

**IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA**

(1) MODOC NATION a/k/a MODOC TRIBE )  
 OF OKLAHOMA; (2) RED CEDAR )  
 ENTERPRISES, INC.; (3) EAGLE TG, LLC; )  
 (4) BUFFALO MTE, LLC; (5) TALON MTE, )  
 LLC; (6) MODOC MTE, LLC; and )  
 (7) WALGA MTE, LLC, )

Plaintiffs/Counterclaim Defendants,

VS.

RUSTY BOHL,

Defendant, and

(1) RAJESH SHAH; (2) SHARAD DADBHAWALA; (3) SOFTEK MANAGEMENT SERVICES, LLC; (4) SOFTEK FEDERAL SERVICES, LLC, and (5) SOFTEK SOLUTIONS, INC.,

Defendants/Counterclaimants,

VS.

BLAKE FOLLIS,

Counterclaim Defendant.

Case No. 19-cv-00588-CVE-JFJ

## DECLARATION OF WILLIAM BLAKE FOLLIS

William Blake Follis makes this Declaration under penalty of perjury and states as follows:



1. I am a member of the Missouri bar admitted to practice in the Western District of Missouri, the District of Kansas, the Ninth and Second Circuit Courts of Appeal and the U.S. Supreme Court.

2. I am a member of the Modoc Nation. I was appointed to serve as the Attorney General of the Modoc Nation on January 9, 2018. (A copy of the Attorney General Code and Attorney General Ordinance by which I was appointed is attached as Exhibit 1). I served as the Attorney General until October 3, 2019.

3. The allegations in the Amended Counterclaims filed against me by Defendants Rajesh Shah, Sharad Dadbhawala, Softek Management Services, LLC, Softek Federal Services, LLC, and Softek Solutions, Inc. (collectively "Softek") relate to purported actions during an official investigation I commenced in July 2019 at the request of the Modoc Nation's Chief, that I conducted within the scope of authority granted to me as Attorney General by the Modoc Nation of the facts and circumstances of finances and management of several Modoc Nation entities including Red Cedar Enterprises, Inc., Eagle TG LLC, Modoc MTE LLC, Buffalo MTE LLC, Talon TG LLC, and Walga MTE, LLC ("MTE's") to determine if prosecution of legal claims may be warranted. The actions that I undertook in furtherance of this investigation occurred on Indian Trust Land, 18 U.S.C. Section 1151. I was initially assisted by Conly Schulte, Special Counsel to the Attorney General.

4. To assure evidence relevant to the investigation and possible prosecution of claims was preserved, I directed Mr. Schulte to send evidence preservation letters on July 16, 2019 to thirteen employees of the MTE's and Softek, including Rajesh Shah, Sharad Dadbhawalla, and Rusty Bohl. (Copies of the evidence preservation letters to Messrs. Shah, Dadbhawalla and Bohl are attached hereto as Exhibit 2.)

5. I as Attorney General along with the Chief and Troy Littleaxe, the Modoc Nation's general counsel, interviewed a number of employees of the MTE's. Rusty Bohl, then an employee of Red Cedar, was interviewed on July 16, 2019 at the Tribe's Miami, Oklahoma office.

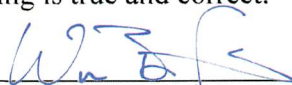
6. On July 17, 2019 The Modoc Nation's Chief terminated Softek's Corporate Management Services Agreement. (A copy of the termination letter is attached as Exhibit 3)

7. On July 24, 2019 the Chief directed the termination of the employment of Rusty Bohl, a Red Cedar employee, and other MTE employees. (A copy of Rusty Bohl's termination letter is attached as Exhibit 4)

8. In early August 2019, in my capacity and within my scope of authority as Attorney General, I recommended that the Modoc Nation engage James E. Nesland as counsel to lead and assist me to continue the investigation of possible claims. As a result of the investigation, this action was filed on November 1, 2019. The Modoc Nation and the MTE's assert RICO claims and Oklahoma state law fraud, breach of contract and other claims against Softek and Rusty Bohl.

I declare under the penalty of perjury that the foregoing is true and correct.

Dated: March 4, 2020

  
\_\_\_\_\_  
William Blake Follis

**EXHIBIT 1 TO THE DECLARATION OF WILLIAM BLAKE FOLLIS**





## MODOC TRIBE OF OKLAHOMA

22 N. Eight Tribes Trail  
Miami, Oklahoma 74354  
918-542-1190 • FAX 918-542-5415  
RESOLUTION NO. 18-05

Attorney General Code

*WHEREAS*, the Modoc Tribe of Oklahoma is a federally recognized Indian tribe organized under the Oklahoma Indian Welfare Act of 1936 with a Constitution and Bylaws approved by the United States Secretary of the Interior on July 27, 1990, and

*WHEREAS*, the Elected Council of the Modoc Tribe of Oklahoma is empowered to act on behalf of the Modoc Tribe under Article 1, Section 3 of the Constitution and Bylaws, and

*WHEREAS*, The Modoc Tribe is in need of the services of an Attorney General.

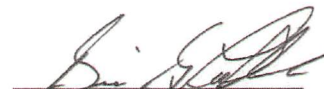
*NOW THEREFORE BE IT RESOLVED*, that the Elected Council approves the attached the document submitted as the Modoc Tribal Attorney General Code, and,

*BE IT FURTHER RESOLVED*, that the Modoc Tribe appoints William Blake Follis as its first Attorney General.

### CERTIFICATION

I hereby certify that the foregoing resolution 18-05 was passed at a meeting of the Elected Council of the Modoc Tribe of Oklahoma on January 9, 2018 with a vote of 4 yes , and 0 no, with 0 abstaining.

  
Attest: Troy L. Little Axe

  
Bill G. Follis, Chief



MODOC TRIBE ATTORNEY GENERAL ORDINANCE OCTOBER 2018  
Enacted by EC Resolution 18-05

**ATTORNEY GENERAL ORDINANCE**

**BE IT ENACTED BY THE MODOC TRIBE:**

**Section 1. Title.**

This ordinance shall be known as the Attorney General Code.

**Section 2. Legislative History.**

Article V, Section 2 of the Modoc Tribe Constitution authorize binding legislation be enacted by the Elected Council.

**Section 3. Purpose.**

The purpose of this Code is to create a Modoc Attorney General's office, and describe the duties thereof. The Elected Council recognizes a need for an independent authority separate from the political aspect of tribal government to ensure that the will of the people be honored.

