

EXHIBIT 1

PRIMARY DEVELOPER'S AGREEMENT

1. COVENANT

2 This "Primary Developer's Agreement" is enacted by and between Yakima K. Dixie (acting
4 individually and on behalf of the Sheep Ranch Rancheria of MiWok Indians of California a.k.a.
6 California Valley Miwok Tribe) and a consortium called "Friends of Yakima, Inc.", which
8 includes William Martin, LeRoi Chapelle, and other individuals who will be designated by Bill
Martin for their contributions to fulfilling this Agreement. This Agreement supersedes the prior
agreement of November 24, 1999 between Yakima K. Dixie and American Boxing, Inc., in
which Martin and Chapelle were the principals.

10 The Signatories to this document, being legally responsible persons, hereby enter into this
12 Agreement under the conditions and for the exchange of values that are described herein and are
effective as of this ____ day of December 2004.

2. TERMS

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16 1(a). "Agreement". Refers to this "Primary Developer's Agreement".

18 1(b). "Tribe". Sheep Ranch Rancheria of MiWok Indians of California (a.k.a. California
20 Valley Miwok Tribe), a federally recognized Indian tribe, located at 11178 Sheep Ranch Rd.,
Mail P.O. Box 41 Sheep Ranch California 95250.

22 1(c). "Chief" or "Yakima". Yakima K. Dixie is the Chief and rightful authority for the
24 Tribe.

26 1(d). "Friends of Yakima" or "Friends". This consortium includes those individuals
28 who were instrumental in saving the Chief, Yakima K. Dixie, restoring to him the authority
for the Tribe, in negotiating settlements and contracts (including the casino operator's
30 contract), constructing the tribal constitution, and otherwise helping to create and build the
Tribe. The individuals include the persons that are listed below.

32 1(d)1. "Martin". Bill Martin, who in all ways (with his money, time, acquisition of
34 legal and medical help, organizational effort, and contacts) from 1999 to the present,
befriended, worked for, and supported Yakima in his claim to be the rightful authority of
the Tribe and in his efforts to regain that authority and who was the individual who is
36 responsible for bringing other members back into the Tribe.

38 1(d)2. "Chapelle". LeRoi Chapelle, who, along with Martin, helped Yakima in his
40 legal claims with the BIA.

42 1(d)3. "Other Individuals". Other individuals will be designated by Bill Martin for
44 their contributions to this enterprise.

PRIMARY DEVELOPER'S AGREEMENT

46 1(e). "Businesses Developed". The particular businesses which have been developed by the
 "Friends of Yakima" for the Chief and the Tribe.

48 2. CAVEAT.

50 2(a). Lawful Authority for The Tribe. Each of the parties to this Agreement believe that
 the Chief, Yakima K. Dixie, is the lawful authority for the Tribe with full powers to speak
 52 for, act on behalf of, and contractually bind the Tribe and in whom the full power resides to
 act as the Tribe's Chairperson and rightful authority for the Tribe. Although Silvia Burley is
 54 presently recognized by the BIA as the "authorized representative" for the Tribe, Yakima K.
 Dixie is held to be the true authorized representative owing to his recognition by the BIA as
 56 being the only hereditary member of the Tribe with lineal descent. It is acknowledged that
 there is a current dispute pending as to who is or will be the Tribe's proper Chairperson. It is
 58 believed that the Chief will be affirmed as the Chairperson and regain his full authority. At
 such time as the Chief is fully and formally affirmed and restored as the Tribe's Chairperson,
 60 as a precaution, each party to the Agreement, including the Chief, agrees to sign again and/or
 ratify this Agreement promptly upon written request of the Friends of Yakima. Should Ms.
 62 Burley unexpectedly retain her position as Chairperson, then this Agreement will not have
 been approved by her and will not be binding on the Tribe.

64 2(b). Supersedure of Prior Agreements. This Agreement supersedes the "Joint Venture
 66 Agreement" between Yakima K. Dixie and the corporation of Martin and Chapelle known as
 "American Boxing, Inc.", which was enacted on November 24, 1999 and subsequently
 68 renewed on various dates.

70 3. BACKGROUND.

72 3(a). The Tribe is a California Indian tribe that has been federally recognized by the U.S.
 government since about 1916. Yakima traces his leadership authority through lineal descent
 74 from his mother, Mabel Hodge Dixie, and her father and grandfather - the Hodges. At the
 time of her death, Mabel Hodge Dixie was the only descendant of the tribe living on the
 76 reservation at Sheep Ranch; and consequently, her son's inherited the authority for the tribe.
 Upon the death of his elder brother, by tradition, Yakima inherited the position of Chief of
 78 the Tribe. Being that Yakima's younger brother, Melvin, had essentially abandoned the Tribe,
 and being that other residents of the reservation had also left the Tribe, Yakima was the only
 80 individual who maintained membership in the tribe and continued its tradition.

82 3(b). In early 1999, Yakima admitted one Silvia Burley (a distant relation) and her
 daughter(s) into the Tribe for the purpose of helping her obtain government benefits such as
 84 medical coverage and education. In return, they were supposed to help Yakima organize the
 Tribe. Soon thereafter, unknown to Yakima and without his permission, local agents of the
 86 BIA substituted Yakima with Silvia as the authority for the Tribe.

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88 3(c). In November 1999, Bill Martin and LeRoi Chapelle read a newspaper article about
 90 Yakima being the last member of an almost extinct Indian tribe who legally had the potential
 92 for a gambling casino. They perceived the situation as being an opportunity to help someone
 94 in need while, at the same time, a potential enterprise to support the interest of Martin in
 96 supporting life-extension and control of ageing research (an enterprise which had been and
 98 continues to be integral to the relationship between Martin and Everone). Finding Yakima,
 100 Martin and Chapelle discovered that he was on the verge of going back to prison for a
 102 spurious violation of parole. They secured legal representation which prevented his return to
 104 prison and got him remanded to a alcohol recovery program. If Yakima had not been saved
 106 from the "dungeons" of state prison, none of the subsequent developments for this Tribe and
 108 its members would have occurred. In early November, Chapelle discovered that the BIA had
 110 supplanted Yakima with Silvia as the authorized representative for the tribe. After becoming
 112 involved and with extensive discussion and a full consideration of the complexity of
 114 regaining Yakima's authority, on November 24, 1999, Yakima K. Dixie and his brother,
 116 Melvin Leroy Dixie, on behalf of the Tribe, and Martin and Chapelle, d.b.a. American
 Boxing, Inc., signed the Joint Venture Agreement in which Martin and Chapelle would assist
 Yakima in regaining his tribal authority and in develop business enterprises (notably a
 casino) for the Tribe in return for a 50/50 split of the net profits (see item "Q" of page 3 of the
 original document which is included as an exhibit to this Agreement). This original
 agreement was for 180 days, and that was extended by agreement on July 14, 2000 for three
 years. On January 30, 2003, it was further extended to July 4, 2006. On March 28, 2003,
 American Boxing, Inc., a Nevada Domestic Corporation, assigned their Primary Developers
 Agreement to the Martin/Chapelle Group, A California organization in Concord, California,
 consisting of Bill Martin and LeRoi Chapelle, as individuals. On April 15, 2004, The
 Martin/Chapelle Group, assigned their total interest in that partnership to MCE, Inc., a
 Nevada Domestic Corporation. On July 9, 2004, MCE, Inc., at a special meeting of the
 Board of Directors, passed a resolution changing the name of the Corporation from MCE,
 Inc. to Friends of Yakima, Inc., taking effect on July 26, 2004.

118 3(d). Subsequent to the signing of the original agreement, a complex and convoluted series
 120 of events ensued. Yakima was paroled to an alcoholic recovery program, he broke parole,
 122 was reincarcerated, paroled again to a more suitable recovery program, and was finally
 124 released from parole in December 2001. On May 25, 2002, an attempted murder was made
 on Yakima's life. After 90 days of hospitalization, he was released to Albert Avelos and his
 family, who managed his recovery, returning him finally to Shecp Ranch on September 5,
 2002.

126 3(e). In terms of the recovery of Yakima's authority, after having spent several years in costly
 128 and ill-constructed legal representation, in May 2004, Everone initiated formal appeal
 130 procedures with the BIA; and as of this date, that action is still in progress. Because of
 Martin's prior promotional work, he was introduced to an agent (Peck & Babcock) who,
 together with Everone, negotiated the agreement with Albert Seeno to develop for the Tribe a
 gambling casino and hotel facility and conduct a training and employment program in the
 construction trades for Indians.

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3(f). In addition to the above, Martin, in May 2004 found various relatives of Yakima (including Velma WhiteBear) and initiated the organization of broader tribal membership. time, effort, money, and other resources which have been invested in the effort to secure Yakima's authority and in attempting to position the Tribe for a casino and other enterprises. Without the tenacity of Yakima, himself, and the involvement of the individuals in the Friends of Yakima, the Tribe, under the authority of Yakima with its designated Miwok members, would never have been realized.

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4. EXCHANGE OF VALUES.

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4(a). In consideration for the above work in establishing and developing the Tribe and in consideration for on-going help in further developing the Tribe and running its business enterprises, the Chief, on behalf of the Tribe, agrees to maintain the original agreement with Martin and Chapelle of November 24, 1999 and to split 50/50 with the Friends of Yakima the "net distributable income" from any business enterprises which have developed by the Friends of Yakima. This specifically pertains to the agreement with Albert Seeno to develop for the Tribe a casino/hotel complex. Because of the distribution plan below, this 50/50 split actually amounts to 50% to the Tribe, 20% to the Friends of Yakima, and 30% to specified philanthropic interest that are jointly held by the Tribe and the Friends. This formula would also apply to the recovery of royalty income that accrues to the Tribe from the California Gambling Control Commission as a "non-compact" tribe.

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4(b). The following table is a *pro forma* calculation which demonstrates the above distribution percentages. Rows 3-14 take the "Net Win" (assumed to be \$500 million per year) from gambling; and from that figure, various assessments and taxes are deducted. Also 24% is deducted for the profit of the casino operator, and the payments on the land, building, and other capital assets are deducted. The figure, thereby derived, is the money which is available for distribution, called: "Net Distributable Income" - row 14. The 50/50 split between the Tribe and the Friends is taken from that figure. How the Tribe distributes and invests its share is only suggested here and is not governed by this Agreement. Of the money which is distributed to the Friends of Yakima, about 20% is allocated to individuals to reward them for their past and future services to the Tribe. The remaining 30% will be controlled by Martin and Everone and the Chief with appointed representatives from the Tribe and jointly allocated by the Tribe and the Friends to various philanthropic and research organization that are related to health and medical research and Indian heritage. Specifically, a percentage will be donated to the University of California, Berkeley for the support of the Hearst Department of Anthropological and Museum and for the Native American library collection to advance Miwok and California Indian projects. Another percentage will be allocated to the University of California, Berkeley, Health Sciences Initiative for the advancement of certain areas of applied research. Also, a percentage will go to advance the work of the Foundation for Infinite Survival, Inc. (FIS) and its Life-extension & Control of Ageing Program (controlled

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176 by Everone) and the Anti-Aging Society (controlled by Martin). As part of that allocation, an
 178 advanced life-extension medical clinic will be established at Sheep Ranch or other designated
 location and run for the Tribe by FIS and Everone.

1A	B	C	D	E
2	Line Item	Formula	Amount	Yearly
3	"Net Win" or net gaming income			\$500,000,000
4	minus 2% for Nongaming Tribal Assist. Fund	$E3-(E3*.02)$	10,000,000	490,000,000
5	minus 3% for Statewide Trust Fund (?)	$E4-(E3*.03)$	15,000,000	475,000,000
6	minus 1% for Local Benefits Grant Trust	$E5-(E3*.01)$	5,000,000	470,000,000
7	minus Operating Expenses of 40% of net win	$E6-(E3*.4)$	200,000,000	270,000,000
8	Gross Income	$E3-(D4-D7)$		270,000,000
9				
10	24% of Income to Operator	$E8*.24$	64,800,000	64,800,000
11	76% of Gross Income Available to Tribe	$E8*.76$	205,200,000	205,200,000
12	Payments on Property, bldg., equip, etc.	300,000,000		
13	5 yr. amort. at 10% interest (capital to tribe)	$C12/5+0.1*C12$	90,000,000	90,000,000
14	Net Disbursable Income	$E11-E13$		115,200,000
15	Income to Tribe - 50%	$E14*.5$		57,600,000
16	Income to non-tribal entities - 50%	$E14*.5$		57,600,000
17	Commission to Peck & Babcock - 5.5%	$E16*0.055$		6,336,000
18	Royalty on bridge-loan - 0.75%	$E16*0.0075$		864,000
19	Royalty to Bill Martin - 2.5%	$E16*0.025$		1,440,000
20	Royalty to LeRoi Chappelle - 2.5%	$E16*0.025$		1,440,000
21	Royalty to Albert Avelos - 2.5%	$E16*0.025$		1,440,000
22	Royalty to Chadd Everone - 2.5%	$E16*0.025$		1,440,000
180	23 Remainder to Life-Extension Research Fund	$E16-(E17-E22)$		44,640,000

182 **5. DISTRIBUTION OF EARNINGS FROM ENTERPRISES OTHER THAN A CASINO**
 184 **AND DEVELOPED BY THE FRIENDS.**

186 **5(a).** For the Businesses Developed, other than a casino (e.g., hotel, restaurant, shopping center), that were generated by the Friends of Yakima for the Tribe, a similar distribution

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188 plan of the earnings shall be followed. Specific arrangements for particular projects will be
 190 added as codicils to this Agreement.

192 6. EXCLUSION OF EARNINGS FROM ENTERPRISES NOT DEVELOPED BY THE FRIENDS.

194 6(a). For the Businesses Developed by the Tribe without the involvement of the Friends and
 196 not specifically designated in a codicile to this Agreement, there shall not be any percentage
 of tribal income to the Friends.

198 7. HERITABILITY OF INTERESTS.

200 7(a). In the event that any one of the Friends of Yakima were to die before all amounts that
 are due herein have been paid, those amounts due herein shall go to the particular heirs and/or
 202 beneficiaries of the deceased Friend for the duration of the Agreement.

204 7(b). It is expressly provided that each Friend shall make such arrangements as are necessary
 to appoint one person only to administer the estate of the Friend, whether such person be an
 206 executor, trustee, or other lawfully empowered individual and to act on behalf of all such
 heirs and/or beneficiaries as a group for all purposes related to this Agreement. In no event,
 208 shall the Tribe have any obligation to respond to inquires, tender payments to, or have any
 dealing related to this Agreement with anyone other than such properly empowered
 210 administrator. In the event that a Friend fails to make such arrangements prior to death or an
 administrator ceases to be active in this account or the Tribe is uncomfortable, for any
 212 reasonable cause, with the designated administrator, then either a court of competent
 jurisdiction may appoint someone whom it empowers to act in such capacity, or any
 214 remaining funds that are owing may be deposited with such a court, and the Tribe shall have
 no further obligation related thereto. It is the expressed intent of the parties that in the event
 216 of the death of a Friend that the Tribe be shielded from any expenses related to its
 performance in fulfilling this Agreement in case of the demise of a Friend; and any
 218 reasonable expense incurred by the Tribe including attorney's fees may be first accounted for
 by standard methods and, then, may be offset against any amounts due to the Friend's estate.

220 8. DURATION OF THIS AGREEMENT.

222 8(a). This Agreement shall be in force for the duration of the extra mural agreements which
 the Friends of Yakima developed for the Tribe and which are specifically designate in this
 224 Agreement and its codicils; and this Agreement shall be renewed upon renewal of those
 agreements or expire upon cancellation of those agreements.

