



# Eastern Washington Tribal Forestry Trust Mismanagement Litigation

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# Agenda

- Yakama and Colville Breach of Trust Cases
- Breach of Trust Claim Fundamentals
- Breach of Trust Claim Potential Pitfalls
- Alternative Claim: Fifth Amendment Taking
- Conclusion and Questions



# Case Overview: Yakama I

- Facts:
  - 650,000 acre Reservation forest; Tribe-operated sawmill
  - BIA still provides direct services for most federal forestry management
  - Staffing shortages, outdated practices, funding shortages
  - Significant failure to produce timber sales
    - Annual Allowable Cut: 143.5 million board feet
    - Actual harvest averages less than 50% of AAC



Yakama Forestry 2014 Program Review

Findings and Recommendations



Final Report  
January 29, 2015

JONES DEC., EXHIBIT 10  
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“[C]ertain events over the past few years have allowed the BIA’s Yakama Forestry Program to diminish in its capacity to the point that it is on the verge of collapse.” (emphasis added)

- BIA Director Mike Black,  
Washington D.C., 2014

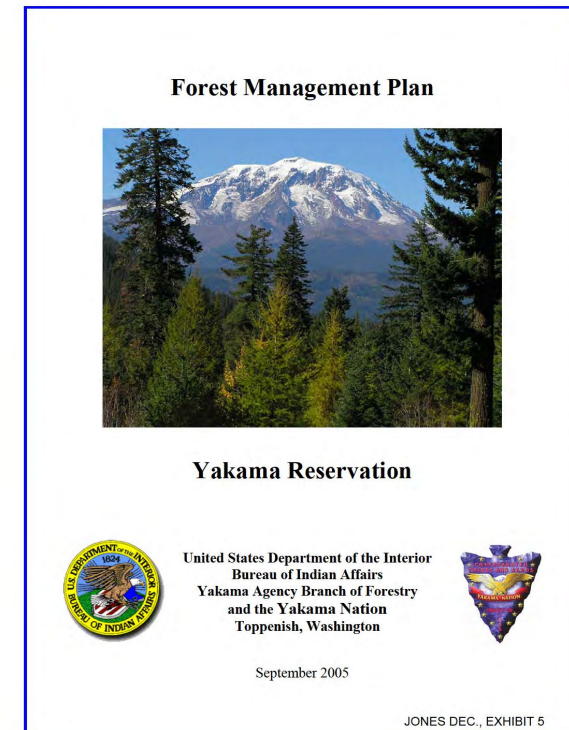
“[A]n honest assessment of the [BIA Branch of Forestry] demands what would be called a hostile takeover of the program.”  
(emphasis added)

- BIA Forest Manager Chad Wallace, Yakama Agency, 2019

# Yakama I Claims

- Claim: Breach of Trust
  - Failure to fulfill comprehensive trust duties established for Indian Forestry
    - Duty to manage the Yakama Forest to sustainably maximize revenue
    - Duty to develop, maintain, and enhance the Yakama Forest in a perpetually productive state
    - Duty to regulate the Yakama Forest for continuous productivity and a perpetual forest business
    - Duty to develop the Yakama Forest so that the Yakama Nation receives the benefit of all the labor and profit that the Yakama Forest is capable of yielding
- Relief Requested: Not less than \$10,000,000

Case 1:19-cv-01966-RTH Document 14-1 Filed 08/24/20 Page 86 of 1288



# Case Overview: Yakama II

- Facts:
  - Federal forestry mismanagement caused fuels buildup across the Yakama Forest
  - Lightning ignited the Cougar Creek Fire on August 10, 2015
  - United States deployed more than 300 firefighters, then withdrew most of those resources to fight fires outside Indian Country
  - Burned more than 40,000 acres of the Yakama Reservation

Confederated Tribes and Bands of the Yakama Nation, et al. v. United States, No. 1:21-cv-01527 (Fed. Cl. 2021)





