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**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MONTANA  
BILLINGS DIVISION**

THE CROW TRIBE OF MONTANA,

Plaintiff,

vs.

THE UNITED STATES OF AMERICA,  
and LESLIE SHAKESPEARE in his  
capacity as Regional Director of the  
Bureau of Indian Affairs, a federal  
agency within the Department of the  
Interior,

Defendants.

Case

**COMPLAINT**

The Crow Tribe of Montana for its Complaint against The United States of America, and Leslie Shakespeare in his capacity as Regional Director Bureau of Indian Affairs, a federal agency within the Department of the Interior, alleges as follows:

### **INTRODUCTION**

1. The Crow Tribe of Montana brings this action to compel performance of the obligations of the United States in connection with real property and real property interests held in trust by the Bureau of Indian Affairs (BIA) for the Crow Tribe. The Crow Tribe seeks an accounting and other equitable relief regarding such trust funds and assets to aid the Crow Tribe and the Court in quantifying the damages caused by the BIA's failures to manage those trust funds and resources in accordance with its fiduciary duties.

2. Involved in this action are the following interests of the Crow Tribe for the period from 2015 forward:

- a. Property tracts in Montana held in trust by BIA;
- b. Irrigation and maintenance fees on property tracts in Montana held in trust by BIA;
- c. Leases on property tracts in Montana held in trust by BIA;
- d. Mineral rights in Montana held in trust by BIA;
- e. Water rights in Montana held in trust by BIA;

- f. Water and sewer fees collected on behalf of the Tribe and held in trust by the BIA;
- g. Revenue billed on behalf of the Tribe by BIA for fees (leases, rights-of-way, royalties, etc.) associated with property rights held in trust, whether collected or not; and
- h. Revenue distributed on those property rights held in trust.

3. In addition to the above, from a period unknown to the Crow Tribe until 2024, it was wrongly placed on the “Do-Not-Pay” lists for invoices referred to the Department of Treasury by the BIA. The Crow Tribe seeks an accounting and other equitable relief of the debts, offsets, and payments associated with the “Do-Not-Pay” listings.

4. The Crow Tribe has no adequate administrative remedies. It has repeatedly requested the United States comply with its obligations to no avail. Only this Court can provide the Crow Tribe with the relief to which it is entitled.

### **PARTIES**

5. The Crow Tribe is federally recognized as a sovereign Indian tribe with legal rights and responsibilities. It is eligible for the special programs and services provided by the United States to Indians because of its status as an Indian tribe and it is recognized as possessing powers of limited self-government.

6. The United States has numerous federal trust responsibilities owed to

the Crow Tribe with respect to the interests at issue herein. It employs various federal agencies to perform these fiduciary obligations owed to the Crow Tribe. The BIA is the federal agency within the Department of the Interior most directly responsible for generally discharging the United States' Indian trust responsibilities.

7. Leslie Shakespeare is the Rocky Mountain Regional Director of BIA in Billings, Montana, and as such is an officer and employee of the United States whose scope of agency includes some of the responsibilities alleged herein.

### **JURISDICTION AND VENUE**

8. This Court has jurisdiction over this action under 28 U.S.C. §§ 1331 and 1362, in that it is an action brought by a federally-recognized Indian tribe, wherein the matter in controversy arises under the Constitution, laws, or treaties of the United States; and under 28 U.S.C. § 1361, in that it is in the nature of an action of mandamus to compel an officer or employee of the United States to perform duties owed to the Crow Tribe.

9. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(2), as a substantial part of the events or omissions giving rise to the claims occurred in the State of Montana, and the property that is the subject of the action is situated in Montana.

## FACTS SUPPORTING CLAIMS

### A. History of the Crow Tribe and Land

10. Since time immemorial, the ancestors of the Crow people inhabited the upper Great Lakes regions of modern-day Canada and the United States. Several centuries ago, they migrated to their homelands in what is now Montana, Wyoming, and the Dakotas. *Montana v. United States*, 450 U.S. 544, 547 (1981).

11. The Crow territory originally encompassed nearly 40 million acres. *First Treaty of Fort Laramie*, Sept. 17, 1851, 11 Stat. 749 (reprinted in 2 Charles J. Kappler, *Indian Affairs: Laws and Treaties* 594-595 (1904)). In a treaty signed in 1825, the United States formally acknowledged its sovereign-to-sovereign trust relationship with the Crow. *Treaty with the Crow Tribe*, Aug. 4, 1825, 7 Stat. 266, art. 1–2; *see also, Santa Clara Pueblo v. Martinez*, 436 U.S. 49, 56 (1978) (Indian tribes are “separate sovereigns pre-existing the Constitution”).

12. In 1868, the Crow Tribe ceded the majority of its territory to the United States. Approximately eight million acres were set aside to create the Crow Indian Reservation in present-day southern Montana. *Treaty with the Crow Indians*, May 7, 1868, 15 Stat. 649 (“1868 Treaty”). Over time, Congress repeatedly reduced the size of the Reservation to less than 2.3 million acres. 22 Stat. 42 (1882); § 31, 26 Stat. 1039–1040 (1891); ch. 1624, 33 Stat. 352 (1904); ch. 890, 50 Stat. 884 (1937).

