

Attorney of Record for Claimants:

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IN THE UNITED STATES COURT OF FEDERAL CLAIMS

AARON OLSON, a natural person;

OLSON LIVING TRUST, a revocable trust, via
Denis R. Olson as Trustee;

DARIN OLSON, a natural person;

ANDREW SYTSMA and CATHERINE

SYTSMA, husband and wife,

d/b/a "A&C SYTSMA DAIRY";

WILLIAM DOMAN and MARLA DOMAN,
husband and wife;

INA RAY WIRTA, a natural person;

WILLIAM WILTSE and MAIDA WILTSE,

husband and wife;

E. JAMES BOISSELLE and SUSAN

BOISELLE, husband and wife,

d/b/a "BOISSELLE FARMS";

HENRY YOUNG and FEVIS YOUNG,
husband and wife;

EL RANCHO BELLA VISTA, L.L.C.,

a for-profit entity organized under

Washington law;

GEORGE & MARGARET, L.L.C.,

a for-profit entity organized under

Washington law;

GEORGE DeRUYTER, a natural person;

WARREN SADECKI and EVA SADECKI,

husband and wife;

CAROLYN PATTERSON, a natural person; and

GREEN ACRE FARMS, INC., a for-profit
entity organized under Washington law,

Claimants,

vs.

UNITED STATES OF AMERICA, Department
of the Interior, Bureau of Indian Affairs, Wapato
Irrigation Project,

Respondent.

Case No. 18-287 C

AMENDED COMPLAINT

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1 The Claimants, by and through their attorney of record, James A. Perkins (WSBA
2 #13330), as their "Amended Complaint" against the Respondent, UNITED STATES OF
3 AMERICA, Department of the Interior, Bureau of Indian Affairs, Wapato Irrigation Project,
4 the Claimants hereby allege, claim and pray as follows:

5 **JURISDICTION AND PRIOR TORT SUIT**

6 1. Pursuant to 28 U.S.C. § 1491(a)(1), this court has express jurisdiction over the
7 Claimants' claims against the Respondent because such claims are founded upon one or more
8 Acts of Congress, upon one or more regulations of an executive department, and/or upon
9 express or implied contracts with the United States.

10 2. The implicated Acts of Congress include, at a minimum, the Act of August 1, 1914
11 (38 Stat. 604); the Act of May 18, 1916 (39 Stat. 154); the Reclamation Act of 1902 (43 U.S.C.
12 §§371-600e); the Act of March 6, 1906 (32 Stat. 53); 25 U.S.C. §§402a, 403, 415 & 3701-
13 3702; 33 Stat. 595; and 33 Stat. 1094.

14 3. The implicated regulations include, at a minimum, 25 C.F.R. §§162.101-.256 and
15 *Magnus Mickelson*, 43 Pub. Lands Dec. 210 (1914).

16 4. The implicated express and/or implied contracts include, at a minimum, each of the
17 written "Application", "Lease" and "Permit" contracts appended hereto as Exhibits to this
18 Amended Complaint and also each financial commerce transaction that occurred between the
19 Claimants and Respondent during the term of and pursuant to such written "Application",
20 "Lease" and "Permit" contracts.

21 5. Prior to commencement of the instant case, the Claimants filed suit against
22 Respondent in the Eastern District of Washington. Such prior suit was assigned case number
23 CV 14-3166. The Claimants (as plaintiffs on such prior suit) alleged various tort claims against

Respondent, which tort claims arose from the same transactions and occurrences that are now at-issue on the instant case. The prior suit was dismissed by the court on the basis that the Claimants' claims did not properly sound in tort and should instead be filed in the instant court.

WAPATO IRRIGATION PROJECT

6. At all relevant times, the Wapato Irrigation Project has been located in south-central Washington within the boundaries of the Yakama Indian Reservation.

7. At all relevant times, the Wapato Irrigation Project has been managed by the Bureau of Indian Affairs pursuant to 25 C.F.R. Part 171.

8. At all relevant times, the Wapato Irrigation Project's fundamental purpose has been to deliver irrigation water to customers located within its service area.

9. At all relevant times, the Wapato Irrigation Project has had approximately 2,500 customers. At all relevant times, the Wapato Irrigation project has levied and collected annual monetary assessments from its customers, which assessments are intended to cover the full costs of delivering water including day-to-day operational expenses, regular maintenance expenses and also expenses for anticipated rehabilitation and/or the replacement of equipment.

10. Originally, all acreage of the Yakama Indian Reservation (including that which is now serviced by the Wapato Irrigation Project) was owned by the Yakima Indian Nation. Over the years, however, portions of the Yakama Indian Reservation (including those which are now serviced by the Wapato Irrigation Project) were allotted to individual Indians and other portions were sold to non-Indians.

11. As of May 1997, title to approximately fifty-five percent (55%) of the acreage serviced by the Wapato Irrigation Project was held in trust by the United States for individual Indians and/or for the Yakama Indian Nation, and title to the other approximate forty-five

1 percent (45%) of the acreage serviced by the Wapato Irrigation Project was owned by non-
2 Indians. Also as of May 1997, most of the acreage held in trust by the United States was
3 actually leased to non-Indians for agricultural purposes. As of the present date, the same
4 situation and approximate percentages exist, such that the majority of the acreage serviced by
5 the Wapato Irrigation Project is either owned directly by non-Indians or is leased to non-
6 Indians.

7 RESPONDENT

8 12. At all relevant times, the Respondent UNITED STATES OF AMERICA has
9 operated a Department of the Interior. At all relevant times, the Department of the Interior has
10 operated a Bureau of Indian Affairs. At all relevant times, the Bureau of Indian Affairs has
11 itself been the "Project Administrator" of the Wapato Irrigation Project and/or has employed,
12 overseen and directed the "Project Administrator" of the Wapato Irrigation Project.

13 13. At all relevant times, the Respondent has been legally responsible, accountable and
14 liable for the actions and omissions of Wapato Irrigation Project.

15 CLAIMANTS, GENERALLY

16 14. The "Claimants" on this lawsuit are natural persons, trusts and business entities
17 that during the 2013 crop season owned specific portions of land and/or leased specific portions
18 of land that were serviced by the Respondent, via its Wapato Irrigation Project. Stated another
19 way, the Claimants were customers of the Wapato Irrigation Project during the 2013 crop
20 season.

21 CONTRACTS AND LAWS, GENERALLY

22 15. During the 2013 crop season, each Claimant was a party to one or more express
23 or implied contracts with Respondent. Such express or implied contracts obligated the

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Respondent, via its Wapato Irrigation Project, to deliver irrigation water to each Claimant's land in proportionate amounts in exchange for the Claimants' payment of their respective monetary assessments. In addition, Respondent was also obligated to do such pursuant to one or more Acts of Congress and/or one or more regulations of an executive department.

NATURE OF SUIT, GENERALLY

16. During the 2013 crop season, each Claimant was a "customer" of the Wapato Irrigation Project. Each Claimant paid his, her and/or its respective monetary assessments in full. However, the Wapato Irrigation Project failed to deliver proportional irrigation waters to the Claimants in violation of the obligations imposed on the Wapato Irrigation Project by express or implied contracts, by one or more Acts of Congress, and/or by one or more regulations of an executive department. As a result, the Claimants suffered financial losses for which the Claimants seek monetary damages via this Amended Complaint.

"APPLICATION" CONTRACTS, GENERALLY

17. With respect to owned lands, written contracts were typically entitled "Application for Water Right Wapato Unit Yakima Reservation, Washington" or something similar. These documents were created in various decades, including but not limited to the 1940s and 1950s. The documents were written by Respondent, approved by Respondent and signed by Respondent. Despite being titled as "Applications", these documents are contractual agreements by and between the Respondent and the respective then-owner(s) of each portion of land. As a matter of law, these contracts became appurtenances to each corresponding portion of land, such that the "customer" positions on these contracts transferred as part of legal title whenever the corresponding portions of land were conveyed to new respective owners throughout the decades. The Claimants in the instant case include natural persons and business

1 entities that, during the 2013 crop season, were fee owners of portions of land that included one
 2 or more appurtenance "Application" contracts as part of title. Thus, those Claimants are
 3 successors-in-interest to the original "customers" on those "Application" contracts.

4 **"LEASE" AND "PERMIT" CONTRACTS, GENERALLY**

5 18. With respect to leased lands, written contracts had several different titles,
 6 including but perhaps not limited to "Irrigated Pasture Lease", "Farming Lease", "Farming and
 7 Irrigated Pasture Lease", "Grazing Revocable Permit" and other similar titles. These
 8 documents were created on various dates, all subsequent to the year 2000. The documents
 9 were written by Respondent, approved by Respondent and signed by Respondent. The
 10 Claimants in the instant case include natural persons and business entities that, during the 2013
 11 crop season, were tenants/lessees of portions of land to which one or more "Lease" or "Permit"
 12 contracts applied. Accordingly, those Claimants are the "customers" on those "Lease" and
 13 "Permit" contracts.