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226 **9. WAIVER OF SOVEREIGN IMMUNITY.**

228 9(a) The parties each intend that this Agreement comply with the provisions of United
States Code, Title 25 - Indians, Chapter 3 - Agreements with Indians, Sections 81 et seq. as
230 may be applicable. In particular:

232 9(a)i As to Section 81, Subsection (d)(A): In case of breach of this agreement, the civil
law of the U.S. shall pertain to and govern any resolution or redress of same. All such
234 issues shall be submitted to and resolved by the in United States District Court Eastern
District of California (Sacramento) in keeping with such civil law; and,

236 9(a)ii As to Section 81, Subsection (d)(C): The Tribe expressly agrees to submit to the
jurisdiction of United States District Court Eastern District of California (Sacramento)
238 and hereby waives any right it may have to assert sovereign immunity as a defense in an
action brought against the Tribe in relation to this agreement.
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242 9(a)iii In the event that it is found by any governing body that this Agreement or any part
thereof is not in compliance with the United States Code cited above, then the parties
244 agree to use their best good faith efforts to reach mutual as to such suitable modifications
as may be necessary to bring this Agreement into compliance, and if such efforts are not
246 successful to empower the United States District Court Eastern District of California
(Sacramento) to reform this Agreement as it deems necessary to bring it into compliance.
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250 9(a)iv All other parties each agree to be bound by the same law and to submit to the
same jurisdiction as set forth in 7.a.

252 **10. REGULATORY COMPLIANCE/SEVERABILITY.**

254 10(a) In the event that and to the extent that governing law requires that this Agreement be
approved by local, state, or federal regulatory agencies that have jurisdiction over the Tribe or
256 the Tribe's business enterprises, then this Agreement shall be submitted for such approval.

258 10(b) If any provision of the Agreement is held to not comply with any law, rule, or
regulation of any such regulatory authority, such provision shall, to the maximum extent
260 possible, be interpreted in a manner that it both complies with such law, rule, or regulation
and is in keeping with the intent of the parties as expressed herein. Or if such interpretation
262 is not possible, then it shall be deemed modifiable and subject to amendment in such a way as
to satisfy the minimum regulatory requirements of the regulatory and at the same time
264 preserve to the maximum extent possible the intent of the parties as expressed herein. In
such event, the parties agree to use their best good faith efforts to reach mutual as to such
266 suitable modifications as may be necessary to bring this Agreement into compliance, and if
such efforts are not successful to empower the United States District Court Eastern District of
268 California (Sacramento) to reform this Agreement as it deems necessary to bring it into
compliance and to preserve the parties' intent as expressed herein.

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10(e) If any provision of the Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be deemed to be severable. Such modified and/or interpreted in such a manner as to preserve the intent of the parties as expressed herein.

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11. ATTORNEY FEES.

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11(a) If any party to this Agreement retains an attorney to enforce compliance with another party or parties, then the prevailing party in such dispute shall be entitled to recover from the other parties found to be in breach all reasonable attorney's fees and costs that are incidental to the adjudication (including: pre-litigation, pre-judgment, and post-judgment fees and costs). The obligation to pay such fees pertains whether or not suit or other formal alternative dispute resolution process, including arbitration, is used.

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12. NOTICE.

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12(a) In order to be effective, all notices given by and between the parties related to this Agreement, including any demands, shall be given in writing and delivered in one or more of the following manners: (i) personally delivery which shall be deemed effective upon actual delivery as attested to by the person making the delivery, (ii) deposited into the US Mail with appropriate postage, sent by a certified, return-receipt mail which shall be deemed effective on the date shown on the return receipt, or, (iii) by private service such as Federal Express or UPS which shall be effective upon the date delivered as shown on the delivery services records. Notice to each party shall be sent to the address set forth below each party's signature at the end of this Agreement, or, to a subsequent new address, if and only if, such address is conveyed to all other parties in keeping with the terms of this section.

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13. MODIFICATIONS TO THE AGREEMENT.

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13(a) This Agreement may be modified or clarified, as evolving circumstances may require, however, to be effective any such modifications or clarification must be in writing signed by all the parties, or, in the alternative as set forth in a court order.

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14. SUBSEQUENT COOPERATION.

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14(a) In the event that it becomes reasonable and necessary to ratify or reaffirm all or part of the parties' agreement to achieve the parties' intent as expressed herein, each party agrees to cooperate and execute a reasonable ratification or affirmation of this Agreement or a suitably modified form of this Agreement. It is acknowledged that, in the event that Finders' Prospect actually becomes the Developer & Operator, then the performance promised by Finders is substantially complete prior to execution of this Agreement. Therefore, under such

PRIMARY DEVELOPER'S AGREEMENT

10. REGULATORY COMPLIANCE/SEVERABILITY.

342 10(a) In the event that and to the extent that governing law requires that this Agreement be
344 approved by local, state, or federal regulatory agencies that have jurisdiction over the Tribe or
the Tribe's business enterprises, then this Agreement shall be submitted for such approval.

346 10(b) If any provision of the Agreement is held to not comply with any law, rule, or
348 regulation of any such regulatory authority, such provision shall, to the maximum extent
possible, be interpreted in a manner that it both complies with such law, rule, or regulation
350 and is in keeping with the intent of the parties as expressed herein. Or if such interpretation
is not possible, then it shall be deemed modifiable and subject to amendment in such a way as
352 to satisfy the minimum regulatory requirements of the regulatory and at the same time
preserve to the maximum extent possible the intent of the parties as expressed herein. In
354 such event, the parties agree to use their best good faith efforts to reach mutual as to such
suitable modifications as may be necessary to bring this Agreement into compliance, and if
356 such efforts are not successful to empower the United States District Court Eastern District of
California (Sacramento) to reform this Agreement as it deems necessary to bring it into
358 compliance and to preserve the parties' intent as expressed herein.

360 10(c) If any provision of the Agreement is determined to be invalid or unenforceable by a
court of competent jurisdiction, that provision shall be deemed to be severable. Such
362 severance shall not cause the invalidity or unenforceability of the remainder of the
Agreement; and the remainder of the Agreement shall, to the maximum extent possible, be
364 modified and/or interpreted in such a manner as to preserve the intent of the parties as
expressed herein.

11. ATTORNEY FEES.

366 11(a) If any party to this Agreement retains an attorney to enforce compliance with another
368 party or parties, then the prevailing party in such dispute shall be entitled to recover from the
370 other parties found to be in breach all reasonable attorney's fees and costs that are incidental
372 to the adjudication (including: pre-litigation, pre-judgment, and post-judgment fees and
costs). The obligation to pay such fees pertains whether or not suit or other formal alternative
374 dispute resolution process, including arbitration, is used.

12. NOTICE.

376 12(a) In order to be effective, all notices given by and between the parties related to this
378 Agreement, including any demands, shall be given in writing and delivered in one or more of
the following manners: (i) personally delivery which shall be deemed effective upon actual
380 delivery as attested to by the person making the delivery, (ii) deposited into the US Mail with
appropriate postage, sent by a certified, return-receipt mail which shall be deemed effective
382 on the date shown on the return receipt, or, (iii) by private service such as Federal Express or
384 UPS which shall be effective upon the date delivered as shown on the delivery services

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386 records. Notice to each party shall be sent to the address set forth below each party's
signature at the end of this Agreement, or, to a subsequent new address, if and only if, such
388 address is conveyed to all other parties in keeping with the terms of this section.

390 **13. MODIFICATIONS TO THE AGREEMENT.**

392 **13(a)** This Agreement may be modified or clarified, as evolving circumstances may require;
however, to be effective any such modifications or clarification must be in writing and signed
394 by all the parties, or in the alternative, as set forth in a court order.

396 **14. SUBSEQUENT COOPERATION.**

398 **14(a)** In the event that it becomes reasonable and necessary (either by mutual consent or due
to jurisdiction a supervening authority), to modify all or part of the Agreement in order to
400 achieve the parties' intent, as expressed herein, each party agrees to cooperate and execute a
reasonable ratification or affirmation of this Agreement or a suitably modified form of this
402 Agreement. It is acknowledged that, in the event that Finders' Prospect actually becomes the
Developer & Operator, then the performance promised by Finders is substantially complete
404 prior to execution of this Agreement. Therefore, under such circumstances, to avoid an
injustice, the parties' respective obligation to cooperate as set forth in this Section would be
enhanced.

406 **15. COUNTERPARTS.**

408 **15(a)** This Agreement may be executed in one or more counterparts, all of which together
410 shall constitute one and the same instrument.

412 **16. RATIFICATION.** The Signatories, below, hereby confirm the fore-going recitals and enter
into this Agreement, effective as of the date in the first paragraph on page 1.

414 **CHIEF AND TRIBE**

FRIENDS OF YAKIMA

416 Date: 12/5/04, 2004

Date: 12/5/04, 2004

418 William Dixie

Bill Martin

420 Yakima K. Dixie
422 11178 Sheep Ranch Rd., Mail P.O. Box 41
Sheep Ranch California 95250
424 Tele: 209-728-2102

Bill Martin
203 Plaza Dr.
Lodi, California 95240
Tele: 209-365-9139

426 Witnessed:

428 Mat Aulso Date: Dec 5-04 Date: _____

— See Notary Acknowledgment Attached —

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of San Andreas } ss.

On December 5th before me, Marc Francis Giusto
Date Name and Title of Officer (e.g., "Notary Public")
 personally appeared Yakima K. Dixie & Bill Martin
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Marc Francis Giusto
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and replacement of this form to another document.

Description of Attached Document

Title or Type of Document: "Primary Developers Agreement"

Document Date: Dec. 5, 2004 Number of Pages: 11 + this acknowledgment

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____



THIS DOCUMENT IS FOR THE "EXTENSION OF TIME" THAT IS NEEDED IN ORDER TO COMPLETE A JOINT-VENTURE AGREEMENT.

This is directed to the attention of both entities to the Joint-Venture Agreement Extension Venture shown in the preceding several pages.

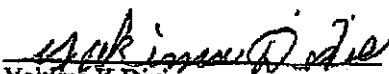
The parties to this Agreement Extension are the same as before, and for identification purposes, they are as follows:

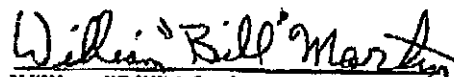
- A. Chairperson {and Tribal Chief} Yakima K. Dixie, Chief of the Sheep Ranch {Rancheria} Miwok Indian Tribe of California, also Melvin L. Dixie, brother of Yakima K. Dixie and a Sheep Ranch {Rancheria} Miwok Indian Tribe of California..
- B. Bill Martin, President of "Friends of Yakima, Inc. A Nevada Domestic Corp. and LeRoi R. Chapelle, Secretary of Friends of Yakima Inc, a Nevada Domestic Corporation.
- C. Bill Martin and Le Roi R. Chapelle, also signed with Yakima K. Dixie and Melvin L. Dixie, in the capacity of "The Martin and Chapelle Group", and this Extension applies equally as the one with the "Friends of Yakima Inc..

The parties to this Extension fully agree that more time is needed in order to overcome some of his Administrative problems that still exist, for one reason or another. These are problems we feel quite sure, we will be able to remove from our path.


- I. The Terms and the Conditions remain unchanged and with the exception of the "time frame in which to complete all of the transactions".
- II. This Extension will continue without interference...or change until July 4, 2010, and until then, it is in full force and effect.

Dated: September 4, 2005.


Yakima K. Dixie
CHIEF-Chairperson
Sheep Ranch {Rancheria}
Miwok Indian Band of California


William "Bill" Martin
President of Friends of Yakima Inc.
A Nevada Domestic Corporation

Melvin L. Dixie
Tribal Member
Sheep Ranch {Rancheria}


LeRoi R. Chapelle
Secretary, Friends of Yakima Inc.
A Nevada Domestic Corporation

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Calaveras } ss.

On Sept. 4 2005 before me, Marc Francis Giusto
Name and Title of Officer (i.e., Notary Public, Notary Public)
 personally appeared Yoliqua K Dixie, William "Bill" Martin, Le Roi R. Chapelle
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: "Extension of Time" to joint-Venture Agreement

Document Date: Sept, 4 2005 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



EXHIBIT 2

[REDACTED]

From: Administrator's Office [californiavalleytribe@yahoo.com]
Sent: Wednesday, December 23, 2009 5:47 PM
To: [REDACTED]
Subject: FW: Re: C. Ray Investigation

----- Forwarded Message -----

From: KARLA BELL <kbelllaw@msn.com>
To: silburley@yahoo.com; californiavalleytribe@yahoo.com; anjelicapaulk@yahoo.com;
tigerplk@yahoo.com; colleen_petty@yahoo.com; phillipt@crosslink.net;
kawehilanireznor@yahoo.com; DVG@aol.com
Sent: Fri, September 1, 2006 10:00:38 AM
Subject: FW: Re: C. Ray Investigation

Here is the update. I will also be forwarding the Friends of Yakima Prospectus.

Karla D. Bell
Law Offices of Karla D. Bell
4712 Admiralty Way, Suite 580
Marina del Rey, CA 90292
(310) 577-2555
(310) 577-3210 fax

This electronic message transmission contains information from the Law Offices of Karla D. Bell which may be confidential or privileged. The information in this message is only for the use of the intended recipient. If you are not the intended recipient, be aware that any disclosure, copying, distribution or other use of the contents of this electronic message is strictly prohibited. If you have received this electronic transmission in error, please notify us immediately by telephone at (310) 577-2555. Thank you.

>From: Craypi@aol.com
>To: kbelllaw@msn.com
>Subject: Re: C. Ray Investigation
>Date: Thu, 31 Aug 2006 21:03:53 EDT

>
>Karla and All,
>
>I met with Chadd Everone and Bill Martin at 9:30 AM in Lafayette CA (Peete >Coffee). Prior, I had set up a body recording device and tested it 4 times
>-
>without problems. I talked with Martin and Everone for approx. 1 plus hrs.
>The

>following are highlights of the conversation:

>Everone did most of the talking and is very impressed with himself. Martin
>acted in a supporting role to Everone. Everone started explaining how they
>came
> across this giving credit to Chapelle who read the LA Times Article about
>Yakima and his plight back in 1999. Chapell had been living in San Diego,
>and
>coincidentally, he and Martin were in Southern California looking to get
>into
>the California Cardroom business. Chapelle and Martin (after reading the LA
>Times article, head up to Calaveras County and sign up Yakima to represent
>him
> in getting an Indian Casino. Only after signing up Yakima did Chapelle
>(later) find out (from the BIA) that the Tribe was under control of Sylvia
>Burley. That was when Martin enlisted the help of Everone who came up with
>a plan
>to take the tribe out of Sylvia's control by saying Yakima only gave up
>"spokesperson's" role to Sylvia and not the Chair.
>
>Everone then went to work using the UC Berkeley Law Library to study up on
>Indian Law to begin his quest for removing the Sylvia Burley as
>Chairperson of
>the Tribe. Everone describes his last 6 plus years as (something like)
>tunning fiction into reality using the court system, BIA and the
>California
>Gambling Commission to agree with his requests. He explained after every
>legal
>set-back, he would wait 30 days and re-file or appeal the decision - and
>it
>worked. He learned the system and used it.
>
>Everone and Martin both stated Sylvia Burley has "embezzled" monies
>received
>for the tribe and used the money for her and her husbands own use.
>
>Everone stated Arlo Smith and Pete Melincoe are ex-Commission Member and
>Ex-Chief Legal for the Gambling Commission. They were very influential in
>meeting with current Commission Attorney Cy Rickerts to stop the casino
>payments to
>Sylvia Burley. Both are currently "on the payroll" and bill Everone by the
>hour (@ \$ 200.00 per hour) . Everone stated he can not always pay each of
>their bills, but will eventually pay them from the 1.8 Million monies that
>have
>been frozen by the Commission. Everone did say that their bills may be
>converted to investor type shares in the casino. Everone states the legal
>costs have
>exhausted all their monies and they are seeking investors (like myself).
>Everone also stated both Smith and Melicoe are handling the "compact
>negotiations" with the governors office. When I pressed Everone for a name
>in the
>governors office, he said he did not know who they were dealing with.
>
>Attorney Glick is their main litigater in Sacramento and is paid by the
>hour
>(\$350.00) (no other deals are with him)
>

>Everone stated a Contra Costa County developer named Mr. Cena (or Sena) is
>politically connected to Mr. Miller, a Congressional Representative from
>Martinez, California. Mr. Cena has provided (approx) \$200,000 in financial
>assistance to Everone. Everone states Cena is part-owner of the Peppermill
>in Reno,
>Nevada and other Nevada/Reno Casinos. Recently, Cena flew Miller (in his
>private jet) to a DC dinner with Sen. Feinstein and Pelosi to gather
>support.

>
>Another financial backer is a guy named Mr. Kuna (or Cuna) from Rocklin,
>California.