13. Meanwhile, in the late nineteenth and early twentieth centuries,

Congress authorized the allotment of reservation lands in fee simple to individual Indians, in pursuit of its goal of “extinguish[ing] tribal sovereignty” and “forc[ing] assimilation.” *Montana*, 450 U.S. at 547; *Cnty. of Yakima v. Confederated Tribes & Bands of Yakima Indian Nation*, 502 U.S. 251, 253-54 (1992). Under the allotment Acts, tribal members would be able to transfer title to allotted lands to non-Indians after holding them for 25 years. General Allotment Act of 1887, ch. 119, 24 Stat. 388, and the Crow Allotment Act of 1920, 41 Stat. 751. As a result, over time, many Indian reservations, including the Crow Reservation, became “checkerboards” of fee simple lands—held by Indians and non-Indians alike—and tribal lands held in trust by the federal government. *See Lac Courte Oreilles Band of Lake Superior Chippewa Indians of Wisconsin v. Evers*, 46 F.4th 552, 560 (7th Cir. 2022).

#### **B. The United States’ Trust Obligations**

14. There is a well-developed body of federal law describing and defining the United States’ duty as a fiduciary to the Crow Tribe based on their unique sovereign-to-sovereign trust relationship, including, among others, the following:

- a. The 1868 Treaty, which is a “contract between two sovereign nations” enforceable in federal court. *Washington v. Wash. St. Commercial Passenger Fishing Vessel Assn.*, 443 U.S. 6558, 675 (1979); 25 U.S.C. § 5601(3)–(5). It includes a provision obligating the United States to prohibit most non-Indians from residing on or passing through

reservation lands without consent of the Crow Tribe, an obligation that remains in force. *Montana*, 450 U.S. at 558.

b. Numerous federal regulations issued by the Secretary of the Interior, which outline a comprehensive regulatory scheme for the management and accounting of Indian trust land leases, and specifically require the BIA to perform, without limitation, the following obligations:

- i. 25 C.F.R. §§ 162.022 and 162.250: respond to Indian landowners' concerns regarding management of leased land, to promptly take appropriate action upon notification that a lessee has failed to comply with the terms of a lease, and to initiate an investigation with five business days of notification of a specific lease violation.
- ii. 25 C.F.R. §§ 162.251: follow specific procedures to enforce lease provisions, including timelines for notice to the tenant and to cure.
- iii. 25 C.F.R. §§ 162.107, 162.108, and 162.231: ensure tenants comply with operating requirements in agricultural leases through inspections and enforcement actions, and to advertise leases in accordance with tribal law and policies.
- iv. 25 C.F.R. §§ 162.107, 162.108, 162.225, and 162.248: obtain fair

annual rental rates, collect rents on behalf of tribal landowners, specify in leases applicable interest rates for late payments, and enforce failure to pay as lease violations.

- v. 25 C.F.R. § 162.228: collect irrigation operation and maintenance charges from lessees within an Indian irrigation project or drainage district.
- vi. 25 C.F.R. § 234: collect bonds from tenants sufficient to secure one year's rental, construction of any improvements, performance of additional lease obligations, and restoration and reclamation of the leased land to its original condition.
- vii. 25 C.F.R. §§ 162.106, 162.108, and 162.256: take actions to recover possession of land occupied by trespassers without a valid lease, including holdover tenants, and take emergency action as needed to preserve the value of the trust land.
- viii. 25 C.F.R. §§ 162.230 and 162.251: treat unauthorized subletting of trust land as lease violations and take actions to enforce the violations.
- ix. 25 C.F.R. § 162.028, promptly provide information to tribal landowners on the status of leases on tribal land, without requiring a Freedom of Information Act request.



15. Other statutes describe specifically and generally the United States' duties as a fiduciary in managing the Indian tribe trust funds (*e.g.*, 25 U.S.C. §§ 161a, 161b, 162a), in leasing and accounting for the proper disposition of Indian trust mineral estates (*e.g.*, the Indian Mineral Leasing Act of 1938, 25 U.S.C. § 396 a-g, *et seq.*); the Federal Oil and Gas Royalty Management Act of 1982, 30 U.S.C. § 1701 *et seq.*), and in managing and contracting for the sale of Indian tribe timber (*e.g.*, the Act of June 25, 1910, 36 Stat. 857, codified as amended at 25 U.S.C. §§ 406,407; the Act of Mar. 1, 1907, 34 Stat. 1018, codified as amended at 25 U.S.C. § 405; section 6 of the Indian Reorganization Act of 1934, 48 Stat. 986, codified at 25 U.S.C. § 466; and the National Indian Forest Resources Management Act of 1990, codified at 25 U.S.C. § 3101 *et seq.*).

