Gilbert, Regina <regina.gilbert@bia.gov>

Submission of Affidavit to Trust Commission Record

1 message

Priscilla Freeman <pf.arizona@gmail.com> Tue, Nov 26, 2013 at 1:51 AM
To: regina.gilbert@bia.gov

November 24, 2013

Re: Will Trust Lands be Vulnerable Under the Cobell Settlement?

Dear Regina Gilbert,

Thank you for your response. Please accept this affidavit and attached exhibits for the Office of Special Trust and the Commission on Indian Trust Administration and Reform.

The issue here is the manipulation of gaming interests and commerce on tribal lands and sovereignty, such as it is. Will trust lands be vulnerable under the Cobell Settlement?

If so, I hope you will consider the following information. The Cheyenne and Arapaho tribes are not the only tribes susceptible to, or have been infiltrated by outside interests taking advantage of tribal resources. These companies and corporations should be vetted. This post will explain why.

I am submitting a request to the Office of Special Trust and Commission on Indian Trust Administration and Reform, that this correspondence and attached documentation be entered into record on behalf of my children and grand-children who are enrolled members of the Cheyenne and Arapaho tribes of Oklahoma. They are Cheyenne.

After reviewing the attached supporting documents, should it shock you, I beg you to consider the current circumstances of the Cheyenne and Arapaho Tribes in reference to the Cobell Settlement's Buy Back Program and the possibility that Ft.Reno may be reclaimed under this program. The issue is non-tribal gaming activity which has decimated tribal government in order to take advantage of the profits that can be made through the benefits of tribal sovereignty. In this circumstance, Ft.Reno which belongs to the Cheyenne and Arapaho tribes that is the target and is at risk (see Michael Copperthites ltr to Regina Gilbert).

The Cheyenne and Arapaho tribes are not the only tribes who are victims of unethical and illegal practices within the gaming industry (*See email from Copperthite to Brenda Edwards, illegal governor of the Caddo Nation.*) Aside from energy corporations' who historically have been relentless principals in non-tribal business, the advance on

Indian lands is coming from gaming and the un-complicated, deregulated and poorly governed sites like reservations, Indian trust land and other designated lands

Janice Boswell is not the legal governor of the tribes. (*see attachment*). The BIA recognizes this. The Bureau of Indian Affairs will not step in because now the rules have changed and the tribes have to settle disputes internally. Southwest Casino Corporation has been interested in Ft.Reno since the early to mid-1990's (*see 105th Congress Rept. 105-167*). You will find the same people who were involved in the 1994-1996 attempt to reclaim Ft.Reno have never given up. The effort is not for the Cheyenne and Arapaho tribes. Since the Boswell Administration took office in 2010, they have paid lobbying firm Venable, LLP over $1,280,000.00 for the recover of Ft.Reno. Yet as you can Thomas Quinn of Venable, LLP was responsible for the work done in lobbying for international gaming. I have enclosed copies of an illegal contracts between Universal Entertainment Corporation. This was the outcome of Venable LLP lobbying efforts. (*see photo attachments for pokertribes.com*) You will also find an attachment of the pokertribes.com contract. A large part of the revenue from this project is going to Southwest Casino Corporation's President, Thomas Fox. Southwest Casino is no longer legally involved with the tribes other than sharing in the profits of the tribes gaming venture. Tom Fox has no involvement with the tribes whatsoever. He is also an account. His firm Fox&Berc will also receive monetary payment.

Michael Copperthites email to Ms.Gilbert dated June 4, 2012, was forwarded on behalf of Janice Boswell in regards to meeting with the Commission on Indian Trust Administration and Reform. Copperthite has been involved in illegal political and business transactions with the tribes since 1995. His directives to the tribes and his cutting deals with the NIGC goes against all set gaming regulations. Now Copperthite and the people he works for are looking at tribal trust lands to further enrich themselves.

Together, Brian Foster and Tom Fox created a company "Sooner Bio-fules LLC" the company will also receive a share of tribal revenue from the pokertribes.com dea.

This affidavit is testimony to the Interior Department, whose fiduciary responsibility to Indian lands has been compromised. Must tribal lands and business ventures continue to be subject to outside business entitles who are allowed lower regulatory standards to entice them to do business with the tribes when that alone is what attracts these kinds of unscrupulous individuals (*See Grant Thornton-Report*). As trustees of Indian Trust Land, the scope of your fiduciary responsibility will hopefully be there to help the tribes to retain what they can from a shrinking land base.

Janice Boswell is not the legal sitting governor. The directives from Micheal Copperthite to Ida Hoffman (*see attached email*) sent to her in October of 2007, have been followed to the letter. Janice Boswell will not step down. As I write this to you, the other candidates who are running under the illegal administrations rule and election commission, connected to the Boswell Administration who has created their own Election Commission. Money has been taken from the banks, and casinos and funneled into projects the tribal members will never benefit from. …Michael Copperthite has sent the necessary letters to the BIA and DOI. The Boswell Administration refuses to listen to the legal sitting tribal courts. They created their own court.

There is documentation to back up everything in this affidavit. If you want to see more information, or if you have any questions please contact me. Thank you for your time. I will be sending this letter as an email also.

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9 attachments

IMAG0037.jpg
1024K

SOONER BIOFULES -OK -SEC FILING.htm
20K

COPPERTHITE LTR TO REGINA GILBERT.pdf
2425K

A-1 MESSAGE0497.doc
144K

part 2 of 4(1).pdf
4820K

Part one of 4.pdf
1991K

Forensic Report 16 Sep 09[1] GRANT THORNTON REPORT.pdf
4097K

VENABLE & SWCC.pdf
368K

COSTCO 2.pdf
368K

Gilbert, Regina <regina.gilbert@bia.gov>

Re: Attachment for Re: Will Trust Lands be Vulnerable Under the Cobell Settlement?

1 message

Priscilla Freeman <pf.arizona@gmail.com> Tue, Nov 26, 2013 at 7:03 AM
To: regina.gilbert@bia.gov

I am sorry but I forgot to attach this document. This attachment is Janice Boswell's status as governor of the Cheyenne -Arapaho tribes.

Thank you,

Priscilla Freeman

JANICE BOSWELL STATUS SC-AD-2011-02_Order (3).pdf
268K

Subject: need her to record her own too please like the one attached from the last election

From: Mike Copperthite (Mike@CapitalCampaignsinc.com)

To: jim@okdpm.com;

Cc: bwendag@yahoo.com;

Date: Wednesday, June 26, 2013 6:20 PM

Please

Here are the call in instructions

Instructions for recording an automated phone message.
The call-in number is 703-569-8754.
Follow the following prompts on the message:
Wait a moment to continue
Press 1 to continue.
After beep record the message. Press # when message is completed.
Press 1 to listen to message
Press 2 to record a new message
Press # when finished recording.
Press 3 to save the message.
Press 4 to delete the message.
It works best to hang up and start over after each recorded message if you are
After saving the call will be disconnected.

Let me know when it is done so we can review

Thanks

Mike

Gilbert, Regina

From:	teamsimple [teamsimple@cox.net]
Sent:	Monday, June 04, 2012 12:40 PM
To:	Trust Commission
Cc:	Marsters, Lizzie
Subject:	FORMAL REQUEST TO TESTIFY AND SUBMIT THE CHEYENNE AND ARAPAHO TRIBES OF OKLAHOMA FOR THE RETURN OF THE FORT RENO LANDS.
Attachments:	AIO COPY Board of Directors Resolution.pdf; Cheyenne-Arapaho Letter to Larry Echo Hawk.pdf; Cheyenne-Arapaho Letter to President Obama.pdf; FortReno52011-4.pdf; FortRenoltrechohawk February 9th 2011.pdf; ft. renofaleomavaega1997 (2).pdf; NCAI RESOLUTIONC&A2005.pdf

June 4, 2012

Commission on Indian Trust Administration and Reform

Fawn R. Sharp,
Tex G. Hall,
Stacy Leeds,
Dr. Peterson Zah,
Robert Anderson,

Commissioner's:

Please allow this correspondence to serve as the Cheyenne and Arapaho Tribes of Oklahoma peoples request and our RSVP to attend and submit testimony and documents to the United States Government - as our formal request for the return of the Fort Reno Lands - June 11/12 2012 in Albuquerque, New Mexico.

We would like to submit oral statements by myself Governor Janice Prairie ~ Chief Boswell, elder Archie Hoffman, and our attorney on the Ft. Reno Lands Richard Grellner, to include the submission of documents of which we have included partial attachments above.

Sincerely,

Janice Boswell

JANICE PRAIRIE CHIEF-BOSWELL
GOVERNOR
OFFICE OF THE GOVERNOR

Executive Branch
P.O. Box 38
Concho, OK 73022
Telephone: (405) 422-7400

Public Meeting - June 11/12, 2012, Albuquerque, NM

The Office of the Secretary is announcing the Secretarial Commission on Indian Trust Administration and Reform will hold a public meeting on June 11/12, 2012. Attendance is open to the public. Members of the public who wish to attend must RSVP by June 7, 2012, to ensure proper room set up by sending an e-mail to trustcommission@ios.doi.gov. Instructions for entering a federal building will be e-mailed after RSVP occurs. OST map/lodging information.

ENI F.H. FALEOMAVAEGA
AMERICAN SAMOA

COMMITTEE ON FOREIGN AFFAIRS
CHAIRMAN
SUBCOMMITTEE ON ASIA, THE PACIFIC, AND THE GLOBAL ENVIRONMENT
SUBCOMMITTEE ON THE WESTERN HEMISPHERE

COMMITTEE ON NATURAL RESOURCES
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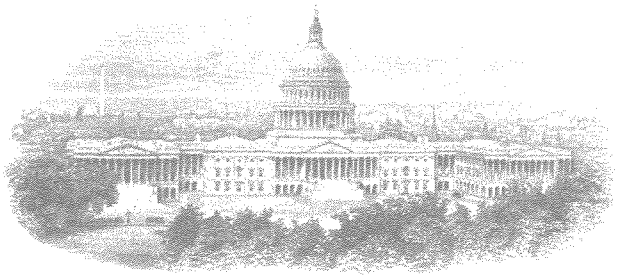
CONGRESSIONAL ASIAN PACIFIC AMERICAN CAUCUS
VICE CHAIR

NATIONAL GUARD AND RESERVES COMPONENTS CAUCUS



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FAX: (684) 633-2680

Congress of the United States
House of Representatives
Washington, DC 20515-5201

March 24, 2010

The Honorable Barack H. Obama
President of the United States
The White House
1600 Pennsylvania Avenue, N.W.
Washington, D.C. 20500

Dear Mr. President:

I am writing to ask you to give your full support to the efforts of the Cheyenne-Arapaho Tribes of Oklahoma to regain their traditional and historical tribal land, known as the Fort Reno Military Reservation. The Tribes lost the land in question because of more than a century of broken promises and legislative maneuvers by the U.S. Government.

In 1997, I introduced H.R. 2039 which, had it been passed, would have taken the Fort Reno land into trust for the Cheyenne-Arapaho Tribes. But 13 years have passed and no progress has been made on this important issue.

In view of our government's obstructive role in returning the land to its rightful keepers, I would like to provide a timeline of key events related to the Fort Reno land issue.

- The boundaries of the original Cheyenne-Arapaho reservation in western Oklahoma were established by Executive Order in 1869 (*Cheyenne and Arapaho Tribes v. Oklahoma* 618 F.2d 665 (10th Cir. 1980)). Fort Reno consisted of 9,500 acres that were carved out of this Reservation in 1883 for "military purposes exclusively," with the understanding that the Tribes would have the land returned to them when it was no longer needed for the stated purposes (*Executive Order July 17, 1883*, I.C. Kappler, Indian Affairs, Laws and Treaties 842 (1904)).

- In 1890, the Tribes ceded, "subject to… individual allotments… and… conditions," their interest in the 1869 reservation lands (*Act of Congress, March 3 1891*, 26 Stat. 989, at 1022; *Cheyenne-Arapaho Tribes vs. Oklahoma* 618 F.2d

email: faleomavaega@mail.house.gov

665 (10th Cir. 1980)). Fort Reno was not included in this cession (*Memorandum*, John Leshy, Department of Interior, 26 February 1999).

- In 1937, one thousand acres in the southeast corner of the Fort Reno lands were transferred to the Justice Department for a prison facility (*Act of Congress, May 24, 1937*, Public Law 75-103).

- In 1946, Congress formed the Indian Claims Commission (ICC) for the purpose of addressing claims of land lost prior to August 13, 1946 (*25 USCA, sec.70a*). Because Fort Reno was still occupied by the military at that time and the Cheyenne-Arapaho tribes expected the land to be returned, the ICC did not have authority to entertain claims regarding it (*Memorandum*, John Leshy, Department of Interior, 26 February 1999).

- In 1948, the Army closed its remount station and transferred the remaining 8,500 acres of military-owned land to the Department of Agriculture. Then, in order to continue 'military' use of the land, Agriculture executed an agreement with the U.S. Foreign Aid Service to train several thousand mules for use in Greece and Turkey. These actions occurred abruptly and without the knowledge of the Cheyenne-Arapaho Tribes. Had hearings been held prior to the transfer and agreement, the Tribes' claim could have effectively ended the military use of the land, thus providing clear grounds for its return (*Act of Congress, April 21, 1948*, 62 Stat. 197, Public Law 80-494). In 1951, Agriculture extended the agreement with the Foreign Aid Service for an additional three years.

- In 1949 and 1951, Congressman Toby Morris introduced legislation to return the 7,000 acres over to the Tribes. This legislation passed the House but died in the Senate.

- In 1954, after six years of use by the U.S. Foreign Aid Service and dozens of local hearings on the Tribes' claim to the property, the military once again set the property aside for "possible military use" for operations in Indo-China. Furthermore, it deemed "classified" the agreements between agriculture and the military. This effectively created a perpetual "stand-by military status," that could only be changed at the sole discretion of the military. The documents related to the military's 1954 action remained classified until 2005. Later documents are still classified.

- Nine years later, in 1963, the Secretary of the Interior transferred another 1500 acres of the Ft. Reno land to the Department Justice to expand the Prison facilities that were originally established in 1937. It is important to note that, at this time, the General Land Office tract index still recognized the efficacy of the 1883 executive order pertaining to the return of the Fort Reno property to the Cheyenne-Arapaho Tribes (*Executive Order* 10355 pursuant to 43 U.S.C.A. sec. 141). In 1965, the Tribes settled a $15 million compromise claim for the lands that were "unconscionably" ceded in 1890. Again, the Fort Reno land was not

included in the negotiations (*Findings of Fact on Compromise Settlement*, 16 Ind.Cl.Comm.162; *Memorandum*, John Leshy, Department of Interior, 26 February 1999).

- In 1975, the Federal Surplus Property and Administrative Services Act (FSPASA) was amended to provide that any property within original reservation boundaries declared to be "excess" to the needs of a specific agency was to be returned to the Department of Interior in trust for the Tribes. The Tribes were encouraged by this development and recognized the possibility that these lands would eventually be declared a surplus.

- In 1994, because the property was declared "redundant, outdated and duplicative" by the Congressional Research Service and USDA, the Clinton Administration proposed to close the USDA research station located on Fort Reno in the FY 95 and FY 96 budgets and declare the property "excess" under the FSPASA. Unfortunately, members of Oklahoma's congressional delegation blocked this measure by funding the USDA facility in order to keep it open.

- In 1999, the Department of Interior issued a legal opinion that recognized the Tribes' arguments concerning Fort Reno as "credible and equitable, if not judicially cognizable." The memorandum concluded that the Tribes should have known about their claim to the land in 1948 and, therefore, the 12-year statute of limitations had long passed to bring a claim about the land (*Memorandum*, John Leshy, Department of Interior, 26 February 1999).

- Following this memorandum, Senator Nickles (R-OK) included a rider on the FY 2000 agriculture appropriations bill to prevent the transfer of the land under the FSPASA. The same language was again added to the FY 2001 agriculture appropriations bill. In 2002, a provision was included in the Farm Bill prohibiting the return of the property under the FSPASA for five years (*H.R. 6124*, title 7, section 7502). Similar language was again included in the 2008 Farm bill, which was passed by the Senate after a Presidential veto.

- Matters were further complicated by S.1832 in 2006, which would have effectively stripped the minerals out of Fort Reno and opened the land for development. Furthermore, it would have redirected federal mineral lease revenue and royalties toward funding the USDA facility and for historic preservation of the buildings on the site. The Tribes, recognizing the potential loss of a major portion of the mineral estate of Fort Reno, fought and defeated the bill.

- At the same time, in the spring of 2006, the Tribes filed a Quiet Title Action against the United States in D.C. federal court concerning the matter. This process uncovered a series of "classified documents" that indicated that Fort Reno may still be in military status. The D.C. Court of Appeals, in line with the DOI legal opinion of February 1999, ruled that the claim could not be brought against

the United States in court because of the twelve-year statute of limitations contained in the Quiet Title Act.

As you can appreciate, the Tribes have waited for the return of the Ft. Reno land for more than a century, without receiving any compensation or ceding their claim for it. The federal government, which is still holding the land for its own purposes, has yet to fulfill its promise.

I have spoken with the Governor of the Cheyenne-Arapaho Tribes of Oklahoma, Ms Janice Boswell. She assures me that, upon receipt of the land, her people will participate in and actively support development initiatives as long as they can be conducted in an environmentally sound way and will protect the precious historic and cultural resources of the land. These initiatives may include mineral development, preservation of the existing military facilities, and partnering with the University of Oklahoma and USDA to continue local research.

It troubles me that we have allowed this shameful and disappointing injustice, relating to less than 11 square miles of land, to persist for so long. I again request your assistance in working to return these lands to the Cheyenne-Arapaho Tribes of Oklahoma and I remain available to assist you in whatever way I can.

Sincerely,

ENI F.H. FALEOMAVAEGA
Member of Congress

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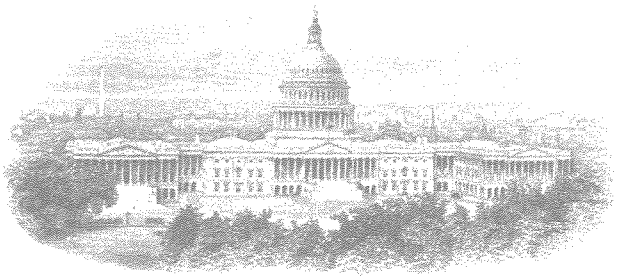

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Congress of the United States
House of Representatives
Washington, DC 20515–5201

March 24, 2010

The Honorable Larry Echo Hawk
Assistant Secretary - Indian Affairs
U.S. Department of the Interior
1849 C Street NW
MS 4140
Washington, D.C. 20240

Dear Mr. Secretary: Larry

I am writing to ask you to give your full support to the efforts of the Cheyenne-Arapaho Tribes of Oklahoma to regain their traditional and historical tribal land, known as the Fort Reno Military Reservation. The Tribes lost the land in question because of more than a century of broken promises and legislative maneuvers by the U.S. Government.

In 1997, I introduced H.R. 2039 which, had it been passed, would have taken the Fort Reno land into trust for the Cheyenne-Arapaho Tribes. But 13 years have passed and no progress has been made on this important issue.

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Sincerely,

ENI F.H. FALEOMAVAEGA
Member of Congress

There is no question the federal government has done tremendous wrong against this tribe. I believe Sec. Salazar has the authority to correct this matter. Thanks. Eni

CHEYENNE & ARAPAHO TRIBES OF OKLAHOMA

JANICE PRAIRIE CHIEF-BOSWELL
GOVERNOR
OFFICE OF THE GOVERNOR
Executive Branch
P.O. Box 38
Concho, OK 73022
Telephone: (405) 422-7400
Fax: (405) 422-7424

February 9th 2011

The Honorable Larry Echohawk
Assistant Secretary – Indian Affairs
1849 "C" Street NW, MS 4140
Washington, D.C. 20240

Re: Request for Government-to-Government meeting

Dear Mr. Echohawk:

Thank you for briefly meeting with me, the Governor of the Cheyenne-Arapaho Tribes, on December 16th 2010, at the Presidents Tribal Nations Summit, regarding the Tribes century long effort to recover the Fort Reno lands taken from them long ago. In short, I enlisted your help in personally delivering to the President the Tribes written request to recover these lands. As a follow up, I am hereby requesting a government-to-government meeting concerning recent activity by the Department of Justice Bureau of Prisons, ("DOJ-BOP") which I believe is a further attempt to alienate these lands from the Tribes.

The Tribes recently discovered that the DOJ-BOP facility located on a portion of the original Fort Reno property has been slated for expansion. See attached. The DOJ-BOP was initially established pursuant to Act of Congress May 24, 1937, Public Law 75-103. Although we understand that the DOJ-BOP is square within its rights to expand the prison on the lands transferred to it in 1937. We understand that this expansion is being proposed for lands now under the Jurisdiction of the USDA-ARS transferred to the USDA pursuant to Act of Congress April 21, 1948, Public Law 80-494, 62 Stat. 197, over which the Tribes claim. See attached Opinion.

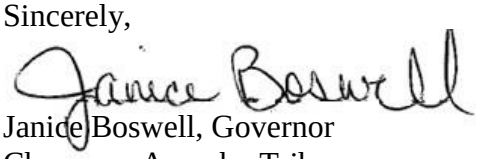
Alienation of these lands beyond the agencies that currently control them are subject to the excess provision of the Federal Surplus and Administrative Services Procedure Act ("FSASPA") see 40 USCA 483 (a) (2). Therefore any transfer of the proposed property to the DOJ-BOP from the USDA-ARS would have to take place as a consequence of legislation. As you can understand this would severely impact the Tribes recovery efforts. What is so puzzling is that the expansion is being slated for the USDA-ARS controlled property when there are over 900 acres of the DOJ-BOP property that it could just as easily be located on.

We are also concerned that the Oklahoma delegation may be trying to expand the USDA-ARS facility at Fort Reno in a further attempt to keep the property from the Tribes. As

you may know this facility was deemed outdated, duplicative and inefficient when the Clinton administration attempted to close it in the FY 1994 and 1995 budgets, and ABC's World News Tonight did a story on the facility being a pork barrel project in a "Your Money" piece in December of 1995. Against this backdrop the delegation continued to fund the facility and attempted in later years to expand its uses by bringing in baboon research from the University of Oklahoma to occupy a small but key portion of the property.

Therefore, we believe the latest effort is but another attempt to thwart the tribes efforts to recover these historical lands. To this end we are requesting a government to government meeting to discuss the matter at your earliest convenience.. We look forward to your response.

Sincerely,



Janice Boswell, Governor
Cheyenne-Arapaho Tribes

The Problem

The Cheyenne-Arapaho Tribes ("Tribes") arrived on a 5.4 million acre reservation in present-day western Oklahoma in 1869 after a series of Treaties with the United States involved 100 million acres of aboriginal lands. In 1883, the United States carved 9,600 acres out of this reservation to create Fort Reno "for military purposes exclusively" with understanding that the Fort would be returned to the Tribes at the end of military use. In 1890 the Tribes ceded, "subject to the individual allotments … and… subject to conditions," their interest in the 1869 reservation. According to an Interior Department Solicitors opinion, Fort Reno was not included in this cession.

In 1937, one thousand acres of Fort Reno were transferred to the Department of Justice's Bureau of Prisons ("DOJ-BOP") for a prison facility and in 1948 without hearing or report the balance of Fort Reno was transferred to the Department of Agriculture's, Agriculture Research Service ("USDA-ARS"). Thereafter, in order to continue "military use" of the land, USDA executed an agreement with the US Foreign Aid Service to train several thousand mules for use in Greece and Turkey. In 1951, this agreement was extended for an additional three years. At the same time legislation was passed in the house to return the property to the Tribes but died in the Senate.

In 1954, at the end of the agreement with the Foreign Aid service, local hearings were held on the tribes claim to Fort Reno and thereafter the property was once again set-aside for "stand-by military status" and the documents formalizing the set-aside were deemed "classified". This created a perpetual "stand-by status" that could only be ended by the military. To add more confusion the documents were deemed classified until 2006 prohibiting the Tribes from knowing their content.

In 1963, 1500 acres of the 8500 transferred to the USDA-ARS in 1948 were transferred to the DOJ-BOP. These acreages were contiguous to the 1000 acres to DOJ-BOP acquired in 1937. At the time 100 acres of the 1000 acres transferred to the DOJ-BOP in 1937 were given to the City of El Reno. At the time the General Land Office ("GLO") records indicated that the property was still subject to the Executive Order of 1883.

In 1965, the Tribes settled a compromise claim for $15 million in the Indian Claims Commission ("ICC") for all the lands that were "unconscionably" ceded. Fort Reno was not included in the settlement as it was still in "military use" at least until July 1, 1948 the date of the transfer to the USDA. The ICC had no jurisdiction to consider claims that accrued after August 13, 1946.

In 1975 the Federal Surplus Property and Administrative Services Act ("FSPASA") was amended to provide that any property declared excess to the needs of a specific agency that was located inside the boundaries of a Tribes former reservation in Oklahoma was required to be returned to the Tribes whose former reservation boundaries it was located within. This act was nearly triggered in 1994 when the Clinton Administration proposed to

close the facility, while citing a Congressional Research Service ("CRS") report that found the USDA-ARS facility redundant, outdated, and duplicative, when compared to other USDA-ARS facility. At the time the facility had two scientists and five hourly workers on staff.

The excess FSPASA provision was nearly triggered again when in 1999 the DOI Solicitors office issues an opinion ("Leshy Opinion") opining that the Tribes had never ceded Fort Reno, that the property was not included in the ICC settlement, and that the Tribes had a credible and equitable claim but for the Statute of Limitations which began to run in 1948. This effort, however, met with stiff resistance from the Oklahoma delegation when then Senator Nickles (R-OK) included a rider on the FY 2000 Agriculture Appropriations bill ("BILL")to prevent transfer of the land under the FSPASA. This language was again added to the FY 2001 and the 2002 and 2008 Farm Bills. The latest provision is effective until May of 2013 and was only passed over a presidential veto.

Matters were further complicated in 2006 by S. 1832 which would have stripped the mineral rights from Fort Reno and opened the land for development without the Tribes input. The Tribes immediately filed a Quiet Title Action ("Title Action") for the recovery of against the United States in D.C. federal court. S.1832 was defeated in the lame duck session of 2006. Even with the recently discovered de-classified documents showing that Fort Reno had been on "stand-by military" status since 1954, the Tribes were unsuccessful in the Title Action as the D.C. Court of Appeals in 2009. In short the court found that when the property was transferred to the USDA-ARS in 1948 it was no longer "military purposes *exclusively"* and therefore dismissed the claim. The court did not decide the underlying merits of the claim and left the issue of ownership unsettled.

The Ask

An Executive Order Declaring an end of "military use" and the recognition of the Tribes, right, title and interest in the Fort Reno lands. A Secretarial Order signing the Fort Reno property into trust for the tribes.

Board of Directors Resolution
Return of Fort Reno to the Cheyenne and Arapaho Tribes of Oklahoma

A resolution expressing the Board's support for the return of the lands known as Fort Reno to the Cheyenne and Arapaho Tribes of Oklahoma.

WHEREAS in 1869, President Grant established, by Executive order, Cheyenne-Arapho reservation, and in 1883 President Arthur allocated 9,493 of those acres for the Fort Reno Military Reservation; and

WHEREAS the Executive order establishing Fort Reno contained a provision recommended to the President by the Commissioner of Indian Affairs and the Secretary of the Interior stating: "That whenever any portion of the land so set apart may be required by the Secretary of the Interior for Indian purposes, the same shall be abandoned by the military upon notice to that effect to the Secretary of War;" and

WHEREAS the military abandoned Fort Reno in 1908 transferring ownership to the Quartermaster Corps. However, it is the contention of the Cheyenne and Arapaho Tribes of Oklahoma that the Fort Reno lands should have reverted back to tribal ownership at that time; and

WHEREAS the current tribal land base, consisting of 10,405 non-contiguous acres, is remote and not conducive to economic development thus the reclamation and development of the Ft. Reno property presents the Cheyenne-Arapaho Tribes of Oklahoma with a critically important opportunity; and

WHEREAS the Cheyenne and Arapaho Tribes of Oklahoma have produced a comprehensive conceptual strategic plan for land use development which offers a creative and economically viable plan for the utilization of the Fort Reno property to build economic, political, and cultural stability within the tribe.

THEREFORE BE IT RESOLVED, the AIO Board of Directors supports the return of the land base known as Fort Reno to the Cheyenne and Arapaho Tribes of Oklahoma, and offers assistance to the Tribe in their effort to reclaim this land.

_____ _____

AIO President
LaDonna Harris

Date

expenses. Second, it will provide additional opportunities for economic growth in communities which are suffering from dramatically reduced Department of Energy budgets. This is particularly important given the National Security Committee's decision to reduce section 3161 economic transition funding from $70 million to $22 million.

Mr. Chairman, the work force in my district has been cut by 31 percent in the past 3 years. Savannah River is seeing a reduction of 1,800 employees as we speak. And Oak Ridge, Rocky Flats, and Fernald have all seen work force reductions of between 20 percent and 30 percent.

This amendment will enable local economic development agencies to more easily acquire surplused Federal property and bring in private sector employers. I thank Mr. HALL and urge the adoption of the amendment.

CHILTON COUNTY ALABAMA CELEBRATES THE 50TH ANNIVERSARY OF THE CHILTON COUNTY PEACH FESTIVAL

HON. BOB RILEY

OF ALABAMA

IN THE HOUSE OF REPRESENTATIVES

Wednesday, June 25, 1997

Mr. RILEY. Mr. Speaker, I rise today in recognition of the Chilton County Peach Festival. Chilton County is known across the country for the fine peaches it produces. Each year the Chilton County Peach Festival pays tribute to these peaches and the growers who produce them. The Clanton Jaycees, the sponsors of the festival, work alongside the Chilton County fruit growers to make this event a success. This year is particularly exciting not only because of the bumper crop of peaches, but because this year marks the 50th anniversary of the Chilton County Peach Festival.

The first festival was held in 1947 in Thorsby, AL. It was sponsored by the Clanton Kiwanis Club, the Thorsby Business Men's Club, the Thorsby Civic Club, the Clanton Lion's Club, and the Clanton Chamber of Commerce. The Chilton County Chamber of Commerce has also sponsored the event. The festival was eventually moved to Clanton, the county seat. For many years the energetic young men and women of the Clanton Jaycees have devoted countless hours to this festival, making it the largest event in Chilton County.

The festival is celebrated each June with a parade, a peach queen contest, and a peach auction. The auction provides funds that allows the Clanton Jaycees to perform charitable work throughout the year, including furnishing Christmas presents for children from economically disadvantaged families. The parade has numerous entries, including the winners of the Chilton County Peach Queen contest and their courts. The three queens are chosen by judges during contests held the week of the festival. The winners are crowned as Miss Peach, Junior Miss Peach, and Little Miss Peach. We would like to extend our congratulations to the winners and to all the former queens returning for this anniversary celebration.

Chilton County peach growers truly deserve this annual tribute. These growers have worked through years of droughts, floods, insect infestations, and bitter cold to protect the trees from harm and save the crop that is so valuable to the economy of Chilton County. In fact, the peaches these growers produce account for approximately 75 percent of the peaches grown in Alabama. The peach industry brings an estimated $40 million dollars to Chilton County every year. These peaches are sold at local markets that attract many tourists who want to buy the famous fruit and mouthwatering products made from them, such as peach ice cream. Peaches from Chilton County also can be found in grocery store produce sections across the country.

We would like to extend our congratulations to the people of Chilton County on the 50th anniversary of the Chilton County Peach Festival. We would also like to pay special tribute to the Clanton Jaycees and the Chilton County peach growers, who make it all possible.

FORT RENO

HON. ENI F.H. FALEOMAVAEGA

OF AMERICAN SAMOA

IN THE HOUSE OF REPRESENTATIVES

Wednesday, June 25, 1997

Mr. FALEOMAVAEGA. Mr. Speaker, I rise today to introuce legislation to resolve a longstanding land dispute between the United States and the Cheyenne and Arapaho Tribes of Oklahoma.This land, known as Fort Teno, was used as a military reserve and was later transferrred to the Department of Agriculture. Currently, this Department has a small research station there.

The Fort Reno land were part of the original Cheyenne-Arapaho reservation created by Executive order in 1869. The lands were removed from the reservation, again by Executive order, in 1883. It was the understanding of the tribes that these land would be returned to the when the military no longer needed the lands, but this provision is not clearly documented.

Congress later transferred portions of the land to the Departments of Agriculture and Justice, and these departments continue to use the land to the exclusion of the Indians. Several attempts have been made in the House to return the land to the tribes, but no bill has ever been enacted into law.

A 1975 statute states Federal land located within original Indian territory which becomes excess to the needs of the agency maintaining jurisdiction over the land should be returned to the tribe whose reservation originally included the land. By operation of this statute, the lands should have been returned to the tribes 2 years ago.

While legal arguments can be made that the tribes have been compensated for this land in a prior land settlement, I am not persuaded that these two tribes have been treated fairly in their dealings with the U.S. Government, and urge my colleagues to support this legislation so that we may provide a final, equitable resolution to this dispute.

Mr. Speaker, a copy of the bill and a brief section by section analysis follows.

H.R. —

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

SECTION 1. FINDINGS.

The Congress finds the following:

(1) The original Cheyenne-Arapaho Indian Reservation in western Oklahoma, which included the land known as the Fort Reno Military Reservation, was established by the Medicine Lodge Creek Treaty of 1867 and reaffirmed by Executive order in 1869.

(2) The Fort Reno Military Reservation lands include sites used by the Tribe for the Sun Dance and other religious and cultural purposes, burial sites, and medicine gathering areas.

SEC. 2. LAND TAKEN INTO TRUST.

(a) IN GENERAL., The land described in subsection (b) is hereby taken into trust for the Cheyenne-Arapaho Tribes of Oklahoma.

(b) LAND DESCRIBED. The land taken into trust pursuant to subsection (a) is that land in Canadian County, Oklahoma, described as follows:

(1) All of sections 1, 2, 3, and 4, Township 12 North, Range 8 West, Indian Meridian.

(2) Those portions of sections 25 and 26 lying south of the North Canadian River, Township 13 North, Range 8 West, Indian Meridian.

(3) That portion of section 26 lying west of the North Canadian River, Township 13 North, Range 8 West, Indian Meridian.

(4) All of sections 27, 28, 33, 34, 35, and 36, Township 13 North, Range 8 West, Indian Meridian.

