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*Attorneys for Plaintiff Kyle Welsh*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA**

**KYLE WELSH, ESTATE OF JILL  
WELSH, AND WW YOUNG MONEY,  
LLC d/b/a FLAME ON INDIAN SMOKE  
SHOP,**

**Plaintiffs,**

**v.**

**REBECCA LOUDBEAR, AMELIA  
FLORES, JOHN YACKLEY, JOHN DOES  
I-XX, AND JANE DOES I-XX,**

**Defendants.**

**Case No. \_\_\_\_\_**

**COMPLAINT**

**(Jury Trial Requested)**

Plaintiff Kyle Welsh alleges as follows:

**PARTIES**

1. Plaintiff Kyle Welsh (“Plaintiff” or “Welsh”) resides in Weatherford, Texas, and is a member of the Colorado River Indian Tribes (“CRIT”). Plaintiff’s co-owner was Jill Welsh who is now deceased.

2. Plaintiff Estate of Jill Welsh owns personal and real property, including membership interests in Defendant WW Young Money, LLC d/b/a Flame On Indian Smoke Shop and any profit interests accruing to the Estate of Jill Welsh. Ms. Welsh was the sister of Plaintiff Kyle Welsh and was also a CRIT tribal member. She is deceased.

8. This Court has subject matter jurisdiction over this diversity of jurisdiction action pursuant to 28 U.S.C. § 1331 and the matter arises under a federal law, 18 U.S.C. § 1964(c).

1           9.       Venue is proper in this District pursuant to 28 U.S.C. § 1391 because the events  
2 giving rise to the claims occurred in this District, a substantial part of the events or omissions  
3 giving rise to the claim occurred in this District, and the enterprise affected interstate commerce  
4 and conducted activities in this District.

5           10.      On March 1, 2015, Kyle and Jill Welsh entered into a lease agreement with CRIT  
6 for occupancy of space at the Moovalya Plaza at 117 W. Riverside Dr., in Parker, Arizona. The  
7 lease term was for five years starting March 1, 2015, and ending February 28, 2020. A copy of  
8 this lease is attached hereto as **Exhibit 1**.

9           11.      In April 2020, the Moovalya Plaza lease was renewed for an additional five year  
10 term expiring on February 28, 2025. The lease renewal is attached hereto as **Exhibit 2**.

11           12.      All Defendants individually or by virtue of their participation in the conspiracy  
12 formed against Plaintiffs were aware of the lease and or its terms.

13           13.      Plaintiffs' smoke shop was fully compliant and licensed with CRIT and the Arizona  
14 Department of Revenue for tax-exempt tobacco sales on the CRIT Reservation and all Defendants  
15 knew this by virtue of their participation in the conspiracy alleged herein.

16           14.      Beginning on or about April 8, 2021, and continuing thereafter, Defendants and  
17 others, presently unknown, conducted the affairs of the "Running Man Criminal Organization"  
18 ("RMCO") through a pattern of racketeering activity consisting of felony predicate acts in such  
19 manner so as to destroy Plaintiffs and their lease, and their business, and to cause it to be overtaken  
20 by others.

21           15.      The Running Man Criminal Organization is an "enterprise" as such term is defined  
22 in 18 U.S.C. § 1961(4). The group of individuals who constituted the Running Man Criminal  
23 Organization are associated in fact. They include Defendants Amelia Flores, Rebecca Loudbear,  
24 and John Yackley.

25           16.      The Running Man Criminal Organization constituted an ongoing organization  
26 whose members functioned as a continuing unit for a common purpose of achieving the criminal  
27 objectives of the enterprise.  
28

1           17. On April 8, 2021, Defendants Loudbear and Flores, purported to terminate  
2 Plaintiff's lease at Moolyava Plaza for non-payment of rent and abandonment when they knew,  
3 in fact this was not true. A copy of the lease termination letter is attached hereto as **Exhibit 3**.

4           18. Plaintiffs did in fact pay the rent on time, but such checks were never negotiated by  
5 CRIT for reasons unknown to Plaintiffs, nor deposited as a credit reflecting timely lease payment  
6 by Plaintiffs.

7           19. With respect to any claims Defendants made of abandonment, they knew CRIT had  
8 enacted a resolution ordering all non-essential businesses on the CRIT Reservation to close from  
9 April 1, 2020, through March 31, 2022.

10           20. Despite the timely sending of rent checks and the mandated closure of non-essential  
11 businesses, Defendants Loudbear, Flores, and Yackley nonetheless entered the leased premises  
12 without permission or under any authority of law, and obtained possession of Plaintiff's business  
13 property and inventory worth in excess of this Court's threshold jurisdiction, and converted the  
14 property to their own use and or control.

15           21. In communicating the illegal termination of lease notification, Defendants  
16 committed violations of 18 U.S.C. § 1341 (mail fraud) and 18 U.S.C. § 1343 (wire fraud).

17           22. In or about August 2021, Defendant Loudbear then attempted to extort money from  
18 Plaintiffs under the guise of recovering their own property, demanding \$18,720.00 to allow  
19 Plaintiffs access to their property.

20           23. Plaintiffs subsequently discovered that their business property and inventory had  
21 been unlawfully converted by Defendants. Since April 8, 2021, Defendants directed cigarettes,  
22 cigars, tobacco, accessories, and equipment out of Plaintiff's smoke shop known as "Flame On  
23 Indian Smoke Shop" and converted those items into goods they then sold at Running Man Fuel  
24 Station Smoke Shop and Blue Water Resort & Casino Gift Shop without paying Plaintiffs  
25 anything for their property.

26           24. On information and belief Defendants may have provided Plaintiffs' property to  
27 others not fully known at this time, who assisted in the conversion and sale of Plaintiffs' goods  
28 and property Defendants unlawfully stole from Plaintiffs.

1        25. Defendant Loudbear and other defendants coordinated their efforts in a conspiracy  
2 to seek the false imprisonment of Plaintiff Kyle Welsh by providing false information to federal  
3 law enforcement authorities, which resulted in the issuance of a federal warrant and the  
4 prosecution of fictitious criminal charges against Kyle Welsh which damaged his reputation and  
5 caused him severe harm and emotional distress.

6        26. Mr. Welsh was thus wrongfully arrested in Las Vegas, Nevada, as a result of  
7 Defendants' concerted actions.

8        27. Mr. Welsh was transported to Florence, Arizona, where he remained incarcerated  
9 for nearly one year, because of Defendants' wrongful acts and false reporting to officials, while  
10 federal prosecutors continued their "investigation," which relied heavily upon statements made  
11 by these Defendants and others presently not fully known, who helped advance Defendants' false  
12 narrative against Plaintiff Welsh.

13        28. Among the false statements told to federal investigators, Defendant Loudbear  
14 falsely claimed that Plaintiff Welsh had contacted CRIT about selling his business, when, in fact,  
15 Defendants had conspired to seize the business.

16        29. In or about December 2022, believed to be at the direction of or instruction of  
17 Defendants CRIT investigator Charles Solano traveled to Florence, Arizona, to harass and  
18 intimidate Plaintiff and to obstruct the federal investigation. As a result Welsh continued to be  
19 detained in Florence, Arizona.

20        30. The lease termination letter sent to Plaintiffs contained the following three false and  
21 fraudulent statements of alleged lease violations, and pursuant to the Defendants' conspiracy and  
22 scheme and artifice to defraud Plaintiffs, and to take over their operations and or to destroy them:

23        31. (1) "OCCUPATION OF THE PREMISES WITHOUT PERMISSION OR  
24 AGREEMENT, FOLLOWING A REASONABLE DEMAND BY A PERSON IN AUTHORITY  
25 OVER THE PREMISES TO LEAVE."

26        32. (2) "NONPAYMENT OF RENT UNDER AN AGREEMENT FOR THE LEASE  
27 OF THE PREMISES WHEN SUCH PAYMENTS ARE NOT MADE AFTER (10) CALENDER  
28 DAYS OF THE AGREEMENT DATE FOR PAYMENT."

1 33. (3) “NUISSANCE, WASTE, INTENTIONAL OR RECKLESS DAMAGE ,  
2 DESTRUCTION OR INJURY TO THE PROPERTY OF THE LANDLORD OR TENANTS.”

