Re: Pendleton

Meridith Stanton <meridith_stanton@ios.doi.gov> Sat, May 18, 2013 at 1:20 PM
To: charwood@ftc.gov

Hi Chuck,
My view is that we have a serious settlement proposal on the table, and Pendleton needs to provide a serious response, instead of these end-run actions. Best, Meridith

---

From: Harwood, Charles A. [mailto:charwood@ftc.gov]
Sent: Friday, May 17, 2013 08:53 PM
To: 'Meridith_Stanton@ios.doi.gov' <Meridith_Stanton@ios.doi.gov>
Subject: Fw: Pendleton

Thoughts?
Charles Harwood
FTC, Bureau of Consumer Protection

Sent from my Blackberry

From: Mort Bishop III [mailto:MORT.BISHOPIII@penwool.com]
Sent: Friday, May 17, 2013 09:47 PM
To: Harwood, Charles A.
Subject: RE: Pendleton

Thank you, Mr Harwood. Yes, I was reaching out to you knowing your role as a member of the Board and the Board's advisory nature. We contacted Chairperson [redacted] as well. We have indicated to the DOJ Pendleton's willingness to talk with your Board and or travel to Washington DC to speak with Meredith Stanton, Executive Director but that unfortunately does not seem to be an option either. We feel that the issue brought to our attention has been given the benefit of the doubt as Pendleton has always tried to be upstanding in our relationships and to follow the law and to be good citizens with the American Indian community. If there has been a transgression, we trust that we have made amends and offered an amicable solution. I appreciate your response and respect your wishes. Sincerely, Mort Bishop

---

From: Harwood, Charles A. [mailto:charwood@ftc.gov]
Sent: Friday, May 17, 2013 5:50 PM
To: Mort Bishop III
Subject: RE: pendleton

Dear Mr. Bishop,

Thank you for your email message and your call this morning regarding the Indian Arts and Crafts Board and the Department of Justice. I apologize for the delay in responding. I am traveling on the West Coast today and do not have regular access to my phone or computer.

I understand you are contacting me in my capacity as a Commissioner of the Indian Arts and Crafts Board. The Indian Arts and Crafts Board is an advisory board within the Department of the Interior that, among other things, oversees generally the enforcement of the Indian Arts and Crafts Act. However, the Board is not involved with decisions about whether to initiate specific enforcement actions under the Act. Accordingly, attorneys for the Department of the Interior, have advised the Commissioners not to discuss pending investigations or cases.

Thus, regretfully, I cannot discuss with you any specific case or investigation involving the Indian Arts and Crafts Act.

I am sorry I cannot be of assistance in this matter.

Charles Harwood

From: Mort Bishop III [mailto:MORT.BISHOPIII@penwool.com]
Sent: Friday, May 17, 2013 2:00 PM
To: Harwood, Charles A.
Subject: FW:pendleton

Charles Harwood

Deputy Director, Federal Trade Commission

600 Pennsylvania Avenue NW

Washington, DC 20580

Dear Mr. Harwood:

I would like to speak to you regarding the Indian Arts and Crafts Board and the Department of Justice.

Please call me at [redacted] or email at mort.bishopiii@penwool.com.

Thank you.

Sincerely,

Mort Bishop III
President

Pendleton Woolen Mills

220 NW Broadway

Portland, OR 97209

Re: Pendleton Woolen Mills

1 message

Stanton, Meridith <meridith_stanton@ios.doi.gov> Fri, May 17, 2013 at 5:38 PM
To: "Harwood, Charles A." <charwood@ftc.gov>
Cc: Robert Stanton <Robert_Stanton@ios.doi.gov>

Hi Chuck,

Understood.

Yes, it is in litigation.

Meridith

On Fri, May 17, 2013 at 4:08 PM, Harwood, Charles A. <charwood@ftc.gov> wrote:

> I will give you a call in a short time. I suspect he called me because of my ties to the northwest and specifically Oregon—where Pendleton is headquartered. In the message he left, he referenced information from my bio. I feel like I need to call him back, if only to advise him that my attorneys have requested that I not speak with him about the particular matter he is calling about.
>
> I assume this is a matter in litigation?
>
> Chuck

> **From:** Stanton, Meridith [mailto:meridith_stanton@ios.doi.gov]
> **Sent:** Friday, May 17, 2013 12:16 PM
> **To:** Harwood, Charles A.
> **Cc:** Robert Stanton
> **Subject:** Re: Pendleton Woolen Mills
>
> Chuck,
>
> Thank you for the heads up.

Pendleton is trying to run a back door maneuver by reaching out to you and by their communications with [redacted] They are calling you about a civil Act matter being handled by our attorneys in the Department of the Interior and the USDOJ Federal Programs Branch. Our attorneys would prefer that the IACB Commissioners not speak to Pendleton, as - unfortunately - [redacted] has done, as this is causing confusion. I can speak with you later today if you'd like. I have keep Mr. Stanton in the loop, and have reached out to him again this afternoon after fielding a call from our DOI attorney regarding Pendleton's interaction with Harvey.

Meridith

——— 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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–

Meridith Z. Stanton
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Stanton, Meridith

To: Gusinsky, Robert (USASD)
Cc: [redacted]
Subject: RE: Return Trip to [redacted]

Hi Robert,
The last leg of the trip, that will include [redacted] s still evolving. We should have a better idea of our Thursday/Friday schedule by Tues./Wednesday, and will circle back to you then. Thank you for connecting us with Diana. We look forward to meeting with her and her colleagues on Monday.
Look forward to catching up with you!
Meridith

From: Gusinsky, Robert (USASD) [mailto:Robert.Gusinsky@usdoj.gov]
Sent: Thursday, December 09, 2010 11:46 AM
To: Stanton, Meridith
Cc: [redacted]; Ryan, Diana (USASD); Shepherd, Ann (USASD)
Subject: RE: Return Trip to [redacted]

Hi Meredith. I will be in [redacted] on Friday and Saturday of next week. I have a [redacted] on Friday, and 9:00 am court on Thursday (shouldn't take more that 30 minutes).

I am copying Diana Ryan, our civil chief in Sioux Falls who participated in the phone conference that we had.

Looking forward to seeing you and [redacted]

This E-mail may contain sensitive and/or privileged information. If you are not the intended recipient (or have received this E-mail in error) please notify the sender immediately and destroy this E-mail. Any unauthorized copying, disclosure or distribution of the material in this E-mail is strictly forbidden

Robert Gusinsky
Assistant U.S. Attorney
District of South Dakota
515 Ninth Street Suite 201
Rapid City, SD 57701
(605) 342-7822
Robert.Gusinsky@USDOJ.gov

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Thursday, December 09, 2010 9:43 AM
To: Gusinsky, Robert (USASD)
Cc: [redacted]
Subject: Return Trip to [redacted]

Hi Robert,

[redacted] The meetings and other arrangements are evolving, but we will most likely have more time in [redacted] that I had originally anticipated. If this remains the case, I was wondering if you believed it would be a good idea to meet with the

AUSA we spoke with on the phone [redacted]n you and Patrick. I thought she was calli[redacted]n from [redacted] but perhaps it was [redacted]. We will be in [redacted] as well, but only for a very short period of time.

Are you going to be in [redacted] on Thursday or Friday of next week? We anticipate covering quite a bit of ground both days, and it is still up in the air when we will be on Pine Ridge, but if you have the time and will be in town we would like to have the opportunity to speak with you.

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)
202-208-3889 (direct)
1-888-Art-Fake (toll free)
202-208-4382 (fax)

Stanton, Meridith

From: Nemeroff, Patrick G. (CIV) [Patrick.G.Nemeroff@usdoj.gov]
Sent: Monday, November 22, 2010 4:17 PM
To: [redacted]
Cc: Stanton, Meridith
Subject: RE: Questions for [redacted]

Hi [redacted]

It was great meeting with you and Meridith as well. I really appreciate your taking the time to stop by my office while you were in Washington D.C. I hope the rest of the trip was productive and smooth.

As far as the [redacted] go, I think it makes sense for you and Meridith to develop an [redacted]. You have a better idea for the [redacted] be [redacted] Can you shoot to provide a [redacted] to me by Monday, December 6th? That will give us the week to discuss [redacted] and polish the [redacted]. Of course, I would be happy to look at [redacted] sooner if you have it.

As general guidance, [redacted] Just brainstorming here, I've listed [redacted] below that I would include:

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

[redacted]

Thanks in advance for all of your work on this. I very much appreciate it.

Best,
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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-----Original Message-----
From: [redacted] [mailto:[redacted]]
Sent: Monday, November 22, 2010 10:56 AM
To: Nemeroff, Patrick G. (CIV)
Cc: Stanton, Meridith
Subject: Questions for Quiltmakers

Hi Patrick,

Thank you again for taking the time to meet with Meridith and me last week. It was nice to have the opportunity to meet you.

[redacted]
Specifically, would you like Meridith and I to draft some things up and run it past you, or would you prefer to provide some initial guidance that would reflect the specific direction that you would like this to go. I am of course happy either way, but I wanted to start with your thoughts.
We
are planning the [redacted] for the week of December 12 - 18.

Thanking you in advance,

[redacted]

[redacted]
([redacted] Phone
([redacted] FAX (Secure Direct)

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From Nemeroff, Patrick G. (CIV) **Date** 11/16/2010 3:38:58 PM
To Gusinsky, Robert (USASD)
Cc Ryan, Diana (USASD); Stanton, Meridith; [redacted]; Shepherd, Ann (USASD)
Subject RE: Change in Pendleton web page

Hi Robert,

It was great speaking with you as well. Thanks for these files and for all of your continued help putting this together.

Best,
Patrick

From: Gusinsky, Robert (USASD)
Sent: Tuesday, November 16, 2010 3:22 PM
To: Nemeroff, Patrick G. (CIV)
Cc: Ryan, Diana (USASD); Stanton, Meridith; [redacted]; Shepherd, Ann (USASD)
Subject: Change in Pendleton web page

Hi Patrick.

Pleasure again to talk to you. It sounds like you have put a lot of time and effort into the case. [redacted]

<<Pendleton Home Page.jpg>>

<<20101116130506746.pdf>>

From Stanton, Meridith **Date** 11/3/2010 7:19:21 PM
To Khanam, Ferdousi; Hill, Michele K
Cc Fry, Ashley; VanWey, Kenneth J
Subject FW: Pendleton Case

Please remind me we have a call with the SD AUSA tomorrow at noon EST.

From: Gusinsky, Robert (USASD) [mailto:Robert.Gusinsky@usdoj.gov]
Sent: Wednesday, November 03, 2010 6:49 PM
To: Stanton, Meridith
Subject: Re: Pendleton Case

Yes.

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Wednesday, November 03, 2010 06:31 PM
To: Gusinsky, Robert (USASD)
Cc: [redacted]>; Fry, Ashley <Ashley_Fry@ios.doi.gov>
Subject: RE: Pendleton Case

Hi Robert,

Would noon EST tomorrow work for you?

Meridith

From: Gusinsky, Robert (USASD) [mailto:Robert.Gusinsky@usdoj.gov]
Sent: Wednesday, November 03, 2010 5:39 PM
To: Stanton, Meridith
Cc: [redacted]; Fry, Ashley
Subject: RE: Pendleton Case

Meredith. Any of those days will work.

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Robert Gusinsky
Assistant U.S. Attorney
District of South Dakota
515 Ninth Street Suite 201
Rapid City, SD 57701
(605) 342-7822
Robert.Gusinsky@USDOJ.gov

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Wednesday, November 03, 2010 3:37 PM
To: Gusinsky, Robert (USASD)
Cc: [redacted]; Fry, Ashley
Subject: FW: Pendleton Case

Hi Robert,

Per your earlier email, I know the call is best for you this week. When might be a good time for us to call you to discuss the following this Thursday or Friday?

Meridith

From: Nemeroff, Patrick G. (CIV) [mailto:Patrick.G.Nemeroff@usdoj.gov]
Sent: Wednesday, November 03, 2010 5:10 PM
To: Stanton, Meridith
Cc: Gusinsky, Robert (USASD)
Subject: Pendleton Case

Hi Meridith,

I am still working on the authorization memo regarding the Pendleton case we discussed over the phone on Monday. As I mentioned to you on Monday [redacted]

[redacted]

I appreciate your help with the above issues. [redacted]

Thanks!
Patrick G. Nemeroff
Trial Attorney
U.S. Department of Justice
Civil Division, Federal Programs Branch
20 Massachusetts Avenue NW
Washington, D.C. 20530
Tel: (202) 305-8727
Fax: (202) 616-8470

From Gusinsky, Robert (USASD) **Date** 11/3/2010 6:49:50 PM
To Stanton, Meridith
Cc
Subject Re: Pendleton Case

Yes.

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Wednesday, November 03, 2010 06:31 PM
To: Gusinsky, Robert (USASD)
Cc: [redacted] Fry, Ashley <Ashley_Fry@ios.doi.gov>
Subject: RE: Pendleton Case

Hi Robert,

Would noon EST tomorrow work for you?

Meridith

From: Gusinsky, Robert (USASD) [mailto:Robert.Gusinsky@usdoj.gov]
Sent: Wednesday, November 03, 2010 5:39 PM
To: Stanton, Meridith
Cc: [redacted]; Fry, Ashley
Subject: RE: Pendleton Case

Meredith. Any of those days will work.

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To: Gusinsky, Robert (USASD)
Cc: [redacted] Fry, Ashley
Subject: FW: Pendleton Case

Hi Robert,

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Meridith

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To: Stanton, Meridith
Cc: Gusinsky, Robert (USASD)
Subject: Pendleton Case

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[redacted]

I appreciate your help with the above issues. [redacted]

Thanks!
Patrick G. Nemeroff
Trial Attorney
U.S. Department of Justice
Civil Division, Federal Programs Branch
20 Massachusetts Avenue NW
Washington, D.C. 20530
Tel: (202) 305-8727
Fax: (202) 616-8470

Stanton, Meridith

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Sent: Wednesday, November 03, 2010 5:10 PM
To: Stanton, Meridith
Cc: Gusinsky, Robert (USASD)
Subject: Pendleton Case

Hi Meridith,

I am still working on the authorization memo regarding the Pendleton case we discussed over the phone on Monday. As I mentioned to you on Monday, [redacted]

[redacted]

I appreciate your help with the above issues. [redacted]

Thanks!
Patrick G. Nemeroff
Trial Attorney
U.S. Department of Justice
Civil Division, Federal Programs Branch
20 Massachusetts Avenue NW
Washington, D.C. 20530
Tel: (202) 305-8727
Fax: (202) 616-8470

Rec'd
OCT 25
Indian Arts and Crafts Board
Washington, D.C.

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) ✓

From Stanton, Meridith **Date** 8/19/2010 2:03:13 PM
To VanWey, Kenneth J
Cc
Subject Fw: Pendleton

From: Hagen, Leslie (USANAC) <Leslie.Hagen3@usdoj.gov>
To: Chaney, Christopher (USAEO) <Christopher.Chaney@usdoj.gov>; Stanton, Meridith
Sent: Thu Aug 19 11:45:08 2010
Subject: Re: Pendleton

If I recall correctly it is a civil case at issue. I reread amended IACA again this morning. Fed Programs may be keying in on language in Section 102 (d) that "the Board may recommend that the AG initiate a civil action under Section 6"

And, then later in the statute it says "a civil action under subsection (b) may be initiated by the AG, at the request of the Secretary acting on behalf of....."
Maybe this is what leads them to believe everything needs to start at Main Justice???

From: Chaney, Christopher (USAEO)
Sent: Thursday, August 19, 2010 07:59 AM
To: Stanton, Meridith <Meridith_Stanton@ios.doi.gov>; Hagen, Leslie (USANAC)
Subject: RE: Pendleton

Meridith,

Seems to me this case has gotten off course. I think the USAO has discretion to handle as they see fit don't they Leslie?

Chris

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Wednesday, August 18, 2010 1:07 PM
To: Hagen, Leslie (USANAC); Chaney, Christopher (USAEO)
Subject: Fw: Pendleton

Leslie and Chris,
What do you make of this?
Meridith

From: Gusinsky, Robert (USASD) <Robert.Gusinsky@usdoj.gov>
To: Stanton, Meridith
Cc: Ryan, Diana (USASD) <Diana.Ryan@usdoj.gov>
Sent: Wed Aug 18 11:47:16 2010
Subject: Pendleton

We did get the go ahead from our US Attorney, but I was to ensure that the case can be handled by us as opposed to main DOJ. My inquiry to the federal programs branch yielded

the following:

1. The action must be approved by the civil division at DOJ who will make the determination of whether the matter will be handled by main justice or delegated to our office.

2. The referral must come from the Secretary. Is there anything that would indicate that the Secretary delegated this authority to the IACB? Perhaps this would be a question that the solicitor must answer. If not, the referral must come directly from the Secretary.

If the authority is delegated to the IACB or in the alternative, we can get a referral from the Secretary, I would be happy to pass this matter on for approval by main DOJ.

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Robert Gusinsky

Assistant U.S. Attorney

District of South Dakota

515 Ninth Street Suite 201

Rapid City, SD 57701

(605) 342-7822

Robert.Gusinsky@USDOJ.gov

VanWey, Kenneth J

From: Stanton, Meridith
Sent: Wednesday, August 18, 2010 1:11 PM
To: VanWey, Kenneth J
Subject: Fw: Pendleton

????

From: Stanton, Meridith
To: 'Leslie.Hagen3@usdoj.gov' <Leslie.Hagen3@usdoj.gov>; 'Christopher.Chaney@usdoj.gov' <Christopher.Chaney@usdoj.gov>
Sent: Wed Aug 18 13:06:58 2010
Subject: Fw: Pendleton

Leslie and Chris,
What do you make of this?
Meridith

From: Gusinsky, Robert (USASD) <Robert.Gusinsky@usdoj.gov>
To: Stanton, Meridith
Cc: Ryan, Diana (USASD) <Diana.Ryan@usdoj.gov>
Sent: Wed Aug 18 11:47:16 2010
Subject: Pendleton

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Robert Gusinsky

Assistant U.S. Attorney

District of South Dakota

515 Ninth Street Suite 201

Rapid City, SD 57701

(605) 342-7822

Robert.Gusinsky@USDOJ.gov

From Gusinsky, Robert (USASD) **Date** 8/18/2010 11:47:37 AM
To Stanton, Meridith
Cc Ryan, Diana (USASD)
Subject Pendleton

We did get the go ahead from our US Attorney, but I was to ensure that the case can be handled by us as opposed to main DOJ. My inquiry to the federal programs branch yielded the following:

1. The action must be approved by the civil division at DOJ who will make the determination of whether the matter will be handled by main justice or delegated to our office.

2. The referral must come from the Secretary. Is there anything that would indicate that the Secretary delegated this authority to the IACB? Perhaps this would be a question that the solicitor must answer. If not, the referral must come directly from the Secretary.

If the authority is delegated to the IACB or in the alternative, we can get a referral from the Secretary, I would be happy to pass this matter on for approval by main DOJ.

This E-mail may contain sensitive and/or privileged information. If you are not the intended recipient (or have received this E-mail in error) please notify the sender immediately and destroy this E-mail. Any unauthorized copying, disclosure or distribution of the material in this E-mail is strictly forbidden

Robert Gusinsky

Assistant U.S. Attorney

District of South Dakota

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(605) 342-7822

Robert.Gusinsky@USDOJ.gov

United States Department of the Interior

INDIAN ARTS AND CRAFTS BOARD
WASHINGTON, D.C. 20240

PRIVILEGED AND CONFIDENTIAL INFORMATION

April 16, 2010

Brendan V. Johnson
U.S. Attorney, District of South Dakota
Department of Justice
P.O. Box 2638
Sioux Falls, South Dakota 57101

Re: Violation of the Indian Arts and Crafts Act, 25 USC § 305e
Pendleton Woolen Mills

Dear Mr. Johnson:

The Indian Arts and Crafts Board (IACB) was created by the Indian Arts and Crafts Act of 1935 to promote the economic development of American Indians and Alaska Natives through the expansion of the Indian arts and crafts market. As amended in 1990, the Indian Arts and Crafts Act (Act) prohibits the offer or display for sale or sale of any good in a manner that falsely suggests it is Indian produced, an Indian product, or the product of a particular Indian Tribe.[1] The unqualified use of the name of a particular Indian Tribe, in connection with an art of craft product, is interpreted to mean that the maker of that product is a member of the Tribe named and the product is an Indian product.[2] The IACB's top priority is the implementation and enforcement of these provisions of the Act.

