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

MANUEL CORRALES, JR., a California resident,

Plaintiff,

vs.

UNITED STATES OF AMERICA,

Defendant.

Case No.: 3:25-CV-00368-AGS-JLB

**FIRST AMENDED COMPLAINT ON  
FEDERAL TORT CLAIM**

1. Negligence
2. Negligent Interference with Prospective Economic Relations

Plaintiff alleges as follows:

**INTRODUCTION**

1. Plaintiff seeks tort damages against the federal government for the government’s negligence in retroactively nullifying the authority of a Tribal leader who had hired Plaintiff to represent a federally recognized Indian Tribe under the authority given to that Tribal Leader by the Bureau of Indian Affairs (“BIA”), which foreseeably caused Plaintiff to lose his right to earned fees and costs advanced in representing the Tribe. In reliance on that authority and Fee Agreement signed by that Tribal Leader, Plaintiff spent hours of his time and advanced costs to prosecute the interests of the Tribe. Plaintiff agreed to be paid for his fees from a state revenue sharing fund collecting and withholding from the Tribe licensing fees from other tribes operating California casinos in the amount of \$1.1 million annually. To date those funds have grown to over \$25 million. When the government sought to resolve a Tribal leadership and membership dispute by decision from the Assistant Secretary of the Interior (“ASI”), it negligently prepared and modified that Decision without regard to the Tribal Leader’s

1 past actions in entering into third-party contracts, including the Fee Agreement with  
2 Plaintiff. It was an abrupt and unexpected 180° change in policy toward the Tribal  
3 leader and her recognized authority, which adversely impacted Plaintiff's right to recover  
4 his fees from state revenue funds belonging to the Tribe. As a result of the ASI's  
5 negligence, Plaintiff's Fee Agreement was retroactively nullified or voided, thereby  
6 stripping Plaintiff of his earned fees and costs advanced.

7 2. Plaintiff is a former attorney for the Tribe who provided various legal  
8 services to the Tribe for almost 13 years, and, after his services were terminated in  
9 2020, sought to recover his fees in the San Diego Superior Court under a hybrid Fee  
10 Agreement. The hybrid Fee Agreement guaranteed payment at an hourly rate, plus a  
11 percentage of funds being held for the Tribe with the California Gambling Control  
12 Commission ("the commission") pending resolution of a Tribal leadership and  
13 membership dispute. In the Superior Court, the Tribe moved to dismiss the suit for lack  
14 of subject matter jurisdiction, arguing that in order to decide Plaintiff's claim for fees, the  
15 court would have to determine whether the Tribal representative was authorized to enter  
16 into the Fee Agreement on behalf of the Tribe, which the court concluded it could not  
17 do, because to do so would require that it necessarily decide a Tribal leadership  
18 dispute. The State Superior Court then dismissed the action without prejudice for lack  
19 of subject matter jurisdiction. The State Court of Appeal affirmed.

20 3. Plaintiff entered into a Fee Agreement with a Tribal leader in 2007 whom  
21 the BIA and the ASI had designated as a "person of authority" or spokesperson" within  
22 the Tribe. In an attempt to resolve an ongoing Tribal leadership dispute, the ASI  
23 rendered a decision in 2015 which in effect retroactively nullified that authority and the  
24 authority of the General Council governing body established in 1998 under BIA  
25 supervision upon which the "person of authority"/"spokesperson" status was based,  
26 disenrolled the tribal leader and thereby stripped Plaintiff from his rights to collect his  
27 attorney's fees and costs advanced. When his services were terminated in 2020,  
28 Plaintiff unsuccessfully sought to recover those fees in State Court, leaving him without  
a remedy, and at the mercy of a new Tribal governing body, yet to be organized, who  
will rely on the ASI 2015 Decision to reject Plaintiff's claim for attorney's fees, resulting  
in Plaintiff losing his right to recover his fees. But for the 2015 ASI Decision

1 retroactively nullifying the Tribal leader’s authority and the subsequent ASI Decision in  
2 2022 reaffirming the retroactive language of the 2015 ASI Decision, Plaintiff would not  
3 be barred from recovering his fees.

4 4. In a related action before Judge Benjamin Cheeks, Plaintiff is requesting  
5 relief under the Administrative Procedures Act (“APA) that the ASI and BIA should be  
6 ordered to modify, clarify and correct the 2015 ASI Decision to state that the Tribal  
7 leader had the authority in 2007 to enter into a Fee Agreement with Plaintiff, and that  
8 her authority was not retroactively nullified in 2015 by the ASI Decision.

9 5. Here, Plaintiff seeks a tort remedy against the U.S. government for the  
10 ASIS’ negligence in causing him to lose his earned attorney’s fees when the ASI  
11 rendered its 2015 Decision, and again on May 31, 2022. Plaintiff suffered damages in  
12 October 2023, when his suit for those fees in State Court was rejected on appeal.  
13 Plaintiff seeks damages for his loss of attorney’s fees and costs against the federal  
14 government because the ASI/BIA’s actions in retroactively nullifying Burley’s authority,  
15 retroactively nullified and destroyed Plaintiff’s property rights (earned attorney’s fees).  
16 The negligent actions of both the ASI in 2015 and 2022, were not discretionary  
17 functions and were not policy driven, so as to bar Plaintiff’s federal tort claims. Plaintiff’s  
18 claims under the FTCA include: (1) a claim for damages as a result of negligence by  
19 federal employees; and (2) Negligent Interference With Prospective Economic  
20 Advantage. These FTCA causes of action accrued on May 31, 2022, when ASI Bryan  
21 Newland negligently modified, corrected and then reaffirmed the 2015 Washburn  
22 Decision. Plaintiff has presented his FTCA claims within the prescribed two-year  
23 period of the date his claims accrued on May 31, 2022. 28 U.S.C. § 2401(b).

### 24 **JURISDICTION AND VENUE**

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

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

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

4 **PARTIES**

5 9. Plaintiff MANUEL CORRALES, JR., ("Corrales") is a licensed attorney in  
6 the State of California, and is a resident of San Diego County, California. His practice is  
7 in San Diego County, California.

8 10. ASI Bryan Newland and ASI Kevin Washburn are non-party federal  
9 employees who were acting in the course and scope of their employment with the  
10 United States government, as herein alleged.

11 11. Defendant UNITED STATES OF AMERICA is a public entity capable of  
12 suit under the federal Torts Claim Act, and has waived sovereign immunity for the  
13 claims alleged herein.

14 **GENERAL ALLEGATIONS**

15 12. In December 2007, Plaintiff, a California lawyer, entered into a Fee  
16 Agreement with the California Valley Miwok Tribe ("the Miwok Tribe" or "the Tribe")  
17 which was signed by Silvia Burley ("Burley") on behalf of the Tribe. (Ex. "1") The Fee  
18 Agreement authorized Plaintiff to initiate multiple lawsuits on behalf of the Tribe. At the  
19 time the Fee Agreement was executed, the BIA had recognized Burley as a "person of  
20 authority" or "spokesperson" for the Tribe. The agreement was a Hybrid Fee  
21 Agreement where Plaintiff was paid an hourly fee plus a percentage of funds held by the  
22 California Gambling Control Commission ("the Commission") for the Tribe. After paying  
23 Plaintiff on an hourly basis for his services for five months, payment was suspended  
24 and deferred until funds held by the Commission were released.

25 13. Plaintiff initially sought approval of the Fee Agreement from the Assistant  
26 Secretary of the Interior ("the Secretary"), but the Secretary indicated that the law had  
27 changed, and lawyers no longer needed the Secretary's approval of contracts with  
28 federally-recognized Indian tribes, and therefore took no action on the request, but  
retained a copy of the Fee Agreement (Ex. "2") At the time, the Secretary had already  
designated Burley as the "authorized representative" within the Tribe, which allowed her  
to enter into federal contract funding with the BIA, and knew of an ongoing leadership

1 dispute that Burley had with another Tribal member, Yakama Dixie (“Dixie”). (Ex. “3,”  
2 “4,” “5,” “6,” “7,” “8” to Ex. “1” – Letter to Sec. Interior, dated 6/24/2023).

3 14. After almost 13 years of representing the Tribe and interfacing with federal  
4 lawyers, Plaintiff’s services were terminated on May 22, 2020. (Ex. “6”) Upon  
5 termination, Burley notified Plaintiff in writing, by enclosing the Tribal Resolution  
6 authorizing Plaintiff’s termination, that Plaintiff’s termination was in accordance with  
7 paragraph 8 of the Hybrid Fee Agreement which provides:

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

16 (“Hybrid Contingency Fee Agreement with Monthly Rate,” dated December 13, 2007,  
17 para. 8, page 4). Thereafter, Plaintiff submitted a final invoice for payment based on an  
18 hourly rate and a percentage of the funds held by the Commission, as set forth under  
19 the Fee Agreement. Calculating only fees owed at the agreed rate of \$250 per hour,  
20 the fees owed to Plaintiff for almost 13 years of work is approximately \$5.8 million.  
21 Whether Plaintiff is also entitled to an additional 20% of the RSTF money held by the  
22 Commission, or at Plaintiff’s market rate at that time at more than \$250 per hour, are  
23 matters that would need to be resolved in court.

24 15. Plaintiff sued the Commission to establish and enforce his lien, and both  
25 factions of the Tribe intervened. After participating in discovery (where Burley testified  
26 that she had the authority to execute the Fee Agreement on behalf of the Tribe as a  
27 BIA-designated “person of authority” within the Tribe)(Ex. “7”) and opposing Plaintiff’s  
28 motion for summary judgment, the Tribe under Burley’s leadership moved to dismiss the  
case for lack of subject matter jurisdiction, arguing that, for the court to determine the  
validity of the subject Fee Agreement, i.e., whether Burley had the authority to sign it for  
the Tribe, the trial court would be forced to decide a tribal leadership dispute over which

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

3 16. The Court of Appeal affirmed the trial court's dismissal for lack of subject  
4 matter jurisdiction. In dicta, it refused to extend the rule of deferring to the BIA's interim  
5 recognition of a Tribal representative for federal contract funding to recognize that same  
6 person as having the authority to initiate lawsuits for the Tribe, so as to avoid having to  
7 decide a Tribal leadership dispute for purposes of subject matter jurisdiction. It  
8 reasoned in dicta that deference to a person's authority to initiate lawsuits for a tribe by  
9 virtue of that person's status as a BIA-designated "person of authority" for the tribe does  
10 not extend to the authority to contract with an attorney to initiate those lawsuits. Plaintiff  
11 contends this reasoning is flawed. In any event, neither the trial court nor the Court of  
12 Appeal addressed the factual issue presented here: whether the BIA's designation of  
13 Burley as a "person of authority" within the Tribe in 2007 in fact permitted her to execute  
14 the subject Fee Agreement for the Tribe in 2007. Moreover, a dismissal for lack of  
15 subject matter jurisdiction is not on the merits, and, as a result, there has been no  
16 judicial determination on whether Burley in fact did or did not have the authority to  
17 execute the subject Fee Agreement for the Tribe in 2007.

18 17. Since the Tribe has not been organized under the Indian Reorganization  
19 Act of 1934 ("IRA"), there is no Tribal Court for Plaintiff to resort to, and therefore  
20 Plaintiff has no legal remedy to adjudicate his claim for payment of his attorney's fees  
21 based on the Court of Appeal's decision.<sup>1</sup>

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22 <sup>1</sup> The Term "unorganized" as used by the BIA to describe the Tribe means that the Tribe is not  
23 organized under the Indian Reorganization Act of 1935 ("IRA"). Although the Tribe was  
24 "organized" on an interim basis in 1998 for purposes of managing the organization of the Tribe  
25 under the IRA, by history the BIA chose to describe the Tribe operating under its General  
26 Council form of government, as established by resolution in 1998, as "unorganized," which only  
27 created confusion throughout the years. The BIA chose this "unorganized" label for the Tribe in  
28 2004, when it became clear to it that Burley was not going to reorganize the Tribe under the  
IRA, but it never disavowed its recognition of Burley's authority under the General Council form  
of government until the ASI Washburn Decision on December 30, 2015. It indicated that it  
would no longer view Burley as the "Chairperson" of the Tribe, because, as it explained, that title  
is reserved for persons leading IRA organized Tribes. The distinction is without a difference.  
The BIA still recognized Burley as a "person of authority" within the Tribe, and, pursuant to that  
authority entered into federal contract funding with her on behalf of the Tribe.

1 18. Historically, the BIA had previously permitted Burley and one Yakima Dixie  
2 (“Dixie”), both descendants of the original Band of 12 “Me-Wuk” Indians identified by  
3 John Terrell of the BIA in 1915 in the Calaveras County, California area, to establish in  
4 1998 a small General Council form of governing body that operated by resolution. (Ex.  
5 “11” and “12”). At the time, Dixie was the only member of the Tribe living on a small  
6 one-acre plot purchased for the Tribe in 1916 called the Sheep Ranch Rancheria. In  
7 1998, the Tribe was dwindling in numbers, and Dixie was the only Tribal member the  
8 BIA recognized as having any authority over the Tribe. (footnote 20 to Washburn  
9 Decision, Ex. “8”). So, when Burley and her small family came to Dixie in 1998 looking  
10 for her relatives connected to the Tribe, Dixie enrolled her and her family as members,  
11 which the BIA recognized and accepted, and the BIA then arranged to have them both  
12 establish the General Council as the governing body, with Dixie as the Chairman of the  
13 Tribe. (Ex. “11,” BIA Letter to Dixie, page 2).

14 19. The BIA recognized the Tribe as a federally recognized Tribe under the  
15 name of the Sheep Ranch Band of Me-Wuk Indians (which was later changed in 2000  
16 through resolution under the General Council through Burley, which the BIA accepted,  
17 and published in the Federal Register each year under the name of California Valley  
18 Miwok Tribe). (footnote 14 to Washburn Decision, Ex. “8”). In 1935, the sole resident of  
19 the Sheep Ranch Rancheria, Jeff Davis, voted to have the Tribe be governed under the  
20 IRA.<sup>2</sup> However, that process was never followed through, and the Tribe remained  
21 unorganized (with no formal government having a government-to-government

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22 <sup>2</sup> See page 2 to Washburn Decision. The IRA authorizes Indian Tribes to organize a governing  
23 body and adopt constitutions and form business corporations under charters of incorporation  
24 issued by the Secretary of Interior (“Secretary”). 25 U.S.C. § 477. The majority of tribal  
25 members must vote for an IRA government, which is what occurred when Jeff Davis, the sole  
26 resident on the Rancheria did. 25 U.S.C. § 478.478a IRA constitutions often perpetuate federal  
27 supervisory authority over the tribe by requiring Secretarial approval of the constitution and  
28 other tribal laws. As amended first in 1988 and then 2004, the Secretary must exercise  
approval authority within 45 days of a tribal election or the inaction will be considered approval.  
25 U.S.C. § 476(d)(2); 25 C.F.R. § 81.24. Equally important, the Secretary must approve any  
tribal constitution or amendment unless there is a finding “that the proposed constitution and  
bylaws or any amendments are contrary to applicable laws.” 25 U.S.C. § 476(d)(1); 25 C.F.R.  
§81.24. Presently the Tribal factions here are in the process of calling a Special Secretarial  
Election to form a new governing body under the IRA. Because of issues related to the  
genealogy of certain groups tracing their roots back to Jeff Davis, there has been a delay in  
calling for a Special Election to approve the new governing body under the IRA.

1 relationship with the federal government) until 1998 when the General Council was  
2 established. This was one of many missteps and negligent acts the BIA took, or failed  
3 to take, toward this Tribe. The Present Tribal leadership dispute is a product of the BIA's  
4 own making and breach of statutory duties toward this Tribe. The BIA then later failed  
5 to administratively complete the process of termination of the Tribe in 1966, when  
6 Dixie's mother, Mabel Dixie, as the sole resident of the Sheep Rancheria voted for  
7 termination. This required the BIA to work around the resulting failure of the Tribe to  
8 qualify for judicial determination of its leadership under Tillie Hardwick v. USA in 1979,  
9 which restored federal recognition to various California Rancherias which were  
10 wrongfully terminated. The 1998 Resolution to establish an interim governing body was  
11 a failed effort by the BIA to correct its negligence, and only exacerbate the problem  
12 which led to the foreseeable leadership dispute caused by the BIA itself. (Ex. "11"). So,  
13 when Dixie and Burley established the General Council in 1998, the BIA expected them  
14 to use that governing body to organize the Tribe under the IRA, because of Jeff Davis's  
15 1935 vote to have the Tribe organized under the IRA. (Ex. "11," BIA Letter to Dixie,  
16 pages 1-2). That process required that Dixie and Burley reach out to the descendants  
17 of the originally identified Band discovered in 1915 by John Terrell, who were living in  
18 the surrounding community, and have them participate in the organization of the Tribe  
19 under the IRA. (Ex. "8," Washburn Decision, page 2). It was apparent, however, that  
20 what the BIA expected Burley and Dixie to do was what the BIA failed to do with Jeff  
21 Davis in 1935.

20. In the meantime, in 1999 a leadership dispute broke out between Dixie  
21 and Burley, and Burley took over as Chairperson of the Tribe. Dixie disputed her  
22 Chairpersonship, claiming his resignation was forged, until 2012 when he was forced to  
23 admit that it was not forged after all. In the meantime, Burley refused to organize the  
24 Tribe under the IRA, claiming the General Council was adequate to function as the  
25 governing body, under her leadership, with her, Dixie and her family as the sole  
26 members, totaling five in number. (Ex. "3" to Ex. "1," Letter from DOI, dated December  
27 12, 2008). In 2011, the Assistant Secretary of Interior—Indian Affairs ("ASI") Larry Echo  
28 Hawk agreed, and ruled in a final agency decision that the General Council was the  
governing body of the Tribe, that the BIA could not force the Tribe to organize under the

1 IRA, and that the Tribe was limited to 5 members, including Burley. Dixie challenged  
2 that decision in federal court as arbitrary and capricious under the Administrative  
3 Procedures Act (“APA”), and the District Court vacated that decision and remanded it  
4 back to the ASI for reconsideration. California Valley Miwok Tribe v. Jewell (D.D.C.  
5 2013) 5 F.Supp.3d.86 On remand, Kevin Washburn, the new ASI, ruled in a final  
6 agency action on December 30, 2015, that the Tribe was not limited to 5 persons, and  
7 that the Tribe was required to organize under the IRA. (Ex. “8”). His Decision  
8 unequivocally stated that Burley does not represent the Tribe, which, read together with  
9 nullifying the establishment of the General Council in 1998, meant that Burley never  
10 represented the Tribe. He also disenrolled her as a member of the Tribe. Specifically,  
11 Washburn retroactively nullified the establishment of the 1998 Tribal resolution  
12 establishing the General Council. His decision stated:

13 “...I cannot recognize the actions taken to establish a tribal governing structure  
14 taken pursuant to the 1998 Resolution. Ms. Burley and her family do not  
15 represent the CVMT (California Valley Miwok Tribe).  
16

17 (Exhibit “8,” Washburn Decision, dated December 30, 2015, page 5). His Decision also  
18 made Burley’s membership subject to the discretion of the newly formed IRA governing  
19 body, if she could prove she was related to Dixie. Based upon Washburn’s erroneous  
20 factual findings, Burley’s membership status evaporated, which the Dixie Faction then  
21 claimed bore on her authority to hire Plaintiff to represent the tribe. The new ASI, Bryan  
22 Newland, on May 31, 2022, corrected Washburn’s erroneous findings, solidifying  
23 Burley’s membership and thus her authority to act for the Tribe in prior years. (Ex. “9,”  
24 Letter from ASI Bryan Newland, dated May 31, 2022). However, as explained herein,  
25 Newland reaffirmed the balance of Washburn’s Decision which retroactively nullified  
26 Burley’s authority to hire Plaintiff in 2007 and the General Council through which she  
27 acted. He also reconsidered Washburn’s use of the term “reorganize” and changed it to  
28 state “organize,” so as to fit the BIA’s abrupt change in policy toward Burley and her  
29 authority. By retroactively nullifying the General Council established in 1998, and stating  
30 that Burley does not represent the Tribe, **Washburn nullified Burley’s designation as  
31 a “person of authority” for the Tribe and nullified the authority she had in 2007 as  
32 the authorized representative for the Tribe to enter into the Fee Agreement with**

1 **Plaintiff**, after Plaintiff had done significant work and spent time and money  
2 representing the Tribe, and thus **interfered with Plaintiff's legal relationship with the**  
3 **Tribe and prevented him from being paid for his legal work.** Once the Tribe is  
4 organized under the IRA, the new Tribal governing body will reject Plaintiff's claim for  
5 payment of his fees, relying on the Washburn Decision to say that Burley's authority  
6 was retroactively nullified, leaving Plaintiff without a remedy, because the Tribe as  
7 newly constituted under and IRA constitution will be immune from suit. See Crowe &  
8 Dunlevy, P.C. (10<sup>th</sup> Cir. 2011) 640 F.3d 1140, 1157-1158. The Tribe challenged  
9 Washburn's Decision in federal court, and the 9<sup>th</sup> Circuit affirmed the rejection of that  
10 challenge on December 11, 2018, making the Washburn Decision final 90 days from  
11 that date. California Valley Miwok Tribe v. Zinke (9<sup>th</sup> Cir. 2018) 745 Fed.Appx.46  
12 (Mem.).

13 21. In the related Dutschke APA action, Plaintiff is arguing that Washburn's  
14 Decision, and Newland's May 31, 2022, Decision modifying and reaffirming Washburn's  
15 Decision, were both "arbitrary, capricious, and an abuse of discretion, or otherwise not  
16 in accordance with law." Plaintiff suffered a legal wrong because of the ASI's and the  
17 BIA's agency action, causing Plaintiff to be "adversely affected or aggrieved" by their  
18 final agency action, as described herein.

19 22. The ASI and the BIA knew or should have known that their decisions  
20 would cause Plaintiff to suffer the loss of his attorney's fees, because:

21 a. They encouraged and supervised Dixie and Burley in setting up the  
22 General Council as the interim governing body for the Tribe in 1998 for purposes of re-  
23 organizing the Tribe under the IRA per Jeff Davis's single vote in 1935, which gave it full  
24 authority to act for the Tribe.

25 b. They knew that Dixie and Burley were engaged in a Tribal  
26 leadership dispute since 1999.

27 c. Despite the ongoing Tribal leadership dispute, the ASI and the BIA  
28 recognized Burley as the Chairperson of the Tribe under the General Council  
established in 1998, and not Dixie, from 1999 up to 2004, when they designated Burley  
as a "person of authority" or "spokesperson" for the Tribe under the General Council.  
(Ex. "13," "14" [chairperson]; Ex. "4," "5," "6," "7," and "8" to Ex. 1" – June 24, 2023

1 Letter to Sec. of Interior). For example, in 2000, Burley, as chairperson of the Tribe  
2 under the General Council, submitted a Resolution adopted by the General Council to  
3 the BIA stating that the Tribe changed its name to the California Valley Miwok Tribe.  
4 (Ex. "15"). The BIA accepted that Resolution and changed the name of the Tribe,  
5 putting that new name in the Federal Register for publication. (Ex. "16"). When the BIA  
6 and ASI designated Burley as a "person of authority" or "spokesperson" for the Tribe,  
7 this created the Tribe's obligations to Plaintiff, since Burley had the authority by virtue  
8 this designation at the time to employ Plaintiff for his legal services on behalf of the  
9 Tribe. Plaintiff had every right to expect that Burley had this authority, since the BIA and  
10 the ASI made that known in public records which Burley shared with Plaintiff to convince  
11 him that she had that authority. Moreover, the 1998 Resolution which established the  
12 General Council that was to govern the Tribe was actually drafted by the BIA. That  
13 Resolution contained a provision stating that the General Council had the authority to  
14 "employ legal counsel" for the Tribe.

15 d. Despite the ongoing Tribal leadership dispute, the ASI and the BIA  
16 entered into 638 federal contract funding with Burley as the "person of authority" or  
17 "spokesperson" for the Tribe from 1999 through 2009, (Ex. "8" to Ex. "1" – Letter dated  
18 June 24, 2023, to Sec. Interior) and continued to treat her as a "person of authority" for  
19 the Tribe under the General Council until Washburn's December 30, 2015 Decision,  
20 which became final on December 11, 2018, and which was modified and reaffirmed on  
21 May 31, 2022.

22 e. The ASI and the BIA knew that Burley had hired Plaintiff to  
23 represent the Tribe, because on November 30, 2009, Plaintiff submitted his Fee  
24 Agreement to the ASI signed by Burley on behalf of the Tribe on December 13, 2007,  
25 and modifications thereafter, (Ex. "1" to Ex. "1" – Letter dated June 24, 2023, to Sec.  
26 Interior) and Plaintiff was the Tribe's attorney of record in federal litigation in which the  
27 ASI and BIA were parties, and which cases resulted in published decisions, before the  
28 December 30, 2015, Washburn Decision. Moreover, as stated, the BIA drafted  
Resolution #GC-98-01 for the Tribe establishing the General Council in 1998, which  
provided that the General Council had the power to "employ legal counsel." Moreover,  
in 2014, Plaintiff wrote to ASI Washburn directly, twice, urging him to preserve Burley's

1 authority to act for the Tribe in drafting his reconsideration decision as ordered by the  
2 US District Court, and identified himself as the Tribe's attorney under Burley's  
3 leadership.

4 23. In addition, on May 31, 2022, the new ASI, Bryan Newland, modified the  
5 December 30, 2015 Washburn Decision, and endorsed and reaffirmed the Washburn  
6 Decision with those modifications, stating the May 31, 2022, decision was a final agency  
7 action.

8 24. As a result, Plaintiff's FTCA claims accrued on May 31, 2022. He had two  
9 years from the May 31, 2022, Newland Decision reaffirming Washburn's Decision as  
10 modified, in which to sue under the FTCA. He filed this action on February 19, 2025.  
11 His suit is timely.

12 25. As shown by the May 31, 2022, Decision from ASI Bryan Newland, the  
13 ASI has the power and authority to modify and correct the Washburn Decision.

14 26. Attached and made part of this complaint are the following documents:

- 15 1. Exhibit 1: Letter to Haaland, et al., dated June 24, 2034, from  
16 Corrales;
- 17 2. Exhibit 2: Email to Stephanie Cloud at DOI, dated August 2, 2023,  
18 from Corrales;
- 19 3. Exhibit 3: Email to Amy Dutschke at BIA, dated August 8, 2023,  
20 from Corrales;
- 21 4. Exhibit 4: Letter to Corrales from Amy Dutschke at BIA, dated  
22 September 27, 2023;
- 23 5. Exhibit 5: Email to Amy Dutschke at BIA, dated September 28,  
24 2023, from Corrales;
- 25 6. Exhibit 6: Letter to Corrales from Silvia Burley, dated May 22, 2020;
- 26 7. Exhibit 7: Relevant portions of the deposition transcript of Silvia  
27 Burley, dated May 26, 2021 in Case Corrales v. CGCC, Case No.  
28 37-2019-000197079-CU-MC-CTL (San Diego County).
8. Exhibit 8: Letter to Silvia Burley from Kevin Washburn at DOI, dated  
December 30, 2015;

- 1 9. Exhibit 9: Letter to Amy Dutschke at BIA from Bryan Newland,  
2 dated May 31, 2022;
- 3 10. Exhibit 10: Letter from Amy Dutschke at BIA, dated May 30, 2019
- 4 11. Exhibit 11: Letter to Yakima Dixie from Dale Risling, Sr. at BIA,  
5 dated September 24, 1998;
- 6 12. Exhibit 12: Resolution #GC-98-01, dated November 5, 1998;
- 7 13. Exhibit 13: Letter to Silvia Burley from Dale Risling, Sr. at BIA,  
8 dated July 12, 2000;
- 9 14. Exhibit 14: Letter from Dale Risling, Sr. at BIA, dated November 24,  
10 2003;
- 11 15. Exhibit 15: Tribal Council Resolution of May 7, 2001; and
- 12 16. Exhibit 16: Letter to Silvia Burley from BIA, dated June 7, 2001.
- 13 17. Exhibit 17: Letter to Kevin Washburn from Corrales, dated June 6,  
14 2014.
- 15 18. Exhibit 18: Email to Kevin Washburn from Corrales, dated May 17,  
16 2014.
- 17 19. Exhibit 19: Letter from Chadd Everone to Dean Shelton, dated June  
18 7, 2007
- 19 20. Exhibit 20: Federal Register dated December 14, 2024.
- 20 21. Exhibit 21: Email from Corrales to BIA Troy Burdick, dated  
21 September 2, 2010.
- 22 22. Exhibit 22: Letter dated April 18, 2024, from Corrales to Deputy AG  
23 Waian.
- 24 23. Exhibit 23: CGCC October 22, 2024 quarterly report re: RSTF  
25 payments to Tribes in California.
- 26 24. Exhibit 24: Handwritten letter from Yakima Dixie, dated April 21,  
27 1999, giving Burley to act as delegate to represent the Tribe.
- 28 25. Exhibit 25: Rejection of FTCA claim, dated October 23, 2024.

**ARTICLE III STANDING**

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

## BACKGROUND

1           28. In 1915, an Indian Agent from the BIA by the name of John Terrell took a  
2 census (“the 1915 census”) of a band of Indians living in the Sheep Ranch area of  
3 Calaveras County, California, near an old mining town. (Ex. “8,” 2015 Washburn  
4 Decision, page 2). Terrell counted 12 Indians, which he characterized as Sheep Ranch  
5 Indians with a “long and strong attachment” with each other.

6           29. Terrell therefore arranged for the purchase of a 0.92-acre lot for this small  
7 band of Indians, expecting only half of them to physically reside on the property. (Ex.  
8 “8,” 2015 Washburn Decision, page 2). This was because the 12 Indians he identified  
9 consisted of three or four families, with Peter Hodges as the band’s leader who had  
10 lived with his wife and four children 2 ½ miles away on his homesteaded property.  
11 Under the circumstances, Terrell felt the 0.92-acre plot was large enough to  
12 accommodate the other six (6) band of Indians, especially given their custom of living in  
13 “little Indian cabins” and spending their time usually “in the nearby streams panning for  
14 gold.”

15           30. Once purchased, the 0.92-acre lot became an Indian reservation or  
16 Rancheria and the small band became known as the “Sheep Ranch Rancheria” or  
17 Tribe, because the land was held in trust for these Indians by the federal government.  
18 CVMT v. Jewell (D.C.D.C. 2013) 5 F.Supp.3d 86, 90. Thus, Terrell’s purchase of the  
19 .092-acre lot had the effect of creating a Tribe for this band of Indians. No formal  
20 assignments or allotments were made on the 0.92-acre Rancheria, and the BIA  
21 considered it to be “unorganized” until 1998 when Yakima Dixie and Burley, under the  
22 direction of the BIA, organized it on an interim basis in preparation for formal  
23 organization under the Indian Organization Act of 1935 (“IRA”). (Ex. “12” 1998  
24 Resolution).<sup>3</sup>

25           31. Terrell’s 1915 census identified Jeff Davis as one of the 12-member band  
26 of Sheep Ranch Indians, who was 53 years old at the time, and whose name was given

27 <sup>3</sup> For simplicity’s sake, the BIA used the term “organized” to refer to the Tribe having a formal  
28 organized governing body under the IRA. An organized IRA governing body required a BIA-  
approved constitution which would elect its leaders (approved and ratified by the BIA) and  
conduct Tribal business, including enrolling members, and having a government-to-government  
relationship with the BIA. However, the BIA’s use of these terms was confusing. The Tribe was  
organized with an interim governing body in 1998, and is yet to be “re-organized under the IRA.”

1 to him by the early miners in the area “during the progress of the civil war,” because, as  
2 a boy, he hung out at the mining camps during that period of time. Jeff Davis later  
3 moved onto the 0.92-acre lot, and, in 1935, he was identified as the “single eligible voter  
4 ... who voted in favor of the IRA” for the Tribe. (Ex. “8,” 2015 Washburn Decision, pages  
5 1-2). At that time, and at the time that Yakima Dixie would meet Burley in 1998, the BIA  
6 had a policy of treating only those descendants of the original band members identified  
7 in the 1915 census who physically resided on the 0.92-acre Rancheria as having sole  
8 authority to enroll additional members and formally organize the Tribe, at the exclusion  
9 of the other original band members or their descendants. CVMT v. Jewell, supra at 89.  
10 Since, like most Rancherias, the 0.92-acre lot was not large enough to allow all 12 band  
11 members and their descendants to reside on it, and membership was tied to residence  
12 on the Rancheria, other band members associated with the Tribe who resided away  
13 from the Rancheria were considered “potential” members. (Ex. “8,” Washburn Decision,  
14 page 4). Thus, because Dixie resided on the Rancheria when he met Burley in 1998,  
15 and Burley was a “potential” member not residing on the Rancheria, Dixie had the  
16 authority to enroll her and her family as members of the Tribe. The policy of authority to  
17 act for the Tribe based on residing on the Rancheria would later change when Burley  
18 took over the leadership of the Tribe in 1999, and the BIA treated her as the  
19 Chairperson of the Tribe and then later as a “person of authority” or spokesperson”  
20 within the Tribe. CVMT v. Jewell, supra at 93. This latter designation arose when the  
21 BIA became frustrated with the ongoing Tribal leadership dispute between Burley and  
22 Dixie that was preventing the Tribe’s formal organization under the IRA as voted on by  
23 Jeff Davis in 1935. The BIA’s efforts to resolve this ongoing Tribal leadership dispute  
24 resulted in the culmination of three final agency ASI decisions: (1) the August 31, 2011  
25 Larry Echo Hawk Decision; (2) the December 30, 2015 Kevin Washburn Decision; and  
26 (3) the May 31, 2022 Bryan Newland Decision. (Ex. “8” and “9”).<sup>4</sup>

25 \_\_\_\_\_  
26 <sup>4</sup> As stated, the present ongoing membership and leadership dispute was a product of the BIA’s  
27 negligence and failure to properly manage the affairs of this Tribe. The 1998 Resolution  
28 establishing the General Council, which the BIA drafted, provided that the General Council,  
albeit interim, was in fact the governing body of the Tribe that gave the General Council various  
powers, including the power to hire lawyers. The Resolution also provided that the General  
Council shall exist until the Tribe reorganizes under the IRA. It also provided that the General  
Council could pass other resolutions that included amending the 1998 Resolution, or even Jeff

1 32. After Jeff Davis's 1935 vote, the BIA, in violation of its statutory duties,  
2 never followed up on arranging for the Tribe to be organized under the IRA, and the  
3 Tribe remained unorganized until 1998 when Burley met Dixie, who the BIA told her she  
4 was related to Jeff Davis. While Burley's relationship to Jeff Davis later proved to be  
5 inaccurate, Burley was nonetheless related to Dixie, and on May 31, 2022, ASI Newland  
6 corrected Washburn's Decision to include her and her family as lineal descendants of  
7 the original 12 band members as counted in a 1929 census. As a result, ASI Newland  
8 confirmed that Burley and her family were members entitled to participate in the  
9 organization of the Tribe under the IRA, which was a correction to Washburn's 2015  
10 Decision. (Ex. "9," Newland Decision, May 31, 2022, page 3, fn. 7).<sup>5</sup>

11 33. On August 5, 1998, with the authority as the only descendant of the 1915  
12 census residing on the Sheep Ranch Rancheria, and with encouragement and approval  
13 by the BIA, Dixie signed a statement accepting Burley and her family as enrolled  
14 members of the Tribe, which ASI Washburn in his 2015 Decision lauded as "an  
15 appropriate step" to "strengthen a dwindling tribe" that "benefitted Dixie" and the "Burley  
16 family." (Ex. "8," Washburn Decision, page 4, fn. 20). As a result of Dixie's BIA-  
17 approved actions, the Tribe in 1998 consisted of six (6) enrolled members, which

18 \_\_\_\_\_  
19 Davis' 1935 vote to organize the Tribe under the IRA. Instead of allowing the Tribe to function  
20 under the General Council as established under the 1998 Resolution, the BIA sought to force  
21 the Tribe under Burley's leadership to reorganize anyway under the IRA, causing the Tribal  
22 leadership dispute. Not knowing how to untangle the mess it made, the BIA then sought ways to  
23 take Burley's authority away, which was contrary to the 1998 Resolution. The 2015 Washburn  
24 Decision was the culmination of that wrongful conduct.

25 <sup>5</sup> Burley's grandfather, Manny Jeff, was the brother of Hetty [Hattie] Jeff, Dixie's grandmother,  
26 making them 2<sup>nd</sup> cousins. (Ex. "10," Dutschke letter, May 30, 2019, page 9 of Memorandum).  
27 Hetty Jeff was married to Joe Hodges, the son of John Hodges, the brother of Peter Hodges of  
28 the original band of 12 Sheep Ranch Indians. Dixie's mother, Mabel Dixie, was the  
granddaughter of Peter Hodges, one of the original 12 band members. She resided on the  
Rancheria for 30 years, and was the sole resident and person with authority who voted for  
termination of the Tribe in 1966, and received a deed to the property from the BIA. CVMT v.  
Jewell, supra at 89. However, termination was never followed through administratively, and the  
Tribe was never terminated, requiring the establishment of the General Council under  
Resolution #98-01 in order to effectuate organization under the IRA. (Ex. "11," Letter from Dale  
Risling, Sr., to Yakima Dixie, September 24, 1998). Thus, Dixie was a direct descendent of the  
original 12 band of Indians counted in the 1915 census, and, as the sole resident on the  
Rancheria when he met Burley in 1998, he had the sole authority to enroll her and her family as  
members of the Tribe per the BIA's policy at that time.

1 included Dixie and his brother Melvin and Burley and her family. According to the BIA,  
2 this small group was the “golden members” of the Tribe.

3 34. On September 24, 1998, the BIA “recommended that the Tribe operate as  
4 a General Council,” because of its “small size,” so that they could elect or appoint a  
5 chairperson and conduct business. (Ex. “11,” Risling Letter of September 24, 1998,  
6 page 3). Accordingly, on November 5, 1998, under the BIA’s direction, and using a  
7 draft resolution prepared by the BIA, Dixie and Burley established a General Council  
8 form of governing body, known as Resolution #CG-98-01, with Dixie as the Tribal  
9 Chairman. (Ex. “12,” Resolution No. 98, November 5, 1998). **Resolution No. 98-01**  
10 **also provided that the Tribe had the power to hire lawyers to represent the Tribe.**

11 (Ex. “12,” Resolution No. 98, November 5, 1998, page 2). The purpose of the General  
12 Council was to facilitate the formal organization of the Tribe under the IRA, as voted on  
13 by Jeff Davis in 1935, which would require involving the greater Tribal community of  
14 descendants of the original 12 band of Indians counted in the 1915 census. The BIA  
15 explained to Dixie and Burley that receipt of federal funding depended upon the Tribe  
16 being organized under the IRA. (Ex. “6,” letter from ASI Olsen to Dixie, February 11,  
17 2005).

18 35. On April 20, 1999, Dixie signed a notice of resignation as Tribal Chairman,  
19 and Burley took over as the Tribe’s duly elected Tribal Chairperson. Thereafter, Dixie  
20 disputed having ever resigned as Tribal Chairman, which began an ongoing Tribal  
21 leadership dispute and hampered the Tribe’s efforts to organize under the IRA.  
22 Thereafter, from 1999 through 2004, the BIA recognized only Burley as the Tribal  
23 Chairperson, and then, when the BIA was frustrated over Burley’s lack of progress in  
24 organizing the Tribe under the IRA, the BIA designated her as the “authorized  
25 representative” or “spokesperson” within the Tribe. While Burley was the BIA-  
26 designated “person of authority” or “spokesperson” within the Tribe, she entered into  
27 numerous 638 contract funding with the BIA for the Tribe for several years. The BIA  
28 explained that this “title” was more appropriate than Tribal Chairperson, because the  
designations of “Chairperson” was for organized tribes under the IRA, and the BIA did

1 not yet view the Tribe as being organized under the IRA. CVMT v. Jewell, supra at 93.  
2 However, her authority under the General Council remained the same.<sup>6</sup>

3 36. When the IRA was amended in 2004 to allow non-IRA tribes to govern  
4 outside the IRA and still qualify to receive federal 638 funding,<sup>7</sup> Burley refused to follow  
5 through with honoring Jeff Davis's vote to organize under the IRA, relying instead on the  
6 General Council to be the Tribe's governing body. The General Council permitted her  
7 to do this. The BIA disagreed, and insisted that Jeff Davis's vote controlled, and looked  
8 for ways to achieve IRA organization for the Tribe notwithstanding, including initiating  
9 the process itself through newspaper publication with participation of the greater Tribal  
10 community without Burley's cooperation. CVMT v. Jewell, supra at 94. Burley appealed  
11 the BIA's decision to conduct the reorganization process itself over Burley's objections,  
12 and the Interior Board of Indian Appeals ("IBIA") referred the matter to the ASI. CMVT v.  
13 Jewell, supra at 95. Then on August 31, 2011, ASI Larry Echo Hawk issued a final  
14 agency decision which ruled that per 25 U.S.C. § 476(h) the Tribe need not re-organize  
15 under the IRA, since it was already organized under the General Council with Burley as  
16 the Chairperson, and that the Tribe consisted of five members, including Dixie, Burley  
17 and Burley's family (Dixie's brother, Melvin, had since passed away). CVMT v. Jewell,  
18 supra at 95-96.

19 37. Dixie challenged Echo Hawks 2011 Decision, and the U.S. District Court  
20 found that it was not reasonable to conclude that the Tribe was limited to five (5)  
21 persons when the record shows the existence of 200 potential members, and that the  
22 ASI failed to adequately address Dixie's allegation that he never resigned and his  
23 question of Burley's authority. It therefore remanded the matter back to the ASI for  
24 reconsideration. CVMT v. Jewell, supra at 101.

25 <sup>6</sup> As stated, the BIA could not disenfranchise Burley's authority under the General Council by  
26 simply recognizing her only as a "person of authority." The General Council under which she  
27 operated gave her full authority to do more than just enter into 638 federal contracts with the  
28 BIA. It also gave her power to hire lawyers and actually change Jeff Davis' 1935 vote to  
reorganize under the IRA. Until Washburn's 2015 Decision, Burley had full authority to hire  
Plaintiff to represent the Tribe. (Ex. "11," BIA letter to Dixie, dated September 24, 1998, page 3:  
"Additional powers can be specified by the General Council through either an amendment to the  
authorizing resolution, or adoption of another resolution"); (Ex. "12," 1998 Resolution, page 2).

<sup>7</sup> 25 U.S.C. §476(h), now 25 U.S.C. §5123 (h)

1 38. Upon reconsideration, ASI Washburn issued a decision on August 30,  
2 2015, concluding that the Tribe's membership was not limited to five people. (Ex. "8,"  
3 Washburn Decision, page 3). He also **retroactively nullified Burley's authority** to act  
4 as the Tribe's representative, and **retroactively nullified the actions taken to**  
5 **establish the 1998 General Council** from which Burley derived her authority to act for  
6 the Tribe. (Ex. "8," Washburn Decision, page 5). He also disenrolled Burley. This was  
7 an abrupt change of BIA policy toward Burley, and had the effect of retroactively  
8 nullifying Plaintiff's Fee Agreement with the Tribe entered into in December 2007. On  
9 May 31, 2022, ASI Bryan Newland modified, corrected and reaffirmed Washburn's 2015  
10 Decision. (Ex. "9," Newland Decision, page 2 and 5). Under the 2015 Washburn  
11 Decision, Burley's membership was dependent upon the discretion of the future newly  
12 constituted governing body, once organized under the IRA, since her ancestry fell under  
13 the 1929 census of Eligible Group established by Washburn. (Ex. "9," Newland  
14 Decision, page 3 and 4). The 2022 Newland Decision corrected and modified Burley's  
15 status, as well as others counted in the 1929 census, to be included in those persons  
16 eligible to participate in the Tribe's IRA organization as members, but it did not correct  
17 the language of Washburn's Decision retroactively nullifying Burley's authority to act as  
18 the Tribe's "authorized representative" or "spokesperson" for the Tribe, or correct  
19 Washburn retroactively nullifying the actions taken to establish the 1998 Resolution  
20 establishing the General Council from which Burley derived her authority. (Ex. "9,"  
21 Newland Decision).

22 39. In December 2007, during the Tribal leadership dispute, and while the BIA  
23 had designated Burley as a "person of authority" or "spokesperson" within the Tribe,  
24 Burley, on behalf of the Tribe, hired Plaintiff to represent the Tribe in various litigation  
25 matters and other matters, and entered into a Fee Agreement with Plaintiff to that end.  
26 (Para. 17, FAC). The Fee Agreement was a "hybrid" fee agreement, which charged the  
27 Tribe \$250 per hour plus a percentage of funds the Commission is withholding from the  
28 Tribe, called Revenue Sharing Trust Fund ("RSTF") payments, pending resolution of the  
Tribe's membership and leadership dispute. The Tribe paid Plaintiff his hourly invoices  
for a few months, but the parties later suspended and deferred payment until the  
Commission releases the Tribe's RSTF payments, after which Plaintiff would be paid his

1 fees in full. Based upon these assurances, and the BIA's designation of Burley as the  
2 Tribe's "authorized representative" or "spokesperson" for the Tribe, Plaintiff did work for  
3 the Tribe for almost 13 years, and advanced significant costs in doing so. The BIA was  
4 aware that Burley had hired Plaintiff to represent the Tribe as early as November 30,  
5 2009. (Ex. "2").

6 40. Although the BIA would later suspend 638 federal contract funding for the  
7 Tribe, because Burley refused to make acceptable progress towards reorganizing the  
8 Tribe under the IRA, it continued to recognize her as the "authorized representative" of  
9 the Tribe. (Ex. "7," Declaration of Janice Whipple-Depina: "Nothing in the BIA's letter" to  
10 Burley "suspending the current 638 contract" with the Tribe "should be read to indicate  
11 that the BIA is taking the position that Ms. Burley is no longer 'a person of authority'  
12 within the Tribe"). It never nullified the authority of the General Council until the 2015  
13 Washburn Decision.

14 41. On November 30, 2009, Plaintiff sent his Fee Agreement to the Secretary  
15 of Interior ("the Secretary"), seeking approval of that agreement. (Para. 18, FAC). On  
16 March 11, 2010, the Secretary responded that Plaintiff was not required to get prior  
17 approval from the Secretary for his Fee Agreement with the Tribe, since the law had  
18 changed and no longer required Secretary approval of "contracts for legal services  
19 between recognized Indian tribes and their attorneys." (Ex. "2," letter from the Secretary  
20 to Corrales, dated March 11, 2010).<sup>8</sup> At the time, the Tribe was still involved in a Tribal  
21 leadership dispute, and the BIA and the Secretary had designated Burley as a "person  
22 of authority" and "spokesperson" for the Tribe. In addition, each year since accepting  
23 the Tribe's Resolution under Burley's leadership in 2000 to change the name of the  
24 Tribe, the Secretary has placed, and continues to place, the name of the California  
25 Valley Miwok Tribe in the Federal Register as a federally recognized tribe, thereby  
26 repeatedly recognizing her authority, and the authority of the General Council to change  
27 the name of the Tribe. (Ex. "16, BIA letter dated June 7, 2000).

28 <sup>8</sup> Significantly, the Secretary did not return Plaintiff's letter with his Fee Agreement as is typically  
done by agency's taking no action on a request. Thus, the secretary presumably still has  
Plaintiff's Fee Agreement.

1 42. Despite knowing about Plaintiff's Fee Agreement with the Tribe, and  
2 Burley's authority to enter into contracts for the Tribe prior to August 30, 2015, ASI  
3 Newland, on May 31, 2022, made an abrupt change in policy toward Burley and  
4 **retroactively nullified Plaintiff's Fee Agreement** with the Tribe, and barred him from  
5 collecting fees earned under that contract. When ASI Newland reaffirmed Washburn's  
6 2015 Decision retroactively nullifying Burley's authority, he **retroactively nullified**  
7 **Plaintiff's Fee Agreement.**

8 43. The Defendants made an abrupt policy change that retroactively nullified  
9 Burley's previously BIA-designated status of a "person of authority" or "spokesperson"  
10 within the Tribe prior to 2015 when: (1) they refused to recognize a formal governing  
11 body until the Tribe was organized under the IRA, but allowed the General Council to  
12 function as an interim governing body to facilitate the reorganization of the Tribe under  
13 the IRA; (2) a pending leadership and membership dispute involving Burley was  
14 ongoing, which the Defendants knew about; (3) Burley was entering into 638 federal  
15 contract funding with the BIA on behalf of the Tribe for several years; (4) the BIA  
16 continued to deem her to be an "authorized representative" or "spokesperson" within the  
17 Tribe, even though it stopped acknowledging her as the Tribal "Chairperson" and  
18 suspended 638 contracts with her; (5) Burley entered into a Fee Agreement with  
19 Plaintiff for the Tribe; (6) they knew that Burley had a Fee Agreement with Plaintiff, and  
20 had used her authority as a BIA-designated "person of authority" or "spokesperson"  
21 within the Tribe and the General Council the BIA authorized to be established in 1998  
22 containing the power to hire lawyers for the Tribe; and (7) **despite this long-standing**  
23 **policy and precedent of designating Burley with authority to act for the Tribe on**  
24 **contractual matters, since 1999, the Defendants took a 180-degree change of**  
25 **course**, and, instead of merely refusing to acknowledge Burley's authority **going**  
26 **forward** from 2015, the they unreasonably, retroactively nullified and eliminated  
27 Burley's prior authority to retain Plaintiff as the Tribe's attorney and caused him to suffer  
28 a "legal wrong" and lose his right to collect fees he earned in representing the Tribe for  
almost 13 years and costs advanced.

1                   **“ADVERSE DOWNSTREAM EFFECTS” ON PLAINTIFF BY FINAL AGENCY**  
2                   **ACTION**

3           44. Plaintiff has Article III standing, because he has (1) suffered an injury in  
4 fact, (2) that is fairly traceable to the Defendants’ conduct, and (3) that is likely to be  
5 addressed by a favorable judicial decision. The two ASI Decisions (Newland and  
6 Washburn), as herein described, although they do not directly address or mention  
7 Plaintiff’s Fee Agreement with Burley, the BIA-designated “person of authority,” they  
8 have had an “**adverse downstream effect**” on Plaintiff, entitling Plaintiff to relief under  
9 **vacatur**, and allowing those portions of the 2015 Washburn Decision retroactively  
10 nullifying Burley’s authority, to be “set aside,” “cancelled,” “annulled” or “revoked,” as  
11 noted by the recent Supreme Court Opinion of Corner Post, Inc. v. Board of Governors  
12 of Federal Reserve System (2024) 603 U.S. 799, 826-837 (concurring Opinion by  
13 Justice Kavanaugh). These are based on the following specific and concrete facts:

14           45. Plaintiff re-alleges the allegations in paragraphs 1 through 40 which are  
15 incorporated herein by reference, and, in addition, allege the following for purposes of  
16 Article III standing.

17                   **PLAINTIFF’S JUNE 6, 2014, LETTER TO ASI WASHBURN**

18           46. On June 6, 2014, Plaintiff sent a letter to ASI Kevin Washburn and  
19 **identified himself as the attorney for the Miwok Tribe** “under the leadership of Silvia  
20 Burley.” (Ex. “17”). At the time, the U.S. District Court had vacated ASI Larry Echo  
21 Hawk’s August 31, 2011, Decision recognizing the General Council under Burley’s  
22 leadership as the Tribe governing body without the need to expand and organize under  
23 the IRA, and limiting the Tribe’s membership to five persons, including Burley. The U.S.  
24 District Court remanded the matter back to the ASI to “reconsider” its Decision in light of  
25 the U.S. District Court’s summary judgment ruling in the Dixie Faction’s favor that the  
26 ASI’s 2011 Decision was arbitrary and capricious in assuming without evidence that the  
27 Tribe’s membership was limited to five persons and that ASI Echo Hawk had failed to  
28 address factual allegations by the Dixie Faction about the legitimacy of the General  
Council established in 1998 under the BIA’s direction.

          47. Plaintiff’s letter to ASI Washburn, who took over the ASI’s position after  
Larry Echo Hawk had stepped down, was in response to the Dixie faction’s lawyers

1 communication to ASI Washburn concerning what both factions thought the ASI should  
2 consider in preparing his reconsidered Decision, in light of facts that were being litigated  
3 in the California State Superior Court and on appeal, including Dixie's recent deposition  
4 testimony conceding that he had in fact resigned leadership in the Tribe, contrary to the  
5 long-standing prior position he had taken over the years. Plaintiff also enclosed a copy  
6 of his Opening Brief he had filed in the State Court of Appeal.

7 48. Throughout his letter to ASI Washburn, Plaintiff made it clear that he was  
8 the Tribe's attorney under the leadership of Burley, which ASI Washburn knew, or  
9 should have known, was operating under the General Council established under  
10 Resolution #GC-98-01 in 1998. He had the administrative record, as referenced in  
11 Plaintiff's letter, and that administrative record contained Resolution #GC-98-01 which  
12 established the General Council, and which contained a provision authorizing the hiring  
13 of legal counsel to represent the Tribe. Indeed, he cited the administrative record  
14 through his August 30, 2015, Decision, and enclosing them as "attachments." (Ex. "8,"  
15 2015 Washburn Decision). His office (Secretary of Interior) had previously received  
16 Plaintiff's Fee Agreement for which Plaintiff asked approval, since Resolution #GC-98-  
17 01 specifically required the approval of counsel. However, the Secretary of Interior  
18 indicated approval was no longer required, as a result of the change in the law. (Ex. "2,"  
19 Letter from Office of Interior dated March 11, 2010). Nevertheless, ASI Washburn, as  
20 the ASI, is charged with knowledge of that Fee Agreement confirming that Burley had  
21 hired Plaintiff to represent the Tribe, which was reiterated and confirmed again by  
22 Plaintiff's June 6, 2014 letter to Washburn, and another email dated May 16, 2014, as  
23 herein alleged.

24 49. Plaintiff had previously written to ASI Washburn on May 16, 2014, wherein  
25 he enclosed his Reply Brief in the State Court of Appeal matter involving the Tribe. He  
26 also identified himself as the Tribe's attorney. He later decided to send ASI Washburn  
27 the Opening Brief on June 6, 2014, which provided more details of the factual dispute.

28 50. In addition, as far back as September 2010, Plaintiff told the BIA that he  
represented the Tribe under Burley's leadership when he set up a conference call with  
Troy Burdick, the BIA Superintendent in Sacramento, California, which Mr. Burdick  
abruptly cancelled at the last minute. (Ex. "21," Email from Burdick to Corrales, dated

1 September 2, 2010). Mr. Burdick had agreed to the telephone conference with Plaintiff,  
2 and he had asked for “discussion points” before the telephone call. Plaintiff provided  
3 those discussion points in an email to Mr. Burdick where Plaintiff identified himself as  
4 the attorney for the California Valley Miwok Tribe under Burley’s leadership. The  
5 proposed discussion points included the BIA’s acknowledgment of the Tribe’s  
6 Resolution under the General Council to change the name of the Tribe in 2001, and  
7 whether there had been any changes in “any law or regulation” “since that time to cause  
8 the BIA to refuse to acknowledge any further Resolutions by the Tribe, or otherwise  
9 recognize the Tribe as a legitimate Indian tribe.” Plaintiff also wanted to discuss  
10 whether the BIA presently recognizes the Tribe’s presently constituted government [the  
11 General Council] under Silvia Burley’s leadership, even though it does not have an IRA  
12 constitution,” and “if not, why not?” (Ex. “21,” Email to Burdick from Corrales, dated  
13 September 1, 2010). Accordingly, the BIA was clearly on notice in September of 2010  
14 that Plaintiff was representing the Tribe through Burley’s leadership under the General  
15 Council, knowing that Burley had most likely had retained Plaintiff to act as the Tribe’s  
16 attorney while she held the title of “person of authority” within the Tribe, a term he was  
17 aware the BIA and the ASI used on several prior occasions. For example, ASI Michael  
18 Olsen wrote Dixie on February 11, 2005, telling him that Burley’s title had changed from  
19 “Chairperson” to “person of authority” within the Tribe, and copied Troy Burdick on that  
20 correspondence. (Ex. “6”). Prior to that, Dale Risling, a Superintendent at the BIA in  
21 Sacramento who worked with Mr. Burdick, wrote Burley to inform her that, although she  
22 was still the Chairperson for the Tribe, because the Tribe was not yet organized under  
23 the IRA, her “position of authority within an unorganized tribe,” like the Tribe’s status at  
24 that time, would be one of a “person of authority within the Tribe.” (Ex. “4,” letter dated  
25 March 26, 2004, from Risling to Burley); (See letter dated May 20, 2004, from Scott  
26 Keep of the Department of Interior to the California Gambling Control Commission,  
27 explaining that Burley was at that time “an authorized representative of the California  
28 Valley Miwok Tribe with whom government-to-government business is conducted”).

51. Both ASI Echo Hawk and Washburn were tasked with the responsibility of  
ending the membership and leadership dispute between Burley and Dixie that had  
plagued the Tribe since 1999, which had been preventing full and complete

1 government-to-government relations between the Tribe and the U.S. government. In  
2 the meantime, the Dixie Faction had been communicating with the BIA on various levels  
3 questioning Burley's genealogy and whether she could actually be disqualified as a  
4 member in the first place for not having direct lineal descent to the original 12 Band  
5 members BIA Agent Terrell counted in his 1915 Census. For example, Chadd Everone,  
6 the Dixie Faction's Deputy, had contacted the BIA on May 25, 2007, arguing that by  
7 virtue of his own genealogical study "Silvia Burley is not a lineal descendant of any of  
8 the persons which the BIA has identified in its Public Notice." (Ex. "19"). Everone then  
9 argued: "Consequently Ms. Burley would not be a tribal member and, therefore, could  
10 not be a person of authority. Realizing now that Ms. Burley does not belong to this  
11 Tribe, Mr. Dixie will repudiate any affiliation which she might have with the Tribe." Mr.  
12 Everone wrote a number of letters along these lines to the BIA over the years, which  
13 impacted the way in which ASI Washburn made his final Decision in 2015.

14 52. Based upon the letters Plaintiff wrote to ASI Washburn in 2014, ASI  
15 Washburn was clearly on notice that Plaintiff had a legal relationship with the Tribe  
16 through Burley, based upon Burley's BIA-designated title of the Tribe's "person of  
17 authority" or "spokesperson" for the Tribe. Indeed, the ASI was put on notice of the fact  
18 that Burley had hired Plaintiff in 2007 to represent the Tribe, when Plaintiff sent the  
19 Secretary of Interior a copy of his Fee Agreement with the Tribe signed by Burley,  
20 asking for the Secretary's approval of that agreement. ASI Washburn was also on  
21 notice that the Dixie Faction was questioning Burley's roots as a basis in challenging  
22 her "person of authority" for the Tribe status the BIA had given her beginning in 2004.

23 53. Significantly, the "person of authority" designation or "title" the BIA  
24 conferred upon Burley beginning in 2004, was not limited to executing 638 federal  
25 contracts. The designation was broad, so as to allow Burley to engage in day-to-day  
26 operations for the Tribe pending organization of the Tribe under the IRA (which Burley  
27 later resisted, and which in turn led to ASI Echo Hawk's 2011 Decision). (Ex. "4," BIA  
28 letter to Burley, dated March 26, 2004 [Burley's designation as a "person of authority"  
for the Tribe in its "unorganized" status "will not impact [Burley's] tribe's day-to-day  
operations"]]). Thus, Burley's authority within the Tribe as a Chairperson or a "person of  
authority" was the same, and it follows that her authority to hire lawyers for the Tribe

1 under the authority of the General Council was the same. She did not lose that  
2 authority when her designation from “Chairperson” to that of “person of authority”  
3 changed. As stated, the General Council gave Burley the authority to hire lawyers for  
4 the Tribe. (Ex. “12,” page 2: “To employ legal counsel ...”). In fact, after the BIA  
5 changed Burley’s title to that of “person of authority” instead of “Chairperson,” it never  
6 modified, changed, or nullified the General Council, or told Burley she no longer had the  
7 authority to act for the Tribe under the General Council. That occurred in 2015 when  
8 ASI Washburn rendered his Decision retroactively nullifying Burley’s authority, which  
9 ASI Newland failed to correct when he ruled that the descendants of the 1929 Census  
10 were now members who could participate in the organization of the Tribe.

11 54. The BIA’s policy toward Burley changed in 2004 from that of “person of  
12 authority” instead of “Chairperson,” only because the BIA felt that, since the Tribe was  
13 not organized under the IRA as Jeff Davis had voted on in 1935, and Burley was not  
14 making process to accomplish that goal, her “title” was more properly described as a  
15 “person of authority” or “spokesperson” within the Tribe. But this did not mean Burley  
16 did not have the authority to hire lawyers to represent the Tribe. She still operated as a  
17 “person of authority” through the General Council, the same General Council that  
18 authorized a resolution to change the name of the Tribe from the “Sheep Ranch  
19 Rancheria of Me-Wuk Indians of California” to the “California Valley Miwok Tribe” in  
20 2001, and the same General Council that authorized Burley to hire Plaintiff in 2007 (Ex.  
21 “1”) and to fire him on May 20, 2022. (Ex. “6,” Notice of Termination). Indeed, the BIA’s  
22 wrongful and confusing actions have created havoc in the Tribe’s operations and  
23 litigation, and has caused doubt on whether Burley, through the General council, ever  
24 had the authority to even fire Plaintiff on May 22, 2020, and thus calling into question  
25 the substitution of attorneys filed with the courts.

26 55. In 2001, the BIA described the General Council under which Burley  
27 operated as follows:

28 “The *Sheep Ranch Rancheria* (Tribe) is a small tribe that does not have a tribal  
constitution. The Tribe has a tribal council and conducts tribal business through  
resolution. A tribal resolution, such as resolution No. R-1-5-07-201, enacted by  
the Tribal Council on May 7, 2001, is sufficient to effect[uate] the tribal name

1 change. The Tribe’s new name has been included on the Tribal Entities List that  
2 will be published in the FEDERAL REGISTER later this year.”

3 (Ex. “16,” Letter from Department of Interior, BIA, to Burley, dated June 7, 2001). By  
4 accepting this name change through the powers Burley exercised under the General  
5 Council, the BIA was ratifying that authority by entering the new name of the Tribe in the  
6 Federal Register. It made no difference that she made that name change while she  
7 was the Tribal Chairperson or while she was a “person of authority” within the Tribe.  
8 The authority was exercised by resolution under the powers of the General Council.  
9 This name change has appeared in the Federal Register ever since, and was signed by  
10 each of the ASIs for the quarter it appeared in the Federal Register. Most recently, ASI  
11 Newland signed the same following statement that each ASI signed over the years  
12 while Burley was both the Tribal Chairperson and the Tribe’s “person of authority”:

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

17 “Bryan Newland,

18 “Assistant Secretary—Indian Affairs.” (Emphasis added).

19 (Ex. “20,” December 11, 2024, Federal Register, Vol. 89, No. 238, page 99899, listing  
20 the California Valley Miwok Tribe as one of the listed federally recognized tribes). As  
21 can be seen, the Tribe is still a federally recognized Indian Tribe, and it has been for  
22 several years before Dixie and Burley established the General Council through  
23 Resolution #GC-98-01 in 1998. As a result, even though the BIA decided in 2004 to  
24 change Burley’s **title** of Chairperson to “person of authority,” Burley still had the same  
25 **powers** to enter into contracts on behalf of the Tribe through the General Council,  
26 including hiring attorneys to represent the Tribe, until December 30, 2015, when ASI  
27 Washburn retroactively nullified that authority, as herein alleged. The only governing  
28 body that gave Burley these powers before the 2015 Washburn Decision was the  
General Council. According, the ASI’s yearly statements – which were virtually identical  
– from 1999 through 2015, that the Tribe had these powers, reaffirmed the General  
Council’s authority, which included the authority to hire lawyers for the Tribe.