**Section 4. Definitions.**

For purposes of this Code:

- A. "Administration" shall mean the Executive Branch of the Modoc Tribe as provided for in the Modoc Tribe Constitution.
- B. "Department" shall mean Tribal committees, commissions, governmental boards, and boards of Modoc Tribe entities.
- C. "Contract" shall mean a written agreement between two parties.
- D. "Elected Council" shall mean the Elected Council of the Modoc Tribe as provided for in the Modoc Tribe Constitution.
- E. "Government-owned company" or "Entities" means those companies in which the Modoc Tribe is the sole or majority stockholder or owner.
- F. "Tribe" shall mean the Modoc Tribe.

G. "Person" means a department, individual, Modoc Tribe citizen, a corporation, a trust, a general partnership, a limited partnership, a limited liability company, an association, or any other legal, commercial, government-owned company, or governmental entity.

H. "State" means a state, territory, or possession of the United States, the District of Columbia or the Commonwealth of Puerto Rico, or any territory or insular possession subject to the jurisdiction of the United States.

**Section 5. Appointment**

- A. The Elected Council shall appoint the Attorney General from a pool of all Tribal members who are Attorneys licensed in any State or Federal District of the United States.
- B. The Attorney General's appointment shall be for two years from the time of the Elected Council meeting he/she was appointed and shall act until a new Attorney General is seated. The Appointment process will begin again after 18 months in office.

**Section 6. Official Office and Work Schedule**

- A. The Attorney General shall have an office in the building that houses the Modoc Tribal Court.
- B. The Attorney General's Office shall be open Monday-Friday, 8:00am to 5:00 pm. Except Federal and Tribal holidays.
- C. The Attorney General shall attend the meetings of the Elected Council and any Special Elected Council Meetings as called upon by the Elected Counsel

**Section 7. Functions and Duties of the Attorney General.**

- A. Attorney General. The Attorney General shall be a member in good standing of the bar of the Supreme Court of the United States, or of any United States Court of Appeals, or of any District Court of the United

MODOC TRIBE ATTORNEY GENERAL ORDINANCE OCTOBER 2018  
Enacted by EC Resolution 18-05

States, or a member in good standing of the bar of the highest court of any state of the United States, or the bar of the Modoc Court, and must be a citizen of the Modoc Tribe. The Attorney General shall represent the Modoc Tribe in all criminal cases in the courts of the Modoc Tribe, and in all civil actions wherein the Modoc Tribe is a party, and shall provide an opinion as to the constitutionality of laws at the request of the Elected Council and shall have such other duties as may be approved by the Elected Council and prescribed by legislation. The Attorney General shall be authorized to designate such prosecutors and other assistants that are necessary to carry out the duties of the office. The Attorney General may only be removed from office for cause by the Elected Council at a meeting called for that purpose. In addition to the duties prescribed above, the duties of the Attorney General as the Chief Legal Officer of the Modoc Tribe shall be:

1. To direct and supervise all activities of the Attorney General's Office; and
2. To prepare and submit to the Elected Council a bi-annual expense report for the Attorney General's Office; and
3. To designate an individual to act as Attorney General in the absence of the Attorney General so long as the appointment does not exceed three (3) months (the acting Attorney General shall meet the same requirements of the Attorney General as outlined in this code); and
4. To engage in other activities as may be prescribed in other sections of the Modoc Tribe Code; and
5. Coordinate with law enforcement on the following:
  - a) Bailiff duties;
  - b) Transportation of prisoners;
  - c) Protection of the Courthouse and the court staff;
  - d) Protection of witnesses, parties and prosecutors;
  - e) Service of process; and
  - f) To obey the lawful orders and directions of the courts; and
6. To oversee the Modoc Tribe's representation in all litigation in which the Modoc Tribe, a department or officer as part of their official capacity thereof is interested, and shall direct all assistant attorney generals and special prosecutors appointed pursuant to this code; the conduct of litigation in which the Modoc Tribe, department or officer thereof is a party, or is interested, is reserved to the Attorney General provided that the Attorney General may waive this requirement for specific legal issues which do not implicate governmental interests; however,



in the event that litigation is pursued by an Modoc Tribal entity or company, then the Attorney General shall coordinate and collaborate with the contracted attorney; and

7. To initiate or appear, at his/her discretion, in any action in which the interests of the Modoc Tribe or the Citizens of the Modoc Tribe are at issues, and prosecute and defend in any court or before any committee, commission, board or officers or other adjudicatory body, administrative tribunal or body of any nature, in all civil or criminal legal or quasi-legal matters, any cause or proceeding, in which the Modoc Tribe may be interested; and when so appearing in any such cause or proceeding, the Attorney General may, if the Attorney General deems it advisable and to the best interest of the Modoc Tribe, take and assume control of the prosecution or defense of the Modoc Tribe's interests therein. Provided that this section includes the authority to initiate or appear in any action involving a government- owned company, however the Attorney General shall consult and collaborate with the contracted attorney for the government-owned company prior to appearing or initiating any actions; and
8. To prosecute all action necessary for the protection and welfare of children and juveniles in the Modoc Tribe courts, and to intervene, at the discretion of the Attorney General, in any action in any state court wherein intervention is permitted pursuant to the federal Indian Child Welfare Act, 25 U.S.C.A. § 1901 et seq.; and
9. To give an official opinion upon all questions of law submitted to the Attorney General by a majority of the Elected Council or by vote of the Elected Council. Said opinion shall have the force of law in the Modoc Tribe until a differing opinion or order is entered by the Modoc Tribal court; and
10. To prepare drafts of regulations, and of contracts and other instruments in which the Modoc Tribe Government is interested and to render an opinion on the legal sufficiency of all contracts and other instruments in which the Modoc Tribe is interested and the best interests of the people of the Modoc Tribe are served; and
11. To review all proposed contracts to be signed by the Chief and to provide information in regards to how the said contact may affect the Sovereignty of the Modoc Tribe; and
12. To review drafts of bills and resolutions as the Attorney General deems appropriate; and
13. To enforce the proper application of monies appropriated by the

MODOC TRIBE ATTORNEY GENERAL ORDINANCE OCTOBER 2018  
Enacted by EC Resolution 18-05

Executive Committee and to prosecute breaches of trust and criminal misappropriation in the administration of such funds; and