SEC. 3. USE OF PORTION OF LAND BY BUREAU OF PRISONS.

The Secretary, with the consent of and on terms agreeable to the Business Committee of the Tribe, may lease to the United States for use by the Bureau of Prisons of the Department of Justice in connection with the Federal Reformatory at El Reno, Oklahoma, all or part of the land described as the south half of section 1 and the south half of section 2, Township 12 North, Range 8 West, Indian Meridian.

SEC. 4. PRIOR EASEMENTS, LICENSES, PERMITS, AND COMMITMENTS.

(a) NONREVOCABLE; TIME-LIMITED.—(1) A nonrevocable easement, license, permit, or commitment with respect to the lands described in section 2 shall continue in effect for the period for which it was granted or made if such nonrevocable easement, license, permit, or commitment was granted or made—

(A) on or before the date of the enactment of this Act;

(B) by the Secretary of War or by the Secretary of Agriculture; and

(C) for a specified, limited period of time.

(2) An easement, license, permit, or commitment described in paragraph (1) may be renewed by the Secretary upon such terms and conditions as the Secretary considers advisable.

(b) REVOCABLE; INDEFINITE DURATION.—An easement, license, permit, or commitment which exists on the date of the enactment of this Act with respect to the lands described in section 2 may be continued or renewed by the Secretary if—

(1) the easement, license, permit, or commitment is revocable or of indefinite duration, and

(2) the Secretary considers such continuance or renewal to be in the public interest.

(c) USE OF LAND BY BUREAU OF PRISONS.—(1) In the case of lands described in paragraph (2), the Secretary may continue or renew an easement, right-of-way, or permit to land, only if such easement, right-of-way, or permit is—

(A) in effect on the date of the enactment of this Act;

(B) limited to use or maintenance of water lines, roads to and from the sewage disposal plant, or sewage effluent lakes from the sewage disposal plant located on the land;

The National Congress of American Indians
Resolution # TUL-05-099

TITLE: Protection of Cheyenne-Arapaho Tribes' Rights to Fort Reno Lands

WHEREAS, we, the members of the National Congress of American Indians of the United States, invoking the divine blessing of the Creator upon our efforts and purposes, in order to preserve for ourselves and our descendants the inherent sovereign rights of our Indian nations, rights secured under Indian treaties and agreements with the United States, and all other rights and benefits to which we are entitled under the laws and Constitution of the United States, to enlighten the public toward a better understanding of the Indian people, to preserve Indian cultural values, and otherwise promote the health, safety and welfare of the Indian people, do hereby establish and submit the following resolution; and

WHEREAS, the National Congress of American Indians (NCAI) was established in 1944 and is the oldest and largest national organization of American Indian and Alaska Native tribal governments; and

WHEREAS, the health, safety, welfare, education, economic and employment opportunity, and preservation of cultural and natural resources are primary goals and objectives of NCAI; and

WHEREAS, the original Cheyenne-Arapaho reservation in Oklahoma was established by an Executive Order signed by President Ulysses S. Grant on August 10, 1869; and

WHEREAS, on July 17, 1883, a total of 9493 acres, located within the boundaries of this reservation, were conditionally loaned to the United States through an Executive Order signed by President Chester A. Arthur for the Fort Reno Military Reservation; and

WHEREAS, the Executive Order which established Fort Reno contained a reversion clause which provides that: "whenever any portion of the land so set apart may be required by the Secretary of the Interior for Indian purposes, the same shall be abandoned by the military upon notice to that effect to the Secretary of War;" and

WHEREAS, the military abandoned Fort Reno in 1908 turning it over to the Quartermaster Corps; and

WHEREAS, the Cheyenne-Arapaho Tribes of Oklahoma believe that the Fort Reno lands should have reverted back to tribal ownership at that time and have sought the return of the Fort Reno lands; and

WHEREAS, the Fort Reno lands are located near the Cheyenne-Arapaho tribal offices in west Oklahoma; and

NCAI HEADQUARTERS
1301 Connecticut Avenue, NW
Suite 200
Washington, DC 20036
202.466.7767
202.466.7797 fax
www.ncai.org

WHEREAS, the land is currently held by the United States government and is used by the Grazinglands Research Laboratory of the United States Department of Agriculture; and

WHEREAS, the land apparently has oil and gas reserves that the United States now seeks to extract and appropriate; and

WHEREAS, the United States government has failed to meet with Cheyenne-Arapaho leaders to discuss this matter to ensure the full and effective protection of Indian sovereignty and the right of self-determination in its social, economic and political dimensions, as well as traditional cultural and resource rights.

NOW THEREFORE BE IT RESOLVED, that the NCAI does hereby call upon the United States to recognize and reaffirm the Cheyenne-Arapaho Tribes' ownership of the Fort Reno lands and the trust duty of the United States to the Tribes; and

BE IT FURTHER RESOLVED, that the NCAI does hereby seek that any plans for drilling on any use of the Fort Reno lands beyond the limited uses for which it was loaned to the United States be immediately halted and abandoned; and

BE IT FURTHER RESOLVED, that this resolution shall be immediately transmitted upon its effective date to the President of the United States, Vice President of the United States, and the Congress of the United States; and

BE IT FINALLY RESOLVED, that this resolution shall be the policy of NCAI until it is withdrawn or modified by subsequent resolution.

.

CERTIFICATION

The foregoing resolution was adopted at the 2005 Annual Session of the National Congress of American Indians, held at the 62nd Annual Convention in Tulsa, Oklahoma on November 4, 2005 with a quorum present.

Joe Garcia, President

ATTEST:

Juana Majel, Recording Secretary

Adopted by the General Assembly during the 2005 Annual Session of the National Congress of American Indians held from October 30, 2005 to November 4, 2005 at the Convention Center in Tulsa, Oklahoma.

Message0497	
Subject:	**RE: letter**
From:	Michael C. Copperthite
Date:	10/25/2007 6:50:41 AM
To:	'cwhiteman'
CC:	Ida Hoffman

Message Body

Ida promises the letter today…

At some level the tribal legislature needs to play at the sob level. Take the bank accounts. Refuse to listen to the court, send certified letters to the local bia stating that they have no jurisdiction and that he has been recalled twice, that the courts are in valid.etc.

Mike

From: cwhiteman [mailto:whiteman@pldi.net]
Sent: Thursday, October 25, 2007 9:09 AM
To: Michael C. Copperthite
Subject: letter

mike,

just thought i would see if you have recieved the letter,yet.Maybe a call from you or rick,

could put alittle fire back in the legislators.While our problem is enjoying the beaches of Hawaii.

The tribes are going down hill quick with this SOB IN CHARGE.

THANKS,

CHESTER

Outlook Header Information

Conversation Topic: letter
Sender Name: Michael C. Copperthite
Received By: Ida Hoffman

EXHIBIT A

BILL OF SALE

Universal Entertainment Group, LLC., a Nevada limited liability company ("Company"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to that certain Purchase Agreement dated _____, 2012, (the "Purchase Agreement"), by and among the Company and BingoTribes.com ("Purchaser"),a copy of which is attached hereto as Exhibit 1, do hereby sell, assign, transfer, convey and deliver to Buyer, all of Sellers' rights, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement).

This Bill of Sale shall insure to the benefit of Buyer and its successors and assigns. A facsimile copy of a signature to this Bill of Sale shall be deemed to be an original.

This Bill of Sale shall be governed by and construed in accordance with the laws of a court of competent jurisdiction.

IN WITNESS WHEREOF, the Parties with their full authorities have caused this Bill of Sale to be executed by their duly authorized representatives as indicated below.

UNIVERSAL ENTERTAINMENT GROUP, LLC

By: _____

Print Name: Isaias Almira.

Print Title: Managing Director.

PokerTribes.com for BingoTribes.com
(PokerTribes.com ~~("Purchaser")~~, an Enterprise of the ~~"Cheyenne and Arapaho Tribes"~~ of Oklahoma)

By: _____

Print Name: Brian Foster

By: Janice L. Boswell

Print Name: Janice L. Boswell

Print Title: Cheyenne & Arapaho Tribes Governor

EXHIBITS

Exhibit A: Bill of Sale

Exhibit B: IT Consulting Agreement

BB

a. such provision will be fully severable

b. this Purchase Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof

c. the remaining provisions of this Purchase Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance where from, and

d. In lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Purchase Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

20. Governing Law. This Purchase Agreement shall in all respects be construed in accordance with and governed by a court of competent jurisdiction without giving effect to its conflicts-of-laws principles (other than any provisions thereof validating the choice of the laws of the court of competent jurisdiction.

IN WITNES WHEREOF, the parties hereto have caused this Purchase Agreement to be signed on the date and year first above written.

PURCHASER:

PokerTribes.com for BingoTribes.com
(PokerTribes.com ("Purchaser"), an Enterprise of the "Cheyenne and Arapaho Tribes" of Oklahoma)

By: _____
Print Name: Todd Foster
Print Title: CEO

COMPANY

UNIVERSAL ENTERTAINMENT GROUP, LLC

By: Isaias Almira / Managing Director.
Print Name: Isaias Almira
Print Title: Managing Director.

WITNESS

deliver to Purchaser any cash or other property received by the Company, directly or indirectly, at any time after the Effective Date that belongs to the Purchaser under this Purchase Agreement.

16. Further Assurances. From time to time after the Effective Date, the Company and Purchaser agree to execute and deliver, or cause its affiliates to execute and deliver, such instruments of sale, transfer, conveyance, assignment and delivery, and such consents, assurances, powers of attorney and other instruments as may be reasonably requested by the other party or its counsel in order to vest in Purchaser all rights, title and interest of the Company in and to the Purchased Assets, and otherwise in order to carry out the purpose and intent of this Purchase Agreement.

17. Notices. All notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally against written receipt or by facsimile transmission with answer back confirmation or mailed (postage prepaid by certified or registered mail, return receipt requested) or by overnight courier to the parties at the following addresses or facsimile numbers:

If to Purchaser:

Cheyenne & Arapaho Tribes
7789 N. Hwy 81
Concho, OK 73022
Facsimile: 405-262-4827
Attention: Brian Foster

If to Company:

Universal Entertainment Group, LLC
5348 Vegas Drive #239
Las Vegas, Nevada 89108
Facsimile: _____
Attention: Isaias Almira

Any party from time to time may change his, her or its address, facsimile number or other information for the purpose of notices to that party by giving notice specifying such change to the other party hereto.

18. Counterparts. This Purchase Agreement may be executed by the parties hereto in separate counterparts and by facsimile, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

19. Severability. If any provision of this Purchase Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Purchase Agreement will not be materially and adversely affected thereby;

a. by the Company if (i) any condition precedent to their obligations hereunder is not satisfied and such condition is not waived by Company on or prior to the Effective Date or,

b. there has been a material violation or breach by Purchaser of any covenant, agreement, representation or warranty contained in this Purchase Agreement and such violation or breach has not been waived in writing by Company, or

c. by Purchaser if any condition precedent to Purchaser's obligations hereunder is not satisfied and such condition is not waived by Purchaser on or prior to Effective Date, or

d. there has been a material violation or reach by the Company of any covenant, agreement, representation or warranty contained in this Purchase Agreement and such violation or breach has not been waived in writing by Purchaser, or

e. by Purchaser at any time, if the Purchaser is unable to obtain certification of technical standards by an independent laboratory that is licensed to certify said technical standards in the State of Oklahoma.

13. Confidentiality. In connection with the negotiation of this Purchase Agreement and the preparation for the consummation of the transactions contemplated hereby, each party has had access to confidential information relating to the other party or parties. Each party shall treat such information (including without limitation the pricing and other terms of this Purchase Agreement) as confidential, preserve the confidentiality thereof and not duplicate or use such information, except in connection with the transactions contemplated hereby. Each party shall use all reasonable steps to safeguard such information.

14. Entire Agreement. This Purchase Agreement and the exhibits delivered in connection herewith constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matters hereof. The representations, warranties, covenants and agreements set forth in this Purchase Agreement and in any financial statements, schedules or exhibits delivered pursuant hereto constitute all the representations, warranties, covenants and agreements of the parties hereto and upon which the parties have relied, and except as specifically provided herein, no change, modification, amendment, addition or termination of this Purchase Agreement or any art thereof shall be valid unless in writing and signed by or on behalf of the party to be charged therewith.

15. Power of Attorney. Upon the Effective Date, the Company hereby irrevocable constitutes and appoints Purchaser as its true and lawful attorney-in-fact, with full power of substitution, in the name of the Company, on behalf of and for the benefit of Purchaser, to endorse, without recourse, checks, notes and other instruments relating to the Purchased Assets in the name of the Company. The Company agrees that the foregoing powers are coupled with an interest and shall be irrevocable by the Company. The Company further agrees that Purchaser shall retain for its own account any amounts collected pursuant to the forgoing powers that it is entitled to keep under this Purchase Agreement. The Company shall promptly transfer and

c. Limited Investigation by Purchaser. The Company acknowledges that Purchaser has conducted a very limited investigation into the business of the Company, and that Purchaser is relying solely on the representations and warranties of the Company made under this Purchase Agreement.

Article V.

11. INDEMNIFICATION.

a. Survival of Representations, Warranties, Etc. The representations, warranties and covenants of the parties to this Purchase Agreement shall survive for a period of 48 months following the Effective Date.

b. Indemnification. The Company shall, defend and hold harmless Purchaser and its subsidiaries and the officers, directors, employees, agents, successors and assigns of Purchaser and its subsidiaries (the "Purchaser Group") from and against any and all damages, costs, liabilities, losses, judgments, penalties, fines, claims and expenses, including without limitation, interest, reasonable attorneys' fees (as and when incurred) and all amounts paid in investigation, defense or settlement of any of the foregoing (collectively, "Damages"), asserted against or incurred by Purchaser or any member of the Purchaser Group in connection with, arising out of or resulting from (i) any breach of any covenant, representation, warranty or agreement made by the Company prior to the Effective Date, (iii) any and all Taxes imposed or assessed at any time upon the Company or any of the Purchased Assets or with respect to any receipts, income, sales, transactions or other business activities of the Company with respect to the period through the Effective Date and any period ended before that time.

c. Purchaser shall indemnify, defend and hold harmless the Company, and their respective officers, directors, employees, agents, successors and assigns (collectively, the "Selling Group") from and against any and all Damages asserted against or incurred by the Company, or the members of the Selling Group in connections with, arising out of or resulting from any breach of any covenant, representation, warranty or agreement made by Purchaser in or pursuant to this Purchase Agreement.

d. Offset. Purchaser shall have the right to offset against the Purchase Price or any other amounts payable hereunder any Damages incurred by the Purchaser Group pursuant to the Indemnification section above.

Article VI.
MISCELLANEOUS

12. Termination. This Purchase Agreement may be terminated at any time prior to Effective Date by mutual consent of the parties hereto;

and to perform fully its obligations hereunder, and no other proceedings on the part of Purchaser are necessary to authorize this Purchase Agreement or any applicable ancillary agreements, or to consummate the transactions contemplated hereby. The execution and delivery of this Purchase Agreement and the performance by Purchaser of its obligations hereunder have been duly and validly authorized by all necessary action and constitutes a legal, valid and binding obligation of the Purchaser enforceable against Purchaser in accordance with its terms.

c. Material Omissions. The representations and warranties by Purchaser in this Purchase Agreement and the statements contained in the exhibits and other writings furnished and to be furnished by Purchaser to the Company pursuant to this Agreement do not and will not contain any untrue statement of a material fact and do not and will not omit to state any material fact necessary to make the statements herein or therein not misleading.

Article IV.

10. COVENANTS OF THE PARTIES. Prior to the Effective Date, the Company and Purchaser covenant to act as follows:

a. Notification of Certain Matters. Each of the parties shall give prompt notice to the other party, of (i) the discovery of a fact or fats which cause any of the representations, warranties or statements made by such party in this Purchase Agreement or in any exhibit or other document delivered pursuant to this Purchase Agreement, to be false or misleading or omit any facts necessary in order to make such representations, warranties or statements not false or misleading; (ii) the occurrence, or failure to occur, of any event which occurrence or failure would be likely to cause any representation or warranty made by such party in this Purchase Agreement to be untrue or inaccurate up to the Effective Date. The Company shall promptly notify Purchaser of any material change in, or outside of, the normal course of business of the Company and of any governmental or regulatory authority complaints, investigative hearings, or the institution, threat or settlement of mediation, arbitration or litigation relating to the Company or the Purchased Assets, and shall keep Purchaser fully informed in reasonable detail of such events.

b. Reasonable Commercial Efforts. Subject to the terms and conditions of this Purchase Agreement, each of the parties hereto will use its reasonable commercial efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Purchase Agreement, including, but not limited to, making all filings and submissions as may be required under applicable laws and regulations for the consummation of the transactions contemplated by this Purchase Agreement.

i. Tax Matters. All federal, state and local taxes, fees and assessments and penalties of whatever nature ("taxes") imposed upon or payable in respect of the Company, and the Purchased Assets which are due and payable have been paid, and all tax returns required to be filed by the Company under applicable laws have been filed or will be filed on a timely, complete and accurate basis. Except for statutory liens for Taxes not yet due and payable, there are no liens for Taxes, nor any basis for any such liens, upon the Company or the Purchased Assets, including without limitation any liens in favor of the Unites States pursuant to Section 6321 of the Code for nonpayment of United States federal Taxes or any liens in favor of any state or local or foreign jurisdiction pursuant to any comparable provision of applicable law, under which transferee liability might be imposed upon Purchaser as a buyer of the Purchased Assets pursuant to Section 6323 of the Code or any comparable provision of applicable law. The Company has withheld all amounts required to be withheld on account of Taxes from amounts paid to employees, former employees, directors and officers and remitted or will remit the same to the appropriate taxing authorities within the prescribed time periods.

j. Liens. Company and its principles represent that there are no liens by any third party, state or federal, or any other governmental entity domestic or international outstanding or filed against Purchased Assets.

k. Material Omissions. The representations and warranties by the Company in this Purchase Agreement and the statements contained in the exhibits and other writings furnished and to be furnished by the Company to Purchaser pursuant to this Purchase Agreement do not and will not contain any untrue statement of a material fact and do not and will not omit to state any material fact necessary to make the statements herein or therein not misleading.

Article III.

9. REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser represents and warrants to the Company that the following is true and correct as of the date hereof, and shall be true and correct on the Effective Date:

a. Organization. Purchaser is an entity duly organized and validly existing under the laws of the Cheyenne and Arapaho Tribes (a federally recognized tribe by the United States). Purchaser has the authority to own its properties, to carry on its business as now conducted, to execute and deliver this Purchase Agreement, and to consummate the transactions contemplated hereby.

b. Power and Authority. Purchaser has all requisite power and authority and has taken all actions necessary to enter into this Purchase Agreement and all exhibits required by this Purchase Agreement, to consummate the transactions contemplated hereby

Purchase Agreement, the exhibits to this Purchase Agreement or the consummation of the transactions contemplated hereby by the Company. Neither the execution and delivery of this Purchase Agreement by the Company will (a) conflict with or result in any breach of any provision of the charter, bylaws or other organizational documents of the Company, (b) conflict with or result in a violation or breach of any term or any law, order, permit, statute, rule or regulation applicable to the Company or any of the Purchased Assets, (c) result in a material breach of, or default under (or give rise to any right of termination, cancellation or acceleration under), any of the terms, conditions or provisions of any material agreement or instrument to which the Company or any of the Purchased Assets may be bound, or (d) result in an imposition or creation of any Encumbrance on the Purchased Assets.

d. Undisclosed Liabilities. The Company has no liabilities or obligations (absolute, accrued, fixed, contingent, liquidated, unliquidated or otherwise) nor is there any basis for the imposition of any liabilities or obligations against, relating to or affecting the Purchased Assets, or the Company.

e. Condition of the Purchased Assets. No third party has any right or license to use any of the Purchased Assets, the Company is not contractually obligated to pay any compensation to any third party with respect to any of the Purchased Assets, whether for their use, license, or otherwise. The Company is not subject to or bound by any contractual arrangement, that could affect or restrict the use, sale or marketing of the Purchased Assets. The Purchased Assets comply with all applicable laws, regulations, ordinances and the like.

f. Intellectual Property. All Company Intellectual Property, other than property under license to the Purchaser and defined earlier, is held by the Company, and on Effective Date, shall be held by Purchaser, without any conflict with or infringement of the valid rights of others. The Company has not received any notice of infringement upon or conflict with the asserted rights of others, nor has any reason to believe that any party man assert any claim of infringement or conflict. The Company has sole and exclusive right, and on the Effective Date, Purchaser shall have the sole and exclusive right, to use the Company Intellectual Property free and clear of any licenses and other rights of others.

g. Contracts. There are no existing contracts related to the Purchased Assets.

h. Litigation. There are no actions, causes of action, claims, suits, proceedings, arbitration, inquiries, hearings, assessments with respect to fines or penalties or litigation (whether civil, criminal, administrative, investigative or informal) (collectively, "Actions or Proceedings") or orders, writs, judgments, injunctions, decrees or similar orders (collectively, "Orders") pending or threatened nor is there any basis for any Actions or Proceedings against the Company, that could affect the Purchased Assets or the consummation of the transactions contemplated herein, at law or in equity, or before or by any court or any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

c. $3,350,000.00 is due on or before November 15, 2012, and simultaneously with the launch of the BingoTribes.com site internationally or wherever permissible by the Purchaser (And or it's Tribe).

5. Bill of Sale. Company shall have executed and delivered a Bill of Sale in the form attached hereto as Exhibit A.

6. Representations and Warranties. All representations and warranties contained in this Purchase Agreement shall be true and correct in all material respects as of the Effective Date, and the parties shall have performed all agreements and covenants required to be performed by them prior to or on the Effective Date.

7. Material Adverse Effect. The Company shall not have acted in any manner which has created or could reasonable result in the creation of a material adverse effect on the Purchased Assets, nor shall there be any event or development which, individually or together with other such events, could reasonably be expected to result in such a material adverse effect. Company or any of its subsidiaries or principles shall not compete with PokerTribes.com in development or sales of such products worldwide for as long as the Company is obligated to Purchaser by the IT Consulting Agreement, attached hereto as Exhibit B and made part of this Agreement.

Article II.

8. Representations and Warranties of the Company. The Company hereby represents and warrants to Purchaser that the following is true and correct as of the date hereof, and shall be true and correct as of the Effective Date entered above.

a. Tribal Gaming License. Company shall obtain a vendor license issued by and through the Gaming Commission of the Cheyenne and Arapaho Tribes.

b. Power and Authority. The Company and its signed principles has all requisite power and authority and has taken all actions necessary to enter into this Purchase Agreement and all exhibits required by this Purchase Agreement, to consummate the transactions contemplated hereby and to perform fully its obligations hereunder, and no other proceedings on the part of the Company are necessary to authorize this Purchase Agreement or any applicable ancillary agreements, or to consummate the transactions contemplated hereby. The execution and delivery of this Purchase Agreement and the performance by the Company of their obligations hereunder have been duly and validly authorized by all necessary corporation actions and constitutes a legal, valid and binding obligation of the company enforceable against the Company in accordance with its terms.

c. Consents and Approvals; No Violation. No consent, approval or action of, filing with or notice to any governmental or regulatory authority or any other non-governmental third party is required in connection with the execution, delivery and performance of this

IA

g. All proprietary information and intellectual property associated with BingoTribes.com, including, without limitation;

i. the trademarks, service marks, trade dress, logos, trade names, domain names and corporate names, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith

ii. all applications, registrations and renewals in connection therewith

iii. copyrightable works, all copyrights and all applications, registrations and renewals in connection therewith for PokerTribes.com, and any names under which the Company has been conducted

iv. all know-how, trade secrets, confidential information, financial, business and marketing plans, customer and supplier lists and related information, and marketing and promotional material (collectively, the "Company Intellectual Property")

2. Warranty. The Company and its principles warranties that BingoTribes.com is a viable and complete operating system operation on all communication platforms complete through billing and financial transactions of the player and of the owner. All security protocols and technical standards as provided by the Cheyenne and Arapaho Gaming Commission shall be met.

3. Excluded Liabilities. Except to the extent specifically provided in the Purchase and Sale section, the Purchaser does not assume, shall not be required to assume, and shall not be deemed to have assumed or agreed to pay, perform, defend or discharge any liability or obligation of the Company of any and every kind whatsoever, direct, indirect, absolute, contingent, secured, unsecured, accrued or otherwise, whether known, disclosed pursuant to this Agreement or otherwise or unknown, any and all of which are sometimes referred to in this Agreement as "Excluded Liabilities" or an "Excluded Liability."

4. Consideration. The purchase price for the Purchased Assets shall be Three Million-Eight Hundred and Fifty Thousand Dollars ($3,850,000 USD) (the "Purchase Price"), and shall be paid in the following manner:

a. $300,000.00 previously paid on June 8, 2012, upon acceptance of Letter of Intent to Purchase, and...

b. $200,000.00 was due on or before August 15, 2012. But due to the fact that the sites preliminary (beta1) home page was not completed, the money was never paid by Purchaser to the Company. However, www.PokerTribes.com's phase 1 is up and running now and the $200,000.00 is due upon the signing of this agreement, and there after...

BingoTribes.com PURCHASE AGREEMENT

This Purchase Agreement (this "Agreement") is made and entered into on this 15th day of October 2012, by and among PokerTribes.com ("Purchaser"), an Enterprise of the "Cheyenne and Arapaho Tribes" of Oklahoma with an address at 7789 N. Hwy 81, Concho, OK 73022, and Universal Entertainment Group, LLC, ("Company"), a Nevada limited liability company, with an address at 5348 Vegas Drive #279, Las Vegas, Nevada, 89108. Hereinafter, Purchaser and/or Company may be referenced as Party individually, or as Parties, collectively.

WHEREAS, The Company desires to sell to Purchaser, and Purchaser desires to acquire from Company, the Assets (as defined below), on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Article I.

1. Purchase and Sale. Subject to the terms and conditions set forth in this Agreement, on the Effective Date (as defined below), the Company shall sell, transfer, convey, assign and deliver to Purchaser and Purchaser shall acquire from the Company, free and clear of any security interest, pledge, lien, conditional sales agreement, claim, charge or any other encumbrance (each, an "Encumbrance") all right, title, license as applicable to source code, and interest in the assets, other than source code, related to, and used in connection with the operation of the PokerTribes.com, including, but not limited to, the following assets (collectively, the Purchased Assets"):

   a. BingoTribes.com and any and all other assets currently held by Company that Purchaser shall require for the operation of PokerTribes.com

   b. The domain name of BingoTribes.com and rights of ownership to use world-wide

   c. The approved Apple Application license agreement transfer

   d. All additional operating system licenses for PokerTribes.com including but not limited to all future gaming applications built by Purchaser and/or Company as a continuation of Pokertirbes.com as attached hereto as Exhibit B (IT Agreement)

   e. The ability of a virtual casino all aforementioned games in virtual casino must be able to run on any communication platform

   f. All business records, accounting records, sales and marketing data, marketing reports, and any other materials and data, used by or otherwise employed in connection with the Purchased Assets

Clearinghouse 1 Agreement

THIS CLEARINGHOUSE 1 AGREEMENT ("Agreement") is made and entered into this 23rd day of July, 2012 by and between Pokertribes.com ("Pokertribes"), an enterprise of the Cheyenne and Arapaho Tribes of Oklahoma, and Universal Entertainment Group, LLC ("Universal"), a Nevada limited liability company. Hereafter Pokertribes.com and Universal may be referred to individually at Party, or collectively as Parties.

RECITALS

Whereas, Pokertribes is in the business of operating an online gaming web site servicing jurisdictions in the United States and other areas under the trade name of PokerTribes.com and is located in Concho, Oklahoma on tribal lands; and

Whereas, Pokertribes and Universal have entered into a separate IT Agreement dated July 25th, 12 and from which the Parties derive revenues, and

Whereas, The Parties collectively have put forth a plan for the distribution of revenues to the appropriate entities identified in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements as entered into by Pokertribes and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Revenues for Distribution.** All monies generated by PokerTribes.com received through any type of payment processing system (Such as: any check systems, PayPal, Western Unions, iBill, International Payment Systems, Wire Transfers through any banks, iTunes, Facebook, Google, IVR, any and all Sports Books Nationwide and or International) will be deposited in an escrow account established at U.S bank capable of acting as an Escrow Agent for all U.S business and an International Bank capable of acting as an Escrow Agent for all International business.

2. **Frequency of Disbursement of Funds.** Monies will be disbursed from the accounts established above not less frequently than once a month.

3. **Allocation and Distribution.** The monies, collected by Finley & Cook, an accounting firm with offices in Shawnee, Oklahoma and under separate agreement with Pokertribes.com, will disburse received funds from Pokertribes.com operations as follows:

    a. 71.00% to Pokertribes
    b. 29.00% to Fox & Berc, an accounting firm under separate agreement with PokerTribes.com for the final disbursement of the funds allocated to it.

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4. **Severability:** In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

5. **Term of Agreement:** The Term of this Agreement between the Parties shall be run concurrently with the IT Agreement executed between UEG and Pokertribes.com dated 23rd day of July, 2012

IN WITNESS WHEREOF, this agreement has been executed as of the date set forth in the first paragraph of this Agreement.

Universal Entertainment Group, LLC

By: _____

Its: Managing Director

Print name, title: Isaias Alonso

Fox & Berc

By: _____

Its: CEO

Print Name, title: Thomas E Fox, CEO

Barbara Parker 7/23/12

TA

Clearinghouse Distribution (2) Agreement

THIS AGREEMENT is made and entered into this 23rd day of July, 2012, by and between Universal Entertainment Group, LLC ("UEG") and Fox & Berc, LLC ("F&B"), a Minnesota Limited Liability Company with an address at 10601 Thomas Ave., S., Bloomington, Minnesota, 55431. Hereafter, UEG and F&B may be referred to individually as Party, or collectively as Parties.

RECITALS

Whereas, Universal has entered into an agreement ("It Agreement") dated July 23rd, 2012, with Pokertribes.com, and

Whereas, the payment for services to Universal are derived from revenues generated by Pokertribes.com operations and not from any other source, and

Whereas, F&B is allocated funds for distribution among the parties and identified below.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Distribution of Received Revenues.** Funds allocated to F&B are those funds forwarded from Finely & Cook, a third party accounting firm contracted with Pokertribes.com under a separate agreement, with specific funds allocations responsibilities noted in the IT Agreement between Universal and Pokertribes.com dated July 23rd, 2012.
   a. The distribution of funds from F&B shall occur no less than monthly
   b. The distribution of funds shall occur as follows:

i.	(22.50%)	Universal Entertainment Group
ii.	(.25%)	F&B
iii.	(.25%)	Michael E. Newell
iv.	(1.0%)	Sooner Bio Fuels
v.	(1.0%)	Charles Morris, Attorney at Law
vi.	(1.0%)	BJP Consulting
vii.	(3.0%)	Escrow for distribution determined by UEG

2. **Governing Law:** This Agreement and the rights of the Parties hereunder shall be governed by and interpreted in accordance with the laws of the United States.

3. **Successors and Assigns:** This agreement shall be binding upon and inure to the benefit of the parties hereto and their personal representatives, assigns and successors and no assignment of each of the parties' rights to the agreement shall be valid unless all parties hereto agree in writing to such assignment.

