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MEMORANDUM

To:

From: Rosette, LLP

Date: January 17, 2014

Re: Origination of the California Valley Miwok Tribe Dispute

On December 13, 2013, the District Court for the District of Columbia ("Court") in California Valley Miwok Tribe v. Sally Jewell issued an Order ("Order") remanding a final agency action of former Assistant Secretary Larry Echo Hawk, dated August 31, 2011 ("Decision"). Because this Order will be the initial introduction of the California Valley Miwok Tribe ("Tribe") to Assistant Secretary of Indian Affairs Kevin Washburn ("Assistant Secretary"), the Tribe finds it imperative that the Assistant Secretary has a complete understanding of the accurate and undisputed facts surrounding the origination of the Tribe's leadership dispute.

In a story pulled straight from a Jack Abramoff best-selling corruption novel, this memorandum lays out facts showing that one man, Chad Everone ("Everone"), along with his partners, Bill Martina and Leroi Chappelle, and with the legal and political acumen of the law firm Sheppard Mullin Richter & Hampton, LLP ("Sheppard Mullin"), led a coordinated and calculated effort to hijack the Tribe in order to develop a casino. Everone, through his brazen actions and political connections, sowed confusion among the George Bush Administration's United States Department of Interior ("Department"), which caused the Department to question who speaks for the Tribe, and Everone's actions directly put the Tribe in the precarious position that it is in today. This memorandum will demonstrate that Everone needed this confusion to implement his casino plans and enrich himself; and the Bush Administration was at least culpable with Everone by going along with his scheme and ignoring fundamental principles of Indian law.

I. SUMMARY OF THE DEPARTMENT'S DECISION AND COURT ORDER

In the Decision, Assistant Secretary Larry Echo Hawk ("Echo Hawk"), after reviewing the United States' over 100 year history of dealings with the Tribe, acknowledged that the Tribe had a recognized citizenship of five (5) individuals (whose enrollment was not once disputed during the course of this dispute). These five individuals, upon the Tribe's inherent authority, established a resolution form of government pursuant to Resolution #GC-98-01 ("General Council Resolution"). As a Tribe with an undisputed citizenship and a duly constituted form of government, Echo Hawk concluded that the federal government lacked the authority to intrude upon these delicate areas of tribal affairs. Echo Hawk noted that actions taken by the Bush

Administration where they attempted to permit enrollment of "putative" or "potential" Tribal members, ran afoul of fundamental principles of Indian law,[1] and, as such, the Decision was a 180 degree reversal from the wrongful Bush era positions. *Id.* ("Obviously, the December 2010 decision, and today's reaffirmation of that decision, mark a 180-degree change of course from positions defended by this Department in administrative and judicial proceedings over the past seven years.") *Id.* at 2. In its Order, the Court rebuked Echo Hawk's attempt to adhere to well-established federal Indian law and policy by leaving the internal matters such as tribal enrollment to the Tribe for determination, and remanded the Decision for a third instance of reconsideration.

The Order remanded the Decision back to the Assistant Secretary for reconsideration of whether "*potential"* members constitute the citizenship of the Tribe, and whether the Tribe's *"previously recognized*" government is valid. In the Order, the Court held that Echo Hawk erred when he "assumed" the Tribe was composed of five individuals, and further erred when he "assumed" that the Tribe was governed by a tribal council, thereby ignoring multiple administrative and court decisions that expressed concern about the nature of the Tribe's governance.[2] *See* Order at 2. The Court found the Decision to be unreasonable because the record was supposedly replete with evidence that the Tribe's membership was significantly larger than just five individuals.[3] *Id.* at 18.

As will be demonstrated by the undisputed facts below, the Bush Administration worked in concert with Everone, casino developers, and Sheppard Mullin to argue and attempt to create a record that "*potential*" members should now somehow be a part of the Tribe.

II. THE "HIJACKING" EXPLAINED

A. Hearing about Yakima Dixie, An Opportunity Arises

In 1999, two non-Indian California developers named Bill Martin ("Martin") and Leroi Chappell ("Chappell") read a newspaper article about Yakima Dixie ("Dixie") and the Tribe's plight. (Development Agreement, pg. 3, Exhibit 1.) Coincidentally, Martin and Chappell were looking into getting into the California Card Business at the time of reading this article, and perceived the situation of Dixie and the Tribe as an opportunity to develop a casino as well as an opportunity to raise capital to pursue research into life extension which is what Martin was interested in. *Id. See also* (Email from C. Ray, dated August 31, 2006, Exhibit 2.) Shortly after reading the newspaper article, Martin and Chappelle quickly headed up to Calaveras County to sign up Dixie to represent him in developing an Indian casino. *Id.* (Exhibit 2.) Only after signing up Dixie did Martin and Chappel discover that the Tribe was under the control of Silvia Burley ("Burley"). *Id.* Indeed, the Development Agreement, dated November 28, 2004, clearly identified that "***Sylivia Burley is presently recognized by the BIA as the "authorized representative" for the Tribe."*** (Development Agreement, pg. 2., Exhibit 1). Recognizing that

[1] *See Santa Clara Pueblo v. Martinez*, 436 U.S. 49, 72 n.32 (1978)(A tribe's right to define its own membership for tribal purposes has long been recognized as central to its existence as an independent political community.)

