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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

NINILCHIK NATIVES ASSOCIATION,)	
INC.,)	
Plaintiff,)	MEMORANDUM IN OPPOSITION
)	TO CIRI'S MOTION TO JOIN PARTIES
vs.)	
COOK INLET REGION, INC.,)	Re [Motion at Docket 5]
Defendant.)	
_____)	Case No:3:10-cv-75

Ninilchik opposes CIRI's MOTION FOR ORDER TO JOIN PARTIES OR FOR DISMISSAL OF CASE [Docket 5] because complete relief is possible among those already parties, the absent parties do not have a legally protected interest in the outcome of this case, and CIRI does not face a risk of inconsistent rulings. Therefore, no other parties are necessary to resolve this dispute. Ninilchik asks that the court deny the motion and order CIRI to file an answer.

I. Introduction:

In its lawsuit against CIRI, Ninilchik seeks a judgment that CIRI is required to satisfy Ninilchik's Alaska Native Claims Settlement Act (ANCSA) section 12(a) entitlement by conveying title to the surface estates for lands identified and prioritized in Ninilchik's 2008 Request for Reconveyance to Ninilchik. See [Complaint, Docket 1 at pg. 20.] In making its section 12(a) selections in 2008, Ninilchik was complying with the instructions given by the Ninth Circuit Court of Appeals which held that Ninilchik "must fulfill its section 12(a) entitlement from Appendix A land not subject to other villages' Sec. 12(a) selections." See *Chickaloon-Moose Creek Native Assoc. Inc. v. Norton* 360 F.3d. 972, 984 (9th Cir. 2004). Following this directive, Ninilchik identified its section 12(a) selections, choosing lands in Appendix A that were not selected by any other village as a part of its section 12(a) selections or section 12(a) over-selections.¹

CIRI rejected Ninilchik's section 12(a) selections and claimed the authority to fulfill Ninilchik's section 12(a) entitlement from Ninilchik's Methods A, C, and D selections made in 1974. See [Memo. In Supt of Motion to for Order to Join at Docket 6, pg. 8 and Exhibit A at pg. 5-10] In making this determination, CIRI ignored the fact that the Ninth Circuit considered and rejected the procedure that would limit Ninilchik's section 12(a) selections to Appendix A selections made in Methods A, C, and D. The Ninth Circuit stated:

There are available lands within Appendix A that Ninilchik selected in the alternative rounds that were based on contingencies that did not occur. The operative selection round, however, was Round B, and Ninilchik has exhausted its Round B section 12(a) selections in the Appendix A lands. See *Chickaloon-Moose Creek*, 360 F.3d. at 984 fn. 5.

¹ The villages and CIRI have discussed the possibility that the section 12(a) over-selections could be a starting point for the Section 12(b) selection process.

Thus, CIRI's rejection of Ninilchik's section 12(a) selections and the procedure CIRI employed to attempt to identify Ninilchik's selections conflicts Ninth Circuit's analysis that compelled the holding:

Ninilchik . . . must fulfill its section 12(a) entitlements from Appendix A land not subject to other Villages' section 12(a) selections. Everything we have said thus far compels this conclusion. See *Chickaloon-Moose Creek* at 984.

Ninilchik filed this litigation to enforce its section 12(a) selection rights. Thus the subject matter of this lawsuit is the Ninilchik's section 12(a) selections rights.

Each of the Five Villages have fully exhausted their section 12(a) selection rights from other lands. CIRI claims that the land that Ninilchik receives as its section 12(a) entitlement "should be available for selection by all Village Corporations to fulfill their Section 12(b) entitlements." See [Docket 6 at pg. 9.] However, *any* land Ninilchik receives as section 12(a) land will not be available for selection under section 12(b). Furthermore, under ANCSA, if CIRI is not required by the court to convey the land to Ninilchik as a section 12(a) selection, as Ninilchik has asked, CIRI may choose to keep the land for itself. Under section 12(b) of ANCSA, CIRI appears to have broad and unreviewable power over what land is available for the Villages as section 12(b) land. See 43 U.S.C. 1611(b).

