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7 In pro per

8 **UNITED STATES DISTRICT COURT**
9 **SOUTHERN DISTRICT OF CALIFORNIA**

10 MANUEL CORRALES, JR., a California
11 resident,

12 Plaintiff,

13 vs.

14 UNITED STATES OF AMERICA, II,

15 Defendant.

16 Case No.: '26CV2244 JES BJW

17 **COMPLAINT ON FEDERAL TORT**
18 **CLAIM**

19 **Negligence**

20 **DEMAND FOR JURY TRIAL**

21 Plaintiff alleges as follows:

22 This Complaint relates to the negligent acts of Amy Dutschke of the Bureau of
23 Indian Affairs ("BIA") that occurred in October 2024. Plaintiff's Federal Tort Claim was
24 rejected on December 16, 2025. The District Court's order dismissing the prior
25 complaint did not pertain to this new claim against Dutschke.

26 **INTRODUCTION**

27 1. Plaintiff, an attorney, seeks tort damages against the U.S. federal
28 government for the government's negligence and wrongful conduct in approving a Tribal
Constitution which retroactively nullified Plaintiff's Fee Agreement which caused him to
lose his earned fees for work done for the California Valley Miwok Tribe ("the Miwok
Tribe" or "the Tribe"). The BIA-recognized General Council for the Tribe approved
Plaintiff's Fee Agreement and authorized the Tribal leader, Silvia Burley ("Burley") to
sign it for the Tribe which contained a waiver of sovereign immunity clause for collection
of Plaintiff's fees. Specifically, Plaintiff seeks tort damages against the BIA when in
October 2024, it approved the Tribe's new constitution that contained a provision

1 nullifying Plaintiff's Fee Agreement he entered into in 2007 and 2009 with the Tribe. The
2 BIA representative who approved the Tribe's new constitution knew, from direct
3 correspondence from Plaintiff, that Plaintiff was seeking to collect his past earned fees
4 under the very Fee Agreement the Tribe's new constitution sought to retroactively
5 nullify. The BIA therefore wrongfully ratified that provision and failed or refused to
6 disapprove that provision. In reliance on the General Council's authority and Fee
7 Agreement signed by that Tribal Leader, Plaintiff spent hours of his time and advanced
8 costs to prosecute the interests of the Tribe. Plaintiff agreed to be paid for his fees from
9 a state revenue sharing fund collecting and withholding from the Tribe licensing fees
10 from other tribes operating California casinos in the amount of \$1.1 million annually,
11 which the Tribe through the General Council pledged to Plaintiff for the payment of his
12 hourly fees, to be paid when the funds are later released. In May 2025, those withheld
13 funds had grown to over \$26 million. They were released to the Tribe in May 2025,
14 without paying Plaintiff his earned fees. The BIA approved the retroactive nullification of
15 Plaintiff's Fee Agreement when it (Amy Dutschke) approved the Tribe's new
16 Constitution in October 2024 which contained a provision retroactively nullifying and
17 voiding Plaintiff's Fee Agreement. As a result of the ASIS' negligence, and the BIA
18 representative Amy Dutschke's negligence, Plaintiff's Fee Agreement was retroactively
19 nullified or voided, thereby striping Plaintiff of his earned fees and costs advanced.

20 2. Plaintiff is a former attorney for the Tribe who provided various legal
21 services to the Tribe for almost 13 years, and, after his services were terminated in
22 2020, sought to recover his fees in the San Diego Superior Court under a Hybrid Fee
23 Agreement. The Hybrid Fee Agreement guaranteed payment at an hourly rate, plus a
24 percentage of funds being held for the Tribe with the California Gambling Control
25 Commission ("the Commission") pending resolution of a Tribal leadership and
26 membership dispute.

27 3. Plaintiff entered into a Fee Agreement with the Tribe in 2007. The person
28 who signed the Fee Agreement for the Tribe received authorization from the General
Council which had previously approved the Fee Agreement. The BIA had designated
this person, Silvia Burley ("Burley") as a "person of authority," "authorized
representative" and "spokesperson" within the Tribe. When his services were

1 terminated in 2020, Plaintiff unsuccessfully sought to recover those fees in State Court,
2 which left him without a remedy, and at the mercy of a new Tribal governing body,
3 which drafted a provision in its new Constitution retroactively nullifying Plaintiff's Fee
4 Agreement which the BIA approved and ratified, resulting in Plaintiff losing his right to
5 recover his fees. But for the BIA approving and ratifying the provision in the Tribe's new
6 Constitution in October 2024 retroactively nullifying Plaintiff's Fee Agreement, Plaintiff
7 would not be barred from recovering his fees.

8 4. In a related action before Judge Benjamin Cheeks, Plaintiff is requesting
9 relief under the Administrative Procedures Act ("APA) that the ASI and BIA should be
10 ordered to modify, clarify and correct a 2015 Decision from Assistant Secretary of
11 Interior ("ASI") Kevin Washburn and the BIA's Decision approving and ratifying the
12 provision in the Tribe's Constitution retroactively nullifying Plaintiff's Fee Agreement, to
13 state that the Tribal leader had the authority in 2007 to enter into a Fee Agreement with
14 Plaintiff, and that neither her authority nor the General Council's authority was ever
15 retroactively nullified.

16 5. Here, Plaintiff seeks a tort remedy against the U.S. government for
17 negligence of its employee in causing him to lose his earned attorney's fees. Plaintiff
18 suffered damages in May 2025, when the Commission released to the Tribe its entire
19 \$26 million without paying Plaintiff his earned fees from those funds the Tribe had
20 previously pledged for the payment of his fees, and continues to suffer damages each
21 quarter when the Commission distributes \$275,000 quarterly to the Tribe without paying
22 Plaintiff. He also suffered damages on October 31, 2025, when the State Superior Court
23 granted the Tribe's motion to dismiss Plaintiff's Complaint to recover his fees. The
24 negligent actions of Dutschke in October 2024, were not discretionary functions and
25 were not policy driven, so as to bar Plaintiff's federal tort claims. This FTCA cause of
26 action for negligence accrued on October 2024, when Dutschke wrongfully approved
27 and ratified a provision in the Tribe's Constitution retroactively nullifying Plaintiff's Fee
28 Agreement. Plaintiff has presented his FTCA claims within the prescribed two-year
period of the date his claims accrued in October 2024. 28 U.S.C. § 2401(b). The
federal government rejected Plaintiff's Government Tort Claim on December 16, 2025.

JURISDICTION AND VENUE

1 6. This Court has jurisdiction over this action pursuant to 28 U.S.C. §1331,
2 and 28 U.S.C. § 13456(b) under the Federal Torts Claim Act (“FTCA”). Defendant USA
3 waived its sovereign immunity defense for the claims asserted against it pursuant to 28
4 U.S.C. §1346(b)(1), as herein alleged.

5 7. Plaintiff has exhausted his administrative remedies and is not required to
6 pursue additional administrative remedies before seeking and obtaining judicial relief.

7 8. An actual case and controversy has arisen and now exists between the
8 parties with regard to the federal employees’ negligent acts and omissions, and their
9 duties and obligations to Plaintiff, as herein alleged.

PARTIES

10 9. Plaintiff MANUEL CORRALES, JR., (“Corrales”) is a licensed attorney in
11 the State of California, and is a resident of San Diego County, California. His practice is
12 in San Diego County, California.

13 10. BIA representative Amy Dutschke is a non-party federal employee who
14 was acting in the course and scope of her employment with the United States
15 government, as herein alleged.

16 11. Defendant UNITED STATES OF AMERICA is a public entity capable of
17 suit under the federal Torts Claim Act.

18 12. On October 28, 2024, the Bureau of Indian Affairs (“BIA”) through its
19 Regional Director in Sacramento, California, Amy Dutschke, approved the Constitution
20 of the Miwok Tribe after a Secretarial Election authorized and managed by Amy
21 Dutschke (“Dutschke”). As a result of the Tribe becoming fully organized on October 28,
22 2024, the California Gambling Control Commission (“the Commission”) released to the
23 Tribe in May 2025, \$26 million in Revenue Sharing Trust Fund (“RSTF”) money the
24 Commission had been withholding from the Tribe since 2005. Corrales’ Fee Agreement
25 provides that his fees and costs are to be paid from trust funds once they are released.
26 The Commission refused to set aside Corrales’ claimed fees before releasing them,
27 however. Once they were released to the Tribe, the Tribe refused to pay Corrales,
28 claiming Burley had no authority to sign Corrales’ Fee Agreement and that its new
Constitution approved by Dutschke retroactively nullified Corales’s Fee Agreement.

1 Prior to Dutschke’s approval of the Tribe’s Constitution, Corrales had sent her a letter
2 dated June 24, 2023, informing her that the Miwok Tribe owes him attorney’s fees and
3 costs under a Hybrid Fee Agreement he executed with Silvia Burley in 2007, who was
4 the Tribe’s Chairperson and BIA-recognized “person of authority” within the Tribe.
5 Corrales’ request was to the Department of Interior who referred the matter to Dutschke
6 for handling on behalf of the Secretary of Interior. Corrales requested that the BIA clarify
7 that Burley had the authority to sign Corrales’ Fee Agreement so that he could pursue
8 collection of his fees and costs in the California State Court.

9 13. In response, Dutschke stated that the Department of Interior declines
10 Corrales’ request for a letter in support of his assertion that he is “entitled to attorney’s
11 fees for his work related to the California Valley Miwok Tribe.” (Ex. “56,” letter from
12 Dutschke to Corrales, dated September 27, 2023).

13 14. Accordingly, Dutschke knew that Corrales was claiming the Tribe owed
14 him money for fees and costs under a Fee Agreement he had with the Tribe through
15 Burley, when she approved and ratified the provision in the Tribe’s Constitution
16 retroactively nullifying Corrales’ Fee Agreement.

17 15. On October 28, 2024, Dutschke approved the Miwok Tribe’s proposed
18 constitution after an earlier Secretarial Election. (Ex. “57”). In that Constitution, is a
19 provision stating:

20 “PRIOR ENACTMENTS. Any and all prior enactments, agreements, commitments,
21 or other obligations purportedly made on behalf of the Tribe prior to the effective
22 date of this constitution are null and void, and are ineffective and nonbinding on
23 the tribe, unless such are ratified by the Tribe subsequent to the effective date of
24 this constitution.” (Emphasis added).

25 16. Despite knowing that Corrales was claiming the Tribe owes him payment
26 for work he did for almost 13 years under a Fee Agreement signed by Burley, Dutschke
27 negligently and wrongfully approved the Tribe’s constitution with this provision
28 retroactively nullifying and voiding his Fee Agreement, thereby causing Corrales harm in
collecting his earned fees and costs in excess of \$9 million.

17. Corrales has standing to make this claim because he suffered concrete
injury in fact by Dutschke’s wrongful and negligent actions in approving the Tribe’s

1 constitution which retroactively nullified Corrales' Fee Agreement he had entered into
2 with Burley in 2007. Dutschke could have easily excepted Corrales' Fee Agreement.
3 Indeed, Corrales had presented his Fee Agreement to the Secretary of Interior for
4 approval in 2009, but the Secretary told him that the law had changed regarding
5 Secretary approval of attorney's fee agreements with Indian tribe, and that the
6 Secretarial approval was no longer required.

7 18. The BIA's actions through Dutschke caused Corrales injury and damages,
8 because the General Council in fact had the authority to approve Corrales' Fee
9 Agreement and authorize Burley to sign it. The General Council's authority came from
10 the 1998 Resolution which the BIA approved as the source of the General Council's
11 authority. The Fee Agreement contains an express waiver of sovereign immunity. If
12 Burley had the authority to bind the Tribe with Corrales' Fee Agreement, then the
13 sovereign immunity waiver is binding on the Tribe, including now that it has been finally
14 organized under the Indian Reorganization Act of 1934 ("IRA"). This is based on the
15 allegations set forth herein.