1 56. Significantly, Burley entered into numerous 638 federal contracts with the  
2 BIA on behalf of the Tribe, and she signed those contracts as the “Tribal Chairperson.”  
3 However, when the BIA representative executed those contracts for the BIA, she  
4 crossed out Burley’s handwritten designation of “Chairperson,” since her title was that of  
5 “person of authority.” (Ex. “8,” 638 Contract, dated September 21, 2007). But she still  
6 had the authority to sign, whether as a “Chairperson” or “person of authority” for the  
7 Tribe, because that authority came from the General Council, and the General Council  
8 passed a resolution for 638 federal-contract funding each time before Burley signed  
9 those contacts.

10 57. It is the same General Council that ASI Washburn retroactively nullified in  
11 2015. When ASI Newland modified the ASI Washburn’s 2015 Decision to allow the  
12 descendants of the 1929 Census to become members who had the right to participate  
13 in the organization of the Tribe along with the other Eligible Groups described in  
14 Washburn’s 2015 Decision, it removed any doubt that Burley was a member of the  
15 Tribe, and thus historically functioned properly as either a Tribal Chairperson or “person  
16 of authority” within the Tribe. To be sure, the 2015 Washburn Decision had placed  
17 Burley in the group of descendants of the 1929 Census who could become “members”  
18 of the Tribe only if the Tribe, once organized, decides whether or not to admit her. (Ex.  
19 “8,” 2015 Washburn Decision, page 5 [“Whether the descendants of the Miwok  
20 identified in the 1929 Census shall be included in the organization of the CVMT is an  
21 internal tribal decision that shall be made by the individuals who make up the Eligible  
22 Groups”]). However, ASI Newland failed to correct the other parts of the 2015 Decision  
23 retroactively nullifying Burley’s authority, as herein alleged. Specifically, he “reaffirmed”  
24 the portion of Washburn’s 2015 Decision that stated:

25 “Ms. Burley points to the 1998 Resolution as the basis for her leadership...**II**  
26 **cannot recognize the actions to establish a tribal governing structure taken**  
27 **pursuant to the 1998 Resolution.** Ms. Burley and her family do not represent  
28 the CVMT.” (Emphasis added).

(Ex. “8,” 2015 Washburn Decision, page 5). This language clearly retroactively nullified  
Burley’s authority to act on behalf of the Tribe under the authority of the General Council  
established under the 1998 Resolution. As worded, it states unequivocally that the

1 authority Burley was operating under, i.e., the General Council established under  
2 Resolution #GC-98-01, while she was the Tribal Chairman and while she held the title of  
3 “person of authority” within the Tribe, **never existed**, and, as a result, any action she  
4 took throughout that period of time was without any authority. It states that Burley never  
5 had any authority to act for the Tribe and that she and her family do not presently  
6 represent the Tribe. It re-wrote history relative to Burley’s authority and leadership, and  
7 marked a 180 degree turn in BIA policy toward Burley’s authority, and thus constitutes  
8 an unlawful and arbitrary and capricious act by the ASI. ASI Newland could have  
9 clarified and modified this language in Washburn’s 2015 Decision prospectively by  
10 simply stating that the ASI no longer recognizes the General Council established under  
11 the 1998 Resolution as of the date of his Decision, and no longer recognizes Burley’s  
12 authority to act for the Tribe under the General Council or otherwise, as of August 30,  
13 2015, the date of Washburn’s Decision. Instead, he reaffirmed Washburn’s Decision  
14 that retroactively nullified her authority to enter into 638 federal contract funding  
15 agreements with the BIA throughout the years, and retroactively nullified her authority to  
16 enter into the Fee Agreement with Plaintiff in 2007.

15 58. ASI Newland is charged with the same knowledge as ASI Washburn  
16 about Plaintiff’s status as the Tribe’s attorney, and he cannot claim that when he took  
17 over as the new ASI, he never read or knew about Plaintiff’s June 6, 2014, letter to ASI  
18 Washburn informing him that he represents the Tribe under Burley’s leadership.

19 59. When ASI Newland failed to go further, as he should have done, and  
20 finish correcting Washburn’s erroneous 2015 Decision to make it prospective, and  
21 instead just reaffirmed it, he reaffirmed Washburn’s retroactive language nullifying  
22 Burley’s authority. ASI Newland knew or should have known that the Dixie Faction had  
23 been challenging Burley’s leadership authority on two fronts: (1) Not having the proper  
24 blood line to qualify as a member of the Tribe with direct ties to the original 12 Band  
25 members counted in the John Terrell 1915 Census; and (2) acting as the Chairperson  
26 and “person of authority” for the Tribe under the General Council which was not voted  
27 upon by the majority of other putative members of the Tribal community. He knew or  
28 should have known that despite the Dixie Faction’s objections over the years, the BIA  
still acknowledged Burley as the Tribal Chairperson and later the “person of authority”

1 within the Tribe for general purposes, and not strictly for 638 federal contract funding.  
2 He knew that because Washburn placed Burley in the 1929 Census category, she was  
3 not deemed a member of the Tribe eligible to participate in the organization of the Tribe.  
4 By correcting that part of Washburn's 2015 Decision, ASI Newland gave back the legal  
5 basis supporting her leadership in prior years, including her authority when she retained  
6 Plaintiff to act as the Tribe's attorney. But because the other parts of the 2015  
7 Washburn Decision were reaffirmed pertaining to Burley never having the authority to  
8 act for the Tribe under the General Council, Plaintiff's rights under the Fee Agreement  
9 were still retroactively nullified and of no effect. As a result of ASI Newland's unlawful,  
10 and arbitrary and capricious actions, Plaintiff suffered an injury in fact with respect to his  
11 earned fees in excess of \$5 million and costs advanced in excess of \$50,000, which is  
12 fairly traceable to the improper actions of ASI Newland and ASI Washburn.

13 60. At all times herein mentioned, Plaintiff's title as the "person of authority"  
14 was relevant to the subject Fee Agreement. Burley signed the Fee Agreement after the  
15 General Council approved by resolution Plaintiff's retention, and Burley signed the Fee  
16 Agreement on behalf of the "California Valley Miwok Tribe." At the time she signed the  
17 Fee Agreement, Burley's title as the "person of authority" within the Tribe gave her the  
18 authority to act pursuant to the General Council which was established under the 1998  
19 Resolution that gave the General Council the authority to hire lawyers.

20 61. Plaintiff, along with other attorneys who may have been retained by Burley  
21 through the General Council, has been impacted by ASI Newland's wrongful and  
22 arbitrary and capricious actions, as herein alleged, and as a result, suffered an injury in  
23 fact in the loss of fees and costs advanced. ASI Newland's actions in reaffirming the  
24 balance of the 2015 Washburn Decision, after correcting the portion related to the  
25 descendants of the 1929 Census, which reinstated Burley's membership with the Tribe  
26 and was thus a legal predicate to her authority in hiring Plaintiff, was unlawful, arbitrary  
27 and capricious because it retroactively nullified Burley's authority through the General  
28 Council to hire Plaintiff for the Tribe, and thereby eradicated Plaintiff's earned fees and  
costs advanced from his own pocket. ASI Newland should have, and could have,  
modified it to be prospective in application.

1 62. In Washburn’s 2015 Decision, Burley’s challenged membership status  
2 was intertwined with her challenged leadership authority under the General Council,  
3 whether as the Tribal Chairperson or “person of authority” within the Tribe, both of which  
4 were mentioned in Washburn’s 2015 Decision. To this end, Washburn stated in his  
5 Decision:

6 “In 2013, the District Court vacated and remanded the AS-IA’s decision, directing  
7 AS-IA to ‘determine whether the [Tribe’s] membership had been properly limited’  
8 to just Dixie and the Burley family, and **ensure that the tribal government  
9 consists of ‘valid representatives of the [tribe] as a whole.’**” (Emphasis  
10 added) (Page 2)

11 “For purposes of administering the Department’s statutory responsibilities to  
12 Indians and Indian tribes, **I must ensure** that CVMT leadership consists of **valid  
13 representative of the Tribe** as a whole. Both parties point to documents  
14 supporting their claim to be valid representatives of the Tribe.” (Emphasis added)  
15 (Page 5).

16 “Responding to the court’s remand, I conclude that the Tribe’s membership is  
17 more than five people, and that **the 1998 General Council does not consist of  
18 valid representatives of the Tribe.**” (Emphasis added) (Page 6).

19 63. Washburn’s Decision stating, “for purposes of administering the  
20 Department’s **statutory** responsibilities to Indian tribes,” refers to 25 U.S.C. §2, defining  
21 the ASI’s duties to properly manage the affairs of all Indians, and “of all matters arising  
22 out of Indian relations.” This is also the statutory basis for Plaintiff’s “zone of interest”  
23 claims for purposes of prudential standing, as herein alleged. While Washburn’s  
24 language appears to speak in the present tense, his earlier language unequivocally  
25 states that Burley never had the authority, and thus was never a “valid representative”  
26 for the Tribe, because Washburn stated he “cannot recognize the actions to establish a  
27 tribal governing structure taken pursuant to the 1998 Resolution.” (Page 5 of Washburn  
28 Decision). The phrase “**valid representative of the Tribe**” includes whether Burley had  
the authority to act for the Tribe under the General Council throughout the years and  
sign contracts for the Tribe, including signing the Fee Agreement in 2007 retaining  
Plaintiff. It also included her “title” as the Tribal Chairperson and “person of authority”  
through the General Council. Thus, ASI Newland knew, or should have known, that

1 Washburn's 2015 Decision not only took away Burley's status as an enrolled member  
2 (by placing her in the 1929 Census category of being at the mercy of the members of  
3 the Eligible Group members for purposes of enrollment into the Tribe), but that it also  
4 nullified any authority she ever had as a "person of authority" to sign contracts for the  
5 Tribe, including the subject Fee Agreement with Plaintiff in 2007. Instead of correcting  
6 the "valid representative" language and nonrecognition language of the General Council  
7 in Washburn's 2015 Decision to be prospective, so as to preserve Plaintiff's rights  
8 under the Fee Agreement, ASI Newland wrongfully reaffirmed the balance of  
9 Washburn's 2015 Decision and thus nullified any authority Burley had to retain Plaintiff  
10 for the Tribe.

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

15 Q: And is this a true and correct copy of the hybrid contingency fee  
16 agreement with monthly rate that you signed along with Mr. Corrales back in December  
17 2007?

18 \* \* \*

19 A: It's correct.

20 \* \* \*

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

22 A: Yes.

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

25 A: Yes. True.

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

28 A: Correct.

\* \* \*

1 Q: And the authority that you had received to sign that was granted to you  
2 during the special Tribal Council meeting of December 11, 2007, as described in Exhibit  
3 91; is that right?

4 A: Yes.  
5 (Ex. "7," Deposition of Silvia Burley, May 26, 2021, pages 102-104). Burley further  
6 testified that the authority she was given by the BIA gave her the authority to enter into  
7 contracts with lawyers and other third-parties, and that authority derived under  
8 Resolution #GC-98-01 which established the General Council. She stated:

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

11 A: Yes.

12 Q: Did you ever come to learn from the BIA or anywhere else what the term,  
13 quote, "person of authority" means?

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

16 Q: How did you arrive at that understanding?

17 A" Being a Chairperson for 22 years.

18 \* \* \*

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

21 A: Yes.

22 Q: --on behalf of the Tribe?

23 A: Yes.

24 Q: When?

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

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

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

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

1 A: Uh-huh.

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

5 A: It's asked and answered because you keep coming up with the same  
6 question, and it's the same answer for me.

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

8 A: We still go by that today.

(Ex. "7," Deposition of Silvia Burley, May 26, 2021, pages 182-184).

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

25 "A number of the provisions of the draft resolution may be changed by the Tribe  
26 to reflect the manner in which it desires to conduct business. For instance, the  
27 first "Resolved" clause on the second page lists **seven (7) specific powers** to be  
28 **exercised by the General Council**. For the most part, this list involves those  
powers that the General Council would exercise in order to accomplish the initial  
organization process. There is no mention of other powers, such as the power to  
purchase land, since such a power most likely would not be used during the

1 organization process. Rather, such a power would be used after the Tribe  
2 organizes and would be included in the Tribe's Constitution.

3 \* \* \*

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

8 (Ex. "11," Letter from Resling to Dixie, dated September 24, 1998, page 3). As stated,  
9 one of these listed powers included the power to hire a lawyer for the Tribe. (Ex. "12,"  
10 Resolution #GC-98-01, page 2). As a result, the Defendants knew, since 1998, that  
11 Burley, acting through the General Council, whether as Tribal Chairperson or as a  
12 "person of authority," had the "power" to hire a lawyer to represent the Tribe. Despite  
13 this knowledge, in 2015, they retroactively nullified her authority or "power" under the  
14 General Council, and refused, or negligently failed, to correct those actions when they  
15 had the opportunity to do so in 2022.

16 **PLAINTIFF'S SPECIFIC, CONCRETE FACTS OF AN INJURY-IN-FACT: LOSS OF**  
17 **ADVANCED COSTS**

18 66. The Defendants' actions, as herein alleged, deprived Plaintiff of his **costs**  
19 he advanced to the Tribe under the Fee Agreement, which are not subject to the Tribe's  
20 future recovery of Revenue Sharing Trust Fund ("RSTF") payments from the California  
21 Gambling Control Commission ("the Commission"). The Tribe has an obligation to  
22 reimburse Plaintiff for those costs on demand, and Plaintiff is not required to recover  
23 them from the RSTF payments the Commission will later release to the Tribe once the  
24 Tribe is organized under the IRA and a new valid Tribal leader is selected who can  
25 receive them for the Tribe.

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

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

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

7 (Ex. “1,” 2007 Hybrid Contingency Fee Agreement with Monthly Rate, page 2).

8 68. And in the subsequently revised 2009 Fee Agreement, the parties agreed  
9 as follows:

10 “The capped payment of \$3,000 per month is temporarily suspended. Instead,  
11 Client agrees to **pay for the actual costs** of prosecuting both the federal case  
12 (citation of case) and the state case (citation of case), both of which are presently  
13 on appeal, including but not limited to, filing fees, docketing fees, costs of  
14 preparing a clerk’s transcript, costs of preparing a reporter’s transcript, travel  
15 expenses (if necessary) to attend court hearings, and **other actual expenses.**”  
16 (Page 2, Paragraph 2.b. of 2009 Fee Agreement) (Emphasis added).

17 (Ex. “1,” 2009 Second Amendment to December 13, 2007 “Hybrid Contingency Fee  
18 Agreement with Monthly Rate, page 2). Paragraph 2.c. excludes costs being recovered  
19 when the RSTF payments are released to the Tribe, and only mentions “all fees owed”  
20 to be paid from the RSTF money the Commission is withholding for the Tribe.

21 Otherwise, **the costs are to be paid by the Tribe, not the Commission.** These costs  
22 amount to over \$50,000.00, which included taking Dixie’s deposition and other  
23 depositions, travelling to San Francisco and Sacramento to argue cases in the U.S.  
24 District Court and the 9<sup>th</sup> Circuit Court of Appeals, and other actual costs and expenses  
25 advanced for the Tribe.

26 69. These costs are not speculative. They are not contingent upon the  
27 release of the Tribe’s RSTF money the Commission is withholding for the Tribe once it  
28 is organized under the IRA, as herein described. They are to be paid by the Tribe.  
Plaintiff lost the ability to collect these costs when Washburn rendered his 2015  
Decision retroactively nullifying Burley’s authority as the “person of authority” within the  
Tribe under the General Council, and when ASI Newland later failed to correct the  
language in Washburn’s Decision on May 31, 2022, to properly state that Washburn’s  
act of nullifying Burley’s authority was **prospective** and **not retroactive** in effect.

1 70. ASI Newland’s May 31, 2022, Decision and Washburn’s 2015 Decision  
2 had adverse “downstream effects on Plaintiff,” even though Plaintiff was not the direct  
3 subject of Newland’s 2022 Decision or the 2015 Washburn Decision. As a result,  
4 Plaintiff has Article III standing, and is entitled to vacatur to set aside or modify the  
5 unlawful or arbitrary and capricious portions of the 2015 Washburn Decision that  
6 retroactively nullified Burley’s authority to enter into contracts with third parties, including  
7 Plaintiff for legal services for the Tribe, or the Decision entirely, based upon the  
8 Supreme Court’s recent Opinion in Corner Post v. Board of Governors of Federal  
9 Reserve System (2024) 603 U.S. 799, 826-837 (Justice Kavanaugh concurring  
10 Opinion). ASI Newland’s failure to adequately review and analyze Washburn’s 2015  
11 decision, together with the administrative record and Plaintiff’s notice that he was  
12 representing the Tribe under Burley’s leadership and authority, caused him to fail to  
13 make the necessary corrections or modifications of the 2015 Washburn Decision, other  
14 than the modifications pertaining to the descendants of the 1929 Census. This  
15 adversely impacted Plaintiff’s ability to collect his fees and costs, as herein alleged,  
16 even though he was not the subject of the two ASI Decisions. The fact that he was  
17 adversely affected by those decisions “downstream” is sufficient to give him Article III  
18 standing to challenge those Decisions under the APA. In addition, under traditional  
19 principles of California tort law, Plaintiff was an intended third-party beneficiary of the  
20 ASI Decisions retroactively nullifying Burley’s authority to act for the Tribe, since the BIA  
21 has a special relationship with the Tribe and Plaintiff was in a special relationship with  
22 the Tribe through her BIA-designated “person of authority” status. Under California law  
23 it was foreseeable that Plaintiff would suffer monetary injury in the form of lost fees and  
24 costs by Defendants’ wrongful and negligent actions. J’Aire Corp/ v. Gregory (1979) 24  
25 Cal.3d 799, 803-804; Biakanja v. Irving (1958) 49 Cal.2d 647. At all times herein  
26 mentioned both ASI Washburn and ASI Newland were licensed attorneys, practicing  
27 attorneys and law professors, in addition to being appointed to their respective ASI  
28 positions in the federal government. As a result, they each had special legal knowledge  
and training and experience in drafting and preparing legal documents, including their  
2015 and 2022 ASI Decisions retroactively nullifying Burley’s authority. They had a duty  
to Burley and to Plaintiff under 43 U.S.C. §1457 and 25 U.S.C §2, and under federal

1 common law, to ensure that the language of Washburn’s 2015 Decision did not  
2 adversely impact “downstream” all of the persons who conducted business, including  
3 Plaintiff with the Tribe.<sup>9</sup> As stated, they knew or should have known that Burley had  
4 retained Plaintiff under the BIA-designated title of “person of authority” for the Tribe.  
5 Yet, despite this knowledge, Washburn and Newland carelessly and without due care  
6 allowed a final agency action Decision, which they carelessly drafted and modified, to  
7 retroactively nullify Burley’s authority and preclude Plaintiff from recovering his fees and  
8 costs.

9 71. Based upon his own Decision, ASI Newland knew that in 2019 “various  
10 parties [were challenging] the factual conclusions underpinning the Washburn Decision  
11 during a Secretarial Election conducted to organize the Tribe.” (Ex. “9,” ASI Newland  
12 Decision, page 1). These challenges, as herein alleged, were directed at Burley and  
13 claimed she lacked authority to represent the Tribe in any capacity, if she was not a  
14 direct lineal descendant of the original 12 Band members counted in 1915. Washburn  
15 placed Burley in the 1929 Census category, which left it up to the Eligible Groups to  
16 decide if she could be enrolled as a member and thus participate in the organization of  
17 the Tribe. Nevertheless, the Dixie Faction still challenged her right to be a member at  
18 all. The Dixie Faction submitted detailed genealogy studies in an attempt to prove this  
19 point, which ultimately resulted in the BIA conducting its own study. (Ex. “10,” letter from  
20 Amy Dutschke of the BIA, dated May 30, 2019). It all revolved around whether John  
21 Jeff, Burley’s grandfather, was the son of Jeff Davis, one of the original 12 Band  
22 members who resided on the Rancheria in 1935 and voted for the Tribe to be organized  
23 under the IRA. The BIA concluded he was not his son, which Washburn had  
24 erroneously concluded he was. ASI Newland, based on the BIA’s historical dealings  
25 with the tribal community as a whole, concluded that Washburn nevertheless intended  
26 to include the descendants listed in the 1929 Census as members who would be eligible  
27 to participate in the organization of the Tribe, which included Burley, and modified and  
28

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<sup>9</sup> Because Burley paid Plaintiff his hourly fees at the outset of his retention for the first few months, from federal 638 contract funds, the Defendants’ actions **put at risk** Plaintiff criminally and/or civilly for obtaining federal 638 contract funds from a person who was never authorized to receive those funds in the first place. As a result, Plaintiff also has Article III standing to challenge the language of the Washburn Decision on the grounds he faces a credible threat of criminal or civil prosecution to recover those funds. Cayuga Nation, supra at 330-332].

1 corrected Washburn's 2015 decision accordingly. (Ex. "9," Newland 2022 Decision,  
2 pages 4-5). ASI Newland, therefore, knew, or should have known, that the Dixie  
3 Faction was challenging Burley's authority based on her membership status, and knew  
4 that that authority would include the authority to enter into contracts with third parties,  
5 including lawyers and Plaintiff. Despite this knowledge, ASI Newland modified  
6 Washburn's 2015 Decision which effectively confirmed Burley's membership in the  
7 Tribe, but he let stand language in the Decision that retroactively nullified her authority  
8 to act as a "person of authority" within the Tribe, which had "adverse downstream  
9 effects on the Plaintiff," as herein alleged. (Corner Post, supra, "adverse downstream  
10 effects on the Plaintiff" by unlawful agency action).

11 72. Accordingly, Plaintiff's injuries, as herein alleged, are fairly traceable and  
12 causally linked to ASI Newland's 2022 Decision and ASI Washburn's 2015 Decision  
13 retroactively nullifying Burley's authority under the General Council, which "downstream"  
14 caused Plaintiff to lose the right to collect his fees and costs.

#### 15 **LOSS OF EARNED ATTORNEY'S FEES**

16 73. But for the 2015 Washburn Decision, which ASI Newland failed to properly  
17 correct but instead wrongfully reaffirmed, as herein alleged, Plaintiff also suffered the  
18 loss of the ability to collect and recover his fees earned for almost 13 years of working  
19 for the Tribe under the subject Fee Agreement.

20 74. Burley's status as a "person of authority" within the Tribe gave her the  
21 authority to enter into third-party contracts, including Fee Agreements, with lawyers to  
22 represent the Tribe, based on federal common law and the historical, administrative  
23 record that was developed and presented to ASI Washburn in resolving the ongoing  
24 membership and leadership dispute that had plagued the Tribe for several years.

25 75. In Cayuga Nation, supra, the Court of Appeals held that where the BIA  
26 makes a temporary recognition decision in designating a person of a rival tribal faction  
27 to be the "person of authority" of the Tribe for purposes of entering into 638 federal  
28 contracts with the BIA, while a Tribe is involved in a leadership dispute, that recognized  
person also has the authority to **initiate a lawsuit** on behalf of the tribe. Cayuga Nation,  
supra at 328. For the same reasons, the historical record here shows that the Tribe  
was involved in a Tribal leadership dispute since 1999 between Dixie on the one hand

1 and Burley on the other hand. However, the historical record remains undisputed that  
2 the BIA chose to recognize Burley over Dixie as the authorized representative of the  
3 Tribe through the General Council, first as the Tribal Chairperson, and then later in 2004  
4 as a “person of authority” or “spokesperson” within the Tribe. (Ex. “13,” BIA letter  
5 recognizing Burley as the Chairperson of the Tribe, dated July 12, 2000; Ex. “14,” BIA  
6 letter, dated November 24, 2003, recognizing Burley as the Chairperson of the Tribe;  
7 Ex. “4,” BIA letter to Burley, dated March 26, 2004, recognizing her as a “person of  
8 authority” within the Tribe; Ex. “5,” letter from the BIA to the Commission, dated May 20,  
9 2004, recognizing Burley as an “authorized representative” of the Tribe, instead of  
10 Chairperson; Ex. “6,” letter dated February 11, 2005, from the ASI to Dixie, stating that  
11 Burley is recognized as a “person of authority” within the Tribe; Ex. “8,” letter from the  
12 BIA to Burley, dated January 29, 2007, stating that the BIA recognizes Burley as a  
13 “person of authority” within the Tribe). At no time has the BIA ever recognized Dixie as  
14 the authorized representative for the Tribe, after he stepped down and resigned in 1999,  
15 and Burley took over—an event that spawned the present, ongoing Tribal leadership  
16 dispute. In Cayuga Nation, supra, the Court also explained that there was nothing in  
17 the BIA’s *reasoning* in its recognition decision confining the recognized “person of  
18 authority” for the Tribe to administering and entering into Indian Self-Determination and  
19 Education Assistance (“ISDA”) contracts, i.e., 638 federal contracts, or that the BIA  
20 would recognize a different Tribal leadership in connection with other functions relevant  
21 to the Tribe’s dealings with the federal government, including its courts. 824 F.3d at  
22 329. Similarly, there is nothing in any of the BIA’s recognition decisions here (Ex. “4,”  
23 BIA letter to Burley, dated March 26, 2004 [recognizing Burley as “a person of  
24 authority”]; Ex. “6,” BIA letter to Dixie, dated February 11, 2005 [recognizing Burley as a  
25 “person of authority”]; and Ex. “8,” BIA letter to Burley, dated January 29, 2007  
26 [recognizing Burley as “a person of authority”]) that confines Burley’s “person of  
27 authority” to only entering into 638 federal contracts with the federal government. As  
28 explained in Cayuga Nation, supra:

But, because it was necessary for a federal purpose for the United States government to recognize a tribal government to administer ongoing contracts, the **BIA recognized, on an interim basis, the last undisputed leadership of the Nation—the 2006 Council, with Halftown as federal representative—as the**

1 **body with whom it would deal. The reasoning that led the BIA to recognize**  
2 **the 2006 Council would apply with equal force to any situation in which**  
3 **there was a need to recognize one person or group as authorized to act on**  
4 **behalf of the tribe. The authority of the Nation to bring a lawsuit in federal**  
5 **court is one such situation.** (Emphasis added).

6 824 F.3d at 329. Notably, “it goes without saying” that a person who is authorized to  
7 initiate a lawsuit for another person or entity, including an Indian tribe, per force has the  
8 authority to retain counsel for that endeavor. For the same reason expressed in  
9 Cayuga Nation, supra, with respect to recognizing the last governing body of a fractured  
10 Tribe involving in a leadership dispute, the General Council here under Burley’s  
11 leadership was the last undisputed Tribal governing body with whom the BIA chose it  
12 would deal, until the 2015 Washburn Decision. See Goodface v. Grassrope (8<sup>th</sup> Cir.  
13 1983) 708 F.2d 335, 338-339 (BIA, in its responsibility for carrying on government  
14 relations with Indian tribe, was obligated to recognize and deal with some tribal  
15 governing body in interim before intratribal resolution of election dispute). The BIA’s  
16 decision to recognize Burley under the General Council to be the “person of authority”  
17 within the Tribe prior to the 2015 Washburn Decision likewise applies with equal force to  
18 other situations or functions “where there is a need to recognize one person or group as  
19 authorized to act on behalf of the Tribe.” Cayuga Nation, supra. Here, Burley was not,  
20 and never was, a licensed attorney who could represent the Tribe in court to initiate and  
21 prosecute and defend litigation on behalf of the Tribe. By law, she was required to hire  
22 a lawyer to perform that function for the Tribe. She did that by hiring not only Plaintiff,  
23 but other lawyers to represent the Tribe in a variety of contexts, and she did that  
24 pursuant to the attorney provision of Resolution #GC-98-01 establishing the General  
25 Council. Per federal common law, she was authorized to do so. Cayuga Nation, supra.

26 76. To this end, Burley’s title and BIA-recognized position of “person of  
27 authority” within the Tribe is relevant to the subject Fee Agreement and her authority to  
28 bind the Tribe for Plaintiff’s legal services. Her authority derived from the General  
Council which was established under the 1998 Resolution #GC-98-01, which the BIA  
honored and recognized as Burley’s authority to act for the Tribe, whether she was the  
Tribal Chairperson or a “person of authority” or “spokesperson” for the Tribe.  
Significantly, Burley exercised this broad general authority to change the name of the

1 Tribe on June 1, 2001, which had nothing to do with administering or entering into 638  
2 federal contract funding with the BIA. (Ex. "16," letter from BIA to Burley, dated June 7,  
3 2001). She had that broad authority as the Tribal Chairperson and as a "person of  
4 authority" within the Tribe. The only reason the BIA chose to change Burley's title to  
5 that of "person of authority" instead of "Tribal Chairperson" was because the Tribe was  
6 still "unorganized," i.e., it was not organized under the IRA. But it was still a federally  
7 recognized Tribe, appearing each year in the Federal Register, and it still operated  
8 under the authority of the General Council through resolutions. The authority was the  
9 same. But that authority changed when Washburn rendered his 2015 Decision, as  
10 herein alleged. Washburn's 2015 Decision was intended to put pressure on the  
11 descendants of the Eligible Groups he listed in his Decision to organize the Tribe under  
12 the IRA, because presently there is no recognized governing body or leader, and over  
13 \$25 million of RSTF is being withheld by the Commission waiting to be distributed to the  
14 Tribe on the condition the Tribe reorganizes under the IRA.<sup>10</sup> It was the BIA's last effort  
15 to put the Tribe through the process of organizing itself under the IRA, and a form of  
16 punishment for Burley for refusing to do so herself. But in the process of punishing  
17 Burley, ASI Washburn and ASI Newland negligently caused Plaintiff to lose his fees and  
18 costs.

17 77. Plaintiff's recovery of his attorney's fees, and thus his loss of those fees by  
18 ASI Washburn's and ASI Newland's negligent and wrongful actions, as herein alleged,  
19 are fairly traceable to Washburn and Newland, and is not uncertain or speculative in  
20 nature. For example, Plaintiff devoted considerable time and expenses toward the  
21 prosecution of several cases for the Tribe for almost 13 years, under his Fee Agreement  
22 with the Tribe. In doing so, he gave up time he could have spent on other cases, and  
23 thus lost the opportunity to earn money on other cases he had turned away because he  
24 was spending so much time on the Miwok case that he could not afford to take on other  
25 work. He gave up working on other cases with the expectation that he would be paid on

27  
28 <sup>10</sup> As of October 22, 2024, the total amount the Commission is withholding from the California Valley Miwok Tribe is \$25,163,385.20, per the attached Quarterly Report from the Commission on RSTF Distributions to Indian Tribes, Ex. "23."]

1 the Miwok cases. The amount of fees owed, as calculated when Plaintiff was  
2 discharged, is a reflection of the amount of time he lost in not working on other cases.

3 78. In addition, the ASI and the BIA were all told that the Dixie Faction was  
4 funded exclusively by private investors who were using Dixie to take over control of the  
5 Tribe so that they could build a casino through the Tribe. The Dixie Faction, and Dixie  
6 in particular, were never recognized by the BIA as having any authority to represent the  
7 Tribe after Dixie resigned in 1999, and thus there was never an issue of whether Dixie  
8 or his faction had any authority to hire lawyers to represent the Tribe in litigation or  
9 otherwise. The lawyers the Dixie Faction hired were hired privately and without any  
10 authority to represent the Tribe, and they were funded privately by private real estate  
11 investors working with Chadd Everone. At best, they only represented the Dixie  
12 Faction, despite their erroneous assertion that they represented “the Tribe.” In  
13 contrast, Burley and the General Council hired Plaintiff under authority that was  
14 recognized by the BIA.

15 79. Separate and apart from the costs advanced portion of the Fee  
16 Agreement, Plaintiff’s hourly fees were to be paid from the RSTF money the  
17 Commission was withholding from the Tribe until it obtained an “organized” governing  
18 body with a “Chairperson” who once again could receive the funds on behalf of the  
19 Tribe. To ensure that the Commission withheld his fees earned under the Fee  
20 Agreement, Plaintiff filed a lien on those RSTF proceeds and notified the Commission  
21 that he in fact had a lien for his legal fees on the money the Commission was holding for  
22 the Tribe in a separate interest-bearing account. (Ex. “22,” Letter to Deputy Attorney  
23 General James G. Waian from Corrales, dated April 18, 2024). Plaintiff specifically told  
24 the Commission’s attorney that, since his case against the Tribe was dismissed without  
25 prejudice for lack of subject matter jurisdiction, he is planning on re-filing his suit to  
26 recover those fees, once conditions change with respect to the Tribe getting a new  
27 governing body and a court resolves Burley’s authority with respect to his Fee  
28 Agreement. He stated:

“Once conditions change, I intend to re-file in court to recover my fees. My lien  
for those fees, which are to be paid from the California State Revenue Sharing  
Trust Fund (“RSTF”) money the Commission is withholding from the California  
Valley Miwok Tribe (“The Tribe”), is still valid, and I am still asserting it.

1 “Please allow this to serve as a reaffirmation of my previously asserted lien on  
2 those proceeds for my legal services rendered to the Tribe in the amount  
3 previously provided to you ... Once conditions change that will permit judicial  
4 resolution of Burley’s authority, the recovery and amount of my fees, and/or  
5 release of the RSTF money to the Tribe, I intend to re-file suit to recover my fees.

6 “Accordingly, I request that before your client, The California Gambling Control  
7 Commission (“the Commission”), disburses any RSTF money to the Tribe for any  
8 reason, that it withhold any funds payable for my fees until such time as the  
9 courts, or the parties by stipulation, resolve my lien.”

9 (Ex. “22,” letter to Deputy Attorney General Waian from Corrales, dated April 18, 2024).

10 80. Despite Plaintiff’s efforts in placing a lien on the RSTF money the  
11 Commission is presently withholding from the Tribe and placing the funds in an interest-  
12 bearing account under the Commission’s control, the retroactive language of the 2015  
13 Washburn Decision, as herein alleged, still precludes Plaintiff from recovering those  
14 fees under the two existing scenarios. Under the first scenario, once the Tribe becomes  
15 organized with a new authorized leader, the Commission may choose to disburse the  
16 RSTF money to the new governing leadership, less Plaintiff’s asserted lien. It will then  
17 likely interplead those disputed lien funds in state or federal court and leave it to the  
18 parties to litigate whether Burley ever had the authority to sign the subject Fee  
19 Agreement with Plaintiff on behalf of the Tribe. Based upon the retroactive language of  
20 the 2015 Washburn Decision, the Tribe will argue, and the court will likely agree, that  
21 Plaintiff’s ability to recover his fees is foreclosed by the 2015 Washburn Decision.

22 81. Under the second scenario, the Commission may decide to ignore  
23 Plaintiff’s lien altogether and simply disburse the entire amount of the Tribe’s RSTF  
24 money to the new Tribal leadership, which will likely not pay Plaintiff’s fees, claiming  
25 instead that Burley never had the authority to bind the Tribe based on the 2015  
26 Washburn Decision, and leaving it up to the Plaintiff to sue the Tribe for his fees in  
27 either state or federal court. If the Tribe has by then a Tribal Court, it will likely raise the  
28 issue of exhausting tribal court remedies, which will force the Plaintiff to litigate the issue  
of Burley’s authority in Tribal Court, where he will likely lose. However, the Tribe  
presently does not have a Tribal Court, so the issue of Burley’s authority will most likely

1 be decided by the newly constituted governing body. In either case, the Tribe will raise  
2 the issue of Burley's authority or lack thereof based on Washburn's 2015 Decision, and  
3 Plaintiff will likewise be foreclosed in his bid to the new Tribal governing body.

4 Predictably, the new Tribal governing body will likely pass a resolution disavowing any  
5 authority Burley may have had in hiring Plaintiff for his work based upon the 2015  
6 Washburn Decision and their own Tribal law, in an effort to preemptively defend or block  
7 Plaintiff's expected request for payment of his bill. Accordingly, the retroactive language  
8 in Washburn's 2015 Decision precludes Plaintiff from recovering his fees in either state,  
9 federal or Tribal Court, or before the newly formed Tribal governing body, despite his  
10 asserted lien on the Tribe's RSTF money.

11 82. As a result, Plaintiff has an injury-in-fact in the loss of his ability to recover  
12 his earned fees that is fairly traceable to the ASI Washburn and ASI Newland for  
13 purposes of Article III standing. The retroactive language in Washburn's 2015 Decision,  
14 and ASI Newland's failure to correct that language to make it prospective in nature, as  
15 herein alleged, has adversely impacted "downstream" Plaintiff's expected interest in his  
16 fees which were to be paid from the Tribe's RSTF money. Corner Post, supra. It was  
17 foreseeable that Washburn and Newland's wrongful actions in retroactively nullifying  
18 Burley's previously given authority to act for the Tribe, without any rational explanation,  
19 would harm and injure Plaintiff in his ability to recover his vested and expected fees.  
20 Under Corner Post, supra, Plaintiff was a foreseeable victim of their negligence and  
21 wrongful actions in retroactively nullifying Burley's authority under the circumstances,  
22 even though Plaintiff was not an Indian covered under 25 U.S.C. §2 and 43 U.S.C.  
23 §1457. Newland and Washburn's duties under these federal statutes dealing with their  
24 obligations to manage all Indian affairs and "matters arising out of Indian relations," and  
25 supervise their "public business," extends to Plaintiff as the Tribe' attorney, as stated in  
26 Corner Post, supra. They breached that duty by failing to properly manage and  
27 supervise the Tribe's "business dealings" and "relations" with Plaintiff in connection with  
28 Burley's given authority to interact with third-parties relative to Tribal business, including  
the Tribe's need for litigation services. As a "downstream" "adversely affected" victim of  
that wrongful and negligent conduct, Plaintiff is entitled to a remedy of vacatur and/or  
damages as herein alleged.

1 83. But for the wrongful and negligent conduct of ASI Washburn and ASI  
2 Newland, as herein alleged, Plaintiff would have been able to get paid for his legal  
3 services rendered to the Tribe for almost 13 years. The wrongful and negligent conduct  
4 of ASI Washburn and ASI Newland, as herein alleged, caused injury to Plaintiff in the  
5 form of lost fees and revenue, and costs advanced, for the work he did for the Tribe  
6 under the subject Fee Agreement signed by Burley as the “person of authority,” and  
7 then later nullified retroactively by them, as herein alleged. The BIA’s policy toward  
8 Burley as a person of authority within the Tribe, operating under the General Council  
9 established by the 1998 Resolution, marked an abrupt and 180-degree shift in policy,  
10 and thus was unlawful, wrongful, and arbitrary and capricious under the APA.

11 84. Under the facts as alleged herein, Plaintiff has suffered a traditional,  
12 tangible monetary injury, i.e., loss of his fees and costs, as a result of and traceable to  
13 the Newland’s and Washburn’s wrongful conduct, which qualifies as a concrete injury-  
14 in-fact under Article III. TransUnion LLC v. Ramirez (2021) 594 U.S. 413, 425 (citing  
15 Spokeo, Inc. v. Robins (2016) 578 U.S. 330, 340).

#### 16 PRUDENTIAL STANDING

17 85. At all times herein mentioned, Plaintiff’s claimed injuries are with the “zone  
18 of interest” under 5 U.S.C. §702. Newland and Washburn violated their broad statutory  
19 authority in the “management of all matters arising out of Indian affairs” and “with the  
20 supervision of public business relating to ... Indians.” For example, 25 U.S.C. §2 states:

21 “The Commissioner of Indian Affairs **shall**, under the direction of the Secretary of  
22 the Interior, and agreeably to such regulations as the President may prescribe,  
23 have the **management of all Indian affairs** and **of all matters arising out of**  
24 **Indian relations**.” (Emphasis added).

25 When Washburn attempted to resolve the Tribe’s membership and leadership dispute  
26 through his 2015 Decision, he was engaged in the “management of Indian affairs,” and  
27 all matters arising out of Indian relations.” Burley and her authority with the Tribe, and  
28 her membership, were the direct subjects of Washburn’s 2015 Decision.

86. Likewise, 43 U.S.C. § 1457 states that:

“The Secretary of the Interior is charged with the supervision of public business  
relating to ... Indians.”

1 Washburn’s 2015 Decision was also an act of supervision of public business relating to  
2 Indians pursuant to this statute, for the reasons herein alleged.

3 87. While Plaintiff and his Fee Agreement with Burley as the “person of  
4 authority” within the Tribe were not the direct subjects of the 2015 Washburn Decision,  
5 Plaintiff was nevertheless “adversely affected or aggrieved” by it “downstream” per  
6 Corner Post, supra. In addition, there exists a credible threat of criminal or civil  
7 prosecution against Plaintiff for the recovery of fees Burley paid to him from 638 federal  
8 contract funds, since, according to the 2015 Washburn Decision, Burley was without  
9 authority to do so. As a result, Plaintiff was in the “zone of interest” under these two  
10 statutes authorizing the ASI to manage all matters arising out of Indian relations or  
11 otherwise the management of all affairs of Indians. This is because he was the attorney  
12 for the Tribe over which the ASI had management authority, and specifically because  
13 the ASI and the BIA had management authority over Burley in connection with her  
14 leadership of the Tribe under the General Council. Indeed, the BIA and the ASI gave  
15 her the designation and title of “person of authority” while it sought to assist the Tribe in  
16 its organizational efforts.

17 88. According to the recent Opinion in Corner Post, supra, Plaintiff does not  
18 need to be directly regulated or directly the subject of the challenged unlawful agency  
19 action. As long as he is adversely affected by the final agency action “downstream,” he  
20 has Article III standing, and can obtain relief of vacatur, and have the agency action  
21 vacated, or set aside, in whole or in part. Corner Post, supra 729-832. And, like the  
22 Plaintiff in Corner Post, supra, Plaintiff suffered a legal wrong within the zone of interest  
23 under the APA with respect to his loss of costs advanced and with respect to his loss of  
24 attorney’s fees. Plaintiff’s interests in these costs advanced and fees were lost when  
25 the Defendants violated 5 U.S.C. §702 and 43 U.S.C. §1457 pertaining to the  
26 “management of all Indian affairs.” The Defendants mismanaged their efforts to resolve  
27 the Tribe’s ongoing Tribal leadership and membership dispute by issuing a final agency  
28 action that retroactively nullified Burley’s authority and the authority of the General  
Council, instead of issuing a Decision that prospectively nullified Burley’s authority and  
the authority of the General Council. Plaintiff was indirectly affected by this arbitrary  
and capricious final agency action, i.e., Newland and Washburn’s actions had an

1 “adverse downstream affect” of Plaintiff by precluding him from recovering his fees and  
2 costs, as herein alleged. As a result, even though Plaintiff is not an Indian or a member  
3 of the Miwok Tribe—or any tribe, and thus not the subject of 5 U.S.C. §702 or 43 U.S.C.  
4 §1457, he still has Article III and prudential standing, because he was adversely  
5 affected “downstream” by Newland and Washburn’s final agency action per Corner  
6 Post, supra, and his injuries (loss of costs advanced and fees earned) are within the  
7 “zone of interest” of these two statutes regulating the ASI over the management of the  
8 affairs of Indians. His indirect, “downstream” injuries place him within the “zone of  
9 interest” per Corner Post, supra.

10 **FIRST CAUSE OF ACTION**

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

12 89. The allegations in paragraphs 1 through 88 are realleged and incorporated  
13 herein by reference.

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

22 91. Plaintiff’s claims against the Defendant USA are within this jurisdictional  
23 grant and are thus cognizable under 28 U.S.C. § 1346(b) for the following reasons.

24 92. Plaintiff’s claims are against the United States, and are for money  
25 damages, as herein alleged.

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

28 94. Plaintiff alleges his loss of fees and costs were caused by the negligent or  
wrongful acts of ASI Newland and ASI Washburn, as herein alleged, who were acting  
with the course and scope of their employment and office as ASIs. Specifically, as  
herein alleged, ASI Newland and ASI Washburn were negligent in preparing their

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respective Decisions attempting to resolve an ongoing Tribal leadership dispute, which Plaintiff was involved in as the Tribe's attorney and attempting to resolve it separately through litigation. ASI Washburn and Newland wrongfully retroactively nullified Burley's previously recognized authority and the General Council from which she derived that authority, instead of doing so prospectively. By retroactively nullifying the actions taken in 1998 to establish the General Council through the Resolution #GC-98-01 set up by the BIA, Burley's authority she used to hire Plaintiff to represent the Tribe in 2007 was thereby retroactively nullified. As a result, Plaintiff lost his right to recover his earned fees and costs advanced in representing the Tribe for almost 13 years. ASI Newland and ASI Washburn knew, or should have known, that their actions would cause Plaintiff to lose his fees and costs. ASI Newland and Washburn had full access to the Tribe's file in its dealings with the Tribe over the years. They knew that Plaintiff had requested the DOI approve his Fee Agreement with the Tribe, and obtained a copy of his Fee Agreement with the Tribe which set forth the terms of his engagement, including how he would be paid. As set forth in his Fee Agreement, Plaintiff's hourly charges were to be paid from the RSTF money being collected for the Tribe by the Commission, once the Tribe becomes reorganized under the IRA. ASI Newland and ASI Washburn knew, or should have known, that Plaintiff asserted a lien on those RSTF proceeds. Instead of protecting Plaintiff's lawful lien, as provided under California law, ASI Newland and ASI Washburn negligently destroyed Plaintiff's lien rights, and negligently caused his loss of his right to recover those fees and costs by the negligent and careless manner in which they drafted and prepared their respective Decisions regarding Burley's authority and her membership.

95. As reflected in his May 31, 2022, Decision, ASI Newland reviewed and reconsidered Washburn's use of the term "reorganize" throughout Washburn's 2015 Decision. AS a result, Newland "reopened" Washburn's 2015 Decision for purposes of the statute of limitations as to Washburn's Decision. By changing the term "reorganize" to state "organize," ASI Newland reaffirmed Washburn's actions in retroactively nullifying Burley's authority to hire Plaintiff, thereby cutting off Plaintiff's collectable fees and costs earned in representing the Tribe.

1 96. In addition, whether or not Burley had the authority to sign a Fee  
2 Agreement to retain Plaintiff to represent the Tribe, Plaintiff filed lawsuits for the Tribe  
3 under Burley's leadership, and, under California law, Plaintiff has a right to recover his  
4 fees under quantum meruit. However, even under quantum meruit, ASI Newland's and  
5 ASI Washburn's negligent and wrongful actions still bars Plaintiff's right to collect his  
6 fees, since, as a result of their negligent and wrongful actions, Burley never had the  
7 authority to hire him to begin with, and since the Tribe's governing body, the General  
8 Council, was also retroactively nullified, Plaintiff had no authority to represent the Tribe.

9 97. Under California law, because of the special relationship the BIA/DOI had  
10 with Burley, and the special relationship Burley had with Plaintiff, ASI Newland and ASI  
11 Washburn had a common law duty not to injure Plaintiff and destroy his right to collect  
12 his fees. As herein alleged, Plaintiff specifically wrote ASI Washburn in 2014, urging  
13 him to uphold Burley's authority to represent the Tribe. Thus, Washburn and Newland  
14 both knew that Burley had hired Plaintiff to represent the Tribe, and that his means of  
15 recovering his fees and costs were dependent upon Burley having the authority to retain  
16 him for the Tribe. They therefore had a duty to protect his property right, and their  
17 wrongful actions towards Burley in striping her of her authority retroactively caused him  
18 injuries and damages. Under California law, ASI Newland and ASI Washburn are liable  
19 in tort for Plaintiff's damages caused by their negligence. CACI 2204; J'Aire Corp. v.  
20 Gregory (1979) 24 Cal.3d 799. ASI Newland and ASI Washburn could easily have  
21 avoided harming Plaintiff by nullifying Burley's authority prospectively, instead of  
22 retroactively. The United States further refusal to correct this language in the 2015  
23 Washburn Decision, on March 25, 2024, after ASI Newland negligently "miscorrected"  
24 the language in the 2015 Washburn Decision, caused Plaintiff harm. Had ASI Newland,  
25 ASI Washburn, and BIA Superintendent Amy Dutschke corrected this language, Plaintiff  
26 would not have been harmed. But for their negligence in allowing the retroactive  
27 language to remain in Washburn's Decision, Plaintiff was harmed, as herein alleged.

28 98. At all times herein mentioned ASI Newland, ASI Washburn, and Amy  
Dutschke were acting within the course and scope of their employment and office with  
the Defendant USA.

1 99. Had ASI Newland, ASI Washburn and Amy Dutschke been private  
2 persons, they would be liable to Plaintiff in accordance with California law, as herein  
3 alleged.

4 100. At all times herein mentioned ASI Newland, ASI Washburn, and Amy  
5 Dutschke were not exercising or performing a discretionary function or duty. Their  
6 actions, as herein alleged, did not involve an element of judgment or choice. Their  
7 actions were pure negligence. Moreover, their wrongful actions, which adversely  
8 impacted and harmed Plaintiff “downstream” as a third-party victim of their wrongful  
9 actions, were contrary to established BIA policy toward Burley and the General Council,  
10 interim governing body the BIA had recognized since 1999 as having authority to act for  
11 the Tribe on various matters, including retaining lawyers. ASI Newland and ASI  
12 Washburn’s actions were abrupt in agency policy or decision, and an irrational  
13 departure from that policy toward Burley and the General Council through which she  
14 derived her authority. As a result their actions do not fall under the discretionary  
15 function exception under the FTCA. In addition, their actions did not involve social,  
16 economic, or political policy the discretionary function under the FTCA was designed to  
17 protect.

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

19 102. Defendant UNITED STATES OF AMERICA (“USA”), pursuant to 28  
20 U.S.C. § 1346(D)(1) is vicariously liable in tort, because ASI Kevin Washburn, and ASI  
21 Bryan Newland, interfered with, and negligently caused Plaintiff to lose, valuable  
22 property and valuable property rights in the form of attorney’s fees earned for  
23 representing the Miwok Tribe, as herein alleged. Specifically, ASI Washburn and ASI  
24 Newland had a duty of due care toward Plaintiff not to act in such a way toward  
25 Plaintiff’s client, The Miwok Tribe under Burley’s leadership and Burley herself, that  
26 would cause injury and harm to that relationship and the fees and costs he was entitled  
27 to be paid as a result of that relationship. This duty of care is founded under California  
28 law, the place where their negligent acts occurred. ASI Newland and Washburn  
breached their duty of care by retroactively stripping the authority Burley had previously  
held, which the BIA previously acknowledged, which ASI Newland and ASI Washburn  
knew or should have known would cause Plaintiff to suffer loss of his fees and costs, as

1 herein alleged. ASI Newland and ASI Washburn’s wrongful actions failed to take into  
2 account numerous 3<sup>rd</sup> party contracts Burley had entered into as the Tribe’s recognized  
3 leader, and the special relationship that existed between Burley and Plaintiff and Burley  
4 and the BIA.

5 103. In addition, Plaintiff had a legal relationship with the Tribe under Burley’s  
6 leadership, which the USA negligently interfered with when it nullified Burley’s authority,  
7 as herein described, thus preventing Plaintiff to recover his earned fees. Those fees  
8 were vested, and Defendant USA “unvested” them when ASI Washburn negligently  
9 drafted and issued his Decision retroactively nullifying Burley’s authority the BIA gave  
10 her when she hired Plaintiff to represent the Tribe. On May 31, 2022, ASI Newland  
11 attempted to modify the 2015 Washburn Decision to correct ASI’s error in excluding  
12 descendants of a 1929 census from membership in the Tribe who, because Washburn  
13 deemed them non-members, could not participate in the organization of the Tribe.  
14 Burley was included in the 1929 census. As a result, Burley’s membership status was  
15 restored, and any objections to her authority to represent the Tribe in former years was  
16 seemingly overruled. But ASI Newland made a mistake of his own – a mistake founded  
17 on negligence. He overlooked critical language in the balance of the 2015 Washburn  
18 Decision that retroactively nullified Burley’s past authority. Instead of correcting that  
19 language to read that Burley’s authority was nullified prospectively, ASI Newland  
20 carelessly and negligently reaffirmed the balance of the 2015 Washburn Decision, and  
21 changed the phrase “reorganize” to read “organize,” which reinforced Washburn’s 2015  
22 Decision that the Tribe was never valid organized by Dixie and Burley in 1998 thereby  
23 retroactively voiding any authority Burley would have had in prior years, and thereby  
24 voiding Plaintiff’s Fee Agreement with the Tribe. As a result, Plaintiff lost his right to  
25 enforce the Fee Agreement and collect his fees and costs.

26 104. Accordingly, the Defendant USA is vicariously liable for ASI Newland, ASI  
27 Washburn and Amy Dutschke’s negligence, as herein alleged.

28 105. As a result of Defendant USA’s negligence, as herein described, Plaintiff  
was damaged in the amount of at least \$5.8 million, based on an agreed hourly rate of  
\$250 per hour, and more, if Plaintiff’s market rate of \$500 per hour at the time is used  
(\$11.6 million) and/or the fees are enhanced by an agreed additional 20% of the

1 Revenue Sharing Trust Fund (“RSTF”) belonging to the Tribe presently being withheld  
2 by the California Gambling Control Commission.

3 106. ASI Washburn wrongfully and negligently cut off Plaintiff’s vested rights to  
4 attorney’s fees he earned while performing legal services for the Miwok Tribe pursuant  
5 to a Fee Agreement he entered into with Burley in 2007, when she was the BIA-  
6 designated “person of authority” or “spokesperson” within the Tribe, by retroactively  
7 nullifying Burley’s authority to act on behalf of the Tribe and the General Council  
8 governing body, established in 1998, that Burley was acting under when she retained  
9 Plaintiff for the Tribe.

10 **SECOND CAUSE OF ACTION**

11 **(Negligent Interference with Prospective Economic Relations – As Against**  
12 **Defendant UNITED STATES OF AMERICA)**

13 107. The allegations in paragraphs 1 through 106 are realleged and  
14 incorporated herein by reference.

15 108. While the Washburn Decision was arguably a discretionary function  
16 pertaining to how many members constitute the Tribe and whether the BIA can force the  
17 Tribe to organize under the IRA, its retroactive nullification of Burley’s past actions and  
18 the 1998 Resolution establishing the General Council was not a policy decision  
19 protected by the discretionary function test per Berkovitz v. United States (1998) 486  
20 U.S. 531, 536. It was common law negligence which interfered with Plaintiff’s  
21 relationship with the Tribe per Burley’s previously conferred authority. Plaintiff had an  
22 economic relationship with the Tribe through Burley, which under the Fee Agreement he  
23 entered into with the Tribe, gave him a prospective economic advantage for payment of  
24 his fees and costs from the Tribe’s RSTF money.

25 109. The FTCA imposes liability “where the United States, if a private person,  
26 would be liable to the claimant in accordance with the law of the place where the act or  
27 omission occurred.” 28 U.S.C. §2672. Thus, California law applies.

28 110. ASI Newland, ASI Washburn and Amy Dutschke’s conduct was negligent  
and interfered with Plaintiff’s right to recover his fees and costs. CACI 2204. It was not  
an intentional act.

1 111. Plaintiff and the Miwok Tribe, through Burley as the Tribe’s “authorized  
2 representative” or “spokesperson,” were in an economic relationship, as herein alleged,  
3 that entitled Plaintiff to legal fees for representing the Tribe for almost 13 years, and  
4 would have resulted in a future economic benefit to Plaintiff. Plaintiff, by virtue of the  
5 Fee Agreement entered into with Burley, had a right to collect his fees from the RSTF  
6 proceeds the Commission is collecting and withholding from the Tribe. When the Tribe  
7 gets organized under the IRA with a new Tribal leader, the Commission will be poised to  
8 release the funds, and Plaintiff would have been in a position to get paid. ASI  
9 Washburn’s negligence and ASI Newland’s negligence, as herein alleged, prevents that  
10 from ever happening. The Commission will interplead Plaintiff’s disputed fees, after  
11 releasing the rest to the newly constituted governing body. The outcome will be in favor  
12 of the Tribe and against Plaintiff based on Washburn’s 2015 Decision retroactively  
13 nullifying or voided Burley’s past authority, and ASI Newland’s negligent miscorrection  
14 of that Decision.

15 112. ASI Newland and ASI Washburn knew or should have known of this  
16 relationship, as herein alleged.

17 113. ASI Newland and ASI Washburn knew or should have known that this  
18 relationship would be disrupted if they, through the ASI/BIA, failed to act with  
19 reasonable care.

20 114. ASI Newland and ASI Washburn failed to act with reasonable care.

21 115. ASI Newland and ASI Washburn, as herein alleged, engaged in negligent  
22 and wrongful conduct by unnecessarily retroactively nullifying Burley’s authority to act  
23 as the Tribe’s “authorized representative” or “spokesperson” during the time that she  
24 entered into and had an attorney/client relationship with Plaintiff on behalf of the Tribe  
25 and contracted his legal services on behalf of the Tribe, and further unnecessarily  
26 retroactively nullifying the General Council established in 1998 under direction of the  
27 BIA, when ASI Washburn issued his December 30, 2015 Decision, and when ASI  
28 Newland failed to properly correct Washburn’s Decision on May 31, 2022. Had ASI  
Washburn and ASI Newland been private citizens, Plaintiff would have a cognizable tort  
claim against them for his prospective economic losses, because he was in a “special  
relationship” with Burley and the Tribe, and Burley and the Tribe were in a special

1 relationship under federal Indian law. J'Aire Corp/ v. Gregory (1979) 24 Cal.3d 799,  
2 804; 28 U.S.C.<sup>11</sup>

3 116. As a result of ASI Newland and ASI Washburn's negligent and wrongful  
4 conduct, for which Defendant USA is vicariously liable, Plaintiff's right to recover his  
5 fees and costs was retroactively destroyed and nullified. ASI Newland and ASI  
6 Washburn negligently interfered with Plaintiff's relationship with the Tribe through  
7 Burley.

8 117. Plaintiff was harmed. His damages are concrete and particularize sum  
9 certain issues, not based on conjecture, and which are fairly traceable to ASI Newland  
10 and ASI Washburn's wrongful torts. See City of Oakland v. Lynch (9<sup>th</sup> Cir. 2015) 798  
11 F.3d, 1159, 1163.

12 118. ASI Newland and ASI Washburn's wrongful conduct, as herein alleged,  
13 was a substantial factor in causing Plaintiff's harm.

14 119. Plaintiff has complied with the FTCA presentation requirements, and  
15 submitted a FTCA claim to the federal government for this cause of action on March 25,  
16 2024 and again on May 15, 2024. Plaintiff was required to wait six months before filing  
17 suit, which he has done. The federal government denied Plaintiff's Tort Claim on  
18 October 23, 2024. (Ex. "24"). He filed suit on February 19, 2025.

### 19 **NO DISCRETIONARY FUNCTION EXCEPTION**

20 120. At all times herein mentioned, ASI Washburn's conduct in retroactively  
21 nullifying Burley's authority, and ASI Newland's conduct in failing to properly correct the  
22 language in Washburn's 2015 Decision nullifying Burley's authority, as herein alleged,  
23 were acts of negligence, and were not discretionary and were not policy driven.  
24 Specifically, the negligent acts of Washburn and Newland, as herein alleged, were  
25 motivated by laziness or careless inattention to the language retroactively nullifying  
26 Burley's authority which caused Plaintiff injury in the loss of his fees and costs. Such  
27 acts of negligence and lack of due care does not reflect the kind of considered judgment  
28 "grounded in social, economic, and political policy" that the discretionary function  
exception in intended to shield from judicial second-guessing under the Federal Torts  
Claim Act ("FTCA"). 28 U.S.C. § 2680(a).

<sup>11</sup> See also Federal Deposit Insurance Corp. v. Meyer (1994) 510 U.S. 471, 477

1 121. Washburn’s oversight and failure to ensure that the language in his  
2 Decision did not retroactively nullify or destroy Plaintiff’s rights to collect and recover his  
3 fees and costs earned for almost 13 years of work for the Tribe, were merely acts of  
4 pure negligence and were not decisions influenced by social, economic, or political  
5 policy. As a result, the discretionary function exception under the FTCA does not bar  
6 Plaintiff from suing the USA for his monetary loss, as herein alleged. In other words,  
7 ASI Newland and ASI Washburn did not purposely decide to nullify Burley’s authority in  
8 a retroactive manner. There was no plausible policy objective to do so. Nothing was  
9 deliberated by them with other BIA supervisors on how best to retroactively void any  
10 authority Burley had exercised over the years, so that it would also nullify the numerous  
11 3<sup>rd</sup> party contracts or economic relationships she had entered into over the years,  
12 including the Fee Agreement with Plaintiff. No research was done on how best to  
13 retroactively nullify Burley’s authority and, at the same time, bar Plaintiff from recovery  
14 of his fees and costs. The drafted language was negligently and carelessly done  
15 without any influence by social, economic or political policy. There is no evidence it was  
16 done to save the government money, since Plaintiff’s fees were to be paid from the  
17 RSTF money the Commission is withholding from the Tribe until a new Tribal leader is  
18 put in place. The language used by Washburn, which Newland corrected and  
19 reaffirmed, without considering the effects it would have on third-party contracts Burley  
20 had entered into, including Plaintiff’s Fee Agreement, was poorly and negligently  
21 drafted. It was foreseeable that Plaintiff would be harmed by such negligence.

22 122. As herein alleged, Washburn and Newland knew, or should have known,  
23 that the retroactive language nullifying Burley’s authority, would adversely affect Plaintiff  
24 in his ability to recover his fees and costs. Plaintiff was a foreseeable victim of their  
25 negligence. There was no political, social or economic reason or policy ASI Washburn  
26 and ASI Newland were advancing to eradicate all historical authority given to Burley  
27 before Washburn’s 2015 Decision. They just simply carelessly overlooked the adverse  
28 impact that language would have “downstream” on third-party contracts or third-party  
relations and interactions Burley may have had over the years as a “person of authority”  
for the Tribe, including contracts with lawyers, and including the Fee Agreement with  
Plaintiff, as authorized under Resolution #GC-98-01 and the General Council.

1 123. No grounds exist to involve the discretionary function exception under 28  
2 U.S.C. § 2680(a).

3 124. ASI Newland also changed the phrase “reorganized” used by Washburn in  
4 his 2015 Decision to “organize,” so it would fit in the BIA’s efforts to punish Burley by  
5 retroactively nullifying her authority. By stating the Tribe was never organized ASI  
6 Newland was reinforcing Washburn’s Decision voiding the formation of the General  
7 Council at the outset. If Burley and the General Council were tasked with “reorganizing”  
8 the Tribe, as Washburn stated, then his use of that term contradicted his Decision that  
9 the General Council was never validly established as an interim governing body.

10 125. On March 25, 2024, and then again on May 21, 2024, Plaintiff submitted  
11 his FTCA claim to the Department of Interior (“DOI”). The DOI issued an administrative  
12 determination denying Plaintiff’s claim on October 23, 2024. Thus, Plaintiff has  
13 exhausted his administrative remedies and timely filed suit.