It was brought to the attention of the IACB that Pendleton Woolen Mills, Inc. (Pendleton) marketed several products containing the terms "Sioux" or "Lakota" in its 2009 Holiday Catalog. After reviewing Pendleton's catalog[3] and website[4], www.pendleton-usa.com, the IACB observed the unqualified use of several Tribal names as descriptors of products throughout the catalog and

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[1] 25 USC § 305e(a)

[2] 25 CFR § 309.24(a)(1)

[3] Attachment A

[4] Attachment B

CC: SURNAME
CHRONY

website[5], including "Yavapai," "Hidatsa," "Navajo," and "Dakota." Additionally, Pendleton's website contains a section under the "Home & Blankets" link entitled "Native American" which directs consumers to a variety of products from shawls to baby blankets[6]. The products offered for sale by Pendleton include a "Sioux Star Quilt," a "Sioux Star Blanket," "Lakota Dinnerware," and "Lakota Glassware." Those who produce and market art and craftwork should honestly represent and clarify the degree of Indian involvement in the production of the art and craftwork when it is sold, displayed, or offered for sale. A product in the style of an Indian art or craft product that is not made by an Indian does not meet the definition of an "Indian product" under the Act.[7] Pendleton's unqualified use of the terms "Sioux" and "Lakota" is a clear violation of the Act because the products marketed are not produced by members of federally or officially State recognized Sioux Tribes.

Following our review of Pendleton's catalog and website, the IACB sent Pendleton a letter on January 12, 2010[8]. The letter informed the company about the Act and explained that the unqualified use of the name of a Tribe violates the Act if the goods are not produced by enrolled members of the named Tribe. The letter also recommended that Pendleton refrain from using the names of particular Tribes when marketing products unless those products are produced by members of the Tribes named.

In its response on February 11, 2010[9], Pendleton stated that it understands the Act and that its products are inspired by the Tribes indicated in the product names. However, Pendleton declined to change its marketing practices. Other than a general statement that "there are some circumstances in which Pendleton hires Native American designers to design blankets for its Legendary Series," Pendleton provided no indication that its goods are made by individual Indians. Pendleton did not indicate that there will be any changes to its practices that would bring its marketing activities into compliance with the Act.

Star quilts and pottery are produced by members of federally recognized Sioux Tribes, and the sale of these products serves as the main source of income for many Sioux artists and artisans. Pendleton's marketing and selling inauthentic products as "Sioux" and "Lakota" wrongfully exploits the goodwill and integrity associated with the South Dakota Sioux Tribes. Pendleton's actions undercut the sales of authentic Sioux art and craftwork, and thus, impede the ability for

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[5] Attachment C

[6] Attachment D

[7] 25 CFR §309.7

[8] Attachment E

[9] Attachment F

Sioux Tribal members to generate income from the sale of their own traditional art and craftwork.

The Indian Arts and Crafts Act authorizes the IACB to recommend that the Secretary of the Interior refer violations of the Act to the Attorney General for civil action.[10] Under the Act, civil suits for damages or equitable relief can be filed by the Attorney General of the United States upon request of the Secretary of the Interior on behalf of an Indian Tribe, against a person who directly or indirectly offers or displays for sale or sells a good in a manner that falsely suggests it is the product of a particular Indian Tribe resident within the United States.[11] The IACB submits this case to the Attorney General for civil prosecution under the Act on behalf of the Sioux Tribes in the State of South Dakota and requests the U.S. Attorney's Office to commence civil action against Pendleton Woolen Mills, Inc.

Thank you for taking the time to review this matter. If you have any questions or concerns, I can be reached at 202-208-3773 and Meridith_Stanton@ios.doi.gov.

Sincerely,

Meridith Z. Stanton
Director

Enclosures

[10] 25 USC § 305d

[11] 25 USC § 305e(c)(1)(A)

CC: SURNAME
CHRONY

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5. Attachment C: Print outs of Pendleton website, other products marketed using Tribal names
6. Attachment D: Print out of Pendleton website, Native American category under "Home & Blankets" link
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9. Attachment F: Pendleton's February 11, 2010, response
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11. 25 USC § 305e(c)(1)(A)
12. Sample referral: Native American Arts, Inc. v. Bud K World Wide, Inc., filed 03/05/2010

LexisNexis

LEXSTAT 25 USC 305E

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*** CURRENT THROUGH PL 111-145, APPROVED 3/4/2010 ***

TITLE 25. INDIANS
CHAPTER 7A. PROMOTION OF SOCIAL AND ECONOMIC WELFARE

Go to the United States Code Service Archive Directory

25 USCS § 305e

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

(a) Injunctive or other equitable relief; damages. A person specified in subsection (c) 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.

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

(c) Persons who may initiate civil actions.

(1) A civil action under subsection (a) may be commenced--

(A) by the Attorney General of the United States upon request of the Secretary of the Interior on behalf of an Indian who is a member of an Indian tribe or on behalf of an Indian tribe or Indian arts and crafts organization;

(B) by an Indian tribe on behalf of itself, an Indian who is a member of the tribe, or on behalf of an Indian arts and crafts organization; or

(C) by an Indian arts and crafts organization on behalf of itself, or by an Indian on behalf of himself or herself.

(2) Any amount recovered pursuant to this section shall be paid to the individual Indian, Indian tribe, or Indian arts and crafts organization, except that--

(A) in the case of paragraph (1)(A), the Attorney General may deduct from the amount recovered--

(i) the amount for the costs of suit and reasonable attorney's fees awarded pursuant to subsection (b) and deposit the amount of such costs and fees as a reimbursement credited to appropriations currently available to the Attorney General at the time of receipt of the amount recovered; and

(ii) the amount for the costs of investigation awarded pursuant to subsection (b) and reimburse the Board the amount of such costs incurred as a direct result of Board activities in the suit; and

(B) in the case of paragraph (1)(B), the amount recovered for the costs of suit and reasonable attorney's fees pursuant to subsection (b) may be deducted from the total amount awarded under subsection (a)(2).

(d) Definitions. As used in this section--

(1) the term "Indian" means any individual who is a member of an Indian tribe; or for the purposes of this section is certified as an Indian artisan by an Indian tribe;

(2) subject to subsection (f), the terms "Indian product" and "product of a particular Indian tribe or Indian arts and crafts organization" has the meaning given such term in regulations which may be promulgated by the Secretary of the Interior;

(3) the term "Indian tribe" means--

(A) any Indian tribe, band, nation, Alaska Native village, or other organized group or community which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; or

(B) any Indian group that has been formally recognized as an Indian tribe by a State legislature or by a State commission or similar organization legislatively vested with State tribal recognition authority; and

(4) the term "Indian arts and crafts organization" means any legally established arts and crafts marketing organization composed of members of Indian tribes.

(e) Severability. In the event that any provision of this section is held invalid, it is the intent of Congress that the remaining provisions of this section shall continue in full force and effect.

(f) Regulations. Not later than 180 days after the date of enactment of the Indian Arts and Crafts Enforcement Act of 2000 [enacted Nov. 9, 2000], the Board shall promulgate regulations to include in the definition of the term "Indian product" specific examples of such product to provide guidance to Indian artisans as well as to purveyors and consumers of Indian arts and crafts, as defined under this Act [*25 USCS §§ 305* et seq.].

tack, pouches, bags, and hide paintings, are Indian products.

(b) Specific examples include, but are not limited to: narrative painted hides, martingales, saddles, bonnet cases, drapes, quirts, forelocks, rosettes, horse masks, bridles, head stalls, cinches, saddle bags, side drops, harnesses, arm bands, belts, and other hand crafted items with studs and tooling.

[68 FR 35170, June 12, 2003]

§ 309.19 What are examples of pottery and ceramics that are Indian products?

(a) Pottery, ceramics, and related arts and crafts items made or significantly decorated by an Indian, including, but not limited to, a broad spectrum of clays and ceramic material, are Indian products.

(b) Specific examples include, but are not limited to: ollas, pitch vessels, pipes, raku bowls, pitchers, canteens, effigy pots, wedding vases, micaceous bean pots, seed pots, masks, incised bowls, blackware plates, redware bowls, polychrome vases, and storytellers and other figures.

[68 FR 35170, June 12, 2003]

§ 309.20 What are examples of sculpture, carving, and pipes that are Indian products?

(a) Sculpture, carving, and pipes made by an Indian, including, but not limited to, wood, soapstone, alabaster, pipestone, argillite, turquoise, ivory, baleen, bone, antler, and shell, are Indian products.

(b) Specific examples include, but are not limited to: kachina dolls, fetishes, animal figurines, pipestone pipes, moose antler combs, argillite bowls, ivory cribbage boards, whalebone masks, elk horn purses, and clamshell gorgets.

[68 FR 35170, June 12, 2003]

§ 309.21 What are examples of dolls and toys that are Indian products?

Dolls, toys, and related items made by an Indian, including, but not limited to, no face dolls, corn husk dolls, patchwork and palmetto dolls, reindeer horn dolls, lacrosse sticks, stick game articles, gambling sticks, gaming dice, miniature cradle boards, and yo-yos, are Indian products.

[68 FR 35170, June 12, 2003]

§ 309.22 What are examples of painting and other fine art forms that are Indian products?

Painting and other fine art forms made by an Indian including but, not limited to, works on canvas, photography, sand painting, mural, computer generated art, graphic art, video art work, printmaking, drawing, bronze casting, glasswork, and art forms to be developed in the future, are Indian products.

[68 FR 35170, June 12, 2003]

§ 309.23 Does this part apply to products made before 1935?

The provisions of this part do not apply to any art or craft products made before 1935.

[68 FR 35170, June 12, 2003]

§ 309.24 How will statements about Indian origin of art or craft products be interpreted?

(a) *In general.* The unqualified use of the term "Indian" or of the term "Native American" or the unqualified use of the name of an Indian tribe, in connection with an art or craft product, is interpreted to mean for purposes of this part that—

(1) The maker is a member of an Indian tribe, is certified by an Indian tribe as a non-member Indian artisan, or is a member of the particular Indian tribe named; and

(2) The art or craft product is an Indian product.

(b) *Products of Indians of foreign tribes*—(1) *In general.* The unqualified use of the term "Indian" or of the term "Native American" or the unqualified use of the name of a foreign tribe, in connection with an art or craft product, regardless of where it is produced and regardless of any country-of-origin marking on the product, is interpreted to mean for purposes of this part that—

(i) The maker is a member of an Indian tribe, is certified by an Indian tribe as a non-member Indian artisan, or is a member of the particular Indian tribe named;

(ii) The tribe is resident in the United States; and

(iii) The art or craft product is an Indian product.

(2) *Exception where country of origin is disclosed.* Paragraph (b) of this section does not apply to any art or craft for which the name of the foreign country of tribal ancestry is clearly disclosed in conjunction with marketing of the product.

Example. X is a lineal descendant of a member of Indian Tribe A. However, X is not a member of Indian Tribe A, nor is X certified by Indian Tribe A as a non-member Indian artisan. X may not be described in connection with the marketing of an art or craft product made by X as an Indian, a Native American, a member of an Indian tribe, a member of Tribe A, or as a non-member Indian artisan of an Indian tribe. However, the true statement may be used that X is of Indian descent, Native American descent, or Tribe A descent.

[61 FR 54555, Oct. 21, 1996; 61 FR 57002, Nov. 5, 1996. Redesignated at 68 FR 35170, June 12, 2003]

§ 309.25 How can an individual be certified as an Indian artisan?

(a) In order for an individual to be certified by an Indian tribe as a non-member Indian artisan for purposes of this part—

(1) The individual must be of Indian lineage of one or more members of such Indian tribe; and

(2) The certification must be documented in writing by the governing body of an Indian tribe or by a certifying body delegated this function by the governing body of the Indian tribe.

(b) As provided in section 107 of the Indian Arts and Crafts Act of 1990, Public Law 101–644, a tribe may not impose a fee for certifying an Indian artisan.

[61 FR 54555, Oct. 21, 1996. Redesignated at 68 FR 35170, June 12, 2003]

§ 309.26 What penalties apply?

A person who 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:

(a) Is subject to the criminal penalties specified in section 1159, title 18, United States Code; and

(b) Is subject to the civil penalties specified in section 305e, title 25, United States Code.

[61 FR 54555, Oct. 21, 1996. Redesignated at 68 FR 35170, June 12, 2003]

§ 309.27 How are complaints filed?

Complaints about protected products alleged to be offered or displayed for sale or sold in a manner that falsely suggests they are Indian products should be made in writing and addressed to the Director, Indian Arts and Crafts Board, Room 4004–MIB, U.S. Department of the Interior, 1849 C Street, NW, Washington, DC 20240.

[61 FR 54555, Oct. 21, 1996. Redesignated at 68 FR 35170, June 12, 2003]

PART 310—USE OF GOVERNMENT MARKS OF GENUINENESS FOR ALASKAN INDIAN AND ALASKAN ESKIMO HAND-MADE PRODUCTS

Sec.

310.1 Penalties.

ALASKAN INDIAN

310.2 Certificates of genuineness, authority to affix.
310.3 Conditions.
310.4 Application of mark.

ALASKAN ESKIMO

310.5 Certificates of genuineness, authority to affix.
310.6 Conditions.
310.7 Application of mark.

AUTHORITY: Sec. 3, 49 Stat. 892; 25 U.S.C. 305b. Interpret or apply sec. 2, 49 Stat. 891, as amended; 25 U.S.C. 305a.

SOURCE: 4 FR 515, Feb. 4, 1939, unless otherwise noted.

§ 310.1 Penalties.

The use of Government trade-marks in an unauthorized manner, or the colorable imitation of such marks, is subject to the criminal penalties imposed by section 5 of the said act (49 Stat. 892; 25 U.S.C., 305d), which provides:

Any person who shall counterfeit or colorably imitate any Government trade-

ATTACHMENT B

HOME & BLANKETS

Home Collections
Blankets
Throws
Native American
Decorative Pillows
Bedding Coordinates
Bedspreads / Duvet Covers
Sheets / Bed Skirts
Pillows
Window Panels
Furniture
Rugs / Windows
Bath
Tabletop And Linens
Home Decor / Accessories
Travel And Luggage
Fabric
For Little Ones
Round-up Collection

RECENTLY VIEWED

Sioux Star Quilt

Shown in RED

AVAILABLE COLORS (CLICK TO VIEW)

ALTERNATE VIEWS (CLICK TO VIEW)

SIOUX STAR QUILT

70838

The central image from our Sioux Star Legendary Blanket, a salute to the Sioux art of quilting, is reinterpreted on a cotton quilt. Hand-quilted. 100% cotton with cotton batting. Machine wash and dry. Do not dry clean. Imported.
{ more information }

- TWIN $148.00
- DOUBLE QN $198.00
- KING $248.00

Select Color

ADD MONOGRAMMING
{ what is an embroidered monogram? }

ADD EMBROIDERY
{ what is embroidered personalization? }

QUANTITY 1

ADD TO WISH LIST EMAIL A FRIEND

FABRIC/CARE

Machine wash, cold, gentle cycle, mild detergent.
Only non-chlorine bleach as needed.
Tumble dry low.
Use large capacity machine to insure free movement.
Reposition in dryer to prevent scorching.
Remove immediately.
Shake to fluff.
Do not dry clean.

MORE IDEAS

SIOUX STAR BLANKET
$198.00

SIOUX STAR QUILT SHAM
$48.00

HOME & BLANKETS

Home Collections
Blankets
Throws
Native American
Bed Blankets
Throws / Saddle Blankets
Baby Blankets
Legendary Series
Shawls
American Indian College Fund
Pillows / Shams
Decorative Pillows
Bedding Coordinates
Furniture
Rugs / Windows
Bath
Tabletop And Linens
Home Decor / Accessories
Travel And Luggage
Fabric
For Little Ones
Round-up Collection

Shown in BRIGHT RED

AVAILABLE COLORS (CLICK TO VIEW)

SIOUX STAR BLANKET

78256

In 1990, the Sioux Star design was inspired by quilt patterns that have been handmade for generations. Sioux quilts may take years to finish. Each one, with its own unique design, represents a memorial, an event, a person, or honors a special occasion. To commemorate this tradition, the Sioux Star blanket is truly a striking representation of the Sioux nation. 82% pure virgin wool/18% cotton warp. Dry clean. Made in the USA. 64" x 80".
(more information)

$198.00

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 CART

ADD TO WISH LIST EMAIL A FRIEND

SIZE CHART FABRIC/CARE

	BED BLANKET SIZES	THROW BLANKET SIZES
Twin	66" x 90"	64" x 80"
Double/Full	80" x 90"	
Queen	90" x 90"	86" x 90"
King	108" x 90"	108" x 86"

MORE IDEAS

HANGING TABS
$32.00

LANGUAGE OF THE ROBE BOOK
$38.00

WROUGHT IRON BLANKET HANGER
$168.00

SEARCH RESULTS

THERE ARE 13 PRODUCTS THAT MATCH YOUR SEARCH FOR **'LAKOTA DINNERWARE'**.

REFINE SEARCH: All Sizes All Colors

SORT BY: Relevance

LAKOTA TUMBLER, SET OF 4
$48.00

LAKOTA GOBLET, SET OF 4
$48.00

LAKOTA COFFEE MUGS, SET OF 4
$72.00

LAKOTA SALAD PLATE, SET OF 4
$72.00

LAKOTA SERVING PLATTER
$72.00

LAKOTA DINNER PLATE, SET OF 4
$88.00

LAKOTA VASE
$88.00

LAKOTA SOUP BOWL, SET OF 4
$72.00

LAKOTA PITCHER
$58.00

LAKOTA SERVING BOWL
$88.00

TABLE RUNNER
$190.00

PLACEMATS
$145.00

ATTACHMENT C

Shown in BLUE

AVAILABLE COLORS (CLICK TO VIEW)

YAVAPAI BLANKET

79019

The nomadic Yavapai or "People of the Sun" once occupied much of central Arizona. Yavapai women specialized in basketry, with some items woven tightly enough to hold water. The vivid pattern reflects the intricate Yavapai art of basketry. Now in a blue as brilliant as a cloudless Southwest desert sky. Reversible jacquard for two dramatically different looks. Like the original Native American trading blankets, it is unnapped. 82% pure virgin wool/18% cotton. Dry clean. Made in the USA.

{ more information }

- (•) TWIN $198.00
- ( ) QUEEN $278.00
- ( ) KING $318.00

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

ADD TO WISH LIST EMAIL A FRIEND

MORE IDEAS

LANGUAGE OF THE ROBE BOOK
$38.00

SIZE CHART FABRIC/CARE

	BED BLANKET SIZE	FOLDED SIZE
Twin	66" x 90"	94" x 66"
Double/Full	80" x 90"	
Queen	90" x 90"	90" x 90"
King	108" x 90"	108" x 90"

Shown in BLACK

AVAILABLE COLORS (CLICK TO VIEW)

HIDATSA EARTH BLANKET

70x62

84" x 60". From an Edward S. Curtis photograph, the Hidatsa Earth Blanket embodies the elements of earth and sky. The grey triangular step pattern in the center is called the mountain design. Each cross represents the four directions. 82% pure virgin wool/18% cotton, unnapped. Dry clean. Made in the USA. Created exclusively for the American Indian College Fund. Your purchase helps fund scholarships and other needs.
{ more information }

$275.00

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 WISH LIST EMAIL A FRIEND

MORE IDEAS

HANGING TABS
$32.00

WROUGHT IRON BLANKET HANGER
$188.00

LEARN MORE SIZE CHART FABRIC/CARE

American Indian College Fund
The American Indian College Fund raises money for 32 tribal colleges that serve 30,000 students representing 250 native tribes. The fund disburses approximately 5,000 scholarships annually for American Indian students seeking to better their lives through continued education. The tribal colleges play a vital role in the futures of Native American people, our country and, ultimately, people everywhere. For 98 years, Pendleton Woolen Mills has maintained a mutual respect for our original customers, Native Americans. That is one of the many reasons we are pleased to support this important philanthropic partnership. When you purchase any blanket from our American Indian College Fund Collection, a portion of the proceeds goes to help tribal colleges throughout the country. To find out more about the American Indian College Fund, call 1-800-776-3863, or visit www.collegefund.org.

Shown in RED/BLACK

AVAILABLE COLORS (CLICK TO VIEW)

REVERSE SIDE (CLICK TO VIEW)

NAVAJO WATER BLANKET

70235

Based on an early 19th-century photograph by Edward S. Curtis, the blanket incorporates classic Navajo elements in an eye-dazzling pattern. The central dragonfly, an emblem of water, symbolizes life. Includes a special hangtag with the legend, inspiration or history behind the blanket. 82% pure virgin wool/18% cotton, unnapped. Dry clean. Made in the USA. Created exclusively for the American Indian College Fund. Your purchase helps fund scholarships and other needs. 64" x 80".
{ more information }

$276.00

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

ADD TO WISH LIST EMAIL A FRIEND

MORE IDEAS

HANGING TABS
$32.00

WROUGHT IRON BLANKET HANGER
$168.00

LEARN MORE SIZE CHART FABRIC/CARE

American Indian College Fund
The American Indian College Fund raises money for 32 tribal colleges that serve 30,000 students representing 250 native tribes. The fund disburses approximately 5,000 scholarships annually for American Indian students seeking to better their lives through continued education. The tribal colleges play a vital role in the futures of Native American people, our country and, ultimately, people everywhere. For 98 years, Pendleton Woolen Mills has maintained a mutual respect for our original customers, Native Americans. That is one of the many reasons we are pleased to support this important philanthropic partnership. When you purchase any blanket from our American Indian College Fund Collection, a portion of the proceeds goes to help tribal colleges throughout the country. To find out more about the American Indian College Fund, call 1-800-776-3863, or visit www.collegefund.org.