3 34. Defendants knew these statements were false and yet prepared and sent these false  
4 statements nevertheless to Plaintiffs. Defendants knew that checks representing lease payments  
5 for March, April, and May 2021 had been sent to Moovalya Plaza Manager and Defendant herein,  
6 John Yackley via FedEx with signature verification. These payments were sent to Moovalya Plaza  
7 ATTN: John Yackley 149 W. Riverside Dr., Parker, AZ. 85344-5221 with tracking and delivery  
8 notification. These FedEx Envelopes were all electronically verified, signed and received by  
9 Moovalya Plaza Manager, Defendant John Yackley at his office. The April 8th lease termination  
10 letter references and acknowledges receiving these payments. None of the three lease payment  
11 checks were deposited, cashed, or otherwise processed but “[n]on-payment of rent” was set forth  
12 as a cause for termination in the termination letter nonetheless.

13 35. The April 8th lease termination notice also falsely references an incident that  
14 allegedly occurred on February 2020 on Airport Rd. and AZ State Highway 95 in which  
15 Defendant Loudbear claimed that Welsh caused damage to CRIT property thereby violating CRIT  
16 Property Code Section 1-301(d). Welsh denies causing any damage to CRIT property, and the  
17 ensuing prosecution occurred due to coordination with and conversations and/or orders received  
18 from Defendants Loudbear and Flores as part of their conspiracy, and were recounted from  
19 Defendants’ perspective as a basis for the lease termination in the Notice.

20 36. Defendants Loudbear and Flores are both identified as senders of the April 8th lease  
21 termination letter with Flores’ signature affixed thereto. Defendant Yackley is identified as the  
22 contact who would retrieve Kyle Welsh’s business property.

23 37. Defendants Loudbear and Yackley posted a false Notice on the inside of the Plaza  
24 Suite Space front door located at the Moovalya Plaza, 117 W. Riverside Dr., Parker, AZ 85344.  
25 The Notice read “Re: NOTICE OF ABANDONMENT SUITE 117 PARKER, AZ.” The top  
26 portion of the Notice included the statement, “CERTIFIED MAIL RETURN RECIEPT  
27 REQUESTED” and was dated May 12, 2021. The Notice directly named Plaintiff Kyle Welsh.  
28 The Notice stated that “ALL PERSONAL PROPERTY LOCATED AT 117 W. RIVERSIDE DR.

1 IN MOOLVALYA PLAZA IS DEEMED ABANDONED AND IS SUBJECT TO RETAKING  
2 IN TERM (10) DAYS FROM THE DATE ON THIS NOTICE.” Defendants Rebecca Loudbear  
3 and John Yackley are both listed as the senders of the notice. A Photo of this Notice affixed to the  
4 Front Door is attached hereto as **Exhibit 4**.

5 38. Attorney Odin Smith contacted Defendants Loudbear, and Yackley in September  
6 2021 by telephone and email to formally notify them that he represented Plaintiffs.

7 39. On September 30, 2021, Defendant Loudbear e-mailed Attorney Odin Smith,  
8 counsel for Welsh at the time, with a copy of a CRIT Abandoned Property Resolution enacted in  
9 1993, and further stated “WE WILL FOLLOW UP STORAGE FEES.”

10 40. On October 19, 2021, Defendants Loudbear and Chris Burley emailed Attorney  
11 Odin Smith with a copy of the purported lease balance showing that \$18,720.00 was the total  
12 balance showed owed. It was false. The e-mail also purported to contain a copy of the CRIT  
13 Accounting Department’s Report on the matter. The e-mail also stated that upon payment of the  
14 \$18,720.00 amount, Plaintiffs could retrieve their business property. Attorney Odin Smith called  
15 the Defendant Loudbear to verify that \$18,720.00 in full rent, not a storage fee, was claimed, and  
16 would be required before any property retrieval. A copy of this email and phone call verification  
17 is attached hereto as **Exhibit 5**. In fact, nothing was truly or properly owed and Defendants knew  
18 it.

19 41. Defendant Loudbear attended a Multi-Disciplinary Meeting or “MDT Meeting”  
20 with United States Federal Arizona Criminal Prosecutor Christina Reid-Moore in attendance. At  
21 this MDT Meeting the Defendant Loudbear attempted to initiate a bogus criminal charge against  
22 Plaintiff Kyle Welsh in an attempt to go on the offense to to hinder, or dissuade Plaintiff Welsh  
23 from bringing a civil lawsuit against the Defendants. Defendant Loudbear referenced the  
24 “SMOKE SHOP AND CONTACT VIA ATTORNEY” and falsely claimed “THE SMOKE  
25 BUSINESS IN ITS ENTIRETY WAS PURCHASED BY CRIT” at this MDT Meeting.

26 42. Upon information and belief, on or about March 17, 2022, Defendant Loudbear  
27 emailed Christina Reid-Moore USAAZ Federal Criminal Prosecutor with contact information for  
28 Attorney Odin Smith to initiate a criminal charge against the Plaintiff Welsh.



1           43. On March 30, 2022, FBI Special Agent Kemper Mills e-mailed Marwin Smith about  
2 the whereabouts for Plaintiff Kyle Welsh and the sale of his smoke shop in Parker, AZ. FBI  
3 Special Agent Kemper Mills emailed Christina Reid-Moore writing “MY UNDERSTANDING  
4 IS REBECCA LOUDBEAR CC’D AND PROVIDED YOU SOME INFORMATION  
5 CONCERNING HIS ATTORNEY CONTACTING THE TRIBE IN REGARD TO THE SALE  
6 OF HIS SMOKE SHOP (SEE BELOW). APPARANTLY, HE LIVES IN TEXAS NOW. I WAS  
7 ADVISED THIS WAS DISCUSSED AT THE RECENT MDT. I WAS NOT A PART OF THE  
8 MDT.” A copy of this email exchange is attached hereto as **Exhibit 6**.

9           44. In October 2024, Tim Stevens and his mother Stephanie Stevens witnessed the  
10 second known and confirmed robbery of the store contents, and removal of its business property  
11 that was initiated by the Defendants. This included the removal of what was left behind after the  
12 May 2021 robbery.

13           45. In November 2024, a new tenant was placed at the Moovalya Plaza 117 Suite, which  
14 is where Plaintiff’s smoke shop conducted business before it was shut down by Defendants’  
15 conduct.

16           46. In January 2025, former Arizona Attorney General and then attorney for Plaintiffs,  
17 Mark Brnovich inquired about Plaintiffs’ inventory and business property with Attorney Rachel  
18 Saimons who by then was representing CRIT as outside legal counsel. None of the business  
19 property and inventory was ever returned to Plaintiffs. Nor were damages paid or offered to  
20 Plaintiffs for the loss of this or their lease.

21           47. These acts of Defendants caused millions of dollars in losses of income, profits and  
22 business property belonging to Plaintiff, which damages were foreseeable.

23           48. Plaintiff Kyle Welsh suffered physical injuries and emotional distress directly  
24 because of Defendants’ racketeering actions, which harm was foreseeable.

25           49. Plaintiffs have been injured in their business and property by reason of Defendants’  
26 violations of 18 U.S.C. § 1962(c) and (d).



**COUNT I**

**RICO Violation (18 U.S.C. 1962(c))**

**(Against All Defendants)**

50. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.

51. Defendants, constitute an enterprise within the meaning of 18 U.S.C. § 1961(4). The enterprise, led by Defendants Loudbear and Flores, is an ongoing organization, association, or group of individuals associated in fact for the purpose of conspiring to damage Plaintiffs and take over their business enterprise through the use of one or more felonies in proximity to one another.

52. The enterprise engaged in a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961(5). The racketeering activity included, but is not limited to successive and related felonies:

- a. Interference with Commerce by Robbery, Extortion, Threats, and Violence, (18 U.S.C. § 1951);
- c. Obstruction of Justice (18 U.S.C. §§ 1510 and 1503);
- d. Theft (18 U.S.C. § 661);
- e. Obstruction of a criminal investigation (18 U.S.C. § 1510); and
- f. Mail and Wire Fraud (18 U.S.C. §§ 1341 and 1343).

53. The predicate felony acts described above constitute a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961(5).

54. The predicate acts related to the operation of the criminal enterprise.

55. These predicate acts were related and had continuity, thus forming a pattern of racketeering activity and a threat of continued racketeering activity.

56. As a direct and proximate result of Defendants' violations of 18 U.S.C. § 1962(c), Plaintiffs have been injured in their business and property.

1 57. Plaintiffs have suffered resulting damages including, but not limited to, lost profits,  
2 loss of business property and inventory, and emotional distress and pain and suffering as a result  
3 of Defendants' conduct.

4 **COUNT TWO**

5 **RICO CONSPIRACY (18 U.S.C. § 1962(d))**

6 **(Against All Defendants)**

7 58. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth  
8 herein.