14 126. At all times herein mentioned, the Defendants waived sovereign immunity  
15 with respect to Plaintiff’s claims herein alleged, because Plaintiff’s claims are: (1)  
16 against the United States; (2) for money damages; (3) for injury to or loss of property,  
17 i.e., Plaintiff’s earned and vested fees for his legal work for the Tribe, as herein alleged;  
18 (4) caused by a federal employee’s negligent or wrongful act or omission, i.e., ASI  
19 Washburn and ASI Newland, as herein alleged; (5) while acting within the scope of their  
20 office or employment; and (6) under circumstances where the United States, if a private  
21 person, would be liable to Plaintiff in accordance with the law of the place where the act  
22 or omission occurred, specifically California. 28 U.S.C. Section 1346(b). Under  
23 California law, ASI Washburn and ASI Newland would be liable to Plaintiff, if they were  
24 a private person, for the tort of negligent interference with prospective economic  
25 advantage, which is distinct from a claim of interference with contract.<sup>12</sup> At all times  
26 herein mentioned, Defendant USA, through the BIA, was in a special relationship with  
27 Burley, the Tribe and Plaintiff with respect to the business affairs of the Tribe, including  
28 the retention of Plaintiff as the attorney for the Tribe under Burley’s authority through the

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<sup>12</sup> Compare CACI 2204 (Negligent Interference with Prospective Economic Relations) with CACI 2201 (Intentional Interference with Contractual Relations). Plaintiff has not sued Defendant USA for intentional interference with contractual relations. A claim of “negligent” interference with contractual relations does not exist under California law.

1 General Council which the BIA had set up, organized and recognized as the Tribe's  
2 interim governing body--which could not be nullified until the Tribe reorganized under  
3 the IRA. (Ex. "12"). In addition, each year the ASI issued a signed statement in the  
4 Federal Register that the BIA had a government-to-government relationship with the  
5 Miwok Tribe (despite there being an ongoing leadership dispute) and that the Tribe had  
6 certain "responsibilities, powers and obligations." This could only be the General  
7 Council established under the 1998 Resolution, since the BIA never recognized any  
8 governing body Dixie set up as a rival faction after he resigned in 1999, or any other  
9 governing body. In other words, the ASI recognized the General Council as the interim  
10 governing body of the Tribe every year that the ASI published this statement in the  
11 Federal Register, since that was the only governing body that existed when these  
12 statements were made, with Burley as the "person of authority." As a result, Plaintiff  
13 was an intended beneficiary of the government-to-government relationship the Tribe  
14 had with the BIA, through Burley, as herein alleged. Given this special relationship that  
15 existed between Plaintiff, the Tribe and the BIA, through Burley and the General  
16 Council, and the Tribe's right to hire attorneys to represent the Tribe as provided under  
17 the 1998 Resolution which the BIA had drafted and directed that Burley and Dixie sign  
18 to establish the General Council, the Defendant USA, through the BIA, owed Plaintiff a  
19 duty of care not to harm him or cause him harm with respect to his right to recover his  
20 fees and costs. ASI Newland and ASI Washburn breached this duty of due care by  
21 their negligent actions as herein alleged. Under California law, the Defendants would  
22 be liable to Plaintiff for negligence, because injury to Plaintiff was foreseeable under the  
23 circumstances. CACI 2204; J'Aire Corp. v. Gregory (1979) 24 Cal.3d 799.

22 127. At all times herein mentioned, ASI Newland "reopened" the statute of  
23 limitations on Plaintiff's claims when on May 31, 2022, he negligently corrected  
24 Washburn's 2015 Decision. He did more than just correct the genealogy portion of that  
25 Decision. He reconsidered Washburn's use of the term "reorganization," stating: "With  
26 the benefit of hindsight, the Washburn Decision should have used the term organization  
27 to clearly denote the fact that the Tribe's status as not having organized." (Ex. "9" to  
28 Complaint, fn. 3). This change was done to support the BIA's wrongful actions in  
retroactively nullifying Burley's authority derived from the General council. The Tribe

1 was clearly "organized" in the sense that the General Council was the Tribe's interim  
2 governing body and was to "exist until a Constitution is formally adopted by the Tribe  
3 and approved by the Secretary of the Interior ..." (Ex. "12 to Complaint, 1998  
4 Resolution, last page). As a result, Plaintiff's claims are not time-barred.

5 128. In addition, Plaintiff's tort claims against the Defendant USA accrued in  
6 October 2023, when his petition for review was denied in Corrales v. CGCC (2023) 93  
7 CA5th 286, the date he was injured as a result of the 2015 Washburn Decision, which  
8 was the date he had the right to apply to this Court for relief, per Corner Post, Inc. v.  
9 Board of Governors of FSS (2024) 603 U.S. 799. In Corner Post, supra, the meaning of  
10 the term "accrue" as it relates to the statute of limitations.

11 **PRAYER FOR RELIEF**

12 Wherefore, Plaintiff requests the following:

- 13 1. Awarding Plaintiff compensatory damages and costs incurred in  
14 connection with this action; and  
15 2. Awarding Plaintiff damages for loss of attorney's fees and costs advanced  
16 to the Miwok Tribe per his government Tort claim, in an amount according to proof, plus  
17 interest.  
18 3. Granting such other relief as the court deems just and proper.

19 DATED: February 27, 2025

20 s/ Manuel Corrales, Jr.  
21 Manuel Corrales, Jr., Esq.  
22 In Pro Per  
23  
24  
25  
26  
27  
28

**EXHIBIT “1”**

ADMITTED TO  
PRACTICE IN:  
CALIFORNIA, UTAH  
AND NEW MEXICO

# MANUEL CORRALES, JR.

ATTORNEY AT LAW

17140 BERNARDO CENTER DRIVE, SUITE 358  
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E-MAIL:  
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June 24, 2023

Ms. Deb Haaland  
**SECRETARY OF THE INTERIOR**  
U.S. Department of the Interior  
1849 C Street N.W., MS-6554  
Washington, D.C., 20240

Mr. Bryan Newland  
**ASSISTANT SECRETARY OF THE INTERIOR**  
U.S. Department of the Interior  
1849 C Street N.W., MS-6554  
Washington, D.C., 20240

Mr. Robert Anderson  
**OFFICE OF THE SOLICITOR**  
U.S. Department of the Interior  
1849 C Street N.W., MS-6554  
Washington, D.C., 20240

Via Fax and U.S. Mail  
(202) 208-5048

Re: California Valley Miwok Tribe: Silvia Burley's prior designation as a  
"person of authority": Request for Clarification

Dear Madam Secretary and Messrs. Newland and Anderson:

I am a former attorney for the California Valley Miwok Tribe ("the Tribe"). I am presently involved in a legal action to recover attorney's fees under a Fee Agreement I entered into with Silvia Burley who signed the agreement on behalf of the Tribe. **I am requesting clarification of her authority as a Bureau of Indian Affairs ("BIA") designated "person of authority" at the time of the execution of the Fee Agreement on December 13, 2007.**

The Tribe has raised a defense to my fee claim on the grounds that, in light of a pending leadership dispute at the time of the signing of the Fee Agreement, the court lacks subject matter jurisdiction to decide the claim, because to do so would require the court to resolve a dispute about Tribal law, i.e., a Tribal leadership dispute, over which it has no jurisdiction. The case of Cayuga Nation v. Tanner (2<sup>nd</sup> Cir. 2016) 824 F.3d 321 (attached) resolved this dilemma by holding that a court need not decide a tribal



leadership dispute under similar circumstances. Instead, the court can simply defer to the BIA's recognition of a person authorized to act on behalf of the Tribe for 638 federal contract funding on an interim basis, in the midst of a leadership dispute, notwithstanding the limited issue that occasioned that recognition, and conclude that that person may initiate litigation on behalf of the Tribe. 824 F.3d at 330.

The Tribe here insists that even though the BIA treated Burley as a "person of authority" at the time of the signing of the Fee Agreement, which gave her the authority to enter into 638 federal contract funding for the Tribe, and that authority under Cayuga, supra, gave her the authority to initiate suits on behalf of the Tribe, that designation did not give her authority to enter into contracts with lawyers to initiate any lawsuits. As a result, the Tribe contends that Cayuga, supra, does not hold that Burley had the authority to enter into contracts with lawyers, and specifically me to initiate lawsuits. The state court here has adopted the Tribe's assertion and has refused to rule on my fee claim on lack of subject matter jurisdiction grounds.

I performed legal work for the Tribe for almost 13 years, and deserve to be paid. The Fee Agreement provides that I am to be paid from the presently held Revenue Sharing Trust Fund ("RSTF") proceeds that are accumulating with the California Gambling Control Commission, pending resolution of a Tribal leadership and membership dispute.

On November 30, 2009, I sent a letter to the Secretary of the Interior asking for approval of my Fee Agreement. Your Solicitor's Office responded on March 11, 2010, stating that the Secretary is no longer required to approve contracts for legal services between Tribes and their attorneys. Based on your letter, I proceeded to perform legal services under the Fee Agreement signed by Burley on behalf of the Tribe for almost 13 years.

To avoid confusion and continued litigation over this subject matter, it seems practical for me to obtain from you, and therefore **I am hereby requesting, a short letter clarifying that at the time Burley executed the Fee Agreement with me, in accordance with Cayuga, supra, she was authorized to initiate lawsuits on behalf of the Tribe, given her BIA-designation at the time as a "person of authority," and that authority included signing the subject Fee Agreement for legal services that included litigation on behalf of the Tribe.**

While the ASI Kevin Washburn ruled that as of December 31, 2015, no one, including Burley, presently represents the Tribe, the issue for my purposes is whether at the time Burley signed the Fee Agreement in December 2007, she had the authority to do so per Cayuga, supra. In addition, since the Tribe remains "unorganized," and no one presently represents the Tribe, there is no Tribal Court for me to go to for resolution.

I am attaching the following documents to assist you:

1. My letter dated November 30, 2009, to you with the Fee Agreement, asking that it be approved.
2. Your letter dated March 11, 2010, advising that the Secretary was not required to approve my Fee Agreement with the Tribe.
3. Letter dated December 12, 2008, from Edith Blackwell, Associate Solicitor, Indian Affairs, to the California Attorney General, reiterating that Burley was a “spokesperson” or “person of authority” for the Tribe for the purpose of awarding Federal contract.
4. Letter dated March 26, 2004, from Dale Risling, Sr., Superintendent, BIA, Central California Agency, to Burley, telling Burley that the BIA is recognizing her as a “person of authority” with the Tribe.
5. Letter dated May 20, 2004, from Scott Keep, Assistant Solicitor, to the California Gambling Control Commission, reiterating that Burley is the authorized representative for the Tribe.
6. Letter dated February 11, 2005, from Michael Olsen, Principal Deputy—Acting Assistant Secretary—Indian Affairs, to Yakima Dixie, informing him that Burley is recognized as a “person of authority” for the Tribe.
7. Declaration of Janice Whipple-Depina, dated September 21, 2005, stating that Burley continues to be a “person of authority” despite the suspension of 638 federal contract funding.
8. Letter dated January 29, 2007, from the BIA to Burley, informing her that she is a “person of authority” for the Tribe, and resuming 638 federal contract funding.
9. Letter dated November 16, 2007, from Troy Burdick, Superintendent at the BIA, Central California Agency, to Burley, enclosing an executed 638 federal contract which she signed on September 21, 2007.
10. Cayuga Nation v. Tanner (2<sup>nd</sup> Cir. 2016) 824 F.3d 321.

Thank you. I look forward to your letter of clarification.

Very truly yours,



Manuel Corrales, Jr.

Enclosures (As stated)

Cc: Troy Burdick  
BIA, Central California Agency  
650 Capital Mall, Suite 8-500  
Sacramento, CA 95814-4710

ADMITTED TO  
PRACTICE IN:  
CALIFORNIA, UTAH  
AND NEW MEXICO

**MANUEL CORRALES, JR.**

A T T O R N E Y A T L A W

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**COPY**

November 30, 2009

Mr. Ken Salazar  
**SECRETARY OF THE INTERIOR**  
184 C Street, N.W.  
Washington, D.C. 20240

Via Fax and U.S. Mail  
(202) 208-5048

Re: California Valley Miwok Tribe v. California Gambling Control Com.  
Case No. D054912 (Court of Appeal); Case No. 37-2008-00075326-CU-  
CTL (San Diego Superior Court)

Re: California Valley Miwok Tribe v. Kempthorne  
Case No. 09-15466 (9<sup>th</sup> Cir. Ct of Appeals); Case No. S-08-3164 (U.S.  
District Court, Eastern District of California)

**REQUEST FOR APPROVAL OF FEE AGREEMENT**  
**25 U.S.C. Section 81**

Dear Secretary Salazar:

Enclosed is a copy of an attorney's fee agreement entered into between me and the California Valley Miwok Tribe ("the Tribe"), entitled "Second Amendment to December 13, 2007 'Hybrid Contingency Fee Agreement with Monthly Rate'", which was executed by the Tribe on March 10, 2009.

The fee agreement covers two (2) pending matter, one against the California Gambling Control Commission for payment of "Revenue Sharing Trust Fund" distributions, and the other against your office for federal contract funding.

Pursuant to 25 U.S.C. Section 81, I respectfully request approval of this agreement covering these two pending matters.

①

Should you have any questions, concerning this matter, please feel free to call or write me directly. My Email address is [mannycorrales@yahoo.com](mailto:mannycorrales@yahoo.com).

Thank you for your anticipate cooperation.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Manuel Corrales, Jr.', with a long, sweeping line extending upwards and to the right.

Manuel Corrales, Jr.

CC: Larry Echo Hawk  
Assistant Secretary—Indian Affairs w/enclosures

Silvia Burley  
Chairperson, California Valley Miwok Tribe w/o enclosures

3/10/2009

ADMITTED TO  
PRACTICE IN:  
CALIFORNIA, UTAH  
AND NEW MEXICO

# MANUEL CORRALES, JR.

ATTORNEY AT LAW

11753 AVENIDA SIVRITA  
SAN DIEGO, CALIFORNIA 92128  
TEL (858) 521-0634  
FAX (858) 521-0633

E-MAIL:  
mannycorrales@yahoo.com

## **SECOND AMENDMENT TO DECEMBER 13, 2007 "HYBRID CONTINGENCY FEE AGREEMENT WITH MONTHLY RATE"**

The parties hereby amend the December 13, 2007 "Hybrid Contingency Fee Agreement with Monthly Rate" (hereinafter referred to as "the original fee agreement") (a copy of which is attached and marked as Exhibit "1") as follows:

1. In addition to the services Attorney agrees to provide to the Client with respect to seeking recovery of Revenue Sharing Trust Fund ("RSFT") money from the California Gambling Control Commission ("the Commission"), as set forth in the original agreement, Attorney agrees to provide the following services:

a. Attorney will file, make court appearances, and litigate in federal court claims against the Bureau of Indian Affairs ("BIA"), and other potential relevant parties, for recovery of P.L. 93-638 funds for the Client.

b. Attorney agrees to work with Troy M. Woodward, an Indian Law legal specialist, who will provide Attorney with necessary research and drafts of pleadings for filing in the federal court in California. Mr. Woodward is not licensed to practice law in California.

2. In consideration for providing these additional services, Client agrees to compensate Attorney as follows:

a. Attorney's contingency fee in the original agreement shall be increased to 20% of the gross amount the Client recovers against the Commission for RSTF money the Commission is withholding from the Client, or the gross amount of RSTF money the Commission ultimately releases for payment to the Client. Attorney's contingency fee shall not be reduced by Client's payment of other fees to other lawyers. By way of an example only, if the total recovery is \$1 million, and Client has also promised to pay another lawyer 20%, Attorney's fee is \$200,000.00 (not 20% of \$800,000, i.e., not \$160,000.00). The fee is based on the gross amount, notwithstanding



any other promises or arrangements Client makes with other lawyers or persons for a percentage of the recovery.

b. The capped payment of \$3,000 per month is temporarily suspended. Instead, Client agrees to pay for the actual costs of prosecuting both the federal case (i.e., California Valley Miwok Tribe v. Kempthorne, Case No. S-08-3164 FCD/EFB, U.S. Dist. Ct. Eastern Dist. Of Cal.) and the state case (California Valley Miwok Tribe v. California Gambling Control Commission, Case No. 37-2008-00075326-CU-CO-CTL, San Diego County Superior Court), both of which are presently on appeal, including but not limited to, filing fees, docketing fees, costs of preparing a clerk's transcript, costs of preparing a reporter's transcript. Travel expenses (if necessary) to attend court hearings, and other actual expenses.

c. Upon recovery of any P.L. 93-638 funds or the RSTF money, by way of judgment or settlement, Client also agrees to pay Attorney forthwith from those recovered funds any and all fees owed under the original agreement (as allowed by federal law pertaining to the PL 638 funding recovery), and in full, with respect to the RSTF litigation that may have been deferred and have accumulated to the amount allowed by allocated funds.

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

4. Except as modified by this amendment, the original agreement remains in full force and effect, and is hereby incorporated herein by reference.

Executed at Stockton, California, on March 10, 2009.

**CLIENT**

CALIFORNIA VALLEY MIWOK TRIBE

By: Silvia Burley  
Silvia Burley, Chairperson

**ATTORNEY**

MANUEL CORRALES, JR.  
Attorney at Law

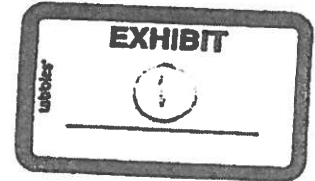
Manuel Corrales 3/10/09  
Manuel Corrales, Esq.

ADMITTED TO  
PRACTICE IN  
CALIFORNIA, UTAH  
AND NEW MEXICO

**MANUEL CORRALES, JR.**  
ATTORNEY AT LAW

E-MAIL:  
manuelcorrales@yahoo.com

11763 AVENIDA SIERRITA  
SAN DIEGO, CALIFORNIA 92128  
TEL (619) 521-0884  
FAX (619) 521-0833



**HYBRID CONTINGENCY FEE AGREEMENT  
WITH MONTHLY RATE**

THIS IS AN AGREEMENT between The California Valley Miwok Tribe, hereinafter referred to as "Client", and Manuel Corrales, Jr., Esq., hereinafter referred to as "Attorney". Unless a different Agreement is made in writing, this Agreement alone shall govern their respective rights and responsibilities.

1. **Claims Covered by Agreement:** Client retains Attorney to represent Client in connection with a claim for damages or other appropriate relief against whomever is responsible for the injury or loss suffered by Client arising out of the following incident or transaction: The California Gambling Control Commission is refusing to authorize release of Revenue Sharing Trust Fund money belonging to The California Valley Miwok Tribe ("Tribe"). Client seeks to recover these funds and to obtain a judicial determination, if necessary, that the Tribe is entitled to continue to receive such funds in the future. Other parties may be sued on various theories to maximize recovery.

2. **Services to be Performed by Attorney:** Attorney agrees to perform the following legal services, if necessary, with respect to the claims described above:

- Investigation of claims
- Determining responsible parties
- Preparation and filing of lawsuit
- Settlement procedures and negotiations
- Prosecution of claim by arbitration or legal action until award or judgment is obtained
- If judgment is obtained in Client's favor, opposing a motion for new trial by an opposing party

3. **Services Not Covered by This Agreement:** If additional services are necessary in connection with Client's claims, and Client requests Attorney to perform such services, additional fee arrangements must be made between Attorney and Client. Such additional services may be required, for example:

- In defense of any lawsuit, cross-complaint or other cross-demand filed against Client in connection with the above matter or otherwise
- If the judgment obtained is not in Client's favor, or the amount thereof is unsatisfactory to Client
- If the judgment obtained is in Client's favor, and an opposing party appeals from the judgment

Fee Agreement  
Page 2

- If a retrial is ordered after a motion for new trial or mistrial, or reversal of the judgment on appeal
- In judgment enforcement proceedings

4. **No Guarantee as to Result:** Client acknowledges that Attorney has made no guarantee as to the outcome or the amounts recoverable in connection with Client's claims.

5. **Litigation Costs and Expenses:** Attorney is authorized to incur reasonable costs and expenses in performing legal services under this Agreement. Client agrees to pay for such costs and expenses by use of the monthly fee discussed below.

(a) **Particular costs and expenses:** The costs and expenses necessary in this case may include any or all of the following items. (The lists is not exclusive)

- Court filing fees
- Process serving fees
- Fees to private investigators
- Fees to photographers or graphic artists
- Fees to experts for consultation and/or for appearance at deposition or trial
- Jury fees
- Mail, messenger and other delivery charges
- Parking and other local travel at .35 cents/mile
- Transportation, meals, lodging and other costs of necessary out-of-town travel
- Long distance telephone charges
- Photocopying (in office) at .20 cents/page
- Word processing charges at the standard rate
- Computer legal research at the contractual rate
- Other computer time at the prevailing rate

(b) **Client's responsibility regarding costs:** Once the \$3,000 monthly retainer is exhausted, Attorney may advance such costs and expenses on Client's behalf, but is not obligated to do so. Client agrees to reimburse Attorney upon demand for any such services. Client is responsible for such reimbursement regardless of the status or outcome of the litigation, or the amount of any recovery. Monthly expenses are capped at \$3,000 and additional monthly expenses must be specifically approved by Client in writing.

6. **Fee to Attorney:** The parties have agreed upon a hybrid contingency fee agreement. This means that Client agrees to pay Attorney a percentage of the recovery plus a guaranteed monthly fee for expenses. Specifically, the Client agrees to pay Attorney 15% of the total gross recovery by way of settlement, judgment or compromise. A monthly, guaranteed fee of \$3,000.00 paid on the 15<sup>th</sup> of each month will be held in retainer by Attorney and will be used

Fee Agreement  
Page 3

to cover costs and expenses. Any amount of the retainer not used for costs or expenses will be applied to Attorney's expended time at \$250/hour.

Bearing in mind that the contingency fee is negotiable, Client agrees that the above fee arrangement is fair and reasonable, and agrees to pay Attorney those amounts.

(a) Costs and expenses as affecting contingency fee: Costs and expenses paid in connection with Client's claim shall be reimbursed at the final recovery of the case, and shall be calculated after the contingency fee is computed. (For example, if the claim is settled for \$1,000, and \$100 has been expended for litigation costs, the contingency fee shall be computed based on the \$1,000 gross recovery. The \$100 cost amount is deducted from the amount remaining after the fee is paid to Attorney).

(b) Setoffs and cross-complaints do not affect contingency fee: The amount of recovery for purposes of this Agreement shall be computed without regard to any setoff, counterclaim, cross-complaint or other demand for affirmative relief asserted by any party against Client, whether or not related to the claims covered by this Agreement.

(c) Form of recovery as affecting contingency fee: If the recovery consists of payments to be made over a period of time, or other property not entirely cash or cash-equivalent, the contingency fee shall be based on the present cash value of the recovery as determined by generally recognized accounting and appraisal standards. (For example, if the recovery consists of \$1,000 payable at \$10/year over 10 years, its present value may be approximately \$380, depending on prevalent interest rates.) The contingency fee shall be paid out of the first funds or property received by Client.

(d) Sanctions awards not part of recovery: Monetary sanctions awarded to Attorney during the course of this litigation shall not be considered part of Client's recovery in this action. Such sanctions shall be deemed compensation to counsel for extraordinary time and effort expended as a result of an opposing party's bad faith conduct or failure to comply with discovery demands, court orders or similar obligations. But if the sanctions award includes a costs item (such as the filing fee for making the motion), the amount thereof shall be credited to the Client's costs obligations when received by Attorney.

(e) Fee award by court not a limit on contingency fee: Any fee awarded by the court, pursuant to statute or contract, in connection with the subject matter of this representation, shall be paid to Attorney and shall be applied against Client's fee obligation under this Agreement, but shall not limit or discharge Client's fee obligation.

Client hereby assigns the right to such a fee award to Attorney to the extent it is assignable. If nonassignable, Client agrees to preserve the right to a fee award in any settlement

**Fee Agreement**

Page 4

or compromise of Client's claims, to diligently seek a fee award for Attorney's services, and to pay Attorney the full amount of any such fee award upon receipt.

7. **Effect of Withdrawal by Attorney:** Attorney may withdraw as counsel for Client for good cause. "Good cause" shall include without limitation, Client's failure to cooperate with Attorney, failure to comply with this Agreement, or requesting Attorney to act in a manner that would violate the Rules of Professional Conduct of the State Bar of California. Such withdrawal shall not affect Client's obligation to reimburse Attorney for costs previously incurred. In addition, Attorney shall be entitled to the reasonable value of legal services performed prior to withdrawal, to be paid by Client from any subsequent recovery on the claims covered by this Agreement.

The reasonable value of Attorney's services prior to withdrawal shall be based on the following factors: the number of hours expended; Attorney's hourly rate of \$250 per hour; Attorney's experience, reputation and ability; the amount of recovery; and the extent to which Attorney's services have contributed to the recovery.

8. **Effect of Discharge by Client:** Client shall have the right to discharge Attorney at any time upon written notice to Attorney. Such discharge shall not affect the Client's obligation to reimburse Attorney for costs incurred prior to such discharge. In addition, Attorney shall be entitled to the reasonable value of legal services performed prior to such discharge to be paid by the Client from any subsequent recovery on claims covered by this Agreement. Such reasonable value shall be based on the factors enumerated in the preceding paragraph.

9. **Attorney's Lien:** Client hereby grants Attorney a lien on Client's claim and any cause of action or lawsuit filed thereon, and on any recovery Client may obtain by settlement, judgment or otherwise and for any other sums due and owing to Attorney for fees and costs at the conclusion of Attorney's services.

Client acknowledges that it has been advised that Client may seek the advice of an independent lawyer of Client's choice regarding the fairness of this lien and of this Agreement, and that Client must be given a reasonable opportunity to seek such advice.

10. **Choice of Law:** The rights and obligations of the parties under this Agreement shall be determined under the laws of the State of California, regardless of the laws of the place of residence or business of any party or of the place where the services required hereunder are rendered.

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

Fee Agreement  
Page Five

12. **Client's Receipt of Agreement and Knowledge of Terms:** Client acknowledges that he/she has read and fully understands all of the terms and conditions of this Agreement before signing it, and has received a copy of this Agreement upon execution thereof.

Executed at Stockton, California, on December 13, 2007.

**CLIENT**

**ATTORNEY**

CALIFORNIA VALLEY MIWOK TRIBE

MANUEL CORRALES, JR.  
Attorney at Law

By:   
(signature)

Silvia Burley  
(print name)

10601 Escandido Pl.  
Stockton, Calif. 95212  
(address)

209-931-4567  
(telephone number)



## United States Department of the Interior

OFFICE OF THE SOLICITOR  
1849 C STREET N.W. MS-6554  
WASHINGTON, DC 20240

MAR 11 2010

Manuel Corrales, Jr., Esquire  
112753 Avenida Sivrita  
San Diego, California 92128

Dear Mr. Corrales:

This letter is in response to your letter of November 30, 2009 to Secretary Salazar. I apologize for the delay in responding to your request to have the second amendment to your fee agreement with the California Valley Miwok Tribe approved by the Secretary of the Interior pursuant to 25 U. S. C. § 81.

On May 14, 2000, Congress enacted Section 2 of Public Law 106-179, 114 Stat. 46. The amendment to Section 81 expressly states that the Secretary is not required to approve contracts for legal services between federally recognized Indian tribes and their attorneys. The Department will not, therefore, take any action on your request. Please find enclosed a copy of Public Law 106-179 as it appears at 114 Stat. 46. If you have any questions regarding Section 81, please contact Angela Kelsey at (202) 219-2407.

Sincerely

Pilar M. Thomas  
Deputy Solicitor for Indian Affairs

Enclosure (1)

2



LEXSEE 114 STAT. 46

UNITED STATES PUBLIC LAWS  
106th Congress -- 2nd Session  
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PUBLIC LAW 106-179 [S. 613]  
MAR. 14, 2000

INDIAN TRIBAL ECONOMIC DEVELOPMENT AND CONTRACT ENCOURAGEMENT ACT OF 2000

*106 P.L. 179; 114 Stat. 46; 2000 Enacted S. 613; 106 Enacted S. 613*

BILL TRACKING REPORT: 106 Bill Tracking S. 613  
FULL TEXT VERSION(S) OF BILL: 106 S. 613  
CIS LEGIS. HISTORY DOCUMENT: 106 CIS Legis. Hist. P.L. 179

An Act

To encourage Indian economic development, to provide for the disclosure of Indian tribal sovereign immunity in contracts involving Indian tribes, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

[\*1] SECTION 1. <25 USC 71 note> SHORT TITLE.

This Act may be cited as the "Indian Tribal Economic Development and Contract Encouragement Act of 2000".

[\*2] SEC. 2. CONTRACTS AND AGREEMENTS WITH INDIAN TRIBES.

Section 2103 of the Revised Statutes (~~25 U.S.C. 87~~) is amended to read as follows:

2103 "§ 2103.(a) In this section:

"(1) The term 'Indian lands' means lands the title to which is held by the United States in trust for an Indian tribe or lands the title to which is held by an Indian tribe subject to a restriction by the United States against alienation.

"(2) The term 'Indian tribe' has the meaning given that term in section 4(e) of the Indian Self-Determination and Education Assistance Act (*25 U.S.C. 450b(e)*).

"(3) The term 'Secretary' means the Secretary of the Interior.

"(b) No agreement or contract with an Indian tribe that encumbers Indian lands for a period of 7 or more years shall be valid unless that agreement or contract bears the approval of the Secretary of the Interior or a designee of the Secretary.

106 P.L. 179, \*2; 114 Stat. 46, \*\*;  
2000 Enacted S. 613; 106 Enacted S. 613

"(c) Subsection (b) shall not apply to any agreement or contract that the Secretary (or a designee of the Secretary) determines is not covered under that subsection.

"(d) The Secretary (or a designee of the Secretary) shall refuse to approve an agreement or contract that is covered under subsection (b) if the Secretary (or a designee of the Secretary) determines that the agreement or contract--

"(1) violates Federal law; or

"(2) does not include a provision that--

"(A) provides for remedies in the case of a breach of the agreement or contract;

"(B) references a tribal code, ordinance, or ruling of a court of competent jurisdiction that discloses the right of the Indian tribe to assert sovereign immunity as a defense in an action brought against the Indian tribe; or

"(C) includes an express waiver of the right of the Indian tribe to assert sovereign immunity as a defense [\*\*47] in an action brought against the Indian tribe (including a waiver that limits the nature of relief that may be provided or the jurisdiction of a court with respect to such an action).

"(e) Not later than 180 days after the date of enactment of the Indian Tribal Economic Development and Contract Encouragement Act of 2000, the Secretary shall issue regulations for identifying types of agreements or contracts that are not covered under subsection (b).

"(f) Nothing in this section shall be construed to--

"(1) require the Secretary to approve a contract for legal services by an attorney;

"(2) amend or repeal the authority of the National Indian Gaming Commission under the Indian Gaming Regulatory Act (25 U.S.C. 2701 et seq.); or

"(3) alter or amend any ordinance, resolution, or charter of an Indian tribe that requires approval by the Secretary of any action by that Indian tribe."

### [\*3] SEC. 3. CHOICE OF COUNSEL.

Section 16(e) of the Act of June 18, 1934 (commonly referred to as the "Indian Reorganization Act") (48 Stat. 987, chapter 576; 25 U.S.C. 476(e)) is amended by striking ", the choice of counsel and fixing of fees to be subject to the approval of the Secretary".

**DESCRIPTORS: INDIAN TRIBAL ECONOMIC DEVELOPMENT AND CONTRACT ENCOURAGEMENT ACT; INDIANS; ECONOMIC DEVELOPMENT; DEPARTMENT OF INTERIOR; COMMERCIAL LAW; PRIVILEGES AND IMMUNITIES; ADMINISTRATIVE LAW AND PROCEDURE; INDIAN REORGANIZATION ACT; LAWYERS; PROFESSIONALS' FEES**



## United States Department of the Interior

OFFICE OF THE SOLICITOR  
Washington, D.C. 20240

IN REPLY REFER TO:

In reply, please address to:  
Main Interior, Room 6513

Peter Kaufman, Esq.  
Deputy Attorney General  
110 West A Street, Suite 1100  
San Diego, CA 92101

DEC 12 2008

Dear Mr. Kaufman:

This letter is in response to your telephone inquiry requesting information on the status of the leadership for the California Valley Miwok Tribe (CVMT). CVMT presents the Bureau of Indian Affairs (BIA) with a unique situation. The following summarizes the history of the Tribe and the current leadership dispute.

CVMT began as a rancheria set up for 12 individual Indians in 1916. The government set aside .92 acres of land on which those twelve individuals could live. In 1935, the sole adult member of the rancheria voted not to reject the Indian Reorganization Act (IRA).<sup>1</sup> In 1966, the Federal government undertook to terminate the rancheria by, among other things, distributing the assets of the rancheria to the rancheria's residents. Ultimately, the Federal government failed to take the steps necessary to complete terminate of the Federal relationship with the rancheria and the rancheria continued to exist. There was one resident, Mabel Hodge Dixie. For reasons that are not relevant to your inquiry, the government did not convey the property to Ms. Dixie successfully and ultimately held it in trust for her. When she died, her heirs inherited the 0.92 acre held in trust by the government. In 1998, Ms. Dixie's son, Yakima Dixie, resided on the rancheria land and was its only known member. That same year, Silvia Burley, a distant relative of Mr. Dixie, approached Mr. Dixie about adopting her, her two daughters, and her granddaughter into the Tribe so that they would be eligible for Indian health and education benefits. Mr. Dixie adopted Ms. Burley and her family.

Mr. Dixie and Ms. Burley became interested in organizing the tribe formally— that is establishing a tribal government. In 1999, the two of them approached the BIA for assistance. At that time, Mr. Dixie acted as the Tribe's leader and he held the title of "Chairman." On April 20, 1999, Ms. Burley submitted a purported letter of resignation from Mr. Dixie. The next day, Mr. Dixie asserted he never resigned his position and refused to do so. He claims that Ms. Burley forged his name on the resignation letter. After Mr. Dixie's purported resignation, Ms. Burley became leader of the Tribe, having been elected by herself and one of her daughters. Ms. Burley claimed the title of

<sup>1</sup> While it is common for people to refer to the Indians of a reservation as voting to accept the IRA, the act applied to a reservation unless a majority of the Indians voted against its application within a year, later extended for another year. See 25 U.S.C. § 478.

“Chairman.” The BIA accepted her in this position but noted the leadership dispute between her and Mr. Dixie. On March 7, 2000, the BIA wrote in a letter to Ms. Burley that it would not interfere in the dispute unless the dispute continued without resolution and the government-to-government relationship between the United States and the Tribe became threatened. If the government-to-government relationship were to become threatened, the BIA advised, it would advise the Tribe to resolve the dispute within a reasonable period of time.

Ms. Burley and her daughters responded by attempting to organize the Tribe. Initially, they sought to organize the government under the provisions of the Indian Reorganization Act, but the BIA failed to call the requisite election on the proposed constitution.

In 2002, counsel purporting to represent the California Valley Miwok Tribe and Ms. Burley filed suit in the United States District Court for the Eastern District of California claiming the United States had breached its trust responsibilities and violated the California Rancheria by conveying the less than one acre of land to Ms. Dixie in 1967 when the tribe had potentially 250 members. The court dismissed the suit on grounds that it was filed beyond the six-year statute of limitations. The Ninth Circuit Court of Appeals affirmed in an unpublished opinion. *See California Valley Miwok Tribe v. United States*, No. 04-16676, 2006 WL 2373434 (9<sup>th</sup> Cir., Aug. 17, 2006)

Ultimately, in 2003, Ms. Burley tried to organize the Tribe under the Tribe’s inherent sovereign authority without the supervision of the BIA. Ms. Burley submitted the Tribe’s constitution to the BIA for informational purposes. The BIA reviewed the constitution and determined that it was not valid because Ms. Burley had failed in the process of developing and adopting the constitution to include other Indians with legitimate ties to the Tribe. On March 26, 2004, the BIA informed Ms. Burley that the Tribe remained unorganized and had no government. Because the Tribe had no government, it could not have a governmental leader. The BIA would not recognize Ms. Burley as Chairman, that is, the governmental leader of the Tribe. Instead the BIA would deal with her as a “spokesperson” or “person of authority” for the Tribe for the purposes of awarding Federal contracts.

Meanwhile, Mr. Dixie continued to assert that he was the hereditary leader of the Tribe and that he had never resigned his position. In March 2005, a representative of the Assistant Secretary – Indian Affairs decided Mr. Dixie’s appeal of the BIA’s acceptance of Ms. Burley as tribal Chairman. In the letter dismissing Mr. Dixie’s appeal, the Deputy Assistant Secretary informed Mr. Dixie that Ms. Burley was not the governmental leader of the Tribe. In fact, the letter explained, the Tribe could have no governmental leader until it had a government developed through an organizational process that included the broader tribal community of other Indians with legitimate ties to the Tribe.

Thus, the BIA faced a stand-off between Ms. Burley, who insisted the Tribe had organized properly under her constitution, and Mr. Dixie, who claimed to be the hereditary leader of the Tribe. Ms. Burley sued the BIA in Federal district court in the District of Columbia, claiming that the BIA improperly denied her constitution’s validity.

The district court granted the BIA's motion to dismiss for failure to state a claim. The Court of Appeals affirmed. See *California Valley Miwok Tribe v. United States*, 424 F. Supp. 2d 197 (D.D.C. 2006), *aff'd* 515 F.3d 1262 (D.C. Cir. 2008)

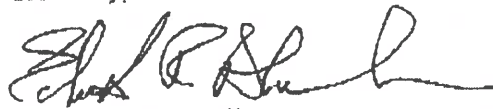
When the district court granted its motion to dismiss, the BIA worked with both Ms. Burley and Mr. Dixie to assist the Tribe in organizing itself. After initial efforts by the BIA to find a mutually agreeable solution, Ms. Burley chose not to cooperate. The BIA decided to initiate the organization process by identifying those persons who are lineal descendants of the original twelve Indians for whom the government established the rancheria, the single resident who voted in 1935 on the IRA, and the sole distributee, Mabel Hodge Dixie. Ms. Burley appealed the BIA's decision to the Interior Board of Indian Appeals (IBIA), *California Valley Miwok Tribe v. Pacific Regional Director*, Docket No.: IBIA 07-100-A. Under the Department's regulations, a decision of a Regional Director that has been appealed to IBIA is not final and effective except under certain circumstances, not present here, which effectively stayed the BIA's effort to assist the Tribe in organizing itself. See 25 C.F.R. § 2.6(a).

When the BIA is faced with a situation such as this, when it cannot determine who the legitimate leader of the Tribe is, the BIA must first defer to the Tribe to resolve the dispute. See, e.g., *Santa Clara Pueblo v. Martinez*, 436 U.S. 49, 65 (1978); *Fisher v. District Court*, 424 U.S. 382, 386-89 (1976); *Smith v. Babbitt*, 100 F.3d 556, 559 (8<sup>th</sup> Cir. 1996); *Wheeler v. Department of the Interior*, 811 F.2d 549 (10<sup>th</sup> Cir. 1987). The difficulty with CVMT is that because it has no government, it has no governmental forum for resolving the dispute. In similar situations, the BIA would turn to a tribe's general council, that is, the collective membership of the tribe. *Johannes Wanatee v. Acting Minneapolis Area Director*, 31 IBIA 93 (1997). But because CVMT has not even taken the initial step of determining its membership, a general council meeting is not possible.

The only answer is for the BIA to wait for the Tribe to organize itself. The Tribe will be able to do so once the IBIA decides Ms. Burley's appeal. The IBIA has a significant workload but the briefing on Ms. Burley's appeal was completed essentially a year ago and the D.C. Circuit Court opinion of earlier this year has been served as supplemental authority in the IBIA proceedings so we could expect a decision at any time. In the meantime, neither the BIA nor any court has authority to resolve the leadership dispute that is crippling the Tribe. See, *Goodface v. Grassrope*, 708 F.2d 335 (8<sup>th</sup> Cir. 1983).

I hope that this letter provides all the information you need. Should you need additional information or have further questions, please contact Jane Smith (202-208-5808), the member of my staff handling this matter.

Sincerely,



Edith R. Blackwell  
Associate Solicitor, Indian Affairs



## United States Department of the Interior

### BUREAU OF INDIAN AFFAIRS

Central California Agency  
650 Capitol Mall, Suite 8-900  
Sacramento, CA 95814

IN REPLY REFER TO

MAR 26 2004

Certified Mail No. 7003 1680 0002 3896 9127  
Return Receipt Requested

Ms. Sylvia Burley, Chairperson  
California Valley Miwok Tribe  
10601 Escondido Pl.  
Stockton, California 95121

Dear Ms. Burley:

This letter acknowledges our February 11, 2004, receipt of a document represented to be the tribal constitution for the California Valley Miwok Tribe. It is our understanding that the Tribe has shared this tribal constitution with the Bureau of Indian Affairs (BIA) in an attempt to demonstrate that it is an "organized" tribe. Regretfully, we must disagree that such a demonstration is made.

Although the Tribe has not requested any assistance or comments from this office in response to your document, we provide the following observations for your consideration. As you know, the BIA's Central California Agency (CCA) has a responsibility to develop and maintain a government-to-government relationship with each of the 54 federally recognized tribes situated within CCA's jurisdiction. This relationship, includes among other things, the responsibility of working with the person or persons from each tribe who either are rightfully elected to a position of authority within the tribe or who otherwise occupy a position of authority within an unorganized tribe. To that end, the BIA has recognized you, as a person of authority within the California Valley Miwok Tribe. However, the BIA does not yet view your tribe to be an "organized" Indian Tribe and this view is borne out not only by the document that you have presented as the tribe's constitution but additionally, by our relations over the last several decades with members of the tribal community in and around Sheep Ranch Rancheria. (Let me emphasize that being an organized vis-à-vis unorganized tribe ordinarily will not impact either your tribe's day-to-day operations but could impact your tribe's continued eligibility for certain grants and services from the United States).

Where a tribe that has not previously organized seeks to do so, BIA also has a responsibility to determine that the organizational efforts reflect the involvement of the whole tribal community. We have not seen evidence that such general involvement was

(4)



Page 3 of 4

cornerstone of tribal membership and based upon our experience, has been the basic starting point and foundation for each of the Miwok tribes in our jurisdiction, i.e., the Ione Band of Miwok Indians, Shingle Springs Rancheria and Tuolumne Rancheria.

We must continue to emphasize the importance of the participation of a greater tribal community in determining membership criteria. We reiterate our continued availability and willingness to assist you in this process and that via PL 93-638 contracts intended to facilitate the organization or reorganization of the tribal community, we have already extended assistance. We urge you to continue the work that you have begun towards formal organization of the California Valley Miwok Tribe.

If we can assist your efforts in any way, please contact Raymond Fry, Manager, Tribal Services, at (916) 930-3794.

Should you wish to appeal any portion of this letter, you are advised that you may do so by complying with the following:

This decision may be appealed to the Regional Director, Pacific Regional Office, Bureau of Indian Affairs, 2800 Cottage Way, Sacramento, California 95825. In accordance with the regulations in 25 CFR Part 2 (copy enclosed). Your notice of appeal must be filed in this office within 30 days of the date you receive this decision. The date of filing or notice is the date it is post marked or the date it is personally delivered to this office. Your notice of appeal must include your name, address and telephone number. It should clearly identify the decision to be appealed. If possible attach a copy of the decision. The notice of and the envelope which it is mailed, should be clearly labeled "NOTICE OF APPEAL." The notice of appeal must list the names and addresses of the interested parties known to you and certify that you have sent them copies of the notice.

You must also send a copy of your notice to the Regional Director, at the address given above.

If you are not represented by an attorney, you may request assistance from this office in the preparation of your appeal.

Page 4 of 4

If no timely appeal is filed, this decision will become final for the Department of the Interior at the expiration of the appeal period. No extension of time may be granted for filing a notice of appeal.

Sincerely,

*Dale Risling, Sr.*

Dale Risling, Sr.  
Superintendent

CC: Pacific Regional Director  
Debora Luther, Assistant US Attorney  
Myra Spicker, Deputy Solicitor  
Yakima Dixie-Tribal Member



Case 1:05-cv-00739-JR Document 25-5 Filed 09/22/05 Page 5 of 16

## United States Department of the Interior

OFFICE OF THE SOLICITOR  
1849 C STREET N.W.  
WASHINGTON, DC 20240

In reply, please address to:  
Main Interior, Room 6456

Mr. Gary Qualset  
Deputy Director for Licensing & Compliance  
California Gambling Control Commission  
2399 Gateway Oaks Drive, Suite 200  
Sacramento, CA

May 20, 2004

Re: California Valley Miwok Tribe

Dear Mr. Gary Qualset:

The purpose of this letter is to confirm to you that the Department of the Interior does have pending before it an appeal from Yakima Dixie contesting the Department's recognition of Silvia Burley as the spokesperson of the California Valley Miwok Tribe. In addition, the Department is a defendant in litigation in the United States District Court for the Eastern District of California brought by the California Valley Miwok Tribe under the apparent direction of Ms. Burley. In that litigation, Brian Golding, the Tribal Operations Specialist for both the Central California Agency of the Bureau of Indian Affairs (BIA) and for the Pacific Region of the BIA recently described Ms. Burley's status as follows:

9. At the present time, the Bureau of Indian Affairs acknowledges Silvia Burley as the authorized representative of the California Valley Miwok Tribe with whom government-to-government business is conducted. However, the BIA does not view the Tribe to be an organized tribe and, therefore declines to recognize Ms. Burley as a "tribal chairperson" in the traditional sense as one who exercises authority over an organized Indian tribe.

Declaration of Brian Golding, at 4, ¶ 9. A copy of Mr. Golding's declaration is enclosed for your convenience.

The status of the California Valley Miwok Tribe as an unorganized tribe lacking a sufficiently defined governmental structure and membership is described in more detail in other paragraphs of Mr. Golding's declaration and the March 26, 2004, letter to Ms. Burley from the Superintendent of the Central California Agency, a copy of which was attached to Mr. Golding's declaration as Exhibit "b," and a copy of which is enclosed for your ready reference.

We will be glad to try to keep you informed of the status of the litigation and the dispute over the organization and leadership of the California Valley Miwok Tribe. In the meantime, if you have

**Declaration S. KEEP  
Exhibit 1**

CVMT-2011-000528

CVMT-Burley Response to Request for Production No. 13 - 0440

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Case 1:05-cv-00739-JR Document 25-5 Filed 09/22/05 Page 6 of 16

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any questions or if we can be of any assistance in the future in some other matter, please don't  
hesitate to call on us.

Sincerely,



Scott Keep  
Assistant Solicitor  
Branch of Tribal Government and Alaska  
Division of Indian Affairs

Enclosures

cc: John W. Spittler, Esq.  
California Gambling Control Commission  
2399 Gateway Oaks Drive, Suite 200  
Sacramento, CA

Thomas Wolfrum, Esq.  
1460 Maria Lane, Suite 340  
Walnut Creek, CA 94596

Debora G. Luther, Esq.  
Assistant United States Attorney  
United States Attorney's Office  
Eastern District of California  
501 I Street, Suite 10-100  
Sacramento, CA 95814

Phillip E. Thompson, Esq.  
Thompson Associates  
9450 Pennsylvania Avenue  
Suite 4  
Upper Marlboro, MD 20772

Brian Golding  
Tribal Operations Specialist  
Pacific Regional Office  
Bureau of Indian Affairs  
2800 Cottage Way  
Sacramento, CA 95825



## United States Department of the Interior

OFFICE OF THE SECRETARY  
Washington, D.C. 20240

FEB 11 2005

Mr. Yakima K. Dixie  
Sheep Ranch Rancheria of MiWok Indians of California  
11178 Sheep Ranch Rd.  
P.O. Box 41  
Sheep Ranch, California 95250

Dear Mr. Dixie:

I am writing in response to your appeal filed with the office of the Assistant Secretary – Indian Affairs on October 30, 2003. In deciding this appeal, I am exercising authority delegated to me from the Assistant Secretary – Indian Affairs pursuant to 209 DM 8.3 and 110 DM 8.2. In that appeal, you challenged the Bureau of Indian Affairs' ("BIA") recognition of Sylvia Burley as tribal Chairman and sought to "nullify" her admission, and the admission of her daughter and granddaughters into your Tribe. Although your appeal raises many difficult issues, I must dismiss it on procedural grounds.

Your appeal of the BIA's recognition of Ms. Burley as tribal Chairman has been rendered moot by the BIA's decision of March 26, 2004, a copy of which is enclosed, rejecting the Tribe's proposed constitution. In that letter, the BIA made clear that the Federal government did not recognize Ms. Burley as the tribal Chairman. Rather, the BIA would recognize her as "a person of authority within California Valley Miwok Tribe." Until such time as the Tribe has organized, the Federal government can recognize no one, including yourself, as the tribal Chairman. I encourage you, either in conjunction with Ms. Burley, other tribal members, or potential tribal members, to continue your efforts to organize the Tribe along the lines outlined in the March 26, 2004, letter so that the Tribe can become organized and enjoy the full benefits of Federal recognition. The first step in organizing the Tribe is identifying putative tribal members. If you need guidance or assistance, Ray Fry, (916) 930-3794, of the Central California Agency of the BIA can advise you how to go about doing this.

In addition, your appeal to my office was procedurally defective because it raised issues that had not been raised at lower levels of the administrative appeal process. In May 2003, you contacted the BIA to request assistance in preparing an appeal of the BIA's recognition of Ms. Burley as tribal Chairman. You specifically stated that you were not filing a formal Notice of Appeal. In June 2003, you filed an "Appeal of inaction of official," pursuant to 25 C.F.R. §2.8, with the Central California Agency Superintendent challenging the BIA's failure to respond to your request for assistance. In August 2003, you filed another "Appeal of inaction of official"

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CVMT-2011-000610

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with the Acting Regional Director challenging the failure of the Superintendent to respond to your appeal of the BIA's inaction. Your appeal with my office, however, was not an "Appeal of inaction of official." Rather, your "Notice of Appeal" challenged the BIA's recognition of Ms. Burley as tribal Chairman and sought to nullify the Tribe's adoption of her and her family members. Those issues were not raised below. They are not, therefore, properly before me.

In addition, your appeal appears to be untimely. In 1999, you first challenged the BIA's recognition of Ms. Burley as Chairman of the Tribe. In February 2000, the BIA informed you that it defers to tribal resolution of such issues. On July 18, 2001, you filed a lawsuit against Ms. Burley in the United States District Court for the Eastern District of California challenging her purported leadership of the Tribe. On January 24, 2002, the district court dismissed your lawsuit without prejudice and with leave to amend, because you had not exhausted your administrative remedies by appealing the BIA's February 2000 decision. After the court's January 24, 2002, order, you should have pursued your administrative remedies with the BIA. Instead, you waited almost a year and a half, until June 2003, before raising your claim with the Bureau. As a result of your delay in pursuing your administrative appeal after the court's January 24, 2002, order, your appeal before me is time barred.

In light of the BIA's letter of March 26, 2004, that the Tribe is not an organized tribe, however, the BIA does not recognize any tribal government, and therefore, cannot defer to any tribal dispute resolution process at this time. I understand that a Mr. Troy M. Woodward has held himself out as an Administrative Hearing Officer for the Tribe and purported to conduct a hearing to resolve your complaint against Ms. Burley. Please be advised that the BIA does not recognize Mr. Woodward as a tribal official or his hearing process as a legitimate tribal forum. Should other issues arise with respect to tribal leadership or membership in the future, therefore, your appeal would properly lie exclusively with the BIA.

Sincerely,



Michael D. Olsen  
Principal Deputy  
Acting Assistant Secretary - Indian Affairs

Enclosure

cc: Sylvia Burley  
Troy M. Woodward, Esq.  
Thomas W. Wolfrum, Esq.  
Chadd Everone

CVMT-2011-000611

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

CALIFORNIA VALLEY MIWOK TRIBE, )  
formerly SHEEP RANCH OF ME-WUK )  
INDIANS OF CALIFORNIA, )

Plaintiff, )

v. )

UNITED STATES OF AMERICA, )

GALE A. NORTON, Secretary of the )  
Interior, )

MICHAEL D. OLSEN, Acting Assistant )  
Secretary - Indian Affairs, )

Defendants. )

No. 1:05CV00739  
Judge James Robertson

DECLARATION OF JANICE WHIPPLE-DEPINA



7

I, JANICE WHIPPLE-DEPINA, declare:

1. I am the Awarding Official at the BIA's Central California Office located in Sacramento, California. I have personal knowledge of the facts set forth in this Declaration.

2. In 2002, I awarded (pursuant to the Superintendent's authority) a P.L. 93-638 contract between the BIA and the California Valley Miwok Tribe. An annual funding agreement with respect to this contract was signed on February 8, 2005, and reflects FY 2005 funding.

3. On July 19, 2005, I sent a letter to Sylvia Burley enclosing a modification of the "638" contract which "suspends the current ["638"] contract in its entirety." I explained my reasons for my action in this letter. Nothing in this letter should be read to indicate that BIA is taking the position that Ms. Burley is no longer "a person of authority" within the Tribe.

4. Based upon the recommendations of the Office of the Solicitor, on August 19, 2005, I sent Ms. Burley a succeeding modification of the "638" contract the substance of which is described as follows:

"The contract is hereby reinstated only for the purposes of fulfilling the Scope of Work and approved Standards for the Aid to Tribal Government Program as outlined in the original contract dated April 10, 2002."

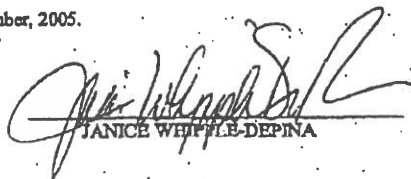
The quoted language is not intended in any way to that the BIA recognizes Ms. Burley as the Tribal Chairperson of the California Valley Miwok Tribe. It is my understanding that her status continues to be that of a person of authority within the Tribe.

5. The August 19<sup>th</sup> reinstatement of the contract, in my view, amounted to a complete revocation of the July 19<sup>th</sup> suspension of the contract.

6. On August 24, 2005, I returned a telephone call to Mr. Cy Rickards, an employee of the California Gambling Control Commission. He requested that I provide him a copy of BIA's August 19, 2005, modification of the Tribe's "638" contract. I sent him both a copy of the modification and a copy of the August 19<sup>th</sup> letter transmitting that modification to Ms. Burley. At the end of our conversation, Mr. Rickards informed me that the Commission had decided to reverse its prior decision of August 4, 2005, to not release the current quarterly distribution of RSTF (Revenue Sharing Tribal Funds) monies to the California Valley Miwok Tribe and would now be releasing these monies to the Tribe.

Pursuant to the provisions of 28 U.S.C. 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 21 day of September, 2005.

  
JANICE WHIPPLE-DEPINA





**United States Department of the Interior**

BUREAU OF INDIAN AFFAIRS  
Pacific Regional Office  
2800 Cottage Way  
Sacramento, California 95825

IN REPLY REFER TO

**JAN 29 2007**

**CERTIFIED MAIL NO. 7002 3150 0005 2284 7789  
RETURN RECEIPT REQUESTED**

Ms. Silvia Burley  
10601 Escondido Place  
Stockton, California 95212

Dear Ms. Burley:

This letter is in response to your letter dated January 3, 2007, in which you requested on behalf of the California Valley Miwok Tribe (Tribe), "aka" as the Sheep Ranch Rancheria that a lump sum payment be scheduled for the Tribe's FY-2007 P.L. 93-638.

The Bureau of Indian Affairs' (Bureau) current position is that the Tribe lacks a governing body duly recognized by the Bureau and that you are recognized as a "person of authority" within the Tribe. Furthermore, the Superintendent, Central California Agency and his staff have implemented a plan to assist the Tribe with its organizational efforts. I believe that it is essential for both the Tribe and the Bureau that this organizational process be completed.

Therefore, until the organizational process of the Tribe is completed, I am exercising my discretion to continue to impose a quarterly payment schedule for the Tribe's FY-2007 contract as expressly authorized by P.L. 93-638 (25 U.S.C. § 450j(b) and § 450l(b)).

Sincerely,

  
Regional Director

cc: Superintendent, Central California Agency







## United States Department of the Interior

### BUREAU OF INDIAN AFFAIRS

Central California Agency  
650 Capitol Mall, Suite 8-500  
Sacramento, CA 95814-4710

IN REPLY REFER TO

Indian Self-Determination

**NOV 16 2007**

Silvia Burley  
California Valley Miwok Tribe  
10601 Escondido Place  
Stockton, California 95212

Dear Ms. Burley:

Enclosed is a fully executed duplicate of Modification No. Twenty-Six (26) for Contract No. CTJ51T62802 (FY 07 Aid to Tribal Government Program-Mature Status).

For future payments regarding this contract, please contact Tina Fourkiller, Indian Self-Determination Specialist at (916) 930-3744.

Should you have any questions regarding this contract, please contact Janice Whipple-DePina, Indian Self-Determination Officer at (916) 930-3742.

Sincerely,

Troy Burdick  
Superintendent

Enclosures

RECEIVED  
NOV 16 2007

DUPLICATE

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		PAGE <b>1</b> OF PAGES
2 AMENDMENT/MODIFICATION NO <b>Twenty-Five (25) 26</b>	3 EFFECTIVE DATE <b>9/21/07</b>	4 REQUISITION/PURCHASE REQ. NO
5 PROJECT NO. (If applicable)		
8 ISSUED BY CODE	7 ADMINISTERED BY (If other than Item 6) CODE	
Bureau of Indian Affairs Central California Agency 650 Capitol Mall, Suite 8-500 Sacramento, California 95814		
8 NAME AND ADDRESS OF CONTRACTOR (No street, county, State and ZIP Code)		(X) 9A AMENDMENT OF SOLICITATION NO
California Valley Miwok Tribe 10601 Escondido Place Stockton, California 95212  (209) 931-4567		9B DATED (SEE ITEM 11)
		10A MODIFICATION OF CONTRACT/ORDER NO. <b>CTJ51T62802</b>
		10B DATED (SEE ITEM 11)
FACILITY CODE		<b>01/01/02</b>

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers      is extended.      is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 15, and returning      copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**017 J51628 07/08 T9370 2521 \$46,950.00 (Contract Support)**

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM**

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14 PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
<b>X</b>	D OTHER (Specify type of modification and authority) <b>SECTION 1 - Model Agreement, Attachments 1 and 2</b>

E. IMPORTANT: Contractor      is not X is required to sign this document and return      copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

**Modification No. Twenty-Five (25) to Contract No. CTJ51T62802 (FY 07 Aid to Tribal Government Program, Mature Status) is issued to make the following change(s):**

1. **\$46,950.00** is added to this contract for Contract Support Costs:

"The final distribution of FY 2007 CSC funds and the CSC Award is represented as follows:

- The amount of **\$35,584.00** is provided which represents the tribes negotiated lump sum indirect cost for FY 2007 and is based on the negotiated need.
- The amount of **\$11,366.00** is provided for Direct Contract Support Cost (DCSC) which represents the FY 2007 tribes pro-rata share based on program salaries. This Contract Support Cost is provided in accordance with the management letter dated July 24, 2007 and the CSC Policy of May 2006".

2. The contract total for FY 07 is **\$240,896.00**.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force, and effect

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Silvia Burley-Chaperson</b>	10A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Janice Whipple-DePina, Awarding Official</b> BIA-2005-L1-000024
15B. CONTRACTOR/OFFEROR BY <b>Silvia Burley-Chaperson</b>	16B. UNITED STATES OF AMERICA BY <b>Janice Whipple-DePina</b>
15C. DATE SIGNED <b>9-21-07</b>	16C. DATE SIGNED <b>9/21/07</b>

Cayuga Nation v. Tanner, 824 F.3d 321 (2016)

KeyCite Yellow Flag - Negative Treatment  
Declined to Extend by *Cayuga Nation v. Campbell*, N.Y., October 29, 2019

824 F.3d 321  
United States Court of Appeals, Second Circuit.

CAYUGA NATION, John Does, 1–20,  
Plaintiffs–Appellants,

v.

Howard TANNER, Village of Union Springs Code Enforcement Officer, in his Official Capacity, Edward Trufant, Village of Union Springs Mayor, in his Official Capacity, Chad Hayden, Village of Union Springs Attorney, in his Official Capacity, Board of Trustees of the **Village of Union Springs, New York**, and **Village of Union Springs, New York**,  
Defendants–Appellees.

Docket No. 15–1667–cv; 15–1937–cv

August Term, 2015

Argued: January 28, 2016

Decided: June 2, 2016

**Synopsis**

**Background:** Indian tribe, and individual officers, employees, and representatives of tribe brought action against village, village board, and individual village officials, seeking declaratory and injunctive relief, and alleging that the Indian Gaming Regulatory Act (IGRA) preempted village’s efforts to enforce a local anti-gambling ordinance against a gaming facility located on land owned by tribe. Village moved to dismiss for lack of subject matter jurisdiction. The United States District Court for the Northern District of New York, **David N. Hurd, J.**, granted motion. Tribe and representatives appealed.

**Holdings:** The Court of Appeals, **Gerard E. Lynch**, Circuit Judge, held that:

<sup>[1]</sup> decision of Bureau of Indian Affairs (BIA) recognizing

individual as tribe’s federal representative on an interim basis was sufficient to provide individual authority to initiate lawsuit on behalf of tribe, and

<sup>[2]</sup> individual officers of tribe had standing to challenge application of a village anti-gambling ordinance.

Vacated and remanded.

West Headnotes (12)

**[1] Federal Courts – Jurisdiction**

The Court of Appeals reviews the district court’s dismissal of a complaint for lack of subject matter jurisdiction de novo, accepting as true the allegations in the complaint and drawing all reasonable inferences in favor of the plaintiff. Fed. R. Civ. P. 12(b)(1).

9 Cases that cite this headnote

**[2] Indians – Federal courts**

Federal courts lack authority to resolve internal disputes about tribal law.

8 Cases that cite this headnote

**[3] Indians – Government of Indian Country, Reservations, and Tribes in General**

It is a bedrock principle of federal Indian law that every tribe is capable of managing its own affairs and governing itself.

2 Cases that cite this headnote

10

Cayuga Nation v. Tanner, 824 F.3d 321 (2016)

- [4] **Indians** → Authority in general
- Indians** → Duties and liabilities
- Indians** → Government of Indian Country, Reservations, and Tribes in General

The Bureau of Indian Affairs (BIA) has the authority to make recognition decisions regarding tribal leadership, but only when the situation has deteriorated to the point that recognition of some government was essential for Federal purposes; thus, the BIA has both the authority and responsibility to interpret tribal law when necessary to carry out the government-to-government relationship with the tribe.

10 Cases that cite this headnote

- [5] **Indians** → Authority in general
- Indians** → Government of Indian Country, Reservations, and Tribes in General

Internal dysfunction or paralysis within tribal governance standing alone does not permit the Bureau of Indian Affairs (BIA) to decide who constitutes the legitimate leadership of a tribe.

5 Cases that cite this headnote

- [6] **Indians** → Standing

A recognition decision from the Bureau of Indian Affairs (BIA) is sufficient for the Court of Appeals to find that the recognized individual has the authority to initiate a lawsuit on behalf of a tribe.

6 Cases that cite this headnote

- [7] **Indians** → Standing

Decision of Bureau of Indian Affairs (BIA) recognizing individual as tribe's federal representative on an interim basis for purposes

of administering existing Indian Self-Determination and Education Assistance (ISDA) contracts was sufficient to provide individual authority to initiate lawsuit on behalf of tribe; although decision was interim decision issued for a specific purpose, decision was the only evidence of who was recognized by the Executive Branch as tribe's governing body, there was no evidence that Executive Branch recognized any other group as tribe's governing body and decision explicitly disclaimed recognition of any other group, and there was nothing to suggest that BIA would recognize different tribal leadership in connection with other functions relevant to tribe's dealings with federal government, including its courts.

3 Cases that cite this headnote

- [8] **Indians** → Actions

Individual officers of tribe had standing to challenge application of a village anti-gambling ordinance to a tribe-owned gaming facility located on land owned by tribe, since there was a credible threat that ordinance would be enforced against them; individuals alleged that they intended to conduct bingo games, which was clearly prohibited by ordinance, and village announced its intention to enforce ordinance against tribe and group of individuals, individuals were directly involved in institution and ongoing management of gaming at facility, and were obvious targets of any criminal enforcement of ordinance, and village warned tribe that failure to comply may constitute offense punishable by fine or imprisonment or both. U.S. Const. art. 3, § 2, cl. 1.