TBF
JA

Amount:	$600,000.00	Sequence Number:	6460397803
Account:	3050805838	Capture Date:	08/17/2012
Bank Number:	10300001	Check Number:	8783

Feather Warrior Casino - Canton
Bank of America
301 NW Lake RD
Canton, OK 73724

Operating
1519 W Main
Norman, OK 73069

8783

DATE 08/16/2012

AMOUNT $*****600,000.00

PAY ***SIX HUNDRED THOUSAND AND 0/100 DOLLARS

TO THE ORDER OF Universal Entertainment Group LLC
5482 Wilshire Blvd #359
Los Angeles, CA 90036

Janice L Boswell

⑈8783⑈ ⑆103000017⑆ ⑈0030508058 38⑈ ⑈0060000000⑈

ENDORSE HERE

Universal Entertainment Group INC
ACCT# 3119025043

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE RESERVED FOR FINANCIAL INSTITUTION USE

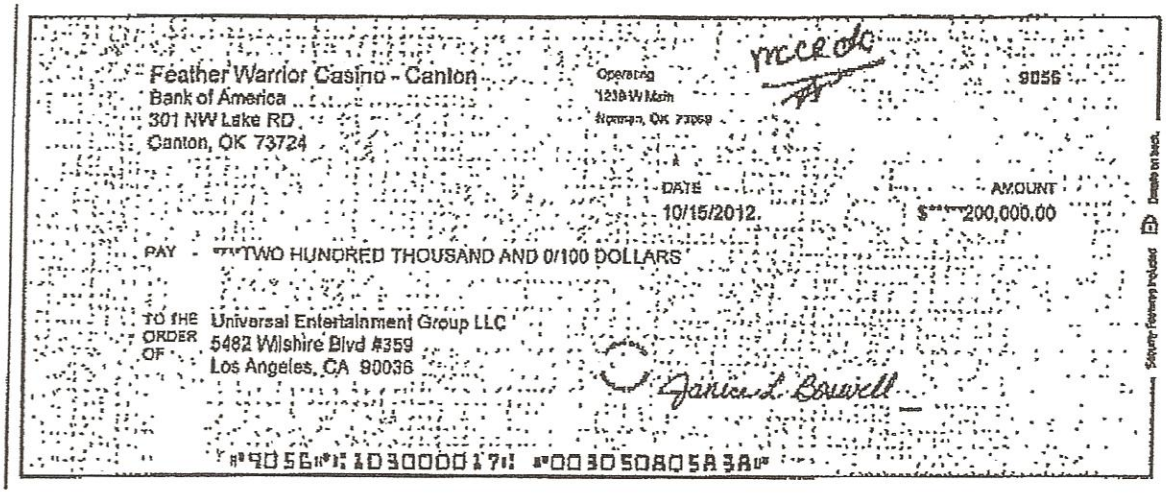
BANK OF AMERICA NA
6460397803

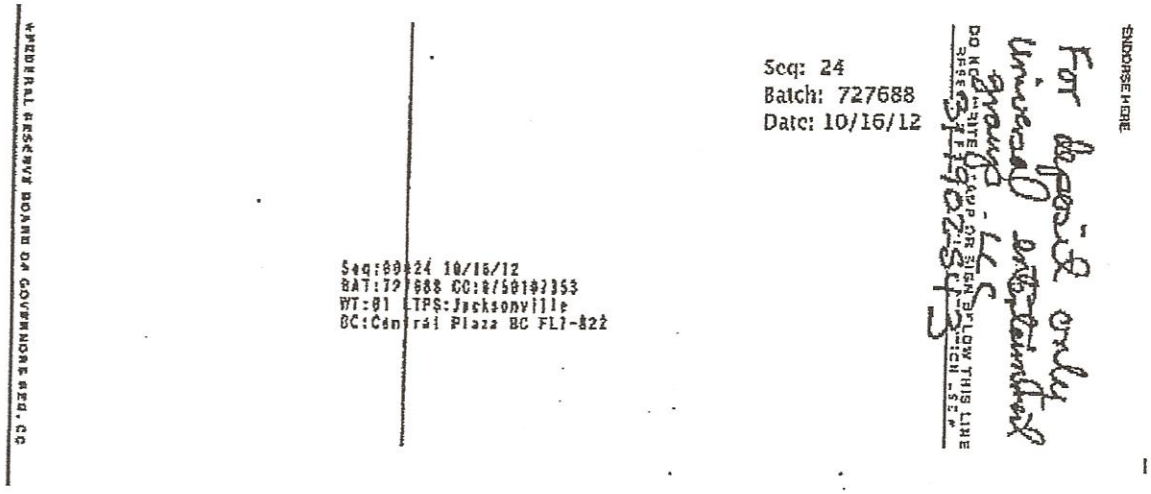
4580-71

Amount: $200,000.00 Sequence Number: 4142945204

Account: 3050805838 Capture Date: 10/16/2012

Bank Number: 10300001 Check Number: 9056





Electronic Endorsements:

Date	Sequence	Bank #	Endrs Type	IRN	RRC	Bank Name
10/16/2012	4142945204	11000138	Rtn Loc/BOFD	Y		BANK OF AMERICA, NA

Amount: $425,000.00 Sequence Number: 9392259989

Account: 3050805838 Capture Date: 01/28/2013

Bank Number: 10300001 Check Number: 9430

Feather Warrior Casino - Canton
Bank of America
7777 N. Highway 81
Concho, OK 73022

Operating
1239 Wilson
Norman, OK 73069

9430

DATE
01/25/2013

AMOUNT
$*****425,000.00

PAY ****FOUR HUNDRED TWENTY FIVE THOUSAND AND 0/100 DOLLARS

TO THE ORDER OF Universal Entertainment Group LLC
5482 Wilshire Blvd #369
Los Angeles, CA 90036

Janice L Bowell

⑈9430⑈ ⑆103000017⑆ ⑈003050805838⑈

Security Features Included Details on Back

ENDORSE HERE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

⑆3487527364

⑈FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

Electronic Endorsements:

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
01/28/2013	000003487527364	122105278	Rtn Loc/BOFD	Y		WELLS FARGO BANK, NA
01/28/2013	009392259989	111012822	Pay Bank	N		BANK OF AMERICA, NA

Print Title: CEO

WITNESS

Cheyenne & Arapaho Tribes

By: Janice L Boswell

Print Name: Janice L. Boswell

Print Title: Cheyenne & Arapaho Tribes Governor

Grant Thornton

August 18, 2008

The Honorable Governor Flyingman
The Cheyenne and Arapaho Tribes
100 Red Moon Circle
PO Box 38
Concho, OK 73022

Audit · Tax · Advisory

Grant Thornton LLP
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RE: TRANSMITTAL LETTER FOR FORENSIC INVESTIGATION REPORT

Honorable Governor Flyingman:

Accompanying this letter, please find our summary report in connection with the services provided to the Executive Branch of the Cheyenne and Arapaho Tribes as documented in the engagement letter dated January 3, 2008. Our services included a forensic investigation related to the October 10, 2007 Order from the Supreme Court of the Cheyenne and Arapaho Tribes "...that a complete forensic audit occur of the Gaming Commission and gaming revenues and Lucky Star and other casinos operating for the Cheyenne and Arapaho Tribes..." (Case No. CNA-SC-07-03, attached at **Appendix B-1**). We prepared this summary report at your request. We previously communicated more detailed findings to you, but have not included all information in this report. We understand you may ask us to perform additional work.

We conducted this engagement in accordance with consulting standards established by the American Institute of Certified Public Accountants. The services do not constitute a rendering by Grant Thornton LLP, or its partners or staff, of any legal advice, nor do they include the compilation, review or audit of financial statements. Because the services were limited in nature and scope, they cannot be relied upon to discover all documents and other information, or provide all analyses, that may be of importance in this matter. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you. The lead investigator for the services was Michael A. Fahlman, Senior Manager.

The information supporting our analysis was obtained during the performance of our procedures and through discussions with Tribal officials, management, employees and other parties. Unless otherwise noted in the accompanying report, we have not performed any procedures to corroborate the completeness or accuracy of the information or the explanations provided to us.

This report contains sensitive and confidential information proprietary to the Cheyenne and Arapaho Tribes. It is restricted for the use of the Executive Branch of the Cheyenne and Arapaho Tribes; however, this restriction is not intended to limit distribution after acceptance by the Executive Branch, at which time this report may become a public record of the Cheyenne and Arapaho Tribes.

Sincerely,
GRANT THORNTON LLP

By Bradley J. Preber

Lead Investigator
Michael A. Fahlman, CPA, CFF

The accompanying Transmittal Letter dated August 18, 2008, and the accompanying Appendices are integral parts of this Report.

INTRODUCTION

I. FORENSIC ORDER

On October 10, 2007, in Case No. CNA-SC-07-03, the Supreme Court of the Cheyenne and Arapaho Tribes ("Tribal Supreme Court") affirmed and ordered "...that a complete forensic audit occur of the Gaming Commission and gaming revenues and Lucky Star and other casinos operating for the Cheyenne and Arapaho Tribes..." (hereafter referred to as the "Forensic Order", attached at **Appendix B-1**). Grant Thornton LLP ("Grant Thornton", "we" or "us") was engaged on January 3, 2008, by the Executive Branch of the Cheyenne and Arapaho Tribes ("Tribe") to provide forensic investigative services ("Services") related to the Forensic Order.

This report has been prepared at the request of the Executive Branch of the Tribe. It contains sensitive and confidential information proprietary to the Tribe. It is restricted for the use of the Executive Branch of the Tribe; however, this restriction is not intended to limit distribution after acceptance by the Executive Branch, at which time this report may become a public record of the Tribe.

II. GAMING HISTORY OF THE TRIBE

During the course of performing the Services, we obtained an understanding of the gaming history of the Tribe. We believe that knowledge of this background may enhance the usefulness of this report to the reader. Therefore, we have provided a brief summary of our understanding of the Tribe's gaming history in this section of the report.

Indian Gaming Regulatory Act

Following the enactment of the Indian Gaming Regulatory Act of 1988 (25 U.S.C. Section 2701-2721, "IGRA"), the Tribe undertook efforts to establish gaming operations primarily to encourage economic development and provide for Tribe members. IGRA established the National Indian Gaming Commission ("NIGC") in 1988 to "...regulate gaming activities on Indian lands for the purpose of shielding Indian tribes from organized crime and other corrupting influences; to ensure that Indian tribes are the primary beneficiaries of gaming revenue; and to assure that gaming is conducted fairly and honestly by both operators and players." Among many other things, the NIGC Chairman generally must "...approve any tribal ordinance or resolution concerning the conduct, or regulation of class II gaming on the Indian lands..." Additionally, IGRA and the NIGC set forth that "...[a]n Indian tribe may enter into a management contract for the operation and management of its gaming activity subject to the approval of the NIGC Chairman. Unapproved management contracts are void." Refer to www.nigc.gov for additional information.

Southwest Casino Corporation Agreements

In the early 1990s, the Tribe explored entrance into gaming and the associated operations and management with the non-Indian corporation Southwest Casino Corporation ("Southwest").

On April 3, 1993, the Tribe adopted the CHEYENNE AND ARAPAHO TRIBES OF OKLAHOMA GAMING ORDINANCE ("Gaming Ordinance", attached at **Appendix B-2**). Among other things, the Gaming Ordinance established a Tribal Gaming Board (referred to in the Forensic Order and hereafter as the "Gaming Commission") to provide orderly development, administration and regulation of Tribe gaming.

The accompanying Transmittal Letter dated August 18, 2008, and the accompanying Appendices are integral parts of this Report.

Subsequently, the Tribe and Southwest continued negotiations and entered into the SECOND AMENDED AND RESTATED GAMING MANAGEMENT AGREEMENT on October 8, 1993 ("2nd Management Agreement". Note that the First Management Agreement was not approved by the NIGC). We understand that the 2nd Management Agreement is the first agreement approved by the NIGC for any Indian tribe. In general, Southwest was to receive a fee in exchange for constructing, operating, managing and marketing gaming and gaming facilities for the Tribe. Following the approval of the 2nd Management Agreement, the Tribe opened the Lucky Star Bingo and Casino in a temporary facility in Concho, Oklahoma on May 20, 1994.

The 2nd Management Agreement was scheduled to expire after seven (7) years; however, the Tribe and Southwest negotiated and entered into an amended agreement less than two years into the term. The NIGC approved a THIRD AMENDED AND RESTATED GAMING MANAGEMENT AGREEMENT between the Tribe and Southwest dated June 16th, 1995 ("3rd Management Agreement", attached at **Appendix B-3**).

The 3rd Management Agreement generally sets forth that in exchange for a management fee (approximately thirty percent (30%) of net revenue), Southwest would provide capital to build a gaming facility, assist with the construction of a gaming facility, and manage and market the gaming facility and operations. Among other things, Southwest was required to keep financial books and records, and to calculate and pay amounts due to each party under the agreement. The amount due to each party (or distribution) was determined by a contractual calculation based on a management fee percentage that changed over time. The amount distributed to Southwest was its management fee and the amount distributed to the Tribe was gaming revenue.

The 3rd Management Agreement remained in place until at least May 19, 2007. Since its inception, there have been several proposed amendments to the 3rd Management Agreement; however, not all were approved by the NIGC. The following is a summary of the three approved amendments for the 3rd Management Agreement:

- Amendment No. 2 (signed on June 5, 1999) – Extended the term of the agreement by three years (from May 19, 2001 to May 19, 2004) and increased the management fee paid to Southwest to approximately thirty-five percent (35%) of net revenue. Those changes were made in exchange for approximately 50 acres of land near Elk City, Oklahoma given to the Tribe by Southwest (attached at **Appendix B-4**);
- Amendment No. 3 (signed on November 13, 2000) – Extended the scope of the agreement to include a casino in Clinton, Oklahoma (attached at **Appendix B-5**); and
- Amendment No. 7 (signed on September 4, 2003) – Extended the term of the agreement by three years (from May 19, 2004 to May 19, 2007) and lowered the management fee paid to Southwest to approximately twenty percent (20%) of net revenue. Those changes were made in exchange for approximately 1,500 acres of land generally referred to as the Sand Creek Massacre Site in Colorado given to the Tribe by Southwest (attached at **Appendix B-6**).

Unless specifically noted otherwise, references to the 3rd Management Agreement hereafter includes these amendments. There is an Amendment No. 11 to the 3rd Management Agreement that was inappropriately in place during a four (4) month period in 2007. The NIGC reversed its approval in August 2007 following a decision by the Tribal Supreme Court that invalidated the attempted extension in April 2007. These events are discussed in decisions of the Tribal Supreme Court attached at **Appendices B-7, B-8** and **B-9**.

Southwest operated, managed and marketed one casino in Concho, Oklahoma ("Lucky Star Concho") and another casino in Clinton, Oklahoma ("Lucky Star Clinton") (collectively the "Lucky Star Casinos") under the 3rd Management Agreement. The Lucky Star Casinos initially operated as bingo halls and transitioned into Class III gaming facilities (as defined by NIGC) that include gaming machines and card games.

The Lucky Star Casinos have generated hundreds of millions of dollars in revenues. From May 1, 2002 through April 30, 2007 (the five year period leading up the expiration of the 3rd Management Agreement in May 2007), the Lucky Star Casinos distributed approximately $23,000,000 in management fees to Southwest and approximately $77,000,000 to the Tribe.

III. EVENTS LEADING UP TO THE FORENSIC ORDER

From April 19, 1975 to April 4, 2006, the government of the Tribe operated under the CONSTITUTION AND BY-LAWS OF THE CHEYENNE AND ARAPAHO TRIBES OF OKLAHOMA ("Superseded Constitution," attached at **Appendix B-10**). On April 4, 2006, the Tribe ratified the current constitution (CONSTITUTION OF THE CHEYENNE AND ARAPAHO TRIBES ratified on April 4, 2006, hereafter the "Current Constitution", see **Appendix B-11**).

Superseded Constitution (Tribal Council and Business Committee)

Under the Superseded Constitution, the Tribe's government consisted of two (2) branches, the:

1. Tribal Council ("Tribal Council"); and
2. Business Committee ("Business Committee").

The Tribal Council was the governing body of the Tribe composed of all enrolled Tribal members at least eighteen (18) years of age. The Tribal Council generally had authority to approve several matters, including annual budgets, matters related to land claims, legal counsel contracts, tribal membership, and amendments to the Superseded Constitution and district boundaries. Additionally, the Tribal Council had general authority to limit or restrict the powers of the Business Committee. The Business Committee was comprised of eight (8) elected members empowered to act on substantially all matters not specifically vested in the Tribal Council, or required through referendum.

The Tribal Supreme Court stated in its JUDGMENT filed March 23, 2007 in Case No. CNA-SC-07-01 (the Tribal Supreme Court's "07-01 Judgment", attached at **Appendix B-12**) that "as a practical matter, the Business Committee...exercised virtually all of the governmental powers of the Tribes." The contention over this power dates back to at least 1993 when threats of legal action were made at a community meeting regarding whether the Business Committee could enter into a gaming management contract without the approval of the Tribal Council.

Gaming Revenue

From at least the late 1990s through the ratification of the Current Constitution in 2006, there were concerns that the members of the Business Committee ("Business Committee Member(s)") inappropriately used this power to control the gaming management contracts with Southwest, and improperly used the Lucky Star Casinos' monies.

IGRA requires tribe's gaming ordinance to set forth the uses of gaming revenues and that the money be used for the following purposes (refer to www.nigc.gov):

- to fund tribal government operations or programs;
- to provide for the general welfare of the Indian tribe and its members;
- to promote tribal economic development;
- to donate to charitable organizations; or
- to help fund operations of local government agencies.

However, IGRA also establishes that a tribe may use gaming revenue to make per capita payments (i.e. individual payments to tribal members), if, among other things, a tribe has submitted a gaming revenue allocation plan ("GRAP") to, and received approval from, the NIGC. Consequently, absent a GRAP, a tribe's gaming ordinance generally establishes how the money is to be used.

In 2004, following several years of governmental power disputes, the Tribe submitted and received approval of its GRAP from the NIGC. Prior to then, the Gaming Ordinance established how the Tribe's gaming revenues were to be used. This provided the Tribe's Gaming Commission with authority, and correspondingly responsibility, to regulate the Tribe's use of Lucky Star Casinos' monies.

In addition to the powers afforded to the Business Committee related to the Lucky Star Casinos monies, the Business Committee had influence over the Gaming Commission. Per the Gaming Ordinance, the Gaming Commission "shall consist of three (3) board members ***appointed by the Business Committee***". [***emphasis added***] From approximately 1996 to June 2005, it was comprised of two commissioners ("Gaming Commissioner(s)") and one attorney ("Prior Gaming Commission Attorney"). From approximately June 2005 to January 2008, it was only comprised of the two (2) Gaming Commissioners, although it has been alleged that, in at least 2007, the Gaming Commission was effectively run by one Gaming Commissioner ("Sole Gaming Commissioner").

Effectively, prior to the approval of the GRAP and the ratification of the Current Constitution, the Business Committee influenced or controlled Southwest's activities under the 3rd Management Agreement, the distribution or use of the Tribe's gaming revenues, the Lucky Star Casinos and the Gaming Commission. There have also been allegations that the Gaming Commission and its members had conflicts of interest with the Business Committee and Southwest, and were inappropriately paid with the Lucky Star Casinos' monies. In addition, multiple Business Committee Members that served during this time have since been indicted, pled guilty or have been convicted of crimes, including embezzlement and corruption related to gaming revenue. Over the years, the Tribe received multiple communications from the NIGC regarding violations of IGRA relating to both the Lucky Star Casinos and the Gaming Commission.

Governmental Power Disputes: 2004 - 2006

Starting in approximately 2004, two (2) members of the thirty-fourth (34th) Business Committee joined efforts to improve the Tribe and its use of the Lucky Star Casinos' monies. However, certain events occurred that limited their ability to make improvements. Some of these issues were raised to the Tribal Supreme Court. The Tribal Supreme Court stated in its 07-01 Judgment:

- "a quorum of five of the eight Business Committee [Members] was required to lawfully transact business at Business Committee meetings";

- "for most practical purposes, the 1975 Constitution…created an omnipotent one-branch tribal government…in which any four of the eight Business Committee [Members] could prevent that Committee from ever meeting", and further, "were that not enough, in 2002 the then-current Business Committee Chairman (with support of two former Chairmen) took the position in open court that…any Chairman could also *independently* prevent the Business Committee from ever conducting a meeting by simply refusing to call one";
- "the thirty-fourth [(34th)] Business Committee had apparently failed to lawfully convene during the entirety of its two-year existence"; and
- "So while some Business Committee [Members] either 'strategically' or through simple neglect-of-duty refused to participate in the convening of constitutionally required meetings (and consequently the Business Committee could not lawfully convene), some [Business Committee Members] (and/or others) embezzled or otherwise diverted tribal funds while the Business Committee as an entity did absolutely nothing at all."

In response to the efforts of the (2) new Business Committee Members seeking to make improvements, the remaining Business Committee Members from the thirty-third (33rd) Business Committee apparently resisted reform. We understand that the Federal Bureau of Investigation ("FBI") has performed investigations into the acts of certain members of the thirty-third (33rd) Business Committee; and subsequently, some have been indicted, convicted or have pled guilty to crimes, including embezzlement and corruption.

The Tribal Supreme Court in the 07-01 Judgment, summarized some of these events by stating that the Tribe's effective "one-branch, Business Committee-type government…had proven ineffective at preventing corruption, and...tempted far too many Business Committee Representatives into self-interested 'gaming' of the system, passive-aggression, and the ultimate abandonment of their responsibilities to the Tribes."

Current Constitution (Four Separate Branches of Government)

On April 4, 2006, the Tribe ratified the Current Constitution establishing four (4) separate branches of government, the:

1. Tribal Council ("Tribal Council" hereafter);
2. Legislative Branch (collectively, "Legislature," or if an individual, "Legislator(s)");
3. Executive Branch (collectively, "Executive Branch," or if an individual "Governor," "Lt. Governor," or "Treasurer"); and
4. Judicial Branch ("Tribal Court" and the "Tribal Supreme Court").

Please refer to the Current Constitution attached as **Appendix B-11** and the Tribal Supreme Court's decisions at **Appendices B-7** and **B-12** for information regarding the powers afforded to the Tribe's branches of government.

Governmental Power Disputes: 2006 - 2007

Numerous disputes arose after the adoption of the Current Constitution, including disagreements about the powers of each branch of government and the management of gaming activities and revenues. Some of the matters related to authorities provided under the Superseded Constitution as compared to the Current Constitution. Southwest and the NIGC were involved in some of these disputes from 2006 to 2007. The

Tribal Court, and ultimately the Tribal Supreme Court, ruled on many of these issues. The Tribal Supreme Court found in its 07-01 Judgment that:

> "...the [Current Constitution] is not the [Superseded Constitution]. The new structure of government is not the old structure of government. The new Legislature is not the old Business Committee. The new Governor is not the old Business Manager. The new Treasurer is not the old Treasurer".

There were dozens of allegations, disputes and lawsuits during 2006 to 2007. Many of them were raised to the Tribal Supreme Court; and many have since been resolved. A substantial portion of these matters related to:

1. The Gaming Commission, its membership and alleged conflicts of interest with the Business Committee, the Legislature and Southwest;
2. The improper control and alleged misuse of the Tribe's Gaming Revenue (after receipt of distribution from the Tribe's casinos); and
3. The 3rd Management Agreement with Southwest that was scheduled to expire on May 19, 2007, and alleged bad acts by Southwest.

Forensic Order

These matters resulted in formal and informal actions, inquiries and investigations into the actions of certain members of the Tribe, Tribal government, Gaming Commission and of the Lucky Star Casinos and Southwest, among others. We understand that these numerous and ongoing allegations and disputes lead, in part, to the Tribal Court Order issued January 19, 2007, "...that a complete forensic audit occur of the Gaming Commission and Gaming Revenues and Lucky Star and Other [Southwest casinos operating for the Tribe]" (Case No. CNA-CIV-07-04, attached at **Appendix B-13**, the "Tribal Court Forensic Order"). Subsequent to the Tribal Court Forensic Order, we understand that several disputes and items have been resolved.

On October 10, 2007, the Tribe's Supreme Court adopted the Tribal Court's Forensic Order "...to the extent that the [Tribal Court's]...January 19 Order directing 'that a complete forensic audit occur of the Gaming Commission and gaming revenues and Lucky Star and other casinos operating for the [Tribe]' has not been complied with *in its entirety*." This order of the Tribe's Supreme Court is the "Forensic Order" defined above. Subsequent to the Forensic Order, we understand that even more disputes and items have been resolved (attached at **Appendix B-1**).

The following provides a summary of our understanding of events and resolutions associated with the Tribal Court Forensic Order or the Forensic Order (bold items refer to terms used in the orders):

1. **Gaming Commission** - The Gaming Commission, its membership and alleged conflicts of interest with the Business Committee, the Legislature and Southwest;
   - We understand this has not been completely resolved; and therefore has been included in the scope of our procedures.
2. **Gaming Revenue** - The control and misuse of the Tribe's Gaming Revenue (after receipt of distribution from the Tribe's casinos);
   - On March 23, 2007, subsequent to the Tribal Court Forensic Order, the Tribal Supreme Court issued the 07-01 Judgment (attached at **Appendix B-12**) that established under the

The accompanying Transmittal Letter dated August 18, 2008, and the accompanying Appendices are integral parts of this Report.

Current Constitution that the Treasurer was to be in the Executive Branch and the Lucky Star Casinos' monies should be sent to the Treasurer in the Executive Branch.

- On May 27, 2008, subsequent to the Tribal Supreme Court Forensic order, the NIGC issued its "Revenue Allocation Plan Investigation Report."
- We understand this part of the Forensic Order has been addressed; and therefore, has not been included in our procedures.

3. **Lucky Star Casinos** - The 3rd Management Agreement with Southwest that was scheduled to expire on May 19, 2007, and alleged bad acts by Southwest; and
   - We understand this has not been completely resolved; and therefore, has been included in the scope of our procedures.
4. **Other Casinos**
   - Due to inconsistencies between the Tribal Court Forensic Order and the Forensic Order, the significance of the Lucky Star Casinos to the Tribe, and our understanding that the FBI has investigated other casinos of the Tribe, we therefore, did not include other casinos in our procedures.

SCOPE OF SERVICES AND WORK PERFORMED

I. SCOPE OF SERVICES

Grant Thornton was engaged January 3, 2008, by the Executive Branch of the Cheyenne and Arapaho Tribes to perform a forensic investigation related to the Forensic Order (Case No. CNA-SC-07-03, attached as **Appendix B-1**). We have prepared this report at the request of the Honorable Governor Flyingman.

As described above, the scope of our procedures included the following items:

- **Gaming Commission** - The Gaming Commission, its membership and alleged conflicts of interest with the Business Committee, the Legislature and Southwest; and
- **Lucky Star Casinos** - The 3rd Management Agreement with Southwest that was scheduled to expire on May 19, 2007 and alleged bad acts by Southwest.

II. WORK PERFORMED

We performed our work in a four (4) phase process as follows:

- Phase I: Information Gathering & Planning;
- Phase II: Preliminary Investigation & Analysis;
- Phase III: Investigation & Findings Analysis; and
- Phase IV: Reporting of Findings.

In connection with our Services, we obtained an understanding of the gaming history of the Tribe and the events leading up to the issuance of the Forensic Order. Using this knowledge we identified the scope of our investigative procedures as described above. We then requested relevant information available through the Executive Branch to perform our procedures, including without limitation official records, agreements, computers and electronic data, reports, regulatory communications, public litigation documents and correspondence, the Lucky Star Casinos books, records and financial statements, and other materials. In addition, we interviewed the Tribe's and the Lucky Star Casinos' officials, management and employees. The information we considered dated from the early 1990's, and we completed our fieldwork on August 3, 2008.

In summary, we identified, obtained, considered and analyzed the following information:

- Tens of thousands of pages of hard copy documents;
- Over 30 gigabytes (approximately over 2.25 million pages) of e-mail data;
- Over 1,700 gigabytes of data on individually used computer hard drives;
- Over 30 gigabytes of data hosted on computer servers;
- Approximately 400,000 general ledger accounting entries for the Lucky Star Casinos; and
- Over 100 hours of interviews.

In certain cases, we were unable to obtain requested information and/or interview persons believed to have information potentially relevant to our work. These situations are described in the following **Limitations** section.

The accompanying Transmittal Letter dated August 18, 2008, and the accompanying Appendices are integral parts of this Report.

III. LIMITATIONS

A forensic investigation requires professional judgment regarding, among other matters, the nature, timing and extent of procedures to be performed; the weight, quality and reliability of evidential matter; and the cost versus benefit of acquiring and testing evidence.

The information supporting our analysis was obtained during the performance of our procedures and through discussions with Tribal officials, management, employees and other parties. Unless otherwise noted herein, we have not performed any procedures to corroborate the completeness or accuracy of the information or the explanations provided to us.

Certain information requested for our procedures was not produced to us for a variety of reasons, including certain documents in the possession of governmental or regulatory bodies. Additionally, in our experience, certain types of older records are unavailable. Generally, more recently prepared information was readily available and stored in electronic form as compared to older materials that were mostly hard copy. The form, availability and completeness of information were taken into consideration during the course of performing our procedures and significant limitations are reported herein.

In addition, we requested interviews from certain individuals believed by us to have information and materials potentially relevant to our work that we were unable to conduct. These requested but unsuccessful interviews are summarized below.

Legislature

We requested an interview with a current member of the Legislature that was refused (other members of the Legislature were interviewed). This individual initially agreed to meet with us, but subsequently denied our request for an interview.

Gaming Commission

We requested an interview with the individual whom we understood was the sole member of the Gaming Commission prior to January 2008 (defined above and hereafter as the "Sole Gaming Commissioner"); however, this individual denied our request. We did interview two (2) employees of the Gaming Commission.

In addition, we requested Gaming Commission documents believed to be in the possession of the Sole Gaming Commissioner that were not available at the Gaming Commission's office. We were informed that Sole Gaming Commissioner removed certain documents and data from the Gaming Commission office prior to his/her departure from the Gaming Commission. We requested the return of these alleged improperly removed documents from the Sole Gaming Commissioner; however, we understand the Sole Gaming Commissioner did not respond and that these records have not yet been recovered. In addition, we understand that members and employees of the Gaming Commission worked remotely from the Gaming Commission offices. In connection with these remote activities, it is possible that certain information requested by us is maintained off site from the Gaming Commission offices that also was not produced to us.

We requested access to the computers used by the Gaming Commission members and employees in order to obtain a forensic copy of the hard drive data for analysis. We were permitted access and made forensic copies of the computer hard drives provided to us. Through our analysis, we discovered that a Gaming

Commission employee, whom we understand is a family relative of the Sole Gaming Commissioner, used scrubbing software in an attempt to destroy data on the hard drives of two computers. Both computer drives subjected to the scrubbing software had limited recoverable data for our analysis. Additionally, we were unable to recover any e-mail for the Sole Gaming Commissioner, or any other employee of the Gaming Commission.

Southwest

We requested interviews from officials of Southwest, and we requested information believed to be in the possession of Southwest related to our investigation. Southwest communicated that they would not comply with either request.

We sought to conduct interviews of the previous General Manager of the Lucky Star Casinos hired by Southwest. We did not receive a response to our request.

Lucky Star Casinos

We requested interviews with former Lucky Star Casinos' management and employees, including without limitation the former Assistant General Manager. We did not receive a response to any of our requests.

We performed a forensic analysis of electronic e-mail communications for Southwest management and employees, and the other employees of the Lucky Star Casinos. However, we found that the Lucky Star Casinos did not use a centralized e-mail system (*e.g.*, MS Outlook). Instead, we understand that management level personnel used web-based e-mail systems (*e.g.*, Yahoo, Hotmail, etc.). We found web-based e-mail more difficult to obtain, and consequently, we had a limited amount of e-mail available for analysis.

The Lucky Star Casinos current accounting software package was implemented in approximately April 2006. Due to difficulties recovering and converting accounting data processed by the software package in place prior to this time, we did not analyze this data. In addition, documentation supporting accounting transactions prior to 2006 was stored at a number of off-site locations, making identification, recovery and retrieval of relevant information more difficult. Therefore, in certain instances, our requests were more targeted.

The accompanying Transmittal Letter dated August 18, 2008, and the accompanying Appendices are integral parts of this Report.

SUMMARY OF FINDINGS AND OBSERVATIONS

As stated above in the **SCOPE OF SERVICES AND WORK PERFORMED** section, we performed our investigative procedures related to:

- **Gaming Commission** - The Gaming Commission, its membership and alleged conflicts of interest with the Business Committee, the Legislature and Southwest; and
- **Lucky Star Casinos** - The 3rd Management Agreement with Southwest that was scheduled to expire on May 19, 2007 and alleged bad acts by Southwest.

We have not set forth to determine, nor does this Report document, any legal opinions, interpretations or conclusions related to statute, contract, constitutional or any other laws or regulations.

However, as part of our procedures, we sought to evaluate information against a standard, provision, law, agreement or other measure. For the Gaming Commission we evaluated information against the Gaming Ordinance which establishes the duties of the Gaming Commission and its members. For the Lucky Star Casinos and the alleged bad acts by Southwest, we evaluated information against the 3rd Management Agreement.

As part of the 3rd Management Agreement, Southwest was required to "...manage [the Lucky Star Casinos] on behalf of the Tribe in compliance with (i) the terms of [the 3rd Management Agreement]; (ii) In accordance with [IGRA] or other applicable Tribal and/or Federal law; and (iii) In accordance with the [Gaming Ordinance]." Further, the 3rd Management Agreement also states that Southwest "agrees that no payments have been and no payments will be made to any elected member of the Tribal government or the relative of any elected member of the Tribal government for the purpose of obtaining or maintaining the contract or any other privilege for [Southwest]."

In connection with Southwest's compliance with IGRA, we understand the NIGC issued a letter dated November 8, 2007 regarding the "Undue Influence Allegations", specifically that "the Chairman of the NIGC shall not approve any contract if [the Chairman] determines that the management contractor has, or has attempted to, unduly interfere or influence for its gain or advantage any decision or process of tribal government relating to the gaming activity." We understand the "Undue Influence Allegations" include claims of improper payments to the Gaming Commission and elected members of the Tribe's government, and that Southwest was inappropriately involved in the Tribe's internal politics and governmental activities related to extending the 3rd Management Agreement.

Consistent with our scope of work described above, and considering the alleged improper influence matters, we presented our findings in the following three (3) categories:

1. **Gaming Commission** – Compliance with the Gaming Ordinance and alleged conflicts of interest;
2. **Lucky Star Casinos** – Compliance with the 3rd Management Agreement and alleged bad acts by Southwest; and
3. **Lucky Star Casinos** – Compliance with the 3rd Management Agreement and IGRA related to extensions of management contracts.

Please note that certain observations and findings relate to one or more than one of the findinds categories above, and are not mutually exclusive.

The accompanying Transmittal Letter dated August 18, 2008, and the accompanying Appendices are integral parts of this Report.

We found that the evidence supports that:

1. **Gaming Commission** - Prior to the appointment of three (3) new members of the Gaming Commission in January 2008, the Gaming Commission:
   - Did not comply with the Gaming Ordinance (see **Appendix B-2**), that sets forth, among other things, in **Section 202. Gaming Board Duties,** that the "[Gaming Commission] be charged with the responsibility of administering and enforcing the provisions of the Gaming Ordinance]", and
   - Had conflicts of interest with the Prior Gaming Commission Attorney, the Business Committee, the Legislature and Southwest.

2. **Lucky Star Casinos** – Southwest:
   - Did not comply with the 3rd Management Agreement, including the Gaming Ordinance, IGRA as integral parts of the agreement; and
   - Had conflicts of interest with, and made inappropriate payments to, the Prior Gaming Commission Attorney, the Business Committee and the Legislature.

3. **Lucky Star Casinos** – Southwest:
   - Did not comply with IGRA by "attempt[ing] to, unduly interfere or influence for its gain advantage [the] decision or process of [the Tribe's] government related to the [Lucky Star Casinos]"; and
   - Did not comply with the 3rd Management Agreement as a result of:
     i. IGRA violations; and
     ii. Inappropriate payments and participation in the Tribe's governmental activities during or around the amendments to the 3rd Management Agreement.

The accompanying Transmittal Letter dated August 18, 2008, and the accompanying Appendices are parts of this Report.

FINDINGS AND OBSERVATIONS

1. Gaming Commission – Compliance with the Gaming Ordinance and alleged conflicts of interest

We found that the evidence supports that:

Prior to the appointment of three (3) new members of the Gaming Commission in January 2008, the Gaming Commission:

- Did not comply with the Gaming Ordinance (see **Appendix B-2**), that sets forth, among other things, in **Section 202. Gaming Board Duties,** that the "[Gaming Commission] shall be charged with the responsibility of administering and enforcing the provisions of [the Gaming Ordinance]", and
- Had conflicts of interest with the Prior Gaming Commission Attorney, the Business Committee, the Legislature and Southwest.

In connection with the preceding, we understand the following allegations have been made:

- The Gaming Commission historically did not demonstrate a high standard of regulatory oversight, or carry out its duties as established in the Gaming Ordinance;
- In the recent years prior to the appointment of three (3) new Gaming Commissioners in January 2008, the Gaming Commission was substantially run by one Gaming Commissioner, even though the Gaming Ordinance requires three (3) Gaming Commissioners;
- Conflicts of interest existed, and inappropriate payments were made, between the Gaming Commission, the Prior Gaming Commission Attorney, Southwest, the Business Committee and the Legislature;
- Lack of proper and timely processing and approval of gaming licenses;
- Southwest inappropriately paid the expenses of the Tribe's Gaming Commission, including travel expenses; and
- The Tribe's Gaming Commission was not "utilizing legal services judicially".

