VanWey, Kenneth <kenneth_van_wey@ios.doi.gov>

Re: Pendleton settlement agreement

1 message

VanWey, Kenneth <kenneth_van_wey@ios.doi.gov> Wed, Dec 11, 2013 at 9:24 AM
To: "Stanton, Meridith" <meridith_stanton@ios.doi.gov>

I can't print, will file when that gets fixed

On Mon, Dec 9, 2013 at 4:53 PM, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:
Ken, Can you please file tomorrow? I have been going back and forth with Jennifer this afternoon - and by remote Patrick - on the best way to facilitate the donation. Assume I will be contacting Fr. W. this week. But for now, this is NOT public knowledge. I can see something happening that might trip it up. But hopefully it will be all wrapped up by the Board meeting.

——— Forwarded message ———
From: **Heindl, Jennifer** <jennifer.heindl@sol.doi.gov>
Date: Mon, Dec 9, 2013 at 1:52 PM
Subject: Fwd: Pendleton settlement agreement
To: Meridith Stanton <meridith_stanton@ios.doi.gov>

Hi Meredith,
Here it is all signed. See Patrick's query below. What would be the best way to confirm Pendleton's payment to Red Cloud? Have you dealt with a similar situation before?
Thanks,
jennifer

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

Division of General Law

Branch of General Legal Services

Voice: 202-208-7094

Fax: 202-219-1790

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——— Forwarded message ———
From: **Nemeroff, Patrick G. (CIV)** <Patrick.G.Nemeroff@usdoj.gov>

Date: 9 December 2013 13:23
Subject: RE: Pendleton settlement agreement
To: "Heindl, Jennifer" <jennifer.heindl@sol.doi.gov>

Jennifer,

Please find attached the signed and final settlement agreement. I'll forward it to Pendleton now. Can you discuss with Meridith the best way to confirm that Pendleton makes its required contribution to Red Cloud?

Thanks,

Patrick

From: Heindl, Jennifer [mailto:jennifer.heindl@sol.doi.gov]
Sent: Monday, December 09, 2013 1:02 PM
To: Nemeroff, Patrick G. (CIV)
Subject: Fwd: Pendleton settlement agreement

Hi Patrick,

Will this do?

Thanks,

Jennifer

Jennifer A. Heindl

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From: **Stanton, Meridith** <meridith_stanton@ios.doi.gov>
Date: 9 December 2013 12:44
Subject: Re: Pendleton settlement agreement
To: "Heindl, Jennifer" <jennifer.heindl@sol.doi.gov>

Hi Jennifer,

Wonderful news, thank you!

I have signed, dated (today's date), scanned, and attached the agreement. I am teleworking today, and had problems with my home scanner. This is a bit lopsided but it is the best of my various efforts to have a better looking document. The alternative is for IACB Administrative Officer Michele Hill to use my name stamp, date, scan, and email you a copy that is not lopsided. Do you have a preference?

Thank you,

Meridith

On Mon, Dec 9, 2013 at 11:22 AM, Heindl, Jennifer <jennifer.heindl@sol.doi.gov> wrote:

Hi Meridith,

Good news. DOJ has approved the settlement. Could you please follow Patrick's instructions below. I think you are probably the appropriate signature, but if you believe it should be someone else, please let me know.

Thanks,

Jennifer

Jennifer A. Heindl

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——— Forwarded message ———
From: **Nemeroff, Patrick G. (CIV)** <Patrick.G.Nemeroff@usdoj.gov>
Date: 6 December 2013 17:38
Subject: Pendleton settlement agreement
To: "Heindl, Jennifer" <jennifer.heindl@sol.doi.gov>
Cc: "Spector, Rachel (rachel.spector@sol.doi.gov)" <rachel.spector@sol.doi.gov>

Jennifer,

I'm happy to report that we finally got approval with the Department of Justice to settle the Pendleton matter! Thank you for your patience with this process.

Can you please have Meridith (or whomever would be appropriate) sign and date this agreement and then send me back the scanned copy? I will then sign and date it and will send you the final version. I'd like to get this wrapped up by next week, if possible.

Thanks!

Patrick

–

Meridith Z. Stanton
Director
Indian Arts and Crafts Board
Office of the Secretary
MS 2528-MIB
U.S. Department of the Interior
Washington, D.C. 20240
202-208-3773 (main)
202-208-3889 (direct)
1-888-Art-Fake (toll free)

202-208-4382 (fax)

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SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into between the United States of America ("United States"), on behalf of the Indian Arts and Crafts Board ("IACB"), and Pendleton Woolen Mills, Inc. ("Pendleton"). The purpose of this Agreement is to fully and finally resolve all matters between the United States, the IACB, and Pendleton arising from Pendleton's prior sales of the Pendleton Sioux Star Blanket. This Agreement is made with reference to the following:

WHEREAS, the United States and the IACB allege as follows: Starting in 2005, Pendleton marketed on its website the Sioux Star Blanket in a manner that inaccurately suggested that the Pendleton item referred to as the "Sioux Star Blanket" was an Indian product; Pendleton marketed the Sioux Star Blanket in a section of its website labeled "Native American"; the Sioux Star Blanket was named after a well-known Sioux symbol; the website image of the product depicted what appeared to be a genuine Sioux blanket; the accompanying description of the Sioux Star Blanket did not sufficiently make clear that the Blanket was not produced by genuine Indian artisans; and the Sioux Star Blanket did not qualify as an "Indian product" as that term is defined by the Indian Arts and Crafts Act; and

WHEREAS, counsel for Pendleton represented to the United States that, since 2005, Pendleton has sold approximately 570 Sioux Star Blankets through its website with gross sales totaling $108,290; and

WHEREAS, the United States and the IACB allege that Pendleton's Internet marketing of the Sioux Star Blanket constitutes a violation of the Indian Arts and Crafts Act, 25 U.S.C. § 305e; in order to address this alleged violation, the IACB notified Pendleton by letter on January 12,

2010, that its Internet marketing of the Sioux Star Blanket may be in violation of the Indian Arts and Crafts Act, 25 U.S.C. § 305e, after which Pendleton was notified by the United States that a civil action had been authorized based on an alleged violation of the Indian Arts and Crafts Act, 25 U.S.C. § 305e; and

WHEREAS, in response to requests from the United States, Pendleton altered its Internet marketing of the Sioux Star Blanket by changing the name of the "Native America" section of its website to "Native American Inspired," changing the name of the "Sioux Star Blanket" to the "Plains Star Blanket," and editing the accompanying description of the product to state that it was not an authentic Indian product, along with other changes consistent with the letter and spirit of the Indian Arts and Crafts Act; and

WHEREAS, the United States and the IACB claim that, pursuant to the Indian Arts and Crafts Act, 25 U.S.C. § 305e, for this alleged first-time violation, Pendleton is liable for a penalty of up to, and potentially in excess of, $1 million, in addition to the costs of the IACB's investigation; and

WHEREAS, although Pendleton disagrees with the claims and liability asserted by the United States and IACB, it is the mutual desire of the parties to this Agreement to resolve all matters arising out of Pendleton's Internet marketing of the Sioux Star Blanket with finality and without the need for litigation.

NOW, THEREFORE, it is agreed as follows:

1. This Agreement is entered into by the parties without any admission of liability by Pendleton or any Pendleton officer, director, employee, or representative.

2. In consideration of this settlement, Pendleton agrees to make, or to maintain, the following changes to its marketing of Native American themed products:

A. Pendleton will not include a "Native American" section on its website, in its print catalogs, or in materials provided to retailers. Pendleton may include a section named or referred to as "Native American Inspired" in any of these marketing materials;

B. To the extent that Pendleton sells the product previously named the "Sioux Star Blanket," it will be named the "Plains Star Blanket";

C. Pendleton's Native American Inspired product descriptions will make clear that its products are not Indian products; and

D. Pendleton agrees to not include any federally recognized Native American tribal name in any of its product names without express authorization from such Native American tribe. Notwithstanding the foregoing, Pendleton may use geographic designations such as cardinal directions, names of State, or names of geographic landmarks, and such use shall not violate this agreement, even if such geographic designations may also be contained in the name of a federally recognized Native American tribe. Moreover, nothing in this agreement shall be construed to prevent accurate, descriptive, or fair references to such tribes or the use of same in language used to describe a product. Any such use of a federally recognized Native American tribe name shall be in accordance with the Indian Arts and Crafts Act.

3. In further consideration of this settlement, Pendleton agrees that, not later than thirty (30) days after execution of this Agreement, and for a minimum of two (2) years following execution of this Agreement by all parties, it shall include the following paragraph (hereinafter referred to as the "Paragraph") in its print catalogs, on its website, and in marketing material it distributes to retailers of its Native American Inspired products:

The Indian Arts and Crafts Act of 1990 (P.L. 101-644), as amended, is a truth-in-marketing law that prohibits the offer or display for sale, or sale, of any art or craft product in a manner that falsely suggests it is Indian produced, an Indian product, or the product of a particular Indian Tribe. Covering all traditional and contemporary American Indian and Indian-style art and craftwork produced after 1935, the Act carries both criminal and civil penalties. For more information on the Act, please visit www.iacb.doi.gov.

A. Pendleton agrees to include the Paragraph in all of its print catalogs containing Native American Inspired Products. The design, placement, and size of the Paragraph will be consistent with other text in Pendleton's print catalogs that explains the history and nature of the company.

B. Pendleton agrees to include the Paragraph on a separate page within its website labeled "Indian Arts and Crafts Act." The design, placement, and size of the Paragraph will be consistent with other text on Pendleton's website that explains the history and nature of the company. A link to the "Indian Arts and Crafts Act" will be included under the "Native American Inspired" heading Pendleton's website, as well as at the bottom of the page of any product contained within the "Native American Inspired" section of the website.

C. Pendleton agrees to include the Paragraph in marketing materials sent to its retailers of Native American Inspired products. The design, placement, and size of the Paragraph will be consistent with other text in Pendleton's print catalogs that explains the history and nature of the company.

4. In further consideration of this settlement, Pendleton agrees that, no later than thirty (30) days following execution of this Agreement by all parties and their respective counsel, it will donate to the Red Cloud Indian Heritage Center in Pine Ridge, South Dakota (RCIHC) an amount of Forty-One Thousand, Two Hundred and Fifty dollars ($41,250);

5. This Agreement settles any and all existing and potential enforcement actions, civil actions, allegations, and claims arising out of Pendleton's marketing of the Sioux Star Blanket. This Agreement may be pleaded as a complete defense to, and may be used as a basis for an order dismissing any administrative action, enforcement action, or civil claim against Pendleton brought by the IACB or the United States, arising out of Pendleton's marketing of the Sioux Star Blanket.

6. Notwithstanding any other provisions of this Agreement, it is understood that, if the United States determines that Pendleton, or any of its employees, has knowingly given false, incomplete, or misleading information in the negotiations of this Agreement or in the investigation that led to this Agreement, Pendleton and/or its employees may be subject to criminal or civil proceedings.

7. Pendleton and the United States agree that neither party nor their successors or assigns will commence or pursue any action or claim against the other party or any of their officials, representatives, officers, or employees, or former officials, representatives, officers, or employees, in connection with this matter.

8. This Agreement was negotiated and drafted jointly by counsel for all parties hereto and shall be interpreted fairly and not against any party as the drafter thereof.

10. This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter hereof, supersedes all prior negotiations and proposed agreements, written and oral, and represents the final disposition of any and all matters, allegations, and claims arising out of Pendleton's marketing of the Pendleton Sioux Star Blanket.

No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement can be modified only in a writing signed by the parties.

11. This Agreement may be executed in two or more counterparts, including photocopies, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

DATED: September ___, 2013.

UNITED STATES OF AMERICA

By: _____

DATED: September ___, 2013.

THE INDIAN ARTS AND CRAFTS BOARD

By: _____

DATED: September 11, 2013.

PENDLETON WOOLEN MILLS, INC.

By: C M Bishop III

APPROVED AS TO FORM AND CONTENT:

DATED: September , 2013.

Patrick G. Nemeroff
United States Department of Justice
Attorney for the United States of America
and the Indian Arts and Crafts Board

DATED: September 12, 2013.

Steven B. Ungar
Lane Powell, PC
Attorneys for Pendleton Woolen Mills, Inc.

Re: Pendleton settlement agreement

1 message

Stanton, Meridith <meridith_stanton@ios.doi.gov> Mon, Dec 9, 2013 at 4:44 PM
To: "Heindl, Jennifer" <jennifer.heindl@sol.doi.gov>

Jennifer,

Father Winzenburg can be reached at the following address.

Fr. George Winzenburg
President
Red Cloud Indian School
100 Mission Drive
Pine Ridge Indian Reservation
Pine Ridge, South Dakota 57770
605/867-5491 (phone)
605/867-5491(main office phone)

Based on the Red Cloud Indian School link, http://www.redcloudschool.org/document.doc?id=83, their tax identification number is 46-0275071. An excerpt from that link follows.

Your legal advisor many need some of the following information: Our legal name is Red Cloud Indian School, Inc. and our address is 100 Mission Drive, Pine Ridge, SD, 57770-2100. Our **Tax ID number is 46-0275071**. Red Cloud is a recognized taxexempt nonprofit, religious, educational institution.
Regardless of its form, your gift will enable us to keep

The school also has a donation page on their website, but I believe dealing directly with Father Winzenburg as President of the school and ultimately responsible for The Heritage Center.

https://www.redcloudschool.org/sslpage.aspx?pid=298

I think it would be helpful if PWM specified that the donation is for The Heritage Center, but I can convey that as well to Father Winzenburg.

Please let me know if you need any additional information and when you would like me to be in contact with Father Winzenburg.

Thank you,

Meridith

On Mon, Dec 9, 2013 at 3:36 PM, Heindl, Jennifer <jennifer.heindl@sol.doi.gov> wrote:

Hi Meridith,

If you have any contact information that might help facilitate the payment, please pass it to me and I can pass it on to DOJ to get to PWM.

thanks,
Jennifer

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

Division of General Law

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From: **Nemeroff, Patrick G. (CIV)** <Patrick.G.Nemeroff@usdoj.gov>
Date: 9 December 2013 15:05
Subject: RE: Pendleton settlement agreement
To: "Heindl, Jennifer" <jennifer.heindl@sol.doi.gov>

That sounds fine. Certainly, if Meridith has any instructions on how Pedleton should make the payment, I would be happy to pass those instructions on through Pendleton's attorney. That might facilitate things somewhat.

Thanks,

Patrick

From: Heindl, Jennifer [mailto:jennifer.heindl@sol.doi.gov]
Sent: Monday, December 09, 2013 3:02 PM
To: Nemeroff, Patrick G. (CIV)
Subject: Re: Pendleton settlement agreement

Patrick, will that work for you? Do you need information to provide to PWM (relevant contact/ identification/tax information for the Red Cloud heritage center)?

Thanks,

Jennifer

Jennifer A. Heindl

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On 9 December 2013 14:55, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:

Jennifer,

I can reach out to Father Winzenburg, the President of Red Cloud Indian School, with whom I have previously spoken on several occassions, and let him know that something is in the works for Red Cloud Indian Heritage Center. Once we feel confident that there will be no stumbling blocks to PWM issuing a donation to Red Cloud Indian Heritage Center in the amount of $41,250 within 30 days of the execution of the agreement, I can let Father Winzenburg know that the Center will be receiving a donation in the above amount from PWM, and request that he promptly notify me in writing upon the Center's receipt of that donation. I can then let you know. Does that sound reasonable?

FYI - Information on Father Winzenburg follows.

Thank you,

Meridith

Meet the President Fr. George Winzenburg, S.J. is no stranger to Red Cloud or the Pine Ridge Reservation, having served on the institution's board of directors from 2003-2009. Before taking the helm as president, he

served as director of the Sioux Spiritual Center, and lead the Ministry Formation Program for the Diocese of Rapid City, which forms men and women for ministry in their parish as lay ministers or deacons. As president of Marquette University High School in Milwaukee, Wisconsin, he began the school's Alumni Service Corps, founded with the belief that young people should serve as volunteers in the classroom, in the school community and in the neighborhood. After a 10-year tenure as president at Marquette University High, he became pastor of Gesu Parish in Milwaukee. "Having worked in Native ministries and with the good people across the Diocese of Rapid City for the past eight years, I am eager to further the relationships already established and meet so many of the solid students and staff that are doing great things at Red Cloud," Fr. Winzenburg says. "I see many opportunities for leadership development, specifically in the parishes, that can complement the formation of leaders that is taking place in the school." Fr. Winzenburg has a master of education in counseling education from Boston University, a master of divinity from Weston College in Cambridge, Massachusetts, and a bachelor's degree in history from Spring Hill College in Mobile, Alabama. - See more at: http://www.redcloudschool.org/page.aspx?pid=706#sthash.2FNqlxHY.dpuf

On Mon, Dec 9, 2013 at 1:52 PM, Heindl, Jennifer <jennifer.heindl@sol.doi.gov> wrote:

Hi Meredith,

Here it is all signed. See Patrick's query below. What would be the best way to confirm Pendleton's payment to Red Cloud? Have you dealt with a similar situation before?

Thanks,
jennifer

Jennifer A. Heindl

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To: "Heindl, Jennifer" <jennifer.heindl@sol.doi.gov>

Hi Jennifer,

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Thank you,

Meridith

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Hi Meridith,

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Jennifer A. Heindl

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To: "Heindl, Jennifer" <jennifer.heindl@sol.doi.gov>

Cc: "Spector, Rachel (rachel.spector@sol.doi.gov)" <rachel.spector@sol.doi.gov>

Jennifer,

I'm happy to report that we finally got approval with the Department of Justice to settle the Pendleton matter! Thank you for your patience with this process.

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Patrick

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Meridith Z. Stanton
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Re: Pendleton settlement agreement

Hill, Michele <michele_hill@ios.doi.gov> Mon, Dec 9, 2013 at 2:28 PM
To: "Stanton, Meridith" <meridith_stanton@ios.doi.gov>

I remembered the park [redacted] was at so I estimated mileage from there (650 miles to Rapid) just to get an estimate of cost. If you were to have a 3 day trip (day 1 drive, day 2 event, day 3 return) the total cost would be **about $1,050** which includes mileage, per diem, M&IE and a little extra for misc cost that may come up. If you were to add one more day to the trip the total cost would increase by $134. If you feel it is important he is there I think we could swing it. [redacted]

–

On Mon, Dec 9, 2013 at 2:17 PM, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:
Any idea what it might cost us for [redacted] ravel? Not saying I am wedded to it, but would be good to kow what that might cost.

On Mon, Dec 9, 2013 at 2:08 PM, Hill, Michele <michele_hill@ios.doi.gov> wrote:

[redacted]. I think sending you to Rpaid for a few days might be about $1,500, at most $2,000 and I think 2k is on the high side).

I am not sure on her question. I assume if they have agree to that they will go forward with it. I think having you there would be a good idea.

On Mon, Dec 9, 2013 at 2:04 PM, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:
Any thoughts on Jennifer's question?

I sure would like to be able to go out there for some sort of a ceremony. Can we scrape together the funds for my travel? I could meet with Conor, he and I could travel to Pine Ridge. Wish we could help cover [redacted] costs - at least driving costs and hotel. While in Rapid I could meet with First Peoples Fund, U.S. Attorney's office, and others as well. January is not my favorite time in Rapid, but the weather may not be all that different from here.

——— Forwarded message ———
From: **Stanton, Meridith** <meridith_stanton@ios.doi.gov>
Date: Mon, Dec 9, 2013 at 2:00 PM
Subject: Fwd: Pendleton settlement agreement
To: [redacted]

I would think that I should call the head of Red Cloud - Father W, let him know that a payment will be made 30 days following execution of the agreement, and request confirmation that it is completed. Sound like a good approach? Would you like to join me on that call? See any chance that this might not go through? I'd hate to promise and then have the deal fall off the table.

——— Forwarded message ———

From: **Heindl, Jennifer** <jennifer.heindl@sol.doi.gov>
Date: Mon, Dec 9, 2013 at 1:52 PM
Subject: Fwd: Pendleton settlement agreement
To: Meridith Stanton <meridith_stanton@ios.doi.gov>

Hi Meredith,
Here it is all signed. See Patrick's query below. What would be the best way to confirm Pendleton's payment to Red Cloud? Have you dealt with a similar situation before?
Thanks,
jennifer

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

Division of General Law

Branch of General Legal Services

Voice: 202-208-7094

Fax: 202-219-1790

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——— Forwarded message ———
From: **Nemeroff, Patrick G. (CIV)** <Patrick.G.Nemeroff@usdoj.gov>
Date: 9 December 2013 13:23
Subject: RE: Pendleton settlement agreement
To: "Heindl, Jennifer" <jennifer.heindl@sol.doi.gov>

Jennifer,

Please find attached the signed and final settlement agreement. I'll forward it to Pendleton now. Can you discuss with Meridith the best way to confirm that Pendleton makes its required contribution to Red Cloud?

Thanks,

Patrick

From: Heindl, Jennifer [mailto:jennifer.heindl@sol.doi.gov]
Sent: Monday, December 09, 2013 1:02 PM
To: Nemeroff, Patrick G. (CIV)
Subject: Fwd: Pendleton settlement agreement

Hi Patrick,

Will this do?

Thanks,

Jennifer

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

Division of General Law

Branch of General Legal Services

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——— Forwarded message ———
From: **Stanton, Meridith** <meridith_stanton@ios.doi.gov>
Date: 9 December 2013 12:44
Subject: Re: Pendleton settlement agreement
To: "Heindl, Jennifer" <jennifer.heindl@sol.doi.gov>

Hi Jennifer,

Wonderful news, thank you!

I have signed, dated (today's date), scanned, and attached the agreement. I am teleworking today, and had problems with my home scanner. This is a bit lopsided but it is the best of my various efforts to have a better looking document. The alternative is for IACB Administrative Officer Michele Hill to use my name stamp, date, scan, and email you a copy that is not lopsided. Do you have a preference?

Thank you,

Meridith

On Mon, Dec 9, 2013 at 11:22 AM, Heindl, Jennifer <jennifer.heindl@sol.doi.gov> wrote:

Hi Meridith,

Good news. DOJ has approved the settlement. Could you please follow Patrick's instructions below. I think you are probably the appropriate signature, but if you believe it should be someone else, please let me know.

Thanks,

Jennifer

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

Division of General Law

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——— Forwarded message ———
From: **Nemeroff, Patrick G. (CIV)** <Patrick.G.Nemeroff@usdoj.gov>
Date: 6 December 2013 17:38
Subject: Pendleton settlement agreement
To: "Heindl, Jennifer" <jennifer.heindl@sol.doi.gov>
Cc: "Spector, Rachel (rachel.spector@sol.doi.gov)" <rachel.spector@sol.doi.gov>

Jennifer,

I'm happy to report that we finally got approval with the Department of Justice to settle the Pendleton matter! Thank you for your patience with this process.

Can you please have Meridith (or whomever would be appropriate) sign and date this agreement and then send me back the scanned copy? I will then sign and date it and will send you the final version. I'd like to get this wrapped up by next week, if possible.

Thanks!

Patrick

–

Meridith Z. Stanton
Director
Indian Arts and Crafts Board
Office of the Secretary
MS 2528-MIB
U.S. Department of the Interior
Washington, D.C. 20240
202-208-3773 (main)
202-208-3889 (direct)
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Re: PWM

Stanton, Meridith <meridith_stanton@ios.doi.gov> Fri, Sep 27, 2013 at 12:21 PM
To: "Heindl, Jennifer" <jennifer.heindl@sol.doi.gov>

Great thanks. I will wait to hear further from you once Patrick gets the DOJ feedback.

On Fri, Sep 27, 2013 at 12:19 PM, Heindl, Jennifer <jennifer.heindl@sol.doi.gov> wrote:

Hi Meredith,

My understanding is that right now Patrick running it by his superiors for their ok. He wants the letter to show that we concur with the terms of the settlement. I will let him know about the typo. I think [redacted] I will keep you posted.

Thanks,
Jennifer

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

Division of General Law

Branch of General Legal Services

Voice: 202-208-7094

Fax: 202-219-1790

On 27 September 2013 11:49, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:

Hi Jennifer,

[redacted]

I see that Unger and Bishop signed these on September 12 and 11, respectively.

What is the next step? Am I to sign and date a copy that contains their signatures?

Thank you for all your outstanding work on this.

Meridith

On Fri, Sep 27, 2013 at 10:29 AM, Heindl, Jennifer <jennifer.heindl@sol.doi.gov> wrote:

Hi Meredith,

That's my understanding, but I did just ask Patrick to send the final to me to confirm. I was out when you, Patrick, and Rachel were making the final edits, and want to make certain I'm not missing some final tweak that was decided on when I was away.

I would like to get the letter to Patrick today if possible, and certainly by Monday (for obvious reasons).

Here is the draft letter I have run by Patrick and Rachel and the absolute final agreement (sans signatures of course) just provided by Patrick.

Thanks,

Jennifer

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

Division of General Law

Branch of General Legal Services

Voice: 202-208-7094

Fax: 202-219-1790

On 27 September 2013 09:45, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:

Hi Jennifer,

I received your email with the settlement agreement last night and will go through it this morning line by line comparing it with the last version. But in the meantime wanted to confirm that this is what Patrick plans to send to PWM for signature. Is that correct?

Meridith

--

Meridith Z. Stanton
Director
Indian Arts and Crafts Board
Office of the Secretary
MS 2528-MIB
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September 26, 2013

Patrick Nemeroff
U.S. Department of Justice, Civil Division
950 Pennsylvania Avenue, NW, Room 7217
Washington, DC 20530

Re: Pendleton Woolen Mills Alleged Violation of IACA.

Dear Mr. Nemeroff,

This letter is to advise you that the Department of the Interior and the Indian Arts and Crafts Board concur with the agreement reached by your office and Pendleton Woolen Mills (PMW) to settle this matter by PWM making a donation of $41,250 to the Red Cloud Indian Heritage Center of Pine Ridge, South Dakota, implementing a number of other actions to clarify the status of its products with respect to the Indian Arts and Crafts Act (IACA), and including information regarding the IACA in its marketing materials, as described in the settlement agreement itself. This settlement addresses an alleged violation of the IACA involving PWM's online marketing of a "Sioux Star" blanket that was not an authentic Indian-made product under the Act.

Thank you for all your efforts in reaching a resolution to this matter.

Sincerely,

Rachel Spector
Acting Assistant Solicitor
Branch of General Legal Service

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into between the United States of America ("United States"), on behalf of the Indian Arts and Crafts Board ("IACB"), and Pendleton Woolen Mills, Inc. ("Pendleton"). The purpose of this Agreement is to fully and finally resolve all matters between the United States, the IACB, and Pendleton arising from Pendleton's prior sales of the Pendleton Sioux Star Blanket. This Agreement is made with reference to the following:

WHEREAS, the United States and the IACB allege as follows: Starting in 2005, Pendleton marketed on its website the Sioux Star Blanket in a manner that inaccurately suggested that the Pendleton item referred to as the "Sioux Star Blanket" was an Indian product; Pendleton marketed the Sioux Star Blanket in a section of its website labeled "Native American"; the Sioux Star Blanket was named after a well-known Sioux symbol; the website image of the product depicted what appeared to be a genuine Sioux blanket; the accompanying description of the Sioux Star Blanket did not sufficiently make clear that the Blanket was not produced by genuine Indian artisans; and the Sioux Star Blanket did not qualify as an "Indian product" as that term is defined by the Indian Arts and Crafts Act; and

WHEREAS, counsel for Pendleton represented to the United States that, since 2005, Pendleton has sold approximately 570 Sioux Star Blankets through its website with gross sales totaling $108,290; and

WHEREAS, the United States and the IACB allege that Pendleton's Internet marketing of the Sioux Star Blanket constitutes a violation of the Indian Arts and Crafts Act, 25 U.S.C. § 305e; in order to address this alleged violation, the IACB notified Pendleton by letter on January 12,

2010, that its Internet marketing of the Sioux Star Blanket may be in violation of the Indian Arts and Crafts Act, 25 U.S.C. § 305e, after which Pendleton was notified by the United States that a civil action had been authorized based on an alleged violation of the Indian Arts and Crafts Act, 25 U.S.C. § 305e; and

WHEREAS, in response to requests from the United States, Pendleton altered its Internet marketing of the Sioux Star Blanket by changing the name of the "Native America" section of its website to "Native American Inspired," changing the name of the "Sioux Star Blanket" to the "Plains Star Blanket," and editing the accompanying description of the product to state that it was not an authentic Indian product, along with other changes consistent with the letter and spirit of the Indian Arts and Crafts Act; and

WHEREAS, the United States and the IACB claim that, pursuant to the Indian Arts and Crafts Act, 25 U.S.C. § 305e, for this alleged first-time violation, Pendleton is liable for a penalty of up to, and potentially in excess of, $1 million, in addition to the costs of the IACB's investigation; and

WHEREAS, although Pendleton disagrees with the claims and liability asserted by the United States and IACB, it is the mutual desire of the parties to this Agreement to resolve all matters arising out of Pendleton's Internet marketing of the Sioux Star Blanket with finality and without the need for litigation.

NOW, THEREFORE, it is agreed as follows:

1. This Agreement is entered into by the parties without any admission of liability by Pendleton or any Pendleton officer, director, employee, or representative.

2. In consideration of this settlement, Pendleton agrees to make, or to maintain, the following changes to its marketing of Native American themed products:

A. Pendleton will not include a "Native American" section on its website, in its print catalogs, or in materials provided to retailers. Pendleton may include a section named or referred to as "Native American Inspired" in any of these marketing materials;

B. To the extent that Pendleton sells the product previously named the "Sioux Star Blanket," it will be named the "Plains Star Blanket";

C. Pendleton's Native American Inspired product descriptions will make clear that its products are not Indian products; and

D. Pendleton agrees to not include any federally recognized Native American tribal name in any of its product names without express authorization from such Native American tribe. Notwithstanding the foregoing, Pendleton may use geographic designations such as cardinal directions, names of State, or names of geographic landmarks, and such use shall not violate this agreement, even if such geographic designations may also be contained in the name of a federally recognized Native American tribe. Moreover, nothing in this agreement shall be construed to prevent accurate, descriptive, or fair references to such tribes or the use of same in language used to describe a product. Any such use of a federally recognized Native American tribe name shall be in accordance with the Indian Arts and Crafts Act.

3. In further consideration of this settlement, Pendleton agrees that, not later than thirty (30) days after execution of this Agreement, and for a minimum of two (2) years following execution of this Agreement by all parties, it shall include the following paragraph (hereinafter referred to as the "Paragraph") in its print catalogs, on its website, and in marketing material it distributes to retailers of its Native American Inspired products:

The Indian Arts and Crafts Act of 1990 (P.L. 101-644), as amended, is a truth-in-marketing law that prohibits the offer or display for sale, or sale, of any art or craft product in a manner that falsely suggests it is Indian produced, an Indian product, or the product of a particular Indian Tribe. Covering all traditional and contemporary American Indian and Indian-style art and craftwork produced after 1935, the Act carries both criminal and civil penalties. For more information on the Act, please visit www.iacb.doi.gov.

A. Pendleton agrees to include the Paragraph in all of its print catalogs containing Native American Inspired Products. The design, placement, and size of the Paragraph will be consistent with other text in Pendleton's print catalogs that explains the history and nature of the company.

B. Pendleton agrees to include the Paragraph on a separate page within its website labeled "Indian Arts and Crafts Act." The design, placement, and size of the Paragraph will be consistent with other text on Pendleton's website that explains the history and nature of the company. A link to the "Indian Arts and Crafts Act" will be included under the "Native American Inspired" heading Pendleton's website, as well as at the bottom of the page of any product contained within the "Native American Inspired" section of the website.

C. Pendleton agrees to include the Paragraph in marketing materials sent to its retailers of Native American Inspired products. The design, placement, and size of the Paragraph will be consistent with other text in Pendleton's print catalogs that explains the history and nature of the company.

4. In further consideration of this settlement, Pendleton agrees that, no later than thirty (30) days following execution of this Agreement by all parties and their respective counsel, it will donate to the Red Cloud Indian Heritage Center in Pine Ridge, South Dakota (RCIHC) an amount of Forty-One Thousand, Two Hundred and Fifty dollars ($41,250);

5. This Agreement settles any and all existing and potential enforcement actions, civil actions, allegations, and claims arising out of Pendleton's marketing of the Sioux Star Blanket. This Agreement may be pleaded as a complete defense to, and may be used as a basis for an order dismissing any administrative action, enforcement action, or civil claim against Pendleton brought by the IACB or the United States, arising out of Pendleton's marketing of the Sioux Star Blanket.

6. Notwithstanding any other provisions of this Agreement, it is understood that, if the United States determines that Pendleton, or any of its employees, has knowingly given false, incomplete, or misleading information in the negotiations of this Agreement or in the investigation that led to this Agreement, Pendleton and/or its employees may be subject to criminal or civil proceedings.

7. Pendleton and the United States agree that neither party nor their successors or assigns will commence or pursue any action or claim against the other party or any of their officials, representatives, officers, or employees, or former officials, representatives, officers, or employees, in connection with this matter.

8. This Agreement was negotiated and drafted jointly by counsel for all parties hereto and shall be interpreted fairly and not against any party as the drafter thereof.

10. This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter hereof, supersedes all prior negotiations and proposed agreements, written and oral, and represents the final disposition of any and all matters, allegations, and claims arising out of Pendleton's marketing of the Pendleton Sioux Star Blanket.

No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement can be modified only in a writing signed by the parties.

11. This Agreement may be executed in two or more counterparts, including photocopies, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

DATED: September ___, 2013.

UNITED STATES OF AMERICA

By: _____

DATED: September ___, 2013.

THE INDIAN ARTS AND CRAFTS BOARD

By: _____

DATED: September 11, 2013.

PENDLETON WOOLEN MILLS, INC.

By: C M Bishop III

APPROVED AS TO FORM AND CONTENT:

DATED: September , 2013.

Patrick G. Nemeroff
United States Department of Justice
Attorney for the United States of America
and the Indian Arts and Crafts Board

DATED: September 12, 2013.

Steven B. Ungar
Lane Powell, PC
Attorneys for Pendleton Woolen Mills, Inc.

Re: Fwd: IACB Comments on Settlement Agreement - Draft 8-8-13.docx (Meridith_Stanton@ios.doi.gov)

Stanton, Meridith <meridith_stanton@ios.doi.gov> Wed, Aug 21, 2013 at 12:10 PM
To: "Spector, Rachel" <rachel.spector@sol.doi.gov>
Cc: Jennifer Heindl <jennifer.heindl@sol.doi.gov>

Great, thank you!

On Wed, Aug 21, 2013 at 12:08 PM, Spector, Rachel <rachel.spector@sol.doi.gov> wrote:
Hey Meredith:

I spoke to Patrick this morning and he will include your additional language and forward the new version of the agreement to Pendleton today. It looks like we will be able to close this out soon.

Thanks,

Rachel

On Wed, Aug 21, 2013 at 12:03 PM, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:
Rachel,

Thank you for the update.