8 Cases that cite this headnote

- [9] **Federal Civil Procedure** → In general; injury or interest
- Federal Civil Procedure** → Causation; redressability

Standing under Article III of the Constitution

Cayuga Nation v. Tanner, 824 F.3d 321 (2016)

requires that an injury be concrete, particularized, and actual or imminent; fairly traceable to the challenged action; and redressable by a favorable ruling. U.S. Const. art. 3, § 2, cl. 1.

village anti-gambling ordinance to a tribe-owned gaming facility located on land owned by tribe. U.S. Const. art. 3, § 2, cl. 1.

1 Case that cites this headnote

7 Cases that cite this headnote

[10] Constitutional Law → Criminal Law

When a plaintiff has alleged an intention to engage in a course of conduct arguably affected with a constitutional interest, but proscribed by a statute, and there exists a credible threat of prosecution thereunder, he should not be required to await and undergo a criminal prosecution as the sole means of seeking relief.

18 Cases that cite this headnote

[11] Federal Civil Procedure → In general; injury or interest

The identification of a credible threat sufficient to satisfy the imminence requirement of injury in fact for Article III standing necessarily depends on the particular circumstances at issue, and will not be found where plaintiffs do not claim that they have ever been threatened with prosecution, that a prosecution is likely, or even that a prosecution is remotely possible. U.S. Const. art. 3, § 2, cl. 1.

23 Cases that cite this headnote

[12] Indians → Actions

Injury alleged by individual officers of tribe, the threat of criminal prosecution from violating ordinance, could be redressed by a favorable decision finding that village ordinance was preempted as applied to gaming at tribe's gaming facility, as required for officers' standing to bring challenge to application of

\*323 Plaintiffs—Appellants, the Cayuga Nation, a federally recognized Indian tribe, and individual officers, employees, and representatives of the Cayuga Nation, filed this action in the United States District Court for the Northern District of New York (David N. Hurd, *Judge*) against the Village of Union Springs, the Board of Trustees of the Village, and individual Village officials, seeking declaratory and injunctive relief. Plaintiffs contend that the federal Indian Gaming Regulatory Act, 25 U.S.C. §§ 2701-2721, preempts the defendants' efforts to enforce a local anti-gambling ordinance against a gaming facility located on land owned by Cayuga Nation. The district court dismissed the complaint, holding that it lacked subject matter jurisdiction to hear the case because it could not determine, in light of an ongoing leadership dispute within Cayuga Nation, whether the lawsuit was authorized as a matter of tribal law. Following a motion for reconsideration, the district court additionally held that the individual plaintiffs lacked Article III standing to sue in their own right.

\*324 On appeal, the plaintiffs argue that the district court had jurisdiction because the Bureau of Indian Affairs had recognized Clint Halftown, who initiated this suit, as the Cayuga Nation's "federal representative," thereby relieving the court of the need to resolve questions of tribal law, and because the individual plaintiffs had standing to challenge the anti-gaming ordinance. We agree and therefore VACATE the district court's order dismissing the complaint and REMAND for further proceedings consistent with this opinion.

Attorneys and Law Firms

David W. DeBruin (Joshua M. Segal and Matthew E. Price, on the brief), Jenner & Block LLP, Washington, D.C., for Plaintiffs—Appellants.

Cornelius D. Murray, O'Connell and Aronowitz, P.C., Albany, N.Y., for Defendants—Appellees.

Before: Calabresi, Lynch, and Lohier, Circuit Judges.

Opinion

Cayuga Nation v. Tanner, 824 F.3d 321 (2016)

Gerard E. Lynch, Circuit Judge:

Plaintiffs-appellants—the Cayuga Nation (“the Nation”), a federally recognized Indian tribe, and individual officers, employees, and representatives of the Nation—filed an action in 2014 in the United States District Court for the Northern District of New York (David N. Hurd, *Judge*) against the Village of Union Springs, the Board of Trustees of the Village, and individual Village officials (collectively “the Village”), seeking declaratory and injunctive relief. Plaintiffs contend that the federal Indian Gaming Regulatory Act (“IGRA”), 25 U.S.C. §§ 2701-2721, preempts the application of a local anti-gambling ordinance to a Nation-owned gaming facility, Lakeside Entertainment (“Lakeside”), located on land owned by the tribe.

The Village moved to dismiss the complaint, arguing that the district court lacked subject matter jurisdiction to determine whether the plaintiffs had authority under tribal law to sue on behalf of the Nation, and that the suit was barred by *res judicata*. The district court dismissed the complaint for lack of subject matter jurisdiction, and, following a motion for reconsideration, also concluded that the individual plaintiffs lacked standing as they had not sufficiently alleged an injury-in-fact.<sup>1</sup> On appeal, the Nation argues that this decision was in error because the Bureau of Indian Affairs (“BIA”) had previously recognized Clint Halftown, who initiated this suit, as the Nation’s federal representative, and federal courts may defer to that determination without resolving questions of tribal law. The Nation further argues that the individual plaintiffs adequately alleged a credible threat of prosecution and need not make any further showing of imminent injury to bring a preenforcement challenge to a criminal statute.

We conclude that the district court had subject matter jurisdiction, as it was not required to resolve questions of tribal law to hear the lawsuit, and that the individual plaintiffs have standing to sue. We therefore VACATE the district court’s order dismissing the complaint and REMAND for further proceedings consistent with this opinion.

## BACKGROUND

In 2003, the Nation adopted a Class II gaming ordinance pursuant to IGRA, which was then approved by the National Indian Gaming Commission (“NIGC”), and formed a Class II Gaming Commission (“the

Commission”).<sup>2</sup> Thereafter, the Nation \*325 opened Lakeside on land it claimed was within the limits of its reservation. The Village objected on the ground that the construction of Lakeside violated local land use and zoning laws. The Nation sued, seeking a declaratory judgment stating that the property on which Lakeside is located is within Indian Country within the meaning of 18 U.S.C. § 1151(a), that the Nation has jurisdiction over that property, and that the Village’s zoning and land use laws are preempted as applied to Lakeside. That lawsuit was dismissed following the Supreme Court’s decision in *City of Sherrill v. Oneida Indian Nation of N.Y.*, 544 U.S. 197, 125 S.Ct. 1478, 161 L.Ed.2d 386 (2005), leading to the closure of Lakeside in 2005.<sup>3</sup>

In 2013, members of the Nation, led by Clint Halftown, decided to reopen Lakeside.<sup>4</sup> Halftown reconstituted the Commission with himself as chairman, and two of his supporters—Tim Twoguns and Gary Wheeler—as members. The Nation resumed contact with the NIGC through the Commission.

Lakeside reopened on July 3, 2013. On that same day, defendant Howard Tanner, the Code Enforcement Officer for the Village, visited the facility and expressed concern about whether the Nation’s conduct of Class II gaming activities was permissible under local law and further stated that the Nation would need a Certificate of Occupancy for the facility. Five days later, the Village’s Board of Trustees determined at an executive meeting that it would enforce a 1958 anti-gambling ordinance (“the Ordinance”) against the Nation. The Ordinance makes the “unauthorized conduct of a bingo game ... punishable as a misdemeanor.” J.A. 290. The following day, the Nation was served with an Order to Remedy Violations that cited the Nation for operating bingo without a license in violation of the Ordinance, and for zoning violations. The Order warned that “[f]ailure to remedy the [violations] ... and to comply with the applicable provisions of law may constitute an offense punishable by fine or imprisonment or both.” J.A. 25. In response, Lakeside’s manager submitted a completed application for a Certificate of Occupancy. Tanner requested additional information from the Nation, which was provided in December 2013.

In the same month, defendant Chad Hayden, the Village Attorney, was quoted in a newspaper article as saying that the Village would move to shut down Lakeside. Shortly thereafter, the Nation was served with two additional Orders to Remedy Violations citing the Ordinance and local zoning rules, as well as state regulations.

The Nation then informed the Village that it would seek a temporary restraining order, as well as preliminary and

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injunctive relief. The Village and the Nation subsequently agreed to a “Standstill Agreement” which provided that the Village would take no action against Lakeside \*326 without notice and the Nation would not change the nature of the gaming offered there. During this “Standstill” period, the Village maintained the illegality of the Lakeside operation and the viability of enforcement against Halftown. Hayden informed the Nation by letter that “Mr. Halftown’s group [was] in violation of the [Ordinance]” and that Tanner “has served violation notices on Mr. Halftown’s group and will be proceeding in court to compel compliance.” J.A. 674.

Ten months after the parties entered into the Standstill Agreement, the Village advised the Nation that it intended to bring an enforcement action under the Ordinance. Pursuant to the authorization of Halftown, Twoguns, and Wheeler, the Nation filed the instant action and motion for a preliminary injunction the following day.

The Village moved to dismiss the complaint, arguing that the district court lacked subject matter jurisdiction and that the suit was barred by *res judicata*. The district court granted that motion on the ground that it lacked subject matter jurisdiction because determining whether the lawsuit was properly authorized by the Nation would require resolution of questions of tribal law.

The district court’s concern arises from a long-standing leadership dispute within the Nation. The Nation is governed by a Council. In 2003, pursuant to a letter signed by all of the members of the Council, the BIA recognized Halftown as the Nation’s representative for government-to-government purposes. Beginning shortly thereafter, and continuing to the present, there have been attempts to oust Halftown from his position as federal representative.

As of 2006, the Council consisted of six members divided into two groups. The first, which supports Halftown as the federal representative (“the Halftown group”), includes Halftown, Twoguns, and Wheeler. The second, called the “Unity Council,” which believes that Halftown was removed from the Council and his position as federal representative under tribal law, includes the three remaining Council members. In 2009, the Interior Board of Indian Appeals (“IBIA”) affirmed a BIA decision rejecting a demand that it withdraw its recognition of Halftown on the grounds that he had been removed from his position as a matter of tribal law and had misused federal and tribal funds. *George*, 49 IBIA 164 (2009).

In 2011, following a request by the Unity Council that the BIA recognize new federal representatives, the Eastern

Regional Director of the BIA issued a decision regarding the composition of the Council. Based on representations that Halftown had been removed from his position as Council member and federal representative, the Regional Director recognized a new Council. The Halftown group appealed that decision to the IBIA. In January 2014, the IBIA reversed the Regional Director’s determination because it impermissibly intruded into internal tribal affairs. The IBIA took no position in the ongoing leadership dispute and clarified that the BIA may make a recognition decision *only* when such recognition is necessary for a federal purpose.

In February 2015, the Eastern Regional Director of the BIA issued a decision recognizing the 2006 Council, with Halftown as federal representative, for the purposes of administering Indian Self-Determination and Education Assistance (“ISDA”) contracts. The BIA stated that, under the circumstances,

it will on an interim basis recognize the Nation 2006 Council as the last undisputed leadership of the Nation, with Clint Halftown as the Nation’s representative for purposes of administering existing ISDA contracts. As explained below, \*327 this *interim* recognition decision is intended to provide the Nation with additional time to resolve this dispute without BIA interference.

J.A. 741 (emphasis in original). In explaining its decision, the BIA stated that it had the option of either making a recognition decision based on its understanding of the Nation’s law, or extending interim recognition to the Nation’s last undisputed leadership. The BIA chose to recognize on an interim basis the last undisputed tribal leadership—the 2006 Council, with Halftown as federal representative—because rendering a new recognition decision would impermissibly intervene in the ongoing leadership dispute. The BIA also noted that circumstances had changed since the issuance of the vacated 2011 decision removing Halftown from his position as federal representative, and that serious questions of legitimacy precluded recognition of either the Halftown group or the Unity Council.

In determining that it could not establish whether this lawsuit was properly authorized by the Nation, the district court observed that the Nation’s law generally required consensus and that three members of the Council supported the lawsuit and three members opposed it. The district court further found that the 2015 BIA decision was insufficient to establish that Halftown was authorized to initiate the lawsuit as “[t]here is nothing in the language of the BIA decision that provides Halftown with the unilateral authority to initiate lawsuits.” S.A. 9. On reconsideration, the district court determined that the individual plaintiffs—three of whom were named in the

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complaint as John Does, but who were identified in a proposed amended complaint prior to the district court's decision as Halftown, Twoguns, and Wheeler—lacked standing as individuals because there had been no specific threat to enforce the ordinance against any person rather than the Nation generally. This appeal followed.

## DISCUSSION

<sup>11</sup>We review the district court's dismissal of the complaint under Fed. R. Civ. P. 12(b)(1) de novo, accepting as true the allegations in the complaint and drawing all reasonable inferences in favor of the plaintiff. *Town of Babylon v. Fed. Hous. Fin. Agency*, 699 F.3d 221, 227 (2d Cir. 2012). We consider first whether the district court lacked jurisdiction to hear the Nation's claim before considering the standing of the individual plaintiffs.

### I. The Nation

The parties characterize their dispute as concerning whether Halftown had "standing" to initiate this lawsuit on behalf of the Nation. We note at the outset, however, that this issue is not a question of "standing" in the Article III sense, as there is no doubt that the Nation, which is the principal named plaintiff in this action, has standing to bring the claim asserted in the complaint. Rather, the dispute between the parties concerns whether Halftown is authorized by tribal law to initiate this lawsuit on behalf of the Nation. Though not a question of constitutional standing, that issue nonetheless implicates the subject matter jurisdiction of this Court.

<sup>12</sup> <sup>13</sup> <sup>14</sup> <sup>15</sup>Several principles of law guide our analysis. First, and most significantly, federal courts lack authority to resolve internal disputes about tribal law. See *Shenandoah v. U.S. Dep't of Interior*, 159 F.3d 708, 712 (2d Cir. 1998); *Runs After v. United States*, 766 F.2d 347, 352 (8th Cir. 1985). It is "a bedrock principle of federal Indian law that every tribe is capable of managing its own affairs and governing itself." *Cal. Valley Miwok Tribe v. United States*, 515 F.3d 1262, 1263 (D.C. Cir. 2008) \*328 (internal quotation marks omitted). Second, the BIA has the authority to make recognition decisions regarding tribal leadership, but "only when the situation [has] deteriorated to the point that recognition of some government was essential for Federal purposes." *Wadena*, 30 IBIA 130, 145 (1996) (emphasis added). Thus, the

BIA "has both the authority and responsibility to interpret tribal law when necessary to carry out the government-to-government relationship with the tribe." *United Keetoowah Band of Cherokee Indians*, 22 IBIA 75, 80 (1992). Internal dysfunction or paralysis within tribal governance standing alone, however, does not permit the BIA to decide who constitutes the legitimate leadership of a tribe. Cf. *Goodface v. Grassrope*, 708 F.2d 335, 338–39 (8th Cir. 1983); *Alturas Indian Rancheria*, 54 IBIA 138, 143–44 (2011).

The foregoing principles compel the conclusion that we lack jurisdiction to resolve the question of whether this lawsuit was properly authorized as a matter of tribal law. But we do not need to address that question in order to establish the jurisdiction of the court. To conclude that the case may go forward only if those who filed it were authorized to do so under tribal law either would require the court to answer disputed questions of tribal law—the very thing that federal courts are forbidden to do—or else would prevent the tribe from suing at all, thus rendering the tribe helpless to defend its rights in court. The Village's position would mean that whenever any faction within a tribe asserted a claim to leadership under tribal law that is inconsistent with the claim of authority made by those who filed the lawsuit, the resulting internal division would raise a question of tribal law that the district court would need to resolve to hear the suit, but that the court lacked jurisdiction to answer. That result would be convenient for litigants engaged in disputes with the tribe, but disastrous for the tribe's rights. We therefore hold that where the authority of the individual initiating litigation on behalf of a tribe has been called into dispute, the only question we must address is whether there is a sufficient basis in the record to conclude, without resolving disputes about tribal law, that the individual may bring a lawsuit on behalf of the tribe.

<sup>16</sup>As both parties acknowledge, deference to the Executive Branch is appropriate in addressing this question. The BIA has special expertise in dealing with Indian affairs, and we have previously indicated that the BIA's decision to recognize a tribal government can determine a plaintiff's claims. See, e.g., *Shenandoah*, 159 F.3d at 712–13 (noting that the "BIA's determination that [an individual] does not represent the Nation may well moot plaintiffs' claims"); see also *Timbisha Shoshone Tribe v. Salazar*, 678 F.3d 935, 938–39 (D.C. Cir. 2012) (dismissing lawsuit brought by one group on behalf of the tribe after the Executive Branch recognized a different group as the tribe's governing body). Furthermore, as the Supreme Court has acknowledged in the analogous context of foreign relations, recognition of foreign nations "is a topic on which [the United States] must speak with

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one voice,” and that voice must emanate from the Executive. *Zivotofsky ex rel. Zivotofsky v. Kerry*, — U.S. —, 135 S.Ct. 2076, 2086, 192 L.Ed.2d 83 (2015) (internal quotation marks and alteration omitted). Based on those principles, we hold that a recognition decision from the BIA is sufficient for us to find that the recognized individual has the authority to initiate a lawsuit on behalf of a tribe.

<sup>17</sup>The Village does not dispute that an unambiguous decision from the BIA acknowledging Halftown as the federal representative, with the authority to initiate \*329 lawsuits, would be sufficient to establish his authority to bring the instant lawsuit on behalf of the Nation. The Village argues, however, that the February 2015 BIA decision—which recognized Halftown as the Nation’s federal representative “on an interim basis ... for purposes of administering existing ISDA contracts,” J.A. 741, and did not address the authority of the federal representative with respect to the initiation of litigation—does not have the same effect. We conclude that it does.

The BIA decision, though couched in limiting language, is the only evidence in the record before us of who is recognized by the Executive Branch as the Nation’s governing body. That decision recognizes the 2006 Council, with Halftown as the federal representative, as the government of the Nation. There is no evidence that the Executive Branch has recognized the Unity Council, or any other group, as the Nation’s governing body and, in fact, the 2015 BIA decision explicitly disclaims recognition of any other group.

Moreover, there is nothing in the BIA’s *reasoning* in the 2015 decision that confines itself to the ISDA contracts at issue, or that suggests that the BIA would recognize different tribal leadership in connection with other functions relevant to the Nation’s dealings with the federal government, including its courts. In deciding to recognize Halftown as the federal representative, the BIA explained that changes to intra-tribe dynamics “render it inappropriate for the BIA to take steps that could intrude in the Nation’s ongoing governmental dispute.” J.A. 745. But, because it was necessary for a federal purpose for the United States government to recognize a tribal government to administer ongoing contracts, the BIA recognized, on an interim basis, the last undisputed leadership of the Nation—the 2006 Council, with Halftown as federal representative—as the body with whom it would deal. The reasoning that led the BIA to recognize the 2006 Council would apply with equal force to any situation in which there was a need to recognize one person or group as authorized to act on behalf of the tribe. The authority of the Nation to bring a lawsuit in

federal court is one such situation.<sup>5</sup>

Any finding that the 2015 BIA decision is not sufficient to permit Halftown to initiate litigation on behalf of the Nation would have serious practical implications for the ability of a tribe to initiate or defend litigation in federal court. The BIA, of course, regularly recognizes a tribe’s undisputed leadership without limitations through its course of dealing with the tribe. When there is a conflict over tribal leadership, however, the BIA is precluded from issuing a recognition decision *except* where a federal purpose requires recognition. For that reason, such decisions will typically carry some kind of limiting language. *See, e.g., Acting Governor Leslie Wandrie-Harjo*, 53 IBIA 121, 123 (2011) (discussing BIA decision recognizing an official “for purposes of the ISDA contract modifications and related drawdown requests”); *Timbisha*, 678 F.3d at 937 (citing BIA decision that recognized one faction “for the limited purpose of conducting government-to-government relations necessary for holding a special election”). To require tribes to cite a BIA \*330 decision recognizing a tribal government for all purposes, or for the specific purpose of initiating litigation in order to establish the authority of particular individuals to initiate litigation on behalf of the tribe could in many situations prevent tribes from vindicating their rights in federal court. Like the BIA, which must determine whom to recognize as a counterparty to administer ongoing contracts on behalf of the Nation, the courts must recognize someone to act on behalf of the Nation to institute, defend, or conduct litigation. Lacking jurisdiction to resolve the question of governmental authority under tribal law, and lacking the authority under federal law (not to mention the resources and expertise of the BIA) to question the decision of the Executive about whom the federal government should recognize as speaking for the Nation, the only practical and legal option is for the courts to consider the available evidence of the present position of the Executive and then defer to that position.

The Village contends that deference to the BIA’s decision is inappropriate because “[t]he scope of the powers of the federal representative is a question of Nation law” that we lack jurisdiction to consider. J.A. 741 n.1. It is thus possible that Halftown, even if he is accepted as the federal representative, lacks the authority to initiate this lawsuit as a matter of tribal law. We cannot conclude, however, that the possibility that Halftown’s actions run contrary to tribal law requires dismissal of this lawsuit. Such a conclusion would again lead to an untenable result: tribes could be thrown out of federal court by the mere suggestion that the individual or group of individuals initiating litigation on behalf of the tribe had

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overstepped their tribal authority. Moreover, as the BIA has previously suggested, the proper remedy for the misuse of tribal authority is recourse to tribal law or, where applicable, federal laws governing the conduct of the tribal officer. *George*, 49 IBIA at 165-66. It is not for the courts either to decide whether Halftown has exceeded his authority under tribal law, or effectively to deny his authority by the very act of refusing to decide.

The BIA's decision in this case, though an interim decision issued for a specific purpose, is the only evidence in the record before us of who is recognized by the Executive Branch as the governing body of the Nation—the 2006 Council, with Halftown as the federal representative. We hold that we are entitled to defer to the BIA's recognition of an individual as authorized to act on behalf of the Nation, notwithstanding the limited issue that occasioned that recognition. We thus may, and do, conclude that Halftown may initiate litigation on behalf of the Nation in the instant matter, without resolving any questions of tribal law.

## II. Individual Plaintiffs

<sup>[8]</sup>The district court ruled that the individual plaintiffs—twenty John Doe members of the Nation, three of whom have been identified as Halftown, Twoguns, and Wheeler—lack standing to bring a lawsuit in their own right. The plaintiffs argue that the district court's ruling was erroneous, contending that the individual plaintiffs have standing because there was a credible threat that the Ordinance would be enforced against them. At least with respect to Halftown, Twoguns, and Wheeler, we agree.<sup>6</sup>

\*331 <sup>[9]</sup> <sup>[10]</sup> <sup>[11]</sup>“Standing under Article III of the Constitution requires that an injury be concrete, particularized, and actual or imminent; fairly traceable to the challenged action; and redressable by a favorable ruling.” *Monsanto Co. v. Geertson Seed Farms*, 561 U.S. 139, 149, 130 S.Ct. 2743, 177 L.Ed.2d 461 (2010). Preenforcement challenges to criminal statutes—such as the Ordinance—are cognizable under Article III. When a plaintiff “has alleged an intention to engage in a course of conduct arguably affected with a constitutional interest, but proscribed by a statute, and there exists a credible threat of prosecution thereunder, he should not be required to await and undergo a criminal prosecution as the sole means of seeking relief.” *Babbitt v. United Farm Workers Nat'l Union*, 442 U.S. 289, 298, 99 S.Ct. 2301, 60 L.Ed.2d 895 (1979) (internal quotation marks omitted). “Put differently, the Court held that a plaintiff has standing to make a preenforcement challenge ‘when fear

of criminal prosecution under an allegedly unconstitutional statute is not imaginary or wholly speculative.’ ” *Hedges v. Obama*, 724 F.3d 170, 196 (2d Cir. 2013), quoting *Babbitt*, 442 U.S. at 302, 99 S.Ct. 2301. “The identification of a credible threat sufficient to satisfy the imminence requirement of injury in fact necessarily depends on the particular circumstances at issue,” and will not be found where “plaintiffs do not claim that they have ever been threatened with prosecution, that a prosecution is likely, or even that a prosecution is remotely possible.” *Knife Rights, Inc. v. Vance*, 802 F.3d 377, 384 (2d Cir. 2015) (internal quotation marks omitted). The standard established in *Babbitt* “sets a low threshold and is quite forgiving to plaintiffs seeking such preenforcement review,” as courts are generally “willing to presume that the government will enforce the law as long as the relevant statute is recent and not moribund.” *Hedges*, 724 F.3d at 197 (internal quotation marks omitted).

Under that framework, the identified individual plaintiffs here have adequately alleged that they face a credible threat of prosecution. Those plaintiffs have alleged that they intend to conduct bingo games, which is clearly prohibited by the Ordinance, and the Village has announced its intention to enforce the Ordinance against the Nation and “Mr. Halftown’s group.” J.A. 674.<sup>7</sup> Halftown, Twoguns, and Wheeler are directly involved in the institution and ongoing management of gaming at Lakeside in their roles on the Commission, and are obvious targets of any criminal enforcement of the Ordinance. Moreover, the Village has warned the Nation that “[f]ailure ... to comply with the applicable provisions of law may constitute an offense punishable by fine or imprisonment or both.” J.A. 25. Since “imprisonment” is a remedy available only against individuals, and since Halftown, Twoguns, and Wheeler are the members of the Nation most directly involved in opening and operating Lakeside, the individual plaintiffs have plausibly alleged that they have been directly threatened with prosecution. Where, as here, there is reason to believe that the plaintiffs will be targets of criminal prosecution, and there has been no disavowal of \*332 an intention to prosecute those individuals,<sup>8</sup> the plaintiffs have adequately alleged a credible threat of prosecution. See *Knife Rights*, 802 F.3d at 386–87.<sup>9</sup>

<sup>[12]</sup>The Village additionally argues that the plaintiffs lack standing because the relief requested is not likely to redress their alleged injuries, as there is no private right of action under IGRA. That argument confuses the *merits* of the plaintiffs’ claim with the standing inquiry. The injury alleged by the plaintiffs—threat of criminal prosecution—could be redressed by a favorable decision

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finding that the Ordinance is preempted as applied to gaming at Lakeside. It may well be the case that individual members of the Nation do not have a cause of action under IGRA; however, whether a private cause of action exists goes to the merits of the claim and is properly addressed via a Fed. R. Civ. P. 12(b)(6) motion rather than as a component of the standing inquiry. *See, e.g., Republic of Iraq v. ABB AG*, 768 F.3d 145, 171 (2d Cir. 2014) (affirming district court’s dismissal of a complaint under Rule 12(b)(6) because the Foreign Corrupt Practices Act does not provide a private right of action); *Lopez v. Jet Blue Airways*, 662 F.3d 593, 597–98 (2d Cir. 2011) (affirming district court’s dismissal of a complaint under Rule 12(b)(6) because the Air Carrier Access Act does not provide a private right of action).

The Village further argues that the plaintiffs have failed to show redressability because the Nation may decide to cease its gaming activities. That argument also fails. Although the Nation’s decision to stop its gaming activities could moot the plaintiffs’ claims, a favorable decision may redress the injury alleged in the complaint by preventing the Village from enforcing the Ordinance against the plaintiffs, which is all that is required to establish Article III standing. We do not believe that the standing of the individual plaintiffs—who will suffer an

injury distinct from any felt by the Nation should the Ordinance be enforced \*333 against them—should turn on the hypothetical possibility that the Nation will voluntarily cease its current activities.

Accordingly, we conclude that the identified individual plaintiffs have standing in their own right to raise whatever claims they have against enforcement of the Ordinance.<sup>10</sup>

## CONCLUSION

For the foregoing reasons, the judgment of the district court dismissing the complaint is VACATED and the case is REMANDED for further proceedings consistent with this opinion.

## All Citations

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## Footnotes

- <sup>1</sup> The district court did not reach the Village’s *res judicata* argument.
- <sup>2</sup> Class I gaming consists of social games played for no significant financial stakes or traditional forms of Indian gaming. 25 U.S.C. § 2703(6). Class II gaming includes “the game of chance commonly known as bingo,” and certain card games. *Id.* § 2703(7)(A)(i). Class III is a residual category consisting of non-Class I or II games, including casino-style games and slot machines. *Id.* § 2703(8). Different classes of gaming are subject to different regulation and oversight.
- <sup>3</sup> *City of Sherrill* addressed the manner in which tribes could establish sovereignty over property that was acquired through open-market purchases. 544 U.S. at 198, 125 S.Ct. 1478. Though potentially relevant to the merits of the instant action, *City of Sherrill* has no bearing on the issues of subject matter jurisdiction or standing, which are the only issues addressed in this opinion.
- <sup>4</sup> As will be discussed further below, Halftown and his supporters claim to act on behalf of the governing Council of the Nation; other members of the Nation dispute that claim. By referring to the Halftown group here as “members of the Nation” rather than as “the Council,” we intend neither to endorse nor disparage their claim to authority under tribal law, on which we take no position.
- <sup>5</sup> In a situation in which the BIA has no indication of which tribal leadership it might recognize, the Eighth Circuit has sent the question back to the BIA, “ordering the BIA to recognize one governing body.” *Goodface*, 708 F.2d at 339. Where, as here, however, the BIA has issued an interim decision and there is no reason to believe that the BIA would render a different

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recognition decision if confronted with the precise issue at hand, such remand is unnecessary.

6 Our determination that the three identified individual plaintiffs have standing resolves any jurisdictional questions. We leave it to the district court to address, if and when the record develops, whether the seventeen unidentified John Doe plaintiffs—who are alleged to be “unknown officers, employees, and/or representatives of the Nation who are at risk of criminal or civil penalties for conduct relating to the operation of [Lakeside],” J.A. 810, and who are included in the notice of appeal—similarly face a credible threat of enforcement.

7 During the Standstill period, Hayden sent the Nation a letter stating that “*Mr. Halftown’s group* is in violation of the [Ordinance]” and that Tanner “has served violation notices on *Mr. Halftown’s group* and will be proceeding in court to compel compliance.” J.A. 674 (emphasis added).

8 Far from disavowing any intention to prosecute individuals, the Village maintains, even in its appellate brief, that “[a]lthough the Village cannot seek relief against the Nation, tribal officials ... can be prosecuted for criminal and civil violations of the Village’s laws and ordinances,” and thus the Village “would not be barred from bringing suit against tribal officials and other individuals who are responsible for the illegal activity on the Nation’s property.” Appellee Br. 51.

9 In finding that the individual plaintiffs lacked standing, the district court relied primarily on a district court case, *Jones v. Schneiderman*, which declined to apply the “credible threat of prosecution” standard to a Fifth Amendment preenforcement challenge on the ground that it applied only to First Amendment preenforcement challenges. 101 F.Supp.3d 283, 289 n. 4 (S.D.N.Y. 2015). Thus, the court required the plaintiff to show that the threat of prosecution “must target the plaintiff’s planned conduct with some degree of specificity” in order to meet the higher “certainly impending” or “substantial risk” standards for alleging imminent injury. *Id.* at 289–91. However, in *Knife Rights*, which was decided by this Court after *Jones*, we applied the “credible threat of prosecution” standard to a Fifth Amendment challenge to a criminal statute and held that an individual plaintiff could establish standing even where there was no express threat of prosecution specifically directed at the plaintiff. *Knife Rights*, 802 F.3d at 384 n. 4, 386–87.

Thus, even outside the First Amendment context, the plaintiffs need not allege that the threat of prosecution is directed specifically at them as individuals. But even if we were to impose such a requirement, the allegations in the complaint are sufficient to meet that higher standard. The Village has not declared its intention of enforcing the Ordinance generally, but rather its intention of enforcing it against *the Nation*. As noted in the text above, Halftown, Twoguns, and Wheeler, who are the sole members of the commission responsible for authorizing and managing gaming at Lakeside, are the inevitable targets of any criminal enforcement of the Ordinance.

10 Having concluded that the district court erred in dismissing this action for lack of jurisdiction to address issues of tribal law and for lack of standing on the part of the individual plaintiffs, we decline to address in the first instance the merits of the Village’s motion for dismissal on *res judicata* grounds or the plaintiffs’ motion for a preliminary injunction, which were not addressed by the district court. See *Thompson v. Cty. of Franklin*, 15 F.3d 245, 253–54 (2d Cir. 1994). We note that the district court did enter a stay pending appeal but did not consider whether the plaintiffs were likely to succeed in the underlying action, only whether they were likely to succeed on appeal.

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**EXHIBIT “2”**

### California Valley Miwok Tribe: Letter of Clarification

From: Manuel Corrales (mannycorrales@yahoo.com)  
 To: stephanie.cloud@bia.gov  
 Bcc: terry@terrysingleton.com; rosspeabody@outlook.com  
 Date: Wednesday, August 2, 2023 at 11:36 AM PDT

Stephanie Cloud  
 U.S. DEPARTMENT OF INTERIOR--INDIAN AFFAIRS  
 1849 C Street N.W., MS-6554  
 Washington, D.C., 20240

Dear Stephanie:

I tried reaching you several times for the past couple of weeks to get a status on responding to the letter I sent to the Assistant Secretary of Interior, etc., on June 24, 2023. When I spoke with Rene at your office, she confirmed that you had my letter and that you are the designated person handling correspondence for the Assistant Secretary of Interior--Indian Affairs, and that you had my letter. I am attaching another copy.

Please let me know when I might receive a response to my letter. All I need is a short statement to the effect stating that on December 13, 2007, when Silvia Burley signed the Fee Agreement with Manuel Corrales, Jr., she was the designated "person of authority" within the California Valley Miwok Tribe, and she therefore had the authority to sign the Fee Agreement for the Tribe.

That's all I need. Can you write me a letter that states that? It would be greatly appreciated.

Thank you.

Manuel Corrales, Jr., Esq.  
 Attorney at Law  
 17140 Bernardo Center Drive, Suite 358  
 San Diego, California 92128  
 Tel: (858) 521-0634  
 Fax: (858) 521-0633  
 mannycorrales@yahoo.com



LetterInteriorClarificationFeeAgreementMiwok24June23.pdf  
 3.7MB

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**EXHIBIT “3”**

# Letter of Clarification: Fee Agreement with California Valley Miwok Tribe

From: Manuel Corrales (mannycorrales@yahoo.com)  
To: amy.dutschke@bia.gov  
Bcc: terry@terrysingleton.com; rosspeabody@outlook.com  
Date: Tuesday, August 8, 2023 at 11:02 AM PDT

Amy Dutschke  
Pacific Regional Director  
Bureau of Indian Affairs  
Pacific regional Office  
2800 Cottage Way  
Sacramento, CA 95825

Dear Ms. Dutschke:

This confirms our telephone conversation on August 8, 2023. I was told that you were the person who could provide me with a letter of clarification concerning the attached letter I had sent to Interior on June 24, 2023. You requested that I send you the June 24, 2023, letter I had sent to Interior for your review.

All I need is a short statement to the effect stating that on December 13, 2007, when Silvia Burley signed the Fee Agreement with Manuel Corrales, Jr., she was the designated "person of authority" within the California Valley Miwok Tribe, and she therefore had the authority to sign the Fee Agreement for the Tribe.

That's all I need.

The attached letter to Interior dated June 24, 2023, contains various correspondence from Interior and the BIA that shows Ms. Burley was a "person of authority" for the Tribe when she signed my Fee Agreement.

Thank you for your assistance.

Manuel Corrales, Jr., Esq.  
Attorney at Law  
17140 Bernardo Center Drive, Suite 358  
San Diego, California 92128  
Tel: (858) 521-0634  
Fax: (858) 521-0633  
mannycorrales@yahoo.com

 LetterInteriorClarificationFeeAgreementMiwok24June23.pdf  
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**EXHIBIT “4”**



## United States Department of the Interior

BUREAU OF INDIAN AFFAIRS  
Pacific Regional Office  
2800 Cottage Way, Room W-2820  
Sacramento, CA 95825

IN REPLY REFER TO:

Manuel Corrales, Jr.  
17140 Bernardo Center Drive, Suite 358  
San Diego, CA 92128

Dear Mr. Corrales,

We are in receipt of your letter dated June 24, 2023, asking the Department of the Interior to draft a letter in support of your assertion that you are entitled to attorney's fees for your work related to the California Valley Miwok Tribe. The Department declines your request.

Sincerely,

AMY

DUTSCHKE

Regional Director

Digitally signed by  
AMY DUTSCHKE  
Date: 2023.09.27  
14:08:14 -07'00'

CC: Email to [mannycorrales@yahoo.com](mailto:mannycorrales@yahoo.com)

4

**EXHIBIT “5”**

**Re: Letter of Clarification: Fee Agreement with California Valley Miwok Tribe**

From: Manuel Corrales (mannycorrales@yahoo.com)

To: amy.dutschke@bia.gov

Cc: cariannesteinman@outlook.com; hcskanchy@hotmail.com; milanaavanesov45@gmail.com

Bcc: terry@terrysingleton.com

Date: Thursday, September 28, 2023 at 02:45 PM PDT

**Ms. Dutschke:**

Thank you for your response to my letter dated June 24, 2023. In your letter you state incorrectly that I am asking the Department of Interior for a "letter in support of [my] assertion that [I] am entitled to attorney's fees for [my] work related to the California Valley Miwok Tribe," and you therefore declined my request.

As set forth in my letter, I clearly state that I am asking for a one sentence letter stating to the effect that on December 13, 2007, when Silvia Burley signed the the Fee Agreement with me, she was the designated "person of authority" within the California Valley Miwok Tribe, and therefore she had the authority to sign the Fee Agreement for the Tribe. I say nothing about a letter supporting my assertion that I am entitled to attorney's fees. I am merely asking whether Burley had the authority to sign the Fee Agreement for the Tribe, in light of her designation as a "person of authority" within the Tribe. Can you state that?

I am attaching a copy of your letter for your convenience, so you can review what you sent me.

Thank you for your anticipated cooperation in this regard.

Manuel Corrales, Jr., Esq.  
Attorney at Law  
17140 Bernardo Center Drive, Suite 358  
San Diego, California 92128  
Tel: (858) 521-0634  
Fax: (858) 521-0633  
mannycorrales@yahoo.com



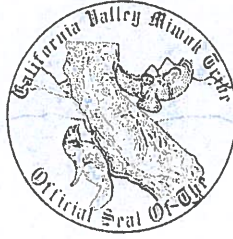
AmyDutschkeLetter27Sept23.pdf  
183.7kB

5

**EXHIBIT “6”**

# CALIFORNIA VALLEY MIWOK TRIBE

14807 Avenida Central, La Grange CA 95329 Ph: (209) 931.4567  
Website: <http://www.californiavalleymiwok.us> E-mail: [office@cvmtnet.net](mailto:office@cvmtnet.net)



Via US mail and Email  
Email: [mannycorrales@yahoo.com](mailto:mannycorrales@yahoo.com)

May 22, 2020

Manual Corrales, Jr.  
Attorney at Law  
17140 Bernardo Center Dr.  
Suite 358  
San Diego, California 92128

Re: NOTICE OF TERMINATION

Dear Mr. Corrales,

As the Chairperson of the California Valley Miwok Tribe, I am hereby informing you that this is an Official Notice of Termination, by the California Valley Miwok Tribe, effective immediately.

Attached to this letter is an official Notice of Termination Resolution R-1-05-14-2020

On Thursday, May 14<sup>th</sup>, 2020, the Governing Body (Tribal Council) of the California Valley Miwok Tribe had discussed and determined in a regularly scheduled meeting that it is in the best interest of the Tribe to terminate your services (Manual Corrales, Jr. Attorney at law) as the attorney representing the California Valley Miwok Tribe in all state and federal legal matters, Ramah litigation, and/or otherwise, effective immediately.

Respectfully,

A handwritten signature in blue ink that reads "Silvia Burley".

Silvia Burley,  
Chairperson

6

# CALIFORNIA VALLEY MIWOK TRIBE

14807 Avenida Central, La Grange, CA 95329 Ph: (209) 931.4567

Website: [www.californiavalleymiwok.us](http://www.californiavalleymiwok.us) Email: [office@cvmt.net](mailto:office@cvmt.net)



TRIBAL COUNCIL  
GOVERNING BODY OF THE  
CALIFORNIA VALLEY MIWOK TRIBE

RESOLUTION OF MAY 14, 2020

R-1-05-14-2020

**AN OFFICIAL NOTICE OF TERMINATION RESOLUTION BY THE  
CALIFORNIA VALLEY MIWOK TRIBE OFFICIALLY TERMINATING ATTORNEY  
SERVICES AND/OR LEGAL REPRESENTATION(S) OF OR BY  
MANUEL CORRALES, JR., ATTORNEY AT LAW; EFFECTIVE IMMEDIATELY**

- Whereas,** the California Valley Miwok Tribe retains and maintains its Tribal identity, its governing body, and its sovereign powers; and
- Whereas,** the California Valley Miwok Tribe is a federally recognized American Indian Tribe and is organized under a resolution form of government established under tribal resolution GC-98-01; and
- Whereas,** the Tribal Council is the duly constituted governing body of the California Valley Miwok Tribe by the authority of the resolution form of government established under tribal resolution GC-98-01; and
- Whereas,** the duly elected Tribal Council ("Tribal Council") of the California Valley Miwok Tribe ("Tribe") is vested with responsibility and authority to retain and/or terminate counsel on behalf of the Tribe; and
- Whereas,** the Tribal Council has determined that it is in the best interests of the Tribe to terminate legal representation by Manuel Corrales Jr. in connection with any and all state and/or federal law suits filed on behalf of or against the California Valley Miwok Tribe, including but not limited to the Ramah litigation; and
- Whereas,** the California Valley Miwok Tribe, Tribal Council approves and authorizes the Chairperson Silvia Burley to terminate the attorney services of Manuel Corrales Jr. effective immediately; and

Whereas, this resolution shall serve as official notice of termination of all services and Representation's in accordance with the section, (Effect of Discharge by Client) of the attorney / client contract, by and between Manuel Corrales, Jr. and the California Valley Miwok Tribe; and

NOW, THEREFORE BE IT RESOLVED, that the Tribal Council of the California Valley Miwok Tribe approves and authorizes the termination of services of Manuel Corrales Jr, Attorney at Law, effective immediately; and

BE IT FURTHER RESOLVED, that Manuel Corrales Jr. shall no longer represent the California Valley Miwok Tribe in any legal capacity and/or otherwise.

**CERTIFICATION**

This is to certify that the above matter was considered and heard at a duly noticed regular meeting of the California Valley Miwok Tribe Tribal Council, at which time a quorum was present, held on May 14, 2020, and that this resolution was adopted by a vote of 3 in favor, 0 opposed, and 0 abstaining.

**ATTEST:**

Silvia Burley  
Silvia Burley, Chairperson

May 14 2020  
Date

Anjelica Paulk  
Anjelica Paulk, Vice Chairperson

05-14-2020  
Date

Rashel K. Reznor  
Rashel Reznor, Secretary-Treasurer

May 14, 2020  
Date

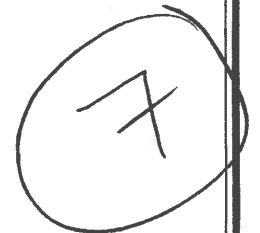


**EXHIBIT “7”**

DEPOSITION OF  
SILVIA BURLEY  
CORRALES, JR. V. THE CA GAMBLING CONTROL COMM  
TAKEN ON  
MAY 26, 2021



PHONE 855.525.3860 | 323.938.8750



Deposition of  
SILVIA BURLEY

CORRALES, JR. V. THE CA GAMBLING CONTROL COMM  
May 26, 2021

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
2 FOR THE COUNTY OF SAN DIEGO  
3  
4 MANUEL CORRALES, JR., )  
5 Plaintiff, )  
6 vs. ) Case No.  
7 THE CALIFORNIA GAMBLING CONTROL ) 37-2019-00019079-  
8 COMMISSION, and DOES 1 THROUGH 20, ) CU-MC-CTL  
9 inclusive, )  
10 Defendants. )  
11  
12 THE CALIFORNIA VALLEY MIWOK )  
13 TRIBE, as a whole; CALIFORNIA )  
14 VALLEY MIWOK TRIBE (consisting of )  
15 the "Lena Shelton Faction" and )  
16 the "Burley Faction"); MICHAEL )  
17 MENDIBLES; MARIE DIANE ARANDA; )  
18 ROSALINE ANN RUSSELL; CHRISTOPHER )  
19 JASON RUSSELL; and LISA FONTANILLA )  
20 (collectively "the Lena Shelton )  
21 Faction"); and CALIFORNIA VALLEY )  
22 MIWOK TRIBE, Burley administration )  
23 ("the Burley Faction"), )  
24 Intervenor-Defendants. )  
25

VIDEOTAPED & VIDEOCONFERENCED DEPOSITION OF  
SILVIA BURLEY  
MAY 26, 2021

Reported by:  
VICTORIA A. GIFFORD  
CSR 10328  
No. 21-99148

1 APPEARANCES OF COUNSEL:  
2  
3 For Plaintiff Manuel Corrales, Jr.:  
4 SINGLETON LAW FIRM  
5 BY: J. ROSS PEABODY  
6 -AND-  
7 TERRY SINGLETON  
8 450 A Street, 5th Floor  
9 San Diego, California 92101  
10 (760) 697-1330  
11 rpeabody@ssmsjustice.com  
12  
13 Manuel Corrales, Jr. (In Pro Per)  
14 Attorney at Law  
15 17140 Bernardo Center Drive, Suite 358  
16 San Diego, California 92128  
17 (858) 521-0634  
18 manycorrales@yahoo.com  
19  
20 For Defendant California Gambling Control Commission:  
21 OFFICE OF THE ATTORNEY GENERAL  
22 BY: JAMES G. WAIAN  
23 600 W. Broadway, Suite 1800  
24 San Diego, California 92101  
25 (619) 738-9335  
james.waian@doj.ca.gov

For the Intervenor-Defendant California Valley Miwok  
Tribe (Burley Administration):  
PEEBLES, KIDDER, BERGIN & ROBINSON, LLP  
BY: PETER LEPSCH  
2020 L Street, Suite 250  
Sacramento, California 95811  
(916) 441-2700  
plepsch@ndnlaw.com

///  
///  
///

Page 3

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
2 FOR THE COUNTY OF SAN DIEGO  
3  
4 MANUEL CORRALES, JR., )  
5 Plaintiff, )  
6 vs. ) Case No.  
7 THE CALIFORNIA GAMBLING CONTROL ) 37-2019-00019079-  
8 COMMISSION, and DOES 1 THROUGH 20, ) CU-MC-CTL  
9 inclusive, )  
10 Defendants. )  
11  
12 THE CALIFORNIA VALLEY MIWOK )  
13 TRIBE, as a whole; CALIFORNIA )  
14 VALLEY MIWOK TRIBE (consisting of )  
15 the "Lena Shelton Faction" and )  
16 the "Burley Faction"); MICHAEL )  
17 MENDIBLES; MARIE DIANE ARANDA; )  
18 ROSALINE ANN RUSSELL; CHRISTOPHER )  
19 JASON RUSSELL; and LISA FONTANILLA )  
20 (collectively "the Lena Shelton )  
21 Faction"); and CALIFORNIA VALLEY )  
22 MIWOK TRIBE, Burley administration )  
23 ("the Burley Faction"), )  
24 Intervenor-Defendants. )  
25

VIDEOTAPED & VIDEOCONFERENCED DEPOSITION OF  
SILVIA BURLEY, taken on behalf of the  
plaintiff via web videoconference at  
9:33 a.m., on Wednesday, May 26, 2021,  
before Victoria A. Gifford, CSR 10328.

1 APPEARANCES OF COUNSEL (Continued):  
2  
3 For Intervenor-Defendants Maria Diane Aranda, Rosalie  
4 Ann Russell, Christopher Jason Russell, Lisa  
5 Fontanilla, Michael Mendibles, and the California  
6 Valley Miwok Tribe:  
7  
8 MORGAN, LEWIS & BOCKIUS, LLP  
9 BY: COLIN C. WEST  
10 One Market  
11 Spear Street Tower  
12 San Francisco, California 94105  
13 (415) 442-1121  
14 colin.west@morganlewis.com  
15  
16 The Videographer:  
17 Ryan LaFond  
18  
19  
20  
21  
22  
23  
24  
25

Page 4

Page 2

Deposition of  
SILVIA BURLEY

CORRALES, JR. V. THE CA GAMBLING CONTROL COMM  
May 26, 2021

Page 5			Page 7		
1	I N D E X		1	E X H I B I T S	
2	WITNESS: SILVIA BURLEY		2	(CONTINUED)	
3	EXAMINATION BY	PAGE	3	PLAINTIFF'S	DESCRIPTION
4	MR. PEABODY	9	4	EX 53	Letter dated February 13, 2008, from Manuel Corrales, Jr., to Tiger Paulk and Syliva [sic] Burley
5	MR. WEST	164	5		
6			6		
7			7	EX 54	Letter dated March 10, 2008, from Manuel Corrales, Jr., to Tiger Paulk and Sylvia [sic] Burley
8	PLAINTIFF'S		8		
9	EX 1	102	9	EX 55	Letter dated April 11, 2008, from Manuel Corrales, Jr., to Tiger Paulk and Sylvia [sic] Burley
10			10		
11	EX 3	143	11	EX 56	Letter dated May 13, 2008, from Manuel Corrales, Jr., to Tiger Paulk and Sylvia [sic] Burley
12			12		
13	EX 6	151	13		
14	EX 7	154	14	EX 70	Letter dated November 24, 2003, from United States Department of the Interior To Whom it May Concern
15			15		
16	EX 8	157	16	EX 72	Letter dated January 29, 2007, from United States Department of the Interior to Silvia Burley
17			17		
18			18	EX 75	Letter dated September 24, 1998, from United States Department of the Interior to Mr. Dixie
19	EX 9	163	19		
20			20	EX 87	Declaration of Janice Whipple-Depina
21	EX 12	70	21	EX 88	Handwritten letter dated 4-21-99 to Silvia Burley from Yakima Dixie
22	EX 13	79	22		
23			23	EX 91	Minutes of California Valley Miwok Tribe, Special Tribal Council Meeting, December 11, 2007
24	///		24		
25	///		25		
Page 6			Page 8		
1	E X H I B I T S		1	WEDNESDAY, MAY 26, 2021	
2	(CONTINUED)		2		
3	DESCRIPTION	PAGE	3	THE VIDEOGRAPHER: Good morning. We are now	
4	PLAINTIFF'S		4	on the record. Today's date is May 26th, 2021. Time	
5	EX 14	48	5	on the record is 9:33 a.m. Pacific Time.	
6			6	This is the video deposition of Silvia Burley	
7	EX 15	65	7	in the matter of Corrales versus The California	
8			8	Gambling Control Commission. This case is filed in the	
9	EX 24	50	9	Superior Court of the State of California. Case number	
10			10	is 37-2019-00019079-CU-MC-CTL.	
11	EX 25	52	11	This deposition is taking place via web	
12			12	videoconference, all participants attending remotely.	
13	EX 26	63	13	My name is Ryan LaFond. I am the videographer. Our	
14			14	court reporter today is Victoria Gifford. We represent	
15	EX 36	22	15	The Sullivan Group of Court Reporters.	
16			16	Would counsel on the conference please	
17	EX 43	43	17	identify yourself and state whom you represent	
18	EX 49	90	18	beginning with the questioning attorney.	
19			19	MR. PEABODY: Thank you. Good morning. My	
20	EX 50	93	20	name is Ross Peabody. I'm appearing on behalf of the	
21			21	plaintiff, Manuel Corrales. I'm also here with	
22	EX 51	118	22	Attorney Terry Singleton.	
23			23	MR. CORRALES: Manuel Corrales here in pro	
24	EX 52	119	24	per.	
25			25	MR. LEPSCH: My name is Peter Lepsch. I'm	

Deposition of  
SILVIA BURLEY

CORRALES, JR. V. THE CA GAMBLING CONTROL COMM  
May 26, 2021

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1 with the law firm of Peebles Kidder. I'm representing  
 2 the California Valley Miwok Tribe and the Burley  
 3 Administration and, in today's deposition,  
 4 Silvia Burley. No one is with me today. Thank you.  
 5 MR. WEST: This is Colin West of Morgan,  
 6 Lewis & Bockius. I represent the Defendant-Intervenors  
 7 California Valley Miwok Tribe and a number of its  
 8 members, nonBurley Administration.  
 9 MR. WAIAN: This is James Waian. I'm from  
 10 the California Attorney General's Office. I'm  
 11 representing the California Gambling Control  
 12 Commission.  
 13 THE VIDEOGRAPHER: Thank you. Would the  
 14 reporter please swear in the witness.  
 15  
 16 SILVIA BURLEY,  
 17 HAVING BEEN DULY ADMINISTERED AN  
 18 OATH REMOTELY BY THE REPORTER, WAS EXAMINED  
 19 AND TESTIFIED AS FOLLOWS:  
 20  
 21 -EXAMINATION-  
 22  
 23 BY MR. PEABODY:  
 24 Q. Good morning. Ms. Burley, can you hear me?  
 25 A. Yes.

Page 10

1 Q. Okay. If at any time you cannot hear me or  
 2 need for me to slow down, please let me know. Okay?  
 3 A. Okay.  
 4 Q. This is an unusual circumstance taking  
 5 depositions remotely. We're all still getting used to  
 6 it even though it's been a year, so we'll work our way  
 7 through this procedure together. Anyway, let's get  
 8 started.  
 9 Do you understand you just took an oath to  
 10 tell the truth?  
 11 A. Yes.  
 12 Q. And have you had your deposition taken  
 13 before?  
 14 A. Not with -- for the Gambling Control  
 15 Commission.  
 16 Q. I understand that. But at any time in your  
 17 life, have you gone through this procedure where you  
 18 had a court reporter present and your testimony was  
 19 being taken?  
 20 A. Yes.  
 21 Q. And how many occasions have you -- have you  
 22 been deposed?  
 23 A. One.  
 24 Q. Okay. And that was back in what? Like 2014?  
 25 A. I think back like in 2000- -- maybe 2000,

Page 11

1 2001. Somewhere in there. I'm not sure.  
 2 Q. Okay. Well, clearly it's been a long time  
 3 since your deposition was taken. So I'm going to run  
 4 through the ground rules or admonitions for a  
 5 deposition. There will be a couple extras since we are  
 6 in separate locations. So bear with me during this  
 7 admonition, but it's a reminder for you and also I want  
 8 it on the record so that it's clear that you were given  
 9 these instructions. Okay?  
 10 A. Okay.  
 11 Q. First of all, you've been deposed. And you  
 12 said you understand you're -- you're under oath and you  
 13 understand that; correct?  
 14 A. Yes.  
 15 Q. And you understand that even though we're  
 16 sitting in relatively informal settings, that your  
 17 testimony today has the force and effect as though you  
 18 were in court in front of a judge and a jury.  
 19 Do you understand that?  
 20 A. Yes.  
 21 Q. In fact, in the event that you're either  
 22 unavailable or under other circumstances where we may  
 23 need to show inconsistent testimony, this tape can be  
 24 played before a jury. Do you -- or the judge.  
 25 Do you understand that?

Page 12

1 A. I understand that.  
 2 Q. I'm going to ask you a series of questions in  
 3 this deposition. If at any time you do not understand  
 4 one of my questions, please let me know.  
 5 Will you do that?  
 6 A. I will.  
 7 Q. If you go ahead and answer my question, we're  
 8 going to assume that you understood my question. So  
 9 I'm placing the burden on you to let me know that I'm  
 10 not making sense to you or that you don't understand.  
 11 Is that clear?  
 12 A. Yes.  
 13 Q. Okay. The reason I -- I give this admonition  
 14 is because none of us want you to answer a question  
 15 that you don't understand, and we also don't want to  
 16 hear that at the time of trial that "I didn't  
 17 understand the question" because I'm putting the burden  
 18 on you to let me know if it's not making sense to you.  
 19 Fair enough?  
 20 A. Fair.  
 21 Q. Okay. Thank you.  
 22 The deposition is going to be typed up into a  
 23 booklet form. When it's finished, you'll have an  
 24 opportunity to read it and make any changes or  
 25 corrections that you feel are necessary. I want to

Deposition of SILVIA BURLEY

CORRALES, JR. V. THE CA GAMBLING CONTROL COMM  
May 26, 2021

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1 members of the tribe as of August 5th, 1998?  
 2 A. Yes.  
 3 Q. It goes on to say at the next paragraph  
 4 (reading), At the conclusion of our meeting, you were  
 5 going to reconsider [sic] what enrollment criteria  
 6 should be applied to future prospective members. Our  
 7 understanding is that such criteria will be used to  
 8 identify other members eligible to participate in the  
 9 initial organization of the tribe. Eventually, such  
 10 criteria would be included in the tribe's constitution.  
 11 Did I read that correctly?  
 12 A. That's correct.  
 13 Q. Was that your understanding after you left  
 14 that meeting, that you were -- you folks would put  
 15 together criteria for -- for allowing other members  
 16 other than the five of you into the tribe?  
 17 MR. LEPSCH: Objection. Objection. Calls  
 18 for legal reasoning.  
 19 MR. WEST: And leading.  
 20 BY MR. PEABODY:  
 21 Q. Let me read that again because I understand I  
 22 misread it.  
 23 (Reading) At the conclusion of our meeting,  
 24 you were going to consider what enrollment criteria  
 25 should be applied to future prospective members. Our

Page 42

1 understanding is that such criteria will be used to  
 2 identify other persons eligible to participate in the  
 3 initial organization of the tribe. Eventually, such  
 4 criteria would be included in the tribe's constitution.  
 5 Did I read that properly?  
 6 A. Yes.  
 7 Q. And was that discussed at the meeting,  
 8 that the tribe's five members were to -- to consider  
 9 enrollment criteria for future members?  
 10 A. That's correct.  
 11 Q. Was a general council established as a means  
 12 to organize the tribe at a later date?  
 13 A. A general council was established.  
 14 Q. Was it established at or about this time in  
 15 September of 1998?  
 16 A. Yes.  
 17 Q. And the general council consisted of which  
 18 members?  
 19 A. Yakima Dixie, Silvia Burley, Rashel Reznor,  
 20 Angelica Paulk, and Tristian Wallace.  
 21 Q. So all five of you were part of the general  
 22 council?  
 23 A. The general council was Yakima Dixie,  
 24 Silvia Burley, and, um, Rashel Reznor because that was  
 25 everybody over 18.

Page 43

1 Q. Okay. And at the time, Tristian was not 18?  
 2 A. No. Tristian or Angelica were under 18.  
 3 Q. Okay.  
 4 A. They were tribal citizens.  
 5 Q. All right. So there were five tribal  
 6 citizens, and three were part of the general council;  
 7 correct?  
 8 A. That's correct.  
 9 Q. And were there any other members to the tribe  
 10 back in September of 1998 other than the five you --  
 11 you mentioned?  
 12 A. No.  
 13 Q. And did you have an understanding that until  
 14 the tribe was formally organized, the general council  
 15 had authority to conduct business for the tribe?  
 16 A. Yes.  
 17 Q. And did that authority include the -- the  
 18 hiring of a lawyer?  
 19 A. Yes.  
 20 MR. WEST: Belatedly object. Legal  
 21 conclusion and leading.  
 22 MR. PEABODY: You can take down that  
 23 document, please.  
 24 Turning to Exhibit 43. Please display that.  
 25 (Exhibit 43 marked for identification.)

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1 BY MR. PEABODY:  
 2 Q. For the record, Exhibit 43 is a three-page  
 3 document entitled Resolution hash tag GC -- or number  
 4 GC-98-01. There's three pages here.  
 5 Are you familiar with this document?  
 6 A. Yes.  
 7 Q. Have you seen this document before?  
 8 A. Yes.  
 9 Q. Do you recognize this document as the  
 10 document that established the general council for the  
 11 tribe?  
 12 A. Yes.  
 13 Q. Did the BIA, or the Bureau of Indian Affairs,  
 14 assist you and Dixie in creating this document?  
 15 A. Yes.  
 16 Q. How did they do that?  
 17 A. They went through the process and told us  
 18 that everything that we were going through in the  
 19 meeting, that it would be coming to -- there would be  
 20 policies and procedures that we would have to put into  
 21 our documentation, um, for the general council. And  
 22 then they started going into, um -- oh, let me see.  
 23 They started going into who else could possibly, um, be  
 24 in the tribe or come to the tribe. But Mr. Dixie  
 25 himself said that his brothers were all deceased,

Deposition of  
SILVIA BURLEY

CORRALES, JR. V. THE CA GAMBLING CONTROL COMM  
May 26, 2021

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1 A. I can't really see what it says. I'd have to  
2 go through my documents and find the letter.  
3 Q. Are you having trouble seeing the screen?  
4 A. The -- the wording on these documents get  
5 kind of blurry on my screen.  
6 Q. Okay. Do you have those documents -- is  
7 there a way to make them bigger so that they're not?  
8 A. I sure can see that now.  
9 Q. Okay. Well, that's what we want.  
10 Do you know the -- so this is a letter that  
11 you received in your capacity as the chairperson for  
12 the -- for the tribe; true?  
13 A. Yes.  
14 Q. And it was written to you in your -- in your  
15 capacity as chairperson?  
16 A. That's correct.  
17 Q. Was it your understanding that in March of  
18 2004, that the tribe had been deemed unorganized?  
19 MR. WEST: Objection. Vague. Legal  
20 conclusion. Calls for speculation.  
21 THE WITNESS: Could you rephrase that?  
22 Because in 2004, we were still federally recognized and  
23 organized, and federal recognition was never taken  
24 away. So could you just rephrase that?  
25 MR. WEST: Object -- and move to strike that

Page 54

1 answer as nonresponsive.  
2 BY MR. PEABODY:  
3 Q. Did you submit a tribal constitution to the  
4 Bureau of Indian Affairs --  
5 A. Yes.  
6 Q. -- in an attempt to have your tribe be  
7 deemed, quote, "organized," end quote?  
8 MR. LEPSCH: Objection. Calls for legal  
9 conclusion.  
10 THE REPORTER: I'm sorry. Who said that?  
11 MR. LEPSCH: Mr. Lepsch.  
12 THE REPORTER: Thank you.  
13 MR. LEPSCH: You can answer.  
14 BY MR. PEABODY:  
15 Q. Do you have the question in mind, Ms. Burley,  
16 or do you need it reread?  
17 A. Um, I can't recall at this time.  
18 Q. Okay. Let me -- let me ask this question  
19 because I'm not sure what you're answering, frankly.  
20 Did you have an understanding that a tribal  
21 constitution had been submitted to the Bureau of Indian  
22 Affairs in March of 2004?  
23 A. Yes.  
24 Q. Correct?  
25 A. Correct.

Page 55

1 Q. And when you received this letter, did you  
2 understand that the BIA had disagreed that you had  
3 demonstrated that the tribe was an organized tribe?  
4 MR. LEPSCH: Objection. Again, calls for a  
5 legal conclusion.  
6 MR. PEABODY: I'm asking for her  
7 understanding.  
8 MR. LEPSCH: Still requires her knowledge of  
9 law.  
10 MR. WEST: Join. And can we have an  
11 agreement that joining is not necessary?  
12 MR. PEABODY: Yes. Yes, please.  
13 MR. WEST: Okay.  
14 BY MR. PEABODY:  
15 Q. Ms. Burley, after all the attorney talk, do  
16 you have the question in mind, or would you like the  
17 court reporter to read it back?  
18 A. I see it. And the letter says that they must  
19 disagree. So I -- I see it's corrected. That is what  
20 they said in the letter.  
21 Q. Did the -- since the tribe was unorganized,  
22 did the BIA advise you that you -- that -- that they  
23 would recognize you as a, quote, "person of  
24 authority" --  
25 A. Yes.