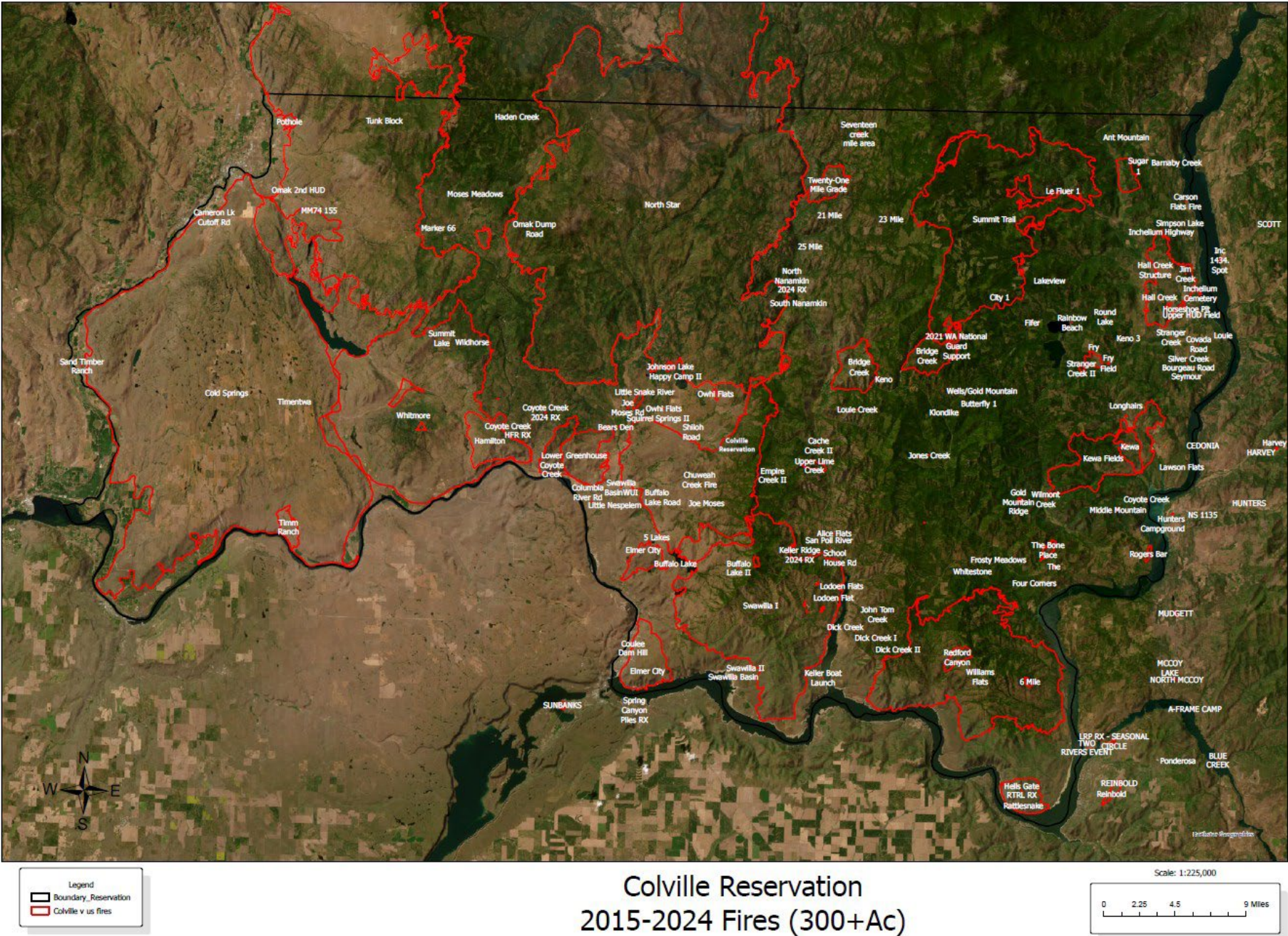
# Yakama II Claims

- Claims:
  - Breach of Trust
    - Duty to manage the Yakama Forest to reduce wildfire risk
    - Duty to prevent wildfires throughout the Yakama Forest
    - Duty to prepare to suppress wildfires within the Yakama Forest
    - Duty to suppress wildfires within the Yakama Forest
  - Fifth Amendment Taking
- Relief Requested: Not less than \$10,000,000





# Confederated Tribes of the Colville Reservation v. United States





Colville: A single, general claim which states in full:

1. The United States possessed and exercised comprehensive authority, control, and supervision over the Tribes' forest and related trust assets.
2. Under the National Indian Forest Resources Management Act (NIFRMA), 25 U.S.C. § 3101 et seq., and other statutes, regulations, and law applicable to forest Tribal trust assets, the United States has fiduciary duties as trustee to manage those assets on the Colville Reservation.
3. The United States breached its fiduciary duties in managing the Tribes' forest trust assets, causing economic loss to the Tribes.
4. As a result of the United States' breaches of its fiduciary duties, the Tribes have been damaged in an amount to be determined at trial.

Colville: 5 Elements of Claim –

Element #1 Fuel Management:

The United States failed to carry out adequate fuels management, such as prescribed fires and thinning. As a result, the size and severity of the fires increased.



## Element #2 Prevention by Preparation:

- The United States failed to maintain an adequate level of readiness to meet normal fire protection need in advance of fires.
- The United States failed to provide adequate firefighting staff, equipment, and fire detection systems or other resources.
- The United States did not construct sufficient fire breaks.