Our procedures were designed, in part, to address these allegations. The evidence and our analysis support the allegations and that prior to January 2008:

The Gaming Commission did not fulfill its regulatory oversight responsibilities. The Gaming Commission, including the Prior Gaming Commission Attorney, had conflicts of interest with Southwest, the Business Committee and the Legislature. In at least 2007, the Gaming Commission was effectively run by the Sole Gaming Commissioner. In addition, the Gaming Commission was notified by 2005 of allegations that the Lucky Star Casinos' monies were being misused; however, we were unable to find any information that indicated the Gaming Commission appropriately responded to these allegations. Further, following this notice, the Lucky Star Casinos' monies continued to be misused.

Licensing and Taxes

The Gaming Commission historically did not regulate or comply with the provisions of the Gaming Ordinance related to gaming licenses. The Gaming Commission failed to collect, and Southwest failed to pay, license fees required by the Gaming Ordinance. Further, the Tribe received multiple

notices of licensing violations, and we understand the Tribe recently settled with the NIGC [illegible] of these violations.

The Gaming Ordinance requires the Lucky Star Casinos, and consequently Southwest [illegible] employee and machine licensing fees to the Tribe's Tax Commission. Gaming license fees [illegible] collected only for employees that were ***approved*** by the Gaming Commission. However, [illegible] Gaming Ordinance, "each ***application*** for an initial or renewal license shall be accompanied [illegible] payment of the license fee." [***emphasis added***] This caused the Lucky Star Casinos to [illegible] some cases all together avoid, paying some taxes. Consequently, Southwest's management [illegible] higher and amounts owed to the Tribe's Tax Commission were not paid.

From May 2005 to May 2007, licensing fees were not paid. Once this failure to comply was identified, approximately $65,000 due was paid by the Lucky Star Casinos. However, when the expense was paid on May 3, 2007 (during the 2007 disputes related to the extension of Southwest's 3rd Management Agreement) it was inappropriately recorded as an amount due to the Lucky Star Casinos; rather than an expense. If it was appropriately recorded as an expense, it would have lowered the management fee Southwest received for May 2007. The $65,000 payment was reclassified as an expense of the Lucky Star Casinos, but not until after Southwest was removed as the manager and consequently Southwest' management fee was not reduced by this amount.

Gaming Commission Expenses & Travel

The Gaming Commission was inappropriately funded by Southwest using the Lucky Star Casinos monies, which threatened its ability to independently regulate the Lucky Star Casinos. Following the Governor's request to stop funding the Gaming Commission in May 2006, the Lucky Star Casinos monies were used to pay travel costs of the Gaming Commission and its attorney. Allegedly, Southwest inappropriately provided cash to certain tribal members for ***claimed travel*** expenses including the Gaming Commissioners.

However, as discussed below, some payments to tribal officials were subsequently reported as ***income*** to the individual. Employees and commissioners of the Gaming Commission received Internal Revenue Service Forms 1099-Misc (miscellaneous income form) from the Lucky Star Casinos. The Lucky Star Casinos issued these forms to individuals that received cash for ***travel expenses***, but did not provide receipts or support for the claimed travel.

In 2004 and 2005 alone, (following a three (3) year extension of the 3rd Management Agreement with Southwest in the fall of 2003, during the implementation of the GRAP and during the period of "neglect" by the Business Committee described above in the **Introduction** section) the Lucky Star Casinos, through its manager Southwest, issued two (2) IRS Forms1099-Misc totaling approximately $36,000 to the Sole Gaming Commissioner and two (2) totaling approximately $29,000 to the Gaming Commissioner for ***claimed but unsupported*** travel. These amounts were reported as expenses in the financial statements provided to the Lucky Star Casinos' external auditors and the NIGC; however, they were reported as income to the IRS.

An employee of the Gaming Commission informed us that certain Gaming Commission travel included personal non-gaming related travel. Another employee of the Gaming Commission informed us that the Sole Gaming Commissioner had an expectation of travel from Southwest

would be missed once Southwest was gone. This comment by an employee of the Gaming Commission is consistent with comments from employees of the Lucky Star Casinos.

Conflicts of Interest

The Prior Gaming Commission Attorney worked with the Gaming Commission from approximately 1996 to June 2005. The Prior Gaming Commission Attorney was involved in many activities unrelated to the Tribe that appear to be conflicts of interest. The activities with the Tribe date back to at least the early 1990's, and have involved multiple disputes regarding the payment of legal fees.

Potential conflicts of interest of the Prior Gaming Commission Attorney include:

- A side entertainment business with the previous General Manager of the Lucky Star Casinos hired by Southwest ("Southwest's GM"). In addition, another individual involved in this side business previously worked for a vendor of the Lucky Star Casinos and was a family relative of Southwest's GM;
- Involvement with Southwest's gaming ventures for other tribes; and
- In February 2005, the Prior Gaming Commission Attorney informed the Gaming Commission that:

> "[the Prior Gaming Commission Attorney] believe[d] that the NIGC would like to close [Lucky Star Casinos] because they believe the Tribe is negatively portraying Indian Gaming to the public by spending the money in a fashion they believe inappropriate. The problem is as long as the Tribe is following the rules and regulations they can spend the money however they want to and since most of the money goes to general welfare its not even taxable. Therefore, they are using any means possible including getting between long-standing fiduciary relationships of the Tribe[,] [Southwest] and their attorneys to accomplish the goal they believe is in the best interest of everyone involved including the industry as a whole."

- In 2007, the Prior Gaming Commission Attorney represented the Legislature and the Lucky Star Casinos at the same time, received approximately $350,000 from the Lucky Star Casinos and worked with a lobbyist hired by Southwest to extend Southwest's 3rd Management Agreement (these events are discussed below); and
- Received over $1,200,000 in total from the Lucky Star Casinos from 2001 to 2007.

The Sole Gaming Commissioner is married to a member of the Business Committee and current member of the Legislature. During 2007, this Legislator was involved in the events related to the extension of Southwest's 3rd Management Agreement and the multiple attempts to recall the Governor with the Prior Gaming Commission Attorney and Southwest.

Following the removal of Southwest in August 2007, the Sole Gaming Commissioner attempted to order Southwest to continue operating the Lucky Star Casinos and revoked the gaming license of the individual appointed to manage the Lucky Star Casinos after Southwest. These attempts were in direct contradiction of the NIGC's and the Tribal Supreme Court's decisions. The Tribal Supreme Court stated that certain actions of the Sole Gaming Commissioner were "unconstitutional", and it took "judicial notice that the [Tribe's Gaming Commission's] ***ultimate conclusions (if not every***

subcomponent of its reasoning) are not materially distinguishable from Southwest [*emphasis added*] (attached at **Appendix B-8**)

2. Lucky Star Casinos – Compliance with the 3rd Management Agreement and alleged bad acts by Southwest

We found that the evidence supports that Southwest:

- Did not comply with the 3rd Management Agreement, including the Gaming Ordinance and IGRA as integral parts of the agreement; and
- Had conflicts of interest with, and made inappropriate payments to, the Prior Gaming Commission Attorney, the Business Committee and the Legislature.

In connection with the preceding, we understand the following allegations have been made:

- Lucky Star Casinos' monies were misused;
- Southwest breached the 3rd Management Agreement; and
- Southwest had conflicts of interest with the Gaming Commission, the Business Committee, and the Legislature.

Our procedures were designed, in part, to address these allegations. The evidence and our analysis support the allegations and that:

> Lucky Star Casinos' monies were inappropriately used by, advanced or provided to elected officials of the Tribe's government, the Gaming Commission and Southwest in violation of the 3rd Management Agreement. Additionally, money required to be paid to the Tribe's government from Lucky Star Casinos was not paid.
>
> **General Responsibilities, General Manager & Fiduciary**
>
> The 3rd Management Agreement generally sets forth that Southwest had complete responsibility to manage the Lucky Star Casinos in compliance with laws and regulations, was responsible for the appropriate use and accounting of the Lucky Star Casinos monies, had a fiduciary duty to the Tribe, and was responsible for selecting and employing a General Manager. This General Manager generally had the same responsibilities under the 3rd Management Agreement as Southwest. Specifically, sections 1.9, 2.1, 3.2, 3.2.A and 5.3 of the 3rd Management Agreement state:
>
> > General Responsibilities of [Southwest]
> >
> > > "...manage [the Lucky Star Casinos] on behalf of the Tribe in compliance with (i) the terms of [the 3rd Management Agreement]; (ii) In accordance with [IGRA] or other applicable Tribal and/or Federal law; and (iii) In accordance with the [Gaming Ordinance]."
> >
> > Fiduciary Relationship of Manager to Tribe
> >
> > > "In the carrying out of Manager's duties and responsibilities under this agreement, Manager acts as the fiduciary of Tribe and shall be held to the traditional standards of a fiduciary therein."

Manager's Representative

> "[Southwest] shall appoint and hire as its representative on site the General Manager…"

[Southwest's] Representative – General Manager

> "General Manager of the Facility with primary authority over all other employees and who will make, or delegate to an appropriate staff-member responsibility and authority for the making of all day-to-day business decisions required at the Facility. The General Manager shall have ultimate authority over such delegated tasks and shall adequately supervise and monitor same to secure the successful exercise of such authority by his staff."

General Manager

> "General Manager" shall mean the person selected by [Southwest] and approved by the Tribal Representative, who is experienced in the operation, maintenance and ***accounting*** for a Gaming Operation. Such General Manager shall be employed by [Southwest] and shall be the person responsible for and with the necessary authority for carrying out the duties and responsibilities of [Southwest] as set forth herein in connection with the operation of the [Lucky Star Casinos]. The General Manager shall be engaged during the term of this agreement. [***emphasis added***]

Southwest appointed a General Manager of the Lucky Star Casinos that served in this role from the 1990s until the removal of Southwest in August 2007 (defined above and hereafter as "Southwest's GM"). Southwest's GM operated the Lucky Star Casinos on behalf of Southwest and was also a Vice President of Southwest. Other executives of Southwest ("Southwest Executives") have been involved in the operations and accounting of the Lucky Star Casinos since the start of the Lucky Star Casinos in the early 1990s.

Some management decisions were made by Southwest Executives and others by Southwest's GM. Southwest's GM was knowledgeable of, and made management decisions about, the Lucky Star Casinos operations and monies; however, this individual was not knowledgeable about accounting and financial reporting. Consequently, Southwest Executives oversaw and directed the accounting and financial reporting of the Lucky Star Casinos. (see "**Accounting, Financial Reporting & Uses of Money**" section below)

Even though Southwest's GM was paid to manage the Lucky Star Casinos, he/she did not dedicate all of his/her efforts to the Lucky Star Casinos. Southwest's GM was also a Vice President of Southwest, and the Chairman of the Oklahoma Indian Gaming Association ("OIGA"). In addition, as noted above, this individual had a separate business together with the Prior Gaming Commission Attorney and a prior representative of a Lucky Star Casinos vendor, who is a family relative. We also discovered a number of other relationships and activities indicative of conflicts of interest and self-dealing, including associated misuses of the Lucky Star Casinos' monies.

In connection with the role as a Vice President of Southwest, Southwest's GM (or Southwest Executives) directed employees of the Lucky Star Casinos to perform work related to other ventures

of Southwest, including other Indian tribe casinos. The Prior Gaming Commission Attorney was also involved with Southwest in these efforts. The Lucky Star Casinos' monies were used to pay the time and expenses incurred for these efforts. In most cases, Southwest repaid the Lucky Star Casinos; however, not all of the costs were repaid and the Tribe's distribution of money from the Lucky Star Casinos was lower as a result.

In connection with Southwest's GM's executive role with OIGA, he/she inappropriately directed the Lucky Star Casinos to pay operating expenses of the OIGA, including over $20,000 for a vehicle. The OIGA failed to repay all of the amounts advanced by the Lucky Star Casinos. These types of transactions significantly increased in 2007 during the allegations of wrongdoing by Southwest and during Southwest's attempts to extend the 3rd Management Agreement. However, even if these expenses are later deemed to be appropriate, they were recorded in a manner that caused Southwest's management fee to be higher than it should have been.

Accounting, Financial Reporting & Uses of Money

Certified Public Accountant

The 3rd Management Agreement states in section 4.1.A that:

> Certified Public Accountant
>
> > "[Southwest] shall employ, as an Operating Expense, a bookkeeper, certified public accountant or accounting firm to ***oversee the performance of such accounting tasks as are required to meet the requirements of [the 3rd Management Agreement]***, and in order to assist [Southwest] ***with the financial information needed to fully and properly carry out the general duties and responsibilities of [Southwest] hereunder.*** [Southwest] shall design and install systems for insuring the security of all funds and maintain and police such systems as [Southwest] sees fit." [***emphasis added***]

Dating back to the early 1990s, a Southwest Executive was involved with and functioned in this role. This Southwest Executive is a Certified Public Accountant and was involved with the budgeting, financial reporting and overall responsibility for accounting and financial reporting.

Southwest hired an individual to fulfill the general daily accounting duties of the Lucky Star Casinos ("Accounting Manager"). The Accounting Manager acted as the bookkeeper since the 1990s. This individual had very specific and detailed knowledge, information and documentation of the financial activity, cash payments and operations of the Lucky Star Casinos. The Accounting Manager referred to the Southwest Executive for technical financial and accounting guidance and compliance.

Collection, Deposit and Disbursement

The 3rd Management Agreement required Southwest to properly collect, deposit, disburse and report gaming revenue. Southwest misused the Lucky Star Casinos' monies for payments to officials of the Tribe, to fund Southwest's own activities and to influence the Business Committee and the Legislature to support and approve extensions to its 3rd Management Agreement.

The timing of some of these events corresponds with political events in the Tribe and amendments to the 3rd Management Agreement. Additionally, Southwest repaid certain amounts immediately prior to year end making the balance $0 for the financial statement audit.

The 3rd Management Agreement section 3.4.C states that:

> Collection, Deposit and Disbursement of Revenues
>
> > "As Tribe's Independent Contractor, [Southwest] shall collect, receive and account for, on behalf of Tribe, all revenues generated and resulting from the operation of the Gaming Facility. Such revenues shall be deposited into an account or accounts of the Gaming Operation with such bank or banks as [Southwest] may choose, with the approval of Tribe, with the sole signatories to be [Southwest] or [Southwest's] duly authorized representatives designated for those purposes. ***[Southwest] is hereby authorized to make all such disbursements and expenditures as are necessary*** from said account in order to fund all Gaming Operations and other expenses related to the Gaming Facility, including, but not limited to, Operating Expenses and non-gaming operation expenses: and the disbursement of Net Revenues and Non-Gaming Net Revenues due Tribe and [Southwest]. ***All such expenditures and disbursements shall be clearly represented within and on the regular monthly financial statement or report provided by [Southwest] to Tribe*** as more specifically set forth herein below." [***emphasis added***]

In violation of the 3rd Management Agreement, accounts and disbursements were not "***clearly represented within and on the regular monthly financial statement or report provided by [Southwest] to [the Tribe]***." Two (2) receivable accounts (i.e. amounts reported as advances due to the Lucky Star Casinos) were used by Southwest and Southwest's GM for inappropriate activity, including commingled expenditures and interest free advances of money for Southwest's benefit. The two accounts Southwest used were named "A/R – Southwest Casino" and "A/R – Other".

Generally, the Lucky Star Casinos were to be repaid by Southwest or other parties for amounts recorded, although certain amounts remained uncollected at Southwest's departure. These two (2) accounts included the following activity:

- Travel expenses for Legislators and the Tribal Council Coordinator;
- Expenses for meetings (generally referred to as "Southwest Community Meetings") occurring during the events from 2006 to 2007 related to the extension of the 3rd Management Agreement;
- Expenses for Southwest's other Indian gaming activities unrelated to the Tribe, including the time and expense for the Lucky Star Casinos' employees efforts for these activities;
- Expenses of the OIGA, including over $20,000 for a car;
- Licensing fees due to the Tribe's Tax Commission (discussed above in finding "**1. Gaming Commission**"); and
- Expenses for an attorney that filed a petition to assist Southwest with obtaining an extension to the 3rd Management Agreement.

Even if these are later deemed appropriate, the uncollected amounts caused Southwest's management fee to be higher than it otherwise would have been. In the weeks following Southwest's departure in August 2007, approximately $90,000 in the "A/R – Other" account was written-off as uncollectible, but only lowered the amount paid to the Tribe (with no impact to Southwest).

In addition, as stated above, the Gaming Commission was inappropriately funded by the Lucky Star Casinos. Even if these disbursements are later deemed appropriate, the funding activity was reported inconsistently for approximately two (2) years and benefited Southwest. During this time, approximately $380,000 was recorded as a receivable owed by the Gaming Commission to the Lucky Star Casinos (using the account named "A/R – Gaming Commission"). This amount was not included in the calculation of Southwest's management fee until it was ultimately written-off as an expense after Southwest's management fee percentage was lowered from 30% to 20%.

Even though Southwest used multiple receivable accounts, the Lucky Star Casinos' monthly financial statement provided to the Tribe by Southwest only reported one (1) accounts receivable named "Accounts Receivable – Net", thereby omitting the names of the "A/R – Southwest Casino", "A/R – Other" and "A/R – Gaming Commission."

Distribution of Profits

Southwest distributed the Tribe's distribution and its management fee in violation of the 3rd Management Agreement. The 3rd Management Agreement states:

> Section 5.2 – Distribution of Profits
>
> > *"**The distribution of profits shall be made within twenty (20) days of the close of each calendar month, following calculation of Net Revenues and Non-Gaming Net Revenues by Manager*** and ***after report of said calculations*** and the resulting distribution plan is delivered to Tribe. All payments to the Tribe of its share of Net Revenues and Non-Gaming Net Revenues or its guaranteed payment shall be deposited as instructed, in writing, from time to time." ***[emphasis added]***

Southwest's Distribution of Profits

On May 14, 2007, during the time that the extension of Southwest's 3rd Management Agreement was uncertain, Southwest advanced itself $500,000 for the May 2007 management fees. However, the amount advanced was higher than the actual management fee once it was subsequently calculated.

Tribe's Distribution of Profits

Prior to 2005, in connection with the misuse of the Tribe's gaming revenue described herein, Southwest improperly classified early payments to the Tribe (or on behalf of the Tribe) as advances of, or deductions from, distributions to the Tribe. Subsequent to 2005, this practice ceased.

Other Misuses of the Lucky Star Casinos' Monies

Contrary to several provisions of the 3rd Management Agreement, there were many other misuses of the Lucky Star Casinos' monies. Due to the timing of this activity in relation to amendments and

extensions of the 3rd Management Agreement, we have more fully described some of these matters below in finding "**3. Lucky Star Casinos.**"

An illustration of the general flow and corresponding misuses of the Lucky Star Casinos' monies is attached at **Appendix C.** In summary, misuses include, among others:

- Coupons and other winnings / free play;
- Gaming Commission expenses;
- Inappropriate legal fees;
- Payments for attempted recall efforts;
- Payments related to Tribal Council meetings;
- Profit Distribution advances;
- Southwest's other ventures;
- Southwest's GM's other ventures;
- Travel: Gaming Related;
- Travel: Non-Gaming Related; and
- Uncollectible checks (aka "Hot Checks").

These types of transactions involved the following parties:

- Gaming Commission and its employees and members;
- Members of the Business Committee or Legislature;
- Tribal Council Coordinator;
- Southwest;
- Southwest's GM;
- Prior Gaming Commission Attorney; and
- Other Parties.

3. Lucky Star Casinos - Compliance with the 3rd Management Agreement and IGRA related to extensions of management contracts

We found that the evidence supports that Southwest:

- Did not comply with IGRA by "attempt[ing] to, unduly interfere or influence for its gain or advantage [the] decision or process of [the Tribe's] government related to the [Lucky Star Casinos]"; and
- Did not comply with the 3rd Management Agreement as a result of:
    i. IGRA violations; and
    ii. Inappropriate payments and participation in the Tribe's governmental activities, during or around the amendments to the 3rd Management Agreement.

In connection with the preceding, we understand the following allegations have been made:

- Southwest unduly interfered with the Tribe's government;
- Southwest used the Lucky Star Casinos' monies to make inappropriate payments to officials of the Tribe for the purpose of obtaining an extension of the 3rd Management Agreement;
- Southwest violated IGRA;
- Southwest breached the 3rd Management Agreement; and
- Southwest had conflicts of interest with the Gaming Commission, the Business Committee, and the Legislature.

Our procedures were designed, in part, to address these allegations. The evidence and our analysis support the allegations and that:

> The Gaming Commission did not regulate, and Southwest did not operate, the Lucky Star Casinos in compliance with the Gaming Ordinance and IGRA. In addition, Southwest had conflicts of interest with officials of the Tribe. Southwest misused the Lucky Star Casinos' monies to influence officials of the Tribe to secure extensions of the 3rd Management Agreement. These officials of the Tribe included members of the Business Committee, members of the Legislature and the Tribal Council Coordinator (a position appointed by the Tribal Council). Southwest's financial viability was dependent on the Lucky Star Casinos and obtaining extensions of the 3rd Management Agreement.
>
> **Superseded Constitution**
>
> Prior to the ratification of the Current Constitution, the Business Committee negotiated and approved gaming management contracts and amendments on behalf of the Tribe. There were ten (10) attempted amendments to the 3rd Management Agreement between the Business Committee and Southwest from approximately 1996 to 2005. Seven (7) of these were in the April 2002 to January 2005 timeframe. Three (3) of the ten (10) amendments were executed and approved by the NIGC, including changes in the management fee and extension of the term.
>
> Two (2) of the approved amendments included the exchange of land for a three (3) year extension of the 3rd Management Agreement, among other items. A professional services firm was hired to analyze these transactions in the early 2000s, and reported the following:

> "...we are confident that the data does demonstrate that the assets exchanged or to be exchanged by the [Tribe] for both the Elk City and Sand Creek lands ***far exceeds the purported value of those lands.***" [***emphasis added***]

Additionally, the Business Committee received hundreds of thousands of dollars in cash and other benefits from the Lucky Star Casinos in the form of bad checks exchanged for cash and advances of cash for claimed travel. Payments to the Business Committee significantly increased at times during amendments and extensions to the 3rd Management Agreement.

Hot Checks

The Lucky Star Casinos' accepted checks in exchange for cash. Checks returned for non-payment have generally been referred to as "hot checks", "bad checks" and "NSF checks." The NIGC reported violations related to hot checks totaling approximately $82,000 for years prior to 2000. Up until 2000, we understand that the Business Committee issued hot checks from both personal and the tribal accounts to receive money from the Lucky Star Casinos, but did not always repay the money. This practice stopped following an email from Southwest's GM in 2000.

Hot check activity started again in 2002 and continued until 2005, which corresponds to the seven (7) amendments noted above. During this time, more than $300,000 of "hot checks" were accepted by the Lucky Star Casinos, almost entirely issued by members of the Business Committee. The cash provided in exchange for the hot checks significantly increased in periods that correspond with Southwest's negotiations for amendments to the 3rd Management Agreement. Southwest's GM was aware of this activity, and instructed the employees of the Lucky Star Casinos to provide the money to the members of the Business Committee.

Travel

There were significant issues related to the payment of claimed travel expenses by the Lucky Star Casinos. As discussed above, officials of the Tribe were issued IRS Forms 1099-misc to report ***income*** for unsupported ***claimed travel***. Similar to the hot checks, the cash provided to members of the Business Committee for claimed travel significantly increased during periods Southwest was negotiating amendments to the 3rd Management Agreement. In 2003 alone, when Southwest received a three (3) year extension from the Business Committee, members of the Business Committee were issued IRS Forms 1099-misc totaling approximately $100,000 for ***claimed travel***. For example, forms used to report income for one member of the Business Committee from 2001 to 2004 are attached at **Appendix B-14**.

Southwest's Dependence on the Lucky Star Casinos

The 3rd Management Agreement was very important to Southwest. In fact, the failure to extend the 3rd Management Agreement threatened the financial viability of Southwest. In its public filings with the SEC, Southwest stated that "[i]f the [3rd Management Agreement] is not extended beyond May 19, 2007, or if it is unilaterally terminated, it would eliminate the primary source of our operating revenue and have a material adverse impact on our business." This situation created significant pressure for Southwest to extend the 3rd Management Agreement, and likely contributed to Southwest's actions to influence officials of the Tribe in connection with this matter.

Southwest's Executives' Compensation

Southwest's Executives, including Southwest's GM, were provided significant rewards and compensation related to the 3rd Management Agreement.

In 1997, Southwest's GM was paid an annual salary of approximately $50,000 from the Lucky Star Casinos. In 1999, the year Southwest received a three (3) year extension of the 3rd Management Agreement, Southwest's GM's annual salary was raised to $100,000. Starting in at least 2003, Southwest's GM received compensation from both Southwest and the Lucky Star Casinos. From 2004 to 2007, following the three (3) year extension of the 3rd Management Agreement in 2003, Southwest's GM received over $1,500,000 in total compensation, bonuses and other payments from the Lucky Star Casinos and Southwest. In addition, Southwest's GM was issued 250,000 stock options to purchase publicly traded stock of Southwest. Southwest's GM had a car and meal allowance, as well as a discretionary expense account paid by the Lucky Star Casinos.

Southwest Executives also made hundreds of thousands of dollars in compensation from Southwest per year and had options to purchase publicly traded stock of Southwest. From 2004 to 2007, following the three (3) year extension of the 3rd Management Agreement in 2003, Southwest earned approximately eighteen million dollars ($18,000,000) in management fees from the Lucky Star Casinos.

Current Constitution

Southwest's 3rd Management Agreement was to expire on May 19, 2007, following the last three (3) year extension Southwest received from the Business Committee in 2003. As stated above, the Current Constitution ratified on April 4, 2006 changed the governmental process and power for negotiating and executing gaming management contracts. The Tribal Supreme Court addressed this process and authority, and events that transpired in 2006 and 2007 concerning Southwest's temporary extension (Amendment No. 11) in several decisions attached at **Appendices B-7, B-8** and **B-9**.

In summary, the activities related to the extension of Amendment No. 11 fall into four (4) timeframes, as follows:

1. Tribal Council and Community Events (November 2006 – March 2007):

   - Southwest recognized that the Governor would not support an extension of the 3rd Management Agreement;
   - Tribal Council conducted meetings;
   - Tribal Council authorized Governor to sign a gaming contract;
   - Southwest sponsored community meetings ("Community Meetings");
   - Tribal Council authorized Governor to sign a gaming contract with Southwest;
   - Governor refused to sign a gaming contract with Southwest; and
   - Governor made allegations of wrong doing by Southwest and notified the NIGC about these concerns.

2. Invalid Extension of the 3rd Management Agreement (April – May 2007):

- Legislature and Southwest executed Amendment No. 11 to the 3rd Management Agreement;
- Legislature and Southwest attempted to recall the Governor;
- NIGC found that Current Constitution requires Governor's signature, and therefore, did not approve;
- Tribal Court issued decision that validated Amendment No. 11;
- NIGC approved Amendment No. 11 based on the Tribal Court decision;
- Governor appealed to the Tribal Supreme Court; and
- NIGC started investigation into allegations made by the Governor.

3. Ongoing Allegations and Investigation (June – August 2007):

- Governor notified the NIGC of additional and continuing concerns of bad acts by Southwest;
- Tribal Supreme Court ruling on the appeal pending; and
- NIGC continued investigation.

4. Tribal Supreme Court Decision and Investigation (August – November 2007):

- Tribal Supreme Court issued decision that invalidated Amendment No. 11;
- NIGC withdrew approval of Amendment No. 11;
- Southwest was removed as the manager of the Lucky Star Casinos; and
- NIGC issued a letter regarding its investigation into "Undue Influence Allegations".

The evidence and our analysis support that the following occurred during these timeframes.

1. Tribal Council and Community Events (November 2006 – March 2007):

Southwest sponsored Community Meetings since 1993. In 2003, Southwest retained a former Chairman of the Business Committee, the chair at the time the 3rd Management Agreement was executed in 1995, to organize a series of meetings to address a rumor "...that Southwest was stealing money from the [Lucky Star Casinos]." In the five (5) month period ended March 2007, these meetings focused on getting support for Southwest's continued management of the Tribe's gaming activities, and Southwest once again retained the former Chairman to assist with these meetings.

As a result of the meetings in 2006 and 2007, the Governor notified the NIGC of the following concerns about these meetings:

> "[Southwest] has also sponsored and hosted numerous political meetings for casino employees and others to promote the 5-year extension of the [Southwest] contract with the Tribes. [Southwest] sponsored and/or supplemented these meetings with paid meeting rooms at an off-site hotel, refreshments, casino employees' delivery of refreshments for such meetings, and transportation. [Southwest] directly promoted, and/or allowed selected Legislators to use these meetings as a platform to promote, the 5-year extension of the [3rd Management Agreement]. [Southwest] has also permitted the use of casino vans to

> transport casino employees and others to meetings of the Tribal Council where the issue of [Southwest's] contract extension was under consideration."

Southwest responded to the Governor regarding these allegations, and included the following in its response:

> "Between late November 2006 and February 2007, ***Southwest hosted and paid for, from its funds and not from funds of Lucky Star*** or the Tribes, numerous meetings with members of the Tribes in Tribal communities." "Southwest retained a member of the [Tribe] who is ***not an elected official or government employee***, to assist us in organizing these information meetings." "Southwest often provided transportation to the Tribal community meetings it hosted. When Southwest did so, it paid for the transportation from its own funds and not from funds of Lucky Star or the Tribes. Southwest rented the vehicles used commercially and did not use Lucky Star vans to provide transportation." [***emphasis added***]

Contrary to Southwest's assertion, the Lucky Star Casinos' monies were used to host and pay for the Community Meetings and the expenses of the former Chairman of the Business Committee. Additionally, employees of the Lucky Star Casinos were encouraged by Southwest to spend time assisting Southwest with organizing, coordinating and attending these events.

In addition, Southwest used the A/R – Southwest and Southwest's GM's expense accounts described above to provide cash payments to members of the Tribe, pay claimed travel of the Legislature and the Tribal Council Coordinator and other payments as "...a means by which Southwest presented its management proposal to the Tribe's general membership." During this five (5) month period, these payments exceeded $55,000. These cash payments included Wal-Mart gift cards and travel for non-gaming activity (examples attached at **Appendices B-15** and **B-16**).

2. Invalid Extension of the 3rd Management Agreement (April – May 2007):

Following the Governor's allegations and refusal to enter into a gaming management contract with Southwest, Southwest and the Legislature executed the invalid Amendment No. 11. Immediately after, Southwest used its own money, and the Lucky Star Casinos' monies, to improperly (i) pay consultants to lobby government officials in Washington DC; (ii) support an unsuccessful recall of the Governor; (iii) influence elders of the Tribe and pay legal fees on behalf of the Legislature, among other items.

Southwest paid a Washington DC area consulting firm "handsomely" to, among other things, "draw up a media and public relations strategy and...most importantly we will access our relations with government official[s] at NIGC..." The invoice from this firm indicated that the services included "Lobby Related Activities." Southwest paid the firm to send a consultant to Oklahoma to attend meetings targeted at an unsuccessful recall of the Governor paid for with the Lucky Star Casinos' monies. The consultant prepared collateral material, including "GOTV [Get out the Vote] Flyers Support Material", and the Legislature sent a press advisory about the attempted recall meeting (the firm's invoice is attached at **Appendix B-17**, the Legislature's press advisory is attached at **Appendix B-18**, and the Lucky Star Casinos payment of the meeting rooms is attached at **Appendix B-19**).

Contrary to Southwest's own statement that it was "...inappropriate for Southwest to be involved in any way in the politics of the [Tribe]," Southwest drafted documents and language for the Legislature related to obtaining the invalid extension of the 3rd Management Agreement. Further, Southwest or its consultant prepared press releases, correspondence and communications with members of the Tribe and governmental officials in Washington DC. Southwest's GM also used his/her expense account to pay a Legislator's trip to Washington DC to discuss Southwest's contract with the NIGC.

Days after the retention of the consultant, the Lucky Star Casinos' monies were used to pay elders of the Tribe for a non-gaming related trip (example attached at **Appendix B-20**). Furthermore, the Lieutenant Governor, the official to replace the Governor in the case that the attempted recall was successful, received an "excessive amount of free play" from the Lucky Star Casinos in the words of a member of management from the Lucky Star Casinos.

Around the same time in May 2007, Lucky Star Casinos' monies were used to pay an attorney to represent employees of the Lucky Star Casinos in legal proceedings against the Governor. On May 17, 2007, a petition was filed to restrain the Governor "from interfering with the operations or employment at Lucky Star Casinos..." This is the day after the NIGC refused to extend the 3rd Management Agreement, and the day before the Tribal Court issued its ruling that allowed Southwest to continue managing the Lucky Star Casinos (until the Tribal Supreme Court subsequently overruled the Tribal Court in August 2007).

3. Ongoing Allegations and Investigation (June – August 2007):

The Governor continued to allege wrong doing by Southwest, and notified the NIGC about these concerns. Despite ongoing concerns, Southwest continued to pay non-gaming related travel to members of the Legislature.

In August 2007, Southwest paid a personal non-gaming travel expense for a member of the Legislature, as described below:

- On August 13, 2007, a Legislator addressed a letter to Southwest, "...requesting a rental vehicle for the week of ***8/15-8/22***. I'm taking a ***vacation***, and would appreciate your assistance in this matter." [***emphasis added***];
- The next day on August 14, 2007, the same Legislator addressed another letter to Southwest "...requesting assistance with a rental van and per diem to travel to Montana. I will be meeting with [Jane Doe] to ***discuss casino games***. I will depart on ***8/15/07 and return on 8/22/07***." [***emphasis added***]; and
- The next day on August 15, 2007, the Lucky Star Casinos issued a $659 check to this Legislator, and recorded the transaction as a gaming related travel expense.

Redacted copies of these documents are attached at **Appendix B-21**. Southwest knew, or should have known, to avoid business dealings with this individual. This Legislator was a prior member of the Business Committee and involved in the power disputes related to the Tribe's Treasurer. At one time, Southwest issued a $1.4 million distribution of the Tribe's profits from the Lucky Star Casinos to this individual as the claimed acting Treasurer of the Tribe. Subsequently, all but approximately $60,000 was returned to the Tribe, and Southwest paid the difference on behalf of this individual. This same individual received tens of thousands of dollars from the Lucky Star Casinos for hot

checks. This individual recently pled guilty in Federal Court to misuses of the Lucky Star Casinos' monies.