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1 Q. -- end quote? Okay.  
2 So -- so was it your understanding that you  
3 were no longer the chairperson, but rather a person of  
4 authority within the tribe? Correct?  
5 MR. WEST: Objection. Legal conclusion.  
6 THE WITNESS: Within the tribe, I considered  
7 myself and the tribal council considered myself as the  
8 chairperson.  
9 BY MR. PEABODY:  
10 Q. And did you have an understanding about your  
11 capacity to conduct business for the tribe at that  
12 time?  
13 MR. WEST: Objection. Legal conclusion and  
14 vague.  
15 THE WITNESS: The council believe that  
16 GC-98-01 was still in effect, so I was still the  
17 chairperson.  
18 BY MR. PEABODY:  
19 Q. And that was your understanding in March of  
20 2004; true?  
21 A. Yes.  
22 MR. WEST: Object. Leading. I didn't hear  
23 an answer.  
24 BY MR. PEABODY:  
25 Q. I want you to turn to page 3.

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1 In March 2004, was the tribal council making  
 2 efforts to organize the tribe under the  
 3 Indian Reorganization Act of 1935?  
 4 A. No.  
 5 Q. Were you advised by the Bureau of Indian  
 6 Affairs that the participation of the greater tribal  
 7 community was essential to your effort?  
 8 A. Yes.  
 9 Q. And that effort was to increase or to -- to  
 10 enroll additional -- to establish membership criteria;  
 11 correct?  
 12 A. Correct.  
 13 MR. WEST: Objection. Leading.  
 14 THE WITNESS: That's correct.  
 15 BY MR. PEABODY:  
 16 Q. Did you choose not to pursue the  
 17 Indian Reorganization Act constitution of the tribe?  
 18 MR. WEST: Objection. Vague as to time.  
 19 Vague as to "you."  
 20 THE WITNESS: That's correct.  
 21 BY MR. PEABODY:  
 22 Q. We're talking about this document in 2004.  
 23 You understood that; correct?  
 24 A. Correct.  
 25 Q. And did the general council choose not to

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1 organize the tribe under the Indian Reorganization Act  
 2 of 1935?  
 3 MR. WEST: Objection. Vague as to time.  
 4 THE WITNESS: That's correct.  
 5 MR. WEST: Legal conclusion.  
 6 BY MR. PEABODY:  
 7 Q. Why did the tribal council, to your  
 8 understanding, not seek to organize the tribe under the  
 9 Indian Reorganization Act of 1935?  
 10 A. Tribes had the right to organize any way that  
 11 they want, even -- like we're a resolution form of  
 12 government. So our -- our government goes under  
 13 resolutions, but we do not have to organize under the  
 14 IRA.  
 15 Q. Did the BIA ever recognize Yakima Dixie as a  
 16 person of authority after he resigned?  
 17 MR. WEST: Objection. Calls for speculation.  
 18 Calls for legal conclusion.  
 19 THE WITNESS: No, they did not.  
 20 BY MR. PEABODY:  
 21 Q. Was he ever part of the tribal council after  
 22 he resigned?  
 23 A. No, he was not -- oh, after what time?  
 24 Excuse me. After what date?  
 25 Q. Well, what date -- what date -- let me ask it

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1 this way: What -- what date was it that he was no  
 2 longer, um, considered part of the tribal council?  
 3 MR. WEST: Objection. Speculation. Legal  
 4 conclusion.  
 5 THE WITNESS: To the best of my knowledge,  
 6 October 1999.  
 7 BY MR. PEABODY:  
 8 Q. Up until today, has the tribe ever been  
 9 organized under the Indian Reorganization Act?  
 10 A. No, it has --  
 11 MR. WEST: Objection. Legal conclusion.  
 12 Speculation.  
 13 THE WITNESS: No, it has not.  
 14 BY MR. PEABODY:  
 15 Q. Did you ever become aware of Yakima Dixie  
 16 attempting to establish a rival -- rival tribe after he  
 17 resigned?  
 18 A. Yakima Dixie tried three or four times to --  
 19 and he'd bring in different people every time he tried.  
 20 But being a citizen of the tribe does not give him a  
 21 right to go out and organize or -- or accept members.  
 22 It has to go through the council.  
 23 MR. WEST: Objection -- actually, I'm going  
 24 to move to strike that answer after yes as  
 25 nonresponsive and legal conclusion.

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1 THE WITNESS: My answer is true.  
 2 BY MR. PEABODY:  
 3 Q. He's just making objections. It's fine.  
 4 Just listen to my questions and answer truthfully, and  
 5 he has the right to protect his client to make  
 6 objections.  
 7 Did you ever consent to Yakima Dixie  
 8 enrolling any other members after he resigned?  
 9 MR. WEST: Objection. Vague as to "you."  
 10 MR. PEABODY: Let me rephrase.  
 11 BY MR. PEABODY:  
 12 Q. Did you, Ms. Burley, ever consent to Dixie  
 13 enrolling any other members after he resigned?  
 14 A. You're talking about me by myself?  
 15 Q. Yes, for the purposes of this question.  
 16 A. I can't -- I can't answer me by myself. It  
 17 would have to go through the council.  
 18 Q. Okay. Did the tribal council ever consent to  
 19 Dixie enrolling any other members after he resigned?  
 20 A. No, it did not.  
 21 MR. PEABODY: We've been going about a little  
 22 over an hour. Why don't we take a ten-minute break or  
 23 so.  
 24 MR. WEST: Works for me.  
 25 MR. PEABODY: Off the record.

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1 THE VIDEOGRAPHER: Off the record at  
2 10:56 a.m.  
3 (Recess.)  
4 THE VIDEOGRAPHER: Back on the record at  
5 11:08 a.m.  
6 MR. PEABODY: Thank you. Ryan, could you put  
7 Exhibit 25 back up, please.  
8 BY MR. PEABODY:  
9 Q. Ms. Burley, this is the document that we were  
10 referring to before the break. In the first  
11 paragraph -- actually, the second paragraph, it  
12 begins -- in Exhibit 25, beginning with the paragraph  
13 "Although," let me just read certain parts of that  
14 document, and I have a couple extra questions for you.  
15 (Reading) Although the tribe has not  
16 requested any assistance or comments from this office  
17 in response to your document, we provide the following  
18 observations for your consideration. As you know, the  
19 BIA's Central California Agency (CCA) has a  
20 responsibility to develop and maintain a  
21 government-to-government relationship with each of the  
22 54 federally recognized tribes situated within CCA's  
23 jurisdiction. This relationship, includes among other  
24 things, the responsibility of working with the person  
25 or persons from each tribe who are either rightfully

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1 elected to a position of authority within a tribe or  
2 who otherwise occupy a position of authority within an  
3 unorganized tribe. To that end, the BIA has recognized  
4 you, as a person of authority within the California  
5 Valley Miwok Tribe. However, the BIA does not yet view  
6 your tribe to be an "organized" Indian tribe and this  
7 view is borne out not only by the document that you  
8 have presented as the tribe's constitution but  
9 additionally by our relations over the last several  
10 decades with members of the tribal community in and  
11 around Sheep Ranch Rancheria.  
12 Did I read that properly?  
13 A. Yes.  
14 Q. Now, you've told us that you considered  
15 yourself the chairperson in the tribal council;  
16 correct?  
17 A. Correct.  
18 Q. After reading this document, do you have an  
19 understanding that the BIA was recognizing you as a  
20 person of authority as opposed to a chairperson?  
21 MR. WEST: Object --  
22 MR. LEPSCH: Object.  
23 MR. WEST: -- counsel is leading the witness.  
24 Calls for conclusion.  
25 MR. LEPSCH: Legal conclusion as well, yeah,

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1 I agree.  
2 BY MR. PEABODY:  
3 Q. You can answer the question.  
4 A. If you go to the top of the letter, it says,  
5 "Silvia Burley, Chairperson."  
6 Q. Okay. When you read this document, did you  
7 understand that the BIA was recognizing you as a person  
8 of authority within the tribe?  
9 MR. WEST: Same objection.  
10 THE WITNESS: Yes.  
11 MR. PEABODY: Thank you. You can take down  
12 that document, please.  
13 BY MR. PEABODY:  
14 Q. I'm going to go back in time a little bit,  
15 Ms. Burley, to Exhibit 26.  
16 For the record, Exhibit 26 is the Tribal  
17 Council Governing Body of the California Valley Miwok  
18 Tribe, also known as Sheep Ranch Rancheria of Me-Wuk  
19 Indians of California, Resolution of May 7, 2001,  
20 R-1-5-07-2001.  
21 (Exhibit 26 marked for identification.)  
22 BY MR. PEABODY:  
23 Q. Have you seen this document before,  
24 Ms. Burley?  
25 A. Yes.

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1 Q. What is it?  
2 A. It's a resolution that's changing our name  
3 from Sheep Ranch Rancheria to California Valley Miwok  
4 Tribe.  
5 Q. And this was accomplished in May of 2001?  
6 A. That's correct.  
7 Q. And the changing of the name of the tribe was  
8 done through the resolution process; is that correct?  
9 A. That's correct.  
10 Q. And did the tribal council authorize you  
11 to -- did the tribal council -- is that the governing  
12 body that authorized the changing of the name to the  
13 California Valley Miwok Tribe?  
14 MR. WEST: Objection. Leading. Legal  
15 conclusion.  
16 MR. PEABODY: Madam Reporter, can you reread  
17 my question.  
18 (Record read page 64, lines 10 through 13.)  
19 MR. WEST: Same objection.  
20 THE WITNESS: That's correct.  
21 BY MR. PEABODY:  
22 Q. Did you -- did the tribal council contact the  
23 BIA to have the tribe's name changed?  
24 A. Yes.  
25 Q. And thereafter, the tribe was recognized

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1 with the question before you jump in and object, I'd  
2 appreciate it.  
3 MR. WEST: I would ask that the witness wait  
4 until the question is done and wait for the objection  
5 before she jumps in with her answer.  
6 MR. PEABODY: That was part of the  
7 admonitions. Thank you.  
8 MR. WEST: I understand that, but she's not  
9 following the admonitions. Also, Counsel, you're  
10 asking almost exclusively leading questions. Do I have  
11 to continue to make the objection that you're leading  
12 the witness, or can we -- can we have a standing  
13 objection that you're leading?  
14 MR. PEABODY: No. There's no standing  
15 objection.  
16 MR. WEST: Okay. Well, then we'll proceed  
17 doing it that way.  
18 And I'm going to ask that the witness,  
19 before -- after Mr. Peabody gets done with his  
20 question, that the witness await my objection.  
21 MR. LEPSCH: Mr. West, I appreciate your  
22 concern. I think our client will heed to the  
23 admonitions and move forward. Let's try to be a little  
24 more collegial.  
25 MR. WEST: I appreciate that --

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1 MR. LEPSCH: We don't need to -- we don't  
2 need to raise the tone level, please. No reason here.  
3 MR. WEST: I appreciate that and --  
4 MR. LEPSCH: This is not a laid-back case.  
5 MR. WEST: And -- and I know you're doing the  
6 best you can, Ms. Burley, and I didn't mean my tone to  
7 suggest otherwise.  
8 BY MR. PEABODY:  
9 Q. My question is, did you, Ms. Burley, have the  
10 authority to enter into 638 contract funding on behalf  
11 of the tribe as reflected in these documents?  
12 MR. WEST: Objection. Vague as to time.  
13 Legal conclusion.  
14 THE WITNESS: Yes.  
15 BY MR. PEABODY:  
16 Q. What I'm going to do is go through each of  
17 these letters and have you describe what is being --  
18 what the resolution is and ask whether they are 638.  
19 That way you can familiarize yourself with the 42 pages  
20 here. Because I don't want you to guess at what --  
21 Looking at page 1 of Exhibit 12, do you  
22 recognize the letter addressed to you dated December 7,  
23 2000?  
24 A. Yes, I do.  
25 Q. And what is this?

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1 A. This is the acknowledgement from the  
2 Bureau of Indian Affairs of a December 7, 2000, um --  
3 it's kind of hard to see. It's about the Indian  
4 self-determination.  
5 Q. Is this an application for a 638 contract?  
6 A. This would be the acknowledgement that they  
7 received the contract.  
8 Q. Down to page 2. Have you seen this document  
9 before?  
10 A. Yes.  
11 Q. What is it?  
12 A. It's too hard to read.  
13 MR. CORRALES: Make it bigger.  
14 MR. PEABODY: Mr. Videographer, can you  
15 somehow make this bigger, or is that --  
16 MR. CORRALES: He can do that.  
17 THE VIDEOGRAPHER: The plus sign right next  
18 to the minus -- yep.  
19 MR. CORRALES: Scoot it over a little bit.  
20 BY MR. PEABODY:  
21 Q. Is that better, Ms. Burley?  
22 A. Yes. Thank you.  
23 Yes. It's a -- where they revoked the  
24 application -- the 638 -- 638 contract.  
25 Q. Okay. So in this letter, um, is it your

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1 understanding that the BIA had agreed to revoke a  
2 suspension of the current 638 contract between the BIA  
3 and the California Valley Miwok Tribe?  
4 A. Yes.  
5 Q. So at some point in time, had the 638 -- at  
6 some point in time back in 2005, had the BIA suspended  
7 Miwok -- the California Valley Miwok Tribe's ability to  
8 secure 638 contract funding?  
9 A. Yes.  
10 Q. And at some point in time in -- say, in  
11 August of 2005, did -- were you again able to secure  
12 638 contract funding for the tribe through tribal  
13 council?  
14 A. Yes.  
15 Q. Now, was it through the tribal council, or  
16 were you, as the chairperson or person of authority,  
17 able to enter into these contracts?  
18 MR. WEST: Objection. Legal conclusion.  
19 THE WITNESS: It goes through the tribal  
20 council.  
21 BY MR. PEABODY:  
22 Q. Okay. So you need council's approval in  
23 order to conduct business for 638 contracts; true?  
24 MR. WEST: Same objection.  
25 THE WITNESS: True.

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1 BY MR. PEABODY:  
 2 Q. Were you ever asked to return the money that  
 3 you received for the tribe pursuant to a 638 contract?  
 4 A. No.  
 5 Q. Were you ever advised by the BIA that you  
 6 should never have received the funds?  
 7 A. No.  
 8 Q. After they did not recognize you -- so when  
 9 you were a person of authority, you continued to  
 10 receive these funds true?  
 11 MR. LEPSCH: Objection. Vague, the use of  
 12 the word "you."  
 13 THE WITNESS: Can you rephrase that?  
 14 BY MR. PEABODY:  
 15 Q. Sure. Did the Bureau of Indian Affairs, when  
 16 they were -- when they recognized you as a person of  
 17 authority, did they ever advise that you should not  
 18 have received these funds pursuant to the 638  
 19 contracts?  
 20 A. No.  
 21 Q. Did the BIA or the federal government ever  
 22 sue the California Valley Miwok Tribe to recover funds  
 23 paid to you on behalf of the tribe?  
 24 A. No.  
 25 Q. Did the BIA ever advise that you never had

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1 the authority to enter into 638 federal contract  
 2 funding with the Bureau of Indian Affairs?  
 3 A. No.  
 4 Q. Did the Bureau of Indian Affairs ever tell  
 5 you that the 638 federal contract funding awarded to  
 6 the tribe through you, as the person of authority, was  
 7 invalid?  
 8 A. No.  
 9 Q. These 638 contract funds that are part of  
 10 Exhibit 12 were awarded to the tribe when the Bureau of  
 11 Indian Affairs considered you to be the authorized  
 12 spokesperson for what it determined to be an  
 13 unorganized tribe; true?  
 14 MR. WEST: Objection. Compound.  
 15 Speculation. Legal conclusion.  
 16 MR. LEPSCH: Join.  
 17 THE WITNESS: That's correct.  
 18 BY MR. PEABODY:  
 19 Q. Are you aware of any documents that revoke  
 20 your ability to act as the person of authority for the  
 21 Miwok Indians?  
 22 MR. WEST: Objection. Legal conclusion.  
 23 THE WITNESS: I do not recall at this time.  
 24 MR. PEABODY: Mr. Videographer, can you take  
 25 down this document and put up Exhibit 13.

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1 (Exhibit 13 marked for identification.)  
 2 BY MR. PEABODY:  
 3 Q. There's 49 pages here. I'm going to scroll  
 4 down through them. Tell me if I'm going -- I just want  
 5 you to see that they're letters from the California  
 6 Gambling Control Commission.  
 7 For the record, Exhibit 13 is a group of  
 8 correspondence pertaining to the reserve -- or revenue  
 9 sharing trust fund. Excuse me.  
 10 Ms. Burley, I've now scrolled through the  
 11 49 pages. I know you didn't have a chance to read  
 12 word-for-word what they said, but did you recognize the  
 13 substance of those documents?  
 14 A. Yes.  
 15 Q. And did they appear to all pertain to the  
 16 revenue sharing trust fund payments over the years?  
 17 A. Yes.  
 18 Q. Did the -- and many of those letters were  
 19 written to you in your capacity as either chairperson  
 20 or person of authority; true?  
 21 MR. WEST: Objection. Leading.  
 22 THE WITNESS: That's true.  
 23 BY MR. PEABODY:  
 24 Q. And during -- since 1999, you've been either  
 25 a chairperson or person of authority within the tribe;

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1 correct?  
 2 MR. WEST: Objection. Leading.  
 3 THE WITNESS: That's correct.  
 4 BY MR. PEABODY:  
 5 Q. Did the Commission ever ask you to return any  
 6 of the revenue sharing trust fund payments that it made  
 7 to the tribe?  
 8 A. No.  
 9 Q. Did the Commission ever sue you or the tribal  
 10 council or the tribe to get that money back?  
 11 A. No.  
 12 Q. Were you ever advised by the Commission that  
 13 it was a mistake to send you these funds to you on  
 14 behalf of the tribe?  
 15 A. Can you rephrase that?  
 16 Q. Sure. Were you ever told by the Commission,  
 17 by either letter or verbally, that it was a mistake to  
 18 send these funds to you as in your capacity as  
 19 chairperson or person of authority for the tribe?  
 20 MR. LEPSCH: Objection. Vague as to the use  
 21 of the word "you."  
 22 THE WITNESS: The funds always went to the  
 23 California Valley Miwok Tribe. It didn't come to me as  
 24 the chairperson or otherwise.  
 25 BY MR. PEABODY:

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1 Q. Okay. So it always came, what, made -- made  
2 payable to the tribe itself?  
3 A. That's correct.  
4 Q. And were you, as the spokesperson, ever  
5 advised that it was a mistake to send these funds to  
6 the tribe?  
7 A. As a chairperson, the answer is no.  
8 Q. What about as a person of authority?  
9 A. Um, can you say the question again?  
10 Q. Sure. Were you ever advised, as the person  
11 of authority for the tribe, by the Commission that it  
12 was a mistake to send these funds to the tribe?  
13 A. No.  
14 Q. Were you ever advised by the -- and "you," I  
15 mean in your capacity as the chairperson or person of  
16 authority ever advised that you had no authority to  
17 receive these funds for the tribe at any time after  
18 they were disbursed to the tribe?  
19 A. No.  
20 Q. The checks, again, were made payable to the  
21 tribe, but they were sent to you as -- you personally  
22 as the chairperson or the person of authority; correct?  
23 A. They were sent to the tribe.  
24 Q. Okay. And was the tribe's address the same  
25 as yours?

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1 A. Yes.  
2 Q. So they were sent to the tribe at your home  
3 address, but they were addressed to the tribe, and they  
4 were made payable to the tribe; is that accurate?  
5 A. They were sent to the tribal office, payable  
6 to the tribe.  
7 Q. And that address for the tribal office was  
8 what?  
9 A. Same.  
10 Q. Has it been the same for the last 20 years --  
11 THE REPORTER: Mr. Peabody, your voice is  
12 trailing off.  
13 MR. PEABODY: I apologize.  
14 BY MR. PEABODY:  
15 Q. Has the address been the same for 20 years,  
16 or were there two different addresses?  
17 MR. WEST: Objection. Vague.  
18 THE WITNESS: The -- the, um, revenue sharing  
19 trust fund monies were addressed to the tribe that  
20 always came to the address that I was at.  
21 BY MR. PEABODY:  
22 Q. Okay.  
23 A. That the council was at.  
24 Q. And what is that address?  
25 A. It all changed over the years. So which

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1 address are you talking about?  
2 Q. That's what I wanted to clarify. So they  
3 would send it to wherever you were living at the time;  
4 true?  
5 A. That's correct.  
6 Q. And wherever you were living at the time,  
7 that was recognized as the tribal office?  
8 A. That's correct.  
9 MR. WEST: Belated objection. Speculation  
10 and vague.  
11 BY MR. PEABODY:  
12 Q. The revenue sharing trust fund payments were  
13 suspended in 2005; correct?  
14 A. That's correct.  
15 Q. After the payments were suspended, the  
16 Bureau of Indian Affairs still recognized you as the  
17 person of authority for the governing body of the  
18 tribe; correct?  
19 MR. WEST: Objection. Speculation, legal  
20 conclusion, and leading.  
21 THE WITNESS: That's correct.  
22 BY MR. PEABODY:  
23 Q. Do you have an understanding that anybody  
24 else was considered to be the person of authority other  
25 than yourself?

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1 A. No.  
2 MR. PEABODY: You can take that -- those  
3 documents down, please.  
4 Mr. Videographer, can you please display  
5 Exhibit 87.  
6 (Exhibit 87 marked for identification.)  
7 MR. PEABODY: This is, for the record, a  
8 three-page document marked as Exhibit 87 to this  
9 deposition.  
10 BY MR. PEABODY:  
11 Q. And I'm going to scroll down the three pages  
12 and allow you to look at them, Ms. Burley. Making them  
13 a little bit larger.  
14 First of all, tell me -- I'm on page 2 -- can  
15 you read the print?  
16 A. Okay. There you go. Yeah. It's from the  
17 awarding official at the Bureau of Indian Affairs.  
18 Q. Have you seen this document before?  
19 A. Yes.  
20 Q. And are you familiar with the -- the  
21 declarant, Janice Whipple-Depina?  
22 A. Yes.  
23 Q. When did you first see this document?  
24 A. I don't recall.  
25 Q. Referring to page 2 of the declaration of

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1 Janice Whipple-Depina dated December 21, 2005, um --  
 2 let's go to page 3.  
 3 Do you know her signature, first of all?  
 4 A. Yes.  
 5 Q. Is -- do you recognize the signature on the  
 6 third page as being her signature, that of  
 7 Janice Whipple-Depina?  
 8 A. That's correct.  
 9 Q. And it would appear from the document that  
 10 she executed this on the 21st day of September 2005.  
 11 True?  
 12 A. True.  
 13 Q. Going back up to page 2 under paragraph 2,  
 14 Ms. Whipple-Depina declares that (reading) in 2002, I  
 15 awarded (pursuant to the superintendent's authority) a  
 16 PL 93-638 contract between BIA and California Miwok  
 17 Tribe. An annual funding agreement with respect to  
 18 this contact was signed on February 8, 2005, and  
 19 reflects fiscal year -- or FY 2005 funding.  
 20 Did I read that properly?  
 21 A. Yes.  
 22 Q. So in 2002, was the tribe awarded a  
 23 638 contract as represented here?  
 24 A. Yes.  
 25 Q. Getting down to Exhibit [sic] 3, it reads as

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1 follows (reading): On July 19, 2005, I sent a letter  
 2 to Silvia Burley enclosing a modification of the "638"  
 3 contract which "suspends the current (638) contract in  
 4 its entirety." I explained my reasons for my action in  
 5 this letter. Nothing in this letter should read to  
 6 indicate that the BIA is taking the position that  
 7 Ms. Burley is no longer a person of authority within  
 8 the tribe.  
 9 Did I read that properly?  
 10 A. Yes.  
 11 Q. In July of 2005, is that when the 638  
 12 contracts were temporarily suspended, as we discussed a  
 13 few minutes ago?  
 14 A. Yes.  
 15 Q. After reading her declaration, was it your  
 16 understanding that you were -- remained a person of  
 17 "authority," quote, end quote, within the tribe?  
 18 A. Yes.  
 19 Q. So you have always been a recognized, to your  
 20 knowledge, by the BIA, a -- at the very least, a person  
 21 of authority since 1999; true?  
 22 MR. WEST: Objection. Vague. Vague as to  
 23 time. Speculation. Legal conclusion.  
 24 THE WITNESS: True.  
 25 BY MR. PEABODY:

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1 Q. Going down to 4 under her declaration -- that  
 2 being Janice Whipple-Depina -- the last sentence in  
 3 that paragraph says (reading), It is my understanding  
 4 that her status continues to be that of a person of  
 5 authority within the tribe.  
 6 Did I read that properly?  
 7 A. Yes.  
 8 Q. And did you share that understanding, that  
 9 you were a person of authority within the tribe and  
 10 that was your status with the BIA?  
 11 MR. WEST: Objection. Vague. Compound.  
 12 THE WITNESS: Yes.  
 13 BY MR. PEABODY:  
 14 Q. So even during the time that the 638  
 15 contracts were suspended, you were still the person of  
 16 authority for the tribe; true?  
 17 MR. WEST: Objection. Legal conclusion.  
 18 BY MR. PEABODY:  
 19 Q. It was your understanding; true?  
 20 A. True.  
 21 MR. PEABODY: We can take that document down,  
 22 please.  
 23 If you could display Exhibit 72.  
 24 (Exhibit 72 marked for identification.)  
 25 BY MR. PEABODY:

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1 Q. Ms. Burley, have you seen this letter before?  
 2 A. Yes.  
 3 Q. This is, Exhibit 72, a letter dated  
 4 January 29, 2007, addressed to you from the regional  
 5 director, whose signature --  
 6 THE REPORTER: Whose signature what?  
 7 MR. PEABODY: Is difficult to read.  
 8 BY MR. PEABODY:  
 9 Q. Do you -- do you recognize the person who  
 10 signed this, that signature?  
 11 A. I think it -- it looks like Clay Gregory.  
 12 Q. Okay. And this is mail -- certified mailed  
 13 to you back in January of 2007?  
 14 A. Yes.  
 15 Q. And the letter was sent to you in  
 16 January 2007 in response to a request that a lump sum  
 17 payment be scheduled for the tribe pursuant to the  
 18 638 contract; correct?  
 19 A. That's correct.  
 20 Q. Now, the second paragraph states that  
 21 (reading) the Bureau of Indian Affairs' (Bureau)  
 22 current position is that the tribe lacks a governing  
 23 body duly recognized by the Bureau and that you are  
 24 recognized as a "person of authority within the tribe."  
 25 Did I read that properly?

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1 A. Yes.

2 Q. Was that your understanding of the BIA's

3 current position with respect to how they viewed the

4 tribe?

5 MR. LEPSCH: Objection. Calls for legal

6 conclusion.

7 THE WITNESS: Can you repeat that?

8 BY MR. PEABODY:

9 Q. Sure. Was it your understanding that the

10 Bureau -- that the Bureau's current position in

11 January 2007 was that the tribe lacked a governing body

12 duly recognized by the Bureau? Did you understand that

13 to be the status of the tribe at that time?

14 A. Yes, I understood it.

15 Q. Did you also understand that you were being

16 recognized by the Bureau of Indian Affairs, that you

17 were recognized as a, quote, "person of authority

18 within that tribe"?

19 A. Yes.

20 MR. PEABODY: You can take that document

21 down.

22 I'm noticing that it's noon. I'm about to

23 launch into the fee agreement. I think now will be an

24 appropriate time to take 30 minutes.

25 MR. WEST: Works for me.

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1 THE VIDEOGRAPHER: Off the record at

2 12:04 p.m.

3 (Lunch recess 12:04 p.m. to 12:42 p.m.)

4 THE VIDEOGRAPHER: All right. Back on the

5 record at 12:42 p.m.

6 MR. PEABODY: Okay. Ready? All right. 49.

7 (Exhibit 49 marked for identification.)

8 THE VIDEOGRAPHER: 49 is up. Do you see

9 that, Mr. Peabody?

10 MR. PEABODY: I do now. I just lost my --

11 and wasn't sure if I was muted or not. Okay. I can't

12 see -- I'd like to see Ms. Burley somehow. Can you

13 help me?

14 THE VIDEOGRAPHER: You're going to want to

15 click "View" on your Zoom screen and -- up in the top

16 right.

17 MR. PEABODY: All right. Now all I see is

18 myself, so that's not a good thing.

19 MR. CORRALES: Pin her.

20 THE VIDEOGRAPHER: Maybe gallery.

21 MR. PEABODY: Oh, pin her. Okay. So -- I

22 don't want to just see her either.

23 MR. CORRALES: Put it on gallery.

24 MR. PEABODY: All right. There. Good

25 enough. Ready?

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1 THE VIDEOGRAPHER: We're on the record.

2 MR. PEABODY: Okay. Thank you. Hope all

3 that wasn't. I don't think you needed to put all that

4 on there.

5 BY MR. PEABODY:

6 Q. Ms. Burley, I hope you had a good lunch.

7 We're about to resume. I had the videographer put up

8 Exhibit 49 to this deposition, which is a letter from

9 Mr. Corrales to Tiger Paulk, although I think the name

10 is misspelled.

11 Have you seen this document before?

12 A. Yes.

13 Q. And Tiger Paulk, even though the name is

14 misspelled, that's your husband. He was your husband

15 at the time?

16 A. He's a consultant for the tribe.

17 Q. Okay. But that's the same Tiger who you were

18 married to at one point; correct?

19 A. That's correct.

20 Q. Were you -- were you still married in 2007?

21 A. Yes.

22 Q. Yes. Okay.

23 And did he share this letter with you back in

24 December 2007?

25 A. He shared it with the tribe and myself.

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1 Q. Okay. Did he share that letter with you at a

2 special council -- tribal council meeting on

3 December 11th or before?

4 A. I can't recall.

5 Q. You understood this letter was from

6 Mr. Corrales, the plaintiff in this case; correct?

7 A. Correct.

8 Q. And that -- were you aware that he had been

9 contacted by Tiger Paulk regarding possible

10 representation?

11 A. Yes.

12 Q. And I take it when he shared this with --

13 this letter, Exhibit 49, with you, you saw the contents

14 of the letter. Correct?

15 A. With myself and the tribe.

16 Q. Okay. So who was all there? Was it yourself

17 and who all -- what other tribal members were there?

18 A. Myself, Rashel Reznor, Angelica Paulk.

19 Q. Okay. And the representation was going to be

20 to represent the tribe in potential litigation against

21 the California Gambling Control Commission and others.

22 Did you have that understanding?

23 A. That's correct.

24 Q. And after reviewing this letter, was there a

25 special tribal council meeting planned within a week?

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1 that legal -- that the tribal council had unanimously  
 2 approved --  
 3 A. Yes.  
 4 Q. -- Mr. Corrales' contract?  
 5 A. Yes.  
 6 Q. And this was after consulting with your  
 7 tribal consultant, Tiger Paulk; correct?  
 8 A. That's consulting with Tiger Paulk and  
 9 Mr. Corrales.  
 10 Q. Okay. Was that an in-person meeting?  
 11 A. No.  
 12 Q. A telephonic meeting, what, among the three  
 13 of you? You, Tiger, and Mr. Corrales?  
 14 A. Yes.  
 15 Q. How long did that conversation take?  
 16 A. I don't recall.  
 17 Q. And when you were having that conversation,  
 18 you already had his proposed fee agreement in hand;  
 19 true?  
 20 A. I can't recall. I'm -- hold on a second.  
 21 Yes, I believe that contract was sent on the 10th or --  
 22 I think we contacted him like three times. I think it  
 23 was the 10th.  
 24 Q. You sent the contract back to him on the  
 25 11th; correct?

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1 A. Yes.  
 2 Q. Via fax. And then you were going to mail him  
 3 the contract as well; correct?  
 4 A. That's correct.  
 5 MR. PEABODY: Why don't we take down that  
 6 exhibit and display Exhibit I, please.  
 7 (Exhibit I marked for identification.)  
 8 BY MR. PEABODY:  
 9 Q. Exhibit I is shown on this screen. It's  
 10 seven pages. Pages 3 through 7, if you count back, is  
 11 the hybrid contingency fee agreement with monthly rate,  
 12 which was the original fee agreement signed.  
 13 So let me move to that away from this first  
 14 page. Thank you.  
 15 I don't know if you -- have you seen this  
 16 document before, Ms. Burley? Or do you want me to  
 17 scroll down the five pages so that you know you've seen  
 18 it?  
 19 A. I've seen it.  
 20 Q. Okay. And is this a true and correct copy of  
 21 the hybrid contingency fee agreement with monthly rate  
 22 that you signed along with Mr. Corrales back in  
 23 December 2007?  
 24 A. Can you scroll all the way down so I can see  
 25 how many pages and what --

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1 Q. There's 1. There's 2, 3, 4, 5.  
 2 A. It's correct.  
 3 Q. Since we're on page 5 -- or 7 of 7 of the  
 4 entire exhibit -- this is the signature page to the fee  
 5 agreement. Do you see that?  
 6 A. Yes.  
 7 Q. And is that your signature under "California  
 8 Valley Miwok Tribe"?  
 9 A. Yes.  
 10 Q. And that's your printing under that as far as  
 11 your address and your name and your phone number; true?  
 12 A. Yes. True.  
 13 Q. And you -- were you signing that on behalf of  
 14 the California Valley Miwok Tribe?  
 15 A. Yes.  
 16 Q. And you'd had the authority of the tribal  
 17 council to enter into this contract as the person of  
 18 authority for the tribal council; correct?  
 19 A. Correct.  
 20 MR. WEST: Objection. Leading. Legal  
 21 conclusion.  
 22 THE WITNESS: Sorry.  
 23 BY MR. PEABODY:  
 24 Q. Is that correct, Ms. Burley?  
 25 A. That's correct.

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1 MR. WEST: Same objections.  
 2 BY MR. PEABODY:  
 3 Q. And the authority that you had received to  
 4 sign that was granted to you during the special tribal  
 5 council meeting of December 11, 2007, as described in  
 6 Exhibit 91; is that right?  
 7 A. Yes.  
 8 Q. Looking at the -- let me make it a little  
 9 bigger here. Looking at the five pages, were you aware  
 10 of any other pages to this agreement other than these  
 11 five pages?  
 12 A. Not that I recall.  
 13 Q. Does this document, as I scrolled through it,  
 14 was it altered in any way as far as the language of the  
 15 document on the one that you signed back in 2007? Let  
 16 me get it started here. I apologize.  
 17 A. Okay. So are --  
 18 Q. I'm showing you now the original 2007  
 19 document, the five pages that we previously --  
 20 A. It's the original because I had my -- my  
 21 initial on each page.  
 22 Q. Okay. That's where I was going next. So on  
 23 page 1, 2 -- and let the record reflect I'm scrolling  
 24 down -- 3, 4, and page 5 of that document, in the upper  
 25 right-hand corners, it's got your initials "SB" on all

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1 same phone conversation which you -- in which you came  
 2 to understand what you understand about the  
 3 relationship between Mr. Corrales and the judge?  
 4 A. Yes.  
 5 Q. So all the things you said earlier about what  
 6 you understand to be the relationship, that's all stuff  
 7 that Mr. Corrales told you on the phone?  
 8 A. Yes.  
 9 Q. And can you provide me an approximate date  
 10 for this discussion?  
 11 A. I can't -- I can't recall.  
 12 Q. Was that the only time that you discussed  
 13 this issue with Mr. Corrales?  
 14 A. That's true.  
 15 Q. And I don't mean to belabor this point.  
 16 Sometimes when people remind you of certain things, it  
 17 sometimes can trigger memories. And if you don't  
 18 remember, you don't remember, but I'm just going to  
 19 suggest a couple of things that -- that might assist  
 20 your recollection.  
 21 You said that Mr. Corrales said this, um,  
 22 with regard to learning that Judge Frazier had been  
 23 assigned to this case. Um, is it your understanding  
 24 that Mr. Corrales told you this somewhat close to -- in  
 25 time to when Mr. -- to when Judge Frazier was assigned

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1 to this case?  
 2 A. Um, it was when he found out that  
 3 Judge Frazier was getting this case. Then he was  
 4 excited about it. To me, I thought it was wrong.  
 5 Q. You -- you testified earlier about, um, the  
 6 BIA's identifying you as a, quote, "person of  
 7 authority."  
 8 A. Yes.  
 9 Q. Did you ever come to learn from the BIA or  
 10 anywhere else what the term, quote, "person of  
 11 authority" means?  
 12 A. The authority means that you can still be an  
 13 agent for the tribe between government-to-government.  
 14 Q. And how did you arrive at that understanding?  
 15 A. Being a chairperson for 22 years.  
 16 Q. Yeah, but did -- did, for example, anyone  
 17 from the BIA give you any sort of documentation or  
 18 explain to you what "person of authority" means?  
 19 A. You've seen all the documents. They stand as  
 20 I see them.  
 21 Q. So it's -- it's the documents that -- you  
 22 can't think of anything besides the documents we've  
 23 talked about today that explain what the term "person  
 24 of authority means"; am I correct?  
 25 A. From Jan Whipple, it just -- to me, it meant

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1 person of authority that can still go 638 contract  
 2 government-to-government and still  
 3 government-to-government relationships. That means  
 4 person of authority. I could still act as an agent for  
 5 the tribe.  
 6 Q. And I'm sorry. Mr. -- Ms. Whipple, what did  
 7 she tell you about the meaning of a person of  
 8 authority?  
 9 A. Her short letter was that the person of  
 10 authority could still act as the agent -- the  
 11 representing agent for 638 contract  
 12 government-to-government.  
 13 Q. Besides that letter, can you recall any  
 14 statement by anyone at the BIA explaining what a person  
 15 of authority -- of authority is?  
 16 A. I'm sure it's in letters, but I can't recall.  
 17 Q. Did anyone from the BIA tell you that you had  
 18 the authority to enter into contracts with third  
 19 parties like -- like attorneys --  
 20 A. Yes.  
 21 Q. -- on behalf of the tribe?  
 22 A. Yes.  
 23 Q. When?  
 24 A. When we got the GC-98 -- the resolution for  
 25 GC-98. It's all in there.

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1 Q. And so in that particular document, you  
 2 believe the -- the BIA informed you that you had the  
 3 authority to enter into contracts with third parties?  
 4 A. Yes. And when Manny first came up with his  
 5 contract, the very first one, he sent it into the  
 6 Bureau of Indian Affairs, and they sent it back and  
 7 said that you would have to go to the tribe because  
 8 it's up to the tribe to enter into contracts.  
 9 Q. Okay. So I'm -- you're talking about the  
 10 GC-98-01?  
 11 A. Uh-huh.  
 12 Q. And I'm talking about any other instance  
 13 where, to your understanding, the BIA informed you that  
 14 you had the authority to enter into contracts with  
 15 third parties on the tribe's behalf. You have --  
 16 A. It's asked and answered because you keep  
 17 coming up with the same question, and it's the same  
 18 answer for me.  
 19 Q. So the same answer as GC-98-01; is that  
 20 right?  
 21 A. We still go by that today.  
 22 Q. And --  
 23 MR. WEST: I have no other questions.  
 24 MR. PEABODY: Give us two seconds.  
 25 Anybody else have any questions?

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1 MR. WAIAN: This is James Waian. I don't  
2 have any questions.  
3 MR. PEABODY: Thank you.  
4 MR. LEPSCH: This is Peter. No questions for  
5 me. Thanks.  
6 MR. PEABODY: All right. Madam Court  
7 Reporter, I don't know if you're -- are you in  
8 Southern California or Northern California? I know we  
9 treat the originals differently.  
10 THE REPORTER: I'm in Southern California.  
11 MR. PEABODY: Okay. Mr. West, I'm going to  
12 propose -- I don't know if you're familiar with the way  
13 that we do things down here, but I know it's different.  
14 We don't do per Code.  
15 I was going to propose the stipulation that  
16 we allow the original to be sent to counsel for  
17 Ms. Burley; she'll be given 30 days to read it, sign  
18 it, make any corrections; and her counsel will notify  
19 all parties that she's signed it and of any changes  
20 that she makes within 45 days of their receipt of the  
21 transcript.  
22 Do you want to maintain custody of the  
23 original, or do you want me to, Mr. West?  
24 MR. WEST: You can go ahead. I'm -- I'm not  
25 that --

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1 MR. PEABODY: Once it's signed, it can be  
2 returned to us; we will have it for safekeeping and  
3 make it available at any hearing or trial; in the event  
4 the original is lost, unsigned, or otherwise  
5 unavailable, a certified copy can be used as though it  
6 were the original.  
7 Everybody okay with that?  
8 MR. WEST: All good.  
9 MR. LEPSCH: That's fine.  
10 MR. WAIAN: That's fine.  
11 THE REPORTER: Any copy orders?  
12 MR. PEABODY: Pardon me?  
13 THE REPORTER: I'm sorry to interrupt. I was  
14 asking for copy orders.  
15 MR. WEST: I don't believe I need a rough,  
16 but I do need a copy.  
17 THE REPORTER: Okay.  
18 MR. LEPSCH: Same here, please.  
19 MR. WAIAN: Yes --  
20 MR. PEABODY: We get one with the original.  
21 MR. WAIAN: James Waian. Same thing here.  
22 THE REPORTER: Okay.  
23 THE VIDEOGRAPHER: This concludes --  
24 MR. PEABODY: Ms. Burley, thank you for your  
25 patience, and it's my pleasure to meet you today, and

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1 have a great afternoon. Thank you.  
2 THE WITNESS: You too.  
3 THE VIDEOGRAPHER: This concludes today's  
4 deposition given by Silvia Burley. Time off the record  
5 is 3:53 p.m.  
6 (The proceedings concluded at 3:53 p.m.)  
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1 DEPONENT'S DECLARATION UNDER PENALTY OF PERJURY  
2  
3 I, SILVIA BURLEY, hereby declare under penalty of  
4 perjury under the laws of the State of California that  
5 I have read the foregoing deposition transcript.  
6 Corrections, additions, and/or changes, if any, were  
7 noted in ink, and the same is now a full, true, and  
8 correct transcript of my testimony.  
9 Executed this \_\_\_\_ day of \_\_\_\_\_,  
10 2021, at \_\_\_\_\_,  
11 California.  
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SILVIA BURLEY

Deposition of  
SILVIA BURLEY

CORRALES, JR. V. THE CA GAMBLING CONTROL COMM  
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1 DEPONENT'S CHANGES OR CORRECTIONS

2 Note: If you are adding to your testimony, print the

3 exact words you want to add. If you are deleting from

4 your testimony, print the exact words you want to

5 delete. Specify with "Add" or "Delete" and sign this

6 form.

7 DEPOSITION OF: SILVIA BURLEY

8 CASE: CORRALES VS. THE CALIFORNIA

9 GAMBLING CONTROL COMMISSION

10 DATE OF DEPOSITION: WEDNESDAY, MAY 26, 2021

10	PAGE	LINE	CHANGE/ADD/DELETE
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23	_____	_____	_____
24	_____	_____	_____
25	Deponent's Signature _____		Date _____

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1 REPORTER'S CERTIFICATE

2 STATE OF CALIFORNIA )

3 ) SS.

4 COUNTY OF RIVERSIDE )

5 I, VICTORIA A. GIFFORD, a certified

6 shorthand reporter for the State of California, do

7 hereby certify:

8 That prior to being examined, the witness

9 named in the foregoing deposition solemnly stated to

10 testify to the truth, the whole truth, and nothing but

11 the truth;

12 That the said deposition was taken down by

13 me remotely in stenotype at the time and place therein

14 stated and thereafter reduced to typewriting under my

15 direction, and that the deposition transcript is a true

16 and correct record of the proceedings here held.

17 I further certify that I am not of counsel


18 or attorney for any of the parties hereto or in any way

19 interested in the event of this cause and that I am not

20 related to any of the parties thereto.

21 Dated this 11th day of June, 2021.

22

23 

24 VICTORIA A. GIFFORD

25 Certified Shorthand Reporter  
License No. 10328

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1 DEPONENT'S CHANGES OR CORRECTIONS

2 Note: If you are adding to your testimony, print the

3 exact words you want to add. If you are deleting from

4 your testimony, print the exact words you want to

5 delete. Specify with "Add" or "Delete" and sign this

6 form.

7 DEPOSITION OF: SILVIA BURLEY

8 CASE: CORRALES VS. THE CALIFORNIA

9 GAMBLING CONTROL COMMISSION

10 DATE OF DEPOSITION: WEDNESDAY, MAY 26, 2021

10	PAGE	LINE	CHANGE/ADD/DELETE
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24	_____	_____	_____
25	Deponent's Signature _____		Date _____

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**EXHIBIT “8”**



## United States Department of the Interior

OFFICE OF THE SECRETARY  
Washington, DC 20240

DEC 30 2015

Ms. Silvia Burley  
c/o Robert A. Rosette, Esq.  
Rosette, LLP  
565 W. Chandler Boulevard, Suite 212  
Chandler, Arizona 85225

Dear Ms. Burley:

The California Valley Miwok Tribe (CVMT, Tribe) has been the subject of an internal leadership dispute for years. In December 2013, the U.S. District Court for the District of Columbia (District Court) vacated and remanded a 2011 decision by the Assistant Secretary – Indian Affairs (AS-IA) to review questions of tribal membership and government.

The Department of the Interior (Department) is loath to become involved in tribal membership disputes because of potential interference with tribal self-determination and inherent sovereignty. However, in many instances the Department has assisted in the initial organization of an unorganized tribe. In this case, the reorganization of the Tribe has never properly occurred, leaving questions as to the overall membership of the Tribe.

The factual and procedural history of this dispute has been described at length in decisions by the Interior Board of Indian Appeals (IBIA), the District Court, and the U.S. Court of Appeals for the District of Columbia Circuit (Circuit Court).<sup>1</sup> For purposes of this decision, I set out only the essential facts.

### Background

In 1916, the United States acquired a parcel of approximately one acre in Sheep Ranch, California, for the benefit of Mewuk<sup>2</sup> Indians living in that area of Calaveras County. The land became the Sheep Ranch Rancheria (Rancheria). The lone Indian residing on the Rancheria in 1935, Jeff Davis, was allowed to vote on whether to accept the Indian Reorganization Act (IRA). An Indian residing on the Rancheria in 1967, Mabel Hodge Dixie, was identified as the distributee of the Rancheria assets. Mabel's son, Yakima Dixie (Mr. Dixie), has been the

<sup>1</sup> See *CVMT v. Pacific Regional Director*, BIA, 51 IBIA 103 (IBIA 2010); *California Valley Miwok Tribe v. United States*, 424 F. Supp. 2d 197 (D.D.C. 2006) (“*CVMT I*”); *California Valley Miwok Tribe v. United States*, 515 F.3d 1262 (D.C. Cir. 2008) (“*CVMT II*”); *California Valley Miwok Tribe v. Jewell*, 5 F. Supp. 3d 86 (D.D.C. 2013) (“*CVMT III*”).

<sup>2</sup> Also spelled Miwok, Mi-Wuk, or Me-Wuk. Writing in 1906, Special Agent C.E. Kelsey used “Miwak.” The former name of the federally recognized Tribe was “Sheep Ranch Rancheria of Me-Wuk Indians of California.” The current name is the “California Valley Miwok Tribe.”

(5)

only Indian resident of the Rancheria since Mabel's death. Mr. Dixie purported to enroll Silvia Burley (Ms. Burley) and her family (Burley Family)<sup>3</sup> in the Tribe in 1998. Since 1999, Mr. Dixie and Ms. Burley have competed for control of the Tribe, which has resulted in protracted litigation. In 2010, IBIA referred to AS-IA a claim by Ms. Burley that "effectively implicate[d] a tribal enrollment dispute."<sup>4</sup> In 2011, the AS-IA issued a decision stating that the Tribe had five members and was governed by a General Council comprising the adults among those five members. In 2013, the District Court vacated and remanded the AS-IA's decision, directing AS-IA to "determine whether the [Tribe's] membership had been properly limited" to just Mr. Dixie and the Burley family,<sup>5</sup> and ensure that the tribal government consists of "valid representatives of the [tribe] as a whole."<sup>6</sup>

### The Sheep Ranch Rancheria

In 1915, Special Agent John Terrell sent the Commissioner of Indian Affairs a letter with "a census of the Indians designated 'Sheepranch Indians,'" (sic), describing the group as "the remnant of once quite a large band of Indians in former years living in and near the old decaying mining town known and designated on the map as 'Sheepranch.'"<sup>7</sup> Importantly, Agent Terrell also noted that "to some extent the Indians of Sheepranch, Murphys, Six-Mile, Avery and Angles are interchangeable in their relations."<sup>8</sup> All of those towns are located in Calaveras County, California.

In 1916, the Federal Government purchased a one acre lot in the town of Sheep Ranch for the benefit of the Indians identified by Terrell.<sup>9</sup> Because the parcel was so small, only a few members of the group could reside on it at any one time; many Indians associated with the community did not reside on the Rancheria.

In 1929, the Bureau of Indian Affairs (BIA) conducted a census of the Indians of Calaveras County, which identified 147 Indians, mostly Miwuk, but also some Tuolumne.<sup>10</sup> The census included children of mixed Miwuk/Tuolumne, and mixed Indian/non-Indian, ancestry.

In 1935, pursuant to the mandate of the Indian Reorganization Act (IRA),<sup>11</sup> BIA held referendum elections in which the adult Indians of reservations voted on whether to reject the application of the IRA. The BIA found only one eligible adult Indian, Jeff Davis, to be residing on the Rancheria.

---

<sup>3</sup> Silvia Burley, her daughters Rashel Reznor and Anjelica Paulk, and Rashel's daughter Tristian Wallace.

<sup>4</sup> 51 IBIA 103, 105 (IBIA 2010).

<sup>5</sup> *CVMT III* at 99.

<sup>6</sup> *Id.* at 100, quoting *Seminole Nation v. Norton*, 223 F. Supp. 2d 122, 140 (D.D.C. 2002).

<sup>7</sup> Attachment A: 1915 Terrell Census

<sup>8</sup> Presumably "Angles" referred to Angel's Camp, about 5 miles southwest of Murphys and 15 miles southwest of Sheep Ranch.

<sup>9</sup> In 2006, the District Court suggested that the Sheep Ranch Rancheria was the same parcel occupied by Peter Hodge and his family in 1915. *CVMT I* at 197-98 (D.D.C. 2006). The record shows that Hodge resided two and a half miles north of Sheep Ranch, while the parcel acquired by the United States was within the town itself.

<sup>10</sup> Attachment B: 1929 Census.

<sup>11</sup> 48 Stat. 984 (1934).

The California Rancheria Act of 1958, amended in 1964,<sup>12</sup> authorized the termination of Federal recognition of California Rancherias by distributing each rancheria's assets to the Indians of the rancheria. The process required the development of a distribution plan identifying the distributees. At that time, the Rancheria was occupied by Mr. Dixie's mother, Mabel Hodge Dixie, along with Merle Butler.<sup>13</sup> On February 9, 1967, Mabel Dixie, as the sole eligible Indian resident, voted to terminate the Rancheria. The BIA transferred title of the Rancheria's land to Mabel in April or May of 1967. In September of 1967, however, the BIA asked Mabel to quitclaim the parcel back to the United States, apparently to ensure that all of BIA's duties under the California Rancheria Act were completed before BIA transferred title to Mabel. Mabel executed the quitclaim on September 6, 1967, but no other action was taken with respect to the title prior to Mabel's death on July 1, 1971. The Tribe was never terminated.<sup>14</sup>

On November 1, 1971, the Office of Hearings and Appeals (OHA) issued its "Determination of Heirs" of Mabel Dixie.<sup>15</sup> The OHA determined that Merle Butler, as Mabel's husband, inherited 2/6 of Mabel's trust or restricted estate, and each of her 4 sons inherited 1/6. Accordingly, the title to the Rancheria land is held in trust by the United States for Mabel Dixie's heirs, who have an undivided, inheritable, beneficial interest in the land.

**Membership in CVMT is not limited to five people.**

All of the Federal court decisions examining the CVMT dispute make clear that the Tribe is not limited to five individuals. The BIA decision under review in *CVMT I* plainly rejected the 1998 CVMT Constitution offered by Ms. Burley as controlling the Tribe's organization because it had not been ratified by the "whole tribal community."<sup>16</sup> This conclusion necessarily reflected the court's consideration and rejection of the contention that the Tribe consisted solely of five people.

In affirming *CVMT I*, the Circuit Court in *CVMT II* emphasized that the Tribe had more than five people:

This case involves an attempt by a small cluster of people within the California Valley Miwok tribe ("CVM") to organize a tribal government under the Act. CVM's chairwoman, Silvia Burley, and a group of her supporters adopted a constitution to govern the tribe without so much as consulting its membership.<sup>17</sup>

<sup>12</sup> 72 Stat. 619 (1958). 78 Stat. 390 (1964).

<sup>13</sup> The record indicates that Merle Butler was the common-law husband of Mabel Dixie. According to a memorandum dated January 5, 1966, signed by the BIA Tribal Operations Officer, Mr. Butler agreed that Mabel Dixie should receive title to the Rancheria. Attachment D.

<sup>14</sup> "The Sheep Ranch Rancheria of Me-Wuk Indians of California" was included on every list of federally recognized tribes published in the Federal Register from the first such publication in 1979, at 44 Fed. Reg. 7235. Silvia Burley and Rashel Reznor, as the Tribal Council, adopted a Resolution changing the name of the Tribe to the California Valley Miwok Tribe on March 6, 2000. The BIA began using the new name no later than October 31, 2001. The list published in 2002 noted that the Tribe had changed its name to California Valley Miwok Tribe, and it has been identified as such in every subsequent list of federally recognized tribes.

<sup>15</sup> Attachment C.

<sup>16</sup> March 26, 2004, letter, Superintendent to Burley; cited in *CVMT I* at 200 - 203; quoted in *CVMT II* at 1265-66; and quoted in *CVMT III* at 93.

<sup>17</sup> *CVMT II* at 1263.

Lastly, in *CVMT III*, the District Court vacated the AS-IA's 2011 determination that the Tribe comprised just five people. It is true that the District Court remanded to the AS-IA the question of tribal membership, but only after noting that "the record is replete with evidence that the Tribe's membership is potentially significantly larger than just these five individuals."<sup>18</sup> As suggested by the District Court in *CVMT III*, and held by *CVMT I and II*, the record shows that there are far more than five people eligible to take part in the organization of the Tribe.

The term "rancheria" has been used to refer both to the land itself, and to the Indians residing thereon; which is to say, "rancheria" is synonymous with both "reservation" and "tribe." Few rancherias organized under the IRA prior to passage of the California Rancheria Act in 1958. In most instances, lands were acquired for the benefit of a band of Indians identified by Indian Agents C.E. Kelsey and John Terrell. In many instances, as in the circumstance for Sheep Ranch, a rancheria was not large enough for all members of the band to take up residence. Nonetheless, BIA field officials remained cognizant of the Indians of a band associated with, but not residing upon, each rancheria.<sup>19</sup> When a parcel on a rancheria came available, BIA would assign the land to such a non-resident Indian who was associated with the band, if possible. Thus, such associated band Indians who were non-residents were potential residents. And since membership in an unorganized rancheria was tied to residence, potential residents equated to potential members.

With this understanding of the Department's dealings with the California Rancherias and in light of the rulings in *CVMT I, II* and *III*, I conclude that the Tribe's membership is not properly limited to Mr. Dixie and the Burley family. Given Agent Terrell's 1915 census of the "Indians designated 'Sheepranch Indians,'" and the 1916 acquisition of land by the United States for the benefit of the Mewuk Indians residing in the Sheep Ranch area of Calaveras County, California, I find that for purposes of reorganization, the Tribe's membership is properly drawn from the Mewuk Indians for whom the Rancheria was acquired and their descendants. The history of the Rancheria, supported by the administrative record, demonstrates that this group consists of: (1) the individuals listed on the 1915 Terrell Census and their descendants; (2) the descendants of Rancheria resident Jeff Davis (who was the only person on the 1935 IRA voters list for the Rancheria); and (3) the heirs of Mabel Dixie (the sole Indian resident of the Rancheria eligible to vote on its termination in 1967) as identified by OHA in 1971 and their descendants (Dixie Heirs) (all three groups collectively identified herein as the Eligible Groups).<sup>20</sup>

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<sup>18</sup> *CVMT III* at 98.

<sup>19</sup> A January 3, 1935, memorandum from the Indian Office provided population information for many Rancherias. It listed the "total population" at Sheep Ranch as 16. Attachment E. Yet the following June, only one adult Indian was found to be *residing on* the Reservation and thus eligible to vote in the IRA referendum.

<sup>20</sup> As one of the Dixie Heirs, Mr. Dixie is part of the group of individuals from whom the Tribe's membership is drawn. He would also be eligible for membership given that for years, he has been the only Indian residing on the Rancheria. See 25 U.S.C. § 479 (IRA's defining "tribe" as, inter alia, "the Indians residing on one reservation"). The *CVMT III* court expressed concern that the enrollment of the Burley family prejudiced the interests of Mr. Dixie's brother Melvin. The BIA's decision to strengthen a dwindling tribe by facilitating the enrollment of a family of relatives was an appropriate step to the benefit of Mr. Dixie and Melvin as well as to the Burley family. The ensuing difficulties were unforeseeable, and do not convert a reasonable agency decision into a lapse of trust duty. Melvin passed away in 2009 without issue. Attachment F.

The record also indicates that the Indians named on the 1915 Terrell Census had relatives in other Calaveras County communities.<sup>21</sup> In 1929, the BIA conducted a census (1929 Census) of the Indians of Calaveras County, which identified 147 Indians – mostly Miwok, but also some Tuolumne. The census included children of mixed Miwok/Tuolumne, and mixed Indian/non-Indian ancestry. Accordingly, including the descendants of the Miwok Indians identified on the 1929 Census as eligible to take part in the organization of the Tribe may be of proper in light of Agent Terrell’s conclusion that “to some extent the Indians of Sheepbranch, Murphys, Six-Mile, Avery and Angles are interchangeable in their relations.”<sup>22</sup> Whether the descendants of the Miwoks identified in the 1929 Census shall be included in the organization of the CVMT is an internal tribal decision that shall be made by the individuals who make up the Eligible Groups.

To the extent the Burley Family is among the individuals who make up the Eligible Groups, I encourage them to participate in the Tribe’s reorganization efforts as discussed below.<sup>23</sup> If the Burley Family cannot demonstrate that they are part of the Eligible Groups, I leave to the Tribe, as a matter of self-governance and self-determination to clarify the membership status of the Burley Family.

**The United States does not recognize leadership for the CVMT government.**

For purposes of administering the Department’s statutory responsibilities to Indians and Indian tribes, I must ensure that CVMT leadership consists of valid representatives of the Tribe as a whole. Both parties point to documents supporting their claim to be valid representatives of the Tribe. I find I cannot accept either party’s claims.

Ms. Burley points to the 1998 Resolution as the basis for her leadership.<sup>24</sup> At the time of its enactment, the 1998 Resolution undoubtedly seemed a reasonable, practical mechanism for establishing a tribal body to *manage the process* of reorganizing the Tribe. But the actual reorganization of the Tribe can be accomplished only via a process open to the whole tribal community.<sup>25</sup> Federal courts have established, and my review of the record confirms, the people who approved the 1998 Resolution (Mr. Dixie, Ms. Burley, and possibly Ms. Burley’s daughter Rashel Reznor) are not a majority of those eligible to take part in the reorganization of the Tribe.<sup>26</sup> Accordingly, I cannot recognize the actions to establish a tribal governing structure taken pursuant to the 1998 Resolution. Ms. Burley and her family do not represent the CVMT. \*

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<sup>21</sup> Attachment A.

<sup>22</sup> Attachment A.

<sup>23</sup> The district court expressed concerns about Mr. Dixie’s 1998 enrollment of the Burley family. *CVMT III* at 99. Testimony evidence in the record shows that Mr. Dixie required evidence of Ms. Burley’s connection to the Miwok Indians of Sheep Ranch and suggests that the Burley family qualifies for inclusion in the Eligible Groups. In a 2004 deposition, Ms. Burley testified that “it was confirmed that his grandma and my grandpa were brother and sister.” Attachment G, at 106. If documentary evidence supports Ms. Burley’s testimony, the Burley family must be accorded the same right to take part in the reorganization of the Tribe as all other persons in the Eligible Groups.

<sup>24</sup> Attachment I.

<sup>25</sup> *CVMT II* at 44; *CVMT III* at 97.

<sup>26</sup> *CVMT II* at 44; *CVMT III* at 98.

In 2006, Mr. Dixie and others purported to ratify a Constitution, Attachment J, which set out membership criteria (Part 6) and a list of twelve people (including Ms. Burley) as the “Base Enrollment of the Tribe” (Part 7). The last section of the 2006 Constitution, “Part 11, Ratification and Confirmation,” lists thirteen people, twelve of whom signed the document. There is no other text in Part 11 to explain the significance of the signatures or to shed light on whether or how the 2006 Constitution was ratified. Thus, there is nothing in the text of the 2006 Constitution that shows it was ratified via a process that provided broad notice to persons eligible to take part in the Tribe’s organization. I cannot, therefore, find the 2006 Constitution to be validly enacted.

In July 2013, Mr. Dixie and others purported to ratify a new Constitution.<sup>27</sup> Under the 2013 Constitution, tribal membership eligibility criteria included anyone whose name appeared on, or anyone descended from someone whose name appeared on: the Terrell Census, the list of Miwok Indians on the 1929 Census, the 1935 IRA voters list for the Rancheria, or the list of Dixie Heirs. However, the record is silent on the effort to notify all those eligible to take part in the organization of the Tribe to ratify the 2013 Constitution.<sup>28</sup> For purposes of this decision, I find that Mr. Dixie has not demonstrated that the 2013 Constitution was validly ratified.<sup>29</sup> But I do not foreclose the possibility that Mr. Dixie may provide additional evidence that could demonstrate adequate notice for BIA’s acceptance of the 2013 Constitution.

### Conclusion

Responding to the court’s remand, I conclude that the Tribe’s membership is more than five people, and that the 1998 General Council does not consist of valid representatives of the Tribe. I further conclude that the individuals who make up the Eligible Groups must be given opportunity to take part in the reorganization of CVMT. At the discretion of the Eligible Groups, the Miwok Indians named on the 1929 Census and their descendants may be given that opportunity to participate in the reorganization of CVMT.

I find that Mr. Dixie has not proven that the 2013 Constitution was validly ratified. I authorize the BIA Pacific Regional Director (RD) to receive additional submissions from Mr. Dixie for the purpose of establishing whether the 2013 Constitution was validly ratified. As an alternative, I encourage the Tribe to petition for a Secretarial election under 25 C.F.R. Part 81 within 90 days of this decision.

Pursuant to today’s decision, the RD will work with the Eligible Groups to help the Tribe attain its manifest goal of reorganizing. This is a role that BIA has undertaken in other situations involving California Rancherias.

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<sup>27</sup> Attachment K.

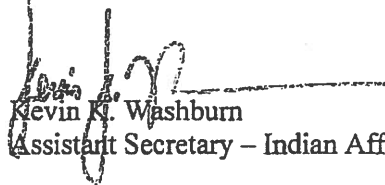
<sup>28</sup> Mr. Dixie did not provide evidence that outreach to the greater tribal community was part of the drafting or ratification of the Constitution. Rather, the text of the Constitution itself indicates that the organizers had established a tribal membership roll *prior* to ratifying the Constitution (Section II(a); II(e)), had defined the “electorate” as adults on the membership roll (Section IV(a)), and had purported to ratify the Constitution via a vote of the electorate (Section XVIII(a)).

<sup>29</sup> The “Certificate of Results of Election” within Article XIII, “Adoption of Constitution,” suggests that the adoption of the 2013 Constitution was “pursuant to the 2006 Constitution.” Having rejected the 2006 Constitution, I cannot accept that the 2013 Constitution was validated by a process in the 2006 Constitution.

