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**IN THE WATER COURT OF THE STATE OF MONTANA CONFEDERATED SALISH
AND KOOTENAI TRIBES-MONTANA-UNITED STATES COMPACT**

CASE NO. W 0001 2021

**MOTION AND MEMORANDUM IN SUPPORT OF MOTION FOR SUMMARY
JUDGMENT ON THE QUESTION OF RES JUDICATA / ISSUE PRECLUSION**

I, Elena Ingraham (Motta) submit my Motion and Memorandum in Support of Motion for Summary Judgment pursuant to M.R.Civ.P. 56.

In Case Management Order #3 dated October 18, 2023, the Water Court gave leave for parties to file Motions in part pertaining to issues of law that do not require findings of fact.

I respectfully move the Court for summary judgment in my favor on an issue of law relating to the validity of the State of Montana – Confederated Salish and Kootenai Tribes – United States Water Rights (“Compact”), codified at Mont. Code Ann. § 85-20-1901.

The grounds for this motion are shown in the memorandum attached.

Dated this 10th day of July, 2024.

/s/ Elena Ingraham (Motta)

Objector Name

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**IN THE WATER COURT OF THE STATE OF MONTANA CONFEDERATED
SALISH AND KOOTENAI TRIBES-MONTANA-UNITED STATES COMPACT**

CASE NO. W 0001-C-2021

**MEMORANDUM IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT
ON THE QUESTION OF RES JUDICATA / ISSUE PRECLUSION**

I filed amended objections in this case on December 5, 2023 under dockets 1459 (Elena Ingraham) and 1460 (Motta Estate). My objections contain several claims for damages caused by the Flathead Compact, of which the present motion relates to reference made in Objection 1, but from which all of my other objections stem.

Issue Presented

**WHETHER THE CONFEDERATED SALISH AND KOOTENAI TRIBES ARE
LEGALLY PRECLUDED FROM ASSERTING WATER RIGHTS ON THEIR
CEDED LANDS OUTSIDE OF AND WITHIN RESERVATION BOUNDARIES
FOR WHICH FINAL SETTLEMENTS WERE DETERMINED AND PAID IN INDIAN
CLAIMS COMMISSION DOCKET 61, AND U.S. COURT OF CLAIMS DOCKET 50233**

Background

In 1946, Congress ratified the Indian Claims Commission (hereinafter "ICC") Act, creating a Commission to hear and determine Indian Claims against the United States in law or equity arising under the Constitution, laws, treaties of the U.S, Presidential orders, and all other claims in law or equity. (Act of August 13, 1946, 60 Stat. 1049).

Section 22 of the Indian Commission Act established:

(a) When the report of the (Indian Claims) Commission determining any claimant to be entitled to recover has been filed with Congress, such report shall have the effect of a final judgment of the Court of Claims, and there is authorized to be appropriated such sums as are necessary to pay the final determination of the Commission. The payment of any claim, after its determination in accordance with this (Act), shall be a full discharge of the United States of the claims and demands touching any of the matters involved in the controversy.

(b) A final determination against a claimant made and reported in accordance with this (Act) shall forever bar any further claim or demand against the United States arising out of the matter involved in the controversy.

Pursuant to this act, on March 29, 1950 the CSKT filed a claim in the Indian Claims Commission (hereinafter "ICC") (Docket No. 61) pertaining to unconscionable payment by the United States for the tribes' off reservation ceded lands. (17 ICC 297, 1966).

Also in 1946, Congress passed a special act conferring jurisdiction upon the United States Court of Claims "to hear, examine, adjudicate, and render judgment in any and all legal and equitable claims of whatsoever nature" that Plaintiffs may have against the United States. (60 Stat. 715 (July 30, 1946). Pursuant to this act, on July 14, 1951 the CSKT filed a complaint in the U.S. Court of Claims (Docket No. 50233) which included a takings claim (Paragraph 10) related to the opening of the reservation to settlement, and for other United States withdrawals of lands for various other purposes. (Confederated Salish and Kootenai Tribes v. United States, 437 F.2d 458 (Ct. Cl. 1971)

Both of these land claims against the United States were fully litigated, decided, and settled. In each case, a determination was made as to the date of the transfer of title to the United States. Once an accurate number of acres was determined, these lands were valued based upon their classifications of crop, grazing, timber and waste land. Crop lands were valued at a higher per acre fair market value. The Court considered appraisals provided by the Plaintiffs and the Defendant.