14 **CONTRACT DESCRIPTORS AND DESIGNATIONS, GENERALLY**

15 19. Both with respect to the "Application" contracts (for owned lands) and the
 16 "Lease" contracts (for leased lands), the contracts included and utilized various descriptors and
 17 designations, somewhat inconsistently. These descriptors and designations included, but
 18 perhaps were not limited to, the following:

- 19 a. Contract title;
- 20 b. Name(s) of original customer(s) (for decades-old "Application" contracts,
 typically described as "party of the second part");
- 21 c. Date (of formation);
- 22 d. Number (of contract);
- 23 e. Serial number (which was often handwritten);

- f. Water allotment number;
- g. Water right number;
- h. Yakima County Auditor's recording number;
- i. Legal description of the corresponding lands (as of the date of formation, but which may have otherwise changed over the subsequent years);
- j. Section, Township and Range numbers (as of the date of formation, but which may have otherwise changes over the subsequent years);
- k. Acres of land (irrigable or cultivatable); and
- l. Duration, commencement date and termination date (for "Lease" and "Permit" contracts).

20. In addition to the descriptors and designations addressed in paragraph 19 and its subparts above, the subject lands can also be identified and disambiguated via their current Yakima County Assessor's Parcel Numbers. Such Parcel Numbers were assigned after the "Application" contracts came into existence, but typically existed when the "Lease" and "Permit" contracts came into existence (despite typically not being recited on such "Lease" and "Permit" contracts).

FINANCIAL COMMERCE TRANSACTIONS, GENERALLY

20. During the 2013 crop season, financial commerce transactions occurred between Claimants and Respondent. Each Claimant paid Respondent for irrigation water, pursuant to written invoices or bills issued by Respondent. Respondent received the payments from Claimants. However, Respondent failed to deliver the irrigation water to the Claimants. Respondent refuses to issue monetary refunds to Claimants.

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**CLAIMANTS, CONTRACTS AND PAYMENTS OF ASSESSMENTS DURING THE
2013 CROP SEASON, SPECIFICALLY**

21. AARON OLSON. At all relevant times, Claimant Aaron Olson has been a natural person and has been a resident of Yakima County, Washington and/or a resident on land(s) within the Yakama Nation Indian Reservation.

22. During the crop year of 2013, Claimant Aaron Olson was engaged in farming activities on land serviced by the Wapato Irrigation Project. Claimant Aaron Olson was the "tenant" party to the following "Lease" contracts with the Wapato Irrigation Project, which contracts included specified water rights/allotments to be fulfilled by the Wapato Irrigation Project:

a. **"Exhibit A"** hereto:

Claimant(s):	Aaron Olson
Contract Title:	"Irrigated Pasture Lease"
Date of Formation:	March 8, 2012
Lease Number:	1-2-2801-1216 (a/k/a 122801 per "Annual Bill")
Serial Number(s):	3240 and 3281
Water Allotment Number(s):	T-3549 and T-3604
Water Right Number(s):	(unknown and/or unused)
Yakima County Auditor's Recording Number:	(unknown and/or unused)
Yakima County Assessor's Parcel Number(s):	(unknown and/or unused)
Legal Description:	(T-3549) NW $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 29, T. 10 N., R. 18 E., W.M. WA. (T-3604) NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 29, T. 10 N., R. 18 E., W.M., WA.
Section, Township & Range Numbers:	Section 29, Township 10 North, Range 13 East
Acres of Irrigable Land:	120 acres, more or less
Duration, Commencement Date & Termination Date:	Five Years: January 1, 2012 – December 31, 2016

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b. **“Exhibit B”** hereto:

Claimant(s):	Aaron Olson
Contract Title:	“Farming Lease”
Date of Formation:	July 11, 2012
Lease Number:	1-2-2891-1317 (a/k/a 122891 per “Supplemental Bill”)
Serial Number(s):	3334
Water Allotment Number(s):	T-3611 (a/k/a 3611 per “Supplemental Bill”)
Water Right Number(s):	(unknown and/or unused)
Yakima County Auditor’s Recording Number:	(unknown and/or unused)
Yakima County Assessor’s Parcel Number(s):	(unknown and/or unused)
Legal Description:	T-3611: Undivided 40.1388% Trust Interest in W½NE¼, Sec. 32, T. 10 N., R. 18 E., W.M., WA.
Section, Township & Range Numbers:	Section 32, Township 10 North, Range 18 East
Acres of Irrigable Land:	80 acres, more or less
Duration, Commencement Date & Termination Date:	Five Years: January 1, 2013 – December 31, 2017

c. **“Exhibit C”** hereto:

Claimant(s):	Aaron Olson
Contract Title:	“Farming and Irrigated Pasture Lease”
Date of Formation:	May 4, 2009
Lease Number:	2-2-2284-0913 (a/k/a 122284 per “Annual Bill”)
Serial Number(s):	3274
Water Allotment Number(s):	3550
Water Right Number(s):	(unknown and/or unused)
Yakima County Auditor’s Recording Number:	(unknown and/or unused)
Yakima County Assessor’s Parcel Number(s):	(unknown and/or unused)
Legal Description:	S2SW4 in Sec. 29, T. 10 N., R. 18 E., W.M., WA
Section, Township & Range Numbers:	Section 29, Township 10 North, Range 18 East
Acres of Irrigable Land:	80 acres, more or less
Duration, Commencement Date & Termination Date:	Five Years: January 1, 2009 – December 31, 2013

d. **“Exhibit D”** hereto:

Claimant(s):	Aaron Olson
Contract Title:	“Farming Lease”
Date of Formation:	October 1, 2008
Lease Number:	1-2-2141-0918 (a/k/a 122141 per “Annual Bill)
Serial Number(s):	3227 and 3279
Water Allotment Number(s):	T-3567 and T-3578
Water Right Number(s):	(unknown and/or unused)
Yakima County Auditor’s Recording Number:	(unknown and/or unused)
Yakima County Assessor’s Parcel Number(s):	(unknown and/or unused)
Legal Description:	T-3567 & T-3578: (T-3567) N½SE¼; (T-3578) S½SE¼, BOTH IN Sec. 30, T. 10 N., R. 18 E., W.M., WA.
Section, Township & Range Numbers:	Section 30, Township 10 North, Range 18 East
Acres of Irrigable Land:	160 acres, more or less
Duration, Commencement Date & Termination Date:	Ten Years: January 1, 2009 – December 31, 2018

23. For the crop year of 2013 and under the above-identified “Lease” contracts, Claimant Aaron Olson was charged by and paid to the Wapato Irrigation Project, and the Wapato Irrigation Project received and accepted from Claimant Aaron Olson, monetary assessments in the aggregate total of \$28,096.40, which was comprised of the following individual amounts:

- a. The amount of \$5,325.00, for irrigation water that was supposed to have been delivered pursuant to the contract appended hereto as **“Exhibit A”**;
- b. The amount of \$5,781.40, for irrigation water that was supposed to have been delivered pursuant to the contract appended hereto as **“Exhibit B”**;
- c. The amount of \$5,920.00, for irrigation water that was supposed to have been delivered pursuant to the contract appended hereto as **“Exhibit C”**; and
- d. The amount of \$11,070.00 for irrigation water that was supposed to have been delivered pursuant to the contract appended hereto as **“Exhibit D”**.

24. OLSON LIVING TRUST. At all relevant times, Claimant Olson Living Trust has been a revocable trust that was established on or about September 23, 1999, by Denis R. Olson and Janette L. Olson as Trustors. The current Trustees for Claimant Olson Living Trust are Denis R. Olson and Jeanette L. Olson. Pursuant to paragraph 5 of the "Certificate of Trust", either Trustee "may conduct business and act on behalf of [the] Trust without the consent of any other Trustees."

25. At all relevant times, Claimant Olson Living Trust has been lawfully engaged in commerce in Yakima County, Washington and/or on land(s) within the Yakama Nation Indian Reservation.

26. During the crop year of 2013, Claimant Olson Living Trust was engaged in farming activities on land serviced by the Wapato Irrigation Project. Claimant Olson Living Trust was the fee title owner of the following parcel of land, for which an appurtenant contract existed which specified water rights/allotments to be fulfilled by the Wapato Irrigation Project:

a. **(Copy of contract not yet located/possessed, but a corresponding "Receipt" is appended as "Exhibit E" hereto):**

Claimant(s):	Olson Living Trust
Contract Title:	(unknown)
Original "Customer(s)":	(unknown)
Date of Formation:	(unknown)
Contract Number:	(unknown and/or unused)
Serial Number(s):	3169 (per "Receipt")
Water Allotment Number(s):	F3612 (per "Receipt")
Water Right Number(s):	(unknown and/or unused)
Yakima County Auditor's Recording Number:	(unknown and/or unused)
Yakima County Assessor's Parcel Number(s):	181032-11004
Legal Description:	East ½ of NE ¼ of Section 32, Township 10 North, Range 18 East, Situated in Yakima County, Washington.

Section, Township & Range Numbers:	Section 32, Township 10 North, Range 18 East
Acres of Irrigable Land:	Unknown (but parcel is 81.87 total acres in size)

27. For the crop year of 2013 and under the above-identified contract, Claimant Olson Living Trust was charged by and paid to the Wapato Irrigation Project, and the Wapato Irrigation Project received and accepted from Claimant Olson Living Trust (via one of its Trustees and/or via another of its agents), monetary assessments in the following amount:

- a. The amount of \$5,920.00, for irrigation water that was supposed to have been delivered pursuant to the contract (a copy of which is not yet located/possessed) that corresponds to the "Water Bill and Payment Receipt" that is appended hereto appended hereto as "Exhibit E".