## Element #3 Roads:

The United States failed to perform necessary maintenance on forest roads, resulting in restrictions on access to forests for conducting fuels management, fire prevention, fire suppression, and rehabilitation.



## Element #4 Suppression:

After fires started, the United States failed to:

- provide adequate staff and labor for fire prevention; and
- provide adequate fire suppression resources

resulting in excessive size, severity, and damage caused by the fires.

The United States allocated its resources to fires earlier in the fire season, to the detriment of the Tribes.

The United States directed fire suppression resources to protect off-reservation, non-trust property such as vacation homes as a priority over the Tribes' trust land and forests.

For the North Star and Tunk Block fires, this resulted in a several days-long delay in delivery of fire suppression resources, which allowed the fires to grow massive and beyond control.

## Element #5 Rehabilitation:

After the fires were extinguished, the United States failed to take the required measures to restore damaged roads, protect sacred water resources, rehabilitate soils and control erosion, replant forests, and promote healthy reforestation.

The United States failed to ensure the return of the Tribes' forests to a productive state.



## Money Damages to compensate for:

- value of burned commercial timber stands
- value of delayed and lost future timber growth due to impacts to soils
- cost to build roads
- cost to rehabilitate
- cost to restore soils, waterways
- loss to cultural resources

Colville: Money damages

Extensive damage to the Tribes and its trust resources, including commercial forests, soils, water, fisheries, and cultural resources

Loss of timber production for decades, or in some instances, indefinitely.



# Breach of Trust Claim Fundamentals

Important Decision – Which Court

Why U.S. Court of Federal Claims? Money  
Damages Claim

Non-monetary breach of fiduciary claims?  
File in U.S. District Court



## 28 U.S.C. § 1500

Do not file in both U.S. Court of Federal Claims and U.S. District Court if cases based on “same set of operative facts:”

“The United States Court of Federal Claims shall not have jurisdiction of any claim for or in respect to which the plaintiff or his assignee has pending in any other court any suit or process against the United States or any person who, at the time when the cause of action alleged in such suit or process arose, was, in respect thereto, acting or professing to act, directly or indirectly under the authority of the United States.”

U.S. Supreme Court held that money judgment lawsuits filed in the U.S. Court of Federal Claims must be dismissed if parallel litigation for specific relief is pending in the U.S. District Court. Reading 28 U.S.C. § 1500 as “a robust response” to the burdens of duplicative litigation against the United States, the Court held that a plaintiff may not maintain one lawsuit in the Claims Court while a second lawsuit is proceeding in another court that arises out of the same operative facts, even if the two lawsuits seek wholly different relief. In rejecting the plaintiff’s claim of hardship in that case, the Tohono Court observed that the plaintiff “could have filed in the CFC alone and if successful obtained monetary relief to compensate for any losses caused by the Government’s breach of duty.”

United States v. Tohono O’odham Nation, 563 U.S. 307 (2011).

## Tucker Act – Subject Matter Jurisdiction and Sovereign Immunity Waiver for Money Damages

“The United States Court of Federal Claims shall have jurisdiction to render judgment upon any claim against the United States founded either upon the Constitution, or any Act of Congress or any regulation of an executive department, or upon any express or implied contract with the United States, or for liquidated or unliquidated damages in cases not sounding in tort.”

28 U.S.C. § 1491(a)(1)



## Indian Tucker Act – Subject Matter Jurisdiction and Sovereign Immunity Waiver for Money Damages

“The United States Court of Federal Claims shall have jurisdiction of any claim against the United States accruing after August 13, 1946, in favor of any tribe, band, or other identifiable group of American Indians residing within the territorial limits of the United States or Alaska whenever such claim is one arising under the Constitution, laws or treaties of the United States, or Executive orders of the President, or is one which otherwise would be cognizable in the Court of Federal Claims if the claimant were not an Indian tribe, band or group.”

28 U.S.C. § 1505

# Notable Breach of Trust Cases

- United States v. Mitchell, 463 U.S. 206 (1983) (“Mitchell II”)
- United States v. Navajo Nation, 556 U.S. 287 (2009) (“Navajo II”)
- United States v. White Mountain Apache Tribe, 537 U.S. 465 (2003)
- Arizona v. Navajo Nation, 143 S. Ct. 1804 (2023)

# United States v. Mitchell, 463 U.S. 206 (1983) ("Mitchell II")

- Foundational case for establishing the Court of Federal Claims' subject matter jurisdiction over breach of trust claims under the Tucker Act and Indian Tucker Act.
- Tucker Act and Indian Tucker Act waive federal sovereign immunity, but do not create substantive rights.
- Substantive rights must be found in some other source of law, such as the Constitution, statutes, or regulations.
- Claimant must demonstrate that the substantive source of law can be fairly interpreted as mandating compensation for the United States for the damages sustained.



