Unit's rights in the Well have ceased as a result of the expiration of the Deep Basin Lease. See Exhibit 1 of Verified Complaint.

4. Unit Petroleum rather than Unit is the operator of the Well. Unit Petroleum acquired its rights in and operation of the Deep Basin Lease through an August, 2010 forced pooling order by the Oklahoma Corporation Commission ("Pooling Order"). See Exhibit 5 of Verified Complaint. By virtue of the Pooling Order, Unit Petroleum acquired a sixty percent (60%) interest in a certain oil and gas lease dated July 6, 2010 naming Deep Basin 2008 Drilling Program, L.P. as grantee and recorded at Book 1245, Page 64 of the real property records of Beaver County, Oklahoma and was established as

the operator of the Well for so long as the Well was producing. The Well has not ceased production. *See* Ex. 2.

5. The remaining forty percent (40%) interest in the Deep Basin Lease was retained by Deep Basin through its July 6, 2010 election under the Pooling Order. The Deep Basin Lease had a primary term of three (3) years, but remains in force “as long thereafter as oil or gas, or either of them, is produced from said land by lessee.” *See* Exhibit 6 of Verified Complaint. The Well has not ceased production and therefore remains in force. *See* Ex. 2.

6. TMI has falsely alleged that the “Kikiallus Tribal Court” has subject matter jurisdiction over its cause of action by virtue of numerous federal laws, the Treaty of Point Elliot, and Washington Court Local Rules. *See* Exhibit 1 of Verified Complaint; *see also* Ex. 2.

7. TMI requested that the “court” enter an order declaring, *inter alia*, that the referenced oil lease (*i.e.* the Deep Basin Lease) has expired, that due to such expiration, Unit’s operation of the oil well has ceased, and transferring operation of the Well to TMI. *See* Exhibit 1 of Verified Complaint. TMI submitted a proposed order that declares that the Deep Basin Lease has expired and transfers Unit’s operation of the Well to TMI. *See* Exhibit 2 of Verified Complaint.

8. On the same date the “Complaint” was allegedly filed, the “court” entered an “Order to Show Cause” that purports to order Unit “to show cause within 10 days . . . why this court should not grant Plaintiff’s requested relief . . .” *See* Exhibit 4 of Verified Complaint.

9. The scheme Defendants are attempting to perpetrate on the Unit Plaintiffs is similar to another scheme that appears to have been repeatedly perpetrated by Defendants Kanam and Mullins whereby Kanam, who acts as an agent of a party plaintiff, and Mullins, who acts as judge of the tribal court, have obtained or attempted to obtain judgments in the Village of Karluk Tribal Court against non-members (including the federal government) over whom the Village of Karluk has no jurisdiction. Once obtained, Kanam registers or attempts to register the tribal court judgments in federal and state courts in order to fraudulently utilize the registering court's competent jurisdiction to enforce the improperly obtained tribal court judgments. *See* Complaint and Order granting Preliminary Injunction filed in the United States District Court for the District of Alaska in *Koniag, Inc. v. Kanam, et al.*, case no 3:12-cv-00077, attached as Exhibit 3; Native Village of Karluk Foreign Judgment Registrations by Kanam, attached as Exhibit 4.

10. Absent an order immediately restraining Defendants from retaining, exercising, threatening, attempting, or purporting to retain or exercise jurisdiction of or by the Kikiallus Nation or Kikiallus Indian Nation over Unit and restraining Defendants from interfering with Unit's interest in the Well, will "enter" a bogus judgment in the "Kikiallus Tribal Court" against Unit declaring the Lease terminated and transferring operation the Well to TMI, and will then attempt to pass-off that judgment as authentic and seek to have the fraudulent order registered as a foreign judgment and enforced by a court of competent jurisdiction. Accordingly, the requested immediate relief is necessary in order to preserve the status quo and to prevent the results of the threatened actions.

11. In support of this application, Plaintiff relies upon the Verified Complaint with exhibits [Dkt. No. 2] attached as Exhibit 1, and the Brief in Support of this Application for Temporary Restraining Order, with its attachments.

12. Finally, Plaintiff certifies that it has attempted to provide notice to Defendants of the filing of this application with the Court, through a voicemail left on January 23, 2014 with TMI Ministries, and through a January 23, 2014 facsimile transmission of correspondence to the “Kikiallus Tribal Court” along with a copy of the Complaint, Application for Temporary Restraining Order and Brief in Support, and proposed Temporary Restraining Order. However, notice should not be required here as Defendants have threatened and, it is reasonable to believe, will purport to enter an order against Unit on January 24, 2014 only days after Unit received the sham tribal court pleadings. Further, as discussed herein, Unit will suffer irreparable harm in the event the Defendants move forward with their fraudulent action, but Defendants, on the other hand, will suffer no harm by being temporarily enjoined from doing so.

ARGUMENT AND AUTHORITIES

A party seeking a temporary restraining order or other preliminary injunctive relief must establish 1) the movant will suffer irreparable injury if the order is not entered; 2) the threatened injury to the movant outweighs any damage the proposed order may cause the opposing party; 3) the injunction, if issued, would not be adverse to the public interest; and 4) there is a substantial likelihood the movant will succeed on the merits. *Oneok, Inc. v. Southern Union Co.*, 1999 WL 34861197 (N.D. Okla., May 11, 1999) (citing *Walmer v. United States Dept. of Defense*, 52 F.3d 851, 854 (10th Cir. 1995));

Tomas v. Carson, 30 Fed. Appx. 770, 772 (10th Cir. 2002). Unit satisfies all of these requirements.

First, Unit will suffer irreparable injury if the Defendants are not enjoined from entering a bogus declaratory judgment against Unit and further perpetrating its fraud upon courts of competent jurisdiction by registering the bogus judgment as a foreign judgment all aimed at interfering with Units contractual rights and interest in the Well. The existence of such a fraudulent order, whether or not registered in another court, will raise uncertainty as to the ongoing validity of the Pooling Order and Unit Petroleum's rights thereunder and will compromise Unit Petroleum's relationship with the royalty owners, vendors, contractors, the OCC, and others who deal with Unit Petroleum as the legal operator of the Well. Further, as is demonstrated by Ex. 7, Kanam has acted to register with a federal district court the improper judgment of the Native Village of Karluk in as little as three (3) days from entry of the judgment in the tribal court. Thus, it is reasonable to assume that Kanam will act swiftly to register and enforce the sham Kikiallus Tribal Court judgment against Unit creating further injury to Unit, including forced shut-down of operations resulting in incalculable damages to Unit's relationships with royalty owners, vendors, contractors, employees, etc. and loss of production value.

Second, the threatened injury to Unit outweighs any damage to Defendants a proposed temporary restraining order may cause Defendants. If the Defendants are not restrained from carrying out their fraudulent scheme, Unit will be subjected to a sham judgment that raise uncertainty as to the ongoing validity of the Pooling Order and Unit Petroleum's rights thereunder and will compromise Unit Petroleum's relationship with

the royalty owners, vendors, contractors, the OCC, and others who deal with Unit Petroleum as the legal operator of the Well, and which could result in forced shut-down of operations resulting in incalculable damages to Unit Petroleum's relationships with royalty owners, vendors, contractors, employees, etc. and loss of production value. Conversely, Defendants cannot be said to suffer any harm from being prevented from impersonating a tribal sovereign in order to perpetrate a fraud on Unit and any court(s) in which Defendants act to register and enforce the judgment they intend to enter in their sham court.

Third, a temporary restraining order would not be contrary to the public interest. This is a private dispute between individual parties and no public interests are implicated. To the extent this action implicates any public interests, such interests are served by preventing the fraudulent usurpation of tribal jurisdiction and sovereignty, the perversion of federal Indian law, and the perpetration of a fraud on federal and state courts.

Fourth, there is a substantial likelihood that Unit will succeed on the merits. Unit's claims against Defendants are set out with specificity in the Verified Complaint. Defendant Kikiallus is state nonprofit corporation, not a sovereign tribe with the ability to exercise limited jurisdiction. Defendants' claim otherwise is false and fraudulent.

Further, the Unit Plaintiffs request that the Court exercise its discretion and waive security under FED. R. CIV. P. 65(c). *See Continental Oil Co. v. Frontier Refining Co.*, 338 F.2d 780, 782 (10th Cir. 1964) ("the trial judge has wide discretion in the matter of requiring security and if there is an absence of proof showing a likelihood of harm, certainly no bond is necessary.").

WHEREFORE, Plaintiffs Unit Corporation and Unit Petroleum Company request that the Court grant a temporary restraining order enjoining Defendants from (i) directly retaining, exercising, threatening, attempting, or purporting to retain or exercise jurisdiction of or by the Kikiallus Nation or Kikiallus Indian Nation over Unit for any purpose, and (ii) interfering with the Unit Plaintiffs' interest in the Well pending a hearing on Unit's Motion for Preliminary Injunction, and that bond be waived. Unit further requests that this motion be heard on the Court's next available docket.

Respectfully Submitted,

s/Richard P. Hix

Richard P. Hix, OBA No. 4241
Christina M. Vaughn, OBA No. 21390
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*Attorneys for Plaintiffs Unit Corporation and
Unit Petroleum Company*

CERTIFICATE OF SERVICE

I hereby certify that on the 24th day of January, 2014, a true and correct copy of the foregoing document was mailed via U.S. Mail with proper postage fully prepaid thereon to:

TMI Ministries
c/o Kurt Kanam, Registered Agent
9648 Hunterpoint
Olympia, WA 98503

and

2103 Harrision
143
Olympia, WA 98503

Kikiallus Nation
c/o Kurt Kanam, Registered Agent
9648 Hunterpoint
Olympia, WA 98503

Kikiallus Indian Nation
P.O. Box 237
Toledo, WA 98591

Kurt Kanam
9648 Hunterpoint
Olympia, WA 98503

Orbie Mullins
P.O. Box 237
Toledo, WA 98591

s/Richard P. Hix

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

UNIT CORPORATION, a Delaware
corporation, and UNIT PETROLUEM
COMPANY, an Oklahoma corporation

Plaintiffs,

vs.

Case No. _____

TMI MINISTRIES, a Washington
Nonprofit Corporation, KIKIALLUS
NATION, a/k/a KIKIALLUS INDIAN
NATION, a Washington Nonprofit
Corporation, KURT KANAM,
individually and as agent of Kikiallus
Indian Nation and as agent of TMI
Ministries, ORBIE MULLINS,
individually and as agent of Kikiallus
Indian Nation.

Defendants.

COMPLAINT

Plaintiffs Unit Corporation (“Unit”) and Unit Petroleum Company (“Unit Petroleum”) (collectively, the “Unit Plaintiffs”), for their claims against Defendants TMI Ministries (“TMI”), Kikiallus Nation, a/k/a Kikiallus Indian Nation (“Kikiallus”), Kurt Kanam, individually and as agent of Kikiallus and TMI (“Kanam”), and Orbie Mullins, individually and as agent of Kikiallus (“Mullins”), alleges and states as follows:

NATURE OF THE CASE

1. This is an action for a temporary restraining order and injunctive relief arising out of, *inter alia*, Defendants’ conspiracy to commit fraud, fraud and other tortuous conduct described herein.

EXHIBIT

tabbies

This case concerns a ruse whereby the Defendants have conspired to fraudulently obtain court orders which would interfere with the Unit Plaintiffs' ownership rights and rights as operator of a productive well in Beaver County, Oklahoma. Defendants have misrepresented that they are associated with a tribe having legal sovereignty and authority to create a court with jurisdiction over Unit. In fact, the "tribe" has long since gone out of existence and has no authority to create a "Court." Defendants have transmitted to Unit fraudulent pleadings filed in a non-existent tribal court, and have threatened to cause an order to be entered invalidating an oil and gas lease, and Unit's rights as operator with respect to the subject well. This threatened "order" would also transfer Unit Petroleum's rights as operator to TMI Ministries, one of the Defendants. It is Defendants' plan, if not enjoined, to then have such a fraudulent order entered in, and recognized by, a court of competent jurisdiction, thereby causing the Unit Plaintiffs irreparable injury.

PARTIES, JURISDICTION, AND VENUE

2. Unit is a Delaware corporation with its principal place of business in Tulsa, Oklahoma.

3. Unit is the parent of Unit Petroleum, an Oklahoma corporation with its principal place of business in Tulsa, Oklahoma.

4. TMI Ministries is a Washington nonprofit corporation whose principal place of business is, upon information and belief, is in Washington.

5. Kikiallus Nation, a/k/a Kikiallus Indian Nation is a Washington nonprofit corporation whose principal place of business is, upon information and belief, in

Washington. Neither of these Kikiallus entities are legally-recognized tribes, and neither of them have the authority to create a “court” with jurisdiction over Unit.

6. Kurt Kanam (f/k/a Kurt Weinreich) is an individual who, upon information and belief, resides in Washington and who, at times relevant hereto, has acted in his official capacity as an agent for Kikiallus. Kanam also serves the Vice President and registered agent for TMI, and at times relevant hereto, has acted in his official capacity for TMI.

7. Orbie Mullins is an individual who, upon information and belief, resides in Washington and who, at times relevant hereto, has acted in his official capacity as an agent for Kikiallus.

8. Plaintiffs have complete diversity of citizenship from Defendants, and the amount in controversy exceeds, exclusive of interest and costs, the sum specified in 28 U.S.C. § 1332.

9. This Court also has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 because Unit’s cause of action is based upon questions of federal law, including federal common law of tribal jurisdiction over non-members.

10. Venue is proper in this court pursuant to 28 U.S.C. § 1391 because Unit conducts business in the Western District of Oklahoma, a substantial part of the events or omissions giving rise to the claims occurred within the Western District of Oklahoma, and the property that is the subject of the action is situated in the Western District of Oklahoma.

GENERAL ALLEGATIONS

Historic Kikiallus Tribe and Defendant Kikiallus

11. The Kikiallus Tribe was many years ago an Indian tribe that treated with the United States. However, the Kikiallus Tribe no longer exists as a tribal political entity, is not a federally recognized tribe, is not recognized by the State of Washington, and has no government-to-government relationship with the United States. Today, ancestors of the historic Kikiallus Tribe are members of the Stillaguamish Tribe of Indians of Washington, a federally recognized Indian tribe.

12. The United States does not hold land in trust for the historic Kikiallus Tribe, nor does it have a reservation recognized by the United States or any other land that qualifies as “Indian country.”

13. Defendant Kikiallus is a Washington nonprofit corporation. It is not the historic Kikiallus Tribe nor any other “Indian tribe” with limited rights of sovereignty and powers of self-governance.

14. Defendant Kikiallus has no power to establish a court through which it may exercise adjudicatory jurisdiction.

15. Defendant Kikiallus has purported, without color of legal authority, to establish the “Kikiallus Tribal Court.”

16. The Kikiallus Tribal Court has no legal basis upon which to assert jurisdiction over Unit.

17. Even if the Kikiallus Tribal Court was the duly authorized court of a federally recognized Indian tribe (which it is not), the court would nevertheless not have

jurisdiction over the Unit Plaintiffs, because they are not members of the Kikiallus Tribe, they have not consented to such jurisdiction, they have no consensual relationship with the Kikiallus Tribe, and the Kikiallus Tribe does not exercise territorial jurisdiction over any “Indian country.” See *Strate v. A-1 Contractors*, 520 U.S. 438, 457 (1997); *Montana v. United States*, 450 U.S. 544(1981).

TMI’s Action in the “Kikiallus Tribal Court”

18. On January 9, 2014, TMI purported to file a civil action against Unit and Deep Basin Drilling Program L.P. (“Deep Basin”) in the “Kikiallus Tribal Court”. See “Original Complaint And Order to Show Cause And Affidavit in Support” attached as Exhibit 1.

19. In its “Complaint,” TMI, through Kanam, alleged that:

- a. David Penney (“Penney”), who is the trustee of the Penny Cafky Boulton Family Trust (“Trust”), granted a limited and specific power of attorney to TMI authorizing TMI to “perform acts dealing with mineral deeds bellowing to . . . the [Trust].”
- b. The Trust entered into a three (3) year Oil and Gas Lease (“Lease”) with Deep Basin Drilling Program, L.P. on July 7, 2010;
- c. The Lease expired on July 7, 2013;
- d. Due to the expiration of the Lease, Unit’s operation the oil well located in Beaver County, Oklahoma (the “Well”) has ceased; and
- e. Operations of the well are transferred to TMI based upon its power of attorney for Penney.

See Ex. 1 at Allegations, ¶¶ 1-4, and Attachment A.

20. Each of TMI’s allegations lettered in the preceding paragraph as b-e are false.

21. TMI further alleged that the “court” had subject matter jurisdiction by virtue of numerous federal laws, the Treaty of Point Elliot, and Washington Court Local Rules. *See* Ex. 1 at Jurisdiction, ¶ 1.

22. TMI requested that the “court” enter an order declaring, *inter alia*, that the referenced oil lease (the “Deep Basin Lease”) has expired, and that due to such expiration, Unit’s operation of the oil well has ceased and operation transferred to TMI. *See* Ex. 1 at Request for Relief, ¶¶ 3, 5.

23. TMI submitted a proposed order that declares that the Deep Basin Lease has expired and transfers Unit’s operation of the Well to TMI. *See* Proposed Order, attached as Exhibit 2.

24. A Summons was also purportedly issued for Unit in the case. *See* “Summons” attached as Exhibit 3. The “Summons” states in part: “Within 21 days after service of this summons on you (not counting the day received it) . . . you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure.” The Summons also states in part: “If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.” *See* Ex. 3.

25. On the same date that the “Complaint” was allegedly filed, the “court” entered an “Order to Show Cause” that purports to order Unit “to show cause within 10 days . . . why this court should not grant Plaintiff’s requested relief . . .” *See* Order to Show Cause, attached as Exhibit 4.

26. The show cause order was signed by Defendant Mullins acting as “Kikiallus Tribal Judge.” *See* Ex. 4.

The Deep Basin Lease and Unit’s Rights in the Well

27. The Well is located within a drilling unit established via an August, 2010 pooling order by the Oklahoma Corporation Commission (“Pooling Order”). *See* Pooling Order, attached as Exhibit 5.

28. Through the Pooling Order Unit Petroleum acquired a sixty percent (60%) interest in the Deep Basin Lease and was established as the operator of the Well. *See* Ex. 5.

29. Pursuant to the Pooling Order, Unit Petroleum’s interest in the Well is held by production, which has not ceased. *See* Ex. 5.

30. Deep Basin retained the remaining forty percent (40%) interest in the Deep Basin Lease through its election under the Pooling Order. The Deep Basin Lease had a primary term of three (3) years, but remains in force “as long thereafter as oil or gas, or either of them, is produced from said land by lessee.” *See* Deep Basin Lease, attached as Exhibit 6.

Defendants’ Tortious Conduct

31. TMI, Kanam, and Kikiallus have made numerous false statements to Unit, including that the “Kikiallus Tribal Court” has jurisdiction over TMI’s cause of action, and that Unit is under a legal obligation to “show cause” and answer in the “Kikiallus Tribal Court.” This was intended to and did convey the false impression that the “Kikiallus Indian Nation” was an authentic Indian tribe with sovereign powers, that the

“Kikiallus Tribal Court” was an authentic court with adjudicatory powers, and that Unit was legally obligated to comply with orders of the court.

32. TMI, Kanam, and Kikiallus made these statements and/or concealed facts with the intention of creating a false impression of the actual facts. These statements and omissions from TMI, Kanam, and Kikiallus were false and made recklessly without a reasonable basis to believe them to be true. The statements and omissions were made with the intent that Unit (and others) rely upon them.

33. According to Defendants’ statements to Unit, if not enjoined, Defendants will “enter” a bogus judgment in the “Kikiallus Tribal Court” against Unit declaring the Deep Basin Lease terminated and transferring operation the Well to TMI. Upon informational belief, Defendants will then attempt to pass-off that judgment as authentic and seek to have the fraudulent order registered as a foreign judgment and enforced by a court of competent jurisdiction.

34. Defendant Mullins has combined and conspired with TMI, Kanam, and Kikiallus for the unlawful object of committing fraud upon the Unit Plaintiffs and upon the court(s) Defendants intend to use to legitimize their bogus judgment.

35. The Defendants have also conspired to and have taken actions to interfere with the Unit Plaintiffs’ contractual relations and prospective economic advantage in operation of the Well.

36. The scheme Defendants are attempting to perpetrate on the Unit Plaintiffs is similar to another scheme that appears to have been repeatedly perpetrated by Defendants Kanam and Mullins whereby Kanam, who acts as an agent of a party

plaintiff, and Mullins, who acts as judge of the tribal court, have obtained or attempted to obtain judgments in the “Village of Karluk Tribal Court” against non-members over whom the Village of Karluk has no jurisdiction (including the federal government). *See, e.g., Koniag, Inc. v. Kanam, et al.*, case no 3:12-cv-00077 (D. AK). Once obtained, Kanam registers or attempts to register the tribal court judgments in federal and state courts in order to fraudulently utilize the registering court’s competent jurisdiction to enforce the improperly obtained tribal court judgments.

PRAYER

WHEREFORE, the Unit Plaintiffs pray for judgment against Defendants as follows:

(A) Entry of temporary restraining order, as well as preliminary and permanent prospective injunctive relief prohibiting Defendants, their agents, servants, employees and all others acting in active concert and participation with Defendants from directly retaining, exercising, threatening, attempting, or purporting to retain or exercise jurisdiction of or by the Kikiallus Nation or Kikiallus Indian Nation, or any purported “court” related to such entities, over Unit for any purpose;

(B) Entry of temporary, preliminary and permanent prospective injunctive relief prohibiting Defendants, their agents, servants, employees and all others acting in active concert and participation with Defendants from interfering with Unit’s interest in the Well that is the subject of Defendant TMI’s “Complaint;” and

(C) For such additional or other legal and/or equitable relief to which Unit is or may become entitled.

Respectfully submitted,

s/Richard P. Hix

Richard P. Hix, OBA No. 4241

Christina M. Vaughn, OBA No. 21390

McAfee & Taft, P.C.

1717 S. Boulder Ave., Suite 900

Tulsa, Oklahoma 74119

Phone 918.587.0000

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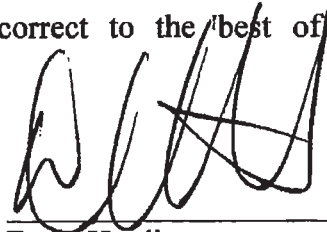
Email: christina.vaughn@mcafeetaft.com

*Attorneys for Plaintiffs Unit Corporation and
Unit Petroleum Company*

VERIFICATION

STATE OF OKLAHOMA)
)
COUNTY OF TULSA)

The undersigned Affiant, Drew Harding, being first duly sworn in accordance with law, does hereby depose and state that he has read the foregoing Complaint, and that the allegations contained therein are true and correct to the best of his knowledge, information and belief.



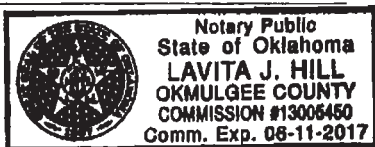
Drew Harding
Associate General Counsel
Unit Corporation

SWORN AND SUBSCRIBED before me this 23 day of January, 2014, by the Affiant, Drew Harding, who is personally known to me or has produced government-issued identification.



Notary Public

My Commission Expires:



FILED

JAN 9 2014

Kikiallus Tribal Court

THE KIKIALLUS TRIBAL COURT
For the KIKIALLUS INDIAN NATION
authorized by POINT ELLIOT TREATY OF 1855

TMI Ministries.

Plaintiff,

VS.

Unit Corporation
Deep Basin Drilling
Program L.P.

Defendant,

CAUSE NO.1-9-14-1

Original Complaint
And Order to Show
Cause
And Affidavit in
Support

EXHIBIT

tabbies

Comes now, Kurt Kanam, who makes the following

KIKIALLUS Tribal Court for.....
TMI Ministries
2103 Harrison # 143
Olympia WA. 98502
Phone 360-956-3742

The KIKIALLUS INDIAN NATION
P.O. Box 237, Toledo WA.98591
PH 360-864-8665 FAX 360-864-8664
Complaint and Order to show cause

1 statement under penalty of perjury under the laws of
2 the State of Washington. I make this statement upon my
3 personal knowledge and would be offered by me as
4 testimony at trial

5 INTRODUCTION

6 This is an action to declare that the a July 7, 2010
7 lease between Deep Basin and The Penny Cafky Boulton
8 Family Trust has expired and that Unit Corporation has
9 transferred operation of an oil well located at 22
10 township 02 North Range 23 east of the Cimarron
11 Meridian to TMI Ministries.

12 PARTIES

13 TMI Ministries 2103 Harrison #143 Olympia WA 98502 360-
14 956-3742

15 Unit Corporation 7130 S. Lewis Suite 1000 (74136) P.O.
16 Box 702500
17 Tulsa, Oklahoma 74170-2500

18 Deep Basin 2008 Drilling Program L.P. Box 15205
Amarillo TX 79105

KIKIALLUS Tribal Court for.....
TMI Ministries
2103 Harrison # 143
Olympia WA. 98502
Phone 360-956-3742

The KIKIALLUS INDIAN NATION
P.O. Box 237, Toledo WA.98591
PH 360-864-8665 FAX 360-864-8664
Complaint and Order to show cause

ALLEGATIONS

1. David Alan Penney is the successor trustee of the Penny Cafky Boulton Family Trust Attachment A

2. On July 7, 2010 David Alan Penney signed a 3 year lease between Deep Basin and The Penny Cafky Boulton Family Trust Attachment B

3. As of July 7, 2013 the above mentioned lease has expired.

4. Due to the expiration of the above mentioned lease Unit Corporation's operation of the oil well located at 22 township 02 North Range 23 east of the Cimarron Meridian has ceased and operation are transferred to TMI Ministries.