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28. DARIN OLSON. At all relevant times, Claimant Darin Olson has been a natural person and has been a resident of Yakima County, Washington and/or a resident on land within the Yakama Nation Indian Reservation.

29. During the crop year of 2013, Claimant Darin Olson was engaged in farming activities on land serviced by the Wapato Irrigation Project. Claimant Darin Olson was the "tenant" party to the following "Lease" contract with the Wapato Irrigation Project, which contract included specified water rights/allotments to be fulfilled by the Wapato Irrigation Project:

- a. **(Copy of lease not yet located/possessed, but a corresponding "Payment Invoice" is appended as "Exhibit F" hereto, which is mistakenly in the name of Aaron Olson when the correct name should be Darin Olson):**

Claimant(s):	Darin Olson
Contract Title:	Lease No. 124 P111300316 NS and/or TP 15-66
Date of Formation:	(unknown)
Lease Number:	Lease No. 124 P111300316 NS and/or TP 15-66
Serial Number(s):	3231
Water Allotment Number(s):	3505
Water Right Number(s):	(unknown and/or unused)
Yakima County Auditor's Recording Number:	(unknown and/or unused)
Yakima County Assessor's Parcel Number(s):	(unknown and/or unused)
Legal Description:	(unknown)
Section, Township & Range Numbers:	Section 28, Township 10 North, Range 18 East
Acres of Irrigable Land:	38.480 acres and 36.050 acres
Duration, Commencement Date & Termination Date:	2012-2021

30. For the crop year of 2013 and under the above-identified "Lease" contract, Claimant Darin Olson was charged by and paid to the Wapato Irrigation Project, and the

1 Wapato Irrigation Project received and accepted from Claimant Darin Olson, monetary
2 assessments in the following amount:

- 3 a. The amount of \$3,700.00, for irrigation water that was supposed to have been
4 delivered pursuant to the contract (a copy of which is not yet located/possessed)
that corresponds to the "Payment Invoice" that is appended hereto as
5 "Exhibit F".

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31. ANDREW SYTSMA and CATHERINE SYTSMA (d/b/a "A&C Sytsma Dairy"). At all relevant times, Claimants Andrew Sytsma and Catherine Sytsma (a/k/a Cathy Sytsma) have been natural people, have been lawfully married to each other as husband and wife, and have been residents of Yakima County, Washington and/or residents on land within the Yakama Nation Indian Reservation, and have been engaged in business under the assumed name (d/b/a) of "A&C Sytsma Dairy".

32. During the crop year of 2013, Claimants Andrew Sytsma and Catherine Sytsma were engaged in farming activities on land serviced by the Wapato Irrigation Project. Claimants Andrew Sytsma and Catherine Sytsma were the fee title owners of the following parcels of land, for which respective appurtenant contracts existed which specified water rights/allotments to be fulfilled by the Wapato Irrigation Project:

a. **"Exhibit G"** hereto:

Claimant(s):	Andrew and Cathy Sytsma
Contract Title:	"Application for Water Right Wapato-Satus Unit Yakima Reservation, Washington"
Original "Customer(s)":	Alex Litzenberg, Jr. and Neoma L. Litzenberg
Date of Formation:	September 24, 1970
Contract Number:	(unknown and/or unused)
Serial Number(s):	3241
Water Allotment Number(s):	3610 (a/k/a F3610 per "Annual Bill")
Water Right Number(s):	14-20-P08-1410
Yakima County Auditor's Recording Number:	2232243
Yakima County Assessor's Parcel Number(s):	181032-21001
Legal Description:	Northeast quarter of the Northwest quarter (NE/4 NW/4) of Section 32,

	Township 10, North of Range 18 East of the Willamette ^[1] Meridian. Southeast quarter of the Northwest quarter (SE/4 NW/4) of Section 32, Township 10, North of Range 18 East of the Willamette Meridian.
Section, Township & Range Numbers:	Section 32, Township 10 North, Range 18 East
Acres of Irrigable Land:	60 acres, more or less

b. **“Exhibit H”** hereto:

Claimant(s):	Andrew and Cathy Sytsma
Contract Title:	“Application for Water Right Wapato Satus Unit Yakima Reservation, Washington”
Original “Customer(s)”:	Waldo W. Skuse and Jessie W. Skuse
Date of Formation:	April 30, 1943
Contract Number:	1006
Serial Number(s):	S3406 (a/k/a 3576 per “Annual Bill”)
Water Allotment Number(s):	3517 (a/k/a F3517 per “Annual Bill”)
Water Right Number(s):	(unknown and/or unused)
Yakima County Auditor’s Recording Number:	1033812
Yakima County Assessor’s Parcel Number(s):	181031-12001
Legal Description:	West Half of the Northeast Quarter of Section 31, Township 10, North, Range 18, E.W.M. (Allotment No. 3517), shown as irrigable on the Project Map, attached to and made a part of the Wapato Project Schedule of irrigable Lands
Section, Township & Range Numbers:	Section 31, Township 10 North, Range 18 East
Acres of Irrigable Land:	32 acres, more or less

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¹ The spelling of “Willamette” has varied over the course of time. Many of the older land records spell the name as “Williamette”, with a second “i”. In referencing the various land records, this Amended Complaint uses the spelling that is recited on each particular land record.

c. **"Exhibit I"** hereto:

Claimant(s):	Andrew and Cathy Sytsma
Contract Title:	"Application for Water Right Wapato Satus Unit Yakima Reservation, Washington"
Original "Customer(s)":	Waldo W. Skuse and Jessie W. Skuse
Date of Formation:	April 30, 1943
Contract Number:	1007
Serial Number(s):	S3407 (a/k/a 3407 per "Bill")
Water Allotment Number(s):	North Half of Allotment No. 3607 (a/k/a F3607 per "Bill")
Water Right Number(s):	(unknown and/or unused)
Yakima County Auditor's Recording Number:	1033813
Yakima County Assessor's Parcel Number(s):	181031-11001
Legal Description:	Northeast Quarter of the Northeast Quarter, of Section 31, Township 10 North, Range 18, E.W.M. (North Half of Allotment No. 3607)
Section, Township & Range Numbers:	Section 31, Township 10 North, Range 18 East
Acres of Irrigable Land:	40 acres, more or less

d. **"Exhibit J"** hereto:

Claimant(s):	Andrew and Cathy Sytsma
Contract Title:	"Application for Water Right Wapato Satus Unit Yakima Reservation, Washington"
Original "Customer(s)":	Waldo W. Skuse
Date of Formation:	January 9, 1951
Contract Number:	1091
Serial Number(s):	S3407
Water Allotment Number(s):	(unknown and/or unused)
Water Right Number(s):	(unknown and/or unused)
Yakima County Auditor's Recording Number:	1345883
Yakima County Assessor's Parcel Number(s):	181031-14001
Legal Description:	North 100 ft of SE¼ NE¼ of Section 31, Township 10, North of Range 18, East of the Williamette Meridian
Section, Township & Range Numbers:	Section 31, Township 10 North, Range 18 East

Acres of Irrigable Land:	3 acres
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e. **“Exhibit K”** hereto:

Claimant(s):	Andrew and Cathy Sytsma
Contract Title:	“Application for Water Right Wapato Satus Unit Yakima Reservation, Washington”
Original “Customer(s)”:	Waldo W. Skuse
Date of Formation:	January 9, 1951
Contract Number:	1088
Serial Number(s):	S3407
Water Allotment Number(s):	(unknown and/or unused)
Water Right Number(s):	(unknown and/or unused)
Yakima County Auditor’s Recording Number:	1345880
Yakima County Assessor’s Parcel Number(s):	181031-14001
Legal Description:	South portion of SE¼ NE¼ of Section 31, Township 10, North of Range 18, East of the Willamette Meridian
Section, Township & Range Numbers:	Section 31, Township 10 North, Range 18 East
Acres of Irrigable Land:	32 acres

f. **“Exhibit L”** hereto:

Claimant(s):	Andrew and Cathy Sytsma
Contract Title:	“Application for Water Right Wapato Satus Unit Yakima Reservation, Washington”
Original “Customer(s)”:	Waldo W. Skuse and Jessie W. Skuse
Date of Formation:	April 30, 1943
Contract Number:	1008
Serial Number(s):	S3408 (a/k/a 3408 per “Annual Bill”)
Water Allotment Number(s):	3609 (a/k/a F3609 per “Annual Bill”)
Water Right Number(s):	(unknown and/or unused)
Yakima County Auditor’s Recording Number:	1033810
Yakima County Assessor’s Parcel Number(s):	181032-22001
Legal Description:	Northwest Quarter of the Northwest Quarter of Section 32, Township 10, North, Range 18, E.W.M. (Allotment No. 3609). Southwest Quarter of the Northwest

	Quarter of Section 32, Township 10, North, Range 18, E.W.M. (Allotment No. 3609), shown as irrigable on the Project Map, attached to and made a part of the Wapato Project Schedule of Irrigable Lands.
Section, Township & Range Numbers:	Section 32, Township 10 North, Range 18 East
Acres of Irrigable Land:	45.2 acres, more or less

g. **“Exhibit M”** hereto:

Claimant(s):	Andrew and Cathy Sytsma
Contract Title:	“Application for Water Right Wapato Irrigation Project Yakima Indian Reservation, Washington”
Original “Customer(s)”:	Waldo W. Skuse
Date of Formation:	January 9, 1951
Contract Number:	1085
Serial Number(s):	S3408 (a/k/a 3408 per “Annual Bill”)
Water Allotment Number(s):	F3609 (per “Annual Bill”)
Water Right Number(s):	(unknown and/or unused)
Yakima County Auditor’s Recording Number:	1345877
Yakima County Assessor’s Parcel Number(s):	181032-22001
Legal Description:	SW/4 NW/4 of Section 32, Township 10 North of Range 18 East of the Williamette Meridian
Section, Township & Range Numbers:	Section 32, Township 10 North, Range 18 East
Acres of Irrigable Land:	32 acres

h. **“Exhibit N”** hereto:

Claimant(s):	Andrew and Cathy Sytsma
Contract Title:	“Application for Water Right Wapato Yakima Reservation, Washington”
Original “Customer(s)”:	Will J. Hackett and Maria A. Hackett
Date of Formation:	March 19, 1946
Contract Number:	1030
Serial Number(s):	3577 (per “Annual Bill”)
Water Allotment Number(s):	F3602 (per “Annual Bill”)
Water Right Number(s):	(unknown and/or unused)
Yakima County Auditor’s Recording Number:	(unknown and/or unused)

Yakima County Assessor's Parcel Number(s):	181031-21002 and 181031-24001
Legal Description:	East Half of the Northwest Quarter of Section 31, Township 10, North of Range 18 East of Willamette Meridian
Section, Township & Range Numbers:	Section 31, Township 10 North, Range 18 East
Acres of Irrigable Land:	20 acres, more or less

i. **"Exhibit O"** hereto:

Claimant(s):	Andrew and Cathy Sytsma
Contract Title:	"Application for Water Right Wapato Yakima Reservation, Washington"
Original "Customer(s)":	Waldo W. Skuse
Date of Formation:	July 22, 1953
Contract Number:	1159
Serial Number(s):	3576
Water Allotment Number(s):	F3517 (per "Annual Bill")
Water Right Number(s):	(unknown and/or unused)
Yakima County Auditor's Recording Number:	1476292
Yakima County Assessor's Parcel Number(s):	181031-12001
Legal Description:	7 acres, above canal in the NW/4, NE/4 of Section 31, Township 10, North of Range 18 East of the Willamette Meridian. SW/4, NE/4 of Section 31, Township 10, North of Range 18, East of the Willamette Meridian.
Section, Township & Range Numbers:	Section 31, Township 10 North, Range 18 East
Acres of Irrigable Land:	45 acres

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i. **“Exhibit P”** hereto:

Claimant(s):	Andrew and Cathy Sytsma
Contract Title:	“Application for Water Right Wapato Yakima Reservation, Washington”
Original “Customer(s)”:	Waldo W. Skuse
Date of Formation:	July 22, 1953
Contract Number:	1161
Serial Number(s):	W/R Serial 3577 (a/k/a 3577 per “Annual Bill”)
Water Allotment Number(s):	(unknown and/or unused)
Water Right Number(s):	F3602 (per “Annual Bill”)
Yakima County Auditor’s Recording Number:	1476291
Yakima County Assessor’s Parcel Number(s):	(unknown and/or unused)
Legal Description:	NE/4, NW/4 of Section 31, Township 10, North of Range 18 East of the Willamette Meridian. SE/4, NW/4 of Section 31, Township 10, North of Range 18, East of the Willamette Meridian.
Section, Township & Range Numbers:	Section 31, Township 10 North, Range 18 East
Acres of Irrigable Land:	59 acres, more or less

33. For the crop year of 2013 and under the above-identified “Application” contracts, Claimants Andrew Sytsma and Catherine Sytsma (a/k/a Cathy Sytsma) were charged by and paid to the Wapato Irrigation Project, and the Wapato Irrigation Project received and accepted from Claimants Andrew Sytsma and Catherine Sytsma (a/k/a Cathy Sytsma), monetary assessments in the aggregate total of \$27,163.40, which was comprised of the following individual amounts:

- a. The amounts of \$2,840.00 and \$1,540.00, for irrigation water that was supposed to have been delivered pursuant to the contract appended hereto as **“Exhibit G”**;
- b. The amount of \$2,272.00 for irrigation water that was supposed to have been delivered pursuant to the contract appended hereto as **“Exhibit H”**;

- 1 c. The amounts of \$2,840.00 and \$2,695.00, for irrigation water that was supposed
2 to have been delivered pursuant to the contracts appended hereto as
3 "Exhibit I", "Exhibit J" and "Exhibit K";
4 d. The amounts of \$2,840.00 and \$2,864.40, for irrigation water that was supposed
5 to have been delivered pursuant to the contracts appended hereto as
6 "Exhibit L" and "Exhibit M";
7 e. The amount of \$1,420.00, for irrigation water that was supposed to have been
8 delivered pursuant to the contract appended hereto as "Exhibit N";
9 f. The amounts of \$497.00 and \$2,926.00, for irrigation water that was supposed
10 to have been delivered pursuant to the contract appended hereto as "Exhibit O";
11 and
12 g. The amounts of \$1,349.00 and \$3,080.00, for irrigation water that was supposed
13 to have been delivered pursuant to the contract appended hereto as "Exhibit P".

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AMENDED COMPLAINT - 22

LARSON BERG & PERKINS PLLC
105 North 3rd Street
P.O. Box 550
Yakima, WA 98907
(509) 457-1515
(509) 457-1027 (fax)

34. WILLIAM DOMAN and MARLA DOMAN. At all relevant times, Claimants William Doman (a/k/a William Larry Doman or Larry Doman) and Marla Doman have been natural persons, have been lawfully married to each other as husband and wife, and have been residents of Yakima County, Washington and/or residents on land within the Yakama Nation Indian Reservation.

35. During the crop year of 2013, Claimants William Doman (a/k/a William Larry Doman or Larry Doman) and Marla Doman were engaged in farming activities on land serviced by the Wapato Irrigation Project. Claimants William Doman (a/k/a William Larry Doman or Larry Doman) and Marla Doman were the “tenant” party to the following “Lease” contracts with the Wapato Irrigation Project, which contracts included specified water rights/allotments to be fulfilled by the Wapato Irrigation Project:

a. **“Exhibit Q”** hereto:

Claimant(s):	William Doman
Contract Title:	“Irrigated Pasture Lease”
Date of Formation:	January 28, 2013
Lease Number:	1-2-3020-1317 (a/k/a 123020 per “Annual Bill”)
Serial Number(s):	3386A (per Water Bill)
Water Allotment Number(s):	T-2761 (a/k/a 2761A per “Annual Bill”)
Water Right Number(s):	(unknown and/or unused)
Yakima County Auditor’s Recording Number:	(unknown and/or unused)
Yakima County Assessor’s Parcel Number(s):	(unknown and/or unused)
Legal Description:	NE¼SW¼, Sec. 2, T. 10 N., R. 17 E, W.M., WA
Section, Township & Range Numbers:	Section 2, Township 10 North, Range 17 East
Acres of Irrigable Land:	40 acres, more or less
Duration, Commencement Date & Termination Date:	Five Years: January 1, 2013 – December 31, 2017

b. **“Exhibit R”** hereto:

Claimant(s):	William Doman
Contract Title:	“Grazing Revocable Permit”
Date of Formation:	February 11, 2013
Lease Number:	4-2-3029-1317 (a/k/a 423029 per “Receipt”)
Serial Number(s):	1891 (per Water Bill and Payment Receipt)
Water Allotment Number(s):	T-152 (a/k/a T0152 per “Receipt”)
Water Right Number(s):	(unknown and/or unused)
Yakima County Auditor’s Recording Number:	(unknown and/or unused)
Yakima County Assessor’s Parcel Number(s):	(unknown and/or unused)
Legal Description:	T-152: Lots 2 & 3 (NW¼NE¼, NE¼NW¼) in Sec. 1, T. 10 N., R. 17 E, W.M., WA
Section, Township & Range Numbers:	Section 1, Township 10 North, Range 17 East
Acres of Irrigable Land:	78.87 acres, more or less
Duration, Commencement Date & Termination Date:	Five Years: January 1, 2013 – December 31, 2017

36. For the crop year of 2013 and under the above-identified “Lease” contracts, Claimants William Doman (a/k/a William Larry Doman or Larry Doman) and Marla Doman were charged by and paid to the Wapato Irrigation Project, and the Wapato Irrigation Project received and accepted from Claimants William Doman (a/k/a William Larry Doman or Larry Doman) and Marla Doman, monetary assessments in the aggregate total of \$5,497.97 which was comprised of the following individual amounts:

- a. The amount of \$994.00 for irrigation water that was supposed to have been delivered pursuant to the contract appended hereto as **“Exhibit Q”**; and
- b. The amount of \$4,503.97 for irrigation water that was supposed to have been delivered pursuant to the contract appended hereto as **“Exhibit R”**.

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37. INA RAY WIRTA. At all relevant times, Claimant Ina Ray Wirta has been a natural person, and has been a resident of Yakima County, Washington and/or resident on land within the Yakama Nation Indian Reservation.