>
>Everone also advised they are dealing with a Southern Ca Tribe (unknown
>which tribe) to approach the Governor to approve compacts for both tribes
>and
>stated they may join each other ? A guy named Michael Lombardi (from So.
>Calif)
>is connected with this same Southern Ca tribe and is well known in the
>industry in helping tribes.

>
>Money Part-

>
>They asked for investment monies and provided me with a prospectus without
>asking how much I could give. They said my return would be by November
>2006. I

>then asked them why would I give monies to Yakima who can't stay out of
>jail, and how is he going to run an Indian Casino? Both laughed and Everone
>stated he controlled Yakima and the casino venture and told me not to worry
> about
>that.

>
>I told them I would give them an answer in a few days.

>
>It appears they are working hard on DC and Sacramento Politicians to gather
>support from BIA's decision on the tribe status which they say will come in
>November 2006.

>
>The tape recording had static and is being processed at a lab that
>specializes in digital recordings. We will see that result and I will
>transcribe that
>tape. Photos of our meeting was obtained by my employee Larry Young.

>
>I will keep you informed.

>
>Chris Ra

EXHIBIT 3



YAKIMA K. DIXIE
Sheep Ranch Rancheria of MiWok Indians of California
a.k.a. California Valley Miwok Tribe
11178 Sheep Ranch Rd., Mail P.O. Box 41
Sheep Ranch California 95250
209-728-2102

Bridge-loan Agreement & Prospectus

“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.

Yakima K Dixie is the hereditary Chief and rightful Chairperson of the tribe by lineal descent. However, administrative control of the tribe was illegally transferred from him some time in 1999; and administrative procedures and litigation are now in progress to return control of the tribe to Yakima so that he may receive about \$1.2 million in income that currently accrues to the tribe from the California Gambling Commission and so that the tribe can be position to create a casino.

A sum, not to exceed \$250,000, is being sought, in the form of Bridge Loans, to pay for the expenses that are necessary to regain the control of the tribe to Yakima, to reorganize the tribe, and to negotiate the location and financial backing for a casino. \$2,500 is the minimum Loan amount. In addition to the repayment of the corpus of the loan and the interest thereon, a total of 50 basis points of the gross income to the tribe will be paid, as a Bonus Interest, on a *pro rata* basis to the lender(s) for a period of 5 years after the casino is created. Further, an additional 10 basis points is allocated as a Referral Bonus to lenders.

The offering is available to informed investor(s) who are capable of taking moderate degree of risk. It is assumed that a lender understands that one could loose the corpus of one's loan. This prospectus includes both the legal instrument and detailed background information.



YAKIMA K. DIXIE

Sheep Ranch Rancheria of MiWok Indians of California
a.k.a. California Valley Miwok Tribe
11178 Sheep Ranch Rd., Mail P.O. Box 41
Sheep Ranch California 95250
209-728-2102

Bridge-loan Prospectus

Synopsis. A sum, not to exceed \$250,000, is being sought, as a bridge-loan, to pay for the expenses that are necessary to regain the control of the tribe to Yakima, to reorganize the tribe, and to negotiate the location and financial backing for a casino. In addition to the repayment of the corpus of the loan, as a **Bonus Interest**, a total of 50 basis points or 0.50% of the gross income from gambling revenue to the tribe will be paid on a *pro rata* basis to the lender(s) for a period of 5 years after casino is created.

Security for the Loaned Money. Repayment of the loan is secured by the income which currently accrues to the tribe (about \$1.2 million annually) from the "Revenue Sharing Trust Fund" that is administered by the State of California under the California Gambling Control Commission¹. This money is paid from gambling revenue by the tribes, which currently have casinos, to "non-compact" tribes or tribes, which do not currently have casinos. This \$1.2 million royalty presently goes to the tribe but is under the control of the Chairperson whose appointment we are attempting to nullify in administrative appeal and litigation.

Estimated Time to the Repayment of the Loan. If our administrative appeal, which is currently in its final stage at the Bureau of Indian Affairs, is successful, then the loan can be retired within about 4 months, depending on the cycle of the disbursements from the Revenue Sharing Trust Fund. If a negotiated settlement is achieved, the time to repayment will be about the same. If our administrative appeal does not prevail and if we are forced to litigate the rightful Chairperson, then repayment may take about 1 year.

Management of the Loaned Money. The loaned money will be managed by an entity called "Friends of Yakima", which will be managed by Chadd Everone, who has been the chief coordinator for the efforts to date, in conjunction with Phil Peck, Bill Martin, and Yakima Dixie.

Referral Bonus. An additional 10 basis points (.001%) of Tribal gaming income for 5 years is allocated as a Referral Bonus to lenders who refer other investors.

¹ California Gambling Control Commission 2399 Gateway Oaks Drive, Suite 100 • Sacramento, CA 95833-4231 • Sacramento, CA 95852-6013 • Phone: 916-263-0700.

YAKIMA K. DIXIE
Sheep Ranch Rancheria of MiWok Indians of California
a.k.a. California Valley Miwok Tribe
11178 Sheep Ranch Rd., Mail P.O. Box 41
Sheep Ranch California 95250
209-728-2102

Loan Agreement

In consideration for a loan in the amount of \$ _____ (corpus) from _____ (lender), I, Yakima K. Dixie, (on the part of myself and my tribe, as above) hereby agree to the following repayment and Bonus Interest, as explained here and more fully in the accompanying prospectus which explains the reason for the loan and the allocation of funds. Upon regaining the designation of "Chairperson" from the Bureau of Indian Affairs, I will repay the corpus of the loan plus 5% interest per annum. The funds for the loan repayment will come from the royalty income that automatically accrues to the tribe on a quarterly basis from the "Revenue Sharing Trust Fund" that is administered by the State of California under the California Gambling Control Commission. In addition, for a period of 5 fiscal years after the establishment of a casino, the tribe will pay to the lender a *pro rata* Bonus Interest on the gross income to the tribe from the casino revenue. According to the formula for the Bonus Interest in the prospectus, the above corpus constitutes _____ basis points of the gross income to the tribe from casino operations. See the reverse side for ancillary provisos.

Sample

_____ Date
Yakima K. Dixie, Chief
Sheep Ranch Rancheria of MiWok Indians of California

The security for the repayment of the corpus of this loan is guaranteed solely by the income from the "Revenue Sharing Trust Fund" that is administered by the State of California under the California Gambling Control Commission (2399 Gateway Oaks Drive, Suite 100 • Sacramento, CA 95833-4231 • Sacramento, CA 95852-6013 • Phone: 916-263-0700). A lien may not be placed on the tribal land at Sheep Ranch, and the social security income of Yakima K. Dixie is exempt. This loan may qualify for IRA investments.

In accordance with United States Code: Title 25 - Indians, Chapter 3 - Agreements with Indians, Section 81 - Contracts and Agreements with Indian Tribes, the following provisos are included in this agreement.

Subsection (d)(A): In case of breach of this agreement, the civil law of the U.S. shall pertain to a resolution, and the issues shall be resolved in United States District Court Eastern District of California (Sacramento).

Subsection (d)(C): The tribe expressly waives the right to assert sovereign immunity as a defense in an action brought against the Indian tribe in relation to this agreement.

Lender of Record:

Name: _____

Street Address _____

City, State, zip _____

The ownership of this promissory note is hereby transferred to the person or entity below:

Name: _____

Street Address _____

City, State, zip _____

Signature of Lender of Record above

Date: _____

Calculation of the Bonus Interest on Gambling Income. In addition to the repayment of the corpus of the loan, a total of 50 basis points or 0.5% of the gross income from gambling revenue to the tribe will be paid, as Bonus Interest, on a *pro rata* basis to the lender(s) for a period of 5 years after the casino begins full commercial operations.

Table I - A Pro Forma Calculation of Income, Expenses and Bonus Interest

(Note: the figures below are taken from figures which were attributed to Cash Creek Casino.)

1A	B	C	D	E
2	Line Item	Formula	Yearly	5 year aggregate
3	"Net Win" or net gaming income		\$500,000,000	\$2,500,000,000
4	minus 2% for Nongaming Tribal Assist. Fund	[D3-(D3*.02)]	490,000,000	2,450,000,000
5	minus 3% for Statewide Trust Fund (?)	[D4-(D3*.03)]	475,000,000	2,375,000,000
6	minus 1% for Local Benefits Grant Trust	[D5-(D3*.01)]	470,000,000	2,350,000,000
7	minus Operating Expenses of 40% of net.win	[D3*.5]	250,000,000	1,250,000,000
8	Gross Income	[D6-D7]	220,000,000	1,100,000,000
9				
10	24% of Gross Income to Operator	[D8*.24]	52,800,000	264,000,000
11				
12	76% of Gross Income to Tribe		167,200,000	836,000,000
13				
14	Total Bonus Interest of Lenders	[D12*0.005]	\$836,000	\$4,180,000
15	Pro Rata Share of Bonus Interest at:			
16	\$2,500	[D14*(B16/250000)]	8,360	41,800
17	5,000	[D14*(B17/250000)]	16,720	83,600
18	7,500	[D14*(B18/250000)]	25,080	125,400
19	10,000	[D14*(B19/250000)]	33,440	167,200
20	100,000	[D14*(B20/250000)]	334,400	1,672,000
21	250,000	[D14*(B21/250000)]	\$836,000	\$4,180,000

Calculation of the Referral Bonus. For lenders who refer other lenders, a Referral Bonus is created as follows. In addition to the repayment of the corpus of the loan and the interest thereon and the Royalty on Gambling Income, a total of 0.001 of the loan corpus will be paid on a *pro rata* basis to the referring lenders for a period of 5 years after the casino is created.

The calculation is as follows. If \$250,000 loan equals a Interest Bonus of 0.005 (i.e., 0.5%) and if 20% of the \$250,000 is for Referral Bonus, then the bonus would be \$50,000 which equilibrates to 0.001 (i.e., 0.1%).

Table II - A Pro Forma Calculation of Referral Bonus

(Note: the figures below build on the calculations in Table I.)

1A	B	C	D	E	
2	Line Item	Formula	Yearly	5 year aggregate.	
3	76% of Gross Income to Tribe		\$167,200,000	\$836,000,000	
4	Total Referral Bonus	0.001*D3	167,200	836,000	
5	Referral Amounts (1 Unit = \$2,500)				
6		\$2,500	1/100*D4	\$1,672	\$8,360
7		5,000	2/100*D4	3,344	16,720
8		7,500	3/100*D4	5,016	25,080
9		10,000	4/100*D4	6,688	33,440
10		12,500	5/100*D4	8,360	41,800
11		15,000	6/100*D4	10,032	50,160
12		17,500	7/100*D4	11,704	58,520
13		20,000	8/100*D4	13,376	66,880
14		22,500	9/100*D4	\$15,048	\$75,240
15		\$25,000	10/100*D4	\$16,720	\$83,600
16					
17					
18					
19					
20					
21					

Pro Forma Allocation of Funds for 4 Months.

	Month 1	Month 2	Month 3	Month 4	Totals
Personnel:					
Chadd Everone - Virtually all aspects of this project are either done by or managed by Chadd. This includes: The Appeal of Chairmanship, Intervention in Suit, Probate of Estate, Tribal Organization, Negotiation with Investor. ²	\$4,000	\$4,000	\$4,000	\$4,000	\$16,000
Phil Peck - Expense associated with Investor liaison.	2,000	2,000	2,000	2,000	8,000
Bill Martin - Expenses associated with managing Yakima and implementing the objectives.	2,000	2,000	2,000	2,000	8,000
Velma Whitebear - Expenses associated with organizing the tribal membership.	2,000	1,000	1,000	1,000	5,000
Yakima Personal:					
Expenses - Clothing, transportation, phone, utilities, etc.	500	500	500	500	2,000
Yakima's Property:					
Property - Clean-up grounds, sewer repair, security doors, repair of porch, etc.	5,000	4,000			9,000
Yakima's Health:					
Custodian - To cook and clean.	1,500	1,500	1,500	1,500	6,000
M.D. Internist - comprehensive examination and follow-up.	1,000	500			1,500
Yakima's Security:					

² Chadd will restrict his draw to \$2000 per month and defer the other \$2000 of his \$4000 allocation, pending the successful performance of all the other obligations of Friends of Yakima in the projections. At the end of this, if there are not funds available, he could be authorized to exchange this deferred income into one of the Loan Agreements.

Resident Guard - salary plus trailer rental	2,000	2,000	2,000	2,000	8,000
Surveillance Equipment - cameras, lights, alarms.	5,000				5,000
<hr/>					
Legal Services:					
Thomas Wolfrum - General oversight, specific representation in Intervention.	2,000	2,000	1,000	1,000	6,000
<hr/>					
Other Expenses:					
Web-site - construction and maintenance.	1,000	500	500	500	2,500
Totals	28,000	20,000	14,500	14,500	77,000

Due Diligence

Considerable due diligence has been done on this situation to insure that the tribe is real, that Yakima is, indeed, the rightful authority for the tribe, that the revenue does accrue to the tribe from "Revenue Sharing Trust Fund" under the California Gambling Control Commission, and that a casino can be obtained. The individuals who have done most of the due diligence and who have an economic vested interest in the success of the project are:

Chadd Everone
2054 University Ave. #407
Berkeley, California 94704
510-486-1314
E-mail: cae@fis.org

Phil Peck
637 Bridgewater Cir.
Danville CA 94526
925-831-2930
E-mail: endorfin@sbcglobal.net

Bill Martin
203 Plaza Dr.
Lodi California 95240
209-365-9139
E-mail: hitlock7@sbcglobal.net

In addition to the above, the project has been evaluated by 4 attorneys of a prospective casino developer with 3 of those attorneys being specialists in Indian law. Their task was to address 4 main issues, and a summary of their report of February 6, 2004 is below.

- 1. Is the Tribe federally recognized?** Yes. The Tribe has been federally recognized since 1916. In the Federal Register of December 5, 2003 (Indian Entities Recognized and Eligible to Receive Services From the United States Bureau of Indian Affairs), it is identified as: "California Valley Miwok Tribe f.k.a Sheep Ranch Rancheria of MiWok Indians of California".
- 2. Does Yakima or Sylvia have the strongest claim to tribal leadership?** Yakima clearly has the strongest historical claim to leadership. While the circumstances surrounding Yakima's purported renunciation of leadership to Sylvia are sufficiently ambiguous to permit interpretation favoring either party, it appears that Sylvia's assumption of leadership was fraudulently procured.
- 3. What is the status of the appeal process?** The appeal submitted on Yakima's behalf appears to be well argued and placed in the proper hands. It is being considered by solicitor Keep as representative of the Secretary of Interior.
- 4. Does Yakima have the right and ability to enter into binding agreements on behalf of the Tribe?** Yakima's position is that he is, and always has been, the leadership of the Tribe with the ability to bind the Tribe. The effectiveness of any contract will ultimately depend on federal recognition of Yakima's leadership, his ability to control whatever tribal membership results from the dispute resolution process, and his integrity and loyalty in continuing to abide by the contract.

EXHIBIT 4



FRIENDS OF YAKIMA, INC

2140 Shattuck Avenue #602
Berkeley, California 94704
510-486-1314

November 27, 2009

Mel, Stephen, & Neal:

Regarding funding, I will need to raise another \$50-100,000 to "push" this enterprise into position. (See the section "Anticipated Sequence of Events", below.) You might be interested, able, and willing to participate in whole or in part.

Background

In early 2003, I took on the challenge of restoring the authority of Yakima Dixie and thereby securing his agreement with Bill Martin for the development of a casino. I saw the situation as being a good, business prospect (particularly for me in terms of the funding of my research in life-extension and control of ageing) and being in the interest of justice for Yakima and the Indians. Until mid-2004, I simply used my own funds to cover the costs. However, when it became obvious that the effort would be protracted and a full-time job and would entail extra expenses for tribal organization and an assembly of attorneys for special functions, I expanded the financial backing, using a "bridge-loan" from the Tribe as authorized by Yakima Dixie, who was then (and still is, legally) the sole authority for the Tribe due to him being the traditional Chief. Using this financing vehicle over the course of 5 years, I have raised, incrementally, slightly over \$1 million among some 20 different individuals, none of whom is a developer, builder, or any other kind of stake-holder other than a note holder. Being that the Tribe is responsible for repaying the loans as well as the higher-end bonus after the casino is established, I have raised money only as needed, and I have not over-capitalized the effort. Because I have only drawn cost-of-living (which is modest), all funds have been allocated effectively to getting things done. Because the loan is secured by the funds from Revenue Sharing Trust Fund and because that Fund accrues at the rate of \$275,000 every quarter, I have figured that whatever money was borrowed would be worth it to the Tribe, particularly given that the long-range prospect of the venture is worth billions of dollars and given the fact that if we were to not persist then they would have absolutely nothing.