# Mitchell II Continued . . .

- Do the comprehensive Indian forestry statutes and regulations qualify as substantive sources of law that create substantive rights enforceable against the United States? **Yes.**
  - 25 U.S.C. §§ 406, 407, 466; 25 C.F.R. Part 163
- “The Department of the Interior . . . exercises literally daily supervision over the harvesting and management of tribal timber. Virtually every stage of the process is under federal control.”
  - (internal quotations and citations omitted)

# Mitchell II Continued . . .

- Can the comprehensive Indian forestry statutes and regulations be fairly interpreted as mandating compensation by the United states for the damages sustained? **Yes.**
- “Moreover, a fiduciary relationship necessarily arises when the Government assumes such elaborate control over forests and property belonging to Indians. All of the necessary elements of a common law trust are present: a trustee (the United States), a beneficiary (the Indian allottees), and a trust corpus (Indian timber, lands, and funds).”

# United States v. White Mountain Apache Tribe, 537 U.S. 465 (2003)

- Explains how to distinguish between bare/limited trusts that do not impose money mandating trust duties, and a conventional fiduciary relationship that is money mandating.
- Bare/Limited Trust: Substantive law (GAA) simply prevented the alienation of Indian lands and prevented state taxation of those lands, with Indian allottees being responsible for using, occupying, and managing the land, the United States did not assume fiduciary duties.
- Conventional Fiduciary Relationship: Substantive law assumed full federal responsibility to manage Indian resources and land for the benefit of the Indians (comprehensive forestry statutes and regulations), the United States did create a conventional fiduciary relationship.



# White Mountain Apache Continued . . .

- Beyond surviving a motion to dismiss for lack of subject matter jurisdiction, why does it matter if a Tribe establishes that a conventional trust relationship exists?
- Common law trust principles attach and duties can be inferred
  - Duty of a trustee to preserve and maintain trust assets
  - Standard of care is such care and skill as a person of ordinary prudence would exercise in dealing with their own property
  - Trustee is under a duty to the beneficiary to use reasonable care and skill to preserve the trust property

# United States v. Navajo Nation (“Navajo I”), 537 U.S. 488 (2003)

- Argued and decided the same days as White Mountain, but tribe lost.
- Case concerned federal oversight of hard rock mineral leasing on Indian lands before 1996 regulations required consideration of the best interest of the Indian mineral owner.
- Reaffirmed that “Mitchell I and Mitchell II are the pathmarking precedents on the question whether a statute or regulation (or combination thereof) ‘can fairly be interpreted as mandating compensation by the Federal Government.’”

# United States v. Navajo Nation (“Navajo II”), 556 U.S. 287 (2009)

- The modern recitation of Mitchell II’s framework for establishing subject matter jurisdiction for breach of trust claims
- Step 1: “First, the tribe must identify a substantive source of law that establishes specific fiduciary or other duties, and allege that the Government has failed faithfully to perform those duties.”
  - (internal quotations omitted)
- Step 2: “If that threshold is passed, the court must then determine whether the relevant source of substantive law can fairly be interpreted as mandating compensation for damages sustained as a result of a breach of the duties [the governing law] imposes.”
  - (internal quotations omitted)

# Arizona v. Navajo Nation, 143 S. Ct. 1804 (2023)

- The Supreme Court's most recent recitation of the Navajo II jurisdictional test for Tucker Act / Indian Tucker Act jurisdiction
- Not a case where we would have expected the Supreme Court to apply the Navajo II jurisdictional test (see dissent)
- Focus is on whether a bare/limited trust or a conventional fiduciary relationship was created by an 1868 Navajo peace treaty



# Arizona v. Navajo Nation Continued . . .

- Does not change the Navajo II test for the Court of Federal Claims Tucker Act/Indian Tucker Act jurisdictional analysis.
- Justice Thomas's concurrence identifies three types of trust relationships:
  - General
  - Limited/Bare
  - Conventional Fiduciary

# Breach-of-Trust Claims after Arizona

- The two-part “fair inference” or “‘fair interpretation’ rule” still governs Indian breach-of-trust claims after Arizona per Mitchell II, as reaffirmed by White Mountain and Navajo I. Ute Indian Tribe of the Uintah & Ouray Indian Res. v. United States, 99 F.4th 1353, 1368-69 (Fed. Cir. 2024); Greene v. United States, 100 F.3d 1364, 1366-67 (Fed. Cir. 2024).
- Under that standard, Arizona only precludes such claims where the relevant law “‘said nothing about any affirmative duty for the United States’” and “‘contained no “rights-creating or duty-imposing” language.’” Ute, 99 F.4th at 1365; Greene, 100 F.3d at 1370.