38. During the crop year of 2013, Claimant Ina Ray Wirta (along with her then-spouse, Larry Wirta, who has since become deceased) was engaged in farming activities on land serviced by the Wapato Irrigation Project. Claimant Ina Ray Wirta (along with her then-spouse, Larry Wirta, who has since become deceased) was the fee title owner of the following parcel of land (which parcel of land was subsequently conveyed to Aaron Wray Olson and Tracy Kaylene Olson, via a Statutory Warranty Deed recorded on June 24, 2015), for which an appurtenant contract existed which specified water rights/allotments to be fulfilled by the Wapato Irrigation Project:

i. **“Exhibit S”** hereto:

Claimant(s):	Ina Ray Wirta
Contract Title:	“Application for Water Right Wapato Unit Yakima Reservation, Washington”
Original “Customer(s)”:	Waldo W. Skuse and Jessie W. Skuse
Date of Formation:	April 30, 1943
Contract Number:	1005
Serial Number(s):	S3405 (a/k/a 3405 per “Annual Bill”)
Water Allotment Number(s):	3605 (a/k/a F3605 per “National Irrigation Information Management System” printout)
Water Right Number(s):	(unknown and/or unused)
Yakima County Auditor’s Recording Number:	1033811
Yakima County Assessor’s Parcel Number(s):	181029-12001
Legal Description:	That part of the North Half of the Northeast Quarter of Section 29, Township 10, North, Range, 18, E.W.M. (Allotment No. 3605), shown as irrigable on the Project Map,

	attached to and made a part of the Wapato Project Schedule of Irrigable Lands, of Section 10, Township 10, North of Range 18, East of the Williamette Meridian
Section, Township & Range Numbers:	Section 29, Township 10 North, Range 18 East
Acres of Irrigable Land:	35 acres of irrigable land, more or less

39. For the crop year of 2013 and under the above-identified "Application" contract, Claimant Ina Ray Wirta (and her then-spouse, Larry Wirta, who has since become deceased) was charged by and paid to the Wapato Irrigation Project, and the Wapato Irrigation Project received and accepted from Claimant Ina Ray Wirta (and her then-spouse, Larry Wirta, who has since become deceased), monetary assessments in the following amount:

- a. The amount of \$2,116.51, for irrigation water that was supposed to have been delivered pursuant to the contract appended hereto as "Exhibit S".

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40. WILLIAM WILTSE and MAIDA WILTSE. At all relevant times, Claimants William Wiltse (a/k/a Bill Wiltse) and Maida Wiltse have been natural persons, have been lawfully married to each other as husband and wife, and have been residents of Yakima County, Washington and/or residents on land within the Yakama Nation Indian Reservation.

41. During the crop year of 2013, Claimants William Wiltse (a/k/a Bill Wiltse) and Maida Wiltse were engaged in farming activities on land serviced by the Wapato Irrigation Project. Claimants William Wiltse (a/k/a Bill Wiltse) and Maida Wiltse were the fee title owner of the following parcel of land, for which an appurtenant contract existed which specified water rights/allotments to be fulfilled by the Wapato Irrigation Project:

a. **(Copy of contract not yet located/possessed, but multiple corresponding "Receipts" are collectively appended as "Exhibit T" hereto):**

Claimant(s):	William and Maida Wiltse
Contract Title:	(unknown)
Original "Customer(s)":	(unknown)
Date of Formation:	(unknown)
Contract Number:	(unknown)
Serial Number(s):	3437A (per "Receipt")
Water Allotment Number(s):	3158 (per "Receipt")
Water Right Number(s):	(unknown and/or unused)
Yakima County Auditor's Recording Number:	(unknown and/or unused)
Yakima County Assessor's Parcel Number(s):	171001-13001
Legal Description:	(unknown)
Section, Township & Range Numbers:	Section 01, Township 10 North, Range 17 East
Acres of Irrigable Land:	37.500 acres and 32.500 acres

42. Also during the crop year of 2013, Claimants William Wiltse (a/k/a Bill Wiltse) and Maida Wiltse were the "tenant" party to the following "Lease" contract with the Wapato Irrigation Project, which contract included specified water rights/allotments to be fulfilled by the Wapato Irrigation Project:

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(509) 457-1515
(509) 457-1027 (fax)

a. **“Exhibit U”** hereto:

Claimant(s):	Bill and Maida Wiltse
Contract Title:	“Irrigated Pasture Lease”
Date of Formation:	April 17, 2013
Lease Number:	1-2-3076-1314 (a/k/a “Lease Code PL13-04” per “Receipt”)
Serial Number(s):	3377 (per “Receipt”)
Water Allotment Number(s):	T-3472 (a/k/a T3472 per “Receipt”)
Water Right Number(s):	(unknown and/or unused)
Yakima County Auditor’s Recording Number:	(unknown and/or unused)
Yakima County Assessor’s Parcel Number(s):	171001-13001
Legal Description:	SE¼NW¼ Section 1, T. 10 N., R. 17 E, W.M., WA
Section, Township & Range Numbers:	Section 1, Township 10 North, Range 17 East
Acres of Irrigable Land:	40 acres, more or less
Duration, Commencement Date & Termination Date:	Two Years: January 1, 2013 – December 31, 2014

43. For the crop year of 2013 and under the above-identified “Application” and “Lease” contracts, Claimants William Wiltse (a/k/a Bill Wiltse) and Maida Wiltse were charged by and paid to the Wapato Irrigation Project, and the Wapato Irrigation Project received and accepted from Claimants William Wiltse (a/k/a Bill Wiltse) and Maida Wiltse, monetary assessments in the aggregate total of \$7,309.43 which was comprised of the following individual amounts:

- a. The amount of \$5,165.00 for irrigation water that was supposed to have been delivered pursuant to the contract (a copy of which is not yet located/possessed) that corresponds to the multiple “Receipts” that are collectively appended hereto as **“Exhibit T”**; and
- b. The amount of \$2,144.43 for irrigation water that was supposed to have been delivered pursuant to the contract appended hereto as **“Exhibit U”**.

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44. E. JAMES BOISELLE and SUSAN BOISELLE (d/b/a "Boiselle Farms"). At all relevant times, Claimants E. James Boiselle and Susan Boiselle have been natural persons, have been lawfully married to each other as husband and wife, have been residents of Yakima County, Washington and/or residents on land within the Yakama Nation Indian Reservation, and have been engaged in business under the assumed named (d/b/a) of "Boiselle Farms".

45. During the crop year of 2013, Claimants E. James Boiselle and Susan Boiselle were engaged in farming activities on land serviced by the Wapato Irrigation Project. Claimants E. James Boiselle and Susan Boiselle were the fee title owner of the following parcel of land, for which an appurtenant contract existed which specified water rights/allotments to be fulfilled by the Wapato Irrigation Project:

- a. **(Copy of contract not yet located/possessed, but a corresponding "National Irrigation Information Management System" printout is appended as "Exhibit V" hereto):**

Claimant(s):	E. James and Susan Boiselle
Contract Title:	(unknown)
Original "Customer(s)":	(unknown)
Date of Formation:	(unknown)
Contract Number:	(unknown)
Serial Number(s):	3357 (per "National Irrigation Information Management System" printout)
Water Allotment Number(s):	2301 (per "National Irrigation Information Management System" printout)
Water Right Number(s):	(unknown and/or unused)
Yakima County Auditor's Recording Number:	(unknown and/or unused)
Yakima County Assessor's Parcel Number(s):	(unknown and/or unused)
Legal Description:	(unknown and/or unused)
Section, Township & Range Numbers:	Section 03, Township 10 North, Range 17 East
Acres of Irrigable Land:	(unknown)

46. Also during the crop year of 2013, Claimants E. James Boiselle and Susan Boiselle were the “tenant” party to the following “Lease” contract with the Wapato Irrigation Project, which contract included specified water rights/allotments to be fulfilled by the Wapato Irrigation Project:

- a. **(Copies of contract(s) not yet located/possessed, but two corresponding “National Irrigation Information Management System” printouts are collectively appended as “Exhibit W” hereto):**

Claimant(s):	E. James and Susan Boiselle
Contract Title:	unknown
Date of Formation:	unknown
Lease Number:	TP13-18 (per multiple “National Irrigation Information Management System” printouts)
Serial Number(s):	2207 and 3600 (per multiple “National Irrigation Information Management System” printouts)
Water Allotment Number(s):	0514 and 0513 (per multiple “National Irrigation Information Management System” printouts)
Water Right Number(s):	(unknown and/or unused)
Yakima County Auditor’s Recording Number:	(unknown and/or unused)
Yakima County Assessor’s Parcel Number(s):	(unknown and/or unused)
Legal Description:	(unknown and/or unused)
Section, Township & Range Numbers:	(unknown)
Acres of Irrigable Land:	(unknown)
Duration, Commencement Date & Termination Date:	(unknown)

47. For the crop year of 2013 and under the above-identified “Application” and “Lease” contracts, Claimants E. James Boiselle and Susan Boiselle were charged by and paid to the Wapato Irrigation Project, and the Wapato Irrigation Project received and accepted from Claimants E. James Boiselle and Susan Boiselle, monetary assessments in the aggregate total of \$11,500.20 which was comprised of the following individual amounts:

- 1 a. The amount of \$5,813.74 for irrigation water that was supposed to have been
2 delivered pursuant to the contract (a copy of which is not yet located/possessed)
3 that corresponds to the "National Irrigation Information Management System"
4 printout is appended hereto "Exhibit V"; and
5 b. The amount of \$5,686.46 for irrigation water that was supposed to have been
6 delivered pursuant to the contract(s) (copies of which are not yet
7 located/possessed) that corresponds to the multiple "National Irrigation
8 Information Management System" printouts that are collectively appended as
9 "Exhibit W".
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48. HENRY YOUNG and FEVIS YOUNG. At all relevant times, Claimants Henry Young (a/k/a Henry E. Young, Jr.) and Fevis Young have been natural persons, have been lawfully married to each other as husband and wife, and have been residents of Yakima County, Washington and/or residents on land within the Yakama Nation Indian Reservation.