14. To institute actions to recover Modoc Tribe monies illegally expended, and to recover Modoc Tribal property; and
15. To file all opinions of the Office of Attorney General with the Modoc Tribe District Court and the Secretary of the Modoc Tribe, and to insure an index of all such opinions according to subject and section of the law construed or applied and to cause to be published such of his/her opinions as he/she considers valuable for preservation and to prescribe the manner for the publication of the opinions; and
16. To keep a register or docket of all actions, demands and investigations prosecuted, defended or conducted by the Attorney General on behalf of the Modoc Tribe. Said register or docket shall give the type of the case or investigation, where pending, court number if any, the substance of the matter, and result; and
17. To keep a complete office file of all cases and investigations handled by the Attorney General on behalf of the Modoc Tribe; and
18. Upon request to furnish legal advice to Modoc Tribe officials and all executive departments, Tribal committees, commissions, governmental boards, boards of Modoc Tribe entities, and officers of the Modoc Tribe concerning any matter arising in connection with the exercise of their official powers and duties, and to supervise and direct the legal business of every executive department, board commission, entities and officer of the Modoc Tribe, provided that this section does not include advice and representation to such officials in their individual capacity; and
19. Upon setting an appointment, any Modoc Tribe Citizen shall have the right to consultation(s) in regards to a legal issue; however the Attorney General will not represent any individual in his/her capacity as the Modoc Tribe Attorney General in any private legal matter and no specific legal advice should be given, and
20. To investigate any official report filed with the Attorney General and prosecute all actions, civil or criminal, relating to such reports or any irregularities or derelictions in the management of public funds or property which are violations of the laws of the Modoc

Tribe; and

21. To investigate and prosecute all actions, civil or criminal, relating to civil actions or crimes against or within the jurisdiction of the Modoc Tribe and when deemed appropriate by the Attorney General (under section 9B of this act), with any federal or other law enforcement agency; and
22. To settle any case or controversy on behalf of the Modoc Tribe, with the approval of a majority of the Executive Committee.

**Section 8. Costs of Litigation and Attorney General's budget**

- A. Except as otherwise provided by law or written agreement, the cost of litigation in any case for which representation is provided pursuant to this Code shall be paid out of the Attorney General's budget, or by resolution of the Elected Council.
- B. Costs of litigations shall include, but is not limited to, court fees and costs, deposition expenses, travel and lodging, witness fees and other similar costs; except that this Code shall not be construed as authorizing the payment by the Modoc Tribe or any entity thereof of any judgment making an award of monetary damages.
- C. The Attorney General's budget for legal service shall be set annually by Elected Council resolution, paid in monthly installments.

**Section 9. Appearance not waiver of immunity of the Modoc Tribe; sovereign immunity waiver.**

- A. The appearance of the Attorney General or his/her designee(s) in any matter, proceeding or action in any court, before any committee, commission, board or officer or other adjudicatory body, shall not be construed to waive the sovereign immunity of the Modoc Tribe.
- B. The Attorney General or his/her designee(s) shall not have the authority or power to waive sovereign immunity of the Modoc Tribe without the approval of a majority of the Elected Council.



MODOC TRIBE ATTORNEY GENERAL ORDINANCE OCTOBER 2018  
Enacted by EC Resolution 18-05

**Section 10. Prosecutors and other assistants to the Attorney General; delegation of authority.**

- A. Pursuant to this code, the Attorney General is empowered "to designate such prosecutors and other assistants as deemed necessary to carry out the duties of office." The Attorney General may from time to time make such provisions as he/she considers appropriate authorizing the performance of any function of the Attorney General by any other officer or employee of the Office of Attorney General.
- B. In the event of an investigation by the Attorney General, the Attorney General may conduct the investigation.
- C. The Attorney General shall appoint and fix the duties of all prosecutors, assistants, and other employees of the office of Attorney General as the Attorney General deems necessary to perform the duties imposed upon the Attorney General. The compensation of the Attorney General shall not be decreased without Referendum amending this code.
- D. The Attorney General is further authorized to appoint special assistants or special attorneys, including those from external law firms and entities, to fulfill the functions of the Attorney General where deemed necessary and appropriate to secure the best interests of the Modoc Tribe, within the budget as set by this code.

**Section 11. Interests of Modoc Tribe in pending suits.**

Any attorney, officer, or employee of the Office of Attorney General may be sent by the Attorney General to any Tribe, State or district in the United States to attend to the interests of the Modoc Tribe in a suit pending in a court of the United States, a Tribe or State, or to attend to any other interest of the Modoc Tribe.

**Section 12. Vacancy in position of Attorney General.**

- A. The Elected Council may vote for Removal for Cause of the sitting Attorney General at any Elected Council meeting with a Quorum. Reasons for removal shall be read to the membership and the sitting Attorney General may give a response. The Elected Council shall then conduct a vote by secret ballot. At least 100% of those members at the meeting must vote to remove in order for the Attorney General to be removed from office. If removed, the position of Attorney General shall be temporarily filled by the Elected Council until the Appointment process set out in this Code is completed.
- B. The Executive Committee may declare the Attorney General's position abandoned if after two business weeks the Attorney General fails to attempt to comply with his/her functions and duties. Such a declaration must be unanimous.

- C. In case of a vacancy in the position of Attorney General by reason of removal, death, resignation, abandonment of office, or disability lasting for more than three (3) months, the Office of Attorney General shall be filled by the Elected Council until the Appointment process can be completed.

**Section 13. Employment of attorneys, authority of boards or officials; defense of actions by Attorney General.**

- A. Any contract for an attorney for an Modoc Tribe entity or government owned company, commission, committee, department, governmental board may be reviewed by the Attorney General upon a request of that body and after review, the Attorney General shall review and report to the requesting body.
- B. Any Attorney under contract with a department committees, commissions, governmental boards, or boards of Modoc Tribe entities shall provide a written report to the Attorney General fifteen (15) days prior to every regular Elected Council Meeting detailing any legal work they have conducted on behalf of that respective department, commission, board, etc.

**Section 14. Legal representation of department or official of Modoc Tribe; contracts.**

- A. A department or official of the Modoc Tribe may obtain legal representation by one or more attorneys by means of one of the following:
  - 1. Seeking representation by one or more private attorneys with the approval of the Elected Council; or
  - 2. Seeking representation with the Attorney General's Office; or
  - 3. If the office of Attorney General is unable to represent the department or official due to a conflict of interest, or the Office of Attorney General is unable or lacks the personnel or expertise to provide the specific representation required by such department or official, approval from the Elected Council to contract with a private attorney or attorneys may be obtained.
- B. Nothing herein shall prevent the Elected Council from employing, contracting with, or otherwise seeking counsel with an attorney to provide day-to-day advice and counsel on matters within the purview of their respective powers and authorities. Provided, that the pay for these attorneys shall not come from the budget of the Attorney General.

**Section 15. Tribe officer or employee; legal defense services; defense duties.**

- A. The Attorney General may, if necessary defend any employee, elected or

MODOC TRIBE ATTORNEY GENERAL ORDINANCE OCTOBER 2018  
Enacted by EC Resolution 18-05

appointed, officer or employee of any Modoc Tribe office, entity, department, board, committee, or commission of any branch of Modoc Tribe government in any civil action or special proceeding in the courts of the Modoc Tribe, a State or of the United States, by reason of any act done or omitted within the scope of the employee's authority and in the course of his/her employment. The employee named in the action may employ private counsel at his own expense, or by indemnification agreement, to assist in his defense, however, such employment of private counsel shall not preclude the Attorney General from intervening in the action on the Modoc Tribe's behalf. Failure of an employee to request representation shall not prohibit the Attorney General from intervening to protect the Modoc Tribe's interests in any cause of action.