CIRI has fails to articulate the interest that the Five Villages have in the outcome of this dispute. Before filing this suit, Ninilchik sent a letter (Attachment A) to the other villages explaining that Ninilchik was preparing to take court action against CIRI to require CIRI to convey to Ninilchik its Section 12(a) selections. See [Affidavit of Bruce Oskolkoff at ¶ 2] Ninilchik asked each of the Five Villages by this letter to identify any

objections to Ninilchik's Section 12(a) selections quoting a letter of December 23, 2009 from CIRI president Margaret Brown in which she said that certain lands were selected by NNAI "over the objections of the remaining villages." See [Attachment A] Ninilchik asked each village:

"If that is an accurate statement from your perspective, we would like to know specifically what your objections are. If you contend that our selections were somehow invalid, please explain why. If any village claims that any of our 12(a) selections conflicts with its selection rights under either section 12(a) or 12(b) of the ANCSA, please tell us in either case the basis upon which you assert such a claim. If you claim an interest in any of the section 12(a) lands we have selected on any basis whatsoever, please explain the nature of your claimed interest and how you acquired it." See [Id.]

None of the Five Villages responded, objecting to Ninilchik's Section 12(a) selections or otherwise. See [Affidavit of Bruce Oskolkoff at ¶ 4] Ninilchik also sent another letter (Attachment B) to the Five Villages notifying them that CIRI was attempting to compel their participation in this suit. See [Affidavit of Bruce Oskolkoff at ¶ 3]

CIRI justifies its refusal to honor Ninilchik's section 12(a) selections by pointing to the interest of the other villages. But these unarticulated interests are not *legally protected interests* within the meaning of Civil Rule 19. The only real parties at interest in this lawsuit are CIRI and Ninilchik. Therefore, CIRI's motion to join the Five Villages must be denied.

II. **Relation to Opinion of the court in 3:09-civ-00035 JWS (July 30, 2009).**²

In its Memorandum in support of its motion, CIRI mentions that it is ironic that this dispute was not decided a year ago, its efforts to seek "guidance and relief from this

² In its Memorandum in Support of Motion, CIRI states (Docket 6, p.2) that "The background facts to this dispute are set forth in CIRI's complaint filed in the 2009 Case." Not so. No Answer was ever filed in that case. The sufficient background facts are as stated in *Seldovia Native Assoc., Inc. v. United States*, 144 F.3d 769 (9th Cir. 1998) and *Chickaloon-Moose Creek Native Assoc., Inc. v. Norton*, 360 F.3d 972 (9th Cir. 2004).

Court” having been defeated by Ninilchik’s Motion to dismiss on jurisdictional grounds. See [Docket 6 at pg. 2-3] But the dispute today is not the dispute of last year. Ninilchik’s complaint in this action is that CIRI has failed to convey Ninilchik’s section 12(a) selections, as required by law and as affirmed by the Ninth Circuit Court of Appeals. CIRI says it “attempted to transfer to Ninilchik, as well as the other village corporations, their remaining 12(a) entitlements.” See [Id. at pg. 2] Not so. CIRI pledged to convey to all the other villages their 12(a) entitlements as each village had identified them. Only in the case of Ninilchik has CIRI “attempted” to convey lands of CIRI’s choosing to Ninilchik in lieu of each village’s own selections. The “cases and controversies” ruling of the court on July 30, 2009 is still good in its application to any claim of the “Five Villages.” See [Order and Opinion 3:09-cv-00035 JWS, Docket entry 34] They each lack a litigable interest in Ninilchik’s complaint against CIRI. The statutory discretion conferred on CIRI referred to in the court’s opinion to consider “historic use, subsistence needs, and population” applies to section 12(b) only, selection nominations that have yet to be finalized. See [Id at pg. 9] The conveyance of section 12(a) entitlement is mandatory.