The terms of the repayment of the loans are: 1) the principle plus 5% per annum is to be repaid upon the release of the frozen funds in the Revenue Sharing Trust Fund (see the high-lighted elements in the attached recent accounting, which show that there is being retained by the State a total allocations plus interest of \$5,513,206.92 as of October 30, 2009); 2) the special bonus points are to be paid to lenders over a 5 year period once the casino is operational,

and that bonus should amount to about 20 times the principle (a return that I calibrated to norms in the Venture Capital World of a good return on investment); and 3) the Tribe waives sovereign immunity in terms of enforcement of the loan (so disputes can be tried in a normal court of law, making it like any other loan). In sum, the obligations are secured by actual cash being held by the State, the recovery of principle should be very soon (certainly at this point), and the longer-range payback is substantial. I constructed a brief prospect for the loan; but the loan agreement is the note itself, which I have posted at:

<http://www.californiavalleymiwok.com/2008-02-12-LoanAgreement.pdf>

I would see the benefits to you all (either individually or as a group) to be the following:

- The loan, *per se*, would be a good investment by most any standard - i.e., security of principle by cash deposits, rapid recovery of principle; nominal interest sufficient to compensate for any inflation; and a good profit when we succeed.
- Your participation in the financing of the recover of tribal authority would re-inforce your vested interest as the Altamont property being the reservation/casino; and
- Being a lender would hedge against the possibility that the BIA, somehow, might find that the Altamont location could not be taken into trust - i.e., a \$100,000 lent would result in an payback of \$2 million regardless of where the casino were to be established, eventually.

Anticipated Sequence of Events

Here is what I see as being the likely sequence of up-coming events.

The IBIA is bound to make its Determination soon - the case has been "under consideration" and being written since late July so it cannot entail much more consideration; and the Judge has forbidden further Pleadings and has denied all of Burley's attempts to forestall the matter. So, I would expect the Determination to be issued within weeks. Burley's attempted to hold a private hearing with the new Assistant Secretary was denied; and her more recent attempt to circumvent the proceedings by re-enrolling Yakima in his tribe and having her attorney substitute for us was thwarted. Besides, the issue before the Board is whether or not the Federal government has the right to help organize the Tribe so that it has an authority which the USA can recognize for establishing a government-to-government relations with the USA. It is not about if the Federal government must accept Silvia Burley or Yakima Dixie as the authority being that at one time they were recognized as such when the Tribe was in an "unorganized" status. Again, the Tribe, *per se*, has been a Federally Recognized Tribe since 1915; so, the only issue is the Federally Recognized Authority for this Recognized Tribe. Being that all of our attorneys and the government attorneys assumed that the BIA will prevail on the merits, and being that this matter has been judged in the Federal courts (District and Appeals) in favor of the BIA, then we have confidence that we (the BIA and our group) will prevail in the IBIA Determination and that the BIA will organize the tribe in accordance with the Public Notice of April 2007, in which case our opponent, Burley, has no standing either as an authority or even as one of the organizing, Putative Members.

Upon the IBIA Determination, then, immediately thereafter, we will meet with the BIA to finalize the organizational protocol. At that time, I will re-submit my FOIA (Freedom of Information Act) request for the disclosure of the identities of the Putative Members (originally, my FOIA was denied pending the IBIA Determination). Also, I will send an announcement to all of the prospective members, who have registered with us. The message will be for the Putative Members to have a meeting, prior to the formal meeting with the BIA. The objective will be to have the Putative Members join with the other 5 existing members of the Tribal Council to form a unified front, ratify agreements and the constitution, and sign enabling Resolutions. One of those Resolutions will be to have this organizing group be identified by the BIA so that the RSFT money can be released. Also, the Tribe has owning about \$1 million in PL 638 administrative grants which we were able to have stayed. All of this should be accomplished within several months.

Next, the formal meeting with the BIA will occur and the final protocol for organization will be established. From there, it will entail a lot of organizational work.

Once the BIA identifies the Recognized Authority, the RSFT can be released (the State of California is anxious to distribute the money). Also, we will join the Land-to-Trust Consortium within the BIA, but the costs of that will be born by the Tribe. I may have some expenses in taking back to D.C. some of the tribal members to conference with relevant administrators for organization, land, and gaming. There will be legal expenses for those elements, and I may have to oppose some potential rear-guard maneuvers by Burley.

Meanwhile, the efforts which we have been devoting to financing and construction can be pursued, aggressively.

I appreciate your consideration; and let me know your thinking.

Chadd

EXHIBIT 5



YAKIMA K. DIXIE

Sheep Ranch Rancheria of MiWok Indians of California
a.k.a. California Valley Miwok Tribe
11178 Sheep Ranch Rd., Mail P.O. Box 41
Sheep Ranch California 95250
209-728-2102

The Will & Testament

of

Yakima K. Dixie

I, Yakima K. Dixie (born February 1, 1940, a resident of California, and being of sound mind) make this Will for the organization of my Tribe, the conduct of its business, and the disposition of my personal property.

I

The Organization of My Tribe

I (a) - The Structure and Function of The Tribe

Until such time that the Tribe becomes organized within the frame-work of a constitution that is formally recognized by the government of the United States, this document represents my Will for the purpose, structure, and activities of my Tribe.

I (b) - The Purpose of The Tribe

The purpose of the Tribe shall be to engage its members in activities that enhance the particular interests of the Tribe, of Miwok Indians and their descendants in the vicinity of Sheep Ranch and of Native Americans and humanity in general. This will include, but not be limited to, the following activities: business enterprises, health and medical programs, educational and employment programs, projects in sustainable development, projects in Miwok traditions.

I (c) - The Office of The Chief

By hereditary and lineal descent, I, Yakima K. Dixie, am the Chief and rightful authority of the Sheep Ranch Rancheria of MiWok Indians of California a.k.a. California Valley Miwok Tribe (Tribe). I inherit my position and authority through three, historically documented generations

55 spanning over 100 years. From my mother, Mable Hodge Dixie (1918-1971), I inherited tribal
 56 authority - superseding my elder brother, Richard Dixie (1937-1987) and my younger brothers,
 57 Melvin Dixie (1943 -) and Tommy Dixie (1945-1983). My mother inherited her authority for
 58 The Tribe from her father, Tom Hodge, who, in turn, inherited his authority from his father, Peter
 59 Hodge. Prior to that, descent goes back into pre-recorded history.
 60

61
 62 Until superseded by a constitutional form of government, the Chief is the sole authority for the
 63 Tribe. If I were to die without progeny, the Office of Chief will cede to my next of kin, Melvin
 64 Dixie. The following are prerequisites for Melvin to inherit this position. 1) He would have to
 65 complete an accredited alcohol detoxification and treatment program. 2) He would have to
 66 pledge to honor all agreements which I have made for the Tribe and which are identified in this
 67 document. 3) He may not associate with Rocky MacKay. And 4) for a period of 2 years, he
 68 would have to manage the affairs of the Chief under the supervision of a Board of Trustees which
 69 would include the Executive Director of the Tribe plus one representative of each of the
 70 entities with whom I have made a business agreement and who is identified herein.
 71
 72

73
 74 If I were to survive Melvin, then his son, as next of kin, would inherit the position of Chief with
 75 the same provisos as above. If there is no next of kin or if the next of kin is unable to fulfill the
 76 functions of Chief, the Office shall cede to the Executive Director of the Tribal Counsel.
 77

78 I (d) - Tribal Counsel

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 80
 81 The Tribal Counsel shall consist of those member of the Tribe who are engaged in managing the
 82 functions of the Tribe. The Counsel may have consultants who are non-tribal members. The
 83 Tribal Counsel may initiate tribal policy for the approval of the Chief and the Counsel may
 84 organize itself as it determines appropriate to its activities. The initial Tribal Counsel shall be
 85 appointed by the Chief; and serve for a defined term. At the time of this signing, the only member
 86 of the Tribal Counsel is Velma WhiteBear, who is designated as the Executive Director of the
 87 Tribe.
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90 I (e) - Tribal Membership

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 93 Membership in the Tribe shall be proposed by the Counsel by a majority vote and subject to
 94 approval by the Chief or proposed by the Chief and approved by a majority of the Counsel. There
 95 shall be various types of membership such as: probationary, conditional, life-time, and hereditary.
 96 The provisional members are listed below.
 97

98	Antone Azevedo	4001 Carrie Bee Court	North Highlands, Calif. 95660
99	Melvin Dixie	Not known	
100	Arvada Fisher	PO BOX 224	Burson, Calif. 95225
101	Antonia Lopez	PO BOX 1432	Jackson, Calif. 95642
102	Robert Ramirez, Jr.	PO BOX 844	Valley Springs, Calif.
103	Iva A. Sandoval	31 1/2 Sinclair St.	Stockton, Calif. 9521
104			
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109 Velma D. WhiteBear 213 Downing Drive Galt, Calif. 95632
110 Shirley M. Wilson 3352 Bellview St. Stockton, Calif. 95206
111
112 Evelyn F. Wilson PO BOX 189 West Point, Calif. 95255
113
114 Patricia L. Williams 4585 Iowa Ave. Sacramento, Calif. 95824
115

116 **I (f) - Contracts with Non-tribal Entities**
117

118 In the course of regaining my authority of the Tribe and positioning it for business enterprises, I,
119 as Chief, have made various agreements with non-tribal entities (individuals and organizations).
120 These agreements are hereby incorporated into my Will as policy for the Tribe. At the time of this
121 signing, there are four contracts. These are:
122

- 123
124 My Agreement with Bill Martin and LeRoi Chapelle. (Exhibit A)
125
126 My Finders Agreement with Philip Peck and Michael Babcock. (Exhibit B)
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128 My Bridge-loan Agreement with various people. (Exhibit C)
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130 My pending agreement with the casino Developer and Operator. (Exhibit D)
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134 End of Section I - The Organization of My Tribe.
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II
The Disposition of My Personal Property

II (a) - Appointment of Executor

I designate Velma Whitebear (my cousin) to be the Executor of this Will.

II (b) - Distribution of My Money

My accumulated cash reserves are to be distributed accordingly.

1) The sum of \$5,000 is to be used by the Executor to cover the costs of probating this Will.

2) The payment my obligations and debts.

(a) Priority in the payment of my obligations is the money which Bill Martin has expended on my behalf and on behalf of my Tribe since November 1999. Payment will be based on the expense receipts which are presented by Martin to the Executor plus a reasonable allowance for travel which he has made over the years.

(b) Payment to my remaining debts, including any "bridge-loans" which I may have made to cover expenses related to tribal matters, are to be made to individual lenders on a *pro rata* basis.

3) The remainder is to be donated to the general fund of my tribe.

3 - Distribution of Real Estate

a) My interest in any real estate that is held in trust for me with the Bureau of Indian affairs is to remain in federal trust and is to be deeded to my tribe (Sheep Ranch Rancheria of MiWok Indians of California a.k.a. California Valley Miwok Tribe) given the Exclusionary Principle as described below in section 5.

4 - Distribution of Other Assets

a) Earned income from intellectual properties, accrued earnings from other sources (including BIA trust accounts), and other assets that may be in my estate are to be used first to repay any outstanding debts and obligations as described in section 2, with the remainder to be conveyed to my Tribe according to my wishes as described below in both section 5 (Exclusionary Principle) and section 6 (Inheritance Of Tribal Authority).

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5 - Exclusionary Principle

a) Where I have conveyed my personal assets to my Tribe, the following exclusionary principle shall apply. If (at the time of my demise and when this Will comes into force) the Tribe is still under the control of Silvia Burley or her relative(s), then my assets shall remain in my estate until such time as she is replaced by the rightful, lineal descendant as defined herein under section 6 (Inheritance Of Tribal Authority). If the probate of the Will is required by lawful authority before such recover of tribal authority, then such assets are willed to the Executor to be retained personally until, at the discretion of the Executor, the assets may be re-conveyed back to the Tribe.

6 - Inheritance Of Tribal Authority

To restate what is above, according to Miwok tradition, I am, by lineal descent, the Chief and rightful authority (Chairperson) of the federally recognized Indian tribe which is known as: Sheep Ranch Rancheria of MiWok Indians of California a.k.a. California Valley Miwok Tribe. I have held this position since the death of my mother (Mabel Hodge Dixie) in 1965. My mother inherited the Chieftanship from her father (my maternal grandfather), Tom Hodge. Tom Hodge inherited the Chieftanship from his father (my great-grandfather), Peter Hodge. Peter Hodge traced his ancestry back to pre-recorded history.

If I were to die without progeny, the Office of Chief will cede to my next of kin as described above. If there is no next of kin or if the next of kin is unable to fulfill the functions of Chief, the Office shall cede to the Executive Director of the Tribal Counsel.

End of Section II - The Disposition of My Personal Property.

Date: 5/5/04

Yakima K. Dixie
Yakima K. Dixie

Witnesses

Date: 05/05/04

Bill Martin

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5 - Exclusionary Principle

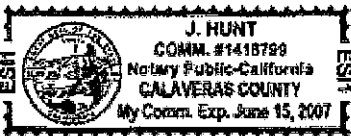
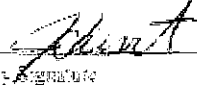
a) Where I have conveyed my personal assets to my Tribe, the following exclusionary principle shall apply. If (at the time of my demise and when this Will comes into force) the Tribe is still under the control of Silvia Burley or her relative(s), then my assets shall remain in my estate until such time as she is replaced by the rightful, lineal descendant as defined herein under section 6 (Inheritance Of Tribal Authority). If the probate of the Will is required by lawful authority before such recover of tribal authority, then such assets are willed to the Executor to be retained personally until, at the discretion of the Executor, the assets may be re-conveyed back to the Tribe.

6 - Inheritance Of Tribal Authority

To restate what is above, according to Miwok tradition, I am, by lineal descent, the Chief and rightful authority (Chairperson) of the federally recognized Indian tribe which is known as: Sheep Ranch Rancheria of MiWok Indians of California a.k.a. California Valley Miwok Tribe. I have held this position since the death of my mother (Mabel Hodge Dixie) in 1965. My mother inherited the Chieftanship from her father (my maternal grandfather), Tom Hodge. Tom Hodge inherited the Chieftanship from his father (my great-grandfather), Peter Hodge. Peter Hodge traced his ancestry back to pre-recorded history.

If I were to die without progeny, the Office of Chief will cede to my next of kin as described above. If there is no next of kin or if the next of kin is unable to fulfill the functions of Chief, the Office shall cede to the Executive Director of the Tribal Counsel.

End of Section II - The Disposition of My Personal Property.

State of California	}
County of <u>Calaveras</u>	
Subscribed and sworn to before me on <u>MAY 5, 2004</u>	
NOTARY SEAL	
	 _____ <small>Notary Signature</small>
	<u>J. Hunt</u> _____ <small>Typed Name of Notary</small>

PRIMARY DEVELOPER'S AGREEMENT

1. COVENANT

2 This "Primary Developer's Agreement" is enacted by and between Yakima K. Dixie (acting
4 individually and on behalf of the Sheep Ranch Rancheria of MiWok Indians of California a.k.a.
6 California Valley Miwok Tribe) and a consortium called "Friends of Yakima, Inc.", which
8 includes William Martin, LeRoi Chapelle, and other individuals who will be designated by Bill
Martin for their contributions to fulfilling this Agreement. This Agreement supersedes the prior
agreement of November 24, 1999 between Yakima K. Dixie and American Boxing, Inc., in
which Martin and Chapelle were the principals.

10 The Signatories to this document, being legally responsible persons, hereby enter into this
12 Agreement under the conditions and for the exchange of values that are described herein and are
effective as of this ____ day of December 2004.

2. TERMS

14
16 1(a). "Agreement". Refers to this "Primary Developer's Agreement".