Sign In My Account Store Locator Customer Service

SHOPPING BAG (0)

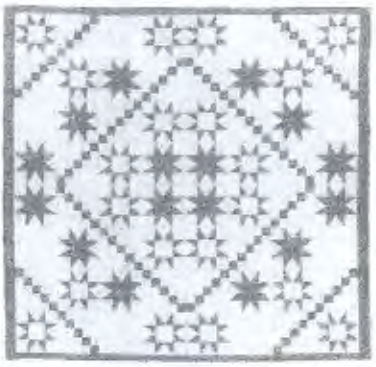
PENDLETON® WOMEN MEN HOME & BLANKETS SALE

keyword or item # SEARCH

HOME & BLANKETS

Home Collections
Blankets
Throws
Native American
Decorative Pillows
Bedding Coordinates
Bedspreads / Duvet Covers
Sheets / Bed Skirts
Pillows
Window Panels
Furniture
Rugs / Windows
Bath
Tabletop And Linens
Home Decor / Accessories
Travel And Luggage
Fabric
For Little Ones
Round-up Collection

RECENTLY VIEWED



Shown in MOCHA

AVAILABLE COLORS (CLICK TO VIEW)

ALTERNATE VIEWS (CLICK TO VIEW)

SIZE CHART FABRIC/CARE

Quilt Dimensions
Twin Quilt - 66" x 86"
Full/Queen Quilt - 88" x 90"
King Quilt - 104" x 90"

DAKOTA STAR QUILT

/1025

This Dakota Star Quilt, a tribute to our pioneer history, was inspired by an antique Star of Bethlehem pattern. It is hand-quilted on cotton calico with a paisley ditsy print backing. The craft of quilting was common to both pioneers and Native Americans, and the patterns of traditional American quilts have an undeniable kinship with the intricate geometric designs of Native American blankets. Historically, the star design was common among the Dakota and other tribes. The image represents the morning star and symbolizes hopes and dreams for the future. Cotton with cotton batting. Machine wash and dry. Do not dry clean. Imported.
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ATTACHMENT D

HOME & BLANKETS

Home Collections
Blankets
Throws
Native American
Bed Blankets
Throws / Saddle Blankets
Baby Blankets
Legendary Series
Shawls
American Indian College Fund
Pillows / Shams
Decorative Pillows
Bedding Coordinates
Furniture
Rugs / Windows
Bath
Tabletop And Linens
Home Decor / Accessories
Travel And Luggage
Fabric
For Little Ones
Round-up Collection

NATIVE AMERICAN

1 2 3 VIEW ALL 7 CATEGORIES

BED BLANKETS

SHOWING 4 OF 47 VIEW ALL

RIM ROCK BLANKET
$198.00 - $318.00

CELEBRATE THE HORSE BLANKET
$198.00

ROCK RIDGE BLANKET
$198.00

ZAPOTEC BLANKET
$198.00 - $318.00

THROWS / SADDLE BLANKETS

SHOWING 4 OF 15 VIEW ALL

VINTAGE FLAGSTAFF BLANKET
$298.00

VINTAGE GALLUP BLANKET
$248.00

VINTAGE GANADO BLANKET
$248.00

VINTAGE LOS LUNAS BLANKET
$248.00

BABY BLANKETS

SHOWING 4 OF 7 VIEW ALL

CENTENNIAL ROUND-UP

ROUND-UP LIL' BUCKEROO

CHIEF'S ROAD CRIB BLANKET

CODY MUCHACHO BLANKET

named Indian arts and crafts organization.

[61 FR 54555, Oct. 21, 1996; 61 FR 57002, Nov. 5, 1996, as amended at 68 FR 35169, June 12, 2003]

§ 309.6 When does a commercial product become an Indian product?

In addressing Indian embellishments to originally commercial products, the Indian labor expended to add art or craft work to those objects must be sufficient to substantially transform the qualities and appearance of the original commercial item. "Commercial products," under this part, are consumer goods designed for profit and mass distribution that lend themselves to Indian embellishment, for example clothing and accessories. Through substantial transformation due to Indian labor, a product changes from a commercial product to an Indian product. Examples of formerly commercial products that become Indian products include tennis shoes to which an Indian applies beadwork and denim jackets to which an Indian applies ribbon appliqués.

[68 FR 35170, June 12, 2003]

§ 309.7 How should a seller disclose the nature and degree of Indian labor when selling, offering, or displaying art and craft work for sale?

The Indian Arts and Crafts Act is a truth-in-marketing law. Those who produce and market art and craft work should honestly represent and clarify the degree of Indian involvement in the production of the art and craft work when it is sold, displayed or offered for sale. The following guidelines illustrate the way in which art and craft work may be characterized for marketing purposes and gives examples of products that may be marketed as Indian products.

If . . .	then . . .
(a) An Indian conceives, designs, and makes the art or craft work.	it is an "Indian product."
(b) An Indian produces a product that is "handcrafted," as explained in 309.3(d)(iii).	it can be marketed as such and it meets the definition of "Indian product."
(c) An Indian makes an art or craft work using some machine made parts.	it is "Indian made" and meets the definition of "Indian product."
(d) An Indian designs a product, such as a bracelet, which is then produced by non-Indians.	it does not meet the definition of "Indian product" under the Act.
(e) A product, such as jewelry, is made with non-artistic Indian labor, from assembled or "fit together parts"	it does not meet the definition of "Indian product" under the Act.[1]
(f) A product in the style of an Indian product is assembled by non-Indian labor from a kit.	it does not meet the definition of "Indian product" under the Act.
(g) A product is in the style of an Indian art or craft product, but not made by an Indian.	it does not meet the definition of "Indian product" under the Act.
(h) An Indian and a non-Indian jointly undertake the art or craft work to produce an art or craft product, for example a concho belt.	less than all of the labor is Indian and hence it does not meet the definition of "Indian product" under the Act.[2]

[1] For example, a necklace strung with overseas manufactured fetishes or heshi. If an Indian assembled the necklace, in keeping with the truth-in-marketing focus of the Act, it can be marketed as "Indian assembled." It does not meet the definition of "Indian product" under the Act. Similarly, if a product, such as a dream catcher is assembled by an Indian from a kit, it can be marketed as "Indian assembled." It does not meet the definition of "Indian product" under the Act.

[2] In order to be an "Indian product," the labor component of the product must be entirely Indian. In keeping with this truth-in-marketing law, a collaborative work should be marketed as such. Therefore, it should be marketed as produced by "X" (name of artist or artisan), "Y" (Tribe of individual's enrollment) or (name of Tribe providing official written certification the individual is a non-member Indian artisan and date upon which such certification was issued by the Tribe), and "Z" (name of artist or artisan with no Tribe listed) to avoid providing false suggestions to consumers.

[68 FR 35170, June 12, 2003]

§ 309.8 For marketing purposes, what is the recommended method of identifying authentic Indian products?

(a) The recommended method of marketing authentic Indian products is to include the name of the artist or artisan, the name of the Tribe in which the artist or artisan is enrolled, and the individual's Tribal enrollment number. If the individual is a certified non-member Indian artisan, rather than an enrolled Tribal member, the product identification should include the name of the Tribe providing official written certification that the individual is a non-member Indian artisan and the date upon which such certification was issued by the Tribe. In order for an individual to be certified by an Indian Tribe as a non-member Indian artisan, the individual must be of Indian lineage of one or more members of such Indian Tribe and the certification must be issued in writing by the governing

ATTACHMENT E

United States Department of the Interior

INDIAN ARTS AND CRAFTS BOARD
WASHINGTON, D.C. 20240

January 12, 2010

Pendleton Home Collection
P.O. Box 3030
Portland, Oregon 97208-3030

Dear Sir or Madam:

As the Pendleton Home Collection's Holiday 2009 Catalog contains offers of "Lakota Dinnerware" and a "Sioux Star Quilt," the Indian Arts and Crafts Board is providing you with important information on the Indian Arts and Crafts Act (Act) for your prompt review. As you will see upon reviewing the material, the Act is essentially a truth-in-marketing law designed to prevent the marketing of art and craft products as "Indian" made when they are not, in fact, made by Indians as defined by the Act.

Under the Act, it is illegal to offer 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 Tribe. According to the implementing regulations, unqualified use of the terms "Indian," "Native American," or the names of particular Indian Tribes in connection with the sale or display for sale of an Indian art or craft product will be interpreted to mean that the maker is a member of a federally or *officially* State recognized Indian Tribe, a member of the Tribe named, or is certified by an Indian Tribe as a non-member artisan; 25 C.F.R. §309.3. Therefore, for such work to be sold as Indian, Native American, or as the product of a particular Indian Tribe, it must be produced by an enrolled member of a federally or *officially* State recognized Tribe, or by an individual who has been formally certified as a non-member Indian artisan by the federally or officially State recognized Tribe of their descent.

Therefore, to ensure full compliance with the Act, the IACB recommends that you refrain from marketing products as the product of a particular Tribe, such as "Sioux Star Quilt," unless they are produced by Indians as defined by the Act.

First-time violations of the Act carry civil and criminal penalties of up to $250,000 in fines, imprisonment up to five years, or both. For corporations, first-time violations carry civil and criminal penalties of up to $1,000,000.

If you have any questions about the Indian Arts and Crafts Act, please call us at (202) 208-3773.

Sincerely,

MERIDITH Z. STANTON

Meridith Z. Stanton
Director

Enclosures

ATTACHMENT F

LANE POWELL
ATTORNEYS & COUNSELORS

PARNA A. MEHRBANI
503.778.2127
mehrbanip@lanepowell.com

February 11, 2010

VIA CERTIFIED/REGULAR MAIL

Meredith Z. Stanton
Director
Indian Arts and Crafts Board
U.S. Department of Interior
1849 C. Street, N.W.
MS 2528-MIB
Washington, DC 20240

Re: Pendleton Home Collection Holiday 2009 Catalog
File No. 005436.336

Dear Ms. Stanton:

This firm represents Pendleton Woolen Mills, Inc. ("Pendleton"). Our client forwarded to us your letter dated January 12, 2010, regarding Pendleton's Pendleton Home Collection Holiday 2009 catalog and compliance with the Indian Arts and Crafts Act (the "Act").

We understand the Act prohibits the marketing or sale of goods as "Indian" made when they are not made by Indians as defined by the Act. We understand that the Act prohibits the offer, display, or sale of a product in a manner that falsely suggests it is Indian produced, an Indian product, or the product of a particular Indian Tribe.

The products offered by Pendleton Woolen Mills, Inc. are in fact inspired by the original tribes and Pendleton uses the Sioux and Lakota names to give credit to the respective tribes for the origination of the designs.

Pendleton's marketing has long acknowledged that its designs are inspired in part by Native American tribes, just as different tartan designs are inspired by different Scottish families. The designs used by Pendleton cannot accurately be named or described in any other way or manner, except by reference to the tribal names. Pendleton has been using its Sioux Star design name in this way on a variety of different products since at least 1989. Pendleton's use of the Sioux and Lakota names gives credit to Native American tribes where credit is due.

Consistent with the spirit of the Act, Pendleton does not give any indication or make any representation or misrepresentation to its consumers that its products are made by Native Americans. There are some circumstances in which Pendleton hires Native American

designers to design blankets for its Legendary Series. In such cases, those Native American designers may be featured by Pendleton in its catalogs.

Pendleton respects, honors, and reveres Native American tribal art and has supported Native Americans and Native American organizations for over 100 years. For example, Pendleton has partnered with the American Indian College Fund to provide scholarships to Native American students.

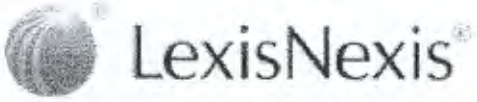
We would be happy to schedule a conference call with you to discuss the information set forth in this letter and resolution of this matter.

Very truly yours,

LANE POWELL PC

Parna A. Mehrbani

PAM:pm
cc: Pendleton Woolen Mills, Inc.
005436.0336/833378.1



LEXSTAT 25 USC 305D

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*** CURRENT THROUGH PL 111-145, APPROVED 3/4/2010 ***

TITLE 25. INDIANS
CHAPTER 7A. PROMOTION OF SOCIAL AND ECONOMIC WELFARE

Go to the United States Code Service Archive Directory

25 USCS § 305d

§ 305d. Referral for criminal and civil violations; complaints; recommendations

(a) The Board may receive complaints of violations of *section 1159 of title 18, United States Code*, and refer complaints of such violations to the Federal Bureau of Investigation for appropriate investigation. After reviewing the investigation report, the Board may recommend to the Attorney General of the United States that criminal proceedings be instituted under that section.

(b) The Board may recommend that the Secretary of the Interior refer the matter to the Attorney General for civil action under section 6 [*25 USCS § 305e*].

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LEXSTAT 25 USC 305E

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*** CURRENT THROUGH PL 111-145, APPROVED 3/4/2010 ***

TITLE 25. INDIANS
CHAPTER 7A. PROMOTION OF SOCIAL AND ECONOMIC WELFARE

Go to the United States Code Service Archive Directory

25 USCS § 305e

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

(a) Injunctive or other equitable relief; damages. A person specified in subsection (c) 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.

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

(c) Persons who may initiate civil actions.

(1) A civil action under subsection (a) may be commenced--

(A) by the Attorney General of the United States upon request of the Secretary of the Interior on behalf of an Indian who is a member of an Indian tribe or on behalf of an Indian tribe or Indian arts and crafts organization;

(B) by an Indian tribe on behalf of itself, an Indian who is a member of the tribe, or on behalf of an Indian arts and crafts organization; or

(C) by an Indian arts and crafts organization on behalf of itself, or by an Indian on behalf of himself or herself.

(2) Any amount recovered pursuant to this section shall be paid to the individual Indian, Indian tribe, or Indian arts and crafts organization, except that--

(A) in the case of paragraph (1)(A), the Attorney General may deduct from the amount recovered--

(i) the amount for the costs of suit and reasonable attorney's fees awarded pursuant to subsection (b) and deposit the amount of such costs and fees as a reimbursement credited to appropriations currently available to the Attorney General at the time of receipt of the amount recovered; and

(ii) the amount for the costs of investigation awarded pursuant to subsection (b) and reimburse the Board the amount of such costs incurred as a direct result of Board activities in the suit; and

(B) in the case of paragraph (1)(B), the amount recovered for the costs of suit and reasonable attorney's fees pursuant to subsection (b) may be deducted from the total amount awarded under subsection (a)(2).

(d) Definitions. As used in this section--

(1) the term "Indian" means any individual who is a member of an Indian tribe; or for the purposes of this section is certified as an Indian artisan by an Indian tribe;

(2) subject to subsection (f), the terms "Indian product" and "product of a particular Indian tribe or Indian arts and crafts organization" has the meaning given such term in regulations which may be promulgated by the Secretary of the Interior;

(3) the term "Indian tribe" means--

(A) any Indian tribe, band, nation, Alaska Native village, or other organized group or community which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; or

(B) any Indian group that has been formally recognized as an Indian tribe by a State legislature or by a State commission or similar organization legislatively vested with State tribal recognition authority; and

(4) the term "Indian arts and crafts organization" means any legally established arts and crafts marketing organization composed of members of Indian tribes.

(e) Severability. In the event that any provision of this section is held invalid, it is the intent of Congress that the remaining provisions of this section shall continue in full force and effect.

(f) Regulations. Not later than 180 days after the date of enactment of the Indian Arts and Crafts Enforcement Act of 2000 [enacted Nov. 9, 2000], the Board shall promulgate regulations to include in the definition of the term "Indian product" specific examples of such product to provide guidance to Indian artisans as well as to purveyors and consumers of Indian arts and crafts, as defined under this Act [*25 USCS §§ 305* et seq.].

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

NATIVE AMERICAN ARTS, INC.,	)	
	)	Case No. 10 CV 1505
Plaintiff,	)	
	)	
v.	)	
	)	
BUD K WORLD WIDE, INC.,	)	
	)	Jury Trial Demanded
Defendant.	)	

COMPLAINT

COUNT I

(Indian Arts and Crafts Act)

NOW COMES Plaintiff, Native American Arts, Inc., by its attorney, Michael Patrick Mullen of the law firm of Mullen & Foster, and for its Complaint against Defendant Bud K World Wide, Inc. (hereafter "Bud K"), states as follows:

1. This is a suit brought under 25 U.S.C. §305, et seq., and §305e, The Indian Arts and Crafts Act of 1990, and The Indian Arts and Crafts Enforcement Act of 2000 (collectively the "IACA") and jurisdiction is based upon that Federal statute under 28 U.S.C. § 1331 and pendent jurisdiction.

2. Venue lies in the Northern District of Illinois, where Defendant conducts business and engages in advertising, marketing, promotion, display and sales of the products alleged herein in the Northern District of Illinois, sold goods into and shipped goods into the Northern District of Illinois, maintains an interactive website and where most of the events alleged occurred, including but not limited to where the products were purchased from, where marketing and advertising materials were viewed and where the injury occurred.

3. Native American Arts, Inc. ("Native American Arts") is a wholly Indian owned arts and crafts organization involved in the manufacture, distribution and sale of authentic Indian arts and crafts with its headquarters in the Northern District of Illinois and is composed of members of the Ho-Chunk Nation, an Indian tribe recognized by the U.S. Government. Native American Arts meets the definition of an Indian arts and crafts organization as defined in Title 25 U.S.C. §305e and §305 et. seq. Native American Arts has standing to bring this action under the Indian Arts and Crafts Enforcement Act of 2000.

4. Defendant Bud K is a Georgia corporation headquartered and principally located in Moultrie, Georgia. Bud K is a retailer, and/or supplier engaged in offering, displaying for sale and selling numerous products including crafts, knifes, tomahawks and artworks, including but not limited to products in a traditional Indian style, motif and design, throughout the United States, in Illinois and in the Northern District of Illinois.

5. Title 25 U.S.C. §305 et. seq. prohibits a person from directly or indirectly offering or displaying for sale or selling goods 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 and provides for an action against such a person by an Indian arts and crafts organization.

6. An Indian product for purposes of 25 U.S.C. §305e, et. seq. is defined in regulations promulgated by the Secretary of the Interior as including artworks that are in a traditional Indian style or medium.

7. Defendant is not an Indian, member of an Indian tribe, recognized Indian artisan or Indian arts and crafts organizations as those terms are defined in 25 U.S.C. §305e and §305, et. seq.

8. At all times relevant hereto, including the dates of purchases alleged herein and for a period of time prior thereto, and possibly since March 31, 2006, Defendant has directly or indirectly offered or displayed for sale or sold multiple quantities of various goods in a manner that falsely suggests they are Indian produced, an Indian product, or the product of a particular Indian or particular Indian tribe or Indian arts and crafts organization resident within the United States, including Indian products consisting of artworks, crafts, and knives in a traditional Indian style or medium, in violation of the IACA, Title 25 U.S.C. §305, et seq., §305e, and the regulations promulgated thereunder.

9. For substantial periods of time, and possibly since March 31, 2006, and continuously thereafter to the present date, Defendant advertised, marketed, offered and displayed for sale and sold goods at its stores, via catalogues and on the Internet through its interactive website, budk.com in a manner which falsely suggested they are Indian-made, an Indian product, a product of an Indian tribe or the product of an Indian arts and crafts organization resident within the United States, including products consisting of crafts, knives, tomahawks and artworks in a traditional Indian style or medium.

10. On November 25, 2009, and for substantial periods of time, possibly since March 31, 2006, and thereafter to the present date, Defendant offered, advertised, marketed and displayed for sale and sold goods at its stores, via catalogues and its website, budk.com, in a manner that falsely suggested they are an Indian product, Indian produced, or the product of an Indian arts and crafts organization resident within the United States, including Indian products consisting of artworks, crafts, knives and tomahawks in a traditional Indian style, motif or medium, including:

(a) Artwork, consisting of an Indian Knife in a traditional Indian style, composed of an Indian style motif and design and which marketing and advertising materials label as "Navajo." A picture of said product is attached hereto as Exhibit **A**, which product is now in the possession of Native American Arts and will be produced for display upon request.

(b) Artwork, consisting of an Indian Tomahawk in a traditional Indian style, composed of an Indian style motif and design and which advertising and marketing materials label as "Cherokee." A picture of said product is attached hereto as Exhibit **B**, which product is now in the possession of Native American Arts and will be produced for display upon request.