- B. The Attorney General shall not represent a Modoc Tribe elected or appointed officer or employee of any Modoc Tribe office, entity, department, committee, board or commission of any branch of Modoc Tribe government if that said individual acted outside the scope of his/her authority, in the opinion of the Attorney General.
- C. The Attorney General may intervene in any such action or proceeding and appear on behalf of the Tribe, or any of its officers or employees, where the Attorney General deems the Tribe to have an interest in the subject matter of the litigation. However, in cases in the Modoc Tribe's courts where the Elected Council as a body brings a lawsuit against a Council member or vice versa, the Attorney General shall not represent either party but may provide an opinion concerning the Tribe's interests in the matter.
  - 1. When an original action seeking either a writ of mandamus or prohibition against a district judge, or special judge of the district court is commenced or when a cause of action challenging the authority of any Modoc Tribal court is commenced in state or federal court, the Attorney General shall represent such judicial officer(s) if, and only if, directed to do so, in writing, by the Chief Justice of the Modoc Tribal Supreme Court or their designee in the event of a conflict of interest, upon the finding of the Chief Justice's that such representation is necessary to protect either the function or integrity of the judiciary. Such finding by the Chief Justice or their designee shall be final and binding.
  - 2. In the event that the Attorney General is or shall be disqualified from representing such judicial officer, the Attorney General shall immediately notify, in writing, the Chief Justice. The Chief Justice then may appoint counsel to represent the judicial officer. The appointed counsel shall determine the method of preparation and presentation of such defense. The appointed counsel shall not be held civilly liable for the exercise of such discretion. The appointed



counsel shall, upon approval by the Chief Justice, be entitled to be compensated by the Court for services rendered.

**Section 16. Provisions not cumulative.**

The provisions of this Code shall not be cumulative to existing law and the provisions of this Code shall supersede any existing law in conflict herewith.

**Section 17. Severability.**

The provisions of this Code are severable, and if any part or provision hereof shall be held void, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this Code.

**Section 18. Amendments**

Amendments to this Code may be proposed by the Elected Council and if so, shall be presented at an Elected Council meeting for a vote.

**Section 19. Effective Date**

This Code shall take effect and be in full force after its passage.

**EXHIBIT 2 TO THE DECLARATION OF WILLIAM BLAKE FOLLIS**



**CONLY J. SCHULTE**  
Attorney at Law\*  
Conly Schulte, P.C., L.L.O.  
9451 Mountain Ridge Dr.  
Boulder, CO 80302  
Cell: (402) 541-4590  
conly@cschultelaw.com  
\*Admitted to practice in  
Colorado & Nebraska

July 16, 2019

*Via Federal Express for overnight delivery*

Rajesh Shah  
Softek Management Services, LLC  
4520 Niland Street  
Union City, CA 94587

*Re: Preservation of Records*

Dear Mr. Shah:

Conly J. Schulte, P.C. L.L.O., as Special Counsel to the Modoc Nation Attorney General, is assisting the Modoc Nation with investigating the finances of several Modoc Nation entities, including but not limited to Modoc MTE LLC, Red Cedar Enterprises, Inc., Buffalo MTE LLC, Talon MTE LLC, Talon TG LLC, Walga MTE LLC, Eagle TG LLC, Hiasun, Inc., and/or Red Cedar TG-MTE LLC.

By this letter, **YOU ARE LEGALLY OBLIGATED TO MAINTAIN AND NOT ALTER OR DESTROY ANY RECORDS, EVIDENCE OR POTENTIAL EVIDENCE IN ANY WAY RELATED TO THE ABOVE-REFERENCED ENTITIES THAT MAY INCLUDE, BUT IS NOT LIMITED TO:**

- All voice mails;
- All emails sent and received;
- All instant messages sent and received;
- All SMS text messages sent and received
- All documents and communications, whether written, electronic or in any other form.
- All data generated and/or stored on any and all computers and cellular telephones owned or used by yourselves including "deleted" files and file fragments, stored in machine-readable format on magnetic, optical, or other storage media whether such files have been reduced to paper printouts or not;
- All data stored on any and all other electronic storage media of any type such as hard disks, floppy disks, CD-ROMs, DVDs, flash drives, backup tapes, online backup services or any other storage media or service;
- All Internet and Web-browser-generated history files, caches, and "cookie" files;
- All word-processed files, including drafts and revisions;
- All data generated by calendaring, task management, and personal information management software (such as Microsoft Outlook or Lotus Notes);
- All audio data such as voicemail and tape recordings;



- All photographs, videos, writing, or other documentary material of any nature found or stored on your computers, cellular telephones, or Internet accounts;
- Online Data Storage on mainframes; and
- Offline Data Storage, backups, and archives.

**THIS NOTICE ALSO APPLIES SPECIFICALLY, BUT WITHOUT LIMITATION, TO ANY AND ALL EMAILS, INSTANT MESSAGES, SMS TEXT MESSAGES, MESSAGING APPS OR OTHER COMPUTER OR PHONE APPLICATIONS OR "APPS", EMAIL ACCOUNTS, INTERNET ADDRESSES AND/OR INTERNET ACCOUNTS UTILIZED OR ESTABLISHED BY YOURSELVES, WHETHER OR NOT THE DATA IS STORED LOCALLY ON A COMPUTER USED BY YOU OR STORED BY A THIRD PARTY ON AN INTERNET SERVER SUCH AS GMAIL.COM, YAHOO.COM, HOTMAIL.COM, OR ANY OTHER THIRD PARTY INTERNET SERVICE.**

Failure to comply with this notice can result in severe repercussions as imposed by a Court for spoliation of evidence or potential evidence. As part of our initial investigation, we expect to request from you a number of documents and things, including email correspondence or other communications and files stored on your computers and storage media.

In order to avoid spoliation, you will need to provide the data requested on the original media, or on exact copies of that media (sometimes referred to as image, evidentiary, or mirror copies), and you must be able to prove that the original matches the copy in every respect.

Additionally, you must suspend certain normal computer maintenance procedures, including but not limited to such procedures as de-fragmenting hard drives, deleting internet cookies, deleting browser history and favorites, and running any "disk clean-up" processes.