Best Regards,

Meridith

On Tue, Aug 20, 2013 at 8:35 PM, Rachel Spector <rachel.spector@sol.doi.gov> wrote:
Hey Meridith:

I was thinking about you and this case today. I did get your email, but have been slammed with other work and not reached Patrick yet. I will try to do that in the morning.

Thanks,

Rachel

From: Stanton, Meridith [mailto:meridith_stanton@ios.doi.gov]
Sent: Tuesday, August 20, 2013 03:34 PM
To: Rachel Spector <rachel.spector@sol.doi.gov>; Jennifer Heindl <Jennifer.Heindl@sol.doi.gov>
Subject: Fwd: IACB Comments on Settlement Agreement - Draft 8-8-13.docx (Meridith_Stanton@ios.doi.gov)

Hi Rachel,

I have just returned from a week of business travel and wanted to touch base.

I believe that Jennifer is out of town until the 26th, but wanted to confirm that you received the following email. Could you also please tell me if you have had the opportunity to convey this to Patrick N

Could you also please tell me if you have had the opportunity to convey this to Patrick?

Look forward to hearing from you.

Best Regards,

Meridith

——— Forwarded message ———
From: **Meridith Stanton (Google Drive)** <meridith_stanton@ios.doi.gov>
Date: Sun, Aug 11, 2013 at 12:44 PM
Subject: IACB Comments on Settlement Agreement - Draft 8-8-13.docx (Meridith_Stanton@ios.doi.gov)
To: Meridith_Stanton@ios.doi.gov
Cc: rachel.spector@sol.doi.gov, Jennifer.Heindl@sol.doi.gov

Attached: Settlement Agreement - Draft 8-8-13.docx

Rachel and Jennifer –

This settlement agreement looks fine, [redacted]

Thanks for all of your help with this case.

I will be on business travel over the next week in New Mexico, but will be available by email and can call you if r anything.

Meridith

Document Settlement Agreement - Draft 8-8-13.docx

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Logo for Google Drive

–

Meridith Z. Stanton
Director
Indian Arts and Crafts Board
Office of the Secretary

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Re: Fwd: IACB Comments on Settlement Agreement - Draft 8-8-13.docx (Meridith_Stanton@ios.doi.gov)

Stanton, Meridith <meridith_stanton@ios.doi.g 12:03 PM (0 minutes ago)

Rachel,

Thank you for the update.

Best Regards,

Meridith

On Tue, Aug 20, 2013 at 8:35 PM, Rachel Spector <rachel.spector@sol.doi.gov> w

Hey Meridith:

I was thinking about you and this case today. I did get your email, but have b slammed with other work and not reached Patrick yet. I will try to do that in morning.

Thanks,

Rachel

From: Stanton, Meridith [mailto:meridith_stanton@ios.doi.gov]
Sent: Tuesday, August 20, 2013 03:34 PM
To: Rachel Spector <rachel.spector@sol.doi.gov>; Jennifer Heindl <Jennifer.Heindl@sol.doi.gov>
Subject: Fwd: IACB Comments on Settlement Agreement - Draft 8-8-13.docx (Meridith_Stanton@ios.doi.gov)

Hi Rachel,

I have just returned from a week of business travel and wanted to touch base.

I believe that Jennifer is out of town until the 26th, but wanted to confirm that you the following email. Could you also please tell me if you have had the opportunity this to Patrick N.

Look forward to hearing from you.

Best Regards,

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into between the United States of America ("United States"), on behalf of the Indian Arts and Crafts Board ("IACB"), and Pendleton Woolen Mills, Inc. ("Pendleton"). The purpose of this Agreement is to fully and finally resolve all matters between the United States, the IACB, and Pendleton arising from Pendleton's prior sales of the Pendleton Sioux Star Blanket. This Agreement is made with reference to the following:

WHEREAS, the United States and the IACB allege as follows: Starting in 2005, Pendleton marketed on its website the Sioux Star Blanket in a manner that inaccurately suggested that the Pendleton item referred to as the "Sioux Star Blanket" was an Indian product; Pendleton marketed the Sioux Star Blanket in a section of its website labeled "Native American"; the Sioux Star Blanket was named after a well-known Sioux symbol; the website image of the product depicted what appeared to be a genuine Sioux blanket; the accompanying description of the Sioux Star Blanket did not sufficiently make clear that the Blanket was not produced by genuine Indian artisans; and the Sioux Star Blanket did not qualify as an "Indian product" as that term is defined by the Indian Arts and Crafts Act; and

WHEREAS, counsel for Pendleton represented to the United States that, since 2005, Pendleton has sold approximately 570 Sioux Star Blankets through its website with gross sales totaling $108,290; and

WHEREAS, the United States and the IACB allege that Pendleton's Internet marketing of the Sioux Star Blanket constitutes a violation of the Indian Arts and Crafts Act, 25 U.S.C. § 305e; in order to address this alleged violation, the IACB notified Pendleton by letter on January 12, 2010, that its Internet marketing of the Sioux Star Blanket may be in violation of the Indian Arts and Crafts Act, 25

U.S.C. § 305e, after which Pendleton was notified by the United States that a civil action had been authorized based on an alleged violation of the Indian Arts and Crafts Act, 25 U.S.C. § 305e; and

WHEREAS, in response to requests from the United States, Pendleton altered its Internet marketing of the Sioux Star Blanket by changing the name of the "Native America" section of its website to "Native American Inspired," changing the name of the "Sioux Star Blanket" to the "Plains Star Blanket," and editing the accompanying description of the product to state that it was not an authentic Indian product, along with other changes consistent with the letter and spirit of the Indian Arts and Crafts Act; and

WHEREAS, the United States and the IACB claim that, pursuant to the Indian Arts and Crafts Act, 25 U.S.C. § 305e, for this alleged first-time violation, Pendleton is liable for a penalty of up to, and potentially in excess of, $1 million, in addition to the costs of the IACB's investigation; and

WHEREAS, although Pendleton disagrees with the claims and liability asserted by the United States and IACB, it is the mutual desire of the parties to this Agreement to resolve all matters arising out of Pendleton's Internet marketing of the Sioux Star Blanket with finality and without the need for litigation.

NOW, THEREFORE, it is agreed as follows:

1. This Agreement is entered into by the parties without any admission of liability by Pendleton or any Pendleton officer, director, employee, employee or representative.

2. In consideration of this settlement, Pendleton agrees to make, or to maintain, the following changes to its marketing of Native American themed products:

A. Pendleton will not include a "Native American" section on its website, in its print

catalogs, or in materials provided to retailers. Pendleton may include a section named or referred to as "Native American Inspired" in any of these marketing materials;

B. To the extent that Pendleton sells the product previously named the "Sioux Star Blanket," it will be named the "Plains Star Blanket;"

C. Pendleton's Native American Inspired product descriptions will make clear that its products are not Indian products; and

D. Pendleton agrees to not include any federally recognized Native American tribal name in any of its product names without express authorization from such Native American tribe. Notwithstanding the forgoing, Pendleton may use geographic designations such as cardinal directions, names of State, or names of geographic landmarks, and such use shall not violate this agreement, even if such geographic designations may also be contained in the name of a federally recognized Native American tribe. Moreover, nothing in this agreement shall be construed to prevent accurate, descriptive, or fair references to such tribes or the use of same in language used to describe a product. **Any such usage of a federally recognized Native American tribal name shall be in compliance with the Indian Arts and Crafts Act.**

3. In further consideration of this settlement, Pendleton agrees that, not later than thirty (30) days after execution of this Agreement, and for a minimum of two (2) years following execution of this Agreement by all parties, it shall include the following paragraph (hereinafter referred to as the "Paragraph") in its print catalogs, on its website, and in marketing material it distributes to retailers of its Native American Inspired products:

The Indian Arts and Crafts Act of 1990 (P.L. 101-644), as amended, is a truth-in-marketing law that prohibits the offer or display for sale, or sale, of any art or craft product in a manner that falsely suggests it is Indian produced, an Indian product, or the product of a particular Indian Tribe. Covering all traditional and contemporary American Indian and Indian-style art and craftwork produced after 1935, the Act carries both criminal and civil penalties. For more information on the Act, please visit www.iacb.doi.gov.

A. Pendleton agrees to include the Paragraph in all of its print catalogs containing Native American Inspired Products. The design, placement, and size of the Paragraph will be consistent with other text in Pendleton's print catalogs that explains the history and nature of the company.

B. Pendleton agrees to include the Paragraph on a separate page within its website labeled "Indian Arts and Crafts Act." The design, placement, and size of the Paragraph will be consistent with other text on Pendleton's website that explains the history and nature of the company. A link to the "Indian Arts and Crafts Act" will be included under the "Native American Inspired" heading Pendleton's website, as well as at the bottom of the page of any product contained within the "Native American Inspired" section of the website.

C. Pendleton agrees to include the Paragraph in marketing materials sent to its retailers of Native American Inspired products. The design, placement, and size of the Paragraph will be consistent with other text in Pendleton's print catalogs that explains the history and nature of the company.

4. In further consideration of this settlement, Pendleton agrees that, no later than thirty (30) days following execution of this Agreement by all parties and their respective counsel, it will donate to the Red Cloud Indian Heritage Center in Pine Ridge, South Dakota (RCIHC) a an amount ~~no less than~~

Forty-One Thousand, Two Hundred and Fifty dollars ($41,250);

1.

2.

3.

4.

5. This Agreement settles any and all existing and potential enforcement actions, civil actions, allegations, and claims arising out of Pendleton's marketing of the Sioux Star Blanket. This Agreement may be pleaded as a complete defense to, and may be used as a basis for an order dismissing any administrative action, enforcement action, or civil claim against Pendleton brought by the IACB or the United States, arising out of Pendleton's marketing of the Sioux Star Blanket.

6. Notwithstanding any other provisions of this Agreement, it is understood that, if the United States determines that Pendleton, or any of its employees, has knowingly given false, incomplete, or misleading information in the negotiations of this Agreement or in the investigation that led to this Agreement, Pendleton and/or its employees may be subject to criminal or civil proceedings.

7. Pendleton and the United States agree that neither party nor their successors or assigns will commence or pursue any action or claim against the other party or any of their officials, representatives, officers, or employees, or former officials, representatives, officers, or employees, in connection with this matter.

8. This Agreement was negotiated and drafted jointly by counsel for all parties hereto and shall be interpreted fairly and not against any party as the drafter thereof.

10. This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter hereof, supersedes all prior negotiations and proposed agreements, written and oral, and represents the final disposition of any and all matters, allegations, and claims arising out of Pendleton's marketing of the Pendleton Sioux Star Blanket. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement can be modified only in a writing signed by the parties.

11. This Agreement may be executed in two or more counterparts, including photocopies, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

DATED: August , 2013.

UNITED STATES OF AMERICA

By:

DATED: August , 2013.

THE INDIAN ARTS AND CRAFTS BOARD

By:

DATED: August , 2013.

PENDLETON WOOLEN MILLS, INC.

By:

APPROVED AS TO FORM AND CONTENT:

DATED: August , 2013.

Patrick G. Nemeroff
United States Department of Justice
Attorney for the United States of America
and the Indian Arts and Crafts Board

DATED: August , 2013.

Steven B. Ungar
Lane Powell, PC
Attorneys for Pendleton Woolen Mills, Inc.

Re: Request for your assistance with a press release

1 message

Moody, Joan <joan_moody@ios.doi.gov> Fri, Jan 17, 2014 at 2:06 PM
To: "Stanton, Meridith" <meridith_stanton@ios.doi.gov>
Cc: Robert Stanton <Robert_Stanton@ios.doi.gov>

Meredith and [redacted] am happy to help with the press release. Seems like a good departmental release to me, but I need to check with my director.

On Fri, Jan 17, 2014 at 1:26 PM, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:

Hi Joan,

Next week I will draft the text for a press release regarding the IACB's Indian Arts and Crafts Act settlement with Pendleton Woolen Mills. A copy of the settlement is attached. Under this agreement Pendleton has had to provide Red Cloud Indian School's Heritage Center, Pine Ridge Reservation, South Dakota, with $41,250 for the promotion of authentic Sioux Indian art and craftwork. Pendleton will also be required to include in its marketing materials information about the Indian Arts and Crafts Act, among other requirements. Would it be possible for me to work with you to have this released, following Mr. Stanton's and your approval of the text, as a press release from Secretary Jewell?

I look forward to hearing from you.

Best Regards,

Meridith

--
Joan Moody
Senior Public Affairs Specialist
Office of the Secretary MIB 6226
U.S. Department of the Interior
1849 C Street, N.W.
Washington, D.C. 20240
202-208-3280
Joan_Moody@ios.doi.gov

Stanton, Meridith <meridith_stanton@ios.doi.gov>

Re: FW: Pendleton Bulletin

1 message

Meridith Stanton <meridith_stanton@ios.doi.gov> Wed, Feb 12, 2014 at 9:10 AM
To: Michele_Hill@ios.doi.gov

Yes!

From: Hill, Michele [mailto:michele_hill@ios.doi.gov]
Sent: Wednesday, February 12, 2014 07:01 AM
To: Meridith Stanton <meridith_stanton@ios.doi.gov>
Subject: Re: FW: Pendleton Bulletin

I think I have it - John Timothy with the Ataloa Lodge Museum Shop and Tony Tiger with the Art Program Bacone College - does that sound right?

—
Michele Hill
Administrative Officer
U.S. Department of the Interior
Indian Arts and Crafts Board
Tel: (202) 208-3286
Main Line: (202) 208-3773
Fax: (202) 208-5196

On Wed, Feb 12, 2014 at 8:02 AM, Meridith Stanton <meridith_stanton@ios.doi.gov> wrote:

Bacone Museum Shop - the fella's name should be in our Source Directory - and the Bacone Art Program-Timothy Tiger

---

From: Hill, Michele [mailto:michele_hill@ios.doi.gov]
Sent: Wednesday, February 12, 2014 05:46 AM
To: Stanton, Meridith <meridith_stanton@ios.doi.gov>
Subject: Re: FW: Pendleton Bulletin

OK I pulled emails for most on the list you sent us. There are a few I have mailing addresses for. I will go ahead and email it out from the IACB email and send out the regular mail as well.

I had one question - Bacone - I assume you mean the college - do you want the gift shop or some other place?

—
Michele Hill
Administrative Officer
U.S. Department of the Interior
Indian Arts and Crafts Board
Tel: (202) 208-3286
Main Line: (202) 208-3773
Fax: (202) 208-5196

On Tue, Feb 11, 2014 at 4:02 PM, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:

Wonderful, thank you!

On Tue, Feb 11, 2014 at 3:30 PM, Nedra Darling <nedra_darling@ios.doi.gov> wrote:

Nativenewsonline.net Levi Rickert I don't have his new address, but you can reach him at nativenewsonline.net

Indian Country Today Media Network	Christopher Napolitano	cnapolitano@ictmn.com
Rapid City Journal		claudia.laws@rapidcityjournal.com;
Native America Calling	Tara Gatewood	tgatewood@ nativeamericacalling.com

Nedra

From: Stanton, Meridith [mailto:meridith_stanton@ios.doi.gov]
Sent: Tuesday, February 11, 2014 11:09 AM
To: Nedra Darling
Cc: Michele Hill
Subject: Re: Pendleton Bulletin

Hi Nedra,

By any chance do you have contacts at ICT, Rapid City Journal, nativenewsonline.net, and Native America Calling that we could send the Bulletin "to the attention of"?

Thank you,

Meridith

On Mon, Feb 10, 2014 at 6:58 PM, Nedra Darling <nedra_darling@ios.doi.gov> wrote:

Thanks for the Bulletin. Good ideas. I would also suggest nativenewsonline.net and nativeamericacalling.com.

If you don't have contacts, let me know.

From: Kelly, Katherine [mailto:kate_kelly@ios.doi.gov]
Sent: Monday, February 10, 2014 6:54 PM
To: Nedra Darling
Cc: Joan Moody; Meridith Stanton; Blake Androff; Jessica Kershaw; Michele Hill
Subject: Re: Pendleton Bulletin

I'm comfortable with is, but certainly defer to Nedra.

Thanks

On Mon, Feb 10, 2014 at 6:18 PM, Nedra Darling <nedra_darling@ios.doi.gov> wrote:

Will you send me a copy of the bulletin? Thanks.

From: Moody, Joan [mailto:joan_moody@ios.doi.gov]
Sent: Monday, February 10, 2014 6:00 PM
To: Stanton, Meridith; Katherine Kelly; Blake Androff; Nedra Darling
Cc: Jessica Kershaw; Michele Hill
Subject: Re: Pendleton Bulletin

I don't have any reservations but I am looping in Kate, Blake and Nedra

On Mon, Feb 10, 2014 at 5:07 PM, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:

Good Evening Joan and Jessica,

We have completed the mailing of the Bulletin to Indian Tribes and Indian arts and crafts businesses, and will send it out to Indian organizations later this week. Do either of you have any reservations about us sending the Bulletin to the Indian Country Today, http://indiancountrytodaymedianetwork.com/, or the Rapid City Journal?

Thank you,

Meridith

–

Meridith Z. Stanton
Director
Indian Arts and Crafts Board
Office of the Secretary
MS 2528-MIB
U.S. Department of the Interior
Washington, D.C. 20240
202-208-3773 (main)
1-888-Art-Fake (toll free)
202-208-4382 (fax)

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–

Joan Moody

Senior Public Affairs Specialist

Office of the Secretary MIB 6226

U.S. Department of the Interior

1849 C Street, N.W.

Washington, D.C. 20240

202-208-3280

Joan_Moody@ios.doi.gov

–

Kate Kelly
Director of Communications
Department of the Interior
(202) 208 2409
kate_kelly@ios.doi.gov

–

Meridith Z. Stanton
Director
Indian Arts and Crafts Board
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Re: @ GRCA saw this

VanWey, Kenneth <kenneth_van_wey@ios.doi.gov> Mon, Feb 10, 2014 at 12:13 PM
To: "Stanton, Meridith" <meridith_stanton@ios.doi.gov>

Are those pre-agreement? [redacted]

On Mon, Feb 10, 2014 at 11:55 AM, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:

——— Forwarded message ———
From: [redacted]
Date: Fri, Feb 7, 2014 at 6:51 PM
Subject: @ GRCA saw this
To: Meridith Stanton <meridith_stanton@ios.doi.gov>

Is this language okay? (On the blanket tag)

–

[redacted]
Chief Ranger
Effigy Mounds National Monument
151 HWY 76
Harpers Ferry, Iowa 52146

Telephone: [redacted]

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VanWey, Kenneth [redacted]

Fwd: Pendleton Bulletin

1 message

Stanton, Meridith <meridith_stanton@ios.doi.gov> Mon, Feb 10, 2014 at 6:55 PM
To: Michele Hill <Michele_Hill@ios.doi.gov>, Ken <Kenneth_Van_Wey@ios.doi.gov>

Why is Nedra the deciding factor?

——— Forwarded message ———
From: **Kelly, Katherine** <kate_kelly@ios.doi.gov>
Date: Mon, Feb 10, 2014 at 6:54 PM
Subject: Re: Pendleton Bulletin
To: Nedra Darling <nedra_darling@ios.doi.gov>
Cc: Joan Moody <joan_moody@ios.doi.gov>, Meridith Stanton <meridith_stanton@ios.doi.gov>, Blake Androff <blake_androff@ios.doi.gov>, Jessica Kershaw <jessica_kershaw@ios.doi.gov>, Michele Hill <michele_hill@ios.doi.gov>

I'm comfortable with is, but certainly defer to Nedra.

Thanks

On Mon, Feb 10, 2014 at 6:18 PM, Nedra Darling <nedra_darling@ios.doi.gov> wrote:

Will you send me a copy of the bulletin? Thanks.

From: Moody, Joan [mailto:joan_moody@ios.doi.gov]
Sent: Monday, February 10, 2014 6:00 PM
To: Stanton, Meridith; Katherine Kelly; Blake Androff; Nedra Darling
Cc: Jessica Kershaw; Michele Hill
Subject: Re: Pendleton Bulletin

I don't have any reservations but I am looping in Kate, Blake and Nedra

On Mon, Feb 10, 2014 at 5:07 PM, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:

Good Evening Joan and Jessica,

We have completed the mailing of the Bulletin to Indian Tribes and Indian arts and crafts businesses, and will send it out to Indian organizations later this week. Do either of you have any reservations about us sending the Bulletin to the Indian Country Today, http://indiancountrytodaymedianetwork.com/, or the Rapid City Journal?

Thank you,

Meridith

–

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Joan Moody

Senior Public Affairs Specialist

Office of the Secretary MIB 6226

U.S. Department of the Interior

1849 C Street, N.W.

Washington, D.C. 20240

202-208-3280

Joan_Moody@ios.doi.gov

–

Kate Kelly

Director of Communications
Department of the Interior
(202) 208 2409
kate_kelly@ios.doi.gov

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PWM

Stanton, Meridith <meridith_stanton@ios.doi.gov> Mon, Feb 10, 2014 at 4:19 PM
To: [redacted]

Hi [redacted]

I took a look at the websites on Friday night after getting your email and had a chance to talk with Ken about it today. It appears that the Beaver State "Indian Blankets" label preceded the settlement.

I would think now that they have settled they will change the marketing on those blankets...but then again it is PWM.

Do you have any recommendations?

Meridith

The Beaver State label refers to the long relationship between Native Americans and Pendleton Woolen Mills. Tribes living near the mill in Pendleton, Oregon purchased robes and shawls... a relationship that has lasted for over 100 years. This label is reserved for Pendleton's Native-inspired robes, shawls, and saddle blankets.

–

Meridith Z. Stanton
Director

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Fwd: Bulletin Regarding Pendleton Settlement

Stanton, Meridith <meridith_stanton@ios.doi.gov> Wed, Feb 5, 2014 at 4:46 PM
To: Ken <Kenneth_Van_Wey@ios.doi.gov>, Michele Hill <Michele_Hill@ios.doi.gov>, Ferdousi Kahanam <Ferdousi_Khanam@ios.doi.gov>

Let's discuss the add on to the mailing list Thursday.

——— Forwarded message ———
From: **Peter Strong** [redacted]
Date: Wed, Feb 5, 2014 at 3:31 PM
Subject: Re: Bulletin Regarding Pendleton Settlement
To: "Stanton, Meridith" <meridith_stanton@ios.doi.gov>
Cc: Peter Strong <peter@firstpeoplesfund.org>

Great to hear from you, Meridith. I've been in touch with two of your staffers in the last week, so it must be IACB time for me! Congratulations on the settlement with Pendleton. Wonderful news!

I'll see if I can find any other organizations that should receive the bulletin. I'm still learning all of the networks that Lori has going here at FPF, so it might take me a little digging.

Off the top of my head I'd suggest Northern Plains Indian Art Market and Great Plains Art Institute at Sinte Gleska University, Native CDFIs - including Lakota Fund, Four Bands, and Hunkpati - Pine Ridge Area Chamber of Commerce, Thunder Valley Community Development (located near Sharps Corner, SD). I'm sure I'll think of more, but that's great information for them.

I'm copying my work email so that you have it in your contact list.

Hope you're well, and I'm sure we'll connect soon. Let me know when you are in SD next.

Looking forward to partnering!

Best,

Peter

On Wed, Feb 5, 2014 at 12:20 PM, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:
, Hi Peter,

Happy Belated New Year!

In case First Peoples Fund has yet to receive a copy of this Bulletin, please see the attachment. Can you recommend Indian organizations in South Dakota to send copies to? We are sending copies to Tribes and businesses listed in our Source Directory, but if you could suggest others that would be great.

Thank you,

Meridith

–

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VanWey, Kenneth <kenneth_van_wey@ios.doi.gov>

Re: Bulletin Regarding Pendleton Settlement

1 message

VanWey, Kenneth <kenneth_van_wey@ios.doi.gov> Wed, Feb 5, 2014 at 2:23 PM
To: "Stanton, Meridith" <meridith_stanton@ios.doi.gov>

Nothing past what I had yesterday

On Wed, Feb 5, 2014 at 2:20 PM, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:
other thoughts yet?

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Meridith

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Stanton, Meridith <meridith_stanton@ios.doi.gov>

Re: President of Red Cloud Indian School in DC February 12.

1 message

Stanton, Robert <robert_stanton@ios.doi.gov> Fri, Jan 31, 2014 at 9:26 AM
To: "Stanton, Meridith" <meridith_stanton@ios.doi.gov>

Hello Meridith,

Let us further discuss today at our meeting.

Thanks.

Bob Stanton
208-3219

On Thu, Jan 30, 2014 at 7:03 PM, Stanton, Meridith
<meridith_stanton@ios.doi.gov> wrote:
> Mr. Stanton,
>
> I am sorry to be peppering you with emails, and I know we can discuss these
> various topics during tomorrow's 3:00 meeting.
>
> But I wanted to mention that Father George Winzenburg will be coming to DC
> for a February 12 Friends of the Red Cloud Indian School reception to be
> held at a downtown law firm. I mention this in the event you would like to
> meet him - assuming his schedule is not too jammed - prior to the reception.
>
> It is too bad that the Office of Communications has been skiddish about the
> Pendleton settlement announcement as this would have been a good opportunity
> for the Secretary to have a photo opportunity with Father Winzenburg to show
> how the Department and Red Cloud Indian School's The Heritage Center support
> the production and sale of authentic Sioux art and craftwork/Lakota economic
> development through the arts.
>
> But at least the Office of Communications gave us the green light to post
> the Bulletin on the IACB's "news" website and distribute the Bulletin to our
> usual news recipients - Tribes, Indian businesses, and Indian arts and
> crafts organizations.
>
> Best Regards,
>
> Meridith
>
> –
>
>

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into between the United States of America ("United States"), on behalf of the Indian Arts and Crafts Board ("IACB"), and Pendleton Woolen Mills, Inc. ("Pendleton"). The purpose of this Agreement is to fully and finally resolve all matters between the United States, the IACB, and Pendleton arising from Pendleton's prior sales of the Pendleton Sioux Star Blanket. This Agreement is made with reference to the following:

WHEREAS, the United States and the IACB allege as follows: Starting in 2005, Pendleton marketed on its website the Sioux Star Blanket in a manner that inaccurately suggested that the Pendleton item referred to as the "Sioux Star Blanket" was an Indian product; Pendleton marketed the Sioux Star Blanket in a section of its website labeled "Native American"; the Sioux Star Blanket was named after a well-known Sioux symbol; the website image of the product depicted what appeared to be a genuine Sioux blanket; the accompanying description of the Sioux Star Blanket did not sufficiently make clear that the Blanket was not produced by genuine Indian artisans; and the Sioux Star Blanket did not qualify as an "Indian product" as that term is defined by the Indian Arts and Crafts Act; and

WHEREAS, counsel for Pendleton represented to the United States that, since 2005, Pendleton has sold approximately 570 Sioux Star Blankets through its website with gross sales totaling $108,290; and

WHEREAS, the United States and the IACB allege that Pendleton's Internet marketing of the Sioux Star Blanket constitutes a violation of the Indian Arts and Crafts Act, 25 U.S.C. § 305e; in order to address this alleged violation, the IACB notified Pendleton by letter on January 12,

2010, that its Internet marketing of the Sioux Star Blanket may be in violation of the Indian Arts and Crafts Act, 25 U.S.C. § 305e, after which Pendleton was notified by the United States that a civil action had been authorized based on an alleged violation of the Indian Arts and Crafts Act, 25 U.S.C. § 305e; and

WHEREAS, in response to requests from the United States, Pendleton altered its Internet marketing of the Sioux Star Blanket by changing the name of the "Native America" section of its website to "Native American Inspired," changing the name of the "Sioux Star Blanket" to the "Plains Star Blanket," and editing the accompanying description of the product to state that it was not an authentic Indian product, along with other changes consistent with the letter and spirit of the Indian Arts and Crafts Act; and

WHEREAS, the United States and the IACB claim that, pursuant to the Indian Arts and Crafts Act, 25 U.S.C. § 305e, for this alleged first-time violation, Pendleton is liable for a penalty of up to, and potentially in excess of, $1 million, in addition to the costs of the IACB's investigation; and

WHEREAS, although Pendleton disagrees with the claims and liability asserted by the United States and IACB, it is the mutual desire of the parties to this Agreement to resolve all matters arising out of Pendleton's Internet marketing of the Sioux Star Blanket with finality and without the need for litigation.

NOW, THEREFORE, it is agreed as follows:

1. This Agreement is entered into by the parties without any admission of liability by Pendleton or any Pendleton officer, director, employee, or representative.

2. In consideration of this settlement, Pendleton agrees to make, or to maintain, the following changes to its marketing of Native American themed products:

A. Pendleton will not include a "Native American" section on its website, in its print catalogs, or in materials provided to retailers. Pendleton may include a section named or referred to as "Native American Inspired" in any of these marketing materials;

B. To the extent that Pendleton sells the product previously named the "Sioux Star Blanket," it will be named the "Plains Star Blanket";

C. Pendleton's Native American Inspired product descriptions will make clear that its products are not Indian products; and

D. Pendleton agrees to not include any federally recognized Native American tribal name in any of its product names without express authorization from such Native American tribe. Notwithstanding the foregoing, Pendleton may use geographic designations such as cardinal directions, names of State, or names of geographic landmarks, and such use shall not violate this agreement, even if such geographic designations may also be contained in the name of a federally recognized Native American tribe. Moreover, nothing in this agreement shall be construed to prevent accurate, descriptive, or fair references to such tribes or the use of same in language used to describe a product. Any such use of a federally recognized Native American tribe name shall be in accordance with the Indian Arts and Crafts Act.

3. In further consideration of this settlement, Pendleton agrees that, not later than thirty (30) days after execution of this Agreement, and for a minimum of two (2) years following execution of this Agreement by all parties, it shall include the following paragraph (hereinafter referred to as the "Paragraph") in its print catalogs, on its website, and in marketing material it distributes to retailers of its Native American Inspired products:

The Indian Arts and Crafts Act of 1990 (P.L. 101-644), as amended, is a truth-in-marketing law that prohibits the offer or display for sale, or sale, of any art or craft product in a manner that falsely suggests it is Indian produced, an Indian product, or the product of a particular Indian Tribe. Covering all traditional and contemporary American Indian and Indian-style art and craftwork produced after 1935, the Act carries both criminal and civil penalties. For more information on the Act, please visit www.iacb.doi.gov.

A. Pendleton agrees to include the Paragraph in all of its print catalogs containing Native American Inspired Products. The design, placement, and size of the Paragraph will be consistent with other text in Pendleton's print catalogs that explains the history and nature of the company.

B. Pendleton agrees to include the Paragraph on a separate page within its website labeled "Indian Arts and Crafts Act." The design, placement, and size of the Paragraph will be consistent with other text on Pendleton's website that explains the history and nature of the company. A link to the "Indian Arts and Crafts Act" will be included under the "Native American Inspired" heading Pendleton's website, as well as at the bottom of the page of any product contained within the "Native American Inspired" section of the website.

C. Pendleton agrees to include the Paragraph in marketing materials sent to its retailers of Native American Inspired products. The design, placement, and size of the Paragraph will be consistent with other text in Pendleton's print catalogs that explains the history and nature of the company.

4. In further consideration of this settlement, Pendleton agrees that, no later than thirty (30) days following execution of this Agreement by all parties and their respective counsel, it will donate to the Red Cloud Indian Heritage Center in Pine Ridge, South Dakota (RCIHC) an amount of Forty-One Thousand, Two Hundred and Fifty dollars ($41,250);

5. This Agreement settles any and all existing and potential enforcement actions, civil actions, allegations, and claims arising out of Pendleton's marketing of the Sioux Star Blanket. This Agreement may be pleaded as a complete defense to, and may be used as a basis for an order dismissing any administrative action, enforcement action, or civil claim against Pendleton brought by the IACB or the United States, arising out of Pendleton's marketing of the Sioux Star Blanket.

6. Notwithstanding any other provisions of this Agreement, it is understood that, if the United States determines that Pendleton, or any of its employees, has knowingly given false, incomplete, or misleading information in the negotiations of this Agreement or in the investigation that led to this Agreement, Pendleton and/or its employees may be subject to criminal or civil proceedings.

7. Pendleton and the United States agree that neither party nor their successors or assigns will commence or pursue any action or claim against the other party or any of their officials, representatives, officers, or employees, or former officials, representatives, officers, or employees, in connection with this matter.

8. This Agreement was negotiated and drafted jointly by counsel for all parties hereto and shall be interpreted fairly and not against any party as the drafter thereof.

10. This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter hereof, supersedes all prior negotiations and proposed agreements, written and oral, and represents the final disposition of any and all matters, allegations, and claims arising out of Pendleton's marketing of the Pendleton Sioux Star Blanket.

No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement can be modified only in a writing signed by the parties.

11. This Agreement may be executed in two or more counterparts, including photocopies, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

DATED: ~~September~~ December 9, 2013.

UNITED STATES OF AMERICA

By: _____

DATED: ~~September~~ December 9, 2013.

THE INDIAN ARTS AND CRAFTS BOARD

By: _____

DATED: September 11, 2013.

PENDLETON WOOLEN MILLS, INC.

By: _____

APPROVED AS TO FORM AND CONTENT:

DATED: ~~September~~ December 9, 2013.

Patrick G. Nemeroff
United States Department of Justice
Attorney for the United States of America
and the Indian Arts and Crafts Board

DATED: September 12, 2013.

Steven B. Ungar
Lane Powell, PC
Attorneys for Pendleton Woolen Mills, Inc.

Stanton, Meridith <meridith_stanton@ios.doi.gov>

Fwd: IACB Pendleton Bulletin

1 message

Stanton, Meridith <meridith_stanton@ios.doi.gov> Thu, Jan 30, 2014 at 2:22 PM
To: Jessica Kershaw <jessica_kershaw@ios.doi.gov>
Cc: Jennifer Heindl <Jennifer.Heindl@sol.doi.gov>, Michele Hill <Michele_Hill@ios.doi.gov>, Joan Moody <joan_moody@ios.doi.gov>

Hi Jessica,

I have not heard back from Joan and just left her a voice mail. However, I believe we are have obtained all the necessary clearances to post the PWM bulletin on our website and plan to do so this afternoon unless we here otherwise from you.

Best Regards,

Meridith

——— Forwarded message ———
From: **Stanton, Meridith** <meridith_stanton@ios.doi.gov>
Date: Thu, Jan 30, 2014 at 12:11 PM
Subject: IACB Pendleton Bulletin
To: Joan Moody <joan_moody@ios.doi.gov>
Cc: Jessica Kershaw <jessica_kershaw@ios.doi.gov>, Michele Hill <Michele_Hill@ios.doi.gov>

Hi Joan,

Just wanted to double check with you to make sure we are good to go with posting the attached bulletin today.