(c) Artwork, consisting of an Indian Tomahawk in a traditional Indian style, composed of an Indian style motif and design and which advertising and marketing materials label as "Native American" and "Indian." A picture of said product is attached hereto as Exhibit **C**, which product is now in the possession of Native American Arts and will be produced for display upon request.

(d) Artwork, consisting of an Indian Tomahawk in a traditional Indian style, composed of an Indian style motif and design and which advertising and marketing materials label as "Chippewa." A picture of said product is attached hereto as Exhibit **D**, which product is now in the possession of Native American Arts and will be produced for display upon request.

(e) Artwork, consisting of an Indian Tomahawk in a traditional Indian style, composed of an Indian style motif and design and which advertising and marketing materials label as "Cherokee." A picture of said product is attached hereto as Exhibit **E**, which product is now in the possession of Native American Arts and will be produced for display upon request.

(f) Artwork, consisting of an Indian Knife in a traditional Indian style, composed of an Indian style motif and design and which advertising and marketing materials label as

"Apache." A picture of said product is attached hereto as Exhibit **F**, which product is now in the possession of Native American Arts and will be produced for display upon request.

(g) Artwork, consisting of an Indian Tomahawk in a traditional Indian style, composed of an Indian style motif and design and which advertising and marketing materials label as "Native American" and "Indian." A picture of said product is attached hereto as Exhibit **G**, which product is now in the possession of Native American Arts and will be produced for display upon request.

(h) Artwork, consisting of an Indian Knife in a traditional Indian style, composed of an Indian style motif and design and which advertising and marketing materials label as "Indian." A picture of said product is attached hereto as Exhibit **H**, which product is now in the possession of Native American Arts and will be produced for display upon request.

(i) Artwork, consisting of an Indian Knife in a traditional Indian style, composed of an Indian style motif and design and which advertising and marketing materials label as "Indian." A picture of said product is attached hereto as Exhibit **I**, which product is now in the possession of Native American Arts and will be produced for display upon request.

(j) Artwork, consisting of an Indian Tomahawk in a traditional Indian style, composed of an Indian style motif and design and which advertising and marketing materials label as "Native American." A picture of said product is attached hereto as Exhibit **J**, which product is now in the possession of Native American Arts and will be produced for display upon request.

(k) Artwork, consisting of an Indian Knife in a traditional Indian style, composed of an Indian style motif and design and which advertising and marketing materials label as "Native

American." A picture of said product is attached hereto as Exhibit **K**, which product is now in the possession of Native American Arts and will be produced for display upon request.

(l) Other traditional Indian style or design crafts, knives and artworks in a traditional Indian style or medium.

11. On December 14, 2009, and for substantial periods of time, possibly since March 31, 2006, and thereafter to the present date, Defendant offered, advertised, marketed and displayed for sale and sold goods at its stores, via catalogues and its website, budk.com, in a manner that falsely suggested they are an Indian product, Indian produced, or the product of an Indian arts and crafts organization resident within the United States, including Indian products consisting of artworks, crafts, knives and tomahawks in a traditional Indian style, motif or medium, including:

(a) Artwork, consisting of an Indian Tomahawk in a traditional Indian style, composed of an Indian style motif and design and which marketing and advertising materials label as "Native American" and "Indian." A picture of said product is attached hereto as Exhibit **L**, which product is now in the possession of Native American Arts and will be produced for display upon request.

(b) Artwork, consisting of an Indian Axe in a traditional Indian style, composed of an Indian style motif and design and which advertising and marketing materials label as "Native American." A picture of said product is attached hereto as Exhibit **M**, which product is now in the possession of Native American Arts and will be produced for display upon request.

(c) Artwork, consisting of an Indian Tomahawk in a traditional Indian style, composed of an Indian style motif and design and which advertising and marketing materials

label as "Cherokee." A picture of said product is attached hereto as Exhibit **N**, which product is now in the possession of Native American Arts and will be produced for display upon request.

(d) Artwork, consisting of an Indian Tomahawk in a traditional Indian style, composed of an Indian style motif and design and which advertising and marketing materials suggest as Native American. A picture of said product is attached hereto as Exhibit **O**, which product is now in the possession of Native American Arts and will be produced for display upon request.

(e) Other traditional Indian style or design crafts, knives and artworks in a traditional Indian style or medium.

12. On November 25, 2009 and December 14, 2009 and for substantial periods of time, possibly since March 31, 2006, and thereafter to the present date, Defendant offered, advertised, marketed and displayed for sale and sold goods at its stores, via its catalogues and its website, budk.com in a manner that falsely suggested they are an Indian product, Indian produced, or the product of an Indian arts and crafts organization resident within the United States, including Indian products consisting of crafts, knives, tomahawks and artworks in a traditional Indian style, motif or medium in response to search terms and customer requests for products including but not limited to "Native American," "Navajo," "Cherokee," "Apache," "Chippewa" and "Indian."

13. The products alleged herein are traditional Indian products embodying traditional Indian styles, motifs and designs, traditionally made by Native Americans, and were falsely suggested to be Indian-made Indian products and these products were advertised, marketed, and sold as such, including advertising and marketing these products with other Indian style products suggested to be Indian products, or Indian, or Native American made.

14. Any unqualified use of the name Native American or Indian or an Indian tribe suggests that the product is Indian made and an Indian product under the IACA.

15. A non-Indian maker of products in an Indian style motif and design cannot utilize the terms "Indian," "Native American" or the name of a particular Indian tribe in advertising or marketing said products unless said maker qualifies the usage of such terms so that consumers are not suggested to be purchasing authentic Indian-made products. Native American Arts, Inc. v. The Waldron Corporation, 399 F.3d 871 (7th Cir. 2005).

16. The products advertised, marketed, offered, displayed for sale and sold by Defendant are in a traditional Indian style, composed of Indian motifs and designs.

17. The products displayed for sale by Defendant did use the unqualified terms "Navajo," "Cherokee," "Indian," "Native American," "Apache" and "Chippewa."

18. The Internet websites and catalogues display promoting Defendant's products are advertisements and constitute advertising activity. Such advertising contains the use of unqualified terms "Navajo," "Cherokee," "Apache," "Native American," "Chippewa" and "Indian."

19. The Internet websites, stores and catalogues displayed traditional Indian style products composed of Indian motifs and designs.

20. At various times relevant hereto, Defendant has been advertising, marketing, offering, displaying for sale and selling products with different advertisements and different products through different advertisements, advertising activities and mediums, in a manner that falsely suggested they are Indian-made, an Indian product, a product of an Indian tribe or the product of an Indian arts and crafts organization resident within the United States.

21. For substantial periods of time possibly since March 31, 2006 and continuously thereafter to the present date, Defendant advertised, marketed, offered and displayed for sale and sold goods in a manner that falsely suggested they are Indian-made, an Indian product, a product of an Indian tribe or the product of an Indian arts and crafts organization resident within the United States, including Indian products consisting of crafts, knives and artworks in a traditional Indian style or medium.

22. The Indian-style goods advertised, displayed, offered for sale and sold by Defendant possibly since March 31, 2006, including those advertised, sold, displayed and offered for sale alleged herein, are not and were not Indian produced, an Indian product made by an Indian or the product of an Indian arts and crafts organization resident in the United States or an non-member Indian artisan certified by an Indian tribe, all as defined in 25 U.S.C. §305 et. seq. and the regulations thereunder.

23. Defendant's advertisement, display, offering for sale and sale of Indian style goods in a manner that falsely suggests they are Indian products, Indian produced or the product of a particular Indian or Indian tribe or Indian arts and crafts organization resident within the United States is illegal and should be enjoined in that no adequate remedy at law exists and Plaintiff will be irrevocably injured and damages will be difficult to measure.

24. Native American Arts has been injured and damaged as a result of Defendant's actions alleged herein. Native American Arts is a competitor of Defendant and has suffered competitive injuries as a result of Defendant's actions alleged herein, as well as other damages including (1) Native American Arts lost sales as a direct and indirect result of the Defendant's offer, display and sale of similar Indian-style products to those offered, displayed and sold by Native American Arts through similar mediums and markets, (2) Defendant's imitation products

drove down prices of authentic Indian products, forcing Plaintiff to offer its authentic products at lower prices, (3) Defendant's imitation products undermine the market for authentic Indian products, (4) that Plaintiff has suffered a loss of goodwill and reputation because of Defendant's counterfeit product, (5) that Defendant's had a gross profit on the products alleged herein and (6) that Plaintiff was injured by its purchase of imitation Indian products from Defendant. Native American Arts advertises, markets and sells authentic Indian-made products similar to those products advertised, offered, displayed and sold by Defendant falsely suggested to be Indian-made products, including but not limited to, crafts, knives, tomahawks and artworks in a traditional Indian style or medium. Native American Arts advertises, offers, markets and sells authentic Indian-made products through various mediums including, but not limited to, newspaper advertisements, radio, signs, catalogs, brochures, internet, mailed solicitations, miscellaneous and in-store retail displays.

25. The injuries suffered by Native American Arts, Inc. include, but are not limited to, advertising injury arising out of Defendant's misappropriation of Native American Art, Inc.'s advertising ideas and style of doing business.

26. The injuries suffered by Native American Arts, Inc. include, but are not limited to, advertising injury arising out of Defendant's infringement of title by falsely suggesting and misrepresenting that its products were Indian made when they were not.

27. The injuries suffered by Native American Arts, Inc. include but, are not limited to, advertising injury arising out of Defendant's use of another's advertising idea.

28. The injuries suffered by Native American Arts, Inc. include, but are not limited to, advertising injury arising out of Defendant's infringing upon Native American Arts' slogan.

29. The injuries suffered by Native American Arts, Inc. include, but are not limited to disparagement of its products and advertising injury and web-site injury arising out of defendant's disparagement of Native American Arts, Inc.'s products.

30. Liability for compensatory damages under the IACA is strict liability and not dependent upon intentional conduct as ruled in the case of Ho-Chunk et. al., v. Village Originals, Inc. 25 F. Supp.2d 876 (N.D.Il. 1998) and Ho-Chunk v. Natures Gifts, Inc., 1999 U.S. Dist. Lexis 3687 (N.D. Il. 1999).

31. Title 25 U.S.C. §305e (a) provides for damages of the greater of treble damages or $1,000 for each day on which the offer or display for sale of a good falsely suggested to be Indian produced, an Indian product, or the product of an Indian, an Indian tribe, or an Indian arts and crafts organization continues.

32. Native American Arts is an Indian arts and crafts organization entitled to the damages alleged herein.

33. The exact amount of damages is presently unknown, but is believed to exceed ten million dollars ($10,000,000.00).

34. Title 25 U.S.C. §305e (a) also provides for injunctive and other equitable relief.

35. Substantial amounts for attorney's fees and costs of suit have been or are being incurred for which reimbursement and payment is hereby sought.

WHEREFORE, Plaintiff Native American Arts, Inc. prays for the entry of judgment against Defendant, and:

(a) for an award of compensatory damages in an amount to be determined but believed to exceed ten million dollars ($10,000,000.00);

(b) reasonable attorneys fees and costs of suit;

(c) a temporary restraining order, preliminary injunction and permanent injunction; and

(d) such other and further relief as this Court deems just and deserving.

s/ Michael P. Mullen
One of the attorneys for Plaintiff
Native American Arts, Inc.

Michael P. Mullen
MULLEN & FOSTER
333 N. Michigan Avenue, Suite 2333
Chicago, IL 60601
312-750-1600

JURY DEMAND

Plaintiff Native American Arts, Inc. hereby demands trial by Jury.

s/ Michael P. Mullen
One of the attorneys for Plaintiff
Native American Arts, Inc.

VanWey, Kenneth J

From: Fry, Ashley
Sent: Friday, March 12, 2010 4:45 PM
To: Stanton, Meridith; VanWey, Kenneth J
Subject: RE: Pendleton

It looks like Chris helped with the referral for [redacted] case. Robert Gusinsky also asked if we have a sample civil complaint filed by another jurisdiction for use as a "go-by"?

From: Stanton, Meridith
Sent: Friday, March 12, 2010 4:42 PM
To: Fry, Ashley; VanWey, Kenneth J
Subject: Fw: Pendleton

Hopefully Chris C. Can be of some help. I guess I will need to circle back to Keep next week regarding John's replacement attorney. Please do not let me forget!

From: Stanton, Meridith
To: 'Robert.Gusinsky@usdoj.gov' <Robert.Gusinsky@usdoj.gov>
Sent: Fri Mar 12 16:40:03 2010
Subject: Re: Pendleton

Hi Robert,

Very good to hear from you and to get your message. Yes, I certainly remember talking with you in San Francisco and mentioned doing so, and the excellent training program DOI and DOJ made available to us, when I met wit[redacted] Wednesday. Thank you for taking a look at the Pendleton matter from a civil perspective. Yes, by all means, if your civil chief and US Attorney approve, we would like you to pursue this as a civil case. I will be back in the office next week and can provide you with a formal written referral and follow up with you further at that time.
Best Regards, Meridith

From: Gusinsky, Robert (USASD) <Robert.Gusinsky@usdoj.gov>
To: Stanton, Meridith
Cc: Shepherd, Ann (USASD) <Ann.Shepherd@usdoj.gov>
Sent: Thu Mar 11 16:16:18 2010
Subject: Pendleton

Hello Ms. Stanton:

We met at the recent cultural resources seminar in San Francisco. I hope all is well.

[redacted]

Thank you.

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Robert Gusinsky

Assistant U.S. Attorney

District of South Dakota

515 Ninth Street Suite 201

Rapid City, SD 57701

(605) 342-7822

Robert.Gusinsky@USDOJ.gov

VanWey, Kenneth J

From: Fry, Ashley
Sent: Friday, March 12, 2010 8:51 AM
To: Stanton, Meridith
Cc: VanWey, Kenneth J
Subject: RE: Pendleton

That is terrific!

From: Stanton, Meridith
Sent: Thursday, March 11, 2010 5:36 PM
To: Fry, Ashley
Cc: VanWey, Kenneth J
Subject: Fw: Pendleton

Good news!!!!! We can discuss when I get back to work.

From: Gusinsky, Robert (USASD) <Robert.Gusinsky@usdoj.gov>
To: Stanton, Meridith
Cc: Shepherd, Ann (USASD) <Ann.Shepherd@usdoj.gov>
Sent: Thu Mar 11 16:16:18 2010
Subject: Pendleton

Hello Ms. Stanton:

We met at the recent cultural resources seminar in San Francisco. I hope all is well.

[redacted]

Thank you.

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Robert Gusinsky

Assistant U.S. Attorney

District of South Dakota

515 Ninth Street Suite 201

Rapid City, SD 57701

(605) 342-7822

Robert.Gusinsky@USDOJ.gov

Stanton, Meridith

From: Gusinsky, Robert (USASD) [Robert.Gusinsky@usdoj.gov]
Sent: Thursday, March 11, 2010 4:16 PM
To: Stanton, Meridith
Cc: Shepherd, Ann (USASD)
Subject: Pendleton

Hello Ms. Stanton:

We met at the recent cultural resources seminar in San Francisco. I hope all is well.

[redacted]

Thank you.

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Robert Gusinsky

Assistant U.S. Attorney

District of South Dakota

515 Ninth Street Suite 201

Rapid City, SD 57701

(605) 342-7822

Robert.Gusinsky@USDOJ.gov

Stanton, Meridith

From: Stanton, Meridith
Sent: Wednesday, March 03, 2010 6:53 PM
To: 'Mandel, Robert (USASD)'
Subject: RE: Request to meet

Great, thank you!

From: Mandel, Robert (USASD) [mailto:Robert.Mandel@usdoj.gov]
Sent: Wednesday, March 03, 2010 6:52 PM
To: Stanton, Meridith
Subject: RE: Request to meet

Two o'clock would be good.

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Wednesday, March 03, 2010 4:49 PM
To: Mandel, Robert (USASD)
Subject: RE: Request to meet

Hi Robert,

If you would have thirty minutes the afternoon of the 10th, I would like to stop by and talk with you. Just let me know if that will still work for you and what time would be best. I leave tomorrow for Arizona, prior to traveling to South Dakota, but will regularly be checking my Blackberry. If you would like to reach me, my Blackberry address is Meridith_Stanton@ios.doi.gov, and my personal cell is [redacted]

Thank you,

Meridith

Meridith Z. Stanton
Director
Indian Arts and Crafts Board
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)

Robert Gusinsky
robert.gusinsky@usdoj.gov

From: Mandel, Robert (USASD) [mailto:Robert.Mandel@usdoj.gov]
Sent: Wednesday, February 24, 2010 7:03 PM
To: Stanton, Meridith
Subject: RE: Request to meet

As far as I know, I should be here. I will be out the morning of the 10th. Let me know when you want to meet.

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Wednesday, February 24, 2010 3:57 PM
To: Mandel, Robert (USASD)
Subject: Request to meet

Hi Robert,

I was glad to learn from Leslie Hagen, Native American Issues Subcommittee, USDOJ, that you are still with the U.S. Attorney's Office in Rapid City.

I plan to return to Rapid City the week of March 8 for meetings with The Journey/Sioux Indian Museum and individuals from Pine Ridge. If you are going to be in town that week, and have 20 minutes, I would like to stop by to talk to you about an Indian Arts and Crafts Act matter.

Hopefully this time, unlike the last time we had a meeting scheduled, I will dodge a major blizzard! We sure have our share of snow here in the DC area this winter.

Best Regards,

Meridith

Meridith Z. Stanton
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VanWey, Kenneth J

From: Stanton, Meridith
Sent: Tuesday, March 02, 2010 9:48 AM
To: Hill, Michele K; VanWey, Kenneth J
Subject: FW: Pendleton

-----Original Message-----
From: [redacted] [mailto:[redacted]
Sent: Tuesday, March 02, 2010 9:38 AM
To: Stanton, Meridith
Cc: Fry, Ashley
Subject: Re: Pendleton

Hi Meridith,

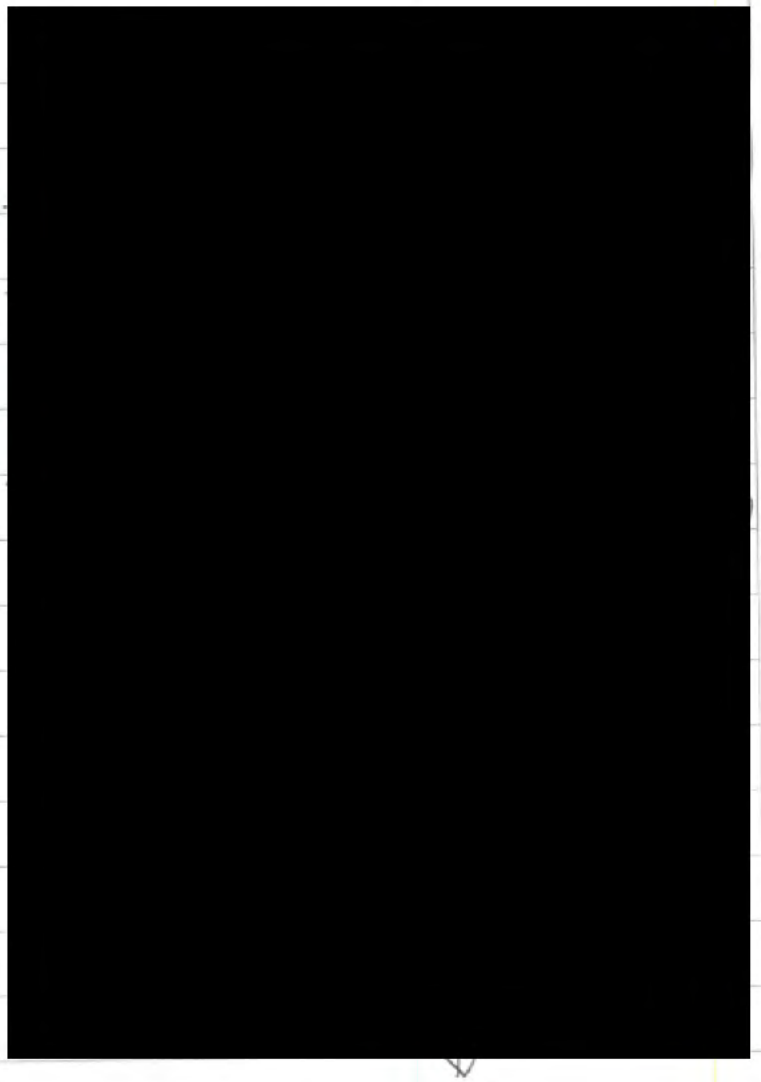
I'm in Chicago at the moment and I haven't had a chance to look them over yet. I will do so this evening and drop you a note then.

Again, thanks for you and your team's time yesterday. I'm looking forward to getting back to work next week.