JURISDICTION

1. This court has jurisdiction over this matter by way of the Constitution and the Treaties of the United States, including the Commerce Clause, Article 1 section 8, Clause 3 of the Constitution; The Supremacy

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TMI Ministries
2103 Harrison # 143
Olympia WA. 98502
Phone 360-956-3742

The KIKIALLUS INDIAN NATION
P.O. Box 237, Toledo WA.98591
PH 360-864-8665 FAX 360-864-8664
Complaint and Order to show cause

1 Clause Article IV, Clause 2, of the Constitution;
2 Amendments I and V to the Constitution, and the due
3 Process and equal Protection clauses and Amendment XIV
4 to the Constitution; 18 U.S.C. Sections 1151 through
5 1153; 42 U.S.C. Section 1983; Public Law 280 (Act of
6 August 15, 1953, 67 Stat.583 ET Seq., As amended) The
7 Treaty of Point Elliot, January 22, 1855, 12 Stat.
8 1132, The United Nations Human Rights Treaty, The
9 Declaratory Judgement Act and the Administrative
10 Procedures Act, and Cr 82 in pari materia with
11 Washington court Local Rules 82.5.

12 REQUEST FOR RELIEF

13 Plaintiff respectfully requests this court for an order
14 declaring the following. That:

- 15 1. David Alan Penney is the successor trustee of the
16 Penny Cafky Boulton Family Trust Attachment A
- 17 2. On July 7, 2010 David Alan Penney signed a 3 year
18 lease between Deep Basin and The Penny Cafky Boulton
Family Trust Attachment B
3. As of July 7, 2013 the above mentioned lease has

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Olympia WA. 98502
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The KIKIALUS INDIAN NATION
P.O. Box 237, Toledo WA.98591
PH 360-864-8665 FAX 360-864-8664
Complaint and Order to show cause

1 expired.

2 4. See Attachment C; assignment of POWER OF ATTORNEY
3 from David Alan Penney to TMI Ministries.

4 5. Due to the expiration of the above mentioned lease
5 Unit Corporation's operation of the oil well located
6 at 22 township 02 North Range 23 east of the Cimarron
7 Meridian has ceased and operation are transferred to
8 TMI Ministries.

9 I, Kurt Kanam , state the forgoing is true and correct
10 under penalty of perjury of the laws of the State of
11 Washington also stated under the authority of 28 U.S.C.
12 Sec. 1746.

13 Date 1-9-2014

14
15
16
17
18

19 Kurt Kanam

ATTACHMENT A

LIMITED POWER OF ATTORNEY

BOOK 1271 PAGE 563

I-2012-002603 07/17/2012 9:30 am

Book 1271 Page(s) 0563-0564

Fee: \$ 15.00 Doc: \$ 0.00

Tammy Millikan - Beaver County Clerk
State of Oklahoma

BY THIS DOCUMENT IT IS HERBY ACKNOWLEDGED, that I, David Alan Penney, an individual and as the trustee for the Penney, Casky, Bolton family trust agreement, the undersigned do hereby grant a limited and specific power of attorney to TMI ministries and Chief Kurt Riffin of the Kikiallus nation now located in Wheatridge Colorado as my attorney-in-fact. Said attorney-in-fact shall have authority and power to undertake and perform only the following acts on my behalf:

The attorney in fact is authorized to perform acts dealing with mineral deeds belonging to David Alan Penney and the Penney, Casky, Bolton family trust agreement This authority shall also include any incidental acts that are reasonably required to carry out and perform the specific authorities herein granted.

This power of attorney shall be effective upon execution. This power of attorney may be revoked at any time.

My attorney-in-fact agrees to this appointment subject to its terms. My attorney-in-fact agrees to act as my fiduciary and in my best interests, as seems advisable to the best of his discretion.

David Alan Penney
David Alan Penney

Dated OCT, 20 2011

The above signature has been subscribed and affirmed before me in the County of Jefferson, State of Colorado this OCTOBER 20 day of 2011

Pablo Lerma
Notary Public

My commission expires APRIL 6, 2014

PABLO LERMA
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires April 6, 2014

Date Today _____

ATTACHMENT B

ONLY LEGAL BLANKS

FORM NO. 248-AF

HARLY OFFICE SUPPLY CO. - PRINTING - OKLA. CITY

BOOK 375 PAGE 164

(ORDER BY NUMBER)

MINERAL DEED

Mid-Continent Royalty Owners Association
Approved Form Revised

This Space Reserved for Filing Stamp

K 6513

KNOW ALL MEN BY THESE PRESENTS:

That WILBORN S. THOMASON, also known as W. S.THOMASON and SUSIE THOMASON, husband and wife,
of Beaver, Oklahoma

Give exact Post Office Address

hereinafter called Grantor, (whether one or more) for and in consideration of the
sum of * * TEN AND OTHER VALUABLE CONSIDERATIONSDollars (\$ 10.00) cash

in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby

grant, bargain, sell, convey, transfer, assign and deliver unto Phyllis Cafky or G. W. Cafky, hus-
band and wife as joint tenants/ with full rights of survivorship
of Beaver, Oklahoma

Give exact Post Office Address

called Grantee (Whether one or more) as tenants in common all of their right, title and interest in
and to all of the oil, gas and other minerals in and under and that may be produced from the following described landssituated in Beaver County, State of OklahomaThe Northeast Quarter of Section Twenty-two (22),
Township Two (2) North, Range Twenty-three (23)
East of the Cimarron Meridian;containing 1.60 acres, more or less, together with the right of ingress and egress at all times for the purpose of mining,
drilling, exploring, operating and developing said lands for oil, gas and other minerals, and storing, handling, transporting and marketing the
same therefrom with the right to remove from said land all of Grantee's property and improvements.This sale is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease of record
heretofore executed; it being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted undivided interests in
and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease insofar as it covers the above described
land before and after the date hereof, precisely as if the Grantee herein had been at the date of the making of said lease the owner of a
similar undivided interest in and to the land described and Grantee one of the lessors therein.Grantor agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and
likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes, or other liens
on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.TO HAVE AND TO HOLD The above described property and easement with all and singular the rights, privileges,
and appurtenances thereunto or in any wise belonging to the said Grantee herein the heirs, survivor
of the survivor, and assigns for ever, and Grantor do hereby warrant said title to
Grantee the heirs, survivor of the survivor, and assigns forever and
do hereby agree to defend all and singular the said property unto the said Grantee herein the heirs,
of the survivor, and assigns against every person whomsoever claiming or to claim the
same or any part thereof.WITNESS OUR hand this 14th day of October, 1971Wilborn S. Thomason
(Wilborn S. Thomason)
Susie Thomason
(Susie Thomason)STATE OF OKLAHOMA, County of Beaver

ss:

Individual Acknowledgment

Before me, the undersigned, a Notary Public in and for said County and State on this 14th day ofOctober, 1971, personally appeared Wilborn S. Thomason, also knownas W. S. Thomason and Susie Thomason, husband and wife,

FILED

JAN 9 2014

Kikiallus Tribal Court

THE KIKIALLUS TRIBAL COURT
For the KIKIALLUS INDIAN NATION
authorized by POINT ELLIOT TREATY OF 1855

TMI Ministries.

Plaintiff,

VS.

Unit Corporation
Deep Basin Drilling
Program L.P.

Defendant,

CAUSE NO.1- 9-14-1

(PROPOSED ORDER)

EXHIBIT

2

This matter having come before this court by motion

KIKIALLUS Tribal Court for..... The KIKIALLUS INDIAN NATION
TMI Ministries P.O. Box 237, Toledo WA.98591
2103 Harrison # 143 PH 360-864-8665 FAX 360-864-8664
Olympia WA. 98502 (Proposed Order)
Phone 360-956-3742

1 for Declaratory Relief.

2 This court finds and affirms, that:

3 1. David Alan Penney is the successor trustee of
4 the Penny Cafky Boulton Family Trust Attachment A

5 2. On July 7, 2010 David Alan Penney signed a 3
6 year lease between Deep Basin and The Penny Cafky
7 Boulton Family Trust Attachment B

8 3. As of July 7, 2013 the above mentioned lease has
9 expired.

10 4. See assignment of POWER OF ATTORNEY from David
11 Alan Penney to TMI Ministries.

12 5. Due to the expiration of the above mentioned
13 lease Unit Corporation's operation of the oil well
14 located at 22 township 02 North Range 23 east of the
15 Cimarron Meridian has ceased and operation are
16 transferred to TMI Ministries.

17 Done this date. _____

18 _____
KIKIALUS Tribal Court Judge

Karluk Tribal Council The Native Village of Karluk Tribal Court E-Mail
karlukiracouncil@aol.com P.O. Box 237, Toledo WA.98591
P.O. box 22 Karluk Alaska 99608 PH 360-864-8665 FAX 360-864-8664
PH (907)241-2218 FAX (907) 241 (Proposed Order)

FILED

JAN 9 2014

Kikiallus Tribal Court

THE KIKIALLUS TRIBAL COURT
For the KIKIALLUS INDIAN NATION
authorized by POINT ELLIOT TREATY OF 1855

TMI Ministries.

Plaintiff,

VS.

Unit Corporation
Deep Basin Drilling
Program L.P.

Defendant,

CAUSE NO.1-9-14-1

SUMMONS

EXHIBIT

tabbies

3

KIKIALLUS Tribal Court for.....
TMI Ministries
2103 Harrison # 143
Olympia WA. 98502
Phone 360-956-3742

The KIKIALLUS INDIAN NATION
P.O. Box 237, Toledo WA.98591
PH 360-864-8665 FAX 360-864-8664
SUMMONS

1 To: (Defendants name and address)

2 Unit Corporation 7130 S. Lewis Suite 1000 (74136) P.O.
3 Box 702500
4 Tulsa, Oklahoma 74170-2500

5 Deep Basin 2008 Drilling Program L.P. Box 15205
6 Amarillo TX 79105

7
8 A Lawsuit has been filed against you.

9 Within 21 days after service of this summons on you
10 (not counting the day you received it) -or 60 days if
11 you are the United states or a United states agency, or
12 an officer or employee of the United States described
13 in Fed. R. Civ. P.12 (a) (2) or (3)- you must serve on
14 the plaintiff an answer to the attached complaint or a
15 motion under Rule 12 of the Federal Rules of Civil
16 Procedure. The answer or motion must be served on
17 plaintiff or plaintiff's attorney whose name and
18 address are:

Karluk Tribal Council The Native Village of Karluk Tribal Court E-Mail
karlukiracouncil@aol.com P.O. Box 237, Toledo WA.98591
P.O. box 22 Karluk Alaska 99608 PH 360-864-8665 FAX 360-864-8664
PH (907)241-2218 FAX (907) 241-2208

Summons

1 TMI Ministries, Kurt Kanam

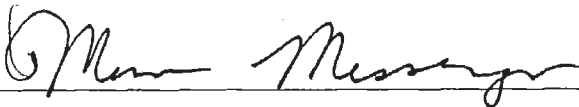
2 2103 Harrison # 143

3 Olympia Washington 98502

4 If you fail to respond, judgement by default will be
5 entered against you for the relief demanded in the
6 complaint. You must file your answer with the court at:

7 KIKIALLUS Tribal Court

8 P.O. Box 237 Toledo WA. 98591

9 

10 CLERK OF COURT

11 **MAREM MESSENGER**
12 **CLERK**

FILED

JAN 9 2014

Kikiallus Tribal Court

THE KIKIALLUS TRIBAL COURT
For the KIKIALLUS INDIAN NATION
authorized by POINT ELLIOT TREATY OF 1855

TMI Ministries.

Plaintiff,

VS.

Unit Corporation
Deep Basin Drilling
Program L.P.

Defendant,

CAUSE NO.1-9-14-1

Order to show cause



This court hereby **orders** the defendant to show cause

KIKIALLUS Tribal Court for.....
TMI Ministries
2103 Harrison # 143
Olympia WA. 98502
Phone 360-956-3742

The KIKIALLUS INDIAN NATION
P.O. Box 237, Toledo WA.98591
PH 360-864-8665 FAX 360-864-8664
Order to show cause

1 within 10 days and by 1-24-2014 date why this
2 court should not grant Plaintiff's requested relief for
3 cause number 1-9-14-1

4 Done 1-9-2014

5 Signature Orbie Mullins

Kikiallus Tribal Judge

6 **ORBIE MULLINS**
7 **JUDGE**



BOOK 1286 PAGE 757

BEFORE THE CORPORATION COMMISSION
OF THE STATE OF OKLAHOMA

APPLICANT: UNIT PETROLEUM COMPANY

RELIEF SOUGHT: POOLING

LEGAL DESCRIPTION: SECTION 22,
TOWNSHIP 2 NORTH, RANGE 23ECM,
BEAVER COUNTY, OKLAHOMA

CAUSE CD NO.

201002245-T

ORDER NO.

577654**FINDINGS AND ORDER**

1. Hearing Date and Place: 8:30 a.m., 13th day of July, 2010, Eastern Regional Office, 440 South Houston, Tulsa, Oklahoma 74127.

2. Appearances: Ron M. Barnes, Attorney, appeared for Applicant; and Karl F. Hirsch, Attorney, appeared for Deep Basin 2008 Drilling Program, L.P.

3. Notice and Jurisdiction: Notice has been given as required and the Commission has jurisdiction of the subject and the persons.

4. Amendment: At hearing R.D. Jones, Inc. c/o Reta Southard was dismissed from the Application.

5. Relief Requested: To pool and adjudicate the rights and equities of the owners named in Exhibit "A" attached hereto underlying the lands described in the caption hereof for the common sources of supply described below and to designate the Applicant or some other party as operator.

6. Relief Granted and Election Period: The requested relief is granted and the rights and equities of all owners named in Exhibit "A" attached hereto are hereby pooled, adjudicated, and determined in the lands described in the caption hereof for the common sources of supply as indicated.

<u>Common Source of Supply</u>	<u>Size of Unit</u>	<u>Order No.</u>
Tonkawa	640-acre horizontal	577343
Lansing-Kansas City	640-acre horizontal	577343
Marmaton	640-acre horizontal	577343

Said owners named in Exhibit "A" attached hereto must make one or any combination of the following elections within 20 days from the date of this Order. In the event a respondent makes an election to accept the bonus provision, then that respondent shall include their social security or federal tax I.D. number along with the election. If the respondent fails to include their social security or federal tax I.D. number Unit Petroleum Company will not issue a check until such information is provided.

L:\UNIT PETRO 40034\40034-413 PLG\40034-413 PLG ORDER.doc



UNIT PETROLEUM COMPANY
CAUSE CD NO. 201002245-T
FINAL ORDER
PAGE 2

BOOK 1286 PAGE 758

6.1 Participate: To participate in the development of the unit and common sources of supply by agreeing to pay such owner's proportionate part of the actual cost of the well and unit covered hereby and by paying, as set out below, to Operator such owner's proportionate part of the estimated completed for production cost thereof, or by providing the Operator with an irrevocable letter of credit for such payment satisfactory to the Operator, within 25 days from the date of this Order, as follows:

Completed as a dry hole	\$1,557,900
Completed for production	\$2,099,600

Provided further, however, that in the event an owner elects to participate in said unit well by paying his proportionate part of the costs thereof and fails or refuses to pay or provide the Operator with an irrevocable letter of credit for such owner's proportionate part of the completed for production cost as set forth herein, all within the periods of time as prescribed in this Order, then such owner shall be deemed to have elected to accept the cash bonus plus excess or overriding royalty for which because of burdens such owner's interest qualifies as set out in paragraph 6.2 below; provided if because of burdens such owner's interest does not qualify for a cash option, then such owner shall be deemed to have accepted the no cash option provided in paragraph 6.3 below. Thereupon, the payment of such cash bonus shall be made by Operator within 35 days after the last day of which such defaulting owner, under this Order, should have paid his proportionate part of such costs or should have made satisfactory arrangements for the payment thereof.

6.2 Cash Consideration: To accept \$250 per acre plus a total royalty of 3/16 as a fair, reasonable, and equitable bonus to be paid unto each owner who elects not to participate in said unit by paying such owner's proportionate part of the cost thereof; such cash bonus to be paid within 35 days from the date of this Order and when so paid shall be satisfaction in full for all rights and interests of such owner in the unit covered hereby, provided, however, in the event that owner's interest is subject to a royalty, overriding royalty, or other burden on production in excess of the normal 1/8 royalty as defined herein, then such excess royalty, overriding royalty, or other burden shall be charged against the 1/16 of 8/8 overriding or excess royalty as herein set forth, and the same shall be reduced by the amount of any such excess.

6.3 Consideration In Lieu of Cash: To accept in lieu of such cash bonus plus an excess royalty, an owner may elect to have delivered unto him no cash and a total royalty of 1/5 of 8/8, as his just and fair share of the production from such unit. Provided, however, in the event that owner's interest is subject to a royalty, overriding royalty, or other burden on production in excess of the normal 1/8 royalty as defined herein, then such excess royalty, overriding royalty, or other burden shall be charged against the 7.5% of 8/8 overriding or excess royalty as herein set forth, and the same shall be reduced by the amount of any such excess.

7. Failure to Elect: In the event any owner fails to elect within the time and in the manner as set forth in paragraph 6 above, then such owner shall be deemed to have

UNIT PETROLEUM COMPANY
 CAUSE CD NO. 201002245-T
 FINAL ORDER
 PAGE 3

BOOK 1286 PAGE 759

accepted the cash bonus plus excess or overriding royalty as set out in paragraph 6.2 above, provided in the event such owner's interest because of burdens attached to such interest does not qualify for the option provided in paragraph 6.2 above, then such owner shall be deemed to have accepted the no cash option provided for in paragraph 6.3 above; in the event any owner elected to do other than participate in said unit by paying his pro rata share of the costs of the unit well thereof, or fails to make an election provided above, such owner shall be deemed to have relinquished unto Operator all of such owner's right, title, interest, or claim in and to the unit, except for any normal $\frac{1}{8}$ royalty interest, and other share in production to which such owner may be entitled by reason of any election hereunder.

8. **Operator:** Unit Petroleum Company
 Attn: Namek LaFleur
 P.O. Box 702500
 Tulsa, Oklahoma 74170

an owner of the right to drill in said drilling and spacing unit is designated Operator of the unit well and common sources of supply covered hereby and all elections required in paragraph 6 hereof should be communicated to said Operator in writing at the address above as required in this Order. All written elections must be mailed postmarked within the election period as set forth in paragraph 6; provided such election may be mailed certified mail with return receipt requested in which event such certified election must be deposited in the post office within the election period set forth in paragraph 6. That said Operator has a current plugging bond or financial statement on file with the Corporation Commission.

9. **Commencement of Operations:** That Operator shall commence operations for the drilling or other operations with respect to the unit covered hereby within one year from the date of this Order and shall diligently prosecute the same to completion in a reasonably prudent manner, or this Order shall be of no force and effect, except as to the payment of bonus. If any payment of bonus due and owing under this Order cannot be made because the person entitled thereto cannot be located or is unknown, then said bonus shall be paid into an escrow account within ninety (90) days after this Order and shall not be commingled with any funds of the Applicant or Operator. Any royalty payments or other payments due to such person shall be paid into an escrow account by the holder of such funds. Responsibility for filing reports with the Commission as required by law and Commission rule as to bonus, royalty or other payments deposited into escrow accounts shall be with the applicable holder. Such funds deposited in said escrow accounts shall be held for the exclusive use of, and sole benefit of, the person entitled thereto. It shall be the responsibility of the Operator to notify all other holders of this provision and of the Commission rules regarding the unclaimed monies under pooling orders.

10. **Participation in Subsequent Operations:** Only those owners electing to participate in the initial well drilled hereunder as provided above will be allowed to participate in subsequent wells drilled on the drilling and spacing unit and common source of supply covered hereby. Owners electing or deemed to have elected the cash option plus excess or overriding royalty provided in paragraph 6.2 above shall receive no additional cash consideration for subsequent wells, but shall receive the royalty provided therein for subsequent wells. Owners electing or deemed to have elected the no cash option provided in paragraph 6.3 above shall

UNIT PETROLEUM COMPANY
 CAUSE CD NO. 201002245-T
 FINAL ORDER
 PAGE 4

BOOK 1286 PAGE 760

receive the royalty provided therein for subsequent wells. The term subsequent well for the purposes of paragraphs 10 and 11 shall not be deemed to include any side-tracking or other operation with respect to the initial unit well and shall not be deemed to be any well that is drilled as a replacement or substitute well for the initial unit well or any subsequent well covered hereby, by virtue of any mechanical or other problems arising directly in connection with the drilling, completing, equipping or producing of the initial unit well or any subsequent well and no party subject to this Order shall have the right to make any subsequent elections as to any such side-tracking, replacement or substitute well.

11. Election on Subsequent Operations: In the event Unit Petroleum Company, ("Unit") proposes the drilling of a subsequent well it shall notify those owners who elected to participate in the initial well completed hereunder of its intent to drill a subsequent well and said owners will have 20 days from the date of receipt of said notice to elect whether to participate in said subsequent well. The notice provided by Unit shall include the estimated dry hole costs and estimated completed well costs of the subsequent well and owners electing to participate must pay, or make satisfactory arrangements with Unit to secure the payment, of their proportionate share of said complete well costs within 25 days from the date of receipt of notice from Unit. Those owners electing not to participate or those owners failing to elect within the period provided or those owners electing to participate but failing to pay within the period provided shall be deemed to have elected not to participate in the subsequent well and shall thereafter receive the consideration provided for in paragraph 6.3 above for all subsequent wells. Anytime an owner elects or is deemed to have elected not to participate in a subsequent well, then that owner shall not be allowed to participate in future wells drilled on the drilling and spacing units covered hereby. Unit shall commence the subsequent well within 180 days of the proposal for same or the proposal shall expire. That the Oklahoma Corporation Commission shall retain jurisdiction over the drilling and completion costs proposed by Unit for subsequent wells.

12. Operator Lien: That Operator, in addition to any other rights provided herein, should have a lien, as set out in 52 O.S., Section 87.1(e)(2001), on the interest of any owner, subject to this Order, who has elected to participate in the well covered hereby by paying such owner's proportionate part of the costs thereof.

13. Special Finding: That Applicant exercised due diligence to locate each of the respondents subject to this Application and that a bona fide effort was made to reach an agreement with each respondent and that the Applicant has not agreed with all such respondents in such drilling and spacing unit to pool their interest and to develop the drilling and spacing unit common sources of supply as a unit; that the Applicant has proposed the drilling of a well on said unit and to develop said common sources of supply; that the Operator, hereinabove named, is an owner of the right to drill on said drilling and spacing unit and to develop and produce said common sources of supply.

14. Filing of Affidavit: That the Applicant or its Attorney shall file with the Secretary of the Commission, within 10 days from the date of this Order, an Affidavit stating that a copy of said Order was mailed within 3 days from the date of this Order to all parties pooled by this Order, whose addresses are known.

UNIT PETROLEUM COMPANY
CAUSE CD NO. 201002245-T
FINAL ORDER
PAGE 5

BOOK 1286 PAGE 761

15. This is a unit pooling.

16. Conclusion: The relief requested is necessary to prevent or to assist in preventing the various types of waste of oil or gas prohibited by statute, or any of said wastes, and to protect or assist in protecting the correlative rights of interested parties. Such requested relief, as set forth above, should be granted and IT IS SO ORDERED.

CORPORATION COMMISSION OF OKLAHOMA


BOB ANTHONY, Chairman


JEFF CLOUD, Vice Chairman


DANA L. MURPHY, Commissioner

DONE AND PERFORMED this 11 day of August, 2010.

BY ORDER OF THE COMMISSION:


PEGGY MITCHELL, Secretary

REPORT OF THE ADMINISTRATIVE LAW JUDGE

The foregoing Findings and Order is the report and recommendation of the Administrative Law Judge.