49. During the crop year of 2013, Claimants Henry Young (a/k/a Henry E. Young, Jr.) and Fevis Young were engaged in farming activities on land serviced by the Wapato Irrigation Project. Claimants Henry Young (a/k/a Henry E. Young, Jr.) and Fevis Young were the fee title owner of the following parcel of land, for which an appurtenant existed which specified water rights/allotments to be fulfilled by the Wapato Irrigation Project:

a. **(Copy of contract not yet located/possessed, but a corresponding "Annual Bill" is appended as "Exhibit X" hereto):**

Claimant(s):	Henry and Fevis Young
Contract Title:	(unknown)
Original "Customer(s)":	(unknown)
Date of Formation:	(unknown)
Contract Number:	(unknown and/or unused)
Serial Number(s):	3177 (per "Annual Bill")
Water Allotment Number(s):	F3518 (per "Annual Bill")
Water Right Number(s):	(unknown and/or unused)
Yakima County Auditor's Recording Number:	(unknown and/or unused)
Yakima County Assessor's Parcel Number(s):	(unknown and/or unused)
Legal Description:	(unknown and/or unused)
Section, Township & Range Numbers:	Section 03, Township 10 North, Range 17 East
Acres of Irrigable Land:	30 acres

50. Also during the crop year of 2013, Claimants Henry Young (a/k/a Henry E. Young, Jr.) and/or Fevis Young were/was the "tenant" party to the following "Lease" contract with the Wapato Irrigation Project, which contract included specified water rights/allotments to be fulfilled by the Wapato Irrigation Project:

a. **“Exhibit Y” hereto:**

Claimant(s):	Henry Young
Contract Title:	“Irrigated Pasture & Grazing Lease”
Date of Formation:	October 1, 2010
Lease Number:	1-2-2682-1014
Serial Number(s):	2631A (per “Receipt”)
Water Allotment Number(s):	2721
Water Right Number(s):	(unknown and/or unused)
Yakima County Auditor’s Recording Number:	(unknown and/or unused)
Yakima County Assessor’s Parcel Number(s):	(unknown and/or unused)
Legal Description:	SE4SW4 in Sec. 19, T. 10 N., R. 19 E., W.M., WA
Section, Township & Range Numbers:	Section 19, Township 10 North, Range 19 East
Acres of Irrigable Land:	40 acres, more or less
Duration, Commencement Date & Termination Date:	Five Years: January 1, 2010 – December 31, 2014

51. For the crop year of 2013 and under the above-identified “contracts, Claimants Henry Young (a/k/a Henry E. Young, Jr.) and/or Fevis Young were charged by and paid to the Wapato Irrigation Project, and the Wapato Irrigation Project received and accepted from Claimants Henry Young (a/k/a Henry E. Young, Jr.) and/or Fevis Young, monetary assessments in the aggregate total of \$2,938.50 which was comprised of the following individual amounts:

- a. The amount of \$2,130.00 for irrigation water that was supposed to have been delivered pursuant to the contract appended hereto as **“Exhibit X”**; and
- b. The amount of \$808.50 for irrigation water that was supposed to have been delivered pursuant to the contract appended hereto as **“Exhibit Y”**.

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52. EL RANCHO BELLA VISTA, L.L.C. At all relevant times, Claimant El Rancho Bella Vista, L.L.C. has been a for-profit entity organized under Washington, recognized by the Washington Secretary of State's Office via uniform business identification number 602-962-430, and has been lawfully engaged in commerce in Yakima County, Washington and/or on land within the Yakama Nation Indian Reservation.

53. Claimant El Rancho Bella Vista, L.L.C. holds all necessary licenses and approvals, and had paid all necessary fees, such that it is legally empowered to seek relief via the court system. Claimant El Rancho Bella Vista, L.L.C. is owned and operated by George DeRuyter, who is also a claimant on this lawsuit in his own personal name.

54. During the crop year of 2013, Claimants El Rancho Bella Vista, L.L.C. was the "tenant" party to the following "Lease" contract with the Wapato Irrigation Project, which contract included specified water rights/allotments to be fulfilled by the Wapato Irrigation Project:

a. **"Exhibit Z"** hereto:

Claimant(s):	El Rancho Bella Vista, L.L.C.
Contract Title:	"Farming Lease"
Date of Formation:	August 24, 2012
Lease Number:	1-2-2926-1322 (a/k/a 122926 per "Receipt")
Serial Number(s):	(unknown and/or unused)
Water Allotment Number(s):	T-3614
Water Right Number(s):	(unknown and/or unused)
Yakima County Auditor's Recording Number:	(unknown and/or unused)
Yakima County Assessor's Parcel Number(s):	(unknown and/or unused)
Legal Description:	An Undivided .666666667 Trust Interest in E $\frac{1}{2}$ NW $\frac{1}{4}$ Section 33, T. 10 N., R. 18 E., W.M., WA
Section, Township & Range Numbers:	Section 33, Township 10 North, Range 18 East

Acres of Irrigable Land:	80 acres, more or less
Duration, Commencement Date & Termination Date:	Ten Years: January 1, 2013 – December 31, 2022

55. For the crop year of 2013 and under the above-identified “Lease” contract, the Wapato Irrigation Project charged monetary assessments (perhaps pursuant to a bill that, for convenience, individually set forth on a single document the respective monetary assessments for all parcels farmed by co-Claimants and related parties El Rancho Bella Vista, L.L.C., George & Margaret, L.L.C., and George DeRuyter), and the Wapato Irrigation Project received and accepted payment for the monetary assessments corresponding to the above-identified “Lease” contract in the following amount:

- a. The amount of \$5,740.00 for irrigation water that was supposed to have been delivered pursuant to the contract that is appended hereto as “**Exhibit Z**”.

56. GEORGE & MARGARET, L.L.C. At all relevant times, Claimant George & Margaret, L.L.C. has been a for-profit entity organized under Washington, recognized by the Washington Secretary of State's Office via uniform business identification number 601-919-065, and has been lawfully engaged in commerce in Yakima County, Washington and/or on land within the Yakama Nation Indian Reservation.

57. Claimant George & Margaret, L.L.C. holds all necessary licenses and approvals, and had paid all necessary fees, such that it is legally empowered to seek relief via the court system. Claimant George & Margaret, L.L.C. is owned and operated by George DeRuyter, who is also a claimant on this lawsuit in his own personal name.

58. During the crop year of 2013, Claimant George & Margaret, L.L.C. was engaged in farming activities on land serviced by the Wapato Irrigation Project. Claimant George & Margaret, L.L.C. was the fee title owner of the following parcels of land, for which respective appurtenant contracts existed which specified water rights/allotments to be fulfilled by the Wapato Irrigation Project:

- a. **(Copy of contract not yet located/possessed, but a corresponding "National Irrigation Information Management System" printout is appended as "Exhibit AA" hereto):**

Claimant(s):	George & Margaret, L.L.C.
Contract Title:	(unknown)
Original "Customer(s)":	(unknown)
Date of Formation:	(unknown)
Contract Number:	(unknown and/or unused)
Serial Number(s):	3181A (per "National Irrigation Information Management System" printout)
Water Allotment Number(s):	F3615 (per "National Irrigation Information Management System" printout)
Water Right Number(s):	(unknown and/or unused)
Yakima County Auditor's	(unknown and/or unused)

AMENDED COMPLAINT - 36

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 P.O. Box 550
 Yakima, WA 98907
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Recording Number:	
Yakima County Assessor's Parcel Number(s):	181033-12401
Legal Description:	Lot 1 of Short Plat recorded February 26, 2006, under Auditor's File Number 7550319, records of Yakima County, State of Washington.
Section, Township & Range Numbers:	Section 33, Township 10 North, Range 18 East
Acres of Irrigable Land:	40.000 acres and 37.140 acres

- b. **(Copy of contract not yet located/possessed, but a corresponding "National Irrigation Information Management System" printout is appended as "Exhibit BB" hereto):**

Claimant(s):	George & Margaret, L.L.C.
Contract Title:	(unknown)
Original "Customer(s)":	(unknown)
Date of Formation:	(unknown)
Contract Number:	(unknown and/or unused)
Serial Number(s):	3288 (per "National Irrigation Information Management System" printout)
Water Allotment Number(s):	F3613 (per "National Irrigation Information Management System" printout)
Water Right Number(s):	(unknown and/or unused)
Yakima County Auditor's Recording Number:	(unknown and/or unused)
Yakima County Assessor's Parcel Number(s):	181033-22001
Legal Description:	West ½ of the Northwest ¼ of Section 33 Township 10 North, Range 18 E.W.M. Except Right of Way for county Road along the North line thereof. Situated in Yakima County, State of Washington.
Section, Township & Range Numbers:	Section 33, Township 10 North, Range 18 East
Acres of Irrigable Land:	40.000 acres and 40.000 acres