Meridith

–

From: **Kershaw, Jessica** <jessica_kershaw@ios.doi.gov>
Date: Wed, Jan 29, 2014 at 8:45 PM
Subject: Re: Fwd: Revised Bulletin Regarding Pendleton/IACB Settlement
To: Meridith Stanton <meridith_stanton@ios.doi.gov>
Cc: Joan Moody <joan_moody@ios.doi.gov>, Jennifer.Heindl@sol.doi.gov, Kate Kelly <kate_kelly@ios.doi.gov>, michele_hill@ios.doi.gov

Wonderful! Thank you.

On Wed, Jan 29, 2014 at 8:36 PM, Meridith Stanton <meridith_stanton@ios.doi.gov> wrote:

> Jessica,
>
> Yes, thank you. Tomorrow should work. I will double check in the morning with our Administrative Officer to make sure she can post it on the IACB website tomorrow and will circle back to Joan beforehand.

Best Regards,

Meridith

From: Kershaw, Jessica [mailto:jessica_kershaw@ios.doi.gov]
Sent: Wednesday, January 29, 2014 06:04 PM
To: Joan Moody <joan_moody@ios.doi.gov>; Meridith Stanton <meridith_stanton@ios.doi.gov>
; Jennifer.Heindl@sol.doi.gov <Jennifer.Heindl@sol.doi.gov>
Cc: Kate Kelly <kate_kelly@ios.doi.gov>
Subject: Fwd: Revised Bulletin Regarding Pendleton/IACB Settlement

Thanks Meridith.

I've not heard any concerns from DOJ Comms and I appreciate you bringing this back up. I think we ought to move forward with posting this as Kate suggested. Can you work to do that as soon as tomorrow?

Joan - if you have any concerns with the additions to the copy, please let the group know, of course.

On Wed, Jan 29, 2014 at 12:50 PM, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:

> Hi Jessica,
>
> I have revised the Bulletin regarding Pendleton, which now includes statements from Father George Winzenburg. of Red Cloud Indian School. I thought you might want to have this update so that you can run it by DOJ's Communications Office.
>
> Thank you,
>
> Meridith

Meridith Z. Stanton
Director
Indian Arts and Crafts Board
Office of the Secretary
MS 2528-MIB
U.S. Department of the Interior
Washington, D.C. 20240
202-208-3773 (main)
202-208-3889 (direct)
1-888-Art-Fake (toll free)
202-208-4382 (fax)

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–

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Bulletin PWM January 28 1 (3).docx
15K

Stanton, Meridith <meridith_stanton@ios.doi.gov>

Re: Red Cloud - comment for press release

1 message

Stanton, Meridith <meridith_stanton@ios.doi.gov> Tue, Jan 28, 2014 at 2:58 PM
To: georgewinzenburg <gwinzenburg@redcloudschool.org>

Hi Father George,

Since we last communicated, the Interior Department and Justice attorneys made some edits and then, after receiving your draft quote, I made some proposed changes toyour text. It still has to be cleared by Justice's Communications Office, so before I send the revised draft to them I wanted to run the revised quote by you. Please let me know if this is acceptable or if you have any concerns.

Best,

Meridith

On Tue, Jan 28, 2014 at 12:17 PM, georgewinzenburg <gwinzenburg@redcloudschool.org> wrote:

Meridith,

Thank you for asking me to propose a comment for a press release you are preparing. I can take another approach if you wish.

Fr. George

"These resources represent a crucially important gift to The Heritage Center and, more importantly, to the Lakota artists and artisans we serve," said Father George Winzenburg, S.J., President of Red Cloud Indian School. "By promoting Lakota artists—exhibiting their work in our gallery and selling it in our gift shop and online store—The Heritage Center spurs economic development across the Pine Ridge Reservation and provides viable sources of income for local artists and their families. These funds will allow us to expand that work and encourage more Native artists to pursue their craft."

–

Meridith Z. Stanton
Director
Indian Arts and Crafts Board
Office of the Secretary
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U.S. Department of the Interior
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16K

BULLETIN DRAFT

INDIAN ARTS AND CRAFTS ACT SETTLEMENT WITH PENDLETON WOOLEN MILLS

The Indian Arts and Crafts Board (IACB) of the U.S. Department of the Interior announces a settlement agreement it has signed with Pendleton Woolen Mills (Pendleton).

This agreement resolves concerns raised by the IACB regarding Pendleton's prior sales of the Pendleton "Sioux Star Blanket" through a section of its website labeled "Native American." The IACB alleged that Pendleton's marketing of this product violated the Indian Arts and Crafts Act, 25 U.S.C. § 305e (Act) because it did not sufficiently make clear that the Blanket was not produced by genuine Indian artisans and therefore did not qualify as an "Indian Product" as defined by the Act.

As part of the agreement, Pendleton recently donated $41,250 to the Red Cloud Indian School's The Heritage Center in Pine Ridge, South Dakota. These funds will assist with The Heritage Center's promotion of Sioux artisans and economic development through the production, promotion, and sales of authentic Sioux art and craftwork, and associated programs.

According to Father George Winzenburg, S.J., President of Red Cloud Indian School, "These resources will enable The Heritage Center to enhance its ongoing work to improve the economic status of Lakota artists and artisans that it serves through the promotion and sale of authentic Indian art in its exhibitions, gift shop and on-line store. It will also assist The Heritage Center to encourage other Tribal members to pursue their creative work and to spur economic development across the Pine Ridge Reservation."

Additionally, Pendleton has agreed to include a paragraph to help educate consumers about the Act in its print catalogs, on its website, and in marketing materials it distributes to retailers of its Native American inspired products for at least two years. Pendleton also has made changes to its internet marketing to ensure against any customer confusion regarding the origins of its products.

The IACB is pleased that this agreement will not only benefit Sioux artists and artisans, but also help to raise the understanding of and compliance with the Act through greater consumer awareness.

For more information on the Act, a truth-in-marketing law which carries civil and criminal penalties and prohibits the offer or display for sale, or sale, of any art or craft product in a manner that falsely suggests it is Indian produced, and Indian product, or the product of a particular Indian Tribe, please visit the IACB website at www.iacb.doi.gov, or call toll free at 1-888-ART-FAKE or 1-888-278-3253.

Stanton, Meridith <meridith_stanton@ios.doi.gov>

Re: Joan Moody - voice message

1 message

Meridith Stanton <meridith_stanton@ios.doi.gov> Mon, Jan 27, 2014 at 7:24 AM
To: Michele_Hill@ios.doi.gov

Yes, she had tried my direct line too and could not get through as we know, so she emailed me and I assured her I would not jump the gun.

From: Hill, Michele [mailto:michele_hill@ios.doi.gov]
Sent: Monday, January 27, 2014 04:52 AM
To: Meridith Stanton <Meridith_Stanton@ios.doi.gov>
Cc: Ken Van Wey <Kenneth_Van_Wey@ios.doi.gov>
Subject: Joan Moody - voice message

She left a voice message late Friday - she needs to confirm with you that IACB will not be sending out a statement on Pendleton and that you are still waiting to hear back from Red Cloud. Jessica asked her to double check that with you.

Re: IACB statement re: Pendleton statement

Moody, Joan <joan_moody@ios.doi.gov> Fri, Jan 24, 2014 at 5:35 PM
To: "Stanton, Meridith" <meridith_stanton@ios.doi.gov>
Cc: Jessica Kershaw <jessica_kershaw@ios.doi.gov>, Jennifer Heindl <Jennifer.Heindl@sol.doi.gov>, Robert Stanton <Robert_Stanton@ios.doi.gov>

thanks much!

On Fri, Jan 24, 2014 at 4:55 PM, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:
Joan,

Correct. The IACB will not make the information available until Jessica receives a response from DOJ's Communications Office and conveys that – or has you convey that – response to me.

Yes, we are waiting for a quote for Father Winzenburg, President of the Red Cloud Indian School, which oversees the operations of The Heritage Center on their school campus. I anticipate he will want to state the donation will be promptly put to excellent use and mention a program or two that it will assist, such are promotion of authentic Sioux Star Quilters through a special museum exhibition at The Heritage Center and an accompanying educational brochure...or something along those lines.

If you would like to speak with me directly, please call my Blackberry, [redacted] Due to a HAZMAT emergency in the IACB offices in late November, we have been having to work in temporary offices and without functional direct phone lines. All very disruptive and very much a vagabond existence.

Have a good weekend,

Meridith

On Fri, Jan 24, 2014 at 4:42 PM, Moody, Joan <joan_moody@ios.doi.gov> wrote:
Meredith–thanks for sending this for Jessica to pass along to DOJ communications. She asked me to verify that IACB will not be sending it out until Jessica talks to DOJ comms? Also, should she tell DOJ Communications that you are waiting for the missing Red Cloud quote? I just tried your direct line (3889) and it goes through to the DOI switchboard so I left a message on the IACB general line. We will assume you don't need this to happen today unless we hear otherwise. Jessica–In addition to the fact that the DOJ lawyer has reviewed this, DOJ comms might be interested to know that we are not sending this to our press list. IACB is sending it to Indian press. Have a nice weekend everyone.

On Fri, Jan 24, 2014 at 3:08 PM, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:
Hi Joan,

The following document contains the edits provided by Jennifer and Patrick Nemeroff. I thought Jessica might want the revised version if she is running it by the DOJ's communicatons office.

Thank you,

Meridith

–
Joan Moody
Senior Public Affairs Specialist
Office of the Secretary MIB 6226
U.S. Department of the Interior
1849 C Street, N.W.
Washington, D.C. 20240
202-208-3280
Joan_Moody@ios.doi.gov

–

Meridith Z. Stanton
Director
Indian Arts and Crafts Board
Office of the Secretary
MS 2528-MIB
U.S. Department of the Interior
Washington, D.C. 20240
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–
Joan Moody
Senior Public Affairs Specialist
Office of the Secretary MIB 6226
U.S. Department of the Interior
1849 C Street, N.W.
Washington, D.C. 20240

202-208-3280
Joan_Moody@ios.doi.gov

Re: Indian Arts and Crafts Act Settlement with PWM

Moody, Joan <joan_moody@ios.doi.gov> Thu, Jan 23, 2014 at 6:07 PM
To: "Stanton, Meridith" <meridith_stanton@ios.doi.gov>, Katherine Kelly <Kate_Kelly@ios.doi.gov>, Jessica Kershaw <jessica_kershaw@ios.doi.gov>
Cc: Robert Stanton <Robert_Stanton@ios.doi.gov>, Jennifer Heindl <Jennifer.Heindl@sol.doi.gov>

Thanks Meredith. It would be fine with me for you to send this in your usual way as a release on your own IACB letterhead going to relevant organizations and Indian press only, but I am copying my boss, Kate Kelly and press secretary Jessica Kershaw to doublecheck as they may not be aware of your usual longstanding procedures. Thanks for pointing out that Bob Stanton and the IACB board are keen on this. I believe the format would work for a release or a bulletin. You could send it as a bulletin on your letterhead instead of as a release. It would be great if Jennifer could run in by the Justice Dept.

On Thu, Jan 23, 2014 at 4:31 PM, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:
Hi Joan,

The IACB typically sends this type of information to the Indian art and craft businesses listed in our Source Directory, Tribes and Tribal organizations, other members of the Indian arts and crafts industry, and the Indian press. When it is not released directly by your office, we release the information under our letter head.

However as Kate does not want the IACB to provide this information as described above, but rather by posting information under the "news" section of the IACB website, I would like to consult with Mr. Stanton to determine if he is amenable to that approach or if he would like us to consider another possible option given the IACB Commissioners' interest in this matter.

In any event, I think the text of what I sent you for review is in keeping with the factual news per Kate's comment, as well as the contents of the settlement agreement. Is that your understanding, or does a bulletin have a different format and content? (Do you have a sample DOI bulletin to provide?)

Regarding DOJ, as Jennifer was the liaison between the IACB and DOJ, I believe she would be willing to touch base with Patrick Nemeroff on this or another version of this draft.

Jennifer, is that correct or would you prefer to have Jessica in the Office of Communications touch base with DOJ?

Best Regards,

Meridith

On Thu, Jan 23, 2014 at 3:44 PM, Moody, Joan <joan_moody@ios.doi.gov> wrote:
Thanks Meredith. My boss had indicated that the statement should not be a press release but should be put on the IACB website after review by DOJ and then we can point it out to the Indian press. . I notice you have copied Jennifer in DOI-SOL to review this and assume she is in touch with DOJ?

On Thu, Jan 23, 2014 at 12:41 PM, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:
Good Afternoon Joan, Mr. Stanton, and Jennifer,

I have attached a DRAFT release for your review. I am also waiting for a quote from the President of the Red Cloud Indian School for the release to run by you as well.

For background, with respect to DOJ, Jennifer checked with the DOJ attorney who handled this settlement for us, Patrick Nemeroff, and Patrick stated that the settlement did not contain a confidentiality clause, and it could be discussed publicly. (See email below.)

Joan, [redacted] but if we don't talk before then, I will be in tomorrow and can meet with you at your convenience.

Hopefully we can get this distributed and posted more sooner than later. However, if you office prefers that we first consult DOJ, perhaps Jennifer can expedite through further communications with Patrick.

Thank you,

Meridith

On 15 January 2014 14:33, Nemeroff, Patrick G. (CIV) <Patrick.G.Nemeroff@usdoj.gov> wrote:

Jennifer,

Your understanding is correct. The settlement if signed and final, and I have received word from Pendleton's counsel that Pendleton has paid its contribution to Red Cloud. There is no confidentiality requirement as part of the agreement, so Meridith can discuss the agreement publicly.

Thanks,

Patrick

From: Heindl, Jennifer [mailto:jennifer.heindl@sol.doi.gov]
Sent: Wednesday, January 15, 2014 2:29 PM
To: Nemeroff, Patrick G. (CIV)
Subject: Fwd: Correction - Friday, January 17, 2014 Board Meeting

Hi Patrick,

My understanding is the the settlement is signed and done. Any reason why Meredith could not discuss the settlement agreement with PWM with the IACB commissioners (see below)?

Thanks,

Jennifer

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

Division of General Law

Branch of General Legal Services

Voice: 202-208-7094

Fax: 202-219-1790

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——— Forwarded message ———
From: **Joan Moody** <joan_moody@ios.doi.gov>
Date: Wed, Jan 22, 2014 at 2:54 PM
Subject: Fwd: Request for your assistance with a press release
To: Meridith Stanton <meridith_stanton@ios.doi.gov>
Cc: Nedra Darling <nedra_darling@ios.doi.gov>

[redacted]. Let 's strategize tomorrow

Sent from my iPhone

Begin forwarded message:

> **From:** "Kelly, Katherine" <kate_kelly@ios.doi.gov>
> **Date:** January 22, 2014 at 1:03:04 PM EST
> **To:** "Moody, Joan" <joan_moody@ios.doi.gov>
> **Cc:** Blake Androff <blake_androff@ios.doi.gov>, Jessica Kershaw <jessica_kershaw@ios.doi.gov>, Nedra Darling <nedra_darling@ios.doi.gov>
> **Subject: Re: Request for your assistance with a press release**
>
> Joan - there's an IACB news section on their website. It seems appropriate to post a short, factual news bulletin there. I do not think it should include a quote from the Secretary.
>
> The text would have to be cleared with DOJ. Jessica can help on that front. And as far as proactive stories, you and Nedra could think through whether its worth pointing a few reporters to the website posting.
>
> On Fri, Jan 17, 2014 at 2:08 PM, Moody, Joan <joan_moody@ios.doi.gov> wrote:
> Bob Stanton and Meredith would like a departmental release on the ruling won by Interior's Indian Arts and Crafts Board against Pendleton. Given the fame of Pendleton blankets, this would
> seem like a good story to me. Please advise.
>
> ——— Forwarded message ———

From: **Stanton, Meridith** <meridith_stanton@ios.doi.gov>
Date: Fri, Jan 17, 2014 at 1:26 PM
Subject: Request for your assistance with a press release
To: Joan Moody <joan_moody@ios.doi.gov>
Cc: Robert Stanton <Robert_Stanton@ios.doi.gov>

Hi Joan,

Next week I will draft the text for a press release regarding the IACB's Indian Arts and Crafts Act settlement with Pendleton Woolen Mills. A copy of the settlement is attached. Under this agreement Pendleton has had to provide Red Cloud Indian School's Heritage Center, Pine Ridge Reservation, South Dakota, with $41,250 for the promotion of authentic Sioux Indian art and craftwork. Pendleton will also be required to include in its marketing materials information about the Indian Arts and Crafts Act, among other requirements. Would it be possible for me to work with you to have this released, following Mr. Stanton's and your approval of the text, as a press release from Secretary Jewell?

I look forward to hearing from you.

Best Regards,

Meridith

–
Joan Moody
Senior Public Affairs Specialist
Office of the Secretary MIB 6226
U.S. Department of the Interior
1849 C Street, N.W.
Washington, D.C. 20240
202-208-3280
Joan_Moody@ios.doi.gov

–

Kate Kelly
Director of Communications
Department of the Interior
(202) 208 2409
kate_kelly@ios.doi.gov

–
Joan Moody
Senior Public Affairs Specialist
Office of the Secretary MIB 6226
U.S. Department of the Interior
1849 C Street, N.W.
Washington, D.C. 20240
202-208-3280
Joan_Moody@ios.doi.gov

–

Meridith Z. Stanton
Director
Indian Arts and Crafts Board
Office of the Secretary
MS 2528-MIB
U.S. Department of the Interior
Washington, D.C. 20240
202-208-3773 (main)
202-208-3889 (direct)
1-888-Art-Fake (toll free)
202-208-4382 (fax)

CONFIDENTIALITY/SENSITIVITY NOTICE:

This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is law enforcement sensitive, proprietary, privileged, confidential and may be legally protected or otherwise exempt from disclosure. This message may be forwarded by the addressee, as appropriate, to further disseminate law enforcement sensitive information to the field, as needed. If you have received this message in error, please notify the sender immediately by email and delete all copies of the message.

–
Joan Moody
Senior Public Affairs Specialist
Office of the Secretary MIB 6226
U.S. Department of the Interior
1849 C Street, N.W.
Washington, D.C. 20240
202-208-3280
Joan_Moody@ios.doi.gov

Stanton, Meridith <meridith_stanton@ios.doi.gov>

INITIAL DRAFT - NOT FOR DISTRIBUTION

1 message

Stanton, Meridith <meridith_stanton@ios.doi.gov> Thu, Jan 23, 2014 at 1:14 PM
To: georgewinzenburg <gwinzenburg@redcloudschool.org>

Good Afternoon Father George,

I have attached an initial DRAFT release that needs to be cleared through the Department of the Interior's Office of Communications and my boss. This text may change multiple times before it is finally released, so please do not distribute this DRAFT. I am providing this early version to help you craft a quote or quotes that I can recommend to the Office of Communications for potential inclusion in the release.

Best Regards,

Meridith

——— Forwarded message ———
From: **georgewinzenburg** <gwinzenburg@redcloudschool.org>
Date: Tue, Jan 21, 2014 at 3:12 PM
Subject: Re: Scan From Development Copier
To: "Stanton, Meridith" <meridith_stanton@ios.doi.gov>

Your advice helps us know how to write some comments. Forty degrees here today!

On Jan 21, 2014, at 12:29 PM, Stanton, Meridith wrote:

> Father George,
>
> Wonderful, thank you. In terms of the comment(s), I think it might be particularly helpful if you could provide some statement regarding how much the funds mean to The Heritage Center/School/community - articulating that they will indeed have a very positive impact and, in general terms, how The Heritage Center plans to spend those funds to help promote authentic Lakota art/aritisans and aid economic development for the reservation. Just a thought...
>
> Best,
>
> Meridith
>
> On Tue, Jan 21, 2014 at 2:03 PM, georgewinzenburg <gwinzenburg@redcloudschool.org> wrote:
>
> > Meridith,
> >
> > Here is the letter I promised to send you. I will put a hard copy in the mail.
> >
> > I will send you a "comment" as soon as possible for the press release you are drafting.
> >
> > I will keep you informed of steps Red Cloud will take through The Heritage Center to support Lakota artists, exhibit quilts, and create a brochure about quilting and other local art.

Fr. George

George Winzenburg, S.J.

Begin forwarded message:

From: rcdev@redcloudschool.org
Date: January 21, 2014 11:53:19 AM MST
To: gwinzenburg@redcloudschool.org
Subject: Scan From Development Copier

TASKalfa 3050ci
[00:c0:ee:88:2b:2d]

–

Meridith Z. Stanton
Director
Indian Arts and Crafts Board
Office of the Secretary
MS 2528-MIB
U.S. Department of the Interior
Washington, D.C. 20240
202-208-3773 (main)
202-208-3889 (direct)
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delete all copies of the message.

–

Meridith Z. Stanton
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Indian Arts and Crafts Act Settlement With PWM.docx
16K

DRAFT-DRAFT-DRAFT

INDIAN ARTS AND CRAFTS ACT SETTLEMENT WITH PENDLETON WOOLEN MILLS

The Indian Arts and Crafts Board of the U.S. Department of the Interior announces an Indian Arts and Crafts Act (Act), 25 U.S.C. § 305e, settlement agreement with Pendleton Woolen Mills (Pendleton).

This settlement resolves all matters between the United States, IACB, and Pendleton arising from Pendleton's prior sales of the Pendleton "Sioux Star Blanket" through a section of its website labeled "Native American." The IACB and United States alleged Pendleton's marketing of this product did not sufficiently make it clear that the Blanket was not produced by genuine Indian artisans and that the "Sioux Star Blanket" did not qualify as an "Indian Product" as that term is defined by the Act.

Following Pendleton's notification by the IACB, IACB's subsequent information gathering in collaboration with the National Park Service, and later notification by the United States, a civil action against Pendleton was authorized on an alleged violation of the Act.

As a condition of this settlement, Pendleton recently provided an unrestricted donation of $41,250 to the Red Cloud Indian School's The Heritage Center, Pine Ridge, South Dakota. These funds will assist with The Heritage Center's promotion of Sioux artisans and economic development through the production, promotion, and sales of authentic Sioux art and craftwork, and associated programs. As expressed by Father George Winzenburg, President of the Red Cloud Indian School, "XXX get quote".

In further consideration of this agreement, Pendleton agreed to include a paragraph to help educate consumers about the Act in its print catalogs, on its website, and in marketing material it distributes to retailers of its Native American inspired products for a minimum of two years.

According to IACB Director Meridith Stanton, "the IACB is pleased that this settlement will not only benefit Sioux artists and artisans, and help to raise the understanding of and compliance with the Act through Pendleton's marketing materials of its Indian inspired products, it also ensures that any future use of a federally recognized Native American Tribal name by Pendleton shall be in accordance with the Act."

For more information on the Act, a truth-in-marketing law which carries civil and criminal penalties and prohibits the offer or display for sale, or sale, of any art or craft product in a manner that falsely suggests it is Indian produced, and Indian product, or the product of a particular Indian Tribe, please visit the Indian Arts and Crafts Board website at www.iacb.doi.gov, or call toll free at 1-888-ART-FAKE or 1-888-278-3253.

WARRANTED TO BE A
PENDLETON®
PENDLETON WOOLEN MILLS
SINCE 1863

January 3, 2014

Fr. George Winzenburg
President
Red Cloud Indian School
100 Mission Drive
Pine Ridge Indian Reservation
Pine Ridge, SD 57770

Dear Fr. Winzenburg:

Enclosed is a check from Pendleton Woolen Mills, Inc. in the amount of $41,250 to the Red Cloud Indian School. Specifically this is an unrestricted gift in support of the Heritage Center. We hope this gift helps you achieve your goals for the Heritage Center.

Also enclosed is a form W-9. We need this for our tax records and would appreciate if you could complete and return the form W-9 at your earliest convenience.

Sincerely,

Dennis M. Simmonds

Dennis M. Simmonds
Chief Financial Officer
Pendleton Woolen Mills, Inc.
220 NW Broadway
Portland, OR 97209

Cc: C. M. Bishop III
D. P. Armentrout

PENDLETON WOOLEN MILLS
220 N.W. BROADWAY | P.O. BOX 3030
PORTLAND, OR 97208-3030
PHONE 503.226.4801 | FAX 503.535.5599
PENDLETON-USA.COM

SOY INK

Re: DRAFT Release

VanWey, Kenneth <kenneth_van_wey@ios.doi.gov> Thu, Jan 23, 2014 at 11:24 AM
To: Meridith Stanton <meridith_stanton@ios.doi.gov>

printing one out now

On Thu, Jan 23, 2014 at 10:55 AM, Meridith Stanton <meridith_stanton@ios.doi.gov> wrote:
Do you have a market up copy you can hand me?

From: VanWey, Kenneth [mailto:kenneth_van_wey@ios.doi.gov]
Sent: Thursday, January 23, 2014 08:52 AM
To: Stanton, Meridith <meridith_stanton@ios.doi.gov>
Cc: Michele Hill <Michele_Hill@ios.doi.gov>
Subject: Re: DRAFT Release

I'd fiddle with it a little, but looks good to me. I'd separate out the NPS collaboration from the settlement, since to an outsider it may look like the NPS somehow authorizes or enforces the settlement. Also perhaps that Sioux Star Blanket implied Sioux manufacture rather than just Indian artisans.

On Wed, Jan 22, 2014 at 9:06 PM, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:
[redacted] Joan, [redacted], and I will hopefully be able to meet tomorrow to discuss. If not on Thursday, then Friday – hopefully. My guess is we will be putting this out under the IACB logo and if that is the case I don't see that Joan's boss necessarily has to be all that involved. Joan's boss said that we needed to run it by DOJ first, and recommended a Jessica on her staff to do so. But Patrick told Jennifer there was not confidentiality clause. So I think running it by Jennifer who can decide if she wants to run it by Patrick should be fine. (Though I will re-review the agreement again in the morning just in case I see anything to the contrary.) Lastly, Joan's boss wanted it to be "matter of fact". So please see my draft below. I will get the draft to Red Cloud and Stanton tomorrow to help Father George develop a quote and so that Stanton stays in the loop. In the meantime, any comments?

——— Forwarded message ———
From: **Stanton, Meridith** <meridith_stanton@ios.doi.gov>
Date: Wed, Jan 22, 2014 at 7:03 PM
Subject: DRAFT Release
To: Meridith Stanton <Meridith_Stanton@ios.doi.gov>

Indian Arts and Crafts Act Settlement With Pendleton Woolen Mills

The Indian Arts and Crafts Board of the U.S. Department of the Interior announces an Indian Arts and Crafts Act (Act), 25 U.S.C. symbol 305e, settlement agreement with Pendleton Woolen Mills (Pendleton).

This settlement resulted from Pendleton's prior Internet sales of the Pendleton Sioux Star Blanket under their website section labeled Native American. Pendleton's marketing of this product did not sufficiently make it clear that the Blanket was not produced by genuine Indian artisans and that the Sioux Star Blanket

did not qualify as an "Indian Product" as that term is defined by the Act.

Following Pendleton's notification by the IACB, and later notification by the United States, a civil action against Pendleton was authorized on an alleged violation of the Act.

As a condition of this settlement, Pendleton recently provided an unrestricted donation of $41,250 to the Red Cloud Indian School's The Heritage Center, Pine Ridge, South Dakota. These funds will assist with The Heritage Center's promotion of Sioux artisans and economic development through the production, promotion, and sales of authentic Sioux art and craftwork, and associated programs. As expressed by Father George Winzenburg, President of the Red Cloud Indian School, "XXX".

In further consideration of this agreement, Pendleton agreed to include a paragraph to help educate consumers about the Act in its print catalogs, on its website, and in marketing material it distributes to retailers of its Native American inspired products for a minimum of two years.

According to IACB Director Meridith Stanton, "the IACB is pleased that, in collaboration with National Park Service investigative services, this settlement will not only benefit Sioux artists and artisans, and help to raise the understanding and compliance of the Act through Pendleton's marketing materials, it also ensures that any future use of a federally recognized Native American Tribal name by Pendleton shall be in accordance with the Act."

For more information on the Act, a truth-in-marketing law which carries civil and criminal penalties and prohibits the offer or display for sale, or sale, of any art or craft product in a manner that falsely suggests it is Indian produced, and Indian product, or the product of a particular Indian Tribe, please visit the Indian Arts and Crafts Board website at www.iacb.doi.gov, or call toll free at 1-888-ART-FAKE or 1-888-278-3253.

Stanton, Meridith <meridith_stanton@ios.doi.gov>

RE: Request for your assistance with a press release

1 message

Nedra Darling <nedra_darling@ios.doi.gov> Wed, Jan 22, 2014 at 3:41 PM
To: Meridith Stanton <meridith_stanton@ios.doi.gov>, Joan Moody <joan_moody@ios.doi.gov>
Cc: Nedra Darling <Nedra.Darling@bia.gov>

Hi – I don't believe I need to be in the meeting. But, it certainly is some news that Indian Country will want to hear about…too bad this is close to the Secretary's home base or maybe she would be more interested, maybe not?

If you need anything from me, let me know. I will not be here on Friday.

Thanks. Congrats. Publications to be directed to the site, ICT, National Native News, Native New online.net, Indianz., and others.

Nedra

Fwd: Request for your assistance with a press release

Stanton, Meridith <meridith_stanton@ios.doi.gov> Wed, Jan 22, 2014 at 3:34 PM
To: Robert Stanton <Robert_Stanton@ios.doi.gov>

Mr. Stanton,

[redacted]

I have asked Father Winzenburg, the head of Red Cloud Indian School which runs the Heritage Center, for a quote(s) regarding the impact of the funds on reservation artists and economic development.

[redacted]

Regarding Katherine's statement about clearing the posting on the settlement through DOJ, there are no confidentiality restrictions on this settlement -- per Patrick's email below.

It would seem to me the best way to deal with any clearance outside the Department would be for me to run draft text by Jennifer Heindle who could then run it by Patrick Nemeroff, the attorney at DOJ that handled this case for us. But I will discuss with Joan tomorrow, if she is in, or on Friday -- hopefully -- and then let you know.

In the meantime, if you have any thoughts or comments, please let me know.

Best Regards,

Meridith

On 15 January 2014 14:33, Nemeroff, Patrick G. (CIV) <Patrick.G.Nemeroff@usdoj.gov> wrote:

Jennifer,

Your understanding is correct. The settlement if signed and final, and I have received word from Pendleton's counsel that Pendleton has paid its contribution to Red Cloud. There is no confidentiality requirement as part of the agreement, so Meridith can discuss the agreement publicly.

Thanks,
Patrick

---------- Forwarded message ----------
From: **Stanton, Meridith** <meridith_stanton@ios.doi.gov>
Date: Wed, Jan 22, 2014 at 3:21 PM
Subject: Fwd: Request for your assistance with a press release
To: Joan Moody <joan_moody@ios.doi.gov>
Cc: Nedra Darling <Nedra.Darling@bia.gov>

Sounds good. [redacted]. I will be in all day on Friday. Whatever works best for you, just let me know.

---------- Forwarded message ----------
From: **Joan Moody** <joan_moody@ios.doi.gov>

Date: Wed, Jan 22, 2014 at 2:54 PM
Subject: Fwd: Request for your ass nce with a press release
To: Meridith Stanton <meridith_stanton@ios.doi.gov>
Cc: Nedra Darling <nedra_darling@ios.doi.gov>

[redacted]. Let 's strategize tomorrow

Sent from my iPhone

Begin forwarded message:

From: "Kelly, Katherine" <kate_kelly@ios.doi.gov>
Date: January 22, 2014 at 1:03:04 PM EST
To: "Moody, Joan" <joan_moody@ios.doi.gov>
Cc: Blake Androff <blake_androff@ios.doi.gov>, Jessica Kershaw <jessica_kershaw@ios.doi.gov>, Nedra Darling <nedra_darling@ios.doi.gov>
Subject: Re: Request for your assistance with a press release

Joan - there's an IACB news section on their website. It seems appropriate to post a short, factual news bulletin there. I do not think it should include a quote from the Secretary.

The text would have to be cleared with DOJ. Jessica can help on that front. And as far as proactive stories, you and Nedra could think through whether its worth pointing a few reporters to the website posting.

On Fri, Jan 17, 2014 at 2:08 PM, Moody, Joan <joan_moody@ios.doi.gov> wrote:
Bob Stanton and Meredith would like a departmental release on the ruling won by Interior's Indian Arts and Crafts Board against Pendleton. Given the fame of Pendleton blankets, this would seem like a good story to me. Please advise.

--------- Forwarded message ---------
From: **Stanton, Meridith** <meridith_stanton@ios.doi.gov>
Date: Fri, Jan 17, 2014 at 1:26 PM
Subject: Request for your assistance with a press release
To: Joan Moody <joan_moody@ios.doi.gov>
Cc: Robert Stanton <Robert_Stanton@ios.doi.gov>

Hi Joan,

Next week I will draft the text for a press release regarding the IACB's Indian Arts and Crafts Act settlement with Pendleton Woolen Mills. A copy of the settlement is attached. Under this agreement Pendleton has had to provide Red Cloud Indian School's Heritage Center, Pine Ridge Reservation, South Dakota, with $41,250 for the promotion of authentic Sioux Indian art and craftwork. Pendleton will also be required to include in its marketing materials information about the Indian Arts and Crafts Act, among other requirements. Would it be possible for me to work with you to have this released, following Mr. Stanton's and your approval of the text, as a press release from Secretary Jewell?

I look forward to hearing from you.

Best Regards,

Meridith

--

Joan Moody
Senior Public Affairs Specialist
Office of the Secretary MIB 6226
U.S. Department of the Interior
1849 C Street, N.W.
Washington, D.C. 20240
202-208-3280
Joan_Moody@ios.doi.gov

--

Kate Kelly
Director of Communications
Department of the Interior
(202) 208 2409
kate_kelly@ios.doi.gov

--

Re: Indian Arts and Crafts Act Settlement with PWM

Moody, Joan <joan_moody@ios.doi.gov> Fri, Jan 24, 2014 at 3:19 PM
To: Jessica Kershaw <jessica_kershaw@ios.doi.gov>
Cc: "Stanton, Meridith" <meridith_stanton@ios.doi.gov>, Robert Stanton <Robert_Stanton@ios.doi.gov>, Jennifer Heindl <Jennifer.Heindl@sol.doi.gov>

just sent it to you. Please tell DOJ Comms that the DOJ attorney involved has reviewed it

On Fri, Jan 24, 2014 at 2:54 PM, Jessica Kershaw <jessica_kershaw@ios.doi.gov> wrote:
I don't have a copy of the bulletin language in order to share with DOJ Comms.

Can someone please hate it so we can coordinate and move forward on this?

Thank you,
Jessica

Sent from my iPhone

On Jan 24, 2014, at 10:27 AM, "Moody, Joan" <joan_moody@ios.doi.gov> wrote:

As long as the copy is run by DOJ, Kate says feel free to use whatever format you usually do. Jessica, did you have a chance to run this by DOJ comms yet? Jennifer, I guess it wouldn't hurt to send to your contact also.

On Thu, Jan 23, 2014 at 4:31 PM, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:
Hi Joan,

The IACB typically sends this type of information to the Indian art and craft businesses listed in our Source Directory, Tribes and Tribal organizations, other members of the Indian arts and crafts industry, and the Indian press. When it is not released directly by your office, we release the information under our letter head.