[2] As you will see from your own review of the entire record, there were no "assumptions" made by Echo Hawk whatsoever. The Decision was based on undisputed facts in the record.

[3] The Record, however, does not have a single document or shred of evidence that any *"potential"* member was ever an *"actual"* member as determined by the Tribe and as recognized by the United States.

the they could not implement their plan without Dixie in charge of the Tribe and with Burley out of the picture, Martin and Chappelle then signed a Joint Venture Agreement between their corporation, American Boxing, Inc., and Dixie and the Tribe in which ***Martin and Chappelle would assist Dixie in regaining control of the Tribe by ousting Burley and developing a casino for the Tribe in return for a 50/50 split return of the net profits.*** (*Id.* pg. 3, Exhibit 1). Martin and Chappelle's corporation, American Boxing, Inc., eventually became known as " Friends of Yakima, Inc." *Id.*

i. Enlisting Chad Everone to Control Yakima and Develop the Casino; Everone Describes His Plans

To help oust Burley and restore power to Yakima, Martin enlisted the help of Everone. (Exhibit 2.) Everone developed a plan to take the Tribe out of Burley's control in hopes of furthering the casino development project. *Id.* After meeting with Yakima, Everone immediately took control of Dixie's affairs and made himself Dixie's "Deputy Consul General." *Id.* In light of Dixie's age, instability, serious criminal history, and alcohol problems, Everone was easily able to manipulate Dixie, and use him for Everone's own personal, financial benefit. (*See* "Bridge-loan Prospectus", Exhibit 3, p. 13 ("Over the course of the following years, Bill Martin spent an immense amount of time, effort, and money (a solid $80,000 to date) saving Yakima from prison…and from his relapse into alcoholism…")).

Describing his plan, on November 27, 2009, Everone boldly solicited additional funding for his casino venture. (Everone's Prospectus, Exhibit 4.) In it, Everone wrote, "Regarding funding, I will need to raise another $50,-$100,000 to "push" this enterprise into position." *Id.* Everone then laid out the background of his effort to gain control of the Tribe and pursue a casino as follows:

> "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)*** . . . 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 . . ..Using this financing vehicle over the course of 5 years, I have raised, incrementally, slightly over $1 million among some 20 different individuals . . .. 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 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 . . . ($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."

Exhibit 4.

Everone brazenly attempted to control the Tribe in the event of Dixie's death through a signed "Will and Testament." In his will, Dixie confirmed his agreements with Everone allowing him to build a casino. (Dixie Will, dated May 5, 2004, page 3, Exhibit 5). Dixie must have went along with this, because, as Everone is quoted as saying, "he controlled Yakima". (Exhibit 2).

In documents and e-mails, Everone clearly showed what his true plans were regarding the Tribe. In a 2004 "Bridge-loan Agreement & Prospectus," which Everone used to solicit money from non-Indians to finance the casino development, Everone stated:

> "…[A]dministrative 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 Control Commission and so that the tribe can be position[ed] 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…"

(emphasis added) (Bridge-loan Prospectus, Exhibit 3). In addition, the prospective investors were promised a "bonus interest" which would be paid to them "from gambling revenue to the tribe…for a period of 5 years after the casino is created." (Exhibit 3). Under the Bridge-loan Prospectus, the investors were promised security for the "loaned money" from the RSTF money, which was "about $1.2 million". The Bridge-loan Prospectus even stated that Everone had an economic vested interest in the project. *Id.* The Bridge-loan Prospectus then added:

> "This $1.2 million royalty presently goes to the tribe but is under the control of the Chairperson [Burley] ***whose appointment we are attempting to nullify*** in administrative appeal and litigation." (*Emphasis added*).

Id.

When the D.C District Court decided as a matter of law that the BIA had the ability pursuant to the APA to reject a draft constitution under the IRA, Everone characterized the decision to mean that he would be provided a green light to build the casino. Everone stated in an e-mail to a potential investor:

> [The] 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.*** (Emphasis added).