Electronic documents and the storage media on which they reside contain relevant, discoverable information beyond that which may be found in printed documents. Therefore, even where a paper copy exists, we will seek all documents in their electronic form along with information about those documents contained on the media. We also will seek paper printouts of only those documents that contain unique information after they were printed out (such as paper documents containing handwriting, signatures, marginalia, drawings, annotations, highlighting, and redactions) along with any paper documents for which no corresponding electronic files exist.

Our investigation requests will ask for certain data on the hard disks, floppy disks, cloud-based storage, or any other backup media or processes used in your computers, some of which data are not readily available to an ordinary computer user, such as "deleted" files and "file fragments." As you may know, although a user may "erase" or "delete" a file, unless overwritten with new data, a "deleted" file can be as intact on the disk as any "active" file you would see in a directory listing.

All information available on electronic storage media is discoverable, whether readily readable ("active") or "deleted" but recoverable. See, e.g., *John B v. Goetz*, 879 F.Supp.2d 787, 877 (M.D. Tenn. 2010) ("Deleted information in a party's computer backup tapes is as discoverable as electronic documents in current use."); "[I]t is a well accepted proposition that deleted computer files, whether they be e-mails or otherwise, are discoverable . . . [C]omputer records, including records that have been 'deleted,' are documents discoverable under Fed. R. Civ. P. 34." *Zubulake v. UBS Warburg LLC*, 217 F.R.D. 309, 317 (S.D. N.Y. 2003) (quoting *Antioch Co. v. Scrapbook Borders, Inc.*, 210 F.R.D. 645, 652 (D. Minn.2002) & *Simon Property Group L.P. v. mySimon, Inc.*, 194 F.R.D. 639, 640 (S.D. Ind. 2000)); *Gates Rubber Co. v. Bando Chemical Indus., Ltd.*, 167 F.R.D. 90, 112 (D. Colo. 1996); mirror image copy of everything on a hard drive "the method which would yield the most complete and accurate results, 'chastising a party's expert for failing to do so'"). While Federal Rule 34 does not explicitly address the production of hard drive mirror images, courts have ordered the production of mirror images. See



*Northwest Airlines, Inc. v. Teamsters Local 2000, et al.*, 163 L.R.R.M. (BNA) 2460, (USDC Minn. 1999); *Partminder Worldwide Inc. v. Siliconexpert Techs. Inc.*, No. 09-cv-00685-MSK-MJW, 2011 WL 587971, at \*9 (D. Colo. Feb. 9, 2011); *ClearOne Commc'ns, Inc. v. Chiang*, 608 F. Supp. 2d 1270, 1284 (D. Utah 2009); *Balboa Threadworks, Inc. v. Stucky*, No. 05-1157-JTM-DWB, 2006 WL 763668, at \*5 (D. Kan. Mar. 24, 2006).

WITH REGARD TO ANY ELECTRONIC DATA CREATED SUBSEQUENT TO THE DATE OF DELIVERY OF THIS LETTER, RELEVANT EVIDENCE IS NOT BE DESTROYED AND YOU ARE TO TAKE WHATEVER STEPS ARE APPROPRIATE TO AVOID DESTRUCTION OF EVIDENCE. IT IS ANTICIPATED THAT THESE ITEMS MAY BE USED AS EVIDENCE IN LITIGATION.

IN ORDER TO ASSURE THAT YOUR OBLIGATION TO PRESERVE DOCUMENTS AND THINGS WILL BE MET, YOU ARE DIRECTED TO FORWARD A COPY OF THIS LETTER TO ALL PERSONS AND ENTITIES WITH CUSTODIAL RESPONSIBILITY FOR THE ITEMS REFERRED TO IN THIS LETTER, INCLUDING BUT NOT LIMITED TO ALL AGENTS AND EMPLOYEES AND OTHER PERSONS UNDER YOUR DIRECTION OR SUPERVISION.

YOU ARE FURTHER DIRECTED TO IMMEDIATELY TO RETURN ALL PROPERTY IN YOUR PERSONAL POSSESSION OR CONTROL BELONGING TO THE MODOC NATION, MODOC MTE, RED CEDAR ENTERPRISES, BUFFALO MTE, EAGLE TALON ENTERPRISES AND/OR WALGA MTE TO THE PREMISES OF MODOC TRIBE OR THE RESPECTIVE ENTITY THAT OWNS SUCH PROPERTY, AND TO NOT REMOVE ANY TRIBAL OR COMPANY PROPERTY FROM COMPANY PREMISES.

YOU ARE FURTHER DIRECTED TO IMMEDIATELY PROVIDE ALL COMPUTER, NETWORK OR OTHER PASSWORDS AND LOGIN INFORMATION TO THE MODOC NATION AND ITS TRIBALLY-OWNED ENTITIES, INCLUDING BUT NOT LIMITED TO, MODOC MTE LLC, RED CEDAR ENTERPRISES INC, BUFFALO MTE LLC, TALON MTE LLC, TALON TG LLC, EAGLE TC LLC, RED CEDAR TG-MTE LLC, HIASUN, INC. AND/OR WALGA MTE.

If you are represented by legal counsel on this matter, please provide a copy of this letter to your counsel.

Sincerely,

A handwritten signature in blue ink, appearing to read "Conly J. Schulte", is written over a horizontal line.

Conly J. Schulte  
Special Counsel to the Modoc Nation Attorney General

cc: Modoc Nation Attorney General



**CONLY J. SCHULTE**  
Attorney at Law\*  
Conly Schulte, P.C., L.L.O.  
9451 Mountain Ridge Dr.  
Boulder, CO 80302  
Cell: (402) 541-4590  
conly@cschultelaw.com  
\*Admitted to practice in  
Colorado & Nebraska

July 16, 2019

*Via federal express for overnight delivery*

Sharad Dadbhawala  
Softek Management Services, LLC  
4520 Niland Street  
Union City, CA 94587

Dear Mr. Dadbhawala:

Conly J. Schulte, P.C. L.L.O., as Special Counsel to the Modoc Nation Attorney General, is assisting the Modoc Nation with investigating the finances of several Modoc Nation entities, including but not limited to Modoc MTE LLC, Red Cedar Enterprises, Inc., Buffalo MTE LLC, Talon MTE LLC, Talon TG LLC, Walga MTE LLC, Eagle TG LLC, Hiasun, Inc., and/or Red Cedar TG-MTE LLC.