[redacted]

----- Original Message -----
From: "Stanton, Meridith" [Meridith_Stanton@ios.doi.gov]
Sent: 03/02/2010 06:46 AM EST
To: [redacted]
Cc: Ashley Fry
Subject: Pendleton

Have you had a chance to give this further thought-in terms of whether or not this would be a good time for me to involve a Sioux Tribal member and the US Attorney's office in SD. I think Ashley has emailed you the two documents to your Temple address, following yesterday's phone call. I currently pln to fly to AZ this Thursday, and then following the Heard Market fron Phoenix to Rapid City-in part because our Sioux Indian Museum curator retires March 26-after over 40 yrs with our museum. But the travel plans can be flexible if need be.



Stanton, Meridith

From: Mandel, Robert (USASD) [Robert.Mandel@usdoj.gov]
Sent: Wednesday, February 24, 2010 7:03 PM
To: Stanton, Meridith
Subject: RE: Request to meet

As far as I know, I should be here. I will be out the morning of the 10th. Let me know when you want to meet.

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Wednesday, February 24, 2010 3:57 PM
To: Mandel, Robert (USASD)
Subject: Request to meet

Hi Robert,

I was glad to learn from Leslie Hagen, Native American Issues Subcommittee, USDOJ, that you are still with the U.S. Attorney's Office in Rapid City.

I plan to return to Rapid City the week of March 8 for meetings with The Journey/Sioux Indian Museum and individuals from Pine Ridge. If you are going to be in town that week, and have 20 minutes, I would like to stop by to talk to you about an Indian Arts and Crafts Act matter.

Hopefully this time, unlike the last time we had a meeting scheduled, I will dodge a major blizzard! We sure have our share of snow here in the DC area this winter.

Best Regards,

Meridith

Meridith Z. Stanton
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1-888-Art-Fake (toll free)
202-208-4382 (fax)

Stanton, Meridith

From: Stanton, Meridith
Sent: Wednesday, February 24, 2010 5:57 PM
To: 'Robert.Mandel@usdoj.gov'
Subject: Request to meet

Hi Robert,

I was glad to learn from Leslie Hagen, Native American Issues Subcommittee, USDOJ, that you are still with the U.S. Attorney's Office in Rapid City.

I plan to return to Rapid City the week of March 8 for meetings with The Journey/Sioux Indian Museum and individuals from Pine Ridge. If you are going to be in town that week, and have 20 minutes, I would like to stop by to talk to you about an Indian Arts and Crafts Act matter.

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Best Regards,

Meridith

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VanWey, Kenneth J

From: Fry, Ashley
Sent: Monday, January 11, 2010 9:11 AM
To: Stanton, Meridith; VanWey, Kenneth J
Subject: Pendleton letter

Meridith and Ken,

I thought it might be better to insert "Lakota Dinnerware" in place of "Lakota Glassware" because there is a line of kitchenware at Sioux Pottery in Rapid City.
http://siouxpottery.com/Merchant2/merchant.mv?Screen=CTGY&Store_Code=01&Category_Code=gfkw

I don't know of any authentic Lakota-made glassware, so I would tend to think of the glasses more as an industrial product.

Ashley

VanWey, Kenneth J

From: Stanton, Meridith
Sent: Monday, January 11, 2010 10:17 AM
To: VanWey, Kenneth J; Fry, Ashley
Subject: RE: Pendleton letter

Ashley, yes, please have letter include dinnerware rather than glassware.

From: VanWey, Kenneth J
Sent: Monday, January 11, 2010 10:15 AM
To: Stanton, Meridith; Fry, Ashley
Subject: RE: Pendleton letter

Yes. They have the quilt, the dinnerware, and the glassware.

From: Stanton, Meridith
Sent: Monday, January 11, 2010 10:14 AM
To: Fry, Ashley; VanWey, Kenneth J
Subject: RE: Pendleton letter

Does the Pendleton catalog use that term – dinnerware?

From: Fry, Ashley
Sent: Monday, January 11, 2010 9:11 AM
To: Stanton, Meridith; VanWey, Kenneth J
Subject: Pendleton letter

Meridith and Ken,

I thought it might be better to insert "Lakota Dinnerware" in place of "Lakota Glassware" because there is a line of kitchenware at Sioux Pottery in Rapid City.
http://siouxpottery.com/Merchant2/merchant.mv?Screen=CTGY&Store_Code=01&Category_Code=gfkw

I don't know of any authentic Lakota-made glassware, so I would tend to think of the glasses more as an industrial product.

Ashley

From Fry, Ashley **Date** 1/11/2010 9:10:35 AM

To Stanton, Meridith; VanWey, Kenneth J

Cc

Subject Pendleton letter

Meridith and Ken,

I thought it might be better to insert "Lakota Dinnerware" in place of "Lakota Glassware" because there is a line of kitchenware at Sioux Pottery in Rapid City. http://siouxpottery.com/Merchant2/merchant.mv?Screen=CTGY&Store_Code=01&Category_Code=gfkw

I don't know of any authentic Lakota-made glassware, so I would tend to think of the glasses more as an industrial product.

Ashley

From Stanton, Meridith **Date** 1/11/2010 10:17:18 AM

To VanWey, Kenneth J; Fry, Ashley

Cc

Subject RE: Pendleton letter

Ashley, yes, please have letter include dinnerware rather than glassware.

From: VanWey, Kenneth J
Sent: Monday, January 11, 2010 10:15 AM
To: Stanton, Meridith; Fry, Ashley
Subject: RE: Pendleton letter

Yes. They have the quilt, the dinnerware, and the glassware.

From: Stanton, Meridith
Sent: Monday, January 11, 2010 10:14 AM
To: Fry, Ashley; VanWey, Kenneth J
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To: Stanton, Meridith; VanWey, Kenneth J
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I don't know of any authentic Lakota-made glassware, so I would tend to think of the glasses more as an industrial product.

Ashley

Stanton, Meridith

From: Stanton, Meridith
Sent: Friday, December 16, 2011 12:10 PM
To: 'Nemeroff, Patrick G. (CIV)'; Dupris, Cheryl (USASD); [redacted]
Subject: Sioux Star Quilts
Attachments: BankingTestimony_11.09.11.pdf

Patrick,

Thank you for the update from your call with Pendleton's attorney, Steven Ungar.

Patrick, Cheryl, and [redacted]

I thought you might be interested in seeing the following links, as well as the attached pdf which mentions [redacted] –

Chairman Tim Johnson reports - "Just this past August, I had the honor of visiting Eagle Butte on the Cheyenne River Indian Reservation in South Dakota, where I was able to hear directly from small business owners about the challenges they face and the important assistance they received from the Four Bands Community Fund. The leaders of these small businesses—ranging from Lakota Archery to [redacted]–really demonstrated for me the strength of the Native entrepreneurial spirit and how important CDFI programs are to small business growth in Indian Country.

[redacted]

http://www.fourbands.org/directory/artsandcrafts.htm

I will be in OK on business early next week, but will be periodically checking my Blackberry in the event you need to get in touch with me.

Best Regards,

Meridith

Meridith Z. Stanton
Director
Indian Arts and Crafts Board
Office of the Secretary
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received this message in error, please notify the sender immediately by email and delete all copies of the message.

Stanton, Meridith

From: Stanton, Meridith
Sent: Tuesday, December 13, 2011 1:52 PM
To: 'Nemeroff, Patrick G. (CIV)'; [redacted] Dupris, Cheryl (USASD)
Subject: Points for discussion at 2:00
Attachments: Points for discussion with Patrick.docx

Meridith Z. Stanton
Director
Indian Arts and Crafts Board
Office of the Secretary
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Points for discussion with Patrick, Cheryl, and [redacted]

[redacted]

From Stanton, Meridith **Date** 12/6/2011 5:18:00 PM
To [redacted]
Cc
Subject RE: Pendleton Woolen Mills

image001.jpg (553 B HTML)

[redacted]

I still want you, Ashley, and I to talk about this before hand. When might be a good time for a three way call. Also, in terms of a good time – in keeping with Patrick's schedule – when would you prefer the call be placed on Monday EST? Should we set it up for 1:00 EST? That would give me enough time to get to a 2:30 appt.

From: Dupris, Cheryl (USASD) [mailto:Cheryl.Dupris@usdoj.gov]
Sent: Tuesday, December 06, 2011 4:51 PM
To: [redacted] Nemeroff, Patrick G. (CIV); Stanton, Meridith
Subject: RE: Pendleton Woolen Mills

Monday works for me.

From: [redacted] [mailto[redacted]
Sent: Tuesday, December 06, 2011 3:05 PM
To: Nemeroff, Patrick G. (CIV); Stanton, Meridith; Dupris, Cheryl (USASD)
Subject: Re: Pendleton Woolen Mills

Monday would work best for me.

Thanks,

[redacted]

From: "Nemeroff, Patrick G. (CIV)" [Patrick.G.Nemeroff@usdoj.gov]
Sent: 12/06/2011 04:02 PM EST
To: "Stanton, Meridith" <Meridith_Stanton@ios.doi.gov>; "Dupris, Cheryl (USASD)" <Cheryl.Dupris@usdoj.gov>; [redacted]
Subject: RE: Pendleton Woolen Mills

Thursday afternoon should work for me. Monday also will work, any time before 11:30 am or after 12:30 pm.

Thanks,
Patrick

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Tuesday, December 06, 2011 3:54 PM
To: Dupris, Cheryl (USASD); Nemeroff, Patrick G. (CIV); [redacted].
Subject: RE: Pendleton Woolen Mills

Hi All,

I have back to back meetings tomorrow, and several interviews on Thursday. I am open after 1:30 on Thursday, December 8. *Would Thursday afternoon, December 8, work for you?* If so, I can provide the call in code. If not, should we look to next Monday, December 12, anytime between 10:00 to 1:30, or anytime on Wednesday, December 14. (I have an IACB Commissioners Board meeting on Tuesday, December 13.)

Thank you,

Meridith

From: Dupris, Cheryl (USASD) [mailto:Cheryl.Dupris@usdoj.gov]
Sent: Tuesday, December 06, 2011 2:36 PM
To: Stanton, Meridith; Nemeroff, Patrick G. (CIV); [redacted]
Subject: RE: Pendleton Woolen Mills

I'm out next 2 Fridays. I have noon meeting tomorrow, Wed Dec 7. Otherwise, I'm available.

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Tuesday, December 06, 2011 12:58 PM
To: Nemeroff, Patrick G. (CIV); [redacted]
Cc: Dupris, Cheryl (USASD)
Subject: RE: Pendleton Woolen Mills

Patrick,

Thank you.

I am trying to reach[redacted]Once I do I will promptly get back to you. Cheryl, what does your schedule look like for a possible call with Patrick?

Best Regards,

Meridith

From: Nemeroff, Patrick G. (CIV) [mailto:Patrick.G.Nemeroff@usdoj.gov]
Sent: Tuesday, December 06, 2011 10:30 AM
To: Stanton, Meridith; [redacted]
Cc: Dupris, Cheryl (USASD)
Subject: FW: Pendleton Woolen Mills

All,

Please see the below email from Pendleton's counsel, Steven Ungar. [redacted]

[redacted] Please let me know if you want to speak before I have a conversation with Steven.

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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From: Ungar, Steven B. [mailto:UngarS@LanePowell.com]
Sent: Monday, December 05, 2011 6:20 PM
To: Nemeroff, Patrick G. (CIV)
Cc: David.Armentrout@penwool.com; Stevason, John; Mehrbani, Parna; Tranetzki, Kristen
Subject: Pendleton Woolen Mills

Patrick,

I'm writing to make sure we're on the same page as the DOJ in our discussions regarding Pendleton Woolen Mills, and to express some broader concerns as our discussions move forward.

After receiving your Memo outlining your recommendations for Pendleton's marketing materials relative to compliance with the Indian Arts and Crafts Act, I again met with representatives from the company. Several changes were immediately implemented and can be viewed directly on the company's website, www.pendleton-usa.com. Please view the site and in particular, note the following:

1. The Native American section on the website has been changed to "Native American Inspired."

2. The "Sioux Star Blanket" name will be changed to the "Plains Star Blanket."

3. Pendleton is in the process of updating the website to use the disclaimer "Woven in our Northwest Mills."

4. Also under consideration: non-woven products would be accompanied or footnoted by language, stating, "not designed or manufactured by Native Americans."

I will be attending a meeting with the owners and managers of Pendleton in about a week. A number of action items on the agenda relate directly to my communications with you (as DOJ counsel) over the past several months, including our discussion about allegations made against Pendleton (asserted by the DOJ and as I understand it, articulating the position of the Indian Arts and Crafts Board). Of great concern to Pendleton -- and to me as its counsel -- is the possibility of unforeseen and/or unintended consequences, all of which might NOT be welcome news to a large segment of the Native American community, including Tribal leaders and members across the country who may not agree with the allegations against Pendleton made in the first instance. Stated simply, this process, if it continues along this course, may have the effect of pushing Pendleton away from the Native American community, with whom Pendleton has been very close for over a century. (This impact is also possible in regard to many individual tribes, though I'm unsure of which ones, given that we are still unaware of exactly who has complained about Pendleton's practices).

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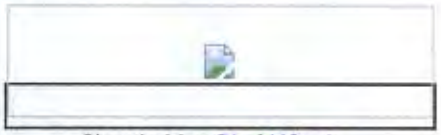
I hope we can talk further, soon. Let me know days and times which would work for you.

Best regards,

Steven B. Ungar



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From Nemeroff, Patrick G. (CIV) **Date** 12/6/2011 4:04:08 PM
To Stanton, Meridith; Dupris, Cheryl (USASD); [redacted]
Cc
Subject RE: Pendleton Woolen Mills

image001.jpg (528 B HTML)

Thursday afternoon should work for me. Monday also will work, any time before 11:30 am or after 12:30 pm.

Thanks,
Patrick

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Tuesday, December 06, 2011 3:54 PM
To: Dupris, Cheryl (USASD); Nemeroff, Patrick G. (CIV); [redacted]
Subject: RE: Pendleton Woolen Mills

Hi All,

I have back to back meetings tomorrow, and several interviews on Thursday. I am open after 1:30 on Thursday, December 8. *Would Thursday afternoon, December 8, work for you?* If so, I can provide the call in code. If not, should we look to next Monday, December 12, anytime between 10:00 to 1:30, or anytime on Wednesday, December 14. (I have an IACB Commissioners Board meeting on Tuesday, December 13.)

Thank you,

Meridith

From: Dupris, Cheryl (USASD) [mailto:Cheryl.Dupris@usdoj.gov]
Sent: Tuesday, December 06, 2011 2:36 PM
To: Stanton, Meridith; Nemeroff, Patrick G. (CIV); [redacted]
Subject: RE: Pendleton Woolen Mills

I'm out next 2 Fridays. I have noon meeting tomorrow, Wed Dec 7. Otherwise, I'm available.

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Tuesday, December 06, 2011 12:58 PM
To: Nemeroff, Patrick G. (CIV); [redacted]
Cc: Dupris, Cheryl (USASD)
Subject: RE: Pendleton Woolen Mills

Patrick,

Thank you.

I am trying to reach [redacted] Once I do I will promptly get back to you. Cheryl, what does your schedule look like for a possible call with Patrick?

Best Regards,

Meridith

From: Nemeroff, Patrick G. (CIV) [mailto:Patrick.G.Nemeroff@usdoj.gov]
Sent: Tuesday, December 06, 2011 10:30 AM
To: Stanton, Meridith; [redacted]
Cc: Dupris, Cheryl (USASD)
Subject: FW: Pendleton Woolen Mills

All,

Please see the below email from Pendleton's counsel, Steven Ungar. [redacted]

[redacted] Please let me know if you want to speak before I have a conversation with Steven.

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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From: Ungar, Steven B. [mailto:UngarS@LanePowell.com]
Sent: Monday, December 05, 2011 6:20 PM
To: Nemeroff, Patrick G. (CIV)
Cc: David.Armentrout@penwool.com; Stevason, John; Mehrbani, Parna; Tranetzki, Kristen
Subject: Pendleton Woolen Mills

Patrick,

I'm writing to make sure we're on the same page as the DOJ in our discussions regarding Pendleton Woolen Mills, and to express some broader concerns as our

discussions move forward.

After receiving your Memo outlining your recommendations for Pendleton's marketing materials relative to compliance with the Indian Arts and Crafts Act, I again met with representatives from the company. Several changes were immediately implemented and can be viewed directly on the company's website, www.pendleton-usa.com. Please view the site and in particular, note the following:

1. The Native American section on the website has been changed to "Native American Inspired."

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Best regards,

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Stanton, Meridith

From: Nemeroff, Patrick G. (CIV) [Patrick.G.Nemeroff@usdoj.gov]
Sent: Tuesday, December 06, 2011 4:03 PM
To: Stanton, Meridith; Dupris, Cheryl (USASD); [redacted]
Subject: RE: Pendleton Woolen Mills

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SEARCH RESULTS

THERE ARE 36 PRODUCTS THAT MATCH YOUR SEARCH FOR '**NAVAJO**'.

REFINE SEARCH: All Size Types | All Sizes | All Colors

SORT BY: Relevance

1 2 3 VIEW ALL 36 ITEMS

NAVAJO CONTEMPORARY BLANKET COLLECTION

ZIP CARIDGAN, STRIPE TEE, SUNNY DAY CAPRIS AND NAVAJO SANDALS

THREE-QUARTER SLEEVE DUET SHIRT, STRETCH DENIM CAPRIS AND NAVAJO SANDALS

STRETCH WILDWOOD STRIPE SHIRT, STRETCH DENIM JEANS AND NAVAJO SANDALS

NAVAJO WATER COAT, RIBBED COTTON TURTLENECK, FAVORITE-FIT STRETCH CORDS AND FRINGE BOOTS

TEPEE NIGHTSTAND
$990.00
be the first to write a review

NAVAJO CONTEMPORARY BLANKET
$218.00 - $338.00
be the first to write a review

NAVAJO CONTEMPORARY SHAM
$98.00
be the first to write a review

NAVAJO WATER BLANKET
$285.00
be the first to write a review

SALTILLO BOOTS WITH NAVAJO STITCHING
$198.00
be the first to write a review

NAVAJO INSPIRED BEADED TOTE
$420.00
be the first to write a review

NAVAJO HAT TEE
Was $68.00
Now $15.99
be the first to write a review

CODE TALKER TWIN BLANKET
$218.00
be the first to write a review

LOS OJOS BLANKET
$218.00 - $338.00
be the first to write a review

CHIMAYO THROW
$134.00
be the first to write a review
More Colors Available

1 2 3 VIEW ALL 36 ITEMS

Pendleton and Shwood
An eye-opening partnership ▸

holiday sale up to 50% off
NEW MARKDOWNS ADDED

save on wear-now styles for women ▸

Get Social with Pendleton

CUSTOMER SERVICE SHOP BY CATALOG ABOUT US PENDLETON HERITAGE

learn about site specials! email address SIGN UP

PENDLETON

Call 1-800-649-1512 for questions related to an existing order
1-800-760-4844 for store locations and other inquiries

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SEARCH RESULTS

THERE ARE 247 PRODUCTS THAT MATCH YOUR SEARCH FOR '**NATIVE AMERICAN**'.

REFINE SEARCH: All Size Types | All Sizes | All Colors

SORT BY: New Arrivals

1 2 3 4 5 ... 16 17 VIEW ALL 247 ITEMS

LAKOTA VASE
$72.00
be the first to write a review
New Arrival

HANDMADE PENVELOPE PENCIL HOLDER
$40.00
be the first to write a review
New Arrival

SUMMIT ZIP-NECK SWEATER
$138.00
be the first to write a review
New Arrival
More Colors Available

DENIM JACKET
$144.00
be the first to write a review
New Arrival

DAKOTA JACKET
$320.00
be the first to write a review
New Arrival

WESLEY JACKET
$258.00
be the first to write a review
New Arrival

KALISPELL VEST
$172.00
be the first to write a review
New Arrival

SANTA FE JACKET
$320.00
be the first to write a review
New Arrival
More Patterns Available

THREE SISTERS COAT
$388.00
be the first to write a review
New Arrival

SPIRIT OF THE PEOPLES BIG HORN JACKET
$278.00
New Arrival
More Colors Available

TRIBUTE TO JACK BRIGGS BLANKET
$285.00
be the first to write a review

ZAPOTEC SHAM
Was $98.00
Now $67.99
be the first to write a review

ALL NIGHT MEETING BLANKET
$218.00
be the first to write a review

FREMONT BLANKET
$218.00
be the first to write a review

LAKOTA COFFEE MUGS, SET OF 4
$76.00
be the first to write a review

1 2 3 4 5 ... 16 17 VIEW ALL 247 ITEMS

Pendleton
and Shwood
An eye-opening partnership ▸

holiday sale up to 50% off
NEW MARKDOWNS ADDED

save on
wear-now styles
for women ▸

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learn about site specials! email address SIGN UP

PENDLETON

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From Nemeroff, Patrick G. (CIV) **Date** 11/22/2011 11:53:32 AM
To Stanton, Meridith; [redacted]
Cc Dupris, Cheryl (USASD)
Subject FW: Pendleton IACA matter

image001.gif (3 KB HTML)

Fyi. I haven't spoken to Steven recently on the phone. But when I do, I will tell him that we do not plan on conducting a direct dialogue between the Board and Pendleton.