In both instances, the CSKT received just compensation for the fair market value

of the lands, the titles to which were extinguished decades earlier. [EXHIBIT A]

Stipulation Agreement for Final Settlement of Off Reservation Ceded Lands

In 1966, the Indian Claims Commission issued findings of fact pertaining to the Compromise settlement that had been reached between the United States and the CSKT. That document explained the steps that were taken to ensure that the CSKT tribal government and individual Indians understood the settlement and its implications. A formal meeting for the tribal council and tribal membership was noticed in newspapers throughout the state and was held on July 1, 1966. The tribes' attorney explained the settlement and recommended that it be accepted. The tribal council passed a resolution unanimously accepting the settlement.

The findings of fact also included statements made by three tribal council members concerning the compromise settlement and conveying that tribal members present at the meeting, and the members of the Council had understanding and knowledge of the facts concerning the settlement and that they believed the settlement was in the best interest of the tribes.

Finding No. 54 noted and included a copy of the signed Stipulation for Entry of Final Judgment. Item 3 of the stipulation included the following statement:

"The Judgment shall finally dispose of all claims or demands which petitioner has asserted or could have asserted in his case against defendant and petitioner shall be barred from asserting all such claims in any future action. (17 Ind. Cl. Comm. 297, 1966, 309-310) [Exhibit B]

Well before these cases, the United States had affirmatively acted to extinguish aboriginal and recognized Indian title to the lands settled in the tribes' actions.

"Indian (or aboriginal) title" refers to the "right of occupancy" over the lands Indians occupied "before the arrival of white settlers[,] whereas "recognized Indian title" exists "where Congress by treaty or other agreement has

declared that the Indians are to hold the lands permanently.” United States ex rel. Chunie v. Ringrose, 788 F.2d 638, 641-42 n.1 (9th Cir. 1986).

The United States’ intent to extinguish aboriginal title pertaining to the tribes’ off reservation ceded lands is evidenced in the homestead acts, public lands law, and the subsequent sale of lands under the federal statutes. ¹

The land patent on my Missoula area property located outside of Flathead Reservation boundaries predates Montana statehood. The authorization for the patent issued is *“the Act of Congress of the 24th of April 1820, entitled “An Act making further provisions for the sale of the Public Lands,” and the acts supplemental thereto.”*

Pursuant to Article VI of the Hellgate Treaty, the 1904 Flathead Allotment Act was ratified. (33 Stat. 302, April 23, 1904). The United States’ expressed its intent to extinguish aboriginal title and the tribe’s treaty recognized Indian title for lands that are located within the boundaries of the Flathead Reservation. The act made it abundantly clear that after allotments to individual Indians, all surplus lands were to become part of the public domain and sold under the provisions in the 1904 act:

“An Act for the survey and allotment of lands now embraced within the limits of the Flathead Indian Reservation, in the State of Montana, and the sale and disposal of all surplus lands after allotment.....the land shall be disposed of under the general provisions of the homestead, mineral, and town-site laws of the United States.”

The CSKT are barred from bringing claims pertaining to lands within and outside of their reservation boundaries that have been settled with finality

Issue preclusion, or collateral estoppel, means that a valid and final judgment binds a

¹ United States v. Dann.” (706 F.2d 919, 1983) In its brief dated April 6, 1981, the U.S. argued: *“the (Indian Claims) Commission’s judgment establishes that aboriginal title has been extinguished by August 13, 1946, if not before. Under Section 22, and under the established rules of res judicata and collateral estoppel, the court below was bound by that prior ruling.”* (706 F.2d 919, 1983). In 1985, the Supreme Court held that the certification and appropriation of the ICC’s award to a trust fund held for the benefit of the tribe, constituted “payment” under the Act, and thus discharged all claims and demands involving Western Shoshone land claim. (United States v. Dann, 470 U.S. 39, 105 S. Ct. 1058 (1985).

plaintiff or defendant in subsequent actions on different causes of action between them as to same issues actually litigated and essential to the judgment in the first action.