APPROVED:


CURTIS M. JOHNSON, DEPUTY
ADMINISTRATIVE LAW JUDGE


8-5-10
Date

REVIEWER



8/5/10
Date

APPROVED AS TO FORM
AND CONTENT:


RON M. BARNES, OBA #53

UNIT PETROLEUM COMPANY
CAUSE CD NO. 201002245-T
PAGE 1 OF 1

BOOK 1286 PAGE 762

EXHIBIT "A"

- | | |
|--|--|
| <p>1. DISMISSED</p> <p>2. Don A. Whitten and Lois Irene Whitten, Trustees of the L.O. Pullium GST Exemption Trust Restated 10/28/93
P.O. Box 22932
Oklahoma City, OK 73123</p> <p>3. Driftwood, LLC
P.O. Box 1765
Enid, OK 73702</p> <p>4. J. Marc Cottrell, Trustee of the J. Marc Cottrell Trust dated 8/24/94
P.O. Box 39
Meade, KS 67864</p> <p>5. G.B. Oil Co., LLC
P.O. Box 1673
Chickasha, OK 73023</p> <p>6. McKinley Royalty Interest
17611 Armstrong Ave.
Irvine, CA 92614</p> <p>7. Stanton L. Young Foundation, Inc
6301 N Western
Oklahoma City, OK 73118</p> <p>8. Carol Young Calder, a/k/a Carol Vickers
3303 Lee Parkway, Suite 420
Dallas, TX 75219</p> <p>9. Janice Trigg
1517 Westchester Drive
Oklahoma City, OK 73120</p> | <p>10. Jimmy L. Sala
c/o Russell A. Sala
P.O. Box 231
Fort Dick, CA 95538</p> <p>11. Russell A. Sala
P.O. Box 231
Fort Dick, CA 95538</p> <p>12. Carl A. Sala
17741 Alps Drive
Tehachapi, CA 93561</p> <p>13. Phyllis Cafky, Trustee of the Penny/Cafky/Bolton Family Trust Agreement
c/o David A. Penny
26 Bendemeer Arive
Evergreen, CO 80439</p> <p><u>ADDRESS UNKNOWN</u></p> <p>None</p> <p><u>CURATIVE KNOWN</u></p> <p>14. Mary E. Hancock
c/o Jerry C. Hancock
10424 N. McKinley
Oklahoma City, OK 73114</p> <p><u>CURATIVE ADDRESS UNKNOWN</u></p> <p>None</p> |
|--|--|

I-2011-001298 04/18/2011 10:05 am

BOOK 1245 PAGE 64

OIL AND GAS LEASE
(PAID UP)Book 1245 Page(s) 0084-0085
Fee: \$ 15.00 Doc: \$ 0.00
Tammy Millikan - Beaver County Clerk
State of Oklahoma

AGREEMENT, Made and entered into this 6th day of July, 2010 by and between David Penny, trustee of The Penny Calky Family Trust, 4285 Balsam St., Wheatridge, CO 80033, party of the first part, hereinafter called lessor (whether one or more), and Deer Basin 2008 Drilling Program L.P., P.O. Box 15205, Amarillo, TX 79105 party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten or More DOLLARS, cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee, for the sole and only purpose of exploring by geophysical and other methods, mining and operating for oil (including but not limited to distillate and condensate), gas (including casing-head gas and helium and all other constituents), and for laying pipe lines, and building tanks, power stations and structures thereon, to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of Beaver, State of Oklahoma, described as follows, to-wit; _____

All of Section 22, Township #2 North, Range 23 East Cimarron Meridian.

containing 640 acres, more or less.

It is agreed that this lease shall remain in force for a term of THREE (3) years from date (herein called primary term) and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor free of cost, in the pipe line to which it may connect its wells, the 3/16 part of all oil (including but not limited to condensate and distillate) produced and saved from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind (with all of its constituents) produced and sold or used off the leased premises, or used in the manufacture of products therefrom, 3/16 of the gross proceeds received for the gas sold, used off the premises, or in the manufacture of products therefrom, but in no event more than 3/16 of the gross proceeds received for the gas sold, used off the premises, or in the manufacture of products therefrom, but in no event more than 3/16 of the actual amount received by the lessee, said payments to be made monthly. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, lessee shall pay or tender a royalty of One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made, on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in and thereafter on the anniversary date of this lease not to exceed two consecutive years during the period such well is shut in, to the royalty owners. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lease. Lessor shall have the privilege at his risk and expense of using gas from any well, producing gas only, on the leased premises for stoves and inside lights in the principal dwelling thereon out of any surplus gas not needed for operations hereunder.

3rd. To pay lessor for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas, 3/16 of the gross proceeds, at the mouth of the well, received by lessee for the gas during the time such gas shall be used, said payments to be made monthly.

If the lessee shall commence to drill a well or commence reworking operations on an existing well within the term of this lease or an extension thereof, or on acreage pooled therewith, the lessee shall have the right to drill such well to completion or complete reworking operations with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 40 acres, or for the production primarily of gas with or without distillate more than 640 acres, provided that if any governmental regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises are located. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises as if it were covered by and included in the lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis bears to the total acreage in the unit.

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BOOK 1245 PAGE 65

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid to the lessor only in the proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from well of lessor.

When requested by the lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without written consent of the lessor.

Lessee shall pay for all damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to the heirs, executors, administrators, successors or assigns. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or such failure is the result of any such Law, Order, Rule or Regulation.

This lease shall be effective as to each lessor on execution hereof as to his or her interest and shall be binding on those signing, notwithstanding some of the lessors above named may not join in the execution hereof. The word "Lessor" as used in the lease means the party or parties who execute this lease as Lessor, although not named above.

Lessee may at any time and from time to time surrender this lease as to any part or parts of the lease premises by delivering or mailing a release thereof to lessor, or by placing a release of record in the proper County.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor by payment any mortgages, taxes or other liens on the above described lands, in the event of default or payment by lessor, and be subrogated to the rights of the holder.

Upon the expiration of the primary term hereof, this lease shall automatically terminate and expire as to all rights below the stratigraphic equivalent of 100 feet below the deepest depth drilled under the terms of this lease. If, within the primary term of this lease, lessee shall commence operations to drill or rework a well under the terms of this lease, the lessee shall have the right to drill such well to completion and/or complete reworking operations with reasonable diligence and dispatch, and if oil or gas are found in paying quantities, this lease shall terminate only as to the horizons below the deepest depth drilled.

IN TESTIMONY WHEREOF, we sign this 7 day of July, 2010.

David Penny, Trustee
David Penny, trustee of The Penny Calky Family Trust
521-86-2483

SSN or TAX ID:

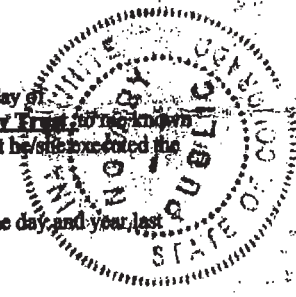
STATE OF Colorado
County of Jefferson

Before me, the undersigned, a Notary Public, in and for said County and State, on this 7 day of July, 2010, personally appeared David Penny, trustee of The Penny Calky Family Trust, known to be the identical person who executed the within and forgoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year last above written.

My commission expires: 1-2-2011

[Signature]
Notary Public



**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

UNIT CORPORATION, a Delaware
corporation, and
UNIT PETROLEUM COMPANY, an
Oklahoma corporation,

Plaintiffs,

vs.

Case No. _____

TMI MINISTRIES, a Washington
Nonprofit Corporation, KIKIALLUS
NATION, a/k/a KIKIALLUS INDIAN
NATION, a Washington Nonprofit
Corporation, KURT KANAM,
individually and as agent of Kikiallus
Indian Nation and as agent of TMI
Ministries, ORBIE MULLINS,
individually and as agent of Kikiallus
Indian Nation.

Defendants.

AFFIDAVIT OF DREW HARDING

STATE OF OKLAHOMA)
) ss:
COUNTY OF TULSA)

I, Drew Harding, under penalty of perjury, state that the following is true to the best of my personal knowledge, and, if sworn as a witness, can testify competently as follows:

1. My name is Drew Harding. I am over twenty-one years of age, of sound mind and competent to make this Affidavit. I am able to swear, as I hereby do swear, that the statements made in this Affidavit are based upon personal knowledge or



information contained in business documents in the custody of Unit Corporation and/or Unit Petroleum Company.

2. I am Associate General Counsel of Unit Corporation. Through my position and my corresponding duties, I have personal knowledge of the facts contained in this Affidavit.

3. Unit Corporation ("Unit") is an Delaware corporation with its principal place of business in Tulsa, Oklahoma. Unit Corporation is the parent company of Unit Petroleum Company ("Unit Petroleum"), an Oklahoma corporation with its principal place of business in Tulsa, Oklahoma.

4. Unit Petroleum is the operator of an oil well located in Beaver County, Oklahoma that is the subject of a sham tribal court action filed by TMI Ministries (the "Well").

5. The Well is located within a drilling unit established via an August, 2010 pooling order by the Oklahoma Corporation Commission ("Pooling Order").

6. Through the Pooling Order Unit Petroleum acquired a sixty percent (60%) interest in a certain oil and gas lease dated July 6, 2010 naming Deep Basin 2008 Drilling Program, L.P. as grantee and recorded at Book 1245, Page 64 of the real property records of Beaver County, Oklahoma (the "Deep Basin Lease") and was established as the operator of the Well.

7. Pursuant to the Pooling Order, Unit Petroleum's interest in the Well is held by production, which has not ceased.

8. On or about January 17, 2014, Unit received documents that purport to be

pleadings filed by TMI Ministries (“TMI”) in Kikiallus Tribal Court by Kurt Kanam (“Kanam”) and which bears the signature of the purported tribal court judge Orbie Mullins.

9. I have reviewed a April 15, 1975 Fund Distribution Plan for Western Washington Indians published by the United States Department of the Interior, Bureau of Indian Affairs (“Bureau”) wherein the Bureau states that the Kikiallus had ceased to exist as an identifiable tribal entity. A true and correct copy of this document is attached hereto as Exhibit A.

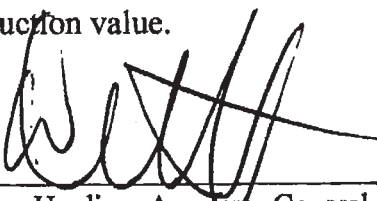
10. I have also reviewed the May 6, 2013 Federal Register Notice of Indian Entities Recognized and Eligible To Receive Services from the United States Bureau of Indian Affairs. The Kikiallus Tribe or Kikiallus Indian Nation is not listed as a federally recognized tribe. A true and correct copy of this document is attached as Exhibit B.

11. The documents from the purported Kikiallus Tribal Court allege that TMI has rights in the Well and that operation of the Well should be transferred from Unit to TMI, and further state that the “court” will enter an order against Unit transferring Well operations to TMI unless Unit shows cause within ten (10) days (i.e. January 24, 2014) why the order should not be entered.

12. The existence of such an order from this purported tribal court, whether or not registered in another court, will very likely raise uncertainty as to the ongoing validity of the Pooling Order and Unit Petroleum’s rights thereunder and will compromise Unit Petroleum’s relationship with the royalty owners, vendors, contractors, the OCC, and others who deal with Unit Petroleum as the legal operator of the Well. Further, Kanam

has acted to register with a federal district court the improper judgment of the Native Village of Karluk in as little as three (3) days from entry of the judgment in the tribal court. Thus, it is reasonable to assume that Kanam will act swiftly to register and enforce the his Kikiallus Tribal Court judgment against Unit creating further injury to Unit and Unit Petroleum, including forced shut-down of operations resulting in damages that cannot be fully calculated to Unit Petroleum's relationships with royalty owners, vendors, contractors, employees, etc. and loss of production value.


FURTHER AFFIANT SAYETH NOT.



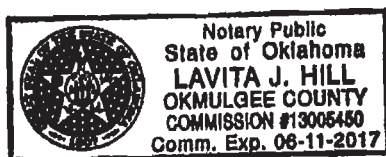
Drew Harding, Associate General Counsel
Unit Corporation

SIGNED and SWORN TO before me this 23 day of January, 2014.

(Seal)



Notary Public
My Commission Expires: _____





IN REPLY REFER TO:

United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
WASHINGTON, D. C. 20245

BUREAU OF INDIAN AFFAIRS
For Release April 15, 1975

Lovett 202-343-7445

FUND DISTRIBUTION PLANS FOR WESTERN WASHINGTON INDIANS BEING PUBLISHED

Distribution plans for judgment funds awarded to three western Washington Indian tribal groups are being published in the Federal Register. The awards, made by the Indian Claims Commission, are for additional compensation for land taken as a result of the point Elliot Treaty of 1885.

The tribes involved are the Lummi, Lower Skagit, and Kikiallus.

The Lower Skagits and the Kikiallus have ceased to exist as identifiable tribal entities so their awards will be distributed on a per capita basis among lineal descendants of the tribes as they existed in 1859. The Secretary of the Interior will publish enrollment procedures for sharing in these awards. Skagit ancestors accepted as proof of Upper Skagit descent for inclusion in that judgment roll will not be accepted as proof of Lower Skagit ancestry.

The award for the Lower Skagit Tribe is about \$75,000 and that for the Kikiallus approximately \$6,000.

The Lummi Tribe, with headquarters at Marietta, Washington, were awarded \$57,000. These funds will be held and invested by the Secretary of the Interior until a further plan for the use and distribution of the funds is approved by Congress.

All three of the plans have been approved by Congress. The effective date for the Lower Skagit and Kikiallus plans is February 18; for the Lummi plan it is March 3.

The per capita distribution to the Lower Skagit and Kikiallus descendants will be made after the completion of the rolls.

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Save Energy and You Serve America!

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Federal Register / Vol. 78, No. 87 / Monday, May 6, 2013 / Notices

Dated: April 30, 2013.
 Reed R. Murray,
 Program Director, Central Utah Project
 Completion Act, Department of the Interior.
 [FR Doc. 2013-10675 Filed 5-3-13; 8:45 am]
 BILLING CODE 4310-MN-P

DEPARTMENT OF THE INTERIOR

Fish and Wildlife Service

[FWS-R6-ES-2013-N099;
 FXES1113060000D2-123-FF06E00000]

Endangered and Threatened Wildlife and Plants; Recovery Permit Applications

AGENCY: Fish and Wildlife Service, Interior.

ACTION: Notice of availability; request for comments.

SUMMARY: We, the U.S. Fish and Wildlife Service, invite the public to comment on the following application to conduct certain activities with endangered or threatened species. With some exceptions, the Endangered Species Act of 1973, as amended (Act), prohibits activities with endangered and threatened species unless a Federal permit allows such activity. The Act requires that we invite public comment before issuing these permits.

DATES: To ensure consideration, please send your written comments by June 5, 2013.

ADDRESSES: You may submit comments or requests for copies or more information by any of the following methods. Alternatively, you may use one of the following methods to request hard copies or a CD-ROM of the documents. Please specify the permit you are interested in by number (e.g., Permit No. TE-106387).

- **Email:** permitsR6ES@fws.gov. Please refer to the respective permit number (e.g., Permit No. TE-106387) in the subject line of the message.

- **U.S. Mail:** Ecological Services, U.S. Fish and Wildlife Service, P.O. Box 25486-DFC, Denver, CO 80225

- **In-Person Drop-off, Viewing, or Pickup:** Call (303) 236-4212 to make an appointment during regular business hours at 134 Union Blvd., Suite 645, Lakewood, CO 80228.

FOR FURTHER INFORMATION CONTACT: Kathy Konishi, Permit Coordinator Ecological Services, (303) 236-4212 (phone); permitsR6ES@fws.gov (email).

SUPPLEMENTARY INFORMATION:

Background

The Act (16 U.S.C. 1531 *et seq.*) prohibits activities with endangered and

threatened species unless a Federal permit allows such activity. Along with our implementing regulations in the Code of Federal Regulations (CFR) at 50 CFR part 17, the Act provides for permits, and requires that we invite public comment before issuing these permits.

A permit granted by us under section 10(a)(1)(A) of the Act authorizes the permittee to conduct activities with United States endangered or threatened species for scientific purposes, enhancement of propagation or survival, or interstate commerce (the latter only in the event that it facilitates scientific purposes or enhancement of propagation or survival). Our regulations implementing section 10(a)(1)(A) for these permits are found at 50 CFR 17.22 for endangered wildlife species, 50 CFR 17.32 for threatened wildlife species, 50 CFR 17.62 for endangered plant species, and 50 CFR 17.72 for threatened plant species.

Application Available for Review and Comment

We invite local, State, and Federal agencies, and the public to comment on the following application. Documents and other information the applicant has submitted are available for review, subject to the requirements of the Privacy Act (5 U.S.C. 552a) and Freedom of Information Act (5 U.S.C. 552).

Permit Application Number: TE-106387

Applicant: U.S. Forest Service, Bridger-Teton National Forest, P.O. Box 220, 29 E. Freemont Lake Road, Pinedale, WY 82941

The applicant requests the renewal of an existing permit to take (capture, handle, and release) Kendall Warm Springs dace (*Rhinichthys osculus thermalis*) under permit TE-106387 for the purpose of enhancing the species' survival.

National Environmental Policy Act

In compliance with the National Environmental Policy Act (42 U.S.C. 4321 *et seq.*), we have made an initial determination that the proposed activities in this permit are categorically excluded from the requirement to prepare an environmental assessment or environmental impact statement (516 DM 6 Appendix 1, 1.4C(1)).

Public Availability of Comments

All comments and materials we receive in response to this request will be available for public inspection, by appointment, during normal business hours at the address listed in the **ADDRESSES** section of this notice.

Before including your address, phone number, email address, or other personal identifying information in your comment, you should be aware that your entire comment—including your personal identifying information—may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

Authority

We provide this notice under section 10 of the Act (16 U.S.C. 1531 *et seq.*).

Dated: April 30, 2013.

Michael G. Thabault,

Assistant Regional Director, Mountain-Prairie Region.

[FR Doc. 2013-10669 Filed 5-3-13; 8:45 am]

BILLING CODE 4310-55-P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Entities Recognized and Eligible To Receive Services From the United States Bureau of Indian Affairs

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice.

SUMMARY: This notice publishes the current list of 566 tribal entities recognized and eligible for funding and services from the Bureau of Indian Affairs by virtue of their status as Indian tribes. The list is updated from the notice published on August 10, 2012 (77 FR 47868).

FOR FURTHER INFORMATION CONTACT: Gail Veney, Bureau of Indian Affairs, Division of Tribal Government Services, Mail Stop 4513-MIB, 1849 C Street NW., Washington, DC 20240. Telephone number: (202) 513-7641.

SUPPLEMENTARY INFORMATION: This notice is published pursuant to Section 104 of the Act of November 2, 1994 (Pub. L. 103-454; 108 Stat. 4791, 4792), and in exercise of authority delegated to the Assistant Secretary—Indian Affairs under 25 U.S.C. 2 and 9 and 209 DM 8.

Published below is a list of federally acknowledged tribes in the contiguous 48 states and in Alaska.

Amendments to the list include name changes and name corrections and two additions. To aid in identifying tribal name changes, the tribe's former name is included with the new tribal name. To aid in identifying corrections, the tribe's previously listed name is included with the tribal name. We will continue to list the tribe's former or

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previously listed name for several years before dropping the former or previously listed name from the list.

The listed entities are acknowledged to have the immunities and privileges available to other federally acknowledged Indian tribes by virtue of their government-to-government relationship with the United States as well as the responsibilities, powers, limitations and obligations of such tribes. We have continued the practice of listing the Alaska Native entities separately solely for the purpose of facilitating identification of them and reference to them given the large number of complex Native names.

Dated: April 24, 2013.

Kevin Washburn,

Assistant Secretary—Indian Affairs.

Indian Tribal Entities Within the Contiguous 48 States Recognized and Eligible To Receive Services From the United States Bureau of Indian Affairs

Absentee-Shawnee Tribe of Indians of Oklahoma
 Agua Caliente Band of Cahuilla Indians of the Agua Caliente Indian Reservation, California
 Ak Chin Indian Community of the Maricopa (Ak Chin) Indian Reservation, Arizona
 Alabama-Coushatta Tribe of Texas (previously listed as the Alabama-Coushatta Tribes of Texas)
 Alabama-Quassarte Tribal Town
 Alturas Indian Rancheria, California
 Apache Tribe of Oklahoma
 Arapaho Tribe of the Wind River Reservation, Wyoming
 Aroostook Band of Micmacs (previously listed as the Aroostook Band of Micmac Indians)
 Assiniboine and Sioux Tribes of the Fort Peck Indian Reservation, Montana
 Augustine Band of Cahuilla Indians, California (previously listed as the Augustine Band of Cahuilla Mission Indians of the Augustine Reservation)
 Bad River Band of the Lake Superior Tribe of Chippewa Indians of the Bad River Reservation, Wisconsin
 Bay Mills Indian Community, Michigan
 Bear River Band of the Rohnerville Rancheria, California
 Berry Creek Rancheria of Maidu Indians of California
 Big Lagoon Rancheria, California
 Big Pine Paiute Tribe of the Owens Valley (previously listed as the Big Pine Band of Owens Valley Paiute Shoshone Indians of the Big Pine Reservation, California)
 Big Sandy Rancheria of Western Mono Indians of California (previously listed as the Big Sandy Rancheria of Mono Indians of California)

Big Valley Band of Pomo Indians of the Big Valley Rancheria, California
 Bishop Paiute Tribe (previously listed as the Paiute-Shoshone Indians of the Bishop Community of the Bishop Colony, California)
 Blackfeet Tribe of the Blackfeet Indian Reservation of Montana
 Blue Lake Rancheria, California
 Bridgeport Indian Colony (previously listed as the Bridgeport Paiute Indian Colony of California)
 Buena Vista Rancheria of Me-Wuk Indians of California
 Burns Paiute Tribe (previously listed as the Burns Paiute Tribe of the Burns Paiute Indian Colony of Oregon)
 Cabazon Band of Mission Indians, California
 Cachil DeHe Band of Wintun Indians of the Colusa Indian Community of the Colusa Rancheria, California
 Caddo Nation of Oklahoma
 Cahto Tribe of the Laytonville Rancheria
 Cahuilla Band of Mission Indians of the Cahuilla Reservation, California
 California Valley Miwok Tribe, California
 Campo Band of Diegueno Mission Indians of the Campo Indian Reservation, California
 Capitan Grande Band of Diegueno Mission Indians of California: (Barona Group of Capitan Grande Band of Mission Indians of the Barona Reservation, California; Viejas (Baron Long) Group of Capitan Grande Band of Mission Indians of the Viejas Reservation, California)
 Catawba Indian Nation (aka Catawba Tribe of South Carolina)
 Cayuga Nation
 Cedarville Rancheria, California
 Chemehuevi Indian Tribe of the Chemehuevi Reservation, California
 Cher-Ae Heights Indian Community of the Trinidad Rancheria, California
 Cherokee Nation
 Cheyenne and Arapaho Tribes, Oklahoma (previously listed as the Cheyenne-Arapaho Tribes of Oklahoma)
 Cheyenne River Sioux Tribe of the Cheyenne River Reservation, South Dakota
 Chicken Ranch Rancheria of Me-Wuk Indians of California
 Chippewa-Cree Indians of the Rocky Boy's Reservation, Montana
 Chitimacha Tribe of Louisiana
 Citizen Potawatomi Nation, Oklahoma
 Cloverdale Rancheria of Pomo Indians of California
 Cocopah Tribe of Arizona
 Coeur D'Alene Tribe (previously listed as the Coeur D'Alene Tribe of the Coeur D'Alene Reservation, Idaho)
 Cold Springs Rancheria of Mono Indians of California

Colorado River Indian Tribes of the Colorado River Indian Reservation, Arizona and California
 Comanche Nation, Oklahoma
 Confederated Salish and Kootenai Tribes of the Flathead Reservation
 Confederated Tribes and Bands of the Yakama Nation
 Confederated Tribes of Siletz Indians of Oregon (previously listed as the Confederated Tribes of the Siletz Reservation)
 Confederated Tribes of the Chehalis Reservation
 Confederated Tribes of the Colville Reservation
 Confederated Tribes of the Coos, Lower Umpqua and Siuslaw Indians
 Confederated Tribes of the Goshute Reservation, Nevada and Utah
 Confederated Tribes of the Grand Ronde Community of Oregon
 Confederated Tribes of the Umatilla Indian Reservation (previously listed as the Confederated Tribes of the Umatilla Reservation, Oregon)
 Confederated Tribes of the Warm Springs Reservation of Oregon
 Coquille Indian Tribe (previously listed as the Coquille Tribe of Oregon)
 Cortina Indian Rancheria of Wintun Indians of California
 Coushatta Tribe of Louisiana
 Cow Creek Band of Umpqua Tribe of Indians (previously listed as the Cow Creek Band of Umpqua Indians of Oregon)
 Cowlitz Indian Tribe
 Coyote Valley Band of Pomo Indians of California
 Crow Creek Sioux Tribe of the Crow Creek Reservation, South Dakota
 Crow Tribe of Montana
 Death Valley Timbi-sha Shoshone Tribe (previously listed as the Death Valley Timbi-Sha Shoshone Band of California)
 Delaware Nation, Oklahoma
 Delaware Tribe of Indians
 Dry Creek Rancheria Band of Pomo Indians, California (previously listed as the Dry Creek Rancheria of Pomo Indians of California)
 Duckwater Shoshone Tribe of the Duckwater Reservation, Nevada
 Eastern Band of Cherokee Indians
 Eastern Shawnee Tribe of Oklahoma
 Elem Indian Colony of Pomo Indians of the Sulphur Bank Rancheria, California
 Elk Valley Rancheria, California
 Ely Shoshone Tribe of Nevada
 Enterprise Rancheria of Maidu Indians of California
 Ewiiapaayp Band of Kumeyaay Indians, California
 Federated Indians of Graton Rancheria, California
 Flandreau Santee Sioux Tribe of South Dakota

Forest County Potawatomi Community, Wisconsin
 Fort Belknap Indian Community of the Fort Belknap Reservation of Montana
 Fort Bidwell Indian Community of the Fort Bidwell Reservation of California
 Fort Independence Indian Community of Paiute Indians of the Fort Independence Reservation, California
 Fort McDermitt Paiute and Shoshone Tribes of the Fort McDermitt Indian Reservation, Nevada and Oregon
 Fort McDowell Yavapai Nation, Arizona
 Fort Mojave Indian Tribe of Arizona, California & Nevada
 Fort Sill Apache Tribe of Oklahoma
 Gila River Indian Community of the Gila River Indian Reservation, Arizona
 Grand Traverse Band of Ottawa and Chippewa Indians, Michigan
 Greenville Rancheria (previously listed as the Greenville Rancheria of Maidu Indians of California)
 Grindstone Indian Rancheria of Wintun-Wailaki Indians of California
 Guidville Rancheria of California
 Habematolel Pomo of Upper Lake, California
 Hannahville Indian Community, Michigan
 Havasupai Tribe of the Havasupai Reservation, Arizona
 Ho-Chunk Nation of Wisconsin
 Hoh Indian Tribe (previously listed as the Hoh Indian Tribe of the Hoh Indian Reservation, Washington)
 Hoopa Valley Tribe, California
 Hopi Tribe of Arizona
 Hopland Band of Pomo Indians, California (formerly Hopland Band of Pomo Indians of the Hopland Rancheria, California)
 Houlton Band of Maliseet Indians
 Hualapai Indian Tribe of the Hualapai Indian Reservation, Arizona
 Iipay Nation of Santa Ysabel, California (previously listed as the Santa Ysabel Band of Diegueno Mission Indians of the Santa Ysabel Reservation)
 Inaja Band of Diegueno Mission Indians of the Inaja and Cosmit Reservation, California
 Ione Band of Miwok Indians of California
 Iowa Tribe of Kansas and Nebraska
 Iowa Tribe of Oklahoma
 Jackson Rancheria of Me-Wuk Indians of California
 Jamestown S'Klallam Tribe
 Jamul Indian Village of California
 Jena Band of Choctaw Indians
 Jicarilla Apache Nation, New Mexico
 Kaibab Band of Paiute Indians of the Kaibab Indian Reservation, Arizona
 Kalispel Indian Community of the Kalispel Reservation
 Karuk Tribe (previously listed as the Karuk Tribe of California)
 Kashia Band of Pomo Indians of the Stewarts Point Rancheria, California