59. For the crop year of 2013 and under the above-identified contracts, the Wapato Irrigation Project charged monetary assessments (perhaps pursuant to a bill that, for

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convenience, individually set forth on a single document the respective monetary assessments for all parcels farmed by co-Claimants and related parties El Rancho Bella Vista, L.L.C., George & Margaret, L.L.C., and George DeRuyter), and the Wapato Irrigation Project received and accepted payment for those monetary assessments (perhaps via a check actually issued by co-Claimant and related party El Rancho Bella Vista, L.L.C.) in the aggregate total of \$12,451.90 which was comprised of the following individual amounts:

- a. The amount of \$5,891.00 for irrigation water that was supposed to have been delivered pursuant to the contract (a copy of which is not yet located/possessed) that corresponds to the "National Irrigation Management System" printout that is appended hereto as "Exhibit AA"; and
- b. The amount of \$6,560.00 for irrigation water that was supposed to have been delivered pursuant to the contract (a copy of which is not yet located/possessed) that corresponds to the "National Irrigation Management System" printout that appended hereto as "Exhibit BB".

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60. GEORGE DeRUYTER. At all relevant times, Claimant George DeRuyter has been a natural person, and has been a resident of Yakima County, Washington and/or resident on land within the Yakama Nation Indian Reservation.

61. During the crop year of 2013, Claimant George DeRuyter was engaged in farming activities on land serviced by the Wapato Irrigation Project. Claimant George DeRuyter was the “tenant” party to the following “Lease” contract with the Wapato Irrigation Project, which contract included specified water rights/allotments to be fulfilled by the Wapato Irrigation Project:

a. **“Exhibit CC”** hereto:

Claimant(s):	George DeRuyter
Contract Title:	“Farming Lease”
Date of Formation:	November 30, 2010
Lease Number:	1-2-2698-1120
Serial Number(s):	(unknown and/or unused)
Water Allotment Number(s):	T-3601
Water Right Number(s):	(unknown and/or unused)
Yakima County Auditor’s Recording Number:	(unknown and/or unused)
Yakima County Assessor’s Parcel Number(s):	(unknown and/or unused)
Legal Description:	E½NE¼, Sec. 33, T. 10 N., R. 18 E., W.M., containing 80 acres, more or less.
Section, Township & Range Numbers:	Section 33, Township 10 North, Range 18 East
Acres of Irrigable Land:	80 acres, more or less
Duration, Commencement Date & Termination Date:	Ten Years: January 1, 2011 – December 31, 2020

62. For the crop year of 2013 and under the above-identified “Lease” contract, Claimant George DeRuyter was charged by and paid to the Wapato Irrigation Project, and the Wapato Irrigation Project received and accepted from Claimant George DeRuyter, monetary assessments in the following amount:

- 1 a. The amount of \$5,740.00 for irrigation water that was supposed to have been
2 delivered pursuant to the contract appended hereto as "**Exhibit CC**" (which
3 amount may have been jointly billed to co-Claimants and related parties El
4 Rancho Bella Vista, L.L.C. and George DeRuyter, and thus only paid once).

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63. WARREN SADECKI and EVA SADECKI. At all relevant times, Claimants Warren Sadecki and Eva Sadecki have been natural people, have been lawfully married to each other as husband and wife, and have been residents of Yakima County, Washington and/or residents on land within the Yakama Nation Indian Reservation.

64. During the crop year of 2013, Claimants Warren Sadecki and Eva Sadecki were engaged in farming activities on land serviced by the Wapato Irrigation Project. Claimants Warren Sadecki and Eva Sadecki were the fee title owner of the following parcel of land, for which an appurtenant existed which specified water rights/allotments to be fulfilled by the Wapato Irrigation Project:

a. **"Exhibit DD"** hereto:

Claimant(s):	Warren and Eva Sadecki
Contract Title:	"Application for Water Right Wapato-Satus Unit Yakima Reservation, Washington"
Original "Customer(s)":	Ned Hall, Trustee for Lonna Dee St. Martin
Date of Formation:	September 30, 1970
Contract Number:	(unknown and/or unused)
Serial Number(s):	"3230, Deeded Indian"
Water Allotment Number(s):	3577 (a/k/a F3577 per "Annual Irrigation Operation and Management Assessment")
Water Right Number(s):	14-20-P08-1441
Yakima County Auditor's Recording Number:	2233254
Yakima County Assessor's Parcel Number(s):	(unknown and/or unused)
Legal Description:	Northeast quarter of the Southwest quarter (NE/4 SW/4) of Section 30, Township 10, North of Range 18, East of the Willamette Meridian Southeast quarter of the Southwest quarter (SE/4 SW/4) of Section 30, Township 10, North of Range 18 East of the Willamette Meridian
Section, Township & Range Numbers:	Section 33, Township 10 North, Range 18 East
Acres of Irrigable Land:	80 acres of irrigable land

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1 65. For the crop year of 2013 and under the above-identified "Application" contract,
2 Claimants Warren Sadecki and Eva Sadecki were charged by and paid to the Wapato Irrigation
3 Project, and the Wapato Irrigation Project received and accepted from Claimants Warren
4 Sadecki and Eva Sadecki, monetary assessments in the following amount(s):

- 5 a. The amount of \$5,560.00 for irrigation water that was supposed to have been
6 delivered pursuant to the contract appended hereto as "Exhibit DD".

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66. CAROLYN PATTERSON. At all relevant times, Claimant Carolyn Patterson has been a natural person, and has been a resident of Yakima County, Washington and/or a resident on land within the Yakama Nation Indian Reservation.

67. During the crop year of 2013, Claimant Carolyn Patterson was engaged in farming activities on land serviced by the Wapato Irrigation Project. Claimant Carolyn Patterson was the fee title owner of the following parcel of land, for which an appurtenance contract existed which specified water rights/allotments to be fulfilled by the Wapato Irrigation Project:

- a. **(Copy of contract not yet located/possessed, but a corresponding "Annual Bill" is appended as "Exhibit EE" hereto):**

Claimant(s):	Carolyn Patterson
Contract Title:	(unknown)
Original "Customer(s)":	(unknown)
Date of Formation:	(unknown)
Contract Number:	(unknown and/or unused)
Serial Number(s):	3179A (per "Annual Bill")
Water Allotment Number(s):	F3616 (per "Annual Bill")
Water Right Number(s):	(unknown and/or unused)
Yakima County Auditor's Recording Number:	(unknown and/or unused)
Yakima County Assessor's Parcel Number(s):	(unknown and/or unused)
Legal Description:	(unknown and/or unused)
Section, Township & Range Numbers:	Section 34, Township 10 North, Range 18 East
Acres of Irrigable Land:	(unknown)

68. For the crop year of 2013 and under the above-identified contract, Claimant Carolyn Patterson was charged by and paid to the Wapato Irrigation Project, and the Wapato Irrigation Project received and accepted from Claimant Carolyn Patterson, monetary assessments in the following amount:

- 1 a. The amount of \$4,693.83, for irrigation water that was supposed to have been
2 delivered pursuant to the contract (a copy of which is not yet located/possessed)
that corresponds to the "Annual Bill" appended hereto as "**Exhibit EE**".

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69. GREEN ACRE FARMS, INC. At all relevant times, Claimant green Acre Farms, Inc. has been a for-profit entity organized under Washington, recognized by the Washington Secretary of State's Office via uniform business identification number 601-123-607, and has been lawfully engaged in commerce in Yakima County, Washington and/or on land within the Yakama Nation Indian Reservation.

70. Claimant Green Acre Farms, Inc. holds all necessary licenses and approvals, and had paid all necessary fees, such that it is legally empowered to seek relief via the court system. Claimant Green Acre Farms, Inc. is owned and operated by Kevin Boyle.

71. During the crop year of 2013, Claimant Green Acre Farms, Inc. was engaged in farming activities on land serviced by the Wapato Irrigation Project. Claimant Green Acre Farms, Inc., was the "tenant" party to the following "Lease" contract with the Wapato Irrigation Project, which contract included specified water rights/allotments to be fulfilled by the Wapato Irrigation Project:

a. **"Exhibit FF" hereto:**

Claimant(s):	Green Acre Farms, Inc.
Contract Title:	"Farming (Hops) Lease"
Date of Formation:	June 27, 2013
Lease Number:	1-2-3110-1317
Serial Number(s):	(unknown and/or unused)
Water Allotment Number(s):	T2236 & T4317
Water Right Number(s):	(unknown and/or unused)
Yakima County Auditor's Recording Number:	(unknown and/or unused)
Yakima County Assessor's Parcel Number(s):	(unknown and/or unused)
Legal Description:	(T-2236) E½SE¼, Sec 23; (T-4317) NW¼SW¼, Sec 24, BOTH IN T 10 N, R 17 E, W M, WA
Section, Township & Range Numbers:	Sections 23 and 24, Township 10 North, Range 17 East
Acres of Irrigable Land:	120 acres, more or less
Duration, Commencement Date &	Five Years: January 1, 2013 – December

Termination Date:	31, 2017
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72. For the crop year of 2013 and under the above-identified contract, Claimant Green Acre Farms, Inc., was charged by and paid to the Wapato Irrigation Project, and the Wapato Irrigation Project received and accepted from Claimant Green Acre Farms, Inc., monetary assessments in the following amount(s):

- a. The amount of \$12,485.50 for irrigation water that was supposed to have been delivered pursuant to the contract appended hereto as "Exhibit FF".