18 1(b). "Tribe". Sheep Ranch Rancheria of MiWok Indians of California (a.k.a. California
20 Valley Miwok Tribe), a federally recognized Indian tribe, located at 11178 Sheep Ranch Rd.,
Mail P.O. Box 41 Sheep Ranch California 95250.

22 1(c). "Chief" or "Yakima". Yakima K. Dixie is the Chief and rightful authority for the
24 Tribe.

26 1(d). "Friends of Yakima" or "Friends". This consortium includes those individuals
28 who were instrumental in saving the Chief, Yakima K. Dixie, restoring to him the authority
for the Tribe, in negotiating settlements and contracts (including the casino operator's
30 contract), constructing the tribal constitution, and otherwise helping to create and build the
Tribe. The individuals include the persons that are listed below.

32 1(d)1. "Martin". Bill Martin, who in all ways (with his money, time, acquisition of
34 legal and medical help, organizational effort, and contacts) from 1999 to the present,
befriended, worked for, and supported Yakima in his claim to be the rightful authority of
the Tribe and in his efforts to regain that authority and who was the individual who is
36 responsible for bringing other members back into the Tribe.

38 1(d)2. "Chapelle". LeRoi Chapelle, who, along with Martin, helped Yakima in his
legal claims with the BIA.

40 1(d)3. "Other Individuals". Other individuals will be designated by Bill Martin for
42 their contributions to this enterprise.

44

EXHIBIT 6

From: Chadd Everone [cae@jis.org]
Sent: Friday, September 29, 2006 8:51 AM
To: Chris Ray
Subject: Sheep Ranch Tribe

Chris

I have not received the prospectus. In case you still might be interested, here is a status report. In terms of the financial arrangements, my associated, Bill Martin, indicated that in lieu of the deferred bonus of 20 times corpus over a 5 year period, as described in the prospectus, he would be willing to give double double one's money for this last round of financing, which would mean that upon recover of the \$1.6 million that is currently frozen, one's loan times 2 would be repaid. If this is of interest, please let me know.

The current situation (i.e., as of right now, September 28, 2006)

After some three years of prosecuting the rightful authority for the Tribe, all of the legal and administrative obstructions by the opposition (Silvia Burley) have now failed and are out of the way. Her last two court maneuvers were dismissed; and the BIA is moving forward with its determination on the authority for the tribe, which almost certainly will give control to Yakima's faction, and that means to us. Sensing that the time was right, our attorneys, who are tasked with dealing with the Governor on a gaming compact, contacted Silvia and her attorneys a couple of days ago and offered to open a discussion on settlement. They took the offer, almost immediately, and her attorneys are flying in (one from Washington and the other from Southern

California) to meet with our attorneys on October 3. Silvia's attorneys must also realize that their efforts are going to fail, otherwise, they would not have been so eager to meet and spend the time, effort, and money to do so. (A settlement is not necessary in order for us to prevail, but it would accelerate our casino efforts, and it would take a great load off of the shoulders of the

BIA.) Irrespective of any settlement, the BIA is in the process of finalizing the government's determination on the tribal authority. We expect that issue to be finalized by the end of November and, again, that our group will be the recognized authority. In addition, we have advanced the tribal organization, have a developer on the shelf, are making moves to negotiate a compact with the Governor, and in all ways are positioned to bring this into rapid fulfillment.

Up to this point, the effort has been financed by some money by Seeno (non refundable) but

mostly by about \$350,000 in loaned money from individuals, such as yourself, according to the prospectus. That is a fair sum of money; but it is insignificant in terms of the potential that comes with a casino and which, obviously, is a unique and very rare opportunity. In the immediate future, there are a variety of other things (administrative and legal) which must be

done to aggressively push this thing home; and I want to raise a final \$100,000 to do that. Now is not the time to glide to a landing; rather it must be forced into place, and that entails more money. As you know, the money for the Tribe in the Revenue Sharing Trust Fund has been frozen; and it now amounts to over \$1.6 million; and that will be there to repay the lenders immediately upon gaining authority for the Tribe. So that is the security for the loans.

What I propose is that you and/or your contacts invest in this final offering; and I have provided a schedule of the repayment formula according to different amounts, which is the same as is in the prospectus. Obviously, this deal is much more secure now than it was when you originally invested; and if you can arrange a significant amount of this final financing, I can make an additional arrangement for your efforts - something which we can discuss if you

are capable and interested in participating. We can discuss that when I call, which I anticipate will be tomorrow, Friday.

There are few opportunities to "make a financial killing" and this, I sincerely believe, is one of them. See the calculations and the prospectus.
I hope you are well. Best wishes

Chadd

EXHIBIT 7



YAKIMA K. DIXIE

Sheep Ranch Rancheria of MiWok Indians of California
a.k.a. California Valley Miwok Tribe
11178 Sheep Ranch Rd., Mail P.O. Box 41
Sheep Ranch California 95250
Phone: 209-728-2102

January 28, 2004

TO:
Scott Keep, Assistant Solicitor
Branch of Tribal Government & Alaska
Division of Indian Affairs
Office of the Solicitor, Mail Stop 6456
U.S. Department of the Interior
1849 C Street, N.W.
Washington, DC 20240
(202) 208-6526 or 3511
Fax: (202) 219-1791 or (202) 208-3490

FROM:
Chadd Everone
Tel: 510-486-1314

Thomas Wolfrum
Tel: 925-930-5645
Fax: 925-930-6208

Mr. Keep:

We wish to do whatever we can to motivate you to complete your determination of Yakima's Appeal. We seem to be enmeshed in slough of actions: the probate of the estates of Yakima's brothers, the intervention, FOIA requests, etc. But all of that hinges on Yakima's appeal of the conveyance of tribal authority by the BIA from him to Silvia Burley; and that, as far as we have been informed, hinges on only one consideration - the authenticity of his resignation, which we adamantly aver is both fraudulent and in other ways subject to nullification. The expeditious determination by the BIA of the Appeal is crucial so that we may be in a position to say that we have affirmatively exhausted administrative remedies, if we need to proceed into litigation. There is an added sense of urgency in that Silvia continues to pilfer the assets of the Tribe (see notation at the end of page 7). Included here, we wish to provide some supplemental information which may be relevant to your evaluation.

The Intervention

As you probably know, on December 20, 2004, the Court ruled that Yakima may not Intervene in the litigation (Civ. S-02-0912 FCD GGH) - "... applicant's motion to intervene is DENIED."

The Court ruled "that applicant's motion to intervene was timely filed". And the Court accepted that Yakima has an interest in the subject matter of the litigation because the "Plaintiff does not dispute that applicant has an interest in the subject matter of this litigation". However, the Court did find that "because his (Yakima's) interests in the actual subject matter of this litigation are completely consonant with those of plaintiff, applicant's interests will not be impaired absent intervention. Accordingly, applicant is not entitled to intervene as of right." The Court did not rule on the fourth issue of the adequacy of the Plaintiff representing Yakima's interest because if the motion to intervene fails on any one of four conditions, it fails as a whole.

If it is true that Yakima's interest cannot be adversely affected by the litigation, then we are pleased to know that. However, at first consideration, it would seem that it defies common sense to say that "... his (Yakima's) interests in the actual subject matter of this litigation are completely consonant with those of plaintiff"

We will have to do a careful re-reading of the original "Plaintiff's "First Amended Complaint for Injunctive and Declaratory Relief" (May 21, 2002) and your "Defendant's Amended Answer" (October 30, 2002). The Court, in its ruling on the Intervention, stated that

"Background facts regarding the underlying litigation are drawn primarily from plaintiff's Opposition to Motion to Intervene ... because applicant does not provide factual background regarding the litigation in his Motion to Intervene. Facts relating to the instant motion are drawn from applicant's Motion to Intervene." (See footnote on page 2, of the January 21, 2004 order.)

Now, it is possible that Yakima, in his filing originally *in propria persona*, made a procedural error and did not provide his understanding of the facts. When Yakima did get his lawyer, his declaration was filed. However, it was filed only two days before the hearing, so it may have been excluded from the judge's consideration. We were hoping to amend, with testimony and argument, any procedural deficits in the hearing. But the judge denied a hearing "because oral argument will not be of material assistance" (See footnote on page 2, of the January 21, 2004 order.)

In fine, we will re-read the pleadings and re-assess whether or not Yakima's interests may be adversely affected. If we believe that they are not, then great; we may wait to see how thing progress. (We do have a concern that if the Plaintiff and Defendant reach a settlement, that Yakima may not have access to that. This is a real concern, and we may ask you to stipulate that the BIA will give to us a copy because, as you will see below, Siliva certainly will not.) If we find, contrary to the judges ruling, that Yakima's interests may be negatively affected, then we may appeal the order based on procedural errors (*viz.* not allowing a hearing so that oral testimony and argument might amend any omission in documentary pleadings and using only the Plaintiff's Opposition for background facts, which almost surely have to be prejudiced). Or, in the alternative, we simply may file concurrently our own complimentary suit.

In either case, we will not move on this until after consulting with you. And besides that, the main issue is Yakima's Appeal which is now before you and which, if it were sustained, then the main cause for the litigation would probably dissolve.

A Settlement Resolution To The Issues

Turning now to our central issue - Yakima's appeal of the appointment of Silvia Burley as the recognized authority for the Sheep Ranch Rancheria of MiWok Indians of California a.k.a. California Valley Miwok Tribe.

You have discussed, in vague terms, the notion of settlement. Please consider the following.

The incompatibility between Yakima and Silvia.

Yakima has already made overtures in that respect. From 2000 to 2002, the situation of the Tribe was in limbo. Silvia had been sued by North American Sports, Inc. (Case # CIV.S-00-21-7 DFL DAD Complaint for Breach of Contract and Fraud) because she garnered from them about \$480,000 but really did not effective control of the Tribe; and Yakima, of course, was unable to move forward with his plans because Silvia had the nominal authority for the Tribe from the BIA. From my notes, I recall that, in March 2002, I suggested that Yakima let me approach Silvia with the idea of discussing some kind of settlement. He authorized me to make such a gesture. I contacted Silvia by phone; without discussion, she referred me to her attorney (Rapport); and I spoke to him. In my follow-up call, Silvia said bluntly that she had no interest in discussing the matter, even in general terms, and she abruptly hung-up the phone. More recently, Thompson (Silvia's attorney) called Wolfrum (Yakima's attorney), and, in the course of the discussion, Wolfrum suggested a discussion of settlement. Wolfrum reports that Thompson indicated that such a consideration was completely out of the question. So there you have it. Yakima made a decent attempt to talk, and it was flatly refused. Silvia's position, consistently over some 4 years, has been absolutely no negotiation. She is probably correct - the two situations are mutually incompatible. To exemplify the interaction with Silvia, I am provided a series of exhibits in which Yakima has attempted to obtain tribal information.

On October 30, 2003, Yakima requested from Silvia basic tribal documents, which should be available to any member of the Tribe. (See Exhibit 2003-10-30c). Silvia did not respond.

Then, on December 9, 2003, Yakima requested the time and place of the next tribal meeting so that he and his attorney could attend and review tribal documents. (Exhibit 2003-12-09d). Silvia did respond with a resolution which forbid Yakima from attending any meeting of the Tribe, stating that "Yakima K. Dixie holds no officer or position within the Tribe

that would necessarily require his physical presence at Tribal Council meetings ..." (Exhibit 2003-12-17)

On December 30, 2003, Yakima responds with an objection and asks that, if he may not attend a meeting, to receive by mail the requested documents. (Exhibit 2003-12-30a)

On January 5, 2004, Silvia makes a non-sequitur response in which she challenges Yakima's membership in the Tribe. (Exhibit 2004-10-05).

Finally, on January 15, 2004, Yakima rebuts Silvia's last memorandum and asks once again for tribal documents. (Exhibit 2004-01-15)

As you can see, communication between the two is virtually impossible.

The organization of the Tribe. In the Tribe, the Executive Director is one Velma Whitebear. Velma is a first cousin of Yakima; and in early childhood, she lived on the Sheep Ranch Reservation. (She recalls being carried by Yakima down to the post-office.) By any right, Velma Whitebear is a valid member of the Tribe - something which Silvia is not, she being only remotely related to Yakima and never having lived at Sheep Ranch. Velma has worked for many years, and continues to do so, as a Field Operations Coordinator for the California Indian Manpower Consortium (Website: <http://www.cimcinc.org> Tele: 800-640-2463). She manages 5 offices from Sacramento to Escondido. Velma knows all of the family that is associated with the Tribe; and she is uniquely qualified, as a professional administrator and executive, to help Yakima both in selecting tribal members who will be functional in tribal operations (not just people on the dole) and in organizing programs which help build the economic potential of non-member Indians in the area. Velma has helped select about 10 individuals, who are close relatives of Yakima and some of whom have lived at Sheep Ranch; and they have been inducted into the Tribe.

Silvia, by temperament, education, and experience, would not be able to perform the functions which Yakima as defined for the Executive Director of the Tribe.

Further, Yakima's extended family, who constitute the membership of the Tribe, is highly disaffected from Silvia because of her conduct toward Yakima and malfeasance to the Tribe. So, Silvia would not really be welcome into the Tribe. Inversely, most of the family, who rightfully should be members, would not be welcome by Silvia if she were to govern the Tribe.

Finally, through his associates, Yakima is now positioned with a casino operator who is headquartered in Yakima's area (actually in the MiWok territorial "footprint") and who is unquestionably qualified to create and operate a first class, "destination" facility (i.e., more than just a gambling casino). "Qualified" means: 1) more than adequate financial resources, 2) is a qualified gaming operator and has passed the scrutiny of the ethics committee of state gambling control commissions on multiple occasions, 3) is a well qualified builder, and 4) is well experienced in gaining local, political consent for large projects. The identity of this developer can be made available to you if so desired.

Yakima's "developer" would be willing to move forward aggressively with the project once Yakima is designated by the BIA as the rightful authority - even in the midst of any potential litigation by Silvia that might ensue. However, in terms of a settlement, Yakima's developer, for obvious reasons, would not be interested in joint-venturing anything with Silvia's developer, if, in fact, she has one.

Thus, as you can see, the systemic incompatibility between Silvia and Yakima makes it virtually impossible for any settlement that involves jointly held positions.

The Essential Consideration

While we seem to spend a lot of time, effort, and money on these disparate maneuverings, I want to stay focused on the essential consideration - i.e., the nullification of the original conveyance of the authority from Yakima to Silvia. In the last 9 months, Yakima has made over 40 different motions, letters of inquiry, stays of action, etc. in which he has challenged Silvia's appointment. From these recent filings, absolutely no substantiation, of any kind, has been offered to authenticate that appointment. All we have is a copy of a putative resignation, which the local BIA sent to Bill Martin in 1999. To restate what I have already communicated to you, that resignation document is invalid both *per se* and *per quod* for the following reasons.

1 - Yakima's Personal Testimony

Yakima was completely surprised when told that he had been replaced as Chairman. Yakima says he that he did not sign such a document. (Exhibit Notice of Appeal, page 4) Thus, in such a conveyance as this, without substantive exchange of money or other commodity of value, the burden of proof rests with Burley that Yakima's signature is valid. What proof can Sylvia provide to confirm that the signature is Yakima's?

2 - Inadequate Witness

The resignation document was not properly witnessed by a notary or other outside authority. It was witnessed by Silvia Burley's daughter, who is a co-conspirator in this usurpation. (Exhibit 1999-04-20 which already in your position)

3 - Common Sense

It would seem impossible that Yakima, after holding on to the tribe for decades under very adverse conditions would so easily relinquish his authority.

4 - Traditional Authority

Actually, Yakima did not have the authority to resign, being that Chieftanship in Miwoks is by lineal descent along the male line. (Exhibit 1925-00-00 which already in your position) He could not give his authority to another except temporarily as under a conservatorship or regency. Without a constitution or written system of law which allows for the transfer of authority outside kinship, one must rely on tradition or common law; and by that

code, Yakima can only pass his authority to the next of kin. Silvia is not next of kin.

5 - Expert Evaluation of Document

A well qualified, handwriting expert warrants that the signature is probably not Yakima's (**Exhibit 2003-06-22 which already in your position**).