16 **BURLEY HAD THE AUTHORITY TO SIGN CORRALES' FEE AGREEMENT AND**
17 **WAIVE SOVEREIGN IMMUNITY**

18 19. Silvia Burley ("Burley"), the prior Tribal BIA-recognized chairperson and
19 "authorized representative" and "person of authority," had the authority to sign
20 Corrales' hybrid hourly Fee Agreements in 2007, 2008 and 2009, and waive any
21 sovereign immunity claim. The Tribe clearly waived sovereign immunity, because the
22 General Council and Burley had the authority to sign Corrales' Fee Agreement
23 containing an explicit waiver of sovereign immunity for the collection of his fees. Those
24 fee agreements clearly state that the Tribe waived sovereign immunity with respect to
25 the collection of Corrales' fees and the enforcement of those agreements.¹

26 ¹ Plaintiffs Fee Agreement (Ex. "8") was a hybrid hourly fee agreement, plus 20% of the Tribe's Revenue
27 Sharing Trust Fund ("RSTF") money the commission was withholding from the Tribe pending resolution of
28 the Tribal leadership dispute. Plaintiff was guaranteed payment at \$250 per hour, whether he prevailed or
not on his work for the Tribe. When Plaintiff was discharged, after almost 13 years of work for the Tribe,
he sent Burley an invoice for payment. His ninety-two page invoice calculated his fees to be \$5.8 million
based on over 23,387 hours of work. Subsequent amendments to the Fee Agreement provided that
Plaintiff's fees would be paid one the Commission released the Tribe's RSTF money. That occurred in
May 2025, but the Tribe, under new government leadership, refuses to pay Plaintiff's fees. While the
Plaintiffs Fee Agreement expressly waives any sovereign immunity defense for the collection of Plaintiff's
fees, the Tribe seeks to get around this waiver by arguing Burley lacked the authority to bind the Tribe to

20. The original 2007 Fee Agreement contains the following provision waiving sovereign immunity:

11. **Limited Waiver of Sovereign Immunity:** The Client hereby waives any defense of Sovereign Immunity against Attorney in connection with this Agreement, including the enforcement of any of its terms and conditions.

The 2008 and the 2009 amended Fee Agreements contain the following identical provisions waiving sovereign immunity as well:

3. **Limited Waiver of Sovereign Immunity:** Client agrees to a limited waiver of any defense of sovereign immunity in connection with this Amended Agreement and the original fee agreement, including a limited waiver of sovereign immunity against Attorney for enforcement of this Amended Agreement and the original fee agreement, the collection of attorney’s fees and costs owed under these agreements, and the enforcement of any terms and conditions under these agreements. This limited waiver of sovereign immunity shall apply to any dispute with respect to payment of fees and costs associated with either the RSTF litigation or the P.L. 93-638 litigation.

21. While it is true that Indian tribes enjoy sovereign immunity from suit, tribal sovereign immunity is subject to a “clear and unequivocal waiver by the tribe,” including by contract. The above-quoted provisions show “**clear and unequivocal waiver**” of sovereign immunity with respect to a suit to collect Corrales’ earned fees for work done for the Tribe under the Fee Agreement and subsequent amendments. Notably, the Fee Agreement and subsequent amendments were not made with the so-called “Burley Faction,” but instead were made with the Miwok Tribe. If the Bureau of Indian Affairs (“BIA”) recognized Burley as having authority to act for the Miwok Tribe when she signed the fee agreements, and specifically the authority to contract with lawyers for the Tribe, then the Tribe has no sovereign immunity defense in this case to bar Corrales from collecting his earned fees.

22. The evidence shows that Burley’s authority to hire Corrales, a non-Tribal member, to represent the Tribe in litigation stemmed from the General Council Tribal Body that was established under the BIA personally created and the BIA-recognized 1998 Resolution, i.e. Resolution #GC-98-01. **The facts show that several BIA**

that Fee Agreement. However, the evidence shows that Burley had BIA-recognized authority to hire lawyers for the Tribe at the time she signed the Fee Agreement.

1 **representatives met with Dixie and Burley in 1998, and drafted the 1998**
 2 **Resolution and General Council Tribal Body documents for Dixie and Burley to**
 3 **sign, making these documents BIA generated and recognized.** At the time the BIA
 4 drafted the 1998 Resolution and arranged to have Yakima Dixie (“Dixie”) sign it, Dixie
 5 was the sole adult member of the unorganized Tribe² residing on the rancheria, then
 6 called the Sheep Ranch Rancheria, and BIA policy at that time was that only the adult
 7 Tribal members physically residing on the 0.92 acre rancheria, set aside by the BIA in
 8 1916, could act for the Tribe at the exclusion of other members living off the rancheria.
 9 Dixie fit that criteria, and, in accordance with BIA policy, he alone had the authority to
 10 enroll Burley and her family and then sign the BIA drafted 1998 Resolution which in
 11 turn established the Tribal Body known as the General Council whose function was to
 12 “manage the process of [organizing] the Tribe” under the Indian Reorganization Act of
 13 1934 (“the IRA”). The 1998 Resolution clearly stated that the General Council Tribal
 14 Body had the authority to hire lawyers, and **the BIA confirmed that** to Dixie in
 15 correspondence during the creation of the 1998 Resolution. (Ex. “21”).

16 23. Burley had the authority through the **General Council Tribal Body to hire**
 17 **lawyers**, because the 1998 Resolution permitted it.³

18 **HISTORICAL FACTS SHOWING BIA AUTHORITY POLICY TOWARD THE TRIBE**

19 24. The material facts are set forth in the following timeline showing BIA
 20 policy in recognizing who had the authority to act for the Tribe while it was unorganized
 21 and without a formal governing structure. Since 1935, BIA policy was that whatever
 22 member of this unorganized Tribe resided on the 0.92-acre rancheria that person had
 23 the authority to act for the Tribe at the exclusion of other members who lived off of the

24 ² The phrase “unorganized tribe” means that an Indian tribe “lacks any formal government structure or
 25 governing document,” and consists of “a loosely knit community of Indians” in a particular community. It
 26 does not mean the Tribe does not exist or is not recognized by the BIA. This was the state of affairs of the
 27 Tribe here when the BIA got Dixie and Burley together to establish a Tribal Body under the 1998
 28 Resolution, known as the General Council, “to manage the process of organizing the Tribe.” (see Ex.
 “13,” Declaration of Brian Golding, Sr., para 7-8, dated April 29 2004). Notably, this was the distinction
 made by ASI Kevin Washburn in his 2015 Decision resolving the 15 year-long Tribal leadership and
 membership dispute. (Ex. “26”).

³ Thus, Burley had authority under the General Council Tribal Body established by the 1998 Resolution to
hire lawyers for the Tribe from 2000 through December 30, 2015, the date of the ASI Washburn
 Decision. She had this authority both as “chairperson” and later as a “person of authority” for the Tribe.

1 rancheria⁴. That BIA policy was reaffirmed in 1998 when the BIA recognized Yakima
 2 Dixie’s act of enrolling Burley and her family in August 1998, since Dixie was the only
 3 member residing on the rancheria. That policy shifted in November 1998 when the BIA
 4 arranged to have Dixie and Burley sign the 1998 Resolution and the Tribal Council
 5 Tribal Body which was to be used to manage the process of formally organizing the
 6 Tribe under the IRA. From that point on, the BIA recognized the leader of the General
 7 Council Tribal Body as having sole authority to act for the Tribe until the Tribe gets a
 8 formal governing structure.⁵ **That BIA-recognized authority included hiring
 lawyers.**

DATE	EVENT
August 13, 1915	BIA agent John Terrell identifies 12 persons as Sheep Ranch Indians, in the town of Sheepranch, Calaveras County, California, including Jeff Davis. They are a scattered Tribe with no formal governing structure. [Ex. “46”]
1916	BIA agent John Terrell buys 0.92 acres for Sheepranch Indians called the Sheep Ranch rancheria. [Ex. “27,” 2015 Washburn Decision, page 2]
June 6, 1935	Jeff Davis, one of the original 12 Sheepranch Indians, votes for Tribe to be organized with a governing body under IRA. The Tribe never organizes. [“28,” “29,” “30, and “31”] and [Ex. “27,” 2015 Washburn Decision, page 2]
1957	Mabel Dixie and her family move into the Sheepranch rancheria. [Ex. “34”]
February 9, 1966	Mabel Dixie, Yakima’s mother, votes for termination of the Tribe and for rancheria to be deeded to her. [Ex. “35”]
February 3, 1966	The BIA rejects the request of Lena Hodge Sheldon, one of the original 12 band of Sheep Ranch Indian counted in the 1915 census, to participate in the termination of the Tribe, <u>because she did not live on the rancheria</u> . [Ex. “36”]
August 6, 1998	Under BIA recommendation, Yakima Dixie enrolls Silvia Burley and her family into the Tribe. [Ex. “47”]

24
 25 ⁴ See Mishewal Wappo Tribe of Alexander Valley v. Jewell (M.D. Cal. 2015) 84 F. Supp. 3d 980, fn 12
 26 (citing prior 25 U.S.C. §476 (1934) (amended 1988) (authorizing either adult member of a tribal or “adult
 Indians residing on such reservation” to vote for tribal organization, and prior 25 U.S.C. §479 (defining
 “Tribe” to include “the Indians residing on one reservation”).

27 ⁵ During the time that Burley functioned as the BIA-recognized chairperson and later “person of authority”
 28 for the Tribe, Burley entered into federal contracts with the BIA and received federal grants, Burley
 received California State RSTF money from the California Gambling Control Commission, and Burley
 hired lawyers other than Corrales. (Ex. “17” and “52,” “53”).

<p>1 2 3 4 5</p> <p>September 24, 1998</p>	<p>Dale Risling, Sr., of the BIA, writes a letter to Dixie confirming a meeting he had with Dixie, Burley and other BIA representatives on September 8, 1998. The purpose of the meeting was to discuss the process of formally organizing the Tribe. BIA Risling enclosed a draft Resolution #GC-98-01 which he prepared for Dixie and Burley to sign. BIA Risling also enclosed a draft resolution he prepared (Resolution #GC-98-02) to apply for federal grant funding which could be used “to cover costs for,” among other things, “legal assistance.” [Ex. “21”]</p>
<p>6 7 8 9</p> <p>November 5, 1998</p>	<p>Under BIA oversight and recognition, Dixie and Burley establish a Tribal body under Resolution #CG-98-01 to manage the organization of the Tribe under the IRA as voted on by Jeff Davis in 1935. The Tribal Body had the authority to hire lawyers. The 1998 Resolution establishing the General Council authorized the General Council to employ attorneys. [Ex. “1” and “47”]</p>
<p>10 11</p> <p>April 21, 1999</p>	<p>Dixie resigns as Tribal Chairman and Burley becomes the new Chairperson of the Tribe. Dixie also gives Burley the authority as his delegate to act for the Tribe. [Ex. “2”]</p>
<p>12 13</p> <p>July 12 and 26, 2000</p>	<p>The BIA recognizes Burley as the Chairperson of the Tribe. [Ex. “22” and “25”]</p>
<p>14 15</p> <p>June 7, 2001</p>	<p>The BIA accepts a resolution enacted by the General Council to change the name of the Tribe to the California Valley Miwok Tribe and placed the new name change in the FEDERAL REGISTER. [Ex. “26”]</p>
<p>16</p> <p>November 24, 2003</p>	<p>The BIA again recognizes Burley as the Chairperson of the Tribe. [Ex. “23”]</p>
<p>17 18 19</p> <p>March 20, 2004, and May 20, 2004</p>	<p>The BIA starts recognizing Burley as a “person of authority” within the Tribe and “the authorized representative of the California Valley Miwok Tribe,” only because the Tribe had not achieved formal organization. [Ex. “12” and [Ex. “3”]</p>
<p>20</p> <p>February 11, 2005</p>	<p>The BIA continues to recognize Burley as a “person of authority” within the Tribe while it remained unorganized. [Ex.”14”]</p>
<p>21 22</p> <p>September 21, 2005</p>	<p>Even though the BIA suspended 638 federal contract funding with the Tribe through Burley, the BIA states that Burley is still a “person of authority” within the Tribe. [Ex. “15”]</p>
<p>23 24</p> <p>January 29, 2007</p>	<p>The BIA resumes 638 contract funding with the Tribe through Burley, so that Burley, as a “person of authority,” could have the funds to complete the IRA organizational process. [Ex. “16”]</p>
<p>25 26</p> <p>November 16, 2007</p>	<p>The BIA enters into another 638 federal contract with the Tribe through Burley for Fiscal Year 2007 (October 1, 2007, through September 30, 2008). [Ex. “17”]</p>
<p>27 28</p> <p>December 13, 2007</p>	<p>Burley signs a hybrid Fee Agreement with Corrales for an hourly rate and a contingency fee. The Fee Agreement contained a limited waiver of sovereign immunity provision. Burley obtained</p>