# Navajo II Applied to Yakama I Breach of Trust

- “The government has well-established fiduciary responsibilities in the forest management context.”
  - Yakama I, 153 Fed. Cl. 676, 695 (2021)
- “The Supreme Court in Mitchell II found the forest management statutes are money-mandating.”
  - Id.
- “Ultimately, the Supreme Court’s holding on the federal forest management statutes controls here . . . [a]ccordingly, the Court finds it has jurisdiction over plaintiff’s claim.”
  - Id. at 702-03.

# Yakama I and NIFRMA

- National Indian Forest Resources Management Act, 25 U.S.C. §§ 3101-3120
- Enacted to clarify the United States' fiduciary responsibilities related to federal management of tribal forest lands
- Yakama I confirms that NIFRMA:
  - Did not alter the Mitchell II conventional trust relationship framework
  - Makes clear that the federal government's management responsibilities are not optional
  - Court expressed skepticism that NIFRMA could stand alone as a basis for a breach of trust claim, absent the other forestry statutes and regulations from Mitchell II

# Navajo II Applied to Yakama II Breach of Trust

- “Sections 406, 407, and 5101, as clarified by NIFRMA, accordingly establish specific fiduciary duties on behalf of the government for wildfire prevention and suppression.”
  - Yakama II, 171 Fed. Cl. 692, 712 (2024)
- “In this case, the Court finds both §§ 406 and 407, as clarified by NIFRMA, establish a duty to prevent and suppress fire rooted in the same forestry obligations found to be money mandating in Yakama I.”
  - Id. at 714.
- Note, the Court remained skeptical that NIFRMA-based claims could stand alone as a basis for Tucker Act/Indian Tucker Act jurisdiction absent the underlying statutes from Mitchell II.



Colville Court decision on United States Motion to Dismiss – Money Mandating Duty

Colville court applied the two-step test from Navajo II which it called the “current standard.”

Confederated Tribes of the Colville Reservation v. United States, 171 Fed. Cl. 622, 631 (2024).

# Colville Court: Step One of Navajo II Satisfied

Based on NIFRMA and older timber statutes, court found conventional trust relationship with timber and lands being corpus because the statutes refer to a trust relationship and trust lands and timber.

25 U.S.C. §§ 406, 407, 3101 et. seq., 5109.

The United States has comprehensive control over timber management, relying on Mitchell II and later cases.

Statutes demonstrate more than just a general trust because they set forth specific duties with respect to the forest:

- NIFRMA is specific and not discretionary or optional given its use of the word “shall;”
- federal duties of each of the Colville claims are specified in the statutes and regulations;
- Colville Court relies on old and new statutes and regulations.

Confederated Tribes of the Colville Reservation v. United States, 171 Fed. Cl. 622, 632-49 (2024).

## Colville Court: Step Two of Navajo II Satisfied

Because [25 U.S.C. §§ 406, 407](#), and [5109](#), both on their own and with NIFRMA's instructions, 'clearly establish fiduciary obligations' of the Government to manage fuels and conduct adequate tree thinning, fire prevention, forest rehabilitation, and road maintenance on Indian forest lands, the breach of these duties 'can be fairly interpreted as mandating compensation' for damages.

Confederated Tribes of the Colville Reservation v. United States, 171 Fed.Cl. 622, 649-50 (2024).

# Potential Pitfalls: Statute of Limitations

## 6-Year Statute of limitations

“[e]very claim of which the United States Court of Federal Claims has jurisdiction shall be barred unless the petition thereon is filed within six years after such claim first accrues.”

[28 U.S.C. § 2501](#)

In Colville, United States asked to dismiss the fuels management, prevention by preparation and roads claims. United States argued that the Tribes knew of these alleged breaches more than 6 years prior to filing suit.

United States argument was based primarily of reporting in 1993, 2003 and 2013 by the Indian Forest Management Assessment Team (IFMAT) reports and Tribes' participation in managing the forest per PL 93-638 contracts.

## Statute of Limitations: Claim Accrual

In claim for breach of fiduciary duty, cause of action accrues when trustee repudiates the trust or beneficiary knew or should have known of the breach.

Confederated Tribes of the Colville Reservation v. United States, 171 Fed.Cl. 622, 651 (2024).

Knew or should have known:

“when all the events which fix the government's alleged liability have occurred and the plaintiff was or should have been aware of their existence.”

Hopland Band of Pomo Indians, 855 F.2d 1573, 1577 (Fed. Cir. 1988).

Claim does not accrue until damages first suffered.

Confederated Tribes of the Colville Reservation v. United States, 171 Fed.Cl. 622, 651 (2024).