9 59. Defendants conspired to violate 18 U.S.C. § 1962(c), as set forth in Count One.  
10 Defendants agreed to join in the unlawful conspiracy to commit illegal acts as set forth herein,  
11 and to commit predicate acts and participate in the affairs of the enterprise knowing it would cause  
12 damage to Plaintiffs.

13 60. By Defendants' commission of the various predicate offenses enumerated above,  
14 the Defendants committed several overt acts in furtherance of the conspiracy.

15 61. As a direct and proximate result of Defendants' conspiracy to violate 18 U.S.C. §  
16 1962(c), Plaintiffs have been injured in their business and property. Plaintiffs have suffered  
17 resulting damages including, but not limited to, lost profits, loss of business property and  
18 inventory, and emotional distress.

19 62. A trial by jury is sought.

20 **WHEREFORE**, Plaintiffs pray for judgment against Defendants jointly and severally as  
21 follows:

22 A. For an award of compensatory damages in an amount sufficient to make Plaintiffs  
23 whole for the loss of income, lost profits and reimbursement for lost property and inventory,  
24 including any lost benefits resulting from Defendants' conduct for past or future losses;

25 B. For an award of special damages to reimburse Plaintiff for costs of medical  
26 treatment and care and for general damages for pain and suffering, emotional distress, harm to  
27 reputation and other consequential losses incurred by Plaintiff because of Defendants' conduct;

28 C. For an award of punitive and treble damages;

- 1 D. For an award of prejudgment and post-judgment interest;  
2 E. For an award of the attorneys' fees and costs pursuant to 18 U.S.C. § 1964(c); and  
3 F. For an award of such other relief as the Court may deem just and proper.

4 **DATED** this 5<sup>th</sup> day of April 2025.

5 **WILENCHIK & BARTNESS, P.C.**

6 /s/ Dennis I. Wilenchik

7 Dennis I. Wilenchik, Esq.

8 The Wilenchik & Bartness Building

9 2810 North Third Street

10 Phoenix, Arizona 85004

11 [admin@wb-law.com](mailto:admin@wb-law.com)

12 *Attorneys for Plaintiff Kyle Welsh*

# EXHIBIT 1



## **LEASE**

This Lease (hereinafter "Lease") made and entered into this 1st day of March 2015, by and between Colorado River Indian Tribes, hereinafter referred to as "Landlord," and W W Young Money LLC dba Indian Smoke Shop, hereinafter referred to as "Tenant." In consideration of the mutual covenants herein contained, the parties agree as follows:

### **Definitions**

The following terms when used hereinafter shall be defined as follows:

Building "Building" means the structure or portions of a structure constructed or to be constructed by Landlord.

Center "Center" means the land and improvements comprising the integrated retail center including all of the "Common Areas." In the event Landlord elects to alter or enlarge any building or other improvements within the Center or to build, enlarge or alter any adjoining improvements, all or any portion of the altered or additional area shall be included in the definition of "Center" for the purposes of this Lease.

Premises "Premises" means a portion of Landlord's Building or Center Leased to Tenant.

## **SECTION ONE**

### **DESCRIPTION OF PREMISES**

Landlord Leases to Tenant and Tenant Leases from Landlord the Premises located 117 W. Riverside Dr. Parker, Az which contains approximately 2127 square feet.

## **SECTION TWO**

### **TERM**

The term of this Lease is five (5) years, beginning March 1, 2015 and ending Feb 28, 2020.

## **SECTION THREE**

### **QUIET ENJOYMENT**

Landlord covenants, warrants and represents that upon commencement of the Lease term, Landlord has full right and power to execute and perform this Lease, and to grant the estate demised herein; and that Tenant, upon the payment of the rent herein reserved and performance of the covenants and agreements hereof, shall peaceable and quietly have, hold and enjoy the Premises and all rights, easements, covenants, and privileges belonging or in any way appertaining thereto, during the term of this Lease.

## **SECTION FOUR**

### **RENT**

The base rent for the Premises shall be \$24,524 per year, to be paid in monthly installments of \$2,127. Rent shall be due in advance of the first of the month. Rent not received by Landlord by the 5<sup>th</sup> day of the month shall be subject to a \$250.00 late charge.



**SECTION FIVE  
SECURITY DEPOSIT**

Tenant's security deposit shall be N/A, which is due upon lease signing. Landlord will refund the full security deposit to Tenant within thirty (30) days following the end of the Lease if Tenant returns the premises to Landlord in good condition (except for reasonable wear and tear) and Tenant has paid Landlord all sums due under this Lease. Otherwise, Landlord may deduct any amounts required to place the premises in good condition and to pay for any money owed Landlord under the Lease.

**SECTION SIX  
USE OF PREMISES**

Tenant's use shall be defined as Tobacco Sales. Tenant may remain open seven (7) days per week twenty-four (24) hours per day.

**SECTION SEVEN  
UTILITIES**

Tenant shall arrange and pay for all utilities furnished to the Premises during the term of this Lease, including water, electricity, gas, and telephone service.

**SECTION EIGHT  
REPAIRS AND MAINTENANCE**

Landlord shall, at his expense, maintain the exterior of the Building, including the roof, walls, foundations, walks, driveways, parking areas, and the structural portion of the Premises in good condition and repair, except when damaged by Tenant. In addition, Landlord warrants that the Premises, including the plumbing, sprinklers, hot water heater, and electrical systems will be in compliance with all building codes, in good working order, and that the roof will be free of leaks for the term of this Lease. Tenant shall, at its expense, maintain in good condition, the doors and interior of the Premises, including electrical wiring and fixtures, plumbing, heating, and air conditioning equipment presently in place or added by Tenant or Landlord except when such damage is caused by Landlord, its agents or employees. Tenant is responsible for the replacement of heating, ventilating and air conditioning "HVAC" system if and when necessary. Landlord warrants for thirty (30) days that the heating, ventilating and air conditioning "HVAC" systems are in good working condition. After thirty (30) days, Tenant is responsible for repairs and replacement as outlined above.

**SECTION NINE  
GLASS**

Tenant covenants and agrees to replace plate glass broken on the Premises during the term of this Lease, except plate glass which is covered under fire insurance and/or extended coverage carried by Landlord or if such damage is caused by the negligence of the Landlord, its agents, or employees.

**SECTION TEN  
SURRENDER OF PREMISES**

Tenant shall be permitted, within ten (10) days after the expiration or sooner termination of this Lease, to remove any additions or improvements made by it, provided, however, that it repairs any damage to the Premises caused by such removal or pays for any damages caused by such removal. Any such addition or improvement not removed within ten (10) days shall be deemed abandoned and shall, thereupon, become the property of Landlord without compensation to Tenant.

Tenant's trade fixtures and all of Tenant's equipment shall not be considered fixtures, and shall remain the property of Tenant. As such, they may be removed by Tenant at any time, subject to the foregoing paragraph. Tenant shall surrender the Premises at the end of the Lease term, or any extension thereof, in the same condition as when it took possession.

**SECTION ELEVEN  
DAMAGE OR DESTRUCTION OF PREMISES**

If the Premises are damaged or partially destroyed by fire, casualty or other cause during the term of this Lease or any extension thereof, Landlord shall promptly repair and restore them to the condition which Landlord furnished to Tenant upon the commencement of the term of this Lease. The Premises shall be repaired within ninety (90) days of the date of the damage or destruction. Base rent, any additional rent, and all other charges shall be abated proportionately to the extent to which damage and repair operations interfere with the business conducted on the Premises by Tenant.

If the repairs cannot be completed within ninety (90) days of the occurrence, then either party shall have the option to terminate this Lease as of the date of damage or destruction by ten (10) days written notice to the other party. If the Building or part thereof shall be damaged or destroyed and such damage or destruction shall materially interfere with the enjoyment of the Premises by Tenant, the base rent, any additional rent, and all other charges shall abate in proportion to such interference during the period of such interference.

**SECTION TWELVE  
NON-LIABILITY OF LANDLORD FOR DAMAGES**

Landlord shall not be responsible for liability or damage claims for injury to persons or property for claims of any type that it may incur in connection with the operation of Tenant's business unless caused by the negligence of Landlord or its agents, servants, or employees. Except when caused by the negligence of the Landlord, his agents, servants, or employees, Tenant shall indemnify Landlord from all liability, loss or other damage claims for obligations resulting from any injuries or losses of this nature, including reasonable attorneys' fees and court costs incurred by Landlord in defending any such claims. Landlord shall indemnify Tenant for any loss occurring in the common areas, unless caused by negligence or intentional act of Tenant, his agents, servants or employees.