	approval from the General Council to sign Corrales’ Fee Agreement. [Ex. “8”]
November 14, 2008	Burley and Corrales signed another amendment to the hybrid fee agreement for an hourly rate and a contingency fee. The Fee Agreement contained a limited waiver of sovereign immunity. [Ex. “52”] Burley obtained approval from the General Council to sign Corrales’ Fee Agreement. [Ex. “8”]
March 10, 2009	Burley and Corrales sign another amendment to the hybrid Fee Agreement for an hourly rate and a contingency fee. The Amended Fee Agreement contained a limited waiver of sovereign immunity provision. Burley obtained approval from the General Council to sign Corrales’ Fee Agreement. [Ex. “8”]
August 31, 2011	ASI Larry Echo Hawk rendered a final agency decision stating that: (1) the General Council established under the 1998 Resolution was the Tribe’s governing body ; (2) the Tribe’s membership comprised of five members; and (3) the BIA could not force the Tribe to organize under the IRA. [Ex. “49”]
December 13, 2013	U.S. District Court, grants Dixie’s summary judgment motion challenging ASI Echo Hawk’s Decision. It concluded that ASI Echo Hawk unreasonably assumed the General Council constituted the government body of the Tribe and that the Tribe was limited to five persons. [CVMT v. Jewell (D.C.C. 2013) 5 F.Supp.3d 86]
December 30, 2015	On reconsideration, ASI Kevin Washburn concluded that ASI Echo Hawk’s Decision that the Tribal Body known as the General Council established under the 1998 Resolution <u>constituted the Tribe’s governing body</u> was erroneous . He stated that Burley could not use the General Council Tribal Body as the Tribe’ governing body, because the General Council was only established to manage the process of organizing the Tribe under the IRA, as voted on by Jeff Davis in 1935. [Ex. “27”]. He then retroactively nullified and unrecognitioned the General Council’s authority to act for the Tribe.

25. The authority to act for the Miwok Tribe was dictated by the BIA for over 100 years since it purchased the small one-acre plot of land for the Tribe in 1916 and called it the Sheepranch Rancheria. BIA policy throughout the years was that whoever resided on the one-acre rancheria had the exclusive authority to act for the Tribe. This was because the Tribe had always been an “unorganized” Indian tribe, meaning that it had no formal Constitution or governing document to manage its affairs.⁶

⁶ As described in Cohen’s Handbook of Federal Indian Law, §5.02[3], page 269-270, 2024 ed., “Written constitutions did not become widespread among Indian nations until Congress enacted the Indian Reorganization Act of 1934 (“IRA”), which sponsored and encouraged adoption of tribal constitutions, subject to approval by the Secretary of the Interior. “No federal law, including the IRA itself, requires tribes to adopt any particular kind of constitution. The

1 But the fact that the Miwok Tribe did not have a written constitution did not mean that it
2 did not exist as a tribe or that it could not function and operate as a tribe. (See Ex. “13,”
3 Golding Decl., para 7, stating that the fact that the Tribe “was unorganized, lacked any
4 formal government structure or governing documents, and consisted of a loosely knit
5 community of Indians ... did not mean that it did not exist ... or, in any way, was
ineligible for services or recognition from the federal government as a tribe).

6 26. Consistent with its policy, in 1935, after the IRA was enacted, the BIA
7 recognized Jeff Davis as the lone resident of the rancheria who had the exclusive
8 authority to act on behalf of the other tribal members not residing on the rancheria to
9 vote for an IRA governing body. (Ex. “27”). However, despite his vote, the Tribe never
10 went through the process of setting up a governing body under the IRA until 1998 when
11 the BIA introduced Burley to Dixie.

12 27. In 1966, when the federal government was terminating tribes under a
13 policy to help them assimilate into the Anglo-American population,⁷ the BIA approached
14 Dixie’s mother, Mabel Dixie about voting for termination. Because she was the lone
15 member living on the rancheria at the time, the BIA recognized her as having the
16 exclusive authority to vote for termination, which she did. (Ex. “55” Letter dated
17 February 3, 1966, from the BIA to Shelton [one of the original 12 Band members who
18 lived next door to Dixie but who the BIA denied the right to vote for termination because
19 she did not live on the rancheria]). However, due to administrative mismanagement, the
Tribe was never terminated. (Ex. “26,” Washburn Decision, page 3).

20 28. Accordingly, when Dixie enrolled Burley and her family in 1998 under BIA
21 oversight and direction, he did so in accordance with BIA policy that recognized him as
22 the lone resident of the rancheria who had the exclusive authority to act for the Tribe.
23 When the General Council was set up, Dixie was the first Chairman. (Ex. “2,” Dixie’s
24 Note to Burley). After Dixie resigned in 1999, Burley took over as the Tribal
25 Chairperson and the BIA’s policy shifted in recognizing her as the Tribe’s authorized
26 representative with the title of “Chairperson” over the General Council. The Tribal

27 decision whether to have an IRA constitution, or any written constitution at all, is a matter of tribal sovereignty and
28 tribal initiative.”

⁷ Cohen’s Handbook of Federal Indian Law, §2,10[1], pages 111-113, 2024 ed.

1 leadership dispute arose when Dixie changed his mind about resigning and claimed he
2 never resigned. However, despite Dixie’s challenge to Burley’s authority, the BIA
3 consistently recognized Burley and the General Council under which she operated as
4 the exclusive person of authority and exclusive Tribal “body” to represent the Tribe. (Ex.
5 “12, 13, 14 and 15”).⁸ The BIA never recognized Dixie or the Tribal faction he set up
6 using the same name as the Miwok Tribe.⁹

7 29. In addition to hiring lawyers for the Tribe, the 1998 Resolution authorized
8 the General Council to pledge the Tribe’s RSTF money on deposit with a bank set up by
9 the Commission pursuant to its “all other inherent rights and powers” clause. (Ex. “1”).

10 **THE GENERAL COUNCIL WAS THE TEMPORARY “TRIBAL BODY” TO**
11 **MANAGE THE PROCESS OF ORGANIZING THE TRIBE UNDER THE IRA AND IT**
12 **HAD THE AUTHORITY TO HIRE LAWYERS AND PLEDGE THE TRIBE’S RSTF**
13 **MONEY TO PAY LEGAL FEES**

14 30. Burley was not a rogue Tribal leader. She acted through the General
15 Council established under the 1998 Resolution. While the General Council was not to
16 be the actual governing body it was tasked to set up under the IRA, it was in a sense a
17 temporary “governing” body for that purpose. For example, the 1998 Resolution stated:

18 **RESOLVED, That Yakima Dixie, Silvia Fawn Burley, and Rashel Kawehilani Reznor, as a**
19 **majority of the adult members of the Tribe, hereby establishes a General Council to serve as the**
20 **governing body of the Tribe;**

21 ⁸ In his 2015 Decision, ASI Washburn confirmed the authority of 1998 Resolution to establish a “**tribal**
22 **body**” which was to be known as the General Council, and which was to be set up to “manage the
23 process of reorganizing the Tribe.” (Ex. “26,” Washburn Decision, page 5). Washburn did not
24 “unrecognize” the General Council, however. He simply stated that it was not the Tribe’s actual
25 **governing** body that was supposed to be set up under the IRA with the involvement of the “whole tribal
26 community,” not just Dixie, Burley and her family. He left intact the powers vested in the General Council
27 which would include the power to hire lawyers. As a result, all actions taken by the General Council
28 under Burley’s leadership, prior to the 2015 Washburn Decision, were impliedly ratified.

29 ⁹ In fact, on April 25, 2004, Brian Golding, Sr., of the BIA signed a declaration filed in federal court stating
30 that Burley was the “authorized representative” of the Miwok Tribe “with whom government-to-
31 government business is conducted.” And since “the BIA does not view the Tribe to be an organized tribe
32 ..., [it] therefore declines to recognize Ms. Burley as a ‘tribal chairperson’ in the traditional sense as one
33 who exercises authority over an organized Indian tribe.” (Golding Decl., Ex. “13” to Corrales Decl., para
34 9).

1 31. Because the 1998 Resolution established the General Council as the
2 governing body of the Tribe where to just manage the process of reorganizing the Tribe
3 under the IRA per Jeff Davis' 1935 vote, it was still a governing body of the Tribe.
4 Subsequent correspondence from the BIA reaffirmed that the General Council
5 functioned as a Tribal governing body. For example, on July 12, 2000, Dale Risling, Sr.,
6 of the BIA and the person who actually drafted the 1998 Resolution, wrote a
7 "recognition letter" to Burley stating:

8 "The Bureau of Indian Affairs, Central California Agency, recognizes the
9 following individual members of the Tribal Council, governing body, of the
10 Sheep Ranch Rancheria of Me-Wuk Indians: (1) Silvia F. Burley,
11 Chairperson; (2) Vacant, Vice-Chairperson; (3) Rashel K. Reznor,
12 Secretary/Treasurer."

13 (Ex. "21"). The Sheep Ranch Rancheria of Me-Wuk Indians was the name of the Tribe
14 before it was changed to the California Valley Miwok Tribe.

15 32. On July 26, 2000, Mr. Risling again sent a letter to ASI Kevin Gover at the
16 Department of Interior stating:

17 "The purpose of this correspondence is to introduce Silvia Burley,
18 Chairperson of the Sheep Ranch Rancheria of Me-Wuk Indians of
19 California, and to confirm that Ms. Burley is an elected official of a
20 federally recognized Tribe."

21 (Ex. "24")

22 33. On November 24, 2003, Mr. Risling wrote a "To Whom It May Concern"
23 letter stating:

24 "As of this date, the Bureau of Indian Affairs maintains a government to
25 government relationship with the California Band of Miwok Indians through
26 the tribal council chaired by Ms. Silvia Burley."

27 (Ex. "22")

28 34. On July 7, 2001, Sharon Blackwell of the Department of Interior, Indian
Affairs, wrote to Burley, accepting the General Council's resolution to change the name
of the Tribe to the California Valley Miwok Tribe. She acknowledged that the Tribe was
a "small tribe" that "does not have a constitution" but yet "conducts business through
resolution," and that the resolution submitted was "sufficient to effect the Tribal name
change." (Ex. "25").

35. Accordingly, the General Council established under the 1998 Resolution
was recognized by the BIA as having power and authority to act for the Tribe as a

1 governing body and maintained a government-to-government relationship with the BIA.
2 That recognition did not change when the BIA began recognizing Burley as a “person of
3 authority” or “authorized representative” for the Tribe in 2004. The BIA never changed
4 its recognition of the General Council or unrecognized it until the 2015 Washburn
5 Decision. It had the authority to hire lawyers for the Tribe and to pledge the Tribe’s
6 RSTF money withheld for future distribution to pay lawyer fees.

7 **THE BIA NEVER WITHDREW BURLEY’S AUTHORITY OR THE AUTHORITY**
8 **OF THE GENERAL COUNCIL TO ACT FOR THE TRIBE**

9 36. When the BIA told Burley in 2004 that it was no longer going to recognize
10 her as a Tribal Chairperson, but only as a “person of authority,” the BIA did not withdraw
11 her authority to act for the Tribe. As a result, her signing Corrales’ 2007 Fee Agreement
12 was authorized, because the General Council previously approved the Fee Agreement
13 and authorized Burley to sign it for the Tribe.