Issue preclusion applies if:

1. The former judgment is valid and final
2. The same issue is being brought
3. The issue is essential to the judgment
4. The issue was actually litigated.²

Each of these elements were met in the aforementioned lawsuits initiated by the CSKT against the United States, however that hasn't stopped the CSKT from asserting the same claims in various other lawsuits against the state of Montana and others.³

Federal Reserved Water Rights

Federal reserved water rights stem from a 1908 Supreme Court decision in *Winters v. United States*, pertaining to water rights on the Fort Belknap Reservation. (207 U.S. 564 (1908). The Court determined that when the United States removes land out of the public domain, and reserves it for an Indian tribe, it impliedly reserves enough water that is necessary to fulfill the purposes of the reservation. The characteristics of these federal reserved water rights are:

1. Geographically limited to the federal reservation of land
2. They are derived from the primary purpose of the reservation as determined by the treaty, agreement or executive order that created the reservation
3. They are quantified so as to determine the amount of water necessary to fulfill the primary purposes of the reservation.
4. They have a priority date as of the date the reservation was created.
5. Unlike non-Indian federal reserved water rights, Indian Tribes are also afforded a measure of water to provide for future growth.

² Source: Legal Information Institute, https://www.law.cornell.edu/wex/issue_preclusion

³ February 27, 2014 – CSKT filed suit in federal district court seeking injunctive and declaratory relief. Plaintiffs sought a declaration of ownership of all water within the Reservation, including all water distributed by the Project, and to enjoin various ongoing proceedings in Montana state courts, *CSKT v. Jewell et al* 9:14-cv-00044- DLC. This case was ultimately dismissed on May 18, 2015. See Mountain States Legal Foundation brief in support of motion to dismiss, dated July 3, 2014.

6. They cannot be lost for non-use

After the state's resolution of six other tribal water rights settlements that largely stayed within the framework of the Winters Doctrine, Montana had established a reasonable public expectation that the CSKT Compact would be negotiated within the same framework. The Montana Reserved Water Rights Compact Commission website validated this by publicly defining federal reserved water rights under the Winters Doctrine, and then explaining the process by which such rights are determined and quantified.

The effective result of the tribes' settlement in Court of Claims Docket 50233, is that the tribes' federal reserved water rights, which were supposed to be quantified for the purpose of the Compact are limited to the reservation as it exists today, not in 1855.

The Flathead Compact includes water rights outside of and within the reservation that pertain to lands for which title was extinguished more than a century ago.

The second recital of MCA 85-20-1901 declares the type of water rights that were settled in the compact:

WHEREAS, the Confederated Salish and Kootenai Tribes claim aboriginal water rights and, pursuant to said Treaty, reserved water rights to fulfill the purposes of the Treaty and the Reservation.

This language implies that in addition to claims for aboriginal water rights to fulfill the purposes of the treaty, the compact also determines the federal reserved water rights that fulfill the purpose of the reservation. In fact an examination of the claims in it reveals that the compact includes no federal reserved water rights.

The Compact speaks for itself.

Table 1 summarizes the water rights claims located within the water rights abstracts found in the appendices of the Compact as ratified by the Montana legislature.

Table 1: Flathead Compact Water Rights

Source: Abstracts within the Flathead Water Compact Appendices as Ratified by the Montana Legislature in 2015