**SECTION THIRTEEN  
FIRE INSURANCE**

Tenant is responsible for its own insurance to cover its own contents located in the Premises, and all of the personal property and equipment included in the Premises. Landlord shall not be liable for any damage to the property or person of any of the Tenant's officers, employees, agents, invitees or guests from perils customarily covered by fire and extended coverage insurance, liability insurance or acts of God. It is agreed that Landlord shall be responsible for fire and extended coverage for the Premises by a responsible insurance company authorized to do extended coverage insurance in the state in which the Building is located. Tenant shall maintain fire insurance and extended coverage on the interior of the Premises in an amount which is adequate to cover the cost of equipment and trade fixtures.

**SECTION FOURTEEN  
LIABILITY INSURANCE**

Tenant shall procure and maintain in full force, at its expense, during the term of this Lease, and any extension thereof, public liability insurance which shall be adequate to protect against liability for damage claims through public use of or arising out of any accident occurring in or around the Premises, in a minimum amount of two million dollars (\$2,000,000.00). Landlord shall be an additional named insured in such policy.

**SECTION FIFTEEN  
ASSIGNMENT, OR SUBLEASE**

Tenant shall not assign this Lease or Lease the Premises, or any right or privilege connected therewith, or allow any other person, except agents, employees, and customers of the Tenant, to occupy the Premises or any part thereof, without first obtaining the written consent of Landlord. A consent by Landlord shall not be a consent for a subsequent assignment, Lease or occupation by other persons. An unauthorized assignment, Lease, or license to occupy by Tenant, shall be void and this Lease shall terminate at the option of the Landlord. The interest of Tenant in this Lease is not assignable by operation of law, without the written consent of Landlord.

**SECTION SIXTEEN  
IMPROVEMENTS OR ADDITIONS BY TENANT**

During the term of this Lease, Tenant shall not have the right and privilege of remodeling or altering the interior of the Premises, without the prior consent of Landlord. No alterations or improvements affecting the structural portion of the Premises shall be made by Tenant without the written consent of Landlord.

**SECTION SEVENTEEN  
RESTRICTIONS AGAINST MECHANIC'S LIENS**

Tenant shall pay and settle all expenses and liabilities arising out of or in any way connected with any and all construction, repairs, alterations, or maintenance of the Premises, and all liens of mechanics and materialmen, and all liens of a similar character arising out of or growing out of the construction, repair, alteration, or maintenance of the Premises, provided said work was performed by Tenant.

## **SECTION EIGHTEEN SIGNS**

Tenant shall not place, alter, exhibit, inscribe, point or affix any sign, awning, canopy, advertisement, notice or other lettering on any part of the outside of the premises without first obtaining the Landlord's written approval. Tenant further agrees to maintain such sign, awning, canopy, decoration, advertising matter, lettering, etc. as may be approved in good condition and repair at all times, and repair all damage to the premises that is caused by the installation, maintenance or removal of such signs, lettering, etc. All signs shall comply with applicable tribal laws and ordinances and the determination of such requirements and the prompt compliance shall be the responsibility of the Tenant.

## **SECTION NINETEEN PARKING**

Landlord represents and warrants that there is adequate non-exclusive parking at the Building for parking by Tenant's employees and customers. Furthermore, Landlord will assure the parking areas are free of potholes, snow and ice, adequately striped and in good condition. The parking areas will be fully lighted, at Landlord's expense, until at least one hour after Tenant's closing.

## **SECTION TWENTY HOLDING OVER**

The failure of Tenant to surrender the Premises upon the termination of the original Lease term or extension, and subsequent holding over by Tenant, without consent of the Landlord shall result in the creation of a tenancy for month-to-month at a monthly rental of one hundred twenty-five (125%) of the base rent, payable on the first day of each month during the month-to-month tenancy. This provision does not give Tenant any-right to hold over. All other terms and conditions of this Lease shall remain in full force during any month-to-month tenancy hereunder.

Nothing herein will limit the Landlord's right to declare the Tenant in trespass if they have failed to vacate upon expiration of the lease, or notice to vacate.

## **SECTION TWENTY-ONE NOTICES**

All notices under this agreement shall be sent by certified mail, return receipt requested to:

Landlord:	Chairman 26600 Mohave Road Parker, AZ 85344
Copies to:	Attorney General 26600 Mohave Road Parker, AZ 85344
Tenant:	Indian Smoke Shop 117 W. Riverside Drive Parker, Az. 85344



## **SECTION TWENTY-TWO TAXES AND ASSESSMENTS**

Landlord agrees to pay all general real estate taxes and special assessments assessed to the Premises and the Building, during the term of this Lease, or any Lease extension. Such taxes shall be paid before they are delinquent and become charged against the Premises therein.

Tenant agrees that it must obtain and maintain a business license from the Colorado River Indian Tribes and comply with all CRIT laws, including the CRIT labor code, CRIT Taxation Code and CRIT Health and Safety Code. Pursuant to current applicable laws, Tenant agrees to provide tax exemption for tribal member purchasers.

## **SECTION TWENTY-THREE LANDLORD TO HAVE ACCESS**

Landlord hereby expressly reserves the right to enter the Premises and/or any part thereof, at any time in the event of emergency. Furthermore, Landlord may enter the Premises after one (1) day written notice to make inspection and repairs, to exhibit the Premises to, purchasers, or prospective Tenants and to perform any acts related to safety, protection, preservation, or improvement of the Premises. Tenant shall have the right to peacefully hold and enjoy the Premises without unreasonable hindrance or interruption by Landlord or any persons claiming by, through, or under it until the end of such term or any extension or renewal thereof.

## **SECTION TWENTY-FOUR RENEWAL TERMS**

Tenant has the option of extending this Lease for three (3) consecutive period(s) of five (5) years. Tenant shall provide Landlord with written notice of its intention to renew this Lease at least ninety (90) days prior to the expiration of the then current term. In the event Landlord does not receive Tenant's notice as stated above, Tenant shall not lose its option to renew unless and until the Tenant shall fail to give notice to Landlord within ten (10) days after receipt of written notice from Landlord citing Tenant's failure to exercise its option to renew. For the purpose of this section only, notification via (facsimile) fax will be deemed sufficient, provided a copy of such notice is also sent via regular mail. The terms and conditions for each renewal period shall be the same as those contained herein, except for the fixed base rent which shall be adjusted upward. Said rental shall be payable in equal installments each month in advance on the first day of each month during the option period; the base rental shall increase to \$2,340.00 per month in the first option period, \$2,574.00 per month in the second option period, and \$2,831.00 per month in the third option period. In the event of any default by Landlord in the performance of any promise or obligation to be kept or performed hereunder and the continuance of such default for a period of thirty (30) days after receipt by Landlord of a written notice from Tenant specifying the default, Tenant, at its election, can declare this Lease terminated and void and

vacate the Premises within an additional period of thirty (30) days, paying rent only to the date of said vacating.

#### **SECTION TWENTY-FIVE ENTIRE AGREEMENT**

Landlord represents that there are no oral agreements affecting this Lease. Exhibits and riders, if any, are attached hereto and forming a part hereof, supersede and cancel any and all previous negotiations, arrangements, letters of intent, executed Lease(s), Lease proposals, brochures, agreements, representations, promises, warranties and understandings between the parties as stated by, including but not limited to, Tenant's agent(s) or employee(s). No alteration, amendment, change or addition to this Lease shall be binding upon either party unless reduced to writing and signed by each party.

#### **SECTION TWENTY-SIX WAIVER**

No waiver by either of the parties hereto of any provision or breach thereof, shall be deemed a waiver of any other provision or of any subsequent breach by Tenant or Landlord of the same or any other provisions. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act. No remedy or election hereunder shall be deemed exclusive, but shall, whenever possible, be cumulative with all other remedies at law or in equity. If at any time under the provisions of this Lease the consent of Landlord is required, it shall not be unreasonably withheld.

#### **SECTION TWENTY-SEVEN LAW**

This Lease and the performance hereunder shall be governed by the laws of the Colorado River Indian Tribes without reference to its conflict of laws provisions.

#### **SECTION TWENTY-SEVEN HEADINGS**

The paragraph headings are for quick reference and convenience only and do not alter, amend, or otherwise affect the terms, conditions, and agreements set out herein.

#### **SECTION TWENTY-EIGHT DISPUTES**

In the event of disputes between Landlord and Tenant relative to rights, obligations and duties of either party under this Lease, each party agrees all disputes shall be heard in the Tribal Court of the Colorado River Indian Tribes. Tenant expressly consents to the jurisdiction of the Colorado River Indian Tribes.