14 37. The BIA explained to Burley on March 24, 2004, that it decided to start
15 referring to her as a person of authority instead of the “Chairperson” of the Tribe only
16 because the Tribe had not reached the stage of being organized under the IRA, and
17 because of that the title of “Chairperson” belonged to one who was a leader of an
18 “organized” tribe, i.e., in a traditional sense with a formal Tribal Constitution. It stated:

19 “The BIA has a responsibility to develop and maintain a government-to-
20 government relationship with each [tribe within its jurisdiction]. This relationship
21 includes, among other things, the responsibility of working with the person or
22 persons from each tribe who either are rightfully elected to a position of authority
23 within the tribe or who otherwise occupy a position of authority within an
24 unorganized tribe. To that end, the **BIA has recognized you as a person of**
25 **authority** within the California Valley Miwok Tribe. However, the BIA does not
26 yet view **your tribe** to be an “organized” Indian Tribe ... (Let me emphasize that
27 being an organized vis-à-vis unorganized tribe ordinarily will not impact either
28 **your tribe’s** day to day operations but could impact **your tribe’s** continued
eligibility for certain grants and services from the United States).” (Emphasis
added).

(March 26, 2004, letter from Dale Risling at the BIA to Burley, Ex. “12”). What is
significant here is that the BIA referred to the Miwok Tribe as **Burley’s Tribe** three
times. What is further significant is that letter does not mention any change in the

1 recognition of the General Council. The only change was recognizing Burley as a
2 “person of authority” for the Tribe instead of “Chairperson”, but she still operated under
3 the General Council, and the source of her authority to act for the Tribe remained with
4 the General Council. The General Council approved Corrales’ Fee Agreement and
5 authorized Burley to sign it. Under federal law, that authority extended to waiver of
6 sovereign immunity contained in the Fee Agreement. Smith v. Hopland Band of Pomo
7 Indians (2002) 95 CA4th 1, 10; Warburton/Buttner v. Superior court (4th Dist., Div. One,
8 2002) 103 CA4th 1170, 1187 (citing Smith, supra). The letter dated February 11, 2005,
9 from Michael Olson, did not operate to withdraw or unrecognize Burley’s authority. She
10 still operated under the General Council. It simply reaffirmed the March 26, 2004, letter,
11 but never stated that Burley’s authority or the General Council’s authority to act for the
12 Tribe had been withdrawn. (Ex. “14”). It reads:

12 Your appeal of the BIA’s recognition of Ms. Burley as tribal Chairman has been rendered
13 moot by the BIA’s decision of March 26, 2004, a copy of which is enclosed, rejecting the Tribe’s
14 proposed constitution. In that letter, the BIA made clear that the Federal government did not
15 recognize Ms. Burley as the tribal Chairman. Rather, the BIA would recognize her as “a person
16 of authority within California Valley Miwok Tribe.” Until such time as the Tribe has organized,
17 the Federal government can recognize no one, including yourself, as the tribal Chairman.

18 38. As can be seen, ASI Olsen was referring to the title of “Tribal Chairman” in
19 the same context that was stated in the March 26, 2004, letter described. He did not
20 state that Burley’s authority was withdrawn.¹⁰ Moreover, whether Burley was recognized
21 as the Tribal Chairperson or the authorized representative of the Tribe is irrelevant. The
22 determining issue is whether the General Council had the authority to approve Corrales’
23 Fee Agreement and authorize Burley to sign it. It had that authority, and neither Olsen’s
24 letter nor any other letter or decision from the BIA withdraw or unrecognize the
25 authority of the General Council or the 1998 Resolution from which it was established,
26 until ASI Washburn’s 2015 Decision.

27 **THE PRIOR TRIBAL LEADERSHIP DISPUTE DID NOT “FORECLOSE” BURLEY’S**
28 **ABILITY TO ACT FOR THE TRIBE THROUGH THE GENERAL COUNCIL**

¹⁰ In addition, in September 21, 2005, the BIA stated in a court declaration that the suspension of 638 contract finding for the Tribe when Burley was designated as the Tribe’s “person of authority” did not mean she was no longer a person of authority. (Ex. “15”). Also, the BIA sent Burley a letter on January 29, 2007, recognizing her as a “person of authority.” (Ex. “16”). It couldn’t have said that if her authority was previously withdrawn in 2005.

1 39. The Tribal leadership dispute that existed in 2007 when the Fee
2 Agreement was signed did not foreclose Burley's ability to act on behalf of the Tribe as
3 a whole, especially since she always acted through the General Council. The 1998
4 Resolution provided that the General Council was to exist until the Tribe achieved
5 formal organization under the IRA. (Ex. "1"). But the nature of the Tribal leadership
6 dispute had no effect on the General Council's ability to conduct day-to-day operations
7 and have a government-to-government relationship with the BIA.

8 40. The prior dispute between Burley and Dixie was both a Tribal leadership
9 and Tribal membership dispute. It started out in 1999 with Dixie simply stating that he
10 never resigned from the General Council that was set up under the BIA-recognized
11 1998 Resolution. (Ex. "2").¹¹ He was claiming that he was still the Chairman of the Tribe,
12 not Burley. So, at that time (1999) the dispute was solely focused on Dixie's disputed
13 resignation as Chairman of the Tribe. It later shifted to Burley contending that the
14 General Council over which she presided as Chairperson was the actual governing
15 body of the Tribe without the need to "reorganize" under the IRA despite Jeff Davis'
16 1935 vote.¹² Burley also claimed that the enrolled "members" of the Tribe were limited to
17 Dixie (who at that time had left to form his own faction), and her family (i.e., 5 people)
18 which Dixie had enrolled and which the BIA had accepted in 1998. This dispute was
19 capsulated in ASI Larry Echo Hawk's Decision on August 31, 2011, wherein he sided
20 with Burley and concluded that the Tribe was limited to the "five (5) acknowledged
21 citizens" (Dixie and Burley's enrolled family), and that the General Council as
22 established by the 1998 Resolution was the actual governing body of the Tribe without
23 the need to reorganize under the IRA. (Ex. "48," ASI Echo Hawk Decision, page 8).
24 ASI Echo Hawk further stated that the Tribe under Burley's leadership was not required

23 ¹¹ In his handwritten note to Burley, which stands uncontested, Dixie states that although he disputes he
24 ever resigned as Tribal Chairman, he still "[gave] Silvia Burley the right to act as a delegate to
25 represent the Sheepranch Indian Rancheria (the former name of the Miwok Tribe before the General
26 Council under Burley's leadership changed it in 2000). Dixie never rescinded this note of authority he
27 gave Burley, and numerous cases have made reference to it in their respective court opinions. Thus,
28 Burley had authority both under the General Council and under Dixie's express authority to enter into
Corrales' Fee Agreement.

¹² This was prompted when the IRA was amended in 2004 that provided that Indian tribes were not
required to organize under the IRA if they chose not to do so. (Ex. "48," ASI Echo Hawk Decision, August
31, 2011, page 5).

1 to reorganize its governing body under the IRA if it chose not to, based upon his
2 understanding of the law and the 2004 amendment to the IRA stating so. (Id. page 6-7).
3 In 2015, ASI Washburn reversed and ruled that the General Council was never meant
4 to be anything other than a temporary “Tribal body” set up by the 1998 Resolution to
5 “manage the process or reorganizing the Tribe” under the IRA as voted on by Jeff Davis
6 in 1935. It was not set up to be the actual governing body of the Tribe.¹³ However, this
7 did not mean that prior to the 2015 Washburn Decision the General Council did not
8 have the powers enumerated in the 1998 resolution, including the power to hire lawyers
9 for any purpose.

10 41. Accordingly, the prior Tribal and membership dispute had nothing to do
11 with the General Council’s authority to act for the Tribe as an interim Tribal body set up
12 to manage the process of reorganizing the Tribe under the IRA, with related powers that
13 included the power to hire lawyers. The General Council continued to have authority
14 given to it by the 1998 Resolution to operate on behalf of the Tribe during its existence,
15 even during this ongoing dispute.¹⁴ The BIA’s decision to suspend 638 federal contract
16 funding to the Tribe through Burley and the General Council did not, according to the
17 BIA, vitiate or nullify Burley’s authority or the authority of the General Council. (Ex. “15,”
18 Decl. of Whipple stating that Burley’s status as “person of authority” continued despite
19 suspension of 638 federal contract funds).

20 42. As a result, the Tribal leadership and membership dispute did not
21 foreclose Burley’s ability to act on behalf of the Tribe as a whole through the General
22 Council, especially with respect to the General Council approving Corrales’ Fee
23 Agreement and authorizing Burley to sign it for the Tribe.

24 **THE 1998 RESOLUTION DID NOT LIMIT THE SCOPE OF EMPLOYING LAWYERS,**
25 **INCLUDING CORRALES**

26 43. Neither did the 1998 Resolution limit the scope of employing legal counsel
27 to “assisting in the development in the Tribe’s Constitution” and “policies and
28 _____

¹³ Later, on May 31, 2022, Burley was included as a member eligible to participate in the IRA organization of the Tribe by ASI Bryan Newman who corrected Washburn’s 2015 Decision. (Ex. “59” to Corrales Decl. in Support of new Trial Motion).]

¹⁴ The 1998 Resolution provided that the General Council was to exist until the Tribe became organized under the IRA, “unless [the 1998 Resolution] is rescinded through subsequent resolution of the General Council.” The General Council never rescinded the 1998 Resolution.

1 procedures,” so as to prevent Corrales’ retention for litigation of the issues related to the
2 Tribe’s RSTF money from the Commission and 638 federal contract funding issues with
3 the BIA. The language of the 1998 Resolution contains language that was broadly
4 drafted to permit retention of lawyer for any purpose.

5 44. For example, Section (e) of the 1998 Resolution provides that the General
6 Council shall have the following powers:

7 * * *

8 (e) **To employ legal counsel for the purpose of assisting in** the
9 development of the Constitution and **the policies and procedures specified in**
10 **(d)** above ...” (Emphasis added).

11 (Ex. “1”) **Subsection (d)** provides that the General Council shall have the power:

12 “To develop and adopt policies and procedures regarding ... **financial**
13 **management, procurement** ... and such other policies and procedures
14 necessary to comply with all laws ... and policies related to **funding received**
15 **from** such agreements [with **the BIA**].” (Emphasis added).

16 (Id.). The term “financial management” would include RSTF money the Tribe is to
17 receive from the Commission and its 638 federal contract funding from the BIA. The
18 word “procurement” means the action of obtaining or procuring something, such as
19 financial assistance. (The New Oxford American Dictionary, 2nd ed., 2005, page 1352).
20 The Tribe’s efforts to obtained RSTF money from the Commission and its efforts to
21 resume 638 federal contract funding from the BIA through litigation would be included in
22 this definition. In addition, the 1998 Resolution contained an “all other inherent rights
23 and powers” clause which, as applied, encompassed the retention of Corrales for matter
24 related to obtaining the release of the Tribe’s RSTF money and other matters.
25 Moreover, at the time the 1998 Resolution was signed in November 1998, the State
26 Compacts did not exist. They came into existence in September 1999, and when they
27 did, the “all other inherent rights and power clause” could be applied to retain counsel to
28 enforce those compacts in the event the Commission suspended RSTF payments,
which they eventually did in August 2005.

45. Accordingly, Corrales’ retention under his Fee Agreement is reasonably
within the scope of the powers given to the General Council under the 1998 Resolution.

THE 1998 RESOLUTION AUTHORIZED THE “WAIVER” OF SOVEREIGN IMMUNITY

1 46. Because the 1998 Resolution, which was drafted and recognized by the
2 BIA, granted the General Council power and authority to hire lawyers, the General
3 Council had the BIA recognized and approved authority to hire lawyers, including
4 Corrales in 2007. Thus, under federal law – not Tribal law – the approval of Corrales’
5 Fee Agreement, by the General Council and the General Council act of authorizing
6 Burley to sign it, extended to the waiver of sovereign immunity contained in the Fee
7 Agreement.