Claims within Flathead Reservation Boundaries Court of Claims Docket 50233						
Appendix	Description	Note	Owner	# abstracts	Purpose	Priority
10	Natural Node Instream Flow		US BIA in Trust	102	Fish and Wildlife	Immemorial
11	FIIP Instream Flow Nodes		US BIA in Trust	33	Fish and Wildlife	Immemorial
12	Other Instream Flow		US BIA in Trust	59	Fish and Wildlife	Immemorial
15	FIIP Reservoir Minimum Pool		US BIA in Trust	2	Fish and Wildlife	July 16, 1855
16	Wetlands					
	Tributary to Camas Creek (38 places of use)		US BIA in Trust	1	Fish and Wildlife	Immemorial
	Tributary to Crow Creek (110 places of use)		US BIA in Trust	1	Fish and Wildlife	Immemorial
	Tributary to Flathead River (178 places of use)		US BIA in Trust	1	Fish and Wildlife	Immemorial
	Tributary to Jocko River (287 places of use)		US BIA in Trust	1	Fish and Wildlife	Immemorial
	Tributary to Little Bitterroot River (121 places of use)		US BIA in Trust	1	Fish and Wildlife	Immemorial
	Tributary to Mission Creek (156 places of use)		US BIA in Trust	1	Fish and Wildlife	Immemorial
	Tributary to Flathead River (Flathead Lake) (64 places of use)		US BIA in Trust	1	Fish and Wildlife	Immemorial
17	High Mountain Lakes					
	Tributary to Camas Creek (1 lake)		US BIA in Trust	1	Fish and Wildlife	Immemorial
	Tributary to Crow Creek (79 lakes)		US BIA in Trust	1	Fish and Wildlife	Immemorial
	Tributary to Flathead River (13 lakes)		US BIA in Trust	1	Fish and Wildlife	Immemorial
	Tributary to Flathead River (Flathead Lake) (2 lakes)		US BIA in Trust	1	Fish and Wildlife	Immemorial
	Tributary to Jocko River (161 lakes)		US BIA in Trust	1	Fish and Wildlife	Immemorial
	Tributary to Mission Creek (22 lakes)		US BIA in Trust	1	Fish and Wildlife	Immemorial
19	Boulder Creek Hydroelectric Project		US BIA in Trust	1	Power Generation	July 16, 1855
20	Hellroaring Hydroelectric Project		US BIA in Trust	2	Power Generation	July 16, 1855
21	MTFWP Wetlands		Co-owned	3	Wetland	Immemorial
22	MTFWP Claim 76L 153988-00 to be Co-Owned by Tribes	3	Co-owned	1	Fish and Wildlife	05/04/62
23	USFWS Wetland		Co-owned	2	Wetland	Immemorial
24	USFWS Claims to be Co-Owned by Tribes	3	Co-owned	3	Recreation	Various

Claims Outside of Reservation Boundaries ICC Docket No. 61						
Appendix	Description	Note	Owner	# Claims	Purpose	Priority
9	Flathead System Compact Water		US BIA in Trust	1	Any Use	July 16, 1855
18	Flathead Lake (naturally occurring surface water to elev. 2883')		US BIA in Trust	1	Fish and Wildlife	Immemorial
25	Kootenai Mainstem Instream Flow Right		US BIA in Trust	1	Fish and Wildlife	Immemorial
26	Swan Mainstem Instream Flow Right		US BIA in Trust	1	Fish and Wildlife	Immemorial
27	Lower Clark Fork Mainstem Instream Flow Right		US BIA in Trust	1	Fish and Wildlife	Immemorial
28	MTFWP Claims to be Decreed as Part of the Compact					
	Basin 76I Middle Fork Flathead River	1	Co-owned	6	Fish and Wildlife	12/22/70
	Basin 76J South Fork Flathead River	1	Co-owned	8	Fish and Wildlife	12/22/70
	Basin 76E Rock Creek		Co-owned	12	Fish and Wildlife	January 1970
	Basin 76F Various Lakes and Creek		Co-owned	10	F&W / Recreation	Various
29	MTFWP Claims Not to be Decreed as Part of the Compact					
	Basin 76H, Bitterroot River Reach 1	3	Co-owned	4	Recreation	07/01/70
	Basin 76H, Bitterroot River Reach 2	3	Co-owned	4	Recreation	07/01/70
	Basin 76H, Bitterroot River Reach 3	3	Co-owned	4	Recreation	07/01/70
	Basin 76LJ Flathead River Mainstem	1,3	Co-owned	10	Fish and Wildlife	12/22/70
	Basin 76LK Flathead River North Fork	1,3	Co-owned	12	Fish and Wildlife	12/22/70
	Basin 76F Blackfoot River	3	Co-owned	12	Fish and Wildlife	01/06/71
30	Former and Current Versions of Milltown Dam Instream Flow		Co-owned	2	Instream Fishery	12/11/04
32	2004 DNRC-MTFWP Painted Rocks Contract	3	Co-contracted	1	Instream for fish	07/12/04
33	1958 Painted Rocks Contract Including Amendment	3	Co-contracted	1	Maintain fish life	03/05 1958
34	1994 MTFWP-BOR Lake Como Contract	3	Co-contracted	1	Fish / Recreation	07/29/44
35	Placid Creek Instream Flow Right		US BIA in Trust	1	Instream Fishery	Immemorial
36	Kootenai River Tributary Instream Flow		US BIA in Trust	4	Instream Fishery	Immemorial