By this letter, **YOU ARE LEGALLY OBLIGATED TO MAINTAIN AND NOT ALTER OR DESTROY ANY EVIDENCE OR POTENTIAL EVIDENCE IN ANY WAY RELATED TO THE ABOVE-REFERENCED ENTITIES THAT MAY INCLUDE, BUT IS NOT LIMITED TO:**

- All voice mails;
- All emails sent and received;
- All instant messages sent and received;
- All SMS text messages sent and received
- All documents and communications, whether written, electronic or in any other form.
- All data generated and/or stored on any and all computers and cellular telephones owned or used by yourselves including "deleted" files and file fragments, stored in machine-readable format on magnetic, optical, or other storage media whether such files have been reduced to paper printouts or not;
- All data stored on any and all other electronic storage media of any type such as hard disks, floppy disks, CD-ROMs, DVDs, flash drives, backup tapes, online backup services or any other storage media or service;
- All Internet and Web-browser-generated history files, caches, and "cookie" files;
- All word-processed files, including drafts and revisions;
- All data generated by calendaring, task management, and personal information management software (such as Microsoft Outlook or Lotus Notes);
- All audio data such as voicemail and tape recordings;
- All photographs, videos, writing, or other documentary material of any nature found or stored on your computers, cellular telephones, or Internet accounts;



- Online Data Storage on mainframes; and
- Offline Data Storage, backups, and archives.

THIS NOTICE ALSO APPLIES SPECIFICALLY, BUT WITHOUT LIMITATION, TO ANY AND ALL EMAILS, INSTANT MESSAGES, SMS TEXT MESSAGES, MESSAGING APPS OR OTHER COMPUTER OR PHONE APPLICATIONS OR "APPS", EMAIL ACCOUNTS, INTERNET ADDRESSES AND/OR INTERNET ACCOUNTS UTILIZED OR ESTABLISHED BY YOURSELVES, WHETHER OR NOT THE DATA IS STORED LOCALLY ON A COMPUTER USED BY YOU OR STORED BY A THIRD PARTY ON AN INTERNET SERVER SUCH AS GMAIL.COM, YAHOO.COM, HOTMAIL.COM, OR ANY OTHER THIRD PARTY INTERNET SERVICE.

Failure to comply with this notice can result in severe repercussions as imposed by a Court for spoliation of evidence or potential evidence. As part of our investigation, we expect to request from you a number of documents and things, including email correspondence or other communications and files stored on your computers and storage media.

In order to avoid spoliation, you will need to provide the data requested on the original media, or on exact copies of that media (sometimes referred to as image, evidentiary, or mirror copies), and you must be able to prove that the original matches the copy in every respect.

Additionally, you must suspend certain normal computer maintenance procedures, including but not limited to such procedures as de-fragmenting hard drives, deleting internet cookies, deleting browser history and favorites, and running any "disk clean-up" processes.

Electronic documents and the storage media on which they reside contain relevant, discoverable information beyond that which may be found in printed documents. Therefore, even where a paper copy exists, we will seek all documents in their electronic form along with information about those documents contained on the media. We also will seek paper printouts of only those documents that contain unique information after they were printed out (such as paper documents containing handwriting, signatures, marginalia, drawings, annotations, highlighting, and redactions) along with any paper documents for which no corresponding electronic files exist.

Our investigation requests will ask for certain data on the hard disks, floppy disks, cloud-based storage, or any other backup media or processes used in your computers, some of which data are not readily available to an ordinary computer user, such as "deleted" files and "file fragments." As you may know, although a user may "erase" or "delete" a file, unless overwritten with new data, a "deleted" file can be as intact on the disk as any "active" file you would see in a directory listing.

All information available on electronic storage media is discoverable, whether readily readable ("active") or "deleted" but recoverable. See, e.g., *John B v. Goetz*, 879 F.Supp.2d 787, 877 (M.D. Tenn. 2010) ("Deleted information in a party's computer backup tapes is as discoverable as electronic documents in current use."); "[I]t is a well accepted proposition that deleted computer files, whether they be e-mails or otherwise, are discoverable . . . . [C]omputer records, including records that have been 'deleted,' are documents discoverable under Fed. R. Civ. P. 34." *Zubulake v. UBS Warburg LLC*, 217 F.R.D. 309, 317 (S.D. N.Y. 2003) (quoting *Antioch Co. v. Scrapbook Borders, Inc.*, 210 F.R.D. 645, 652 (D. Minn.2002) & *Simon Property Group L.P. v. mySimon, Inc.*, 194 F.R.D. 639, 640 (S.D. Ind. 2000)); *Gates Rubber Co. v. Banda Chemical Indus., Ltd.*, 167 F.R.D. 90, 112 (D. Colo. 1996); mirror image copy of everything on a hard drive "the method which would yield the most complete and accurate results, "chastising a party's expert for failing to do so"). While Federal Rule 34 does not explicitly address the production of hard drive mirror images, courts have ordered the production of mirror images. See *Northwest Airlines, Inc. v. Teamsters Local 2000, et al.*, 163 L.R.R.M. (BNA) 2460, (USDC Minn. 1999); *Partminder Worldwide Inc. v. Siliconexpert Techs. Inc.*, No. 09-cv-00685-MSK-MJW, 2011 WL 587971, at



\*9 (D. Colo. Feb. 9, 2011); *ClearOne Commc'ns, Inc. v. Chiang*, 608 F. Supp. 2d 1270, 1284 (D. Utah 2009); *Balboa Threadworks, Inc. v. Stucky*, No. 05-1157-JTM-DWB, 2006 WL 763668, at \*5 (D. Kan. Mar. 24, 2006).

WITH REGARD TO ANY ELECTRONIC DATA CREATED SUBSEQUENT TO THE DATE OF DELIVERY OF THIS LETTER, RELEVANT EVIDENCE IS NOT BE DESTROYED AND YOU ARE TO TAKE WHATEVER STEPS ARE APPROPRIATE TO AVOID DESTRUCTION OF EVIDENCE. THESE MAY BE USED AS EVIDENCE IN POTENTIAL FORTHCOMING LITIGATION.

IN ORDER TO ASSURE THAT YOUR OBLIGATION TO PRESERVE DOCUMENTS AND THINGS WILL BE MET, YOU ARE DIRECTED TO FORWARD A COPY OF THIS LETTER TO ALL PERSONS AND ENTITIES WITH CUSTODIAL RESPONSIBILITY FOR THE ITEMS REFERRED TO IN THIS LETTER, INCLUDING BUT NOT LIMITED TO ALL AGENTS AND EMPLOYEES AND OTHER PERSONS UNDER YOUR DIRECTION OR SUPERVISION.

YOU ARE FURTHER DIRECTED TO IMMEDIATELY TO RETURN ALL PROPERTY IN YOUR PERSONAL POSSESSION OR CONTROL BELONGING TO THE MODOC NATION, MODOC MTE, RED CEDAR ENTERPRISES, BUFFALO MTE, EAGLE TALON ENTERPRISES AND/OR WALGA MTE TO THE PREMISES OF MODOC TRIBE OR THE RESPECTIVE ENTITY THAT OWNS SUCH PROPERTY, AND TO NOT REMOVE ANY TRIBAL OR COMPANY PROPERTY FROM COMPANY PREMISES.