However as Kate does not want the IACB to provide this information as described above, but rather by posting information under the "news" section of the IACB website, I would like to consult with Mr. Stanton to determine if he is amenable to that approach or if he would like us to consider another possible option given the IACB Commissioners' interest in this matter.

In any event, I think the text of what I sent you for review is in keeping with the factual news per Kate's comment, as well as the contents of the settlement agreement. Is that your understanding, or does a bulletin have a different format and content? (Do you have a sample DOI bulletin to provide?)

Regarding DOJ, as Jennifer was the liaison between the IACB and DOJ, I believe she would be willing to touch base with Patrick Nemeroff on this or another version of this draft.

Jennifer, is that correct or would you prefer to have Jessica in the Office of Communications touch base with DOJ?

Best Regards,

Meridith

On Thu, Jan 23, 2014 at 3:44 PM, Moody, Joan <joan_moody@ios.doi.gov> wrote:
Thanks Meredith. My boss had indicated that the statement should not be a press release but should be put on the IACB website after review by DOJ and then we can point it out to the Indian press. . I notice you have copied Jennifer in DOI-SOL to review this and assume she is in touch with DOJ?

On Thu, Jan 23, 2014 at 12:41 PM, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:
Good Afternoon Joan, Mr. Stanton, and Jennifer,

I have attached a DRAFT release for your review. I am also waiting for a quote from the President of the Red Cloud Indian School for the release to run by you as well.

For background, with respect to DOJ, Jennifer checked with the DOJ attorney who handled this settlement for us, Patrick Nemeroff, and Patrick stated that the settlement did not contain a confidentiality clause, and it could be discussed publicly. (See email below.)

Joan [redacted], but if we don't talk before then, I will be in tomorrow and can meet with you at your convenience.

Hopefully we can get this distributed and posted more sooner than later. However, if you office prefers that we first consult DOJ, perhaps Jennifer can expedite through further communications with Patrick.

Thank you,

Meridith

On 15 January 2014 14:33, Nemeroff, Patrick G. (CIV) <Patrick.G.Nemeroff@usdoj.gov> wrote:

Jennifer,

Your understanding is correct. The settlement if signed and final, and I have received word from Pendleton's counsel that Pendleton has paid its contribution to Red Cloud. There is no confidentiality requirement as part of the agreement, so Meridith can discuss the agreement publicly.

Thanks,

Patrick

From: Heindl, Jennifer [mailto:jennifer.heindl@sol.doi.gov]

Sent: Wedne y, January 15, 2014 2:29 PM
To: Nemeroff, Patrick G. (CIV)
Subject: Fwd: Correction - Friday, January 17, 2014 Board Meeting

Hi Patrick,

My understanding is the the settlement is signed and done. Any reason why Meredith could not discuss the settlement agreement with PWM with the IACB commissioners (see below)?

Thanks,

Jennifer

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

Division of General Law

Branch of General Legal Services

Voice: 202-208-7094

Fax: 202-219-1790

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——— Forwarded message ———
From: **Joan Moody** <joan_moody@ios.doi.gov>
Date: Wed, Jan 22, 2014 at 2:54 PM
Subject: Fwd: Request for your assistance with a press release
To: Meridith Stanton <meridith_stanton@ios.doi.gov>
Cc: Nedra Darling <nedra_darling@ios.doi.gov>

[redacted]. Let 's strategize tomorrow

Sent from my iPhone

Begin forwarded message:

> **From:** "Kelly, Katherine" <kate_kelly@ios.doi.gov>
> **Date:** January 22, 2014 at 1:03:04 PM EST
> **To:** "Moody, Joan" <joan_moody@ios.doi.gov>
> **Cc:** Blake Androff <blake_androff@ios.doi.gov>, Jessica Kershaw

<jessica_ shaw@ios.doi.gov>, Nedra Darling <nedra_darling@ios.doi.gov>
Subject: Re: Request for your assistance with a press release

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On Fri, Jan 17, 2014 at 2:08 PM, Moody, Joan <joan_moody@ios.doi.gov> wrote:

Bob Stanton and Meredith would like a departmental release on the ruling won by Interior's Indian Arts and Crafts Board against Pendleton. Given the fame of Pendleton blankets, this would seem like a good story to me. Please advise.

——— Forwarded message ———
From: **Stanton, Meridith** <meridith_stanton@ios.doi.gov>
Date: Fri, Jan 17, 2014 at 1:26 PM
Subject: Request for your assistance with a press release
To: Joan Moody <joan_moody@ios.doi.gov>
Cc: Robert Stanton <Robert_Stanton@ios.doi.gov>

Hi Joan,

Next week I will draft the text for a press release regarding the IACB's Indian Arts and Crafts Act settlement with Pendleton Woolen Mills. A copy of the settlement is attached. Under this agreement Pendleton has had to provide Red Cloud Indian School's Heritage Center, Pine Ridge Reservation, South Dakota, with $41,250 for the promotion of authentic Sioux Indian art and craftwork. Pendleton will also be required to include in its marketing materials information about the Indian Arts and Crafts Act, among other requirements. Would it be possible for me to work with you to have this released, following Mr. Stanton's and your approval of the text, as a press release from Secretary Jewell?

I look forward to hearing from you.

Best Regards,

Meridith

–

Joan Moody
Senior Public Affairs Specialist
Office of the Secretary MIB 6226
U.S. Department of the Interior
1849 C Street, N.W.
Washington, D.C. 20240
202-208-3280
Joan_Moody@ios.doi.gov

–

Kate Kelly
Director of Communications
Department of the Interior
(202) 208 2409
kate_kelly@ios.doi.gov

–

Joan Moody
Senior Public Affairs Specialist
Office of the Secretary MIB 6226
U.S. Department of the Interior
1849 C Street, N.W.
Washington, D.C. 20240
202-208-3280
Joan_Moody@ios.doi.gov

–

Meridith Z. Stanton
Director
Indian Arts and Crafts Board
Office of the Secretary
MS 2528-MIB
U.S. Department of the Interior
Washington, D.C. 20240
202-208-3773 (main)
202-208-3889 (direct)
1-888-Art-Fake (toll free)
202-208-4382 (fax)

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Office of the Secretary MIB 6226
U.S. Department of the Interior
1849 C Street, N.W.
Washington, D.C. 20240
202-208-3280
Joan_Moody@ios.doi.gov

Fwd: Request for your assistance with a press release

Joan Moody <joan_moody@ios.doi.gov> Wed, Jan 22, 2014 at 2:54 PM
To: Meridith Stanton <meridith_stanton@ios.doi.gov>
Cc: Nedra Darling <nedra_darling@ios.doi.gov>

[redacted]. Let 's strategize tomorrow

Sent from my iPhone

Begin forwarded message:

> **From:** "Kelly, Katherine" <kate_kelly@ios.doi.gov>
> **Date:** January 22, 2014 at 1:03:04 PM EST
> **To:** "Moody, Joan" <joan_moody@ios.doi.gov>
> **Cc:** Blake Androff <blake_androff@ios.doi.gov>, Jessica Kershaw <jessica_kershaw@ios.doi.gov>, Nedra Darling <nedra_darling@ios.doi.gov>
> **Subject: Re: Request for your assistance with a press release**
>
> Joan - there's an IACB news section on their website. It seems appropriate to post a short, factual news bulletin there. I do not think it should include a quote from the Secretary.
>
> The text would have to be cleared with DOJ. Jessica can help on that front. And as far as proactive stories, you and Nedra could think through whether its worth pointing a few reporters to the website posting.
>
> On Fri, Jan 17, 2014 at 2:08 PM, Moody, Joan <joan_moody@ios.doi.gov> wrote:
>> Bob Stanton and Meredith would like a departmental release on the ruling won by Interior's Indian Arts and Crafts Board against Pendleton. Given the fame of Pendleton blankets, this would seem like a good story to me. Please advise.
>>
>> ——— Forwarded message ———
>> From: **Stanton, Meridith** <meridith_stanton@ios.doi.gov>
>> Date: Fri, Jan 17, 2014 at 1:26 PM
>> Subject: Request for your assistance with a press release
>> To: Joan Moody <joan_moody@ios.doi.gov>
>> Cc: Robert Stanton <Robert_Stanton@ios.doi.gov>
>>
>> Hi Joan,
>>
>> Next week I will draft the text for a press release regarding the IACB's Indian Arts and Crafts Act settlement with Pendleton Woolen Mills. A copy of the settlement is attached. Under this agreement Pendleton has had to provide Red Cloud Indian School's Heritage Center, Pine Ridge Reservation, South Dakota, with $41,250 for the promotion of authentic Sioux Indian art and craftwork. Pendleton will also be required to include in its marketing materials information about

the Indian Arts and Crafts Act, among other requirements. Would it be possible for me to work with you to have this released, following Mr. Stanton's and your approval of the text, as a press release from Secretary Jewell?

I look forward to hearing from you.

Best Regards,

Meridith

–
Joan Moody
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Office of the Secretary MIB 6226
U.S. Department of the Interior
1849 C Street, N.W.
Washington, D.C. 20240
202-208-3280
Joan_Moody@ios.doi.gov

–

Kate Kelly
Director of Communications
Department of the Interior
(202) 208 2409
kate_kelly@ios.doi.gov

Stanton, Meridith <meridith_stanton@ios.doi.gov>

Re: Today

1 message

Meridith Stanton <meridith_stanton@ios.doi.gov> Tue, Jan 21, 2014 at 10:46 AM
To: conor_mcmahon@ios.doi.gov

Okay, sounds good. Just had an excellent conversation with Father George at Red Cloud. Interesting-but no surprise-Pendleton led him to believe that the $41,250 was a benevolent gift to the Heritage Center, rather than an Act civil suit settlement. He told me about their various new programs. Among them is a Lakota language program and they will be printing Lakota language books soon. I mentioned Larry Hott and he was not sure if Larry had been in touch with the school. When again will Larry debut the documentary at the SIM-The Journey so I can tell Father George? The next time you are out that way, you should stop by and talk with Father George. Would be nice to do some collaboration with them...and I forgot to mention the youth art contest with him--as we were focused on the settlement.

From: Mcmahon, Conor [mailto:conor_mcmahon@ios.doi.gov]
Sent: Tuesday, January 21, 2014 08:10 AM
To: Meridith Stanton <meridith_stanton@ios.doi.gov>
Cc: Michele Hill <michele_hill@ios.doi.gov>
Subject: Re: Today

Hi Meridith,

We can reschedule for Wednesday afternoon. I am basically free anytime.

Conor

On Tue, Jan 21, 2014 at 7:30 AM, Meridith Stanton <meridith_stanton@ios.doi.gov> wrote:

> Good Morning Conor,
> The federal government is closed today in DC due to a snow storm. So we need to reschedule the 10:30 call with Michele regarding MPI. I have a call with Father George at Red Cloud this morning at 10:00, which I will do from home. If you would still like to discuss your performance plan this morning I can call you once I get off the call with Father George. Otherwise we can reschedule for Wednesday(afternoon), Thursday(morning but not afternoon), or Friday(anytime). Just let me know. Either way we won't be able to sign and date the plan until later this week. Thanks,
> Meridith

–
Conor McMahon
Chief Curator
U.S. Department of the Interior
Indian Arts and Crafts Board
Tel: (605)-394-2381
Fax: (605)-348-6182

Re: Correction - Friday, January 17, 2014 Board Meeting

Heindl, Jennifer <jennifer.heindl@sol.doi.gov> Wed, Jan 15, 2014 at 2:44 PM
To: "Nemeroff, Patrick G. (CIV)" <Patrick.G.Nemeroff@usdoj.gov>
Cc: Meridith Stanton <meridith_stanton@ios.doi.gov>

Patrick,
Thanks very much for the quick response.
Jennifer

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

Division of General Law

Branch of General Legal Services

Voice: 202-208-7094

Fax: 202-219-1790

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On 15 January 2014 14:33, Nemeroff, Patrick G. (CIV) <Patrick.G.Nemeroff@usdoj.gov> wrote:

Jennifer,

Your understanding is correct. The settlement if signed and final, and I have received word from Pendleton's counsel that Pendleton has paid its contribution to Red Cloud. There is no confidentiality requirement as part of the agreement, so Meridith can discuss the agreement publicly.

Thanks,

Patrick

From: Heindl, Jennifer [mailto:jennifer.heindl@sol.doi.gov]

Sent: Wednesday, January 1 014 2:29 PM
To: Nemeroff, Patrick G. (CIV)
Subject: Fwd: Correction - Friday, January 17, 2014 Board Meeting

Hi Patrick,

My understanding is the the settlement is signed and done. Any reason why Meredith could not discuss the settlement agreement with PWM with the IACB commissioners (see below)?

Thanks,

Jennifer

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

Division of General Law

Branch of General Legal Services

Voice: 202-208-7094

Fax: 202-219-1790

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——— Forwarded message ———
From: **Stanton, Meridith** <meridith_stanton@ios.doi.gov>
Date: 15 January 2014 13:55
Subject: Fwd: Correction - Friday, January 17, 2014 Board Meeting
To: Jennifer Heindl <Jennifer.Heindl@sol.doi.gov>

Hi Jennifer,

Still nothing further from DOJ regarding PWM?

As you recall, PWM had previously reached out to the IACB Chairman Harvey Pratt and IACB Commissioner Chuck Harwood...so they know at least what PWM had told them. It sure would be helpful if I can make some comment about the settlement -- or progress to finalizing the settlement -- during this Friday's IACB Commissioners' Board meeting. As you can see from Chuck's email below, it is a topic that he will raise. Any advice as to what I can or can't reveal?

Thank you,

Meridiith

——— Forwarded message ———
From: **Harwood, Charles A.** <charwood@ftc.gov>
Date: Tue, Jan 14, 2014 at 6:45 PM
Subject: Re: Correction - Friday, January 17, 2014 Board Meeting
To: "Meridith_Stanton@ios.doi.gov" <Meridith_Stanton@ios.doi.gov>, [redacted] "RFosdick@kawerak.org" <RFosdick@kawerak.org>, "jonesrutheb@aol.com" <jonesrutheb@aol.com>, "Robert_Stanton@ios.doi.gov" <Robert_Stanton@ios.doi.gov>
Cc: "Michele_Hill@ios.doi.gov" <Michele_Hill@ios.doi.gov>, "Ferdousi_Khanam@ios.doi.gov" <Ferdousi_Khanam@ios.doi.gov>

I have not had an opportunity yet to look at the agenda for Friday, but I am always interested in hearing about law enforcement efforts by USA's and DOJ on our behalf. Chuck

Charles Harwood
FTC, Bureau of Consumer Protection

Sent from my Blackberry

From: Stanton, Meridith [mailto:meridith_stanton@ios.doi.gov]
Sent: Friday, December 27, 2013 01:14 PM
To: harvey pratt [redacted]; Rose Fosdick <RFosdick@kawerak.org>; [redacted]; Harwood, Charles A.; Robert Stanton <Robert_Stanton@ios.doi.gov>
Cc: Michele Hill <Michele_Hill@ios.doi.gov>; Ferdousi Kahanam <Ferdousi_Khanam@ios.doi.gov>
Subject: Correction - Friday, January 17, 2014 Board Meeting

Hi All,

My apologies! The Board meeting is Friday, January 17 at 2:00pm, EST. Please see revised agenda.

Meridith

--

Meridith Z. Stanton
Director
Indian Arts and Crafts Board
Office of the Secretary
MS 2528-MIB
U.S. Department of the Interior
Washington, D.C. 20240
202-208-3773 (main)
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1-888-Art-Fake (toll free)
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DRAFT-DRAFT-DRAFT

INDIAN ARTS AND CRAFTS ACT SETTLEMENT WITH PENDLETON WOOLEN MILLS

[redacted]

[redacted]

For more information on the Act, a truth-in-marketing law which carries civil and criminal penalties and prohibits the offer or display for sale, or sale, of any art or craft product in a manner that falsely suggests it is Indian produced, and Indian product, or the product of a particular Indian Tribe, please visit the Indian Arts and Crafts Board website at www.iacb.doi.gov, or call toll free at 1-888-ART-FAKE or 1-888-278-3253.

Re: Pendleton settlement agreement

[redacted] Mon, Dec 9, 2013 at 2:19 PM
To: "Stanton, Meridith" <meridith_stanton@ios.doi.gov>

I'm at the Grand Canyon this week in training so getting on a call this week might be difficult. I just tried to call your office but no answer. I'm calling by cell ([redacted]) so if you see that number showing up on your phone it's me.

I would give him a heads-up that something is coming but I would wait to say what exactly until the document is signed.

Hope we can talk soon.

[redacted]

On Mon, Dec 9, 2013 at 1:00 PM, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:
I would think that I should call the head of Red Cloud - Father W, let him know that a payment will be made 30 days following execution of the agreement, and request confirmation that it is completed. Sound like a good approach? Would you like to join me on that call? See any chance that this might not go through? I'd hate to promise and then have the deal fall off the table.

——— Forwarded message ———
From: **Heindl, Jennifer** <jennifer.heindl@sol.doi.gov>
Date: Mon, Dec 9, 2013 at 1:52 PM
Subject: Fwd: Pendleton settlement agreement
To: Meridith Stanton <meridith_stanton@ios.doi.gov>

Hi Meredith,
Here it is all signed. See Patrick's query below. What would be the best way to confirm Pendleton's payment to Red Cloud? Have you dealt with a similar situation before?
Thanks,
jennifer

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

Division of General Law

Branch of General Legal Services

Voice: 202-208-7094

Fax: 202-219-1790

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——— Forwarded message ———
From: **Nemeroff, Patrick G. (CIV)** <Patrick.G.Nemeroff@usdoj.gov>
Date: 9 December 2013 13:23
Subject: RE: Pendleton settlement agreement
To: "Heindl, Jennifer" <jennifer.heindl@sol.doi.gov>

Jennifer,

Please find attached the signed and final settlement agreement. I'll forward it to Pendleton now. Can you discuss with Meridith the best way to confirm that Pendleton makes its required contribution to Red Cloud?

Thanks,

Patrick

From: Heindl, Jennifer [mailto:jennifer.heindl@sol.doi.gov]
Sent: Monday, December 09, 2013 1:02 PM
To: Nemeroff, Patrick G. (CIV)

Subject: Fwd: Pendleton settlement agreement

Hi Patrick,

Will this do?

Thanks,

Jennifer

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

Division of General Law

Branch of General Legal Services

Voice: 202-208-7094

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——— Forwarded message ———
From: **Stanton, Meridith** <meridith_stanton@ios.doi.gov>
Date: 9 December 2013 12:44
Subject: Re: Pendleton settlement agreement
To: "Heindl, Jennifer" <jennifer.heindl@sol.doi.gov>

Hi Jennifer,

Wonderful news, thank you!

I have signed, dated (today's date), scanned, and attached the agreement. I am teleworking today, and had problems with my home scanner. This is a bit lopsided but it is the best of my various efforts to have a better looking document. The alternative is for IACB Administrative Officer Michele Hill to use my name stamp, date, scan, and email you a copy that is not lopsided. Do you have a preference?

Thank you,

Meridith

On Mon, Dec 9, 2013 at 11:22 AM, Heindl, Jennifer <jennifer.heindl@sol.doi.gov> wrote:

Hi Meridith,

Good news. DOJ has approved the settlement. Could you please follow Patrick's instructions below. I think you are probably the appropriate signature, but if you believe it should be someone else, please let me know.

Thanks,

Jennifer

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

Division of General Law

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Fax: 202-219-1790

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——— Forwarded message ———
From: **Nemeroff, Patrick G. (CIV)** <Patrick.G.Nemeroff@usdoj.gov>
Date: 6 December 2013 17:38
Subject: Pendleton settlement agreement
To: "Heindl, Jennifer" <jennifer.heindl@sol.doi.gov>
Cc: "Spector, Rachel (rachel.spector@sol.doi.gov)" <rachel.spector@sol.doi.gov>

Jennifer,

I'm happy to report that we finally got approval with the Department of Justice to settle the Pendleton matter! Thank you for your patience with this process.

Can you please have Meridith (or whomever would be appropriate) sign and date this agreement and then send me back the scanned copy? I will then sign and date it and will send you the final version. I'd like to get this wrapped up by next week, if possible.

Thanks!

Patrick

–

Meridith Z. Stanton
Director

Indian Arts and Crafts Board
Office of the Secretary
MS 2528-MIB
U.S. Department of the Interior
Washington, D.C. 20240
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Indian Arts and Crafts Board
Office of the Secretary
MS 2528-MIB
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–

[redacted]
Chief Ranger
Effigy Mounds National Monument
151 HWY 76
Harpers Ferry, Iowa 52146

Telephone [redacted]

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Re: fines

Heindl, Jennifer <jennifer.heindl@sol.doi.gov> Fri, Feb 7, 2014 at 2:38 PM
To: "Stanton, Meridith" <meridith_stanton@ios.doi.gov>

Hi Meredith,
As a DOI attorney, I try to avoid anything that could look like legal advice to someone who is not my client. I think it is fine for you respond to this individual's request for information, but I would probably advise limiting it to providing him with the citation to relevant part of the law, and perhaps your website, while avoiding any commentary.
[redacted]

Thanks,
Jennifer

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

Division of General Law

Branch of General Legal Services

Voice: 202-208-7094

Fax: 202-219-1790

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On 7 February 2014 13:28, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:
Good Afternoon Jennifer,

We received an inquiry from a gentlemen on the Umatilla Reservation, which is adjacent to Pendleton, Oregon, shortly after we made copies of the Bulletin regarding the Pendleton matter available to a handful of people. The inquiry is located at the bottom of this email. I am not sure if this is a coincidence or if it may be as a result of the settlement. But we have never received an inquiry before regarding fees and where the fees go. Given all of this, I wanted to run our response by you before sending it along to Mr. Bevis. (Am I correct that the criminal fines go to the DOJ rather than the Treasury?)

Thanking you in advance for your help,

Meridith

Mr. Bevis,

Thank you for your February 5 inquiry about fines, which we believe is a question regarding civil and criminal provisions under the Indian Arts and Crafts Act (Act), Public Law 101-644, as amended, for misrepresenting art and craft work as Indian made.

Details regarding the civil provisions and criminal provisions of the Act are available from http://www.gpo.gov/fdsys/pkg/USCODE-2012-title25/html/USCODE-2012-title25-chap7A-sec305e.htm, and http://www.gpo.gov/fdsys/pkg/USCODE-2011-title18/html/USCODE-2011-title18-partI-chap53-sec1159.htm. Other information on the Act is available from the IACB website, http://www.iacb.doi.gov/act.html.

The following is an excerpt from §305e of title 25, U.S.C., regarding damages under the Act's civil provisions.

§305e. Cause of action for misrepresentation of Indian produced goods

(b) Injunctive or equitable relief; damages

A person specified in subsection (d) may, in a civil action in a court of competent jurisdiction, bring an action against a person who, directly or indirectly, offers or displays for sale or sells a good, with or without a Government trademark, in a manner that falsely suggests it is Indian produced, an Indian product, or the product of a particular Indian or Indian tribe or Indian arts and crafts organization, resident within the United States, to—

(1) obtain injunctive or other equitable relief; and

(2) recover the greater of—

(A) treble damages; or

(B) in the case of each aggrieved individual Indian, Indian tribe, or Indian arts and crafts organization, not less than $1,000 for each day on which the offer or display for sale or sale continues.

For purposes of paragraph (2)(A), damages shall include any and all gross profits accrued by the defendant as a result of the activities found to violate this subsection.

(c) Punitive damages; attorney's fee

In addition to the relief specified in subsection (b), the court may award punitive damages and the costs of the civil action and a reasonable attorney's fee.

(d) Persons that may initiate civil actions

(1) In general

A civil action under subsection (b) may be initiated by—

(A) the Attorney General, at the request of the Secretary acting on behalf of—

(i) an Indian tribe;

(ii) an Indian; or

(iii) an Indian arts and crafts organization;

(B) an Indian tribe, acting on behalf of—

(i) the Indian tribe;

(ii) a member of that Indian tribe; or

(iii) an Indian arts and crafts organization;

(C) an Indian; or

(D) an Indian arts and crafts organization.

(2) Disposition of amounts recovered

(A) In general

Except as provided in subparagraph (B), an amount recovered in a civil action under this section shall be paid to the Indian tribe, the Indian, or the Indian arts and crafts organization on the behalf of which the civil action was initiated.

(B) Exceptions

(i) Attorney General In the case of a civil action initiated under paragraph (1)(A), the Attorney General may deduct from the amount—

(I) the amount of the cost of the civil action and reasonable attorney's fees awarded under subsection (c), to be deposited in the Treasury and credited to appropriations available to the Attorney General on the date on which the amount is recovered; and

(II) the amount of the costs of investigation awarded under subsection (c), to reimburse the Board for the activities of the Board relating to the civil action.

(ii) Indian tribe In the case of a civil action initiated under paragraph (1)(B), the Indian tribe may deduct from the amount—

(I) the amount of the cost of the civil action; and

(II) reasonable attorney's fees

The following is an excerpt from §1159 of title 18 U.S.C, regarding the fines under the Act's criminal provisions,

(a) It is unlawful to offer or display for sale or sell any good, with or without a Government trademark, in a manner that falsely suggests it is Indian produced, an Indian product, or the product of a particular Indian or Indian tribe or Indian arts and crafts organization, resident within the United States.

(b) Penalty.— Any person that knowingly violates subsection (a) shall—

(1) in the case of a first violation by that person—

(A) if the applicable goods are offered or displayed for sale at a total price of $1,000 or more, or if the applicable goods are sold for a total price of $1,000 or more—

(i) in the case of an individual, be fined not more than $250,000, imprisoned for not more than 5 years, or both; and

(ii) in the case of a person other than an individual, be fined not more than $1,000,000; and

(B) if the applicable goods are offered or displayed for sale at a total price of less than $1,000, or if the applicable goods are sold for a total price of less than $1,000—

(i) in the case of an individual, be fined not more than $25,000, imprisoned for not more than 1 year, or both; and

(ii) in the case of a person other than an individual, be fined not more than $100,000; and

(2) in the case of a subsequent violation by that person, regardless of the amount for which any good is offered or displayed for sale or sold—

(A) in the case of an individual, be fined under this title, imprisoned for not more than 15 years, or both; and

(B) in the case of a person other than an individual, be fined not more than $5,000,000.

Fines under the criminal provisions of the Act revert to the U.S. Department of Justice.

This letter is not a substitute for legal advice and should not be taken as legal advice.

If you have any further questions regarding the Act, please do not hesitate to let us know.

Sincerely,

XXX

——— Forwarded message ———
From: **John Bevis** <John.Bevis@tamastslikt.org>
Date: Wed, Feb 5, 2014 at 3:32 PM
Subject: fines
To: "iacb@ios.doi.gov" <iacb@ios.doi.gov>

I would like to know about the fines, and where are they paid, and to who does the fine money go to?

The opinions expressed by the author are his or her own and are not necessarily those of the Confederated Tribes of the Umatilla Indian Reservation. The information, contents and attachments in this email are

Confidential and Private.

Re: IACB statement re: Pendleton statement

Stanton, Meridith <meridith_stanton@ios.doi.gov> Fri, Jan 24, 2014 at 4:44 PM
To: "Nemeroff, Patrick G. (CIV)" <Patrick.G.Nemeroff@usdoj.gov>
Cc: "Heindl, Jennifer" <jennifer.heindl@sol.doi.gov>

Jennifer and Patrick,

Thank you both of your very thoughtful edits and quick responses. I have sent them on to DOI Communications Office staff member Jessica Kershaw and she will run them by her counterpart the DOJ Communications office,

Have a good weekend,

Meridith

On Fri, Jan 24, 2014 at 1:19 PM, Nemeroff, Patrick G. (CIV) <Patrick.G.Nemeroff@usdoj.gov> wrote:

I agree with Jennifer's edits as well as her reasons expressed below for those edits. I've suggested a few additional line edits in this draft, for your consideration.

Thanks,

Patrick

From: Heindl, Jennifer [mailto:jennifer.heindl@sol.doi.gov]
Sent: Friday, January 24, 2014 1:02 PM
To: Meridith Stanton
Cc: Nemeroff, Patrick G. (CIV)
Subject: IACB statement re: Pendleton statement

Hi Meredith,

Here are my suggested edits. Some were strictly copy-editing- to take out some of the legalese, and (hopefully) make it read more smoothly. Some, however, especially in the first paragraph and in your quote, are more oriented toward clarifying Pendleton's position and the situation of the settlement. Also, I note that it seems to be incomplete (missing quote).

[redacted]

It seems the most important point here is, as reflected in your quote, that the IACB and PWM have reached a satisfactory settlement that is good both for Indian artisans and for consumers.

I cc Patrick for any comments he might have.

Patrick, the IACB would like to put out a press release and has asked for our comments. My current understanding is that DOI's communications shop will run this by its DOJ communications contacts, but wanted to make sure this was OK with you and anyone else you think appropriate to inform.

Thanks,

Jennifer

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

Division of General Law

Branch of General Legal Services

Voice: 202-208-7094

Fax: 202-219-1790

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–

Meridith Z. Stanton
Director
Indian Arts and Crafts Board
Office of the Secretary
MS 2528-MIB
U.S. Department of the Interior
Washington, D.C. 20240
202-208-3773 (main)
202-208-3889 (direct)
1-888-Art-Fake (toll free)
202-208-4382 (fax)

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IACB statement re: Pendleton statement

Heindl, Jennifer <jennifer.heindl@sol.doi.gov> Fri, Jan 24, 2014 at 1:02 PM
To: Meridith Stanton <meridith_stanton@ios.doi.gov>
Cc: "Nemeroff, Patrick G. (CIV)" <Patrick.G.Nemeroff@usdoj.gov>

Hi Meredith,
Here are my suggested edits. Some were strictly copy-editing- to take out some of the legalese, and (hopefully) make it read more smoothly. Some, however, especially in the first paragraph and in your quote, are more oriented toward clarifying Pendleton's position and the situation of the settlement. Also, I note that it seems to be incomplete (missing quote).

[redacted]

It seems the most important point here is, as reflected in your quote, that the IACB and PWM have reached a satisfactory settlement that is good both for Indian artisans and for consumers.

I cc Patrick for any comments he might have.
Patrick, the IACB would like to put out a press release and has asked for our comments. My current understanding is that DOI's communications shop will run this by its DOJ communications contacts, but wanted to make sure this was OK with you and anyone else you think appropriate to inform.

Thanks,
Jennifer

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

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Indian Arts and Crafts Act Settlement With PWM (3) with jah edits.docx
18K

DRAFT-DRAFT-DRAFT

INDIAN ARTS AND CRAFTS ACT SETTLEMENT WITH PENDLETON WOOLEN MILLS

The Indian Arts and Crafts Board of the U.S. Department of the Interior announces a settlement agreement it has signed with Pendleton Woolen Mills (Pendleton).

This settlement resolves all matters between the United States, IACB, and Pendleton arising from Pendleton's prior sales of the Pendleton "Sioux Star Blanket" through a section of its website labeled "Native American." The IACB and United States alleged that Pendleton's marketing of this product did not make it sufficiently clear that the Blanket was not produced by genuine Indian artisans and that the "Sioux Star Blanket" did not qualify as an "Indian Product" as that term is defined by the Act.

As part of the settlement, Pendleton recently donated $41,250 to the Red Cloud Indian School's Heritage Center in Pine Ridge, South Dakota. These funds will assist with The Heritage Center's promotion of Sioux artisans and economic development through the production, promotion, and sales of authentic Sioux art and craftwork, and associated programs. As expressed by Father George Winzenburg, President of the Red Cloud Indian School, "XXX get quote".

Additionally, Pendleton has agreed to include a paragraph to help educate consumers about the Act in its print catalogs, on its website, and in marketing material it distributes to retailers of its Native American inspired products for at least two years.

According to IACB Director Meridith Stanton, "The IACB is pleased that this settlement will not only benefit Sioux artists and artisans, but also help to raise the understanding of and compliance with the Act through Pendleton's marketing materials of its Indian inspired products."

For more information on the Act, a truth-in-marketing law which carries civil and criminal penalties and prohibits the offer or display for sale, or sale, of any art or craft product in a manner that falsely suggests it is Indian produced, and Indian product, or the product of a particular Indian Tribe, please visit the Indian Arts and Crafts Board website at www.iacb.doi.gov, or call toll free at 1-888-ART-FAKE or 1-888-278-3253.

Stanton, Meridith <meridith_stanton@ios.doi.gov>

Re: Indian Arts and Crafts Act Settlement with PWM

1 message

Heindl, Jennifer <jennifer.heindl@sol.doi.gov> Thu, Jan 23, 2014 at 5:13 PM
To: "Stanton, Meridith" <meridith_stanton@ios.doi.gov>

OK, I will get back to you tomorrow. Ping me if I am slow, busy day.
Thanks,
Jennifer

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

Division of General Law

Branch of General Legal Services

Voice: 202-208-7094

Fax: 202-219-1790

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On 23 January 2014 17:04, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:

Hi Jennifer,

Yes, if you could please review the draft that would be most appreciated. I believe that the draft contents track with the settlement agreement, but just want to double check that you don't see any red flags.

Thank you!

Meridith

On Thu, Jan 23, 2014 at 4:52 PM, Heindl, Jennifer <jennifer.heindl@sol.doi.gov> wrote:

Hi Meridith,
With the criss crossing emails, I am afraid I've lost the thread. Do you want me to review the draft you provided, or are you still working with communications on that? Just let me know.
Thanks,
Jennifer

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

Division of General Law

Branch of General Legal Services

Voice: 202-208-7094

Fax: 202-219-1790

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On 23 January 2014 16:40, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:

Joan, if Jessica wants to take care of this that is fine. Meridith

On Thu, Jan 23, 2014 at 4:38 PM, Heindl, Jennifer <jennifer.heindl@sol.doi.gov> wrote:

This is not really my area. I can, if you wish, run any draft by Patrick as the DOJ attorney who worked on it, but if Communications folks believe running it by DOJ Communications contacts is appropriate, I obviously defer to their expertise.
Thanks,
Jennifer

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

Division of General Law

Branch of General Legal Services

Voice: 202-208-7094

Fax: 202-219-1790

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On 23 January 2014 16:31, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:

Hi Joan,

The IACB typically sends this type of information to the Indian art and craft businesses listed in our Source Directory, Tribes and Tribal organizations, other members of the Indian arts and crafts industry, and the Indian press. When it is not released directly by your office, we release the information under our letter head.

However as Kate does not want the IACB to provide this information as described above, but rather by posting information under the "news" section of the IACB website, I would like to consult with Mr. Stanton to determine if he is amenable to that approach or if he would like us to consider another possible option given the IACB Commissioners' interest in this matter.

In any event, I think the text of what I sent you for review is in keeping with the factual news per Kate's comment, as well as the contents of the settlement agreement. Is that your understanding, or does a bulletin have a different format and content? (Do you have a sample DOI bulletin to provide?)