Reallocation of water to Flathead Irrigation Project Lands - U.S Court of Claims Docket 50233						
Appendix	Description	Note	Owner	# Claims	Purpose	Priority
5	FIIP in 76L and 76LJ	2	US BIA in Trust			

Note 1: These claims were in the compact ratified by the Montana legislature in April of 2015, however the Steve Daines Water Right Projection Act removes them

Note 2: Appendix 5 of the compact represents a reallocation of a small amount of the tribal water right to lands that are served by the Flathead Irrigation Project

Note 3: Appendices approved by the Montana legislature but not submitted to the Court for Review in the preliminary decree

Table 1 quickly shows that the water rights in the Compact bear no resemblance to federal reserved water rights as evidenced by the following facts:

- 1) Many Compact claims are located outside of Flathead Reservation boundaries,
- 2) Most Compact claims do not have a priority date of the federal reservation of land.
- 3) There are no Compact claims that fulfill the primary purpose of the reservation, and
- 4) The Compact fails to quantify the tribes' federal reserved right.

The Compact is silent as to a purpose for the reservation, however a review of the on reservation water rights in it leads one to reasonably conclude that the Compact parties determined that the United States' sole purpose for creating the reservation was "fish and wildlife."

Similarly the purpose stated on hundreds of off reservation water rights is fish and wildlife and all carry a time immemorial priority date. These are not based upon the Winter's Doctrine.

Importantly for the water claims in the Flathead Compact, aboriginal title to the CSKT's off reservation ceded lands and "recognized Indian title" to 485,171 acres within reservation boundaries opened to settlement have been litigated, compensated, and extinguished. Thus, the CSKT are legally precluded from claiming aboriginal rights to these lands, where all right, interest and title has been extinguished and for which they received a final judgment and settlement. (12 Stat. 975, Treaty of Hellgate, Article I)

It is my contention that this Compact, or at a minimum, the legal dispute that underlies it, is clearly one of the "future actions" contemplated in Section 22 of the ICC Act of 1946, when Congress set out to settle the tribe's grievances with finality.

As parties to the CSKT's Indian Claims Commission and U.S. Court of Claims lawsuits and settlements pertaining to the tribe's ceded lands, both the U.S. and CSKT are fully aware that the CSKT is "*barred from asserting all such claims that the tribes claimed*

or could have claimed in any future action.” (17 ICC 297, 1966). If Montana had completed any due diligence, it is also likely that the state was aware of this legal preclusion.

The Compact parties have spent decades negotiating a settlement under the pretense that all of the water claims in the Compact were federal reserved water rights. Instead they pursued on and off reservation unlimited aboriginal water rights with time immemorial priority dates located within and outside of reservation boundaries.

If the tribe is legally precluded from making such claims, and the compact stands, it will have the effect of reversing such preclusion and encompassing it inappropriately in a consent decree.

My concerns have centered around the fact that I should not have had to participate in this proceeding at all had the Compact not overreached outside of reservation boundaries, the Winters Doctrine, and on a water source that affects my water and property rights.

This motion for summary judgment relating to the validity of the State of Montana – Confederated Salish and Kootenai Tribes – United States Water Rights (“Compact”), codified at Mont. Code Ann. § 85-20-1901.

It pertains to the question of issue preclusion for the Flathead Compact with respect to the tribes’ settlements pertaining to lands within and outside of the reservation in the Indian Claims Commission and the United States Court of Claims.

Wherefore, it is respectfully requested that this Court grant plaintiff’s motion in my favor.

Dated this 10th day of July, 2024.