YOU ARE FURTHER DIRECTED TO IMMEDIATELY PROVIDE ALL COMPUTER, NETWORK OR OTHER PASSWORDS AND LOGIN INFORMATION TO THE MODOC NATION AND ITS TRIBALLY-OWNED ENTITIES, INCLUDING BUT NOT LIMITED TO, MODOC MTE LLC, RED CEDAR ENTERPRISES INC, BUFFALO MTE LLC, TALON MTE LLC, TALON TG LLC, EAGLE TC LLC, RED CEDAR TG-MTE LLC, HIASUN, INC. AND/OR WALGA MTE.

If you are represented by legal counsel on this matter, please provide a copy of this letter to your counsel.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Conly J. Schulte', is written over a horizontal line.

Conly J. Schulte

Special Counsel to the Modoc Nation Attorney General

cc: Modoc Nation Attorney General



ONLY J. SCHULTE



ONLY SCHULTE, P.C., L.L.O.

ONLY J. SCHULTE

Attorney at Law\*

Conly Schulte, P.C., L.L.O.

9451 Mountain Ridge Dr.

Boulder, CO 80302

Cell: (402) 541-4590

conly@cschultelaw.com

\*Admitted to practice in

Colorado & Nebraska

July 16, 2019

*Via Federal Express Overnight Deliver*

Rusty Bohl  
2704 Timberhaven Drive  
Flower Mound, Texas 75028

*Re: Preservation of Records*

Dear Mr. Bohl:

Conly J. Schulte, P.C. L.L.O., as Special Counsel to the Modoc Nation Attorney General, is assisting the Modoc Nation with investigating the finances of several Modoc Nation entities, including but not limited to Modoc MTE LLC, Red Cedar Enterprises, Inc., Buffalo MTE LLC, Talon MTE LLC, Talon TG LLC, Walga MTE LLC, Eagle TG LLC, Hiasun, Inc., and/or Red Cedar TG-MTE LLC.

By this letter, **YOU ARE LEGALLY OBLIGATED TO MAINTAIN AND NOT ALTER OR DESTROY ANY RECORDS, EVIDENCE OR POTENTIAL EVIDENCE IN ANY WAY RELATED TO THE ABOVE-REFERENCED ENTITIES THAT MAY INCLUDE, BUT IS NOT LIMITED TO:**

- All voice mails;
- All emails sent and received;
- All instant messages sent and received;
- All SMS text messages sent and received
- All documents and communications, whether written, electronic or in any other form.
- All data generated and/or stored on any and all computers and cellular telephones owned or used by yourselves including "deleted" files and file fragments, stored in machine-readable format on magnetic, optical, or other storage media whether such files have been reduced to paper printouts or not;
- All data stored on any and all other electronic storage media of any type such as hard disks, floppy disks, CD-ROMs, DVDs, flash drives, backup tapes, online backup services or any other storage media or service;
- All Internet and Web-browser-generated history files, caches, and "cookie" files;
- All word-processed files, including drafts and revisions;
- All data generated by calendaring, task management, and personal information management software (such as Microsoft Outlook or Lotus Notes);
- All audio data such as voicemail and tape recordings;



- All photographs, videos, writing, or other documentary material of any nature found or stored on your computers, cellular telephones, or Internet accounts;
- Online Data Storage on mainframes; and
- Offline Data Storage, backups, and archives.

**THIS NOTICE ALSO APPLIES SPECIFICALLY, BUT WITHOUT LIMITATION, TO ANY AND ALL EMAILS, INSTANT MESSAGES, SMS TEXT MESSAGES, MESSAGING APPS OR OTHER COMPUTER OR PHONE APPLICATIONS OR "APPS", EMAIL ACCOUNTS, INTERNET ADDRESSES AND/OR INTERNET ACCOUNTS UTILIZED OR ESTABLISHED BY YOURSELVES, WHETHER OR NOT THE DATA IS STORED LOCALLY ON A COMPUTER USED BY YOU OR STORED BY A THIRD PARTY ON AN INTERNET SERVER SUCH AS GMAIL.COM, YAHOO.COM, HOTMAIL.COM, OR ANY OTHER THIRD PARTY INTERNET SERVICE.**

Failure to comply with this notice can result in severe repercussions as imposed by a Court for spoliation of evidence or potential evidence. As part of our investigation, we expect to request from you a number of documents and things, including email correspondence or other communications and files stored on your computers and storage media.

In order to avoid spoliation, you will need to provide the data requested on the original media, or on exact copies of that media (sometimes referred to as image, evidentiary, or mirror copies), and you must be able to prove that the original matches the copy in every respect.

Additionally, you must suspend certain normal computer maintenance procedures, including but not limited to such procedures as de-fragmenting hard drives, deleting internet cookies, deleting browser history and favorites, and running any "disk clean-up" processes.

Electronic documents and the storage media on which they reside contain relevant, discoverable information beyond that which may be found in printed documents. Therefore, even where a paper copy exists, we will seek all documents in their electronic form along with information about those documents contained on the media. We also will seek paper printouts of only those documents that contain unique information after they were printed out (such as paper documents containing handwriting, signatures, marginalia, drawings, annotations, highlighting, and redactions) along with any paper documents for which no corresponding electronic files exist.

Our investigation requests will ask for certain data on the hard disks, floppy disks, cloud-based storage, or any other backup media or processes used in your computers, some of which data are not readily available to an ordinary computer user, such as "deleted" files and "file fragments." As you may know, although a user may "erase" or "delete" a file, unless overwritten with new data, a "deleted" file can be as intact on the disk as any "active" file you would see in a directory listing.