(Everone Email to C. Ray, September 29, 2006, Exhibit 6). He further explained:

> "…[T]he 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." (Emphasis added).

Id. Everone added:

> "There are few opportunities to '***make a financial killing***' and this, I sincerely believe, is one of them." (Emphasis added).

Id.

ii. Reaching Out To and Misleading the Bush Administration

In addition to reaching out to non-Indian investors to further his casino plans, Everone also visited with the Bush Administration BIA multiple times discussing his casino plans and questioned the authority and legitimacy of the Tribe to the BIA in an attempt to disrupt the Tribe and hopefully achieve his goals sooner. In a January 28, 2004 letter from Everone to Scott Keep, Assistant Solicitor, he wrote, "We wish to do whatever we can to motivate you to complete your determination of Yakima's appeal." At the end of the letter, Everone explains to Scott Keep:

> "Finally, through his associates, Yakima is now positioned with a casino operator . . .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."***

(Letter from Everone to Keep, Exhibit 7).

Indeed, the casino agreements were executed with Albert D. Seeno, a prominent casino developer that owned the Peppermill in Reno, NV. Specifically, Mr. Seeno entered into two distinct agreements, to wit: i) a Memorandum of Understanding between Yakima Dixie; and ii) a Memorandum of Understanding with Everone directly. (*See* MOU between Everone and Mid State Consultants, Exhibit 8 (the "MOU")). In the MOU, Everone stated "we were able to have definitely frozen the more than $1.5 million in Revenue Sharing Trust Fund money that has accrued to the Tribe." *Id.* In the MOU***, Everone discussed a June 23, 2006 meeting with the BIA Superintendent and in this meeting the BIA Superintendent told Everone that the BIA Superintendent and the Regional Director have sent a plan of organization for the Tribe to Washington, that this matter was a high priority for the BIA, and that they would be recognizing a "Putative Member Class" with whom the BIA would establish a government to government relationship.*** *Id.* Everone then stated "I believe that this can only mean that the member class which we represent will prevail as the dominant authority of the Tribe and give us control of the Tribe. *Id.*

Throughout 2006, the same year that the Superintendent made a determination to enroll the Non-Members by issuing the *Ledger Dispatch* Public Notice, ***Everone documented twelve (12) distinct meetings directly with the BIA to enroll the Non-Members and discuss openly the casino project, without a single Tribal Member present in any one of these meetings.*** (Everone Petition for Clarification to the DOI, Exhibit 9.) In fact, the decision by Everone to apply for a competing P.L. 638 grant application came from the Superintendent noting that it would call the Tribe's authority further into question. As Everone noted in an e-mail:

> "***Smith and Melnicoe do not deal with [Superintendent] Burdick – he is my jurisdiction***...Today I spent much of the day in Sacramento at the BIA on the issue of filing a Public Law 638 grant application… ***[I]t was recommended to me that our group file a competing 638 application, which would have the effect of pushing the BIA to make a determination on the authority*** and, therefore, who should receive these moneys (i.e., about $300,000 annually) as well as the money in the RSTF…I met briefly with [Superintendent] Burdick, who confirmed that Washington is in the process of circulating, among some 11 officials, a Directive about the recognition of authority…" (*Emphasis added*).

(Everone Email, September 13, 2006, Exhibit 10). This was corroborated by Everone's statements he made to C. Ray in a meeting on September 7, 2006.

Everone even bragged about his accomplishments on manipulating the Bush Administration, and made the following statement to someone he thought was a potential investor:

> "Everone describes his last 6 plus years as (something like) ***turning fiction into reality using the court system, BIA and the California Gambling [Control] 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***." (Emphasis added).

(Email from C. Ray, August 31, 2006, Exhibit 2).

Everone demonstrated his acumen to waste court resources by filing countless, baseless and meritless legal documents with the IBIA, forcing the Court to expend judicial resources and delay decision-making in order to respond to such nonsense. The numerous nonsensical filings included: filings pertaining to current events; requests for documents; a "Request for Calendal (sic) Position and Timing; and, a "Response to the IBIA's Notice of Non-Receipt of Appellant's Response to [an IBIA] Order." In addition to being wasteful of time and judicial resources, not one of those documents were ever signed by Dixie himself. Everone claimed to file them on behalf of "Interested Parties," though it was never demonstrated how these alleged individuals have any right to or claim in connection with the Tribe. Interestingly, the IBIA never questioned why a non-attorney and non-Tribal member with a financial stake in the outcome of the case was actively filing legal documents before the agency's own legal tribunal, in violation of state and federal law. (Exhibit 11.) Everone also filed a lawsuit against the Tribe in the United States District Court for the Eastern District of California, which was appropriately dismissed for lack of standing and in so doing, asserted, "…[a]s a result, [Everone and Non-Members] filed a frivolous lawsuit that resulted in a waste of judicial resources and unnecessary costs to Defendants." (Exhibit 12.)