Regarding DOJ, as Jennifer was the liaison between the IACB and DOJ, I believe she would be willing to touch base with Patrick Nemeroff on this or another version of this draft.

Jennifer, is that correct or would you prefer to have Jessica in the Office of Communications touch base with DOJ?

Best Regards,

Meridith

On Thu, Jan 23, 2014 at 3:44 PM, Moody, Joan <joan_moody@ios.doi.gov> wrote:

Thanks Meredith. My boss had indicated that the statement should not be a press release but should be put on the IACB website after review by DOJ and then we can point it out to the Indian press. . I notice you have copied Jennifer in DOI-SOL to review this and assume she is in touch with DOJ?

On Thu, Jan 23, 2014 at 12:41 PM, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:

Good Afternoon Joan, Mr. Stanton, and Jennifer,

I have attached a DRAFT release for your review. I am also waiting for a quote from the President of the Red Cloud Indian School for the release to run by you as well.

For background, with respect to DOJ, Jennifer checked with the DOJ attorney who handled this settlement for us, Patrick Nemeroff, and Patrick stated that the settlement did not contain a confidentiality clause, and it could be discussed publicly. (See email below.)

Joan, [redacted], but if we don't talk before then, I will be in tomorrow and can meet with you at your convenience.

Hopefully we can get this distributed and posted more sooner than later. However, if you office prefers that we first consult DOJ, perhaps Jennifer can expedite through further communications with Patrick.

Thank you,

Meridith

On 15 January 2014 14:33, Nemeroff, Patrick G. (CIV) <Patrick.G.Nemeroff@usdoj.gov> wrote:

Jennifer,

Your understanding is correct. The settlement if signed and final, and I have received word from Pendleton's counsel that Pendleton has paid its contribution to Red Cloud. There is no confidentiality requirement as part of the agreement, so Meridith can discuss the agreement publicly.

Thanks,

Patrick

From: Heindl, Jennifer [mailto:jennifer.heindl@sol.doi.gov]
Sent: Wednesday, January 15, 2014 2:29 PM
To: Nemeroff, Patrick G. (CIV)
Subject: Fwd: Correction - Friday, January 17, 2014 Board Meeting

Hi Patrick,

My understanding is the the settlement is signed and done. Any reason why Meredith could not discuss the settlement agreement with PWM with the IACB commissioners (see below)?

Thanks,

Jennifer

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

Division of General Law

Branch of General Legal Services

Voice: 202-208-7094

Fax: 202-219-1790

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——— Forwarded message ———
From: **Joan Moody** <joan_moody@ios.doi.gov>

Date: Wed, Jan 22, 2014 at 2:54 PM
Subject: Fwd: Request for your assistance with a press release
To: Meridith Stanton <meridith_stanton@ios.doi.gov>
Cc: Nedra Darling <nedra_darling@ios.doi.gov>

[redacted] Let 's strategize tomorrow

Sent from my iPhone

Begin forwarded message:

> **From:** "Kelly, Katherine" <kate_kelly@ios.doi.gov>
> **Date:** January 22, 2014 at 1:03:04 PM EST
> **To:** "Moody, Joan" <joan_moody@ios.doi.gov>
> **Cc:** Blake Androff <blake_androff@ios.doi.gov>, Jessica Kershaw <jessica_kershaw@ios.doi.gov>, Nedra Darling <nedra_darling@ios.doi.gov>
> **Subject: Re: Request for your assistance with a press release**
>
> Joan - there's an IACB news section on their website. It seems appropriate to post a short, factual news bulletin there. I do not think it should include a quote from the Secretary.
>
> The text would have to be cleared with DOJ. Jessica can help on that front. And as far as proactive stories, you and Nedra could think through whether its worth pointing a few reporters to the website posting.
>
> On Fri, Jan 17, 2014 at 2:08 PM, Moody, Joan <joan_moody@ios.doi.gov> wrote:
> Bob Stanton and Meredith would like a departmental release on the ruling won by Interior's Indian Arts and Crafts Board against Pendleton. Given the fame of Pendleton blankets, this would
> seem like a good story to me. Please advise.
>
> ——— Forwarded message ———
> From: **Stanton, Meridith** <meridith_stanton@ios.doi.gov>
> Date: Fri, Jan 17, 2014 at 1:26 PM
> Subject: Request for your assistance with a press release
> To: Joan Moody <joan_moody@ios.doi.gov>
> Cc: Robert Stanton <Robert_Stanton@ios.doi.gov>
>
> Hi Joan,
>
> Next week I will draft the text for a press release regarding the IACB's Indian Arts and Crafts Act settlement with Pendleton Woolen Mills. A copy of the settlement is attached. Under this agreement Pendleton has had to provide Red Cloud Indian School's Heritage Center, Pine Ridge Reservation, South Dakota, with $41,250 for the promotion of authentic Sioux Indian art and craftwork. Pendleton will also be required to include in its marketing materials information about the Indian Arts and Crafts Act, among other requirements. Would it be possible for me to work with you to have this released, following Mr. Stanton's and your approval of the text, as a press release from Secretary Jewell?

I look forward to hearing from you.

Best Regards,

Meridith

--
Joan Moody
Senior Public Affairs Specialist
Office of the Secretary MIB 6226
U.S. Department of the Interior
1849 C Street, N.W.
Washington, D.C. 20240
202-208-3280
Joan_Moody@ios.doi.gov

--

Kate Kelly
Director of Communications
Department of the Interior
(202) 208 2409
kate_kelly@ios.doi.gov

--
Joan Moody
Senior Public Affairs Specialist
Office of the Secretary MIB 6226
U.S. Department of the Interior
1849 C Street, N.W.
Washington, D.C. 20240
202-208-3280
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--

Meridith Z. Stanton

Director
Indian Arts and Crafts Board
Office of the Secretary
MS 2528-MIB
U.S. Department of the Interior
Washington, D.C. 20240
202-208-3773 (main)
202-208-3889 (direct)
1-888-Art-Fake (toll free)
202-208-4382 (fax)

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–

Meridith Z. Stanton
Director
Indian Arts and Crafts Board
Office of the Secretary
MS 2528-MIB
U.S. Department of the Interior
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Fwd: Pendleton's settlement offer

Heindl, Jennifer <jennifer.heindl@sol.doi.gov> Fri, Aug 9, 2013 at 4:50 PM
To: Meridith Stanton <meridith_stanton@ios.doi.gov>
Cc: Rachel Spector <rachel.spector@sol.doi.gov>

Hi Meredith,
[redacted]. Please see Patrick's latest settlement offer and letter. At our request, he has asked Pendleton to "split the difference" between our most recent offers coming up with $41,000.
If you are OK with this latest offer going to Pendleton, please let Rachel know and she will give Patrick the OK to send it on. (He let me know that he had received approval from his supervisor a couple of hours ago.)
If you are not OK with it going to Pendleton, please let me and Rachel know. We will likely have to wait until I return to discuss, since Rachel and all of GLS is swamped, but we would at least like to let Patrick know where we are.

Thanks,

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

Division of General Law

Branch of General Legal Services

Voice: 202-208-7094

Fax: 202-219-1790

——— Forwarded message ———
From: **Nemeroff, Patrick G. (CIV)** <Patrick.G.Nemeroff@usdoj.gov>
Date: 9 August 2013 10:43
Subject: RE: Pendleton's settlement offer
To: "Heindl, Jennifer" <jennifer.heindl@sol.doi.gov>, "Spector, Rachel (rachel.spector@sol.doi.gov)" <rachel.spector@sol.doi.gov>

Jennifer and Rachel,

Please find attached a draft letter to Pendleton as well as a draft settlement agreement. Both are still being reviewed by my supervisor, Art. However, I wanted to share them with you in the meantime to get your thoughts. Please let me know if you would like to discuss.

Thanks,

Patrick

From: Nemeroff, Patrick G. (CIV)
Sent: Thursday, July 25, 2013 4:22 PM
To: 'Heindl, Jennifer'; Spector, Rachel (rachel.spector@sol.doi.gov)
Subject: Pendleton's settlement offer

Jennifer and Rachel,

I've been thinking more about our recent conversation with respect to Pendleton's proposed settlement offer. [redacted]

[redacted]

[redacted]

[redacted]

Please let me know if you would like to discuss any of the above points. If you continue to believe that we should reject Pendleton's latest offer and make a counteroffer, I will further elevate the question here, which may take a few weeks to resolve.

Thanks,

Patrick

Patrick Nemeroff

Trial Attorney

U.S. Department of Justice

Civil Division, Federal Programs Branch

20 Massachusetts Avenue, NW Room 7308

Washington, D.C. 20001

(202) 305-8727

-

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---

2 attachments

Letter to Pendleton - 8-8-13.docx
45K

Settlement Agreement - Draft 8-8-13.docx
36K

U.S. Department of Justice
Civil Division
Federal Programs Branch
20 Massachusetts Ave., NW
Washington, DC 20530

Patrick Nemeroff
Trial Attorney

Tel: (202)305-8727
Email: patrick.g.nemeroff@usdoj.gov

Mr. Steven B. Ungar
Lane Powell
601 SW Second Avenue, Suite 2100
Portland, OR 97204-3158

Re: Proposed settlement agreement with respect to Pendleton Woolen Mills, Inc.'s alleged violation of the Indian Arts and Crafts Act.

Dear Mr. Ungar:

This letter responds to your July 16, 2013 letter proposing a settlement agreement with respect to Pendleton's alleged violations of the Indian Arts and Crafts Act through its internet marketing of the Sioux Star Blanket ("the Blanket"). We appreciate Pendleton's willingness to engage in settlement negotiations, and believe that we are close to resolving this matter.

In your latest communication, Pendleton offered to contribute $27,500 to the Red Cloud Indian Heritage Center in Pine Ridge, South Dakota in order to settle this matter. This offer was in response to our offer to settle this matter for a contribution of $55,000, the retail value of the blankets Pendleton had previously offered to donate. You explained that $27,500 represents the wholesale value of those blankets. We continue to believe that the retail value of the blankets would be appropriate. However, in an effort to settle this matter, we are willing to compromise by splitting the difference between the retail and wholesale value of the blankets. In other words, we propose that Pendleton contribute $41,250 to Red Cloud Indian Heritage Center in order to resolve this matter. As we have previously explained, this proposed settlement represents a significant compromise when compared with the potential liability Pendleton faces under the Indian Arts and Crafts Act.

In addition to addressing the terms of Pendleton's contribution, we have also prepared a revised Settlement Agreement in response to the redline draft you shared with us on March 14, 2013. The attached draft Settlement Agreement incorporates all of your proposed changes, with our redline edits. Rather than explain each change in this letter, we believe it would be most efficient to explain our proposed edits over the phone or in person. Please let me know a convenient time to discuss this further, and I will make myself available.

Thank you again for your continued efforts to resolve this matter without litigation. We look forward to your response.

Best regards,

Patrick Nemeroff
Trial Attorney
Federal Programs Branch
Civil Division

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into between the United States of America ("United States"), on behalf of the Indian Arts and Crafts Board ("IACB"), and Pendleton Woolen Mills, Inc. ("Pendleton"). The purpose of this Agreement is to fully and finally resolve all matters between the United States, the IACB, and Pendleton arising from Pendleton's prior sales of the Pendleton Sioux Star Blanket. This Agreement is made with reference to the following:

WHEREAS, the United States and the IACB allege as follows: Starting in 2005, Pendleton marketed on its website the Sioux Star Blanket in a manner that inaccurately suggested that the Pendleton item referred to as the "Sioux Star Blanket" was an Indian product; Pendleton marketed the Sioux Star Blanket in a section of its website labeled "Native American"; the Sioux Star Blanket was named after a well-known Sioux symbol; the website image of the product depicted what appeared to be a genuine Sioux blanket; the accompanying description of the Sioux Star Blanket did not sufficiently make clear that the Blanket was not produced by genuine Indian artisans; and the Sioux Star Blanket did not qualify as an "Indian product" as that term is defined by the Indian Arts and Crafts Act; and

WHEREAS, counsel for Pendleton represented to the United States that, since 2005, Pendleton has sold approximately 570 Sioux Star Blankets through its website with gross sales totaling $108,290; and

WHEREAS, the United States and the IACB allege that Pendleton's Internet marketing of the Sioux Star Blanket constitutes a violation of the Indian Arts and Crafts Act, 25 U.S.C. § 305e; in order to address this alleged violation, the IACB notified Pendleton by letter on January 12, 2010, that its Internet marketing of the Sioux Star Blanket may be in violation of the Indian Arts and Crafts Act, 25 U.S.C. § 305e, after which Pendleton was notified by the United States that a

Field Code Changed

civil action had been authorized based on an alleged violation of the Indian Arts and Crafts Act, 25 U.S.C. § 305e; and

WHEREAS, in response to requests from the United States, Pendleton altered its Internet marketing of the Sioux Star Blanket by changing the name of the "Native America" section of its website to "Native American Inspired," changing the name of the "Sioux Star Blanket" to the "Plains Star Blanket," and editing the accompanying description of the product to state that it was not an authentic Indian product, along with other changes consistent with the letter and spirit of the Indian Arts and Crafts Act; and

WHEREAS, the United States and the IACB claim that, pursuant to the Indian Arts and Crafts Act, 25 U.S.C. § 305e, for this alleged first-time violation, Pendleton is liable for a penalty of up to, and potentially in excess of, $1 million, in addition to the costs of the IACB's investigation; and

WHEREAS, although Pendleton disagrees with the claims and liability asserted by the United States and IACB, it is the mutual desire of the parties to this Agreement to resolve all matters arising out of Pendleton's Internet marketing of the Sioux Star Blanket with finality and without the need for litigation.

NOW, THEREFORE, it is agreed as follows:

1. This Agreement is entered into by the parties without any admission of liability by Pendleton or any Pendleton officer, director, employee, employee or representative.

2. In consideration of this settlement, Pendleton agrees to make, or to maintain, the following changes to its marketing of Native American themed products:

A. Pendleton will not include a "Native American" section on its website, in its print catalogs, or in materials provided to retailers. Pendleton may include a section named or referred to as "Native American Inspired" in any of these

marketing materials;

B. To the extent that Pendleton sells the product previously named the "Sioux Star Blanket," it will be named the "Plains Star Blanket;"

C. Pendleton's Native American Inspired product descriptions will make clear that its products are not Indian products; and

D. Pendleton agrees to not include any federally recognized Native American tribal name in any of its product names without express authorization from such Native American tribe. Notwithstanding the forgoing, Pendleton may use geographic designations such as cardinal directions, names of State, or names of geographic landmarks [redacted] such use shall not violate this agreement, even if such geographic designations [redacted] may also be contained in the name of a federally recognized Native American tribe. Moreover, nothing in this agreement shall be construed to prevent accurate, descriptive, or fair references to such tribes or the use of same in ~~general language~~ language used to describe a product.

3. In further consideration of this settlement, Pendleton agrees that, not later than thirty (30) days after execution of this Agreement, and for a minimum of two (2) years following execution of this Agreement by all parties, it shall include the following paragraph (hereinafter referred to as the "Paragraph") in its print catalogs, on its website, and in marketing material it distributes to retailers of its Native American Inspired products:

> *The Indian Arts and Crafts Act of 1990 (P.L. 101-644), as amended, is a truth-in-marketing law that prohibits the offer or display for sale, or sale, of any art or craft product in a manner that falsely suggests it is Indian produced, an Indian product, or the product of a particular Indian Tribe. Covering all traditional and contemporary American Indian and Indian-style art and craftwork produced after 1935, the Act carries both criminal and civil penalties. For more information on the Act, please visit www.iacb.doi.gov.*

A. Pendleton agrees to include the Paragraph in all of its print catalogs containing Native American Inspired Products. The design, placement, and size of the Paragraph will be consistent with other text in Pendleton's print catalogs that

Pendleton

Heindl, Jennifer <jennifer.heindl@sol.doi.gov> Mon, Jul 29, 2013 at 2:39 PM
To: Meridith Stanton <meridith_stanton@ios.doi.gov>
Cc: Rachel Spector <rachel.spector@sol.doi.gov>

Hi Meredith,
[redacted]). His supervisor [redacted] o meanwhile, he is going to revise the text of the settlement agreement [redacted]. When we get a draft, we'd like to go over it with you and get comments back to him quickly. Patrick also mentioned that he is moving to another part of DOJ in about a month- so one more reason to try to get this wrapped up. I am out of office for two weeks from August 9, but hopefully this will keep moving forward while I am away. August is a tough month to get anything done....
Thanks,
Jennifer

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

Division of General Law

Branch of General Legal Services

Voice: 202-208-7094

Fax: 202-219-1790

Fwd: Pendleton

Stanton, Meridith <meridith_stanton@ios.doi.gov> Fri, Jun 28, 2013 at 1:30 PM
To: [redacted]

——— Forwarded message ———
From: **Stanton, Meridith** <meridith_stanton@ios.doi.gov>
Date: Fri, Jun 21, 2013 at 1:12 PM
Subject: Pendleton
To: Jennifer Heindl <Jennifer.Heindl@sol.doi.gov>
Cc: Ashley Fry <Ashley_Fry@ios.doi.gov>, Rachel Spector <rachel.spector@sol.doi.gov>

Jennifer,

I wanted to bring to your attention that Pendleton is selling an item, similar to the Sioux Star blanket, at the following link as Pomo Dau Blanket. I welcome your thoughts on this.

http://www.pendleton-usa.com/product/Home-Blankets/Native-American-Inspired/BED-BLANKETS/POMO-DAU-BLANKET/169459/sc/1759/c/1823/pc/1816.uts

–
Thank you,

Meridith

Meridith Z. Stanton
Director
Indian Arts and Crafts Board
Office of the Secretary
MS 2528-MIB
U.S. Department of the Interior
Washington, D.C. 20240
202-208-3773 (main)
202-208-3889 (direct)
1-888-Art-Fake (toll free)
202-208-4382 (fax)

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–

Meridith Z. Stanton
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Indian Arts and Crafts Board
Office of the Secretary
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HOME & BLANKETS

Retired Favorites
Home Collections
Blankets
Throws
Native American Inspired
Bed Blankets
Throws / Saddle Blankets
Baby Blankets
Tribute Series Blankets
Heritage Collection
Legendary Series
American Indian College Fund
Portland Collection Blankets
Shawls
Pillows / Shams
Decorative Pillows
Bedding Coordinates
Furniture
Rugs
Bath
Tabletop And Linens
Home Decor / Gifts
Travel And Take Alongs
Fabric
For Little Ones
Eco Wise Wool
Portland Collection Blankets
Thomas Kay For Home
5 Star Blankets

RECENTLY VIEWED

Shown In BROWN/TAN

AVAILABLE COLORS (CLICK TO VIEW)

ALTERNATE VIEWS (CLICK TO VIEW)

POMO DAU BLANKET

71721

★★★★★ 5 / 5

read 1 review write a review follow this product

To the Pomo, a basket is no mere object. It can be a tool, an honor, a gift, an industry or an art. It comes to you in a dream and stays with you in death, a thing with a spirit and a story all its own. And in every basket the weaver leaves a small break in the pattern, anything from a single stitch to a new design. This is the Dau, the "door" through which a basket's spirit is allowed to pass, to inspect completed baskets and fill them with energy. A portion of the proceeds from this blanket will be donated to the American Indian College Fund to help support tribal colleges. Unnapped, whipstitch binding. 82% pure virgin wool/18% cotton. Dry clean. Made in the USA. 64" x 80.
(more information)

$299.00

Select Size

Select Color

ADD MONOGRAMMING
(WHAT IS AN EMBROIDERED MONOGRAM?)

ADD EMBROIDERY
(WHAT IS EMBROIDERED PERSONALIZATION?)

ADD HANGING TABS - $32.00 EACH BLANKET
(WHAT ARE HANGING TABS?)

QUANTITY 1 ADD TO BAG

Like 8

ADD TO WISH LIST EMAIL A FRIEND

MORE IDEAS

THREE CORN MAIDENS SADDLE BLANKET
$198.00

WATER BLANKET
$299.00

RAVEN AND THE BOX OF KNOWLEDGE
$299.00

LEARN MORE SIZE CHART FABRIC/CARE CUSTOMER REVIEWS

American Indian College Fund
The American Indian College Fund is a Native American-operated organization dedicated to education. More than 30 tribal colleges serve American Indian students from every geographic region in the United States. They are beacons of hope for social and economic change in the communities they serve. The fund provides educational opportunities for students and disburses 6,000 scholarships annually. For a century, Pendleton Woolen Mills has maintained a mutual respect for our original customers, Native Americans. That is one of many reasons we support this philanthropic partnership. When you purchase an American Indian College Fund Blanket, a portion of the proceeds goes to help tribal colleges. To learn more about the fund, call 1-800-776-3863 or visit www.collegefund.org.

Customer Service Request A Catalog Gift Cards About Us Pendleton Heritage Blogs
Call 1-800-649-1512 for questions related to an existing order | Call 1-800-760-4844 for store locations and other inquiries
©2014 Pendleton Woolen Mills Privacy & Security Terms of Use Indian Arts and Crafts Act Site Map

Fwd: DOJ-FPB

Stanton, Meridith <meridith_stanton@ios.doi.gov> Fri, Jun 28, 2013 at 12:37 PM
To: Ashley Fry <Ashley_Fry@ios.doi.gov>, Ken <Kenneth_Van_Wey@ios.doi.gov>

——— Forwarded message ———
From: **Heindl, Jennifer** <jennifer.heindl@sol.doi.gov>
Date: Fri, Jun 28, 2013 at 11:34 AM
Subject: Re: DOJ-FPB
To: "Stanton, Meridith" <meridith_stanton@ios.doi.gov>

Hi Meredith,

[redacted]

Thanks,
Jennifer

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

Division of General Law

Branch of General Legal Services

Voice: 202-208-7094

Fax: 202-219-1790

On 28 June 2013 10:36, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:
Hi Jennifer,

[redacted] I will be signing the revised MOU as soon as they have their Chief sign and date the agreement, and forward it to the IACB.

In the meantime, I was wondering if you'd had a chance to meet with Rachel to discuss the latest with the PWM matter, and if you have heard from Patrick.

Best Regards,

Meridith

–

Meridith Z. Stanton
Director
Indian Arts and Crafts Board
Office of the Secretary
MS 2528-MIB
U.S. Department of the Interior
Washington, D.C. 20240
202-208-3773 (main)
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Letter to Pendleton - 6-27-13.docx
45K

Re: email from phil brader

VanWey, Kenneth <kenneth_van_wey@ios.doi.gov> Wed, Jun 19, 2013 at 2:29 PM
To: "Fry, Ashley" <ashley_fry@ios.doi.gov>
Cc: "Stanton, Meridith" <meridith_stanton@ios.doi.gov>

Interesting. I'm not entirely sure what to make of it, based just on the info there, but I'm glad he's doing something.

On Wed, Jun 19, 2013 at 2:14 PM, Fry, Ashley <ashley_fry@ios.doi.gov> wrote:
[redacted]

On Wed, Jun 19, 2013 at 1:30 PM, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:
Note the 11 infringer table pdf at the bottom of the June 18, 2013, [redacted]

Any thoughts?

I think he actually do some good work....
–

Meridith Z. Stanton
Director
Indian Arts and Crafts Board
Office of the Secretary
MS 2528-MIB
U.S. Department of the Interior
Washington, D.C. 20240
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INFRINGEMENT LETTER STATUS

STATUS AS OF: 06/30/2013

INFRINGER TYPE	LETTERS TO	LETTER DATE	PROOF of DELIVERY	RESPONSES
INFRINGERS OF IACA and TRADEMARKS				
[redacted]				
PROBLEM INFRINGERS LIKE				
[redacted]				

INFRINGEMENT LETTER STATUS

STATUS AS OF: 06/30/2013

INFRINGER TYPE	LETTERS TO	LETTER DATE	PROOF of	RESPONSES
[redacted]				
GRAY INFRINGERS				
[redacted]				
PROBLEM INFRINGERS				
[redacted]				

NAVAJO BRANDS HOLDING, INC. (NBHI)
INTELLECTUAL PROPERTY STANDING INFORMATION
AND
COMPLAINT
June 17, 2013

NBHI IP STANDING INFORMATION

In 2007, Navajo Brands Holding, Inc. (NBHI)[1] of Austin, TX and the Navajo Nation, Window Rock, AZ, entered into a 75-year Master License Agreement (MLA)[2][3] giving NBHI the exclusive, worldwide rights to use the "NAVAJO"® name in Trademark International Classifications (IC) 003, 009, 018, 020, 021, 024, **025**, 034, and 035[4], and in other currently unmarked classifications.

The following 3 "NAVAJO"® Trademarks in IC 025 are the subject of this Notice: 2061748, 2237848, & 2976666. At this time, we are claiming that the listings enumerated below are infringing on our IC 025 Marks and License rights. In addition, we believe that they are also in contravention of the 1935 and the 1990 Indian Arts and Crafts Act (IACA) [5].

Notes:

1. Navajo Jeans Inc., founded in 1994, became Navajo Brands Holding, Inc. on 07/30/2008.
2. The 2007 MLA superseded an earlier master license codified in 1994.
3. A copy of the 2007 MLA is a part of the Patent & Trademark Office (PTO) record in each of the 22 Trademark Applications filed by NBHI since 1994, 13 of which Registered. Interested parties may see the MLA in the Documents section of the referenced Trademarks on the PTO site.
4. By Agreement, the ownership of each Trademark acquired by NBHI is transferred to the Navajo Nation soon after Registration.
5. The Act states: *It is illegal to market or display for sale , or sell any art or craft product in a manner that falsely suggests it is Indian produced, an Indian product, or the product of a particular Indian or Indian Tribe or Indian arts and crafts organization, resident within the United States.* The Act covers all of the 566 Federally-recognized tribes, which includes the Navajo Nation and the NAVAJO® name.

NBHI INFRINGEMENT COMPLAINT

NBHI did a search on your site on 06/17/2013 on the search term: "navajo jeans". The search yielded approximately 123 items, the bulk of which are infringing on our NAVAJO® Trademarks.

At this time, we are particularly interested in having the Navajo name removed from the Ralph Lauren and the Isabel Marant items contained in the search. Specifically, there are 6 Lauren items, and 2 Marant items.

In 2012, the Navajo Nation's Department of Justice sent the Ralph Lauren Company (New York, NY) a "cease and desist" on the use of the NAVAJO® name on apparel. Lauren agreed that they would not use the name going forward. A few weeks ago, NBHI sent Isabel Marant (Paris, France) a cease and desist on the use of the NAVAJO® name on apparel in the U.S. Marant agreed that they would not use the name in the U.S. going forward.

Please note that we have NO desire to deny your customer the right to sell his/her product on E-Bay, or elsewhere. Rather, we are simply requesting that the "NAVAJO"® name be removed from the listing.

Accordingly, we are requesting that you have your customers remove the "NAVAJO"® name from the 8 listings contained in this submittal.

Kind regards,

/p.brader/

Phillip N. Brader
Navajo Brands Holding, Inc.
Austin, TX
(512) 261-9007
(512)633-6845

INFRINGEMENT LETTER STATUS

STATUS AS OF: 06/30/2013

INFRINGER TYPE	LETTERS TO	LETTER DATE	PROOF of DELIVERY	RESPONSES
INFRINGERS OF IACA and TRADEMARKS				
[redacted]				
PROBLEM INFRINGERS LIKE				
[redacted]				

INFRINGEMENT LETTER STATUS

STATUS AS OF: 06/30/2013

INFRINGER TYPE	LETTERS TO	LETTER DATE	PROOF of	RESPONSES
[redacted]				
GRAY INFRINGERS				
[redacted]				
PROBLEM INFRINGERS				
[redacted]				

EBAY
INFRINGMENT ITEMS
on June 17, 2013

ebay Shop by category

All Categories Sear

Back to search results | Listed in category: Clothing, Shoes & Accessories > Women's Clothing > Jeans

RALPH LAUREN Southwestern BEADED Navajo CONCHO Petite JEANS 6P

Item condition: **Pre-owned**
"Good, gently used condition"

Time left: 15d 11h (Jul 02, 2013 17:34:09 PDT)

Price: **US $34.99**

Buy It Now

Add to cart

1 watcher

Add to Watch list

BillMeLater **New customers get $10 back on 1st purchase**
Subject to credit approval. See terms

Shipping: **$6.00** Expedited Shipping | See details
Item location: **Oxnard, California, United States**
Ships to: **Worldwide**

Delivery: Estimated between **Thu. Jun. 20 and Fri. Jun. 21**

Payments: PayPal, Bill Me Later | See details

Returns: 14 days money back, buyer pays return shipping | Read details

eBay Buyer Protection
Covers your purchase price plus original shipping.
Learn more

Seller information
sadie-le-meux (600)
99.8% Positive feedback

Save this seller
See other items
Visit store: Sadie Le Meux

June 17, 2013

ebay Shop by category

All Categories

Back to search results | Listed in category: Clothing, Shoes & Accessories > Women's Clothing > Jeans

NWT Ralph Denim Supply Ikat Navajo Jeans Skinny Boho/Skirt Short 27 28 29 30 31

Item condition: **New with tags**

Size Type: Regular

Bottoms Size (Women's): - Select -
- Select -
27 in.
28 in.
29 in.
30 in.
31 in.
32 in.

Quantity:

Price:

Buy It Now

Add to cart

Add to Watch list

BillMeLater **New customers get $10 back on 1st purchase**
Subject to credit approval. See terms

Shipping: **$7.99** Economy Shipping | See details
Item location: **Seattle, Washington, United States**
Ships to: **United States**

Delivery: **Estimated between Fri. Jun. 21 and Sat. Jun. 29**

Payments: PayPal, Bill Me Later | See details

Returns: No returns or exchanges, but item is covered by eBay Buyer Protection.

Seller information
kandi1212 (466)
99.3% Positive feedback

Save this seller
See other items

WITH MILLIONS OF W
TO CUSTOMIZE YOUR
NOW IS THE TIME TO

June 17, 2013

Hi! Sign in or register | Daily Deals

My eBay Sell Community Customer S

Shop by category

All Categories

Back to search results | Listed in category: Clothing, Shoes & Accessories > Women's Clothing > Jeans

NWT Ralph Lauren Denim Supply 28 Ikat Navajo Jeans Skinny Boho/ USA Skirt Short

Item condition: **New with tags**

History: 0 sold

Size Type: Regular

Bottoms Size (Women's): 28 in.

Quantity: 1 1 available / 0 sold

Price: **US $64.99**

Buy It Now

Add to cart

1 watcher

Add to Watch list

BillMeLater **New customers get $10 back on 1st purchase**
Subject to credit approval. See terms

Shipping: **$7.99** Economy Shipping | See details
Item location: **Seattle, Washington, United States**
Ships to: **United States**

Delivery: Estimated between **Fri. Jun. 21 and Sat. Jun. 29**

Payments: PayPal, Bill Me Later | See details

Returns: No returns or exchanges, but item is covered by eBay Buyer Protection.

Seller information
kandi1212 (466)
99.3% Positive feedback

Save this seller
See other items

FOR BOOTING IN SECON
chromebook

June 17, 2013

ebay Shop by category

All Categories

Back to search results | Listed in category: Clothing, Shoes & Accessories > Women's Clothing > Jeans

Ralph Lauren White Embellished Navajo Beaded Jeans Sz 10 New No Tag, Faint Stain

Someone has watched this item in the past 24 hours.

Item condition: **New with defects**

Time left: 6d 09h (Jun 23, 2013 15:12:35 PDT)

Starting bid: **US $15.00** [0 bids]

Place bid

Enter US $15.00 or more

Price: **US $25.00**

Buy It Now

Add to cart

1 watcher

Add to Watch list

BillMeLater **New customers get $10 back on 1st purchase**
Subject to credit approval. See terms

Shipping: **$8.00** Standard Shipping | See details
Item location: **Houston, Texas, United States**
Ships to: United States and many other countries | See details

Delivery: Estimated on or before **Fri. Jun. 21** to 78734

Payments: PayPal, Bill Me Later | See details

Returns: No returns or exchanges, but item is covered by eBay Buyer Protection.

Seller information
han2besar (190)
100% Positive feedback

Save this seller
See other items

June 17, 2013

Hi! Sign in or register | Daily Deals

GEICO. Start a quote

My eBay | Sell | Community | Customer Support

ebay Shop by category

All Categories | Search

Back to search results | Listed in category: Clothing, Shoes & Accessories > Women's Clothing > Coats & Jackets

Ralph Lauren Womens Size L Navajo Style Jean Jacket Southwestern Denim Southwest

Item condition: **Pre-owned**
"In very good preowned cxondition, no rips, holes or stains!"

Time left: 3d 23h (Jun 21, 2013 10:00:58 PDT)

Price: **US $39.99**

Buy It Now

Add to cart

2 watchers

Add to Watch list

BillMeLater **New customers get $10 back on 1st purchase**
Subject to credit approval. See terms

Shipping: **$5.95** Expedited Shipping | See details
Item location: **White Haven, Pennsylvania, United States**
Ships to: **Worldwide** See exclusions

Delivery: Estimated on or before **Fri. Jun. 21** to 78734

Payments: PayPal, Bill Me Later | See details

Returns: 14 days money back or item exchange, buyer pays return shipping | Read details

eBay Buyer Protection
Covers your purchase price plus original shipping.

| Add

Seller information
backstreetstyle (965) m
100% Positive feedback

Save this seller
See other items
Visit store: backstreetstyle

ebay FASHION

STYLE STORIES

Our new blog.
Your new source of
inspiration.

See what's happening

June 17, 2013

Hi! Sign in or register | Daily Deals

GEICO Start a quote

My eBay Sell Community Customer Support Cart

ebay Shop by category

All Categories Search Advanced

Back to search results | Listed in category: Clothing, Shoes & Accessories > Women's Clothing > Suits & Blazers

RALPH LAUREN LAUREN JEANS SOUTHWESTERN NAVAJO PRINT JACKET NWT$119 SIZE L

Item condition: New with tags

History: 1 offer

Price: US $70.00

Buy It Now

Add to cart

Best Offer:

Make Offer

6 watchers

Add to Watch list

BillMeLater New customers get $10 back on 1st purchase
Subject to credit approval. See terms

Shipping: Calculate
Item location: Huntington, New York, United States
Ships to: Worldwide See exclusions

Delivery: Varies

Payments: PayPal, Bill Me Later | See details

Returns: 14 days money back, buyer pays return shipping | Read details

eBay Buyer Protection

| Add to Watch list

Seller information

mkrauz (3960)

100% Positive feedback

Top Rated Plus

Save this seller

See other items

Visit store: MERRY'S COMFY CLOT...

ebay Get the free eBay Mobile App

Enter your mobile phone number and we'll text a link to your phone to download the app.

Send

This is my phone, and I understand that my service provider may charge me for text messages.

June 17, 2013

Hi! Sign in or register | Daily Deals

GEICO. Start a quote

My eBay Sell Community Customer Support

ebay Shop by category

All Categories Search

Back to search results | Listed in category: Clothing, Shoes & Accessories > Women's Clothing > Jeans

ISABEL-MARANT-Renell-Navajo-Skinny-Jean-Sz-2-COLLECTORS-ITEM

ISABEL MARANT Renell Navajo Skinny Jean Sz 2 COLLECTORS ITEM!