Thanks,
Patrick

From: Ungar, Steven B. [mailto:UngarS@LanePowell.com]
Sent: Tuesday, November 22, 2011 11:49 AM
To: Nemeroff, Patrick G. (CIV)
Cc: David.Armentrout@penwool.com; Mehrbani, Parna; Stevason, John; Tranetzki, Kristen
Subject: RE: Pendleton IACA matter

Patrick,

Thank you for sending the below-suggested guidance relative to the Indian Arts and Crafts Act. I've spoken with David Armentrout about the matter today and we will be putting together a response which will include some specific examples of what Pendleton is already doing consistent with this guidance; and measures proposed to be taken to ensure compliance going forward. I do want to emphasize that once we expand our dialogue to include members of the IAC Board, the company's longstanding policies and practices will come into sharper focus. (Also, we are anxious to get contacts on the Board from you so that we can get started on some of the compliance-related projects under consideration.) In sum, Pendleton is commited to handling its Native-related design and marketing practices in a way which not only meets but in fact exceeds the IAC's requirements.

Thanksgiving holiday time is upon us and it's taken pretty seriously out West -- so because of some folks taking time off, we won't be able to get back to you for about a week. But we continue to see this matter as a number one priority are looking forward to reaching its resolution.

Best regards,

Steven B. Ungar

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Business Journal), and one of the "100 Best Companies" and "100 Best Green Companies to Work For in Oregon" (Oregon Business magazine).

From: Nemeroff, Patrick G. (CIV) [mailto:Patrick.G.Nemeroff@usdoj.gov]
Sent: Friday, November 18, 2011 3:00 PM
To: Ungar, Steven B.
Subject: Pendleton IACA matter

Steven,

As we previously discussed, attached is a letter setting forth guidance regarding Pendleton's future compliance with the Indian Arts and Crafts Act. I look forward to further conversations on this matter.

Best,
Patrick

Patrick Nemeroff
Trial Attorney
U.S. Department of Justice
Civil Division, Federal Programs Branch
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To: Nemeroff, Patrick G. (CIV)
Cc: David.Armentrout@penwool.com; Mehrbani, Parna; Stevason, John; Tranetzki, Kristen
Subject: RE: Pendleton IACA matter

Patrick,

Thank you for sending the below-suggested guidance relative to the Indian Arts and Crafts Act. I've spoken with David Armentrout about the matter today and we will be putting together a response which will include some specific examples of what Pendleton is already doing consistent with this guidance; and measures proposed to be taken to ensure compliance going forward. I do want to emphasize that once we expand our dialogue to include members of the IAC Board, the company's longstanding policies and practices will come into sharper focus. (Also, we are anxious to get contacts on the Board from you so that we can get started on some of the compliance-related projects under consideration.) In sum, Pendleton is commited to handling its Native-related design and marketing practices in a way which not only meets but in fact exceeds the IAC's requirements.

Thanksgiving holiday time is upon us and it's taken pretty seriously out West -- so because of some folks taking time off, we won't be able to get back to you for about a week. But we continue to see this matter as a number one priority are looking forward to reaching its resolution.

Best regards,

Steven B. Ungar

LANE POWELL
ATTORNEYS & COUNSELORS

Shareholder, Bio | VCard
Lane Powell PC
601 SW Second Avenue, Suite 2100
Portland, OR 97204-3158
Direct: 503.778.2064
Cell: 503.701.3888
www.lanepowell.com

Lane Powell, one of Washington's "Best Workplaces" and a "Top Corporate Philanthropist" (Puget Sound Business Journal), and one of the "100 Best Companies" and "100 Best Green Companies to Work For in Oregon" (Oregon Business magazine).

From: Nemeroff, Patrick G. (CIV) [mailto:Patrick.G.Nemeroff@usdoj.gov]
Sent: Friday, November 18, 2011 3:00 PM
To: Ungar, Steven B.
Subject: Pendleton IACA matter

Steven,

As we previously discussed, attached is a letter setting forth guidance regarding Pendleton's future compliance with the Indian Arts and Crafts Act. I look forward to further conversations on this matter.

Best,
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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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.

ARG:PNemeroff
145-7-1872

Telephone:
(202) 305-8727

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

Dear Mr. Ungar:

As we discussed during our telephone conversation on October 26, 2011, this letter sets forth the views of the United States Department of Justice and the Indian Arts and Crafts Board as to the actions Pendleton Woolen Mills, Inc. ("Pendleton") should take in order to bring its internet marketing into compliance with the Indian Arts and Crafts Act ("the Act"). This letter addresses, in particular, Pendleton's internet marketing of the Sioux Star Blanket. It also includes guidance regarding Pendleton's marketing in general. This letter does not address the appropriate remedy for Pendleton's past violations of the Act, which will be the subject of future discussions.

Several characteristics of Pendleton's current internet marketing of the Sioux Star Blanket contribute to the false suggestion that the Blanket is an authentic Native American product. First, Pendleton sells the Sioux Star Blanket within the "Native American" section of its website. By labeling this section as "Native American," Pendleton suggests to online customers that they are visiting a virtual store that sells authentic Native American products. Second, the name of the Blanket includes the unqualified use of "Sioux" and refers to a well-known Sioux symbol. Third, the description of the Blanket does not make clear that the Blanket is not produced by genuine Indian artisans.

We therefore believe that the following changes to Pendleton's internet marketing would be appropriate. First, Pendleton should change the name of the "Native American" section of its website. The section could be renamed, for example, "Native American Inspired." Second, Pendleton should qualify the use of Sioux in the product name, preferably with the phrase "Sioux Inspired." The product could be renamed, for example, "Sioux Inspired Star Blanket." More generally, Pendleton should make this change any time a product name references a Native American tribe. Third, and finally, Pendleton also should include a disclaimer that plainly states that the product is not an authentic Native American product. That disclaimer could state, for example, "Machine made at our Oregon mills." More generally, Pendleton should include a disclaimer any time a product name references a Native American tribe.

We appreciate your efforts to work with us in resolving this matter. We believe that making the above-described changes to your marketing would be a significant first step and would confirm your good faith in addressing this issue. Once Pendleton has brought its marketing into compliance with the Act, we will discuss the appropriate remedy for Pendleton's past violations. We look forward to further productive conversations.

Very truly yours,

Patrick G. Nemeroff
Trial Attorney
Federal Programs Branch
Civil Division

Pnemeroff as of 11-16-11

ARG:PNemeroff
145-7-1872

Telephone:
(202) 305-8727

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

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Trial Attorney
Federal Programs Branch
Civil Division

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145-7-1872

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305-8727

Mr. Steven B. Ungar

Lane Powell

601 SW Second Avenue, Suite 2100

Portland, OR 97204-3158

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[redacted]

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- [redacted]
- [redacted]
- [redacted]

[redacted]

We appreciate your efforts to work with us in resolving this matter. We believe that by making the above changes [redacted] We look forward to further productive conversations.

Very truly yours,

From Stanton, Meridith **Date** 11/9/2011 1:55:26 PM

To VanWey, Kenneth J

Cc

Subject FW: Meridith - here are my initial comments on Patrick's draft letter.

BP Comments 11-11-8 Pendleton Guidance Memo.docx (16 KB HTML)

From: [redacted] [mailto[redacted]
Sent: Tuesday, November 08, 2011 7:59 PM
To: Stanton, Meridith
Subject: Meridith - here are my initial comments on Patrick's draft letter.

[redacted]
Chief Ranger
Herbert Hoover National Historic Site
110 Parkside Drive
P.O. Box 607
West Branch, Iowa 52358

Telephone: [redacted]
Cell: [redacted]

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ARG:PNemeroff
145-7-1872

Telephone:
(202) 305-8727

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

Dear Mr. Ungar:

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[redacted]

We appreciate your efforts to work with us in resolving this matter. We believe that making the above-described changes to your internet marketing would be a significant first step. We look forward to further productive conversations.

Very truly yours,

Patrick G. Nemeroff
Trial Attorney
Federal Programs Branch
Civil Division

From Nemeroff, Patrick G. (CIV) **Date** 10/23/2011 3:45:13 PM
To Stanton, Meridith; Dupris, Cheryl (USASD); [redacted]
Cc
Subject Re: Pendleton Woolen Mills

image001.gif (3 KB HTML)

330 or 4 both work for me.

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Saturday, October 22, 2011 01:00 PM
To: Dupris, Cheryl (USASD); Nemeroff, Patrick G. (CIV); [redacted]
Subject: Re: Pendleton Woolen Mills

Hi All,
[redacted]nd I have a call with Laura Heim, Federal Programs Branch, regarding another SD case on Monday at 2:30. I do not know how long that call will last as this will be our first time speaking with her. Would it be possible to shift our call back a bit? For example would you all be available at 3:30 or 4:00 EST to speak on Monday? Meridith

---

From: Dupris, Cheryl (USASD) [mailto:Cheryl.Dupris@usdoj.gov]
Sent: Friday, October 21, 2011 11:43 PM
To: [redacted] Nemeroff, Patrick G. (CIV) <Patrick.G.Nemeroff@usdoj.gov>; Stanton, Meridith
Subject: Re: Pendleton Woolen Mills

I will be traveling to DC on monday. I could probably conference by phone after 3 (Eastern). My BB #[redacted]

From: [redacted] [mailto:[redacted]
Sent: Thursday, October 20, 2011 02:22 PM
To: Nemeroff, Patrick G. (CIV); Stanton, Meridith <Meridith_Stanton@ios.doi.gov>
Cc: Dupris, Cheryl (USASD)
Subject: Re: Pendleton Woolen Mills

Hi Patrick, et.al.,

Let me know what time on Monday and I will work to be on the call.

Thanks,

[redacted]
(Currently in Chicago).

From: "Nemeroff, Patrick G. (CIV)" [Patrick.G.Nemeroff@usdoj.gov]
Sent: 10/20/2011 11:27 AM AST
To: "Stanton, Meridith" <Meridith_Stanton@ios.doi.gov>
Cc: "Dupris, Cheryl (USASD)" <Cheryl.Dupris@usdoj.gov>; [redacted]
Subject: RE: Pendleton Woolen Mills

Hi Meridith,

Of course we can have the call on Monday. I will respond to Steven to tell him that we are encouraged by his email, but that we wonâ€™t have a chance to discuss and respond until next week. I hope you enjoy the training and you all have safe journeys home.

Best,
Patrick

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Thursday, October 20, 2011 11:25 AM
To: Nemeroff, Patrick G. (CIV)
Cc: Dupris, Cheryl (USASD); [redacted]
Subject: Re: Pendleton Woolen Mills

Hi Patrick,
Cheryl and I are at the DOJ Cultural Property Law training at the Grand Canyon this morning, and I will talk with her when we have a break. (I am heading out at 11:00 for meetings elsewhere.). Unfortunately [redacted] left the training yesterday to begin his journey home from the Canyon, and I am not sure can reach him today. I will be flying home tomorrow, and on a plane a good share of the day. Is there any way that we might have the call on Monday? If not, I will do my best to reach [redacted] s morning. Meridith

---

From: Nemeroff, Patrick G. (CIV) [mailto:Patrick.G.Nemeroff@usdoj.gov]
Sent: Thursday, October 20, 2011 10:29 AM
To: Stanton, Meridith; [redacted]
Cc: Dupris, Cheryl (USASD) <Cheryl.Dupris@usdoj.gov>; Goldberg, Arthur (CIV) <Arthur.Goldberg@usdoj.gov>
Subject: FW: Pendleton Woolen Mills

Hi all,

Please see the below email from Pendletonâ€™s counsel, which is encouraging. Steven also sent me a separate email informing me that Pendleton is collecting information in response to our request, and at this point can share the fact that internet sales of the Sioux Star Blanket began in 2005, and since then 570 units have been sold, totaling $108,290 in revenue.

I will try to set up a phone call with Steven for tomorrow afternoon. Can we all try to talk before then to discuss how we would like to respond? I am free to speak this afternoon after 3pm or anytime tomorrow morning.

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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From: Ungar, Steven B. [mailto:UngarS@LanePowell.com]
Sent: Thursday, October 20, 2011 2:04 AM
To: Nemeroff, Patrick G. (CIV)
Cc: Stevason, John; Mehrbani, Parna; Tranetzki, Kristen
Subject: Pendleton Woolen Mills

Patrick,

Over the past few days I have consulted at some length with our client and am pleased to report significant progress in furtherance of a resolution of your office's concerns regarding the marketing of Pendleton Sioux Star blankets. We can hopefully speak tomorrow or Friday, at which time I can elaborate on the following points:

1. Pendleton desires to immediately contact an appropriate representative of the Indian Arts and Crafts Board ("Board") to begin implementing a dialogue, leading to specific programs through which the company can collaborate with the Board and not only ensure ongoing compliance with the Indian Arts and Crafts Act ("Act"), but also build a meaningful relationship with the Board and its constituents. In this regard, if you can direct us to a specific person, our client will make that contact right away. We are optimistic that by entering into direct communications with the Board, our client will be able to expedite this process.

2. Through the above Board contact as well as our communications as lawyers working to resolve this situation, Pendleton desires to move forward as quickly as is prudently possible to implement changes on its website, concerning appropriate terminology, placement of caveats and footnotes, and other changes that may be desireable as well as required. It would be most appreciated, at the outset, if you could facilitate our getting written guidance on some of the fundamental guidelines to be followed. Although you indicated that your office was not in full agreement with the legal positions set forth in our initial response submitted in response to allegations that Pendleton has violated the Act, I appreciate the comment that you see some merit in how the company strives to work with both individual Native artists and Native American tribes across the country. That said, Pendleton welcomes additional guidance that is both informed and fair-minded.

3. I've mentioned it previously in our conversations but want to reiterate, that building a relationship with the Board is entirely consistent with many other of its other continuing commitments -- financially and otherwise -- to sustaining Native American culture, education and art. The coordinator of the company's legal affairs, Mr. David Armentrout

(whom I've mentioned previously) has been with Pendleton for 33 years and specifically asked me to convey to you, as he will convey to the Board, that he is optimistic that the dialogue we are facilitating will be a "win-win" for the company. On the other side of the equation, the Board's constituents and artists represented will become beneficiaries of a great many opportunities, such as the promotional opportunities offered by 6 million catalogs being distributed each year.

4. These are just a few ideas that I look forward to covering with you and Mr. Armentrout (and others at Pendleton) will cover in opening a dialogue with the Board:

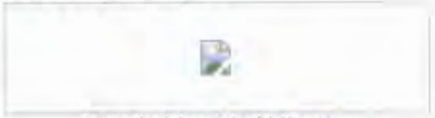
- A design contest coordinated with the Board, with the winner's design being used on a custom-made Pendleton blanket
- Collaboration with Pendleton staff, including designers, manufactoring, assembly, weaving and distribution experts
- International marketing reach

I'll close simply by asking for your reaction to the above points and some times when you would be available to talk further.

Thank you for your continuing cooperation.

Best regards,

Steven B. Ungar



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Fw: Pendleton Woolen Mills

From: "Stanton, Meridith" <Meridith_Stanton@ios.doi.gov>
To: [redacted]
Subject: Fw: Pendleton Woolen Mills
Date: Oct 21, 2011 7:59 PM
Attachments: image001.gif

From: Nemeroff, Patrick G. (CIV) [mailto:Patrick.G.Nemeroff@usdoj.gov]
Sent: Thursday, October 20, 2011 11:27 AM
To: Stanton, Meridith
Cc: Dupris, Cheryl (USASD) <Cheryl.Dupris@usdoj.gov>; [redacted]
Subject: RE: Pendleton Woolen Mills

Hi Meridith,

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Best,
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From Stanton, Meridith **Date** 10/21/2011 7:59:15 PM
To [redacted]
Cc
Subject Fw: Pendleton Woolen Mills

image001.gif (3 KB HTML)

From: Nemeroff, Patrick G. (CIV) [mailto:Patrick.G.Nemeroff@usdoj.gov]
Sent: Thursday, October 20, 2011 11:27 AM
To: Stanton, Meridith
Cc: Dupris, Cheryl (USASD) <Cheryl.Dupris@usdoj.gov>; [redacted]
Subject: RE: Pendleton Woolen Mills

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Subject: Re: Pendleton Woolen Mills

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Cheryl and I are at the DOJ Cultural Property Law training at the Grand Canyon this morning, and I will talk with her when we have a break. (I am heading out at 11:00 for meetings elsewhere.). Unfortunately [redacted] left the training yesterday to begin his journey home from the Canyon, and I am not sure can reach him today. I will be flying home tomorrow, and on a plane a good share of the day. Is there any way that we might have the call on Monday? If not, I will do my best to reach [redacted] is morning. Meridith

---

From: Nemeroff, Patrick G. (CIV) [mailto:Patrick.G.Nemeroff@usdoj.gov]
Sent: Thursday, October 20, 2011 10:29 AM
To: Stanton, Meridith; [redacted]
Cc: Dupris, Cheryl (USASD) <Cheryl.Dupris@usdoj.gov>; Goldberg, Arthur (CIV) <Arthur.Goldberg@usdoj.gov>
Subject: FW: Pendleton Woolen Mills

Hi all,

Please see the below email from Pendleton's counsel, which is encouraging. Steven also sent me a separate email informing me that Pendleton is collecting information in response to our request, and at this point can share the fact that internet sales of the Sioux Star Blanket began in 2005, and since then 570 units have been sold, totaling $108,290 in revenue.

I will try to set up a phone call with Steven for tomorrow afternoon. Can we all try to talk before then to discuss how we would like to respond? I am free to speak this afternoon after 3pm or anytime tomorrow

morning.

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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From: Ungar, Steven B. [mailto:UngarS@LanePowell.com]
Sent: Thursday, October 20, 2011 2:04 AM
To: Nemeroff, Patrick G. (CIV)
Cc: Stevason, John; Mehrbani, Parna; Tranetzki, Kristen
Subject: Pendleton Woolen Mills

Patrick,

Over the past few days I have consulted at some length with our client and am pleased to report significant progress in furtherance of a resolution of your office's concerns regarding the marketing of Pendleton Sioux Star blankets. We can hopefully speak tomorrow or Friday, at which time I can elaborate on the following points:

1. Pendleton desires to immediately contact an appropriate representative of the Indian Arts and Crafts Board ("Board") to begin implementing a dialogue, leading to specific programs through which the company can collaborate with the Board and not only ensure ongoing compliance with the Indian Arts and Crafts Act ("Act"), but also build a meaningful relationship with the Board and its constituents. In this regard, if you can direct us to a specific person, our client will make that contact right away. We are optimistic that by entering into direct communications with the Board, our client will be able to expedite this process.

2. Through the above Board contact as well as our communications as lawyers working to resolve this situation, Pendleton desires to move forward as quickly as is prudently possible to implement changes on its website, concerning appropriate terminology, placement of caveats and footnotes, and other changes that may be desireable as well as required. It would be most appreciated, at the outset, if you could facilitate our getting written guidance

on some of the fundamental guidelines to be followed. Although you indicated that your office was not in full agreement with the legal positions set forth in our initial response submitted in response to allegations that Pendleton has violated the Act, I appreciate the comment that you see some merit in how the company strives to work with both individual Native artists and Native American tribes across the country. That said, Pendleton welcomes additional guidance that is both informed and fair-minded.

3. I've mentioned it previously in our conversations but want to reiterate, that building a relationship with the Board is entirely consistent with many other of its other continuing commitments -- financially and otherwise -- to sustaining Native American culture, education and art. The coordinator of the company's legal affairs, Mr. David Armentrout (whom I've mentioned previously) has been with Pendleton for 33 years and specifically asked me to convey to you, as he will convey to the Board, that he is optimistic that the dialogue we are facilitating will be a "win-win" for the company. On the other side of the equation, the Board's constituents and artists represented will become beneficiaries of a great many opportunities, such as the promotional opportunities offered by 6 million catalogs being distributed each year.

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- A design contest coordinated with the Board, with the winner's design being used on a custom-made Pendleton blanket
- Collaboration with Pendleton staff, including designers, manufactoring, assembly, weaving and distribution experts
- International marketing reach

I'll close simply by asking for your reaction to the above points and some times when you would be available to talk further.

Thank you for your continuing cooperation.