The Pacific Regional Office has suggested a number of revisions to the 2013 Constitution submitted by Mr. Dixie.<sup>30</sup> If the RD concludes that the 2013 Constitution was validly ratified, I urge the Tribe to work with BIA to revise and amend its Constitution, as appropriate.

This decision is a final agency action.

Sincerely,

  
Kevin K. Washburn  
Assistant Secretary – Indian Affairs

Attachments:

- A. 1915 Terrell Census
- B. 1929 Census
- C. 1971 OHA determination of heirs
- D. 1966 BIA memo re Mabel and Merle
- E. 1935 Indian Office Memo with Rancheria censuses
- F. 2009 Melvin Dixie Death Index
- G. 2004 Burley deposition, selection
- H. 2015 Wilmer Hale letter
- I. 1998 GC resolution
- J. 2006 Dixie Constitution
- K. 2013 Dixie Constitution
- L. 2013 BIA comments on Dixie 2013 Constitution

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<sup>30</sup> Attachment L.

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**EXHIBIT “9”**



## United States Department of the Interior

OFFICE OF THE SECRETARY  
Washington, DC 20240

MAY 31 2022

### Memorandum

To: Amy Dutschke  
Regional Director, Pacific Region

From: Bryan Newland   
Assistant Secretary – Indian Affairs

Subject: California Valley Miwok Tribe leadership dispute

For many years, the federally-recognized California Valley Miwok Tribe (CVMT or the “Tribe”) has been embroiled in a leadership dispute.

In the early 2000s, a leadership dispute between factions led by Yakima Dixie and Silvia Burley (the “Dixie Faction” and the “Burley Faction,” respectively) resulted in an initial decision by the Superintendent, Central California Agency (Agency), dated March 26, 2004. The Superintendent concluded: (1) there was no evidence that the Tribe had ever formally organized; (2) the greater Tribal community must be provided an opportunity to participate in any such organization; and, (3) Mr. Dixie and Burley Family collectively were not representative of the greater tribal community.<sup>1</sup>

The 2004 Superintendent decision and the points identified therein have given rise to multiple challenges and decisions at every level of the Department of the Interior (Department), and administrative, state, and federal tribunals. In 2015, then-Assistant Secretary – Indian Affairs (AS – IA) Kevin Washburn issued a decision (the “Washburn Decision”) identifying the criteria that individuals must satisfy to be eligible to take part in the initial organization of the Tribe.<sup>2</sup> The Washburn Decision provided that the Regional Director would “work with the Eligible Groups to help the Tribe attain its manifest goal of reorganizing.”<sup>3</sup> The Department has successfully defended the Washburn Decision.<sup>4</sup>

In 2019, various parties challenged the factual conclusions underpinning the Washburn Decision during a Secretarial Election conducted to organize the Tribe. In light of these challenges, the

<sup>1</sup> Letter, Superintendent Dale Risling to Silvia Burley, at 1 (Mar. 26, 2004).

<sup>2</sup> Decision Letter, Kevin Washburn, Assistant Sec’y – Indian Affairs, to Yakima Dixie and Silvia Burley (Dec. 30, 2015) [*hereinafter* Washburn Decision].

<sup>3</sup> AS – IA Washburn’s Decision letter refers to *reorganization* rather than *organization*. See generally Washburn Decision. Reviewing courts found and appellate courts have affirmed that the tribe has never in fact organized. *Cal. Valley Miwok Tribe v. Zinke*, No. 2:16-cv-01345, 2017 WL 2379945 at \*6 (E.D. Cal. June 1, 2017), *aff’d*, Ninth Cir. No. 17-16321, 2018 WL 6519507 (9th Cir. Dec. 11, 2018). With the benefit of hindsight, the Washburn Decision should have used the term *organization* to clearly denote the fact that the Tribe’s status as not having organized.

<sup>4</sup> E.g., *Cal. Valley Miwok Tribe v. Zinke*, No. 2:16-cv-01345, 2017 WL 2379945 (E.D. Cal. June 1, 2017), *aff’d*, Ninth Cir. No. 17-16321, 2018 WL 6519507 (9th Cir. Dec. 11, 2018).

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Office of Federal Acknowledgment (OFA) reviewed the genealogical record and determined that AS – IA Washburn relied on factually inaccurate genealogy in issuing the Washburn Decision. As a result, many individuals whom AS – IA Washburn sought to include as part of the greater Tribal community and as eligible to participate in the Tribe’s organization were barred from participation.

I have reviewed this matter and I hereby revise the Washburn Decision to include the descendants of the Miwok Indians listed on the Indian Census Roll for Calaveras County, dated June 30, 1929 (the “1929 Census”) among the “Eligible Groups” able to take part in the initial organization of the Tribe for the reasons set out below. Except for this single revision, I reiterate and endorse the Washburn Decision in full as an authoritative statement of the Department’s position regarding the Tribe’s legal status and eligibility for initial organization. I further incorporate the entirety of the Washburn Decision by reference, except as superseded by this narrow revision.

The Washburn Decision recognized the Tribe’s “manifest goal” of organizing. It identified the criteria for eligibility to take part in the initial organization process. After reciting the history of the Tribe, Mr. Washburn concluded:

I find that for purposes of reorganization, the Tribe’s membership is properly drawn from the Mewuk Indians for whom the Rancheria was acquired and their descendants. The history of the Rancheria, supported by the administrative record, demonstrates that this group consists of: (1) the individuals listed on the 1915 Terrell Census and their descendants; (2) the descendants of Rancheria resident Jeff Davis (who was the only person on the 1935 IRA voters list for the Rancheria); and (3) the heirs of Mabel Dixie (the sole Indian resident of the Rancheria eligible to vote on its termination in 1967) as identified by OHA in 1971 and their descendants (Dixie Heirs) (all three groups collectively identified herein as the Eligible Groups).

The record also indicates that the Indians named on the 1915 Terrell Census had relatives in other Calaveras County communities. In 1929, the BIA conducted a census (1929 Census) of the Indians of Calaveras County, which identified 147 Indians – mostly Miwok, but also some Tuolumne. The census included children of mixed Miwok – Tuolumne, and mixed Indian – non-Indian ancestry. Accordingly, including the descendants of the Miwok Indians identified on the 1929 Census as eligible to take part in the organization of the Tribe may be of proper in light of Agent Terrell’s conclusion that “to some extent the Indians of Sheepranch, Murphys, Six-Mile, Avery and Angles are interchangeable in their relations.” Whether the descendants of the Miwoks identified in the 1929 Census shall be included in the organization of the CVMT is an internal tribal decision that shall be made by the individuals who make up the Eligible Groups.<sup>5</sup>

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<sup>5</sup> Washburn Decision at 4-5.

In October 2018, the greater Tribal community petitioned for a Secretarial election pursuant to 25 C.F.R. Part 81 (Part 81).<sup>6</sup> Mindful of AS – IA Washburn’s directive that descendants of individuals listed on the 1929 Census would only be permitted to take part in the organizational effort if the Eligible Groups chose to allow them, the Bureau of Indian Affairs (BIA) Pacific Regional Office studied the eligible voters list that the petitioners presented. The Region found that nearly all the people on the list, including Ms. Burley and her family, are descendants of an individual named John Jeff. The BIA found evidence in its records showing that John Jeff was the son of Jeff Davis, the sole Indian residing on the Rancheria in 1935, and thus that the descendants of John Jeff qualified as members of the Eligible Groups under the Washburn Decision by virtue of their descendency from Jeff Davis. Additionally, the actions of the greater Tribal community evidenced a widespread belief that the descendants of John Jeff constituted a portion of the greater Tribal community, such as including descendants of John Jeff in both a 2013 tribal election to adopt a constitution and the 2018 Part 81 petition. The BIA thus proceeded with the regulatory process to call and to conduct a Secretarial election.

The evidence before the Department in 2015 indicated that John Jeff’s descendants comprise nearly the entirety of the greater Tribal community. The record clarifies that the greater Tribal community has considered and do consider John Jeff’s descendants to be members.<sup>7</sup> Many of John Jeff’s descendants have participated in Tribal affairs for decades.

In January 2019, two descendants of the Eligible Groups, descended from the 1915 Terrell Census, wrote to then-AS – IA Tara Sweeney, challenging BIA’s determination that John Jeff was the son of Jeff Davis and alleging that an election carried out with participation by the John Jeff descendants would be invalid under the Washburn decision.<sup>8</sup> In response, AS – IA Sweeney directed the OFA to scrutinize the record. The OFA found substantial, credible evidence showing that Jeff Davis had one child, a son who died without issue. The OFA also found credible evidence showing that John Jeff was the son of a man named “Indian Jeff,” who was a different individual than Jeff Davis. The OFA therefore concluded that John Jeff was not the son of Jeff Davis and that, as a result, a significant number of individuals who had participated in the Secretarial election were not members of an Eligible Group. Instead, those individuals were

<sup>6</sup> Letter, James F. Rusk, to Superintendent Troy Burdick (Oct. 26, 2018).

<sup>7</sup> E.g., *Cal. Valley Miwok Tribe v. United States*, Case No. CIV S-02-0912, Deposition of Silvia Burley (Feb. 23, 2004), at 40:10-22 (Mrs. Burley stating “...my grandfather’s father was Johnny Jeff ...”); *Cal. Valley Miwok Tribe v. United States*, No. 2:02-cv-0912, Dkt. No. 65 (E.D. Cal. May 11, 2004); See Brief of Chief Yakima Dixie and the Tribal Council of the California Valley Miwok Tribe at 24 (on file with AS-IA, submitted May 3, 2011) (“Because membership is defined by descent from known Tribe members, all of the descendants of these individuals have a legitimate claim to Tribal membership and are entitled to participate in the initial organization of the Tribe. There is no basis for restricting participation to any subset of these descendants.”); See First Amended Complaint, *Cal. Valley Miwok Tribe v. Salazar*, No. 1:11-cv-160 (D.D.C.), (Dkt. 32), ¶ 6 (“all lineal descendants of the Tribe’s original 11 members (circa 1915) were members of the Tribe in 1998 and were entitled to participate in any organization effort”); See Regional Director’s decision letter, Sep. 11, 2017 at 2 (“It appears that a majority of those who participated in the 2013 constitutional election and all of the Burley Group descend from Rancheria resident Jeff Davis”).

<sup>8</sup> See Letter, Leon Mendibles, to Tara Sweeney, Assistant Sec’y – Indian Affairs (Jan. 18, 2019). The record contains similar letters from parties who identified neither their own enrollment status nor interest in the proceedings. In March 2019, Senator Dianne Feinstein (D-CA) wrote to AS – IA Sweeney, urging the importance of validating the genealogy, and eligibility, of the persons voting in the Secretarial election, attaching the Mendibles letter and others. See Letter, Sen. Dianne Feinstein (D-CA) to Tara Sweeney, Assistant Sec’y – Indian Affairs (Mar. 6, 2019).

descendants of John Jeff who appeared on the 1929 Census and were only eligible to participate with the permission of the Eligible Groups.<sup>9</sup> The Regional Director accordingly issued a decision invalidating the Secretarial election.<sup>10</sup>

In late 2021, the BIA again initiated the organizational process.<sup>11</sup> In early December, the Department received arguments from the descendants of John Jeff that disqualification of this group based on newly corrected genealogical information was contrary to the plain intent of the Washburn Decision.<sup>12</sup> On March 28, 2022, I instructed the Pacific Region to pause the Tribe's organizational process pending consideration as to whether to revise the Washburn Decision to reflect the updated facts.<sup>13</sup>

A factual inaccuracy has manifested in this process. Until OFA's 2019 review of the record, AS-IA proceeded under the factually inaccurate assumption that John Jeff was the son of Jeff Davis. The evidence before AS – IA Washburn showed, *incorrectly*, that the descendants of John Jeff were descendants of Jeff Davis. Nothing in the record, nor in the Washburn Decision, indicates that AS – IA Washburn understood that many of the people whom the BIA identified as the greater Tribal community were not descendants of Jeff Davis. Rather, the record is replete with evidence indicating that John Jeff was a descendant of Jeff Davis – including judicial admissions and statements under oath by individuals from the greater Tribal community indicating their understanding that John Jeff was a descendant of Jeff Davis.<sup>14</sup>

Former AS – IA Washburn concluded “the record shows that there are far more than five people eligible to take part in the organization of the Tribe.”<sup>15</sup> Yet, excluding John Jeff's descendants severely reduces who can take part in the organizational process. Thus, AS – IA Washburn assumed that the descendants of John Jeff comprise a portion of the greater Tribal community based upon the facts before him. Both the record and his decision indicate his understanding that these individuals would be included in the organizational process.

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<sup>9</sup> Memorandum, Lee Fleming, Dir., Office of Federal Acknowledgment to Amy Dutschke, BIA Pac. Reg'l Dir. (May 30, 2019).

<sup>10</sup> Decision, Amy Dutschke, BIA Pac. Reg'l Dir. to Michael Mendibles and Marie Aranda (May 30, 2019).

<sup>11</sup> Letter, Peter Lepsch to Bryan Newland, Assistant Sec'y – Indian Affairs (Nov. 3, 2021). An attached Tribal Resolution claims, without evidence, that the Tribe's membership comprises Silvia Burley, her two daughters, her granddaughter, four other people with the last name “Burley,” and one other person. The letter urged the Department to cease any organizational efforts on the basis that the Burley Faction already exist as an organized Tribe. The Washburn Decision, the United States District Court for the Eastern District of California, the United States Court of Appeals for the Ninth Circuit, and the Interior Board of Indian Appeal have unanimously rejected the Burley Faction's arguments.

<sup>12</sup> Meeting Request, Arnold Samuel to Bryan Newland, Assistant Sec'y – Indian Affairs (Jun. 7, 2021); E-mail, Arnold Samuel to Samuel Kohn, Senior Counselor, Assistant Sec'y – Indian Affairs (Dec. 6, 2021).

<sup>13</sup> Memorandum, Bryan Newland, Assistant Sec'y – Indian Affairs to Amy Dutschke, BIA Pac. Reg'l Dir. (Mar. 28, 2022).

<sup>14</sup> In a 2011 First Amended Complaint, the Dixie Faction asserted that the Tribe comprised 242 adult members, all of whom were “lineal descendant[s] of one or more historical members of the Tribe.” *California Valley Miwok Tribe v. Salazar*, D.D.C. No. 1:11-cv-00160, ¶ 68 (filed Oct. 18, 2011); cf. *California Valley Miwok Tribe v. United States*, Case No. CIV S-02-0912, Deposition of Silvia Burley (Feb. 23, 2004), at 40:10-22 (Mrs. Burley stating “...my grandfather's father was Johnny Jeff ...”).

<sup>15</sup> Washburn Decision at 4.

As such, I conclude that I must modify Mr. Washburn's decision to effectuate Mr. Washburn's intent.

This decision revises only that portion of the Washburn Decision that enabled descendants of the Miwok Indians on the 1929 Census to take part in the initial organization of the Tribe conditioned upon approval of the Eligible Groups. When the BIA returns to the task of assisting the Tribe with its initial organization, the descendants of the Miwok Indians on the 1929 Census shall be included among the Eligible Groups, able to take part in the initial organization of the Tribe. The Department's goal in narrowly revising the number of eligible voters is to include those individuals that AS – IA Washburn understood to be eligible voters in the Tribe's Organizational Process.<sup>16</sup> By revising the Washburn Decision to include the descendants of individuals on the 1929 Census as an eligible group, the Department again recognizes the greater Tribal community eligible to organize the Tribe based on the Eligible Groups' previous efforts to organize. Except as otherwise inconsistent with the inclusion of this group as an Eligible Group, I endorse and reaffirm the Washburn Decision in its entirety. This decision does not reflect any change in the Department's policy. This decision is a final agency action and shall take effect 30 days after the date of issuance.

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<sup>16</sup> Cf. *Resolute Forest Prod. Inc. v. U.S. Dep't of Agric.*, 130 F. Supp. 3d 81, 94-96 (D.D.C. 2015) (neither arbitrary nor capricious for the Department of Agriculture to correct an error in the number of voters in a referendum before it became material where the Department's correction did not exclude eligible voters from participation in the referendum).

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**EXHIBIT “10”**



IN REPLY REFER TO

Tribal Government Services

## United States Department of the Interior

BUREAU OF INDIAN AFFAIRS  
Pacific Regional Office  
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**MAY 3 0 2019**

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The purpose of this correspondence is to inform you of the Bureau of Indian Affairs decision that the April 15, 2019, Secretarial Election held for the California Valley Miwok Tribe (Tribe) was invalid.

On December 30, 2015, then-Assistant Secretary – Indian Affairs Kevin K. Washburn issued a decision (the “Washburn Decision”) directing this Office to work with the Tribe to attain its goal of organizing. Additionally, the Washburn Decision defined the groups of individual Indians of Miwok ancestry eligible to participate in the initial organization of the Tribe. Most of the people who petitioned for, and took part in, the Secretarial Election are descendants of John Jeff. Previous research conducted in 1995 led to the preliminary conclusion that John Jeff was the son of base roll member Jeff Davis. As a result, these individuals were determined to be eligible to participate in the election pursuant to the Washburn Decision.

(10)

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Spurred in part by an inquiry from Senator Dianne Feinstein, as well as two lawsuits challenging the election, the Bureau is conducting further review of the eligibility of all the individuals who participated in this election. As part of that review, the Bureau has reexamined the relationship between John Jeff and Jeff Davis. Genealogists in the Office of Federal Acknowledgement have established that John Jeff is not the son of Jeff Davis. See enclosed memorandum.

As such, and based on the findings of the Office of Federal Acknowledgement, most of the participating individuals did not meet the requirements to be considered eligible to participate. Consequently, I have no choice but to invalidate the election.

The disappointment that this decision will cause those who have been working cooperatively with the Bureau of Indian Affairs to organize is regrettable. But, as shown repeatedly in the litigation regarding this Tribe, the cornerstone of a successful organizational election is ensuring that every known eligible individual is given the opportunity to participate. It would be a violation of the Secretary's responsibility to the Tribe, as well encapsulated in the specific directions set out in the Washburn Decision, to approve a Secretarial Election in which most of the voters were not in fact descendants of the eligible groups.

In accordance with the authority granted to the Secretary of the Interior by the Act of June 18, 1934, (48 Stat. 984, 25 U.S.C. §5123) as amended, and delegated to me through the Indian Affairs Manual, Part 3, Chapter 4, Section 1.4, B, Authorities that are Redelegated only to Regional Directors, No 15-31, issued October 23, 2015, I possess the authority to review tribal constitutions. Further, 25 C.F.R. §81.45 vests me, as the Authorizing Official, with the responsibility to review the election results and the authority to issue a decision that is final for the Department. Therefore, in accordance with the aforementioned authority, this decision is final for the Department.

Sincerely,



Regional Director

Enclosure

cc: See Distribution List

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# United States Department of the Interior

OFFICE OF THE SECRETARY  
Washington, DC 20240

**MAY 30 2019**

## MEMORANDUM

To: Pacific Region Director  
From: Director, Office of Federal Acknowledgment  
Subject: Was John/Johnny Jeff the Son of Jeff Davis?

The title of this paper is a basic paternity question pertaining to two individuals: Jeff Davis (1855-1940) and John/Johnny Jeff (1863-1938). The answer will affect 178 to 183 individuals who claim direct descent from this Jeff Davis through this John/Johnny Jeff. During the late 19th century and early 20th century, both individuals were born, lived, and died in Calaveras County, California. They have been dead for 79 to 81 years, respectfully; and over 150 years have passed since the birth of John/Johnny Jeff.

### The Question

Almost all direct descendants of John/Johnny Jeff claim that Jeff Davis is the father of John/Johnny Jeff; hence the question, "Was John/Johnny Jeff the son of Jeff Davis?"

### Methodology and Sources

This paper will answer this specific question through the presentation of historical records that were created contemporaneously to these two individuals. In this paper, the Office of Federal Acknowledgment (OFA) staff will present historical records, chronologically laying out the facts, concerning these two individuals, Jeff Davis and John/Johnny Jeff.

To verify this claim and to answer this paternity question, one must research and analyze original and derivative records before coming to any conclusions. One must find historical records that state or define relationships. In this paper, pertinent names will be bolded for emphasis and defined relationships will be italicized such as "*daughter*," "*mother*," "*son*," "*father*," "*granddaughter*," and so forth.

OFA was able to access many documents from sources that are publicly available through the Internet. OFA searched records that are archived or maintained on several levels: national, tribal, state, county, town, family, and individual.

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On the Federal level, OFA researched and examined the Federal Censuses for 1880, 1900, 1910, 1920, 1930, and 1940. Also, OFA examined records pertaining to the U.S. Social Security Death Index, 1935-2007; U.S. Social Security Applications and Claims Index, 1936-2007; and military records for WWI and WWII. These records are publicly available through Ancestry.com and Fold3.com. Within the records of the Bureau of Indian Affairs (BIA), OFA researched and examined a 1915 census and a 1929 BIA annual census. These records are publicly available through the National Archives Records Administration (NARA)(San Bruno and Washington, D.C.).

Additionally on the Federal level, OFA researched and examined the 1928, 1933, 1950, and 1972 applications, roll, and distribution funds records. The applications for enrollment with the Indians of the State of California under the Act of May 18, 1928 (45 Stat. L. 602), commonly referred as the "1928 CA Indians claims applications," and subsequent 1950 and 1972 distribution funds records are privacy protected by the NARA (San Bruno) and the BIA. The 1933 "Indians of California Roll" is publicly available through Ancestry.com.

On the tribal level, the staff reviewed and examined two tribal election lists: one containing the names of 178 individuals and the other 183.

On the state level, the staff researched and examined the California Birth Index, 1905-1995; California Death Index, 1905-1939; and California Death Index, 1940-1997. These records are publicly available through Ancestry.com.

On the county level, the staff researched Calaveras County, California marriage records through Ancestry.com. In addition, OFA researched and examined the Calaveras County Coroner's inquest records through FamilySearch.com and local newspaper articles and obituaries from the Calaveras Genealogical Society through [www.calaverasgenealogy.com](http://www.calaverasgenealogy.com).

On the town, family, and individual levels, OFA researched and examined records such as pictures, cemetery inventories, headstones, newspaper articles, and obituaries. These records and information are publicly available and OFA accessed them on the Internet through [www.findagrave.com](http://www.findagrave.com), [www.ancestry.com](http://www.ancestry.com), [www.FamilySearch.com](http://www.FamilySearch.com), [www.genealogybank.com](http://www.genealogybank.com), [www.newspapers.com](http://www.newspapers.com), [www.newspaperarchive.com](http://www.newspaperarchive.com), [www.cdnc.ucr.edu](http://www.cdnc.ucr.edu) (California Newspaper Digital Collections), and [www.chroniclingamerica.loc.gov](http://www.chroniclingamerica.loc.gov) (Library of Congress).

### **Background**

In 1915, Special Agent John J. Terrell, United States Indian Service, Department of the Interior, visited an Indian settlement known as "Sheepranch" in Calaveras County, California. He enumerated 12 "Sheepranch Indians": [1] Peter Hodge and *wife* [2] Annize and four children [3] Malinda, [4] Lena, [5] Tom, and [6] Andy; [7] **Jeff Davis** and his *wife* [8] Betsey; [9] Mrs. Limpy; [10] John Tecumchey and *wife* [11] Pinkey; and [12] Mamy Duncan, "*granddaughter* of Jeff Davis." Terrell entitled this enumeration, "(Sheepranch Indians), Census of the Indians at

and near Sheepranch in Calaveras County." He transmitted this census in a letter dated August 13, 1915, to the Commissioner of Indian Affairs.<sup>1</sup>

### Jeff Davis (1855-1940)

With respect to the above question, this Jeff Davis of the 1915 Terrell List, must be explored. His name was recorded mostly as Jeff Davis; however, he was also known as "Jef Davis," "Jeff Long," "Chep Davis," "Mr. Laun," and "Jeff Laun." His birth date was June 20, 1855; moreover, his age was recorded variously among the records, calculating approximate birth years between 1850 and 1860. He had three wives during his life: (1) Lavina, who died before 1900, (2) Chuella, who died before 1915, and (3) Betsey/Betsy, who died in 1929. Jeff Davis had one son, Ike Davis, by his first wife, Lavina. He did not have any children by his second or third wives. Jeff Davis died on December 5, 1940, and is buried at Sheep Ranch Cemetery, Sheep Ranch, Calaveras County, California. The record does not reflect that Jeff Davis had a son, John/Johnny Jeff. Except for his son Ike Davis, Jeff Davis did not have any descendants.

The earliest record that OFA researched was the 1880 Federal Census. Jeff Davis appears on this census in the Seventh Township, Calaveras County, California, with his wife Lavina. The Federal census enumerator, A.H. Coulter, did not record any children of this couple. To provide further context, Enumerator Coulter listed this couple with 18 other individuals under the household of "Captain Chips," age 67. No relationships are defined between Captain Chips and these 20 other individuals. However, they comprised all together: one family of 5, 6 couples, and 3 single individuals. Directly listed under Captain Chips was "Charley," age 37 [born about 1843]; with his "Wife," Limpy, age 37 [born about 1843]; "Daughter," Ina, age 12 [born about 1868]; "Son," Frank, age 6 [born about 1872]; and an unnamed "Daughter," "A girl," age 4 [born about 1876]. Enumerator Coulter subsequently listed Jeff Davis, age 20 [born about 1860] and "Wife," Lavina, age 30 [born about 1850]; Bill Hall, age 25, and "Wife," Lilie, age 30; Jeff, age 30 [born about 1850], and Pinkey, age 17 [born about 1863]; Dick, age 60, and his "Wife," Dolly, age 60; Real Foot, age 70, and his "Wife," Mauna, age 70; Abe Lincoln, age 20, and his "Wife," Mary, age 20; Sooky, age 45; Emma, age 17; and Jack, age 40.<sup>2</sup>

This historical document establishes a relationship between Jeff Davis, born about 1860 and his wife, Lavina, born about 1850. This document also introduces other individuals (Charley, Limpy, Pinkey, Ina, Frank, and an unnamed female) who factor into Jeff Davis' immediate family, as subsequent records will show.

In 1900, Jeff Davis, age 41 [born about 1859] appears on the Federal Census in Murphys Township, Calaveras County, California, living in the household of his mother, Limpy, age 60

<sup>1</sup> Terrell 1915, pp. 1-3. This census is also cited as the "1915 Terrell List."

<sup>2</sup> U.S. Census 1880, CA, Calaveras Co., Seventh Township, ED 42, p. 40, lines 2 to 8, and 11-12. Other evidence discussed in this paper will show family relationships to this Charlie family comprising Jeff Davis' father (Charlie); his grandfather, Jim; his mother, Limpy; siblings, Ina and Pinkey; and one son, Ike Davis. For example, this Jeff (line 11), not to be confused with John/Johnny Jeff, was a brother-in-law to Jeff Davis and was born almost 13 years before the John/Johnny Jeff in question. Other records define Pinkey as another sister of Jeff Davis.

[born about 1840]). Federal census enumerator, E.H. Schaeffle recorded "*wid*" (widower) Jeff Davis as Limpy's "*son*," and Ike Davis, age 13 [born about 1887] as Limpy's "*grandson*."<sup>3</sup>

This historical document establishes relationships between Jeff Davis and his mother, Limpy; and between Jeff Davis and his son, Ike Davis. This record also implies that widower Jeff Davis' first wife, Lavina, died before 1900. Comparing the 1880 and 1900 Federal Censuses, one may deduce that these stated relationships to Limpy indicate that Ike Davis was the *son* of Jeff Davis and Jeff Davis' *first wife*, Lavina. One may also deduce that this Lavina died between 1887 and 1900 (after the birth of Ike Davis and before Enumerator Schaeffle recorded Jeff Davis as a "widower" in 1900).

In 1905/06, Special Agent Charles E. Kelsey, for the Office of Indian Services, Department of the Interior, enumerated Indian individuals, who lived in settlements, by county in California. For the "Avery" Indian settlement located in Calaveras County, Special Agent Kelsey noted a "**Jeff Long & wife**" who were listed between "**Jessie Duncan & wife, 1 child**" and **Pinkie**. Special Agent Kelsey did not list any children of this Jeff Long & wife.<sup>4</sup>

This historical document establishes an alias for Jeff Davis and a relationship between Jeff Davis also known as "Jeff Long" and his [presumed second] unnamed wife [Chuella]. Also, previous and subsequent records reveal that this Jessie Duncan is Jeff Davis' stepson through Betsey (Jeff Davis' third wife) and that this Pinkie is Jeff Davis' sister.

In 1910, Jeff Davis, age 58 [born about 1852], appears on the Federal Census in District 3, Calaveras County, California, with his new "*wife*," Chuella, age 55 [born about 1855]. Federal census enumerator, T. J. Burrow recorded that this new couple had been married for a year and that this marriage was Jeff Davis' second and Chuella's third.<sup>5</sup> No children of Jeff and Chuella Davis are recorded in this household.

This historical document establishes a relationship between Jeff Davis and his wife, Chuella; that this relationship was Jeff Davis' second marriage (married for a year), and that Chuella would be beyond her child bearing years.

On the 1915 Terrell List, Jeff Davis is recorded as 58 years old [born about 1857], and with an older "*wife*," Betsey [his third wife], 60 years old [born about 1855].<sup>6</sup> Jeff Davis' "*granddaughter*" is listed as "Mamy Duncan," age 8 [born about 1907].

This historical document establishes a relationship between Jeff Davis and his third wife, Betsey; and Jeff Davis and "*granddaughter*" Mamy Duncan. Records discussed below reveal that "Mamy Duncan" is the daughter of Jesse Duncan (also known as Jessie Sissel/Cecil/Cissil) and Jesse Duncan was the son of Thomas Duncan or Theodore Sissel and Betsey. This record also documents that Betsey was beyond her child bearing years. Taken together, these records show

<sup>3</sup> U.S. Census 1900, CA, Calaveras Co., Murphys Township, ED 141, 17B, dwl#12, fam#12.

<sup>4</sup> Kelsey 1905/06, p. 57. This census is also cited as the "1905/06 Kelsey List." Findagrave.com presented in Jeff Davis' memorial his alias, "Mr. Laun" and abstracted two articles from the newspaper Prospect (Prospect, 7/1/1899 and 10/28/1899).

<sup>5</sup> U.S. Census 1910, CA, Calaveras Co., District 3 Township, ED 12, 2A, dwl#13, fam#13.

<sup>6</sup> Terrell 1915, p. 3.

that Mamy Duncan was the biological *granddaughter* of Betsey, Jeff Davis's third wife; and therefore the *step-granddaughter* of Jeff Davis.

In September 1918, Ike Davis registered for WWI military service. His draft registration card shows that Ike Davis was age 33, born in 1885, and his permanent residence as "Sheep Ranch, Calaveras, Cal." Jeff Davis is listed as his "[n]earest [r]elative" of that same location.<sup>7</sup> Two months later, a "Mrs. Ike Davis" dies on November 28, 1918, and then Ike Davis dies on December 10, 1918.<sup>8</sup> Both died in Calaveras County, California.

This historical document further establishes a relationship, "nearest relative" between Jeff Davis and his son Ike Davis. Supporting death information on Findagrave.com (although not created contemporaneously to these individuals) shows that "Caloosa" Davis [Mrs. Ike Davis] was born in 1843, died on November 28, 1918, and is buried at Sheep Ranch Cemetery, Sheep Ranch, Calaveras County, California.<sup>9</sup> Findagrave.com also shows that Ike Davis was born on July 1, 1883, died on December 10, 1918, and also is buried at Sheep Ranch Cemetery, Sheep Ranch, Calaveras County, California.<sup>10</sup>

In 1920, Jeff Davis appears on the Federal Census in Murphys Township, Calaveras County, California as "Jef Davis," and age 62 [born about 1858]. He is living with his wife, Betsy [his third wife], age 70, and his mother, "Rose" [also known as Limpy] age 80, as part of the household of John "Tecumseh" and his wife, "Pinky," and dependent "Mamie Cissil."<sup>11</sup>

This historical document establishes a relationship between Jeff Davis and his wife, Betsey; and between Jeff Davis and his mother Rose [Limpy]. This record also documents that others are associated with Jeff Davis, such as Pinky, Pinky's husband John Tecumseh, and Mamie Cissil.

In 1929, Examiner of Inheritance, Fred A. Baker, Office of Indian Affairs, Department of the Interior, assisted Jeff Davis in filing his "Application for enrollment with the Indians of the State of California under the Act of May 18, 1928 (45 Stat. L. 602)." In his application #2892, Jeff Davis reported that he was born in 1858 and was "head" of the household which consisted of his "wife," Betsy, age 90, born in 1838 and died on "January 13, 1929"; and his "mother," Limpy Davis, age 98, born in 1830. He also gave the name of his "father" as Charlie Davis who died in 1894 and the name of his grandfather on the "Father's Side" as Jim.<sup>12</sup>

This historical document establishes relationships between Jeff Davis and his third wife, Betsy/Betsey; Jeff Davis and his mother Limpy; Jeff Davis and his father Charlie Davis; and his grandfather, Jim. This record, when compared with another 1928 CA Indians claims application, clarifies the complex relationship between Jeff Davis and "Mamy Duncan" whom Special Agent John J. Terrell listed as Jeff Davis' "granddaughter" in 1915.

<sup>7</sup> U.S., World War I Draft Registration Cards, 1917-1918, Ancestry.com (accessed on 5/25/2019).

<sup>8</sup> CA, Death Index, 1905-1939, for Ike and Mrs. Ike Davis, Ancestry.com (accessed on 5/25/2019).

<sup>9</sup> Memorial of Caloosa Davis, Sheep Ranch Cemetery, Sheep Ranch, Calaveras Co., CA, www.findagrave.com (accessed on 5/25/2019).

<sup>10</sup> Memorial of Ike Davis, Sheep Ranch Cemetery, Sheep Ranch, Calaveras Co., CA, www.findagrave.com (accessed on 5/25/2019).

<sup>11</sup> U.S. Census 1920, CA, Calaveras Co., Murphys Township, ED 14, 5B, dwl#145, fam#147. This "Mamie Cissil" was the daughter of Jesse Sissel/Cecil/Cissil also known as Jessie Duncan.

<sup>12</sup> 1928 CA Indians claims application #2892.

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Application #2897 of Jesse Sissel reveals that his "mother" was "Betsy" who died on "January 13, 1929."<sup>13</sup> This historical record establishes that Jesse Sissel/Duncan was the stepson of Jeff Davis and that Mamy/Mayme Duncan/Sissel was a stepgranddaughter of Jeff Davis, rather than a "granddaughter." These historical records also establish that Betsey/Betsy was beyond her child bearing years when married to Jeff Davis. Therefore, Jeff Davis does not have any descendants through Betsey/Betsy, his third wife.

In 1929, BIA Superintendent L.A. Dorrington listed Jeff Davis as being born in 1858. Directly under Jeff Davis, Superintendent Dorrington listed on the 1929 BIA Annual census Betsey Davis, born in 1838 and noted that she died on "January 29, 1929," and Limpy Davis, born in 1830.<sup>14</sup>

This historical document establishes an approximate birth year of 1858 for Jeff Davis and further supports his relationship with his third wife, Betsey/Betsy. Her death date of "January 29, 1929" also supports her identity and clarifies the relationship between Jeff Davis, Jesse Sissel/Duncan, and Mamy/Mayme Sissel/Duncan.

In February 1930, Limpy died at Sheep Ranch, Calaveras County, California. Her obituary closed with this description: "L[i]mpy belonged to the Digger tribe and that a son, 'Jeff Davis,' is chief of the dwindling tribe at Sheep Ranch."<sup>15</sup> This historical document further supports the relationship between Jeff Davis and his mother Limpy.

In 1930, Jeff Davis appears on the Federal Census in Murphys Township, Calaveras County, California. Federal census enumerator Herbert C. Lewis recorded Jeff Davis as being age 73 [born about 1857] and single. Enumerator Lewis recorded the previously visited household of "Jess M. Duncan," age 65 [born about 1865], Jess M. Duncan's "Daughter," "Mamie," age 22 [born about 1908], and boarders "Pinkey Davis," age 63 [born about 1867] and "John Techumca," age 60 [born about 1870].<sup>16</sup>

This historical document establishes an approximate birth year of 1857 for Jeff Davis. This document further demonstrates that Jeff Davis was living next to his stepson, "Jess M. Duncan," his stepgranddaughter, "Mamie;" his sister, "Pinkey Davis;" and his brother-in-law, John Techumca."

In 1940, Jeff Davis appears on the Federal Census at Sheep Ranch, Murphys Township, Calaveras County, California. Federal census enumerator James F. Bower recorded "Chep" Davis, age 90 [born about 1850], "Lodger" in the household of "Johnnie Techumca," age 75 [born about 1865], and his "Wife," "Pinkie," age 75 [born about 1865].<sup>17</sup>

<sup>13</sup> 1928 CA Indians claims application #2897. Jesse Sissel would be Jeff Davis' stepson, and "Mayme" would be Jeff Davis' stepgranddaughter, rather than "granddaughter" as reported on the 1915 Terrell List.

<sup>14</sup> 1929 BIA Annual Census, Sacramento Agency, p. 2. Although Superintendent Dorrington listed these three individuals one after another, he did not state the relationships between them. What is important is the death date for Betsey which matched the death date of Jess Sissel's mother, Betsy, on his 1928 CA Indians claims application #2897.

<sup>15</sup> *Oakland Tribune*, April 20, 1930, p. 79, www.newspapers.com (accessed on 5/25/2019).

<sup>16</sup> U.S. Census 1930, CA, Calaveras Co., Murphys Township, ED 5-5, 4A, dwl#103.

<sup>17</sup> U.S. Census 1940, CA, Calaveras Co., Sheep Ranch, Murphys Township, ED 5-4, 4B, dwl#495.

This historical document establishes "Chep Davis" as another variant name for Jeff Davis and an age calculating an approximate birth year of 1850. Jeff Davis is living with his sister, "Pinkie," and brother-in-law, "Johnnie Techumca."

Jeff Davis died on December 5, 1940 and is buried at the Sheep Ranch Cemetery, Sheep Ranch, Calaveras County, California.<sup>18</sup> Although not contemporary to Jeff Davis' lifetime, his memorial on Findagrave.com states,

His parents were Rose "Limpy" Davis and Charley Jeff, both Native American. AKA Mr. Laun. Age 85 yrs 5 mo 15 days. Laborer. Native American. Burial 12/08/1940. Widower. Chief of the Piute Indian tribe in Sheep Ranch for 30 years. Sisters Ina Hodge and Pinkey Tecumseh. Census records show 3 wives for him over the years. Only one child, Ike, could be traced to him. (Mr. Laun AKA Jeff Davis, elected Chief at a tribal gathering *Prospect* 7/1/1899) (Indians arranging PowWow. Jeff Laun, lately decreed chief, to make inaugural address. *Prospect* 10/28/1899 - from "Goldrush" #4741871.<sup>19</sup>

This information provides citations to two 1899 newspaper articles that show Jeff Davis's using two alternate names: Mr. Laun and Jeff Laun. These references helped to show that the "Jeff Long"[syllable sound quite similar to "Laun") on the 1905-06 Kelsey List is the same as Jeff Davis. The Calaveras Genealogical Society's Calaveras Co., Death Index has this entry for Jeff Davis: "Davis, Jeff (AKA Mr. Laun) 06/20/1855 Sheep Ranch, CA 12/05/1940 Sheep Ranch, CA Sheep Ranch, CA."<sup>20</sup>

The California Death Index shows he was born on June 20, 1855 and died on December 5, 1940, in Calaveras County, California, his mother's maiden name was "Limpi," and his father's surname is "Jeff."<sup>21</sup>

### John/Johnny Jeff

With respect to the above question, this John/Johnny Jeff must be explored, as well. John/Johnny Jeff does not appear on the 1915 Terrell List. His name was recorded mostly as John Jeff or Johnny Jeff; however, he was also known as "Johnny," "John Jeffs," "Jeff," "John Jeff," and "J. Jeff." His birth date is recorded twice: June 15, 1863 and October 25, 1867; moreover, his age was recorded variously among the records, calculating approximate birth years between 1863 and July 1876. His mother was Livianna/Liviana/Susner/Susie Jeff who was born May 14, 1848 and died May 9, 1939. He had one known sibling, a sister, Emma. He had one wife: Tillie Billy/Billee. John Jeff and his wife, Tillie Billy/Billee had nine children. John/Johnny Jeff died on December 13, 1938.

<sup>18</sup> Memorial of Jeff Davis, Sheep Ranch Cemetery, Sheep Ranch, Calaveras Co., CA, [www.findagrave.com](http://www.findagrave.com) (accessed on 5/25/2019).

<sup>19</sup> Memorial of Jeff Davis, Sheep Ranch Cemetery, Sheep Ranch, Calaveras Co., CA, [www.findagrave.com](http://www.findagrave.com) (accessed on 5/25/2019).

<sup>20</sup> Calaveras County Genealogical Society, Calaveras County Death Index, [www.calaverasgenealogy.com](http://www.calaverasgenealogy.com) (accessed on 5/25/2019).

<sup>21</sup> CA, Death Index, 1940-1997, Jeff Davis, [Ancestry.com](http://Ancestry.com) (accessed on 5/25/2019).

The earliest record that OFA researched was the 1880 Federal Census. In 1880, a "Johnny," age 6 [born about 1874] appears on the Federal Census in the Seventh Township, Calaveras County, California. The Federal census enumerator, A.H. Coulter listed directly above "Johnny" a girl "Emma," age 8 [born about 1872] and listed below women, "Livianna," age 30 [born about 1850].<sup>22</sup>

This historical document does not provide defined relationships but gives names and ages. When comparing this document with other documents discussed below, the facts support that this record pertains to John/Johnny Jeff, his sister, Emma Jack, and mother, Livianna/Liviana/Susner/Susie.

Numerous contemporary documents indicate that John Jeff was the son of one "Indian Jeff." In 1889, "Indian Jeff," was shot while trying to protect Johnny Jeff from an armed white man. Before he died in January 1890, "Indian Jeff" acknowledged *his son*, Johnny Jeff and deposed that "a white man pointed a pistol at *his son*."<sup>23</sup> "Indian Jeff" was 40 years old when he died in 1890, making his birth year about 1850. Johnny Jeff gave testimony during an inquest into the murder of "Indian Jeff." Justice of the Peace (Acting Coroner) J.R. Smith asked Johnny Jeff, "You were acquainted with Jeff?" Johnny Jeff responded, "Yes. He was my father."<sup>24</sup> Acting Coroner Smith asked a similar question to another witness, Emma Jack, "Were you acquainted with Jeff the man who was shot?" She responded, "Yes. He is my father."<sup>25</sup>

This historical document establishes the relationships between John/Johnny Jeff and "Indian Jeff." It also establishes John/Johnny Jeff's sister as Emma Jack, sharing the same father, "Indian Jeff." This document is significant because "Indian Jeff" acknowledged his son, Johnny Jeff. In addition, "Johnny Jeff" and "Emma," both acknowledged their father, "Indian Jeff." These facts were created under a legal process.

In 1900, John/Johnny Jeff appears on the Federal Census in Mokelumne Township, Calaveras County, California as "John Jeffs," age 23, and born in July 1876.<sup>26</sup> This historical document establishes a variant name for John/Johnny Jeff and his birth month and year.

In 1905/06, Special Agent Charles E. Kelsey, for the Office of Indian Services, Department of the Interior, enumerated Indian individuals, who lived in settlements, by county in California. For the "Angels" Indian settlement located in Calaveras County, Special Agent Kelsey noted "Jeff & wife, 2 children, mother."<sup>27</sup> This historical document establishes a variant name for John/Johnny Jeff and supports "Jeff" was married, had two children [Hattie and Laura Jeff], and a mother [Livianna/Liviana]. This document also provides a variant birth month and year, and provides a family configuration that matches with the facts from the records discussed below.

<sup>22</sup> U.S. Census 1880, CA, Calaveras Co., Seventh Township, ED 42, p. 16, fam#14.

<sup>23</sup> Coroner's inquest records, Calaveras County, California, 1854-1955 and index 1854-1956, Box 91, 1890, www.familysearch.org (accessed 5/25/2019), p. 12, Image 648.

<sup>24</sup> Coroner's inquest records, Calaveras County, California, 1854-1955 and index 1854-1956, Box 91, 1890, www.familysearch.org (accessed 5/25/2019), p. 6, Image 653.

<sup>25</sup> Coroner's inquest records, Calaveras County, California, 1854-1955 and index 1854-1956, Box 91, 1890, www.familysearch.org (accessed 5/25/2019), p. 5, Image 652.

<sup>26</sup> U.S. Census 1900, CA, Calaveras Co., Mokelumne Township, ED 140, 21A, dwl#7, fam#7.

<sup>27</sup> Kelsey 1905/06, p. 57.

In 1910, John/Johnny Jeff appears on the Federal Census in Township 2 (Mokelumne ), Calaveras County, California as "Johnny Jeff," and age 38 [born about 1872]. Federal census enumerator Allen H. McCarty recorded that Johnny Jeff's wife was Tillie, age 29 [born about 1881], and his children: Hattie, Laura, Babb, and Carrie. Liviana Jeff, age 58 [born about 1852] was living in the next household.<sup>28</sup>

John/Johnny Jeff does not appear on the 1915 Terrell List of the Sheepranch Indians.

In 1920, John/Johnny Jeff appears on the Federal Census in Angels Township, Calaveras County, California as "John Jeff," and age 49 [born about 1871]. He is living with his wife Tillie, age 40 [born about 1880], and his children: Hettie, Laura, Manie, Carrie, Ray, Hempy, and Len. His stepson is listed as Jimmy Rayes, and grandchildren Lodson and Birdie Hodge; and Florence and Louie Quitts.<sup>29</sup> Liviana Jeff, age 76 [born about 1844], was living in the household of her son-in-law Frank Fisher in Mokelumne Township, Calaveras County, California.<sup>30</sup>

In 1929, Examiner of Inheritance, Fred A. Baker, Office of Indian Affairs, Department of the Interior, assisted "John Jeff" in filing his "Application for enrollment with the Indians of the State of California under the Act of May 18, 1928 (45 Stat. L. 602)." In his application #2906, "John Jeff" reported that he was born on October 25, 1867 and was "head" of the household which consisted of his mother Susner (Susie) Jeff, age 80, born on May 14, 1848. He also reported that his wife was "Tillie Jeff, nee Billy." Examiner Baker cross referenced the two applications #2906 and #2907. He also noted that Susner was "also called Lavianna." He gave the name of his father as "Jeff" who died "long ago." This statement, made by John Jeff in 1929, is significant for the purposes of this inquiry, since Jeff Davis was still alive in 1929. Examiner Baker made a cross-reference to John Jeff's wife Tillie's application #2907. On her application she reported her maiden name as "Billy" and her minor children were listed as follows: Manuel, Ray, Hempie, Lennie, Tessie, and Walter.<sup>31</sup>

In 1929, BIA Superintendent L.A. Dorrington lists John/Johnny Jeff as "John Jeff," born in 1867 and "head" of a household comprising wife Tillie Jeff and children: Manuel, Ray, Hempie, Lennie, Tessie, and Walter. Susner Jeff is directly listed next as "head" and born in 1848.<sup>32</sup>

In 1930, John/Johnny Jeff appears on the Federal Census in Altaville District, Angels Township 4, Calaveras County, California as "J. Jeff," and age 60 [born about 1870]. Federal census enumerator Lucien A. Stephens recorded that J. Jeff's wife was Tillie, age 50 [born about 1880], and his family comprised daughter Hattie, grandson Texas, granddaughter Mabel, son Ray, son Hempy, son Lennie, daughter Tessie, and son Walter.<sup>33</sup> Federal census enumerator Allen H. McCarty recorded that a Susie Jeff, age 78 [born about 1852], was the head of her own household, living alone in West Point Township, Calaveras County, California.<sup>34</sup>

<sup>28</sup> U.S. Census 1910, CA, Calaveras Co., Township 2 (Mokelumne ), ED 11, 28A, dwt#7, fam#7 and dwt#8, fam#8.

<sup>29</sup> U.S. Census 1920, CA, Calaveras Co., Angels Township, ED 15, 11B-12A, dwt#256, fam#257.

<sup>30</sup> U.S. Census 1920, CA, Calaveras Co., Mokelumne Township, ED 13, 11A, dwt#329, fam#329.

<sup>31</sup> 1928 CA Indians claims applications #2906 and 2907.

<sup>32</sup> 1929 BIA Annual Census, Sacramento Agency, p. 6.

<sup>33</sup> U.S. Census 1930, CA, Calaveras Co., Altaville District, Angels Township, ED 5-7, 2B, dwt#55, fam#55.

<sup>34</sup> U.S. Census 1930, CA, Calaveras Co., West Point Township, ED 5-10, 4A, dwt#115, fam#115.

John/Johnny Jeff died at the age of 75 on December 13, 1938 [born about 1863], in Calaveras County, California.<sup>35</sup> His mother Susie Jeff died at the age of 94 on May 9, 1939 [born about 1845], in Calaveras County, California.<sup>36</sup> The Standard Certificate of Death, for Susie Jeff, shows that she was born on September 16, 1844, and died on May 9, 1939. This record also shows that she was a widow and her deceased husband was "Indian Jeff."<sup>37</sup> The Calaveras Genealogical Society's Calaveras Co., Death Index has an index entry for John/Johnny Jeff: "Jeff, Johnny 06/15/1863 West Point, CA 12/13/1938 Vallecito, CA Saunders Ranch Indian Cem. Vallecito, CA."<sup>38</sup>

### Age Comparisons

Some evidence suggests that Jeff Davis and John/Johnny Jeff are too close in age to be father and son. This evidence is conflicting for each. Sources give Jeff Davis' birth year as early as 1850 (1940 Federal Census) and as late as 1860 (1880 Federal Census). For example, the California Death Index presents Jeff Davis as being born in 1855. The California Death Index presents "John Jeff" as being born in 1863. Jeff Davis would have been 8 years old and conceiving a child at that young age would have been biologically impossible.

Based on the latest birth year (1860) for Jeff Davis and the earliest birth year (1863) date for John/Johnny Jeff; Jeff Davis would have been 3 years old and conceiving a child would have been biologically impossible.

Based on the earliest birth year (1850) for Jeff Davis and the earliest birth year (1863) of John/Johnny Jeff, Jeff Davis would have been 13 years old and conceiving a child would have been possible.

Based on the latest birth year (1860) for Jeff Davis and the latest year (1876) for John/Johnny Jeff, Jeff Davis would have been 16 and conceiving a child would have been possible.

Based on the earliest birth year (1850) for Jeff Davis and the latest birth year (1876) for John/Johnny Jeff, Jeff Davis would have been 26 and conceiving a child would have been possible.

OFA finds that the current record is too inconsistent to determine whether it was biologically possible for Jeff Davis to be the father of John/Johnny Jeff.

### Pacific Region's 2016 Analysis

In 2013, people associated with the Sheep Ranch Rancheria voted to ratify a tribal constitution. In a decision issued December 30, 2015, Assistant Secretary – Indian Affairs Washburn

<sup>35</sup> CA, Death Index, 1905-1939, for John Jeff, Ancestry.com (accessed on 5/25/2019).

<sup>36</sup> CA, Death Index, 1905-1939, for Susie Jeff, Ancestry.com (accessed on 5/25/2019).

<sup>37</sup> Office of Clerk-Recorder, County of Calaveras, San Andreas, California, Local Registration #30, District #550, Certified copy, October 1, 2004.

<sup>38</sup> Calaveras County Genealogical Society, Calaveras County Death Index, 1/12/2012, www.calaverasgenealogy.com (accessed on 5/25/2019).

determined the criteria for eligibility to take part in the initial organization of the Tribe. Mr. Washburn determined that descendants of the 1915 Terrell census were eligible. He also determined that descendants of Miwok Indians on the 1929 BIA census of Calaveras County could be permitted to take part in the initial organization, at the discretion of those who were eligible. In 2016, the Pacific Regional Office of the BIA undertook to determine whether people who voted in the 2013 election were eligible to do so. The BIA found that the most of those voters traced their ancestry to John Jeff. John Jeff is on the 1929 BIA census; Jeff Davis is on the 1915 Terrell census. The BIA stated that "Bureau records demonstrate that John Jeff is the son of Jeff Davis," and concluded that the voters met the eligibility requirements established by Mr. Washburn.<sup>39</sup>

As part of preparing this memorandum, OFA requested copies of the Bureau records relied on by the BIA in 2016, and received in response a 16-page file. One of those pages is a genealogy sheet showing that "Jefferson Davis (Indian Jeff)" is the father of John Jeff. As firmly established by the evidence cited in this memo, Indian Jeff and Jefferson Davis are not the same person. Moreover, there is nothing on that page to indicate when or by whom it was created, nor does it cite any sources for the information presented. We conclude that the document's suggestion that Jefferson Davis is the father of John Jeff is not supported.

We note that another document in the file is a "DRAFT" family tree purporting to show the descendants of Charles Jeff. That tree correctly distinguishes between Indian Jeff and Jeff Davis, and shows John Jeff as the son of Indian Jeff. But the tree indicates that Indian Jeff and Jeff Davis were brothers, and that Limpy Davis was their mother. Limpy Davis is on the 1915 Terrell census. Therefore this family tree supports the conclusion that the descendants of John Jeff are eligible to take part in the initial organization of the Tribe. But BIA's 2016 determination was premised on descent from Jeff Davis, not from Limpy. More importantly, this family tree, like the genealogy sheet discussed in the preceding paragraph, lacks any indication of when or by whom it was created, and does not cite any source material. We conclude that this document's suggestion that Limpy Davis was John Jeff's grandmother is not supported.

There does not appear to be any other document within that file purporting to show that John Jeff was the son of Jeff Davis. The file contains two copies of a family tree showing that John Jeff is the son of "Jeff" and his wife Susie Susner. As established by the evidence cited in this memo, Susie Susner's husband was "Indian Jeff," who is not the same person as Jeff Davis.

OFA concludes contemporary documents refute the BIA's 2016 conclusion that John Jeff is the son of Jeff Davis.

### **Conclusions**

Based on the record we were able to assemble in the limited time available, we conclude that John/Johnny Jeff (1863-1938) is not the son of Jeff Davis (1855-1940).

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<sup>39</sup> July 25, 2016 BIA Report

John/Johnny Jeff's father was "Indian Jeff" and his mother was Livianna/Liviana/Susner/Susie (she died in 1939), not Jeff Davis and his first wife Lavina (she died before 1900), second wife Chuella, or third wife Betsey.

Before his death in January 1890, "Indian Jeff" acknowledged that he had a *son*, Johnny Jeff, and Johnny Jeff acknowledged his *father* as "Indian Jeff" (paternity defined through legal process).

John/Johnny's father, "Indian Jeff," died in 1890 and Jeff Davis died in 1940. Clearly, these men are not one and the same.

John/Johnny Jeff's mother, Susie/Susner/Livianna/Liviana Jeff, was born about 1850 and lived to 1939. Jeff Davis' first wife Lavina was born in 1850 and died between 1885 and 1900. Clearly, these women are not one and the same.

Ike Davis (1885-1918) was the only documented issue between Jeff Davis and Lavina. It also appears that Jeff Davis neither had any children by his second wife, Chuella, nor his third wife, Betsey.

#### Addendum

After issuing the above Memorandum on the morning of May 29, 2019, OFA received in the afternoon (same date) from the Calaveras Genealogical Society copies of five articles related to Jeff Davis:

"Jeff Davis Funeral Held in Sheep Ranch. *Calaveras Prospect*, 12/14/1940.

"Indian Limpy Age 100, Dies." *Calaveras Prospect*, 2/22/1930.

"Annual Pow-wow." *Calaveras Prospect*, 10/28/1899.

"A New Chief." *Calaveras Prospect*, 7/1/1899.

"There was a rumpas in the Indian camp . . ." *Calaveras Prospect*, 8/14/1885.

These articles corroborate the conclusion of the Memorandum that John/Johnny Jeff (1863-1938) is not the son of Jeff Davis (1855-1940).

Document received by the CA 4th District Court of Appeal Division 1.

**EXHIBIT “11”**

0441



# United States Department of the Interior

## BUREAU OF INDIAN AFFAIRS

Central California Agency  
1824 Tribute Road, Suite J  
Sacramento, CA 95815-4308

IN REPLY REFER TO:

SEP 24 1998

**Yakima K. Dede, Spokesperson  
Sheep Ranch Rancheria  
11178 School Street  
Sheep Ranch, California 95250**

**Dear Mr. Dede:**

The purpose of this correspondence is to summarize the issues discussed during a meeting held with you and Silvia Burtey on September 8, 1998, at your residence on the Sheep Ranch Rancheria in Sheep Ranch, California. The purpose of the meeting was to discuss the process of formally organizing the Tribe. In attendance at this meeting from my staff was Mr. Raymond Fry, Tribal Operations Officer, and Mr. Brian Golding, Sr., Tribal Operations Specialist.

### Status of the Tribe

The Sheep Ranch Rancheria is a federally recognized Tribe, as it was not lawfully terminated pursuant to the provisions of the California Rancheria Act. The California Rancheria Act provided for the termination of specific Tribes by distributing the assets of the Tribes to those persons determined eligible, and in exchange, the recipients of the assets would no longer be eligible to receive services and benefits available to Indian people. The Plan of Distribution of the Assets of the Sheep Ranch Rancheria, approved by the Associate Commissioner of Indian Affairs on October 12, 1966, identified your mother, Mabel (Hodge) Dede as the sole distributee entitled to participate in the distribution of the assets of the Sheep Ranch Rancheria. The Distribution Plan has not been revoked.

### Membership

In those situations where an "unterminated" Tribe is pursuing reorganization, the persons possessing the right to reorganize the Tribe is usually specified by the decision of the court, as the majority of "unterminated" Tribes regain federal recognition through litigation. Usually, the court decision will state that the persons possessing the right to reorganize the Tribe are those persons still living who are listed as distributees or dependent members on the federally approved Distribution Plan. In some cases the courts have extended this right of participation to the lineal descendants of distributees or dependent members, whether living or deceased.

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In this case, the usual manner of determining who may reorganize the Tribe does not apply here as there is no such court decision. However, with the passing of Mabel (Hodge) Dixie, a probate was ordered, and the Administrative Law Judge issued an Order of Determination of Heirs on October 1, 1971, as reaffirmed by subsequent Order issued on April 14, 1983. The Order listed the land comprising the Sheep Ranch Rancheria as part of the estate of Mabel (Hodge) Dixie. The Order then listed the following persons as possessing a certain undivided interest in the Sheep Ranch Rancheria:

Merle Butler, husband	Undivided 1/3 interest	Deceased
Richard Dixie, son	Undivided 1/6 interest	Deceased
Yakma Dixie, son	Undivided 1/6 interest	
Melvin Dixie, son	Undivided 1/6 interest	
Tommy Dixie, son	Undivided 1/6 interest	Deceased

During our meeting, you explained to us that three of the heirs were deceased, and that the whereabouts of your brother, Melvin Dixie, were presently unknown.

We believe that for the purposes of determining the initial membership of the Tribe, we are held to the Order of the Administrative Law Judge. Based upon your statement that three of the heirs were deceased, the two remaining heirs are those persons possessing the right to initially organize the Tribe.

On August 5, 1988, as the Spokesperson of the Tribe, you accepted Silvia Burley, Rashel Reznor, Anjelica Paulk, and Tristan Wallace as enrolled members of the Tribe. Therefore, these persons as well, provided that they are at least eighteen years of age, possess the right to participate in the initial organization of the Tribe.

At the conclusion of our meeting, you were going to consider what enrollment criteria should be applied to future prospective members. Our understanding is that such criteria will be used to identify other persons eligible to participate in the initial organization of the Tribe. Eventually, such criteria would be included in the Tribe's Constitution.

**Governance**

Tribes that are in the process of initially organizing usually consider how they will govern themselves until such time as the Tribe adopts a Constitution through a Secretarial Election, and Secretarial approval is obtained. Agency staff explained two options for the consideration of the General Membership:

- 1) the members could operate as a General Council, retaining all powers and authorities, and delegating specific limited powers to a Chairperson, and

- 2) the members could form an Interim Tribal Council, and delegate from the General Council various general powers and authorities to the Interim Tribal Council.

In this case, given the small size of the Tribe, we recommend that the Tribe operate as a General Council, as described in the first option above. Enclosed for your consideration, is a draft General Council resolution (Resolution #GC-98-01) specifying general powers of the General Council and rules for governing the Tribe.

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

Another example of a change to consider is the fourth "Resolved" clause on the second page. This clause states that regular meetings of the General Council will be held on the second Saturday of each month. The Tribe may wish to change this to a day of the week that will best meet the Tribe's needs.

Once the General Council adopted such a resolution, the General Council would then proceed to elect or appoint a Chairperson. The General Council would then be able to proceed with the conduct of business, in a manner consistent with the authorizing resolution. Additional powers can be specified by the General Council through either an amendment to the authorizing resolution, or adoption of another authorizing resolution.

#### Grant Funding

We discussed the fact that the Bureau of Indian Affairs makes grants, under the provisions of the Indian Self-Determination and Education Assistance Act, as amended, to Tribes for the purpose of strengthening or improving Tribal government and developing Tribal capacity to enter into future contracts. Such grants can be used to cover costs incurred by the Tribe in establishing a Tribal office, equipment and furniture, supplies, and legal assistance. In this case, we advised the Tribe that the first grant would be made in the amount of \$50,000.

In order to apply for and receive funding from the Bureau, the Self-Determination Act requires that a Tribe indicate by resolution its desire to receive grant funding. Enclosed is a draft General Council resolution (Resolution #GC-98-02) which fulfills this requirement.

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We discussed the nature of congressional appropriations regarding the funding that Tribes receive. We recommended that the Tribe consider reprogramming funds from various programs into the Consolidated Tribal Government program. Such reprogramming would then provide the Tribe with the greatest flexibility in using the funds in the upcoming year. As a result of our discussion, you provided the Agency staff present with a letter proscribing your reprogramming preferences. A copy of this letter is enclosed for your records.

#### Bureau Costs Associated with Organizing

We discussed the Bureau's role in providing technical assistance to Tribes in the process of organizing the Tribe. The Bureau receives some funding from each of the Tribes in our jurisdiction as a means of providing a minimum amount of technical assistance. But in those cases where a Tribe is pursuing formal organization, such funds are insufficient to cover all costs.

We request that the Tribe consider the adoption of the enclosed draft General Council resolution (Resolution #GC-98-03). The purpose of this resolution is to authorize the Bureau to charge expenses related to the organization of the Tribe to the Tribe's FY 1998 Tribal Priority Allocation funding. One example of a cost supporting the organization process is the purchase of death certificates for the three deceased heirs. The death certificates are necessary for the initiation of the probate process. Another example of such costs is the hiring of a new Bureau employee, or the temporary assignment of an existing Bureau employee, to work directly with the Tribe in the organization process. Such work may focus on the enrollment process, development of administrative management systems, or on issues related to governance.

#### Other Issues

**Probates:** We discussed the status of the land, and the need for additional probates to be completed to determine the status of the estates of deceased heirs. We agreed to obtain copies of the death certificates of the deceased heirs. A request for death certificates was prepared, and we expect the processing of the request by the State Office of Vital Records within the next month. Once received, we will then proceed with preparing the probates.

The fact that there are probate actions remaining to be taken directly impacts your ability to enter into a homesite lease. This is relevant to the question you asked regarding Silvia's eligibility for assistance under the Housing Improvement Program (HIP). An applicant under the HIP must demonstrate ownership or control over land, either through an assignment or a homesite lease. In this case, as the land is considered as individually-owned trust land, you and the other heirs would have to enter into a homesite lease with Ms. Burley. Other eligibility criteria exists for the HIP that are beyond the purview of this letter. We have requested that the HIP send an application to Ms. Burley for her review.