8 47. Under Federal Law, **where the General Council of an Indian tribe**
9 **authorizes one of its Tribal Officials to execute a contract that contains a limited**
10 **sovereign immunity waiver, it is assumed that that authority extends to waiving**
11 **sovereign immunity as contained in the agreement.** Warburton v. Superior Court
12 (2002) 103 CA4th, 1170, 1186-1187 (citing Smith v. Hopland Band of Pomo Indians
13 (2002) 95 CA 4th.1.

14 48. Accordingly, the Tribe here waived sovereign immunity based on the clear
15 waiver contained on Corrales’ Fee Agreement. The General Council approved
16 Corrales’ Fee Agreement containing a sovereign immunity waiver and authorized Burley
17 to sign it and therefore that authority extended to the waiver of sovereign immunity
18 contained in the Fee Agreement. The Resolution authorizing Burley to execute Corrales’
19 Fee Agreement provides:

20 “Council Member A. Paulk motioned to approve and authorize Silvia Burley,
21 Chairperson of the California Valley Miwok Tribe, to hire Manuel Corrales, Jr., as
22 a legal consultant, and approve Mr. Corrales Jr.’s Independent Consulting
23 Contract. Motion seconded by Council Member R. Reznor and carried by a
24 unanimous vote.” (Emphasis added).

25 (Ex. “55”.); (Ex. “4,” Burley Deposition, pages 1023-104 [General Council authorized
26 Burley to sign Corrales’ Fee Agreement]).

27 49. The General Council had authority to act for the Tribe in the first instance,
28 based upon the powers it received from the 1998 Resolution, sovereign immunity was
waived.

THE BIA’S WRONGFUL ACTIONS ARE NOT BARRED BY THE INTERFERENCE WITH CONTRACT RIGHTS EXCEPTION OF THE FTCA

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50. Plaintiff does not plead an interference contract claim in the complaint. The BIA’s wrongful actions, as herein alleged, were not directly related to Corrales’ Fee Agreement. The BIA (Dutschke) wrongfully and negligently approved and ratified the Tribe’s Constitution in October 2024 which contained a provision allowing the Tribe to retroactively nullify and void Corrales’ contract, and thus bar him from recovering his fees. The BIA did not directly retroactively nullify or void Corrales’ Fee Agreement. Rather the Tribe did, but the BIA approved and ratified those Tribal actions and had the power and ability to disapprove that part of the Tribe’s Constitution retroactively nullifying Corrales’ Fee Agreement. Instead, the BIA approved the Tribe’s Constitution containing that provision, knowing that Corrales was seeking to get paid his fees under the Fee Agreement the Tribe’s Constitution sought to nullify, since Corrales only one year earlier in June 2023, directly corresponded with Dutschke asking her to provide him with a letter clarifying Washburn’s 2015 Decision so that it could not be read to bar the recovery of his attorney’s fees under his Fee Agreement. He even provided her with a copy of his Fee Agreement. In response, Dutschke told Corrales that she (the BIA) would not assist him in recovering his fees from the Tribe. Her approval and ratification of the Tribe’s Constitution in October 2024, was an extension of that unlawful, wrongful, mean-spirited attitude and conduct calculated to destroy Corrales’ rights to collect his earned fees.

51. The BIA had previously recognized the General Council’s authority, established by the 1998 Resolution, to hire lawyers for the Tribe, and the BIA recognized Burley’s authority to act for the Tribe through the General Council as a “person of authority” or “Chairperson.” The 2015 Washburn Decision specifically recognized the 1998 Resolution as authority to act for the Tribe through a Tribal Body known as the General Council in managing the process of organizing the Tribe. The 1998 Resolution gave the General Council specific powers that included hiring lawyers. Burley was the elected leader of the Tribe (consisting of five enrolled members effectuated by Dixie in 1998 and approximately 200 potential members in the surrounding community) and presided over the General Council which the BIA recognized for several years, up until the 2015 Washburn Decision. The BIA, through negligence, later approved the Tribe’s

1 Constitution in October 2024 which contained a provision purporting to retroactively
2 nullifying Corrales' Fee Agreement. The BIA had a duty to use due care toward Corrales,
3 knowing that he was seeking to recover his fees with the Tribe by virtue of his
4 acknowledged correspondence to Dutschke in June of 2023. Despite this knowledge,
5 Dutschke approved the Tribe's Constitution in October 2024 which allowed the Tribe to
6 retroactively nullify Corrales' Fee Agreement which enabled the Tribe to reject Corrales'
claim for payment of his fee and cause him harm.

7 52. Dutschke had a duty to protect Corrales' interests, since she was an
8 employee of the U.S. government, and Corrales was a U.S. taxpaying citizen.
9 Moreover, Corrales provided a benefit to the Tribe in providing legal services to the
10 Tribe for almost 13 years. The BIA was not created for only Indian Tribes, and Corrales
11 is not excluded from protection simply because he is non-Indian. As a federal agency,
12 the BIA had an obligation to protect Corrales' property rights, especially since Corrales
13 gave Dutschke actual notice of his claim for recovery of his fees for his work for the
14 Miwok Tribe. The BIA had an obligation to refuse to approve the Tribe's proposed
15 constitution unless the provision retroactively nullifying Corrales' Fee Agreement was
eliminated.

16 53. The BIA's duty toward Corrales to avoid harming his interests in
17 connection with the process of approving the Tribe's Constitution was separate and did
18 not merge with any independent duty not to interfere with Corrales' contract rights.
19 Specifically, the BIA's duty, i.e., Dutschke's duty, to use due care in approving the
20 Tribe's Constitution so as not to harm Corrales' interests under his Fee Agreement with
21 the Tribe was distinct from any duty the BIA/Dutschke may have had not to interfere
22 with the existing contractual relationship between Corrales and the Tribe. The fact that
23 the measure of damages from the BIA/Dutschke's failure to fulfill their duty to properly
24 approve the Tribe's Constitution correctly is the same as it would have been for
25 interfering with contract rights does not merge the duties. See Sowell v. U.S. (5th Cir.
1988) 835 F.2d 1133.

26 54. Moreover, Dutschke's wrongful actions, were acts that destroyed
27 Corrales' existing, vested rights of earned fees that the Tribe, through the General
28 Council, properly pledged to pay from the Tribe's RSTF money that was already paid

1 out and on deposit with a bank for later disbursement. In other words, the General
2 Council properly pledged those RSTF proceeds that belongs to the Tribe to pay
3 Corrales' fees under his Fee Agreement. Thus, their wrongful acts, as herein alleged,
4 were not acts of interfering with Corrales' contract. Instead, they were acts that
5 destroyed and eliminated his vested right to the Tribe's RSTF money pledged to pay
6 his fees. Dutschke negligently and wrongfully destroyed Corrales' right to collect his
7 earned fees already pledged to him from the Tribe's RSTF money on deposit in a bank
8 account and guaranteed future distributions.

9 55. Accordingly, the BIA/Dutschke's negligent and wrongful actions
10 proximately caused Corrales harm in not being able to receive his earned fees payable
11 under his Fee Agreement with the Miwok Tribe. The BIA/Dutschke were afraid they
12 would be sued by the Tribe if they did not approve the Tribe's Constitution containing
13 this provision retroactively nullifying Corrales' Fee Agreement. As a result, they placed
14 their interests above the interests of Corrales in collecting his fees and wrongfully
15 approved the Tribe's Constitution without making any provision to protect Corrales'
16 interests. Moreover, the BIA/Dutschke knew about Corrales' claim, yet they failed to
17 consult with him about the Tribe's Constitution containing this retroactive provision,
18 before approving it. Had Corrales been given notice of this provision in the Tribe's
19 Constitution, he would have been able to seek appropriate judicial relief as an
20 aggrieved party suffering a concrete loss.

21 **GENERAL ALLEGATIONS**

22 56. In December 2007, Plaintiff, a California lawyer, entered into a Fee
23 Agreement with the California Valley Miwok Tribe ("the Miwok Tribe" or "the Tribe")
24 which was signed by Silvia Burley ("Burley") on behalf of the Tribe. (Ex. "8") The Fee
25 Agreement authorized Plaintiff to initiate multiple lawsuits on behalf of the Tribe. At the
26 time the Fee Agreement was executed, the BIA had recognized Burley as a "person of
27 authority" or "spokesperson" for the Tribe. In addition, the BIA at the time had
28 recognized the General Council under which Burley operated as the authorized body of
the Tribe that was established by a 1998 Resolution, drafted and approved by the BIA,
which authorized the General Council to temporarily govern the Tribe to manage the
process of organizing the Tribe under the IRA as voted on in 1935. The 1998 Resolution

1 gave the General Council various powers, including the power to hire lawyers for any
2 purpose, and contained an “all other inherent rights and powers” clause to enable the
3 General Council to hire lawyers for any purpose. The agreement was a Hybrid Fee
4 Agreement where Plaintiff was paid an hourly fee plus a percentage of funds held by the
5 California Gambling Control Commission (“the Commission”) for the Tribe. After paying
6 Plaintiff on an hourly basis for his services for five months, payment was suspended
7 and deferred until funds held by the Commission were released. The Tribe then
8 amended Plaintiff’s Fee Agreement in 2009 to reflect that he was to be paid for his
9 hourly work and a percentage of RSTF money from the RSTF money that was
10 ultimately released to the Tribe. The Tribe specifically pledged those funds to pay
11 Plaintiff’s fees, which it had a right and the authority to do under the “all other inherent
12 rights and powers” clause of the 1998 Resolution.

12 57. Plaintiff initially sought approval of the Fee Agreement from the Assistant
13 Secretary of the Interior (“the Secretary”), but the Secretary indicated that the law had
14 changed, and lawyers no longer needed the Secretary’s approval of contracts with
15 federally-recognized Indian tribes, and therefore took no action on the request, but
16 retained a copy of the Fee Agreement (Ex. “11”) At the time, the Secretary had already
17 designated Burley as the “authorized representative” within the Tribe, which allowed her
18 to enter into federal contract funding with the BIA, and knew of an ongoing leadership
19 dispute that Burley had with another Tribal member, Yakama Dixie (“Dixie”). (Ex. “12, 13
20 and 14”). However, at no time prior to 2015 did the BIA ever unrecognized the General
21 Council, the 1998 Resolution, or Burley’s authority to act for the Tribe as its “authorized
22 representative.” And the Secretary did not inform Plaintiff that Burley had no authority to
23 sign Plaintiff’s Fee Agreement. It just told Plaintiff that attorney fee agreement with
24 Indian Tribes no longer needed to be approved by the Secretary of Interior.

25 58. After almost 13 years of representing the Tribe and interfacing with federal
26 lawyers, Plaintiff’s services were terminated on May 22, 2020. (Ex. “18”) Upon
27 termination, Burley notified Plaintiff in writing, by enclosing the Tribal Resolution
28 authorizing Plaintiff’s termination, that Plaintiff’s termination was in accordance with
paragraph 8 of the Hybrid Fee Agreement which provides:

1 “Client shall have the right to discharge Attorney at any time upon written notice
2 to Attorney. Such discharge shall not affect the Client’s obligation to reimburse
3 Attorney for costs incurred prior to discharge. In addition, Attorney shall be
4 entitled to the reasonable value of legal services performed prior to such
5 discharge to be paid by the Client from any subsequent recovery on claims
6 covered by this Agreement. Such reasonable value shall be based on the factors
7 enumerated in the preceding paragraph [at “Attorney’s hourly rate of \$250 per
8 hour”]”

9 (“Hybrid Contingency Fee Agreement with Monthly Rate,” dated December 13, 2007,
10 para. 8, page 4). Thereafter, Plaintiff submitted a final invoice for payment based on an
11 hourly rate and a percentage of the funds held by the Commission, as set forth under
12 the Fee Agreement. Calculating only fees owed at the agreed rate of \$250 per hour,
13 the fees owed to Plaintiff for almost 13 years of work is approximately \$5.8 million.
14 Whether Plaintiff is also entitled to an additional 20% of the RSTF money held by the
15 Commission, or at Plaintiff’s market rate at that time at more than \$250 per hour, are
16 matters that would need to be resolved in court. The Fee Agreement provides that
17 Plaintiff’s fees are to be paid from the Tribe’s RSTF money being withheld from the
18 Tribe – past and future funds – and the Tribe pledged those funds for payment of
19 Plaintiff’s fees. Burley, on behalf of the Tribe, received over \$6 million in RSTF money
20 from the Commission before it withheld payments in 2005. The Commission never
21 asked for the return of those funds and never told Burley that she had no authority to
22 receive them for the Tribe. Thus, Burley and the General Council had the same right to
23 pledge those funds to pay for Plaintiff’s fees, even though the Commission began
24 withholding them and placing them in a separate bank account for future release to the
25 Tribe.