Best regards,

Steven B. Ungar

Shareholder, Bio | VCard
Lane Powell PC
601 SW Second Avenue, Suite 2100
Portland, OR 97204-3158
Direct: 503.778.2064
Cell: 503.701.3888
www.lanepowell.com

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delete it and notify me immediately, and please do not copy or send this message to anyone else.

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Stanton, Meridith

From: Stanton, Meridith
Sent: Thursday, October 20, 2011 11:25 AM
To: 'Patrick.G.Nemeroff@usdoj.gov'
Cc: 'Cheryl.Dupris@usdoj.gov'; [redacted]
Subject: Re: Pendleton Woolen Mills

Hi Patrick,
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Subject: Pendleton Woolen Mills

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Thank you for your continuing cooperation.

Best regards,

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ATTORNEYS & COUNSELORS

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Stanton, Meridith

[redacted]

To: [redacted]
Cc: Nemeroff, Patrick G. (CIV)
Subject: FW: Pendleton Woolen Mills

Hi [redacted]

Below is Patrick's email regarding the number of blankets sold since 2005. When you have the time, lets discuss.

Thank you,

Meridith

From: Nemeroff, Patrick G. (CIV) [mailto:Patrick.G.Nemeroff@usdoj.gov]
Sent: Thursday, October 20, 2011 10:30 AM
To: Stanton, Meridith; [redacted]
Cc: Dupris, Cheryl (USASD); Goldberg, Arthur (CIV)
Subject: FW: Pendleton Woolen Mills

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Cc: Stevason, John; Mehrbani, Parna; Tranetzki, Kristen
Subject: Pendleton Woolen Mills

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I'll close simply by asking for your reaction to the above points and some times when you would be available to talk further.

Thank you for your continuing cooperation.

Best regards,

Steven B. Ungar

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From Stanton, Meridith **Date** 10/12/2011 2:06:07 PM
To VanWey, Kenneth J
Cc
Subject Fw: Pendleton IACA call

From: Nemeroff, Patrick G. (CIV) [mailto:Patrick.G.Nemeroff@usdoj.gov]
Sent: Wednesday, October 12, 2011 01:55 PM
To: Stanton, Meridith
Cc: Dupris, Cheryl (USASD) <Cheryl.Dupris@usdoj.gov>; [redacted]
Subject: RE: Pendleton IACA call

Hi Meridith,

We have only been authorized to pursue an action against Pendleton for its internet sales of the Sioux Star Blanket, not for its sale of the Sioux Star Quilt. [redacted]

[redacted]

Thanks,
Patrick

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Tuesday, October 11, 2011 6:21 PM
To: Nemeroff, Patrick G. (CIV)
Cc: Dupris, Cheryl (USASD); [redacted]
Subject: RE: Pendleton IACA call

Hi Patrick,

Thank you for your email.

I think your approach looks good.

[redacted]

[redacted]

Best Regards,

Meridith

From: Nemeroff, Patrick G. (CIV) [mailto:Patrick.G.Nemeroff@usdoj.gov]
Sent: Friday, October 07, 2011 2:43 PM
To: Stanton, Meridith; [redacted]
Cc: Dupris, Cheryl (USASD); Goldberg, Arthur (CIV)
Subject: Pendleton IACA call

Hi all,

I had a productive conversation with Pendletonâ€™s representative, Steven Ungar, today. I explained to Steven why we believe that Pendletonâ€™s internet marketing of the Sioux Star Blanket violates the Indian Arts and Crafts Act. I then told him the steps we believe are necessary to bring Pendletonâ€™s marketing into compliance with the Act. And I informed him that we believe some further enforcement steps are appropriate in light of Pendletonâ€™s past violations and the resulting harm to Sioux artisans. I listed some of the constructive suggestions you outlined below. I noted that, in order to arrive at an appropriate resolution, we would like some additional information from Pendleton.

Steven seemed receptive to our suggestions for changes in Pendletonâ€™s marketing and to possible steps Pendleton could take to remedy harm to Sioux artisans. He is going to write me an email detailing his understanding of our conversation and then plans to address the issue with Pendleton. He of course does not know how Pendleton will react, but he seemed optimistic.

In the meantime, I told Steven that I would email him a list of the information we would ideally like to get from Pendleton. Iâ€™ve written a preliminary list below. Iâ€™d appreciate it if you could review the list and let me know of any changes/additions you would make.

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

I will plan on sending Steven a list sometime early next week after I have heard from you all. I will of course keep you updated on any further communications I have with Pendleton.

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
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is appreciated.

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Thursday, October 06, 2011 3:52 PM
To: Nemeroff, Patrick G. (CIV)
Cc: [redacted] Dupris, Cheryl (USASD)
Subject: Follow up from yesterday's call

Hi Patrick,

It was good talking with you yesterday, and I appreciate your continued interest in and support of the Act cases.

As requested, the following bullets are recommendations discussed during yesterdayâ€™s phone call.

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

[redacted]

- [redacted]

[redacted]

No doubt this is more than what you need for your call this weekâ€¦but I hope it will be of some help. If you need any further information, please do not hesitate to let me know.

Cheryl o[redacted]nything youâ€™d like to add or comment on?

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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From Nemeroff, Patrick G. (CIV) **Date** 10/12/2011 1:57:08 PM
To Stanton, Meridith
Cc Dupris, Cheryl (USASD); [redacted]
Subject RE: Pendleton IACA call

Hi Meridith,

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[redacted]

Thanks,
Patrick

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Tuesday, October 11, 2011 6:21 PM
To: Nemeroff, Patrick G. (CIV)
Cc: Dupris, Cheryl (USASD); [redacted]
Subject: RE: Pendleton IACA call

Hi Patrick,

Thank you for your email.

I think your approach looks good.

[redacted]

[redacted]

Best Regards,

Meridith

From: Nemeroff, Patrick G. (CIV) [mailto:Patrick.G.Nemeroff@usdoj.gov]
Sent: Friday, October 07, 2011 2:43 PM
To: Stanton, Meridith; [redacted]
Cc: Dupris, Cheryl (USASD); Goldberg, Arthur (CIV)
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Sent: Thursday, October 06, 2011 3:52 PM
To: Nemeroff, Patrick G. (CIV)
Cc: [redacted] Dupris, Cheryl (USASD)

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Cheryl or [redacted] anything you'd like to add or comment on?

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As requested, the following bullets are recommendations discussed during yesterday's phone call.

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

- [redacted]

[redacted]

- [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
  - [redacted]

- [redacted]

- [redacted]

- [redacted]

[redacted]

No doubt this is more than what you need for your call this week...but I hope it will be of some help. If you need any further information, please do not hesitate to let me know.

Cheryl o[redacted]ything you'd like to add or comment on?

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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Stanton, Meridith

From: Nemeroff, Patrick G. (CIV) [Patrick.G.Nemeroff@usdoj.gov]
Sent: Friday, October 07, 2011 2:43 PM
To: Stanton, Meridith; [redacted]
Cc: Dupris, Cheryl (USASD); Goldberg, Arthur (CIV)
Subject: Pendleton IACA call

Hi all,

I had a productive conversation with Pendleton's representative, Steven Ungar, today. I explained to Steven why we believe that Pendleton's internet marketing of the Sioux Star Blanket violates the Indian Arts and Crafts Act. I then told him the steps we believe are necessary to bring Pendleton's marketing into compliance with the Act. And I informed him that we believe some further enforcement steps are appropriate in light of Pendleton's past violations and the resulting harm to Sioux artisans. I listed some of the constructive suggestions you outlined below. I noted that, in order to arrive at an appropriate resolution, we would like some additional information from Pendleton.

Steven seemed receptive to our suggestions for changes in Pendleton's marketing and to possible steps Pendleton could take to remedy harm to Sioux artisans. He is going to write me an email detailing his understanding of our conversation and then plans to address the issue with Pendleton. He of course does not know how Pendleton will react, but he seemed optimistic.

In the meantime, I told Steven that I would email him a list of the information we would ideally like to get from Pendleton. I've written a preliminary list below. I'd appreciate it if you could review the list and let me know of any changes/additions you would make.

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

I will plan on sending Steven a list sometime early next week after I have heard from you all. I will of course keep you updated on any further communications I have with Pendleton.

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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From: Stanton, Meridith [mailto:Me...ith_Stanton@ios.doi.gov]
Sent: Thursday, October 06, 2011 3:52 PM
To: Nemeroff, Patrick G. (CIV)
Cc: [redacted] Dupris, Cheryl (USASD)
Subject: Follow up from yesterday's call

Hi Patrick,

It was good talking with you yesterday, and I appreciate your continued interest in and support of the Act cases.

As requested, the following bullets are recommendations discussed during yesterday's phone call.

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

[redacted]

- [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
  - [redacted]

[redacted]

No doubt this is more than what you need for your call this week...but I hope it will be of some help. If you need any further information, please do not hesitate to let me know.

Cheryl o[redacted]nything you'd like to add or comment on?

Thank you,

Meridith

Meridith Z. Stanton
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Stanton, Meridith

From: Nemeroff, Patrick G. (CIV) [Patrick.G.Nemeroff@usdoj.gov]
Sent: Friday, October 07, 2011 2:43 PM
To: Stanton, Meridith[redacted]
Cc: Dupris, Cheryl (USASD); Goldberg, Arthur (CIV)
Subject: Pendleton IACA call

Hi all,

I had a productive conversation with Pendleton's representative, Steven Ungar, today. I explained to Steven why we believe that Pendleton's internet marketing of the Sioux Star Blanket violates the Indian Arts and Crafts Act. I then told him the steps we believe are necessary to bring Pendleton's marketing into compliance with the Act. And I informed him that we believe some further enforcement steps are appropriate in light of Pendleton's past violations and the resulting harm to Sioux artisans. I listed some of the constructive suggestions you outlined below. I noted that, in order to arrive at an appropriate resolution, we would like some additional information from Pendleton.

Steven seemed receptive to our suggestions for changes in Pendleton's marketing and to possible steps Pendleton could take to remedy harm to Sioux artisans. He is going to write me an email detailing his understanding of our conversation and then plans to address the issue with Pendleton. He of course does not know how Pendleton will react, but he seemed optimistic.

In the meantime, I told Steven that I would email him a list of the information we would ideally like to get from Pendleton. I've written a preliminary list below. I'd appreciate it if you could review the list and let me know of any changes/additions you would make.

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

I will plan on sending Steven a list sometime early next week after I have heard from you all. I will of course keep you updated on any further communications I have with Pendleton.

Thanks,
Patrick

Patrick Nemeroff
Trial Attorney
U.S. Department of Justice
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From: Stanton, Meridith [mailto:Me[redacted]ith_Stanton@ios.doi.gov]
Sent: Thursday, October 06, 2011 3:52 PM
To: Nemeroff, Patrick G. (CIV)
Cc: [redacted] Dupris, Cheryl (USASD)
Subject: Follow up from yesterday's call

Hi Patrick,

It was good talking with you yesterday, and I appreciate your continued interest in and support of the Act cases.

As requested, the following bullets are recommendations discussed during yesterday's phone call.

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

[redacted]

- [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
  - [redacted]

[redacted]

No doubt this is more than what you need for your call this week...but I hope it will be of some help. If you need any further information, please do not hesitate to let me know.

Cheryl or [redacted] anything you'd like to add or comment on?

Thank you,

Meridith

Meridith Z. Stanton
Director
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Stanton, Meridith

From: Stanton, Meridith
Sent: Thursday, October 06, 2011 3:52 PM
To: 'Nemeroff, Patrick G. (CIV)'
Cc: [redacted] 'Dupris, Cheryl (USASD)'
Subject: Follow up from yesterday's call

Hi Patrick,

It was good talking with you yesterday, and I appreciate your continued interest in and support of the Act cases.

As requested, the following bullets are recommendations discussed during yesterday's phone call.

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

[redacted]

- [redacted]

[redacted]

- [redacted]
- [redacted]
- [redacted]

[redacted]

No doubt this is more than what you need for your call this week...but I hope it will be of some help. If you need any further information, please do not hesitate to let me know.

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From Nemeroff, Patrick G. (CIV) **Date** 9/28/2011 1:49:56 PM
To Stanton, Meridith; [redacted]
Cc
Subject RE: October 6 - would that work for you for Pendleton follow up?

5pm EST on Wednesday works for me. Thursday does as well. Thanks for coordinating Meridith!

-----Original Message-----
From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Wednesday, September 28, 2011 1:48 PM
To: [redacted]
Cc: Nemeroff, Patrick G. (CIV)
Subject: RE: October 6 - would that work for you for Pendleton follow up?

Would it be better to suggest 5:00pm EST on Wednesday, October 5?

-----Original Message-----
From: [redacted] [mailto[redacted]
Sent: Wednesday, September 28, 2011 1:34 PM
To: Stanton, Meridith
Cc: Nemeroff, Patrick G. (CIV)
Subject: Re: October 6 - would that work for you for Pendleton follow up?

I'm on AL Oct 6 - 11 - but I could get on the call if no other time would work.

Bob

[redacted]
Herbert Hoover National Historic Site
110 Parkside Drive
P.O. Box 607
West Branch, Iowa 52358

Telephone [redacted]
Cell: [redacted]

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"Stanton, Meridith" <Meridith_Stanton@ios.doi.gov> To "[redacted]", "Nemeroff,

09/28/2011 11:55 AM
Patrick G. (CIV)" <Patrick.G.Nemeroff@usdoj.gov>
cc

Subject
October 6 - would that work for you for Pendleton follow up?

How does Thursday, October 6, look for you? Thought I would check with you two before getting back to Cheryl.

From: Dupris, Cheryl (USASD) [mailto:Cheryl.Dupris@usdoj.gov]
Sent: Wednesday, September 28, 2011 12:53 PM
To: Stanton, Meridith
Subject: RE: Today's phone call at 11:00 EST

We expect to be done by 4pm EST, but is hard to say at this point. Let's shoot for that slot. Thanks.

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Wednesday, September 28, 2011 11:11 AM
To: Dupris, Cheryl (USASD)
Subject: RE: Today's phone call at 11:00 EST

Hi Cheryl,

We are not wedded to the 11:00 EST time slot. Later in the day is fine wit[redacted]Patrick, and me. Would the afternoon work better for you, say around 3:30 or 4:00 EST on October 5?

Meridith

From: Dupris, Cheryl (USASD) [mailto:Cheryl.Dupris@usdoj.gov]
Sent: Wednesday, September 28, 2011 11:26 AM
To: Stanton, Meridith
Subject: RE: Today's phone call at 11:00 EST

Yes, I believe so.. however, Rob and I have a depo via video starting at 11 (our time) so will participate as long as possible.
Sorry I called in late this am, time just got away from me already today!
Hope you are feeling better.

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Wednesday, September 28, 2011 10:22 AM
To: Dupris, Cheryl (USASD)
Subject: RE: Today's phone call at 11:00 EST

Hi Cheryl,

I think our emails just crossed each other. My apologies for not reconfirming with everyone. Whe[redacted]d Patrick were on the phone this morning, next Wednesday seemed to be the best day for them. Would an eleven o'clock call – EST – next Wednesday work for you?

Thank you,

Meridith

From: Dupris, Cheryl (USASD) [mailto:Cheryl.Dupris@usdoj.gov]
Sent: Wednesday, September 28, 2011 11:16 AM
To: Stanton, Meridith
Subject: RE: Today's phone call at 11:00 EST

I'm on conference call... sorry if I made you reschedule.

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Wednesday, September 28, 2011 10:06 AM
To: Nemeroff, Patrick G. (CIV); Dupris, Cheryl (USASD)
Cc: [redacted]
Subject: Today's phone call at 11:00 EST

Hi Patrick and Cheryl,

[redacted] and I are on the call in line. Do you need to reschedule?

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
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From Gusinsky, Robert (USASD) **Date** 9/6/2011 12:55:25 PM
To Nemeroff, Patrick G. (CIV); Stanton, Meridith; Dupris, Cheryl (USASD); [redacted]
Cc
Subject RE: Pendleton letter regarding IACA violation

Works for me.

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Robert Gusinsky
Assistant U.S. Attorney
District of South Dakota
515 Ninth Street Suite 201
Rapid City, SD 57701
(605) 342-7822
Robert.Gusinsky@USDOJ.gov

From: Nemeroff, Patrick G. (CIV)
Sent: Tuesday, September 06, 2011 10:54 AM
To: Stanton, Meridith; Dupris, Cheryl (USASD); [redacted] Gusinsky, Robert (USASD)
Subject: RE: Pendleton letter regarding IACA violation

That works great for me. Thanks for organizing Meridith!

Best,
Patrick

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Tuesday, September 06, 2011 12:03 PM
To: Dupris, Cheryl (USASD); Nemeroff, Patrick G. (CIV); [redacted] Gusinsky, Robert (USASD)
Subject: RE: Pendleton letter regarding IACA violation

Hi All,

Would 11:00 EST tomorrow, September 7, work for everyone?

Meridith

From: Dupris, Cheryl (USASD) [mailto:Cheryl.Dupris@usdoj.gov]
Sent: Tuesday, September 06, 2011 11:59 AM
To: Stanton, Meridith
Cc: Nemeroff, Patrick G. (CIV); [redacted] Gusinsky, Robert (USASD)
Subject: RE: Pendleton letter regarding IACA violation

Hi Meridith,
I'll be in office tomorrow. Morning currently works best for me.
Cheryl

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Tuesday, September 06, 2011 9:58 AM
To: Dupris, Cheryl (USASD)
Cc: Nemeroff, Patrick G. (CIV); [redacted] Gusinsky, Robert (USASD)
Subject: FW: Pendleton letter regarding IACA violation

Hi Cheryl,

Would you be available for a call tomorrow? If so, do you have a preferred time? I would be more than happy to set up the call anytime tomorrow, other than between noon and 3:00pm.

Thank you,

Meridith

From: Ryan, Diana (USASD) [mailto:Diana.Ryan@usdoj.gov]
Sent: Tuesday, September 06, 2011 10:42 AM
To: Stanton, Meridith; [redacted]
Cc: Gusinsky, Robert (USASD); Nemeroff, Patrick G. (CIV); Dupris, Cheryl (USASD)
Subject: RE: Pendleton letter regarding IACA violation

This case has been reassigned to AUSA Cheryl Schrempp DuPris. I have copied Cheryl on the invitation to participate. Robert can also join if he has the time.

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Tuesday, September 06, 2011 9:28 AM
To: [redacted] Ryan, Diana (USASD)
Cc: Gusinsky, Robert (USASD); Nemeroff, Patrick G. (CIV)
Subject: FW: Pendleton letter regarding IACA violation
Importance: High

[redacted] and Diana –

Would you like to participate? If so, when would be the best day/time for you so I can set up the phone bridge, per Patrick's availability?

Thank you,

Meridith

From: Gusinsky, Robert (USASD) [mailto:Robert.Gusinsky@usdoj.gov]
Sent: Tuesday, September 06, 2011 10:08 AM
To: Nemeroff, Patrick G. (CIV); Stanton, Meridith
Cc: [redacted]
Subject: RE: Pendleton letter regarding IACA violation

I'm available today and tomorrow.

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intended recipient (or have received this E-mail in error) please notify the sender immediately and destroy this E-mail. Any unauthorized copying, disclosure or distribution of the material in this E-mail is strictly forbidden

Robert Gusinsky
Assistant U.S. Attorney
District of South Dakota
515 Ninth Street Suite 201
Rapid City, SD 57701
(605) 342-7822
Robert.Gusinsky@USDOJ.gov

From: Nemeroff, Patrick G. (CIV) [mailto:Patrick.G.Nemeroff@usdoj.gov]
Sent: Friday, September 02, 2011 12:27 PM
To: Stanton, Meridith
Cc: Gusinsky, Robert (USASD); [redacted]
Subject: RE: Pendleton letter regarding IACA violation

Tuesday or Wednesday would be best for me. I am free anytime during either of those days. I can probably make Thursday work, but I will be out of the office on Friday.

I don't disagree with your response. [redacted] Hopefully we can discuss the letter more fully over the phone next week.

Best,
Patrick

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Friday, September 02, 2011 2:14 PM
To: Nemeroff, Patrick G. (CIV)
Cc: Gusinsky, Robert (USASD); [redacted]
Subject: Re: Pendleton letter regarding IACA violation

Patrick,
I am out of the office this week, but I have the same response upon my initial read as AUSAs Ryan and Gusinsky. I am available to discuss this further with you [redacted]iana, and Robert at your convenience next week. (Anytime and day except between noon and 3:00 on September 7th.). If you all can let me know your availability, the IACB would be happy to set up the phone bridge.
Meridith

From: Nemeroff, Patrick G. (CIV) [mailto:Patrick.G.Nemeroff@usdoj.gov]
Sent: Thursday, September 01, 2011 05:30 PM
To: Stanton, Meridith
Cc: [redacted] Ryan, Diana (USASD) <Diana.Ryan@usdoj.gov>; Gusinsky, Robert (USASD) <Robert.Gusinsky@usdoj.gov>
Subject: Pendleton letter regarding IACA violation

Meridith,

As I mentioned a few weeks ago, a lawyer representing Pendleton sent us a letter in June setting forth

Pendleton's position on this case. I apologize for the long delay in forwarding Pendleton's letter to you. I was holding off until we had discussed within this office how to respond. That discussion got delayed due to several other time-sensitive matters.