Item condition: **New without tags**

Time left: 6d 10h (Jun 23, 2013 20:37:43 PDT)

US $259.99 [0 bids]

Place bid

Enter US $259.99 or more

Price: **US $339.99**

Buy It Now

Add to cart

7 watchers

Add to Watch list

BillMeLater **Spend $99+ and get 6 months to pay**
Subject to credit approval. See terms

Shipping: **$12.99** Standard Shipping | See details
Item location: **La Mesa, California, United States**
Ships to: **Worldwide**

Delivery: Estimated on or before **Thu. Jun. 20** to 78734

Payments: PayPal, Bill Me Later | See details

Returns: No returns or exchanges, but item is covered by eBay Buyer Protection.

| Add

Seller information
onepinkmarkettoo (2390)
99.8% Positive feedback

Save this seller
See other items
Visit store: onepinkmarkettoo

June 17, 2013

Start a quote

ebay Shop by category

All Categories Search

Back to search results | Listed in category: Clothing, Shoes & Accessories > Women's Clothing > Pants

ISABEL MARANT RENELL NAVAJO WHITE JEANS SKINNY

Item condition: **New with tags**

Time left: 1 day 2 hours (Jun 18, 2013 12:55:08 PDT)

Price: **US $579.00**

Buy It Now

Add to cart

2 watchers

Add to Watch list

BillMeLater **Spend $99+ and get 6 months to pay**
Subject to credit approval. See terms

Shipping: $30.00 Economy Shipping from outside US | See details
International items may be subject to customs processing and additional charges.
Item location: **Castel Maggiore, Italy**
Ships to: **Worldwide** See exclusions

Delivery: Estimated between Mon. Jul. 8 and Wed. Jul. 24
Please note the delivery estimate is greater than 13 business days.
Please allow additional time if international delivery is subject to customs processing.

Payments: PayPal, Bill Me Later | See details

Returns: No returns or exchanges, but item is covered by eBay Buyer Protection.

| Add

Seller information
panfu71 (396)
100% Positive feedback

Save this seller
See other items

SAVE UP TO $6.0
on breakfast favori
Cheerios
Click for more de

June 17, 2013

Notice of Claimed Infringement

Date: June 17, 2013

eBay Inc.
Attn: eBay VeRO Program
173 W. Election
Draper, UT 84020
Fax number: (801) 757-9521
Phone: 801-545-2711 / email: vero@ebay.com

Dear eBay:

I, the undersigned, state **under penalty of perjury** that:

- I am the owner, or an agent authorized to act on behalf of the owner, of certain intellectual property rights ("IP Owner");
- I have a good faith belief that the listings identified (by item number) in the addendum attached hereto offer items or contain materials that are not authorized by the IP Owner, its agent, or the law; and
- The information in this notice is accurate.

Please act expeditiously to remove the listings identified in the addendum.

I may be contacted at (* required):

Name of IP Owner*: NAVAJO NATION / NAVAJO BRANDS HOLDING INC.

Name and title*: PHILLIP N. BRADER, CEO

Company: NAVAJO BRANDS HOLDING INC.

Address*: [redacted]

City, State, and Zip*: [redacted]

Email address (for correspondence with eBay): pbrader@austin.rr.com

Email address* (to be given to eBay sellers): ceo@navajoapparel.com

Telephone*: [redacted]

Fax: _____

In addition to the undersigned, the following persons have the proper authority to sign future Notices of Claimed Infringement on behalf of the IP Owner:

Name: _____ Email: _____
Name: _____ Email: _____
Name: _____ Email: _____

Truthfully,

/phillip n. brader/ 6/17/2013
Signature

Addendum to Notice of Claimed Infringement:
List of allegedly infringing listings, items, or materials

Note on reason codes: When identifying item numbers please use the reasons below. When removing items from our website, eBay will inform sellers of the specific reason for the removal of their items. We believe providing sellers with this information benefits all parties.

Select the most appropriate reason. Please associate each item you report with only one reason code.

Reason codes

(Note that the numbers may not appear to be sequential everywhere. This is not a mistake, but simply reflects that the reason codes are not legally applicable in all countries.)

Trademark – *item* infringement

1.1. Item(s) is a counterfeit product which infringes the trademark owner's rights.

Trademark – *listing content* infringement

2.1. Listing(s) contains unlawful comparison to trademark owner's brand name.
2.2. Listing(s) contains unlawful use of trademark (for example, an unauthorized use of stylized logo in written text). Please specify: Trademarked "NAVAJO" name in product name.

Copyright – *item* infringement

3.1. Software offered for sale is in violation of an enforceable license agreement, which constitutes a copyright infringement.
3.2. Item(s) infringes copyrights (for example, a bootleg recording of a live performance, a pirated copy of media such as software or movies, or an unlawful copy of copyrighted works such as text, paintings, or sculptures).

Copyright – *listing content* infringement

4.1. Listing(s) uses unlawful copy of copyrighted text.
4.2. Listing(s) uses unlawful copy of copyrighted image.
4.3. Listing(s) uses unlawful copy of copyrighted image and text.

Other infringement

5.1. Item(s) has been adjudged to infringe a valid and enforceable patent (requires patent registration number and identification of claims adjudged to be infringed).
5.3. Item(s) violates a celebrity's right of publicity.
5.4. Listing(s) content violates a celebrity's rights of publicity.
5.5. Other – please specify: _____

Reason code: 2.2

Work(s) infringed: Apparel items (see submitted images of Ralph Lauren Product)

Item number(s): 251284755290, 261231996087, 261222355163, 111099268992, 151013153227

Reason code 2.2

Work(s) infringed: Apparel items (see submitted images of Isabel Marant Product)

Item number(s): 130930203757, 330940607919

U.S. Department of Justice
Civil Division
Federal Programs Branch
20 Massachusetts Ave., NW
Washington, DC 20530

Patrick Nemeroff
Trial Attorney

Tel: (202)305-8727
Email: patrick.g.nemeroff@usdoj.gov

Mr. Steven B. Ungar
Lane Powell
601 SW Second Avenue, Suite 2100
Portland, OR 97204-3158

Re: Proposed settlement agreement with respect to Pendleton Woolen Mills, Inc.'s alleged violation of the Indian Arts and Crafts Act.

Dear Mr. Ungar:

This letter responds to your May 24, 2013 letter proposing a settlement agreement with respect to Pendleton's alleged violations of the Indian Arts and Crafts Act through its internet marketing of the Sioux Star Blanket ("the Blanket"). We appreciate Pendleton's willingness to engage in settlement negotiations, and believe that we are making progress toward a resolution of this matter.

In your latest communication, Pendleton offered to contribute $10,000 to the Red Cloud Indian Heritage Center in Pine Ridge, South Dakota in order to settle this matter. While we appreciate Pendleton's offer of a financial settlement, we do not believe that amount to be sufficient. We propose instead that Pendleton contribute $55,000 to Red Cloud Indian Heritage Center. We believe $55,000 is a reasonable settlement amount based on Pendleton's previous offer to donate 250 Pendleton blankets to Red Cloud Indian Heritage Center. Assuming a price of $220 per blanket, Pendleton's previous offer had a value of $55,000. While, as we have previously discussed, we do not believe a donation of blankets would be appropriate in this case, we see no reason why Pendleton's money donation should be worth anything less than its previous offer of blankets.

In making this settlement offer, we note that Pendleton faces significantly greater potential liability under the Indian Arts and Crafts Act than $55,000. Indeed, pursuant to the Act, Pendleton may be liable for damages exceeding $1 million in addition to the Indian Arts and Crafts Board's investigative costs, which totaled almost $30,000 in this case. Nonetheless, in an effort to settle this matter, we are willing to forgo the Board's investigative costs and to compromise significantly as to Pendleton's financial settlement. We hope that you will communicate the extent of this proposed compromise to Pendleton in discussing our offer.

As you noted in your May 24, 2013 letter, this offer only addresses paragraph 3(D) of the Settlement Agreement. This offer does not represent agreement to any other proposed changes

you have made to the Agreement. We hope that once we agree to a financial settlement, we will be able to quickly address the remaining provisions of the proposed Settlement Agreement.

Thank you again for your continued efforts to resolve this matter without litigation. We look forward to your response.

Best regards,

Patrick Nemeroff
Trial Attorney
Federal Programs Branch
Civil Division

Re: Fw: latest offer from Pendleton

1 message

VanWey, Kenneth <kenneth_van_wey@ios.doi.gov> Mon, Jun 10, 2013 at 5:01 PM
To: Meridith Stanton <meridith_stanton@ios.doi.gov>
Cc: Ashley Fry <Ashley_Fry@ios.doi.gov>

[redacted]

On Mon, Jun 10, 2013 at 4:14 PM, Meridith Stanton <meridith_stanton@ios.doi.gov> wrote:
Your thoughts?

From: Heindl, Jennifer [mailto:jennifer.heindl@sol.doi.gov]
Sent: Monday, June 10, 2013 12:29 PM
To: Meridith Stanton <meridith_stanton@ios.doi.gov>; Rachel Spector <rachel.spector@sol.doi.gov>
Subject: latest offer from Pendleton

Hi Meredith,
Here is the latest from Pendleton. [redacted]
When you are available, let's talk.
Thanks,
Jennifer

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

Division of General Law

Branch of General Legal Services

Voice: 202-208-7094

Fax: 202-219-1790

latest offer from Pendleton

Heindl, Jennifer <jennifer.heindl@sol.doi.gov> Mon, Jun 10, 2013 at 3:29 PM
To: Meridith Stanton <meridith_stanton@ios.doi.gov>, Rachel Spector <rachel.spector@sol.doi.gov>

Hi Meredith,
Here is the latest from Pendleton. [redacted]
When you are available, let's talk.
Thanks,
Jennifer

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

Division of General Law

Branch of General Legal Services

Voice: 202-208-7094

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Letter to P Nemeroff re Pendleton 05-24-2013.pdf
65K

LANE POWELL
ATTORNEYS & COUNSELORS

STEVEN B. UNGAR
503.778.2064
ungars@lanepowell.com

May 24, 2013

VIA ELECTRONIC MAIL

Mr. Patrick G. Nemeroff Esq.
Trial Attorney
U.S. Department of Justice
Civil Division, Federal Programs Branch
20 Massachusetts Avenue NW, Room 5381
Washington DC 20529-2099

Re: Proposed Settlement Offer: Pendleton Woolen Mills and Indian Arts and Crafts Board

Dear Mr. Nemeroff:

During last week's conversation, we went back and forth about our clients' respective positions and, at that point, there was no meeting of the minds, and neither party would accept the others' offer. I think it is fair to say that both offers have been rejected by the other party.

I then conferred with our client and discussed your Department's policy and your client's preference to reach agreement in this case by way of a financial settlement, incorporating the language of the Settlement Agreement document proposed previously (and the language which you indicated was acceptable – except for the provision regarding consideration).

That said, Pendleton Woolen Mills offers to fully settle this matter, as described in my previous proposal, by contributing the amount of $10,000 to the Red Cloud Indian Heritage Center in Pine Ridge, South Dakota. This figure is not offered arbitrarily, as I will explain. Using a standard accounting protocol for this purpose, we multiplied the total amount of gross sales of the Sioux Star blanket since 2005 (as previously stated, $108,290), by the company's approximate net income from its Home catalog during this period. The resulting amount of net income is approximately $10,000, the amount offered herein.

So there is no misunderstanding, the above offer to make a $10,000 contribution would replace paragraph 3(D) of the Settlement Agreement, which provided that our client would manufacture and contribute customized blankets.

If this contribution is acceptable to your client, we should then revisit the Settlement Agreement, ensure that all terms remain agreeable to our clients, and then take steps to finalize it. (Please note that I have not taken the time to re-draft the entire agreement, preferring, rather, to know in advance whether your client will accept this proposal).

Thank you for your prompt attention to this matter. I know we all wish to reach a fair compromise and put it behind us. This will hopefully accomplish that.

Best regards,

LANE POWELL PC

Steven B. Ungar

SBU/rr

005436.0665/5684747.2

Stanton, Meridith <meridith_stanton@ios.doi.gov>

Pendleton

1 message

Heindl, Jennifer <jennifer.heindl@sol.doi.gov> Wed, May 29, 2013 at 11:25 AM
To: Meridith Stanton <meridith_stanton@ios.doi.gov>
Cc: Rachel Spector <rachel.spector@sol.doi.gov>

Hi,
So Pendleton did not actually get back to Patrick last week. He said he will check in with them and see what's up.
Thanks,

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

Division of General Law

Branch of General Legal Services

Voice: 202-208-7094

Fax: 202-219-1790

LANE POWELL
ATTORNEYS & COUNSELORS

STEVEN B. UNGAR
503.778.2064
ungars@lanepowell.com

May 24, 2013

VIA ELECTRONIC MAIL

Mr. Patrick G. Nemeroff Esq.
Trial Attorney
U.S. Department of Justice
Civil Division, Federal Programs Branch
20 Massachusetts Avenue NW, Room 5381
Washington DC 20529-2099

Re: Proposed Settlement Offer: Pendleton Woolen Mills and Indian Arts and Crafts Board

Dear Mr. Nemeroff:

During last week's conversation, we went back and forth about our clients' respective positions and, at that point, there was no meeting of the minds, and neither party would accept the others' offer. I think it is fair to say that both offers have been rejected by the other party.

I then conferred with our client and discussed your Department's policy and your client's preference to reach agreement in this case by way of a financial settlement, incorporating the language of the Settlement Agreement document proposed previously (and the language which you indicated was acceptable – except for the provision regarding consideration).

That said, Pendleton Woolen Mills offers to fully settle this matter, as described in my previous proposal, by contributing the amount of $10,000 to the Red Cloud Indian Heritage Center in Pine Ridge, South Dakota. This figure is not offered arbitrarily, as I will explain. Using a standard accounting protocol for this purpose, we multiplied the total amount of gross sales of the Sioux Star blanket since 2005 (as previously stated, $108,290), by the company's approximate net income from its Home catalog during this period. The resulting amount of net income is approximately $10,000, the amount offered herein.

So there is no misunderstanding, the above offer to make a $10,000 contribution would replace paragraph 3(D) of the Settlement Agreement, which provided that our client would manufacture and contribute customized blankets.

If this contribution is acceptable to your client, we should then revisit the Settlement Agreement, ensure that all terms remain agreeable to our clients, and then take steps to finalize it. (Please note that I have not taken the time to re-draft the entire agreement, preferring, rather, to know in advance whether your client will accept this proposal).

Thank you for your prompt attention to this matter. I know we all wish to reach a fair compromise and put it behind us. This will hopefully accomplish that.

Best regards,

LANE POWELL PC

Steven B. Ungar

SBU/rr

005436.0665/5684747.2

Re: Pendleton Woolen Mills

Stanton, Meridith <meridith_stanton@ios.doi.gov> Fri, May 17, 2013 at 6:47 PM
To: Jennifer Heindl <Jennifer.Heindl@sol.doi.gov>
Cc: Rachel Spector <rachel.spector@sol.doi.gov>, Ashley Fry <Ashley_Fry@ios.doi.gov>

Jennifer,

I spoke with IACB Commissioner Chuck Harwood and he will let Mort know that under advice of the our attorneys he cannot engage them in conversation regarding the matter on which Mort is calling.

I also asked the remaining Commissioners not to engage in conversation regarding this Act matter in the event Mort or his associates contact them.

Thank you for all of your excellent work on this matter!

Meridith

On Fri, May 17, 2013 at 2:56 PM, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:
FYI - I just received this from IACB Commissioners Harwood. He is also Acting Director of the FTC Bureau of Consumer Protection. I will call him, but I assume that Mort is reaching out to all the five Commissioners.

——— Forwarded message ———
From: **Harwood, Charles A.** <charwood@ftc.gov>
Date: Fri, May 17, 2013 at 2:35 PM
Subject: Pendleton Woolen Mills
To: "Meridith_Stanton@ios.doi.gov" <Meridith_Stanton@ios.doi.gov>

Meridith,

Mort Bishop, President of Pendleton Woolen Mills, called and left me a message about something related to DOJ and, I assume, the IACB. Any idea what this is about? Chuck
Charles Harwood
FTC, Bureau of Consumer Protection

Sent from my Blackberry

–

Meridith Z. Stanton
Director
Indian Arts and Crafts Board
Office of the Secretary
MS 2528-MIB
U.S. Department of the Interior

Washington, D.C. 20240
202-208-3773 (main)
202-208-3889 (direct)
1-888-Art-Fake (toll free)
202-208-4382 (fax)

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–

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Re: Pendleton Woolen Mills

1 message

Heindl, Jennifer <jennifer.heindl@sol.doi.gov> Fri, May 17, 2013 at 3:43 PM
To: "Stanton, Meridith" <meridith_stanton@ios.doi.gov>
Cc: Rachel Spector <rachel.spector@sol.doi.gov>

Hi Meredith,
I have communicated IACB's concerns with these sorts of contacts, suggested that they are not conducive to productive negotiation, and encouraged him to address them in his discussions with Pendleton's lawyers.
Thanks,
Jennifer

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

Division of General Law

Branch of General Legal Services

Voice: 202-208-7094

Fax: 202-219-1790

On 17 May 2013 14:56, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:

FYI - I just received this from IACB Commissioners Harwood. He is also Acting Director of the FTC Bureau of Consumer Protection. I will call him, but I assume that Mort is reaching out to all the five Commissioners.

——— Forwarded message ———
From: **Harwood, Charles A.** <charwood@ftc.gov>
Date: Fri, May 17, 2013 at 2:35 PM
Subject: Pendleton Woolen Mills
To: "Meridith_Stanton@ios.doi.gov" <Meridith_Stanton@ios.doi.gov>

Meridith,

Mort Bishop, President of Pendleton Woolen Mills, called and left me a message about something related to DOJ and, I assume, the IACB. Any idea what this is about? Chuck
Charles Harwood
FTC, Bureau of Consumer Protection

Sent from my Blackberry

–

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BISON CONNECT

Stanton, Meridith <meridith_stanton@ios.doi.gov>

Re: Pendleton counteroffer

1 message

Heindl, Jennifer <jennifer.heindl@sol.doi.gov> Thu, Mar 21, 2013 at 11:38 AM
To: "Stanton, Meridith" <meridith_stanton@ios.doi.gov>
Cc: Rachel Spector <rachel.spector@sol.doi.gov>

I can meet with you any time to get your views on the current counter offer. But a discussion of next steps should probably include Rachel, and Mark may wish to participate as well. I have provided briefing to Rachel, and we will brief Mark as soon as possible. Rachel is in meetings today, but I will check with her tomorrow to see if we can arrange a time to meet with Mark.
Thanks,

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

Division of General Law

Branch of General Legal Services

Voice: 202-208-7094

Fax: 202-219-1790

On 20 March 2013 10:39, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:

Jennifer,

Thank you for dropping off the printed documents. I have shared them with Ashley and we have discussed. When can we meet with you to discuss next steps?

Thank you,

Meridith

On Tue, Mar 19, 2013 at 4:59 PM, Heindl, Jennifer <jennifer.heindl@sol.doi.gov> wrote:

Hi Meredith,
Here is the counter-offer from Pendleton. Briefed Rachel today, and will brief Mark later this week. Then would like to discuss with you, and (separately) Patrick.
Thanks,

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

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–

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Re: Pendleton civil case

Stanton, Meridith <meridith_stanton@ios.doi.gov> Wed, Mar 20, 2013 at 8:40 AM
To: "Stanton, Robert" <robert_stanton@ios.doi.gov>

Will do!

On Wed, Mar 20, 2013 at 8:33 AM, Stanton, Robert <robert_stanton@ios.doi.gov> wrote:

Hello Meridith,

I appreciate the update. Please proceed in meeting with the SOL-GL andsubsequently circle back to me.

Thank you.

Bob Stanton
208-3219

On Tue, Mar 19, 2013 at 7:25 PM, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:

Mr. Stanton,

[redacted]

I am to meet with SOL-GL, hopefully, this week to discuss next steps. If you would like to participate, I can work with Kiren to try to arrange a date/time that would work for you and SOL-GL. Otherwise, I can meet with SOL-GL and then circle back to you at your convenience with the summary of the meeting. Whatever works best for you.

Best Regards,

Meridith

–

Meridith Z. Stanton
Director
Indian Arts and Crafts Board
Office of the Secretary
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VanWey, Kenneth <kenneth_van_wey@ios.doi.gov>

Re: Pendleton counteroffer

1 message

Stanton, Meridith <meridith_stanton@ios.doi.gov> Tue, Mar 19, 2013 at 5:37 PM
To: Ashley Fry <Ashley_Fry@ios.doi.gov>, Ken <Kenneth_Van_Wey@ios.doi.gov>

I told her I still can't open these. Can you?

On Tue, Mar 19, 2013 at 5:28 PM, Heindl, Jennifer <jennifer.heindl@sol.doi.gov> wrote:

Let me know if it doesn't come through this way.
Thanks,

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

Division of General Law

Branch of General Legal Services

Voice: 202-208-7094

Fax: 202-219-1790

On 19 March 2013 17:07, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:

Hi Jennifer. Can you please resend. I am having trouble opening the attachment? Meridith

On Tue, Mar 19, 2013 at 4:59 PM, Heindl, Jennifer <jennifer.heindl@sol.doi.gov> wrote:

Hi Meredith,
Here is the counter-offer from Pendleton. Briefed Rachel today, and will brief Mark later this week. Then would like to discuss with you, and (separately) Patrick.
Thanks,

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

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–

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Stanton, Meridith <meridith_stanton@ios.doi.gov>

Re: Pendleton counteroffer

1 message

Heindl, Jennifer <jennifer.heindl@sol.doi.gov> Tue, Mar 19, 2013 at 5:36 PM
To: "Stanton, Meridith" <meridith_stanton@ios.doi.gov>
Cc: Rachel Spector <rachel.spector@sol.doi.gov>

Trying again. I am also sending to Rachel to see if she can open.
Thanks,

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

Division of General Law

Branch of General Legal Services

Voice: 202-208-7094

Fax: 202-219-1790

On 19 March 2013 17:32, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:

Jennifer,

Not sure why but I still can't open the attachments. Should I come up to your office to get print outs?

Meridith
On Tue, Mar 19, 2013 at 5:28 PM, Heindl, Jennifer <jennifer.heindl@sol.doi.gov> wrote:
Let me know if it doesn't come through this way.
Thanks,

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

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Meridith Z. Stanton
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202-208-4382 (fax)

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–

Meridith Z. Stanton
Director
Indian Arts and Crafts Board
Office of the Secretary
MS 2528-MIB
U.S. Department of the Interior
Washington, D.C. 20240
202-208-3773 (main)
202-208-3889 (direct)
1-888-Art-Fake (toll free)
202-208-4382 (fax)

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3 attachments

Pendleton-DOJ Settlement Agreement Counteroffer 03-14-2013.pdf
372K

Pendleton-DOJ Settlement Agreement Counteroffer Cover Letter 03-14-2013.PDF
233K

Pendleton-DOJ Settlement Agreement Counteroffer Redlined 03-14-2013.pdf
1139K

March 14, 2013

Please deliver to:

Meredith Z. Stanton, Director
United States Department of the Interior
Indian Arts and Crafts Board
Washington, DC 20240

Sent via Pendleton's counsel, through:

Patrick G. Nemeroff, Esq.
Trial Attorney
U.S. Department of Justice
Civil Division, Federal Programs Branch
20 Massachusetts Avenue NW, Room 5381
Washington, DC 20529-2099

Re: Proposed Settlement: Pendleton Woolen Mills and Indian Arts and Crafts Board

Dear Ms. Stanton:

I am writing on behalf of Pendleton Woolen Mills, a 6-generation family-owned company since 1863. Pendleton is recognized as a symbol of American heritage, authenticity and craftsmanship, operating two of only a handful of woolen mills left in the United States. We take great pride in our "Warranted To Be" standard of quality and the manner in which our company conducts day to day business. This is reflected in the loyalty of our customers, who buy Pendleton products, cherish them and give them as gifts on the most special occasions.

An integral part of the Pendleton heritage is our long-term relationship with Native American peoples, spanning more than a century. We value this relationship generally and on a personal level as well, with our family members and employees enjoying heart-felt and mutually beneficial relationships with tribal officials and members over many years.

Against this backdrop, we were candidly caught off guard, to say the least, when your office and then the U.S. Department of Justice notified us that we were allegedly violating the Indian Arts and Crafts Act. While certainly we were aware of the law, we believed in good faith that we were fully in compliance. It is a modern fact of life for any company like ours, that this type of situation requires legal advice to help us sort through the legal issues and then determine the appropriate course of action. I trust that you and your Board know that we promptly made changes to our website and print materials, primarily revising "Native American" to "Native American Inspired" in describing our products which fall within that category and taking numerous other actions which were requested by Mr. Nemeroff on the IACB's behalf and consistent with the Indian Arts and Crafts Act (IACA). We also conveyed through our attorney, Mr. Steven Ungar, our sincere desire to resolve – not litigate – this matter to put it behind us in a way that properly honors Pendleton's relationship with the Native American community.

Beyond that, however, I want to personally emphasize that the current negotiations which will hopefully lead to resolution in the very near future are intended to accomplish broader goals as well. Pendleton enjoys a healthy and mutually beneficial relationship with tribal members throughout Indian Country. In honoring and upholding these relationships, we desire to forge a path alongside the Indian Arts and Crafts Board to be even better stewards of Native American Inspired designs and products which bear the Pendleton name. And we pledge to do this not just for today or tomorrow but "the long pull," providing opportunities for Native American communities and artisans who also take pride in Pendleton products.

It is our intent, after the legal aspects are behind us, to work collaboratively with your Board. Pendleton wants to continue as a positive example both in our industry, higher education and other sectors which impact Native American life. I have instructed Mr. Ungar to formally convey our offer to Mr. Nemeroff and I want to state it to you directly: I will meet with you and any members of the Board who can also meet, in Washington DC or elsewhere, to finalize this resolution, if necessary, and more importantly, to begin a new dialogue on how Pendleton can constructively work with the Board and take important steps in implementing the IACA's letter and spirit.

We appreciate your consideration. Please do not hesitate to contact me directly or if you prefer through our legal counsel. With all good wishes, we remain.

Sincerely,

Mort Bishop III

Mort Bishop III
President

CMBIII/vja

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into between the United States of America ("United States"), on behalf of the Indian Arts and Crafts Board ("IACB"), and Pendleton Woolen Mills, Inc. ("Pendleton"). The purpose of this Agreement is to fully and finally resolve all matters between the United States, the IACB, and Pendleton arising from Pendleton's prior sales of the Pendleton Sioux Star Blanket. This Agreement is made with reference to the following:

WHEREAS, the United States and the IACB allege, as follows: Starting in 2005, Pendleton marketed on its website the Sioux Star Blanket in a manner that inaccurately suggested that the Pendleton item referred to as the "Sioux Star Blanket" was an Indian product; Pendleton marketed the Sioux Star Blanket in a section of its website labeled "Native American"; the Sioux Star Blanket was named after a well-known Sioux symbol; the website image of the product depicted what appeared to be a genuine Sioux blanket; the accompanying description of the Sioux Star Blanket did not make sufficiently clear that the Blanket was not produced by genuine Indian artisans; and the Sioux Star Blanket did not qualify as an "Indian product" as that term is defined in the Indian Arts and Crafts Act; and

WHEREAS, counsel for Pendleton represented to the United States that, since 2005, Pendleton has sold approximately 570 Sioux Star Blankets through its website, with gross sales totaling $108,290; and

WHEREAS, the United States and the IACB allege that Pendleton's Internet marketing of the Sioux Star Blanket constitutes a violation of the Indian Arts and Crafts Act, 25 U.S.C. § 305e; in order to address this alleged violation, the IACB notified Pendleton by letter on January 12, 2010, that its Internet marketing of the Sioux Star Blanket may be in violation of the Indian Arts and Crafts Act, 25 U.S.C. § 305e, after which Pendleton was notified by the United

States that a civil action had been authorized based on an alleged violation of the Indian Arts and Crafts Act, 25 U.S.C. § 305e; and

WHEREAS, in response to requests from the United States, Pendleton altered its Internet marketing of the Sioux Star Blanket by changing the name of the "Native America" section of its website to "Native American Inspired," changing the name of the "Sioux Star Blanket" to the "Plains Star Blanket," and editing the accompanying description of the product to state that it was not an authentic Indian product, along with other changes consistent with the letter and spirit of the Indian Arts and Crafts Act; and

WHEREAS, the United States and the IACB claim that, pursuant to the Indian Arts and Crafts Act, 25 U.S.C. § 305e, for this alleged first-time violation, Pendleton is liable for a penalty of up to $1 million, in addition to the costs of the IACB's investigation; and

WHEREAS, although Pendleton disagrees with the claims and liability asserted by the United States and the IACB, it is the mutual desire of the parties to this Agreement to resolve all matters arising out of Pendleton's Internet marketing of the Sioux Star Blanket with finality and without the need for litigation. NOW, THEREFORE, it is agreed as follows:

1. This Agreement is entered into by the parties without any admission of liability by Pendleton or any Pendleton officer, director, employee, agent or representative.

2. In consideration of this settlement, Pendleton agrees to make, or to maintain, the following changes to its marketing of Native American themed products:

A. Pendleton will not include a "Native American" section on its website, in its print catalogs, or in materials provided to retailers. Pendleton may include a section named or referred to as "Native American Inspired" in any of these marketing materials;

B. To the extent that Pendleton sells the product previously named the "Sioux Star Blanket," it will be named the "Plains Star Blanket;"

C. Pendleton's Native American Inspired product descriptions will make clear that its products are not Indian products; and

D. Pendleton agrees to not include any federally recognized Native American tribal name in any of its product names without express authorization from such Native American tribe. Notwithstanding the foregoing, Pendleton may use geographic designations or other general descriptive language, and such use shall not violate this agreement, even if such geographic designation or general descriptive language may also be contained in the name of a federally recognized Native American tribe. Moreover, nothing in this agreement shall be construed to prevent accurate, descriptive, or fair references to such tribes or the use of same in general language.

3. In further consideration of this settlement, Pendleton agrees that, not later than thirty (30) days after execution of this Agreement, and for a minimum of two (2) years following execution of this Agreement by all parties, it shall include the following paragraph (hereinafter referred to as the "Paragraph") in its print catalogs, on its website, and in marketing materials it distributes to retailers of its Native American Inspired products:

> *The Indian Arts and Crafts Act of 1990 (P.L. 101-644), as amended, is a truth-in-marketing law that prohibits the offer or display for sale, or sale, of any art or craft product in a manner that falsely suggests it is Indian produced, an Indian product, or the product of a particular Indian Tribe. Covering all traditional and contemporary American Indian and Indian-style art and craftwork produced after 1935, the Act carries both criminal and civil penalties. For more information on the Act, please visit www.iacb.doi.gov.*

A. Pendleton agrees to include the Paragraph in all of its print catalogs containing Native American Inspired products.

B. Pendleton agrees to include the Paragraph on a separate page within its website labeled "Indian Arts and Crafts Act." The design, placement, and size of the Paragraph will be determined by further agreement of Pendleton and the IACB, in their good faith execution of the terms and conditions of this Agreement. A link to the "Indian Arts and Crafts Act" will be included under the "Native American Inspired" heading of Pendleton's website, as well as at the bottom of the page of any product contained within the "Native American Inspired" section of the website.

C. Pendleton agrees to include the Paragraph in marketing materials sent to its retailers of Native American Inspired products. The design, placement, and size of the Paragraph will be determined by further agreement of Pendleton and the IACB, in their good faith execution of the terms and conditions of this Agreement.

D. In further consideration of this settlement, Pendleton agrees that, following execution of this Agreement by all parties and their respective counsel, it shall perform the following additional conditions:

(1) Pendleton will provide to the Red Cloud Indian Heritage Center in Pine Ridge, South Dakota (RCIHC) a total of two hundred fifty (250) customized, first-quality blankets

(2) No later than June 1, 2013, a designated representative of the IACB will provide to a designated representative of Pendleton the design for these blankets in a form which is consistent with Pendleton's customary requirements.

(3) Pendleton shall have at least one hundred and twenty (120) days from the date it receives all required design information to complete this run of two hundred and fifty (250) customized blankets and deliver them to the RCIHC.

(4) All other details necessary for the design and manufacture of these blankets consistent with the terms this Agreement shall be coordinated and mutually agreed upon by Pendleton and the IACB, following their continued good faith communications, in order to carry out the intentions underlying this agreement. Once delivered to the RCIHC, these blankets shall become the property of the RCIHC for sale or other disposition as agreed upon solely by and between the IACB and the RCIHC.

4. This Agreement settles any and all existing and potential enforcement actions, civil actions, allegations, and claims arising out of Pendleton's marketing of the Sioux Star Blanket. This Agreement may be pleaded as a complete defense to, and may be used as a basis for an order dismissing any administrative action, enforcement action, or civil claim against Pendleton brought by the IACB, the United States, or any federally recognized Native American tribe, arising out of Pendleton's marketing of the Sioux Star Blanket.

5. Notwithstanding any other provisions of this Agreement, it is understood that, if the United States determines that Pendleton, or any of its employees, has knowingly given false, incomplete, or misleading information in the negotiations of this Agreement or in the investigation that led to this Agreement, Pendleton and/or its employees may be subject to criminal or civil proceedings.

6. Pendleton and the United States agree that neither party nor their successors or assigns will commence or pursue any action or claim against the other party or any of their

officials, representatives, officers, or employees, or former representatives, officers, or employees, in connection with this matter.

7. This Agreement was negotiated and drafted jointly by counsel for all parties hereto and shall be interpreted fairly and not against any party as the drafter thereof.

8. This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter hereof, supersedes all prior negotiations and proposed agreements, written and oral, and represents the final disposition of any and all matters, allegations, and claims arising out of Pendleton's marketing of the Pendleton Sioux Star Blanket. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement can be modified only in a writing signed by the parties.

9. This Agreement may be executed in two or more counterparts, including photocopies, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

DATED: March ___, 2013. UNITED STATES OF AMERICA

By: _____

DATED: March ___, 2013. THE INDIAN ARTS AND CRAFTS BOARD

By: _____

DATED: March 14, 2013. PENDLETON WOOLEN MILLS, INC.

By: C M Astley III

APPROVED AS TO FORM AND CONTENT:

DATED: March ___, 2013.

Patrick G. Nemeroff
United States Department of Justice
Attorney for the United States of America
and the Indian Arts and Crafts Board

DATED: March 14, 2013.

Steven B. Ungar
Lane Powell, PC
Attorneys for Pendleton Woolen Mills, Inc.