**SECTION TWENTY-NINE  
SEVERABILITY**

Should any provision of this Lease be or become invalid, void, illegal or not enforceable, it shall be considered separate and severable from this Lease and the remaining provisions shall remain in force and be binding upon the parties hereto as though such provision had not been included.

**SECTION THIRTY  
DEFAULT**

The following events shall constitute an event of default hereunder:

- (a) Failure to pay any installment of Rent, or Additional Rent, or any other sum due Landlord hereunder within thirty (30) days after the same is due; or
- (b) Failure to observe or perform of any other covenant, agreement, obligation or provision of this Lease on Tenant's part to be observed or performed, if such failure shall continue for thirty (30) days after Landlord has given Tenant notice to cure; or
- (c) Tenant shall fail to pay its debts as they become due; or
- (d) Tenant or creditors shall file a petition in bankruptcy under the Bankruptcy Code or file a pleading asking for relief, and, in the case of any such action by a creditor of Tenant, the petition or other pleading is not dismissed or denied within sixty (60) days; or
- (e) Tenant shall make an assignment for the benefit of creditors; or
- (f) Tenant shall consent to the appointment of a trustee or receiver for all or a major portion of its property; or
- (g) Tenant shall be finally adjudicated as bankrupt or insolvent under any federal or state law; or
- (h) Tenant shall suffer the entry of a final and nonappealable court order under any federal or state law appointing a receiver or trustee for all or substantially all of its property or ordering the winding-up or liquidation of its affairs; or
- (i) Tenant shall suffer a writ or warrant of attachment or any similar process to be issued by any court against all or substantially all of its property and such writ or warrant of attachment or any similar process is not contested, stayed, or released within sixty (60) days after the final entry, or levy or after any contest is finally adjudicated.

Upon any default specified herein Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- (i) Terminate this Lease in which event Tenant shall immediately surrender the Land and Building to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in Rent or Additional Rent, enter upon and take possession and expel or remove Tenant and any other person who may be occupying the Land or Building or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Land and Building on satisfactory terms or otherwise.
- (ii) Enter upon and take possession of the Land and Building and expel or remove Tenant and any other person who may be occupying the Land or any part thereof, by force if

necessary, without being liable for prosecution or any claim for damages therefor, and if Landlord so elects to let the Land and Building and receive the rent therefor, and Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting.

- (iii) Enter upon the Land and Building, by force if necessary, without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages, resulting to the Tenant from such action.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent or Additional Rent due to Landlord hereunder or of any damages occurring to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Landlord's acceptance of Rent or Additional Rent following an event of default hereunder shall not be construed as Landlord's waiver of such event of default. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon any event of default shall not be deemed or construed to constitute a waiver of such default.

No act or thing done by the Landlord or its agents during the lease term hereby granted, or any extension thereof, shall be deemed an acceptance of a surrender of the Land or Building, and no agreement to accept a surrender of the Land or Building shall be valid unless the same be made in writing and signed on behalf of Landlord.

### **SECTION THIRTY-ONE**

#### **FORCE MAJEURE**

If either party fails to perform any of its obligations under this Lease as a result of Force Majeure, such party shall not be liable for loss or damage for the failure and the other party shall not be released from any of its obligations under this Lease. If either party is delayed or prevented from performing any of its obligations as a result of Force Majeure, the period of delay or prevention shall be added to the time herein provided for the performance of any such obligation. Force Majeure" shall mean any period of delay which arises from or through acts of God; strikes, lockouts, or labor difficulty; explosion, sabotage, accident, riot, or civil commotion; act of war; fire or other casualty; legal requirements; delays caused by the other party; and causes beyond the reasonable control of a party.

### **SECTION THIRTY-TWO**

#### **LEASE EXECUTION**

Landlord and Tenant agree that this Lease is open for acceptance by Landlord for thirty (30) days following execution by Tenant. In the event Landlord does not execute this Lease within thirty (30) days of execution by Tenant, this Lease shall be null and void. Within three (3) business days, Landlord shall return any and all monies paid and all counterparts of this Lease executed by Tenant.



**SECTION THIRTY-THREE  
SOVEREIGN IMMUNITY**

Nothing in this Lease shall be construed to effect or be deemed a waiver of the sovereign immunity of the Colorado River Indian Tribes.

**SECTION THIRTY-FOUR  
CONSTRUCTION**

Should any provision of this Lease require judicial interpretation, the parties hereto agree that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be more strictly construed against the party who itself or through its agents prepared the same, it being agreed that Landlord, Tenant and their respective agents have participated in the preparation hereof.

**SECTION THIRTY-FIVE  
WHEN LEASE BECOMES BINDING**

The submission of this document for examination and negotiation does not constitute an offer to Lease, or a reservation of, or option for, the premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant.

**SECTION THIRTY-SIX  
ATTACHMENTS**

Attached hereto are the following, all of which constitute a part of this Lease.

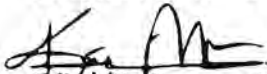
An addendum consisting of paragraphs N/A through N/A

A site plan marked Exhibit N/A depicting the premises.

Other (specify) (Can be used for store specific criteria).

Agreed this 7th day of April 2015

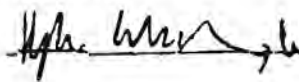
COLORADO RIVER INDIAN TRIBES

  
Tribal Chairman Acting

Reviewed by the Office of the Attorney General  
of the Colorado River Indian Tribes

Date: 3-2-15 Initials: SM

TENANT

, Will Young Money, LLC



# EXHIBIT 2





## COLORADO RIVER INDIAN TRIBES

*Moovalya Plaza*

149 RIVERSIDE DRIVE

PARKER, ARIZONA 85344

PH (928) 669-5502 • FAX (928) 669-5510

April 8, 2020

Kyle Welsh  
Smoke Shop  
117 W. Riverside Drive  
Parker, AZ 85344

RE:LEASE

Mr. Welsh,

I received your letter requesting to exercise a 5 year renewal option In Accordance with the Lease effective March 1, 2020. I also received both of your checks. The Lease is the same as the original Lease, nothing has changed. If you would like a copy of the original Lease, Please let me know and I will get that sent off to you.

Thank you  
John Yackley  
Moovalya Plaza Manager

A handwritten signature in black ink that reads "John Yackley".

# EXHIBIT 3





## **COLORADO RIVER INDIAN TRIBES**

*Colorado River Indian Reservation*

26600 MOHAVE ROAD  
PARKER, ARIZONA 85344  
TELEPHONE (928) 669-9211  
FAX (928) 669-1216

*Via Certified U.S. Mail*

April 8, 2021

Kyle Welsh  
WW Young Money LLC  
dba Indian Smoke Shop  
502 N. Main Street  
Wetherford, TX 76086

And

PO Box 3607  
Parker, AZ 85344

Re: **LEASE TERMINATION**

Dear Mr. Welsh,

Pursuant to Section 1-302(b)-(c) of the Property Code of the Colorado River Indian Tribes (hereinafter "Tribes"), the Tribes hereby give you notice that you are to quit possession or occupancy of the land you now occupy at Moovalya Plaza, 117 W. Riverside Drive, Parker, AZ 85344, approximately 2127 square feet, identified as the location of "Indian Smoke Shop" business, hereinafter known as the "Premises") on or before **April 20, 2021** for the following reasons:

Property Code Section 1-301(a): Occupation of the premises without permission or agreement, following a reasonable demand by a person in authority over the premises to leave.

Property Code Section 1-301(b): Nonpayment of rent under an agreement for the lease of the premises when such payments are not made after ten (10) calendar days of the agreement date for payment.

Property Code Section 1-301(d): Nuisance, waste, intentional or reckless damage, destruction or injury to the property of the landlord or other tenants.



You occupy the premises at 117 W. Riverside Drive, Parker, AZ 85344. You were under a Lease with the Tribes with rent due the first of every month. You failed to pay the rent for the month of March, 2021 until April 5, 2021. The Lease indicates the rent is late on the fifth (5th) day after the first of the month. The Property Code finds a Lessee in Default if Rent is not paid within ten (10) days of the date the rent is due. You have therefore been in default on the Lease since March 11, 2021. Your rent was received on Monday, April 5, 2021, one month after your initial entry into default on your lease. Your Lease calls for termination as a remedy for the default of failure to pay rent. You did not pay rent until 36 days past the payment due date.

Since you defaulted on the Lease as of March 11, 2021, you were occupying the premises without permission, outside the agreement of the Lease. You have been provided demand for the rent, which is not required by the Lease. Letters have been sent to you at your last two addresses: 117 W. Riverside Drive, Parker, AZ 85344; and PO Box 3607, Parker, AZ 85344.