## Statute of Limitations: Continuing Claim Doctrine

The “continuing claim doctrine” applies when the plaintiff’s claims can be broken down into a series of independent and distinct wrongs or events, each such wrong or event having its own associated damages, and each wrong constituting an alleged violation of a statute or regulation that accrued when that particular wrong occurred, independent of the accrual of other wrongs.

The continuing claim doctrine operates to save later arising claims even if the statute of limitations has lapsed for earlier events.

Confederated Tribes of the Colville Reservation v. United States, 171 Fed.Cl. 622, 651 (2024).

# Colville Court did not dismiss claims based on statute of limitations because:

- at least portions of the claims for fuels management, prevention by preparation, and roads are based on alleged breaches that occurred within the 6-year limitations period;
- duties to manage fuels, engage in fire prevention, and maintain roads are continuing and therefore accrued within the six-year statute of limitations for claims asserted in Court of Federal Claims each time that United States breached those duties.

In general, Colville Court granted the motion to dismiss insofar as it seeks to dismiss Plaintiff's claims that accrued more than six years before the filing of its complaint, but what claims accrued prior to 2015 presented issues of fact to be resolved later.

Confederated Tribes of the Colville Reservation v. United States, 171 Fed.Cl. 622, 655 (2024).

# Potential Pitfalls: Settlement Agreements

## Settlement Agreement Wavier of Claims

The Colville Tribes settled a breach of trust case in 2012. The Settlement Agreement states:

“Plaintiff hereby waives, releases, and covenants not to sue in any administrative or judicial forum on any and all claims, causes of action, obligations, and/or liabilities of any kind or nature whatsoever, known or unknown, regardless of legal theory for any damages ... that are based on harms or violations occurring before the date of this Court’s entry of this Joint Stipulation of Settlement as an Order and that relate to Defendants’ management or accounting of Plaintiff’s trust funds or Plaintiff’s non-monetary trust assets or resources.”

Colville Court held:

Claims against United States for failure to manage fuels, engage in fire prevention by preparation, and maintain roads were barred by the settlement agreement, to extent claims were based on harms or violations occurring before judicial approval of agreement.

Known or unknown claims barred.

Any violation that had occurred barred whether there was any harm at the time of the settlement.

Confederated Tribes of the Colville Reservation v. United States, 171 Fed.Cl. 622, 655-56 (2024).

# Alternative Claim: Fifth Amendment Taking

“[N]or shall private property be taken for public use, without just compensation.”

- U.S. CONST. amend. V, cl. 4



# Fifth Amendment Takings Clause Claims

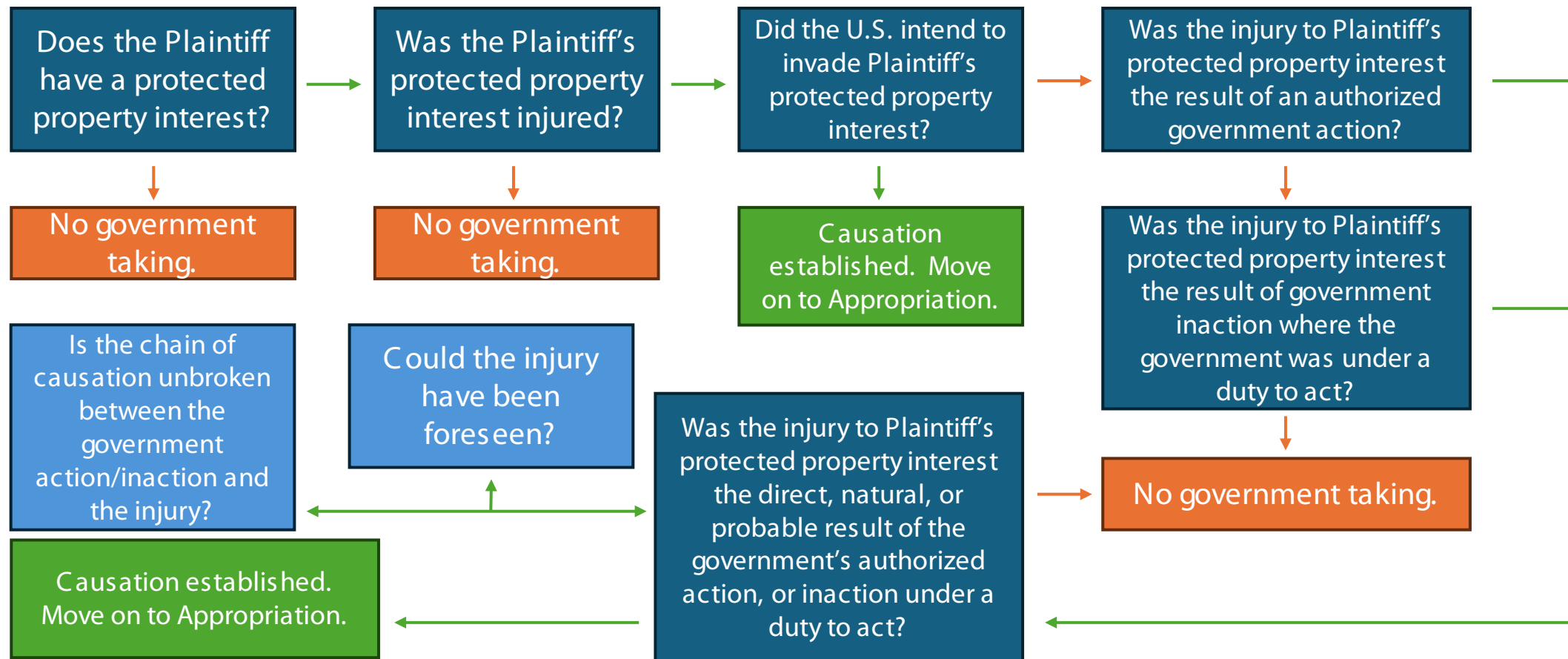
- Subject Matter Jurisdiction under Navajo II
  - Fifth Amendment is a substantive source of law that is money-mandating
  - Only question is whether the claim is frivolous
    - *Moden v. United States*, 404 F.3d 1335 (Fed. Cir. 2005)
- "When a party pleads the predicates for a takings claim . . . The court possesses jurisdiction to entertain such claims."
  - *Cacciapalle v. United States*, 148 Fed. Cl. 745, 775 (Ct. Cl. 2020)