26 59. Plaintiff sued the Commission to establish and enforce his lien, and both
27 factions of the Tribe intervened. After participating in discovery (where Burley testified
28 that the General Council approved the Fee Agreement and authorized her to sign it)(Ex.
“4”) and opposing Plaintiff’s motion for summary judgment, the Tribe under Burley’s
leadership moved to dismiss the case for lack of subject matter jurisdiction, arguing that,
for the court to determine the validity of the subject Fee Agreement, i.e., whether Burley
had the authority to sign it for the Tribe, the trial court would be forced to decide a tribal

1 leadership dispute over which it lacked subject matter jurisdiction. The trial court
2 agreed and dismissed the action without prejudice for lack of subject matter jurisdiction.

3 60. The Court of Appeal affirmed the trial court’s dismissal for lack of subject
4 matter jurisdiction.

5 61. Since the Tribe has not been organized under the Indian Reorganization
6 Act of 1934 (“IRA”), there is no Tribal Court for Plaintiff to resort to, and therefore
7 Plaintiff has no legal remedy to adjudicate his claim for payment of his attorney’s fees
8 based on the Court of Appeal’s decision.¹⁵

9 62. Historically, the BIA had previously permitted Burley and Yakima Dixie
10 (“Dixie”), both descendants of the original Band of 12 “Me-Wuk” Indians identified by
11 John Terrell of the BIA in 1915 in the Calaveras County, California area, to establish in
12 1998 a small General Council form of governing body that operated by resolution. (Ex.
13 “25”). At the time, Dixie was the only member of the Tribe living on a small one-acre
14 plot purchased for the Tribe in 1916 called the Sheep Ranch Rancheria. In 1998, the
15 Tribe was dwindling in numbers, and Dixie was the only Tribal member the BIA
16 recognized as having any authority over the Tribe. (footnote 20 to Washburn Decision,
17 Ex. “26”). So, when Burley and her small family came to Dixie in 1998 looking for her
18 relatives connected to the Tribe, Dixie enrolled her and her family as members, which
19 the BIA recognized and accepted, and the BIA then arranged to have them both sign a
20 BIA-prepared document called the 1998 Resolution which established the General
21 Council as the governing body, which gave it power and BIA-recognized authority to
22 hire lawyers for any purpose and manage the process of organizing the Tribe under the
23 IRA, with Dixie as the Chairman of the Tribe. (Ex. “20,” BIA Letter to Dixie, page 2).
24 Significantly, the BIA agents actually drafted the 1998 Resolution for Dixie and Burley to
25 sign in 1998, which established the General Council, and thereafter approved and
26 recognized both the 1998 Resolution and the General Council as the source to operate
27 the Tribe. The 1998 Resolution specifically stated that the General Council was
28 established “to serve as the governing body of the Tribe.” Although it was not the actual
IRA governing body the General Council was tasked to set up, it was still a temporary

¹⁵ The Term “unorganized” as used by the BIA to describe the Tribe means that the Tribe is not organized under the Indian Reorganization Act of 1935 (“IRA”).

1 governing body approved and recognized by the BIA that was to exist until the Tribe
2 became organized under the IRA, per specific language in the 1998 Resolution. (Ex.
3 “1”).

4 63. Since 1915, the BIA recognized the Tribe as a federally recognized Tribe
5 under the name of the Sheep Ranch Band of Me-Wuk Indians (which was later changed
6 in 2000 through resolution under the General Council through Burley, which the BIA
7 accepted, and published in the Federal Register each year under the name of California
8 Valley Miwok Tribe). (footnote 14 to Washburn Decision, Ex. “26”). In 1935, the sole
9 resident of the Sheep Ranch Rancheria, Jeff Davis, voted to have the Tribe be
10 governed under the IRA.¹⁶ However, that process was never followed through, and the
11 Tribe remained unorganized (with no formal government having a government-to-
12 government relationship with the federal government) until 1998 when the General
13 Council was established. This was one of many missteps and negligent acts the BIA
14 took, or failed to take, toward this Tribe. The Tribal leadership dispute was a product of
15 the BIA’s own making and breach of statutory duties toward this Tribe. So, when Dixie
16 and Burley established the General Council in 1998, the BIA expected them to use that
17 governing body to organized the Tribe under the IRA, based on Jeff Davis’s 1935 vote.
18 (Ex. “20,” BIA Letter to Dixie, pages 1-2). That process required that Dixie and Burley
19 reach out to the descendants of the originally identified Band discovered in 1915 by
20 John Terrell, who were living in the surrounding community, and have them participate
21 in the organization of the Tribe under the IRA. (Ex. “26,” Washburn Decision, page 2). It

21 ¹⁶ See page 2 to Washburn Decision. The IRA authorizes Indian Tribes to organize a governing
22 body and adopt constitutions and form business corporations under charters of incorporation
23 issued by the Secretary of Interior (“Secretary”). 25 U.S.C. § 477. The majority of tribal
24 members must vote for an IRA government, which is what occurred when Jeff Davis, the sole
25 resident on the Rancheria did. 25 U.S.C. § 478.478a IRA constitutions often perpetuate federal
26 supervisory authority over the tribe by requiring Secretarial approval of the constitution and
27 other tribal laws. As amended first in 1988 and then 2004, the Secretary must exercise
28 approval authority within 45 days of a tribal election or the inaction will be considered approval.
25 U.S.C. § 476(d)(2); 25 C.F.R. § 81.24. Equally important, the Secretary must approve any
tribal constitution or amendment unless there is a finding “that the proposed constitution and
bylaws or any amendments are contrary to applicable laws.” 25 U.S.C. § 476(d)(1); 25 C.F.R.
§81.24. Thus, BIA representative, Amy Dutschke, had the legal authority not to approve the
Tribe’s new Constitution in October 2024, or otherwise approve it after the Tribe eliminated the
provision inserted therein retroactively nullifying Plaintiff’s Fee Agreement, since the provision
was “contrary to applicable laws” with respect to Plaintiff’s vested rights for payment of his fees.

1 was apparent, however, that what the BIA expected Burley and Dixie to do was what
2 the BIA failed to do with Jeff Davis in 1935.

3 64. In the meantime, in 1999 a leadership dispute broke out between Dixie
4 and Burley, and Burley took over as “Chairperson” of the Tribe, as herein alleged.
5 However, as stated, despite the leadership dispute between Burley and Dixie, the BIA
6 continued to recognize Burley and the General Council under which she operated as
7 the exclusive, though interim, governing body of the Tribe from 1998 through December
8 30, 2015 when ASI Washburn’s decision was issued.

9 65. When the BIA later suspended federal 638 contract funding for the Tribe
10 through the General Council and Burley, it was not because the BIA no longer
11 recognized the General Council or Burley as the Tribe’s authorized representative. The
12 BIA never stated that it could not decide whether Burley and the General Council should
13 lead the Tribe or Dixie and his faction should merely change recognition of Burley's
14 “title” as “Chairperson” of the Tribe. It never unrecognized the Tribal Council, and
15 Burley continued to operate through the General Council. She never acted alone as a
16 rogue leader. Moreover, the BIA never unrecognized the 1998 resolution after changing
17 Burley's recognition title from chairperson to “person of authority.” The BIA's reason for
18 this change in title recognition was purportedly because it felt the title of chairperson
19 was better suited for a leader of an “organized” Tribe, and because the Tribe was not
20 yet organized at that time (March 2004), the BIA purportedly reasoned that the title
21 “person of authority” was the better description of her title. The BIA never stated that
22 the title change was because it no longer recognized the General Council or the 1998
23 Resolution. As a result, the General Council continued to function as a recognized tribal
24 body with Burley as its leader. Thus, Burley continued to be a “person of authority”
25 within the Tribe through the General Council. Indeed, the BIA never nullified or
26 unrecognized Burley’s leadership relationship with the General Council. Instead, it
27 reaffirmed that relationship when it stated in March 2004 that she was recognized as a
28 “person of authority” because she occupied a position of authority within the “California
Valley Miwok Tribe,” meaning a Tribal leader over the General Council. (Ex. “12”).
Indeed, when it changed Burley’s recognized title to “person of authority,” it made

1 several references to the Tribe being her Tribe and its day-to-day operations under her
2 leadership. (Ex. "12")

3 66. On December 30, 2015, ASI Washburn attempted to resolve the ongoing
4 leadership dispute when he overruled ASI Echo Hawk's August 31, 2011 Decision
5 stating that the General Council could be the Tribe's actual governing body with having
6 to organized under the IRA, and that the Tribe consisted of only 5 enrolled members,
7 which included Dixie and Burley's family. ASI Washburn instead ruled that the General
8 Council was not to be the substitute for the actual Tribal governing body under the IRA,
9 because that was what Jeff Davis voted for in 1935, and that the Tribe was not limited in
10 membership to Dixie and Burley's family.

11 67. BIA representative Amy Dutschke approved and ratified a provision in the
12 Tribe's Constitution in October 2024 retroactively nullifying Plaintiff's Fee Agreement, at
13 a time when she knew Plaintiff was seeking to collect his fees from the Tribe's RSTF
14 money. When the Commission released to the Tribe the accumulated sum of \$26
15 million in May 2025, it refused to hold back or pay Plaintiff his fees and lien on those
16 funds, based in part on the Tribe's refusal to agree to those payments and the Tribe's
17 assertion that its new constitution retroactively nullified Plaintiff's Fee Agreement that
18 was approved and ratified by the BIA. Plaintiff thereafter filed another Federal Tort
19 Claim on these wrongful acts, which the federal government rejected on December 16,
20 2025. As a result, this amended complaint is timely.

21 68. As shown by the May 31, 2022, Decision from ASI Bryan Newland, the
22 ASI has the power and authority to modify and correct Dutschke's decision approving
23 the Tribe's Constitution to eliminate the retroactive nullification of Plaintiff's Fee
24 Agreement.