III. Legal Standard for Rule 19 Motions to Require Joinder

CIRI bears the burden of persuading this court that the Five Villages are necessary parties under Civil Rule 19. See *Makah Indian Tribe v. Verity*, 910 F.2d 555, 558 (9th Cir. 1990). To determine if the Five Villages are necessary to the suit, the court must undertake a two-part analysis. First, the court must decide if *complete relief* is possible among those already parties to the suit. See *Id.* Next, the court must determine whether the Five Villages have a *legally protected interest* in the suit. See *Id.* If a legally

protected interest exists, the court must further determine whether that interest will be *impaired or impeded* by the suit. Impairment may be minimized if the absent party is adequately represented in the suit. *See Id.* Finally, the court must consider whether CIRI is at *risk of inconsistent rulings* if the Five Villages are not joined. *See Id.*

IV. The Court may grant complete relief to Ninilchik without the Five Villages

In this case, the court may grant complete relief to Ninilchik without the participation of the other villages. CIRI holds title to the land that Ninilchik is asking the court to order CIRI to convey to Ninilchik. Thus, *complete relief* is possible with the CIRI as the only defendant.

V. The Five Villages do not have a legally protected interest in this suit

Furthermore, the Five Villages do not have a *legally protected* interest in the suit. Recently, in *Cachil Dehe Band v. California*, 547 F.3d 962 (9th Cir. 2008), the Ninth Circuit decided a Rule 19 issue and analyzed whether an absent party had a legally protected interest in the outcome of the suit. The court noted that there are few categorical rules to inform the inquiry. *See Id.* at 970. While “the interest at stake need not be property in the sense of the due process clause,” nonetheless, “the interest must be more than a financial stake, and more than speculation about a future event.” *See Id.* The Ninth Circuit “emphasized the ‘practical’ and ‘fact-specific’ nature of the inquiry.” *See Id.*

In its motion, CIRI claims that the Five Villages have two distinct interest in the suit, (1) that they have a Section 12(b) interest in the land that Ninilchik seeks and (2) that they are parties to the 12(a) Conveyance Agreement. *See* [Docket 6 at pg. 9] Each of CIRI’s stated reasons fails because regardless of the outcome of this lawsuit,

the Five Villages completed section 12(a) selections are undisturbed and they will receive some section 12(b) entitlement from CIRI, in the exercise of CIRI's discretion.

CIRI implies the Five Villages have a legally protected 12(b) interest in the specific tracts of land that Ninilchik selected as section 12(a) selections. See [Id.] They do not because CIRI is compelled by Ninilchik's section 12(a) preference right to convey the tracts to Ninilchik and no village poses a conflicting section 12(a) claim. In addition, section 12(b) provides that CIRI shall "reallocate" the section 12(b) acreage to the villages on "an equitable basis" and that the actions of CIRI "shall not be subject to judicial review." See 43 U.S.C. 1611 (b). Thus even if this court awards the land that is subject to this suit to no provision of law or contract that requires CIRI to convey the lands to one of the Five Villages as a section 12(b) entitlement.³ Instead, CIRI expresses *the sentiment* that the land "should be available for selection by all Village Corporations to fulfill their Section 12(b) entitlements." See [Id. at 9] This *sentiment* is not a *legally protected interest* within the meaning of Civil Rule 19.

CIRI also asserts that the Five Villages must be joined because "[e]ach Village Corporation is a party to the 12(a) Agreement" and thus necessary to "resolving the proper interpretation of that Agreement." See [Id. at pg 9] CIRI cites *Wilbur v. Locke*, 423 F.3d 1101, 1113 (9th Cir. 2005) as authority for this proposition. In *Wilbur v. Locke*, the court held that the parties to a compact were necessary parties to the action because the plaintiff had to "establish the illegality of the Compact in order to succeed on the merits of any of their claims." See *Id.* at 1112. But in this case, CIRI has not alleged that the injunction that Ninilchik seeks would invalidate the 12(a) Conveyance

³ See also [Order and Opinion 3:09-cv-00035 JWS at pg. 9] ("A reasonable exercise of CIRI's discretion might convey a small part, a large part, all, or none of any particular defendant Village Corporation's Section 12(b) selections to it.")

Agreement or cause CIRI to violate the terms of the 12(a) Conveyance Agreement. Because the court could grant Ninilchik full relief without rendering the 12(a) Conveyance Agreement illegal or impairing the rights of the Five Villages, the Five Villages are not necessary parties to this action. *See N.D. ex rel. litem v. Hawaii Dept. of Educ.*, 600 F.3d 1104, 1110 (9th Cir. 2010).