As the above facts show, Everone appeared to control the BIA under the Bush Administration and the BIA itself was "purposely" helping Everone implement his casino plans by recommending Everone to file a 638 application and continue to focus on the "potential" members of the Tribe – recommendations which runs afoul of the fundamental principles of Indian law. Everone had the BIA under the Bush Administration in his hip pocket, and the below list is just a small caption of actual meetings Everone had with the BIA without Burley or any legitimate tribal members present:

- **December 2004**: December 2004, Everone and WhiteBear went to D.C. to meet with the BIA.
- **December 19, 2005**: Everone meets with the Superintendent to discuss D.C. litigation. (Exhibit 13.)

- **June 23, 2006**: Meeting with the Superintendent and Regional Director, they inform Everone that they have sent plan of organization to Washington to implement for Tribe. (Exhibit 8.)

- **April 10, 2009**: Everone meets with the Superintendent on a determination on the exemption for taking land into trust for gaming purposes, under 25 CFR Part 292. (Exhibit 14.)

a. Political Connections to Advance Everone's Plans and Disrupt the Tribe.

Everone also used politically connected individuals to advance his cause. Everone made use of former officials of the California Gaming Control Commission ("GGCC") to help negotiate gaming compacts with California. Regarding the GGCC officials, ***Everone appointed as compact negotiators Arlo Smith, a former Commissioner of the CGGC, and Pete Melincoe, a former General Counsel for the CGCC.*** (Exhibit 13.) As a Non-Compact Tribe pursuant to California gaming compacts, the Tribe was entitled to $1.1 million annually from the CGCC, and this was money Everone was using "as security" to convince other non-Indians to invest in his scheme. Everone's plan was to get the CGCC to stop paying Revenue Sharing Trust Fund ("RSTF") money to the Tribe, and have the money paid to Dixie instead. According to Everone's own admissions, Smith and Melincoe were successful in "influencing" the then Chief Counsel for the CGCC, Cy Rickerts, to stop RSTF payments to the Tribe, beginning in 2005. (Email from Chadd Everone, dated September 11, 2006, Exhibit 15. ("I have hired Peter Melnicoe and Arlo Smith (the former Chief Counsel and the former Commissioner of that agency, respectively); and they were instrumental in getting the money frozen.")); (*see also* Email from Investigator C. Ray, dated August 31, 2006, Exhibit 2 (summarizing Everone as saying: ***"Smith" and "Melnicoe"… "were very influential [in] meeting with current Commission Attorney Cy Rickerts to stop the casino payments***. Both are currently on the payroll…")).

In addition, BIA official Scott Keep ("Keep") again helped Everone when he wrote a letter to the CGCC on May 5, 2004, to assist in getting the Tribe's RSTF monies halted. Everone's attorney, Thomas Wolfrum, forwarded Keep's letter to the CGCC with the comment that, "Mr. Keep's letter should be sufficient for the California Commission to withhold payments from the California Valley Miwok Tribe . . .." (Letter from Keep to CGCC, Exhibit 16.) In a letter dated October 13, 2005, Everone also enlisted Keep's assistance now that the issue of "whom the Bureau will recognize as being the authority for the Tribe for purposes of its organization . . . is now 'back in Washington.' Hence, I assume that that entails your involvement, to some extent. Thus, I would like to speak with you briefly to assess the situation, and I will call to set a time." (Letter from Everone to Keep, Exhibit 17.) In a memo from Tim Vollman to Keep and Jane Smith, there is strong advocacy that Keep make a, "communication from the lawyers at the BIA to the Cy Rickerts [the CGCC General Counsel]" to assist in stopping the $800,000 RSTF payment that was going to be made to the Tribe. (Letter from CGCC to Keep, Exhibit 18.) Coincidently, the RSTF payment was never made to the Tribe.