25 69. Attached and made part of this complaint are the following documents:

- 26 1. Exhibit 1: Resolution #GC-98-01, dated November 5, 1998;
- 27 2. Exhibit 2: Yakima Dixie's handwritten note dated April 21, 1999;
- 28 3. Exhibit 3: Letter dated May 20, 2004, from the BIA to Mr. Gary Qualset at the California Gambling Control Commission;

- 1 4. Exhibit 4: Selected pages to the deposition of Silvia Burley taken on
- 2 May 26, 2021, in the case of Corrales v. Commission, Case No. 37-
- 3 2019-00019079-CU-MC-CTL;
- 4 5. Exhibit 5: Plaintiff's invoice (without the attached billing hours) of
- 5 fees to the Tribe in care of Burley, dated August 28, 2020;
- 6 6. Exhibit 6: "Amended Notice of Lien," dated May 26, 2020;
- 7 7. Exhibit 7: Letter to James G. Waian, Deputy Attorney General,
- 8 dated April 18, 2024;
- 9 8. Exhibit 8: "Second Amendment to December 13, 2007 'Hybrid
- 10 Contingency Fee Agreement with Monthly Rate'";
- 11 9. Exhibit 9: Letter dated April 10, 2025, from the BIA to the California
- 12 Native American Heritage Commission;
- 13 10. Exhibit 10: Letter dated February 28, 2025, from the BIA to
- 14 Antoinette Del Rio, the new Tribal Chairperson, enclosing a 638
- 15 federal contract;
- 16 11. Exhibit 11: Letter dated March 11, 2010, from the Secretary of
- 17 Interior;
- 18 12. Exhibit 12: Letter dated March 26, 2004, from the BIA to Burley;
- 19 13. Exhibit 13: Declaration from BIA employee Brian Golding, Sr.,
- 20 dated April 29, 2004, and filed with the federal court on April 30,
- 21 2004;
- 22 14. Exhibit 14: Letter dated February 11, 2005, from the Assistant
- 23 Secretary of Interior ("ASI") Michael Olsen to Dixie;
- 24 15. Exhibit 15: Declaration of Janice Whipple-Depina, dated September
- 25 21, 2005, filed in the federal case of California Valley Miwok Tribe
- 26 v. U.S.A., Case No. 1:05-cv-00739;
- 27 16. Exhibit 16: Letter dated January 29, 2007, from the BIA to Burley;
- 28 17. Exhibit 17: Letter dated November 16, 2007, from the BIA to Burley
- enclosing a 638 federal contract for Fiscal Year 2007;
18. Exhibit 18: letter dated May 22, 2020, from Burley;

- 1 19. Exhibit 19: Letter dated April 15, 2020, to Corrales from the Dixie
2 Faction;
- 3 20. Exhibit 20: Letter dated September 24, 1998, from the BIA to
4 Yakima Dixie.
- 5 21. Exhibit 21: Letter dated July 12, 2000, from the BIA to Burley;
- 6 22. Exhibit 22: Letter dated November 24, 2003, from Dale Risling, Sr.,
7 of the BIA;
- 8 23. Exhibit 23: Tribal Resolution, R-1-5-07-2001, from the General
9 Council dated May 7, 2001;
- 10 24. Exhibit 24: Letter dated July 26, 2000, from Dale Risling of the BIA
11 to Kevin Grover, Assistant Secretary of Interior, introducing Burley
12 as the Chairperson of the Tribe;
- 13 25. Exhibit 25: letter dated June 7, 2001, from the BIA to Burley
14 accepting the Tribe's request through Burley, to change the name
15 of the Tribe;
- 16 26. Exhibit 26: ASI Kevin Washburn Decision, dated December 30,
17 2015;
- 18 27. Exhibit 27: Letter dated June 6, 1935, from the Bureau of Indian
19 Affairs ("BIA") to Jeff Davis;
- 20 28. Exhibit 28: Approved List of Voters for Indian Reorganization Act of
21 Sheep Ranch Rancheria;
- 22 29. Exhibit 29: Handwritten notations concerning Jeff Davis' right to
23 vote for the IRA for the Tribe;
- 24 30. Exhibit 30: Letter from the BIA U.S. Indian Field Service, dated
25 June 14, 1935;
- 26 31. Exhibit 31: Letter from Mabel Dixie, Yakima Dixie's mother, dated
27 December 29, 1965;
- 28 32. Exhibit 32: List of Indians of the Tribe, for purposes of termination,
dated December 30, 1965;
33. Exhibit 33: BIA Memorandum, dated January 5, 1966;

34. Exhibit 34: Mabel Dixie's sole vote in favor of termination, dated February 9, 1966;
35. Exhibit 35: Letter dated February 3, 1966, from the BIA to Lena Shelton;
36. Exhibit 36: Letter dated February 3, 1966, from Leonard M. Hill to Orrin K. Airola;
37. Exhibit 37: Letter dated February 24, 1966 from the BIA to the Commissioner of Indian Affairs;
38. Exhibit 38: Letter dated July 5, 1966 from the BIA to the Commissioner of Indian Affairs;
39. Exhibit 39: Letter dated August 18, 1966 to the BIA from the Commissioner of Indian Affairs;
40. Exhibit 40: Letter dated August 23, 1966 from the BIA to Mabel Dixie;
41. Exhibit 41: Telegram from the Commissioner of Indian Affairs to the BIA in Sacramento, CA, regarding Mabel Dixie, dated October 12, 1966;
42. Exhibit 42: Letter dated October 13, 1966, from the BIA to Mabel Dixie;
43. Exhibit 43: Plan of Distribution for the Sheepranch rancheria, dated October 12, 1966;
44. Exhibit 44: Letter, dated October 27, 1966, from the BIA to the Commissioner of Indian Affairs;
45. Exhibit 45: 1915 census of the 12 Band of Indians of Sheepranch Indians taken by John Terrell, dated August 13, 1915;
46. Exhibit 46: Yakima Dixie's enrollment papers for Silvia Burley and her family, dated August 5, 1998;
47. Exhibit 47: BIA Order Determining Heirs of Mabel Dixie, dated November 1, 1971;
48. Exhibit 48: Decision by ASI Larry Echo Hawk, dated August 31, 2011;

- 49. Exhibit 49: Collection of caption pages to various cases Plaintiff worked on for the California Valley Miwok Tribe;
- 50. Exhibit 50: Caption page for motion for protective order;
- 51. Exhibit 51: 2008 Fee Agreement;
- 52. Exhibit 52: Letter dated August 15, 2001, to Chairperson Silvia Burley from the Commission;
- 53. Exhibit 53: Letter dated October 19, 2005, to attorneys for the Miwok Tribe under Burley’s leadership from the Commission’s Chief Counsel;
- 54. Exhibit 54: The case Warburton v. Superior Court (4th Dist., Div. One 2002) 103 CA4th 1170, authored by Justice Huffman;
- 55. Exhibit 55: The Tribe’s Minutes approving Plaintiff’s fee agreement;
- 56. Exhibit 56: Letter from Amy Dutschke, dated September 27, 2023;
- 57. Exhibit 57: Letter from Amy Dutschke approving Tribe’s Constitution 2024; and
- 58. Exhibit 58: December 16, 2025 rejection letter from BIA.
- 59. Exhibit 59: ASI Bryan Newland Decision dates May 31, 2022.
- 60. Exhibit 60: Federal Register, March 22, 2007, Vol. 12, page 13648.

ARTICLE III STANDING

70. For purposes of Article III standing, Plaintiff alleges the following:

71. Plaintiff suffered an injury in fact fairly traceable to the wrongful acts of the above-referenced government employees, specifically BIA representative Amy Dutschke. When the Commission released the Tribe’s RSTF money in the accumulated amount of \$26 million in May 2025, without paying Plaintiff his fees – or setting them aside for adjudication in state court – Plaintiff suffered an injury in fact traceable to the government’s conduct as herein alleged. But for Amy Dutschke’s actions in wrongfully approving and ratifying the provision in the Tribe’s new Constitution in October 2004 retroactively nullifying Plaintiff’s Fee Agreement, payment of Plaintiff’s earned fees would not have been refused or barred. But for Amy Dutschke’s refusal to correct and clarify the 2015 Washburn decision to state that the authority of the General Council,

1 the 1998 Resolution, and Burley was unrecognized prospectively and not retroactively,
2 Plaintiff's earned fees would not have been refused or barred.

3 72. Plaintiff has Article III standing, because he has (1) suffered an injury in
4 fact, (2) that is fairly traceable to the Defendants' conduct, and (3) that is likely to be
5 addressed by a favorable judicial decision.

6 73. BIA representative knew that Plaintiff was seeking clarification of the 2015
7 Washburn Decision so that he would not be barred in collecting his fees when he wrote
8 her in 2023. Yet, Dutschke refused his request and then a year later in October 2024,
9 approved and ratified a provision in the Tribe's new Constitution retroactively nullifying
10 Plaintiff's Fee Agreement, thereby causing Plaintiff damages and loss of his fees.

11 74. Prior to the 2015 Washburn Decision, each ASI signed a statement in the
12 Federal Register recognizing each Tribe in the United States as a federally recognized
13 tribe. In 2007, at the time Plaintiff's Fee Agreement was approved by the General
14 Council and signed by Burley as authorized by the General Council, the ASI at that time
15 signed the following statement as to each tribe, including the Miwok Tribe:

16 "The listed Indian entities are recognized to have the immunities and privileges
17 available to federally recognized Indian Tribes by virtue of their **Government-to-
18 Government** relationship with the United States as well as the responsibilities,
19 **powers**, limitations, and obligations of such Indian Tribes...

20 "Michael D. Olsen, Principal Deputy "Assistant Secretary – Indian Affairs."
21 (Ex. "60" March 22, 2007, Federal Register, Vol. 12, page 13648, listing the California
22 Valley Miwok Tribe). Michael D. Olsen was the same person who wrote the letter dated
23 February 11, 2005 to Dixie reaffirming the March 26, 2004 letter by Dale Risling stating
24 that Burley was to be recognized as a "person of authority" instead of the "Chairperson"
25 of the Tribe. This Federal Register statement by ASI Olsen confirms that in 2007,
26 despite Burley's title as "person of authority," she still had a government-to-government
27 relationship with the BIA through the General Council which had powers given to it by
28 the 1998 Resolution to operate and lend the Tribe. This, given this 2007 statement by
ASI Olsen, Plaintiff's Fee Agreement was properly approved by the General Council
pursuant to its powers obtained from the 1998 Resolution and properly signed by Burley
who received the authority to do so from the General Council. And, as stated, despite
the ongoing Tribal leadership dispute at that time, the BIA continued to recognize the

1 General Council, the 1998 Resolution, and Burley as the interim governing body and
2 leader of the Tribe.

3 75. Even Burley understood that she had the authority to hire Plaintiff to
4 represent the Tribe pursuant to the powers and authority of the General Council which
5 was established under Resolution #GC-98-01 in 1998. And she testified that she hired
6 Plaintiff after approval from the General Council. She stated:

7 Q: And is this a true and correct copy of the hybrid contingency fee
8 agreement with monthly rate that you signed along with Mr. Corrales back in December
9 2007?

10 * * *

11 A: It's correct.

12 * * *

13 Q: Is that your signature under "California Valley Miwok Tribe"?

14 A: Yes.

15 Q: And that's your printing under that as far as your address and your name
16 and your phone number; true?

17 A: Yes. True.

18 Q: And you had the authority of the Tribal Council to enter into this contract
19 as the person of authority for the Tribal Council; correct?

20 A: Correct.

21 * * *

22 Q: And the authority that you had received to sign that was granted to you
23 during the special Tribal Council meeting of December 11, 2007, as described in Exhibit
24 91; is that right?

25 A: Yes.

26 (Ex. "4," Deposition of Silvia Burley, May 26, 2021, pages 102-104). Burley further
27 testified that the authority she was given by the BIA gave her the authority to enter into
28 contracts with lawyers and other third-parties, and that authority derived under
Resolution #GC-98-01 which established the General Council. She stated:

Q: You—you testified earlier about, um, the BIA identifying you as a, quote,
"person of authority."

1 A: Yes.

2 Q: Did you ever come to learn from the BIA or anywhere else what the term,
3 quote, “person of authority” means?

4 A: The authority means that you can still be an agent for the Tribe between
5 government-to-government.

6 Q: How did you arrive at that understanding?

7 A” Being a Chairperson for 22 years.

8 * * *

9 Q: Did anyone from the BIA tell you that you had the authority to enter into
10 contracts with third parties—like attorneys—

11 A: Yes.

12 Q: --on behalf of the Tribe?

13 A: Yes.

14 Q: When?

15 A: When we got the GC-98—the Resolution for GC-98. It’s all there.

16 Q: And so, in that particular document, you believe the—the BIA informed
17 you that you had the authority to enter into contracts with third parties?

18 A: Yes. And when Manny first came up with his contract, the very first one,
19 he sent it into the Bureau of Indian Affairs, and they sent it back and said that you would
20 have to go to the Tribe because it’s up to the Tribe to enter into contracts.