6 - Dereliction of Trust Responsibility

The BIA is mandated to exercise trusteeship over Indians and tribes; and the agents who were responsible for Yakima (Fry, Golding, and Risling) failed to exercise oversight in such an important transaction as resignation and transfer of authority. They should have contacted Yakima to confirm his resignation; and they should have had an agent witness the signing. The dereliction of duty is further demonstration by the refusal to respond of Fry, Risling, and Gregory, as cited above.

7 - Inherent Right of Revocation

In any such transfer of authority, there is an inherent right to revoke it at some subsequent time. In various way, Yakima has revoked Silvia's authority.

8 - Asynchronous events

The resignation document is dated April 20, 1999 (**Exhibit 1999-04-20 which already in your position**). Ten days later, on April 30, 1999, Yakima does, in fact, sign a document in which he gives a Washington attorney by the name of Mary Wynne a power of attorney to represent him in obtaining government benefits for the tribe (**Exhibit 1999-04-30 which already in your position**). If Silvia had been appointed as Chairperson on April 20, why was it necessary to have Yakima sign a power of attorney after that? Subsequently, she never asked for Yakima's authorization on anything. The forged document of resignation may have been back-dated so that Mary Wynne could represent Silvia as the tribe leader rather than Yakima. Mary Wynne has not responded to Yakima's request for documents during that period.

Scott, the simplest and most expedient way to resolve this is by fairness and justice. (In the entrance to your Courthouse in Sacramento, there are numerous sayings that are etched in the slate stones over which people walk. One says "fairness is justice"; and if that motto were apropos to any situation, this would seem to be one.) The original appointment of Silvia was improper, to be as euphemistic as possible; and it is only fair and just that it be revoked. Her appointments was made by fiat, and it can be corrected by fiat. As far as we know, Silvia did not respond with a rebuttal to Yakima's Appeal; and that alone should sustain Yakima's position. After all, on what legitimate basis could she rebut. If Silvia objects to her replacement, then the administrative appeals have already been exhausted, so there is nothing to do in that regard. She could sue the BIA; but on what substantial grounds? She could sue Yakima; but, again, on what substantial grounds? Once Silvia has been deposed, Yakima will make the standing litigation go away. Whether or not Silvia can abscond with the \$3 million that she has pilfered will remain an open issue. However, she should take with her the debt that she owes to North American Sports for the fraudulent deal which she constructed with them.

We will call within about a week after sending this.

Respectfully,

Yakima K. Dixie

Chadd Everone

Thomas Wolfrum

p.s. We conducted a title search on the address at which Siliva lives and has the tribal headquarters. It seems that, in 2002, she purchased a new \$745,000 residence for cash.

10601 Escondido Pl., Stockton, CA 95212
Assessor Parcel Number: 086-640-28
Primary Owner: BURLEY, SILVIA
Transfer Date : 03/29/2002
Transfer Value : \$745,000
Cost/Sq. Feet : \$171
First Loan Amount : None
Lender : N/A MTG

Bedrooms : 5
Year Built : 2000
Square Feet : 4,353 SF
Bathrooms : 4.0
Garage : Garage 4
Lot Size : 1.490 AC
Fireplace : 2
Use Code : Single Family Residential

Meanwhile, we are happy to report that Yakmia just got an increase of \$35 per month in his social security benefit payments and that the roof on the 1930's cottage in which he lives and which the BIA provided to the Tribe is holding up, thus far, this winter.

EXHIBIT 8

MIDSTATE CONSULTANTS, LLC

4021 Port Chicago Highway • P.O. Box 4113 • Concord, California 94520
Telephone (925) 671-7711 • Fax (925) 687-3366

May 17, 2006

Via U.S. Mail

Dr. Chadd Everone, Ph.D.
2054 University Avenue, #407
Berkeley, California 94704

Re: *Sheep Ranch Rancheria of MeWuk Indians*

Dear Dr. Everone:

Enclosed for your files, please find copies of the following documents:

1. Memorandum of Understanding between Yakima Dixie & the Sheep Ranch Rancheria of MeWuk Indians and Midstate Consultants, LLC, dated April 30, 2006 (the "Sheep Ranch MOU"); and
2. Memorandum of Understanding between yourself and Midstate Consultants, LLC, dated April 25, 2006.

As required by Paragraph 1(i) of the Sheep Ranch MOU, please provide us with an itemized statement of the tribal expenses and legal expenses. Please mail the statement to the attention of Jeanne C. Pavao at the address at the top of this letter.

If you have any questions, please do not hesitate to contact Jeanne Pavao or me. Thank you for your prompt attention to this matter.

Sincerely,



Tracey Marquit
Paralegal

Enclosures

cc: Mike Romero (w/encls.)

MEMORANDUM OF UNDERSTANDING
Between
YAKIMA DIXIE & THE SHEEP RANCH RANCHERIA OF MEWUK INDIANS
And
MIDSTATE CONSULTANTS, LLC

This Memorandum of Understanding ("Memorandum") is made and entered into this 22 day of April, 2006 by and between Yakima Dixie ("Yakima") and the Sheep Ranch Rancheria of MeWuk Indians aka California Valley MiWork Tribe (the "Tribe") and Midstate Consultants, LLC ("Consultant").

1. The parties hereby agree that the April 23, 2004 Consulting Agreement ("Consulting Agreement") between Yakima, the Tribe and Consultant is hereby reinstated effective as of the date set forth above subject to the following conditions:

- (i) Within five (5) days of execution of this Memorandum, Consultant shall loan Yakima and the Tribe the sum of \$30,000 for the sole purpose of paying outstanding tribal expenses in the approximate amount of \$10,000 and outstanding legal fees incurred in assisting Yakima in his pursuit of state and federal recognition of his leadership and control of the Tribe (or leadership and control of the Tribe by Velma WhiteBear or a tribal member of lineal descendant to Mabel Hodge Dixie) in the approximate amount of \$20,000. Yakima shall provide Consultant with an itemized statement of such expenses. The loan shall be repaid in accordance with the schedule contained in Exhibit "A" to the Consulting Agreement;
- (ii) The monthly stipend of \$3,500 set forth in Exhibit "A" to the Consulting Agreement shall be brought current only upon the occurrence of the following events:
 - (a) A constitution for the Tribe is approved by the federal government;
 - (b) Yakima, Velma WhiteBear or a tribal member of lineal descendant to Mabel Hodge Dixie is recognized by the state and federal governments and any other applicable agencies as the tribal leader;
 - (c) Silvia Burley is acknowledged by the state and federal governments and any other applicable agencies to no longer be the tribal leader or spokesperson for the Tribe.

2. By their signatures below, William B. Martin, LeRoi Chappelle, Michael Babcock and Philip Peck acknowledge and reaffirm that the Martin-


Chappelle Agreement and the Babcock-Peck Agreement referred to in Recital H of the Consulting Agreement are each subordinate to the Consulting Agreement and this Memorandum and will continue to be subordinate to any Management Contract to be entered into between Consultant and Yakima or the Tribe. By their signatures below, William B. Martin, LeRoi Chappelle, Michael Babcock and Philip Peck hereby also reaffirm the Addenda to the Subordination Agreements dated May 15, 2004.

3. Except as provided herein, all other provisions of the Consulting Agreement are hereby reinstated including but not limited to Paragraph 5 thereof which provides Consultant with the option to negotiate a Management Contract with the Tribe pursuant to the provisions thereof.
4. By her signature below, Velma WhiteBear hereby agrees that, should she be appointed or elected to any leadership position in the Tribe, she will comply with the terms set forth in the Consulting Agreement and all collateral agreements thereto.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

The Sheep Ranch Rancheria of MeWuk Indians also known as the California Valley MiWok Tribe of Indians

By: 
Yakima Dixie, Chief


Yakima Dixie, individual

Midstate Consultants, LLC, a California limited liability company

By: 
Albert D. Seeno, Jr., Managing Member

Michael Babcock

Philip Peck

William B. Martin



FRIENDS OF YAKIMA, INC.

2054 UNIVERSITY AVE. #407
 BERKELEY, CALIFORNIA 94704
 510-486-1314

July 27, 2006

Albert:

On April 25, 2006, an agreement was instituted between Albert Seeno (d.b.a. Midstate Consultants, LLC) and Friends of Yakima on behalf of the California Valley Miwok Tribe a.k.a Sheep Ranch Rancheria in which we made (what I would call) a "place-holder agreement". Albert provided \$30,000 in working capital, and we gave him an extension on the option to reinstate the original agreement that was made several years prior or to make another "place-holder agreement". It was agreed that after a couple of months, we were to evaluate the progression of events and decide whether to reinstate that original agreement or further extend the place-holder agreement or to withdraw. Phil has been very adroit at managing these negotiations; and he will be contacting you to proceed forward.

As a basis for which option is appropriate, I am forwarding this summary and a budget out-line of anticipated expenses for the next 6 months.

During the period of this agreement, two significant advances in our position have occurred. First, after arduous negotiations and actual litigation, we were able to have definitively frozen the more than \$1.5 million in Revenue Sharing Trust Fund money that has accrued to the Tribe. This money is now locked until "... there is either a federally-recognized Tribal government, or the Bureau of Indian Affairs recognizes a representative or person of authority within the Tribe, for all purposes." ¹ It is our understanding that, immediately upon the BIA making such a designation, these funds will be released. So, the next issues is: whom will the BIA recognized as the authority for the Tribe?

The second advance in our position is in regard to the recognized authority. At our last meeting with the Superintendent of the BIA (June 23, 2006 ²), he informed us that he and the Regional Director have sent a plan for the organization of the Tribe to Washington, that this matter was a high priority to the BIA, and that they would be recognizing a "Putative Member Class" of individuals with whom the BIA would establish a government-to-government relationship. I believe that this can only mean that the member class which we represent will prevail as the dominant authority and give us control of the Tribe. It is highly probable that the opposition, Silvia Burley, will either refuse to participate or, if she does participate, will be marginalized to a minority interest. In an attempt to make sure that this is the case, we are taking actions to communicate with the D.C. officials who are involved (See footnote 2).

Other elements of tribal organization are advancing and we will be discussing an assignment to this Tribe of a compact that has held by another tribe but which does not have a suitable location for a casino. If something like this assignment can be done, it would greatly accelerate the business opportunity.

Chadd

¹ Document at: <http://www.federatedtribes.com/yakima/2006-07-27-RickardsToBurley.pdf>

² Document at: <http://www.federatedtribes.com/yakima/2006-07-11-Synopsis.pdf>

Chadd Everone							
Constitution: Prepare for final Submittal to BIA.							
Washington D.C.: Negotiation and perhaps trip on issue of tribal authority.							
Sacramento: Negotiation with Burdick regarding authority, Constitution, and Secretarial Supervised Election.							
Compact: Wm. Pink prospect, Governor's Office.							
Board of Indian Appeals: Seeking to overturn a Determination by C. Gregory.							
Tribal Organization: Continuation of efforts including the 180 prospective members.							
	4,000	4,000	4,000	4,000	4,000	4,000	24,000
Bill Martin/A. Avalos							
Care of Sheep Ranch property and member expenses.							
	1,000	1,000	1,000	1,000	1,000	1,000	6,000
Peter Glick - attorney							
Back Billings: Interpleader	10,895						10,895
Preparation for Silvia Sutt: Recover of tribal assets.			2,000				2,000

Peter Melnicoe - attorney							
Back Billings: Interpleader.	737						737
Compact Negotiations:	1,000	4,000	1,000	1,000	1,000	1,000	9,000
Walker/Vollmann - attorneys							
Back Billings:	1,000						1,000
Amicus Brief				5,000			5,000
Washington representation:		3,000					3,000
Thomas Wolfrum - attorney							
	500	500	500	500	500	500	3,000
William Pink - Consultant							
Compact Negotiations:		1,000					1,000
Tribal Account							
Organizational Expenses:		5,000					5,000
Incidental Expenses							
FOIA - Xeroxing:	1,000						1,000
Trip to Washington:		4,000					4,000
TOTAL	20,132	22,500	8,500	11,500	6,500	6,500	75,632

EXHIBIT 9

California Valley Miwok Tribe, California
(formerly the Sheep Ranch Rancheria of Me-Wuk Indians of California)
11178 Sheep Ranch Rd., Mail P.O. Box 41
Sheep Ranch, California 95250
209-728-2102

July 7, 2006



Michael Olsen, Principal Deputy,
Acting Assistant Secretary - Indian Affairs
U.S. Department of the Interior
1849 C Street, N.W. Washington, DC 20240

**California Valley Miwok Tribe,
California (formerly the Sheep Ranch
Rancheria of Me-Wuk Indians of
California), Yakima Dixie, and the
Putative Member Class**

Petitioners

**Michael Olsen, Principal Deputy,
Acting Assistant Secretary - Indian
Affairs**

Respondent

**Request for Clarifications,
Determinations, Direction, and
Expedition of Due Process
In Respect To Tribal Organization¹**

Mr. Olsen:

You will recall that, in response to the Appeal of Yakima K. Dixie of October 30, 2003, you issued a Determination on February 11, 2005. Therein, you ruled the following:

- 1) that Mr. Dixie's complaint about the designation of Silvia Burley as the tribal Chairperson "... had been rendered moot by the BIA's decision of March 26, 2004 In that letter, the BIA made clear that the Federal government did not recognize Ms. Burley as the tribal Chairman.";

¹ For easier referral and technical review, this document has been posted on the Internet in two formats: 1) in pdf at {<http://www.federatedtribes.com/yakima/2006-07-07-Olsen-Petition.pdf>} and 2) in HTML with active links to the documentation at {<http://www.federatedtribes.com/yakima/2006-07-07-Olsen-Petition.html>}.

1 2) that the BIA would not recognize an intra-tribal resolution for this matter (i.e., "... the
2 BIA does not recognize Mr. Woodward as a tribal official or his hearing process as a
3 legitimate tribal forum"); and

4 3) that you would encourage Mr. Dixie to resolve the issue of authority via tribal
5 organization "... along the lines outlined in the March 26, 2004, letter", directing him
6 to avail himself of the guidance and assistance of Ray Fry of the Central California
7 Agency of the BIA.

8 **Background**

9
10 The California Valley Miwok Tribe (formerly the Sheep Ranch Rancheria) is a federally
11 recognized Indian tribe - identified in 1915 and established the following year by the acquisition
12 of land that was placed in federal trust. Of the 12 original members, Peter Hodge was identified
13 as "... the leading member of this little band"¹. Over the course of years, various relatives
14 came and went to and from the reservation property at Sheep Ranch, California; however, a
15 member of the Hodge family has always been the dominant occupant - this through Peter
16 Hodge's daughter, Mable Hodge Dixie (who lived on the Rancheria for most of her life until her
17 death in 1971 and who was "... the sole distributee under the Distribution Plan approved August
18 18, 1966"²) and through her son, Yakima Dixie, who has lived on the Rancheria most of his
19 life and continues to do so, presently. In 1936, the tribe officially voted to be organized under
20 the Indian Reorganization Act; but no subsequent proceedings were taken to create a
21 constitutional governance. A full exposition of the history of the Tribe and its authority has
22 been provided to the BIA³.

23 Thus, at this time, the Tribe is a federally recognized Indian tribe that is landless and is
24 unorganized. The legitimate membership would constitute persons in the following categories
25 and in the following hierarchy: 1) lineal descendants of the person to whom the tribal land was
26 transferred in the Distribution Plan of 1966 (i.e., Mable Hodge Dixie), 2) the heirs of the estate
27 of Mable Hodge Dixie and their lineal descendants, 3) individuals who had lived on the
28 reservation property for a period of 2 or more years, 4) individuals who have been adopted into
29 the Tribe by the hereditary Chief of the Tribe, Yakima Dixie, and 5) lineal descendants of any of
30 the preceding categories according to the priority of that hierarchy.

31 In reference to the issue of the recognized authority for the Tribe, which is now before the BIA,
32 Yakima Dixie was recognized by the BIA as being the head of the Tribe for decades. In 1998, at
33 the encouragement of the BIA, he gave tribal status to Silvia Burley (a remote relative whom he
34 had never met, prior) in exchange for helping him organize the Tribe. That was the *quid pro*
35 *quo*. In November 1999, Mr. Dixie became informed that Ms. Burley had usurped his authority;
36 and he immediately initiated his appeal to the BIA. After repeated protestation and a suit against
37 Ms. Burley, which was dismissed for failure to exhaust administrative remedies, in March 2003,
38 Mr. Dixie initiated his formal Appeal within the BIA, which eventuated in the, above cited,
39 Olsen Determination of February 11, 2005.