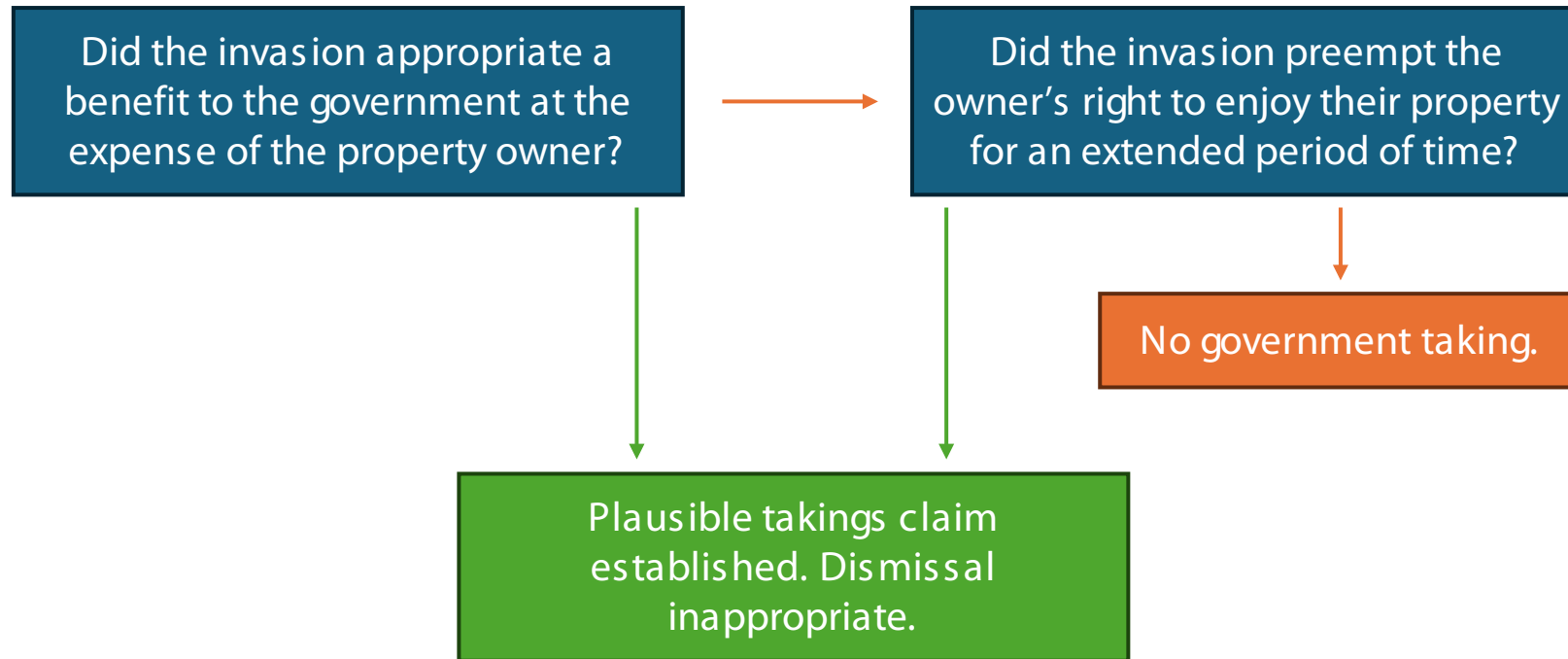
# Predicates for a Takings Clause Claim

- Ridge Line Two-Part Test
  - Causation: Did the U.S. intend to invade a protected property interest, or was the invasion the direct, natural, or probable result of an authorized government action?
  - Appropriation: Did the U.S. appropriate a benefit to itself at the expense of the property owner, or at least deprive the property owner of the use and benefit of his property for an extended period of time?
    - Ridge Line, Inc. v. United States, 346 F.3d 1346, 1355-56 (Fed. Cir. 2003)

# Fifth Amendment Takings: Causation



# Fifth Amendment Takings: Appropriation



Kelo v. City of New London, 545 U.S. 469 (2005); St. Bernard Parish Gov't v. United States, 887 F.3d 1254 (Fed. Cir. 2018); Georgia Power Co. v. United States, 224 Ct. Cl. 521 (1980)

# Takings Claim in Yakama II: Causation

- Protected Property Interest: Trust Timber (25 U.S.C. § 406(a))
- Injury: Trust Timber burned due to Cougar Creek Wildfire
- Government Action to Cause Injury:
  - Failure to manage Yakama Forest for wildfire risk
  - Withdrawal of fire suppression resources
- Foreseeable: Fuel buildup → Catastrophic Wildfire
- Unbroken Chain of Causation: Slash Piles, Withdrawal of Firefighters

# Takings Claim in Yakama II: Appropriation

- Appropriate a Benefit to the Government: Resource Benefit
- Preempt Owner's Right to Enjoy Property for an Extended Period of Time: Loss of old growth timber, loss of a generation of commercial timber, soil damage



# Yakama II Takings Claim Allowed to Proceed (in part)

- “[T]he Court accordingly finds plaintiffs have plausibly alleged a conflagration was the direct, natural, and probable result of the accumulation of fuel loads—the growth of the slash piles—despite the potentially intervening cause of a lightning strike.”
  - Yakama II, 1:21-cv-01527 at 35 (Ct. Cl. June 3, 2024)
- “The weight of authority indicates that government inaction cannot give rise to a takings claim.”
  - Dismissed takings claims related to forest mismanagement and the federal government’s withdrawal of firefighting resources.
  - Yakama II, 1:21-cv-01527 at 37-38 (Ct. Cl. June 3, 2024)
  - But see, *Georgia Power Co. v. United States*, 633 F.2d 554 (Ct. Cl. 1980) (“a taking may not result from this discretionary action absent a duty to act.”)