Instead of asserting the Five Villages rights under the 12(a) Conveyance Agreement, CIRI claims other villages are necessary parties to the suit because CIRI decided to reject Ninilchik's Section 12(a) selections based upon CIRI's interpretation of the 12(a) Conveyance agreement. CIRI claims to have "based its final 12(a) determinations on the requirements of the 12(a) Agreement." *See* [Docket 6 at 9] This assertion is not sufficient to make the Five Villages necessary parties to this suit. The Five Villages Corporations have received all of their Section 12(a) entitlements under the 12(a) Conveyance Agreement. This lawsuit cannot affect those conveyances. *See* [Docket 6 at pg. 7] Thus the Five Villages will receive all benefits that that they can hope to capture from the 12(a) Conveyance Agreement.

The "Consent to Conveyance" stands as another reason that the Five Villages lack standing to be parties to this suit. Each of the Five Village Corporations released their claims related to their Section 12(a) entitlement. *See* ["Consent to Conveyance" at Docket 6 Exhibit B, pg. 3]. Ninilchik withheld its release with respect to its dispute with CIRI over its 12(a) selection but this was Ninilchik's reservation of rights, alone. *See* [Id. at 3-4]

In sum, the injunction that Ninilchik seeks in this lawsuit would not cause CIRI to violate the terms of the 12(a) Conveyance Agreement and the 12(a) Conveyance

Agreement does not give the Five Villages an interest in the outcome of this suit. Therefore, CIRI has failed to demonstrate that the Five Villages have a *legally protected interest* in the outcome of this lawsuit.

VI. CIRI does not face the risk of conflicting obligations because the Five Villages cannot sue CIRI

CIRI also claims that the Five Village Corporations are necessary parties because failure to join them may expose CIRI to “multiple, or otherwise inconsistent obligations.” CIRI speculates that “[i]n one case, a court might uphold CIRI’s final 12(a) determinations, and in another case, a court might order CIRI to convey to Ninilchik its 2008 12(a) selections.” See [Docket 6, at pg. 10] It is not clear what other cases CIRI is referring to. Each of the other Five Villages Corporations has released their claims against CIRI related to the Section 12(a) Conveyances. See [Consent to Conveyance *supra*] Thus it is not clear how CIRI could be subject to conflicting court orders. In the event that another suit is filed, CIRI may bring the Consent to Conveyance document to the attention of this court. Furthermore, CIRI is not subject to suit for decisions related to section 12(b) allocations. See 43 U.S.C. 1611(b). Therefore, CIRI is not in danger of being sued, in good faith, by any of the Five Villages.

VII. CIRI has a interest in the land that is subject to this suit and can adequately represent any interest of the Five Villages

Even if the court concludes that the Five Villages interest in having the lands available for section 12(b) selection is a *legally protected interest*, CIRI can adequately represent their interest. If the court denies Ninilchik’s request for an order requiring CIRI to convey the land to Ninilchik, CIRI has discretion to keep the land for itself. This gives CIRI ample incentive to contest Ninilchik’s section 12(a) selection rights. CIRI is

capable of protecting its own interests. And to the extent that CIRI claims to be acting in the best interest of the Five Villages, CIRI can adequately protect those interests as well. A trust obligation is imposed on CIRI under section 12(b), even if the beneficiaries appear to have no legal rights to contest decisions made pursuant to that trust.

VIII. Conclusion

The subject matter of this litigation is Ninilchik's section 12(a) selection rights. CIRI has rejected Ninilchik's section 12(a) selections in violation of ANCSA and the holding of the Ninth Circuit in *Chickaloon v. Norton*. Because complete relief is possible among those already parties, the absent parties do not have a legally protected interest in the outcome of this case, and CIRI does not face a risk of inconsistent rulings, the Five Villages are not necessary parties under Civil Rule 19 and CIRI's motion for an order requiring Ninilchik to join the Five Villages must be denied.

Dated: June 1, 2010

Havelock & Duffy

By: /s/
Brian Duffy AK Bar #0307036
John Havelock AK Bar #6101006

Betts, Patterson & Mines, P.S.