4. Tribal Supreme Court Decision and Investigation (August – November 2007):

Following the Tribal Supreme Court's and the NIGC's decisions to invalidate Amendment No. 11, Southwest was removed as the manager of the Lucky Star Casinos. Correspondence between Southwest, Southwest's lobbying consultant, the Prior Gaming Commission Attorney and a member of the Legislature reflects events related to Amendment No. 11, as well as the NIGC's investigation into the allegations made by the Governor.

In addition to fees and expense, Southwest's agreement with the lobbying consultant included a $250,000 "Success Performance Fee" if Southwest received an extension of the 3rd Management Agreement.

It was Southwest's position that the "Success Performance Fee" was unearned, as follows:

> "[Southwest] reviewed our contract with you and unfortunately under that contract the success fee was payable only if [Southwest's] management contract remained in effect. The action taken by the NIGC on August 17, 2007 terminated our contract and has left us in a position where we can not make any financial commitments at this time. We are hopeful that the events of next week will clarify our future and at that time [Southwest] would be able to discuss your roll [sic] in securing a new contract with the [Tribe]. Thank you for your efforts on behalf of [Southwest] and we are hopeful that we can work together in the future."

The lobbying consultant took exception to this position and appealed to a member of the Legislature, as follows:

> "[Southwest] rolled us under the bus…I have been funding this and what [Southwest] said as late as last Friday about helping is now not going to happen. It is B.S."

In response to Southwest's position, the lobbying consultant replied to Southwest in the following email correspondence entitled, "NIGC, C&A & Your Word and Our Work":

> "…I must respectfully disagree with your analysis of the terms of our agreement."

In that same email, the lobbying consultant described some of the efforts, as follows:

- "We also continued to help manage policy issues associated with the contract extension and mitigated any possible risks to your organization here in Washington.";
- "…AND TODAY AS WE SIT WE CONTINUE TO CARRY YOUR MESSAGE HERE IN WASHINGTON AND DO WORK THAT IS SAVING YOUR BACON!";
- "We are the only source of support for the Legislature and without us all of this would have been moot."; and
- "…the Tribe has counted on [Southwest] and me to assist. I have not let them down."

In response, Southwest stated:

- "Like you we are waiting to see if the result of the September 1, 2007 recall election will stand. If so, we hope to again submit our contracts to the NIGC for approval and would like your assistance in seeking approval of those agreements.";
- "We engaged [your firm] for two purposes: (1) to assist in receiving NIGC approval of the 5-year extension of our management relationship with the [Tribe] and (2) to insure that our management of the [Tribe's] casinos remain uninterrupted.";
- "The success fee that was part of our original deal has not been earned and, because our management of the casinos has been interrupted, it is now impossible to earn."; and
- "...under our contract with the [Tribe] we are prohibited from involvement of the internal politics of the [Tribe], except to the extent they directly affect the [Tribe's] gaming enterprise. Southwest has paid you, and paid you handsomely, for your work on our behalf with the NIGC and the federal government..."

Despite these apparent disagreements, the lobbying consultant continued to work on behalf of Southwest and the Legislature. On October 1, 2007, the lobbying consultant sent an email to Southwest, a member of the Legislature and the Prior Gaming Commission Attorney, with the subject line "Men of our word", that stated in part:

- "We continue to fight a fight on your behalf and that of the Legislature.";
- "We are outlaying our own funds to avert the traditional tribes prescribed disaster. We are close to an agreement with the NIGC on non shutdown of the [Lucky Star Casinos] and a supervised election which does not include the current governor."; and
- "We are getting a ruling that invalidates the tribal courts actions but have had to engage some high powered folks who do not work without an advance. If we stop the [Tribe] and you have very little recourse. Let's not go there because we do not have funds. We have put our personal money into this AND WE HAVE NO DOG IN THIS FIGHT."

On this same day, the Tribal Supreme Court decided that its prior conclusion that there was no valid gaming agreement between Southwest and the Tribe "was valid as a matter of substantive tribal law as of August 17, 2007, and that conclusion is today judicially enforceable in [the Tribe's] courts as a matter of [the Tribe's] law."

On November 8, 2007, the NIGC issued a letter regarding its investigation into "...allegations made by [the Governor] that [Southwest] unduly influenced and impermissibly interfered in the [Tribe's] internal politics, including tribal government processes related to the [Tribe's] gaming activity."

Three days later, the lobbying consultant emailed Southwest, Southwest's GM and a member of the Legislature, stating "YOUR [sic] WELCOME..HEVY [sic] LIFT RESULTS..NO ASSISTANCE FROM [SOUTHWEST]..NIGC CLEAN BILL OF HEALTH."

Southwest's GM responded "Did u [sic] get [the NIGC's Chairman] to write that letter?" The lobbying consultant replied that "I HELPED>I CALLED HIM LAST WEEK AND KICKed HIS ASS. TOLD HIM I WAS GOING TO THE MEDIA..HE SAID I WAS HURTING OUR FRIENDSHIP. I TOLD HIM HE WAS HURTING 12,000 native Americans...I believe that helped!"

Appendix A – Definitions

- **1st Management Agreement** – Gaming Management Agreement between the Tribe and Southwest dated January 5, 1993
- **2nd Management Agreement** – Second Amended and Restated Gaming Management Agreement between the Tribe and Southwest dated October 8, 1993
- **3rd Management Agreement** – Third Amended and Restated Gaming Management Agreement between the Tribe and Southwest dated June 16, 1995
- **Accounting Manager** – the individual hired by Southwest to fulfill the general accounting duties at the Lucky Star Casinos.
- **BIA** – the United States' Department of Interior's Bureau of Indian Affairs
- **Business Committee** – the body of the Tribe's government defined in the Tribe's Prior Constitution
- **Business Committee Member(s)** – one, or more when plural, of the eight (8) elected members of the Business Committee
- **Current Constitution** – the Constitution of the Cheyenne and Arapaho Tribes ratified on April 4, 2006
- **DOI** – the United States' Department of Interior
- **Executive Branch** – collectively, the Executive Branch of the Cheyenne and Arapaho Tribes
- **FBI** – the United States' Federal Bureau of Investigation
- **Report** – the report dated August 18, 2008 from Grant Thornton LLP
- **Forensic Order** – the Tribal Supreme Court's order issued on October 10, 2007 regarding a forensic audit
- **Gaming Commission** – The tribal gaming board established by the Gaming Ordinance
- **Gaming Commissioner(s)** – one, or more when plural, of the three (3) appointed members of the Tribe's Gaming Commission
- **Gaming Ordinance** – the Tribe's Gaming Ordinance adopted on April 3, 1993
- **Governor** – Executive of the Executive Branch under the Tribe's Current Constitution
- **Grant Thornton** – Grant Thornton LLP
- **GRAP** – gaming revenue allocation plan
- **IGRA** – Indian Gaming Regulatory Act of 1988 (25 U.S.C. Section 2701-2721)
- **Legislator(s)** – one, or more when plural, of the eight (8) elected members of the Tribe's Legislative Brach of Government under the Tribe's Current Constitution
- **Legislature** – the Legislative Branch of the Cheyenne and Arapaho Tribes under the Tribe's Current Constitution
- **Lt. Governor** - an individual acting on behalf of the Executive Branch under the Tribe's Current Constitution
- **Lucky Star Casinos** – Lucky Star Concho and Lucky Star Clinton, collectively
- **Lucky Star Clinton** – The Tribe's Lucky Star Casino in Clinton, Oklahoma
- **Lucky Star Concho** – The Tribe's Lucky Star Casino in Concho, Oklahoma
- **NIGC** – National Indian Gaming Commission
- **Prior Gaming Commission Attorney** – attorney working with the Gaming Commission from approximately 1996 to June 1995
- **Services** – Forensic and investigative services provided to the Tribe by Grant Thornton to assist the Tribe with its compliance with the Forensic Order.

The accompanying Cover Letter dated August 18, 2008, and the attached Findings Report are an integral part of this Appendix.

Appendix A – Definitions

- **Sole Gaming Commissioner** – person who allegedly effectively ran the Gaming Commission since 2007.
- **Southwest** – Southwest Casino Corporation (formerly known as Southwest Casino and Hotel Corporation)
- **Community Meetings** – meetings for Southwest's benefit that were paid for with Lucky Star Casinos' monies
- **Southwest Executives** – Executives of Southwest other than Southwest's GM.
- **Southwest's GM** – the General Manager of the Lucky Star Casinos who served in this role from the 1990s to the removal of Southwest in August 2007
- **Superseded Constitution** – the Constitution and By-Laws of the Cheyenne and Arapaho Tribes of Oklahoma ratified on April 19, 1975
- **Treasurer** - an individual involved with the use of the Tribe's money as established and defined by the Superseded Constitution, Current Constitution and the Tribal Supreme Court
- **Tribal Council** – the body of the Tribe's government defined in both the Superseded Constitution and the Current Constitution
- **Tribal Court** – District Court of the Cheyenne and Arapaho Tribes
- **Tribal Court Forensic Order** – Order issued on January 19, 2007 by the Tribal Court "that a complete forensic audit occur of the Gaming Commission and gaming revenues and Lucky Star and other casinos operating for the Cheyenne and Arapaho Tribes"
- **Tribal Supreme Court** – the Supreme Court of the Cheyenne and Arapaho Tribes
- **Tribe** – the Cheyenne and Arapaho Tribes (formerly known as the Cheyenne and Arapaho Tribes of Oklahoma)

The accompanying Cover Letter dated August 18, 2008, and the attached Findings Report are an integral part of this Appendix.

REDACTED

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, and ZIP code	1 Rents	OMB No. 1545-0115	Miscellaneous Income
Lucky Star Bingo & Casino 7777 N. Highway 81 P.O. Box 150 Concho, OK 73022 (405) 262-7612	$ 2 Royalties $	2001 Form 1099-MISC	
	3 Other income $	4 Federal income tax withheld $	Copy C For Payer
PAYER'S Federal identification number [redacted] / RECIPIENT'S identification number [redacted]	5 Fishing boat proceeds $	6 Medical and health care payments $	
RECIPIENT'S name, address, and ZIP code [redacted]	7 Nonemployee compensation $ 1522.80	8 Substitute payments in lieu of dividends or interest $	For Privacy Act and Paperwork Reduction Act Notice, see the 2001 General Instructions for Forms 1099, 1098, 5498, and W-2G.
	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
	11	12	
Account number (optional) / 2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
	16 State tax withheld $ $	17 State/Payer's state no. OK	18 State income $ $

Form 1099-MISC

NTF 35318 82628 MISPAY

REDACTED

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
Lucky Star Casino-Concho 7777 N. Highway 81 P.O. Box 150 Concho, OK 73022 USA 405-262-7612	$	2002 Form 1099-MISC	
	2 Royalties $		
	3 Other income $	4 Federal income tax withheld $	
PAYER'S Federal identification number [redacted] / RECIPIENT'S identification number [redacted]	5 Fishing boat proceeds $	6 Medical and health care payments $	Copy C For Payer
RECIPIENT'S name [redacted]	7 Nonemployee compensation $ 2915.68	8 Substitute payments in lieu of dividends or interest $	For Privacy Act and Paperwork Reduction Act Notice, see the 2002 General Instructions for Forms 1099, 1098, 5498, and W-2G.
Street address (including apt. no.) [redacted]	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
City, state, and ZIP code [redacted]	11	12	
Account number (optional) / 2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15	16 State tax withheld $ $	17 State/Payer's state no. OK [redacted]	18 State income $ $

REDACTED

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	
Lucky Star Casino-Concho 7777 N. Highway 81 P.O. Box 150 Concho, OK 73022 USA 405-262-7612	$	2003	**Miscellaneous Income**
	2 Royalties $	Form 1099-MISC	
	3 Other income $	4 Federal income tax withheld $	
PAYER'S Federal identification number [redacted] / RECIPIENT'S identification number [redacted]	5 Fishing boat proceeds $	6 Medical and health care payments $	**Copy C For Payer**
RECIPIENT'S name [redacted]	7 Nonemployee compensation $ 15643.46	8 Substitute payments in lieu of dividends or interest $	For Privacy Act and Paperwork Reduction Act Notice, see the **2003 General Instructions for Forms 1099, 1098, 5498, and W-2G.**
Street address (including apt. no.) [redacted]	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
City, state, and ZIP code [redacted]	11	12	
Account number (optional) / 2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15	16 State tax withheld $ $	17 State/Payer's state no. OK [redacted]	18 State income $ $

Form 1099-MISC

☐ VOID ☐ CORRECTED

YER'S name, street address, city, state, ZIP code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Income
Lucky Star Casino-Concho 7777 N. Highway 81 P.O. Box 150 Concho, OK 73022 USA 405-262-7612	$	2004	
	2 Royalties $	Form 1099-MISC	
	3 Other income $	4 Federal income tax withheld $	Copy C For Payer
AYER'S Federal Identification umber [redacted] / RECIPIENT'S identification number [redacted]	5 Fishing boat proceeds $	6 Medical and health care payments $	
ECIPIENT'S name [redacted]	7 Nonemployee compensation $ 6323.77	8 Substitute payments in lieu of dividends or interest $	For Privacy Act and Paperwork Reduction Act Notice, see the 2004 General Instructions for Forms 1099, 1098, 5498, and W-2G.
Street address (including apt. no.) [redacted]	9 Payer made direct sales of $5,000 or more of consumer products to a buyer (recipient) for resale ▶ ☐	10 Crop insurance proceeds $	
City, state, and ZIP code [redacted]	11	12	
Account number (optional) / 2nd TIN not. ☐	13 Excess golden parachute payments $	14 Gross proceeds paid to an attorney $	
15	16 State tax withheld $ $	17 State/Payer's state no. OK [redacted]	18 State income $ $

Form 1099-MISC — Department of the Treasury - Internal Revenue Service

REDACTED

Tribal Council Informational Meeting

El Reno	December 19, 2006 (Tues.)	Concho Community Hall	6PM
Hammon	December 20, 2006 (Wed.)	Hammon Community Hall	6PM
Kingfisher	December 21, 2006 (Thurs.)	Rose Rock Bank Community Room 320 N Main	6PM
Geary	December 27, 2006 (Wed.)	Geary Community Hall	6PM
Canton	December 28, 2006 (Thurs.)	Canton Community Center 301 N Garfield	6:30PM

Meal Provided. Everyone Welcome!

This is an informational meeting to discuss the powers of the Tribal Council and the resolutions that will be on the Agenda on Saturday, December 30, 2006 starting at 10: 00 AM at Concho Community Hall in Concho, OK. All resolutions are published in the C & A Tribal Tribune and on the C & A Website (www.c-a-tribes.org), and posted at Concho Administration Office, Concho Community Hall, BIA Agency and IHS. If you have any questions, please feel free to contact me, [redacted], at [redacted]

SOUTHWEST CASINO & HOTEL CORP.
AS AGENT FOR LUCKY STAR BINGO
7777 N. HIGHWAY 81
P.O. BOX 150
CONCHO, OK 73022
(405) 262-7612

21077

12-14-06

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CITY NATIONAL BANK
LAWTON, OKLAHOMA 73502

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	TOTAL	280.00	
	CASH TEND	280.00	
	CHANGE DUE	0.00	

TC# 7623 2357 3448 7212 0221

It's Rollback Season.
10,000 ways to save.
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[redacted]AL★MART

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	SUBTOTAL	500.00
	TOTAL	500.00
	CASH TEND	500.00
	CHANGE DUE	0.00

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It's Rollback Season.
10,000 ways to save.
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	CASH TEND	280.00
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It's Rollback Season.
10,000 ways to save.
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	SUBTOTAL	500.00	
	TOTAL	500.00	
	CASH TEND	500.00	
	CHANGE DUE	0.00	

TC# 3842 4339 1667 9404 2440

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	SUBTOTAL	500.00	
	TOTAL	500.00	
	CASH TEND	500.00	
	CHANGE DUE	0.00	

TC# 6404 0598 5226 8030 1003

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10,000 ways to save.
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GIFT CARD	018083400026	10.00	0
	SUBTOTAL	500.00	
	TOTAL	500.00	
	CASH TEND	500.00	
	CHANGE DUE	0.00	

TC# 1036 3784 7112 4393 5339

It's Rollback Season.
10,000 ways to save.
12/14/06 16:28:59

WAL★MART
ALWAYS LOW PRICES.
Always.

SUPERCENTER
WE SELL FOR LESS
MANAGER JAY PRIDGEN
(405) 262 - 7354

ST# 0227 OP# 00000961 TE# 91 TR# 09640

GIFT CARD	018083400026	10.00	0
GIFT CARD	018083400026	10.00	0
GIFT CARD	018083400026	10.00	0
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GIFT CARD	018083400026	10.00	0
	SUBTOTAL	500.00	
	TOTAL	500.00	
	CASH TEND	500.00	
	CHANGE DUE	0.00	

TC# 2115 7769 0046 1513 115

It's Rollback Season.
10,000 ways to save.
12/14/06 16:38:27

WAL★MART

ALWAYS LOW PRICES.

Always.

S U P E R C E N T E R

WE SELL FOR LESS

MANAGER JAY PRIDGEN

(405) 262 - 7354

ST# 0227 OP# 00000961 TE# 91 TR# 09641

GIFT CARD	018083400026	10.00	0
GIFT CARD	018083400026	10.00	0
GIFT CARD	018083400026	10.00	0
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GIFT CARD	018083400026	10.00	0
GIFT CARD	018083400026	10.00	0
GIFT CARD	018083400026	10.00	0
	SUBTOTAL	500.00	
	TOTAL	500.00	
	CASH TEND	500.00	
	CHANGE DUE	0.00	

TC# 8579 7221 4993 1767 8776

It's Rollback Season.

10,000 ways to save.

12/14/06 16:47:57

WAL★MART

ALWAYS LOW PRICES.

Always.

S U P E R C E N T E R

WE SELL FOR LESS

MANAGER JAY PRIDGEN

(405) 262 - 7354

ST# 0227 OP# 00000961 TE# 91 TR# 09643

GIFT CARD	018083400026	10.00	0
GIFT CARD	018083400026	10.00	0
GIFT CARD	018083400026	10.00	0
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GIFT CARD	018083400026	10.00	0
GIFT CARD	018083400026	10.00	0
GIFT CARD	018083400026	10.00	0
	SUBTOTAL	500.00	
	TOTAL	500.00	
	CASH TEND	500.00	
	CHANGE DUE	0.00	

TC# 0761 6115 0889 5626 4662

It's Rollback Season.

10,000 ways to save.

12/14/06 17:06:13

WAL★MART

ALWAYS LOW PRICES.

Always.

S U P E R C E N T E R
WE SELL FOR LESS
MANAGER JAY PRIDGEN
(405) 262 - 7354

ST# 0227 OP# 00000961 TE# 91 TR# 09638

GIFT CARD	018083400026	10.00	0
GIFT CARD	018083400026	10.00	0
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GIFT CARD	018083400026	10.00	0
GIFT CARD	018083400026	10.00	0
	SUBTOTAL	500.00	
	TOTAL	500.00	
	CASH TEND	500.00	
	CHANGE DUE	0.00	

TC# 2215 1976 9004 6151 3115

It's Rollback Season.
10,000 ways to save.
12/14/06 16:19:16

WAL★MART

ALWAYS LOW PRICES.

Always.

S U P E R C E N T E R
WE SELL FOR LESS
MANAGER JAY PRIDGEN
(405) 262 - 7354

ST# 0227 OP# 00000961 TE# 91 TR# 096[illegible]

GIFT CARD	018083400026	10.00
GIFT CARD	018083400026	10.00
GIFT CARD	018083400026	10.00
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GIFT CARD	018083400026	10.00
GIFT CARD	018083400026	10.00
GIFT CARD	018083400026	10.00
	SUBTOTAL	500.00
	TOTAL	500.00
	CASH TEND	500.00
	CHANGE DUE	0.00

TC# 4980 8003 2775 3848 6884

It's Rollback Season.
10,000 ways to save.
12/14/06 16:56:57

TRAVEL AUTHORIZATION

1. NO. _____
2. 3-19-07 (DATE)

3. Tribal Council
DEPARTMENT

4. NAME: [redacted]
5. OFFICIAL STATION: Concho OK
6. TITLE: Tribal Council Coordinator
7. RESIDENCE: [redacted]

You are authorized to travel as indicated below and to incur necessary expenses in accordance with applicable laws and regulations

PLACES OF TRAVEL

8. FROM: El Reno, OK
9. TO: Denver, CO

10. PURPOSE OF TRAVEL
Attend Southern and Northern Cheyenne Summit in Denver, CO on March 22, 2007

11. PERIOD OF TRAVEL: Beginning 3-21-07 Ending 3-25-07

METHOD OF TRAVEL

12. [ ] Common carrier 13. [ ] Tribal vehicle 14. [ ] Government vehicle
15. [X] Privately owned: at a mileage rate of .485 cents, subject to :
(a) [ ] Administratively determined to be to the advantage of the Tribes
(b) [ ] A showing of advantage to the Tribes
(c) [ ] Not to exceed cost by common carrier, including consideration of per diem

ESTIMATED COSTS:	100%	80%
16. LODGING Rate $127.00 x 4 nights	$ 508.00	$
17. M & IE: Rate $6.13 x 40 qtrs	$ 245.20	$
18. MILEAGE: Rate .485 x 650.2 miles (one-way)	$ 315.35	$
19. AIRFARE: x 1300.4 (RT)	$	$
20. OTHER: _____	$	$
21. REGISTRATION FEE:	$	$
22. TOTAL	$ 1383.90	$

23. CHARGED TO: GAMING
Fund/Program

[redacted]

24. _____
Requester's signature

25. _____
Date

I certify that I understand the procedures set forth in the Financial Manual and the Personnel Policies pertaining to travel allowances and certify that I will submit receipts within (5) working days following the last day of training/meeting or the total advance be deducted from my next payroll check.

26. _____
Approving official signature

27. _____
Date

28. _____
Fiscal Officer signature

29. _____
Date

ICI TAR-CONCHO

23071

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
032007		3/20/07	1,383.90		1,383.90

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
3/20/07	[redacted]	[redacted]		$1,383.90

TRAVEL AUTHORIZATION

1. NO. _____
2. 3-19-07 (DATE)

3. LEGISLATIVE BRANCH
DEPARTMENT

4. NAME: [redacted]
5. OFFICIAL STATION: Concho, OK
6. TITLE: Legislator
7. RESIDENCE: [redacted]

You are authorized to travel as indicated below and to incur necessary expenses in accordance with applicable laws and regulations

PLACES OF TRAVEL

8. FROM: Oklahoma City, OK
9. TO: Denver, CO

10. PURPOSE OF TRAVEL
Attend Southern and Northern Cheyenne Summit in Denver, CO on March 22, 2007.

11. PERIOD OF TRAVEL: Beginning 3-21-07 Ending 3-25-07

METHOD OF TRAVEL

12. [ ] Common carrier 13. [ ] Tribal vehicle 14. [ ] Government vehicle

15. [X] Privately owned: at a mileage rate of .485 cents, subject to:
(a) [ ] Administratively determined to be to the advantage of the Tribes
(b) [ ] A showing of advantage to the Tribes
(c) [ ] Not to exceed cost by common carrier, including consideration of per diem

ESTIMATED COSTS:	100%	80%
16. LODGING: Rate $127.00 x 4 nights	$ 508.00	$
17. M & IE: Rate $6.13 x 40 qtrs	$ 245.20	$
18. MILEAGE: Rate .485 x 674 miles	$ 326.89	$
19. AIRFARE: o 485 x 674	$ 326.89	$
20. OTHER: _____	$	$
21. REGISTRATION FEE:	$	$
22. TOTAL	~~$ 1,080.09~~ 1,406.98	$

23. CHARGED TO: GAMING
Fund/Program

24. _____
Requester's signature

25. _____
Date

I certify that I understand the procedures set forth in the Financial Manual and the Personnel Policies pertaining to travel allowances and certify that I will submit receipts within (5) working days following the last day of training/meeting or the total advance will be deducted from my next payroll check.

2. _____
Approving official signature

27. _____

JCKY STAR-CONCHO

23065

EFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
032007		3/20/07	1,406.98		1,406.98

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
3/20/07	[redacted]	[redacted]		$1,406.98

[redacted] Inc.
Suite [redacted]
[redacted] Falls Church, VA 22043
[703 redacted] Facsimile [703 redacted]
Email [redacted]

Invoice for Expenses

April 28, 2007

To: Mr. [redacted] CEO
Mr. [redacted]
President and COO

Southwest Casino Corporation
2001 Killebrew Drive
Suite 350
Minneapolis, MN 55425
Phone: 952-853-9990
Fax: 952-853-9991

Please remit expenses as soon as possible to cover our expenditures on your behalf as per our agreement.

Travel				
#1	DCA to OKC	4/25 to 4/26 SW Airlines	$975.10	
#2	DCA to OKC	5/1 to 5/4 SW Airlines	$731.09	*
Hotel				
#1	Holiday Inn OKC	4/25	$134.07	
#2	Holiday Inn OKC	5/1 to 5/4	$402.21	*
Rental Car				
#1	Alamo	4/25 to 4/26	$100.42	
#2	Alamo	5/1 to 5/4	$193.60	*
Printing GOTV Flyers Support material				
Database &P.R. related materials			$9,500.	
Postage, Courier Services, FedEx			$370.00	
Photo Copying			$209.53	
Phone Expenses			$153.70	

Lobby Related Activities	$800.
Event Staffing	$3,500.
Meals for support staff Pizza, Soda, Doughnuts, & munchies, etc.	$400. *

* to be made

Please remit **$17,469.72**

Any question please contact [redacted]

FIRST LEGISLATURE

Of The

CHEYENNE & ARAPAHO TRIBES

OKLAHOMA

Speaker of the Legislature
Ida E. Hoffman

Assistant Speaker of the Legislature
Janice Prairie Chief-Boswell

Legislative Clerk
Teresa Murray

First Legislature - C1
Roy Dean Bullcoming
First Legislature - C2
Robert Wilson
First Legislature - C3
Janice Prairie Chief-Boswell
First Legislature - C4
Ida E. Hoffman
First Legislature - A1
Richard Williams
First Legislature - A1
Virgil Whiteshirt, Jr.
First Legislature - A2
Mike Marlin
First Legislature - A2
Nelson Clark

May 1, 2007

PRESS ADVISORY! PRESS ADVISORY! PRESS ADVISORY!

What:

Press Conference with the Speaker and Members of the Cheyenne and Arapaho Tribes of Oklahoma Legislature and Council

When:

1 PM Sharp, Wednesday, May 2nd, 2007

Where:

Comfort Inn El Reno
1707 SW 27th Street
El Reno, OK 73036
Phone: (405) 262-3050

INTERSECTION OF I-40 & COUNTRY CLUB ROAD

Why:

Corruption, Fraud, Abuse of Power, & Miss Direction of Millions of Dollars in Tribal Funds, and the Recall of Darrell Flyingman as Tribal Governor

[redacted]

ERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PA
4578		4/9/07	50.00		50
4673		4/22/07	136.64		136
4672		4/22/07	136.64		136
4697		4/25/07	145.00		145
4701		4/26/07	145.00		145

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOU
5/1/07	23439	COMFORT INN		$613

COMFORT INN EL RENO
1707 SW 27TH ST
EL RENO, OK 73036 USA
Phone: (405) 262-3050
Fax: (405) 262-5303

Amount Due	Due Date
145.00	Upon Receipt

Account Number: 161
Invoice Number: 14697
Invoice Date: 04/25/07

CKY STAR CASINO
UCKY STAR CASINO
O. BOX 150
NCHO, OK 73022

Invoice

Please call (405) 262-3050 if you should have any questions regarding this statement.

Post Date	Guest Account	Guest Name	Company Information	Amount
04/25/07	133713	MEETING, ROOM		145.00

Invoice Total: 145.00

820-
9210

3 of 4

COMPLETED

CKY STAR CASINO
UCKY STAR CASINO
O. BOX 150
NCHO, OK 73022

Please make checks payable to:
COMFORT INN EL RENO

Account Number	Invoice Number	Amount Due	Due Date
161	14697	145.00	Upon Receipt

Please return this stub with your payment.

COMFORT INN EL RENO
1707 SW 27TH ST
EL RENO, OK 73036 USA

COMFORT INN EL RENO

1707 SW 27TH ST
EL RENO, OK 73036 USA
Phone: (405) 262-3050
Fax: (405) 262-5303

Amount Due	Due Date
145.00	Upon Receipt

Account Number: 161
Invoice Number: 14701
Invoice Date: 04/26/07

UCKY STAR CASINO
UCKY STAR CASINO
.O. BOX 150
ONCHO, OK 73022

Invoice

Please call (405) 262-3050 if you should have any questions regarding this statement.

Post Date	Guest Account	Guest Name	Company Information	Amount
04/26/07	133713	MEETING, ROOM		145.00

Invoice Total: 145.00

820 - 9210

4 of 4

COMPLETED

LUCKY STAR CASINO
LUCKY STAR CASINO
P.O. BOX 150
CONCHO, OK 73022

Please make checks payable to:
COMFORT INN EL RENO

Account Number	Invoice Number	Amount Due	Due Date
161	14701	145.00	Upon Receipt

Please return this stub with your payment.

COMFORT INN EL RENO

1707 SW 27TH ST
EL RENO, OK 73036 USA

RENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
728		5/2/07	145.00		145.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
/16/07	23532	COMFORT INN		$145.00

COMFORT INN EL RENO
1707 SW 27TH ST
EL RENO, OK 73036 USA
Phone: (405) 262-3050
Fax: (405) 262-5303

Amount Due	Due Date
145.00	Upon Receipt

Account Number: 161
Invoice Number: 14728
Invoice Date: 05/02/07

KY STAR CASINO
ICKY STAR CASINO
O. BOX 150
NCHO, OK 73022

Invoice

Please call (405) 262-3050 if you should have any questions regarding this statement.

Post Date	Guest Account	Guest Name	Company Information	Amount
05/02/07	133713	MEETING, ROOM		145.00

Invoice Total: 145.00

820-9210

COMPLETED

UCKY STAR CASINO
UCKY STAR CASINO
O. BOX 150
NCHO, OK 73022

Please make checks payable to:
COMFORT INN EL RENO

Account Number	Invoice Number	Amount Due	Due Date
161	14728	145.00	Upon Receipt

Please return this stub with your payment.

COMFORT INN EL RENO
1707 SW 27TH ST
EL RENO, OK 73036 USA

COMFORT INN EL RENO
1707 SW 27TH ST
EL RENO, OK 73036 USA
Phone: (405) 262-3050
Fax: (405) 262-5303

Account: 133713
Date: 05/02/07
Page: 1 of 1
Room: RACK
Arrival Date:
Departure Date:
Frequent Traveler ID:
You were checked out by:
You were checked in by:

MEETING, ROOM

EL RENO, OK 73036 US

Date	Description	Comment	Amount
5/02/07	MEETING ROOM	LUCKY STAR 05/01/07	95.00
5/02/07	MISCELLANEOUS	CLEANING FEE 05/01/07	50.00
5/02/07	DIRECT BILL DUE	DIRECT BILL DUE	-145.00
		Balance Due:	0.00

ayment by credit card, I agree to pay the above total charge amount according to the card issuer agreement.

_____

COMFORT INN EL RENO
1707 SW 27TH ST
EL RENO, OK 73036 USA
Phone: (405) 262-3050
Fax: (405) 262-5303

Room:
Arrival Date:
Departure Date:
Account: 133713
Frequent Traveler ID:

Approval Number:
Card Type:
Date: 5/2/2007
Card Number:
Total:

If payment by credit card, I agree to pay the above total charge amount according to the card issuer agreement.

ROOM MEETING

RENO, OK 73036 US

x_____

Thank you for your business! Book your next reservation on choicehotels.com for the best internet rates guaranteed.

SW

TRAVEL AUTHORIZATION

1. NO. _____

2. 4-24-07 (DATE)

3. LEGISLATIVE BRANCH
DEPARTMENT

4. NAME: [redacted]

5. OFFICIAL STATION: CONCHO

TITLE: LEGISLATIVE RESEARCH SPECIALIST. RESIDENCE: _____

You are authorized to travel as indicated below and to incur necessary expenses in accordance with applicable laws and regulations

PLACES OF TRAVEL

7. FROM: EL RENO, OK

8. TO: ALBURQUERQUER NM/CRIPPLE CREEK, CO

10. PURPOSE OF TRAVEL

ELDERS TRIP TO ALBURQUERQUE NM AND CRIPPLE CREEK, CO

11. PERIOD OF TRAVEL: Beginning 4-27-07 Ending 4-30-07

METHOD OF TRAVEL

12. [ ] Common carrier 13. [ ] Tribal vehicle 14. [ ] Government vehicle

15. [X] Privately owned: at a mileage rate of .485 cents, subject to :

(a) [ ] Administratively determined to be to the advantage of the Tribes

(b) [ ] A showing of advantage to the Tribes

(c) [ ] Not to exceed cost by common carrier, including consideration of per diem

ESTIMATED COSTS:	100%	80%
16. LODGING Rate $ 49.00 x 2 nights (Days)	$ 98.00	$
17. M & IE: Rate $ 39.00 x 2 ~~qtrs~~	$ 176.00	$ 78.00
18. MILEAGE: Rate .485 x 1,572 miles	$ 762.42	$
19. AIRFARE:	$	$
20. OTHER: _____	$	$
21. REGISTRATION FEE:	$	$
22. TOTAL	$ 938.42	$

23. CHARGED TO: GAMING
Fund/Program

24. [redacted]
Requester's signature

25. 4-24-07
Date

certify that I understand the procedures set forth in the Financial Manual and the Personnel Policies pertaining to travel allowances and certify that I will submit receipts within (5) working days following the last day of training/meeting or the total advance will be deducted from my next payroll check.