Kaw Nation, Oklahoma
 Kewa Pueblo, New Mexico (previously listed as the Pueblo of Santo Domingo)
 Keweenaw Bay Indian Community, Michigan
 Kialegee Tribal Town
 Kickapoo Traditional Tribe of Texas
 Kickapoo Tribe of Indians of the Kickapoo Reservation in Kansas
 Kickapoo Tribe of Oklahoma
 Kiowa Indian Tribe of Oklahoma
 Klamath Tribes
 Koi Nation of Northern California (previously listed as the Lower Lake Rancheria, California)
 Kootenai Tribe of Idaho
 La Jolla Band of Luiseno Indians, California (previously listed as the La Jolla Band of Luiseno Mission Indians of the La Jolla Reservation)
 La Posta Band of Diegueno Mission Indians of the La Posta Indian Reservation, California
 Lac Courte Oreilles Band of Lake Superior Chippewa Indians of Wisconsin
 Lac du Flambeau Band of Lake Superior Chippewa Indians of the Lac du Flambeau Reservation of Wisconsin
 Lac Vieux Desert Band of Lake Superior Chippewa Indians of Michigan
 Las Vegas Tribe of Paiute Indians of the Las Vegas Indian Colony, Nevada
 Little River Band of Ottawa Indians, Michigan
 Little Traverse Bay Bands of Odawa Indians, Michigan
 Lone Pine Paiute-Shoshone Tribe (previously listed as the Paiute-Shoshone Indians of the Lone Pine Community of the Lone Pine Reservation, California)
 Los Coyotes Band of Cahuilla and Cupeno Indians, California (previously listed as the Los Coyotes Band of Cahuilla & Cupeno Indians of the Los Coyotes Reservation)
 Lovelock Paiute Tribe of the Lovelock Indian Colony, Nevada
 Lower Brule Sioux Tribe of the Lower Brule Reservation, South Dakota
 Lower Elwha Tribal Community (previously listed as the Lower Elwha Tribal Community of the Lower Elwha Reservation, Washington)
 Lower Sioux Indian Community in the State of Minnesota
 Lummi Tribe of the Lummi Reservation
 Lytton Rancheria of California
 Makah Indian Tribe of the Makah Indian Reservation
 Manchester Band of Pomo Indians of the Manchester Rancheria, California (previously listed as the Manchester Band of Pomo Indians of the Manchester-Point Arena Rancheria, California)

Manzanita Band of Diegueno Mission Indians of the Manzanita Reservation, California
 Mashantucket Pequot Indian Tribe (previously listed as the Mashantucket Pequot Tribe of Connecticut)
 Mashpee Wampanoag Indian Tribal Council, Inc. (previously listed as the Mashpee Wampanoag Tribe, Massachusetts)
 Match-e-be-nash-she-wish Band of Pottawatomis Indians of Michigan
 Mechoopda Indian Tribe of Chico Rancheria, California
 Menominee Indian Tribe of Wisconsin
 Mesa Grande Band of Diegueno Mission Indians of the Mesa Grande Reservation, California
 Mescalero Apache Tribe of the Mescalero Reservation, New Mexico
 Miami Tribe of Oklahoma
 Miccosukee Tribe of Indians
 Middletown Rancheria of Pomo Indians of California
 Minnesota Chippewa Tribe, Minnesota (Six component reservations: Bois Forte Band (Nett Lake); Fond du Lac Band; Grand Portage Band; Leech Lake Band; Mille Lacs Band; White Earth Band)
 Mississippi Band of Choctaw Indians
 Moapa Band of Paiute Indians of the Moapa River Indian Reservation, Nevada
 Mohegan Indian Tribe of Connecticut
 Mooretown Rancheria of Maidu Indians of California
 Morongo Band of Mission Indians, California (previously listed as the Morongo Band of Cahuilla Mission Indians of the Morongo Reservation)
 Muckleshoot Indian Tribe (previously listed as the Muckleshoot Indian Tribe of the Muckleshoot Reservation, Washington)
 Narragansett Indian Tribe
 Navajo Nation, Arizona, New Mexico & Utah
 Nez Perce Tribe (previously listed as Nez Perce Tribe of Idaho)
 Nisqually Indian Tribe (previously listed as the Nisqually Indian Tribe of the Nisqually Reservation, Washington)
 Nooksack Indian Tribe
 Northern Cheyenne Tribe of the Northern Cheyenne Indian Reservation, Montana
 Northfork Rancheria of Mono Indians of California
 Northwestern Band of Shoshoni Nation (previously listed as the Northwestern Band of Shoshoni Nation of Utah (Washakie))
 Nottawaseppi Huron Band of the Potawatomi, Michigan (previously listed as the Huron Potawatomi, Inc.)

Oglala Sioux Tribe (previously listed as the Oglala Sioux Tribe of the Pine Ridge Reservation, South Dakota)

Ohkay Owingeh, New Mexico (previously listed as the Pueblo of San Juan)

Omaha Tribe of Nebraska

Oneida Nation of New York

Oneida Tribe of Indians of Wisconsin

Onondaga Nation

Otoe-Missouria Tribe of Indians, Oklahoma

Ottawa Tribe of Oklahoma

Paiute Indian Tribe of Utah (Cedar Band of Paiutes, Kanosh Band of Paiutes, Koosharem Band of Paiutes, Indian Peaks Band of Paiutes, and Shivwits Band of Paiutes) (formerly Paiute Indian Tribe of Utah (Cedar City Band of Paiutes, Kanosh Band of Paiutes, Koosharem Band of Paiutes, Indian Peaks Band of Paiutes, and Shivwits Band of Paiutes))

Paiute-Shoshone Tribe of the Fallon Reservation and Colony, Nevada

Pala Band of Luiseno Mission Indians of the Pala Reservation, California

Pascua Yaqui Tribe of Arizona

Paskenta Band of Nomlaki Indians of California

Passamaquoddy Tribe

Pauma Band of Luiseno Mission Indians of the Pauma & Yuima Reservation, California

Pawnee Nation of Oklahoma

Pechanga Band of Luiseno Mission Indians of the Pechanga Reservation, California

Penobscot Nation (previously listed as the Penobscot Tribe of Maine)

Peoria Tribe of Indians of Oklahoma

Picayune Rancheria of Chukchansi Indians of California

Pinoleville Pomo Nation, California (previously listed as the Pinoleville Rancheria of Pomo Indians of California)

Pit River Tribe, California (includes XL Ranch, Big Bend, Likely, Lookout, Montgomery Creek and Roaring Creek Rancherias)

Poarch Band of Creeks (previously listed as the Poarch Band of Creek Indians of Alabama)

Pokagon Band of Potawatomi Indians, Michigan and Indiana

Ponca Tribe of Indians of Oklahoma

Ponca Tribe of Nebraska

Port Gamble S'Klallam Tribe (previously listed as the Port Gamble Band of S'Klallam Indians)

Potter Valley Tribe, California

Prairie Band Potawatomi Nation (previously listed as the Prairie Band of Potawatomi Nation, Kansas)

Prairie Island Indian Community in the State of Minnesota

Pueblo of Acoma, New Mexico

Pueblo of Cochiti, New Mexico

Pueblo of Isleta, New Mexico

Pueblo of Jemez, New Mexico

Pueblo of Laguna, New Mexico

Pueblo of Nambe, New Mexico

Pueblo of Picuris, New Mexico

Pueblo of Pojoaque, New Mexico

Pueblo of San Felipe, New Mexico

Pueblo of San Ildefonso, New Mexico

Pueblo of Sandia, New Mexico

Pueblo of Santa Ana, New Mexico

Pueblo of Santa Clara, New Mexico

Pueblo of Taos, New Mexico

Pueblo of Tesuque, New Mexico

Pueblo of Zia, New Mexico

Puyallup Tribe of the Puyallup Reservation

Pyramid Lake Paiute Tribe of the Pyramid Lake Reservation, Nevada

Quartz Valley Indian Community of the Quartz Valley Reservation of California

Quechan Tribe of the Fort Yuma Indian Reservation, California & Arizona

Quileute Tribe of the Quileute Reservation

Quinault Indian Nation (previously listed as the Quinault Tribe of the Quinault Reservation, Washington)

Ramona Band of Cahuilla, California (previously listed as the Ramona Band or Village of Cahuilla Mission Indians of California)

Red Cliff Band of Lake Superior Chippewa Indians of Wisconsin

Red Lake Band of Chippewa Indians, Minnesota

Redding Rancheria, California

Redwood Valley or Little River Band of Pomo Indians of the Redwood Valley Rancheria California (previously listed as the Redwood Valley Rancheria of Pomo Indians of California)

Reno-Sparks Indian Colony, Nevada

Resighini Rancheria, California

Rincon Band of Luiseno Mission Indians of the Rincon Reservation, California

Robinson Rancheria Band of Pomo Indians, California (previously listed as the Robinson Rancheria of Pomo Indians of California)

Rosebud Sioux Tribe of the Rosebud Indian Reservation, South Dakota

Round Valley Indian Tribes, Round Valley Reservation, California (previously listed as the Round Valley Indian Tribes of the Round Valley Reservation, California)

Sac & Fox Nation of Missouri in Kansas and Nebraska

Sac & Fox Nation, Oklahoma

Sac & Fox Tribe of the Mississippi in Iowa

Saginaw Chippewa Indian Tribe of Michigan

Saint Regis Mohawk Tribe (previously listed as the St. Regis Band of Mohawk Indians of New York)

Salt River Pima-Maricopa Indian Community of the Salt River Reservation, Arizona

Samish Indian Nation (previously listed as the Samish Indian Tribe, Washington)

San Carlos Apache Tribe of the San Carlos Reservation, Arizona

San Juan Southern Paiute Tribe of Arizona

San Manuel Band of Mission Indians, California (previously listed as the San Manuel Band of Serrano Mission Indians of the San Manuel Reservation)

San Pasqual Band of Diegueno Mission Indians of California

Santa Rosa Band of Cahuilla Indians, California (previously listed as the Santa Rosa Band of Cahuilla Mission Indians of the Santa Rosa Reservation)

Santa Rosa Indian Community of the Santa Rosa Rancheria, California

Santa Ynez Band of Chumash Mission Indians of the Santa Ynez Reservation, California

Santee Sioux Nation, Nebraska

Sauk-Suiattle Indian Tribe

Sault Ste. Marie Tribe of Chippewa Indians, Michigan

Scotts Valley Band of Pomo Indians of California

Seminole Tribe of Florida (previously listed as the Seminole Tribe of Florida (Dania, Big Cypress, Brighton, Hollywood & Tampa Reservations))

Seneca Nation of Indians (previously listed as the Seneca Nation of New York)

Seneca-Cayuga Tribe of Oklahoma

Shakopee Mdewakanton Sioux Community of Minnesota

Shawnee Tribe

Sherwood Valley Rancheria of Pomo Indians of California

Shingle Springs Band of Miwok Indians, Shingle Springs Rancheria (Verona Tract), California

Shinnecock Indian Nation

Shoalwater Bay Indian Tribe of the Shoalwater Bay Indian Reservation (previously listed as the Shoalwater Bay Tribe of the Shoalwater Bay Indian Reservation, Washington)

Shoshone Tribe of the Wind River Reservation, Wyoming

Shoshone-Bannock Tribes of the Fort Hall Reservation

Shoshone-Paiute Tribes of the Duck Valley Reservation, Nevada

Sisseton-Wahpeton Oyate of the Lake Traverse Reservation, South Dakota

Skokomish Indian Tribe (previously listed as the Skokomish Indian Tribe of the Skokomish Reservation, Washington)

Skull Valley Band of Goshute Indians of Utah

Smith River Rancheria, California

<p>Snoqualmie Indian Tribe (previously listed as the Snoqualmie Tribe, Washington)</p> <p>Soboba Band of Luiseno Indians, California</p> <p>Sokaogon Chippewa Community, Wisconsin</p> <p>Southern Ute Indian Tribe of the Southern Ute Reservation, Colorado</p> <p>Spirit Lake Tribe, North Dakota</p> <p>Spokane Tribe of the Spokane Reservation</p> <p>Squaxin Island Tribe of the Squaxin Island Reservation</p> <p>St. Croix Chippewa Indians of Wisconsin</p> <p>Standing Rock Sioux Tribe of North & South Dakota</p> <p>Stillaguamish Tribe of Indians of Washington (previously listed as the Stillaguamish Tribe of Washington)</p> <p>Stockbridge Munsee Community, Wisconsin</p> <p>Summit Lake Paiute Tribe of Nevada</p> <p>Suquamish Indian Tribe of the Port Madison Reservation</p> <p>Susanville Indian Rancheria, California</p> <p>Swinomish Indians of the Swinomish Reservation of Washington</p> <p>Sycuan Band of the Kumeyaay Nation</p> <p>Table Mountain Rancheria of California</p> <p>Tejon Indian Tribe</p> <p>Te-Moak Tribe of Western Shoshone Indians of Nevada (Four constituent bands: Battle Mountain Band; Elko Band; South Fork Band and Wells Band)</p> <p>The Chickasaw Nation</p> <p>The Choctaw Nation of Oklahoma</p> <p>The Modoc Tribe of Oklahoma</p> <p>The Muscogee (Creek) Nation</p> <p>The Osage Nation (previously listed as the Osage Tribe)</p> <p>The Quapaw Tribe of Indians</p> <p>The Seminole Nation of Oklahoma</p> <p>Thlopthlocco Tribal Town</p> <p>Three Affiliated Tribes of the Fort Berthold Reservation, North Dakota</p> <p>Tohono O'odham Nation of Arizona</p> <p>Tonawanda Band of Seneca (previously listed as the Tonawanda Band of Seneca Indians of New York)</p> <p>Tonkawa Tribe of Indians of Oklahoma</p> <p>Tonto Apache Tribe of Arizona</p> <p>Torres Martinez Desert Cahuilla Indians, California (previously listed as the Torres-Martinez Band of Cahuilla Mission Indians of California)</p> <p>Tulalip Tribes of Washington (previously listed as the Tulalip Tribes of the Tulalip Reservation, Washington)</p> <p>Tule River Indian Tribe of the Tule River Reservation, California</p> <p>Tunica-Biloxi Indian Tribe</p> <p>Tuolumne Band of Me-Wuk Indians of the Tuolumne Rancheria of California</p> <p>Turtle Mountain Band of Chippewa Indians of North Dakota</p>	<p>Tuscarora Nation</p> <p>Twenty-Nine Palms Band of Mission Indians of California</p> <p>United Auburn Indian Community of the Auburn Rancheria of California</p> <p>United Keetoowah Band of Cherokee Indians in Oklahoma</p> <p>Upper Sioux Community, Minnesota</p> <p>Upper Skagit Indian Tribe</p> <p>Ute Indian Tribe of the Uintah & Ouray Reservation, Utah</p> <p>Ute Mountain Tribe of the Ute Mountain Reservation, Colorado, New Mexico & Utah</p> <p>Utu Utu Gwaitu Paiute Tribe of the Benton Paiute Reservation, California</p> <p>Walker River Paiute Tribe of the Walker River Reservation, Nevada</p> <p>Wampanoag Tribe of Gay Head (Aquinnah)</p> <p>Washoe Tribe of Nevada & California (Carson Colony, Dresslerville Colony, Woodfords Community, Stewart Community, & Washoe Ranches)</p> <p>White Mountain Apache Tribe of the Fort Apache Reservation, Arizona</p> <p>Wichita and Affiliated Tribes (Wichita, Keechi, Waco & Tawakonie), Oklahoma</p> <p>Wilton Rancheria, California</p> <p>Winnebago Tribe of Nebraska</p> <p>Winnemucca Indian Colony of Nevada</p> <p>Wiyot Tribe, California (previously listed as the Table Bluff Reservation—Wiyot Tribe)</p> <p>Wyandotte Nation</p> <p>Yankton Sioux Tribe of South Dakota</p> <p>Yavapai-Apache Nation of the Camp Verde Indian Reservation, Arizona</p> <p>Yavapai-Prescott Indian Tribe (previously listed as the Yavapai-Prescott Tribe of the Yavapai Reservation, Arizona)</p> <p>Yerington Paiute Tribe of the Yerington Colony & Campbell Ranch, Nevada</p> <p>Yocha Dehe Wintun Nation, California (previously listed as the Rumsey Indian Rancheria of Wintun Indians of California)</p> <p>Yomba Shoshone Tribe of the Yomba Reservation, Nevada</p> <p>Ysleta Del Sur Pueblo of Texas</p> <p>Yurok Tribe of the Yurok Reservation, California</p> <p>Zuni Tribe of the Zuni Reservation, New Mexico</p> <p>Native Entities Within the State of Alaska Recognized and Eligible To Receive Services From the United States Bureau of Indian Affairs</p> <p>Agdaagux Tribe of King Cove</p> <p>Akiachak Native Community</p> <p>Akiak Native Community</p> <p>Alatna Village</p> <p>Algaaciq Native Village (St. Mary's)</p> <p>Allakaket Village</p> <p>Angoon Community Association</p> <p>Anvik Village</p>	<p>Arctic Village (See Native Village of Venetie Tribal Government)</p> <p>Asa'carsarmiut Tribe</p> <p>Atkasuk Village (Atkasook)</p> <p>Beaver Village</p> <p>Birch Creek Tribe</p> <p>Central Council of the Tlingit & Haida Indian Tribes</p> <p>Chalkyitsik Village</p> <p>Cheesh-Na Tribe (previously listed as the Native Village of Chistochina)</p> <p>Chevak Native Village</p> <p>Chickaloon Native Village</p> <p>Chignik Bay Tribal Council (previously listed as the Native Village of Chignik)</p> <p>Chignik Lake Village</p> <p>Chilkat Indian Village (Klukwan)</p> <p>Chilkoot Indian Association (Haines)</p> <p>Chinik Eskimo Community (Golovin)</p> <p>Chuloonawick Native Village</p> <p>Circle Native Community</p> <p>Craig Tribal Association (previously listed as the Craig Community Association)</p> <p>Curyung Tribal Council</p> <p>Douglas Indian Association</p> <p>Egegik Village</p> <p>Eklutna Native Village</p> <p>Ekwok Village</p> <p>Emmonak Village</p> <p>Evansville Village (aka Bettles Field)</p> <p>Galena Village (aka Loudon Village)</p> <p>Gulkana Village</p> <p>Healy Lake Village</p> <p>Holy Cross Village</p> <p>Hoonah Indian Association</p> <p>Hughes Village</p> <p>Huslia Village</p> <p>Hydaburg Cooperative Association</p> <p>Igiugig Village</p> <p>Inupiat Community of the Arctic Slope</p> <p>Iqurmuit Traditional Council</p> <p>Ivanoff Bay Village</p> <p>Kaguyak Village</p> <p>Kaktovik Village (aka Barter Island)</p> <p>Kasigluk Traditional Elders Council</p> <p>Kenaitze Indian Tribe</p> <p>Ketchikan Indian Corporation</p> <p>King Island Native Community</p> <p>King Salmon Tribe</p> <p>Klawock Cooperative Association</p> <p>Knik Tribe</p> <p>Kokhanok Village</p> <p>Koyukuk Native Village</p> <p>Levelock Village</p> <p>Lime Village</p> <p>Manley Hot Springs Village</p> <p>Manokotak Village</p> <p>McGrath Native Village</p> <p>Mentasta Traditional Council</p> <p>Metlakatla Indian Community, Annette Island Reserve</p> <p>Naknek Native Village</p> <p>Native Village of Afognak</p> <p>Native Village of Akhiok</p> <p>Native Village of Akutan</p> <p>Native Village of Aleknagik</p> <p>Native Village of Ambler</p> <p>Native Village of Atka</p>
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Native Village of Barrow Inupiat
Traditional Government
Native Village of Belkofski
Native Village of Brevig Mission
Native Village of Buckland
Native Village of Cantwell
Native Village of Chenega (aka Chanega)
Native Village of Chignik Lagoon
Native Village of Chitina
Native Village of Chuathbaluk (Russian
Mission, Kuskokwim)
Native Village of Council
Native Village of Deering
Native Village of Diomedea (aka Inalik)
Native Village of Eagle
Native Village of Eek
Native Village of Ekuk
Native Village of Elim
Native Village of Eyak (Cordova)
Native Village of False Pass
Native Village of Fort Yukon
Native Village of Gakona
Native Village of Gambell
Native Village of Georgetown
Native Village of Goodnews Bay
Native Village of Hamilton
Native Village of Hooper Bay
Native Village of Kanatak
Native Village of Karluk
Native Village of Kiana
Native Village of Kipnuk
Native Village of Kivalina
Native Village of Kluti Kaah (aka Copper
Center)
Native Village of Kobuk
Native Village of Kongiganak
Native Village of Kotzebue
Native Village of Koyuk
Native Village of Kwigillingok
Native Village of Kwinhagak (aka
Quinhagak)
Native Village of Larsen Bay
Native Village of Marshall (aka Fortuna
Ledge)
Native Village of Mary's Igloo
Native Village of Mekoryuk
Native Village of Minto
Native Village of Nanwalek (aka English
Bay)
Native Village of Napaimute
Native Village of Napakiak
Native Village of Napaskiak
Native Village of Nelson Lagoon
Native Village of Nightmute
Native Village of Nikolski
Native Village of Noatak
Native Village of Nuiqsut (aka Nooiksut)
Native Village of Nunam Iqua
(previously listed as the Native
Village of Sheldon's Point)
Native Village of Nunapitchuk
Native Village of Ouzinkie
Native Village of Paimiut
Native Village of Perryville
Native Village of Pilot Point
Native Village of Pitka's Point
Native Village of Point Hope
Native Village of Point Lay
Native Village of Port Graham

Native Village of Port Heiden
Native Village of Port Lions
Native Village of Ruby
Native Village of Saint Michael
Native Village of Savoonga
Native Village of Scammon Bay
Native Village of Selawik
Native Village of Shaktoolik
Native Village of Shishmaref
Native Village of Shungnak
Native Village of Stevens
Native Village of Tanacross
Native Village of Tanana
Native Village of Tatitlek
Native Village of Tazlina
Native Village of Teller
Native Village of Tetlin
Native Village of Tuntutuliak
Native Village of Tununak
Native Village of Tyonek
Native Village of Unalakleet
Native Village of Unga
Native Village of Venetie Tribal
Government (Arctic Village and
Village of Venetie)
Native Village of Wales
Native Village of White Mountain
Nenana Native Association
New Koliganek Village Council
New Stuyahok Village
Newhalen Village
Newtok Village
Nikolai Village
Ninilchik Village
Nome Eskimo Community
Nondalton Village
Noorvik Native Community
Northway Village
Nulato Village
Nunakauyarmiut Tribe
Organized Village of Grayling (aka
Holikachuk)
Organized Village of Kake
Organized Village of Kasaan
Organized Village of Kwethluk
Organized Village of Saxman
Orutsararmiut Native Village (aka
Bethel)
Oscarville Traditional Village
Pauloff Harbor Village
Pedro Bay Village
Petersburg Indian Association
Pilot Station Traditional Village
Platinum Traditional Village
Portage Creek Village (aka Ohgsenakale)
Pribilof Islands Aleut Communities of
St. Paul & St. George Islands
Qagan Tayagungin Tribe of Sand Point
Village
Qawalangin Tribe of Unalaska
Rampart Village
Saint George Island (See Pribilof Islands
Aleut Communities of St. Paul & St.
George Islands)
Saint Paul Island (See Pribilof Islands
Aleut Communities of St. Paul & St.
George Islands)
Seldovia Village Tribe
Shageluk Native Village

Sitka Tribe of Alaska
Skagway Village
South Naknek Village
Stebbins Community Association
Sun'aq Tribe of Kodiak (previously
listed as the Shoonaq' Tribe of
Kodiak)
Takotna Village
Tangirnaq Native Village (formerly
Lesnoi Village (aka Woody Island))
Telida Village
Traditional Village of Togiak
Tuluksak Native Community
Twin Hills Village
Ugashik Village
Umkumiut Native Village (previously
listed as Umkumiute Native Village)
Village of Alakanuk
Village of Anaktuvuk Pass
Village of Aniak
Village of Atmautluak
Village of Bill Moore's Slough
Village of Chefornek
Village of Clarks Point
Village of Crooked Creek
Village of Dot Lake
Village of Iliamna
Village of Kalskag
Village of Kaltag
Village of Kotlik
Village of Lower Kalskag
Village of Ohogamiut
Village of Old Harbor
Village of Red Devil
Village of Salamatoff
Village of Sleetmute
Village of Solomon
Village of Stony River
Village of Venetie (See Native Village of
Venetie Tribal Government)
Village of Wainwright
Wrangell Cooperative Association
Yakutat Tlingit Tribe
Yupit of Andreafski

[FR Doc. 2013-10649 Filed 5-3-13; 8:45 am]

BILLING CODE 4310-4J-P

DEPARTMENT OF THE INTERIOR**Bureau of Land Management**[LLCON00000 L10200000
DF0000.LXSS080C0000]**Notice of Public Meeting Location
Change, Northwest Colorado Resource
Advisory Council Meeting****AGENCY:** Bureau of Land Management,
Interior.**ACTION:** Notice of Public Meeting**SUMMARY:** In accordance with the
Federal Land Policy and Management
Act and the Federal Advisory
Committee Act of 1972, the U.S.
Department of the Interior, Bureau of
Land Management (BLM) Northwest
Colorado Resource Advisory Council

JS 44 (Rev. 11/04)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

KONIAG, INC.