41 ¹ Document of Indian Agent, John Turrell, {<http://www.federatedtribes.com/yakima/1915-08-13.pdf>}.

42 ² See: {<http://www.federatedtribes.com/yakima/2006-05-10-Petition-Burdick.pdf> - Exhibit 10}.

43 ³ Ibid.

1 ***The Present Situation***

2 Since the date of the "Olsen Determination" (some 18 months ago), Yakima Dixie and the
3 putative members of the Tribe¹ have been engaged in negotiating with the Central California
4 Agency of the BIA about the rightful authority for the Tribe and in organizing the tribe under the
5 IRA guidelines. As one can see from the appended "Table of Major Events ...", this has been an
6 extended and complicated course of events. Albeit, the members of the Tribe (with the
7 exception of Silvia Burley) feel that progress has been made, that the local agent(s) of the
8 Bureau have been sincere in wanting to get the Tribe organized, and that they have been
9 competent and honest brokers.

10
11 ***The Following Is Requested***

12 As of this date, we understand that the Central California Agency has forwarded a proposed
13 plan(s) for the organization of the Tribe to authorities in Washington D.C. for some kind of
14 action - exactly what form that action may be (advisory or determinative) has not been made
15 explicit.
16

17 In an effort to avoid obscurities and to help insure a just and expedited due process, we request the
18 following.
19

20 1) Exactly who in the BIA will be involved in determining the BIA's position on the recognition
21 of the authority for the Tribe? Because the Tribe has had direct interaction with and because we
22 believe that he is a competent person who will consider the best interest of the Tribe, we request
23 that the Superintendent of the Central California Agency be the determining agent for the
24 Bureau. If the decision will be made by others in Washington, with whom the Tribe has not had
25 such interaction, then we would like a clear statement of epistemology of who, what, when,
26 where, why, and how the Determination of Authority will be made. Further, we request the
27 opportunity to make, in person, an exposition of the facts of this matter and of our position,
28 before a Determination is made, to the appropriate forum in Washington; and that can be done
29 with the full participation of the opposition - Silvia Burley.

30 2) In the Constitution of February 19, 2006, which the Putative Member Class has presented to
31 the BIA for technical assistance and for an informal review², the Tribe proposed a two stage
32 implementation of the Constitution with the first stage being the recognition by the BIA of a
33 Putative Member class of elders who would then act as a Tribal Council and who would refined

34 ¹ Because this is an unorganized tribe, operating under tradition or natural law, the term "putative member" is an
35 *apropos* term for this tribal situation. It was first introduced by Brian Golding, Sr. in his Declaration of April 30,
36 2004. See: {<http://www.federatedtribes.com/yakima/2004-04-30-e1-Glolding.pdf>}.

37 "Putative members" is taken to mean those individuals who, by custom or tradition or common sense, would be
38 recognized as being, by certain inherent criteria, a natural member of the tribe. In the proceedings with the BIA,
39 this has been taken to include those individuals who are lineal descendants of the originally identified members,
40 lineal descendants of the distributee of the ancestral land at Sheep Ranch, individuals who have lived on that land,
41 and persons who have been adopted into the tribe by the hereditary chief, Yakima Dixie. See
42 {<http://www.federatedtribes.com/yakima/2006-05-10-Petition-Burdick.pdf>}.

43 ² See the Constitution {<http://www.federatedtribes.com/yakima/2006-02-19-Constitution.pdf>}.

1 the Constitution and identify the broader tribal membership during a period of no more than 12
2 months, after which the Constitution would be submitted for formal review to the BIA and a
3 Secretarial Supervised election. Also, certain enrollment criteria were adopted for membership
4 and this first Tribal Council. We would like a ruling on the admissibility of both the two stage
5 organizational process and the enrollment criteria.

6 As far as we can tell, Ms. Burley has been the single obstacle that has been prohibiting the
7 organization of the Tribe. This is curious because the BIA is on the record in two court cases
8 that the Bureau considers Silvia Burley to be "... only as an informal point-of-contact for the
9 tribe", and this has been the Bureau's position since March 2005 (See item 2006-04-10 in the
10 appended Table). Thus, she really has no standing to impede the organizational process. Ms.
11 Burley's attempt to have the Court prohibit the BIA from being instrumental in the organization
12 of the Tribe has failed (ref. Table item 2006-03-03). Although Ms. Burley has never participated
13 in the organizational process and has only attempted to obstruct the organization of the Tribe in
14 every possible way, the Putative Member Class continues to include her as a member of the
15 Tribe and as one of the organizing Tribal Council. The money from the Revenue Sharing Trust
16 Fund has been frozen for over 1 year and will remain so until the BIA makes a determination
17 about a recognized authority for the Tribe (ref. Table item 2006-07-07). There are no more
18 reasons not to proceed.

19 The Putative Member Class has been negotiating with the BIA for some 18 months and has done
20 so with patience and in good faith. The Bureau has sufficient knowledge to make a fair, just, and
21 legally defensible Determination about the authority. The Putative Members are not contentious
22 nor litigious; and they seek to establish a cooperative and efficient working relationship with the
23 Bureau toward the good reputation of both the Bureau and the Tribe - benefiting the tribal
24 members, Miwoks in general, and the public-at-large. In the interest of fairness and justice, we
25 request and expect an open and expedited due process on the issue of a recognized authority for
26 the Tribe so that we may move forward.

27 Sincerely,
28

29 Drafted by:

Affirmed by:

30
31
32
33 _____
Chadd Everone, Deputy

Velma WhiteBear, Executive Director

34
35 Approved by:

36
37 _____
Yakima Dixie, Chief

38
39 Please direct any correspondence to the representative below rather than to the Sheep Ranch location.

40 Chadd Everone, Deputy
41 2054 University Ave. #407, Berkeley, California 94704
42 510-486-1314
43

For easier referral and technical review, this document has been posted on the Internet in two formats: 1) in pdf as {<http://www.federatedtribes.com/yakima/2006-07-07-Olsen-Petition.pdf>} and 2) in HTML format with active links to the documentation as { <http://www.federatedtribes.com/yakima/2006-07-07-Olsen-Petition.html>}

Table of Major Events Since Olsen Determination of February 11, 2005	
Date	Abstract
2005-02-11	<p>The Olsen Determination. In response to Yakima's Dixie's Appeal of the BIA's recognition of Silvia Burley as Chairperson, Michael D. Olsen (Principal Deputy, Acting Assistant Secretary - Indian Affairs) determines: 1) that the Appeal is moot because the BIA does not recognize Silvia Burley as Chairperson for the Tribe, making reference to the Risling Determination of March 26, 2004; 2) that the BIA does not recognize anyone as Chairperson; 3) that the issue of authority should be resolved by tribal organization; and 4) that there cannot be any intra-tribal forum for resolving this issue, and it must be resolved by the BIA.</p> <p>Determination: www.federatedtribes.com/yakima/2005-02-11-BIA-Determination.pdf</p>
2005-02-19	<p>Tribal Meeting at Sheep Ranch - current events and discussion about organization.</p>
2005-02-28	<p>Memorandum to Ray Fry. This outlines the objectives for the first organizational meeting with the BIA "for organizing the Tribe within its traditional hereditary descent and in such a manner that those individuals who have a legitimate claim to membership are acknowledged and the broader Miwok community is benefited." Background of the tribe and the situation is provided. (The February 28 meeting was deferred to March 7, 2006.)</p> <p>Memo: www.federatedtribes.com/yakima/2005-02-28-Fry-memo.pdf</p>
2005-03-07	<p>1st meeting with BIA. In attendance were: for Silvia Burley (Tiger Paulk, husband, Phillip Thompson and George Steele, attorneys - no Silvia Burley); for the tribe (Yakima Dixie, Chief, Velma WhiteBear, Exec. Dir., Chadd Everone, Deputy, William Pink, Consultant and former Tribal Operations Officer for Burley, and attorneys Pete Glick and Thomas Wolfrum; for the BIA (Myra Spicker, Solicitor, Dale Morris, acting Superintendent, and Ray Fry, Tribal Operations Officer). A document packete was submitted together with a formal request for action by Yakima Dixie requesting the he be recognized as the putative member with the right to organize the tribe:</p> <p style="padding-left: 40px;">"Given these two, seminal documents (The Golding Declaration and the Olson Letter of Determination), I (Yakima K. Dixie) am the only "putative" member of the Tribe that has been officially recognized to date; and therefore, I assert and ask that you recognize my right to organize the Tribe along the lines which I have been doing since December 1999."</p> <p>Request: www.federatedtribes.com/yakima/2005-03-07-Fry-meeting-documents.pdf</p>

1	Notes: www.federatedtribes.com/yakima/2005-03-07-Fry-meeting.pdf
2	No response to the Request for Action was ever received. This first meeting
3	was characterized by Ray Fry as being "informational" only; and a follow-up
4	meeting was set at which Yakima Dixie would present an Organizational
5	Plan.
6	2005-03-14 2nd Meeting with BIA. The objective was to present Yakima Dixie's
7	Organization Plan. However, on March 10 (4 days before), Silvia Burley's
8	attorneys met privately with the BIA, contesting these organizational
9	meetings and threatening suit. Consequently, Fry reported that Clayton
10	Gregory recommended mediation under the auspices of Judge Katherine
11	Lynn. This was discussed and Yakima Dixie agreed. Thus, the
12	organizational matters were postponed. Attending the meeting were: for
13	Silvia Burley, her husband James (Tiger) Paulk; for Yakima Dixie, Yakima
14	Dixie (Chief), Velma WhiteBear (Exec. Dir.), Antonia Lopez (Tribal
15	member), Chadd Everone (Deputy), William Pink (Tribal Consultant),
16	Thomas Wolfrum (Tribal Attorney), Phil Peck and LeRoi Chapelle; and for
17	the BIA, Myra Spicker (Solicitor), Dale Morris (Superintendent), and Ray
18	Fry (Tribal Operations).
19	Meeting Synopsis: www.federatedtribes.com/yakima/2005-03-14-BIA-synopsis.pdf
20	Organization Documents: www.federatedtribes.com/yakima/2005-03-11-Fry.pdf
21	2005-03-16 Memo to Morris, Confirming Mediation. Yakima Dixie confirms his
22	willingness to mediate with Silvia Burley. He raises the issue of freezing or
23	splitting the 638 grant contract.
24	Letter: www.federatedtribes.com/yakima/2005-03-16-BIA-Proposal.pdf
25	
26	2005-03-19 Tribal Meeting at Sheep Ranch - current events and discussion about
27	organization .
28	2005-03-21 Meeting with Judge Katherine Lynn. Judge Lynn was attending the
29	"Tribal Agency Budget Conference" of the BIA and Chadd Everone, Thomas
30	Wolfrum, and Bill Martin met with her. She was the newly appointed head
31	of the DOI Office of Collaborative Action and Dispute Resolution. We
32	reviewed the situation, she agreed to contact Silvia Burley and Phillip
33	Thompson, and to attempt to convene the Interested Parties. Various,
34	subsequent actions occurred; but Silvia Burley declined any participation.
35	Synopsis: www.federatedtribes.com/yakima/2005-03-23-BIA-synopsis.pdf
36	
37	2005-04-11 3rd Meeting with BIA. The objective was to proceed forward with the
38	organization, given Silvia Burley's refusal to mediate. It was reported that
39	Silvia Burley intended to file suit to prohibit the BIA from organizing the
40	Tribe, which she did the following day. Yakima submitted a Formal Request
41	that the BIA "... issue memoranda as specified above - i.e., 1) a letter to the
42	California Gambling Control Commission that the Tribe is being formally
43	organized and that the BIA recommends, suggests, or is otherwise on the

	<p>record as believing that the royalty income should not be distributed to the Tribe and either retained in trust by the Commission or placed in receivership, pending the final organization of the Tribe; and 2) the BIA will withhold 638 and other grants to the Tribe, pending the final organization of the Tribe."</p> <p>Agenda: www.federatedtribes.com/yakima/2005-04-11-BIA-meeting-agenda.pdf Request: www.federatedtribes.com/yakima/2005-04-11a-RequestOfBIA.pdf Synopsis: www.federatedtribes.com/yakima/2005-04-11-BIA-synopsis.pdf</p>
2005-04-12	<p>Complaint by Silvia Burley against BIA to prohibit the Bureau from being involved in the organization of the Tribe - Case #:1:05-cv-00739-JR, U.S. District Court (Washington, DC). About 12 months later, on March 30, 2006, the Court granted the Bureau's motion to dismiss the case. On June 16, 2006, Silvia Burley appeals the dismissal.</p> <p>Docket: www.federatedtribes.com/yakima/2006-06-21-Docket.pdf</p>
2005-04-16	<p>Tribal Meeting at Sheep Ranch - current events and discussion about organization .</p>
2005-04-20	<p>Memo to Morris. Being that Dale Morris mentioned Yakima Dixie's "resignation", a review of that issues was sent to him.</p> <p>Memo: www.federatedtribes.com/yakima/2005-04-20-BIA-resignation-issue.pdf</p>
2005-04-23	<p>Synopsis of recent events. Issued to tribal members and associates.</p> <p>Synopsis: www.federatedtribes.com/yakima/2005-04-23-BIA-synopsis.pdf</p>
2005-05-05	<p>Letter to Silvia Burley. National Indian Gaming Commission declines a request from Silvia Burley, noting that the DOI does not recognize any tribal leadership.</p>
2005-05-09	<p>Synopsis of recent events. Issued to tribal members and associates.</p> <p>Synopsis: www.federatedtribes.com/yakima/2005-05-09-BIA-synopsis.pdf</p>
2005-05-10	<p>Letter from Morris. The BIA acknowledges Yakima Dixie's request of 2005-04-11, regarding memo to Gambling Control Commission to freeze funds, to freeze 638 funds and to provide contract and other documents and other actions.</p> <p>Letter: www.federatedtribes.com/yakima/2005-05-10-MorrisDetermination.pdf</p>
2006-05-21	<p>Tribal Meeting at Sheep Ranch - current events and discussion about organization .</p>
2005-05-25	<p>4th Meeting with BIA. Pressing issues of organization with the BIA.</p> <p>Agenda: www.federatedtribes.com/yakima/2005-05-25-FryMeeting.pdf Synopsis: www.federatedtribes.com/yakima/2005-05-25-BIA-synopsis.pdf</p>

2006-06-18	Tribal Meeting at Sheep Ranch - current events and discussion about organization .
2005-07-08	<p>5th Meeting with BIA. This establishes an agenda with the newly appointed Superintendent, Troy Burdick. The issue of who are the Putative Member Class for the purposes of tribal organization is defined (Yakima Dixie, Melvin Dixie, Dequita Boire, and Silvia Burley is acknowledged to be a member through having been adopted into the tribe by Yakima). Also, having lived on the Sheep Ranch Reservation is stated to be a membership criterion, as per instructions by Ray Fry to Yakima in March 2003.</p> <p>Agenda: www.federatedtribes.com/yakima/2005-07-08-BIAMeeting.pdf Synopsis: www.federatedtribes.com/yakima/2005-07-08-BIA-synopsis.pdf</p>
2005-07-11	<p>Letter to Burdick. Follow-up letter from the July 7 meeting, requesting from Troy Burdick a letter that acknowledges the Putative Member Class.</p> <p>Letter: www.federatedtribes.com/yakima/2005-07-11-BurdickFry.pdf</p>
2005-07-19	<p>Determination on 638 funds. Letter from the BIA to Silvia freezing 638 funds due to the lack of a recognized government for the Tribe.</p> <p>Letter: www.federatedtribes.com/yakima/2005-07-19-BIA-638.pdf</p>
2006-07-16	Tribal Meeting at Sheep Ranch - current events and discussion about organization .
2005-07-26	<p>Letter from BIA. A letter from Troy Burdick confirming 2005-07-11 request vis a vis Putative Members.</p> <p>www.federatedtribes.com/yakima/2005-07-26-Burdick.pdf</p>
2005-08-05	<p>California Gambling Control Commission. In a letter to Silvia Burley and Yakima Dixie, The Commission decides to freeze the distribution from the Revenue Sharing Trust.</p> <p>Letter: www.federatedtribes.com/yakima/2005-08-05-CGCC.pdf</p>
2006-08-20	Tribal Meeting at Sheep Ranch - current events and discussion about organization .
2005-08-25	<p>BIA 638 Grant Contract. The BIA partially and conditionally reinstates 638 Contract to Silvia Burley.</p> <p>Letter: www.federatedtribes.com/yakima/2005-08-25-BIARescinds638.pdf</p>
2005-09-02	<p>6th Meeting with BIA. Informal meeting with Troy Burdick to review issues.</p> <p>Agenda: www.federatedtribes.com/yakima/2005-09-02-Burdick-Meeting.pdf</p>
2005-09-02	<p>Synopsis: Report on events to tribal members.</p> <p>www.federatedtribes.com/yakima/2005-09-05-synopsis.pdf</p>