By: /s/
James D. Nelson, AK Bar #0410057

CERTIFICATE OF SERVICE

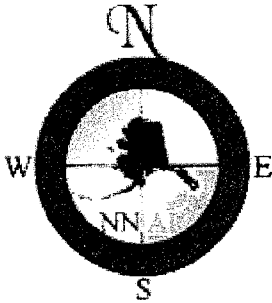
The undersigned hereby certifies that on the June 1, 2010, a true and correct copy of this document and its attachments was served on:

Jahna M. Lindemuth

Keith A. Sanders
DORSEY & WHITNEY LLP
1031 West 4th Avenue, Suite 600
Anchorage, Alaska 99501-5907

by electronic means through the ECF system
as indicated on the Notice of Electronic Filing,
or if not confirmed by ECF, by first class regular mail.

Brian Duffy ABA #0307036
Havelock & Duffy



Ninilchik Natives Association, Inc.

P.O. Box 39130
Ninilchik, AK 99639

Phone: (907) 567-3866
Fax: (907) 567-3867

March 11, 2010

Knikatu, Inc.
Raymond Theodore, President
P.O. Box 872130
Wasilla, AK 99687-2130

Re: 12(a) Conveyances

Dear Mr. Theodore:

On December 29, 2009, Ninilchik Natives Association, Inc. (NNAI) received from Cook Inlet Region, Inc. (CIRI), two packets containing two quitclaim deeds from CIRI to NNAI. One packet included a letter signed by Ms. Kim Cunningham, CIRI Director of Lands and Resources, stating that the enclosed deeds were issued in final satisfaction of the remaining ANCSA section 12(a) conveyances from CIRI to NNAI pursuant to the ANCSA and the related agreements among the U.S. Government, CIRI and the village corporations of the Cook Inlet Region. The second packet contained a map of conveyance detail based upon the legal descriptions in the deeds, and a letter dated December 23, 2009 signed by Ms. Margaret Brown, CEO of CIRI, which explained and attempted to justify CIRI's actions in presenting NNAI with deeds to lands that did not conform to NNAI's 12(a) selections.

NNAI was dismayed to find that the deeds it received from CIRI described only a single tract of land selected by NNAI in 2008 under the provisions of section 12(a) of the ANCSA and submitted to CIRI and the Department of Interior, BLM. On its own initiative, CIRI decided to convey lands that were selected by NNAI in 1975 subject to conditions that never became operative, and ignore the valid selections made by NNAI in 2008. It is our position that CIRI has no legal authority to choose the land to be conveyed to NNAI under section 12(a) of the ANCSA. Only NNAI can make that choice. NNAI strongly objected to CIRI's actions, rejected the deeds, and returned them to CIRI.

The letter from CIRI president Margaret Brown attempted to explain why CIRI conveyed other lands to NNAI, rather than NNAI's valid 2008 selections. None of CIRI's arguments in support of its proposed conveyance of lands that do not conform to NNAI's selection priorities is based in law; nor is there any provision in any agreement that authorizes CIRI to do what it did. In our view, CIRI's actions are totally unjustified and its reasoning hopelessly flawed. If such distorted reasoning prevails, it would certainly jeopardize and quite possibly unravel the very agreements that govern the land selection and conveyance process and that have been relied upon by the Cook Inlet village corporations, including NNAI.

We do not know if other village corporations are aware of the circumstances described above. However, we feel obligated to inform you of the position CIRI has taken with respect to our section 12(a)

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Exhibit A

March 11, 2010
Page 2

entitlement, its refusal to convey to us the lands we have properly selected as it is obligated to do, and what we intend to do about it. In recent months, it has become obvious to us, and perhaps to you as well, that CIRI has been working in a manner that is contrary to the interests of the Cook Inlet villages, as each village attempted to resolve its conveyance issues and priorities. It remains unclear whether CIRI's actions were motivated by self-interest, influenced by others, or both. In any event, CIRI has ventured far beyond its role as trustee of the land it is holding for conveyance to Ninilchik. Under section 12(a) of the ANCSA, CIRI has no discretionary authority whatsoever. Nevertheless, instead of conveying our selected lands as required, CIRI has allowed the land selection and conveyance process established by federal law, the Cook Inlet 12(a) Agreement, and the mutual agreement of the Cook Inlet villages to be manipulated to our disadvantage. In our view, for whatever reason, that is precisely what has occurred.