(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

James E. Torgerson, John R. Evans (Stoel Rives LLP)
510 L Street, Suite 500, Anchorage, AK 99501

DEFENDANTS

KURT KANAM, individually and as Tribal Attorney for the Native Village of Karluk, and ORBIE MULLINS, individually and as Village of Karluk Tribal Court Judge for the Karluk Tribal Court for the Native Village of Karluk

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input checked="" type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395m) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Federal Common Law governing Tribal Court Jurisdiction

Brief description of cause: Action for injunctive relief

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

EXHIBIT

3

James E. Torgerson (Bar No. 8509120)
John R. Evans (Bar No. 1005035)
STOEL RIVES LLP
510 L Street, Suite 500
Anchorage, AK 99501
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jrevans@stoel.com

Attorneys for Plaintiff
Koniag, Inc.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

KONIAG, INC., an Alaska corporation,
Plaintiff,

Case No.: 3:12-cv-00077-JWS

VERIFIED COMPLAINT

v.

KURT KANAM, individually and as Tribal
Attorney for the Native Village of Karluk, and
ORBIE MULLINS, individually and as Village
of Karluk Tribal Court Judge for the Karluk
Tribal Court for the Native Village of Karluk,

Defendants.

I. NATURE OF THE CASE

1. Koniag, Inc. (Koniag) brings this action for injunctive and other prospective relief to prevent Kurt Kanam, individually and as Tribal Attorney for the Native Village of Karluk, and the Honorable Orbie Mullins, individually and as Village of Karluk Tribal Court Judge, for The Karluk Tribal Court For the Native Village of Karluk (Kurt Kanam and Orbie Mullins are the “Defendants” and either one of them is a “Defendant”), and individuals and entities affiliated with and acting in concert with either Defendant from violating federal law by unlawfully exercising jurisdiction in the Karluk Tribal Court over Koniag in the Karluk Tribal Court case

styled *The Native Village of Karluk, Plaintiff, against Koniag Corporation, Defendant*, Cause
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No. 3-19-12-1. The unlawful actions of Defendants are evidenced in part by an Original Complaint for Declaratory Judgment and Affidavit in Support executed by Defendant Kanam and Order to Show Cause executed by Defendant Mullins ordering Koniag “to show cause within 20 days [of March 19, 2012] and by 4-20-2012 date why this court should not grant Plaintiff’s requested relief.” The Plaintiff in said Complaint and Order to Show Cause is the Native Village of Karluk. A copy of the Complaint, Order to Show Cause, Proposed Declaratory Judgment, Summons and related documents received by Koniag (collectively, the Karluk Tribal Court Documents) are attached to the Declaration of John Evans, which is Exhibit A to this Complaint.¹

2. The Proposed Declaratory Judgment served on Koniag declares that the Native Village of Karluk is entitled to unspecified “awards” against Koniag and directs that the “The Federal District Court is obliged to register the Declaratory Order of this court under the Uniform Foreign Judgments Act.”

3. Without temporary, preliminary, and permanent prospective prohibitory, and if necessary mandatory, injunctive relief, Defendants’ illegal conduct will subject Koniag to the jurisdiction of the Karluk Tribal Court in violation of federal law and subject Koniag to irreparable injury and harm and immeasurable and unspecified monetary damages.

II. THE PARTIES

4. Koniag is an Alaska corporation with its principal place of business on Kodiak Island, Alaska.

¹ The Karluk Tribal Court Documents are Exhibit A-1 to the Declaration of John Evans (Evans Decl.). Exhibit A-2 to the Evans Decl. is the March 30, 2012 “Response to Bar Application” issued by the Karluk Tribal Court.

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5. On information and belief, Koniag alleges that the “Koniag Corporation” so named in the Original Complaint for Declaratory Judgment and Affidavit in Support, Proposed Declaratory Judgment, Summons, and Order to Show Cause means Koniag, the Plaintiff in this action.

6. Koniag is an Alaska Native Regional Corporation established pursuant to section 7 of the Alaska Native Claims Settlement Act of 1971 (ANCSA), 43 U.S.C. § 1606(d).

7. Koniag is not a member of the Native Village of Karluk.

8. The Native Village of Karluk is not a Koniag shareholder.

9. The Native Village of Karluk is not a regional or village corporation under section 8 of ANCSA, 43 U.S.C. § 1607(a).

10. The Native Village of Karluk is a federally recognized Indian tribe.

11. The Native Village of Karluk is located on Kodiak Island, Alaska.

12. The Karluk Tribal Court for the Native Village of Karluk is an instrumentality and agency of the Native Village of Karluk.

13. The United States does not hold land in trust for the Native Village of Karluk.

14. The Native Village of Karluk does not currently have a reservation recognized as such by the United States.

15. Kurt Kanam is an individual and, in his official capacity, Tribal Attorney for the Native Village of Karluk.

16. The Original Complaint for Declaratory Judgment executed by Kurt Kanam includes as Attachment A substantially identical affidavits by 14 persons claiming to be “eligible voting member[s] of the Native Village of Karluk” made under the laws of the State of Alaska, notarized by an Alaska notary, and asserting each affiant’s “vote” among other things for “return

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of the Old Karluk Reservations lands to the exclusive jurisdiction of the Native Village of Karluk.”

17. The Old Karluk Reservation referenced in said affidavits was located on Kodiak Island, Alaska.

18. Orbie Mullins is an individual and, in his official capacity, Village of Karluk Tribal Court Judge, for The Karluk Tribal Court for the Native Village of Karluk.

19. Koniag received copies of the Karluk Tribal Court Documents on March 27, 2012.

III. JURISDICTION AND VENUE

20. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 because among other matters Koniag’s cause of action is based on questions of federal law, including federal common law of tribal jurisdiction over non-members and ANCSA.

21. Venue is appropriate in this court pursuant to 28 U.S.C. § 1391.

IV. GENERAL ALLEGATIONS

22. Koniag’s business and other transactions with the Native Village of Karluk do not have a nexus to matters described in the Original Complaint for Declaratory Judgment executed by Kurt Kanam, Defendant Kanam’s Proposed Declaratory Judgment, or Order to Show Cause executed by Defendant Orbie Mullins.

23. Koniag has had no consensual relationship with Kurt Kanam, Orbie Mullins or the Native Village of Karluk “of the qualifying kind,” *Strate v. A-1 Contractors*, 520 U.S. 438, 457 (1997), that establishes a nexus to matters described in the Original Complaint for Declaratory Judgment executed by Kurt Kanam, Defendant Kanam’s Proposed Declaratory Judgment or Order to Show Cause executed by Defendant Orbie Mullins.

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24. Koniag has not taken any action that authorizes the exercise of Native Village of Karluk Tribal Court jurisdiction under federal law, including *Montana v. United States*, 450 U.S. 544 (1981).

25. Koniag has not consented to jurisdiction in the Tribal Court for the Native Village of Karluk as to matters described in the Original Complaint for Declaratory Judgment executed by Kurt Kanam, Defendant Kanam's Proposed Declaratory Judgment or Order to Show Cause executed by Defendant Orbie Mullins.

26. Defendants' assertion of jurisdiction over Koniag is "presumptively invalid." *Atkinson Trading Co, Inc. v. Shirley*, 532 U.S. 645, 659 (2001) (where the party subject to that presumption "fail[s] to establish" the basis for tribal court jurisdiction over a non-member, "the presumption ripens into a holding").

27. The Old Karluk Reservation referenced in affidavits attached to Original Complaint for Declaratory Judgment as Attachment A was revoked by Congress by enactment of 43 U.S.C. § 1618(a) of ANCSA.

28. The Native Village of Karluk does not exercise territorial jurisdiction over any federally recognized Indian reservation or Indian trust allotment that is relevant to the Original Complaint for Declaratory Judgment executed by Kurt Kanam, Defendant Kanam's Proposed Declaratory Judgment or Order to Show Cause executed by Defendant Orbie Mullins.

29. Under the decision of the United States Supreme Court in *Alaska v. Native Village of Venetie Tribal Government*, 522 U.S. 520, 527 (1998), where an Indian reservation and Indian allotments held in trust are not at issue, tribal "Indian country" jurisdiction "depends on whether [land] falls within the 'dependent Indian communities' prong of" 18 U.S.C. § 1151. To qualify as "dependent Indian communities," lands must "satisfy two requirements—first, they must have

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been set aside by the Federal Government for the use of the Indians as Indian land; second, they must be under federal superintendence.” 522 U.S. at 527.

30. The Native Village of Karluk does not exercise territorial jurisdiction over any “dependent Indian communit[y]” that is relevant to Original Complaint for Declaratory Judgment executed by Kurt Kanam, Defendant Kanam’s Proposed Declaratory Judgment or Order to Show Cause executed by Defendant Orbie Mullins.

31. On March 19, 2012, Kurt Kanam signed, as Karluk Tribal Attorney, the Original Complaint for Declaratory Judgment, including Affidavit in Support, in the case styled The Native Village of Karluk, Plaintiff, against Koniag Corporation, Defendant, Cause No. 3-19-12-1.

32. The court whose jurisdiction is invoked for Original Complaint for Declaratory Judgment Cause No. 3-19-12-1 is identified as “The Karluk Tribal Court For the Native Village of Karluk.”

33. A copy of the Original Complaint for Declaratory Judgment, The Native Village of Karluk, Plaintiff, against Koniag Corporation, Defendant., Cause No. 3-19-12-1, served upon Koniag bears a stamp, stating, “Filed March 19, 2012, Karluk Tribal Court.”

34. A Summons in the Karluk Tribal Court case styled The Native Village of Karluk, Plaintiff, against Koniag Corporation, Defendant, Cause No. 3-19-12-1 is stamped “Filed March 19, 2012, Karluk Tribal Court” shows a signature over a line stating “Clerk of Court”.

35. The Summons described in the preceding paragraph states in part: “Within 21 days after service of this summons on you (not counting the day received it) . . . you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal

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Rules of Civil Procedure.” The Summons also states in part: “If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.”

36. An Order to Show Cause in the Karluk Tribal Court case styled The Native Village of Karluk, Plaintiff, against Koniag Corporation, Defendant, Cause No. 3-19-12-1 showing the signature of Orbie Mullins, Village of Karluk Tribal Court Judge, states in part: “Done 3-19-2012” and bears a statement “Filed March 19, 2012, Karluk Tribal Court”.

37. The Order to Show Cause described in the preceding paragraph “orders the defendant to show cause within 20 days and by 4-20-2012 date why this court should not grant Plaintiff’s request for relief.”

38. The Original Complaint for Declaratory Judgment and a Proposed Declaratory Judgment served upon Koniag describe “Plaintiff’s [Native Village of Karluk’s] request for relief.”

39. No right of appeal is available to Koniag to any Alaska state or federal court to control the unlawful exercise of jurisdiction by the Karluk Tribal Court for the Native Village of Karluk as to matters described in the Original Complaint for Declaratory Judgment, Order to Show Cause or Proposed Declaratory Judgment.

V. CAUSES OF ACTION

First Cause of Action

Violation of Federal Common Law of Tribal Court Jurisdiction

40. Koniag re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 39.

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41. Defendants, acting for and on behalf of the Native Village of Karluk, are engaged in a course of conduct that is intended to, that has, and that threatens to continue to assert civil jurisdiction of the Karluk Tribal Court for the Native Village of Karluk over Koniag.

42. Federal common law provides that Koniag can sue the Defendants in both their individual and official capacities in circumstances such as those here. *Ex Parte Young*, 209 U.S. 123 (1908).

43. Federal common law provides that imposition of tribal jurisdiction over non-members is presumptively invalid.

44. Federal law places the burden of proving such jurisdiction on those asserting tribal jurisdiction over non-members.

45. Federal common law provides that when those asserting tribal jurisdiction over non-members fail to establish a basis for the exercise of such jurisdiction, the presumption against such jurisdiction ripens into a holding.

46. Koniag does not bear the burden of proving it is exempt from jurisdiction of the Karluk Tribal Court for the Native Village of Karluk.

47. Koniag has not consented to suit in the Karluk Tribal Court for the Native Village of Karluk as to matters described in the Original Complaint for Declaratory Judgment, Order to Show Cause or Proposed Declaratory Judgment.

48. There is no basis under federal common law for assertion by Kurt Kanam, Orbie Mullins or the Native Village of Karluk of jurisdiction by the Karluk Tribal Court for the Native Village of Karluk over Koniag as to matters described in the Original Complaint for Declaratory Judgment, Order to Show Cause or Proposed Declaratory Judgment.

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49. The Defendants' actions asserting jurisdiction of the Karluk Tribal Court for the Native Village of Karluk over Koniag violate Koniag's federal common law right to be free of such jurisdiction.

50. No right of appeal and no writ of mandamus or writ of prohibition is available to Koniag to any court of the State of Alaska or to any federal court to control the unlawful exercise of jurisdiction by the Karluk Tribal Court for the Native Village of Karluk as to matters described in the Original Complaint for Declaratory Judgment, Order to Show Cause or Proposed Declaratory Judgment.

VI. REQUEST FOR RELIEF

WHEREFORE, Koniag requests the following relief:

1. Entry of temporary, preliminary and permanent prospective injunctive relief prohibiting Defendants, their agents, servants, employees and all others acting in active concert and participation with Defendants from directly retaining, exercising or threatening to retain or exercise jurisdiction of or by the Karluk Tribal Court for the Native Village of Karluk over Koniag as to matters described in the Original Complaint for Declaratory Judgment, Order to Show Cause, Proposed Declaratory Judgment or Summons in Karluk Tribal Court case *The Native Village of Karluk, Plaintiff, against Koniag Corporation, Defendant*, Cause No. 3-19-12-1;

2. Entry of preliminary and permanent prospective mandatory injunctive relief, if and to the extent necessary, requiring Defendants, their agents, servants, employees and all others acting in active concert and participation with Defendants, to dismiss with prejudice Karluk Tribal Court case *The Native Village of Karluk, Plaintiff, against Koniag Corporation*,

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Defendant, Cause No. 3-19-12-1, not later than ten (10) days after this Court's order requiring such action; and

3. Such other and further relief as the Court deems just and equitable.

DATED: April 9, 2012

STOEL RIVES LLP

By: /s/ James E. Torgerson

JAMES E. TORGERSON

(BAR NO. 8509120)

JOHN R. EVANS (BAR NO. 1005035)

Attorneys for Plaintiff
Koniag, Inc.

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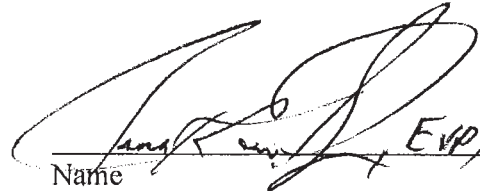
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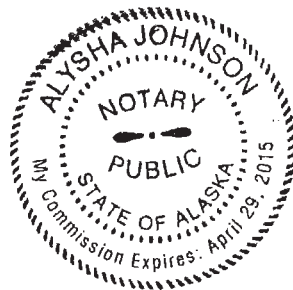
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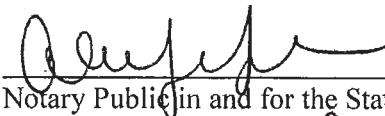
VERIFICATION

I, Jim Erickson, having been duly sworn depose and state that I have read the foregoing Verified Complaint for Injunctive Relief, and that the information stated therein is factual and true, and those factual matters that are stated upon information and belief are believed to be true.


Name Jim Erickson EJP/KFO

SUBSCRIBED AND SWORN to or affirmed this ____ day of April, 2012, in Anchorage, Alaska.




Notary Public in and for the State of Alaska
My Commission expires: April 29, 2015

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

KONIAG, INC., an Alaska Corporation,
and MICHAEL P. O'CONNELL, an
individual,

Plaintiffs,

v.

KURT KANAM, individually and as Tribal
Attorney for the Native Village of Karluk,
and ORBIE MULLINS, individually and as
Village of Karluk Tribal Court Judge for
the Karluk Tribal Court for the Native
Village of Karluk,

Defendants.

Case No. 3:12-cv-00077-SLG

DECISION AND ORDER GRANTING PRELIMINARY INJUNCTION

Koniag, Inc. instituted this action on April 9, 2012.¹ That same day, Koniag filed a Motion for a Temporary Restraining Order and Preliminary Injunction.² Koniag seeks an order that would enjoin the tribal attorney and judge of the Karluk Tribal Court from proceeding in the tribal court against Koniag and from attempting or threatening to record or enforce any order or judgment of the Karluk Tribal Court against Koniag. Koniag appended to its motion a number of Karluk Tribal Court documents, including a document entitled Original Complaint for Declaratory Judgment that was filed in the Karluk Tribal Court case entitled *The Native Village of Karluk, Plaintiff, v. Koniag*

¹ Compls. (Docket 1, Docket 2).

² Docket 5.

Corporation, Defendant, Cause No. 3-19-12-1.³ In that case, the Native Village of Karluk seeks an order from the tribal court that its voting members be “de-merged” from the Koniag Corporation. The Native Village of Karluk maintains that it is entitled to “the same awards as the other parties who were fraudulently misled” by the Koniag Corporation in a 1984 state court proceeding.⁴

On April 11, 2012, this court entered an order denying Koniag’s request for a temporary restraining order.⁵ This court found then that Koniag had not demonstrated that any harm it may incur if the tribal court were to exceed its jurisdiction “is of such a degree and immediacy so as to warrant the entry of a temporary restraining order.”⁶ And this court expressly noted that Koniag could elect to enter a special appearance in the tribal court solely to contest that court’s jurisdiction.⁷

Later that same day, on April 11, 2012, Koniag filed an Amended Complaint that added Michael P. O’Connell as a plaintiff.⁸ Mr. O’Connell is an attorney at the law firm that represents Koniag.⁹ Mr. O’Connell was added as a plaintiff in this case based on allegations that on April 9, 2012, the Native Village of Karluk had filed a second lawsuit in the Karluk Tribal Court. Mr. O’Connell was named as a defendant in that case, along

³ Docket 9-1.

⁴ *Id.*

⁵ Order Denying Mot. for TRO (Docket 12).

⁶ *Id.* at 2.

⁷ *Id.* at 2, n.4.

⁸ Docket 13.

⁹ See Letter of Apr. 5, 2012, Ex. C to Decl. of Michael O’Connell (Docket 8-3).

with a number of state bar associations.¹⁰ In that second tribal court action, the Native Village of Karluk seeks a declaration that an April 5, 2012 letter that Mr. O'Connell wrote to Judge Orbie Mullins of the Karluk Tribal Court constituted the "intentional intimidation of a judge."¹¹

On April 17, 2012, the plaintiffs filed a Second Motion for Preliminary Injunction in this case.¹² The motion sought to obtain the same preliminary injunctive relief for Mr. O'Connell as Koniag had sought in its initial Motion for Preliminary Injunction. Among the attachments to that motion was a copy of a special limited entry of appearance by attorney Stephen Kelly in the Karluk Tribal Court on behalf of Koniag, and a motion to dismiss the tribal court case filed by Koniag.¹³ Mr. Kelly is another attorney at the firm that represents Koniag in this action.

On April 25, 2012, Judge Mullins filed a response to the plaintiffs' motions in this court and a Motion for Enlargement of Time.¹⁴ He maintained that Koniag had consented to the tribal court's jurisdiction since it had entered an appearance in the tribal court with the motion to dismiss that it had filed there.¹⁵ And he asserted that Mr.

¹⁰ Summons in *Native Village of Karluk v. Michael P. O'Connell, et al.*, Karluk Tribal Court Cause No. 4-09-12-1 (Docket 14-1).

¹¹ *Id.* at 9.

¹² Docket 17.

¹³ Ex. D to Decl. of John Evans at 1-6 and 47-63 (Docket 20-4).

¹⁴ Opp. Re Second Mot. for Prelim. Inj. and Mot. for Enlargement of Time (Docket 23) (duplicative filing at docket 22) [hereinafter Opp. and Mot. for Enlargement].

¹⁵ *Id.* at 3. Judge Mullins' assertion that the special limited entries of appearance, done after this court's suggestion in the Order Denying Temporary Restraining Order, operated to confer tribal court jurisdiction over Koniag and Mr. O'Connell is at odds with the express limitations set

O'Connell's letter to the tribe resulted in conferring tribal court jurisdiction over him.¹⁶ Finally, Judge Mullins requested that this federal case be deferred pending the tribal court's determinations in *The Native Village of Karluk, Plaintiff, v. Koniag Corporation, Defendant*.¹⁷ Included in the attachments to Judge Mullins' filing is an order from the tribal court dated April 17, 2012 that accords to the Native Village of Karluk an unspecified amount of time within which it may respond to the motion to dismiss that Koniag had filed in that tribal court case.¹⁸

On May 3, 2012, the plaintiffs in this action filed their reply to Judge Mullins' opposition to the plaintiffs' motions for injunctive relief, as well as their opposition to Judge Mullins' motion for an extension of time.¹⁹ The plaintiffs noted that Judge Mullins' motion was in effect a request to stay this court's proceedings until the tribal court proceedings were concluded. The plaintiffs asserted that request should be denied

forth in each entry of appearance, and inconsistent with the requirements of procedural Due Process. It is also inconsistent with Rule 12(b) of the Federal Rules of Civil Procedure, which the Karluk Tribal Court has indicated it has adopted for the cases before it. See Resp. to Bar Appl. at 2, Ex. A-2 to Decl. of John R. Evans (Docket 9-2). See also *MacArthur v. San Juan County*, 309 F.3d 1216, 1224-1225 (10th Cir. 2002) (when attorney became a member of Navajo Nation Bar Association, he did not enter into a consensual relationship with the Navajo Nation so as to confer tribal court jurisdiction over him). Even if the special limited appearances sufficed to confer *personal* jurisdiction over Koniag and Mr. O'Connell, they would not suffice to confer *subject matter* jurisdiction over them, which is the relevant analysis at this time. See *Water Wheel Camp Recreational Area, Inc. v. LaRance*, 642 F.3d 802, 809 (9th Cir. 2011) ("To exercise its inherent civil authority over a defendant, a tribal court must have both subject matter jurisdiction—consisting of regulatory and adjudicative jurisdiction—and personal jurisdiction.").

¹⁶ Opp. and Mot. for Enlargement at 3 (Docket 23).

¹⁷ *Id.*

¹⁸ Ex. B to Opp. and Mot. for Enlargement (Docket 23-2).

¹⁹ Reply to Opp. Re Second Mot. for Prelim. Inj (Docket 24); Opp. to Mot. for Enlargement (Docket 25).

because “there is no possible basis for Tribal Court jurisdiction over non-members Koniag and O’Connell.”²⁰ Included with this filing were copies of a motion for special and limited appearance and a motion to dismiss for lack of jurisdiction that attorney Stephen Kelly had filed on April 26, 2012 in the second tribal court case, *The Native Village of Karluk v. Michael P. O’Connell, et al.*, Cause No. 4-09-12-1, on behalf of Mr. O’Connell.²¹

On May 21, 2012, defendant Kurt Kanam filed a response to the plaintiffs’ motions for injunctive relief in this action, together with an affidavit in support of a motion for dismissal.²² Mr. Kanam asserted that this federal action should be dismissed because the concerns that Koniag and Mr. O’Connell had raised about the tribal court proceedings had now been addressed through a First Amended Complaint that the Native Village of Karluk Corporation had filed in the tribal court.²³ Mr. Kanam indicated that the First Amended Complaint in the tribal court case lists all of the voting shareholders of the Native Village of Karluk Corporation as plaintiffs.²⁴ And he asserted that Koniag had entered into a consensual relationship with Karluk, referring to 1980 Articles of Merger that he appended to his filing.²⁵ Mr. Kanam also asserted that Mr.

²⁰ Opp. to Mot. for Enlargement at 2 (Docket 25).

²¹ Ex. B to Decl. of John Evans (Docket 26-2); Ex. E to Decl. of John Evans (Docket 26-5).

²² Resp. to Pl.’s Inj. and Aff. in Supp. for Mot. for Dismissal (Docket 28).

²³ *Id.* at 3.

²⁴ First Am. Compl., Karluk Tribal Court Cause No. 3-19-12-1, Ex. A to Resp. to Pl.’s Inj. and Aff. in Supp. for Mot. for Dismissal (Docket 28-1).

²⁵ Articles of Merger, Ex. D to Resp. to Pl.’s Inj. and Aff. in Supp. for Mot. for Dismissal (Docket 28-4).

