

EXHIBIT D



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November 14, 2025

Via E-Mail (to: scottcrowell@clotag.net)
Scott Crowell, Esq.
Crowell Law Office Tribal Advocacy Group PLLC
1487 W. State Route 89A, Suite 8
Sedona, AZ 86336

Re: Litigation Agreement, dated May 8, 2013, by and between Upstream Point Moale LLC and the Guidiville Band of Pomo Indians of the Guidiville Rancheria

Dear Mr. Crowell:

I write in response to your email of October 31, 2025 to my partner Anthony Ratner, which in turn responds to Mr. Ratner's letter to you of October 27, 2025. (Capitalized terms not defined herein have the meaning ascribed in Mr. Ratner's letter.) Your email states:

The Tribe does not recognize any contractual or legal responsibility to pay your firm for fees supposedly incurred on or before April, 2013. If you wish to provide further support for your claim beyond the deficient "litigation agreement" to which your firm is not a party (such as itemized invoices and fee agreements and all files in your firm's possession related thereto), the Tribe will reconsider your request.

Section 6 of the Litigation Agreement provides in relevant part (emphasis added):

Upstream and the Tribe will share any award or settlement on a 50/50 basis after first paying the following:

- a. All legal fees and costs related to the litigation, as set forth in the Distribution Agreement including all of Guidiville litigation costs;
- b. Reimbursement of all funds, with interest at 3.25% (today's WSJ Prime Rate) from the date of their disbursement, advanced by Upstream and the Tribe on behalf of the Point Molate Project, a listing of which as of the date hereof is attached hereto (such listing to be updated for advances subsequently made by Upstream or the Tribe):
and

c. All outstanding payables of Winehaven, a listing of which as of the date hereof is attached hereto (such listing to be updated for



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payables subsequently identified and agreed to by Upstream and Guidiville).

The referenced “Outstanding Winehaven Payables” attached to the Litigation Agreement include: “Farella Braun [\$]186,228.” Thus, the Litigation Agreement expressly requires that FBM receive \$186,228 from any award or settlement *prior to* Upstream or the Tribe receiving their share of such award or settlement.¹ Farella Braun + Martel LLP (“FBM”) is an intended third party beneficiary under the Litigation Agreement. *See, e.g.*, Cal. Civ. Code § 1559 (“A contract, made expressly for the benefit of a third person, may be enforced by him at any time before the parties thereto rescind it.”); *Outdoor Servs. v. Pabagold* (1986) 185 Cal.App.3d 676, 684 (“a beneficiary of a promise is an intended beneficiary if recognition of a right to performance in the beneficiary is appropriate to effectuate the intention of the parties and either (a) the performance of the promise will satisfy an obligation of the promisee to pay money to the beneficiary; or (b) the circumstances indicate that the promisee intends to give the beneficiary the benefit of the promised performance.”); *Brinton v. Bankers Pension Services, Inc.* (1999) 76 Cal.App.4th 550, 558 (“It is sufficient if the claimant belongs to a class of persons for whose benefit it was made. A third party may qualify as a contract beneficiary where the contracting parties must have intended to benefit that individual, an intent which must appear in the terms of the agreement.”) (citations and internal quotes omitted).

As discussed in Mr. Ratner’s October 27 letter, pursuant to the PSA, the Tribe, through its wholly-owned LLC PMF, received and presumably still holds the proceeds from the sale of the Point Molate property in settlement of the subject litigation (*The Guidiville Rancheria of California and Upstream Point Molate LLC v. The United States of America and The City of Richmond*, (N.D. Cal. Case No. CV 12-1326-YGR)). Thus, pursuant to Section 6 of the Litigation Agreement, \$186,228 of those proceeds are required to be paid to FBM. We reiterate our demand that the Tribe immediately pay such amount to FBM (our wire transfer instructions are attached hereto).

As discussed in Mr. Ratner’s October 27 letter, if the Tribe fails to comply with the foregoing, FBM will pursue legal action to recover the debt owed under the Litigation Agreement, and other appropriate relief (which may include damages for the Tribe’s wrongful failure to remit the funds due to FBM). We hope that will not become necessary.

Sincerely,

A handwritten signature in blue ink that reads "Gary Kaplan".

Gary M. Kaplan

cc: Anthony Ratner, Esq.

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¹ And, there is no basis for your demand that we provide supporting documentation, “such as itemized invoices and fee agreements and all files in your firm’s possession related thereto.”

WIRING INSTRUCTIONS

Beneficiary Name: Farella Braun & Martel LLP

Bank Name: JP Morgan Chase Bank

Bank Address: 383 Madison Avenue

New York, NY 10017

Bank Routing Number: 322271627 (*for ACH*)

Bank Routing Number: 021000021 (*for Wire Transfers*)

Swift Code: CHASUS33

Account Number: 99500834645

Wire Initiator: Please notify Collections@fbm.com with the payment details as soon as the wire is processed.