2005-09-05	<p>Burley disenrolls Yakima. The cause is that Yakima purports to belong to another tribe, which is the original tribe in which Silvia Burley was adopted by Yakima.</p> <p>www.federatedtribes.com/yakima/2005-09-05-Yakima-Disenrolled.pdf</p>
2005-09-17	<p>Tribal Meeting at Sheep Ranch - current events and discussion about organization .</p>
2005-10-02	<p>Memo to Burdick. This regards case # 1:05-cv-00739-JR filed in U.S. District Court District of Columbia (Washington, DC) on April 12, 2005 by Silvia Burley and its impact on the organization of the tribe.</p> <p>www.federatedtribes.com/yakima/2005-10-02-Burdick-memo.pdf</p>
2005-10-03	<p>Memo to Scott Keep. This is to the BIA Asst. Solicitor, Scott Keep, presenting the issues and difficulties which we are having in the organizational process.</p> <p>www.federatedtribes.com/yakima/2005-10-13-Keep.pdf</p>
2005-10-15	<p>Tribal Meeting at Sheep Ranch - current events and discussion about organization .</p>
2005-10-26	<p>Letter from Burdick to Silvia Burley. Burdick returns a resolution that Silvia has issued, stating: "Since the BIA does not recognize any governing body for the Tribe, nor do we currently have a government-to-government relationship with the California Valley Miwok Tribe ..."</p> <p>www.federatedtribes.com/yakima/2005-10-26-Burdick-Silvia.pdf</p>
2005-10-28	<p>Letter from our attorneys (Walker/Vollmann) to Scott Keep. Requesting that the BIA intercede with the Calif. Gambling Comm. about who is the authority for the tribe to stop payment to Silvia Burley of some \$800,000. Also, reports Burley's "disenrollment" of Yakima; and their meeting with Jerry Gidner.</p> <p>www.federatedtribes.com/yakima/2005-10-28-WalkerToKeep.pdf</p>
2005-10-30	<p>Chronology of Tribe. An outline of the historical events of the Tribe submitted to BIA <i>vis a vis</i> the issue of the authority for the Tribe.</p> <p>www.federatedtribes.com/yakima/2005-10-30-Chronology.pdf</p>
2005-11-02	<p>Letter to Burdick. Raises the issue of the BIA and the Calif. Gambling Control Commission, requesting a letter for the BIA that there is no recognized authority for the tribe. Makes reference to our flow-chart of strategic events and organizational plans.</p> <p>www.federatedtribes.com/yakima/2005-11-02-BurdickMemo.pdf</p>
2005-11-08	<p>Letter to Burdick. The Tribe is attempting to obtain services for the Indian Health Services for various destitute Indians in Calaveras County. This is being blocked because of an authority for the Tribe. Communication with</p>

	IHS is requested to over-come the barrier; and the problem is eventually resolved either by direct or indirect action by Burdick. www.federatedtribes.com/yakima/2005-11-08-BurdickMemo.pdf
2005-11-19	Tribal Meeting at Sheep Ranch - current events and discussion about organization .
2005-11-20	Chart of Chronology of Tribe. Submitted to BIA at a subsequent meeting. www.federatedtribes.com/yakima/2005-11-20-Chronology.pdf
2005-11-27	Synopsis of Events. Sent to interested parties. www.federatedtribes.com/yakima/2005-11-27-Synopsis.pdf
2005-11-28	Memo to Burdick. Demonstrating abuse of tribal fund by Silvia Burley's husband, Tiger Paulk, and his purchase of some 5 esoteric muscle cars. www.federatedtribes.com/yakima/2005-11-28-BurdickMemo2.pdf
2005-12-05	California Gambling Control Commission files a Complaint in Interpleader. The action is against Silvia Burley, Yakima Dixie, Velma WhiteBear, and Dequita Boire and requests the Court to determine who has the right to receive the money in the Revenue Sharing Trust Fund. The Court denys the complaint; and the Commission freezes the funds. On June 16, 2006, the Court issued a tentative ruling to dismiss the complaint and at hearing sustained that, determining that the money could not be released until the BIA determined who is the rightful authority for the tribe. On June 27, 2006, the Commission responds to Silvia Burley with the Determination that the funds are frozen until the BIA makes that determination. Complaint: www.federatedtribes.com/yakima/2005-12-05-Interpleader.pdf Court Ruling: www.federatedtribes.com/2006-06-16-CCGC-Tentative Ruling.pdf Commission Ruling: www.federatedtribes.com/2006-06-27-CCGC-Determination.pdf
2005-12-15	Memo to Fry. Confirming meeting on 12-19-2005 to introduce entry of Peter Melnicoe (former Chief Counsel of the Calif. Gambling Control Comm.) as one of the Tribe's consultants, to report on Burley's suit against the BIA in D.C. court, and to pursue FOIA. www.federatedtribes.com/yakima/2005-12-15-BurdickFryMemo.pdf
2005-12-17	Tribal Meeting at Sheep Ranch - current events and discussion about organization .
2005-12-19	7th Meeting with BIA. Flow Chart of various things in motion is submitted to BIA at meeting. www.federatedtribes.com/yakima/2005-12-19-ObjectivesFlowChart.pdf
2005-12-27	Documentation to Ray Fry. At Fry's request, for his declaration in the D.C. suit, a binder is submitted of documentation on the efforts in organizing the Tribe.

	www.federatedtribes.com/yakima/2005-12-27-Fry-memo.pdf
2005-12-29	Letter from Burdick to Silvia Burley. This returns the 638 contract because the BIA does not recognize an authority for the tribe. This Determination was proper but subsequently over-ridden by Gregory at Region. As of June 19, 2006, the matter is under appeal at the IBIA. www.federatedtribes.com/yakima/2005-12-29-BurdickSilvia.pdf
2006-01-06	Gregory Directive on 638 grant money. Clayton Gregory, Regional Director, over-rules the Burdick Determination of 2005-12-29 on the 638 grant money. As of June 19, 2006, the matter is under appeal at the IBIA. www.federatedtribes.com/yakima/2006-01-06-Grant-638.pdf
2006-01-07	Notice to Silvia Burley regarding meeting. Silvia Burley was invited to attend all of the meetings which the tribe held with the BIA but she refused all offers to do so. www.federatedtribes.com/yakima/2006-01-07-Burley-memo.pdf
2006-01-08	Organization Chart submitted to BIA. This delineates the putative member class, explains why Velma WhiteBear is the appropriate administrator for the Tribe and why Silvia Burley is not, and reviews various issues that are associated with the organization of the Tribe. www.federatedtribes.com/yakima/2006-01-08-OrganizationChart.pdf
2006-01-21	Tribal Meeting at Sheep Ranch - current events and discussion about organization .
2006-01-24	8th Meeting with BIA. Report to the BIA on all of the outstanding objectives that are involved. Agenda: www.federatedtribes.com/yakima/2006-01-09-BurdickMemo.pdf Chart: www.federatedtribes.com/yakima/2006-01-24-ObjectivesFlowChart.pdf
2006-01-27	Synopsis for tribal members. Synopsis: www.federatedtribes.com/yakima/2006-01-27-Synopsis.pdf
2006-01-31	Memo to Burdick. Forwarding a copy of the transcript of the hearing in the D.C. suit by Silvia Burley. Memo: www.federatedtribes.com/yakima/2006-01-31-BurdickMemo.pdf
2006-02-01	Memo to Silvia Burley. One of many proposals to meet with Velma WhiteBear and discuss issues - all have been refused or received no response. Memo: www.federatedtribes.com/yakima/2006-02-01-Burley-memo.pdf
2006-02-13	Memo to Burdick. Documents Relevant To Determining The Tribal Authority And Initial Enrollments. Memo: www.federatedtribes.com/yakima/2006-02-13-BurdickMemo.pdf

2006-02-18	Tribal Meeting at Sheep Ranch - current events and discussion about organization. Ratification of the Constitution. A two stage organizational plan is presented with Tribal Counsel established and enrollment criteria defined. Constitution: www.federatedtribes.com/yakima/2006-02-19-Constitution.pdf
2006-02-23	Memo to Burdick. Forwarding the Constitution and the pleadings in the Interpleader. Memo: www.federatedtribes.com/yakima/2006-02-23-BurdickMemo.pdf
2006-03-03	9th Meeting with BIA. Issues: the Constitution, the Gregory Directive regarding the 638 grant money, organizational issues. Agenda: www.federatedtribes.com/yakima/2006-03-03a-BurdickMemo.pdf Submission letter: www.federatedtribes.com/yakima/2006-03-03c-BurdickMemo.pdf Constitution: www.federatedtribes.com/yakima/2006-03-03d-BurdickMemo.pdf
2006-03-07	FOIA Reactivation. Reissuing the request for information. Letter: www.federatedtribes.com/yakima/2006-03-07-BurdickMemo.pdf
2006-03-13	10th Meeting with BIA. Meeting with Ray Fry to review organizational status and constitution. Memo: www.federatedtribes.com/yakima/2006-03-13-Fry-memo.pdf
2006-03-13	Burdick's Confirmation of FOIA Request. www.federatedtribes.com/yakima/2006-03-13-FOIA.pdf
2006-03-18	Tribal Meeting at Sheep Ranch - current events and discussion about organization .
2006-03-29	Appeal of Gregory Directive. On December 29, 2005, Superintendent Burdick Determined that there was no recognized authority for the Tribe and returned the 638 contract to Burley. On January 6, 2006, Regional Director Gregory over-ruled that Determination. This appeals the Gregory Directive. www.federatedtribes.com/yakima/2006-03-29-Appeal-Gregory.pdf
2006-03-30	Federal District Court dismisses Silvia Burley's suit. See item 2005-04-12 above. Order: www.federatedtribes.com/yakima/2006-03-30-Order.pdf Memorandum: www.federatedtribes.com/yakima/2006-03-30-Memorandum.pdf
2006-04-07	11th Meeting with BIA. Agenda: www.federatedtribes.com/yakima/2006-04-03-BurdickMemo.pdf Why Velma Whitebear: www.federatedtribes.com/yakima/2006-04-03-WhyVelma.pdf
2006-04-07	Formal Petition to BIA for Technical Assistance on construction the

	<p>Constitution.</p> <p>Petition: www.federatedtribes.com/yakima/2006-04-07-Petition-Technical-Asst.pdf</p>
2006-04-10	<p>Court Brief filed by BIA. This document reflects the official position of the BIA regarding the authority of Silvia Burley, which is stated as being "For these and other reasons, BIA now has taken the position that Silvia Burley can no longer be accorded formal recognition as an interim tribal chairperson, but only as an informal point-of-contact for the tribe." This was submitted originally in March 2005 in case #CIV S-02-0912-FCD-GGH again on April 10, 2006 in case #: 1:05-cv-00739-JR. This begs the question: if Silvia Burley has been regarded "only as an informal point-of-contact for the tribe" since the original Olsen Determination, then why have we been left disputing that authority for some 15 months, hence?</p> <p>Legal Brief: www.federatedtribes.com/yakima/2006-04-10-BIA-Brief-Luther.pdf</p>
2006-04-10	<p>Synopsis. Review of current issues for tribal members.</p> <p>Synopsis: www.federatedtribes.com/yakima/2006-04-10-Synopsis.pdf Chart: www.federatedtribes.com/yakima/2006-04-17-ObjectivesFlowChart.pdf</p>
2006-04-15	<p>Tribal Meeting at Sheep Ranch - current events and discussion about organization and food</p>
2006-04-25	<p>Memo to Burdick. Summary of where things stand.</p> <p>Memo: www.federatedtribes.com/yakima/2006-04-25-BurdickMemo.pdf</p>
2006-05-01	<p>Notice of Appeal from Inaction of Official. Because the Regional Director, Gregory, had not responded to the original appeal of March 29, 2006 (Op. Cit. 2006-03-29) a follow-up appeal was filed.</p> <p>Notice: www.federatedtribes.com/yakima/2006-05-01-Appeal-Gregory.pdf</p>
2006-05-08	<p>Memo to Burdick. Informing him of most recent actions in case #1:05-cv-00739-JR. Although we were told that the proceedings of this case would not impede the organization of the tribe, it ultimately did so.</p> <p>Memo: www.federatedtribes.com/yakima/2006-05-08-BurdickMemo.pdf</p>
2006-05-09	<p>Notice of Appeal from Inaction of Official regarding FOIA. Shortly after this filing, we were informed that the FOIA material was close to being finished.</p> <p>Notice: www.federatedtribes.com/yakima/2006-05-09-Appeal-FOIA.pdf</p>
2006-05-10	<p>Petition for Determination of Tribal Authority. Submittal of documents which were submitted previously and with formal Petition to Burdick to determine the authority for the tribe.</p> <p>Petition www.federatedtribes.com/yakima/2006-05-10-Petition-Burdick.pdf</p>

2006-05-18	Letter from Risling redirecting the Appeal of the Gregory Directive to the IBIA. Letter: www.federatedtribes.com/yakima/2006-05-18-GregoryAppeal-Risling.pdf
2006-05-20	Tribal Meeting at Sheep Ranch - current events and discussion about organization .
2006-05-20	Synopsis of events to tribal members. Synopsis: www.federatedtribes.com/yakima/2006-05-20-Synopsis.pdf
2006-05-29	NOTICE OF APPEAL to the IBIA Regarding A Directive From Clayton Gregory, Regional Director Dated January 6, 2006. Appeal: www.federatedtribes.com/yakima/2006-05-29-IBIA-Appeal-Gregory.pdf
2006-06-05	Confirmation by IBIA of Gregory Appeal. On 6-21-2006, the IBIA (703-235-3816) assigns to the case the docket # 06-70A Letter: www.federatedtribes.com/yakima/2006-06-05-IBIA-Appeal-Reply.pdf
2006-06-07	Declaration by Miwok Elders that Yakima Dixie has always been known to be the Chief of the Tribe. Copies submitted to BIA together with the letters of interest from about 180 prospective members. Declaration: www.federatedtribes.com/yakima/2006-06-07-Yakima-Elders-1.pdf Letter to BIA: www.federatedtribes.com/yakima/2006-06-10-Burdick-memo.pdf
2006-06-23	12th Meeting with BIA. Report on standing issues. Burdick reports that plans for tribal organization have been forwarded to Washington D.C. Agenda: www.federatedtribes.com/yakima/2006-06-23-Burdick-memo.pdf
2006-06-23	Synopsis of events for tribal members. Synopsis: www.federatedtribes.com/yakima/2006-06-25-Synopsis.pdf
2006-06-24	Tribal Meeting at Grinding Rock - current events and discussion about organization.
2006-07-27	Memo from California Gambling Control Commissions. Notification that the money from the Revenue Sharing Trust Fund will be frozen until BIA recognizes a tribal authority (about \$1.5 is in the fund). www.federatedtribes.com/yakima/2006-07-27-RickardsToBurley.pdf

INTERESTED PARTIES WHO HAVE BEEN NOTIFIED

The Bureau of Indian Affairs:

Troy Burdick, Superintendent
Clayton Gregory
Dan Shillito
Scott Keep/Jane Smith, Assistant Solicitor
Michael Smith

Counsels:

Peter Glick
Peter Melnicoe
Thomas Wolfrum
Elizabeth Walker & Tim Vollmann

Tribal Members:

Antone Azevedo
Dequita Boire
Silvia Burley
Iva Sandoval Carsoner
Yakima Dixie
Melvin Dixie
Antonia Lopez
Michael Mendibles
Patricia Williams
Shirley Wilson
Evelyn Wilson
Velma D. WhiteBear