"O'Connell is not under any indictment or subject to any sanctions from the Native Village of Karluk tribal court," such that Mr. O'Connell's federal claims should also be dismissed.²⁶ Mr. Kanam included copies of two orders issued by the Karluk Tribal Court dated May 14, 2012, one in each of the two pending actions in that court. In the *Koniag* case, the tribal court ordered Koniag to "to show cause by June 15, 2012. . . why this court does not have jurisdiction" to grant the relief requested by the Native Village of Karluk,²⁷ and in the *O'Connell* case, the tribal court ordered Mr. O'Connell to show cause "why this court should not grant Plaintiff's requested relief."²⁸

On May 25, 2012, the plaintiffs filed their reply to Mr. Kanam's opposition, and maintained their requests for injunctive relief.²⁹ They asserted that the 1980 Articles of Merger that Mr. Kanam had appended to his May 21, 2012 filing were between Koniag and the Karluk Native Corporation—and not with the Native Village of Karluk.³⁰ They also asserted that the addition of the shareholders of the Native Village of Karluk as parties in the tribal court proceedings did not operate to confer tribal court jurisdiction, particularly since none of these added parties were parties to the 1980 merger.³¹ The

²⁶ Resp. to Pl.'s Inj. and Aff. in Supp. for Mot. for Dismissal at 4 (Docket 28).

²⁷ Order to Show Cause at 2, Ex. D to Resp. to Pl.'s Inj. and Aff. in Supp. for Mot. for Dismissal (Docket 28-4 at 12).

²⁸ Order Granting Defs. Add'l Time to Answer at 2, Karluk Tribal Court Cause No. 4-09-12-1, Ex. A to Resp. to Pl.'s Inj. and Aff. in Supp. for Mot. for Dismissal (Docket 28-1 at 10).

²⁹ Reply to Resp. to Second Mot. for Prelim. Inj. (Docket 29).

³⁰ *Id.* at 2.

³¹ *Id.* at 2.

plaintiffs also disagreed with Mr. Kanam's assertion that this action is moot, maintaining that there exists a "live dispute between the parties" that necessitates a ruling.³²

To date, neither defendant has filed an answer in this case, and no party has filed any copies of Karluk Tribal Court documents since May 21, 2012.

I. This Court's Subject Matter Jurisdiction.

This court has previously stated, and again holds, that it is well established that the district court has the authority to determine whether a tribal court has exceeded the lawful limits of its jurisdiction.³³

II. Standard for Preliminary Injunctive Relief.

A party seeking preliminary injunctive relief must establish that "(1) they are likely to succeed on the merits; (2) they are likely to suffer irreparable harm in the absence of preliminary relief; (3) the balance of equities tips in their favor; and (4) a preliminary injunction is in the public interest."³⁴ "Under the 'sliding scale' approach to preliminary injunctions observed in [the Ninth Circuit], 'the elements of the preliminary injunction test are balanced, so that a stronger showing of one element may offset a weaker showing of another.'"³⁵ But in any event, even with the sliding scale approach, "plaintiffs must

³² *Id.* at 4.

³³ *Plains Commerce Bank v. Long Family Land & Cattle Co.*, 554 U.S. 316, 324 (2008) ("whether a tribal court has adjudicative authority over nonmembers is a federal question") (citing *Iowa Mut. Ins. Co. v. LaPlante*, 480 U.S. 9, 15 (1987); *Nat'l Farmers Union Ins. Cos. v. Crow Tribe of Indians*, 471 U.S. 845, 852-53 (1985)). See also Order Denying TRO and Mot. for Hearing on Shortened Time at 2 (Docket 12).

³⁴ *Sierra Forest Legacy v. Ray*, 577 P.3d 1015, 1021 (9th Cir. 2009) (citing *Winter v. Natural Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008)).

³⁵ *Pimentel v. Dreyfus*, 670 F.3d 1096, 1105 (9th Cir. 2012).

establish that irreparable harm is likely, not just possible, in order to obtain a preliminary injunction.”³⁶

For purposes of the preliminary injunction motions before this court, the first question is whether the Karluk Tribal Court has a colorable claim of tribal court jurisdiction over Koniag and Mr. O’Connell, non-members of its tribe.³⁷ For if no such colorable claim exists, then the defendants are likely to succeed on the merits of their claim for permanent injunctive relief from this court, such that preliminary injunctive relief may be warranted at this time.

III. The Scope of the Tribal Court’s Jurisdiction.

A. Tribal Court Jurisdiction Generally.

It is well-settled that Indian tribes are “distinct, independent political communities” . . . qualified to exercise many of the powers and prerogatives of self-government[.]”³⁸ But the sovereignty of Indian tribes, centering as it does on lands held by the tribe and on tribal members, is “unique and limited[.]”³⁹ Tribes have authority to legislate and tax activities on tribal land, to determine tribal membership, to exclude outsiders from entering tribal land, and to regulate tribal members’ domestic relations.⁴⁰

³⁶ *Alliance for the Wild Rockies v. Cottrell*, 632 F.3d 1127, 1131 (9th Cir. 2011).

³⁷ *See Philip Morris USA, Inc. v. King Mountain Tobacco Co., Inc.*, 569 F.3d 932, 934 (9th Cir. 2009).

³⁸ *Plains Commerce*, 554 U.S. at 327 (citing *Worcester v. Georgia*, 6 Pet. 515, 559 (1832); *United States v. Wheeler*, 435 U.S. 313, 322–323 (1978)).

³⁹ *Id.*

⁴⁰ *Id.*

In *Montana v. United States*,⁴¹ the United States Supreme Court established the “general proposition that the inherent sovereign powers of an Indian tribe do not extend to the activities of non-members of the tribe[.]”⁴² Only under limited circumstances can tribes exercise jurisdiction over non-members. In *Montana*, the Court recognized two circumstances in which tribes may exercise authority over non-members of the tribe:

Indian tribes retain inherent sovereign power to exercise some form of civil jurisdiction over non-Indians *on their reservations*, even on non-Indian lands. A tribe may regulate, through taxation, licensing, or other means, the activities of nonmembers who enter consensual relationships with the tribe or its members, through commercial dealing, contracts, leases, or other arrangements A tribe may also retain inherent power to exercise civil authority over the conduct of non-Indians on fee lands within the reservation when that conduct threatens or has some direct effect on the political integrity, the economic security, or the health or welfare of the tribe.”⁴³

But as the first sentence of the above quote makes clear, these *Montana* exceptions confer jurisdiction over non-Indians only with respect to activities on the Indian tribe’s reservation, including land within reservation borders that has been sold in fee simple to non-Indian owners.⁴⁴

⁴¹ 450 U.S. 544 (1981).

⁴² *Plains Commerce*, 554 U.S. at 330 (citing *Atkinson Trading Co., Inc. v. Shirley*, 532 U.S. 645, 651, 659 (2001)). See also *Big Horn County Elec. Co-op., Inc. v. Adams*, 219 F.3d 944, 951 (9th Cir. 2000) (“*Montana*’s main rule is that absent a treaty or a federal law, a tribe has no civil regulatory authority over tribal nonmembers.”) (citing *Montana*, 450 U.S. at 564-65).

⁴³ *Montana*, 450 U.S. at 565 (citations omitted) (emphasis added).

⁴⁴ *Montana*, 450 U.S. at 565. Another source of authority over non-members is a tribe’s inherent sovereign right to exclude non-members from its lands, which “necessarily includes the lesser authority to set conditions on their entry through regulations.” *Water Wheel Camp Recreational Area, Inc. v. LaRance*, 642 F.3d 802, 811 (9th Cir. 2011).

B. Tribal Court Jurisdiction in Alaska.

The authority of most Alaska Native tribes is significantly more circumscribed than that of other tribes. The United States Supreme Court's decision in *Alaska v. Native Village of Venetie Tribal Government* held that the Alaska Native Claims Settlement Act of 1971 (ANCSA) extinguished "Indian country" in nearly all of Alaska.⁴⁵ As a result, territorial jurisdiction is not available to Alaska Native tribes on ANCSA lands.⁴⁶ Instead, the jurisdictional reach of Alaska Native tribal courts extends only to "their members and other internal affairs."⁴⁷

Following *Venetie*, decisions of the Alaska Supreme Court have recognized the unique jurisdictional reach of Alaska Native tribal authority, and further refined the limits of that reach.⁴⁸ In *John v. Baker*, the Alaska Supreme Court explained:

Because the traditional reservation-based structure of tribal life in most states forms the backdrop for the federal cases, courts have not had occasion to tease apart the ideas of land-based sovereignty and membership sovereignty. Consequently, the federal decisions do not conclusively answer the question of what

⁴⁵ 522 U.S. 520, 532 (1998) (holding that ANCSA lands are not "Indian country," as they do not satisfy the set-aside and federal superintendence requirements for "dependent Indian communities" under 18 U.S.C. § 1151). While there are exceptions to this general statement, such as the Metlakatla Indian Community on the Annette Island Reserve, those exceptions are very limited and not relevant to this case. *Id.* at 524. *See also* 18 U.S.C. § 1151; *Atkinson Trading Co.*, 532 U.S. at 653 n.5 (18 U.S.C. § 1151 definition of "Indian country" generally applies to civil as well as criminal jurisdiction) (citations omitted).

⁴⁶ *See* David Case, *Alaska Natives and American Laws* 399 (2d ed. 2002).

⁴⁷ *See id.* at 437.

⁴⁸ *See John v. Baker*, 982 P.2d 738, 751 (Alaska 1999) ("the [United States] Supreme Court has articulated a core set of sovereign powers that remain intact even though Indian nations are dependent under federal law; in particular, internal functions involving tribal membership and domestic affairs lie within a tribe's retained inherent sovereign powers.") (citing *Wheeler*, 435 U.S. at 326; *Montana*, 450 U.S. at 564).

happens when a law like ANCSA separates membership and land completely by allowing a federally recognized tribe to redefine its relationship to state and federal governments by eliminating the idea of Indian country.⁴⁹

The Alaska Supreme Court rulings make clear that Alaska Native tribes have inherent sovereign jurisdiction to “adjudicate internal domestic matters, including child custody disputes over tribal children, from a source of sovereignty independent of the land they occupy.”⁵⁰ But Alaska Native tribes such as the Native Village of Karluk do not have territorial jurisdiction, in light of the United States Supreme Court’s holding in *Venette* that by and large extinguished “Indian country” within Alaska.⁵¹

C. The Native Village of Karluk Tribal Court Lacks Jurisdiction.

The Native Village of Karluk is a federally recognized Indian tribe in Alaska eligible to receive services from the United States Bureau of Indian Affairs.⁵² It is not a village corporation established under ANCSA.⁵³ Koniag has asserted, and the Native Village of Karluk has not disputed, that the Old Karluk Reservation was revoked by ANCSA.⁵⁴ Koniag is the ANCSA regional corporation for Kodiak Island.⁵⁵ Any land owned by either the Native Village of Karluk or Koniag is not “dependent Indian

⁴⁹ *Id.* at 754.

⁵⁰ *State v. Native Village of Tanana*, 239 P.3d 734, 743 (Alaska 2011) (citing *John v. Baker*, 982 P. 2d at 754).

⁵¹ 522 U.S. 520.

⁵² 75 Fed. Reg. 60810, 60814 (Oct. 1, 2010).

⁵³ 43 U.S.C. § 1601.

⁵⁴ Mem. in Supp. of Mot. for TRO and Prelim. Inj. at 2. (Docket 6).

⁵⁵ *Id.*

communities” or “Indian country” under federal law.⁵⁶ And it is undisputed that Koniag and Mr. O’Connell are not members of the Native Village of Karluk.

Because Koniag and Mr. O’Connell are non-members of the Native Village of Karluk, there is no basis for the Karluk Tribal Court to exercise jurisdiction over them. The Karluk Tribal Court cannot exercise territorial jurisdiction in light of the United States Supreme Court’s holding in *Venetie*. And these tribal court claims against non-members of the tribe are not internal domestic matters as to which the Native Village of Karluk may possess an inherent sovereign jurisdiction to adjudicate. The plaintiffs have demonstrated a clear likelihood of success on the merits of their claim for declaratory relief before this court.

IV. Analysis of the Other Elements for Injunctive Relief.

As set forth above, a party seeking preliminary injunctive relief must establish three other elements in addition to a likelihood of success on the merits.⁵⁷ Each of these is discussed in turn below.

A. The Plaintiffs Are Likely to Suffer Irreparable Harm if the Tribal Court Action Proceeds.

The plaintiffs have asserted that requiring them to litigate in tribal court in these circumstances would result in irreparable harm to them. They assert that if the tribal court proceedings go forward, they will incur the costs of litigating in that forum and they will also be exposed to the risk of an adverse judgment entered by that court. They note

⁵⁶ *Venetie*, 522 U.S. at 523-24.

⁵⁷ *Supra* at 7-8.

that the Native Village of Karluk seeks a tribal court order which it intends to register in the federal District Court under the "Uniform Foreign Judgments Act."⁵⁸

This court concurs with the plaintiffs that the likelihood of irreparable harm has been demonstrated. The plaintiffs have shown that there is a significant risk that both Koniag and Mr. O'Connell, together with their counsel, will be forced to expend unnecessary time, money and effort litigating these issues in the Karluk Tribal Court. Indeed, the plaintiffs have already been required to expend considerable time and resources in tribal court and before this court seeking to terminate the tribal court actions against them.⁵⁹ And in addition to these economic harms, the plaintiffs have demonstrated that a very real risk of registration of an adverse judgment from a court that is without jurisdiction to enter such a judgment is likely to result in an unwarranted and irreparable harm to both Koniag's and Mr. O'Connell's reputation.⁶⁰

B. The Balance of Equities Tips to the Plaintiffs.

The balance of equities tips sharply in favor of both Koniag and Mr. O'Connell. These plaintiffs are entitled to an order that precludes the defendants from proceeding against them in a court which so clearly lacks jurisdiction over them. And as the

⁵⁸ Proposed Declaratory Judgment at 2 in *Native Village of Karluk v. Koniag*, Karluk Tribal Court Cause No. 3-19-12-1, Ex. A-1 to Decl. of John Evans (Docket 9-1 at 6).

⁵⁹ *Cf. Crowe & Dudley, P.C. v. Stidham*, 640 F.3d 1140, 1157 (10th Cir. 2011) (affirming preliminary injunctive relief to law firm that was sued in tribal court regarding attorney's fees).

⁶⁰ Specifically with respect to Mr. O'Connell, the likely injury to reputation of an adverse judgment by the tribal court could be significant. Judge Mullins appears to have already entered a tribal court order in Cause No. 3-19-12-1, before Mr. O'Connell had an opportunity to be heard, finding that "Mr. P. O'Connell has threatened the judge of this court and as such has committed Judicial intimidation." Order Assigning Counsel dated Apr. 9, 2012, Ex. A to Decl. of John Evans (Docket 20-1).

plaintiffs correctly note, granting the preliminary injunctive relief that the plaintiffs seek here would not preclude the Native Village of Karluk from seeking to have its claims addressed in state or federal court.⁶¹ But, as Koniag asserts and this court has concluded, “the applicable law leaves no doubt that the Tribal Court is not the proper forum for resolution of the issue[s] raised by the Native Village of Karluk in the Tribal Court proceeding.”⁶² Thus, this court finds that the balance of equities tips sharply in favor of Koniag and Mr. O’Connell.

C. Preliminary Injunctive Relief is in the Public Interest.

For the same reasons that this court has found the balance of equities tips sharply in favor of the plaintiffs in this case, preliminary injunctive relief is in the public interest. There is a strong public interest in not allowing court proceedings to go forward in a tribunal that is clearly without jurisdiction over the proceedings.

V. Judge Mullins’ Motion for Enlargement of Time.

Judge Mullins’ Motion for Enlargement of Time is, in effect, a request that this court abstain from proceeding with this action in order “to give the Native Village of Karluk Tribal Court time to act on this matter.”⁶³ The plaintiffs acknowledge that as a general rule, a federal court should defer its exercise of jurisdiction until after a tribal court “has had a full opportunity to determine its own jurisdiction.”⁶⁴ But the plaintiffs

⁶¹ Mem. in Supp. of Mot. for TRO and Prelim. Inj. at 21 (Docket 6).

⁶² *Id.*

⁶³ Opp. Re Second Mot. for Prelim. Inj. and Mot. for Enlargement of Time at 2 (Docket 23).

⁶⁴ Mem. in Supp. of Mot. for TRO and Prelim. Inj. at 18 (Docket 6) (citing *Nat’l Farmers Union Ins. Cos. v. Crow Tribe of Indians*, 471 U.S. 845, 856 n.21 (1985)). See also *Iowa Mut. Ins. Co. v. LaPlante*, 480 U.S. 9, 16 (1987).

maintain that such abstention is unwarranted here because it is plain that the Karluk Tribal Court lacks jurisdiction, and the United States Supreme Court has held that abstention is not required in such circumstances.⁶⁵ Because the Karluk Tribal Court's lack of jurisdiction is clear, according to the tribal court an opportunity to determine the scope of its jurisdiction over this matter "would serve no purpose other than delay."⁶⁶ Therefore, abstention is inappropriate and the motion for an enlargement of time so as to allow the tribal court to first address this jurisdictional issue is denied.

VI. Mr. Kanam's Motion to Dismiss.

For the foregoing reasons, this court has determined that preliminary injunctive relief is warranted. Accordingly, Mr. Kanam's motion to dismiss this action is denied.

CONCLUSION

For the foregoing reasons, IT IS ORDERED:

1. Koniag, Inc. and Michael P. O'Connell's Motions for Injunctive Relief are GRANTED as follows:

Defendants Kurt Kaman and Orbie Mullins, and their officers, agents, servants, employees and attorneys, and all other persons who are in active concert or participation with them, are enjoined from:

- retaining, exercising, or threatening to retain or exercise jurisdiction, or
- attempting or threatening to record or enforce any order or judgment of

⁶⁵ *Strate v. A-1 Contractors*, 520 U.S. 438, 459 n.14 (1997); Mem. in Supp. of Mot. for TRO and Prelim. Inj. at 18. (Docket 6).

⁶⁶ *Strate*, 520 U.S. 459 at n.14.

the Karluk Tribal Court for the Native Village of Karluk against or with respect to Koniag, Inc. or Michael P. O'Connell as to any matters related to the Karluk Tribal Court Documents.⁶⁷

2. Pursuant to Civil Rule 65(c), this restraining order is effective as of the date and time that the plaintiffs shall have placed with the clerk of the court a cash bond or other appropriately secured undertaking in the amount of \$1,000 (One Thousand Dollars), which this court considers proper to pay costs and damages sustained by any party found to have been wrongfully enjoined or restrained. It shall remain in effect pending further order of this court.

3. Defendant Orbie Mullins' Motion for an Enlargement of Time is DENIED.

4. Defendant Kurt Kanam's Motion for Dismissal is DENIED.

5. The defendants are each ordered to file an Answer to the plaintiffs' First Amended Complaint within 21 days of the date of this order.

DATED at Anchorage, Alaska, this 3rd day of July, 2012.

/s/ Sharon L. Gleason
United States District Judge

⁶⁷ The Karluk Tribal Court Documents are comprised of an Original Complaint for Declaratory Judgment, Order to Show Cause, Proposed Declaratory Judgment or Summons in those certain Karluk Tribal Court cases captioned (1) *The Native Village of Karluk, Plaintiff, against Koniag Corporation, Defendant*, Cause No. 3-19-12-1 and (2) *The Native Village of Karluk v. Michael P. O'Connell et al.*, Cause No. 4-09-12-1.

CLOSED

**U.S. District Court
United States District Court for the Western District of Washington (Tacoma)
CIVIL DOCKET FOR CASE #: 3:12-mc-05012**

Kanam et al v. Salazar
Assigned to: Honorable No Judge
Case in other court: Karluk Tribal Court, 09-00028-11-00001

Date Filed: 03/22/2012
Date Terminated: 03/22/2012

Plaintiff

Kurt Kanam

represented by **Kurt Kanam**
PO Box 237
Toledo, WA 98591
360-956-3742
PRO SE

Plaintiff

The Pilchuck Nation

represented by **The Pilchuck Nation**
PRO SE

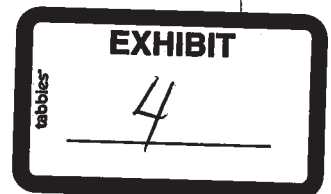
V.

Defendant

Ken Salazar
*Secretary of the Department of the
Interior for the United States*

Date Filed	#	Docket Text
03/22/2012	<u>1</u>	REGISTRATION of Foreign Judgment from The Karluk Tribal Court into the WD WA which reads in part, no motion listed in Fed.R.App.R 4(a)(4(A) is pending before this court and that no appeal has been filed or, if one was filed, that it is no longer pending, filed by Kurt Kanam.(Receipt #T-9628)(CMG) (Entered: 03/23/2012)

PACER Service Center			
Transaction Receipt			
01/21/2014 07:43:27			
PACER Login:	un0194	Client Code:	
Description:	Docket Report	Search Criteria:	3:12-mc-05012
Billable Pages:	1	Cost:	0.10



Case 3:12-mc-05012 Document 1 Filed 03/22/12 Page 1 of 1
 THE UNDERSIGNED DO HEREBY CERTIFY
 THAT THE FOREGOING IS A TRUE AND CORRECT
 COPY OF THE ORIGINAL ON FILE
 IN THE KARLUK TRIBAL COURT

FILED

MAR 19 2012

DATED THIS 20 DAY OF March 20 12

THE KARLUK TRIBAL COURT

KARLUK TRIBAL CLERK

For the NATIVE VILLAGE OF KARLUK

authorized by Fed. Recognition (74 Fed. Reg.

Court contract number 3-12-MC-005-011

KarluK Tribal Court

LODGED

RECEIVED

MAR 22 2012

40218) CLERK U.S. DISTRICT COURT
 WESTERN DISTRICT OF WASHINGTON AT TACOMA
 BY DEPUTY

MC12-5012

Cause no.09-28-11-1

Kurt Kanam

THE PILCHUCK NATION

Plaintiff,

vs.

The Office of Ken Salazar

SECRETARY OF DEPARTMENT

INTERIOR for the

UNITED STATES

Defendant.

CERTIFICATE OF JUDGMENT
 FOR REGISTRATION IN
 ANOTHER DISTRICT

I here by certify that the attached judgment is a copy of a
 judgment entered by this court on date, March 20, 2012

I also certify that, as appears from court records, no motion
 listed in Fed.R. App.P. 4 (a) 4(A) is pending before this court
 and that no appeal has been filed or, if one was filed, that it
 is no longer pending.

Date March 20, 2012

CLERK OF COURT Mona Mearns

12-MC-05012-JGM

Kristeen Reft Court administrator
 E-Mail karlukiracouncil@aol.com
 P.O. box 22 Karluk Alaska 99608
 PH (907)241-2218 FAX (907) 241-2208

The Native Village of Karluk Tribal Court
 P.O. Box 237, Toledo WA.98591
 PH 360-864-8665 FAX 360-864-8664
 CERTIFICATE OF JUDGEMENT IN
 ANOTHER DISTRICT

T-9428

Case 3:12-05012

FILED
LODGED
Document RECEIVED 03/22/12

Page 2 of 14

MAR 22 2012

CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT TACOMA
DEPUTY

FILED

MAR 19 2012

THE KARLUK TRIBAL COURT
For the NATIVE VILLAGE OF KARLUK

authorized by Fed. Recognition (74 Fed. Reg. 40218)

Court contract number 3-12-MC-005-011

Kurt Kanam

Pilchuck Nation

Plaintiff,

vs.

All active parties of

U.S. V. Washington

CAUSE NO.2:70-CV-09213RSM

Defendant.

Cause no.11-19-11-1

~~PROPOSED~~

DECLARATORY JUDGMENT

This court upon consideration of the evidence
presented here by, DECLARES THAT:

1. All active parties of U.S. V. Washington 2:70-cv-
09213RSM have properly served and have stipulated to
the following:

2. The Pat Kanam is the signatory for the Pilchuck
Nation on the Point Elliot Treaty of 1855
Attachment 2 PosenJac Affidavit.

3. The Point Elliot Treaty of 1855 guarantees that the
descendants of the treaty signatories shall have the
right to gather food.

Kristeen Reft Court administrator
E-Mail karlukiracouncil@aol.com
P.O. box 22 Karluk Alaska 99608
PH (907)241-2218 FAX (907) 241-2208

The Native Village of Karluk Tribal Court
P.O. Box 237, Toledo WA.98591
PH 360-864-8665 FAX 360-864-8664

1
2 4. Kurt Kanam is the adopted son of Robert Posenjac.

3 5. Robert Posenjac is the direct descendant of Pat
4 Kanam.

5 6. The Native Village of Karluk Tribal Court has
6 Jurisdiction to hear this matter Under the
7 Jurisdiction and removal act of 1875 as there is a
8 Diversity of citizen ship and a Treaty question.

9 7. Pilchuck Nation, A Treaty Tribe occupies the status
10 of a party to one or more of the Stevens' treaties and
11 therefore holds for the benefit of its members a
12 reserved right to harvest anadromous fish at all usual
13 and accustomed places outside reservation boundaries, in
14 common with others.

15 8. The Federal District Court is obliged to register
16 the Declaratory order of this court in US v
17 Washington 2:70-CV-09213RSM under Uniform Foreign
18 Judgments Act.

Done 3-19-2012

Orville Mullins

Native Village of Karluk Tribal Judge

Kristeen R. T. Administrator
E-Mail karluktribalcourt@aol.com
P.O. box 22 Karluk Alaska 99608
PH (907)241-2218 FAX (907) 241-2208

The Native Village of Karluk Tribal Court
P.O. Box 237, Toledo WA.98591
PH 360-864-8665 FAX 360-864-8664

ATTACHMENT NUMBER 2.

Affidavit Of Robert Posenjak

I, Robert Posenjak, State the following is true and correct under penalty of perjury.