16. Other relevant treaties, executive orders, statutes, regulations, and case law form additional bases for the Crow Tribe's claims regarding the trust funds and trust property managed by the United States.

**C. Defendants' Breaches of Trust**

17. The United States has consistently failed to comply with its fiduciary responsibilities as a trustee and continues to do so. The Crow Tribe cannot determine the complete nature and extent of such failures without a complete accounting, which can only be obtained from Defendants; however, on information and belief, such breaches of trust include, without limitation, the following:

- a. Failure, despite repeated requests, to provide any accounting for the following interests of the Crow Tribe for the period from 2015 forward:
  - i. Property tracts in Montana held in trust;
  - ii. Irrigation and maintenance fees on those tracts held in trust;
  - iii. Leases on those tracts held in trust, and rents collected on leases on those tracts held in trust;
  - iv. Rights-of-way on those tracts held in trust, and fees collected on those rights-of-way on those tracts held in trust;
  - v. The collection and disposition of bonds required to be collected for leases on those tracts held in trust; and
  - vi. Rents, fees, and other revenue distributed generated by those tracts held in trust.
- b. Failure to timely reconcile or audit the above accounts;
- c. Failure to properly maintain an accounting system, such that it has no way of confirming the income due from the trust assets, or other funds that should have been credited, has been collected;
- d. Failure to maintain separate billing and collection functions or other accounting systems necessary to guard against diversion of funds belonging to the Crow Tribe;
- e. Failure to maintain accurate ownership and lease records;

- f. Failure to provide accurate reports to the Crow Tribe informing it of the correct amounts and sources of its revenue;
- g. Failure to use reasonable prudence and observe the requirements of law with respect to collection, investment, and deposit of trust funds, and to maximize the return on investments within the constraints of law and prudence;
- h. Improperly reporting unpaid irrigation and maintenance fees and water and sewer fees to the Department of the Treasury as the basis for including the Crow Tribe on its Do-Not-Pay list; and
- i. Engaging in self-dealing and benefiting from the mismanagement of trust funds.

18. In letters dated February 2, 2024, April 11, 2025, and May 26, 2025, among other communications, the Crow Tribe requested information and accounting records regarding the above.

19. In an email dated April 17, 2025, BIA acknowledged the April 11 request and stated that the information requested would be provided within 60 days. In a letter dated June 17, 2025, BIA stated that it was updating its timeline to provide a substantive response to the Crow Tribe by July 11, 2025. The Crow Tribe has received no additional communications and no substantive response as of the date of this Complaint.

20. On information and belief, there are other breaches of trust that are presently unknown to the Crow Tribe and that can only be discovered and remedied with the aid of this Court.

## **CAUSES OF ACTION**

### **COUNT ONE**

#### **(Declaratory Judgment and Injunctive Relief)**

21. Plaintiff incorporates the preceding allegations.

22. Pursuant to 28 U.S.C. § 2201, this Court has authority to declare and determine the rights and obligations of the parties in respect to the controversy between them over the matters alleged in the incorporated paragraphs. 28 U.S.C. § 2202 empowers this Court to grant further necessary or proper relief based on the declaratory judgment or decree.

23. The Crow Tribe is entitled to such declaratory, injunctive, and additional relief as necessary and proper to enforce its rights alleged herein.

### **COUNT TWO**

#### **(Mandamus)**

24. Plaintiff incorporates the preceding allegations.

25. Pursuant to 28 U.S.C. § 1361, this Court has jurisdiction to issue writs of mandamus seeking to compel an officer or employee of the United States, or any of its agencies, to perform a duty owed.

26. Defendants owe to the Crow Tribe the duty to ensure compliance with

the fiduciary obligations of the United States to the Crow Tribe.

27. The Crow Tribe is entitled to an order in the nature of a writ of mandamus to compel Defendants to perform such duties.

**COUNT THREE**  
**(5 U.S.C. § 702)**

28. Plaintiff incorporates the preceding allegations.

29. The acts of the United States alleged herein constitute final agency action and the unlawful withholding of action. The Crow Tribe has suffered legal wrongs and is aggrieved and adversely affected thereby.

30. The Crow Tribe is entitled to review thereof under 5 U.S.C. § 702.

WHEREFORE, having fully set forth its claims, the Crow Tribe requests the following relief:

A. For a decree construing the trust obligations of the Defendants to the Crow Tribe, as related to the allegations in this complaint; declaring that Defendants have breached, and are in continuing breach of, their trust obligations; and directing the institution of accounting and other practices in conformity with such obligations;

B. For a decree ordering an accounting and directing the Defendants to act in conformity with such accounting;

C. For a judgment awarding the Crow Tribe reasonable attorney fees, costs, and expenses as allowed by law; and

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

DATED this 14<sup>th</sup> day of October 2025.

RESOLUTE LAW PLLC

/s/ Amanda Beckers Sowden  
Amanda Beckers Sowden

LEISHER & LANDSIEDEL P.C.

/s/ Paul Leisher  
Paul M. Leisher