26. _____
Approving official signature

27. _____
Date

28. _____
Fiscal Officer signature

29. _____
Date

LUCKY STAR-CONCHO

23356

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
042207		4/22/07	938.42		938.42

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
4/26/07	[redacted]	[redacted]		$938.42

TRAVEL AUTHORIZATION

1. NO. SW
2. 4-24-07 (DATE)

3. LEGISLATIVE BRANCH
DEPARTMENT

4. NAME: [redacted]
5. OFFICIAL STATION: Concho OK
6. TITLE: ELDERS ASSISTANT
7. RESIDENCE: [redacted]

You are authorized to travel as indicated below and to incur necessary expenses in accordance with applicable laws and regulations

PLACES OF TRAVEL

8. FROM: WEATHERFORD, OK
9. TO: ALBURQUERQUE, NM

10. PURPOSE OF TRAVEL

ELDERS TRIP TO ALBURQUERQUE NM and CRIPPLE CREEK, CO

11. PERIOD OF TRAVEL: Beginning 4-27-07 Ending 4-30-07

METHOD OF TRAVEL

12. [ ] Common carrier
13. [ ] Tribal vehicle
14. [ ] Government vehicle
15. [X] Privately owned: at a mileage rate of .485 cents, subject to :
    (a) [ ] Administratively determined to be to the advantage of the Tribes
    (b) [ ] A showing of advantage to the Tribes
    (c) [ ] Not to exceed cost by common carrier, including consideration of per diem

ESTIMATED COSTS:

		100%	80%
16. LODGING	Rate $ ~~49.00~~ 98.00 x 2 nights	$	$
17. M & IE:	Rate $ ~~39.00~~ 78.00 x 2 ~~qtrs~~ Days	$ 176.00	$
18. MILEAGE:	Rate .485 x 1105 miles	$ 535.93	$
19. AIRFARE:		$	$
20. OTHER:		$	$
21. REGISTRATION FEE:		$	$
22. TOTAL		$ 711.93	$

23. CHARGED TO: _____ Fund/Program

24. [redacted] Requester's signature
25. 4-24-07 Date

I certify that I understand the procedures set forth in the Financial Manual and the Personnel Policies pertaining to travel allowances and certify that I will submit receipts within (5) working days following the last day of training/meeting or the total advance will be deducted from my next payroll check.

_____ Approving official signature
27. _____ Date

28. _____ Fiscal Officer signature
29. _____ Date

FERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
32007		3/20/07	1,332.00		1,332.0
607		3/26/07	-1,332.00		-1,332.0
7		4/22/07	711.93		711.9

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUN
4/26/07	[redacted]	[redacted]		$711.9

[redacted]

CHEYENNE AND ARAPAHO TRIBES OF OKLAHOMA

P.O. Box 129
Concho, Oklahoma 73022
(405) 262-0345

To: [redacted] President Southwest Casino's
From: [redacted] District [redacted] Rep.
Date: 8/14/07

Mr. [redacted]

I'm requesting assistance with a rental van and per diem to travel to Montana. I will be meeting with [redacted] to discuss casino games. I will depart on 8/15/07 and return on 8/22/07. Phone number (406)-477-6677.

Thank You,

[redacted]

[redacted]

CHEYENNE AND ARAPAHO TRIBES OF OKLAHOMA

P.O. Box 129
Concho, Oklahoma 73022
(405) 262-0345

To: [redacted] Southwest Casino's
From: [redacted]
Date: 8/13/07

Mr. [redacted]

I am requesting a rental vehicle for the week of 8/15-8/22. I'm taking a vacation, and would appreciate your assistance in this matter. CAPPS car rental is located at 4000 S. Prospect in Oklahoma City. The phone number is (405)-670-7878. The total for one week is $400.26, tax included.

Thank You,

[redacted]

TRAVEL AUTHORIZATION

1. NO. _____
2. 8/13/07 (DATE)

3. Legislative Branch
DEPARTMENT

NAME: [redacted]
TITLE: Legislator
5. OFFICIAL STATION: Concho, OK
7. RESIDENCE: [redacted]

u are authorized to travel as indicated below and to incur necessary expenses in accordance with applicable laws and regulations

PLACES OF TRAVEL

FROM: Seiling OK
TO: Lamedeer, MT

PURPOSE OF TRAVEL

Travel to meet w/ hon. Limberhand Regarding Casino gaming

PERIOD OF TRAVEL:

Beginning Aug. 15, 2007 Ending Aug 20

METHOD OF TRAVEL

12. [ ] Ccmmon carrier
13. [ ] Tribal vehicle
14. [ ] Government vehicle
15. [X] Privately owned: at a mileage rate of .485 cents, subject to :
(a) [ ] Administratively determined to be to the advantage of the Tribes
(b) [ ] A showing of advantage to the Tribes
(c) [ ] Not to exceed cost by common carrier, including consideration of per diem

ESTIMATED COSTS

	100%	80%
16. LODGING Rate ~~$200.00~~ x 5 nights	~~$300.00~~ 365.00	$
17. M & IE: Rate ~~$ 9.75 x 24~~ qtrs 49.00 x 6	~~$ 234.00~~ 294.00	$
18. MILEAGE: Rate ~~.485 x 2012~~ miles	~~$ 975.82~~	$
19. AIRFARE:	$	$
20. OTHER: _____	$	$
21. REGISTRATION FEE:	$	$
22. TOTAL	~~$ 1,509.82~~	$
	~~$ 594.00~~	
	$ 659.00	
23. CHARGED TO: * GAMING Fund/Program		

rental car provide by enterprise

24. [redacted]
Requester's signature

25. 8/14/07
Date

certify that I understand the procedures set forth in the Financial Manual and the Personnel Policies pertaining to travel allowances and certify that I will submit receipts within (5) working days following the last day of training/meeting or the total advance ill be deducted from my next payroll check.

26. _____
Approving official signature

27. _____
Date

28. _____
Fiscal Officer signature

29. _____
Date

KY STAR-CONCHO

24144

ERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
1507		8/15/07	659.00		659.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
15/07	[redacted]	[redacted]		$659.00

Glossary of Key Names

Forensic Investigation Report – August 18, 2008

"Prior Gaming Commission Attorney"	Richard Grellner	p. 4, p. 15
"Sole Gaming Commission"	Yvonne Wilson	p. 4, p. 9, p. 14
"current member of the legislature"	Robert Wilson	p. 9
"Gaming Commission employee"	J.R. Jacquez	p. 10
"previous General Manager"	Brian Foster	p. 10, p. 18, p. 20, p. 25
"former Assistant General Manager"	Thomas Blackowl	p. 10
"(not) utilizing legal services judicially"	Kirke Kickingbird	p. 13
"Tribal Council Coordinator"	David Bearshield	p. 22
"former Chairman of the Business Committee"	Charles Surveyor	p. 26
"Lieutenant Governor"	Harvey Monetathchi	p. 28
"an attorney"	Charles Morris	p. 28
" member of the Legislature"	Roy Dean Bullcoming	p. 28
"a legislator's"	Ida Hoffman	p. 28, p. 29

VENABLE LLP CHEYENNE & ARAPAHO LOBBYISTS

YOUR TRIBAL DOLLARS AT WORK

By Fred Khalilian
May 2, 2013
In Washington DC now making it happen for the online gaming bill. We already get the state level approved and now the federal, thanks to Congressman Bart Stupak. Thanks to you, Rob Smith, honorable Thomas Quinn, Attorney Richard Grellner & the gaming commission for the American Indian Tribe Mr. Walter Hamilton, for their hospitality. #Washington DC #Online Gaming #Online Casino #DC #Laws

HELPING ONE ANOTHER THROUGH TRIBAL GAMING

“THEIR” ONLINE CASINO?

By Fred Khalilian
April 30
It was an honer to spend time this past sat night with the Honorable Mr. Barry Richard in the City of Tallahassee (The Capital of Florida) This man changed the Casino laws in Florida to help the Indian Tribes make $Billions a year not to mention he get them to pay over $250 Million a year to the state for gaming license every year for life. Watch out Florida I get my eye on you for online gaming internationally! His beautiful wife is the Florida Chife of the Democratic Party Mrs. Allison Tant Richard, and she sends Presidents to the White House every 4 years!!! Stay tune for our trip ✈ to Washington DC tomorrow and some more real good news on **our Online Casino** launch worldwide

VICTORY CELEBRATION

By Fred Khalilian
May 2
Pre reception cocktail party cross from the White House tonight before join the young congress entrepreneurs diner at the Capital (White House) God Bless the USA

UNIVERSAL ENTERTAINMENT GROUP
DOG LIVES BETTER THAN MOST TRIBAL MEMBERS

By Fred Khalilian
April 26
Yes, we are also in the #Online #Internet #development #business. According to my youngest son on this pic "Gabbana" our company www.UniversalTeam.com and all it's projects in the #Movies #Music #OnlineGaming platforms will be evaluated at $50Billion in the next 5years. His older brother Dolce behind him knows that for a fact because we are launching the first ever #online #casino out of #USA in partnership with our: www.PokerTribes.com& #American Indian Tribes of the #State of Oklahoma less than 60 days, so he already retired as you can see!!!

THOMAS QUINN YOUR VENABLE LLP, LOBBYIST [LEFT]

ISAIAS ALMIRA, REPRESENTING UNIVERSAL ENTERTAINMENT GROUP [RIGHT]
ISAIAS ALMIRA IS NOT HIS REAL NAME
OTHER ALIASES HE GOES BY
A.K.A: ADAM I ALMIRA, ISAAC A ALMIRA AND ADAM I LAMIRA

VENABLE LLP CHEYENNE & ARAPAHO LOBBYISTS

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ISAIAS ALMIRA IS NOT HIS REAL NAME
OTHER ALIASES HE GOES BY
A.K.A: ADAM I ALMIRA, ISAAC A ALMIRA AND ADAM I LAMIRA

In the Supreme Court of the Cheyenne and Arapaho Tribes

CONCHO, OKLAHOMA

In re: Temporary Relocation of the Offices of the Judicial Branch, and Formal Recognition of Leslie Wandrie-Harjo as Lawfully Exercising the Gubernatorial Powers of the Cheyenne and Arapaho Tribes.	)	No. SC-AD-2011-02

ORDER

BEFORE: Associate Justice Dennis W. Arrow
Associate Justice Enid K. Boles
Special Justice Katheleen R. Guzman
Special Justice Lindsay G. Robertson

PER CURIAM.

In this Order, we direct that the offices of the Judicial Branch of the Cheyenne and Arapaho Tribes be temporarily re-established at 219 E. Russell, El Reno, OK, 73036. Once the tribal Courthouse now under the unlawful physical control of Ms. Janice Boswell and her agents (none of whom is a lawful Judge, Justice, or Court Clerk of the Tribes), this Court will enter a further Order re-establishing the Judicial Branch of the Tribes at the Concho Courthouse. In the interim, the telephone number of the Judicial Branch for the conduct of all tribal judicial business will be (405) 295-9979.

Because they lack any Judicial Branch authority, any purported Order from Daniel Webber, John Ghostbear, Jennifer McBee, and/or Mary Daniel (or from any other person other than the herein-identified lawful Justices of this Court) purporting to countermand, suspend, or modify this Order will be a legal nullity, void *ab initio,* and of no legal significance. The same is also the case for *any other* future document signed by any or all of them in any purported judicial capacity. Any past document signed by Mr. Webber, Mr. Ghostbear, Ms. McBee, and/or Ms. Daniel in *any* purported judicial capacity is also a void *ab initio* legal nullity of no legal significance. None of those persons exercises any of the judicial power of the Tribes.

The herein-identified lawful Justices of this Court will promulgate future Orders in this matter as necessary to facilitate the re-establishment of the lawful Judicial Branch, and the re-establishment of the rule of law within the Tribes. We also explicitly authorize Trial Court Chief Judge Bob A. Smith to promulgate supplemental Trial Court Rules within the limits established by Part III-D (page 19) of this Order.

In this Order, the lawfully constituted Supreme Court of the Cheyenne and Arapaho Tribes also formally recognizes Leslie Wandrie-Harjo as now lawfully exercising the gubernatorial powers of the Tribes as Acting Governor, and as having lawfully exercised those powers since December 27, 2010. In consequence, the Judicial Branch also recognizes her designee Jeremy Oliver as the current Acting Attorney General of the Tribes, effective December 27, 2010.

Because this is a lengthy Order, we provide a guide to its contents. Parts I and II (pages 2 - 18) explain why this Court has decided to enter this Order today. Part III (pages 18 - 25) describes the details of the temporary Judicial Branch relocation, and the details of the ancillary actions we take to re-establish the lawful officers of the Judicial Branch and thereby to re-establish the rule of law within the Tribes. Part IV (pages 25-28), determines that this Court, as the lawfully constituted Supreme Court of the Tribes, formally recognizes Leslie Wandrie-Harjo, not Janice Boswell, as now exercising the gubernatorial power of the Tribes, effective December 27, 2010. In Part V (pages 28-29), this Court again formally requests assistance from the United States Department of the Interior, and its Bureau of Indian Affairs, in performing our lawful judicial functions. Toward that end, this Court also requests that if they are doing so, BIA officials in the Southern Plains Regional Office immediately cease causing the salaries of the impostor "Justices," "Judges," and "Court Clerks" to be paid with "638 contract" or other federal funds. In Part VI (page 30), we provide for the prompt dissemination of this Order to as many tribal citizens as possible, and to federal officials at the United States Department of the Interior, its Bureau of Indian Affairs, and the United States Department of Justice.

I.

A.

1.

All tribal citizens will be aware of the ongoing governmental chaos precipitated, *inter alia,* by the unlawful physical takeover of the tribal Courthouse orchestrated by Janice Boswell (who still physically occupies the Governor's Office at the Tribes' Concho headquarters) on December 28, 2010, and by Ms. Boswell's claim to have herself "sworn in" as "Justices" persons whose nominations the Third Legislature lawfully rejected on August 6, 2010. *See generally, e.g., In re Judicial Branch of Cheyenne & Arapaho Government,* No. SC-AD-2010-07 (Chey. & Arap. S.Ct. Aug. 12, 2010) (upholding the validity of the Third Legislature's August 6, 2010 rejections of then-Governor Boswell's four July 10, 2010 Supreme Court nominees, which she had made without calling a Special Session for the Legislature to vote on their confirmation); *Lynn v. Boswell,* No. CIV-2010-84 (Chey. & Arap. Trial Ct. Oct. 21, Nov. 8 & Dec. 17 & 22, 2010) (enjoining Daniel Webber, John Ghostbear, Jennifer McBee, and Mary Daniel from purporting to exercise any judicial power of the Tribes, and enjoining then-Governor Boswell from attempting to install them as "Justices"); *Southwest Casino & Hotel Corp. v. Boswell,* No. SC-2009-08 (Chey. & Arap. S.Ct. Nov. 16 & Dec. 14 & 19, 2010) (reaffirming this Court's earlier decision that the Legislature lawfully convened and rejected the nominations of Mr. Webber, Mr. Ghostbear, Ms. McBee, and Ms. Daniel on August 6, 2010); *Boswell v. Lynn,* No. SC-2010-14 (Chey. & Arap. S.Ct. Dec. 10, 2010) (same); *Wandrie-Harjo v. Lynn,* No. SC-2010-14, slip op. at 1 (Chey. & Arap. S.Ct. Dec. 22, 2010) (same; ordering stricken a purported filing by impostor "Justice" Daniel Webber; declaring a purported filing by him as a "Justice" to be a legal nullity; and specifically authorizing Chief Judge Bob A. Smith to consider contempt-of-court proceedings against Mr. Webber); *id.* at 2 (directing the lawful Court Clerks, Patty Bell and Lena Marquez, to refuse to file any documents proffered for filing by Mr. Webber, by Mr. Ghostbear, by Ms. McBee, and/or by Ms. Daniel that purported to exercise any judicial power of the Tribes).

The following verbatim quotation from an October 18, 2010 decision of this Court (in a case to which then-Governor Boswell was a party) summarizes the legal situation insofar as the judicial Branch authority of Daniel Webber, John Ghostbear, Jennifer McBee, and Mary Daniel is concerned:

> The Court takes judicial notice that the Governor, acting on her own authority and despite a negative vote of the Legislature in a meeting this Court has affirmed as valid, has taken the position that [her] four nominees to this Court are now seated on this Court, and that three of the current Justices are not. While the Governor is certainly entitled to an opinion on the meaning of the language of the Appointments Clause of Article VIII, Section 2, this Court is entrusted by the Constitution with the power and responsibility to finally interpret that document as a matter of tribal law. In other words, this Court's interpretations, not the Governor's are final,

CHEY. & ARAP. CONST. art VIII, § 6(a), and [she] is bound by those interpretations under Article VII, Section 4(a).

In *Hoffman v. Lynn,* No. SC-2010-03, slip op. at 49 & n.143 (Chey. & Arap. S.Ct. July 30, 2010, the Executive Branch Appellants acknowledged that "[w]hether a tribal judicial officer holds his or her position legitimately is, indeed, 'a matter of tribal law to be resolved pursuant to tribal law,' " and Article VIII, Section 6(c) explicitly provides that decisions of this Court shall be final as to issues of tribal law. This Court has held before, *see, e.g., In re Judicial Branch,* No. SC-AD-2010-07, slip op. at 4-5 (Chey. & Arap. S.Ct. Aug. 12, 2010), and we hold again today, that the lawful members of this Court are Associate justices Dennis W. Arrow and Enid K. Boles, and Special Justices Katheleen R. Guzman and Lindsay G. Robertson. The Governor is constitutionally obligated to enforce, not defy, court orders, *see* CHEY. & ARAP. CONST. art. VII, § 4(a), and if [she] refuses to do so, she violates the Separation of Powers Clause of Article II, Section 3, as well as her Article IX, Section 14 Oath of Office.

Any Governor who refuses to enforce court orders has forfeited any claim he or she has to be exercising the "executive" powers of the Cheyenne and Arapaho Tribes. *See* CHEY. & ARAP. CONST. art. VII, § 4(a); *In re Judicial Branch,* No. SC-AD-2010-07, slip op. at 1 (Chey. & Arap. S.Ct. Aug. 12, 2010). For any Governor to purport to swear-in any Justice of this Court similarly violates the Separation of Powers Clause of Article II, Section 3, and is, in consequence, a legal nullity. The Constitution of the Cheyenne and Arapaho Tribes does not establish dictatorship, with the Governor having both Executive and Judicial Power.

The vesting of the power and responsibility to finally interpret the Constitution in this Court is essential to the preservation of separation of powers and the rule of law. When the Executive Branch, which controls the power of the purse, claims as well the power to interpret the Constitution, government by law will cease. Any such action would usurp the powers of the Judicial Branch in violation of the Separation of Powers Clause of Article II, Section 3.

Governor Prairie-Chief Boswell has no power under the Cheyenne and Arapaho Constitution to defy Orders of this Court because she thinks that this Court's Orders are wrong, or because one of her attorneys has a "new theory." *See Hoffman v. Lynn,* slip op. at 34-36 (Chey. & Arap. S.Ct. July 30, 2010). Were it otherwise, the Governor would have become a dictator, not the head of the Branch whose duty it is to *execute* the law. Her power would have become even more absolute were she free to circumvent the power of the

> Legislative Branch in the process of confirming new Justices through a device the Judicial Branch has held unconstitutional in a matter . . . necessary to preserve both the independence of the Judicial Branch *and* the constitutionally established confirmatory power of the Legislature. *See In re Judicial Branch,* No. SC-AD-2010-07, slip op. at 1, 18-20 (Chey. & Arap. S.Ct. Aug. 12, 2010).

Southwest Casino & Hotel Corp. v. Boswell, No. SC-2009-08, slip op. at 1-2 (Chey. & Arap. S.Ct. Oct. 18, 2010) (emphasis in original).

Ms. Boswell's December 28, 2010 Courthouse takeover came despite this Court's repeated holdings that the Third Legislature had validly rejected the nominations of Mr. Webber, Mr. Ghostbear, Ms. McBee, and Ms. Daniel, and in defiance of a lawfully entered Trial Court injunction (cited above) both prohibiting them from purporting to exercise any tribal judicial power and enjoining Ms. Boswell from purporting to install them in office).

2.

Because Ms. Boswell has caused this Court to be deprived of access to Court records, our information is admittedly imperfect. But in the event that one or more of the persons who Ms. Boswell purported to "swear into office" (unlawfully) on September 29, 2010 has in fact done nothing in violation of the lawful Orders of this Court or the Trial Court to refrain from purporting to act as a Justice, we note that we lack any information of which we may take judicial notice that *Mr. Ghostbear, Ms. McBee, or Ms. Daniel* have attempted to unlawfully exercise any judicial power of the Tribes. If they have not done so, they may have been wholly innocent pawns in a game played by Ms. Boswell about which they knew little or nothing. We need not and do not decide those issues today.

But impostor "Justice" Daniel Webber attempted to file a December 20, 2010 "stay order" in a Trial Court case (then lawfully before Chief Judge Bob A. Smith) *in which he was a defendant.* [We briefly discuss that event below. *See infra* at 6.] Mr. Webber has also signed a variety of purportedly judicial "orders" during 2011. "On the ground," Daniel Webber *may* personally function as Ms. Boswell's impostor "Supreme Court of One," but whether or not that is the case, this Court has formally authorized Chief Judge Smith to consider contempt proceedings against Mr. Webber. *See Wandrie-Harjo v. Lynn,* No. SC-2010-14, slip op. at 1-2 (Chey. & Arap. S.Ct. Dec. 22, 2010).

The Courthouse takeover has thus far prevented Chief Judge Bob A. Smith from thus far conducting any contempt proceedings against Mr. Webber. But all purported "decisions," "orders," and the like signed by Mr. Webber are void *ab initio* legal nullities.

3.

The proximate cause of Ms. Boswell's December 28, 2010 Courthouse takeover appears to have been a December 27, 2010 Trial Court Order suspending her from office because of her egregious and chronic refusals to abide by her Article VII, Section 4(a) constitutional duty to enforce (not defy) court orders. In consequence of its suspension of Ms. Boswell, the Trial Court's December 27, 2010 Order also transferred gubernatorial power to then-Lieutenant Governor Leslie Wandrie-

Harjo until further Order from that Court. *See Wandrie-Harjo v. Boswell,* No. CIV-2010-107 (Chey. & Arap. Trial Ct. Dec. 27, 2010); *cf. In re Judicial Branch,* No. SC-2010-07, slip op. at 2 (Chey. & Arap. S.Ct. Aug. 12, 2010) (noting that the 2006 tribal Constitution created not a dictator but a Governor with constitutionally limited powers, and holding that any Governor who violates his or her constitutionally mandated duty to enforce court orders "will have suspended his or her own ability to lawfully exercise any governmental power"); *id.* (holding, following an earlier Courthouse takeover orchestrated by Ms. Boswell, that any future physical Courthouse takeover, and/or the attempted installation by any Governor of impostor Judges or Justices who have not been sworn into office by a Justice of this Court, "will . . . *automatically* suspend the Governor's lawful exercise of governmental power" (emphasis in original)).

The December 28, 2010 Courthouse takeover was the second Courthouse takeover orchestrated by Ms. Boswell during 2010 (which, this Court determines today, was her only lawful year in office). *See generally The First Courthouse Takeover Case* [*Smith v. Hoffman*], No. SC-2010-02 (Chey. & Arap. S.Ct. Mar. 22, 26 & 29, 2010) (describing and responding to then-Governor Boswell's unlawful March 16/17, 2010 Courthouse takeover); *The Mandatory Recusal Case* [*Hoffman v. Lynn*], No. SC-2010-03, slip op. at 32-35 (Chey. & Arap. S.Ct. July 30, 2010) (describing in greater detail the extent of then-Governor Boswell's orchestration of the March 2010 Courthouse takeover).

4.

This Court has been fully aware (and has taken judicial notice) of then-Governor Boswell's March 2010 Courthouse takeover, her persistent (and unlawful) refusals to pay the Trial Court's Chief Judge, and the Tribes' sad recent history of embezzlement by tribal officials, "government-by-lockchanging," "government-by-physical-occupation," and attempts at "government-by-physical-intimidation." It was with awareness of the above that this Court entered its August 12, 2010 Order holding that it is within the authority of the Judicial Branch to suspend a Governor who egregiously and chronically violates his or her Article VII, Section 4(a) duty to enforce court orders, and held further that any Governor who effectuates a Courthouse takeover, or who purports to install in judicial office as Judges or Justices persons not lawfully "sworn in" by a Justice of this Court, automatically suspends his or her ability to exercise any governmental powers. *See In re Judicial Branch,* No. SC-AD-2010-07, slip op. at 2 (Chey. & Arap. S.Ct. Aug. 12, 2010). [We also noted in that and many other Orders that the same subsection of the tribal Constitution that grants a Governor "executive" powers *immediately qualifies* that grant with the gubernatorial duty to enforce court orders, *see* CHEY. & ARAP. CONST. art. VII, § 4(a); that any member of the Tribes may bring suit to enforce the Constitution, *id*. art X, § 3; and that the Constitution grants very broad remedial powers to this Court and the Trial Court to enforce judicial Orders, *id.* art. VIII, §§ 5(b), 6(c).]

5.

Despite this Court's August 12, 2010 holding on those matters, Ms. Boswell wrote an October 1, 2010 letter to the Justices of this Court stating that she had herself purported to "swear in" four (therein unidentified) persons as "Justices" on September 29, 2010, and that her "swearing

in" of those persons immediately terminated the status of Associate Justice Arrow, Special Justice Guzman, and Special Justice Robertson as Supreme Court Justices. On behalf of this Court, Associate Justice Boles responded to Ms. Boswell with a brief October 4, 2010 letter, and Justice Boles also provided her with a copy of our August 12, 2010 Order (a copy of which we had also provided to then-Governor Boswell when we issued it). Ms. Boswell replied in a letter of October 5, 2010, in which she stated that *this Court was simply wrong about various matters of tribal constitutional law.*

Perhaps correctly foreseeing another physical Courthouse takeover by Ms. Boswell, on October 6, 2010, Tribal Council Coordinator Rachel Lynn (who Justice Boles had copied in, along with many others, on her October 4 letter to Ms. Boswell) brought suit against Ms. Boswell, Mr. Webber, Mr. Ghostbear, Ms. McBee, and Ms. Daniel. Tribal Council Coordinator Lynn's lawsuit sought injunctive relief against Ms. Boswell prohibiting her from purporting to install the rejected nominees in office (or paying them), and prohibiting the rejected nominees from purporting to exercise any of the powers of a Supreme Court Justice.

Chief Judge Smith granted Ms. Lynn the requested temporary restraining order on October 21, 2010. Following a continuance agreed to by the parties, the Trial Court extended the temporary restraining order to December 7, 2010 (the date of the rescheduled declaratory and injunctive relief hearing), and Ms. Boswell appealed that extension on December 1. On December 10, 2010, this Court dismissed that appeal as premature under our longstanding interpretation of Sections 102(a)(1)(iv) and 103(a)(3) & (4) of the Code of Appellate Procedure as not authorizing appeals of temporary restraining orders without the consent of the Trial Court.[1] But in view of the importance of the question insofar as *injunctive* relief was concerned (though we deemed the Legislature's rejection of those nominees and this Court's multiple decisions upholding that rejection to have long settled the *substantive* question of the rejected nominees' lack of judicial status), we remanded Tribal Council Coordinator Lynn's lawsuit to the Trial Court with instructions to conduct the hearing on injunctive relief, without any further continuances, within ten days. *Boswell v. Lynn,* No. SC-2010-14 Chey. & Arap. S.Ct. Dec. 10, 2010). The Trial Court conducted that hearing on December 17; no Defendant appeared; and the Trial Court granted declaratory relief and the requested injunction against all of the defendants in a December 17 Minute Order, an Amended Order, and a December 22 formal Order.

As a *defendant* in that lawsuit, Daniel Webber chose to absent himself from the Trial Court's December 17 hearing (conducted by lawful Chief Judge Bob A. Smith) on whether he should be *enjoined* from purporting to act as a Supreme Court Justice. But as noted above, Mr. Webber found the time on January 20 to attempt to file an "order" *as a "Justice"* purporting to stay Trial Court proceedings in that case. [Two days later, this Court ordered that document stricken from the records of that case, but also ordered that Mr. Webber's purportedly judicial filing therein (and another one in another case) be retained as evidence in the event of future contempt (or other) proceedings against Mr. Webber].

Because Mr. Webber, Mr. Ghostbear, Ms. McBee, and Ms. Daniel have no Judicial Branch authority whatsoever, we also directed Court Clerks Patty Bell and Lena Marquez to refuse to file any other document tendered by them in the future that purported to exercise any Judicial Branch

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[1] *See, e.g., Harjo v. Flyingman,* No. SC-2009-05, slip op. at 1-4 (Chey. & Arap. S.Ct. June 2, 2009).

power of the Tribes. *See Wandrie-Harjo v. Lynn,* No. SC-2010-14, slip op. at 2 (Chey. & Arap. S.Ct. Dec. 22, 2010).

6.

Having earlier announced in writing to the herein-identified lawful Justices of this Court that she had purported to swear her legislatively-rejected nominees into "office" herself, Ms. Boswell's response to her December 27, 2010 Trial Court suspension from office for egregiously and chronically defying court orders was to generate a second unlawful 2010 Courthouse takeover a day later. Ms. Boswell was obviously unwilling to take "no" for an answer on her judicial nominees from the Third Legislature, from this Court, or from the Trial Court (in the case of the Trial Court, a suit brought against her by the Coordinator of the Tribal Council Branch of Cheyenne and Arapaho Government).

While we have no direct personal knowledge of the matter, we are aware of troubling reports that one or both of Ms. Boswell's 2010 Courthouse *coups d'etat* was facilitated by one or more BIA or BIA-directed personnel. Whether or not those reports have any factual basis, it is incontrovertible that both of Ms. Boswell's 2010 Courthouse takeovers greatly damaged the ability of the lawfully constituted Judicial Branch of tribal Government to protect the rule of law within the Tribes.

B.

1.

Attendant to the physical exclusion of the lawful Supreme Court Justices from the Courthouse on December 28, 2010 was the removal by Ms. Boswell and her agents of the lawful Court Clerks (Patty Bell and Lena Marquez) and the constructive removal of the Trial Court's Chief Judge (Bob A. Smith) from the Courthouse. Although none of the Justices of this Court was physically present at the Courthouse on December 27 or 28, 2010, we have been informed by persons present who we deem credible that the material events commenced shortly after Chief Judge Bob A. Smith entered his December 27, 2010 Order in *Wandrie-Harjo v. Boswell,* No. CIV-2010-107 (Chey. & Arap. Trial Ct. Dec. 27, 2010), the case brought against then-Governor Boswell by her Lieutenant-Governor seeking Ms. Boswell's suspension from office on the ground that, in violation of her constitutional obligations, Ms. Boswell had egregiously and chronically defied court orders. In his December 27, 2010 decision in that case, Chief Judge Bob A. Smith identified and described a substantial number of court orders that, he concluded, Ms. Boswell had defied, and entered conclusions of tribal constitutional law that supported his decision to suspend Ms. Boswell's gubernatorial powers and to transfer them to former-Lieutenant Governor Leslie Wandrie-Harjo until further Order of the Court. *See Wandrie-Harjo v. Boswell,* No. CIV-2010-107 (Chey. & Arap. Trial Ct. Dec. 27, 2010).

2.

We are credibly informed that Ms. Boswell, a number of her agents/employees, and/or others went to the Courthouse after the Trial Court entered its December 27, 2010 Order suspending Ms.

Boswell from office. [Ms. Boswell had elected not to appear at the declaratory and injunctive relief hearing before Chief Judge Smith on that day.] When Ms. Boswell and a group of her agents and/or supporters appeared at the Courthouse after Chief Judge Smith entered his December 27, 2010 Order, Ms. Boswell informed Court Clerks Patty Bell and Lena Marquez that, on penalty of suspension by Ms. Boswell, from that day forward they would be required to file documents presented to them for filing by one or more of the impostor "Justices," and/or to file documents presented by Ms. Boswell's Attorney General (or her other agents) that had been signed by impostor "Justice" Webber. Ms. Boswell reportedly also informed Court Clerks Bell and Marquez that they would be required to refuse to file documents presented for filing by the lawful Justices of this Court. Ms. Bell and Ms. Marquez were then informed by Ms. Boswell that she would give them the evening of December 27, 2010 to "think it over."

We are credibly informed that Ms. Boswell and a group of her agents and/or supporters (along with BIA Law Enforcement Officer Mark Cody) returned to the Courthouse after Court Clerks Patty Bell and Lena Marquez returned for work there on the morning of Tuesday, December 28, 2010. Again presented with the above-described ultimatum by Ms. Boswell, Court Clerks Bell and Marquez, at great personal sacrifice (both have long and well served the Judicial Branch, and Ms. Bell has been a tribal employee for over twenty years), rejected Ms. Boswell's ultimatum. Both called to Ms. Boswell's attention this Court's December 22, 2010 Order in *Wandrie-Harjo v. Lynn,* No. SC-2010-14, slip op. at 2 (Chey. & Arap. S.Ct. Dec. 22, 2010), which had ordered them to refuse to file any documents proffered for filing as "Justices" by Mr. Webber, Mr. Ghostbear, Ms. McBee, or Ms. Daniel. Court Clerks Bell and Marquez stated that they could not and would not defy that Order from this Court. Both pointed out that, under tribal law, they were hired and supervised not by Ms. Boswell but rather by the Judicial Branch. Ms. Boswell thereupon purported to suspend Ms. Bell and Ms. Marquez on the spot.

Although both Ms. Bell and Ms. Marquez are *enormous* people when it comes to their integrity, uprightness, moral courage, and the seriousness with which they take their duties to the Cheyenne and Arapaho Tribes, neither Ms. Bell nor Ms. Marquez is *physically* large. Feeling physically intimidated (and reasonably so) under the circumstances, they elected to avoid a physical confrontation with Ms. Boswell and her group of agents and/or supporters, and Ms. Bell and Ms. Marquez left the Courthouse. They have not been, and they are not now, being paid.

In further violation of both court orders[2] and the tribal Constitution,[3] Ms. Boswell then purported to replace Ms. Bell and Ms. Marquez with a series of persons as new "Court Clerks." But none of those agents of Ms. Boswell was (or is) a lawful Court Clerk. This Court, not Ms. Boswell, any of her agents, any Governor, Ms. Boswell, impostor "Justice(s)," or anyone else, has the power

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[2] *See, e.g., In re Attempted Removal of the [Trial] Court [Chief] Judge,* No. SC-2007-05, slip op. at 1 (Chey. & Arap. S.Ct. May 4, 2007); *The Legislative Staff Employment Case* [*Tall Bear v. Flyingman*], No. SC-2008-10, slip op. at 21-22 (Chey. & Arap. S.Ct. Dec. 3, 2009).