Finally, you have caused a nuisance and intentional or reckless damage when you created a commotion outside of your shop, causing CRIT Police Department to be called to the scene. You left the scene, and an officer followed you. You pulled over on the side of the road and backed into the Officer's vehicle. This vehicle belongs to the Landlord. After causing physical damage to the Landlord's vehicle, you engaged in a high-speed chase with the CRIT Police Department, endangering residents and visitors to the community. These actions constitute nuisance and intentional or reckless damage.

Due to your multiple violations of the Lease listed above, you are in default of the Lease. In accordance with Section 30(i), this Lease is hereby terminated.

Pursuant to Section 1-202(d) of the Property Code, **within seven (7) days of this notice, or on or before April 20, 2021**, you must make an appointment to retrieve your personal items by calling John Yackley at (928) 669-5502. Your items must be retrieved within this seven (7) day window or they will be placed in storage and you will be charged a storage fee in accordance with the Abandoned Property Resolution.

If you do not quit possession or occupancy and do not remove your items from the Premises by April 20, 2021, we will file an action in Tribal Court to recover the Premises and all back rent and/or damages owed to the Tribes.

Thank you for your prompt attention to this matter. If you have any questions, please contact:

Rebecca A. Loudbear, Attorney General  
Colorado River Indian Tribes  
26600 Mohave Road  
Parker, AZ 85344  
(928) 669-1271  
[rloudbear@critdoj.com](mailto:rloudbear@critdoj.com)

COLORADO RIVER INDIAN TRIBES

  
Amelia Flores, Chairwoman

# EXHIBIT 4





Via Posting on Suite 117, Moovalya Plaza Parker, AZ and  
Certified Mail Return Receipt Requested

May 12, 2021

Kyle Welsh  
Suite 117  
Parker, AZ 85344

RE: Notice of Abandonment: Suite 117, Parker, AZ

Dear Mr. Welsh and anyone else occupying Suite 117 at Moovalya Plaza  
Suite 117, JOHN AND JANE DOES 1-20

The Colorado River Indian Tribes ("CRIT or Tribes") pursuant to CRIT Resolution #66-94 and CRIT  
Property Code, Article I, Section 1-206, hereby gives you notice that all personal property located at 117  
W. Riverside Dr. in Moovalya Plaza is deemed abandoned property and will be subject to retaking in ten  
(10) days from the date of this notice's posting information regarding any removed property may be  
obtained from:

Office of Attorney General

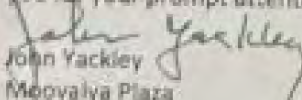
Colorado River Indian Tribes

26600 Mohave Road

Parker, AZ 85344

928-669-1271

Please be forewarned that the Tribes exercise of its rights to deem said personal property abandoned  
is not a waiver of the Tribes rights to exercise any other available legal and equitable remedies. Thank  
you for your prompt attention to this matter:

  
John Yackley  
Moovalya Plaza  
Manager



# EXHIBIT 5



12:37 PM

## Moovalya Plaza

10/05/21

## Balance Details for W W Young Money, LLC

Accrual Basis

## All Transactions

Type	Num	Date	Due Date	Aging	Amount	Open Balance
Invoice	3525	10/01/21	10/01/21	4	2,340.00	2,340.00
Invoice	3512	09/01/21	09/01/21	34	2,340.00	2,340.00
Invoice	3500	08/01/21	08/01/21	65	2,340.00	2,340.00
Invoice	3488	07/01/21	07/01/21	96	2,340.00	2,340.00
Invoice	3474	06/01/21	06/01/21	126	2,340.00	2,340.00
Invoice	3473	05/01/21	05/01/21	157	2,340.00	2,340.00
Invoice	3451	04/01/21	04/01/21	187	2,340.00	2,340.00
Invoice	3439	03/01/21	03/01/21	218	2,340.00	2,340.00
Payment	4678	02/04/21			-2,340.00	
Invoice	3426	02/01/21	02/01/21		2,340.00	
Payment	5217	01/06/21			-2,340.00	
Invoice	3413	01/01/21	01/01/21		2,340.00	
Invoice	3401	12/01/20	12/01/20		2,340.00	
Payment	5232	12/01/20			-2,340.00	
Payment	5208	11/06/20			-2,340.00	
Invoice	3389	11/01/20	11/01/20		2,340.00	
Payment	4707	10/05/20			-2,340.00	
Invoice	3377	10/01/20	10/01/20		2,340.00	
Invoice	3364	09/01/20	09/01/20		2,340.00	
Payment	4700	09/01/20			-2,340.00	
Payment	4689	08/06/20			-2,340.00	
Invoice	3347	08/01/20	08/01/20		2,340.00	
Payment	4670	07/02/20			-2,340.00	
Invoice	3334	07/01/20	07/01/20		2,340.00	
Payment	5197	06/02/20			-2,340.00	
Invoice	3319	06/01/20	06/01/20		2,340.00	
Invoice	3304	05/01/20	05/01/20		2,340.00	
Payment	5176	05/01/20			-2,340.00	
Payment	5186	04/09/20			-213.00	
Payment	5187	04/09/20			-2,340.00	
Invoice	3291	04/01/20	04/01/20		2,340.00	
Invoice	3306	04/01/20	04/01/20		213.00	
Payment	5182	03/04/20			-2,127.00	
Invoice	3276	03/01/20	03/01/20		2,127.00	
Invoice	3263	02/01/20	02/01/20		2,127.00	
Payment	5139	01/31/20			-2,127.00	
Payment	5128	01/02/20			-2,127.00	
Invoice	3249	01/01/20	01/01/20		2,127.00	
Payment	5093	12/03/19			-2,127.00	
Invoice	3236	12/01/19	12/01/19		2,127.00	
Payment	5108	11/04/19			-2,127.00	
Invoice	3222	11/01/19	11/01/19		2,127.00	
Invoice	3208	10/01/19	10/01/19		2,127.00	
Payment	5075	10/01/19			-2,127.00	
Payment	5053	09/05/19			-2,127.00	
Invoice	3192	09/01/19	09/01/19		2,127.00	
Invoice	3178	08/01/19	08/01/19		2,127.00	
Payment	5015	08/01/19			-2,127.00	
Invoice	3164	07/01/19	07/01/19		2,127.00	
Payment	5029	07/01/19			-2,127.00	
Invoice	3150	06/01/19	06/01/19		2,127.00	
Payment	4994	05/31/19			-2,127.00	
Invoice	3136	05/01/19	05/01/19		2,127.00	
Payment	4868	05/01/19			-2,127.00	
Payment	4950	04/03/19			-2,127.00	
Invoice	3120	04/01/19	04/01/19		2,127.00	
Payment	4942	03/05/19			-2,127.00	
Invoice	3104	03/01/19	03/01/19		2,127.00	
Payment	4930	02/06/19			-2,127.00	
Invoice	3090	02/01/19	02/01/19		2,127.00	
Payment	4651	01/04/19			-2,127.00	
Invoice	3075	01/01/19	01/01/19		2,127.00	
Invoice	3058	12/01/18	12/01/18		2,127.00	
Payment	4888	11/30/18			-2,127.00	
Payment	4629	11/02/18			-2,127.00	
Invoice	3043	11/01/18	11/01/18		2,127.00	
Payment	4845	10/04/18			-2,127.00	
Invoice	3027	10/01/18	10/01/18		2,127.00	

## Requested Items 7.8.2024 -5

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From: kyle welsh (kylewelsh2002@yahoo.com)

To: mbrnovich@bsflp.com

Date: Monday, July 8, 2024 at 07:22 PM MST

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### 12) Perkins Coie Email Balance Request

Begin forwarded message:

**From:** "Smith, Odin (WDC)" <OSmith@perkinscoie.com>

**Date:** October 19, 2021 at 12:11:13 PM CDT

**To:** "MacLean, Jena (WDC)" <JMacLean@perkinscoie.com>, "Ford, Aimee E. (WDC)" <AFord@perkinscoie.com>

**Subject:** FW: 117 W. Riverside Drive, W W Young Money LLC Balance Detail

Here is what CRIT claims is owed on the lease—as expected, full rent for March-October. Burley said that once it was settled we could arrange through him to retrieve the property but that if we wanted to negotiate the amount we would need to talk to Rebecca Loudbear.

Do you want to discuss how to proceed before I forward to Kyle?