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CLAIMS FOR RELIEF: BREACHES OF CONTRACTS

73. During the crop year of 2013, each Claimant held one or more water rights/allotments with the Wapato Irrigation Project.

74. As specifically alleged above, the Claimants' respective water rights/allotments arose via written contracts entitled "Application", "Lease" and/or "Permit". Each of those contracts obligated the Wapato Irrigation Project to supply each respective Claimant with a proportionate amount of irrigation water from the aggregate waters possessed and controlled by the Wapato Irrigation Project during the crop year of 2013. In exchange, each Claimant was obligated to pay corresponding monetary assessments to the Wapato Irrigation Project.

75. Each Claimant paid, in full, its respective monetary assessments for the 2013 crop season. All such payments were actually received by the Wapato Irrigation Project. These financial commerce transactions also constitute contracts between the Claimants and Respondent.

76. During the crop year of 2013, the Wapato Irrigation Project possessed and controlled aggregate waters in sufficient quantity such that it could have properly fulfilled its contractual water-delivery obligations to the Claimants.

77. However, the Wapato Irrigation Project failed to deliver proper and sufficient amounts of irrigation water to the Claimants during the 2013 crop season.

78. The acts and omissions of the Wapato Irrigation Project constitute material, unexcused breaches of contracts. The Respondent is liable and accountable for all such breaches.

79. By contract, no Claimant committed any material breach of its respective contract(s). Moreover, no Claimant committed any other act or omission that hindered or

1 obstructed the Wapato Irrigation Project from fulfilling its contractual water-delivery
2 obligations.

3 80. As a direct, proximate and foreseeable result of the Wapato Irrigation Project's
4 breaches of contract, each Claimant suffered resultant financial losses, including but perhaps
5 not limited to lost crops, lower crop yields, lesser quality crop yields, lost opportunities, lost
6 profits, waste, wasted payment to Wapato Irrigation Project, and expenses and costs to third-
7 parties.

8 81. The precise amount of the Claimants' respective financial losses will be
9 established via motion or trial. However, for purposes of pleading, the Claimants estimate their
10 respective financial losses in the following amounts:

- 11 a. Aaron Olson and Olson Living Trust. Financial losses of \$179,036.00,
12 associated with lost/diminished crops of multiple varieties (*e.g.*, corn
13 silage, high moisture corn, old stand alfalfa, new alfalfa, oats, barley, and
14 established alfalfa) and also lost/diminished pasture land;
- 15 b. Darin Olson. Financial losses of \$105,355.90, associated with
16 lost/diminished crops of multiple varieties (*e.g.*, corn, wheat, and new
17 alfalfa);
- 18 c. Andrew Catherine Sytsma. Financial losses of \$110,775.00, associated
19 with lost/diminished dairy-quality alfalfa hay crop;
- 20 d. William and Marla Doman. Financial losses of \$130,890.00, associated
21 with loss/diminished corn crop and pasture lands;
- 22 e. Ina Ray Wirta. Financial losses of \$6,701.75, associated with grass hay
23 crop;
- f. William and Maida Wiltse. Financial losses of \$51,438.75, comprised of
\$44,154.00 associated with lost/diminished corn crop, and \$7,284.75 for
damage to property;
- g. E. James and Susan Boiselle. Financial losses of \$121,425.40,
associated with lost/diminished crops of multiple varieties (*e.g.*, corn,
Spring and Winter wheat, and carrot seed);
- h. Henry and Fevis Young. Financial losses of \$12,400.00, associated with
lost/diminished hay crop and pasture land;

- i. El Rancho Bella Vista, L.L.C., George & Margaret, L.L.C., and George DeRuyter. Aggregate financial losses of \$184,763.00, associated with lost/diminished alfalfa hay and corn crops;
- j. Warren and Eva Sadecki. Financial losses of \$7,500.00, associated with lost/diminished alfalfa hay crop;
- k. Carolyn Patterson. Aggregate financial losses of \$5,000.00; and
- l. Green Acre Farms, Inc. Aggregate financial losses of \$73,249.57.

82. Each Claimant is entitled to judgment against the Respondent for actual damages, consequential damages, incidental damages, and expectation damages.

83. Each Claimant is further entitled to judgment against the Respondent for costs, expenses, attorneys' fees, prejudgment interest, post-judgment interest, exemplary damages, and/or other recoveries, each to the maximum extent permitted by law, contract and/or equity.

84. Claimants jointly demand an aggregate judgment against the Respondent in the amount of \$988,535.37, to be apportioned among the Claimants in accordance with their respective monetary losses.

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**CLAIMS FOR RELIEF: VIOLATION OF ACTS OF CONGRESS AND/OR OF
FEDERAL REGULATIONS**

85. During the crop year of 2013, applicable Acts of Congress and/or federal regulations obligated the Wapato Irrigation Project to deliver irrigation water to each Claimant.

86. During the crop year of 2013, the Wapato Irrigation Project possessed and controlled aggregate waters in sufficient quantity such that it could have properly fulfilled its statutory and/or regulatory water-delivery obligations to the Claimants.

87. However, the Wapato Irrigation Project failed to deliver proper and sufficient amounts of irrigation water to the Claimants during the 2013 crop season.

88. The acts and omissions of the Wapato Irrigation Project constitute material, unexcused violations of statutes and/or regulations. The Respondent is liable and accountable for all such violations.

89. As a direct, proximate and foreseeable result of the Wapato Irrigation Project's violations, each Claimant suffered resultant financial losses, including but perhaps not limited to lost crops, lower crop yields, lesser quality crop yields, lost opportunities, lost profits, waste, wasted payment to Wapato Irrigation Project, and expenses and costs to third-parties.

90. The precise amount of the Claimants' respective financial losses will be established via motion or trial. However, for purposes of pleading, the Claimants estimate their respective financial losses in the following amounts:

- a. Aaron Olson and Olson Living Trust. Financial losses of \$179,036.00, associated with lost/diminished crops of multiple varieties (e.g., corn silage, high moisture corn, old stand alfalfa, new alfalfa, oats, barley, and established alfalfa) and also lost/diminished pasture land;
- b. Darin Olson. Financial losses of \$105,355.90, associated with lost/diminished crops of multiple varieties (e.g., corn, wheat, and new alfalfa);

- c. Andrew Catherine Sytsma. Financial losses of \$110,775.00, associated with lost/diminished dairy-quality alfalfa hay crop;
- d. William and Marla Doman. Financial losses of \$130,890.00, associated with loss/diminished corn crop and pasture lands;
- e. Ina Ray Wirta. Financial losses of \$6,701.75, associated with grass hay crop;
- f. William and Maida Wiltse. Financial losses of \$51,438.75, comprised of \$44,154.00 associated with lost/diminished corn crop, and \$7,284.75 for damage to property;
- g. E. James and Susan Boisselle. Financial losses of \$121,425.40, associated with lost/diminished crops of multiple varieties (e.g., corn, Spring and Winter wheat, and carrot seed);
- h. Henry and Fevis Young. Financial losses of \$12,400.00, associated with lost/diminished hay crop and pasture land;
- i. El Rancho Bella Vista, L.L.C., George & Margaret, L.L.C., and George DeRuyter. Aggregate financial losses of \$184,763.00, associated with lost/diminished alfalfa hay and corn crops;
- j. Warren and Eva Sadecki. Financial losses of \$7,500.00, associated with lost/diminished alfalfa hay crop;
- k. Carolyn Patterson. Aggregate financial losses of \$5,000.00; and
- l. Green Acre Farms, Inc. Aggregate financial losses of \$73,249.57.

91. Each Claimant is entitled to judgment against the Respondent for actual damages, consequential damages, incidental damages, and expectation damages.

92. Each Claimant is further entitled to judgment against the Respondent for costs, expenses, attorneys' fees, prejudgment interest, post-judgment interest, exemplary damages, and/or other recoveries, each to the maximum extent permitted by law, contract and/or equity.

93. Claimants jointly demand an aggregate judgment against the Respondent in the amount of \$988,535.37, to be apportioned among the Claimants in accordance with their respective monetary losses.

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PRAYER FOR RELIEF

WHEREFORE, the Claimants pray for the following relief:

A. For judgment against the Respondent for actual damages, consequential damages, incidental damages, and expectation damages;

B. For judgment against the Respondent for costs, expenses, attorneys' fees, prejudgment interest, post-judgment interest, exemplary damages, and/or other recoveries; and

C. For such other and further relief as the Court deems just and equitable.

DATED this 19th day of September, 2019.

LARSON BERG & PERKINS PLLC
Attorneys for Claimants

/s/ James A. Perkins
JAMES A. PERKINS (WSBA #13330)