All information available on electronic storage media is discoverable, whether readily readable ("active") or "deleted" but recoverable. *See, e.g., John B v. Goetz*, 879 F.Supp.2d 787, 877 (M.D. Tenn. 2010) ("Deleted information in a party's computer backup tapes is as discoverable as electronic documents in current use."); "[I]t is a well accepted proposition that deleted computer files, whether they be e-mails or otherwise, are discoverable . . . . [C]omputer records, including records that have been 'deleted,' are documents discoverable under Fed. R. Civ. P. 34." *Zubulake v. UBS Warburg LLC*, 217 F.R.D. 309, 317 (S.D. N.Y. 2003) (quoting *Antioch Co. v. Scrapbook Borders, Inc.*, 210 F.R.D. 645, 652 (D. Minn.2002) & *Simon Property Group L.P. v. mySimon, Inc.*, 194 F.R.D. 639, 640 (S.D. Ind. 2000)); *Gates Rubber Co. v. Bando Chemical Indus., Ltd.*, 167 F.R.D. 90, 112 (D. Colo. 1996); mirror image copy of everything on a hard drive "the method which would yield the most complete and accurate results, "chastising a party's expert for failing to do so"). While Federal Rule 34 does not explicitly address the



production of hard drive mirror images, courts have ordered the production of mirror images. See *Northwest Airlines, Inc. v. Teamsters Local 2000, et al.*, 163 L.R.R.M. (BNA) 2460, (USDC Minn. 1999); *Partminder Worldwide Inc. v. Siliconexpert Techs. Inc.*, No. 09-cv-00685-MSK-MJW, 2011 WL 587971, at \*9 (D. Colo. Feb. 9, 2011); *ClearOne Commc'ns, Inc. v. Chiang*, 608 F. Supp. 2d 1270, 1284 (D. Utah 2009); *Balboa Threadworks, Inc. v. Stucky*, No. 05-1157-JTM-DWB, 2006 WL 763668, at \*5 (D. Kan. Mar. 24, 2006).

WITH REGARD TO ANY ELECTRONIC DATA CREATED SUBSEQUENT TO THE DATE OF DELIVERY OF THIS LETTER, RELEVANT EVIDENCE IS NOT BE DESTROYED AND YOU ARE TO TAKE WHATEVER STEPS ARE APPROPRIATE TO AVOID DESTRUCTION OF EVIDENCE. IT IS ANTICIPATED THAT THESE ITEMS MAY BE USED IN EVIDENCE IN POTENTIAL LITIGATION.

IN ORDER TO ASSURE THAT YOUR OBLIGATION TO PRESERVE DOCUMENTS AND THINGS WILL BE MET, YOU ARE DIRECTED TO FORWARD A COPY OF THIS LETTER TO ALL PERSONS AND ENTITIES WITH CUSTODIAL RESPONSIBILITY FOR THE ITEMS REFERRED TO IN THIS LETTER, INCLUDING BUT NOT LIMITED TO ALL AGENTS AND EMPLOYEES AND OTHER PERSONS UNDER YOUR DIRECTION OR SUPERVISION.

YOU ARE FURTHER DIRECTED TO IMMEDIATELY TO RETURN ALL PROPERTY IN YOUR PERSONAL POSSESSION OR CONTROL BELONGING TO THE MODOC NATION, MODOC MTE, RED CEDAR ENTERPRISES, BUFFALO MTE, EAGLE TALON ENTERPRISES AND/OR WALGA MTE TO THE PREMISES OF MODOC TRIBE OR THE RESPECTIVE ENTITY THAT OWNS SUCH PROPERTY, AND TO NOT REMOVE ANY TRIBAL OR COMPANY PROPERTY FROM COMPANY PREMISES.

YOU ARE FURTHER DIRECTED TO IMMEDIATELY PROVIDE ALL COMPUTER, NETWORK OR OTHER PASSWORDS AND LOGIN INFORMATION TO THE MODOC NATION AND ITS TRIBALLY-OWNED ENTITIES, INCLUDING BUT NOT LIMITED TO, MODOC MTE LLC, RED CEDAR ENTERPRISES INC, BUFFALO MTE LLC, TALON MTE LLC, TALON TG LLC, EAGLE TC LLC, RED CEDAR TG-MTE LLC, HIASUN, INC., AND/OR WALGA MTE.

If you are represented by legal counsel on this matter, please provide a copy of this letter to your counsel.

Sincerely,

A handwritten signature in blue ink, appearing to read "Conly Schulte".

Conly J. Schulte, Esq.  
Special Counsel to the Modoc Nation Attorney General



**EXHIBIT 3 TO THE DECLARATION OF WILLIAM BLAKE FOLLIS**



Modoc Nation  
22 N. Eight Tribes Trail  
Miami, OK 74354  
Phone: (918) 542-1190  
Fax: (918) 542-5415

July 17, 2019

Rajesh Shah  
Softek Management Services, LLC  
4520 Niland Street  
Union City, CA 94587

*Re: Termination of Corporate Management Services Agreement*

Dear Mr. Shah:

Please be advised that the Modoc Nation (formerly the Modoc Tribe of Oklahoma) ("Tribe") hereby terminates the Corporate Management and Services Agreement between Softek Management Services ("Softek") and the Modoc Tribe of Oklahoma, dated October 1, 2014 (the "Agreement"). This termination is effective immediately. The Tribe is terminating the Agreement due to material breaches of the Agreement by Softek Management Services, LLC, including but not limited to, failure to provide services as promised in the Agreement, failure to provide short-term working capital to finance projects and activities, and breach of the payment terms of the Agreement.

Be further advised that the Tribe hereby terminates any and all other agreements, whether oral or written, express or implied, between Softek, its parent companies, subsidiaries and/or its commonly-owned/affiliated entities (Softek Entities) and the Tribe or any entity owned by the Tribe, including but not limited to Modoc MTE LLC, Red Cedar Enterprises, Inc., Buffalo MTE LLC, Talon MTE LLC, Talon TG LLC, Walga MTE LLC, Eagle TG LLC, Hiasun, Inc., and/or Red Cedar TG-MTE LLC, effective immediately.

Be further advised that all authorizations previously granted to Softek or the Softek Entities by the Tribe and/or any Tribally-owned entity are hereby revoked, effective immediately, and you are to immediately return to the Tribe all property belonging to the Tribe or any Tribally-owned entities, including all data (regardless of format), files, work-in-progress, equipment, and all other property, whether tangible or intangible.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bill G. Follis", is written over a horizontal line.

Bill G. Follis, Chief  
Modoc Nation

**EXHIBIT 4 TO THE DECLARATION OF WILLIAM BLAKE FOLLIS**



Modoc Nation  
22 N. Eight Tribes Trail  
Miami, OK 74354  
Phone: (918) 542-1190  
Fax: (918) 542-5415

July 24, 2019

Rusty Bohl  
2704 Timberhaven Drive  
Flower Mound, Texas 75028

Mr. Rusty Bohl,

The Modoc Nation provides this letter as notice to you that your employment at Modoc Tribal Enterprises, collectively, and Insperity is terminated as of July 24, 2019.

Insperity should send you information regarding your options with COBRA.

You will receive your final paycheck, by mail, upon return of any and all company property and files to the Modoc office located above, in addition to any and all log-in information that includes user names and passwords related to your employment, this includes but it not limited to any email address, bank account, or any other type of log-in based account related to employment. Any balance of vacation will be paid out with your final check as well as any deductions necessary for negative balances or amounts owed to the company.

Regards,

A handwritten signature in black ink, appearing to read "W B F", with a long horizontal stroke extending to the right.

William B. Follis  
Modoc Nation