**Odin Smith | Perkins Coie LLP**

202.654.6344

---

**From:** Chris Burley <chris.burley@crit-nsn.gov>

**Sent:** Tuesday, October 19, 2021 1:00 PM

**To:** Smith, Odin (WDC) <OSmith@perkinscoie.com>

**Cc:** Rebecca Loudbear <rloudbear@critdoj.com>

**Subject:** 117 W. Riverside Drive, W W Young Money LLC Balance Detail

Mr. Smith,

Here is the balance detail report I received back from our accounting department for W W Young Money LLC and shows a balance owed of \$18,720.

Please let me know if you need anything further.

Thank you,

**Chris Burley**

*Project Manager*

*Colorado River Indian Tribes*

*928-706-4195*

<scan.pdf>

12:37 PM

10/05/21

Accrual Basis

**Moovalya Plaza**  
**Balance Details for W W Young Money, LLC**  
**All Transactions**

Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	4800	09/07/18			-2,127.00	
Invoice	3010	09/01/18	09/01/18		2,127.00	
Payment	4825	08/03/18			-2,127.00	
Invoice	2995	08/01/18	08/01/18		2,127.00	
Payment	4786	07/03/18			-2,127.00	
Invoice	2981	07/01/18	07/01/18		2,127.00	
Payment	4533	06/05/18			-2,127.00	
Invoice	2967	06/01/18	06/01/18		2,127.00	
Payment	4507	05/02/18			-2,127.00	
Invoice	2950	05/01/18	05/01/18		2,127.00	
Invoice	2935	04/01/18	04/01/18		2,127.00	
Payment	4489	03/30/18			-2,127.00	
Payment	4474	03/06/18			-2,127.00	
Invoice	2921	03/01/18	03/01/18		2,127.00	
Invoice	2907	02/01/18	02/01/18		2,127.00	
Payment	4444	02/01/18			-2,127.00	
Payment	4449	01/04/18			-2,127.00	
Invoice	2891	01/01/18	01/01/18		2,127.00	
Invoice	2877	12/01/17	12/01/17		2,127.00	
Payment	1062	12/01/17			-2,127.00	
Payment	4232	11/02/17			-2,127.00	
Invoice	2863	11/01/17	11/01/17		2,127.00	
Payment	4221	10/03/17			-2,127.00	
Invoice	2848	10/01/17	10/01/17		2,127.00	
Invoice	2832	09/01/17	09/01/17		2,127.00	
Payment	3797	08/31/17			-2,127.00	
Payment	3786	08/02/17			-2,127.00	
Invoice	2816	08/01/17	08/01/17		2,127.00	
Payment	4138	07/03/17			-2,127.00	
Invoice	2802	07/01/17	07/01/17		2,127.00	
Payment	4030	06/02/17			-2,127.00	
Invoice	2788	06/01/17	06/01/17		2,127.00	
Payment	4016	05/09/17			-2,127.00	
Invoice	2772	05/01/17	05/01/17		2,127.00	
Invoice	2758	04/01/17	04/01/17		2,127.00	
Payment	4103	03/31/17			-2,127.00	
Payment	4061	03/08/17			-2,127.00	
Payment		03/08/17			0.00	
Invoice	2743	03/01/17	03/01/17		2,127.00	
Payment	4040	02/03/17			-2,127.00	
Invoice	2728	02/01/17	02/01/17		2,127.00	
Payment	3998	01/06/17			-2,127.00	
Invoice	2712	01/01/17	01/01/17		2,127.00	
Payment	3980	12/02/16			-2,127.00	
Invoice	2697	12/01/16	12/01/16		2,127.00	
Invoice	2681	11/01/16	11/01/16		2,127.00	
Payment	3821	11/01/16			-2,127.00	
Payment	4095	10/04/16			-2,127.00	
Invoice	2668	10/01/16	10/01/16		2,127.00	
Invoice	2655	09/01/16	09/01/16		2,127.00	
Payment	4118	08/30/16			-2,127.00	
Payment	2127.00	08/05/16			-2,127.00	
Invoice	2638	08/01/16	08/01/16		2,127.00	
Payment	4068	07/13/16			-2,127.00	
Invoice	2626	07/01/16	07/01/16		2,127.00	
Payment	3720	06/06/16			-2,127.00	
Invoice	2614	06/01/16	06/01/16		2,127.00	
Payment	3707	05/02/16			-2,127.00	
Invoice	2602	05/01/16	05/01/16		2,127.00	
Payment	3769	04/05/16			-2,127.00	
Invoice	2582	04/01/16	04/01/16		2,127.00	
Payment	3939	03/02/16			-2,127.00	
Invoice	2569	03/01/16	03/01/16		2,127.00	
Payment	3910	02/02/16			-2,127.00	
Invoice	2556	02/01/16	02/01/16		2,127.00	
Invoice	2544	01/01/16	01/01/16		2,127.00	
Payment	3899	12/31/15			-2,127.00	
Invoice	2530	12/01/15	12/01/15		2,127.00	
Payment	3890	12/01/15			-2,127.00	



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10/05/21

Accrual Basis

**Moovalya Plaza**  
**Balance Details for W W Young Money, LLC**  
**All Transactions**

Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment	3879	11/03/15			-2,127.00	
Invoice	2518	11/01/15	11/01/15		2,127.00	
Invoice	2506	10/01/15	10/01/15		2,127.00	
Payment	3742	10/01/15			-2,127.00	
Payment	3869	09/02/15			-2,127.00	
Invoice	2481	09/01/15	09/01/15		2,127.00	
Invoice	2470	08/01/15	08/01/15		2,127.00	
Payment	3858	07/30/15			-2,127.00	
Payment	3849	07/09/15			-2,127.00	
Invoice	2456	07/01/15	07/01/15		2,127.00	
Payment	1043	06/04/15			-2,127.00	
Invoice	2443	06/01/15	06/01/15		2,127.00	
Payment	1042	05/05/15			-2,127.00	
Invoice	2431	05/01/15	05/01/15		2,127.00	
Payment	3617	04/06/15			-2,127.00	
Invoice	2419	04/01/15	04/01/15		2,127.00	
Payment	1030	03/05/15			-2,127.00	
Invoice	2408	03/01/15	03/01/15		2,127.00	
Payment	1020	02/18/15			-1,818.50	
Invoice	2397	02/01/15	02/01/15		1,818.50	
Payment	1018	01/15/15			-1,818.50	
Invoice	2386	01/01/15	01/01/15		1,818.50	
Payment	1014	12/15/14			-1,818.50	
Invoice	2375	12/01/14	12/01/14		1,818.50	
Payment	1011	11/07/14			-1,818.50	
Invoice	2364	11/01/14	11/01/14		1,818.50	
Payment	1007	10/14/14			1,818.50	
Invoice	2353	10/01/14	10/01/14		1,818.50	
Payment	1001	09/08/14			-1,818.50	
Invoice	2341	09/01/14	09/01/14		1,818.50	
Invoice	2330	08/01/14	08/01/14		1,818.50	
Payment	94	08/01/14			-1,818.50	
Payment	3593	07/17/14			-1,818.50	
Invoice	2318	07/01/14	07/01/14		1,818.50	
Payment	3587	06/05/14			-1,818.50	
Invoice	2307	06/01/14	06/01/14		1,818.50	
Payment	3559	05/13/14			-1,818.50	
Invoice	2295	05/01/14	05/01/14		1,818.50	
Payment	2724	04/10/14			-1,818.50	
Invoice	2284	04/01/14	04/01/14		1,818.50	
Payment	2619	03/11/14			-1,818.50	
Invoice	2273	03/01/14	03/01/14		1,818.50	
Payment	2610	02/24/14			-1,818.50	
Invoice	2259	02/01/14	02/01/14		1,818.50	
Payment	2631	01/06/14			-1,818.50	
Invoice	2249	01/01/14	01/01/14		1,818.50	
Payment	2598	12/05/13			-1,818.50	
Invoice	2238	12/01/13	12/01/13		1,818.50	
Invoice	2222	11/01/13	11/01/13		1,818.50	
Payment	1068	11/01/13			-1,818.50	
Payment	1065	10/10/13			-1,818.50	
Invoice	2211	10/01/13	10/01/13		1,818.50	
Payment	1062	09/04/13			-1,818.50	
Invoice	2199	09/01/13	09/01/13		1,818.50	
Invoice	2185	08/01/13	08/01/13		1,818.50	
Payment	1060	08/01/13			-1,818.50	
Payment	1056	07/11/13			-1,818.50	
Invoice	2171	07/01/13	07/01/13		1,818.50	
Payment	1055	06/03/13			-1,818.50	
Invoice	2157	06/01/13	06/01/13		1,818.50	
Payment	1051	05/13/13			-1,818.50	
Invoice	2145	05/01/13	05/01/13		1,818.50	
Payment	1048	04/05/13			-1,818.50	
Invoice	2131	04/01/13	04/01/13		1,818.50	
Payment	1042	03/05/13			-1,818.50	
Invoice	2119	03/01/13	03/01/13		1,818.50	
Payment	1041	02/13/13			-1,300.00	
Payment	1039	02/13/13			-1,818.50	
Invoice	2107	02/01/13	02/01/13		1,818.50	