/s/ Elena Ingraham (Motta)

Objector Name

CSKT Indian Claims Commission and U.S. Court of Claims Actions and Settlements

Court / Docket	Tribal Grievances	Findings	Settlement
Indian Claims Commission Docket No. 61 (17 In. Cl. Comm. 297, 1966)	Filed 03/29/1950 – Claiming unconscionable payment for off reservation ceded lands, known as the tribes Claim	<p>Findings of fact on compromise settlement and stipulation agreement for Final Judgment:</p> <ul style="list-style-type: none"> • 09/26/1965 - The court determined that US. acquired Indian title as of March 8, 1859, subject lands consisted of 12,005,000 acres, and payment was unconscionable, finding CSKT was entitled to recover \$5,300,000 less consideration already paid and offsets. • 07/01/1966 -The proposed settlement was approved by CSKT tribal council. • The parties entered into a stipulation agreement asserting: <u>“The judgment shall finally dispose of all claims or demands which petitioner has asserted or could have asserted in this case against defendant, and petitioner shall be barred from asserting all such claims or demands in any future action</u> 	\$4,431,622.18 81 Stat. 13 04/22/1967 payment was distributed per capita with 75% to individual tribal members and 25% to the tribal council
US Court of Claims Docket 50233 (437 F.2d 458, Ct. Cl. 1971)	Filed 07/14/1951 - Complaint pertaining to the opening of reservation and other claims proceeded forward under this docket.	<p>Judgment:</p> <ul style="list-style-type: none"> • 485,171.31 acres of land were taken by US within the meaning of the Fifth Amendment • CSKT lands disposed of by defendant had a fair market value as of the January 1, 1912 date of the taking was \$7,410,000 plus interest thereon as part of just compensation from January 1, 1912 to January 1, 1934 at a rate of 4% per annum until paid. 	\$22,361,549.07 86 Stat. 64 03/17/1972 payment was distributed per capita with 85% to individual tribal members and 15% to the tribal council

54. The parties have entered into a stipulation, made a part of the record herein, which reads:

Before the
INDIAN CLAIMS COMMISSION

THE CONFEDERATED SALISH AND KOOTENAI)	
TRIBES OF THE FLATHEAD RESERVATION,)	
MONTANA,)	
)	
Petitioner,)	
v.)	Docket No. 61
THE UNITED STATES OF AMERICA,)	
)	
Defendant.)	

STIPULATION FOR ENTRY OF FINAL JUDGMENT

It is hereby stipulated and agreed between counsel for the parties that the above-entitled case shall be settled and disposed of by entry of final judgment in the Indian Claims Commission, subject to the following terms and conditions:

1. The Indian Claims Commission shall be asked to approve this stipulation and settlement conditional upon the dismissal of the pending appeal in the Court of Claims (Appeal No. 1-66) and upon such approval by the Commission, the pending appeal shall be dismissed by the Court and the case remanded for entry of final judgment consistent with this stipulation.

2. The offsets asserted in said case shall be compromised and settled in the amount of \$275,000.00. After dismissal of the pending appeal, a final judgment shall be entered in favor of the petitioner against the defendant in the amount of \$4,431,622.18, no review to be sought by either party.

3. The judgment shall finally dispose of all claims or demands which petitioner has asserted or could have asserted in this case against defendant, and petitioner shall be barred from asserting all such claims or demands in any future action.

4. The judgment shall finally dispose of all offsets, claims or demands, which defendant has asserted or could

have asserted against petitioner in this or in any other case from and after July 16, 1855, to and including June 30, 1965, under the provisions of Section 2 of the Indian Claims Commission Act of August 13, 1946 (60 Stat. 1049), or Section 6 of the Act of June 30, 1946 (60 Stat. 715), or Section 2 of the Act of August 12, 1935 (49 Stat. 511, 596).

5. The judgment shall not operate to deprive the defendant of exercising its right to collect from the proceeds of timber sales (as authorized by statute), any expenses of managing, protecting and selling timber as authorized by the Act of February 14, 1920, as amended (25 U.S.C. § 413), nor shall it affect any right of the Confederated Salish and Kootenai Tribes to have credited to their trust funds all or a portion of such administrative deductions by reason of such trust funds having borne expenses of management, protection and sale of timber to the extent provided by 25 U.S.C. § 413.

6. Nothing connected with this compromise may be construed as an admission of either party as to any issues for purposes of precedent in any other case.