21 Q: Okay. So, I’m—you’re talking about the GC-98-01?

22 A: Uh-huh.

23 A: And I’m talking about any other instance where, to your understanding, the
24 BIA informed you that you had the authority to enter into contracts with third parties on
25 the Tribe’s behalf. You have—

26 A: It’s asked and answered because you keep coming up with the same
27 question, and it’s the same answer for me.

28 Q: So, the same answer as GC-98-01; is that right?

A: We still go by that today.

(Ex. “4,” Deposition of Silvia Burley, May 26, 2021, pages 182-184).

1 76. As alleged, the BIA drafted Resolution #GC-98-01, and supervised its
2 execution and the formation of the General Council which derived its authority from that
3 Resolution. (Ex. "20," BIA letter to Dixie, dated September 24, 1998, explaining the
4 formation of the General Council under the 1998 Resolution, including the powers it
5 had). The BIA's designation of Burley as the "person of authority" within the Tribe,
6 whether for 638 federal contract funding or for third-party contracts in general or with
7 lawyers, is consistent with federal common law recognizing one leader of a rival faction,
8 whom the BIA had temporarily designated a "person of authority" for the Tribe to enter
9 into 638 federal contract funding, as a person also authorized to initiate lawsuits for the
10 Tribe. Cayuga v. Tanner (2nd Cir. 2016) 824 F.3d 321, 328. It follows that a person who
11 is authorized to initiate lawsuits for another also has the authority to enter into attorney
12 fee agreements for that purpose. Moreover, the power to hire lawyers was one of the
13 seven (7) listed powers Resolution #GC-98-01 gave the Tribe under the General
14 Council, which the BIA specifically mentioned the General Council would have. Mr.
15 Dale Risling, Sr., the BIA Superintendent who supervised, managed and directed the
16 establishment of Resolution #GC-98-01 in 1998, stated in a letter to Dixie as follows:

17 "A number of the provisions of the draft resolution may be changed by the Tribe
18 to reflect the manner in which it desires to conduct business. For instance, the
19 first "Resolved" clause on the second page lists **seven (7) specific powers** to be
20 **exercised by the General Council**. For the most part, this list involves those
21 powers that the General Council would exercise in order to accomplish the initial
22 organization process. There is no mention of other powers, such as the power to
23 purchase land, since such a power most likely would not be used during the
24 organization process. Rather, such a power would be used after the Tribe
25 organizes and would be included in the Tribe's Constitution.

26 * * *

27 "Once the General Council adopted such a resolution, the General Council would
28 then proceed to elect or appoint a Chairperson. **The General Council would
then be able to proceed with the conduct of business, in a manner
consistent with the authorized resolution.** (Emphasis added).

(Ex. "20," Letter from Resling to Dixie, dated September 24, 1998, page 3). As stated,
one of these listed powers included the power to hire a lawyer for the Tribe. (Ex. "1,"

Resolution #GC-98-01, page 2). As a result, the federal government knew, since 1998, that the General Council had the “power” to hire a lawyer to represent the Tribe, and to approve Plaintiffs Fee Agreement and authorize Burley, as the Tribe’s authorized representative, to sign Plaintiff’s Fee Agreement.

PLAINTIFF’S SPECIFIC, CONCRETE FACTS OF AN INJURY-IN-FACT: LOSS OF ADVANCED COSTS

77. Dutschke’s actions, as herein alleged, deprived Plaintiff of his costs he advanced to the Tribe under the Fee Agreement, which are not subject to the Tribe’s future recovery of Revenue Sharing Trust Fund (“RSTF”) payments from the California Gambling Control Commission (“the Commission”). The Tribe has an obligation to reimburse Plaintiff for those costs on demand, and Plaintiff is not required to recover them from the RSTF payments the Commission will later release to the Tribe once the Tribe is organized under the IRA and a new valid Tribal leader is selected who can receive them for the Tribe.

78. In the original 2007 Fee Agreement, Plaintiff and Burley (on behalf of the Tribe) agreed as follows with respect to costs:

“Attorney is authorized to incur reasonable costs and expenses in performing legal services under this Agreement.” (Page 2 of 2007 Fee Agreement).

“Once the \$3,000 monthly retainer is exhausted, Attorney may advance such costs and expenses on Client’s behalf but is not obligated to do so. Client agrees to reimburse Attorney upon demand for any such services. Client is responsible for such reimbursement regardless of the status or outcome of the litigation, or the amount of any recovery.” (Page 2 of 2007 Agreement) (Emphasis added).

(Ex. “8,” 2007 Hybrid Contingency Fee Agreement with Monthly Rate, page 2).

79. And in the subsequently revised 2009 Fee Agreement, the parties agreed as follows:

“The capped payment of \$3,000 per month is temporarily suspended. Instead, Client agrees to pay for the actual costs of prosecuting both the federal case (citation of case) and the state case (citation of case), both of which are presently on appeal, including but not limited to, filing fees, docketing fees, costs of preparing a clerk’s transcript, costs of preparing a reporter’s transcript, travel

1 expenses (if necessary) to attend court hearings, and **other actual expenses.**
2 (Page 2, Paragraph 2.b. of 2009 Fee Agreement) (Emphasis added).

3 (Ex. "8," 2009 Second Amendment to December 13, 2007 "Hybrid Contingency Fee
4 Agreement with Monthly Rate, page 2). Paragraph 2.c. excludes costs being recovered
5 when the RSTF payments are released to the Tribe, and only mentions "all fees owed"
6 to be paid from the RSTF money the Commission is withholding for the Tribe.

7 Otherwise, **the costs are to be paid by the Tribe, not the Commission.** These costs
8 amount to over \$50,000.00, which included taking Dixie's deposition and other
9 depositions, travelling to San Francisco and Sacramento to argue cases in the U.S.
10 District Court and the 9th Circuit Court of Appeals, and other actual costs and expenses
11 advanced for the Tribe.

12 80. These costs are not speculative. They are not contingent upon the
13 release of the Tribe's RSTF money the Commission is withholding for the Tribe once it
14 is organized under the IRA, as herein described. They are to be paid by the Tribe. .

14 **FIRST CAUSE OF ACTION**

15 **(Negligence – As Against Defendant UNITED STATES OF AMERICA)**

16 81. The allegations in paragraphs 1 through 80 are realleged and incorporated
17 herein by reference.

18 82. At all times herein mentioned, 28 U.S.C. § 1346(b)(1) was in full force and
19 effect, and waived sovereign immunity for the United States for claims that are: (1)
20 against the United States; (2) for money damages; (3) for injury or loss of property, or
21 personal injury or death; (4) caused by the negligent or wrongful act or omission of any
22 employee of the Government; (5) while acting within the scope of his office or
23 employment; and (6) under circumstances where the United States, if a private person,
24 would be liable to the claimant in accordance with the law of the place where the act or
25 omission occurred.

26 83. Plaintiff's claims against the Defendant USA are within this jurisdictional
27 grant and are thus cognizable under 28 U.S.C. § 1346(b) for the following reasons.

28 84. Plaintiff's claims are against the United States, and are for money
damages, as herein alleged.

1 85. Plaintiff alleges he lost property in the form of earned fees and costs that
2 were vested and agreed upon in excess of \$5.8 million, as herein alleged.

3 86. Plaintiff alleges his loss of fees and costs were caused by the negligent or
4 wrongful acts of Amy Dutschke as herein alleged, who was acting with the course and
5 scope of her employment and office as a government BIA employee.

6 88. Amy Dutschke, in October 2024, negligently and wrongfully approved and
7 ratified the Tribe's new constitution containing a provision retroactively nullifying
8 Plaintiffs Fee Agreement signed by Burley in 2007 and 2009, resulting in Plaintiff losing
9 his earned fees for 13 years of work for the Tribe. Plaintiff was harmed and damaged
10 when the Commission released the Tribe's accumulated RSTF money to the Tribe in
11 May 2025 without paying Plaintiff, based on Dutschke's wrongful acts, as herein
12 alleged.

13 89. At all times herein mentioned Amy Dutschke was acting within the course
14 and scope of her employment and office with the Defendant USA. In October 2024, BIA
15 representative Amy Dutschke knew or should have known that her actions, or failed
16 actions, would cause Plaintiff to lose his expected payment of his fees from the Tribe's
17 RSTF money that was set to be released, and was released in May 2025, to the Tribe at
18 the exclusion of paying Plaintiff's lien on those funds.

19 90. Had Amy Dutschke been a private person, she would be liable to Plaintiff
20 in accordance with California law, as herein alleged.

21 91. At all times herein mentioned Amy Dutschke was not exercising or
22 performing a discretionary function or duty. Her actions, as herein alleged, did not
23 involve an element of judgment or choice. Her actions were pure negligence.
24 Moreover, her wrongful actions, which adversely impacted and harmed Plaintiff
25 "downstream" as a third-party victim of their wrongful actions, were contrary to
26 established BIA policy toward Burley and the General Council, the interim governing
27 body the BIA had recognized since 1999 as having authority to act for the Tribe on
28 various matters, including retaining lawyers. As a result, her actions do not fall under
the discretionary function exception under the FTCA. In addition, their actions did not
involve social, economic, or political policy the discretionary function under the FTCA
was designed to protect.

92. Plaintiff was, and currently is, a citizen of the United States.

93. Defendant UNITED STATES OF AMERICA (“USA”), pursuant to 28 U.S.C. § 1346(D)(1) is vicariously liable in tort, because Amy Dutschke interfered with, and negligently caused Plaintiff to lose, valuable property and valuable property rights in the form of attorney’s fees earned for representing the Miwok Tribe, as herein alleged. Specifically, Amy Dutschke had a duty of due care toward Plaintiff not to act in such a way toward Plaintiff that would cause him injury and harm. This duty of care is founded under California law, the place where their negligent acts occurred. Dutschke knew or should have known her wrongful actions would cause Plaintiff to suffer loss of his fees and costs, as herein alleged. Dutschke wrongful actions failed to take into account numerous 3rd party contracts Burley had entered into as the Tribe’s recognized leader, and the special relationship that existed between Burley and Plaintiff and Burley and the BIA.

94. Accordingly, the Defendant USA is vicariously liable for Amy Dutschke’s negligence, as herein alleged.

95. As a result of Defendant USA’s employee’s negligence, as herein described, Plaintiff was damaged in the amount of at least \$5.8 million, based on an agreed hourly rate of \$250 per hour, and more, if Plaintiff’s market rate of \$500 per hour at the time is used (\$11.6 million) and/or the fees are enhanced by an agreed additional 20% of the Revenue Sharing Trust Fund (“RSTF”) belonging to the Tribe presently being withheld by the California Gambling Control Commission.

96. BIA representative Dutschke’s negligence were a substantial factor in causing Plaintiff’s harm and damages, as herein alleged.

NO DISCRETIONARY FUNCTION EXCEPTION

97. At all times herein mentioned, Dutschke’s conduct, as herein alleged, were acts of negligence, and were not discretionary and were not policy driven. Such acts of negligence and lack of due care does not reflect the kind of considered judgment “grounded in social, economic, and political policy” that the discretionary function exception in intended to shield from judicial second-guessing under the Federal Torts Claim Act (“FTCA”). 28 U.S.C. § 2680(a).

PRAYER FOR RELIEF

Wherefore, Plaintiff requests the following:

- 1. Awarding Plaintiff compensatory damages and costs incurred in connection with this action; and
- 2. Awarding Plaintiff damages for loss of attorney’s fees and costs advanced to the Miwok Tribe per his government Tort claim, in an amount according to proof, plus interest.
- 3. Awarding Plaintiff prejudgment interest or lost interest on his fees, to the extend allowed by the law.
- 4. Granting such other relief as the court deems just and proper.

DATED: April 9, 2026

s/ Manuel Corrales, Jr.
 Manuel Corrales, Jr., Esq.
 In Pro Per

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on each of his causes of actions pled against Defendants herein.

DATED: April 9, 2026

s/ Manuel Corrales, Jr.
 Manuel Corrales, Jr., Esq.
 In Pro Per