I, Robert Posenjak, am a direct descendent of Chief Pat Kanam, Pat Kanam was the aboriginal chief of the Pilchuck Tribe/Band and was a signatory of the Point Elliot Treaty for the Pilchuck Tribe/Band.

As a direct descendant of Pat Kanam, I, Robert Posenjak, have a religious vision, and conviction that is my duty and obligation to appoint a chieftain for the Pilchuck Tribe/Band.

I, Robert Posenjak, personally have maintained political influence and authority over the Pilchuck Tribe/Band's members as an autonomous entity from the time I received the title of chieftain of the Pilchuck Tribe/Band from my grandfather, William Gildow, who maintained political influence and authority over the Pilchuck Tribe/Band's members as an autonomous entity from before 1900.

It is my deeply felt religious conviction that my appointment of Kurt Kanam as aboriginal chieftain of the Pilchuck Tribe/Band is a continuation of the aboriginal practice, custom and religion of the Snoqualamoo and Pilchuck Tribes, and that I am fulfilling the will of my ancestor Pat Kanam.

I hereby grant Kurt Kanam complete control of the Pilchuck government, and its members.

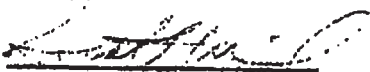


Robert Posenjak



Done

The above affidavit was subscribed and duly sworn to before me this 28 of July 2008 I, Scotty L. Wilson a Notary Public under license from the State of Washington whose commission expires on 05/10/2011 And be it known by my hand and seal as follows;



Notary signature



ATTACHMENT NUMBER 4.

DISTRICT COURT
THURSTON COUNTY
STATE OF WASHINGTON
2000 Lakeridge Dr SW, #3
Olympia, WA 98502-6045

STATE OF WASHINGTON
) County of Thurston) s.s.
) The undersigned does hereby certify that the
) foregoing is a true and correct copy of the
) original on file in the office of the Thurston
) County District Court.
) Date this 2nd day of Oct, 2008

Judy Lawrence, Administrator
Thurston County District Court

By [Signature] Deputy

ORDER CHANGING NAME

Please note: All written text must be written within page border.

0081645

REFERENCE/CASE NO: _____

GRANTOR/OLD NAME: KURT CHRISTIAN WEINREICH AGE: 38

GRANTEE/NEW NAME: KURT KANAM

THIS MATTER came on regularly for hearing in open court upon the petition of KURT CHRISTIAN WEINREICH for an Order Changing Name of ☐ Petitioner ☐ Petitioner's minor child.

The Court finding that Petitioner is a resident of Thurston County, Washington, and further finding that:

- ☒ The allegations in the Petition for Name Change are true and are not intended to defraud or mislead any person.
- ☐ Either both parents of the minor child have consented to changing the child's name, or there is proof on file with this Court that the nonconsenting parent has been served with a copy of Notice of Hearing for Name Change in person or by publication.
- ☐ The name change promotes the minor's best interests.
- ☐ Petitioner (Minor) is currently under the jurisdiction of the Department of Corrections (DOC) and has submitted a copy of the Petition for Name Change to DOC at least five (5) days prior to this hearing.
- ☐ Petitioner (Minor) is required to register as a sex offender and has shown proof of notification to the sheriff of the county of residence and to the Washington State Patrol at least five (5) days prior to this hearing.

IT IS ORDERED that the former name of KURT CHRISTIAN WEINREICH be changed to the new name of KURT KANAM

Presented by: [Signature]

DONE IN OPEN COURT ON: 10-2-08

Petitioner (Signature) [Signature]

[Signature]
District Court Judge

Street Address

Apt/Unit

2103 HARRISON AVE WA 98502

City

State

Zip

Telephone: 360-450-3742

I, SIRI A. WOODS, County Clerk and ex-officio Clerk of the Superior Court for the State of Washington, for Chelan County, do certify that this instrument is a true and correct copy of the original on file in my office in TESTIMONY WHEREOF, I have set my hand and affixed the Seal of said Court this 9 day of MARCH, 2008.

SIRI A. WOODS, Clerk

By Susan [Signature]

Deputy Clerk

FILED

MAR 04 2008

SIRI A. WOODS
CHELAN COUNTY CLERK

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR KING COUNTY

In re the Adoption of

KURT WEINREICH

~~A person under age eighteen.~~

NO. **08-5-00010.4**

DECREE OF ADOPTION

THIS MATTER came on regularly for hearing in this Court upon the Petition of Robert G. Pasenich for the adoption of the above-named child. The Court has ~~reviewed the favorable Post-~~

~~Placement report on file, and~~ heard the testimony of Petitioner(s) ^{and the}

^{adoption} and has examined the files and records herein. Having entered its Findings of Fact and Conclusions of Law; now therefore,

IT IS HEREBY ORDERED that the petition of

Robert G. Pasenich to adopt the above-named child
(name or petitioner or petitioners)

is hereby granted; and

IT IS FURTHER ORDERED that the name of the above-named child is changed and established to be N/A and
(child's new name)

the WASHINGTON State Department of Social and Health
(state of child's birth)

Services/Vital Records is ordered and directed/authorized and

DECREE OF ADOPTION - Page 1 of 2

requested to issue a birth certificate for the child showing

him as the child of Robert G. Posenjak
(him/her) (name of Petitioner or Petitioner(s))

IT IS ORDERED that the Clerk of this Court shall issue one certified copy of this decree for the use of the Washington State Department of Social and Health Services, Vital Records, and shall issue one additional certified copies to the
(number desired)
Petitioner or the Petitioner's undersigned attorney.

ADOPTION SUMMARY

1. Full original name of child: KURT WEINREICH
2. Full new name of child: _____
3. Date of Birth of child: 11-24-69
4. Place of birth: Univ. of Washington Hospital, City of Seattle, County of King, State of Washington
5. Name of Petitioner(s): Robert G. Posenjak
6. Petitioner(s) is single
(is/are) (a single person/husband & wife)
7. The Indian Child Welfare Act does not apply.
(does/does not)
8. The Soldiers and Sailors Civil Relief Act of 1940 does not apply.
(does/does not)

DONE IN OPEN COURT this 4th day of March, 2008.

Presented by:

[Signature]
JUDGE/COURT COMMISSIONER

[Signature]
Petitioner/Attorney for Petitioner(s)
WSBA Number of Attorney: _____

ATTACHMENT NUMBER 5.



United States Department of the Interior



Bureau of Indian Affairs
Puget Sound Agency
2707 Colby Ave. - Suite 1101
Everett, Washington 98201-3665
(425) 258-2651

May 02, 2002

Mr. Robert Gene Posenjak
c/o 6560 Cultee Bay Road
Clinton, WA 98236

Dear Mr. Posenjak:

This letter is to confirm that you participated in the Snoqualmie Judgement under PL 92-30, Act of May 29, 1967 (81 Stat. 30-42); Docket 93. You were determined to be the great-great-great-grandson of Chief Pat-ka-nam and shared in the distribution of the funds to those descendants of members of the Snoqualmie and Skykomish Tribes as they were constituted in 1855.

Pat-Ka-nam signed the Point Elliot Treaty, a copy of which is attached.

Sincerely,

A handwritten signature in cursive script, reading "Judith R. Joseph".

Judith R. Joseph
Superintendent

Enclosures

Copies made from the
Archives of the Bureau
of Indian Affairs, Puget
Sound Agency, Everett,
Washington
March 23, 2005

ENROLLMENT TO SHARE IN ONE OR MORE OF THE FOLLOWING JUDGMENT AWARDS:
UPPER SKAGIT, INCLUDING SAUK-SUIATLE, SNOQUALMIE-SKYKOMISH
ACT OF JUNE 23, 1971 (85 Stat. 83)

Be filed with the Superintendent, Western Washington Agency, 3006 Colby
Everett, WA 98201 and must be postmarked not later than April 23, 1972.

Application No.

CERTIFY THAT THIS
DOCUMENT IS A TRUE COPY
OF RECORD IN THE PUGET
SOUND AGENCY, BUREAU
OF INDIAN AFFAIRS.

F-222

Date Postmarked

JAN 7

PLEASE PRINT

(DO NOT WRITE ABOVE THESE LINES)

Social Sec

1. Name ¹⁴ Robert Gene ⁶⁶ M ⁶⁹ 230-102
Last Name First Middle Jr., Sr., Sex
Etc.

2. Maiden Name

3. Previous married names in order

4. In care of AITA Posenjak

5. Address ⁴³ 12606 Ruyar Lake Rd ¹⁸ Everett ²² Wash. ²⁴ 98
Street & No. or Rt. & Box No. City or Town State Zip

6. Place of Birth Everett Wash. Date of Birth Mar 29 1
City State Month Day

7. If enrolled in any tribe, give name of tribe None Enrollment No. 50

8. Is applicant an adopted child? Yes ☐ No ☒ If yes, show real parents on family tree

9. Have you shared in any other judgment award? If so, name judgment award None

10. Check which award or awards you believe you are eligible to share in:

Snohomish ☐ ⁵⁸ Upper Skagit-Sauk-Suiattle ☐ ⁵⁹ Snoqualmie-Skykomish ☒ ⁶⁰

11. Eligibility depends upon establishing ancestry. Therefore, the family tree on the back
be filled out to the best of your ability.

12. OFFICIAL BIRTH DOCUMENTS MUST BE FURNISHED SHOWING NAME OF APPLICANT, BIRTH DATE, NAME
FATHER AND MAIDEN NAME OF MOTHER. See item No. 11 on instruction sheet for type of pro
accepted.

13. If applicant died after June 23, 1971, give date of death 6 63 63
Month Day Year

14. I certify that I, for whom this application is made was liv
on June 23, 1971 and is a descendant of the person through whom eligibility for enrollm
claimed. I am aware that criminal penalties are provided by statute for knowingly maki
false statements. (18 U.S.C. 1001)

My relationship to the applicant is

5. 11-28-71
Date Signed

Robert Gene Posenjak
Signature of Applicant or Sponsor

Address of person making and certifying application on behalf of another if different f
line 5 above.

BE SURE TO FILL OUT FAMILY TREE ON BACK

Form prepared by:

by _____

Issue _____

Telephone (A/C) _____

ANCESTRY CHART

CHART NO. _____

Person No. 1 on this chart is the same person as No. _____ on chart No. _____

KEY TO ABBREVIATIONS:

b. Date of Birth
 p.b. Place of Birth
 m. Date of Marriage
 p.m. Place of Marriage
 d. Date of Death
 p.d. Place of Death
 Write dates as month, day, year [Oct 2, 1978]
 Write places as city or town, (county), state [Chicago (Cook) Illinois]

USE THIS FORM: Begin by entering the information about yourself at No. 1, your father at No. 2, his father at No. 4, and so on. If you need to trace your ancestry farther back than this form allows, simply enter the name of your relative which is in the column numbered 6 through 15 in blank No. 1 on another chart and continue. Documentary evidence must be furnished.

2 Joseph Steve Posenjak

(Father of No. 1)

b. Feb. 15, 1921
 p.b. Buffalo (Erie) N.Y.
 m. Aug. 14, 1943
 p.m. Bremerton (Kitsap) Wa.
 d. Sept. 9, 1985
 p.d. Everett (Sno.) Wa.

1 Robert Gene Posenjak

b. Mar. 29, 1955
 p.b. Everett (Sno) Wa.
 m. Jan 30, 1976
 p.m. Everett (Sno) Wa.
 d.
 p.d.

3 Alta Virginia Gildow

(Mother of No. 1)

b. Mar. 16, 1921
 p.b. Langley (Island) Wa.
 d.
 p.d.

Sherri Aley

(Spouse of No. 1)

b. Oct. 4, 1960

4 Steve A Posenjak

(Father of No. 2)

b.
 p.b. Austria
 m.
 p.m.
 d.
 p.d. Lackawanna, N.Y.

Julia Latka

(Mother of No. 2)

b.
 p.b. Poland
 d.
 p.d. Lackawanna, N.Y.

6 William Marcus Gildow

(Father of No. 3)

b. Feb. 13, 1884
 p.b. Oak Harbor (Island) Wa.
 m. April 3, 1919
 p.m. Coupeville (Island) Wa.
 d. Mar. 19, 1953
 p.d. Freeland (Island) Wa.

7 Alta Viola Rothgeb

(Mother of No. 3)

b. Sept 14, 1896
 p.b. Perry (Noble) Ok.
 d. Oct 1927
 p.d. Langley (Island) Wa.

8 Caucasian

(Father of No. 4)

b.
 p.b.
 m.
 p.m.
 d.
 p.d.

Caucasian

9

(Mother of No. 4)

b.
 p.b.
 d.
 p.d.

Caucasian

10

(Father of No. 5)

b.
 p.b.
 m.
 p.m.
 d.
 p.d.

Caucasian

11

(Mother of No. 5)

b.
 p.b.
 d.
 p.d.

12 William I Gildow

(Father of No. 6)

b. June 9, 1835
 p.b. England
 m. June 3, 1870
 p.m. Coupeville (Island) Wa.
 d. Mar. 14, 1914
 p.d. Coupeville (Island) Wa.

Charlotte Glasgow

(Mother of No. 6)

b. Sept. 6, 1855
 p.b. Olympia (Thurston) Wa.
 d. Oct. 2, 1888
 p.d. San de Fuca (Island)

14

Daniel D Rothgeb

(Father of No. 7)

b. July 21, 1855
 p.b. Fairview, Ohio
 m. Nov. 2, 1875
 p.m.
 d. Sept 23, 1922
 p.d. Langley (Island) Wa.

15

Melissa Marsh

(Mother of No. 7)

b. Feb. 14, 1854
 p.b. Fairview, Ohio
 m. 25 1878

Name _____
 Address _____
 Telephone (A/C) _____

ANCESTRY CHART

CHART

Person No. 1 on this chart is the same
 person as No. _____ on chart No. _____

KEY TO ABBREVIATIONS:

b. Date of Birth
 p.b. Place of Birth
 m. Date of Marriage
 p.m. Place of Marriage
 d. Date of Death
 p.d. Place of Death
 Write dates as month, day,
 year [Oct 3, 1978]
 Write places as city or
 town, (county), state
 [Chicago (Cook) Illinois]

TO USE THIS FORM: Begin by entering the information about yourself at No. 1, your father at No. 2, his father at No. 4, so on. If you need to trace your ancestry farther back than this form allows, simply enter the name of your relative which is in the column numbered 8 through 15 in blank No. 1 on another chart and continue. Documentary evidence must be furnished.

2 PatKanin (Father of No. 1) b. p.b. Yakima Wa. m. p.m. d. 1858 p.d. Snohomish, Wa		4 (Father of No. 2) b. p.b. m. p.m. d. p.d.		8 (Father of No. 4) b. p.b. m. p.m. d. p.d. Nez Pierce Indian (Mother of No. 9)	
5 (Mother of No. 2) b. p.b. m. p.m. d. p.d.		9 (Mother of No. 2) b. p.b. m. p.m. d. p.d.		10 (Father of No. 11) b. p.b. m. p.m. d. p.d.	
3 (Mother of No. 1) b. p.b. m. p.m. d. p.d.		6 (Father of No. 3) b. p.b. m. p.m. d. p.d.		11 (Mother of No. 12) b. p.b. m. p.m. d. p.d.	
1 Julia PatKanin b. p.b. Washington m. p.m. d. p.d. Coupeville(Island) Wa.		7 (Mother of No. 3) b. p.b. m. p.m. d. p.d.		12 (Father of No. 13) b. p.b. m. p.m. d. p.d.	
4 (Father of No. 1) b. p.b. m. p.m. d. p.d.		5 (Mother of No. 1) b. p.b. m. p.m. d. p.d.		13 (Mother of No. 14) b. p.b. m. p.m. d. p.d.	
6 (Father of No. 1) b. p.b. m. p.m. d. p.d.		7 (Mother of No. 1) b. p.b. m. p.m. d. p.d.		14 (Father of No. 15) b. p.b. m. p.m. d. p.d.	
8 (Father of No. 1) b. p.b. m. p.m. d. p.d.		9 (Mother of No. 1) b. p.b. m. p.m. d. p.d.		15 (Mother of No. 1) b. p.b. m. p.m. d. p.d.	
10 (Father of No. 1) b. p.b. m. p.m. d. p.d.		11 (Mother of No. 1) b. p.b. m. p.m. d. p.d.		16 (Mother of No. 1) b. p.b. m. p.m. d. p.d.	
12 (Father of No. 1) b. p.b. m. p.m. d. p.d.		13 (Mother of No. 1) b. p.b. m. p.m. d. p.d.		17 (Mother of No. 1) b. p.b. m. p.m. d. p.d.	
14 (Father of No. 1) b. p.b. m. p.m. d. p.d.		15 (Mother of No. 1) b. p.b. m. p.m. d. p.d.		18 (Mother of No. 1) b. p.b. m. p.m. d. p.d.	
16 (Father of No. 1) b. p.b. m. p.m. d. p.d.		17 (Mother of No. 1) b. p.b. m. p.m. d. p.d.		19 (Mother of No. 1) b. p.b. m. p.m. d. p.d.	
18 (Father of No. 1) b. p.b. m. p.m. d. p.d.		19 (Mother of No. 1) b. p.b. m. p.m. d. p.d.		20 (Mother of No. 1) b. p.b. m. p.m. d. p.d.	

CLOSED

U.S. District Court
United States District Court for the Western District of Washington (Tacoma)
CIVIL DOCKET FOR CASE #: 3:11-mc-05023

Kanam et al v. Roubideax et al
Assigned to: Honorable No Judge
Case in other court: Karluk Tribal Court, 09-00006-11-
00001

Date Filed: 10/26/2011
Date Terminated: 10/27/2011

Plaintiff

Kurt Kanam

represented by **Kurt Kanam**
PO Box 237
Toledo, WA 98591
360-956-3742
PRO SE

Plaintiff

The Pilchuck Nation

V.

Defendant

Dr. Yvette Roubideax

Defendant

**Office of the Director of Indian
Health Services**

Date Filed	#	Docket Text
10/26/2011	<u>1</u>	REGISTRATION of Foreign Judgment from The Karluk Tribal Court into the the WD WA which reads in part, "no motion listed in Fed.R.App.P. 4(a)(4)(A) is pending before this court and that no appeal has been filed or, if one was filed, that it is no longer pending." Receipt #T-9202., filed by Kurt Kanam.(CMG) (Entered: 10/27/2011)

PACER Service Center			
Transaction Receipt			
01/21/2014 07:43:07			
PACER Login:	un0194	Client Code:	
Description:	Docket Report	Search Criteria:	3:11-mc-05023
Billable Pages:	1	Cost:	0.10

FILED

OCT 24 2011

THE UNDERSIGNED DOES HEREBY CERTIFY
THAT THE FOREGOING IS A TRUE AND CORRECT
COPY OF THE ORIGINAL ON FILE
IN THE KARLUK TRIBAL COURT

DATED THIS 24 DAY OF Oct 20 11

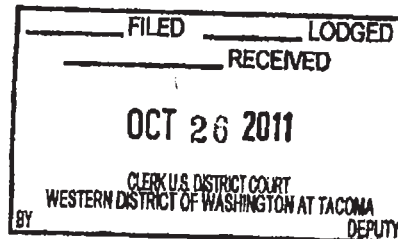
Marem Messenger
KARLUK TRIBAL CLERK

Karluk Tribal Court
THE KARLUK TRIBAL COURT
For the NATIVE VILLAGE OF KARLUK
authorized by Fed. Recognition (74 Fed. Reg. 40218)

Kurt Kanam
THE PILCHUCK NATION
Plaintiff,
vs.
Dr. Yvette Roubideaux
Office of the Director of
Indian Health Services
Defendant.

MC 11-5023
Cause no.09-06-11-1

CERTIFICATE OF JUDGMENT
FOR REGISTRATION IN
ANOTHER DISTRICT



I here by certify that the attached judgment is a copy of a
judgment entered by this court on date, 10/03/2011
I also certify that, as appears from court records, no motion
listed in Fed.R. App.P. 4 (a) 4(A) is pending before this court
and that no appeal has been filed or, if one was filed, that it
is no longer pending.

Date Oct 24, 2011

CLERK OF COURT Marem Messenger
MAREM MESSENGER
CLERK



11-MC-05023-JGM

Native village of Karluk Tribal Court
P.O.Box 237 Toledo WA.98591
360-864-8665

FILED

SEP 06 2011

Karluk Tribal Court

THE KARLUK TRIBAL COURT

For the NATIVE VILLAGE OF KARLUK

authorized by Fed. Recognition (74 Fed. Reg. 40218)

Kurt Kanam

THE PILCHUCK NATION

Plaintiff,

vs.

Dr. Yvette Roubideaux

Office of the Director of

Indian Health Services

Defendant.

Cause no. 09-06-11-1

~~PROPOSED~~

ORDER

This court upon consideration of the evidence presented hereby DECLARES THAT:

That Pat Kanam is the signatory for the Pilchuck Nation on The Point Elliot Treaty of 1855, 1.Posenjak Affidavit.

Proposed Order

1 That the Point Elliot Treaty of 1855 guarantees The
2 United States will provide health care to the decedents
3 of the treaty signatories of Point Elliot Treaty of
4 1855.

Art. XIV pertaining to health care.

5 That Kurt Kanam is the adopted son of Robert Posenjak.

6 That Robert Posenjak is the direct descendant of Pat
7 Kanam Signatory to the Point Elliot Treaty of 1855.

8 That Robert Posenjak receive health care from the
9 United States via his Claims Commission Judgement Award
10 and membership to the Snoquallomoo Tribe.

11 That Kurt Kanam as a direct descendant of Pat Kanam and
12 a member of the Pilchuck Nation and is eligible to
13 receive health care from the United States.

14 That Defendant's have stipulated to Plaintiff's
15 evidence which has not been refuted.

16 Done Oct 3, 2011 Orville Mullins

Village of Karluk Tribal Judge



17
18 Proposed Order

CLOSED

U.S. District Court
United States District Court for the Western District of Washington (Tacoma)
CIVIL DOCKET FOR CASE #: 3:12-mc-05019

Kanam et al v. All active parties of US vs Washington
Assigned to: Honorable No Judge
Case in other court: Karluk Tribal Court, 11-00019-11-
00001

Date Filed: 04/16/2012
Date Terminated: 04/16/2012

Plaintiff

Kurt Kanam

represented by **Kurt Kanam**
PO Box 237
Toledo, WA 98591
360-864-8665
PRO SE

Plaintiff

Pilchuck Nation

represented by **Pilchuck Nation**
PRO SE

V.

Defendant

**All active parties of US vs
Washington**
Cause No. 2:70-cv-09213RSM

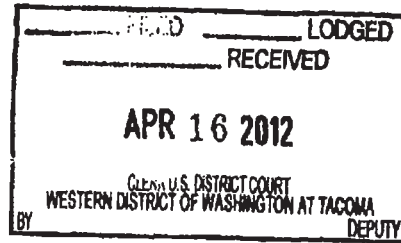
Date Filed	#	Docket Text
04/16/2012	1	REGISTRATION of Foreign Judgment from Karluk Tribal Court into the the WD WA which reads in part, No motion listed in Fed. R. App. P. 4(a)4(A) is pending before this court and that no appeal has been filed or, if one was filed, that it is no longer pending, filed by Kurt Kanam, Pilchuck Nation. (Receipt #T-9714)(CMG) (Entered: 04/24/2012)

PACER Service Center			
Transaction Receipt			
01/21/2014 07:45:01			
PACER Login:	un0194	Client Code:	
Description:	Docket Report	Search Criteria:	3:12-mc-05019
Billable Pages:	1	Cost:	0.10

12-MC-05019-JGM

12-MC-05019-JGM

12-MC-05019-JGM



UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF WASHINGTON

Plaintiff(s),

v.

Defendant(s).

Case No. MC12-5019

PRAECIPE

TO THE CLERK OF THE ABOVE-ENTITLED COURT:
You will please:

register the attached judgments as miscellaneous files and provide a receipt to

Karluk Triabl Court
p.o. Box 237
Toledo WA
98596
360-864-8665
Russ Mullins

Dated

4/11/2012

Signature

Man *Mane*

For:

PRAECIPE

TAC009714

THE UNDERSIGNED DOES HEREBY CERTIFY
 THAT THE FOREGOING IS A TRUE AND CORRECT
 COPY OF THE ORIGINAL ON FILE
 IN THE KARLUK TRIBAL COURT

DATED THIS 20 DAY OF MARCH 2012

Mam Mene
 KARLUK TRIBAL CLERK

THE KARLUK TRIBAL COURT

CLERK U.S. DISTRICT COURT
 WESTERN DISTRICT OF WASHINGTON AT TACOMA

APR 16 2012

MAR 19 2012

FILED

FILED

LODGED

RECEIVED

Karluk Tribal Court

For the NATIVE VILLAGE OF KARLUK
 authorized by Fed. Recognition (74 Fed. Reg. 40218)

Kurt Kanam

Pilchuck Nation

Plaintiff,

vs.

All active parties of

U.S. V. Washington

CAUSE NO.2:70-CV-09213RSM

Defendant.

Cause no.11-19-11-1

CERTIFICATE OF JUDGMENT
 FOR REGISTRATION IN
 ANOTHER DISTRICT

I here by certify that the attached judgment is a
 copy of a judgment entered by this court on
 date, March 20, 2012

I also certify that, as appears from court records , no
 motion listed in Fed. R. App. P. 4 (a) 4(A) is pending
 before this court and that no appeal has been filed or,
 if one was filed , that it is no longer pending.