We do know that we have but one remaining opportunity to fulfill our section 12(a) entitlement. The land that is deeded to us should be the land NNAI has chosen for conveyance, not land that CIRI decides to convey. That is our absolute right. We have no desire to cause further delay in the fulfillment of the villages' 12(a) entitlements or the commencement of the 12(b) selection process. CIRI's refusal to convey the lands NNAI has validly selected, however, leaves us with no alternative except to pursue immediate legal action against CIRI.

In Chickaloon-Moose Creek Native Association v. Norton, the Ninth Circuit Court of Appeals held:

Because there are Appendix A lands available, it [NNAI] cannot resort to Appendix C and must fulfill its section 12(a) entitlements from Appendix A land not subject to other villages' section 12(a) selections. Everything we have said thus far compels this conclusion.

This decision was adverse to NNAI, but we were determined to make the best of it. In making its 12(a) selections, NNAI has strictly complied with this mandate. Our selections have been made from what is left of the Appendix A lands that no one else selected. None of the lands we have selected is subject to the 12(a) selections of any other village. NNAI exercised great care to avoid any selection or top-filing overlap onto the Appendix A selections of other villages. During this process, no one questioned our right to select any of the remaining unselected lands described in Appendix A. In fact, CIRI as much as demanded that we make our selection in the very area in which the lands we have chosen, and that CIRI is now refusing to convey, are located. It was only after NNAI selected lands that might be of potential significance if the Pebble Mine project is ever developed that CIRI attempted to limit the Appendix A lands from which NNAI may make its final 12(a) selections. We think this is contrary to law, grossly unfair to NNAI, and disadvantageous to the other villages that desire to proceed with their 12(b) selections.

In her letter dated December 23, 2009, Margaret Brown suggested that certain lands were selected by NNAI "over the objections of the remaining villages." If that is an accurate statement from your perspective, we would like to know specifically what your objections are. If you contend that our selections were somehow invalid, please explain why. If any village claims that any of our 12(a) selections conflicts with its selection rights under either section 12(a) or 12(b) of the ANCSA, please tell

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Page 3

us in either case the basis upon which you assert such a claim. If you claim an interest in any of the section 12(a) lands we have selected on any basis whatsoever, please explain the nature of your claimed interest and how you acquired it. Similarly, we would also be interested in knowing if you do not claim an interest in the lands NNAI has selected as part of its 12(a) entitlement. We respectfully request your response in the next thirty days so that we may expeditiously address all outstanding issues with CIRI and obtain new or corrected deeds to complete NNAI's 12(a) land conveyances. One of our objectives, in addition to obtaining conveyances from CIRI of the section 12(a) lands we have selected, is to resolve once and for all any potentially conflicting claims to those lands.

Although we cannot control what CIRI may do in the course of the litigation we are being forced to initiate, or whether or not it will add other parties to the lawsuit, it is our sincere desire to accomplish our stated objective without involving any other villages in our legal dispute with CIRI. It should be understood, however, that NNAI is fully prepared to vigorously pursue its ANCSA section 12(a) land rights as against CIRI or any other party as may be necessary to achieve a complete and final resolution of our 12(a) entitlement.

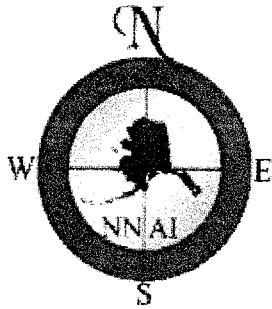
We would be pleased to provide a copy of NNAI's 12(a) selections and legal descriptions upon request if you do not presently have them. I am also available to speak directly with the representatives of any of the Cook Inlet villages if there is any other information I may be able to provide regarding this extremely important subject. I can be reached at our offices at 907-567-3866 during weekdays and at any time on my direct cell phone number, 907-394-3668. Thank you very much for your time and consideration of this critical issue which potentially affects the interests of all the villages in finally achieving the long awaited resolution and closure of village corporation land conveyances in the Cook Inlet Region.