/s/ Robert W. Barker
Robert W. Barker

ATTORNEY OF RECORD FOR PETITIONER

/s/ Edwin L. Weisl, Jr.
Edwin L. Weisl, Jr.
Assistant Attorney General

/s/ John D. Sullivan
John D. Sullivan
Attorney, Department of Justice
ATTORNEYS FOR DEFENDANT

APPROVAL OF ATTORNEYS

The foregoing stipulation for compromise and settlement is hereby approved on behalf of Wilkinson, Cragun & Barker, contract claims attorneys for the Confederated Salish and Kootenai Tribes of the Flathead Reservation, Montana,

WILKINSON, CRAGUN & BARKER

By: /s/ Robert W. Barker
A Partner

CERTIFICATE OF SERVICE

This is to certify that the foregoing was served on the following persons as noted below.

<p>Montana Water Court 1123 Research Drive P.O. Box 1389 Bozeman, MT 59771-1389</p>	<p><input type="checkbox"/> E-Filing Service <input type="checkbox"/> U.S. Mail (first class postage) <input type="checkbox"/> <input type="checkbox"/> Federal Express <input type="checkbox"/> Hand-Delivery <input type="checkbox"/> Telefacsimile <input checked="" type="checkbox"/> E-mail: watercourt@mt.gov</p>
<p>United States Todd Kim Assistant Attorney General David W. Harder Senior Attorney for Legal Issues Bradley S. Bridgewater, Trial Attorney, Yosef M. Negose, Trial Attorney U.S. Department of Justice Indian Resources Section Environment & Natural Resources Div. 999 18th St., South Terrace, Suite 370 Denver, Colorado 80202 Rebecca M. Ross, Senior Attorney USDOJ James Cooney, Trial Attorney USDOJ Indian Resources Section, Environment and Natural Resources Div. 150 M Street, NE Washington DC 20002</p>	<p><input type="checkbox"/> E-Filing Service <input type="checkbox"/> U.S. Mail (first class postage) <input type="checkbox"/> <input type="checkbox"/> Federal Express <input type="checkbox"/> Hand-Delivery <input type="checkbox"/> Telefacsimile <input checked="" type="checkbox"/> E-mail: webcontentmgr.enrd@usdoj.gov david.harder@usdoj.gov bradley.s.bridgewater@usdoj.gov efile_denver.enrd@usdoj.gov yosef.negose@usdoj.gov rebecca.ross@usdoj.gov james.cooney@usdoj.gov</p>
<p>State of Montana Molly M. Kelly Montana DNRC Jennifer C. Wells 1539 Eleventh Avenue, PO Box 201601 Helena, MT 59601 Terisa Oomens, MT Attorney General Agency Legal Counsel, Agency Legal Services Bureau 1712 Ninth Avenue P.O. Box 201440 Helena, MT 59620-1440</p>	<p><input type="checkbox"/> E-Filing Service <input type="checkbox"/> U.S. Mail (first class postage) <input type="checkbox"/> <input type="checkbox"/> Federal Express <input type="checkbox"/> Hand-Delivery <input type="checkbox"/> <input type="checkbox"/> Telefacsimile <input checked="" type="checkbox"/> Email: Molly.kelly2@mt.gov Jean.saye@mt.gov J.wells@mt.gov Terisa.oomens@mt.gov</p>
<p>CS&KT Daniel J. Decker Melissa Schlichting Christina M. Courville Zach Zipfel Confederated Salish & Kootenai Tribes Tribal Legal Department PO Box 278 Pablo, MT 59855 Ryan C. Rusche, Sonosky, Chambers, Sachse, Endreson & Perry, LLP PO Box 2930, Columbia Falls, MT 59912</p>	<p><input type="checkbox"/> E-Filing Service <input type="checkbox"/> U.S. Mail (first class postage) <input type="checkbox"/> <input type="checkbox"/> Federal Express <input type="checkbox"/> Hand-Delivery <input type="checkbox"/> Telefacsimile <input checked="" type="checkbox"/> E-mail: Melissa.Schlichting@cskt.org Christina.Courville@cskt.org daniel.decker@cskt.org zachary.zipfel@cskt.org rusche@sonosky.com</p>

Dated this 10th day of July, 2024

/s/ Elena Ingraham (Motta)

Objector Name