Everone influenced Senators as well. Arlo Smith, who was a former District Attorney from San Francisco with a relationship to Senator Diane Feinstein, was used to influence Senator Feinstein in an effort to cut off BIA funding to the Tribe altogether. (Letter from BIA to Feinstein, Exhibit 19.) In a letter to Senator Feinstein from Jerry Gidner ("Gidner"), Director of the BIA, Gidner thanks Feinstein for the, "letter of August 24, 2007, on behalf of Mr. Arlo F. Smith, regarding his concerns about potential payment of P.L. 93-638 funds to the California Miwok Tribe." *Id.* Gidner then provided assurances to Senator Feinstein that he was also concerned without a single acknowledgement as to the history of the Tribe, or even copying a single Tribal member on the correspondence. Everone also boasted about Arlo Smith's relationship with Senator Feinstein in an October 10, 2008 memo when explaining the gaming opportunities in a meeting with Robert Uram at Sheppard Mullin and stated that, "Arlo was prepared to advance the idea to Mayor Newsom and than (sic) on to Feinstein *et al.;"*. (Memo from Everone to Superintendent, Exhibit 20.)

Using all these connections, a summation of all of Everone's work was laid out by attorney Melincoe, who sent an e-mail to the Tribe's attorneys stating in relevant part:

> "Mr. Everone has during the past several years done considerable pre-development spade work exploring potential casino sites for the Tribe. He has negotiated with the owners of a particularly promising site that could be one of the best in California and lined up qualified consultants, and has had continuing discussions with a California tribe-based development group with extensive experience and access to capital. While, as you know, casino development can be a lengthy process, ***I believe Mr. Everone has already undertaken work that could save years, including behind-the-scenes political work with local government officials that would help grease the skids.*** I also believe that the political climate for a casino and access has improved with Jerry as Governor. It would be a shame for the Tribe if all this work were thrown down the toilet. Certainly, the estimated revenue from the project would dwarf the Tribe's revenue sharing by a factor of two or three hundred, even considering the current revenue downturn." (Emphasis added).

(*See* Pete Melnicoe e-mail, Exhibit 21).

iii. Using the Developers' Firm, Sheppard Mullin, to Strike a Deal, Which is the Same Firm that Now Represents the Current Non-Members.

On July 24, 2008, "Deputy Everone" wrote a memo stating that he was looking into a piece of property in Stanislaus County called the Diablo Grande Development for the building of a casino. He outlines his plans as follows:

> …[A] memorandum of understanding would be signed between that developer and Friends of Yakima, Inc., and the Tribe to the

> effect that the Developer would donate to the Tribe a certain acreage of the 28,500 that is in the development (e.g., 1,000 acres). The Tribe would then present this land for reservation property…If we proceed to a casino, then the interests of the Buyer and the Friends of Yakima would be consolidated in a rational proportionality of percentages of the income from the casino-complex over the life of the Developer/Operator agreement with the Tribe…Something like that!

(Everone Memorandum dated July 24, 2008, Exhibit 22). In the July 24, 2008 memo, he disclosed for the first time that he intended to work with Robert Uram from the Sheppard Mullin firm. Indeed, Everone writes that, "He [Uram], having been in the Solicitors Office for the Department of Interior, understood instantaneously. Apparently, he and our attorney, Vollmann, were colleagues, some years ago in D.C. and are good friends." *Id.* As established in Exhibit 10, Tim Volman is an attorney for Chadd Everone.

On October 10, 2010, Everone disclosed to the Superintendent that Sheppard Mullin were the attorneys for the developer, and "they like the notion of a casino development." (Exhibit 23). Notably, the Superintendent did not share any of the information regarding Diablo Grande with the Tribal Members. Everone explained the interaction with Sheppard Mullin as follows:

> I took the initiate [sic] of contacting their [Diablo Grande] attorney, Robert Uram (a partner in Sheppard, Mullin *et al.* in San Francisco). This is a big, establishment-type of law firm located on the water-front at 4 Embarcadero Center on the 17th floor and above. When I originally contact Uram and after he had a give a briefing to me on the status of the property, he asked what I had in mind. When I said that I represented an Indian tribe, he immediately interrupted me, not allowing me to complete the sentence, and said: "Good idea! We have been looking for alternatives for the property". ***As it turns-out, Uram worked at the Department of the Interior (1973-1983) in the Bureau of Land Management on various subject including Indian law . . . . so, I considered him to be a real find, on top of which he was enthusiastic and open minded.***

Id.

Coincidentally, the same Sheppard Mullin firm represents the Non-Members in the case currently before the Assistant Secretary. Thus, this firm has a vested interest in seeing that Everone's plans succeed, because their developers will then succeed as well.

III. CONCLUSION

As set forth above, Everone and casino developer interests wilfully and deliberately disrupted the governance of the Tribe for greedy and underhanded purposes. In making the

determination as to whether to appeal the Order and in proceeding with this case, the Department must be mindful of these underlying motivations, in addition to the separate and compelling legal issues, in order to prevent the Tribe's worst fears from become realized – the literal takeover of a Indian tribe through influence, greed, lies and manipulation.