[3] *See, e.g.,* CHEY. & ARAP. CONST. art. VIII, § 9(b) ("The Judicial Commission shall have the power to make recommendations to the *Chief Judge* to discipline or remove any Court Clerk . . . ." (emphasis added)); *id.* art. II, § 3 ("No official of any branch of Government shall exercise any power granted in this Constitution or properly delegated by law to any other branch except as expressly directed or permitted by this Constitution.").

to hire, supervise, and/or terminate Court Clerks. *See, e.g., supra* at 8 & notes 2, 3 (citing cases and constitutional provisions).

3.

Upon becoming aware that Ms. Boswell was obviously intent upon commandeering the entire Judicial Branch by dictating who the "Justices" and "Court Clerks" would be (and by dictating what would and would not be filed at the Courthouse), Chief Judge Bob A. Smith thereupon also left the Courthouse on December 28, 2011. We are credibly informed that Chief Judge Smith refused to work with impostor "Justices" and "Court Clerks" (and ultimately, to work *for Ms. Boswell*).

Chief Judge Bob A. Smith may also have reasonably concluded that since the impostor "Court Clerks" were paid and supervised by Ms. Boswell and her agents, he could be denied Trial Court files at Ms. Boswell's command. He may also have reasonably foreseen that any Order he entered that Ms. Boswell did not like would quickly be "vacated" by impostor "Justice" Daniel Webber or by one of Ms. Boswell's other agents. He may also have reasonably assumed that one or more of the impostor "Justices" would soon enter a purported "order" depriving him of his lawful Trial Court jurisdiction. He may have also reasonably foreseen that had he stayed, in short order there would likely have been another Courthouse intervention by Ms. Boswell to oust him from the Courthouse. He may also have reasonably foreseen that Ms. Boswell would continue to unlawfully withhold his salary, since Ms. Boswell has only paid him once for any of his work after February 2010 (and that payment was made only after a direct August 2010 Order of this Court flatly directing Ms. Boswell to stop making dilatory pretextual excuses for not paying Chief Judge Smith, and to pay him his then-owed salary within two business days or face immediate suspension by this Court[4]). [Ms. Boswell complied with this Court's direct order to pay Chief Judge Smith on the deadline date of August 16, 2010, but was apparently quite unhappy with that Order. Her one-page *pro se* statement accompanying a photocopy of the check payable to Chief Judge Smith was single-spaced (without top, bottom, or side margins), and might reasonably be construed as boiling down to the proposition that the herein-identified lawful Justices of this Court are evil.]

4.

Under the above-described circumstances, the lawful officials of the Judicial Branch have subsequently been denied access by Ms. Boswell and her agents to the Trial Court records necessary to process Trial Court business and the documents necessary to prepare and transmit appellate files (and other documents) to the Justices of this Court.[5] It might have appeared that by New Year's Day

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[4] *See In re Judicial Branch,* No. SC-AD-2010-07, slip op. at 22-24 (Chey. & Arap. S.Ct. Aug. 12, 2010).

[5] The statement in the text requires further explanation in one particular.

This Court has the power to appoint Special Justices and Special Judges as it deems necessary for the conduct of judicial business, *see, e.g., In re Appointment of Special Judges,* No. SC-AD-2007-01 (Chey. & Arap. S.Ct. Aug. 24, 2007) (collecting cases), and in the case of Special Justices, such appointments may

be made for all cases where fewer than the Article VIII, Section 1(b)-prescribed complement of one Chief Justice and four Associate Justices hold lawful "regular" Supreme Court appointments. *See, e.g., In re Judicial Branch,* No. SC-AD-2010-07, slip op. at 4-5 (noting the general, non-case-specific nature of the appointments of Special Justices Katheleen R. Guzman and Lindsay G. Robertson).

Where no lawfully seated Chief Judge holds that office, this Court may also appoint a Special Judge and specify that his or her appointment is not limited to a specific case or cases, or else (absent a lawful occupant of the constitutional office of Chief Judge) the work of the Trial Court could not continue. But because this Court has never *de facto* removed a lawful occupant of the constitutionally created office of Chief Judge (nor has it ever contemplated doing so), we have never appointed a Special Judge with non-case-specific jurisdiction (*i.e.,* for *every* Trial Court case) where a lawfully seated Chief Judge holds office.

We have frequently found it useful, however, to appoint Special Judges and assign them specific cases where the Chief Judge recuses or disqualifies, or where this Court determines that the Chief Judge has a conflict of interest. *See generally, e.g., In re Attempted Removal of the [Trial] Court [Chief] Judge,* No. SC-2007-05, slip op. at 2 ("Should [then-Chief Judge Charles Tripp] recuse in any particular case, of course, this Court may appoint one of the special Trial Court Judges, appointed and/or reappointed by our companion Order today in No. SC-AD-2007-01, to assume responsibility for particular cases (or categories of cases) now on the docket of the Trial Court."); *In re Appointment of Special Judges,* No. SC-AD-2007-01 (Chey. & Arap. S.Ct. July 10, 2007) (appointing Bob A. Smith, Barbara Smith, and Dana Deere to sit as Special Judges to fill in for then-Chief Judge Tripp for particular cases or categories of cases "as needed"); *In re Rescheduled Special Session,* No. SC-2008-01, slip op. at 1 ("Special Judges . . . are appointed as necessary by this Court.").

As noted above, once this Court has appointed a Special Judge as such, this Court ordinarily *itself* will appoint him or her to hear and determine a particular case or a particular category of cases. *See, e.g., In re Recusal of Chief Judge Bob A. Smith from Case No. CIV-2010-16,* No. SC-AD-2010-01 (Chey. & Arap. S.Ct. Apr. 7, 2010) (assigning Case No. CIV-2010-16 to Special Judge Barbara Smith following Chief Judge Bob A Smith's recusal in that case); *In re Reassignment of Case No. CIV-2009-09,* No. SC-AD-2010-04 (Chey. & Arap. S.Ct. May 12, 2010) (following Special Judge Dana Deere's resignation as Special Judge, reassigning Case No. CIV-2009-09, previously assigned to Special Judge Deere, with instructions, to Special Judge Barbara Smith); *In re Reassignment of Case Nos. CIV-2009-70, CIV-2009-71, and CIV-2009-72* (Chey. & Arap. S.Ct. July 23, 2010) (following Special Judge Deere's resignation, assigning those cases to Special Judge Barbara Smith); *In re Recusal of Chief Judge Bob A. Smith in Case No. CIV-2010-40* (Chey. & Arap. S.Ct. July 6, 2010) (assigning Case No. CIV-2010-40 to Special Judge Barbara Smith following the recusal of Chief Judge Bob A. Smith); *Smith v. Hoffman,* No. SC-2010-02 (Chey. & Arap. S.Ct. Mar. 31, 2010) (anticipatorily assigning to Special Judge Barbara Smith any case filed by Chief Judge Bob A. Smith seeking relief beyond that awarded to him by our earlier Orders in that case stemming from the unlawful Courthouse takeover of mid-March 2010, stemming from Chief Judge Smith's unlawful removal from his lawful residence at Concho at that time, stemming from consequential damage to and/or theft of Chief Judge Smith's personal property at that time, or stemming from related contemporaneous events).

Without any objection having been raised, we have also (if *sub silentio*) developed a practice of allowing the Chief Judge of the Trial Court, upon recusal, to assign that case to a Special Judge we have previously appointed as such. *See, e.g., In re Rescheduled Special Session,* No. SC-2008-01, slip op. at 3 (Chey. & Arap. S.Ct. Apr. 28, 2008) (accepting, without objection, the assignment of Case No. CIV-2008-12 to Special Judge Barbara Smith by then-Chief Judge Charles Tripp upon then-Chief Judge Tripp's recusal); *In re Legislative Banishment,* No. SC-2009-19 (Chey. & Arap. S.Ct. Nov. 2, 2009) (accepting, without objection, the assignment to then-Special Judge Dana Deere by Special Judge Bob A. Smith of Case No. CIV-2009-75 upon Chief Judge Smith's recusal).

2011, Ms. Boswell's takeover of the Judicial Branch was complete, that her second Courthouse *coup d'etat* was permanent, and that by the beginning of 2011 Ms. Boswell was in firm control (however unlawfully) of at least two of the four Branches of tribal Government.

C.

1.

Chief Judge Bob A. Smith (whose status as such we have reaffirmed seemingly a dozen times[6]) was thereby unlawfully prevented from effectively performing his judicial duties (*i.e.,*

We are informed (and have confirmed with Special Judge Barbara Smith) that the persons now in physical control of the Courthouse have permitted her entry into the Courthouse for purposes of conducting judicial business. The specific cases described above, in which we or Chief Judge Bob A. Smith have authorized Special Judge Barbara Smith to exercise jurisdiction, were the only cases in which she had jurisdiction prior to the issuance of this Order. [We further address issues related to Special Judge Barbara Smith's jurisdiction in Part IV-G of this Order below. *See infra* at 20 -22].

Needless to say, all decisions rendered by Special Judge Barbara Smith, like all decisions of Chief Judge Bob A. Smith, are subject to appeal not to Ms. Boswell's impostor "Justices" but rather to the lawful herein-identified lawful Justices of this Court.

[6] *See, e.g., In re Rescheduled Special Session* [*Flyingman v. Hoffman*], No. SC-2008-01 (upholding the power of then-Governor Darrell Flyingman to have called a timely Special Session of the Second Legislature, on a date and at a time and place certain, at which the Legislature could vote to approve or disapprove judicial nominees; denying the power of then-Acting Second Legislature Speaker Ida Hoffman to have "cancelled," then retroactively "recessed," then "reconvened" the Special Session on various days during the week of March 10 to 14, 2008; and holding that the nomination of Bob A. Smith as Chief Judge had in consequence been confirmed by operation of tribal constitutional law); *In re Legislative Banishment,* No. SC-2009-19 (Chey. & Arap. S.Ct. Nov. 2, 2009) (rejecting for a variety of reasons an April 11, 2009 attempt by the Second Legislature to banish Chief Judge Smith from tribal territory, and reaffirming his status as Chief Judge of the Trial Court); *The First Courthouse Takeover Case* [*Smith v. Hoffman*], No. SC-2010-02 (Chey. & Arap. S.Ct. Mar. 22, 2010) (rejecting arguments made by then-Governor Boswell and/or Ms. Hoffman that a "declaration" signed by a small number of tribal citizens averring that they were traditional tribal leaders did not effectuate the banishment of Chief Judge Smith from tribal territory, and again reaffirming his status as Chief Judge); *id.* (Mar. 26 & 29, 2010) (order and *nunc pro tunc* order denying rehearing) (adhering to those conclusions whether the purported action was characterized as a "banishment" or an "exclusion"); *Blackbear v. Boswell,* No. SC-2010-01, slip op. at 3-4 (Chey. & Arap. S.Ct. Apr. 2, 2010) (again reaffirming Chief Judge Smith's status as such, and holding that then-Governor Boswell's Article IX, Section 14 Oath of Office, as well as her Article VII, Section 4(a) duty to enforce court orders, required her to recognize Chief Judge Smith's status as such). *But cf., e.g., The Mandatory Recusal Case* [*Hoffman v. Lynn*], No. SC-2010-03, slip op. at 1-70 (Chey. & Arap. S.Ct. July 30, 2010) (describing and rejecting a sequence of increasingly bizarre arguments made by then-Governor Boswell's Chief of Staff Ida Hoffman, and other Executive Branch officials, to the effect that Bob A. Smith was not the lawful Chief Judge and/or that the Executive Branch had no duty to pay him his salary); *In re Judicial Branch,* No. SC-AD-2010-07 (Chey. & Arap. S.Ct. Aug. 12, 2010) (same, and finding an even newer such argument made by then-Governor Boswell in a *pro se* filing to be pretextual, and facially factually malpremised).

hearing and deciding all Trial Court cases not specifically assigned by this Court or by Chief Judge Bob A. Smith to Special Judge Barbara Smith[7]). [Chief Judge Bob A. Smith and Special Judge Barbara Smith are not related to each other.] The Justices of this Court have also been severely impaired by our unlawful exclusion from the Courthouse and (perhaps) by the diversion by the impostor "Court Clerks" to the impostor "Justice(s)" of any appeals to the Supreme Court that might have been filed at the Courthouse since the December 28, 2010 Courthouse takeover.

But each of the herein-identified lawful Justices has retained photocopies of the files in all of the cases that were pending before this Court as of December 28, 2010. We also have copies of the Constitution, photocopies of all tribal statutes, Election Commission regulations, other legal documents, and all prior decisions of this Court. For those reasons, and because we have frequently conducted Supreme Court oral arguments at the law schools of Oklahoma City University and the University of Oklahoma, this Court is at least somewhat less "Courthouse-and-Court-Clerk-dependent" than is Chief Judge Smith. We have continued to function as best we can under the circumstances.

2.

On January 5, 2011, the herein-identified Justices of this Court responded to an invitation from Paul Knight, then-Acting Superintendent of the BIA's Concho Agency, to submit documentation demonstrating that the Bureau should formally recognize us as the lawful Justices of this Court *for federal/tribal government-to-government-relationship purposes*. Our lengthy response to Acting Superintendent Knight described the factual circumstances relevant to our status (and relevant for other purposes) in some detail, and provided numerous citations to the Cheyenne and Arapaho Constitution, to tribal statutes, and to the interpretive caselaw of this Court. [The question whether we are *in fact* the lawful Justices of the Supreme Court is of course a question of tribal, not federal, law.]

We are informed that Court Clerks Patty Bell and/or Lena Marquez made oral and/or written Statement(s) to Mr. Knight and/or to other BIA personnel between the time of the December 28, 2010 Courthouse takeover and January 5, 2011. The Justices of this Court did not collaborate with Ms. Bell and/or Ms. Marquez in the preparation of any such Statement(s) the latter may have made. Because Ms. Bell and Ms. Marquez were present at the Courthouse on December 27 and 28, 2010 and we were not, however, we defer to their description of events to the extent that any details thereof may be inconsistent with the summary we provide above. But the precise details are immaterial for purposes of this Order in light of our repeated constitutional-law-based holdings that "no Governor may evade responsibility for the unlawful acts of his or her subordinates by having proxies do the dirty work and then arguing that he or she did not do it *personally*," *e.g., The Mandatory Recusal Case* [*Hoffman v. Lynn*], No. SC-2010-03, slip op. at 34 (Chey. & Arap. S.Ct. July 30, 2010); *see also, e.g., Hoffman v. Old Crow,* No. SC-2010-04, slip op. at 6-7 (Chey. & Arap. S.Ct. July 7, 2010) (same).

It is more than enough for present purposes to take judicial notice of: **[1]** Ms. Boswell's October 1, 2010 letter to the herein-identified Justices of this Court stating that she had purported

[7] *See generally supra* at 9-11 n.5.

to swear four persons into office as "Justices" personally on September 29, 2010 despite this Court's August 12, 2010 Order in *In re Judicial Branch* holding that the Third Legislature had lawfully rejected their nominations; **[2]** Ms. Boswell's confirmation that the four persons she had purported to swear in as "Justices" were Mr. Webber, Mr. Ghostbear, Ms. McBee, and Ms. Daniel in an October 5, 2010 letter to Justice Boles; **[3]** Ms. Boswell's direct challenge to this Court's Article VIII, Section 6(c) power to finally interpret and apply the tribal Constitution, and to finally resolve issues of tribal law, in an October 12, 2010 letter to Justice Boles; **[4]** Ms. Boswell's repeated refusals to acquiesce in (let alone "enforce") this Court's repeated reaffirmations of its conclusion that the Third Legislature had lawfully rejected Ms. Boswell's four Supreme Court nominees on August 6, 2010; **[5]** Ms. Boswell's attorneys' repeated (if unsuccessful) requests during late 2010 that Court Clerks Patty Bell and Lena Marquez forward documents tendered by Ms. Boswell for filing with the Supreme Court not to all of the herein-identified lawful Justices of this Court, but rather (in addition to lawfully seated Justice Boles) to Mr. Webber, Mr. Ghostbear, Ms. McBee, and Ms. Daniel;[8] and **[6]** Ms. Boswell's participation in and orchestration of the unlawful displacement of this Court's lawful Court Clerks and Justices (and effectively, Chief Judge Bob A. Smith), and their replacement with impostors, in the December 28, 2010 Courthouse takeover.

Shortly after filing our January 5, 2011 Statement with Acting Superintendent Knight, this Court's Justices were provided copies of the aforementioned January 6, 2011 letter from Southern Plains Regional Director Dan Deerinwater to Ms. Boswell, in which Mr. Deerinwater stated, *inter alia,* that the BIA would continue to recognize Ms. Boswell as exercising lawful gubernatorial powers for federal/tribal government-to-government-relationship purposes "on an interim basis," and that he had approved her requested "contract modifications." We reviewed the text of that letter and determined that, even though we were unsure whether any of those "contract modifications" affected the Judicial Branch, no response by us to Mr. Deerinwater's letter was appropriate under the circumstances. [On grounds this Court deems quite reasonable, the Interior Board of Indian Appeals vacated Mr. Deerinwater's decision and remanded the issue to him on March 28, 2011.]

Later in January 2011, this Court prioritized and decided a fully-briefed and submitted appeal that was important both to resolve an important question of tribal constitutional law and to determine the rightful occupant of the A-3 District seat in the Third Legislature. *See Spottedwolf v. Election Commission,* No. SC-2010-09 (Chey. & Arap. S.Ct. Jan. 20, 2011). We held therein that former A-3 District Legislator Patrick Spottedwolf had lawfully been recalled from office, and that the Election Commission had lawfully conducted the subsequent Special Election required by Article VII, Section 8(b) and Article IX, Section 11 of the tribal Constitution. *Id*. at 1-9. [Shortly thereafter, Justice Boles swore Rupert Nowlin, the certified winner of that Special Election, into office as the lawfully seated A-3 Legislator as provided by Article IX, Section 14 of the Constitution and extrinsic tribal law.]

Although we have no way of knowing how widely that decision was disseminated among tribal citizens, our January 2011 *Spottedwolf* decision also provided a method for filing documents

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[8] *See, e.g.,* Letter from Carla Hoke [of the Thomas W. Fredericks (*et al.*) Law Firm, which represented then-Governor Boswell] to Patty Bell, Clerk of Court, Nov. 15, 2010, at 1 (regarding a filing made by then-Governor Boswell in *Southwest Casino & Hotel Corp. v. Boswell,* No. SC-2009-08 (Chey. & Arap. S.Ct.) (dated and file-stamped Nov. 15, 2010, and properly included by Ms. Bell in the file of that case).

with this Court (through Special Justice Robertson) during the pendency of the Courthouse takeover. *See id.* at 9.

In late March 2011, we were provided with copies of a March 18, 2011 document promulgated by the Third Legislature indicating on its face that, on a wide variety of grounds, the Legislature had unanimously voted to impeach Ms. Boswell and to remove her from office on a permanent basis. Because there was no challenge to that impeachment brought to the lawfully constituted Trial Court (*i.e.,* to Chief Judge Bob A. Smith), and consequently no appeal to the lawfully constituted Supreme Court, we have not to this date expressed any opinion about whether that impeachment and permanent removal satisfies Article XII, Section 2 requirements. In view of the actions we take below, we need not do so today. *See generally infra* at 26-28. [We note, however, that because Watonga attorney Daniel Webber is solely an agent of Ms. Boswell and has no Judicial Branch authority whatsoever,[9] a purportedly "judicial" order from him purporting to prohibit the Third Legislature from conducting the March 18, 2011 vote to impeach and permanently remove Ms. Boswell[10] was (and is), like every one of Mr. Webber's other purportedly "judicial" filings, a legal nullity, void *ab initio,* and of no legal significance.]

In a well-reasoned March 28, 2011 letter, Concho Agency Superintendent Betty Tippiconnie determined that the herein-identified Justices of this Court (Justices Arrow, Boles, Guzman, and Robertson) **are** the Supreme Court Justices who the Bureau should (and would) recognize for federal/tribal government-to-government-relationship purposes. Consistent with our numerous prior holdings,[11] Superintendent Tippiconnie's March 28, 2011 letter further determined that the Bureau would recognize Bob A. Smith as the lawful Chief Judge of the Trial Court for federal/tribal government-to-government-relationship purposes.

In response to Superintendent Tippiconnie's March 28, 2011 letter, this Court promulgated a March 31, 2011 Order reaffirming the status of Patty Bell as the lawful Court Clerk, and Lena Marquez as the lawful Deputy Court Clerk, of the Judicial Branch of the Cheyenne and Arapaho Tribes. [We had previously held several times that the identity of the Court Clerks is established by this Court, and that their supervision, discipline, and/or termination is subject to the *exclusive* control of this Court.[12]]

Based, *inter alia,* on Superintendent Tippiconnie's March 28, 2011 decision and our March 31, 2011 reaffirmation of the identity of the lawful Court Clerks, on April 4, 2011 (the fifth anniversary of the 2006 tribal Constitution, as things would have it), Chief Judge Bob A. Smith wrote to Ms. Boswell (providing copies, *inter alia,* to Superintendent Tippiconnie, to Southern Plains Regional Director Dan Deerinwater, and to BIA Law Enforcement Officer Mark Cody) requesting immediate access to the Courthouse for himself, for all of the herein-identified Justices

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[9] *See, e.g., supra* at 1-4 (citing and quoting from some of the many cases in which this Court has so held).

[10] *See generally, e.g., Legislators Impeach, Remove Boswell; Says Not,* WATONGA REPUBLICAN, Mar. 23, 2011, at B3 (reporting on Mr. Webber's purported March 17, 2011 "judicial order").

[11] *See, e.g., supra* at 11 n.6.

[12] *See supra* at 8 nn.2, 3 (citing cases and constitutional provisions).

of this Court, and for Court Clerks Patty Bell and Lena Marquez. [We are unaware of any responsive action taken by any recipient of Chief Judge Smith's April 4, 2011 letter since that date.]

On May 11, 2011, Southern Plains Regional Director Dan Deerinwater promulgated a letter denying as untimely filed Ms. Boswell's appeal of Superintendent Tippiconnie's March 28, 2011 decision recognizing the legitimacy of the herein-identified Justices of this Court for federal/tribal government-to-government relationship purposes. Mr. Deerinwater's May 11, 2011 letter concludes:

> 25 C.F.R. § 2.6(b) provides that, "Decisions made by officials of the Bureau of Indian Affairs shall be effective when the time for filing a notice of appeal has expired and no notice of appeal has been filed." Therefore, **the Superintendent's decision of March 28, 2011, regarding the recognition of the Tribes' Supreme Court is effective as of April 28, 2011, and the decision is final for the Department.**

(emphasis added). [The Justices of this Court have no knowledge about whether any Southern Plains Regional Office (or other BIA) personnel have caused the impostor "Justices," "Judges," or "Court Clerks" to be paid from "638 contract" or other federal funds either before or after the promulgation of Regional Director Deerinwater's May 11, 2011 decision.]

In a lengthy July 14, 2011 letter to Charles Babst and Alan Woodcock, the Regional Solicitors of the Bureau of Indian Affairs in Tulsa, the Justices of this Court formally sought BIA assistance both in immediately re-establishing physical control over the Courthouse by lawful Judicial Branch personnel, and in protecting the lawful Judicial Branch personnel from physical violence while there. We also provided copies of that letter to the Tribal Liaisons for the United States Attorney's Offices for the Western District of Oklahoma (AUSA Arvo Mikkanen, Oklahoma City) and the Northern District of Oklahoma (AUSA Trent Shores, Tulsa). In that letter, we described the factual and legal situation that we summarize above. We also described the Tribes' sad recent history of Courthouse takeovers, tribal "government-by-physical-office-occupation," tribal "government-by-lockchanging-on-office-doors," and physical intimidation of Judicial Branch personnel.

II.

A.

In light of the above-described circumstances, we have determined that awaiting BIA assistance in reoccupying the Concho Courthouse might prove ill-advised. We acknowledge our perception that, from time to time, the Tribes' lawful Judicial Branch has received something less than insightful, useful, and enthusiastic support from the BIA's Southern Plans Regional Office in Anadarko. *See, e.g., In re Judicial Branch,* No. SC-AD-2010-07 (July 7 & 14 & Aug. 12, 2010). [What (if any) actions are now being undertaken by any Bureau official(s) in response to our requests for assistance are unknown to any Justice of this Court.]

We assume that the requests of the lawful Judicial Branch officials for BIA assistance are

now being considered by BIA officials as they deem appropriate. But we may operate on the assumption that such efforts will be both prompt and effective only at the peril of the Judicial Branch, tribal citizens, and the Tribes.

Like most courts, this Court now lacks the power to physically and lawfully sign checks. [This Court had *hoped* never to be forced to assert the Article VIII, Section 6(g) constitutional power of the Judicial Branch to administer its own appropriated funds, but reserves the right to invoke that power by Order in the future.]

Like all other courts of which we are aware, we command no armies. We have no regular "line" authority over tribal security forces (which are still under Ms. Boswell's direct physical command). We do not command the BIA's Law Enforcement personnel at Concho. As a tribal institution, we lack the power to order any BIA official (or any federal official) to do anything.

But to the extent authorized by the Cheyenne and Arapaho Constitution, this Court *does* exercise the sovereignty of the Cheyenne and Arapaho Tribes. In response to the reasonable requests of tribal citizens for *immediate* access to *lawfully constituted* courts for all Judicial Branch business, we today exercise that authority in this Order. Insofar as situs-related matters are concerned, we decide no more in this Order than that a claimant to the Governorship (let alone one who has been judicially suspended, at least facially[13] legislatively impeached and permanently removed from office, and who this Court now formally determines to not exercise any lawful governmental power of the Tribes) may not crush the rule of law within the Tribes by physically occupying the tribal Courthouse, determining the "Court Clerks," "Judges," and "Justices" who will be paid; unlawfully installing her agents as impostor "Justices," "Judges," and "Court Clerks" at the Concho Courthouse; and directing her agents (as "Court Clerks") to file documents as "court orders" presented by the impostor "Judges" and "Justices" but not those presented by the lawfully-seated Justices and Chief Judge of the Tribes.

The herein-identified Justices of this Court are committed to the restoration of the rule of law within the Tribes through the exercise, if necessary, of **tribal sovereignty alone.** But we will need the help of many, many tribal citizens to succeed.

B.

Many tribal citizens have recently written letters to Chief Judge Bob A. Smith expressing their desire that the Judicial Branch take whatever action it can lawfully take to facilitate the availability of prompt resolution of disputes over which the Judicial Branch has jurisdiction by the lawful Justices (and Judge(s)) of the Tribes.

The urgent need for such action is compounded by the prospect of duelling Election Commissions (one reportedly appointed unilaterally by Ms. Boswell), duelling sets of candidates for legislative office, and the prospect that 2007-style electoral chaos will ensue. There are many

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[13] *See generally supra* at 13-14 & n.10. The validity of that impeachment and Ms. Boswell's *permanent* removal from office has not yet been ruled upon either by the lawful Trial Court or by this Court. We do not prejudge that question, nor need we rule on it today. To state the obvious, however, any purported "resolution" of *any* aspect of the "validity-of-the-impeachment" issue by any impostor "Judge" or "Justice" is a legal nullity, void *ab initio,* and of no legal relevance whatsoever.

important tribal interests now in immediate jeopardy, and tribal citizens' interests in the conduct of fair and legitimate tribal elections is among the highest.

There are many other similarly important tribal interests, not the least of which is the interest in assuring that tribal funds are neither embezzled nor squandered, and that all tribal funds are lawfully spent. [And where a Governor attempts for political reasons to "starve" a Branch (or a District, or a tribal official, or a tribal citizen) of funds to which it, he, or she is lawfully entitled, tribal citizens and any affected tribal governmental entity also have interests in seeing that such funds *are in fact disbursed.*]

Effective pursuit of all of those interests demands effective restoration of constitutional Separation-of-Powers principles as a part of the restoration of the rule of law.

The Third Legislature is apparently of a like mind about the urgent necessity of re-establishing the rule of law within the Cheyenne and Arapaho Tribes. Having itself moved to office space in El Reno, it has now offered to relocate into smaller office space there so that the Judicial Branch may re-establish itself at a location at which it may function (even if at less than ideal efficiency) away from Concho.

For the reasons described above, we have determined that immediate action by this Court is necessary. On behalf of the Judicial Branch, this Court offers its sincere appreciation to the Third Legislature for its generous offer of office space, and in the spirit of working cooperatively for the benefit of all tribal citizens toward restoring the rule of law within the Tribes, we accept the Third Legislature's office-space offer in this Order.

Formally moving the Judicial Branch away from the Concho Courthouse is strong remedial medicine, but the otherwise-impossible situation demands an effective solution. We have determined that we have no other option, and that it is within our power to move the Judicial Branch to El Reno if necessary for the lawfully-constituted Judicial Branch to preserve itself and to function. In any event, there is virtually nothing of the Judicial Branch left at Concho except for the Courthouse, and that building is not the Judicial Branch.

C.

We hope that longtime observers of the decisions of this Court will be aware of the respect that the Judicial Branch has long demonstrated for the Separation-of-Powers structure established by the 2006 Constitution.[14] We assure every tribal citizen that we lose none of our commitment to

[14] This Court has issued literally dozens of decisions protecting every co-equal Branch of tribal Government from incursions by another Branch (or Branches) on its constitutional authority. While the urgency of the present situation does not permit the compilation of any comprehensive compendium of those decisions, among the most significant of those decisions are *The Treasurer Case* [*Flyingman v. Wilson*], No. SC-2007-01 (Chey. & Arap. S.Ct. Mar. 23, 2007); *The Budget Stalemate Case* [*In re Executive Authority*], No. SC-2007-02 (Oct. 10, 2007, Jan. 7, 2008, Dec. 30, 2009, & Feb. 12, 2010); *In re Attempted Removal of the [Trial] Court [Chief] Judge,* No. SC-2007-05 (Chey. & Arap. S.Ct. May 4 & July 10, 2007); *The Emotional Distress Damages Case* [*Flyingman v. Tallbird*], No. SC-2007-06 (Chey. & Arap. S.Ct. Dec. 12, 2008 & Jan. 27, 2010); *In re Casino Gaming Management Contracts* [*Flyingman v. Southwest Casino & Hotel Corp*.], No. SC-2007-07 (Chey. & Arap. S.Ct. Aug. 17 & 21 & Oct. 1 & 10, 2007 & Jan. 28 & Oct. 30, 2009); *The Sabotaged 2007 Elections Case* [*Spottedwolf v. Hoffman*], No. SC-2007-15 (Chey. & Arap.

those Separation-of-Powers principles in accepting the Third Legislature's offer of physical space. There is nowhere else for the Judicial Branch to operate if it is to more effectively quench tribal citizens' thirst for Judicial Branch justice administered by *real* Judicial Branch officials not later, but now.

We have also concluded that any decision on our part to decline the Third Legislature's offer would abdicate the responsibility of the Judicial Branch to do everything it can to help abate the clear, present, and potentially fatal ongoing threat to constitutionally established Separation-of-Powers principles. The constitutional Separation-of-Powers regime cannot be effectively maintained without a functioning and lawfully constituted Judicial Branch.

III.

A.

Effective immediately, the Trial Court of the Cheyenne and Arapaho Tribes shall operate from the offices at 219 E. Russell, El Reno, Oklahoma, 73036, and that shall be its mailing address until further Order from the herein-identified Justices of this Court. The space mutually agreed to by Chief Judge Bob A. Smith and the Third Legislature shall be subject to the sole occupancy and use of the Trial Court and the herein-identified lawful Justices of this Court. **All future Trial Court filings shall be delivered in person, by regular U.S. mail, or by private courier, to that address.**

Chief Judge Bob A. Smith shall conduct all proceedings in cases filed as of the date of dissemination of this Order (and all other cases assigned to him elsewhere in this Order) at that address. Except for research, drafting, and/or file-review work to be conducted by Chief Judge Bob A. Smith (which he may conduct at any location of his choosing), **all Trial Court hearings, and all other Trial Court business of every kind, shall be conducted from that address until further Order from the herein-identified lawful Justices of this Court.** Trial Court proceedings shall be conducted there in conformity with all provisions of tribal law.

No judicial proceedings of any kind may be lawfully conducted at the Concho Courthouse (or anywhere else other than at the El Reno address provided above) until further Order of the herein-identified lawful Justices of this Court. Any contrary (or "modifying")

S.Ct. Oct 24, 2007 & Jan. 7, Apr. 14, & Nov. 7, 2008); *In re Rescheduled Special Session* [*Flyingman v. Hoffman*], No. SC-2008-01 (Chey. & Arap. S.Ct. Apr. 28, 2008); *The Legislative Staff Employment Case* [*Hoffman v. Flyingman*], No. SC-2008-10 (Chey. & Arap. S.Ct. June 16 & Dec. 3, 2009); *In re Special Tribal Council Meeting Set for November 22, 2008* [*Flyingman v. Lynn*], No. SC-2009-01 (Chey. & Arap. S.Ct. Sept. 1 & Dec. 3, 2009); *The Legislative Staff Contractors Case* [*Spottedwolf v. Boswell*], No. SC-2009-03 (Chey. & Arap. S.Ct. May 13, 2010); *The Legislative Banishment* Case [*In re Legislative Banishment*], No. SC-2009-19 (Chey. & Arap. S.Ct. Nov. 2, 2009); *The Legislative Prosecutor Case* [*Spottedwolf v. Flyingman*], No. SC-2009-23 (Chey. & Arap. S.Ct. Oct. 27 & Dec. 13, 2009); *The First Courthouse Takeover Case* [*Smith v. Hoffman*], No. SC-2010-02 (Chey. & Arap. Sct. Mar. 22, 26, & 29, 2010); *The Mandatory Recusal Case* [*Hoffman v. Lynn*], No. SC-2010-03 (Chey. & Arap. S.Ct. May 12 & 18, June 1, 7, 14, & 30, & Aug. 2, 2010); *Hoffman v. Old Crow,* No. SC-2010-04 (Chey. & Arap. S.Ct. July 7, 2010), and *In re Judicial Branch,* No. SC-AD-2010-07 (July 7 & 14 & Aug. 12, 2010).

"orders" of any type promulgated by any of the impostor "Justices" identified above (or by any person purporting to be a "Justice" other than Justices Arrow, Boles, Guzman, and Robertson) are legal nullities, void *ab initio,* and of no legal significance whatsoever.

B.