SETTLEMENT AGREEMENT

This Settlement Agreement **("Agreement")** is entered into between the United States of America ("United States"), on behalf of the Indian Arts and Crafts Board ("IACB"), and Pendleton Woolen Mills, Inc. ("Pendleton"). The purpose of this Agreement is to fully and finally resolve all matters between the United States, the IACB, and Pendleton arising from Pendleton's ~~internet~~ **prior** sales of the **Pendleton** Sioux Star Blanket. This Agreement is made with reference to the following:

WHEREAS, the United States and the IACB ~~claim that~~**allege**, ~~starting~~ **as follows: Starting** in 2005, Pendleton marketed on its website the Sioux Star Blanket in a manner that ~~falsely~~ **inaccurately** suggested that the **Pendleton item referred to as the** "Sioux Star Blanket~~.~~" was an Indian product~~:~~**;** Pendleton marketed the Sioux Star Blanket in a section of its website labeled "Native American~~;"~~ **";** the Sioux Star Blanket was named after a well-known Sioux symbol; the website image of the product depicted what appeared to be a genuine Sioux blanket; the accompanying description of the Sioux Star Blanket did not make **sufficiently** clear that the Blanket was not produced by genuine Indian artisans; and the Sioux Star Blanket did not qualify as an "Indian product**" as that term is defined in the Indian Arts and Crafts Act**; and

WHEREAS, counsel for Pendleton represented to the United States that, since 2005, Pendleton has sold approximately 570 Sioux Star Blankets through its website ~~for revenues~~ **, with gross sales** totaling ~~over $108,000~~**108,290**; and

WHEREAS, the United States and the IACB ~~assert~~ **allege** that Pendleton's ~~internet~~ **Internet** marketing of the Sioux Star Blanket constitutes a violation of the Indian Arts and Crafts Act, 25 U.S.C. § 305e; in order to address this alleged violation, the IACB notified Pendleton by letter on January 12, 2010~~.~~**,** that its ~~internet~~ **Internet** marketing of the Sioux Star Blanket ~~was~~

may be in violation of the Indian Arts and Crafts Act, 25 U.S.C. § 305e~~;~~, after which Pendleton ~~did not change its internet marketing of the Sioux Star Blanket,~~ was notified by the United States ~~sent Pendleton a letter on May 25, 2011, informing Pendleton~~ that a civil action had been authorized based on ~~these violations~~ an alleged violation of the Indian Arts and Crafts Act, 25 U.S.C. § 305e; and

WHEREAS~~, in December 2011~~, in response to requests from the United States, Pendleton altered its ~~internet~~ Internet marketing of the Sioux Star Blanket by changing the name of the "Native America" section of its website to "Native American Inspired," changing the name of the "Sioux Star Blanket" to the "Plains Star Blanket," and editing the accompanying description of the product to ~~make clear~~ state that it was not an authentic Indian product, along with other changes consistent with the letter and spirit of the Indian Arts and Crafts Act; and

WHEREAS, the United States and the IACB claim that, pursuant to the Indian Arts and Crafts Act, 25 U.S.C. § 305e, for this alleged first-time violation, Pendleton is liable for a penalty ~~in excess of~~ of up to $1 million, in addition to the costs of the IACB's investigation; and

WHEREAS, although Pendleton disagrees with the claims and liability asserted by the United States and the IACB, it is the mutual desire of the parties to this Agreement to resolve all matters arising out of Pendleton's ~~internet~~ Internet marketing of the Sioux Star Blanket with finality and without the need for litigation. NOW, THEREFORE, it is agreed as follows:

1. This ~~Settlement~~ Agreement is entered into by the parties without any admission of liability by Pendleton or any Pendleton officer, director, employee, agent or representative.

2. **In consideration of this settlement,** Pendleton agrees to make, or to maintain, the following changes to its marketing of Native American themed products:

A. ~~(a)~~Pendleton will not include a "Native American" section on its website, ~~but~~ **in its print catalogs, or in materials provided to retailers. Pendleton** may include a section named **or referred to as** "Native American Inspired" **in any of these marketing materials**;

B. To the extent that Pendleton sells the product previously named the "Sioux Star Blanket," it will be named the "Plains Star Blanket"~~;~~ **;"**

C. ~~(c)~~Pendleton's **Native American Inspired** product descriptions will make clear that its products are not Indian products; and

D. ~~(d)~~Pendleton agrees to not include any **federally recognized** Native American tribal name in any of its product names without express authorization from such Native American tribe. **Notwithstanding the foregoing, Pendleton may use geographic designations or other general descriptive language, and such use shall not violate this agreement, even if such geographic designation or general descriptive language may also be contained in the name of a federally recognized Native American tribe. Moreover, nothing in this agreement shall be construed to prevent accurate, descriptive, or fair references to such tribes or the use of same in general language.**

3. **In further consideration of this settlement,** Pendleton agrees that, not later than thirty (30) days after execution of this Agreement ~~by all parties~~, and for a minimum of two **(2)** years following execution of this Agreement by all parties, it shall include the following paragraph (hereinafter referred to as~~"~~ the "Paragraph") in its print catalogs, on its website, and

in ~~any material~~ marketing materials it distributes to ~~the~~ retailers of its Native American Inspired products:

> *The Indian Arts and Crafts Act of 1990 (P.L. 101-644), as amended, is a truth-in-marketing law that prohibits the offer or display for sale, or sale, of any art or craft product in a manner that falsely suggests it is Indian produced, an Indian product, or the product of a particular Indian Tribe. Covering all traditional and contemporary American Indian and Indian-style art and craftwork produced after 1935, the Act carries both criminal and civil penalties. For more information on the Act, please visit www.iacb.doi.gov.*

A. ~~(a)~~Pendleton agrees to include the Paragraph in all of its print catalogs~~, regardless of region or audience. The Paragraph will be placed at or near the front of the print catalog and will comprise at least one full page. Images may be used in conjunction with the Paragraph, but all images must be pre-approved by the Indian Arts and Crafts Board and must not consist of any products that Pendleton has previously marketed or is presently marketing using the name of an Indian Tribe, as defined by the Indian Arts and Crafts Act. The Indian Arts and Crafts Board's logo, in any form, will not appear in conjunction with the Paragraph or anywhere in Pendleton's print catalog~~ containing Native American Inspired products.

B. ~~(b)~~Pendleton agrees to include the Paragraph on a separate page within its website labeled "Indian Arts and Crafts Act." The ~~font of the "Indian Arts and Crafts Act" page will be easily readable and consistent with the rest of Pendleton's website. Images may be used in conjunction with the Paragraph, but all images must be pre-approved by the Indian Arts and Crafts Board and must not consist of any products that Pendleton has previously marketed or is presently marketing using the name of an Indian Tribe, as defined by the Indian Arts and Crafts Act. The Indian Arts and Crafts Board's logo, in any form, will not~~

~~appear in conjunction with the Paragraph or anywhere in Pendleton's website~~**design, placement, and size of the Paragraph will be determined by further agreement of Pendleton and the IACB, in their good faith execution of the terms and conditions of this Agreement**. A link to the "Indian Arts and Crafts Act" will be included under the "Native American Inspired" heading of Pendleton's website, as well as at the bottom of the page of any product contained within the "Native American Inspired" section of the website. ~~The link to the page will be the same font, size, and color as the other links in the "Native American Inspired" section.~~

~~(c)Pendleton agrees to include the Paragraph in a separate page within the materials sent to each of its retailers, including national and local retailers. The page will be at least 5" by 7" and will be a weight and quality that is consistent with the other materials Pendleton provides to its retailers. Images may be used in conjunction with the Paragraph, but all images must be pre-approved by the Indian Arts and Crafts Board and must not consist of any products that Pendleton has previously marketed or is presently marketing using the name of an Indian Tribe, as defined by the Indian Arts and Crafts Act. The Indian Arts and Crafts Board's logo, in any form, will not appear in conjunction with the Paragraph or anywhere in Pendleton's materials that it provides to its retailers.~~

C. Pendleton agrees to include the Paragraph in marketing materials sent to its retailers of Native American Inspired products. The design, placement, and size of the Paragraph will be determined by further agreement of Pendleton and the IACB, in their good faith execution of the terms and conditions of this Agreement.

D. In further consideration of this settlement, ~~4.~~Pendleton agrees that, ~~not later than thirty (30) days after~~ following execution of this Agreement by all parties and their respective counsel, it shall ~~donate to the Red Cloud Indian Heritage Center in Pine Ridge, South Dakota an amount of Two Hundred and Fifty Thousand dollars ($250,000). Pendleton agrees that, not later than thirty (30) days after execution of this Agreement by all parties and their respective counsel, it shall pay to the IACB the cost of its investigation into this matter, totaling Twenty-Eight Thousand Five Hundred Forty-Three dollars ($28,543).~~ perform the following additional conditions:

(1) ~~5.~~Pendleton will provide to the Red Cloud Indian Heritage Center in Pine Ridge, South Dakota (RCIHC) a total of two hundred fifty (250) customized, first-quality blankets

(2) No later than June 1, 2013, a designated representative of the IACB will provide to a designated representative of Pendleton the design for these blankets in a form which is consistent with Pendleton's customary requirements.

(3) Pendleton shall have at least one hundred and twenty (120) days from the date it receives all required design information to complete this run of two hundred and fifty (250) customized blankets and deliver them to the RCIHC.

(4) All other details necessary for the design and manufacture of these blankets consistent with the terms this Agreement shall be coordinated and mutually agreed upon by Pendleton and the IACB, following their continued good faith communications, in order to carry out the intentions underlying this agreement. Once delivered to the RCIHC, these blankets shall become the property of the RCIHC for sale or other disposition as agreed upon solely by and between the IACB and the RCIHC.

4. ~~6.~~This Agreement settles any and all existing and potential enforcement actions, civil actions, allegations~~-~~, and claims arising out of Pendleton's marketing of the Sioux Star Blanket. This ~~Settlement~~ Agreement may be pleaded as a complete defense to, and may be used as a basis for an order dismissing any administrative action, enforcement action~~-~~, or civil claim against Pendleton brought by the IACB ~~or~~, the United States~~-~~, or any federally recognized Native American tribe, arising out of Pendleton's ~~internet~~ marketing of the Sioux Star Blanket ~~prior to the signing of this Agreement~~.

5. ~~7.~~Notwithstanding any other provisions of this Agreement, it is understood that~~-~~, if the United States determines that Pendleton, or any of its employees, has knowingly given false, incomplete, or misleading information in the negotiations of this Agreement or in the investigation that led to this Agreement, Pendleton and/or its employees may be subject to criminal or civil proceedings.

6. ~~8.~~Pendleton ~~agrees~~ and the United States agree that neither ~~it~~ party nor ~~its~~ their successors or assigns will commence or pursue any action or claim against the ~~IACB~~ other party or any of ~~its~~ their officials, representatives, officers~~-~~, or employees~~-~~, or former representatives, officers~~-~~, or employees~~-~~, in connection with this matter.

7. ~~9.~~This Agreement was negotiated and drafted jointly by counsel for all parties hereto and shall be interpreted fairly and not against any party as the drafter thereof.

8. ~~10.~~This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter hereof, supersedes all prior negotiations and proposed agreements, written and oral, and represents the final disposition of any and all matters, allegations~~-~~, and claims arising out of Pendleton's ~~internet~~ marketing of the Pendleton Sioux Star Blanket. No representations, understandings, or agreements have been made or relied upon

in the making of this Agreement other than those specifically set forth herein. This Agreement can be modified only in a writing signed by the parties.

9. ~~11.~~This Agreement may be executed in two or more counterparts, including photocopies, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

~~DATED: March ___, 2013.~~

~~UNITED STATES OF AMERICA~~

~~By: _____~~

~~DATED: March ___, 2013.~~

~~THE INDIAN ARTS AND CRAFTS BOARD~~

~~By: _____~~

~~DATED: March ___, 2013.~~

~~PENDLETON WOOLEN MILLS, INC.~~

~~By: _____~~

DATED: March ___, 2013. **UNITED STATES OF AMERICA**

By: _____

DATED: March ___, 2013. THE INDIAN ARTS AND CRAFTS BOARD

By: _____

DATED: March ___, 2013. PENDLETON WOOLEN MILLS, INC.

By: _____

APPROVED AS TO FORM AND CONTENT:

DATED: March ___, 2013.

_____
Patrick G. Nemeroff
United States Department of Justice
Attorney for the United States of America
and the Indian Arts and Crafts Board

DATED: March ___, 2013.

_____
Steven B. Ungar
~~Attorney~~ Lane Powell, PC
Attorneys for Pendleton Woolen Mills, Inc.

Stanton, Meridith <meridith_stanton@ios.doi.gov>

Pendleton Woolen Mills - Indian Arts and Crafts Act

1 message

Stanton, Meridith <meridith_stanton@ios.doi.gov> Fri, Mar 15, 2013 at 11:51 AM
To: Mark Teskey <mark.teskey@sol.doi.gov>
Cc: Ashley Fry <Ashley_Fry@ios.doi.gov>, Jennifer Heindl <Jennifer.Heindl@sol.doi.gov>, Rachel Spector <rachel.spector@sol.doi.gov>

Mark,

To follow up on Indian Arts and Crafts Board Program Specialist Ashley Fry's telephone conversation yesterday with Jennifer Heindl regarding the Pendleton Woolen Mills Indian Arts and Crafts Act civil case being handled by the DOJ Federal Programs Branch, I wanted to introduce myself via this email.

I understand that Jennifer will be briefing you on the case and that you and I will have the opportunity to meet to discuss the matter in more detail. I look forward to meeting you, hopefully next week.

In the meantime, if you have any questions please do not hesitate to email, Meridith_Stanton@ios.doi.gov, or call me, 202-208-3889.

Best Regards,

Meridith

–

Meridith Z. Stanton
Director
Indian Arts and Crafts Board
Office of the Secretary
MS 2528-MIB
U.S. Department of the Interior
Washington, D.C. 20240
202-208-3773 (main)
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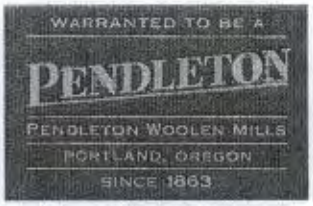


March 14, 2013

Please deliver to:

Meredith Z. Stanton, Director
United States Department of the Interior
Indian Arts and Crafts Board
Washington, DC 20240

Sent via Pendleton's counsel, through:

Patrick G. Nemeroff, Esq.
Trial Attorney
U.S. Department of Justice
Civil Division, Federal Programs Branch
20 Massachusetts Avenue NW, Room 5381
Washington, DC 20529-2099

Re: Proposed Settlement: Pendleton Woolen Mills and Indian Arts and Crafts Board

Dear Ms. Stanton:

I am writing on behalf of Pendleton Woolen Mills, a 6-generation family-owned company since 1863. Pendleton is recognized as a symbol of American heritage, authenticity and craftsmanship, operating two of only a handful of woolen mills left in the United States. We take great pride in our "Warranted To Be" standard of quality and the manner in which our company conducts day to day business. This is reflected in the loyalty of our customers, who buy Pendleton products, cherish them and give them as gifts on the most special occasions.

An integral part of the Pendleton heritage is our long-term relationship with Native American peoples, spanning more than a century. We value this relationship generally and on a personal level as well, with our family members and employees enjoying heart-felt and mutually beneficial relationships with tribal officials and members over many years.

Against this backdrop, we were candidly caught off guard, to say the least, when your office and then the U.S. Department of Justice notified us that we were allegedly violating the Indian Arts and Crafts Act. While certainly we were aware of the law, we believed in good faith that we were fully in compliance. It is a modern fact of life for any company like ours, that this type of situation requires legal advice to help us sort through the legal issues and then determine the appropriate course of action. I trust that you and your Board know that we promptly made changes to our website and print materials, primarily revising "Native American" to "Native American Inspired" in describing our products which fall within that category and taking numerous other actions which were requested by Mr. Nemeroff on the IACB's behalf and consistent with the Indian Arts and Crafts Act (IACA). We also conveyed through our attorney, Mr. Steven Ungar, our sincere desire to resolve – not litigate – this matter to put it behind us in a way that properly honors Pendleton's relationship with the Native American community.

PENDLETON WOOLEN MILLS
220 NW BROADWAY PO BOX 3030
PORTLAND, OR 97208-3030
PHONE: 503.226.4801 FAX: 503.535.5599
WWW.PENDLETON-USA.COM

SETTLEMENT AGREEMENT

This Settlement Agreement **("Agreement")** is entered into between the United States of America ("United States"), on behalf of the Indian Arts and Crafts Board ("IACB"), and Pendleton Woolen Mills, Inc. ("Pendleton"). The purpose of this Agreement is to fully and finally resolve all matters between the United States, the IACB, and Pendleton arising from Pendleton's ~~internet~~ **prior** sales of the **Pendleton** Sioux Star Blanket. This Agreement is made with reference to the following:

WHEREAS, the United States and the IACB ~~claim that~~**allege**, ~~starting~~ **as follows: Starting** in 2005, Pendleton marketed on its website the Sioux Star Blanket in a manner that ~~falsely~~ **inaccurately** suggested that the **Pendleton item referred to as the "**Sioux Star Blanket**"** was an Indian product~~,~~**;** Pendleton marketed the Sioux Star Blanket in a section of its website labeled "Native American~~,"~~**";** the Sioux Star Blanket was named after a well-known Sioux symbol; the website image of the product depicted what appeared to be a genuine Sioux blanket; the accompanying description of the Sioux Star Blanket did not make **sufficiently** clear that the Blanket was not produced by genuine Indian artisans; and the Sioux Star Blanket did not qualify as an "Indian product**" as that term is defined in the Indian Arts and Crafts Act**; and

WHEREAS, counsel for Pendleton represented to the United States that, since 2005, Pendleton has sold approximately 570 Sioux Star Blankets through its website ~~for revenues~~**, with gross sales** totaling ~~over $108,000~~**108,290**; and

WHEREAS, the United States and the IACB ~~assert~~ **allege** that Pendleton's ~~internet~~ **Internet** marketing of the Sioux Star Blanket constitutes a violation of the Indian Arts and Crafts Act, 25 U.S.C. § 305e; in order to address this alleged violation, the IACB notified Pendleton by letter on January 12, 2010~~-~~**,** that its ~~internet~~ **Internet** marketing of the Sioux Star Blanket ~~was~~

2. **In consideration of this settlement,** Pendleton agrees to make, or to maintain, the following changes to its marketing of Native American themed products:

A. ~~(a)~~Pendleton will not include a "Native American" section on its website, ~~but~~ **in its print catalogs, or in materials provided to retailers. Pendleton** may include a section named **or referred to as** "Native American Inspired" **in any of these marketing materials**;

B. To the extent that Pendleton sells the product previously named the "Sioux Star Blanket,~~-~~" it will be named the "Plains Star Blanket~~";~~;"

C. ~~(c)~~Pendleton's **Native American Inspired** product descriptions will make clear that its products are not Indian products; and

D. ~~(d)~~Pendleton agrees to not include any **federally recognized** Native American tribal name in any of its product names without express authorization from such Native American tribe. **Notwithstanding the foregoing, Pendleton may use geographic designations or other general descriptive language, and such use shall not violate this agreement, even if such geographic designation or general descriptive language may also be contained in the name of a federally recognized Native American tribe. Moreover, nothing in this agreement shall be construed to prevent accurate, descriptive, or fair references to such tribes or the use of same in general language.**

3. **In further consideration of this settlement,** Pendleton agrees that, not later than thirty (30) days after execution of this Agreement ~~by all parties~~, and for a minimum of two **(2)** years following execution of this Agreement by all parties, it shall include the following paragraph (hereinafter referred to as~~"~~ the "Paragraph") in its print catalogs, on its website, and

~~appear in conjunction with the Paragraph or anywhere in Pendleton's website~~**design, placement, and size of the Paragraph will be determined by further agreement of Pendleton and the IACB, in their good faith execution of the terms and conditions of this Agreement**. A link to the "Indian Arts and Crafts Act" will be included under the "Native American Inspired" heading of Pendleton's website, as well as at the bottom of the page of any product contained within the "Native American Inspired" section of the website. ~~The link to the page will be the same font, size, and color as the other links in the "Native American Inspired" section.~~

~~(c)Pendleton agrees to include the Paragraph in a separate page within the materials sent to each of its retailers, including national and local retailers. The page will be at least 5" by 7" and will be a weight and quality that is consistent with the other materials Pendleton provides to its retailers. Images may be used in conjunction with the Paragraph, but all images must be pre-approved by the Indian Arts and Crafts Board and must not consist of any products that Pendleton has previously marketed or is presently marketing using the name of an Indian Tribe, as defined by the Indian Arts and Crafts Act. The Indian Arts and Crafts Board's logo, in any form, will not appear in conjunction with the Paragraph or anywhere in Pendleton's materials that it provides to its retailers.~~

C. Pendleton agrees to include the Paragraph in marketing materials sent to its retailers of Native American Inspired products. The design, placement, and size of the Paragraph will be determined by further agreement of Pendleton and the IACB, in their good faith execution of the terms and conditions of this Agreement.

4. ~~6.~~This Agreement settles any and all existing and potential enforcement actions, civil actions, allegations~~-~~, and claims arising out of Pendleton's marketing of the Sioux Star Blanket. This ~~Settlement~~ Agreement may be pleaded as a complete defense to, and may be used as a basis for an order dismissing any administrative action, enforcement action~~-~~, or civil claim against Pendleton brought by the IACB ~~or~~, **the** United States~~-~~, **or any federally recognized Native American tribe,** arising out of Pendleton's ~~internet~~ marketing of the Sioux Star Blanket ~~prior to the signing of this Agreement~~.

5. ~~7.~~Notwithstanding any other provisions of this Agreement, it is understood that~~-~~, if the United States determines that Pendleton, or any of its employees, has knowingly given false, incomplete, or misleading information in the negotiations of this Agreement or in the investigation that led to this Agreement, Pendleton and/or its employees may be subject to criminal or civil proceedings.

6. ~~8.~~Pendleton ~~agrees~~ **and the United States agree** that neither ~~it~~ **party** nor ~~its~~ **their** successors or assigns will commence or pursue any action or claim against the ~~IACB~~ **other party** or any of ~~its~~ **their officials, representatives,** officers~~-~~, or employees~~-~~, or former **representatives,** officers~~-~~, or employees~~-~~, in connection with this matter.

7. ~~9.~~This Agreement was negotiated and drafted jointly by counsel for all parties hereto and shall be interpreted fairly and not against any party as the drafter thereof.

8. ~~10.~~This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter hereof, supersedes all prior negotiations and proposed agreements, written and oral, and represents the final disposition of any and all matters, allegations~~-~~, and claims arising out of Pendleton's ~~internet~~ marketing of the **Pendleton** Sioux Star Blanket. No representations, understandings, or agreements have been made or relied upon

By: _____

DATED: March ___, 2013. THE INDIAN ARTS AND CRAFTS BOARD

By: _____

DATED: March ___, 2013. PENDLETON WOOLEN MILLS, INC.

By: _____

APPROVED AS TO FORM AND CONTENT:

DATED: March ___, 2013.

_____
Patrick G. Nemeroff
United States Department of Justice
Attorney for the United States of America
and the Indian Arts and Crafts Board

DATED: March ___, 2013.

_____
Steven B. Ungar
~~Attorney~~ Lane Powell, PC
Attorneys for Pendleton Woolen Mills, Inc.

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into between the United States of America ("United States"), on behalf of the Indian Arts and Crafts Board ("IACB"), and Pendleton Woolen Mills, Inc. ("Pendleton"). The purpose of this Agreement is to fully and finally resolve all matters between the United States, the IACB, and Pendleton arising from Pendleton's prior sales of the Pendleton Sioux Star Blanket. This Agreement is made with reference to the following:

WHEREAS, the United States and the IACB allege, as follows: Starting in 2005, Pendleton marketed on its website the Sioux Star Blanket in a manner that inaccurately suggested that the Pendleton item referred to as the "Sioux Star Blanket" was an Indian product; Pendleton marketed the Sioux Star Blanket in a section of its website labeled "Native American"; the Sioux Star Blanket was named after a well-known Sioux symbol; the website image of the product depicted what appeared to be a genuine Sioux blanket; the accompanying description of the Sioux Star Blanket did not make sufficiently clear that the Blanket was not produced by genuine Indian artisans; and the Sioux Star Blanket did not qualify as an "Indian product" as that term is defined in the Indian Arts and Crafts Act; and

WHEREAS, counsel for Pendleton represented to the United States that, since 2005, Pendleton has sold approximately 570 Sioux Star Blankets through its website, with gross sales totaling $108,290; and

WHEREAS, the United States and the IACB allege that Pendleton's Internet marketing of the Sioux Star Blanket constitutes a violation of the Indian Arts and Crafts Act, 25 U.S.C. § 305e; in order to address this alleged violation, the IACB notified Pendleton by letter on January 12, 2010, that its Internet marketing of the Sioux Star Blanket may be in violation of the Indian Arts and Crafts Act, 25 U.S.C. § 305e, after which Pendleton was notified by the United

B. To the extent that Pendleton sells the product previously named the "Sioux Star Blanket," it will be named the "Plains Star Blanket;"

C. Pendleton's Native American Inspired product descriptions will make clear that its products are not Indian products; and

D. Pendleton agrees to not include any federally recognized Native American tribal name in any of its product names without express authorization from such Native American tribe. Notwithstanding the foregoing, Pendleton may use geographic designations or other general descriptive language, and such use shall not violate this agreement, even if such geographic designation or general descriptive language may also be contained in the name of a federally recognized Native American tribe. Moreover, nothing in this agreement shall be construed to prevent accurate, descriptive, or fair references to such tribes or the use of same in general language.

3. In further consideration of this settlement, Pendleton agrees that, not later than thirty (30) days after execution of this Agreement, and for a minimum of two (2) years following execution of this Agreement by all parties, it shall include the following paragraph (hereinafter referred to as the "Paragraph") in its print catalogs, on its website, and in marketing materials it distributes to retailers of its Native American Inspired products:

> *The Indian Arts and Crafts Act of 1990 (P.L. 101-644), as amended, is a truth-in-marketing law that prohibits the offer or display for sale, or sale, of any art or craft product in a manner that falsely suggests it is Indian produced, an Indian product, or the product of a particular Indian Tribe. Covering all traditional and contemporary American Indian and Indian-style art and craftwork produced after 1935, the Act carries both criminal and civil penalties. For more information on the Act, please visit www.iacb.doi.gov.*

(3) Pendleton shall have at least one hundred and twenty (120) days from the date it receives all required design information to complete this run of two hundred and fifty (250) customized blankets and deliver them to the RCIHC.

(4) All other details necessary for the design and manufacture of these blankets consistent with the terms this Agreement shall be coordinated and mutually agreed upon by Pendleton and the IACB, following their continued good faith communications, in order to carry out the intentions underlying this agreement. Once delivered to the RCIHC, these blankets shall become the property of the RCIHC for sale or other disposition as agreed upon solely by and between the IACB and the RCIHC.

4. This Agreement settles any and all existing and potential enforcement actions, civil actions, allegations, and claims arising out of Pendleton's marketing of the Sioux Star Blanket. This Agreement may be pleaded as a complete defense to, and may be used as a basis for an order dismissing any administrative action, enforcement action, or civil claim against Pendleton brought by the IACB, the United States, or any federally recognized Native American tribe, arising out of Pendleton's marketing of the Sioux Star Blanket.

5. Notwithstanding any other provisions of this Agreement, it is understood that, if the United States determines that Pendleton, or any of its employees, has knowingly given false, incomplete, or misleading information in the negotiations of this Agreement or in the investigation that led to this Agreement, Pendleton and/or its employees may be subject to criminal or civil proceedings.

6. Pendleton and the United States agree that neither party nor their successors or assigns will commence or pursue any action or claim against the other party or any of their

APPROVED AS TO FORM AND CONTENT:

DATED: March ___, 2013.

Patrick G. Nemeroff
United States Department of Justice
Attorney for the United States of America
and the Indian Arts and Crafts Board

DATED: March 14, 2013.

Steven B. Ungar
Lane Powell, PC
Attorneys for Pendleton Woolen Mills, Inc.

U.S. Department of Justice
Civil Division
Federal Programs Branch
20 Massachusetts Ave., NW
Washington, DC 20530

Patrick Nemeroff
Trial Attorney

Tel: (202)305-8727
Email: patrick.g.nemeroff@usdoj.gov

Mr. Steven B. Ungar
Lane Powell
601 SW Second Avenue, Suite 2100
Portland, OR 97204-3158

Re: Proposed settlement agreement with respect to Pendleton Woolen Mills, Inc.'s alleged violation of the Indian Arts and Crafts Act.

Dear Mr. Ungar:

This letter responds to your May 24, 2013 letter proposing a settlement agreement with respect to Pendleton's alleged violations of the Indian Arts and Crafts Act through its internet marketing of the Sioux Star Blanket ("the Blanket"). We appreciate Pendleton's willingness to engage in settlement negotiations, and believe that we are making progress toward a resolution of this matter.

In your latest communication, Pendleton offered to contribute $10,000 to the Red Cloud Indian Heritage Center in Pine Ridge, South Dakota in order to settle this matter. While we appreciate Pendleton's offer of a financial settlement, we do not believe that amount to be sufficient. We propose instead that Pendleton contribute $55,000 to Red Cloud Indian Heritage Center. We believe $55,000 is a reasonable settlement amount based on Pendleton's previous offer to donate 250 Pendleton blankets to Red Cloud Indian Heritage Center. Assuming a price of $220 per blanket, Pendleton's previous offer had a value of $55,000. While, as we have previously discussed, we do not believe a donation of blankets would be appropriate in this case, we see no reason why Pendleton's money donation should be worth anything less than its previous offer of blankets.

In making this settlement offer, we note that Pendleton faces significantly greater potential liability under the Indian Arts and Crafts Act than $55,000. Indeed, pursuant to the Act, Pendleton may be liable for damages exceeding $1 million in addition to the Indian Arts and Crafts Board's investigative costs, which totaled almost $30,000 in this case. Nonetheless, in an effort to settle this matter, we are willing to forgo the Board's investigative costs and to compromise significantly as to Pendleton's financial settlement. We hope that you will communicate the extent of this proposed compromise to Pendleton in discussing our offer.

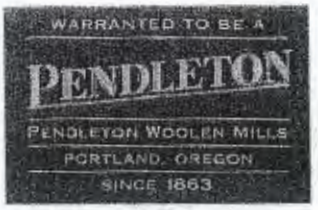
As you noted in your May 24, 2013 letter, this offer only addresses paragraph 3(D) of the Settlement Agreement. This offer does not represent agreement to any other proposed changes

you have made to the Agreement. We hope that once we agree to a financial settlement, we will be able to quickly address the remaining provisions of the proposed Settlement Agreement.

Thank you again for your continued efforts to resolve this matter without litigation. We look forward to your response.

Best regards,

Patrick Nemeroff
Trial Attorney
Federal Programs Branch
Civil Division



March 14, 2013

Please deliver to:

Meredith Z. Stanton, Director
United States Department of the Interior
Indian Arts and Crafts Board
Washington, DC 20240

Sent via Pendleton's counsel, through:

Patrick G. Nemeroff, Esq.
Trial Attorney
U.S. Department of Justice
Civil Division, Federal Programs Branch
20 Massachusetts Avenue NW, Room 5381
Washington, DC 20529-2099

Re: Proposed Settlement: Pendleton Woolen Mills and Indian Arts and Crafts Board

Dear Ms. Stanton:

I am writing on behalf of Pendleton Woolen Mills, a 6-generation family-owned company since 1863. Pendleton is recognized as a symbol of American heritage, authenticity and craftsmanship, operating two of only a handful of woolen mills left in the United States. We take great pride in our "Warranted To Be" standard of quality and the manner in which our company conducts day to day business. This is reflected in the loyalty of our customers, who buy Pendleton products, cherish them and give them as gifts on the most special occasions.

An integral part of the Pendleton heritage is our long-term relationship with Native American peoples, spanning more than a century. We value this relationship generally and on a personal level as well, with our family members and employees enjoying heart-felt and mutually beneficial relationships with tribal officials and members over many years.

Against this backdrop, we were candidly caught off guard, to say the least, when your office and then the U.S. Department of Justice notified us that we were allegedly violating the Indian Arts and Crafts Act. While certainly we were aware of the law, we believed in good faith that we were fully in compliance. It is a modern fact of life for any company like ours, that this type of situation requires legal advice to help us sort through the legal issues and then determine the appropriate course of action. I trust that you and your Board know that we promptly made changes to our website and print materials, primarily revising "Native American" to "Native American Inspired" in describing our products which fall within that category and taking numerous other actions which were requested by Mr. Nemeroff on the IACB's behalf and consistent with the Indian Arts and Crafts Act (IACA). We also conveyed through our attorney, Mr. Steven Ungar, our sincere desire to resolve – not litigate – this matter to put it behind us in a way that properly honors Pendleton's relationship with the Native American community.

Beyond that, however, I want to personally emphasize that the current negotiations which will hopefully lead to resolution in the very near future are intended to accomplish broader goals as well. Pendleton enjoys a healthy and mutually beneficial relationship with tribal members throughout Indian Country. In honoring and upholding these relationships, we desire to forge a path alongside the Indian Arts and Crafts Board to be even better stewards of Native American Inspired designs and products which bear the Pendleton name. And we pledge to do this not just for today or tomorrow but "the long pull," providing opportunities for Native American communities and artisans who also take pride in Pendleton products.

It is our intent, after the legal aspects are behind us, to work collaboratively with your Board. Pendleton wants to continue as a positive example both in our industry, higher education and other sectors which impact Native American life. I have instructed Mr. Ungar to formally convey our offer to Mr. Nemeroff and I want to state it to you directly: I will meet with you and any members of the Board who can also meet, in Washington DC or elsewhere, to finalize this resolution, if necessary, and more importantly, to begin a new dialogue on how Pendleton can constructively work with the Board and take important steps in implementing the IACA's letter and spirit.

We appreciate your consideration. Please do not hesitate to contact me directly or if you prefer through our legal counsel. With all good wishes, we remain.