# Takeaways from Yakama I and II and Colville



- Mitchell II's recognition of a conventional trust relationship for Indian forestry is alive and well.
- We have greater clarity that the Court of Federal Claims will recognize the trust duties enumerated in NIFRMA, as long as they are tied to the statutes and regulations discussed in Mitchell II.
- Takings claims in the context of Tribal breach of trust claims are still novel but should be considered where the federal government takes affirmative action to breach their trust duties.
- The pace of litigation brought against the United State is deeply concerning, and it may only get worse.
- Be careful with discovery requests – consider making RFPs more targeted because the US takes so long to produce documents.





THANK YOU



# Speaker Bio's

- Ethan Jones is Of Counsel for Galanda Broadman, which is an indigenous rights law firm based out of Seattle, WA. Ethan works out of their Yakima Office, where his practice focuses on litigation and civil legal representation of Tribal Governments and their economic enterprises. Before joining Galanda Broadman, Ethan served as Lead Attorney for the Confederated Tribes and Bands of the Yakama Nation where he worked for 12 years. While serving as Lead Attorney, Ethan was the Yakama Nation's counsel of record in two ongoing breach of trust lawsuits pending before the United States Court of Federal Claims.
  - Contact Information: (509) 317-1430 ; ethan@galandabroadman.com
- Brian Chestnut is a partner at Ziontz Chestnut, a Seattle-based law firm that almost exclusively represents Tribes and related entities. Brian has worked on many diverse Tribal issues including breach of trust litigation. Beginning in 2000, he has served as plaintiff's attorney in federal court cases in which Tribes claimed breach of trust for mismanagement of trust funds, oil and gas, timber, dams, roads, sand and gravel, and other land-based claims. He is currently counsel for the Confederated Tribes of the Colville Reservation in the United States Court of Federal Claims in a breach of trust lawsuit for mismanagement of timber and related resources, and counsel for the Northern Cheyenne Tribe in United States District Court in a breach of trust lawsuit for failure to provide proper and sufficient law enforcement services.
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