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## Moovalya Plaza

10/05/21

## Balance Details for W W Young Money, LLC

Accrual Basis

## All Transactions

Type	Num	Date	Due Date	Aging	Amount	Open Balance
Payment		01/09/13			-342.61	
Invoice	2090	01/01/13	01/01/13		1,818.50	
Payment	1036	12/06/12			-1,818.50	
Invoice	2078	12/01/12	12/01/12		1,818.50	
Payment	1033	11/06/12			-1,818.50	
Invoice	2066	11/01/12	11/01/12		1,818.50	
Invoice	2051	10/01/12	10/01/12		1,818.50	
Payment	1030	10/01/12			-1,818.50	
Payment	1027	09/04/12			-1,818.50	
Invoice	2039	09/01/12	09/01/12		1,818.50	
Invoice	2026	08/03/12	08/03/12		1,818.50	
Payment	1026	08/02/12			-1,818.50	
Invoice	2008	07/01/12	07/01/12		1,818.50	
Payment	1024	07/01/12			-1,818.50	
Invoice	1995	06/01/12	06/01/12		1,818.50	
Payment	1020	05/31/12			-1,818.50	
Invoice	1977	05/01/12	05/01/12		1,818.50	
Payment	2377	04/29/12			-1,818.50	
Payment	2372	04/03/12			-1,922.59	
Invoice	1961	04/01/12	04/01/12		1,922.59	
Payment	2367	03/10/12			-1,738.29	
Invoice	1949	03/01/12	03/01/12		1,738.29	
Payment	2362	02/05/12			-1,738.29	
Invoice	1937	02/01/12	02/01/12		1,738.29	
Payment	2234	01/04/12			-1,738.29	
Invoice	1924	01/01/12	01/01/12		1,738.29	
Payment	2227	12/02/11			-1,738.29	
Invoice	1907	12/01/11	12/01/11		1,738.29	
Invoice	1895	11/01/11	11/01/11		1,738.29	
Payment	2220	11/01/11			-1,738.29	
Payment	2299	10/05/11			-1,738.29	
Invoice	1884	10/01/11	10/01/11		1,738.29	
Payment	2290	09/03/11			-1,738.29	
Invoice	1873	09/01/11	09/01/11		1,738.29	
Payment	2282	08/03/11			-1,738.29	
Invoice	1861	08/01/11	08/01/11		1,738.29	
Invoice	1845	07/01/11	07/01/11		1,738.29	
Payment	2271	06/29/11			-1,738.29	
Payment	2139	06/03/11			-1,738.29	
Invoice	1835	06/01/11	06/01/11		1,738.29	
Payment	2130	05/03/11			-1,738.29	
Invoice	1814	05/01/11	05/01/11		1,738.29	
Invoice	1803	04/01/11	04/01/11		1,669.16	
Invoice	1784	03/01/11	03/01/11		1,677.32	
Credit Memo	1801	02/27/11	02/27/11		-167.73	
Payment	2079	02/27/11			-3,522.37	
Invoice	1785	02/22/11	02/22/11		167.73	
Payment	2027	02/04/11			-1,677.32	
Invoice	1774	02/01/11	02/01/11		1,677.32	
General Journal	56	01/31/11			-1,300.00	
General Journal	173	01/31/11			1,300.00	
Payment	2021	01/05/11			-1,677.32	
Invoice	1757	01/01/11	01/01/11		1,677.32	
General Journal	86	12/31/10			-1,300.00	
Invoice	1704	09/01/10	09/01/10		1,300.00	
Invoice	1696	08/01/10	08/01/10		1,300.00	
Payment	2091	07/31/10			-1,300.00	
Invoice	1676	07/01/10	07/01/10		1,300.00	
Payment	1012	06/24/10			-2,600.00	
Invoice	1665	06/01/10	06/01/10		1,300.00	
Payment	999991	05/17/10			-1,000.00	
Invoice	1658	05/15/10	05/15/10		1,000.00	
<b>Total</b>					<b>18,720.00</b>	<b>18,720.00</b>



# EXHIBIT 6



**Mills, Kemper Vance (PX) (FBI)**

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**From:** Reid-Moore, Christina (USAAZ) [REDACTED]  
**Sent:** Wednesday, March 30, 2022 11:38 AM  
**To:** Mills, Kemper Vance (PX) (FBI)  
**Subject:** [EXTERNAL EMAIL] - Re: Kyle Wayne Welsh

Are you asking me for the name of the attorney that Rebecca provided me? She just sent me an email with the attorney's name (the attorney for his business)

If so I'll look for that email later today after my hearings.

Sent from my iPhone

On Mar 30, 2022, at 11:06 AM, Kemper Mills [REDACTED] wrote:

Hey Tina,

I'm still trying to locate Kyle Wayne Welsh, my understanding is Rebecca Loudbear (cced) provided you some information concerning his attorney contacting the tribe in regard to the sale of his smoke shop (see below). Apparently he lives in Texas now. I was advised that this was discussed at the recent MDT. I was not apart of the MDT.

-Kemper

**From:** Marwin Smith [REDACTED]  
**Sent:** Wednesday, March 30, 2022 10:50 AM  
**To:** Mills, Kemper Vance (PX) (FBI) [REDACTED]  
**Subject:** [EXTERNAL EMAIL] - FW: Kyle Wayne Welsh

Here is her response

**From:** Rebecca Loudbear [REDACTED]  
**Sent:** Wednesday, March 30, 2022 10:49 AM  
**To:** Marwin Smith [REDACTED]  
**Subject:** RE: Kyle Wayne Welsh

He reached out through an attorney and I gave that information to Christina Reid Moore.

**From:** Marwin Smith [REDACTED]  
**Sent:** Wednesday, March 30, 2022 10:44 AM  
**To:** Rebecca Loudbear [REDACTED]  
**Subject:** FW: Kyle Wayne Welsh  
**Importance:** High

Here is a email I received about the smoke shop. You stated at the MDT about a contact via a attorney if I remember correctly.

**From:** Kemper Mill [REDACTED]  
**Sent:** Wednesday, March 30, 2022 10:02 AM  
**To:** Marwin Smit [REDACTED]  
**Subject:** Kyle Wayne Welsh

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you know the content is safe.

Marwin,

Would you please provide me with whatever you know about the whereabouts of Kyle Wayne Welsh. I understand he reached out to the tribe relating to the sale of his smoke shop in Parker.

-Kemper

Kemper Mills  
FBI Special Agent  
Phoenix Division - Lake Havasu City RA  
[REDACTED]

**Mills, Kemper Vance (PX) (FBI)**

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**From:** Reid-Moore, Christina (USAAZ) [REDACTED]  
**Sent:** Wednesday, March 30, 2022 5:16 PM  
**To:** Mills, Kemper Vance (PX) (FBI)  
**Subject:** [EXTERNAL EMAIL] - FW: Kyle Welsh

This was what Rebecca sent me.

**From:** Rebecca Loudbear [REDACTED]  
**Sent:** Thursday, March 17, 2022 5:19 PM  
**To:** Reid-Moore, Christina (USAAZ) [REDACTED]  
**Subject:** [REDACTED]

Tina,

The attorney representing Kyle Welsh (or rather his LLC) on his civil commercial matters is Odin Smith with Perkins Coie. I believe he is out of the Washington DC office. His contact information is below:

**Odin Smith | Perkins Coie LLP**  
SENIOR COUNSEL  
700 Thirteenth Street, N.W. Suite 800  
Washington, DC 20005-3960  
D. +1.202.654.0344  
F. +1.202.654.9119  
E. [OSmith@perkinscoie.com](mailto:OSmith@perkinscoie.com)  
**PERKINScoie**

He does not appear to do any work in criminal defense (tribal and environmental issues seems to be his specialty). I just sent him an email following up on our civil matters so I will let you know if anything has changes as to his representation.

Thank you,

Rebecca Loudbear

**From:** Reid-Moore, Christina (USAAZ) [REDACTED]