Respectfully,



Bruce Oskolkoff
Director, Land and Resources

BO:mek



Ninilchik Natives Association, Inc.

P.O. Box 39130
Ninilchik, AK 99639

Phone: (907) 567-3866
Fax: (907) 567-3867

May 13, 2010

Seldovia Native Association
Lee Barlow, Chief Executive Officer
PO Drawer L
Seldovia, AK 99663-0250

Re: CIRI Request to Join Parties

Dear Lee Barlow:

On March 11, 2010, we wrote to you and each of the other Cook Inlet village corporations and asked that you advise us if you claim an interest in any of the lands that Ninilchik has selected as part of its 12(a) entitlement. We received no response from anyone. CIRI believes that Ninilchik should have sued all of the other Cook Inlet village corporations as defendants in the case, along with CIRI, and is asking the court to order us to do so.

Enclosed is a copy of CIRI's motion and supporting memorandum seeking a court order requiring Ninilchik to add other parties to the lawsuit. Also, enclosed for your information is a copy of the Complaint filed by Ninilchik against CIRI in United States District Court for the District of Alaska on April 20, 2010.

In light of CIRI's motion, we are renewing our request. Once again, we ask that you please advise us whether you do or do not claim an interest in any of the lands that Ninilchik has selected with respect to its 12(a) entitlement, and if so, the basis upon which you claim such an interest.

It is our position that the issues pertaining to our right to receive a conveyance of the lands we have selected as part of our 12(a) entitlement can be fully resolved between Ninilchik and CIRI. That is why CIRI was named as the sole defendant in the case. Please let us know if you do not agree.

Very truly yours,

Bruce E. Oskolkoff
Director of Lands and Resources
NINILCHIK NATIVES ASSOCIATION, INC.

Enclosures:
CIRI Motion to Join
CIRI Supporting Memorandum
NNAI/CIRI Complaint

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

NINILCHIK NATIVES ASSOCIATION,)
INC.,)
Plaintiff,)
)
vs.)
COOK INLET REGION, INC.,)
Defendant.)
_____)

Case No:3:10-cv-75

Affidavit of Bruce Oskolkoff

STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT)

I, Bruce Oskolkoff, affirm as follows:

1. That I am the Director of Land and Resources for Ninilchik Natives Association Inc. (Ninilchik).
2. Before Ninilchik filed this lawsuit against CIRI, I sent a letter to Chickaloon-Moose Creek Native Association, Inc. ("Chickaloon"), Knikatnu, Inc. ("Knikatnu"), Salamatof Native Association, Inc. ("Salamatof"), Seldovia Native Association, Inc. ("Seldovia"), and Tyonek Native Corporation ("Tyonek") explaining that Ninilchik was preparing to take court action against CIRI to require CIRI to convey to Ninilchik its Section 12(a) selections. A copy of the letter, letter dated, March 11, 2010, and addressed to Knikatnu is attached as Exhibit A to Ninilchik's Opposition to CIRI's Rule 19 Motion. The

same letter was sent to each of the villages and delivery was confirmed by return receipt.

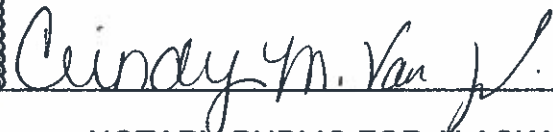
3. When CIRI filed the motion asking the court to require Ninilchik to name Chickaloon, Knikatnu, Salamatof, Seldovia, and Tyonek as defendants in this lawsuit, I sent another letter to the Five Villages notifying them that CIRI was attempting to compel their participation in this suit. A copy of the letter, May 13, 2010, and addressed to Seldovia Native association, is attached as Exhibit B to Ninilchik's Opposition to CIRI's Rule 19 Motion. The same letter was sent to each of the villages and delivery was confirmed by return receipt.
4. Ninilchik has not received a response to either letter from any of the Five Villages.

DATED at Ninilchik, Alaska June 1, 2010.



Bruce Oskolkoff

SUBSCRIBED AND SWORN to before me on June 1, 2010



NOTARY PUBLIC FOR ALASKA

My Commission Expires: 3/24/2011