Chief Judge Bob A. Smith has been assured by Third Legislature Speaker Michael Kodaseet that the members of the Third Legislature are committed to the re-establishment of the rule of law within the Tribes, and to the concomitant functioning of the Judicial Branch as a co-equal Branch of tribal Government. Chief Judge Smith has further been assured that the Legislative Branch will in no way interfere with the work of the Judicial Branch, its Trial Court, and this Court. This Court accepts those representations on behalf of the Judicial Branch.

In partial pursuit of that end, the above-described persons have mutually agreed that a secure and lockable file cabinet or cabinets will be provided for the storage of Judicial Branch documents at the discretion of Chief Judge Bob A. Smith, and that Chief Judge Smith will be the sole custodian of the key(s). Chief Judge Smith shall also have physical custody of a key to the new Judicial Branch Office in El Reno.

The above-described persons have also mutually agreed that a separate telephone line will be available for the exclusive use of Chief Judge Smith and the Trial Court (and, when necessary, for the herein-identified Justices of this Court), and any volunteer Judicial Branch personnel so designated by Chief Judge Smith. **That telephone number for all Judicial Branch business will be (405) 295-9979,** effective immediately, and until further Order from the herein-identified Justices of this Court. Any tribal citizen may contact the Judicial Branch at that telephone number for further information.

C.

Chief Judge Bob A. Smith and Justices Arrow, Boles, Guzman, and Robertson are authorized to accept volunteer assistance in performing ministerial tasks from any tribal citizen or citizens, or from such other persons as they deem appropriate. We further direct Chief Judge Smith to take such measures as he deems appropriate to ensure that any volunteer or volunteers he authorizes to assist him in performing such tasks respect and maintain the confidentiality necessary to the administration of effective and impartial justice. (In the event the herein-identified Justices of this Court avail themselves of such volunteer assistance, they will do likewise.) Those measures shall include, but are not limited to, appropriate admonitions about the importance of Judicial Branch business and the need for confidentiality to prevent even the *appearance* of favoritism or impropriety.

D.

Chief Judge Bob A. Smith is authorized to promulgate such supplemental Trial Court Rules, consistent with tribal law, as he may deem necessary to adapt to the extraordinary circumstances in which the Judicial Branch has been placed by the December 30, 2010 Courthouse takeover and by the other circumstances described above. This Court further authorizes Chief Judge Bob A. Smith

to contact any of the herein-identified lawful Justices of this Court (each of whom will thereupon confer with the other Justices as necessary) for informal guidance insofar as such Trial Court Rules, or other details attendant to the implementation of this Order, are concerned. In circumstances deemed appropriate for formal action by this Court, the herein-identified Justices of this Court will promulgate subsequent supplemental Orders to further facilitate the pursuit of the lawful business of the Judicial Branch.

E.

It should go without saying (but we will say it nevertheless) that all Trial Court decisions of Chief Judge Bob A. Smith (as well as any decisions rendered by Special Judge Barbara Smith) are **appealable to the herein-identified Justices of this Court, not to any impostor "Justice" or "Justices" now installed by Ms. Boswell in the Concho Courthouse.** We also reiterate that any purported "decision" promulgated by Daniel Webber, John Ghostbear, Jennifer McBee, and/or Mary Daniel is a void *ab initio* legal nullity, and of no legal significance. None of those persons exercises any of the Judicial Branch powers of the Tribes.

F.

Filings with the tribal Supreme Court shall also be lawfully effectuated from this date forward by hand delivery, mailing by regular U.S. mail, or delivery by private courier to the Supreme Court of the Cheyenne and Arapaho Tribes, 219 E. Russell, El Reno, OK 73036. During the thirty days immediately following the date of promulgation of this Order, duplicate copies of such filings may also be made by regular U.S. mail or private courier to Justice Dennis W. Arrow, c/o Oklahoma City University School of Law, 2501 N. Blackwelder, Oklahoma City, OK 73106. Duplicate filings with Justice Arrow shall cease on September 16, 2011. This paragraph supersedes this Court's earlier authorization[15] for the transmission of documents to the Supreme Court through Justice Lindsay Robertson at the University of Oklahoma College of Law.

G.

We have said above that "there is virtually nothing of the Judicial Branch left at Concho except the Courthouse," *supra* at 17, and the only reason we used the qualifier "virtually" has to do with the status of Special Judge Barbara Smith (a non-relative of Chief Judge Bob A. Smith). Because Barbara Smith's status is different from that of any other person who Ms. Boswell and her agents have allowed to enter the Concho Courthouse to conduct purportedly "judicial" business there, we separately address Barbara Smith's Judicial Branch status and the force the of the Orders she has entered at the Concho Courthouse during 2011 before this date.

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[15] *See generally supra* at 13 (citing *Spottedwolf v. Election Commission,* No. SC-2010-09, slip op. at 9 (Chey. & Arap. S.Ct. Jan. 20, 2011)).

1.

Barbara Smith is (and remains) a Special Judge of the Trial Court of the Tribes. To prevent any confusion among tribal citizens, we first explain the significance of "Special Judge" status generally.

As we have noted above, once the lawfully-seated Justices of this Court have appointed a Special Judge, this Court (and without objection by any litigant thus far, the Chief Judge of the Trial Court) may assign that person to hear and decide *specifically identified cases* or *specifically identified and carefully defined categories* of cases. This Court (and Chief Judges) do so by filing specific Orders assigning *specific cases* or *specific categories of cases* to a Special Judge previously appointed by this Court as such. *See supra* at 9 - 11 n.5 (citing cases and Orders of this Court and the Trial Court). This Court has appointed Special Judge Barbara Smith to a wide variety of specific Trial Court cases since we first appointed her a Special Judge on July 10, 2007. *See id.*

2.

One of Special Judge Barbara Smith's many important decisions as a Special Judge of the Trial Court was *In re Rescheduled Special Session,* No. CIV-2008-12 (Chey. & Arap. Trial Ct. Mar. 28, 2008), which this Court described as "well reasoned," and which we applied in *In re Rescheduled Special Session,* No. SC-2008-01, slip op. at 4-6 (Chey. & Arap. S.Ct Apr. 28, 2008). It was in ultimate consequence of Special Judge Barbara Smith's correct Trial Court decision in that case that Bob A. Smith lawfully became Chief Judge of the Trial Court.

We are also aware of much other good work done by Barbara Smith as a Trial Court Special Judge since we appointed her to that position.

3.

We above enumerated the specific cases and specific categories of cases that this Court or Chief Judge Bob A. Smith assigned to Special Judge Barbara Smith during 2009 and 2010. *See supra* at 9-10 n.5. Most of those cases were still pending as of the date of the Courthouse takeover. [Our assignment of Case No. CIV-2009-09 was a ministerial assignment only, with instructions for Special Judge Barbara Smith to permanently dismiss that case.] The five still-pending cases that we had specifically assigned to Special Judge Barbara Smith are Case Nos. CIV-2009-70, CIV-2009-71, CIV-2009-72, CIV-2010-16 and CIV-2010-40.

We had also anticipatorily assigned to Special Judge Barbara Smith any case that might be filed by Chief Judge Bob A. Smith for damages or ancillary relief not awarded by this Court in *Smith v. Hoffman,* No. SC-2010-02 (Chey. & Arap. S.Ct. Mar. 22, 26 & 29, 2010), that stemmed from the events of the March 2010 Courthouse takeover. *See supra* at 9-11 n.5.

Special Judge Barbara Smith has confirmed to the Justices of this Court that she has been permitted to hold court at the Concho Courthouse from time to time after the most recent Courthouse takeover, and that she has limited the cases she agreed to hear there to child support enforcement cases, Indian Child Welfare cases, and (perhaps) a very few guardianship cases. In hearing and deciding those cases, however, she exceeded the jurisdiction that this Court had granted to her at the

time that she heard, ruled in and/or decided those cases.

But because, unlike anyone else who has heard and purported to decide Trial Court cases at the Concho Courthouse since the December 28, 2010 takeover, Barbara Smith was (and remains) a Special Judge of the Tribes, we consider separately the cases that she has heard and determined at the Concho Courthouse after the most recent Courthouse takeover.

Because of our confidence in Special Judge Barbara Smith's decisionmaking, and because of our very strong desire to cause no prejudice to any innocent tribal citizen whose case was adjudicated (even if erroneously) by Special Judge Barbara Smith at the Concho Courthouse after the most recent Courthouse takeover, we explicitly (if retroactively) grant Special Judge Barbara Smith *nunc pro tunc* jurisdiction over the child support enforcement cases, Indian Child Welfare cases, and child guardianship cases she heard and adjudicated during calendar year 2011, up to and including the cases she heard and decided at the Concho Courthouse on August 16, 2011.

We also explicitly (if retroactively) authorize the payment of the otherwise-lawful compensation of Special Judge Barbara Smith from tribal funds *or* from other funds lawfully available (including "638 contract" funds) for all 2011 work she has performed on or before August 16, 2011.

To protect the due process rights of all tribal citizens to appeal to the lawful Justices of the Supreme Court, however, we further order that the time for filing a Notice of Appeal to this Court of any of Special Judge Barbara Smith's 2011 Orders described above run from the date those litigants receive *actual* notice of this Order (but in no event past October 31, 2011).

Special Judge Barbara Smith has also recently informed this Court that she would now indefinitely suspend her docket (and her other work, and any future filing of judicial orders) at the Concho Courthouse. We deem her judgment about that matter to prescribe an excellent course of conduct, and if only for the sake of clarity, we herein formally direct her to do so. We will issue a supplemental Order in specifying the extent of Special Judge Barbara Smith's future jurisdiction in cases other than those enumerated by case number or category in the first paragraph of Part III-G-3 of this Order above. To prevent any misunderstanding by any tribal citizen, however, we also formally direct Special Judge Barbara Smith to refrain from conducting any proceedings (or filing any documents) in *those* cases at the Concho Courthouse, until further Order of the herein-identified lawful Justices of this Court.

We express our continuing appreciation to Special Judge Barbara Smith for her long service to and high quality work for the Tribes, and with the limited jurisdiction and under the limited circumstances described above, we explicitly reaffirm her status as a Special Judge of the Trial Court until further Order of this Court.

H.

Other than the herein-identified Justices of this Court, Chief Judge Bob A. Smith, and Special Judge Barbara Smith (in the case of Special Judge Barbara Smith, with the limited jurisdiction and under the limited circumstances described above), no other person or group of persons may lawfully exercise *any* powers of the Supreme Court or Trial Court of the Cheyenne and Arapaho Tribes, *anywhere*.

But we are informed that other persons (reportedly including Charles Tripp, a Mr. Belanger, a Mr. Schindler, and some other persons sent to the Concho Courthouse by Ms. Boswell and/or her agents to act as "Judges") have been appearing at the Courthouse and purporting to act as "Judges" of the Tribes.

But none of them (or anyone else) has any greater claim to be a Judge of the Cheyenne and Arapaho Trial Court than Vladimir Putin or the Man in the Moon. **Ms. Boswell cannot make her agents Trial Court Judges by sending them to the Courthouse, telling them to put on a judicial robe, and telling them to "act like a judge."** The attempts of Ms. Boswell and those persons to do so flagrantly and cavalierly violate both the Constitution and the due process rights of tribal citizens. Attempts to pretend to exercise nonexistent judicial authority may result in contempt-of-court proceedings and/or other penalties under tribal law. **Such conduct must cease immediately.**

The first question becomes how best to *stop* the harm those persons are now doing to tribal citizens and the Tribes. The second question becomes how best to *abate* the harm that Ms. Boswell and her impostor "Judges" have already done. This Order seeks to effectively and reasonably respond to both problems.

We confronted an analogous "impostor Judge" problem in response to Ms. Boswell's May 2010 Courthouse takeover. In that situation, we simply vacated as void *ab initio* legal nullities *all* decisions made by Charles Tripp (who, we have repeatedly held, has had no tribal judicial authority for many years). We also noted the wide variety of cases that Mr. Tripp had purported to "decide" while acting as the sole agent of then-Governor Boswell and with no judicial authority at the Courthouse. *See The First Courthouse Takeover Case* [*Smith v. Hoffman*], No. SC-2010-02, slip op. at 8 (Chey. & Arap. S.Ct. Mar. 22, 2010).

But while Ms. Boswell caused the return of the Courthouse to lawful Judicial Branch personnel following our Orders in Case No. SC-2010-02 in April 2010, the instant Courthouse takeover has already persisted for far longer. Ms. Boswell and her agents have shown no inclination to vacate the Courthouse unless they are physically forced to do so. But as we noted above, we command no armies, Ms. Boswell remains in physical control of Tribal Headquarters, and she retains *de facto* control of the Tribes' security apparatus. Despite Superintendent Tippiconnie's May 28, 2011 decision recognizing us for federal/tribal government-to-government-relationship purposes and Regional Director Deerinwater's May 11, 2011 decision rendering Ms. Tippiconnie's decision "final," BIA Law Enforcement personnel have not, thus far, assisted the lawful Judicial Branch personnel in regaining possession of the Courthouse.

In those circumstances, the practical question remains — what to do about the purported "decisions" of Ms. Boswell's seemingly endless supply of impostor Trial Court "Judges" willing to purport to decide cases without judicial authority?

Our first objective must be to immediately abate the possibility of harm to the Tribes and its citizens stemming from the facial (and fatal) due process problems of purported "adjudications" performed by impostor "Judges" devoid of tribal judicial authority. While we doubt that Ms. Boswell's agents will comply with this Order any more than Ms. Boswell has complied with other Orders of this Court, **we order all purportedly "judicial" proceedings at the Concho Courthouse to cease immediately upon the promulgation of this Order.** As the lawfully constituted Supreme

Court of the Cheyenne and Arapaho Tribes, we state (as publicly as we can): **Any purported "judicial" proceedings conducted, and/or any "judicial decisions" or "orders" purportedly decided or entered at the Concho Courthouse after the date of promulgation of this Order are void *ab initio* legal nullities, and of no legal value to anyone whatsoever.**

2.

In the interests of justice and minimizing unnecessary prejudice to any tribal citizens who may have been unaware that **only Chief Judge Bob A. Smith and Special Judge Barbara Smith (in the case of the latter, only as provided above) exercise any lawful Trial Court authority,** with respect to purportedly "adjudicated" decisions of the Trial Court made by any person *other than* Chief Judge Bob A. Smith or Special Judge Barbara Smith (in the latter case, only as provided above), we address such "decisions," "orders," or the like in three categories: **[1]** governmental; **[2]** criminal; and **[3]** miscellaneous.

3.

The **"governmental"** category includes every variety of case involving tribal constitutional interpretation; Separation-of-Powers principles; the powers of any of the four Branches of tribal Government; the identity of the lawful occupants of the offices of those four Branches; the powers of the Election Commission, Gaming Commission (including any casino-related issues), and Judicial Commission; the identity of the lawful members of those Commissions; and the lawful identity, status, or rights of any other person claiming a tribal office or employment with the Tribes (including tribal casinos).

We intend that the "governmental" category be *very* broadly defined in cases in which there is any dispute about whether a particular Trial Court "decision" or "order" (or the like) from any person other than Chief Judge Smith or Special Judge Barbara Smith (in the latter case, as provided above) is within the "governmental" category. **All such "governmental" decisions purported to have been made as a Trial Court "decision" or "order" (or anything of the kind), by any person other than Chief Judge Bob A. Smith, at any time from March 16, 2010 (the date of Ms. Boswell's first Courthouse takeover and this Court's Orders with respect thereto) until the date of the promulgation of this Order are vacated as void *ab initio* legal nullities, and are of no legal significance whatsoever. All such cases are hereby assigned to Trial Court Chief Judge Bob A. Smith for such proceedings as he may deem necessary therein.**

4.

The second category of such "decisions" or "orders" (or the like) is the **"criminal"**category. **Under the Due Process clause of Article I, Section 1(k) of the Cheyenne and Arapaho Constitution, no person may be lawfully criminally convicted (even upon a plea of "guilty" or "nolo contendere") in a "court" presided over by a person *who is not a Judge.* Any such criminal conviction ("decision," "order," or the like) in a Trial Court case presided over by any person who is not a Judge (for present criminal-law purposes, anyone *other than* Chief**

Judge Bob A. Smith) since December 27, 2010 is a void *ab initio* legal nullity and of no legal significance. Any such purported criminal conviction is therefore hereby vacated.

All criminal cases that were prosecuted by Charles Morris (or anyone else) during 2011 are ordered transferred to Chief Judge Bob A. Smith for further proceedings (including, if necessary, retrial) in the event the Tribes' lawful Attorney General (who we today recognize as having been Acting Attorney General Jeremy Oliver since December 27, 2010) chooses to re-prosecute the charged offenses *de novo.*

5.

The final category of cases is the **"miscellaneous"** category. That category of cases includes all purported "decisions" or "orders" (or the like) by impostor "Judges" sent to the Courthouse by Ms. Boswell or her agents but who are devoid of any lawful Judicial Branch authority (for present purposes, anyone except Chief Judge Bob A. Smith or Special Judge Barbara Smith, in the latter case, as provided above) that do not fall into the "governmental" or "criminal" categories defined for present purposes above.

Because the "miscellaneous" category of purportedly judicial "decisions" or "orders" (or the like) is so diverse (including, for example, divorce, probate, and breach-of-contract cases that have no connection whatever to the "governmental" category), this Court will enter a later Order or Orders with respect to the "miscellaneous" cases, on a case-by-case or subcategory-by-subcategory basis, ensuring that every litigant is afforded his or her due process rights to have his or her Trial Court dispute ultimately resolved by a **lawfully seated** Judge of the Trial Court, but minimizing and hopefully abating any prejudice or inconvenience to any innocent litigant.

6.

At the risk of redundancy (but with the hopeful reward of emphasis), we reiterate: ***Any* purportedly judicial "proceeding," "decision," or "order" (or the like) of the Trial Court, or of the Supreme Court, concluded at or issued by *anyone* at the Concho Courthouse, or from anyplace else other than the new offices of the Judicial Branch at 219 E. Russell, El Reno, OK 73036, at any time after the date of issuance of this Order, is a void *ab initio* legal nullity.**

The herein-identified lawful Justices of this Court will establish the date on which lawful Judicial Branch business may once again be conducted at (and through) the Concho Courthouse.

And if there is a physical takeover of the new El Reno location of the Judicial Branch that is not repelled by El Reno police personnel and/or county sheriffs having jurisdiction over that location, the herein-identified Justices of this Court will, if necessary, promulgate **another** Order causing the offices of the lawful Judicial Branch officials to move yet again, **and will continue doing so as long as is necessary to re-establish the rule of law, not dictatorship and/or mob rule, within the Cheyenne and Arapaho Tribes.**

IV.

A.

The lawfully constituted Supreme Court of the Cheyenne and Arapaho Tribes formally recognizes Leslie Wandrie-Harjo as now exercising the gubernatorial power of the Tribes, and as having lawfully exercised those powers as Acting Governor effective December 27, 2010. We provide our reasons for doing so both above and below.

B.

There are three possible bases on which this Court may determine that it will recognize, as a matter of tribal law, Leslie Wandrie-Harjo rather than Janice Boswell as exercising the gubernatorial powers of the Tribes. Each of the three potential bases for that conclusion would generate a different operative date (or dates).

1.

The first potentially operative date is September 29, 2010 — the date on which Ms. Boswell publicly stated that she had purported to "swear in" her legislatively rejected judicial nominees as "Justices." Ms. Boswell's "swearing in" of those persons defied: **[1]** this Court's August 12, 2010 Order in *In re Judicial Branch,* No. SC-AD-2010-07 (Chey. & Arap. S.Ct. Aug. 12, 2010), which held as a matter of tribal constitutional law that Ms. Boswell could not evade the power of the Legislature to confirm or reject her judicial nominees by finding a "magic day" on which to make nominations (*i.e.,* a date following an Article VI, Section 6(a) Regular Session of the Legislature, but given calendar vagaries more than thirty days before the next Article VI, Section 6(a) Regular Session, without convening a Special Session at which the Legislature could conduct a confirmation vote on the nominees); **[2]** repeated decisions of this Court holding that no Governor has any power to "swear in" any person as a Judge or Justice under any circumstances; and **[3]** this Court's holding (made with full awareness of Ms. Boswell's March 2010 Courthouse takeover) that the attempted installation by any Governor of impostor "Judges" or "Justices" who have not been sworn into office by a lawful Justice of this Court "will . . . *automatically* suspend the Governor's lawful exercise of governmental power," *see id.* at 2 (emphasis in original).

Under the "automatic suspension" theory, then-Governor Boswell's September 29, 2010 publicly proclaimed "swearing-in" of the legislatively rejected judicial nominees would have effectuated the *automatic* suspension of her gubernatorial powers at the moment she chose to purport to "swear in" the impostor "Justices." By that act (as we have described it before), Ms. Boswell would have "crossed the Rubicon" on the way to becoming either a tribal Caesar or a *former* tribal Governor.

We deem the conclusion that Ms. Boswell's powers terminated on September 29, 2010, as she laid the cornerstone for her second attempted Judicial Branch *coup d'etat,* to be a more than credible basis for concluding that Ms. Boswell *automatically* suspended her own powers on that date. But we do not rely upon that theory (or its September 29, 2010 operative date) in today concluding that Ms. Boswell now lacks gubernatorial power.

The second potentially operative date is December 27,[16] 2010 — the date on which Chief Judge Bob A. Smith, after providing Ms. Boswell with due-process notice and the opportunity of a hearing (which she chose not to attend), enjoined Ms. Boswell's continued exercise of gubernatorial powers because of her egregious and chronic defiance of her Article VII, Section 4(a) duty to enforce court orders. *See Wandrie-Harjo v. Boswell,* No. CIV-2010-107 (Chey. & Arap. Trial Ct. Dec. 27, 2010)

Even though Ms. Boswell did not appeal (choosing rather to effectuate the December 28, 2010 Courthouse takeover), the herein-identified lawful Justices of this Court have nevertheless carefully reviewed the record in that case. We conclude that: **[1]** the evidence before Chief Judge Smith, and matters of which he could take judicial notice, were more than sufficient for him to have concluded that Ms. Boswell had defied numerous Court Orders during her first 358 days in office, and that she defied court orders both egregiously and chronically; **[2]** that were there any reasonable doubt (which there is not), judicial notice is taken by *this* Court of all or virtually all of the instances of defiance enumerated in Chief Judge Smith's December 27, 2010 Order (and many more described in this Order); **[3]** Ms. Boswell engaged in a course of conduct that can quite reasonably be viewed (and likely, correctly so) as designed to unlawfully accrete **all** tribal powers in herself and her agents, in violation of Article II's Separation of Powers provisions, the structure of the 2006 tribal Constitution, and dozens of specific constitutional provisions; **[4]** this Court has held that a Governor may be suspended by the Trial Court (subject, of course, to the right to appeal to the lawfully constituted Supreme Court) in the case of egregious and chronic refusals by a Governor to abide by the Article VII, Section 4(a) gubernatorial duty to enforce (not defy) court orders; **[5]** no tribal official stands above the tribal Constitution; and **[6]** the constitutional remedial powers of the Trial Court and this Court are very broad.

There is no material facial error in the Trial Court's findings of fact or conclusions of law. We apply that unappealed Order today in determining, as the final authority on matters of tribal law, that former-Lieutenant Governor Leslie Wandrie-Harjo became lawfully entitled to exercise the gubernatorial powers of the Tribes following Chief Judge Smith's December 27, 2010 lawful Trial Court Order, and that Ms. Wandrie-Harjo is now entitled to recognition as Acting Governor.

For the reasons described above, as the highest authority of the Judicial Branch of the Cheyenne and Arapaho Tribes, this Court formally recognizes Leslie Wandrie-Harjo as the Acting Governor of the Tribes, effective December 27, 2010.

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[16] A fourth potentially operative date is December 17, 2010 — the date on which the Trial Court entered an *ex parte* temporary restraining order against Ms. Boswell's exercise of gubernatorial powers for ten days for the reasons that later led the Trial Court to enter its December 27, 2010 injunction. December 17, 2010, too, is a potentially reasonable operative date (especially in light of subsequent events), and should Ms. Boswell's status from December 17 to 27, 2010 be relevant for any future purpose, any person having standing to litigate that question may seek appropriate relief regarding Ms. Boswell's status during those ten days in an appropriate lawsuit filed with the Trial Court. Our more conservative selection of the date of the Trial Court's December 27, 2010 *injunction* as the operative date avoids any potential *ex parte*-proceeding due-process problem, and, we determine, places our conclusion on even firmer ground.

In further consequence, this Court also recognizes Acting Governor Wandrie-Harjo's designee, Jeremy Oliver, as entitled to recognition by the Judicial Branch as the Tribes' Acting Attorney General, effective December 27, 2010.

Acting Governor Leslie Wandrie-Harjo is therefore lawfully entitled to occupy the physical Offices of the Governor at Tribal Headquarters, effective immediately upon the dissemination of this Order on August 17, 2011.

In the event Acting Governor Wandrie-Harjo has not already done so, she may now, in consequence, nominate persons to serve as the Executive Directors of the Departments established by tribal law, by nominating them in a written transmission (or transmissions) to the Third Legislature, subject to confirmation by the Third Legislature as provided by Article VII, Section 4(h) of the Tribal Constitution. Acting Governor Wandrie-Harjo may also call an Article VI, Section 6(b) Special Session of the Legislature for the purpose of providing the Legislature with the opportunity to vote to confirm or reject her Executive Director nominees. *See generally In re Rescheduled Special Session,* No. SC-2008-01, slip op. at 2-5 (Chey. & Arap. S.Ct. Apr. 28, 2008) (recognizing the power of a Governor to call an Article VI, Section 6(b) Special Session for purposes of legislative confirmation or rejection of gubernatorial nominees). While the authority of such persons serving for suspended former-Governor Boswell as Executive Directors, "Acting" Executive Directors, Treasurers, "Acting" Treasurers, and/or their supervisory subordinates may have also terminated with the Trial Court's lawful (and unappealed) December 27, 2010 suspension of Ms. Boswell's gubernatorial powers, we need only decide today that such persons lack any authority under tribal law as of the date this Order is issued — August 17, 2011.

3.

While Acting Governor Wandrie-Harjo is now lawfully entitled to recognition at least as *Acting* Governor as a matter of tribal law, it may well be that the Third Legislature's facially unanimous March 18, 2011 impeachment and permanent removal of Ms. Boswell from her previous office as Governor (or after December 27, 2010, as a suspended former-Governor) terminates any claim Ms. Boswell might have to ever be restored to that office. Other than to say that this Court finds no facial defect in that theory, we need not and do not express any further opinion on that question today. In the event Ms. Boswell seeks reinstatement as Governor on *any* theory, she may immediately seek relief before the Trial Court, in a new lawsuit filed with that Court at the El Reno address we provide above. [She may *not,* needless to say, seek relief from any of her own agents now unlawfully ensconced in the Concho Courthouse as impostor "Judges" or "Justices."]

V.

A.

In addition to pursuing the only path we see practically available to the Judicial Branch in the exercise of Cheyenne and Arapaho tribal sovereignty, the herein-identified Justices of this Court have determined to also pursue the parallel path of seeking whatever assistance the United States Department of the Interior, its Bureau of Indian Affairs, and/or the United States Department of

Justice may determine to provide. Given the dire straits to which the Cheyenne and Arapaho Government has been brought by the above-described acts of Ms. Boswell and her agents, we would be remiss in fulfilling our duties to the Cheyenne and Arapaho people, and to the Constitution they created (and which three-quarters of tribal voters voted to ratify on April 4, 2006), if we failed to diligently pursue any potentially effective avenue of relief.

Aware as we are that BIA personnel are now considering who to recognize as exercising the lawful gubernatorial powers of the Tribes for *federal/tribal government-to-government-relationship purposes,* we call to their attention the fact that we have found *as a matter of tribal law* that this Court recognizes Acting Governor Leslie Wandrie-Harjo, not Janice Boswell, as now lawfully exercising the Tribes' gubernatorial powers. We invite (but may not direct) the Bureau of Indian Affairs, and all of its personnel, to defer to this reasoned decision, made by the lawfully constituted Supreme Court of the Tribes, for federal/tribal government-to-government-relationship purposes as well.

We also reiterate our July 14, 2011 formal request to the Bureau of Indian Affairs and all of its personnel to assist the herein-identified Justices, Chief Judge Bob A. Smith, and Court Clerks Patty Bell and Lena Marquez to re-establish dominion over the Concho Courthouse and to assist us in maintaining our physical security while there.

If any of the "impostors-in-Judicial-Branch-office" (described above) are now being paid with "638 contract" funds or other federal funds, we also request (but may not direct) that appropriate Bureau officials cause the immediate termination of any such payments.

B.

We reiterate also what we have stated many times before: that Associate Justice Arrow, Special Justice Guzman, and Special Justice Robertson may be replaced at any time pursuant to the procedures prescribed by Article VIII, Section 2 of the Cheyenne and Arapaho Constitution and this Court's interpretive caselaw. Upon this Court's satisfaction that those preconditions to Supreme Court membership have been fulfilled, the herein-identified lawful Justices of this Court will designate one of us to swear the validly-confirmed nominee into office as a Justice of this Court.

Associate Justice Boles' regular term of office expires on May 1, 2012, *see, e.g., In re Judicial Branch,* No. SC-2010-07, slip op. at 4 (Chey. & Arap. S.Ct. July 7, 2010); CHEY. & ARAP. CONST. art. VIII, § 3(a), but the Constitution further provides that she shall continue to serve after that date "until a successor is sworn into office." In consequence, she may not now be replaced as a Justice of this Court, but may be replaced pursuant to Article VIII, Section 2 procedures effective May 1, 2012 or thereafter.

As we have noted elsewhere, Chief Judge Bob A. Smith's regular term of office will end in May 2012. *See, e.g., The First Courthouse Takeover Case,* No SC-2010-02, slip op. at 8 (Chey. & Arap. S.Ct. Mar. 22, 2010); CHEY. & ARAP. CONST. art. VIII, § 3(b). In consequence, he may not now be replaced, but he may be replaced as Chief Judge effective May 2012 pursuant to the procedures prescribed by Article VIII, Section 2 of the Constitution.

A new Associate Judge or Judges may also be appointed pursuant to Article VIII, Section 2 procedures at any time, *see* CHEY. & ARAP. CONST. art. VIII, § 1(c), and if that is constitutionally effectuated, this Court will promptly cause the successful nominee(s) to be sworn into office by a

lawful Justice of this Court as an Associate Judge of the Trial Court.

Exercising as she now does the gubernatorial powers of the Tribes, Acting Governor Leslie Wandrie-Harjo may make such nominations for the Judicial Branch offices now subject to replacement as she sees fit, and upon their confirmation and approval as provided by Article VIII, Section 2 and this Court's interpretive caselaw, the herein-identified lawful Justices of this Court will cause the successful nominee to be sworn into office by a Justice of this Court.

We reiterate that no Governor has the power to swear any person into Judicial Branch office under any circumstances. *See, e.g., In re Judicial Branch,* No. SC-AD-2010-07 (Chey. & Arap. S.Ct. July 7 & 14 & Aug. 12, 2010); CHEY. & ARAP. CONST. art. VIII, § 3; *see also* CHEY. & ARAP. CONST. art. VIII, § 103(d) ("If the nominee is confirmed by the Business Committee [under Article VIII, § 2 now the Legislature and Tribal Council], the nominee shall be sworn into office by the Chief Justice, or the next ranking available Justice of the Supreme Court.")

While we rest today's conclusion that Acting Governor Leslie Wandrie-Harjo has lawfully exercised the gubernatorial powers of the Tribes since December 27, 2010 on the basis of the *lawfulness of Chief Judge Smith's suspension order* (not on the basis of our earlier "automatic suspension" holding), we sincerely hope that the existence of a potential "*automatic* suspension" remedy will deter **any** future Governor from perpetrating another Courthouse takeover or purporting to "swear in" any impostor "Justices" or "Judges" **ever again.**

VI.

This Court will cause copies of this Order to be provided to Acting Governor Leslie Wandrie-Harjo; to Acting Attorney General Jeremy Oliver; to Speaker of the Third Legislature Michael Kodaseet; to all members of the Third Legislature; to the Tribal Council Coordinator; to Chief Judge Bob A. Smith; to Special Judge Barbara Smith; to Court Clerks Patty Bell and Lena Marquez; to Janice Boswell; to Charles Morris; to Daniel Webber, John Ghostbear, Jennifer McBee, and Mary Daniel; and (by telefax) to the Concho Courthouse for hopeful dissemination to all persons now occupying that facility.

This Court will also cause copies of this Order to be provided to Lawrence Echo Hawk, Assistant Secretary — Indian Affairs, United States Department of the Interior; to Steven K. Linscheid, Chief Administrative Judge, Interior Board of Indian Appeals, United States Department of the Interior; to Debora G. Luther, Administrative Judge, Interior Board of Indian Appeals, United States Department of the Interior; to Michael McCoy, Special Agent in Charge, Office of Justice Services, BIA; to Charles Babst and Alan Woodcock, Regional Solicitors, BIA; to Dan Deerinwater, Southern Plains Regional Director, BIA; to Constance Fox, Southern Plains Region Self-Determination Officer, BIA; to Betty Tippiconnie, Concho Area Superintendent, BIA; to Tracy Toulou, Director, Office of Tribal Justice, United States Department of Justice; to Christopher B. Cheney, Deputy Director, Office of Tribal Justice, United States Department of Justice; to Arvo Q. Mikkanen, Assistant United States Attorney (and Tribal Liaison), Western District of Oklahoma; and to Trent Shores, Assistant United States Attorney (and Tribal Liaison), Northern District of Oklahoma.

It is the intent of the herein-identified lawful Justices of this Court that copies of this Order be provided to as many tribal citizens as is possible (hopefully, to every tribal citizen), and that information about this Order be disseminated to all newspapers widely circulated within Cheyenne and Arapaho tribal territory. The herein-identified lawful Justices of this Court express their

appreciation in advance for any assistance that tribal citizens may provide in helping this Court implement this Order.

IT IS SO ORDERED.

_____
Associate Justice Dennis W. Arrow


_____
Associate Justice Enid K. Boles

_____
Special Justice Katheleen R. Guzman

_____
Special Justice Lindsay G. Robertson*

* Special Justice Robertson is today in transit to Oklahoma from Mongolia, where he has been conducting official business as a Representative of the United States to the United Nations Commission on the Rights of Indiginous Peoples. Upon reviewing the final text of this Order when he has returned to Oklahoma, Special Justice Robertson will either provide a signed signature page to this Order or a separate signed statement, which this Court will also provide to all recipients of this Order.