Sincerely,

Mort Bishop III

Mort Bishop III
President

CMBIII/vja

SETTLEMENT AGREEMENT

This Settlement Agreement **("Agreement")** is entered into between the United States of America ("United States"), on behalf of the Indian Arts and Crafts Board ("IACB"), and Pendleton Woolen Mills, Inc. ("Pendleton"). The purpose of this Agreement is to fully and finally resolve all matters between the United States, the IACB, and Pendleton arising from Pendleton's ~~internet~~ **prior** sales of the **Pendleton** Sioux Star Blanket. This Agreement is made with reference to the following:

WHEREAS, the United States and the IACB ~~claim that~~**allege**, ~~starting~~ **as follows: Starting** in 2005, Pendleton marketed on its website the Sioux Star Blanket in a manner that ~~falsely~~ **inaccurately** suggested that the **Pendleton item referred to as the** "Sioux Star Blanket~~,~~" was an Indian product~~;~~**;** Pendleton marketed the Sioux Star Blanket in a section of its website labeled "Native American~~;~~" **";** the Sioux Star Blanket was named after a well-known Sioux symbol; the website image of the product depicted what appeared to be a genuine Sioux blanket; the accompanying description of the Sioux Star Blanket did not make **sufficiently** clear that the Blanket was not produced by genuine Indian artisans; and the Sioux Star Blanket did not qualify as an "Indian product**" as that term is defined in the Indian Arts and Crafts Act**; and

WHEREAS, counsel for Pendleton represented to the United States that, since 2005, Pendleton has sold approximately 570 Sioux Star Blankets through its website ~~for revenues~~**, with gross sales** totaling ~~over $108,000~~**108,290**; and

WHEREAS, the United States and the IACB ~~assert~~ **allege** that Pendleton's ~~internet~~ **Internet** marketing of the Sioux Star Blanket constitutes a violation of the Indian Arts and Crafts Act, 25 U.S.C. § 305e; in order to address this alleged violation, the IACB notified Pendleton by letter on January 12, 2010~~,~~**,** that its ~~internet~~ **Internet** marketing of the Sioux Star Blanket ~~was~~

may be in violation of the Indian Arts and Crafts Act, 25 U.S.C. § 305e~~;~~, after **which** Pendleton ~~did not change its internet marketing of the Sioux Star Blanket,~~ **was notified by** the United States ~~sent Pendleton a letter on May 25, 2011, informing Pendleton~~ that a civil action had been authorized based on ~~these violations~~ **an alleged violation** of the Indian Arts and Crafts Act, 25 U.S.C. § 305e; and

WHEREAS~~, in December 2011~~, in response to requests from the United States, Pendleton altered its ~~internet~~ **Internet** marketing of the Sioux Star Blanket by changing the name of the "Native America" section of its website to "Native American Inspired," changing the name of the "Sioux Star Blanket" to the "Plains Star Blanket," and editing the accompanying description of the product to ~~make clear~~ **state** that it was not an authentic Indian product**, along with other changes consistent with the letter and spirit of the Indian Arts and Crafts Act**; and

WHEREAS, the United States and the IACB claim that, pursuant to the Indian Arts and Crafts Act, 25 U.S.C. § 305e, **for this alleged first-time violation,** Pendleton is liable for a penalty ~~in excess of~~ **of up to** $1 million, in addition to the costs of the IACB's investigation; and

WHEREAS**, although Pendleton disagrees with the claims and liability asserted by the United States and the IACB**, it is the mutual desire of the parties to this Agreement to resolve all matters arising out of Pendleton's ~~internet~~ **Internet** marketing of the Sioux Star Blanket with finality and without the need for litigation. NOW, THEREFORE, it is agreed as follows:

1. This ~~Settlement~~ Agreement is entered into by the parties without any admission of liability by Pendleton or any Pendleton **officer, director,** employee**, agent or representative**.

2. **In consideration of this settlement,** Pendleton agrees to make, or to maintain, the following changes to its marketing of Native American themed products:

A. ~~(a)~~Pendleton will not include a "Native American" section on its website, ~~but~~ **in its print catalogs, or in materials provided to retailers. Pendleton** may include a section named **or referred to as** "Native American Inspired" **in any of these marketing materials**;

B. To the extent that Pendleton sells the product previously named the "Sioux Star Blanket,~~-~~" it will be named the "Plains Star Blanket~~";~~ **;"**

C. ~~(c)~~Pendleton's **Native American Inspired** product descriptions will make clear that its products are not Indian products; and

D. ~~(d)~~Pendleton agrees to not include any **federally recognized** Native American tribal name in any of its product names without express authorization from such Native American tribe. **Notwithstanding the foregoing, Pendleton may use geographic designations or other general descriptive language, and such use shall not violate this agreement, even if such geographic designation or general descriptive language may also be contained in the name of a federally recognized Native American tribe. Moreover, nothing in this agreement shall be construed to prevent accurate, descriptive, or fair references to such tribes or the use of same in general language.**

3. **In further consideration of this settlement,** Pendleton agrees that, not later than thirty (30) days after execution of this Agreement ~~by all parties~~, and for a minimum of two **(2)** years following execution of this Agreement by all parties, it shall include the following paragraph (hereinafter referred to as~~"~~ the "Paragraph") in its print catalogs, on its website, and

in ~~any material~~ **marketing materials** it distributes to ~~the~~ retailers of its **Native American Inspired** products:

> *The Indian Arts and Crafts Act of 1990 (P.L. 101-644), as amended, is a truth-in-marketing law that prohibits the offer or display for sale, or sale, of any art or craft product in a manner that falsely suggests it is Indian produced, an Indian product, or the product of a particular Indian Tribe. Covering all traditional and contemporary American Indian and Indian-style art and craftwork produced after 1935, the Act carries both criminal and civil penalties. For more information on the Act, please visit www.iacb.doi.gov.*

A. ~~(a)~~Pendleton agrees to include the Paragraph in all of its print catalogs~~, regardless of region or audience. The Paragraph will be placed at or near the front of the print catalog and will comprise at least one full page. Images may be used in conjunction with the Paragraph, but all images must be pre-approved by the Indian Arts and Crafts Board and must not consist of any products that Pendleton has previously marketed or is presently marketing using the name of an Indian Tribe, as defined by the Indian Arts and Crafts Act. The Indian Arts and Crafts Board's logo, in any form, will not appear in conjunction with the Paragraph or anywhere in Pendleton's print catalog~~ **containing Native American Inspired products**.

B. ~~(b)~~Pendleton agrees to include the Paragraph on a separate page within its website labeled "Indian Arts and Crafts Act." The ~~font of the "Indian Arts and Crafts Act" page will be easily readable and consistent with the rest of Pendleton's website. Images may be used in conjunction with the Paragraph, but all images must be pre-approved by the Indian Arts and Crafts Board and must not consist of any products that Pendleton has previously marketed or is presently marketing using the name of an Indian Tribe, as defined by the Indian Arts and Crafts Act. The Indian Arts and Crafts Board's logo, in any form, will not~~

~~appear in conjunction with the Paragraph or anywhere in Pendleton's website~~**design, placement, and size of the Paragraph will be determined by further agreement of Pendleton and the IACB, in their good faith execution of the terms and conditions of this Agreement**. A link to the "Indian Arts and Crafts Act" will be included under the "Native American Inspired" heading of Pendleton's website, as well as at the bottom of the page of any product contained within the "Native American Inspired" section of the website. ~~The link to the page will be the same font, size, and color as the other links in the "Native American Inspired" section.~~

~~(c)Pendleton agrees to include the Paragraph in a separate page within the materials sent to each of its retailers, including national and local retailers. The page will be at least 5" by 7" and will be a weight and quality that is consistent with the other materials Pendleton provides to its retailers. Images may be used in conjunction with the Paragraph, but all images must be pre-approved by the Indian Arts and Crafts Board and must not consist of any products that Pendleton has previously marketed or is presently marketing using the name of an Indian Tribe, as defined by the Indian Arts and Crafts Act. The Indian Arts and Crafts Board's logo, in any form, will not appear in conjunction with the Paragraph or anywhere in Pendleton's materials that it provides to its retailers.~~

C. Pendleton agrees to include the Paragraph in marketing materials sent to its retailers of Native American Inspired products. The design, placement, and size of the Paragraph will be determined by further agreement of Pendleton and the IACB, in their good faith execution of the terms and conditions of this Agreement.

D. In further consideration of this settlement, ~~4.~~Pendleton agrees that, ~~not later than thirty (30) days after~~ **following** execution of this Agreement by all parties and their respective counsel, it shall ~~**donate to the Red Cloud Indian Heritage Center in Pine Ridge, South Dakota an amount of Two Hundred and Fifty Thousand dollars ($250,000). Pendleton agrees that, not later than thirty (30) days after execution of this Agreement by all parties and their respective counsel, it shall pay to the IACB the cost of its investigation into this matter, totaling Twenty-Eight Thousand Five Hundred Forty-Three dollars ($28,543).**~~ **perform the following additional conditions;**

(1) ~~5.~~**Pendleton will provide to the Red Cloud Indian Heritage Center in Pine Ridge, South Dakota (RCIHC) a total of two hundred fifty (250) customized, first-quality blankets**

(2) No later than June 1, 2013, a designated representative of the IACB will provide to a designated representative of Pendleton the design for these blankets in a form which is consistent with Pendleton's customary requirements.

(3) Pendleton shall have at least one hundred and twenty (120) days from the date it receives all required design information to complete this run of two hundred and fifty (250) customized blankets and deliver them to the RCIHC.

(4) All other details necessary for the design and manufacture of these blankets consistent with the terms this Agreement shall be coordinated and mutually agreed upon by Pendleton and the IACB, following their continued good faith communications, in order to carry out the intentions underlying this agreement. Once delivered to the RCIHC, these blankets shall become the property of the RCIHC for sale or other disposition as agreed upon solely by and between the IACB and the RCIHC.

4. ~~6.~~This Agreement settles any and all existing and potential enforcement actions, civil actions, allegations~~-~~, and claims arising out of Pendleton's marketing of the Sioux Star Blanket. This ~~Settlement~~ Agreement may be pleaded as a complete defense to, and may be used as a basis for an order dismissing any administrative action, enforcement action~~-~~, or civil claim against Pendleton brought by the IACB ~~or~~, **the** United States~~-~~, **or any federally recognized Native American tribe,** arising out of Pendleton's ~~internet~~ marketing of the Sioux Star Blanket ~~prior to the signing of this Agreement~~.

5. ~~7.~~Notwithstanding any other provisions of this Agreement, it is understood that~~-~~, if the United States determines that Pendleton, or any of its employees, has knowingly given false, incomplete, or misleading information in the negotiations of this Agreement or in the investigation that led to this Agreement, Pendleton and/or its employees may be subject to criminal or civil proceedings.

6. ~~8.~~Pendleton ~~agrees~~ **and the United States agree** that neither ~~it~~ **party** nor ~~its~~ **their** successors or assigns will commence or pursue any action or claim against the ~~IACB~~ **other party** or any of ~~its~~ **their officials, representatives,** officers~~-~~, or employees~~-~~, or former **representatives,** officers~~-~~, or employees~~-~~, in connection with this matter.

7. ~~9.~~This Agreement was negotiated and drafted jointly by counsel for all parties hereto and shall be interpreted fairly and not against any party as the drafter thereof.

8. ~~10.~~This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter hereof, supersedes all prior negotiations and proposed agreements, written and oral, and represents the final disposition of any and all matters, allegations~~-~~, and claims arising out of Pendleton's ~~internet~~ marketing of the **Pendleton** Sioux Star Blanket. No representations, understandings, or agreements have been made or relied upon

in the making of this Agreement other than those specifically set forth herein. This Agreement can be modified only in a writing signed by the parties.

9. ~~11.~~This Agreement may be executed in two or more counterparts, including photocopies, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

~~DATED: March ___, 2013.~~

~~UNITED STATES OF AMERICA~~

~~By: _____~~

~~DATED: March ___, 2013.~~

~~THE INDIAN ARTS AND CRAFTS BOARD~~

~~By: _____~~

~~DATED: March ___, 2013.~~

~~PENDLETON WOOLEN MILLS, INC.~~

~~By: _____~~

DATED: March ___, 2013. UNITED STATES OF AMERICA

By: _____

DATED: March ___, 2013. THE INDIAN ARTS AND CRAFTS BOARD

By: _____

DATED: March ___, 2013. PENDLETON WOOLEN MILLS, INC.

By: _____

APPROVED AS TO FORM AND CONTENT:

DATED: March ___, 2013.

_____
Patrick G. Nemeroff
United States Department of Justice
Attorney for the United States of America
and the Indian Arts and Crafts Board

DATED: March ___, 2013.

_____
Steven B. Ungar
~~Attorney~~ Lane Powell, PC
Attorneys for Pendleton Woolen Mills, Inc.

Re: Pendleton

Heindl, Jennifer <jennifer.heindl@sol.doi.gov> Wed, Mar 6, 2013 at 10:46 AM
To: "Stanton, Meridith" <meridith_stanton@ios.doi.gov>
Cc: Ashley Fry <ashley_fry@ios.doi.gov>

Hi Meredith,
[redacted], but I have a commitment from her for Friday. So hoping we can move this along by the end of this week.
Thanks,

Jennifer A. Heindl

Attorney Advisor

Office of the Solicitor

Division of General Law

Branch of General Legal Services

Voice: 202-208-7094

Fax: 202-219-1790

On 5 March 2013 12:43, Stanton, Meridith <meridith_stanton@ios.doi.gov> wrote:

Good Afternoon Jennifer and Rachel,

This morning Senior Advisor to the Secretary Robert Stanton asked about the status of your review of Pendleton's request to meet with the IACB at Interior regarding the civil case.

I know that everyone is doing fire drills with the sequestration, but could you please let us know when we might be able to meet to discuss this matter?

Thank you,

Meridith

–

Meridith Z. Stanton
Director
Indian Arts and Crafts Board
Office of the Secretary
MS 2528-MIB
U.S. Department of the Interior
Washington, D.C. 20240
202-208-3773 (main)
202-208-3889 (direct)
1-888-Art-Fake (toll free)

202-208-4382 (fax)

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Fwd: PWM

Stanton, Meridith <meridith_stanton@ios.doi.gov> Wed, Feb 27, 2013 at 12:41 PM
To: "Nemeroff, Patrick G. (CIV)" <Patrick.G.Nemeroff@usdoj.gov>

Good Afternoon Patrick,

I hope to able to get back to you early next week. In the meantime, please proceed with settlement negotiations as recommended below.

Thank you,

Meridith

——— Forwarded message ———
From: **Nemeroff, Patrick G. (CIV)** <Patrick.G.Nemeroff@usdoj.gov>
Date: Tue, Feb 19, 2013 at 10:11 AM
Subject: RE: PWM
To: Meridith Stanton <meridith_stanton@ios.doi.gov>
Cc: "Ashley_Fry@ios.doi.gov" <Ashley_Fry@ios.doi.gov>

Thanks Meridith, [redacted]

I appreciate your considering this matter further.

Thanks,
Patrick

—Original Message—
From: Meridith Stanton [mailto:meridith_stanton@ios.doi.gov]
Sent: Thursday, February 14, 2013 6:49 PM
To: Nemeroff, Patrick G. (CIV)
Cc: Ashley_Fry@ios.doi.gov
Subject: PWM

Patrick,
To follow up on my last email regarding PWM's request to meet, I discussed the matter with my boss, who is Senior Advisor to the Secretary of the Interior. [redacted] Once he and I have the opportunity to discuss this further I will promptly be in touch.
Meridith

–

Meridith Z. Stanton

Director
Indian Arts and Crafts Board
Office of the Secretary
MS 2528-MIB
U.S. Department of the Interior
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Indian Arts and Crafts Act - Pendleton

Stanton, Meridith <meridith_stanton@ios.doi.gov> Tue, Feb 26, 2013 at 11:38 AM
To: Rachel Spector <rachel.spector@sol.doi.gov>, Jennifer Heindl <Jennifer.Heindl@sol.doi.gov>
Cc: Ashley Fry <Ashley_Fry@ios.doi.gov>, Robert Stanton <Robert_Stanton@ios.doi.gov>

Hi Rachel and Jennifer,

Thank you for taking the time for last week's meeting regarding Pendleton.

Four short emails follow for further background. [redacted]

This morning I had the opportunity to speak briefly with Senior Advisor to the Secretary Robert Stanton regarding Pendelton's request. SAS Stanton said [redacted]

I told SAS Stanton that we had provided you with background on the matter and that I thought you would be reaching out to Patrick Nemeroff, 202-305-8727, to obtain further information.

At your earliest convenience, once you have had the opportunity to assess the situation, SAS Stanton and I welcome your recommendations and guidance.

Best Regards,

Meridith

From: **Nemeroff, Patrick G. (CIV)** <Patrick.G.Nemeroff@usdoj.gov>
Date: Mon, Feb 25, 2013 at 4:34 PM
Subject: FW: Pendleton
To: "Stanton, Meridith (Meridith_Stanton@ios.doi.gov)" <Meridith_Stanton@ios.doi.gov>

Hi Meridith,

[redacted]

Thanks,

Patrick

From: Ungar, Steven B. [mailto:UngarS@LanePowell.com]
Sent: Monday, February 25, 2013 4:08 PM
To: Nemeroff, Patrick G. (CIV)
Subject: Pendleton

Hi Patrick,

Any progress getting a meeting scheduled? Pendleton is really anxious to sit down and work out the details of settlement and move forward with IACB - Pendleton collaborative efforts (which we lawyers would call ongoing compliance). Let me know when we might next talk too.

Thanks,

Steven B. Ungar

LANE POWELL PC

Attorneys at Law

Portland, Oregon

503.701.3888 (direct)

www.lanepowell.com

Sent from my iPhone;

Please excuse brevity and spelling errors.

This message is private or privileged. If you are not the person for whom this message is intended, please delete it and notify me immediately, and please do not copy or send this message to anyone else.

Please be advised that, if this communication includes federal tax advice, it cannot be used for the purpose of avoiding tax penalties unless you have expressly engaged us to provide written advice in a form that satisfies IRS standards for "covered opinions" or we have informed you that those standards do not apply to this communication.

——— Forwarded message ———
From: **Nemeroff, Patrick G. (CIV)** <Patrick.G.Nemeroff@usdoj.gov>
Date: Tue, Feb 19, 2013 at 10:11 AM
Subject: RE: PWM
To: Meridith Stanton <meridith_stanton@ios.doi.gov>
Cc: "Ashley_Fry@ios.doi.gov" <Ashley_Fry@ios.doi.gov>

Thanks Meridith. [redacted]

I appreciate your considering this matter further.

Thanks,
Patrick

—Original Message—
From: Meridith Stanton [mailto:meridith_stanton@ios.doi.gov]
Sent: Thursday, February 14, 2013 6:49 PM
To: Nemeroff, Patrick G. (CIV)
Cc: Ashley_Fry@ios.doi.gov
Subject: PWM

Patrick,
To follow up on my last email regarding PWM's request to meet, I discussed the matter with my boss, who is Senior Advisor to the Secretary of the Interior. [redacted] Once he and I have the opportunity to discuss this further I will promptly be in touch.
Meridith

Meridith Z. Stanton
Director
Indian Arts and Crafts Board
Office of the Secretary
MS 2528-MIB
U.S. Department of the Interior
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Re: list of docs requested by SOL

Meridith Stanton <meridith_stanton@ios.doi.gov> Wed, Feb 20, 2013 at 12:05 PM
To: Ashley_Fry@ios.doi.gov

Yes, makes sense. OK to send to SOL-GL.

From: Fry, Ashley [mailto:ashley_fry@ios.doi.gov]
Sent: Wednesday, February 20, 2013 06:51 AM
To: Meridith Stanton <meridith_stanton@ios.doi.gov>
Subject: Re: list of docs requested by SOL

[redacted]

On Tue, Feb 19, 2013 at 5:06 PM, Meridith Stanton <meridith_stanton@ios.doi.gov> wrote:

Can you further claify the [redacted] By providing Rachael with this additional info is it still protected under attorney client privilege, since Patrick and DOJ are our attorney?

From: Fry, Ashley [mailto:ashley_fry@ios.doi.gov]
Sent: Tuesday, February 19, 2013 03:00 PM
To: Meridith Stanton <meridith_stanton@ios.doi.gov>
Subject: list of docs requested by SOL

Meridith,

Here is a list of the documents/correspondence I have scanned in response to SOL's request. I wanted to run it by you, but I know it is going to be near impossible to read on your BB. [redacted]

Ashley

[redacted]

[redacted]

[redacted]

[redacted]

Stanton, Meridith <meridith_stanton@ios.doi.gov>

Pendleton Woolen Mills Civil Suit Background

1 message

Stanton, Meridith <meridith_stanton@ios.doi.gov> Tue, Feb 12, 2013 at 4:41 PM
To: Robert Stanton <Robert_Stanton@ios.doi.gov>

Mr. Stanton,

To follow up on this morning's meeting regarding Pendleton Woolen Mills, we have attached pertinent letters to provide you with the requested background. Please let me know if you need any additional information or have any questions.

Thank you,

Meridith

Meridith Z. Stanton
Director
Indian Arts and Crafts Board
Office of the Secretary
MS 2528-MIB
U.S. Department of the Interior
Washington, D.C. 20240
202-208-3773 (main)
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3 attachments

Letter_to_P_Nemeroff_from_S_Ungar_dated_05-02-2012 (2).PDF
135K

IACB referral to FPB.pdf
686K

Johnson letter to FPB.pdf

754K

United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D.C. 20240

The Honorable Tony West
Assistant Attorney General
U.S. Department of Justice
20 Massachusetts Avenue NW
Washington, DC 20530

Dear Mr. West:

Pursuant to the requirements of 25 U.S.C. § 305e(d)(1)(a), I am writing on behalf of the Secretary of the Interior (Secretary) to request that the Attorney General initiate a civil action in a court of competent jurisdiction against Pendleton Woolen Mills (Pendleton) of Portland, Oregon, for violating the Indian Arts and Crafts Act (Act).

Based on information obtained by the Department of the Interior's (Interior) Indian Arts and Crafts Board (IACB), a fact finding investigation was conducted by authorized employees of the IACB from January 2010 through January 2011. The investigation found that:

1. Pendleton is a business located at 220 NW Broadway, Portland, Oregon.
2. On its website (http://www.pendleton-usa.com), Pendleton represents that it offers for sale Sioux Star Quilts (ATTACHMENT A).
3. On its website, Pendleton represents that it offers for sale Sioux Star Blankets. (ATTACHMENT B).
4. The IACB believes these Sioux Star Quilts are not Indian made.
5. The IACB believes these Sioux Star Quilts are not the product of Indians from any of the Sioux tribes.
6. On its website, Pendleton states that its Sioux Star Blankets are made in the USA.
7. On its website, Pendleton states that it's Sioux Star Blanket "is truly a striking representation of the Sioux Nation."
8. The IACB believes these Sioux Star Blankets are not Indian made.
9. The IACB believes these Sioux Star Blankets are not the product of Indians from any of the Sioux tribes.
10. On January 12, 2010, the IACB put Pendleton on notice that it is illegal to represent items for sale in a manner that falsely suggests that the items are Indian produced, an Indian product, or the product of a particular Indian, Indian tribe, or Indian arts and crafts organization, resident within the United States (ATTACHMENT C).

11. On February 11, 2010, the IACB received notice from Pendleton that it was aware of the Act and that it did not agree with the IACB that use of the terms "Sioux" and "Lakota" in the marketing of Pendleton products constituted a violation of the Act (ATTACHMENT D).

Based on the above findings, I conclude that the items represented by Pendleton do not meet the definition of being an "Indian Product," as this term is defined at 25 U.S.C. § 305e(a)(2) and 25 C.F.R. 309.2(d). Accordingly, I request that the Attorney General initiate a civil action under 25 U.S.C. § 305e(b) against Pendleton for selling goods in a manner that falsely suggests they are Indian products.

Should you seek or require further information or technical assistance on the Act, you may contact the IACB Director Meridith Stanton at (202) 208-3773.

Sincerely,

Robert G. Stanton
Senior Advisor to the Secretary

Enclosures

cc: Mr. Arthur Goldberg
Federal Programs Branch
U.S. Department of Justice

Mr. Matt Lee Ashley
Deputy Chief of Staff
U.S. Department of the Interior

LANE POWELL
ATTORNEYS & COUNSELORS

STEVEN B. UNGAR
503.778.2064
ungars@lanepowell.com

May 2, 2012

Patrick G. Nemeroff, Esq.
Trial Attorney
U.S. Department of Justice
Civil Division, Federal Programs Branch
20 Massachusetts Avenue NW, Room 5381
Washington, DC 20529-2099

Re: Pendleton Woolen Mills – DOI/DOJ Investigation;
Indian Arts and Crafts Act (IACA)
File No.: 005436.0665

Dear Mr. Nemeroff:

Further to our conversation yesterday, our email exchange last week and previous communications between your office, the Indian Arts and Crafts Board (IACA Board), our office and our client, Pendleton Woolen Mills (Pendleton), this letter sets forth a settlement proposal in response to your most recent letter dated March 28, 2012. I hope you find that this proposal advances the interests of both parties, and affirms the objectives of the Indian Arts and Crafts Act (IACA) in a proportionate and appropriate way.

Please get back to me as soon as possible; hopefully we can finalize the settlement within a week or so. As we discussed, the printing/publishing deadline for Pendleton's upcoming catalog is approximately two weeks away. Be assured the company's officials and I are giving this our full attention.

We appreciate the comment that your office is encouraged by our efforts to address the specific IACA concerns expressed in our communications and during our discussions. Pendleton has moved promptly to make numerous changes to its marketing materials, on its website and in printed catalogs, in accordance with your offices (and the IACA Board's) requests. In your most recent letter you indicate that there are still "outstanding changes" to be made. As you suggested, we are currently revisiting the guidance for IACA compliance as set forth in your letter dated November 18, 2011. I will get back to you promptly if there are additional changes which should be made; but my initial look at the suggestions in paragraph 3 of that letter indicates that Pendleton is up to date in this regard.

We fully agree with your March 28 letter's premise, that settlement rather than litigation is the preferred route here. Consistent with Pendleton's full cooperation with the DOJ's

investigation and its intention that this matter be concluded in the mutual benefit of all parties – a true win-win result – Pendleton proposes a settlement which will set the tone for a meaningful, long-term association with the IACA Board. To that end, we propose the following:

1. Pendleton will publicize in its upcoming catalogs, to be delivered to several million recipients, a substantive message about the content and spirit of the IACA. Pendleton would like to work jointly with the IACA Board to arrive at specific language, rather than doing so through lawyers.

2. This message will be published on the Pendleton website, reaching millions of additional individuals, describing what Pendleton is doing to encourage recognition of the IACA.

3. Specifically with respect to the Sioux Star blanket: Pendleton has changed the name to the "Plains Star" blanket, to avoid any confusion regarding its design and manufacture. Pendleton will strive to strike a reasonable and fair balance in describing all of its products, so that the company's marketing materials do not misrepresent or create any misperception about their design and creation.

4. In addition to its catalogs and website, Pendleton proposes including similar language in its price-lists, which are sent worldwide to retailers like Macy's, Nordstrom's, Dillard's, reaffirming the importance of the IACA.

5. Pendleton proposes that the American Indian College Fund (AICF) manage a design contest for students at Sioux tribal colleges, to create a design for a Pendleton blanket. Pendleton would offer to donate a portion of its wholesale sales for the first year to the AICF, with directions that these proceeds support Sioux artists and scholarships.

6. After the contest winner is selected and the Pendleton blanket has been produced, Pendleton will feature the winning Sioux artist in its catalog and on its website, identifying the artist and the Sioux-inspired design and further reaffirming the significance of the IACA.

7. More broadly, in furtherance of these efforts, Pendleton is in the process of changing all product names so that they do not use Native American tribal names, unless the company has reached agreement with a specific Native American tribe authorizing it to use that tribe's name.[1]

---

[1] For example, the Navajo Nation contacted Pendleton recently, by a form letter sent from one of its outside law firms, demanding that the company cease using the Navajo name. My partner contacted

We appreciate your suggestion that Pendleton stores carry Sioux Star quilts produced by Native artists. However, as mentioned, Pendleton does not carry any non-Pendleton made blankets or quilts in its stores, so this is not workable. Likewise, regarding your suggestion that Pendleton provide funds to produce a Sioux promotional video, the company must respectfully decline this request as well.

I look forward to speaking with you about each of these items and the overall structuring of a settlement when we next confer. Pendleton highly values its longstanding relationships with the Native American community and its culture. I will further reiterate the company's desire and commitment to work with the IACA Board, not on a short term basis or simply to settle this matter at the investigatory level, but more importantly, to advance a long-term relationship.

Sincerely,

LANE POWELL PC

Steven B. Ungar

SBU:rr

cc: Mr. David P. Armentrout

005436.0665/5376480.1

---

this attorney, whom after speaking with officials from that tribe and the American Indian College Fund (which had a Native artist design a blanket for the AICF, and asked Pendleton to manufacture it). The lawyer apologized for sending this letter and, avoiding an adversarial situation, the Navajo Tribe will be providing a license for Pendleton to use the Navajo name.

US Department of Justice

Brendan V. Johnson
United States Attorney
District of South Dakota

PO Box 2638
Sioux Falls, SD 57101-2638
605.330.4400
FAX: 605.330.4405

October 18, 2010

Arthur Goldberg, Assistant Director
Federal Programs Branch
U.S. Department of Justice
20 Massachusetts Avenue, NW
Washington, DC 20530

Dear Mr. Goldberg:

I am forwarding a referral from the Indian Arts and Crafts Board ("IACB") involving an alleged violation of the Indian Arts and Crafts Act ("IACA") by Pendleton Woolen Mills ("Pendleton"). As you can see, the referral was made to our office, but it is my understanding that this case is within the jurisdiction of the Federal Programs Branch. I am respectfully requesting that this case be delegated to our office, or in the alternative that we be allowed to work with the Federal Programs Branch in prosecuting this matter.

Robert Gusinsky, an AUSA with our civil division, has already reviewed the referral and prepared a legal memorandum, which I am also attaching. Mr. Gusinsky concluded that Pendleton has violated and continues to violate the IACA.

I understand that you previously opined that the referral must come from the Secretary of the Interior. Mr. Gusinsky followed up on this matter, and received an opinion from the Solicitor General's Office that the IACB, pursuant to Interior's rules, is authorized to make a direct referral to DOJ. *See* attached e-mail correspondence. In addition, the IACA was recently amended. Previously, 25 U.S.C. 305d(b) stated: "The Board may recommend that the Secretary of the Interior refer the matter to the Attorney General for civil action under section 305e of this title." (Emphasis added). The 2010 amendments to the IACA rewrote 305d(b) as 305d(d) and removed the word "Secretary." The current wording of 305d(d) is: "In lieu of, or in addition to, any criminal proceeding under subsection (c), the Board may recommend that the Attorney General initiate a civil action

under section 305e of this title." Nevertheless, 25 U.S.C. 305e(d)(1)A) remains unchanged in that it describes persons authorized to bring suit as "the Attorney General, at the request of the Secretary..." However, as noted in the attached e-mail, it is the Solicitor General's Office's opinion that the IACB is authorized to make the referral pursuant to Interior's internal rules.

The District of South Dakota has nine reservations, all of which are affected by the specific violations attributable to Pendleton. The US Attorney's Office for the District of South Dakota is unwavering in its commitment to enforce laws affecting Native Americans. While the vast majority of our efforts focus on enforcing criminal laws, I also strongly believe that we should enforce laws intended to further and protect Tribes' economic development, such as the IACA. Accordingly, our office is very interested in pursuing this referral.

To the best of our knowledge this will be the first case brought by the Justice Department under the IACA. All previous cases were brought by private individuals or private arts and crafts organizations. I feel that South Dakota is a good forum in which to bring this first of its kind case.

Please feel free to contact either myself or Mr. Gusinsky with any questions.

Sincerely,

BRENDAN V. JOHNSON
United States Attorney

BVJ/cmr

cc: Meredith Stanton (w/o enclosures) ✓

VanWey, Kenneth <kenneth_van_wey@ios.doi.gov>

Fwd: Pendleton update

1 message

Fry, Ashley <ashley_fry@ios.doi.gov> Thu, Feb 7, 2013 at 11:43 AM
To: Meridith Stanton <meridith_stanton@ios.doi.gov>, Kenneth VanWey <Kenneth_Van_Wey@ios.doi.gov>

This getting a little nuts now.

——— Forwarded message ———
From: **Nemeroff, Patrick G. (CIV)** <Patrick.G.Nemeroff@usdoj.gov>
Date: Thu, Feb 7, 2013 at 11:36 AM
Subject: RE: Pendleton update
To: Ashley_Fry@ios.doi.gov
Cc: Meridith_Stanton@ios.doi.gov

Ashley,

It Meridith out of the office this week? Pendleton's attorney is asking whether we are considering their proposal, and I would very much like to give them some update by the end of the week.

Regards,

Patrick

From: Nemeroff, Patrick G. (CIV)
Sent: Wednesday, February 06, 2013 2:52 PM
To: Stanton, Meridith (Meridith_Stanton@ios.doi.gov)
Cc: Fry, Ashley (Ashley_Fry@ios.doi.gov)
Subject: RE: Pendleton update

Meridith,

Do you have time this week to talk? I want to respond to Steve sooner rather than later so that we can keep momentum in these settlement talks.

Thanks,

Patrick

From: Nemeroff, Patrick G. (CIV)
Sent: Tuesday, February 05, 2013 10:46 AM
To: Stanton, Meridith (Meridith_Stanton@ios.doi.gov)
Subject: Pendleton update

Meridith,

Pendleton's attorney, Steven Ungar, called me in response to our latest settlement offer. Steven and I had a long conversation and he outlined a possible counteroffer from Pendleton. However, he indicated that Mort Bishop, the president of Pendleton, would like to meet with you before moving forward with settlement discussions. He proposed that the meeting could be with or without counsel (Steven and myself). Mr. Bishop is prepared to fly here to meet with you at your convenience.

Can we set up a time in the next few days to discuss this? I have meetings all morning tomorrow, but am free this afternoon, tomorrow afternoon, and Thursday. I'd like to respond to Pendleton before the end of this week.

Thanks,

Patrick

Patrick Nemeroff

Trial Attorney

U.S. Department of Justice

Civil Division, Federal Programs Branch

20 Massachusetts Avenue, NW Room 5381

Washington, D.C. 20001

(202) 305-8727

-

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Stanton, Meridith <meridith_stanton@ios.doi.gov>

RE: Pendleton update

1 message

Nemeroff, Patrick G. (CIV) <Patrick.G.Nemeroff@usdoj.gov> Wed, Feb 6, 2013 at 2:51 PM
To: Meridith_Stanton@ios.doi.gov
Cc: Ashley_Fry@ios.doi.gov

Meridith,

Do you have time this week to talk? I want to respond to Steve sooner rather than later so that we can keep momentum in these settlement talks.

Thanks,

Patrick

From: Nemeroff, Patrick G. (CIV)
Sent: Tuesday, February 05, 2013 10:46 AM
To: Stanton, Meridith (Meridith_Stanton@ios.doi.gov)
Subject: Pendleton update

Meridith,

Pendleton's attorney, Steven Ungar, called me in response to our latest settlement offer. Steven and I had a long conversation and he outlined a possible counteroffer from Pendleton. However, he indicated that Mort Bishop, the president of Pendleton, would like to meet with you before moving forward with settlement discussions. He proposed that the meeting could be with or without counsel (Steven and myself). Mr. Bishop is prepared to fly here to meet with you at your convenience.

Can we set up a time in the next few days to discuss this? I have meetings all morning tomorrow, but am free this afternoon, tomorrow afternoon, and Thursday. I'd like to respond to Pendleton before the end of this week.

Thanks,

Patrick

Patrick Nemeroff

Trial Attorney

U.S. Department of Justice

Civil Division, Federal Programs Branch

20 Massachusetts Avenue, NW Room 5381

Washington, D.C. 20001

(202) 305-8727

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