Date March 20, 2012

CLERK OF COURT

Mam Mene

Certification of judgement for

Registration in another District

Native Village of Karluk Tribal Court

P.O. Box 237, Toledo WA. 98591

FILED

NOV 19 2011

Karluk Tribal Court

THE KARLUK TRIBAL COURT
For the NATIVE VILLAGE OF KARLUK
authorized by Fed. Recognition (74 Fed. Reg. 40218)

Kurt Kanam

Pilchuck Nation

Plaintiff,

vs.

All active parties of

U.S. V. Washington

CAUSE NO.2:70-CV-09213RSM

Defendant.

Cause no.11-19-11-1

~~PROPOSED~~

DECLARATORY JUDGMENT

This court upon consideration of the evidence
presented here by, DECLARES THAT:

1. All active parties of U.S. V. Washington 2:70-cv-09213RSM have properly served and have stipulated to the following:

2. The Pat Kanam is the signatory for the Pilchuck Nation on the Point Elliot Treaty of 1855 Attachment 2 PosenJac Affidavit.

3. The Point Elliot Treaty of 1855 guarantees that the descendants of the treaty signatories shall have the right to gather food.

Proposed Declaratory Judgment

Kurt Kanam

2103 Harrison #143

1
2 4. Kurt Kanam is the adopted son of Robert Posenjac.

3 5. Robert Posenjac is the direct descendant of Pat
4 Kanam.

5 6. The Native Village of Karluk Tribal Court has
6 Jurisdiction to hear this matter Under the
7 Jurisdiction and removal act of 1875 as there is a
8 Diversity of citizen ship and a Treaty question.

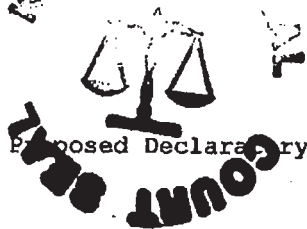
9 7. Pilchuck Nation, A Treaty Tribe occupies the status
10 of a party to one or more of the Stevens' treaties and
11 therefore holds for the benefit of its members a
12 reserved right to harvest anadromous fish at all usual
13 and accustomed places outside reservation boundaries, in
14 common with others.

15 8. The Federal District Court is obliged to register
16 the Declaratory order of this court in US v
17 Washington 2:70-CV-09213RSM under Uniform Foreign
18 Judgments Act.

Done 3-19-2012

Orville Mullins
Native Village of Karluk Tribal Judge

KARLUK



Proposed Declaratory Judgment

Kurt Kanam

2103 Harrison #143

ATTACHMENT NUMBER 2.

Affidavit Of Robert Posenjak

I, Robert Posenjak, State the following is true and correct under penalty of perjury.

I, Robert Posenjak, am a direct descendent of Chief Pat Kanam, Pat Kanam was the aboriginal chief of the Pilchuck Tribe/Band and was a signatory of the Point Elliot Treaty for the Pilchuck Tribe/Band.

As a direct descendant of Pat Kanam, I, Robert Posenjak, have a religious vision, and conviction that is my duty and obligation to appoint a chieftain for the Pilchuck Tribe/Band.

I, Robert Posenjak, personally have maintained political influence and authority over the Pilchuck Tribe/Band's members as an autonomous entity from the time I received the title of chieftain of the Pilchuck Tribe/Band from my grandfather, William Gildow, who maintained political influence and authority over the Pilchuck Tribe/Band's members as an autonomous entity from before 1900.

It is my deeply felt religious conviction that my appointment of Kurt Kanam as aboriginal chieftain of the Pilchuck Tribe/Band is a continuation of the aboriginal practice, custom and religion of the Snoqualamoo and Pilchuck Tribes, and that I am fulfilling the will of my ancestor Pat Kanam.

I hereby grant Kurt Kanam complete control of the Pilchuck government, and its members.

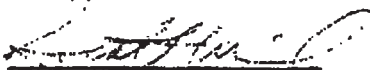


Robert Posenjak



Done

The above affidavit was subscribed and duly sworn to before me this 28 of July 2008 I, Scotty L. Wilson a Notary Public under license from the State of Washington whose commission expires on 05/10/2011 And be it known by my hand and seal as follows;



Notary signature



ATTACHMENT NUMBER 4.

I, SIRI A. WOODS, County Clerk and ex-officio Clerk of the Superior Court for the State of Washington, for Chelan County, do certify that this instrument is a true and correct copy of the original on file in my office in TESTIMONY WHEREOF, I have set my hand and affixed the Seal of said Court this 9 day of March, 2008.

SIRI A. WOODS, Clerk

By Susan [Signature]

Deputy Clerk

FILED

MAR 04 2008

SIRI A. WOODS
CHELAN COUNTY CLERK

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR KING COUNTY

In re the Adoption of

KURT WEINREICH,

~~A person under age eighteen.~~

NO. **08-5-00010.4**

DECREE OF ADOPTION

THIS MATTER came on regularly for hearing in this Court upon the Petition of Robert G. Poserjak for the adoption of the above-named child. The Court has ~~reviewed the favorable Post-~~

~~Placement report on file, and~~ heard the testimony of Petitioner(s) and the

adopter and has examined the files and records herein. Having entered its Findings of Fact and Conclusions of Law; now therefore,

IT IS HEREBY ORDERED that the petition of

Robert G. Poserjak to adopt the above-named child
(name or petitioner or petitioners)

is hereby granted; and

IT IS FURTHER ORDERED that the name of the above-named child is changed and established to be N/A and
(child's new name)

the WASHINGTON State Department of Social and Health
(state of child's birth)

Services/Vital Records is ordered and directed/authorized and

DECREE OF ADOPTION - Page 1 of 2

requested to issue a birth certificate for the child showing

him as the child of Robert G. Posenjak
(him/her) (name of Petitioner or Petitioner(s))

IT IS ORDERED that the Clerk of this Court shall issue one certified copy of this decree for the use of the Washington State Department of Social and Health Services, Vital Records, and shall issue one additional certified copies to the (number desired) Petitioner or the Petitioner's undersigned attorney.

ADOPTION SUMMARY

1. Full original name of child: KURT WEINSTEIN
2. Full new name of child: _____
3. Date of Birth of child: 11-24-69
4. Place of birth: Univ. of Washington Hospital, City of Seattle, County of King
State of Washington
5. Name of Petitioner(s): Robert G. Posenjak
6. Petitioner(s) is single
(is/are) (a single person/husband & wife)
7. The Indian Child Welfare Act does not apply.
(does/does not)
8. The Soldiers and Sailors Civil Relief Act of 1940
does not apply.
(does/does not)

DONE IN OPEN COURT this 4th day of March, 2008.

Presented by:

[Signature]
JUDGE/COURT COMMISSIONER

[Signature]
Petitioner/Attorney for Petitioner(s)
WSBA Number of Attorney: _____

DISTRICT COURT
THURSTON COUNTY
STATE OF WASHINGTON
2000 Lakeridge Dr SW, #3
Olympia, WA 98502-6045

STATE OF WASHINGTON
) County of Thurston) s.s.
) The undersigned does hereby certify that the
) foregoing is a true and correct copy of the
) original on file in the office of the Thurston
) County District Court.
) Date this 2nd day of Oct, 2008

Judy Lawrence, Administrator
Thurston County District Court

By [Signature] Deputy

ORDER CHANGING NAME

Please note: All written text must be written within page border.

0081645

REFERENCE/CASE NO: _____

GRANTOR/OLD NAME: KURT CHRISTIAN WEINREICH AGE: 38

GRANTEE/NEW NAME: KURT KANAM

THIS MATTER came on regularly for hearing in open court upon the petition of KURT
CHRISTIAN WEINREICH for an Order Changing Name of ☐ Petitioner ☐ Petitioner's minor child.

The Court finding that Petitioner is a resident of Thurston County, Washington, and further finding that:

- ☒ The allegations in the Petition for Name Change are true and are not intended to defraud or mislead any person.
- ☐ Either both parents of the minor child have consented to changing the child's name, or there is proof on file with this Court that the nonconsenting parent has been served with a copy of Notice of Hearing for Name Change in person or by publication.
- ☐ The name change promotes the minor's best interests.
- ☐ Petitioner (Minor) is currently under the jurisdiction of the Department of Corrections (DOC) and has submitted a copy of the Petition for Name Change to DOC as least five (5) days prior to this hearing.
- ☐ Petitioner (Minor) is required to register as a sex offender and has shown proof of notification to the sheriff of the county of residence and to the Washington State Patrol at least five (5) days prior to this hearing.

IT IS ORDERED that the former name of KURT CHRISTIAN WEINREICH
be changed to the new name of KURT KANAM

Presented by:

[Signature]
Petitioner (Signature)

DONE IN OPEN COURT ON: 10-2-08

2103 HARRISON #143

[Signature]

Street Address Apt/Unit
CITY MP1A WA 98502

District Court Judge

City State Zip

Telephone: 360-950-3742

Memorandum

INTRODUCTION

This court is asked to affirm the existence of the Pilchuck Nation and the aboriginal rights of the Pilchuck Nation based upon the following;

The Pilchuck Nation under the leadership of Chieftain Kurt Kanam descendant of Chief Pat Kanam is a continuing maintenance of the Pilchuck nation's tribal organization and evidence of the Pilchuck Nations possession of Treaty rights.

The Pilchuck Nation makes the same claims as the Stillagaumish tribe in US v Washington. The district court upheld the Stillaguamish's aboriginal treaty rights.

RIGHTS

Aboriginal rights are distinct and different to statutorily rights:

While it might be argued that the Pilchuck Nation may not posse's statutory rights it does posses inalienable treaty and aboriginal rights. The primary right of the Pilchuck Nation is the right to gather food. Three Primary rules have been developed supporting this notion;

Ambiguous expressions must be resolved in favor of the Indian parties concerned [McLanahan V Store Tax Comm'n 411 US 164 (1923)]; Indian treaties must be interpreted as the Indians themselves would have understood them, [Choctaw Nation v. Oklahoma, 397 US 620 (1970)]; Indian treaties must be liberally construed in favor of the Indians [Choctaw Nation v. US 381 US 423 (1943)];

The Pilchuck Nation has never abandoned its Treaty rights and it's treaty rights have not been abrogated;

... it is a fact that no Supreme Court case during the last half-century has permitted the abrogation of Indian treaty rights without an express statement in a subsequent statute. Thus there is a growing tendency to require clarity and specifically in legislative arrogations (63 Calif L.R. 601, 630 (1975))

The aboriginal treaty rights of the Pilchuck Nation are property rights

Public Law 96-420 section 3 definitions (b) "land or natural resources" means any real property or natural resources, including but without limitation, minerals and mineral rights, timber and timber rights, water and water rights, and hunting and fishing rights."

**"Rights of hunting and fishing Guaranteed by
treaty or statute are in some respects property
Rights" Felix Cohen Indian law handbook**

Because Tribes are the original owners of the land, courts have held that tribes keep the right to use the land unless they expressly give up that right. Tribes preserve all their rights to use the land until then. This doctrine is known as the "reserved rights doctrine"; it first used by the supreme court in *US v Winas*, 198 US 371 (1905) where the Supreme Court held "The treaty was not a grant of rights to the Indians, but a grant of rights from them -- a reservation of those not granted"

The protection promised to the tribes by the United States in treaties is Twofold. First, the United States promises to defend tribes reserved hunting and fishing rights in court *US v Michigan*, 471 Supp. 192 (W.D. Mich 1974)

The second way the United States protects treaty rights is through the place of treaties in our system of constitutional law. Treaties are the supreme law of the land "...all treaties made, or which shall be made, under authority of the United States, shall be the supreme law of the land; and the Judges in every State shall be bound thereby, in anything in the Constitution or laws of any to the contrary notwithstanding."

GOVERNMENT

It is irrefutable that the Pilchuck Nation has maintained a hierarchal Chiefdom government in accordance with its aboriginal custom.

"Whether a group of citizens of Indian ancestry is descended from a treaty signatory and has maintained an organized tribal structure is a factual question which a district court is competent to determine"

Cf. *Upper Chehalis tribe v United States*, 155 F. Supp 225 (ct. C. 1957)

A question of the continuing nature of the Pilchuck Nation Government would be question of the Point Elliott treaty and an attempt to annul the treaty

"To Maintain that the United States untended by a change of its fundamental law, which was not ratified by these tribes **** to annul treaties then existing **** Would be to charge-upon the United states repudiation of national obligations, repudiations doubly infamous from the fact that the parties whose claims were thus annulled are too weak to enforce their just rights, and were enjoying the voluntary assumed guardianship and protection of this Government." (Sen. Report No. 268 41st Cong 3d sess, December 14, 1870, p11

25 USC 177 (Indian Non-Intercourse Act); 26 Stat. 851 (Indian Depredation Act.)

[T]here is an irreputable presumption that it (Pilchuck Nation) has not abandoned its treaty rights today. (3) If it the Tribe is composed of Indians descended from a treaty signatory and has maintained a tribal organization.

Kurt Kanam is a Pilchuck Indian and a direct descendant of the treaty signatory and the Pilchuck nation has maintained it's aboriginal tribal government.

The ninth circuit upheld the notion that being a descendant of a treaty signatory and maintaining a tribal organization was to posses treaty rights.

There is no specified evidentiary requirement for maintaining a tribal organization.

"Evidence supported the Court's finding that members of the two tribes (Upper Skagit and Stillaguamish) are descendants of treaty signatories and have maintained tribal organizations. We, therefore, affirm the District court's conclusion that the Stillaguamish and upper Skagit are entities possessing rights under the Treaty of Point Elliot"

FEDERAL RECONITION

The opinion of the United States US v Washington # 9213, That only members of a federally recognized tribe posses treaty rights, is based upon no published law and is unconstitutional in that is attempts to supercede the constitution prohibition on the corruption of blood (inheritance) with an administrative action.

This notion is constitutionally repugnant and therefore void.

This Court is requested to void the above mention US order as void.

In addressing the relationship of Federal recognition to treaty rights;

Non-recognition of the tribe by the federal government and the failure of the secretary of the Interior to approve a tribe's enrollment may result in a loss of statutory benefits, but can have no impact on vested treaty rights.

US v Washington Slip opinion at p 21 (9th Cir. 1975)

>>>> Only Indians are entitled to be enrolled for the purpose of receiving allotment and the fact of enrollment would be evidence that the enrollee is an Indian. But the refusal of the Department of Interior to enroll a certain Indian as a member of a certain tribe is not necessarily an administrative determination that the person is not an Indian. Morre's mother failed to be enrolled as a St. Croix Indian because she was to young not because she was not an Indian (pp 31-32) EX PARTE Pero, 99 F. 2d 28 (c.c.a. 7 1938)

25 CFR 52.1 (g)

"Recognized Tribe means any Indian Tribe which has entered into a treaty convention or executive agreement with the Federal government or whose tribal entity has been otherwise recognized by the United States"

ATTACHMENT NUMBER 5.



United States Department of the Interior

Bureau of Indian Affairs
Puget Sound Agency
2707 Colby Ave. - Suite 1101
Everett, Washington 98201-3665
(425) 258-2651



May 02, 2002

Mr. Robert Gene Posenjak
c/o 6560 Cultee Bay Road
Clinton, WA 98236

Dear Mr. Posenjak:

This letter is to confirm that you participated in the Snoqualmie Judgement under PL 92-30, Act of May 29, 1967 (81 Stat. 30-42); Docket 93. You were determined to be the great-great-great-grandson of Chief Pat-ka-nam and shared in the distribution of the funds to those descendants of members of the Snoqualmie and Skykomish Tribes as they were constituted in 1855.

Pat-Ka-nam signed the Point Elliot Treaty, a copy of which is attached.

Sincerely,

A handwritten signature in cursive script, reading "Judith R. Joseph".

Judith R. Joseph
Superintendent

Enclosures

Copies made from the
Archives of the Bureau
Of Indian Affairs, Puget
Sound Agency, Everett,
Washington
March 28, 2005

Case 3:12-cv-00501 Document 1 Filed 04/10/12 Page 10 of 22
UPPER SKAGIT, INCLUDING SAUK-SUIATTLE SNOQUALMIE-SKYKOMISH
ACT OF JUNE 23, 1971 (85 Stat. 83)

Be filed with the Superintendent, Western Washington Agency, 3006 Colby
Everett, WA 98203 and must be postmarked not later than April 23, 1972.

Application No.

I CERTIFY THAT THIS
DOCUMENT IS A TRUE COPY
OF RECORD IN THE PUGET
SOUND AGENCY, BUREAU
OF INDIAN AFFAIRS

F-222

Date Postmarked **JAN 7**

PLEASE PRINT

(DO NOT WRITE ABOVE THESE LINES)

Social Sec

1. Name ¹⁴ Robert Gene ⁶⁶ M ⁸⁹ 34-62
Last Name First Middle Jr., Sr., Sex
Etc.

2. Maiden Name

3. Previous married names in order

4. In care of ⁸ AITA Posenjak

5. Address ⁴³ 12606 Ridge Lake Rd ¹²² Everett ²⁴ 98
Street & No. or Rt. & Box No. City or Town State Zip C

6. Place of Birth Everett Wash. Date of Birth Mar 29 1
City State Month Day

7. If enrolled in any tribe, give name of tribe No Enrollment No. ³⁰

8. Is applicant an adopted child? Yes ☐ No ☒ If yes, show real parents on family tr

9. Have you shared in any other judgment award? If so, name judgment award A

10. Check which award or awards you believe you are eligible to share in:

Snohomish ☐ ⁵⁸ Upper Skagit-Sauk-Suiattle ☐ ⁵⁹ Snoqualmie-Skykomish ☒ ⁶⁰

1. Eligibility depends upon establishing ancestry. Therefore, the family tree on the back
be filled out to the best of your ability.

2. OFFICIAL BIRTH DOCUMENTS MUST BE FURNISHED SHOWING NAME OF APPLICANT, BIRTH DATE, NAME
FATHER AND MAIDEN NAME OF MOTHER. See item No. 11 on instruction sheet for type of pro
accepted.

3. If applicant died after June 23, 1971, give date of death ⁶ ⁶³ ⁶⁵
Month Day Year

4. I certify that I, for whom this application is made was liv
on June 23, 1971 and is a descendant of the person through whom eligibility for enrollm
claimed. I am aware that criminal penalties are provided by statute for knowingly maki
false statements. (18 U.S.C. 1001)

My relationship to the applicant is

5. 11-28-71 Robert Gene Posenjak
Date Signed Signature of Applicant or Sponsor

Address of person making and certifying application on behalf of another if different fr
line 5 above.

BE SURE TO FILL OUT FAMILY TREE ON BACK

Form prepared by _____

No. _____

Index _____

Telephone (A/C) _____

ANCESTRY CHART

CHART NO. ()

Person No. 1 on this chart is the same
person as No. _____ on chart No. _____

KEY TO ABBREVIATIONS:

b. Date of Birth
p.b. Place of Birth
m. Date of Marriage
p.m. Place of Marriage
d. Date of Death
p.d. Place of Death
Write dates as month, day,
year [Oct 2, 1978]
Write places as city or
town, (county), state
[Chicago (Cook) Illinois]

USE THIS FORM: Begin by entering the information about yourself at No. 1, your father at No. 2, his father at No. 4, etc. If you need to trace your ancestry farther back than this form allows, simply enter the name of your relative which is in the column numbered 8 through 15 in blank No. 1 on another chart and continue. Documentary evidence must be furnished.

2 Joseph Steve Posenjak

(Father of No. 1)

b. Feb. 15, 1921
p.b. Buffalo (Erie) N.Y.
m. Aug. 14, 1943
p.m. Bremerton (Kitsap) Wa.
d. Sept. 9, 1985
p.d. Everett (Sno.) Wa.

Julia Latka

(Mother of No. 2)

b. p.b. Poland
d. p.d. Lackawanna, N.Y.

1 Robert Gene Posenjak

b. Mar. 29, 1955
p.b. Everett (Sno) Wa.
m. Jan 30, 1976
p.m. Everett (Sno) Wa.
d.
p.d.

8 William Marcus Gildow

(Father of No. 3)

b. Feb. 13, 1884
p.b. Oak Harbor (Island) Wa.
m. April 3, 1919
p.m. Coupeville (Island) Wa.
d. Mar. 19, 1953
p.d. Freeland (Island) Wa.

3 Alta Virginia Gildow

(Mother of No. 1)

b. Mar. 16, 1921
p.b. Langley (Island) Wa.
d.
p.d.

7 Alta Viola Rothgeb

(Mother of No. 3)

b. Sept 14, 1896
p.b. Perry (Noble) Ok.
d. Oct 1927
p.d. Langley (Island) Wa.

Sherri Aley

(Spouse of No. 1)

b. Oct. 4, 1960

8 Caucasian

(Father of No. 4)

b.
p.b.
m.
p.m.
d.
p.d.

Caucasian

(Mother of No. 4)

10 Caucasian

(Father of No. 5)

b.
p.b.
m.
p.m.
d.
p.d.

Caucasian

(Mother of No. 5)

12 William J. Gildow

(Father of No. 6)

b. June 9, 1835
p.b. England
m. June 3, 1870
p.m. Coupeville (Island) Wa.
d. Mar. 14, 1914
p.d. Coupeville (Island) Wa.
Charlotte Glasgow

(Mother of No. 6)

b. Sept. 6, 1855
p.b. Olympia (Thurston) Wa.
d. Oct. 2, 1888
p.d. San de Fuca (Island)

14 Daniel D. Rothgeb

(Father of No. 7)

b. July 21, 1855
p.b. Fairview, Ohio
m. Nov. 2, 1875
p.m.
d. Sept 23, 1922
p.d. Langley (Island) Wa.

15 Malissa March

(Mother of No. 7)

b. Feb. 14, 1854
p.b. Fairview, Ohio
m. Jan 26 1878

Name _____
 Address _____
 Telephone (A/C) _____

ANCESTRY CHART

CHART 1

Person No. 1 on this chart is the same
 person as No. _____ on chart No. _____

KEY TO ABBREVIATIONS:

b. Date of Birth
 p.b. Place of Birth
 m. Date of Marriage
 p.m. Place of Marriage
 d. Date of Death
 p.d. Place of Death
 Write dates as month, day,
 year [Oct 2, 1978]
 Write places as city or
 town, (county), state
 [Chicago (Cook) Illinois]

TO USE THIS FORM: Begin by entering the information about yourself at No. 1, your father at No. 2, his father at No. 4, so on. If you need to trace your ancestry farther back than this form allows, simply enter the name of your relative which appears in the column numbered 8 through 15 in blank No. 1 on another chart and continue. Documentary evidence must be furnished.

2 PatKanim

(Father of No. 1)

b.
 p.b. Yakima Wa.
 m.
 p.m.
 d. 1858
 p.d. Snohomish, Wa

Yakima
 Snoqualmie

(Father of No. 2)

b.
 p.b.
 m.
 p.m.
 d.
 p.d.

Nex Pierce

(Father of No. 8)

b.
 p.b.
 m.
 p.m.
 d.
 p.d.

Indian

(Mother of No. 9)

b.
 p.b.
 d.
 p.d. Indian

10

(Father of No. 11)

b.
 p.b.
 m.
 p.m.
 d.
 p.d.

Indian

(Mother of No. 12)

b.
 p.b.
 d.
 p.d.

Indian

12

(Father of No. 13)

b.
 p.b.
 m.
 p.m.
 d.
 p.d.

Indian

(Mother of No. 14)

b.
 p.b.
 d.
 p.d.

Indian

14

(Father of No. 15)

b.
 p.b.
 m.
 p.m.
 d.
 p.d.

Indian

(Mother of No. 15)

1 Julia PatKanim

b.
 p.b. Washington
 m.
 p.m.
 d.
 p.d. Coupeville (Island) Wa.

Indian

(Father of No. 3)

b.
 p.b.
 m.
 p.m.
 d.
 p.d.

Skykomish
 Snoqualmie

(Mother of No. 2)

b.
 p.b.
 d.
 p.d.

Indian

(Mother of No. 3)

b.
 p.b.
 d.
 p.d.

Thomas Glasgow

(Spouse of No. 1)

b. 1825
 p.d.

ATTACHMENT NUMBER 6.

ABOUT US | TRENDS | NEWS & EVENTS | CONTACT | AUTHORS

SEARCH GUIDE

GO

Ch. 18 Recognition & Enforcement of Judgments

Author: MARGARET A. DALE

II. The Uniform Foreign Country Money Judgments Recognition Act

Text Size: A A A

Print

A. In 1962, the National Conference of Commissioners on Uniform State Laws approved and recommended for enactment the Uniform Foreign Money-Judgments Recognition Act ("UFMJRA" or the "Act"). See 13 U.L.A. 39 (1988). At the time, it was common for judgments rendered in U.S. courts not to be recognized abroad because of the concern held by other nations that judgments by their courts would not be recognized in a U.S. court. The Act codified the common law applied in the majority of U.S. states. The expectation was that, by adopting a "standard," U.S. judgments would more likely be recognized abroad. See also Chapter 6 of this Guide, which also discusses the UFMJRA.

B. Many states in the U.S., including New York, have adopted the Act or some parts of it. Currently, more than half the states have adopted some version of the Act.

1. The New York statute can be found in Article 53 of the New York Civil Practice Law and Rules.

2. The UFMJRA was revised and updated in 2005 to clarify provisions and correct problems created by the interpretation of provisions by courts over the years. Since its revision, the 2005 Act has been adopted by Idaho and Nevada, and has been introduced for adoption in California and Michigan. See <http://www.nccusl.org/Update/>.

C. The UFMJRA applies to non-U.S. court judgments granting or denying the recovery of a sum of money.

1. While the Act does not extend recognition to judgments for taxes, fines or penalties and support judgments in