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**Septic Tank:** With regard to the septic tank issue you brought to our attention, we researched our files and found that the house you are currently occupying was constructed under the HIP in 1967. The issue is addressed in a memorandum from the Agency Realty Officer to the Area Realty Officer, dated August 12, 1971, which states, "The 20' x 24' house was constructed in 1967 at a cost of \$8,500.00 and the septic tank, installed by Phoenix Health Service, would cost about \$1,500.00." We contacted the Indian Health Service, California Area Office, here in Sacramento, and inquired whether they will be able to provide maintenance services to you. We obtained their commitment to perform the work within the next couple of months. We will work with you to ensure that the work is completed in an appropriate manner.

**Access to Rancheria:** We discussed the notion that the driveway leading up to the Sheep Ranch Rancheria was not within the Rancheria. We agreed to look into the ownership of the driveway. Please find enclosed an Assessor's Parcel Map of a portion of the Sheep Ranch Townsite. This map shows a number of "paper" roads that do not exist today. We are currently researching the ownership of the paper roads to determine what rights the Tribe may have to assert a use right to the driveway.

**Next Meeting:** We agreed that another meeting was necessary to discuss the draft resolutions and additional details of the organization process. We propose that we meet on Friday, October 2, 1998, at 11:00 a.m., to be held at your residence in Sheep Ranch, California.\*

I thank you for your concern and positive participation in the organization process. I am certain that if we continue to work together, the organization process will be completed without undue delay. Toward this end, I extend the assistance of my staff, upon your written request.

Sincerely,

  
Dale Rising, Sr.  
Superintendent

**EXHIBIT “12”**

RESOLUTION #GC-98-01

ESTABLISHING A GENERAL COUNCIL TO SERVE AS THE GOVERNING BODY OF THE SHEEP RANCH BAND OF ME-WUK INDIANS

WHEREAS, The Sheep Ranch Band of Me-Wuk Indians of the Sheep Ranch Rancheria of California ("the Tribe") was not terminated pursuant to the provisions of the Act of August 18, 1958, P.L. 85-671, 72 Stat. 619, as amended by the Act of August 11, 1964, P.L. 88-419, 78 Stat/ 390 ("the Rancheria Act"), and is a federally recognized Indian Tribe as confirmed by the inclusion of the Tribe in the list of Indian Entities Recognized and Eligible to Receive Services from the United States Bureau of Indian Affairs, as published in the Federal Register on October 23, 1997.

WHEREAS, The plan of Distribution of the Assets of the Sheep Ranch Rancheria, approved by the Associate Commissioner of Indian Affairs on October 12, 1966, identified Mabel (Hodge) Dixie as the sole distributee entitled to participate in the distribution of the assets of the Sheep Ranch Rancheria;

WHEREAS, The Bureau of Indian Affairs did not completely implement the steps necessary to effect the termination of the Tribe prior to the passing of Mabel (Hodge) Dixie;

WHEREAS, The estate of Mabel (Hodge) Dixie was probated and Order of Determination of Heirs was issued on October 1, 1971, listing the following persons as possessing a certain undivided interest in the Sheep Ranch Rancheria:

Merle Butler, husband	Undivided 1/3 interest
Richard Dixie, son	Undivided 1/6 interest
Yakima Dixie, son	Undivided 1/6 interest
Melvin Dixie, son	Undivided 1/6 interest
Tommy Dixie, son	Undivided 1/6 interest

and this Order was reaffirmed by another Order issued on April 14, 1993;

WHEREAS, The surviving heirs are believed to be Yakima and Melvin Dixie, as the other heirs are or are believed to be deceased, and their heirs are in the process of requesting the estates of the deceased heirs be probated, and it is believed that the deceased heirs had no issue;

WHEREAS, The whereabouts of Melvin Dixie are unknown;

WHEREAS, The membership of the Tribe currently consists of at least the following individuals; Yakima Dixie, Silvia Fawn Burley, Rashel Kawehilani Reznor, Anjelica Josett Paulk, and Tristian Shawnee Wallace; this membership may change in the future consistent with the Tribe's ratified constitution and any duly

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enacted Tribal membership statutes.

**WHEREAS,** The Tribe, on June 12, 1935, voted to accept the terms of the Indian Reorganization Act (P.L. 73-383; 48 Stat. 984) but never formally organized pursuant to federal statute, and now desires to pursue the formal organization of the Tribe; now, therefore, be it

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

**RESOLVED,** That the General Council shall consist of all members of the Tribe who are at least eighteen years of age, and each member shall have one vote;

**RESOLVED,** That the General Council shall have the following specific powers to exercise in the best interest of the Tribe and its members:

- (a) To consult, negotiate, contract, or conclude agreements with the Bureau of Indian Affairs, for the purpose of furthering the development and adoption of a Constitution;
- (b) To administer assets received from such agreements specified in (a) above, including the power to establish bank accounts and designate signers thereupon;
- (c) To administer the day-to-day affairs related to such agreements specified in (a) above;
- (d) To develop and adopt policies and procedures regarding personnel, financial management, procurement and property management, and other such policies and procedures necessary to comply with all laws, regulations, rules, and policies related to funding received from such agreements specified in (a) above;
- (e) To employ legal counsel for the purpose of assisting in the development of the Constitution and the policies and procedures specified in (d) above, the choice of counsel and fixing of fees to be subject to the approval of the Secretary of the Interior or his authorized representative;
- (f) To receive advice from and make recommendations to the Secretary of the Interior with regard to all appropriation estimates or federal projects for the benefit of the Tribe prior to the submission of such estimates to the Office of Management and Budget and to Congress;
- (g) To faithfully advise the General Council of all activities provided for in this resolution at each regularly scheduled meeting of the General Council;
- (h) To purchase real property and put such real property into trust with the United States government for the benefit of the Tribe;

**RESOLVED,** That all other inherent rights and powers not specifically listed herein shall vest in the General Council, provided that the General Council may specifically list such other rights and powers through subsequent resolution of the General Council;

**RESOLVED,** That the General Council shall appoint from among its members a Chairperson, who shall preside over all meetings of the General Council and rights and powers through

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subsequent resolutions of the General Council, provided that in the absence of the Chairperson, a Chairperson Pro Tem shall be appointed from members convening the meeting;

**RESOLVED**, That the Chairperson shall notice and convene regular meetings of the General Council on the second Saturday of each month following the adoption of this resolution, provided that special meetings of the General Council may be called by the Chairperson upon providing a least fifteen (15) days notice stating the purpose of the meeting;

**RESOLVED**, That the Chairperson shall call a special meeting of the General Council, within thirty (30) days of receipt of a petition stating the purpose of the meeting, signed by at least fifty-one percent (51%) of the General Council, and the Chairperson shall provide at least fifteen (15) days notice stating the purpose of the meeting, provided that at such meeting, it shall be the first duty of the General Council to determine the validity of the petition;

**RESOLVED**, That the General Council shall elect from among its members a Secretary/Treasurer, who shall record the minutes of all General Council meetings, maintain the official records of the Tribe, certify the enactment of all resolutions, and disburse all funds as ordered by the General Council;

**RESOLVED**, That the quorum requirement for meetings of the General Council shall be conducted pursuant to Robert's Rules of Order;

**RESOLVED**, That the General Council shall exist until a Constitution is formally adopted by the Tribe and approved by the Secretary of the Interior or his authorized representative, unless this resolution is rescinded through subsequent resolution of the General Council.

**CERTIFICATION**

We, the undersigned as a majority of the adult members of the General Council of the Sheep Ranch Band of Me-Wuk Indians of the Sheep Ranch Rancheria of California ("the Tribe"), do hereby certify that at a duly noticed, called, and convened special meeting of the General Council held on Thursday, in Sheep Ranch, California, where a quorum was present, this resolution was adopted by a vote of 2 in favor, 0 opposed, and 0 abstaining. We further certify that this resolution has not been rescinded, amended, or modified in any way.

Dated this 5 day of November, 1998:

Yakima Dixie  
Yakima Dixie

Silvia Burley  
Silvia Burley

\_\_\_\_\_  
Rashel Reznor

**EXHIBIT “13”**

01089



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Central California Agency  
1824 Tribute Road, Suite J  
Sacramento, CA 95815-4908

~~0568~~

JUL 12 2000

Sylvia Burley, Chairperson  
Sheep Ranch Rancheria  
1055 Winter Court  
Tracy, California 95376

Dear Ms. Burley:

The purpose of this correspondence is to provide a response to the Tribe's request for a recognition letter from the Bureau of Indian Affairs.

The Bureau of Indian Affairs, Central California Agency, recognizes the following individuals as members of the Tribal Council, governing body, of the Sheep Ranch Rancheria of Me-Wuk Indians:

1. Sylvia F. Burley, Chairperson
2. Vacant, Vice-Chairperson
3. Rashel K. Reznor, Secretary/Treasurer

Please contact Raymond Fry, Tribal Operations Officer, at (916) 566-7124 should you require additional information with regard to this matter.

Sincerely,

*Dale Hising, Sr.*  
Dale Hising, Sr.  
Superintendent

13

**EXHIBIT “14”**



**United States Department of the Interior**

**BUREAU OF INDIAN AFFAIRS**  
Central California Agency  
650 Capitol Mall, Suite 8-500  
Sacramento, CA 95814

IN REPLY REFER TO

NOV 24 2003

To Whom It May Concern:

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

If you any questions in this matter, please contact Raymond Fry, Division Manager, Tribal Services, at (916) 930-3794.

Sincerely,

Dale Risling, Sr.  
Superintendent

14

**EXHIBIT “15”**

# California Valley Miwok Tribe

aka: Sheep Ranch Rancheria of Me-Wuk Indians of California

1055 Winter Court, Tracy, California 95376

4-0197

[srancheria@thegrid.net](mailto:srancheria@thegrid.net)

Fax: (209) 834-8318

[CaliforniaValleyMiwokTribe@thegrid.net](mailto:CaliforniaValleyMiwokTribe@thegrid.net)

01187

## Tribal Council

### GOVERNING BODY OF THE CALIFORNIA VALLEY MIWOK TRIBE

aka

"Sheep Ranch Rancheria of Me-Wuk Indians of California"

RESOLUTION OF May 07, 2001

R-1-5-07-2001

### RESOLUTION AUTHORIZING SUBMISSION OF A REQUEST TO CHANGE THE NAME OF THE TRIBE "SHEEP RANCH RANCHERIA OF ME-WUK INDIANS OF CALIFORNIA" TO THE "CALIFORNIA VALLEY MIWOK TRIBE" AND TO REQUEST THAT IT BE PUBLISHED INTO THE FEDERAL REGISTER

- Whereas, The Sheep Rancheria of Me-Wuk Indians is a federally recognized Tribe as acknowledged in the Federal Register/Vol. 63, No. 250/Wednesday, December 30, 1998/Notices 71941 and having the immunities and privileges available to them by virtue of their government-to-government relationship with the United States as well as the responsibilities, powers, limitations and obligations as a tribe, and
- Whereas, The Tribal Council of the Sheep Ranch Rancheria of Me-Wuk Indians of California has adopted "Draft B of March 6, 2000, Constitution of the California Valley Miwok Tribe formerly known as the ("Sheep Ranch Rancheria of Me-Wuk Indians of California") (Constitution) as its interim Tribal Constitution and governing document of the Tribe; and
- Whereas, The Tribal Council of the Sheep Ranch Rancheria of Me-Wuk Indians of California desires to formally change the name of the Tribe from "Sheep Ranch Rancheria of Me-Wuk Indians of California" to the "California Valley Miwok Tribe; and
- Whereas, The Tribal Council of the Sheep Ranch Rancheria of Me-Wuk Indians of California has declared under ARTICLE I - NAME of "Draft B of March 6, 2000, Constitution of the California Valley Miwok Tribe formerly known as the ("Sheep Ranch Rancheria of Me-Wuk Indians of California") (Constitution) that it's name shall be the "California Valley Miwok Tribe", and

(15)

01183

R-1-5-07-2001

Whereas, The Tribal Council of the Sheep Ranch Rancheria of Me-Wuk Indians of California desires to effect this name change as soon as is possible.

NOW THEREFORE BE IT RESOLVED that the Sheep Ranch Rancheria of Me-Wuk Indians of California hereby requests that the United States, Department of the Interior, Bureau of Indian Affairs formally change the name of the Tribe from "Sheep Ranch Rancheria of Me-Wuk Indians of California" to the "California Valley Miwok Tribe" and that all appropriate agencies be notified and that the name change be appropriately published in the Federal Register, and.

BE IT FURTHER RESOLVED that until the Tribe's name is formally changed and included into the Federal Register, the Tribe will continue to operate and be known as the California Valley Miwok Tribe aka "Sheep Ranch Rancheria of Me-Wuk Indians of California, and

BE IT FINALLY RESOLVED the Tribal Council of the California Valley Miwok Tribe aka "Sheep Ranch Rancheria of Me-Wuk Indians of California" hereby authorizes Silvia F. Burley, Chairperson, to take whatever action is necessary to effect the name change of the Tribe.

CERTIFICATION

This is to certify that the above matter was considered and heard at a duly noticed meeting of the California Valley Miwok Tribe aka "Sheep Ranch Rancheria of Me-Wuk Indians of California", Tribal Council at which time a quorum was present, held on this day, May 07, 2001, and that this resolution was adopted by a vote of 3 in favor, 0 opposed, and 0 abstaining.

ATTEST:

Silvia Burley  
Silvia Burley, Chairperson  
California Valley Miwok Tribe aka "Sheep Ranch Rancheria of Me-Wuk Indians of California"

5/07/2001  
Date

Angelica Paulk  
Angelica Paulk, Vice-Chairperson  
California Valley Miwok Tribe aka "Sheep Ranch Rancheria of Me-Wuk Indians of California"

05/07/01  
Date

Rashel Reznor  
Rashel Reznor, Secretary/Treasurer  
California Valley Miwok Tribe  
aka "Sheep Ranch Rancheria of Me-Wuk Indians of California"

05/07/2001  
Date

01092

0565

BUREAU OF INDIAN AFFAIRS  
CENTRAL CALIFORNIA AGENCY  
1820 YERGENE ROAD, SUITE J  
SACRAMENTO, CA 95815-1308

JUL 26 2000

Kevin Gover, Assistant Secretary-Indian Affairs  
U.S. Department of the Interior  
Bureau of Indian Affairs  
M.S. 4140-MIB  
1849 C Street N.W.  
Washington, DC 20240

Dear Mr. Gover:

The purpose of this correspondence is to introduce Silvia Burley, Chairperson of the Sheep Ranch Rancheria of Me-Wuk Indians of California, and to confirm that Mr. Burley is an elected official of a federally recognized tribe. The Sheep Ranch Rancheria of Me-Wuk Indians of California is federally recognized, as evidenced by the inclusion of its name in the current list of Indian Entities Recognized and Eligible To Receive Services From the United States Bureau of Indian Affairs, published in the Federal Register on March 13, 2000. The Sheep Ranch Rancheria of Me-Wuk Indians of California is within the jurisdiction of the Central California Agency, Pacific Region, Bureau of Indian Affairs.

Should you have any questions with regard to this matter, please contact Mr. Raymond Fry, Tribal Operations Officer, at (916) 566-7124.

Sincerely,

*Sgt. Dale Rising, Sr.*

Dale Rising, Sr.  
Superintendent

cc: Silvia Burley, Chairperson, Sheep Ranch Rancheria

**EXHIBIT “16”**

0457



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS  
Washington, D.C. 20240

IN REPLY REFER TO:

Tribal Government Services  
BCCO 01792

JUN 7 2001

Honorable Silvia Burley  
Chairperson, California Valley Miwok Tribe  
aka "Sheep Ranch Rancheria of Me-Wuk  
Indians of California"  
1055 Winter Court  
Tracy, California 95376

Dear Chairperson Burley:

Thank you for your letter dated April 9, 2001, regarding the Tribal Council's desire to change the name of the *Sheep Ranch Rancheria of Me-Wuk Indians of California* to the *California Valley Miwok Tribe*. You have received conflicting information on how to accomplish the name change so you've requested us to clarify the matter.

The *Sheep Ranch Rancheria (Tribe)* is a small tribe that does not have a tribal constitution. The Tribe has a tribal council and conducts tribal business through resolution. A tribal resolution, such as resolution No. R-1-5-07-201, enacted by the Tribal Council on May 7, 2001, is sufficient to effect the tribal name change. The Tribe's new name has been included on the Tribal Entities List that will be published in the FEDERAL REGISTER later this year.

Some tribes have constitutions that contain a provision that specifically states the tribe's official name. In that situation, the tribe will have to amend that particular provision in the constitution before the new name will be published in the FEDERAL REGISTER. On the other hand, if the tribal constitution does not contain a provision that sets out the tribe's official name, an amendment to the constitution is unnecessary. In such instances, the tribe can change its name by enacting a tribal ordinance to establish its official name.

We hope that this information resolves the matter for you.

Sincerely,

Deputy Commissioner of Indian Affairs

cc: Regional Director, Pacific Region w/copy of incoming  
Superintendent, Central California Agency w/copy of incoming

16

**EXHIBIT “17”**

ADMITTED TO  
PRACTICE IN:  
CALIFORNIA, UTAH  
AND NEW MEXICO

# MANUEL CORRALES, JR.

A T T O R N E Y A T L A W

17140 BERNARDO CENTER DRIVE, SUITE 210  
SAN DIEGO, CALIFORNIA 92128  
TEL (858) 521-0634  
FAX (858) 521-0633

E-MAIL:  
mannycorrales@yahoo.com

COPY

June 6, 2014

Mr. Kevin Washburn  
U.S. Department of the Interior—Indian Affairs  
MS-4141-MB  
1849 C Street, NW  
Washington, D.C. 20240

Via Email and U.S. Mail

Dear Mr. Washburn:

This letter will respond to Mr. Robert Uram's email correspondence to you dated June 6, 2014. As I indicated, I represent the California Valley Miwok Tribe under the leadership of Silvia Burley.

Since Mr. Uram enclosed the Respondent Briefs of his clients, the Dixie Faction and its followers, I am enclosing a copy of the Tribe's Appellant's Opening Brief.

Mr. Uram's June 6, 2014 email to you contains serious misrepresentations typical of what his law firm and his client, Yakima Dixie ("Dixie"), have been engaged in for over 14 years. He is obviously embarrassed by the fact that he and Dixie perpetrated a fraud on the U.S. District Court by not informing the Court that Dixie had admitted under oath in a February 2012 deposition that he in fact resigned, and that his resignation was not forged as he had previously claimed. Since his deposition was taken after the August 31, 2011 decision challenged by Dixie and his followers through Mr. Uram's office, it was not considered by Mr. Echo Hawk in that decision.

17

## **YAKIMA DIXIE'S DEPOSITION TESTIMONY IS NOT "DISPUTED": IT IS UNREFUTED**

Mr. Uram asserts that Dixie's deposition testimony is "disputed." This is utterly false. Notably, Dixie had the opportunity to make changes to his deposition transcript, but he chose not to, thus refuting Mr. Uram's false assertion that he gave his testimony under stress and confusion. Both Dixie and his lawyers, Sheppard, Mullin, Richter & Hampton, LLP, received the original transcript for review in accordance with California law, and had the right to make any changes to that transcript within the 30 days allotted to do so. Yet they said nothing about Dixie's testimony admitting he had resigned being wrong in any way, or that it was given under stress or duress. It was the truth when it was given then, and it is the truth today, notwithstanding Mr. Uram's Monday morning quarter-backing comments on Dixie's state of mind.

## **DIXIE'S ADMISSION WAS ELICITED BY HIS OWN LAWYER**

Again, Mr. Uram's law firm, Sheppard, Mullin, Richter & Hampton, LLP, represented Dixie at his deposition, and it was in response to questions from his own lawyer that Dixie admitted resigning and admitted that his resignation was not forged after all. Mr. Uram's false claim that Dixie's life was threatened at the deposition is equally fallacious and nothing more than a desperate attempt to downplay the enormous impact of Dixie's testimony in the State of California proceeding and in the matter presently before you in reconsidering the August 31, 2011 decision.

## **DIXIE'S DEPOSITION TESTIMONY IS HIGHLY RELEVANT**

Dixie's deposition testimony can hardly be irrelevant to the issues before you on remand. Mr. Uram has a credibility problem and an obvious conflict. Since he misled the U. S. District Court and concealed from the Court Mr. Dixie's deposition testimony, it is in his best interest to argue (though falsely) that Dixie's deposition testimony is "irrelevant" to the issues before you on remand. Otherwise, he runs the risk of being disciplined from the State Bar. As the Assistant Secretary of Interior—

Indian Affairs (“ASI”) Larry Echo Hawk aptly observed in his August 31, 2011 decision:

“This decision is necessitated by a long and complex tribal leadership dispute that resulted in extensive administrative and judicial litigation.” (Emphasis added).

(Page 3, August 31, 2011 decision). Indeed, the IBIA decision that referred the matter to the ASI for resolution of the “enrollment issue” noted that the BIA was attempting to resolve the Tribal leadership dispute between Dixie and Silvia Burley (“Burley”) indirectly by attempting to enroll people as members against the Tribe’s will, because, as the BIA erroneously concluded, “Until the organization and membership issues were resolved, a leadership dispute between Burley and Yakima...could not be resolved, and resolution of that dispute was necessary for a functioning government-to-government relationship with the Tribe.” (51 IBIA 103 at 103-104).

As stated, the U.S. District Court relied on Dixie’s assertions, not knowing they were false, that he never resigned and that there was fraud and misconduct with respect to the Tribe’s leadership, in reaching its ultimate decision. For example, the U.S. District Court stated:

Here, the August 2011 Decision fails to address *whatsoever* the numerous factual allegations in the administrative record that raise significant doubts about the legitimacy of the General Council. From as early as April 1999, Yakima contested the validity of the Council. *See* AR 000182 (April 21, 1999 letter from Yakima to the BIA stating that he “cannot and will not resign as chairman of the Sheep Ranch Indian Rancheria”); *see also*, AR 000205 (October 10, 1999 letter from Yakima to BIA raising questions about Burley’s authority); AR 001690, 000231 (Yakima notifying the BIA of “fraud and misconduct” with respect to the Tribe’s leadership).

CVMT v. Jewell (formerly Salazar) (D.C. Dist. Ct. 2013) 2013 U.S. Dist. LEXIS 174535. Accordingly, based solely on the administrative record, the U.S. District Court concluded that Dixie’s claim that his resignation was forged and that he never resigned raised doubts about the validity of

the Tribal Council under the Burley Faction. If, as the U.S. District Court concluded, the legitimacy of the Tribal Council turns on whether Dixie resigned and whether there was fraud and misconduct in connection with respect to the Tribe's leadership (i.e., when Dixie's resignation was forged), then clearly Dixie's recent deposition testimony given in state court that he ~~resigned after all~~, and that his resignation was never forged, is highly relevant to the issues for you to consider upon remand. Accordingly, the Tribal leadership dispute was the driving force of the matter the ASI was asked to resolve by the IBIA, and it remains relevant for purposes of your reconsidered decision.

### CHADD EVERONE'S COMPLICITY EXPLAINS DIXIE'S FRAUD

The facts pertaining to Chadd Everone are not "wild accusation" as Mr. Uram would have you believe. They explain why Dixie falsely maintained for all these years that he never resigned and that his resignation was forged. Clearly, Dixie was not capable of leading the Tribe, because he was in and out of prison for murder (He murdered Burley's uncle) and other crimes and had problems with alcohol, all of which was detailed in his deposition. Having Burley take over made perfect sense, since she is bright and capable. However, after Dixie resigned, the September 1999 California Compacts were signed into law thus allowing Tribes in California to engage in the operation of gambling casinos. A group of investors heard about Dixie and somehow contacted him in the hopes of building a casino. However, as speaking with Dixie they realized that Burley, not Dixie was leading the Tribe as a result of Dixie's resignation. They then enlisted the help of Chadd Everone who then convinced Dixie to lie about his resignation so that he and his investors could build a casino using Dixie name.

Mr. Everone was not with the Peace Corp, nor was he engaged in social justice for a cause as he wants everyone to believe. For him, it's about taking over the Tribe so that he and other non-Indians can build a casino by using Dixie. It's about money. These are not "wild allegations," but relevant facts that explain why the Tribal leadership dispute has gone unresolved for over 14 years, and why a high-priced law firm like Sheppard, Mullin, Richter & Hampton, LLP, has been pursuing Dixie's purported claims for all of these years. He can't afford to pay their fees.

They are not working on the case “pro bono,” but are being financed by Everone and his group of investors.

The statements about Mr. Chadd Everone are accurate. He was deposed in the California State case and confirmed the information concerning his involvement in using Dixie to build a casino. He and his group of investors are looking to the \$1.1 million annual payments of Revenue Sharing Trust Fund (“RSTF”) money for the Tribe, presently accumulated to be over \$10 million, to finance a casino.

### MR. URAM HAS MISCHARACTERIZED THE ISSUES

Mr. Uram takes great liberties in mischaracterizing even the most basic facts, a practice that should be a “red flag” about his credibility. For example, he states in his email that I filed a Reply Brief on behalf on my client, Silvia Burley. However, a cursory review of the caption and signature pages of the appellant brief shows that the appeal is being prosecuted on behalf of the CALIFORNIA VALLEY MIWOK TRIBE, the plaintiff in the underlying action and the aggrieved party. Silvia Burley is not a party to that action.

Next, Mr. Uram characterizes the issue pending before the California Court of Appeal as whether the California Gambling Control Commission “properly exercised its discretion by choosing not to disburse [the RSTF payments] to a five person faction claiming to be the Tribe...” This is inaccurate and misleading. The issue is whether the Commission is legally justified in withholding the subject RSTF payments from the Tribe based on the potential that the Dixie Faction may prevail in the federal litigation. It is undisputed that the Compacts provide that the Commission has no discretion relative to the disbursement of those funds.

Most importantly, Mr. Uram mischaracterizes the issues for you to reconsider on remand. He falsely states that the U.S. District Court “held unreasonable your predecessor’s determinations that the tribe’s membership was limited to five people and that the 1998 resolution signed by two people established a valid Tribal government.” A half-truth is just as despicable as a full lie.

In reality, the U.S. District Court made it clear that the ASI merely assumed that the Tribe's membership is limited to five persons, and merely assumed that the General Council represents a duly constituted government, in light of the facts contained in the administrative record. (See Section B and C of the Discussion Section of Order). The Court merely wants you to develop facts to support these two determinations made in the August 31, 2011 decision.

### **THE ADMINISTRATIVE RECORD DID NOT CONTAIN DIXIE DEPOSITION TESTIMONY**

As pointed out, the administrative record the Court had before it for review did not contain the February 2012 deposition testimony of Dixie admitting he had in fact resigned and that there was no "fraud" or misconduct" in his resignation as Tribal Chairman. Instead, the U.S. District Court noted that "numerous factual allegations in the administrative record...raise significant doubts about the legitimacy of the General Council." What were those "numerous allegations"? They were Dixie's allegations that he never resigned and that his resignation was forged. Upon reconsideration, there will be no issue of assuming anything. The cold hard facts of Dixie's deposition testimony that was not part of the administrative record, will support the correct conclusion that the Tribal Council led by Burley is the valid governing body for the Tribe which Dixie himself agreed to and ratified in the documents he now admits signing.

In any event, Burley could not have taken advantage of Dixie relative to the establishment of the Tribal Council, since the resolution for its establishment was drafted by the Bureau of Indian Affairs ("BIA"), which both Dixie and Burley signed.

It should also be noted that Melvin Dixie, Yakima's brother, has been dead for several years.

### **DIXIE ADMITS THAT THE TRIBE CONSISTS OF "LESS THAN TEN (10) PEOPLE"**

Also missing from the administrative record is the statement made by Dixie in a brochure prepared for the investment of a gaming casino that states:

“Sheep Ranch...’ is a very small (<10 members), long-established (1916), federally recognized California Indian tribe that is qualified to receive benefits, including the right to establishment a Class III gambling facility...” (Emphasis added).

(Yakima Dixie “Bridge-loan Agreement & Prospectus, 2/26/2004). The sign “<” means “less than.” Thus, Dixie’s statement here is that the Tribe consists of “less than 10 members,” not “over 200 adults and their children” as falsely stated by Mr. Uram to the Court. It is a binding admission by Dixie on behalf of himself and his faction.

### **FACTS THAT SHOULD BE CONSIDERED ON REMAND, IN LIGHT OF DIXIE’S DEPOSITION TESTIMONY**

Upon reconsideration, the following facts would be relevant to support the conclusion that the General Council established in 1998 was, and is, a valid governing body for the Tribe, and that membership is validly limited to five (5) persons:

1. The September 24, 1998 letter from Dale Risling, Sr., of the BIA, to Yakima Dixie confirmed a meeting he and other BIA representatives had with Dixie and Burley on September 8, 1998. It was noted that prior to August 5, 1998, the only two members of the Tribe were Yakima Dixie and his brother, Melvin Dixie.

2. The September 24, 1998 letter confirms that the whereabouts of Melvin Dixie were at that time unknown.

3. The September 24, 1998 letter further confirms that on August 5, 1998, Yakima Dixie “accepted Silvia Burley, Rashel Reznor, Angelica Paulk, and Tristian Wallace as enrolled members of the Tribe.”

4. Dixie’s August 5, 1998 act, in light of the unknown whereabouts of Melvin Dixie, was a valid and binding act of conferring Tribal membership consistent with Indian law. Williams v. Gover (9<sup>th</sup> Cir. 2007) 490 F.3d 785, 490 (holding that an unorganized tribe had the

right and power to pass a resolution deciding who is to be a member of its tribe, citing Santa Clara Pueblo v. Martinez (1978) 436 U.S. 49).

5. In the September 24, 1998 letter, the BIA recommended that the Tribe “operate as a General Council,” and the BIA enclosed a draft General Council resolution (Resolution #GC-98-01) specifying the general powers of the General Council and the rules for governing the Tribe.”

6. The September 24, 1998 letter further provided that “[o]nce the General Council adopted such a resolution, the General Council would then proceed to elect or appoint a Chairperson...”

7. Consistent with the September 24, 1998 letter, Dixie and Burley drafted Resolution #GC-98-01, patterned after the draft resolution given to them by the BIA, signed it on November 5, 1998, and submitted it to the BIA.

8. The signed Resolution #GC-98-01 noted that “[t]he whereabouts of Melvin Dixie are unknown.”

9. The signed Resolution #GC-98-01 further confirmed that membership consisted of at least the following: Yakima Dixie, Silvia Fawn Burley, Rashel Kawehilani Reznor, Anjelica Josett Paulk, and Tristian Shawnee Wallace, and indicated that “this membership may change in the future consistent with the Tribe’s ratified constitution and any duly enacted Tribal membership statutes.” Thus, should Melvin Dixie’s whereabouts be determined, he could be added to the membership role.

10. As a result of Resolution #GC-98-01, Dixie was appointed as the Tribal Chairman.

11. On April 20, 1999, Dixie signed a document entitled “Formal Notice of Resignation,” wherein he states that he is resigning as Chairperson of the Tribe. (Copy attached).

12. On April 20, 1999, Dixie, Burley and Reznor all signed a document stating that “[t]he General Council as the governing body of the [Tribe] has agreed to accept the resignation of Chairperson from Mr. Yakima K. Dixie.” Dixie signed as Chairperson, thus ratifying Resolution #GC-98-01 establishing the General Council. The document also stated that the General Council “has officially appointed Silvia Burley as Chairperson of the [Tribe]...” (Copy attached).

13. Ten (10) days after resigning, Dixie signed a document for the development of a casino with the Tribe. However, he signed as “Tribal Member” under the signature of Silvia Burley who signed as “Chairperson” of the Tribe. (Copy attached).

14. On July 7, 1999, Dixie wrote the BIA, through his attorney who had a power of attorney, and referred to himself as the “Vice President” of the Tribe, not the Chairman.

15. Later, on July 23, 1999, Dixie signed an Addendum to the Development Agreement. He again signed as “Tribal Member,” not as Tribal Chairperson, under the signature of Burley who signed as “Chairperson” of the Tribe. (Copy attached).

16. Dixie was shown each of these documents containing his signature at his deposition in February 2012, and he confirmed that they were indeed his signatures.

17. Near the end of 1999, Dixie met with Chadd Everone who convinced him he needed to lie about resigning from the Tribe, so that they, together with other investors, could take advantage of the newly signed Compacts various Tribes signed with the California Governor allowing Tribes to operate gambling casinos, and build a casino using Dixie. Thereafter, up until February 2012, Dixie falsely maintained that he never resigned and that his resignation was a forgery.

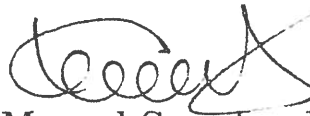
Mr. Uram’s contention that Dixie’s deposition testimony does not prove that he resigned is frivolous at best, and is contradicted by the above-referenced documents Dixie admitted signing. Resolution #GC-

98-01 unambiguously contains a statement that Tribal membership consisted of only five (5) persons, thus confirming the BIA's statement in its September 24, 1998 letter to Dixie that he had accepted those persons as members of the Tribe, with Burley identified as one of those members.

It is the Tribe's hope that the administrative record can be supplemented to show these facts, especially the deposition testimony of Dixie admitting he resigned as Tribal Chairman, so that nothing is concealed and that truth will prevail.

A copy of the tribe's Appellant's Opening Brief is enclosed, together with the documents showing that Dixie in fact resigned.

Very truly yours,



Manuel Corrales, Jr.

Enclosures

Cc: Silvia Burley, Chairperson, California Valley Miwok Tribe  
Robert Uram, Esq.  
Terry Singleton, Esq.  
Robert Rosette, Esq.

## Sheep Ranch Tribe of Me-Wuk Indians

### Formal notice of resignation

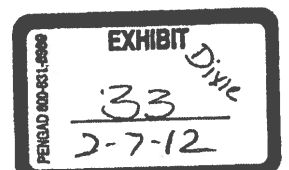
*I Yakima K. Dixie being of sound mind and body on this date of Tuesday April 20<sup>th</sup>, 1999, am resigning as Chairperson of the Sheep Ranch Tribe of Me-Wuk Indians Sheep Ranch, California. This written document shall serve as a formal notice within the Tribe and to the United States Government and/or any other powers that may be.*

Signed

*Yakima Kenneth Dixie*

YAKIMA K. DIXIE

Cc: Mr. Yakima K. Dixie  
11178 School Road  
P.O. BOX 41  
Sheep Ranch, CA 95250  
(209) 728-8625



**GENERAL COUNCIL GOVERNING BODY OF THE SHEEP RANCH TRIBE OF ME-WUK INDIANS**

**RE: Chairperson**

**SPECIAL MEETING CALLED TO ORDER ON THE 20<sup>TH</sup> OF APRIL 1999.**

**Time Beginning: 12:00 NOON**

**The General Council as the Governing Body of the Sheep Ranch Tribe of Me-Wuk Indians has agreed to accept the resignation of Chairperson from Mr. Yakima K. Dixie.**

**The General Council has appointed Silvia Burley as Chairperson.**

Signed *Yakima K. Dixie*  
Yakima K. Dixie (Chairperson)  
Sheep Ranch Tribe of Me-Wuk Indians

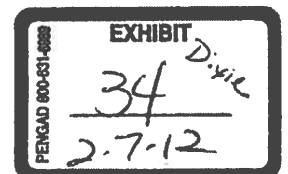
Signed *Silvia Burley*  
Silvia Burley (Secretary/Treasurer)  
Sheep Ranch Tribe of Me-Wuk Indians

Signed *Rashel K. Reznor*  
Rashel K. Reznor (Tribal Member)  
Sheep Ranch Tribe of Me-Wuk Indians

**RESOLVED: That the General Council is in agreement to the acceptance of the resignation of Mr. Yakima K. Dixie as Chairperson and has officially appointed Silvia Burley as Chairperson of the Sheep Ranch Tribe of Me-Wuk Indians, now, therefore be it.**

**This Special Meeting is now adjourned.**

**Time Ending: 12:30 PM**



GENERAL COUNCIL GOVERNING BODY  
OF THE  
SHEEP RANCH TRIBE OF ME-WUK INDIANS

GENERAL COUNCIL  
MEETING:

There will be a meeting of all voting members of the Sheep Ranch Tribe of Me-Wuk Indians on the 8<sup>th</sup> day of May, 1999, at the Sheep Ranch Rancheria, starting at 2 pm and continuing until all the below agenda items are finished:

- √RATIFICATION OF CONSTITUTION;
- √ORGANIZATION OF PROVISIONAL GOVERNMENT;
- √ELECTION OF OFFICERS;
- √DEVELOPMENT AGREEMENT;
- √SELECTION OF ATTORNEY & CONTRACT APPROVAL

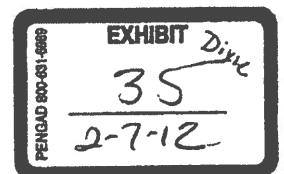
CERTIFICATION OF NOTICE

I certify by my signature below that I have received actual notice of the above meeting all agenda items a minimum of one week prior to attending the meeting and waive any objection to any notice requirements through my attendance and participation in the meeting:

Yakima R. Dixie  
Yakima Dixie 5-8-99

Silvia Burley 5-8-99  
Silvia Burley

Rashel Reznor 5-6-99  
Rashel Reznor



**DEVELOPMENT AGREEMENT**

THIS AGREEMENT is made and entered into this 30 day of Apr. 1, 1999 by and between the Sheep Ranch Tribe of Me-Wuk Indians, a Federally recognized Indian Tribe, hereinafter referred to as "Tribe," acting by and through its duly authorized Officers, who hereby certify and represent that they are empowered to so act, and BBC Entertainment, Inc., A Minnesota corporation, with a business address of P.O. Box 21, Mission, SD, 57555 hereinafter referred to as "BBC" and/or "Developer."

WHEREAS, the Tribe desires to acquire land for a tribal land base and to establish physical boundaries of its closed reservation and development of a Gaming Project;

WHEREAS, the Tribe desires to establish an Enterprise for development and gaming purposes to provide income, training, employment, and the betterment of life for the people of the Tribe; and

WHEREAS, Developer has the expertise, experience, resources, and personnel who are experienced in the various fields required; and

WHEREAS, Developer desires to provide for the Tribe certain required, legal infrastructure, resources and financing in order to acquire a site for a gaming facility on tribal land, and for other purposes; and

WHEREAS, the Tribe desires to engage the Developer to perform the services and provide the necessary resources for the development and construction of a gaming facility in return for the payment of the development fee specified herein, and to provide the Enterprise financing for the same; and

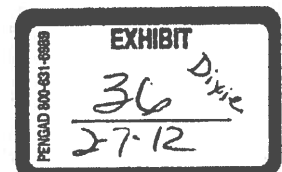
WHEREAS, the Tribe is a sovereign entity, as that term is defined by the laws and Courts of this nation and will do nothing to diminish that sovereignty, but realizes that the investment of the substantial amounts of funds contemplated by this Agreement requires that the rights and interests of those who provide such funds need to be protected; and

DEVELOPMENT AGREEMENT

Page 1 of 15

Mary T. Wynne, Attorney at Law  
P.O. Box 1218 Tel 509.422.6267  
Okanogan, WA 98840 Fax 509.422.6268

36.1



IN WITNESS THEREOF, this Agreement was signed, sealed and entered into the day and year above first written, in duplicate originals by the undersigned parties who represent and warrant that they have the authority so to do.

By: Silvia Burley By: Rashel K. Reznor  
SILVIA BURLEY RASHEL K. REZNOR  
Its: CHAIRPERSON OF THE Its: TRIBAL MEMBER  
GENERAL COUNCIL

By: Yakima Dixie  
YAKIMA DIXIE  
Its: TRIBAL MEMBER

BBC ENTERTAINMENT, INC  
By: [Signature]  
Charles C. Colombe  
Its: PRESIDENT  
By: Viola Colombe  
Its: SECRETARY

1 canceled without any reimbursement to the Developer of any project development  
2 expenses accrued to date. Should a dispute regarding the existence of fault arise,  
3 then this dispute shall be submitted to arbitration pursuant to Section E, Other  
4 Provisions, paragraph 5, of this Agreement.

5 Further, it is understood between below signed parties that any actions taken  
6 pursuant to the authority granted by this Addendum shall only be taken upon written  
7 notice to all parties.

8  
9 Executed on this 23 day of JULY, 1999 at  
10 Sheep Ranch (City), Calaveras County, (County),  
11 California (State).

12 *Sirvis Burley*  
13 Sirvis Burley, Chairperson  
14 *Yakima Dade*  
15 Yakima Dade, Tribal Member  
16 *Charles Colombe*  
17 Charles Colombe, BBC Entertainment

18 *Rachel K. Reznor*  
19 Rachel K. Reznor, Tribal Member  
20 *Mary T. Wynne*  
21 Mary T. Wynne, Attorney at Law  
22 *Charles Colombe*  
23 BBC/SECRETARY/WITNESS

24  
25  
26  
27 ADDENDUM TO DEVELOPMENT AGREEMENT

MARY T WYNNE  
ATTORNEY AT LAW  
POB 1218  
212 5<sup>th</sup> AVE. N., SUITE # 3  
OLANDO, WA 98340  
(360) 422-6267  
(360) 422-6268 (FAX)

**EXHIBIT “18”**

**Subject:** Fw: CVMT v. Cal. Gambling Control Comm. (Appellant's Reply Brief)  
**From:** Manuel Corrales (mannycorrales@yahoo.com)  
**To:** kevin\_washburn@ios.doi.gov;  
**Date:** Saturday, May 17, 2014 8:58 AM

**COPY**

Manuel Corrales, Jr., Esq.  
17140 Bernardo Center Drive, Suite 210  
San Diego, California 92128  
Tel: (858) 521-0634  
Fax: (858) 521-0633  
mannycorrales@yahoo.com

----- Forwarded Message -----

**From:** Manuel Corrales <mannycorrales@yahoo.com>  
**To:** "kevin\_washburn@ois.doi.gov" <kevin\_washburn@ois.doi.gov>  
**Cc:** "sequoyah\_simmerman@ios.doi.gov" <sequoyah\_simmerman@ios.doi.gov>; "michael.berrigan@sol.doi.gov" <michael.berrigan@sol.doi.gov>; "lawrence\_roberts@ios.doi.gov" <lawrence\_roberts@ios.doi.gov>; "larry\_roberts@ios.doi.gov" <larry\_roberts@ios.doi.gov>; "s.burley@californiavalleymiwoktribe-nsn.gov" <s.burley@californiavalleymiwoktribe-nsn.gov>; Tiger Paulk <tigerplk@yahoo.com>; Terry Singleton <terry@terrysingleton.com>  
**Sent:** Friday, May 16, 2014 8:38 PM  
**Subject:** CVMT v. Cal. Gambling Control Comm. (Appellant's Reply Brief)

Mr. Washburn:

Attached is a copy of Appellant's Reply Brief filed in the case of CVMT v. CGCC. I represent the Appellant, California Valley Miwok Tribe ("CVMT"), in that case. The recent U.S. District Court's decision has been judicially noticed by the State California Court of Appeal, as well as other documents in connection with Yakima Dixie's challenge of your August 31, 2011 decision.

In light of the order remanding your August 31, 2011 decision for reconsideration, my client has authorized me to forward this Reply Brief to you for your review, so as to apprise you of issues that arose after your August 31, 2011 decision that was not part of the administrative record and that may be of interest in the process of reconsidering your decision, including supplementing the administrative record. Of particular interest is Yakima Dixie's deposition testimony taken in this California State case in which he admits that he in fact

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resigned as Chairman of the Miwok Tribe in 1999, and that his resignation was never forged as he had previously claimed for all these years. The U.S. District Court's decision mentioned Dixie's claim that he never resigned and his claim of purported fraud in connection with the Tribal Council.

It is my hope that the facts and points raised in this Reply Brief will prompt you to order the administrative record to be supplemented prior to you issuing a reconsidered decision. My client considers Dixie's deposition testimony to be highly critical to your reconsidered decision. As you know, the administrative record is replete with references by the BIA that the Tribal leadership dispute between Dixie and Silvia Burley had "crippled" the Tribe for all of these years, and resulted in extensive administrative and civil litigation. Indeed, your August 31, 2011 decision mentioned this fact as well.

Based on Dixie's deposition testimony, it would appear that Dixie may have misled the U.S. District Court. Notably, Dixie was represented at his deposition by Shepherd, Mullin, Richter & Hampton, the same attorneys representing Dixie and his group in the federal litigation, yet those lawyers never mentioned this fact to the Court.

Should you have any questions, please feel free to contact me.

Manuel Corrales, Jr., Esq.  
17140 Bernardo Center Drive, Suite 210  
San Diego, California 92128  
Tel: (858) 521-0634  
Fax: (858) 521-0633  
mannycorrales@yahoo.com

---

### Attachments

- ReplyBriefMiwokComm2may14 copy.pdf (7.33MB)

**EXHIBIT “19”**

2007-06-07-Rickards.fwp



**California Valley Miwok Tribe, California**  
(formerly the Sheep Ranch Rancheria of Me-Wuk Indians of California)  
Mail: 11178 Sheep Ranch Rd.; Mountain Ranch, California 95246  
209-728-8726  
{www.californiavalleymiwok.com}

June 7, 2007

Chadd Everone, Deputy  
2140 Shattuck Avenue #602  
Berkeley, California 94704



Dean Shelton, Commission Chairman  
Attn. Cyrus J. Rickards, Chief Counsel  
State of California Gambling Control Commission  
2399 Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833-4231  
Tele: 916-263-0700  
Fax: 916-263-0499  
<crickards@cgcc.ca.gov >

c.c. John Cruz, Stephanie Shimazu, Alexandra Vuksich

Chairman Shelton and Counsel Rickards:

Consider this letter to be a formal request for a hearing by the Commission, as soon as possible, on the matter of distributing RSTF money to Tribe in the custody of Silvia Burley.

I received a copy of your letter to Karla Bell, dated June 4, 2007. We appreciate being notified of this, obviously, important event; and I wish that we had been informed during the decision process to make our views known, earlier. As we approach a definitive determination by the BIA of the organizing group of members, this would seem to be a last-ditch effort on the part of Silvia Burley to pilfer tribal assets. It is possible that your Commission is not aware of how close the BIA is to identifying a person(s) of authority for all purposes for this Tribe; and hopefully, the information here will appraise you of how inappropriate the Commission's decision is to distribute the funds, at this time. We request that you postpone implementing the disbursement of funds from the RSFT until the matter can, at least, receive a fair hearing before the Commission. I have asked our attorneys, Liz Walker (in Washington D.C.) and Peter Melnicoe and Arlo Smith, to help shepherd our response to this issue; and I hope that you will accept their entry into this matter on behalf of Yakima Dixie, the putative member class, and the Tribe. As you know, this has been an extremely arduous process; and I will review only the most recent events that are relevant to determining the tribal authority.

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2007-06-07-Rickards.lwp

- 46 • On November 6, 2007, Superintendent Burdick announced to Yakima Dixie and to  
48 Silvia Burley the intention of the BIA to move forward with organizing the tribe  
50 under the Indian Reorganization Act. (In 1935, this Tribe voted to become organized  
under that Act but never did so, until recently due to Mr. Dixie's promulgation and as  
opposed by Ms. Burley.)

<http://www.californiavalleymiwok.com/2006-11-06-BIA-Mandate.pdf>

- 52 • On November 10, 2007, Silvia Burley filed an Appeal of that Burdick Mandate, in  
54 which she opposed the BIA being involved in helping the Tribe to become organized.

<http://www.californiavalleymiwok.com/2006-11-10-Burley-Appeal.pdf>

56 Ms. Burley's position is and always has been that because the BIA did recognize her  
58 as a Spokesperson at one time that that designation is immutable and permanent. She  
seems to reason that because the Tribe has a form of sovereign immunity that, *ipso*  
60 *facto*, she is a sovereign person and not subject to any limitations from external  
sources, capable of dis-enrolling the individual who originally gave her tribal status,  
62 ignoring any rights and status of other Miwok Indians with a claim to membership,  
distribution money and benefits only to herself and her daughters, and in all manners  
64 acting *sui juris*. She does not accept the fact that the U.S. government, being a sover-  
eign entity itself (indeed, the superior sovereign in this case) that it has the inherent  
66 right to identify the people with whom it decides to deal as authorities for the Tribe.

- On March 7, 2007, Ms Burley and her two daughters write a letter to Bureau in which  
68 they are critical of the BIA down-grading their recognition of Silvia Burley.

"References to our Chairperson from your office have evolved from  
70 Chairperson until August Of 2004 to Spokesperson in November of 2004  
to "person of authority" in 2006 and now, simply "Silvia Burley."

<http://www.californiavalleymiwok.com/2007-03-07-BurleyToBurdick.pdf>

72 Indeed, at the Annual Tribal Budge Conference of the BIA in March 2007, the official  
74 roster of tribes does not list any authority or address for California Valley Miwok Tribe,  
which, among the 54 tribes listed, is the only one without any authority or address. See  
76 enclosure and URL below.

<http://www.californiavalleymiwok.com/2007-03-27-BIA-BudgetConf.pdf>

- 78 • On February 23, 2007, Superintendent Burdick called a meeting between Yakima  
80 Dixie and Silvia Burley in an attempt to explore a negotiated settlement.

<http://www.californiavalleymiwok.com/2007-02-23-BIA-Notice.pdf>

82 Mr. Dixie accepted the meeting.  
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- On February 27, 2007, Ms. Burley declined to attend such a meeting, and the meeting  
86 was canceled.

2007-06-07-Rickards.lwp

<http://www.californiavalleymiwok.com/2007-02-27-Burley-BIA-meeting.pdf>

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• On April 2, 2007, Regional Director Gregory denied Silvia Burley's Appeal of November 10, 2006. In this denial, he gives a fairly thorough and, according to my understanding, accurate exposition of the history of the Tribe (presumably because he assumed that she would file an Appeal with the Interior Board of Indian Appeals). On page 1, he provides the premise for his denial.

"It is a well established BIA policy that the federal government not intervene in internal tribal disputes where there is no threat to government-to-government relationship. However, in this situation, where the BIA does not recognize a tribal government we feel that such a threat appears imminent, and we believe that the better course of actions would be to allow the Agency to assist the Tribe to sort out the situation. Therefore, based on our analysis, it was concluded that I remand this matter back to the Superintendent and allow the Agency to continue with its plans to assist the Tribe with its organizational efforts."

On page 2, he states:

"The BIA has recognized Mr. Yakima Dixie, one of the two remaining heirs, as the spokesperson of the Tribe until April 1999. This recognition was based on the fact that Yakima Dixie is a lineal descendant of the sole distributee, his mother Mable Hodge Dixie."

On page 3:

"On August 5, 1998, by letter signed by Yakima Dixie, as Spokesperson/ Chairman of the Sheep Ranch Rancheria informed the Agency that he had accepted you and your daughters; Rashel K Reznor and Angelica J. Paulk, and granddaughter Tristian S. Wallace as enrolled members of the Tribe. However, he did not provide the criteria he used to determine your eligibility to be enrolled in the Tribe; what documentation that you provided to substantiate your eligibility to be enrolled and his authority to initiate this enrollment action."

As you can see, the Director suggests that Yakima may not have properly enrolled Silvia Burley. The Director then goes on to discuss Mr. Dixie's purported resignation letter of April 20, 1999 (which we have demonstrated is invalid, *per se* and *per quod*, and, according to a professional document examiner, is probably a forgery). He cites Mr. Dixie's notification of April 21, 1999 that "he cannot and will not resign as Chairman of the Tribe" and a series of events that are associated with the tribal authority. It seems quite clear that, while Silvia Burley is "considered as a person of authority ... for the purpose of receiving P.L. 93-638 contract/grants and services ....", this does not mean that she is a person of authority for all purposes and that a proper authority for the Tribe cannot be determined until a "putative" group is identified, which now (as of mid-April 2007) *has been* identified. I have included this letter as an exhibit.

<http://www.californiavalleymiwok.com/2007-04-02-RegionToBurley.pdf>

2007-06-07-Rickards.lwp

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- On April 11, 2007 and other dates, the BIA published a Public Notice, a copy of which I have included herein. Because the on-going dispute in tribal authority had no prospect of being resolved within the tribe (*an issue which rests solely on the shoulders of Silvia Burley*) and because this jeopardizes the relationship between the government and the tribe, the BIA must exercise its trust responsibility to name a "putative" member class for the purpose of helping the tribe to become organized in a manner which represents the legitimate Miwok community and which, therefore, can be recognized by the BIA. To resolve the dilemma, the BIA named 14 historic (i.e., deceased) individuals who are on record as being known to the BIA as members. There are only 14 individuals who are known to the BIA. Then, the BIA solicits open submittals for anyone to demonstrate that one is a lineal descendant of such a denominated person. The cut-off date for submittals was May 25, 2007. Once the BIA has confirmed lineal descent, then the Bureau will call a meeting of that group and deal with that group for the organization of the Tribe. I have included this notice as an exhibit.

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<http://www.californiavalleymiwok.com/2007-04-11-BIA-PublicNotice-AmadorLedgerDispatch.pdf>

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- On May 25, 2007, I forwarded my analysis to the Superintendent. As far as I can determine, Silvia Burley is not a lineal descendant of any of the persons which the BIA has identified in its Public Notice, above. Indeed, most of the persons, who have been active in the organization, are not lineal descendants of the named persons, which does not mean that they will not become members once the organizing group is established. In particular, see page 7 for a genealogical chart. I have included this letter as an exhibit. Consequently, Ms. Burley would not be a tribal member and, therefore, could not be a person of authority. Realizing now that Ms. Burley does not belong to this Tribe, Mr. Dixie will repudiate any affiliation which she might have with the Tribe.

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<http://www.californiavalleymiwok.com/2007-05-25-Burdick-memo.pdf>

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We believe that there is overwhelming evidence which supports the Commission to stay any distribution of funds from the RSTF until the BIA makes definitive conclusions about legitimate membership. Given the history of this case, if the BIA has not as yet explicitly identified an authority, the Commission should not have the obligation (nor indeed the authority) to release these funds to anyone. And we expect this to be resolved in the very near future.

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Sincerely,      Drafted by,

\_\_\_\_\_  
Chadd Everone, Deputy

\_\_\_\_\_  
Yakima Dixie, Chief

**EXHIBIT “20”**



1973, as amended (16 U.S.C. 1531 *et seq.*).

**Lori Nordstrom,**  
*Assistant Regional Director, Ecological Service, Midwest Region.*  
[FR Doc. 2024-29018 Filed 12-10-24; 8:45 am]  
BILLING CODE 4333-15-P

**DEPARTMENT OF THE INTERIOR**

**Bureau of Indian Affairs**

[256A2100DD/AAKC001030/  
AOA501010.999900]

**Indian Entities Recognized by and Eligible To Receive Services From the United States Bureau of Indian Affairs**

**AGENCY:** Bureau of Indian Affairs, Interior.

**ACTION:** Notice.

**SUMMARY:** This notice publishes the current list of 574 Tribal entities recognized by and eligible for funding and services from the Bureau of Indian Affairs (BIA) by virtue of their status as Indian Tribes.

**DATES:** The list is updated from the notice published on January 8, 2024 (88 FR 944).

**FOR FURTHER INFORMATION CONTACT:** Ms. Shyla Joe, Bureau of Indian Affairs, Tribal Relations Specialist, Office of Indian Services, Mail Stop 3645-MIB, 1849 C Street NW, Washington, DC 20240. Telephone number: (202) 513-7641.

**SUPPLEMENTARY INFORMATION:** This notice is published pursuant to section 104 of the Federally Recognized Indian Tribe List Act of November 2, 1994 (Pub. L. 103-454; 108 Stat. 4791, 4792), in accordance with section 83.6(a) of part 83 of title 25 of the Code of Federal Regulations, and in exercise of authority delegated to the Assistant Secretary—Indian Affairs under 25 U.S.C. 2 and 9 and Department of the Interior Manual part 209, chapter 8. Published below is an updated list of federally recognized Indian Tribes within the contiguous 48 states and Alaska. Amendments to the list include formatting edits and name changes.

To aid in identifying Tribal name changes, Tribes' previously listed, former names, or also known as (aka) names are included in parentheses after the correct current Tribal name. The BIA will continue to list the Tribe's former or previously listed name for several years before dropping the former or previously listed name from the list.

The listed Indian entities are recognized to have the immunities and privileges available to federally

recognized Indian Tribes by virtue of their Government-to-Government relationship with the United States as well as the responsibilities, powers, limitations, and obligations of such Indian Tribes. The BIA has continued the practice of listing the Alaska Native entities separately for the purpose of facilitating identification of them.

**Bryan Newland,**  
*Assistant Secretary—Indian Affairs.*

**Indian Tribal Entities Within the Contiguous 48 States Recognized by and Eligible To Receive Services From the United States Bureau of Indian Affairs**

- Absentee-Shawnee Tribe of Indians of Oklahoma
- Agua Caliente Band of Cahuilla Indians of the Agua Caliente Indian Reservation, California
- Ak-Chin Indian Community
- Alabama-Coushatta Tribe of Texas
- Alabama-Quassarte Tribal Town
- Alturas Indian Rancheria, California
- Apache Tribe of Oklahoma
- Assiniboine and Sioux Tribes of the Fort Peck Indian Reservation, Montana
- Augustine Band of Cahuilla Indians, California
- Bad River Band of the Lake Superior Tribe of Chippewa Indians of the Bad River Reservation, Wisconsin
- Bay Mills Indian Community, Michigan
- Bear River Band of the Rohnerville Rancheria, California
- Berry Creek Rancheria of Maidu Indians of California
- Big Lagoon Rancheria, California
- Big Pine Paiute Tribe of the Owens Valley
- Big Sandy Rancheria of Western Mono Indians of California
- Big Valley Band of Pomo Indians of the Big Valley Rancheria, California
- Bishop Paiute Tribe
- Blackfeet Tribe of the Blackfeet Indian Reservation of Montana
- Blue Lake Rancheria, California
- Bridgeport Indian Colony
- Buena Vista Rancheria of Me-Wuk Indians of California
- Burns Paiute Tribe
- Cabazon Band of Cahuilla Indians (previously listed as Cabazon Band of Mission Indians, California)
- Cachil DeHe Band of Wintun Indians of the Colusa Indian Community of the Colusa Rancheria, California
- Caddo Nation of Oklahoma
- Cahto Tribe of the Laytonville Rancheria
- Cahuilla Band of Indians
- California Valley Miwok Tribe, California
- Campo Band of Diegueno Mission Indians of the Campo Indian Reservation, California

- Capitan Grande Band of Diegueno Mission Indians of California (Barona Group of Capitan Grande Band of Mission Indians of the Barona Reservation, California; Viejas (Baron Long) Group of Capitan Grande Band of Mission Indians of the Viejas Reservation, California)
- Catawba Indian Nation
- Cayuga Nation
- Cedarville Rancheria, California
- Chemehuevi Indian Tribe of the Chemehuevi Reservation, California
- Cher-Ae Heights Indian Community of the Trinidad Rancheria, California
- Cherokee Nation
- Cheyenne and Arapaho Tribes, Oklahoma
- Cheyenne River Sioux Tribe of the Cheyenne River Reservation, South Dakota
- Chickahominy Indian Tribe
- Chickahominy Indian Tribe—Eastern Division
- Chicken Ranch Rancheria of Me-Wuk Indians of California
- Chippewa Cree Indians of the Rocky Boy's Reservation, Montana
- Chitimacha Tribe of Louisiana
- Citizen Potawatomi Nation, Oklahoma
- Cloverdale Rancheria of Pomo Indians of California
- Cocopah Tribe of Arizona
- Coeur D'Alene Tribe
- Cold Springs Rancheria of Mono Indians of California
- Colorado River Indian Tribes of the Colorado River Indian Reservation, Arizona and California
- Comanche Nation, Oklahoma
- Confederated Salish and Kootenai Tribes of the Flathead Reservation
- Confederated Tribes and Bands of the Yakama Nation
- Confederated Tribes of Siletz Indians of Oregon
- Confederated Tribes of the Chehalis Reservation
- Confederated Tribes of the Colville Reservation
- Confederated Tribes of the Coos, Lower Umpqua and Siuslaw Indians
- Confederated Tribes of the Goshute Reservation, Nevada and Utah
- Confederated Tribes of the Grand Ronde Community of Oregon
- Confederated Tribes of the Umatilla Indian Reservation
- Confederated Tribes of the Warm Springs Reservation of Oregon
- Coquille Indian Tribe
- Coushatta Tribe of Louisiana
- Cow Creek Band of Umpqua Tribe of Indians
- Cowlitz Indian Tribe
- Coyote Valley Band of Pomo Indians of California
- Crow Creek Sioux Tribe of the Crow Creek Reservation, South Dakota

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Federal Register / Vol. 89, No. 238 / Wednesday, December 11, 2024 / Notices

Crow Tribe of Montana  
 Delaware Nation, Oklahoma  
 Delaware Tribe of Indians  
 Dry Creek Rancheria Band of Pomo  
 Indians, California  
 Duckwater Shoshone Tribe (*previously*  
 listed as Duckwater Shoshone Tribe of  
 the Duckwater Reservation, Nevada)  
 Eastern Band of Cherokee Indians  
 Eastern Shawnee Tribe of Oklahoma  
 Eastern Shoshone Tribe of the Wind  
 River Reservation, Wyoming  
 Elem Indian Colony of Pomo Indians of  
 the Sulphur Bank Rancheria,  
 California  
 Elk Valley Rancheria, California  
 Ely Shoshone Tribe of Nevada  
 Enterprise Rancheria of Maidu Indians  
 of California  
 Ewilaapaayp Band of Kumeyaay  
 Indians, California  
 Federated Indians of Graton Rancheria,  
 California  
 Flandreau Santee Sioux Tribe of South  
 Dakota  
 Forest County Potawatomi Community,  
 Wisconsin  
 Fort Belknap Indian Community of the  
 Fort Belknap Reservation of Montana  
 Fort Bidwell Indian Community of the  
 Fort Bidwell Reservation of California  
 Fort Independence Indian Community  
 of Paiute Indians of the Fort  
 Independence Reservation, California  
 Fort McDermitt Paiute and Shoshone  
 Tribes of the Fort McDermitt Indian  
 Reservation, Nevada and Oregon  
 Fort McDowell Yavapai Nation, Arizona  
 Fort Mojave Indian Tribe of Arizona,  
 California & Nevada  
 Fort Sill Apache Tribe of Oklahoma  
 Gila River Indian Community of the Gila  
 River Indian Reservation, Arizona  
 Grand Traverse Band of Ottawa and  
 Chippewa Indians, Michigan  
 Greenville Rancheria  
 Grindstone Indian Rancheria of Wintun-  
 Wailaki Indians of California  
 Guidiville Rancheria of California  
 Habematolel Pomo of Upper Lake,  
 California  
 Hannahville Indian Community,  
 Michigan  
 Havasupai Tribe of the Havasupai  
 Reservation, Arizona  
 Ho-Chunk Nation of Wisconsin  
 Hoh Indian Tribe  
 Hoopa Valley Tribe, California  
 Hopi Tribe of Arizona  
 Hopland Band of Pomo Indians,  
 California  
 Houlton Band of Maliseet Indians  
 Hualapai Indian Tribe of the Hualapai  
 Indian Reservation, Arizona  
 Iipay Nation of Santa Ysabel, California  
 Inaja Band of Diegueno Mission Indians  
 of the Inaja and Cosmit Reservation,  
 California  
 Ione Band of Miwok Indians of  
 California  
 Iowa Tribe of Kansas and Nebraska  
 Iowa Tribe of Oklahoma  
 Jackson Band of Miwuk Indians  
 Jamestown S'Klallam Tribe  
 Jamul Indian Village of California  
 Jena Band of Choctaw Indians  
 Jicarilla Apache Nation, New Mexico  
 Kaibab Band of Paiute Indians of the  
 Kaibab Indian Reservation, Arizona  
 Kalispel Indian Community of the  
 Kalispel Reservation  
 Karuk Tribe  
 Kashia Band of Pomo Indians of the  
 Stewart's Point Rancheria, California  
 Kaw Nation, Oklahoma  
 Keweenaw Bay Indian Community,  
 Michigan  
 Kialegee Tribal Town  
 Kickapoo Traditional Tribe of Texas  
 Kickapoo Tribe of Indians of the  
 Kickapoo Reservation in Kansas  
 Kickapoo Tribe of Oklahoma  
 Kiowa Indian Tribe of Oklahoma  
 Klamath Tribes  
 Kletsel Dehe Wintun Nation of the  
 Cortina Rancheria (*previously* listed  
 as Kletsel Dehe Band of Wintun  
 Indians)  
 Koi Nation of Northern California  
 Kootenai Tribe of Idaho  
 La Jolla Band of Luiseno Indians,  
 California  
 La Posta Band of Diegueno Mission  
 Indians of the La Posta Indian  
 Reservation, California  
 Lac Courte Oreilles Band of Lake  
 Superior Chippewa Indians of  
 Wisconsin  
 Lac du Flambeau Band of Lake Superior  
 Chippewa Indians of the Lac du  
 Flambeau Reservation of Wisconsin  
 Lac Vieux Desert Band of Lake Superior  
 Chippewa Indians of Michigan  
 Las Vegas Tribe of Paiute Indians of the  
 Las Vegas Indian Colony, Nevada  
 Little River Band of Ottawa Indians,  
 Michigan  
 Little Shell Tribe of Chippewa Indians  
 of Montana  
 Little Traverse Bay Bands of Odawa  
 Indians, Michigan  
 Lone Pine Paiute-Shoshone Tribe  
 Los Coyotes Band of Cahuilla and  
 Cupeno Indians, California  
 Lovelock Paiute Tribe of the Lovelock  
 Indian Colony, Nevada  
 Lower Brule Sioux Tribe of the Lower  
 Brule Reservation, South Dakota  
 Lower Elwha Tribal Community  
 Lower Sioux Indian Community in the  
 State of Minnesota  
 Lummi Tribe of the Lummi Reservation  
 Lytton Rancheria of California  
 Makah Indian Tribe of the Makah Indian  
 Reservation  
 Manchester Band of Pomo Indians of the  
 Manchester Rancheria, California  
 Manzanita Band of Diegueno Mission  
 Indians of the Manzanita Reservation,  
 California  
 Mashantucket Pequot Indian Tribe  
 Mashpee Wampanoag Tribe  
 Match-e-be-nash-she-wish Band of  
 Pottawatomi Indians of Michigan  
 Mechoopda Indian Tribe of Chico  
 Rancheria, California  
 Menominee Indian Tribe of Wisconsin  
 Mesa Grande Band of Diegueno Mission  
 Indians of the Mesa Grande  
 Reservation, California  
 Mescalero Apache Tribe of the  
 Mescalero Reservation, New Mexico  
 Miami Tribe of Oklahoma  
 Miccosukee Tribe of Indians  
 Middletown Rancheria of Pomo Indians  
 of California  
 Mi'kmaq Nation (*previously* listed as  
 Aroostook Band of Micmacs)  
 Minnesota Chippewa Tribe, Minnesota  
 (Six component reservations: Bois  
 Forte Band (Nett Lake); Fond du Lac  
 Band; Grand Portage Band; Leech  
 Lake Band; Mille Lacs Band; White  
 Earth Band)  
 Mississippi Band of Choctaw Indians  
 Moapa Band of Paiute Indians of the  
 Moapa River Indian Reservation,  
 Nevada  
 Modoc Nation  
 Mohegan Tribe of Indians of  
 Connecticut  
 Monacan Indian Nation  
 Mooretown Rancheria of Maidu Indians  
 of California  
 Morongo Band of Mission Indians,  
 California  
 Muckleshoot Indian Tribe  
 Nansemond Indian Nation  
 Narragansett Indian Tribe  
 Navajo Nation, Arizona, New Mexico, &  
 Utah  
 Nez Perce Tribe  
 Nisqually Indian Tribe  
 Nooksack Indian Tribe  
 Northern Arapaho Tribe of the Wind  
 River Reservation, Wyoming  
 Northern Cheyenne Tribe of the  
 Northern Cheyenne Indian  
 Reservation, Montana  
 Northfork Rancheria of Mono Indians of  
 California  
 Northwestern Band of the Shoshone  
 Nation  
 Nottawaseppi Huron Band of the  
 Potawatomi, Michigan  
 Oglala Sioux Tribe  
 Ohkay Owingeh, New Mexico  
 Omaha Tribe of Nebraska  
 Oneida Indian Nation  
 Oneida Nation  
 Onondaga Nation  
 Otoe-Missouria Tribe of Indians,  
 Oklahoma  
 Ottawa Tribe of Oklahoma  
 Paiute Indian Tribe of Utah (Cedar Band  
 of Paiutes, Kanosh Band of Paiutes,  
 Koosharem Band of Paiutes, Indian  
 Peaks Band of Paiutes, and Shivwits  
 Band of Paiutes)

- Paiute-Shoshone Tribe of the Fallon Reservation and Colony, Nevada  
 Pala Band of Mission Indians  
 Pamunkey Indian Tribe  
 Pascua Yaqui Tribe of Arizona  
 Paskenta Band of Nomlaki Indians of California  
 Passamaquoddy Tribe  
 Pauma Band of Luiseno Mission Indians of the Pauma & Yuima Reservation, California  
 Pawnee Nation of Oklahoma  
 Pechanga Band of Indians (*previously* listed as Pechanga Band of Luiseno Mission Indians of the Pechanga Reservation, California)  
 Penobscot Nation  
 Peoria Tribe of Indians of Oklahoma  
 Picayune Rancheria of Chukchansi Indians of California  
 Pinoleville Pomo Nation, California  
 Pit River Tribe, California (includes XL Ranch, Big Bend, Likely, Lookout, Montgomery Creek, and Roaring Creek Rancheries)  
 Poarch Band of Creek Indians  
 Pokagon Band of Potawatomi Indians, Michigan and Indiana  
 Ponca Tribe of Indians of Oklahoma  
 Ponca Tribe of Nebraska  
 Port Gamble S'Klallam Tribe  
 Potter Valley Tribe, California  
 Prairie Band Potawatomi Nation  
 Prairie Island Indian Community in the State of Minnesota  
 Pueblo of Acoma, New Mexico  
 Pueblo of Cochiti, New Mexico  
 Pueblo of Isleta, New Mexico  
 Pueblo of Jemez, New Mexico  
 Pueblo of Laguna, New Mexico  
 Pueblo of Nambe, New Mexico  
 Pueblo of Picuris, New Mexico  
 Pueblo of Pojoaque, New Mexico  
 Pueblo of San Felipe, New Mexico  
 Pueblo of San Ildefonso, New Mexico  
 Pueblo of Sandia, New Mexico  
 Pueblo of Santa Ana, New Mexico  
 Pueblo of Santa Clara, New Mexico  
 Pueblo of Taos, New Mexico  
 Pueblo of Tesuque, New Mexico  
 Pueblo of Zia, New Mexico  
 Pulikla Tribe of Yurok People (*previously* listed as Resighini Rancheria, California)  
 Puyallup Tribe of the Puyallup Reservation  
 Pyramid Lake Paiute Tribe of the Pyramid Lake Reservation, Nevada  
 Quapaw Nation  
 Quartz Valley Indian Community of the Quartz Valley Reservation of California  
 Quechan Tribe of the Fort Yuma Indian Reservation, California & Arizona  
 Quileute Tribe of the Quileute Reservation  
 Quinault Indian Nation  
 Ramona Band of Cahuilla, California  
 Rappahannock Tribe, Inc.  
 Red Cliff Band of Lake Superior Chippewa Indians of Wisconsin  
 Red Lake Band of Chippewa Indians, Minnesota  
 Redding Rancheria, California  
 Redwood Valley or Little River Band of Pomo Indians of the Redwood Valley Rancheria California  
 Reno-Sparks Indian Colony, Nevada  
 Rincon Band of Luiseno Mission Indians of Rincon Reservation, California  
 Robinson Rancheria  
 Rosebud Sioux Tribe of the Rosebud Indian Reservation, South Dakota  
 Round Valley Indian Tribes, Round Valley Reservation, California  
 Sac & Fox Nation of Missouri in Kansas and Nebraska  
 Sac & Fox Nation, Oklahoma  
 Sac & Fox Tribe of the Mississippi in Iowa  
 Saginaw Chippewa Indian Tribe of Michigan  
 Saint Regis Mohawk Tribe  
 Salt River Pima-Maricopa Indian Community of the Salt River Reservation, Arizona  
 Samish Indian Nation  
 San Carlos Apache Tribe of the San Carlos Reservation, Arizona  
 San Juan Southern Paiute Tribe of Arizona  
 San Pasqual Band of Diegueno Mission Indians of California  
 Santa Rosa Band of Cahuilla Indians, California  
 Santa Rosa Indian Community of the Santa Rosa Rancheria, California  
 Santa Ynez Band of Chumash Mission Indians of the Santa Ynez Reservation, California  
 Santee Sioux Nation, Nebraska  
 Santo Domingo Pueblo  
 Sauk-Suiattle Indian Tribe  
 Sault Ste. Marie Tribe of Chippewa Indians, Michigan  
 Scotts Valley Band of Pomo Indians of California  
 Seminole Tribe of Florida  
 Seneca Nation of Indians  
 Seneca-Cayuga Nation  
 Shakopee Mdewakanton Sioux Community of Minnesota  
 Shawnee Tribe  
 Sherwood Valley Rancheria of Pomo Indians of California  
 Shingle Springs Band of Miwok Indians, Shingle Springs Rancheria (Verona Tract), California  
 Shinnecock Indian Nation  
 Shoalwater Bay Indian Tribe of the Shoalwater Bay Indian Reservation  
 Shoshone-Bannock Tribes of the Fort Hall Reservation  
 Shoshone-Paiute Tribes of the Duck Valley Reservation, Nevada  
 Sisseton-Wahpeton Oyate of the Lake TRaversetown Reservation, South Dakota  
 Skokomish Indian Tribe  
 Skull Valley Band of Goshute Indians of Utah  
 Snoqualmie Indian Tribe  
 Soboba Band of Luiseno Indians, California  
 Sokaogon Chippewa Community, Wisconsin  
 Southern Ute Indian Tribe of the Southern Ute Reservation, Colorado  
 Spirit Lake Tribe, North Dakota  
 Spokane Tribe of the Spokane Reservation  
 Squaxin Island Tribe of the Squaxin Island Reservation  
 St. Croix Chippewa Indians of Wisconsin  
 Standing Rock Sioux Tribe of North & South Dakota  
 Stillaguamish Tribe of Indians of Washington  
 Stockbridge Munsee Community, Wisconsin  
 Summit Lake Paiute Tribe of Nevada  
 Suquamish Indian Tribe of the Port Madison Reservation  
 Susanville Indian Rancheria, California  
 Swinomish Indian Tribal Community  
 Sycuan Band of the Kumeyaay Nation  
 Table Mountain Rancheria  
 Tejon Indian Tribe  
 Te-Moak Tribe of Western Shoshone Indians of Nevada (Four constituent bands: Battle Mountain Band; Elko Band; South Fork Band; and Wells Band)  
 The Chickasaw Nation  
 The Choctaw Nation of Oklahoma  
 The Muscogee (Creek) Nation  
 The Osage Nation  
 The Seminole Nation of Oklahoma  
 Thlopthlocco Tribal Town  
 Three Affiliated Tribes of the Fort Berthold Reservation, North Dakota  
 Timbisha Shoshone Tribe  
 Tohono O'odham Nation of Arizona  
 Tolowa Dee-ni' Nation  
 Tonawanda Band of Seneca  
 Tonkawa Tribe of Indians of Oklahoma  
 Tonto Apache Tribe of Arizona  
 Torres Martinez Desert Cahuilla Indians, California  
 Tulalip Tribes of Washington  
 Tule River Indian Tribe of the Tule River Reservation, California  
 Tunica-Biloxi Indian Tribe  
 Tuolumne Band of Me-Wuk Indians of the Tuolumne Rancheria of California  
 Turtle Mountain Band of Chippewa Indians of North Dakota  
 Tuscarora Nation  
 Twenty-Nine Palms Band of Mission Indians of California  
 United Auburn Indian Community of the Auburn Rancheria of California  
 United Keetoowah Band of Cherokee Indians in Oklahoma  
 Upper Mattaponi Tribe  
 Upper Sioux Community, Minnesota

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- Upper Skagit Indian Tribe
  - Ute Indian Tribe of the Uintah & Ouray Reservation, Utah
  - Ute Mountain Ute Tribe
  - Utu Utu Gwaitu Paiute Tribe of the Benton Paiute Reservation, California
  - Walker River Paiute Tribe of the Walker River Reservation, Nevada
  - Wampanoag Tribe of Gay Head (Aquinnah)
  - Washoe Tribe of Nevada & California (Carson Colony, Dresslerville Colony, Woodfords Community, Stewart Community, & Washoe Ranches)
  - White Mountain Apache Tribe of the Fort Apache Reservation, Arizona
  - Wichita and Affiliated Tribes (Wichita, Keechi, Waco, & Tawakonie), Oklahoma
  - Wilton Rancheria, California
  - Winnebago Tribe of Nebraska
  - Winnemucca Indian Colony of Nevada
  - Wiyot Tribe, California
  - Wyandotte Nation
  - Yankton Sioux Tribe of South Dakota
  - Yavapai-Apache Nation of the Camp Verde Indian Reservation, Arizona
  - Yavapai-Prescott Indian Tribe
  - Yerington Paiute Tribe of the Yerington Colony & Campbell Ranch, Nevada
  - Yocha Dehe Wintun Nation, California
  - Yomba Shoshone Tribe of the Yomba Reservation, Nevada
  - Ysleta del Sur Pueblo
  - Yuhaaviatam of San Manuel Nation (previously listed as San Manuel Band of Mission Indians, California)
  - Yurok Tribe of the Yurok Reservation, California
  - Zuni Tribe of the Zuni Reservation, New Mexico
- Native Entities Within the State of Alaska Recognized by and Eligible To Receive Services From the United States Bureau of Indian Affairs**
- Agdaagux Tribe of King Cove
  - Akiachak Native Community
  - Akiak Native Community
  - Alatna Village
  - Algaaciq Native Village (St. Mary's)
  - Allakaket Village
  - Alutiiq Tribe of Old Harbor
  - Angoon Community Association
  - Anvik Village
  - Arctic Village (See Native Village of Venetie Tribal Government)
  - Asa'carsarmiut Tribe
  - Beaver Village
  - Birch Creek Tribe
  - Central Council of the Tlingit & Haida Indian Tribes
  - Chalkyitsik Village
  - Cheesh-Na Tribe
  - Chevak Native Village
  - Chickaloon Native Village
  - Chignik Bay Tribal Council
  - Chignik Lake Village
  - Chilkat Indian Village (Klukwan)
  - Chilkoot Indian Association (Haines)
  - Chinik Eskimo Community (Golovin)
  - Chuloonawick Native Village
  - Circle Native Community
  - Craig Tribal Association
  - Curyung Tribal Council
  - Douglas Indian Association
  - Egegik Village
  - Eklutna Native Village
  - Emmonak Village
  - Evansville Village (aka Bettles Field)
  - Gulkana Village Council
  - Healy Lake Village
  - Holy Cross Tribe
  - Hoonah Indian Association
  - Hughes Village
  - Huslia Village
  - Hydaburg Cooperative Association
  - Igiugig Village
  - Inupiat Community of the Arctic Slope
  - Iqumiut Traditional Council
  - Ivanof Bay Tribe
  - Kaguyak Village
  - Kaktovik Village (aka Barter Island)
  - Kasigluk Traditional Elders Council
  - Kenaitze Indian Tribe
  - Ketchikan Indian Community
  - King Island Native Community
  - King Salmon Tribe
  - Klawock Cooperative Association
  - Knik Tribe
  - Kokhanok Village
  - Koyukuk Native Village
  - Levelock Village
  - Lime Village
  - Louden Tribe (previously listed as Galena Village (aka Louden Village))
  - Manley Hot Springs Village
  - Manokotak Village
  - McGrath Native Village
  - Mentasta Traditional Council
  - Metlakatla Indian Community, Annette Island Reserve
  - Naknek Native Village
  - Native Village of Afognak
  - Native Village of Akhiok
  - Native Village of Akutan
  - Native Village of Aleknagik
  - Native Village of Ambler
  - Native Village of Atka
  - Native Village of Atqasuk
  - Native Village of Barrow Inupiat Traditional Government
  - Native Village of Belkofski
  - Native Village of Brevig Mission
  - Native Village of Buckland
  - Native Village of Cantwell
  - Native Village of Chenega (aka Chanega)
  - Native Village of Chignik Lagoon
  - Native Village of Chitina
  - Native Village of Chuathbaluk (Russian Mission, Kuskokwim)
  - Native Village of Council
  - Native Village of Deering
  - Native Village of Diomedea (aka Inalik)
  - Native Village of Eagle
  - Native Village of Eek
  - Native Village of Ekuk
  - Native Village of Ekwok
  - Native Village of Elim
  - Native Village of Eyak (Cordova)
  - Native Village of False Pass
  - Native Village of Fort Yukon
  - Native Village of Gakona
  - Native Village of Gambell
  - Native Village of Georgetown
  - Native Village of Goodnews Bay
  - Native Village of Hamilton
  - Native Village of Hooper Bay
  - Native Village of Koonak
  - Native Village of Karluk
  - Native Village of Kiana
  - Native Village of Kipnuk
  - Native Village of Kivalina
  - Native Village of Kluti Kaah (aka Copper Center)
  - Native Village of Kobuk
  - Native Village of Kongiganak
  - Native Village of Koyuk
  - Native Village of Kwigillingok
  - Native Village of Kwinhagak (aka Quinhagak)
  - Native Village of Larsen Bay
  - Native Village of Marshall (aka Fortuna Ledge)
  - Native Village of Mary's Igloo
  - Native Village of Mekoryuk
  - Native Village of Minto
  - Native Village of Nanwalek (aka English Bay)
  - Native Village of Napaimute
  - Native Village of Napakiak
  - Native Village of Napaskiak
  - Native Village of Nelson Lagoon
  - Native Village of Nightmute
  - Native Village of Nikolski
  - Native Village of Noatak
  - Native Village of Nuiqsut (aka Nooiksut)
  - Native Village of Nunam Iqua
  - Native Village of Nunapitchuk
  - Native Village of Ouzinkie
  - Native Village of Paimiut
  - Native Village of Perryville
  - Native Village of Pilot Point
  - Native Village of Point Hope
  - Native Village of Point Lay
  - Native Village of Port Graham
  - Native Village of Port Heiden
  - Native Village of Port Lions
  - Native Village of Ruby
  - Native Village of Saint Michael
  - Native Village of Savoonga
  - Native Village of Scammon Bay
  - Native Village of Selawik
  - Native Village of Shaktoolik
  - Native Village of Shishmaref
  - Native Village of Shungnak
  - Native Village of Stevens
  - Native Village of Tanacross
  - Native Village of Tanana
  - Native Village of Tatitlek
  - Native Village of Tazlina
  - Native Village of Teller
  - Native Village of Tetlin
  - Native Village of Tuntutuliak
  - Native Village of Tununak
  - Native Village of Tyonek

Native Village of Unalakleet  
 Native Village of Unga  
 Native Village of Venetie Tribal Government (Arctic Village and Village of Venetie)  
 Native Village of Wales  
 Native Village of White Mountain  
 Nenana Native Association  
 New Koliganek Village Council  
 New Stuyahok Village  
 Newhalen Village  
 Newtok Village  
 Nikolai Village  
 Niinilchik Village  
 Nome Eskimo Community  
 Nondalton Village  
 Noorvik Native Community  
 Northway Village  
 Nulato Village  
 Nunakauyarmiut Tribe  
 Organized Village of Grayling (aka Holikachuk)  
 Organized Village of Kake  
 Organized Village of Kasaan  
 Organized Village of Kwethluk  
 Organized Village of Saxman  
 Orutsararmiut Traditional Native Council  
 Oscarville Traditional Village  
 Pauloff Harbor Village  
 Pedro Bay Village  
 Petersburg Indian Association  
 Pilot Station Traditional Village  
 Pitka's Point Traditional Council  
 Platinum Traditional Village  
 Portage Creek Village (aka Ohgsenakale)  
 Pribilof Islands Aleut Communities of St. Paul & St. George Islands (St. George Island and Saint Paul Island)  
 Qagan Tayagungin Tribe of Sand Point  
 Qawalangin Tribe of Unalaska  
 Rampart Village  
 St. George Island (See Pribilof Islands Aleut Communities of St. Paul & St. George Islands)  
 Saint Paul Island (See Pribilof Islands Aleut Communities of St. Paul & St. George Islands)  
 Salamatof Tribe  
 Seldovia Village Tribe  
 Shageluk Native Village  
 Sitka Tribe of Alaska  
 Skagway Village  
 South Naknek Village  
 Stebbins Community Association  
 Sun'aq Tribe of Kodiak  
 Takotna Village  
 Tangirnaq Native Village  
 Telida Village  
 Traditional Village of Togiak  
 Tuluksak Native Community  
 Twin Hills Village  
 Ugashik Village  
 Umkumiut Native Village  
 Village of Alakanuk  
 Village of Anaktuvuk Pass  
 Village of Aniak  
 Village of Atnautluak  
 Village of Bill Moore's Slough

Village of Chefornak  
 Village of Clarks Point  
 Village of Crooked Creek  
 Village of Dot Lake  
 Village of Iliamna  
 Village of Kalskag  
 Village of Kaltag  
 Village of Kotlik  
 Village of Lower Kalskag  
 Village of Ohogamiut  
 Village of Red Devil  
 Village of Sleetmute  
 Village of Solomon  
 Village of Stony River  
 Village of Venetie (See Native Village of Venetie Tribal Government)  
 Village of Wainwright  
 Wrangell Cooperative Association  
 Yakutat Tlingit Tribe  
 Yupiit of Andreafski  
 [FR Doc. 2024-29005 Filed 12-10-24; 8:45 am]  
 BILLING CODE 4337-15-P

**DEPARTMENT OF THE INTERIOR**

**Bureau of Indian Affairs**

[256A2100DD/AAK001030/ AOA501010.999900]

**Receipt of Documented Petition for Federal Acknowledgment as an American Indian Tribe**

**AGENCY:** Bureau of Indian Affairs, Interior.

**ACTION:** Notice.

**SUMMARY:** The Department of the Interior (Department) gives notice that the group known as the Tuskarora Nation of Moratoc Indians has filed a documented petition for Federal acknowledgment as an American Indian Tribe with the Assistant Secretary—Indian Affairs. The Department seeks comment and evidence from the public on the petition.

**DATES:** Comments and evidence must be received or postmarked by April 15, 2025.

**ADDRESSES:** Copies of the narrative portion of the documented petition, as submitted by the petitioner (with any redactions appropriate under 25 CFR 83.21(b)), and other information are available at the Office of Federal Acknowledgement's (OFA) website: [www.bia.gov/as-ia/ofa](http://www.bia.gov/as-ia/ofa). Submit any comments or evidence to: Department of the Interior, Office of the Assistant Secretary—Indian Affairs, Attention: Office of Federal Acknowledgment, Mail Stop 4071 MIB, 1849 C Street NW, Washington, DC 20240, or by email to: [Ofa\\_Info@bia.gov](mailto:Ofa_Info@bia.gov).

**FOR FURTHER INFORMATION CONTACT:** Nikki Bass, OFA Director, Office of the

Assistant Secretary—Indian Affairs, Department of the Interior, telephone: (202) 513-7650.

**SUPPLEMENTARY INFORMATION:** On July 31, 2015, the Department's revisions to 25 CFR part 83 became final and effective (80 FR 37862). A key goal of the revisions was to improve transparency through increased notice of petitions and providing improved public access to petitions. Today the Department informs the public that a complete documented petition has been submitted under the current regulations, that portions of that petition are publicly available on the website identified above for easy access, and that we are seeking public comment early in the process on this petition.

Under 25 CFR 83.22(b)(1), OFA publishes notice that the following group has filed a documented petition for Federal acknowledgment as an American Indian Tribe to the Assistant Secretary—Indian Affairs: Tuskarora Nation of Moratoc Indians. The contact information for the petitioner is Mr. Gary Wayne Revels, Jr, 193 Coon Trail Lane, Saint Pauls, North Carolina 28384.

Also, under 25 CFR 83.22(b)(1), OFA publishes on its website the following:

- i. The narrative portion of the documented petition, as submitted by the petitioner (with any redactions appropriate under 25 CFR 83.21(b));
- ii. The name, location, and mailing address of the petitioner and other information to identify the entity;
- iii. The date of receipt;
- iv. The opportunity for individuals and entities to submit comments and evidence supporting or opposing the petitioner's request for acknowledgment within 120 days of the date of the website posting; and
- v. The opportunity for individuals and entities to request to be kept informed of general actions regarding a specific petitioner.

The Department publishes this notice and request for comment in the exercise of authority delegated by the Secretary of the Interior to the Assistant Secretary—Indian Affairs by Department Manual part 209, chapter 8.

**Bryan Newland,**  
 Assistant Secretary—Indian Affairs.  
 [FR Doc. 2024-29003 Filed 12-10-24; 8:45 am]  
 BILLING CODE 4337-15-P

**EXHIBIT “21”**

RE: California Valley Miwok Tribe

From: Burdick, Troy (troy.burdick@bia.gov)

To: mannycorrales@yahoo.com

Cc: terry@terrysingleton.com

Date: Thursday, September 2, 2010 at 04:29 PM PDT

Mr. Corrales,

As the matter of California Valley Miwok is out of my hands and pending before the Assistant Secretary, it would not be appropriate for me to participate in a conference call meeting with you at this time.

**Troy Burdick**  
 BIA - Central California Agency  
 Superintendent

(916) 930-3776 Work

650 Capitol Mall, Suite 8-500  
 Sacramento, CA 95814

**From:** Manuel Corrales [mailto:mannycorrales@yahoo.com]

**Sent:** Wednesday, September 01, 2010 4:43 PM

**To:** Burdick, Troy

**Cc:** Terry Singleton

**Subject:** California Valley Miwok Tribe

Dear Mr. Burdick:

Thank you for agreeing to speak with me and Mr. Singleton about our client, California Valley Miwok Tribe ("the Tribe"). As you requested, the following are the points we wish to discuss with you on the telephone.

1. Does the BIA still recognize the Tribe as a federally-recognized tribe?
2. Does the BIA acknowledge Indian tribes in general, as legitimate Indian tribes, even though they do not have a government under the Indian Reorganization Act ("IRA")?
3. Is the BIA's refusal to recognize the Tribe only for purposes of entitling the Tribe to federal contract funding? Do Revenue Sharing Trust Fund ("RSTF") distributions to Non-Compact tribes under the California State Compacts require BIA approval?
4. Does the BIA recognize the Tribe's presently constituted government under Silvia Burley's leadership, even though the Tribe does not have an IRA constitution? If not, why not?
5. Does the BIA recognize other Indian tribes in California who do not have a constitution organized under the IRA? If so, do these tribes either receive RSTF money or pay into the Special Distribution Fund ("SDF") under the State Compact?
6. Does the BIA recognize the Tribe's right to govern itself?

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12/28/24, 1:50 PM

Yahoo Mail: California Valley Miwok Tribe

7. Does the BIA acknowledge that the Tribe has the right to define its own membership?
8. In 2001, the BIA accepted a Resolution passed by the Tribe under Burley's leadership to change the name of the Tribe from "Sheep Ranch Rancheria of Me-Wuk Indians of California" to "California Valley Miwok Tribe". Based on that Resolution, the BIA placed the new name of the Tribe in the Federal Register as a "federally-recognized tribe". Has any law or regulation changed since that time to cause the BIA to refuse to acknowledge any further Resolutions by the Tribe, or otherwise recognize the Tribe as a legitimate Indian tribe?
9. Does the BIA have government-to-government relationships with other tribes in the United States who do not have a constitution organized under the IRA? If so, which tribes are they?
10. Would the Department of Interior have any relationships with tribes not organized under the IRA and not involving the BIA?

Please let us know when we can arrange for another telephone conference with you to discuss these points.

Thank you.

Manuel Corrales, Jr., Esq.  
11753 Avenida Sivrita  
San Diego, CA 92128  
Tel: (858) 521-0634  
Fax: (858) 521-0633  
[mannycorrales@yahoo.com](mailto:mannycorrales@yahoo.com)



Troy Burdick.vcf  
1.5kB

**EXHIBIT “22”**

ADMITTED TO  
PRACTICE IN:  
CALIFORNIA, UTAH  
AND NEW MEXICO

**MANUEL CORRALES, JR.**  
ATTORNEY AT LAW

E-MAIL:  
mannycorrales@yahoo.com

17140 BERNARDO CENTER DRIVE, SUITE 358  
SAN DIEGO, CALIFORNIA 92128  
TEL (858) 521-0634  
FAX (858) 521-0633

April 18, 2024

James G. Waian  
Deputy Attorney General  
California Attorney General's Office  
600 West Broadway, Suite 1800  
San Diego, CA 92101

Via Email and U.S. Mail  
James.Waian@doj.ca.gov

**NOTICE OF LIEN**

Re: Corrales v. CGCC  
Case No. 37-2019-00019079-CU-MC-CTL

Dear Mr. Waian:

As you know, I dismissed without prejudice my stayed suit in Corrales v. Miwok, and the Court of Appeal affirmed dismissal of the related case Corrales v. Commission for want of subject matter jurisdiction, which, as you know is always without prejudice and not on the merits. Once conditions change, I intend to re-file in court to recover my fees. My lien for those fees, which are to be paid from the California State Revenue Sharing Trust Fund ("RSTF") money the Commission is withholding from the California Valley Miwok Tribe ("The Tribe"), is still valid, and I am still asserting it.

Please allow this to serve as a reaffirmation of my previously asserted lien on those proceeds for my legal services rendered to the Tribe in the amount previously provided to you. As explained, the legal services rendered covered a multitude of cases and matters, and were guaranteed based on the hourly hybrid fee agreement I entered into with the Tribe through Silvia Burley, the BIA-designated "person of authority" or "spokesperson" within the Tribe. Once conditions change that will permit judicial resolution of Burley's authority, the recovery and amount of my fees, and/or release of the RSTF money to the Tribe, I intend to re-file suit to recover my fees.

Accordingly, I request that before your client, the California Gambling Control Commission ("the Commission"), disburses any RSTF money to the Tribe for any reason,

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that it withhold any funds payable for my fees until such time as the courts, or the parties by stipulation, resolve my lien.

Should you have any questions about this, please feel free to give me a call.

Thank you.

Very truly yours,



Manuel Corrales, Jr.

CC: Noel Fischer, Deputy AG  
Tim Henessy, Esq.  
Colin C. West, Esq.  
Terry Singleton, Esq.

**EXHIBIT “23”**

STATE OF CALIFORNIA  
Gavin Newsom, GOVERNOR



**CALIFORNIA GAMBLING CONTROL COMMISSION**

Address: 2399 Gateway Oaks Drive, Suite 220 • Sacramento, CA 95833-4231  
Phone: (916) 263-0700 • FAX: (916) 263-0452

*Memorandum*

DATE: October 22, 2024

TO: Chair LaBrie  
Commissioner Luna Baxter  
Commissioner Heins  
Commissioner Liu  
Commissioner Yee

VIA: Lisa Wardall  
Executive Director

FROM: Susie Ngo  
Associate Management Auditor, Operations Services Division

SUBJECT: Revenue Sharing Trust Fund (RSTF) Report of Distribution of Funds to Eligible Recipient Indian Tribes for the Quarter Ended September 30, 2024

Each eligible Tribe will be allocated \$275,000.00 per quarter, which consists entirely of RSTF payments and interest income; therefore, no shortfall funds have been transferred into the RSTF from the Special Distribution Fund (SDF) as shown in Exhibit 1.

RSTF payments of \$30,379,612.52 and interest income of \$1,380,611.43, for a total of \$31,760,223.95, was deposited into the RSTF for the quarterly period ended September 30, 2024. A portion of the interest income is allocated to previously approved distributions held in the RSTF on behalf of one (1) Tribe in the amount of \$239,440.53.

Staff continues to recommend that the distribution to the California Valley Miwok Tribe be allocated but withheld. On December 30, 2015, Kevin Washburn, the Assistant Secretary (of the Department of the Interior) for Indian Affairs (AS-IA), issued a final agency decision that unequivocally states that the United States does not recognize leadership for the California Valley Miwok government. A decision by AS-IA is final for the Department, effective immediately, and unlike decisions rendered by subordinate Bureau of Indian Affairs (BIA) officials, is not automatically stayed upon appeal. Accordingly, there continues to be no California Valley Miwok Tribal government to which the Commission can make a RSTF payment.

**Commissioners**  
**October 22, 2024**  
**Page 2**

A listing of the amount of revenue received from each Compact and Secretarial Procedures Tribe is attached as Exhibit 2. The receipts are equally distributed to seventy-one (71)<sup>1</sup> of the eighty-nine (89) Tribes listed in Exhibit 1 as eligible recipient Tribes (pending receipt of outstanding eligibility certification forms, if any).

A fund condition statement for the RSTF through September 30, 2024 for the fiscal year 2024-25 is attached as Exhibit 3.

**Attachments:**

- Exhibit 1 – RSTF Distribution List
- Exhibit 2 – RSTF Received From Compacted and Secretarial Procedures Tribes
- Exhibit 3 – RSTF Fund Condition Statement

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<sup>1</sup> Distributions to the California Valley Miwok Tribe are withheld pending resolution of the Tribal leadership dispute.

<b>Exhibit 1</b>					
<b>Revenue Sharing Trust Fund Distribution</b>					
<b>Total Amount of Distribution for the Quarter Ended September 30, 2024</b>					
	<b>Recipient Indian Tribe</b>	<b>Quarterly Distribution from Revenue Received</b>	<b>Quarterly Shortfall</b>	<b>Total Potential Quarterly Distribution</b>	<b>Distributions Inception to September 30, 2024</b>
1	Alturas Indian Rancheria	\$275,000.00	\$0.00	\$275,000.00	\$25,163,385.42
2	Augustine Band of Cahuilla Indians <sup>2</sup>	.00	.00	.00	1,238,385.42
3	Bear River Band of the Rohnerville Rancheria	275,000.00	.00	275,000.00	25,163,385.42
4	Big Lagoon Rancheria	275,000.00	.00	275,000.00	25,163,385.42
5	Big Pine Paiute Tribe of the Owens Valley	275,000.00	.00	275,000.00	25,163,385.42
6	Big Sandy Rancheria of Western Mono Indians of California	275,000.00	.00	275,000.00	25,163,385.42
7	Big Valley Band of Pomo Indians of the Big Valley Rancheria	275,000.00	.00	275,000.00	17,875,000.00
8	Bishop Paiute Tribe	275,000.00	.00	275,000.00	25,163,385.42
9	Blue Lake Rancheria	275,000.00	.00	275,000.00	3,713,385.42
10	Bridgeport Indian Colony	275,000.00	.00	275,000.00	25,163,385.42
11	Buena Vista Rancheria of Me-Wuk Indians of California <sup>2</sup>	0.00	.00	0.00	19,113,385.42
12	Cahto Tribe of the Laytonville Rancheria	275,000.00	.00	275,000.00	25,163,385.42
13	Cahuilla Band of Indians	275,000.00	.00	275,000.00	25,163,385.42
14	California Valley Miwok Tribe <sup>1</sup>	275,000.00	.00	275,000.00	25,163,385.42
15	Campo Band of Diegueno Mission Indians of the Campo Indian Reservation	275,000.00	.00	275,000.00	4,663,034.21
16	Cedarville Rancheria	275,000.00	.00	275,000.00	25,163,385.42
17	Chemehuevi Indian Tribe of the Chemehuevi Reservation	275,000.00	.00	275,000.00	25,163,385.42
18	Cher-Ae Heights Indian Community of the Trinidad Rancheria	275,000.00	.00	275,000.00	25,163,385.42
19	Chicken Ranch Rancheria of Me-Wuk Indians of California	.00	.00	.00	24,613,385.42
20	Cloverdale Rancheria of Pomo Indians of California	275,000.00	.00	275,000.00	25,163,385.42
21	Cold Springs Rancheria of Mono Indians of California	275,000.00	.00	275,000.00	25,163,385.42
22	Colorado River Indian Tribes of the Colorado River Indian Reservation, Arizona and California	275,000.00	.00	275,000.00	25,163,385.42

<b>Exhibit 1</b>					
<b>Revenue Sharing Trust Fund Distribution</b>					
<b>Total Amount of Distribution for the Quarter Ended September 30, 2024</b>					
	<b>Recipient Indian Tribe</b>	<b>Quarterly Distribution from Revenue Received</b>	<b>Quarterly Shortfall</b>	<b>Total Potential Quarterly Distribution</b>	<b>Distributions Inception to September 30, 2024</b>
23	Coyote Valley Band of Pomo Indians of California	275,000.00	.00	275,000.00	21,175,000.00
24	Dry Creek Rancheria Band of Pomo Indians <sup>2</sup>	.00	.00	.00	1,513,385.42
25	Elem Indian Colony of Pomo Indians of the Sulphur Bank Rancheria	275,000.00	.00	275,000.00	25,163,385.42
26	Elk Valley Rancheria	275,000.00	.00	275,000.00	25,163,385.42
27	Enterprise Rancheria of Maidu Indians of California <sup>2</sup>	.00	.00	.00	19,663,385.42
28	Ewiiapaayp Band of Kumeyaay Indians	275,000.00	.00	275,000.00	25,163,385.42
29	Federated Indians of Graton Rancheria <sup>2</sup>	.00	.00	.00	12,642,594.03
30	Fort Bidwell Indian Community of the Fort Bidwell Reservation of California	275,000.00	.00	275,000.00	25,163,385.42
31	Fort Independence Indian Community of Paiute Indians of the Fort Independence Reservation	275,000.00	.00	275,000.00	25,163,385.42
32	Fort Mojave Indian Tribe of Arizona, California & Nevada	275,000.00	.00	275,000.00	25,163,385.42
33	Greenville Rancheria	275,000.00	.00	275,000.00	25,163,385.42
34	Grindstone Indian Rancheria of Wintun-Wailaki Indians of California	275,000.00	.00	275,000.00	25,163,385.42
35	Guidiville Rancheria of California	275,000.00	.00	275,000.00	25,163,385.42
36	Habematolel Pomo of Upper Lake	275,000.00	.00	275,000.00	25,163,385.42
37	Hoopa Valley Tribe	275,000.00	.00	275,000.00	25,163,385.42
38	Hopland Band of Pomo Indians	275,000.00	.00	275,000.00	13,091,306.53
39	Iipay Nation of Santa Ysabel	275,000.00	.00	275,000.00	25,163,385.42
40	Inaja Band of Diegueno Mission Indians of the Inaja and Cosmit Reservation	275,000.00	.00	275,000.00	25,163,385.42
41	Ione Band of Miwok Indians of California	275,000.00	.00	275,000.00	25,163,385.42
42	Jamul Indian Village of California <sup>2</sup>	.00	.00	.00	16,363,385.42
43	Karuk Tribe	275,000.00	.00	275,000.00	25,163,385.42

<b>Exhibit 1</b>					
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	<b>Recipient Indian Tribe</b>	<b>Quarterly Distribution from Revenue Received</b>	<b>Quarterly Shortfall</b>	<b>Total Potential Quarterly Distribution</b>	<b>Distributions Inception to September 30, 2024</b>
44	Kashia Band of Pomo Indians of the Stewarts Point Rancheria	275,000.00	.00	275,000.00	25,163,385.42
45	Kletsel Dehe Wintun Nation of the Cortina Rancheria (previously listed as Kletsel Dehe Band of Wintun Indians)	275,000.00	.00	275,000.00	25,163,385.42
46	Koi Nation of Northern California	275,000.00	.00	275,000.00	24,966,646.29
47	La Jolla Band of Luiseno Indians	275,000.00	.00	275,000.00	25,163,385.42
48	La Posta Band of Diegueno Mission Indians of the La Posta Indian Reservation	275,000.00	.00	275,000.00	25,163,385.42
49	Lone Pine Paiute-Shoshone Tribe	275,000.00	.00	275,000.00	25,163,385.42
50	Los Coyotes Band of Cahuilla and Cupeno Indians	275,000.00	.00	275,000.00	25,163,385.42
51	Lytton Rancheria of California	275,000.00	.00	275,000.00	25,163,385.42
52	Manchester Band of Pomo Indians of the Manchester Rancheria	275,000.00	.00	275,000.00	25,163,385.42
53	Manzanita Band of Diegueno Mission Indians of the Manzanita Reservation	275,000.00	.00	275,000.00	25,163,385.42
54	Mechoopda Indian Tribe of Chico Rancheria	275,000.00	.00	275,000.00	25,163,385.42
55	Mesa Grande Band of Diegueno Mission Indians of the Mesa Grande Reservation	275,000.00	.00	275,000.00	25,163,385.42
56	Middletown Rancheria of Pomo Indians of California	275,000.00	.00	275,000.00	4,607,578.08
57	Northfork Rancheria of Mono Indians of California	275,000.00	.00	275,000.00	25,163,385.42
58	Pala Band of Mission Indians <sup>2</sup>	.00	.00	.00	482,578.08
59	Paskenta Band of Nomlaki Indians of California <sup>2</sup>	.00	.00	.00	688,385.42
60	Pauma Band of Luiseno Mission Indians of the Pauma & Yuima Reservation <sup>2</sup>	.00	.00	.00	482,578.08
61	Picayune Rancheria of Chukchansi Indians of California <sup>2</sup>	.00	.00	.00	1,513,385.42
62	Pinoleville Pomo Nation	275,000.00	.00	275,000.00	25,163,385.42

<b>Exhibit 1</b>					
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	<b>Recipient Indian Tribe</b>	<b>Quarterly Distribution from Revenue Received</b>	<b>Quarterly Shortfall</b>	<b>Total Potential Quarterly Distribution</b>	<b>Distributions Inception to September 30, 2024</b>
63	Pit River Tribe (includes XL Ranch, Big Bend, Likely, Lookout, Montgomery Creek, and Roaring Creek Rancherias)	275,000.00	.00	275,000.00	25,163,385.42
64	Potter Valley Tribe	275,000.00	.00	275,000.00	25,163,385.42
65	Quartz Valley Indian Community of the Quartz Valley Reservation of California	275,000.00	.00	275,000.00	25,163,385.42
66	Quechan Tribe of the Fort Yuma Indian Reservation, California & Arizona <sup>2</sup>	.00	.00	.00	7,838,385.42
67	Ramona Band of Cahuilla	275,000.00	.00	275,000.00	25,163,385.42
68	Redwood Valley or Little River Band of Pomo Indians of the Redwood Valley Rancheria California	275,000.00	.00	275,000.00	25,163,385.42
69	Resighini Rancheria	275,000.00	.00	275,000.00	25,163,385.42
70	Rincon Band of Luiseno Mission Indians of the Rincon Reservation <sup>2</sup>	.00	.00	.00	441,306.53
71	Robinson Rancheria	275,000.00	.00	275,000.00	11,275,000.00
72	Round Valley Indian Tribes, Round Valley Reservation	275,000.00	.00	275,000.00	25,163,385.42
73	San Pasqual Band of Diegueno Mission Indians of California <sup>2</sup>	.00	.00	.00	482,578.08
74	Santa Rosa Band of Cahuilla Indians	275,000.00	.00	275,000.00	25,163,385.42
75	Scotts Valley Band of Pomo Indians of California	275,000.00	.00	275,000.00	25,163,385.42
76	Sherwood Valley Rancheria of Pomo Indians of California	275,000.00	.00	275,000.00	25,163,385.42
77	Shingle Springs Band of Miwok Indians, Shingle Springs Rancheria (Verona Tract) <sup>2</sup>	.00	.00	.00	7,563,385.42
78	Susanville Indian Rancheria	275,000.00	.00	275,000.00	25,163,385.42
79	Tejon Indian Tribe	275,000.00	.00	275,000.00	14,009,890.00
80	Timbisha Shoshone Tribe	275,000.00	.00	275,000.00	25,163,385.42
81	Tolowa Dee-Ni' Nation	275,000.00	.00	275,000.00	25,163,385.42
82	Torres Martinez Desert Cahuilla Indians	275,000.00	.00	275,000.00	25,163,385.42

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	<b>Recipient Indian Tribe</b>	<b>Quarterly Distribution from Revenue Received</b>	<b>Quarterly Shortfall</b>	<b>Total Potential Quarterly Distribution</b>	<b>Distributions Inception to September 30, 2024</b>
83	Tuolumne Band of Me-Wuk Indians of the Tuolumne Rancheria of California <sup>2</sup>	.00	.00	.00	482,578.08
84	United Auburn Indian Community of the Auburn Rancheria of California <sup>2</sup>	.00	.00	.00	1,513,385.42
85	Utu Utu Gwaitu Paiute Tribe of the Benton Paiute Reservation	275,000.00	.00	275,000.00	25,163,385.42
86	Washoe Tribe of Nevada & California (Carson Colony, Dresslerville Colony, Woodfords Community, Stewart Community, & Washoe Ranches)	275,000.00	.00	275,000.00	25,163,385.42
87	Wilton Rancheria <sup>2</sup>	.00	.00	.00	14,369,505.49
88	Wiyot Tribe	275,000.00	.00	275,000.00	25,163,385.42
89	Yurok Tribe of the Yurok Reservation	275,000.00	.00	275,000.00	25,163,385.42
	<b>Total</b>	<b>\$19,525,000.00</b>	<b>\$0.00</b>	<b>\$19,525,000.00</b>	<b>\$1,806,512,694.56</b>

Footnotes:

<sup>1</sup> Distribution to the Tribe is withheld pending resolution of the Tribal leadership dispute.

<sup>2</sup> No longer an eligible recipient Tribe; however, previously received RSTF distributions.

<b>Exhibit 2</b>			
<b>Revenue Sharing Trust Fund</b>			
<b>Amount of Revenue from Each Compact and Secretarial Procedures Tribe Received by the Commission through the Quarter Ending September 30, 2024</b>			
	<b>Compact Tribe</b>	<b>Revenue Received Fiscal Year to Date</b>	<b>Revenue Received Inception to Date</b>
1	Agua Caliente Band of Cahuilla Indians of the Agua Caliente Indian Reservation	\$ -- <sup>2</sup>	\$ -- <sup>2</sup>
2	Alturas Indian Rancheria	0.00	375,000.00
3	Augustine Band of Cahuilla Indians	22,500.00	1,663,175.69
4	Barona Group of Capitan Grande Band of Mission Indians of the Barona Reservation	-- <sup>2</sup>	-- <sup>2</sup>
5	Bear River Band of the Rohnerville Rancheria	0.00	0.00
6	Berry Creek Rancheria of Maidu Indians of California	32,400.00	2,723,451.51
7	Big Sandy Rancheria of Western Mono Indians of California	0.00	0.00 <sup>1</sup>
8	Big Valley Band of Pomo Indians of the Big Valley Rancheria	0.00	748,171.23
9	Bishop Paiute Tribe	0.00	0.00
10	Blue Lake Rancheria	0.00	1,356,306.63
11	Buena Vista Rancheria of Me-Wuk Indians of California	-- <sup>2</sup>	-- <sup>2</sup>
12	Cabazon Band of Cahuilla Indians	-- <sup>2</sup>	-- <sup>2</sup>
13	Cachil DeHe Band of Wintun Indians of the Colusa Indian Community of the Colusa Rancheria	38,571.43	5,167,822.27
14	Cahto Tribe of the Laytonville Rancheria	0.00	0.00
15	Cahuilla Band of Indians	0.00	125,000.00
16	Campo Band of Diegueno Mission Indians of the Campo Indian Reservation	0.00	918,335.16
17	Chemehuevi Indian Tribe of the Chemehuevi Reservation	0.00	0.00 <sup>1</sup>
18	Cher-Ae Heights Indian Community of the Trinidad Rancheria	0.00	0.00
19	Chicken Ranch Rancheria of Me-Wuk Indians of California	0.00	0.00
20	Dry Creek Rancheria of Pomo Indians	0.00	20,003,928.13
21	Elem Indian Colony of Pomo Indians of the Sulphur Bank Rancheria	0.00	0.00
22	Elk Valley Rancheria	0.00	62,500.00
23	Ewiaapaayp Band of Kumeyaay Indians	0.00	2,437,433.22

<b>Exhibit 2</b>			
<b>Revenue Sharing Trust Fund</b>			
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	<b>Compact Tribe</b>	<b>Revenue Received Fiscal Year to Date</b>	<b>Revenue Received Inception to Date</b>
24	Federated Indians of Graton Rancheria	2,000,000.00	112,116,293.57
25	Hoopa Valley Tribe	0.00	0.00
26	Hopland Band of Pomo Indians	0.00	3,368,042.68
27	Jackson Band of Miwuk Indians	-- <sup>2</sup>	-- <sup>2</sup>
28	Jamul Indian Village of California	0.00	1,726,250.00
29	La Jolla Band of Luiseno Indians	0.00	0.00
30	Manchester Band of Pomo Indians of the Manchester Rancheria	0.00	0.00
31	Manzanita Band of Diegueno Mission Indians of the Manzanita Reservation	0.00	0.00
32	Middletown Rancheria of Pomo Indians of California	0.00	437,500.00
33	Mooretown Rancheria of Maidu Indians of California	0.00	2,658,772.36
34	Morongo Band of Mission Indians	2,250,000.00	77,268,073.16
35	Pala Band of Mission Indians	-- <sup>2</sup>	-- <sup>2</sup>
36	Paskenta Band of Nomlaki Indians of California	0.00	1,711,945.78
37	Pauma Band of Luiseno Mission Indians of the Pauma & Yuima Reservation	78,750.00	9,931,059.26
38	Pechanga Band of Indians ( <i>previously listed as Pechanga Band of Luiseno Mission Indians of the Pechanga Reservation</i> )	3,000,000.00	108,094,120.11
39	Picayune Rancheria of Chukchansi Indians of California	768,750.00	56,448,894.22
40	Pit River Tribe (includes XL Ranch, Big Bend, Likely, Lookout, Montgomery Creek, and Roaring Creek Rancherias)	0.00	0.00
41	Quechan Tribe of the Fort Yuma Indian Reservation	0.00	360,000.00
42	Redding Rancheria	0.00	2,148,272.64
43	Resighini Rancheria	0.00	0.00
44	Rincon Band of Luiseno Mission Indians of the Rincon Reservation	519,300.00	39,891,497.59
45	Robinson Rancheria	0.00	337,500.00
46	San Pasqual Band of Diegueno Mission Indians of California	-- <sup>2</sup>	-- <sup>2</sup>

<b>Exhibit 2</b>			
<b>Revenue Sharing Trust Fund</b>			
<b>Amount of Revenue from Each Compact and Secretarial Procedures Tribe Received by the Commission through the Quarter Ending September 30, 2024</b>			
	<b>Compact Tribe</b>	<b>Revenue Received Fiscal Year to Date</b>	<b>Revenue Received Inception to Date</b>
47	Santa Rosa Indian Community of the Santa Rosa Rancheria	415,866.51	64,562,656.98
48	Santa Ynez Band of Chumash Mission Indians of the Santa Ynez Reservation	-- <sup>2</sup>	-- <sup>2</sup>
49	Sherwood Valley Rancheria of Pomo Indians of California	0.00	0.00
50	Shingle Springs Band of Miwok Indians, Shingle Springs Rancheria (Verona Tract)	-- <sup>2</sup>	-- <sup>2</sup>
51	Soboba Band of Luiseno Indians	93,359.00	20,171,777.09
52	Susanville Indian Rancheria	0.00	0.00
53	Sycuan Band of the Kumeyaay Nation	-- <sup>2</sup>	-- <sup>2</sup>
54	Table Mountain Rancheria	292,312.50	28,188,592.16
55	Tolowa Dee-Ni' Nation	0.00	0.00
56	Tule River Indian Tribe of the Tule River Reservation	-- <sup>2</sup>	-- <sup>2</sup>
57	Tuolumne Band of Me-Wuk Indians of the Tuolumne Rancheria of California	303,350.00	12,094,593.61
58	Twenty-Nine Palms Band of Mission Indians of California	600,752.03	36,427,135.76
69	United Auburn Indian Community of the Auburn Rancheria of California	2,250,000.00	96,851,411.20
60	Viejas (Baron Long) Group of Capitan Grande Band of Mission Indians of the Viejas Reservation	-- <sup>2</sup>	-- <sup>2</sup>
61	Yocha Dehe Wintun Nation	2,250,000.00	93,810,845.32
62	Yuhaaviatam of San Manuel Nation (previously listed as San Manuel Band of Mission Indians)	4,750,000.00	154,810,896.12
63	Aggregate Total for Tribes	10,713,701.05 <sup>2</sup>	607,131,490.98 <sup>2</sup>
	<b>Totals</b>	<b>\$30,379,612.52</b>	<b>\$ 1,566,128,744.43</b>
	Interest	1,380,611.43	24,454,782.14
	<b>Grand Totals</b>	<b>\$31,760,223.95</b>	<b>\$1,590,583,526.57</b>

Footnotes:

1. Prepayment receipts were returned to payor Tribes for the return of unused putative gaming device licenses issued by Sides Accountancy Corporation. Licenses in equal number were issued by the Commission on September 5, 2002 resulting in \$2,137,500 in prepayment fees to the Fund.
2. RSTF Revenues from the Agua Caliente Band of Cahuilla Indians of the Agua Caliente Indian Reservation, the Barona Group of Capitan Grande Band of Mission Indians of the Barona Reservation, the Buena Vista Rancheria of Me-Wuk Indians of California, the Cabazon Band of Cahuilla Indians, the Jackson Band of Miwuk Indians, the Pala Band of Mission Indians, the San Pasqual Band of Diegueno Mission Indians of California, the Santa Ynez Band of Chumash Mission Indians of the Santa Ynez Reservation, the Shingle Springs Band of Miwok Indians, Shingle Springs Rancheria (Verona Tract), the Sycuan Band of the Kumeyaay Nation, Tule River Indian Tribe of the Tule River Reservation, and the Viejas Band of Kumeyaay Indians are not individually identified, as their payments are based on net win and/or gross gaming revenue that are confidential under the Tribal-State Gaming Compacts. AB 2914 (Committee on Governmental Organization, 2016) would, in part, allow the Commission to aggregate RSTF payments made by individual tribes that contribute on a net win or gross gaming revenue basis. The bill passed the Legislature on June 30, 2016 and was approved by the Governor on July 25, 2016. To preserve the confidentiality of the information, consistent with the State's compact obligations, the total revenue from these tribes is aggregated in the totals as Item 63.

EXHIBIT 3  
CALIFORNIA GAMBLING CONTROL COMMISSION  
0366 - INDIAN GAMING REVENUE SHARING TRUST FUND  
FUND CONDITION STATEMENT  
As of the Quarter Ended September 30, 2024  
Cash Basis

BEGINNING BALANCE	\$	130,912,126.17
REVENUES AND TRANSFERS		
Revenues:		
250300 Income from surplus money investments		1,380,611.43
216900 License fees held in trust		30,379,612.52
Transfer from the SDF to the RSTF for shortfall per Item 0855-111-0367, Budget Act of 2024		_____
Totals, Revenues		31,760,223.95
Totals, Resources		162,672,350.12
EXPENDITURES		
Disbursements to Eligible Indian Recipient Tribes		19,250,000.00
Transfer from the RSTF to the TNGF per Item 0855-111-0366, Budget Act 2024		45,898,586.24
Totals, Expenditures and Transfers		65,148,586.24
FUND BALANCE, prior to distribution		97,523,763.88
Pending distribution		19,250,000.00
Disbursements held on behalf of the California Valley Miwok Tribe		21,688,001.99
Interest due to Tribe <sup>1</sup>		2,965,746.13
<b>FUND BALANCE, after distribution<sup>2</sup></b>	<b>\$</b>	<b>53,620,015.76</b>

Footnotes:

<sup>1</sup> Accrued interest on previously held distributions in the amount of \$2,965,746.13 for the California Valley Miwok Tribe.

<sup>2</sup> The fund balance represents the cash basis balance as identified by the Commission since inception of the Fund. This balance may not agree with the State Controller's fund balance, which is reported on an accrual basis. Additional reconciling items may exist that have not been identified.

**EXHIBIT “24”**

933-2181

P. 3

Dec 16 19 08:34P

BILL MARTIN

Silvia

4-21-99

How does more get around  
 do just over at the dental clinic they were  
 mess about what going on they said Yakima  
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 I want you to understand this  
 I cannot and will not resign as  
 chairman of the Sheep Ranch Indian  
 Rancheria I do give you Yakima Burley  
 the right to act as a delegate to  
 represent the Sheep Ranch Indian  
 Rancheria Powers wanted in me  
 Under Constitution laws, I have a  
 right to wish for that given order to  
 you to comply with that order

Chairman Yakima Dixie

Yakima Kenneth Dixie

4-21-99

OR9.

4-21-99

Mrs. Silvia Burley

Yakima Kenneth Dixie Chairman

OF THE SHEEP RANCH INDIAN RANCHERIA

BY POWERS "ENVESTED" IN ME, YAKIMA

KENNETH DIXIE CHAIRMAN OF THE SHEEP RANCH

INDIAN RANCHERIA. GIVE SAID ORDER TO

DELEGATE MS. SILVIA BURLEY TO REPRESENT

THE SHEEP RANCH INDIAN RANCHERIA

TO ACT ON SAID ORDER GIVEN

THIS DAY 4-21-99 FORTH WITH

S/ Yakima Kenneth Dixie

4-21-99

(24)

OR9.

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Silvia

How does mine get around  
Do not own at the charter lease they own  
mine about what happens they did give me  
don't you own give up your chairman  
ship, not to be emergency. With that in mine  
I want you to understand this  
I cannot and will not resign as  
chairman of the Sheep Ranch Indian  
Rancheria. I do give you Selma Bundy  
the right to act as a delegate to  
represent the Sheep Ranch Indian  
Rancheria. Powers invested in me  
Under Constitution laws, I have a  
right to with forthwith given order to  
you to comply with that order

4-21-99

4-21-99

Mrs. Silvia BURLEY

YAKIMA KENNETH DIXIE CHAIRMAN  
OF THE SHEEP RANCH INDIAN RANCHERIA  
BY POWERS "INVESTED" IN ME, YAKIMA  
KENNETH DIXIE CHAIRMAN OF THE SHEEP RANCH  
INDIAN RANCHERIA. Give so said order too  
DELEGATE, MS. SILVIA BURLEY TO REPRESENT  
THE SHEEP RANCH INDIAN RANCHERIA  
TO ACT ON SAID ORDER GIVEN  
THIS DAY 4-21-99 FORTH WITH

S/ Yakima Kenneth Dixie  
4-21-99

Chairman / Yakima Dixie  
Yakima Kenneth Dixie  
4-21-99

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**EXHIBIT “25”**



## United States Department of the Interior

### OFFICE OF THE SOLICITOR

Division of General Law  
Torts Practice Branch  
505 Marquette Avenue NW  
Suite 1800  
Albuquerque, NM 87102

October 23, 2024

### CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Manuel Corrales, Jr.  
17140 Bernardo Center Drive, Suite 358  
San Diego, CA 92128

Re: Federal Tort Claims Act Claim of Manuel Corrales, Jr. –TPB-24-0236

Mr. Corrales:

By Standard Form 95, dated March 22, 2024, you filed a Federal Tort claim against the Department of the Interior on behalf of yourself in a total claimed amount of “Between \$5.8 million and \$11.6 million” in property damages for loss of alleged attorney’s fees from your contractual relationship with the California Valley Miwok Tribe. This claim was received by the Bureau of Indian Affairs’ Pacific Region on or about March 25, 2024. Then on or about May 21, 2024, you sent an amended SF-95 dated May 15, 2024, alleging the same amount of damages, but adding negligence allegations to your existing claim. Upon receipt of your initial claim and your amended claim, both were forwarded to the Office of the Solicitor for processing.

The claims submitted have been referred to me for determination under the Federal Tort Claims Act, codified as amended primarily at 28 U.S.C. §§ 2671-80, which authorizes the administrative settlement of claims for money damages against the United States for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the agency while acting within the scope of his office or employment, under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred.

According to the original and amended SF-95s and attachments, this claim arises from your allegations that the BIA engaged in negligence in violating your civil rights under 42 U.S.C. § 1983 and the Fifth Amendment to the United States Constitution for unjust taking of property

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without compensation and negligent interference with prospective business advantage based on an agency determination as to the California Valley Miwok Tribe's leadership dispute and membership determinations in 2015. You allege that various BIA agency actions allegedly led to the loss of you attorney/client relationship with the Miwok Tribe. After reviewing this claim and the applicable law, I hereby deny this claim.

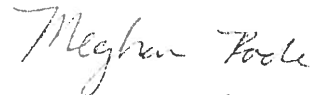
Even though you have already filed litigation in Federal District Court related to this administrative claim, I am required to inform you that if you are dissatisfied with this determination, you may submit to this office a written request for reconsideration within six months after the date of mailing of this letter, or you may, within that same period of time, file suit in an appropriate United States District Court. The decision announced in this letter is final unless reconsideration is requested or suit is filed within the six-month period.

Should you have any questions regarding this decision, please contact Meghan K. Roche, the attorney primarily responsible for this claim, at [Meghan.Roche@sol.doi.gov](mailto: Meghan.Roche@sol.doi.gov).

Sincerely,

Patricia J. Reedy  
Assistant Solicitor  
Torts Practice Branch  
Department of the Interior  
Division of General Law

By:



Meghan K. Roche  
Attorney Advisor  
Torts Practice Branch

cc: Vanessa Duncan, Regional Occupational Health & Safety Manager, Pacific Regional Office, BIA

**Corrales v. USA.**

Case No. 3:25-CV-00368-AGS-JLB

**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, the undersigned, whose address is 11939 Rancho Bernardo Road, Suite 170, San Diego, California 92128, certify:

That I am, and at all times hereinafter mentioned was, more than 18 years of age and not a party to this action;

That on February 27, 2025, I served the within: **FIRST AMENDED COMPLAINT ON FEDERAL TORT CLAIM** on all interested parties in said action: **SEE ATTACHED SERVICE LIST**

(VIA U.S. MAIL or ~~UPS OVERNIGHT~~) I placed  the original  a true copy thereof enclosed in a sealed envelope(s) addressed as stated on the attached mailing list and placing such envelope(s) with first class postage fees, thereon fully prepaid, in the United States Mail at San Diego on this date following ordinary business practices.

(BY CERTIFIED MAIL) I placed  the original  a true copy thereof enclosed in a sealed envelope(s) addressed as stated on the attached mailing list and placing such envelope(s), certified mail, return receipt requested postage thereon fully prepaid, in the United States Mail at San Diego on this date following ordinary business practices.

(BY ELECTRONIC TRANSMISSION) I transmitted a true copy thereof via electronic transmission on all interested parties to the action for immediate delivery to SEE ATTACHED SERVICE LIST.

(PERSONAL SERVICE) Personally served/Delivered to the addressed stated on the attached mailing list via DLS Attorney Service.

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

Dated: February 27, 2025

/s/ Heather Bullman  
Heather Bullman

**Service List**

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1. TARA K. McGRATH  
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*Attorney for Defendants*