If you have a moment next week, I would like to discuss with you Pendleton's letter and our next steps. Please let me know what time would be convenient. Of course, I'm happy for others to join in on the call as well.

Best,
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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From Nemeroff, Patrick G. (CIV) **Date** 9/2/2011 2:27:35 PM
To Stanton, Meridith
Cc Gusinsky, Robert (USASD); [redacted]
Subject RE: Pendleton letter regarding IACA violation

Tuesday or Wednesday would be best for me. I am free anytime during either of those days. I can probably make Thursday work, but I will be out of the office on Friday.

I don't disagree with your response. [redacted] Hopefully we can discuss the letter more fully over the phone next week.

Best,
Patrick

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Friday, September 02, 2011 2:14 PM
To: Nemeroff, Patrick G. (CIV)
Cc: Gusinsky, Robert (USASD); [redacted]
Subject: Re: Pendleton letter regarding IACA violation

Patrick,
I am out of the office this week, but I have the same response upon my initial read as AUSAs Ryan and Gusinsky. I am available to discuss this further with you, [redacted]iana, and Robert at your convenience next week. (Anytime and day except between noon and 3:00 on September 7th.). If you all can let me know your availability, the IACB would be happy to set up the phone bridge.
Meridith

From: Nemeroff, Patrick G. (CIV) [mailto:Patrick.G.Nemeroff@usdoj.gov]
Sent: Thursday, September 01, 2011 05:30 PM
To: Stanton, Meridith
Cc: [redacted] Ryan, Diana (USASD) <Diana.Ryan@usdoj.gov>; Gusinsky, Robert (USASD) <Robert.Gusinsky@usdoj.gov>
Subject: Pendleton letter regarding IACA violation

Meridith,

As I mentioned a few weeks ago, a lawyer representing Pendleton sent us a letter in June setting forth Pendleton's position on this case. I apologize for the long delay in forwarding Pendleton's letter to you. I was holding off until we had discussed within this office how to respond. That discussion got delayed due to several other time-sensitive matters.

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Patrick Nemeroff

Trial Attorney
U.S. Department of Justice
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20 Massachusetts Avenue, NW Room 5381
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From Gusinsky, Robert (USASD) **Date** 9/1/2011 6:37:49 PM
To Ryan, Diana (USASD); Nemeroff, Patrick G. (CIV); Stanton, Meridith
Cc [redacted] Dupris, Cheryl (USASD)
Subject RE: Pendleton letter regarding IACA violation

[redacted]

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Robert Gusinsky
Assistant U.S. Attorney
District of South Dakota
515 Ninth Street Suite 201
Rapid City, SD 57701
(605) 342-7822
Robert.Gusinsky@USDOJ.gov

From: Ryan, Diana (USASD)
Sent: Thursday, September 01, 2011 4:13 PM
To: Nemeroff, Patrick G. (CIV); Stanton, Meridith
Cc: [redacted] Gusinsky, Robert (USASD); Dupris, Cheryl (USASD)
Subject: RE: Pendleton letter regarding IACA violation

[redacted]

AUSA Cheryl Schrempp DuPris has been reassigned to assist with this case and I am adding her to the email so she is aware of the letter and offer of resolution. Ms. DuPris' direct number is 605.224.1256, ext. 2204.

Diana Ryan
Chief, Civil Division
United States Attorney's Office
325 S. 1st Ave., Suite 300
Sioux Falls, SD 57104
(605) 357-2340 direct
(605) 330-4402 fax

From: Nemeroff, Patrick G. (CIV) [mailto:Patrick.G.Nemeroff@usdoj.gov]

Sent: Thursday, September 01, 2011 4:30 PM
To: Stanton, Meridith
Cc: [redacted] Ryan, Diana (USASD); Gusinsky, Robert (USASD)
Subject: Pendleton letter regarding IACA violation

Meridith,

As I mentioned a few weeks ago, a lawyer representing Pendleton sent us a letter in June setting forth Pendleton's position on this case. I apologize for the long delay in forwarding Pendleton's letter to you. I was holding off until we had discussed within this office how to respond. That discussion got delayed due to several other time-sensitive matters.

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Patrick

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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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From Stanton, Meridith **Date** 9/1/2011 7:17:59 PM

To VanWey, Kenneth J

Cc

Subject Fw: Pendleton letter regarding IACA violation

Pendleton 06-22-2011 Letter.pdf (353 KB HTML)

Can you give me the highlights? I can only get the first page and the tiny print is too small to read on my BB. I will send you SD's responses shortly, and [redacted]...so I am sure I will feel the same.

From: Nemeroff, Patrick G. (CIV) [mailto:Patrick.G.Nemeroff@usdoj.gov]
Sent: Thursday, September 01, 2011 05:30 PM
To: Stanton, Meridith
Cc: [redacted] Ryan, Diana (USASD) <Diana.Ryan@usdoj.gov>; Gusinsky, Robert (USASD) <Robert.Gusinsky@usdoj.gov>
Subject: Pendleton letter regarding IACA violation

Meridith,

As I mentioned a few weeks ago, a lawyer representing Pendleton sent us a letter in June setting forth Pendletonâ€™s position on this case. I apologize for the long delay in forwarding Pendletonâ€™s letter to you. I was holding off until we had discussed within this office how to respond. That discussion got delayed due to several other time-sensitive matters.

If you have a moment next week, I would like to discuss with you Pendletonâ€™s letter and our next steps. Please let me know what time would be convenient. Of course, Iâ€™m happy for others to join in on the call as well.

Best,
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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From Stanton, Meridith **Date** 9/1/2011 7:18:10 PM

To VanWey, Kenneth J

Cc

Subject Fw: Pendleton letter regarding IACA violation

From: Gusinsky, Robert (USASD) [mailto:Robert.Gusinsky@usdoj.gov]
Sent: Thursday, September 01, 2011 06:34 PM
To: Ryan, Diana (USASD) <Diana.Ryan@usdoj.gov>; Nemeroff, Patrick G. (CIV) <Patrick.G.Nemeroff@usdoj.gov>; Stanton, Meridith
Cc: [redacted] Dupris, Cheryl (USASD) <Cheryl.Dupris@usdoj.gov>
Subject: RE: Pendleton letter regarding IACA violation

[redacted]

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Robert Gusinsky
Assistant U.S. Attorney
District of South Dakota
515 Ninth Street Suite 201
Rapid City, SD 57701
(605) 342-7822
Robert.Gusinsky@USDOJ.gov

From: Ryan, Diana (USASD)
Sent: Thursday, September 01, 2011 4:13 PM
To: Nemeroff, Patrick G. (CIV); Stanton, Meridith
Cc: [redacted] Gusinsky, Robert (USASD); Dupris, Cheryl (USASD)
Subject: RE: Pendleton letter regarding IACA violation

[redacted]

AUSA Cheryl Schrempp DuPris has been reassigned to assist with this case and I am adding her to the email so she is aware of the letter and offer of resolution. Ms. DuPrisâ€™ direct number is 605.224.1256, ext. 2204.

Diana Ryan

Chief, Civil Division
United States Attorney's Office
325 S. 1st Ave., Suite 300
Sioux Falls, SD 57104
(605) 357-2340 direct
(605) 330-4402 fax

From: Nemeroff, Patrick G. (CIV) [mailto:Patrick.G.Nemeroff@usdoj.gov]
Sent: Thursday, September 01, 2011 4:30 PM
To: Stanton, Meridith
Cc: [redacted] Ryan, Diana (USASD); Gusinsky, Robert (USASD)
Subject: Pendleton letter regarding IACA violation

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From Gusinsky, Robert (USASD) **Date** 7/25/2011 10:35:50 AM
To Stanton, Meridith; [redacted]
Cc
Subject RE: pendleton

Interesting. Any word from Pendleton?

This E-mail may contain sensitive and/or privileged information. If you are not the intended recipient (or have received this E-mail in error) please notify the sender immediately and destroy this E-mail. Any unauthorized copying, disclosure or distribution of the material in this E-mail is strictly forbidden
Robert Gusinsky
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Robert.Gusinsky@USDOJ.gov

-----Original Message-----
From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Thursday, July 21, 2011 8:38 AM
To: [redacted] Gusinsky, Robert (USASD)
Subject: pendleton

FYI - mentions company in article

http://www.slate.com/slideshow/arts/the-strange-history-of-the-indian-blanket/

The Strange History of the Indian Trade Blanket

By Julia Felsenthalr

Fashion

Posted Wednesday, July 20, 2011 10:41 AM

Pendleton's New Portland Collection

I recently bought a sweater online. The designer, Twelfth Street by Cynthia Vincent, calls it a Navajo blanket cardigan, and I'm well aware that it's trendy. "Navajo," "Native American," and "Indian" prints are everywhere. Fashion magazines like *Elle* and *Teen Vogue* have touted their now-ness. High-end designers like Vivienne Westwood and middle—range lines like William Rast have shown these prints on the runway. Even retailers like the Gap—which this past winter peddled multiple sweaters featuring a striped pattern described as Navajo—and Urban Outfitters—which currently has 27 pieces of Navajo merchandise available online—are getting in on the action.

But why are these prints suddenly so popular? And what, if anything, do these Native American or Navajo prints have to do with Native American textiles?

Pendleton's Collaboration With Opening Ceremony

The fashion world's recent enthusiasm for all things Native American was kick-started by British designer Matthew Williamson's spring 2008 show, which featured dresses, tops, and skirts beaded with fluorescent Native American motifs. From there, the trend spread to designers like Phillip Lim, Anna Sui, Isabel Marant, and Burberry. But it was in the winter of 2009 that Native American prints gained mass traction with the launch of a prominent collaboration between Pendleton—a woolen mill in Oregon that has been making wool blankets emblazoned with Native American-inspired designs for more than a hundred years—and Opening Ceremony, the envelope-pushing fashion brand and retailer. For the past three seasons, Opening Ceremony has elevated Pendleton from catalog frumpery to the fashion front lines, cutting the boldest and brightest of Pendleton fabrics into micro-minis, cropped jackets, and even (rather garish) onesies. Other companies followed suit: Pendleton fabrics have also lined and embellished Levi's jean jackets and adorned Timberland hiking boots, as well as Vans slip-ons and high-tops. Pendleton is now getting into the game itself with its new, blatantly hipster-oriented Portland collection.

Pendleton's Chief Joseph Print Blanket

Pendleton isn't just a manufacturer of Native American designs: In fact, the Oregonian woolen mill played a huge role—perhaps more than any one Indian tribe—in creating these distinctive patterns. Pendleton's early designers were instrumental in shaping modern conceptions of what Native American designs look like. They created bold and bright patterns that incorporated symbols from various tribes (as well as some non-Native American symbols), and their

marketing persuaded Americans that the patterns derived directly from some authentic source. Pendleton was thus able to sell its product both on reservations—where Native Americans were attracted to Pendleton's quality and vibrant colors—and off—where "authenticity" was a big selling point

A Navajo Woman With Her Sheep, Circa 1920

Of course, Native Americans were making blankets long before the Pendleton mill was founded in 1893. But those blankets were largely buffalo robes, created out of hide; only some tribes produced woven blankets, and only the Navajo produced woven woolen blankets (a fact that may account for the often inaccurate description of Pendleton-esque patterns as Navajo). The Navajo developed the craft of wool weaving in the 1500s, when the Spanish brought Churro sheep to Navajo lands. Though the Navajo were the only tribe weaving wool, according to Ann Hedlund, director of the tapestry program at the Arizona State Museum, other tribes had access to Navajo-woven wool through intertribal trade in the 18th and 19th centuries. As this weaving tradition developed, the growth of the European fur trade brought new trade items to the New World, and into the Native American economy. Among the most valuable were plain wool blankets, called Hudson Bay blankets, which were introduced in the late 1700s. These factory-made blankets became very valuable, says Bobbie Conner, director of the Tamástslikt Cultural Institute in Pendleton, Ore., because they were thicker, warmer, and more weather- resistant than what most Native Americans were creating at the time.

The Pendleton Factory Jacquard Loom During the Early 20th Century

By the late 1800s, these machine-made blankets had flooded the market, so the Navajo had fewer outlets for their textiles. And as the 19th century progressed, political pressures and stresses—including the loss of substantial populations of the Churro sheep—made it increasingly difficult for the Navajo to weave and trade their textiles to other Native American tribes. The 19th century also saw the arrival of the Jacquard loom in America. Jacquard technology made it easier for factories to produce intensely patterned and elaborately colorful blankets, in contrast to the plain Hudson Bay Blankets, which were created on less sophisticated looms.

Designs From the 1915 Pendleton Catalog

With a Native American market for wool blankets already in place, a new ability to produce dazzlingly colored and patterned blankets in the United States, and the depletion in trade of Navajo woolen textiles, the late 19th century was an optimal moment for white-owned companies, like Pendleton, to get into what they called the "Indian trade blanket" business. At the turn of the 20th century, there were five major companies in the United States producing wool blankets for the purposes of trade with Native Americans. Although there was at least one company, Buell Manufacturing, that tried to replicate Navajo patterns exactly, most of the Indian trade blankets were not direct replicas but original designs, based in part on motifs used in Native American handicrafts—such as teepees, ceramics, parfleche, and beadwork. Incredibly bright colors were *de rigueur*: Conner says that when a brightly colored, patterned alternative to Hudson Bay blankets became available, Native American customers snapped them up. According to Bob Christnacht, the current manager of the Pendleton home division, to this day, when selling to trading posts and reservations, the idea is "the hotter, the brighter, the better."

Designs From the 1915 Pendleton Catalog

Of those five companies, Pendleton is the only one still in existence. Robert Kapoun, the author of *Language of the Robe: American Indian Trade Blankets*, attributes Pendleton's longevity to its single-minded commitment to Indian trade blankets; in the company's first decades it eschewed all other woolen goods and focused exclusively on producing these blankets.

Barry Friedman, the author of *Chasing Rainbows: Collecting American Indian Trade and Camp Blankets*, says that Pendleton's patterns were much more stylized than those of the other companies, and much more the product of a single man's imagination. That man was Joseph Rawnsley, an Englishman who studied at the prestigious Philadelphia Textile School; Pendleton hired him in 1901 to operate its Jacquard loom. Rawnsley's blanket designs emerged out of his travels to various reservations in the north- and southwest, where he went to live for months at a time on research trips. According to Christnacht, Rawnsley cobbled together elements that he saw in everyday life on the reservation, sometimes mixing symbols from different tribes in a single design. Rawnsley's blankets incorporated not only Native American motifs, but also European and Oriental geometric elements. "Early Pendleton ads intimate that Indians were part of the design of the blankets," Friedman says. "But it was sort of what white people thought looked Indian."

A Cayuse Man Wearing a Pendleton Blanket

It's surprising that Native Americans would so wholeheartedly adopt a white, factory-made product that copied, and distorted, Native designs—especially during a period of major conflict with white America. But that's exactly what happened in the case of Pendleton blankets. According to Hedlund, Native Americans may have been attracted to Pendleton blankets not because they were familiar, and bastardized, but because they were exotic and new. And though Pendletons—durable, warm, and weather-resistant—certainly served a practical purpose, they quickly began to take on spiritual and ceremonial importance. Pendletons became a symbol of honor and respect, and the giving of a Pendleton blanket still accompanies many important occasions in Native American life. According to Kapoun, even today, Native American babies of many different tribes who are born on reservations are swaddled in Pendleton blankets. Conner says of her people, the Umatilla: "when people have a ceremony, a wedding, a memorial, a burial, a birth—there will always be Pendletons present. In our lives they are precious."

A Photograph Staged in the Pendleton Factory

Though these blankets were conceived with Native American customers in mind, companies quickly began marketing them to white clients as well—an endeavor that depended on establishing the blankets as "authentically" Native American. (This early 20th-century Lee Moorhouse photograph of a Native American man posing in the Pendleton factory may have been taken as a promotional picture to strengthen that association.) Just as Indian trade blankets were becoming standard on the reservation, white America's fascination with Native American handicrafts was reaching fever pitch. The Arts and Crafts movement, popular at the time, idealized the authentic and the handmade. One decorative notion was that of the Indian room, or cozy corner—basically a space in the house where one could escape corporate and industrial corruption by surrounding oneself with Native American textiles and handicrafts.

A Navajo Rug, Circa 1900

The rise of the notion of the cozy corner proved fortuitous for Native American artisans, too. Enterprising traders saw a new niche they could ask Navajo weavers in their territories to fill: a market for Navajo rugs. Traders encouraged the Navajo to begin rug weaving (which they had never done), by showing them examples of Middle Eastern rugs for inspiration; the result was that the Navajo began to incorporate some of those Middle Eastern motifs into their new, unprecedentedly thick textiles. So as white Americans were making blankets that were supposed to look authentically Native American for a largely Native American market, Native Americans were making textiles tailored to white use for white people.

A "Cozy Corner"

A 1915 Pendleton catalog describes possible uses of Pendleton blankets in non-Indian homes: "A 'Den,' 'Cozy Corner' or 'Indian Corner' is not complete without one or more Indian Robes, which are made in such a wide range of colors that any carpet or drapery can be perfectly matched." At the same time, the catalog also emphasizes the supposed authenticity of its product: "Pendleton Indian Robes are made in more than a score of different designs, every one of which is a true Indian pattern, original and unique in conception." As Kapoun points out in *Language of the Robe*, Pendleton's early advertising "somewhat exaggerated" the connection between Pendleton and the nearby tribe of Umatilla Indians, in order to establish a sense of legitimacy. A sort of origin myth printed at the front of this particular catalog reads, falsely, that, "The Indian could bring in his favorite designs [to the factory] and have them woven into a fleecy robe of gorgeous hue."

A Painting Based on Pendleton Designs

Pendleton blankets represent a complicated alchemy of white industrialists' ideas of Indian-ness, combined with actual Native American market preferences. Pendleton's Christnacht points out that the company's practice of merging symbols from multiple tribes into a single design wasn't so unusual, given that various tribes of Native Americans were trading widely among themselves prior to Pendleton's founding. Conner agrees that any appropriation, influence, or even theft, went in both directions: "There are people who feel like they stole our designs, but we did the same thing when the French trappers and traders came here. We appropriated the fleur-de-lis. If mimicry is a form of flattery, I would say that the Pendleton woolen mill flatters us by using designs that we take responsibility for originating." What we think of as authentic Navajo weavings are also a mishmash of styles and influences, as Hedlund notes: Navajo weaving emerged from an earlier Pueblo weaving tradition. And the Navajo wove textiles from Spanish wool, using Mexican dyes, influenced by Anglo-American quilt patterns, and later, by Middle Eastern rugs.

Levis Workwear by Pendleton

These days, Pendleton is generally very careful to refer to its designs as Native American-*inspired*—though in its announcement of the fall 2011 collaboration with Opening Ceremony, Pendleton refers to its own "beautiful Native American fabrics." And in its Collaborations blog, Levi's plays into the conversation about authenticity—by referring to "the authentic wool

jacquard fabrics of Pendleton"—and reinforces the Navajo association in a series of blog posts called "The Navajo Cowboys," featuring young Navajo riders wearing the Levi's/Pendleton line.

Christnacht says there's no tension between the arm of the company that still creates Indian trade blankets and the arm of the company that arranges collaborations with fashion brands. "We take a lot of our Indian designs, and we'll keep the same basic designs, but we'll change the coloration," he says, "with the thought that one will be a reservation design, one will be a couture design, and one will be a mainstream American design." Christnacht doesn't think the collaborations can shake the community's commitment to Pendleton. "We're already the gold standard down on the reservation, so I don't think that a Levi's collaboration will change the perception of Pendleton in the Native American community."

The Pendleton Collaboration With Opening Ceremony

But others are not so sure about Pendleton's new direction. In a post on the blog, Native Appropriations, writer Adrienne K., whose heritage is Cherokee, takes a more contentious view of Pendleton's recent emergence as a high-fashion brand. "Seeing hipsters march down the street in Pendleton clothes, seeing these bloggers ooh and ahh over how 'cute' these designs are, and seeing non-Native models all wrapped up in Pendleton blankets makes me upset," she writes. "It's a complicated feeling, because I feel ownership over these designs as a Native person, but on a rational level I realize that they aren't necessarily ours to claim."

Her objection comes down to expense as well; Pendleton's collaborations and its new line are priced for the fashion market, placing these designs out of reach for the Native communities for whom Pendleton blankets were first intended. And Kapoun has noticed that the cost of a regular Pendleton Indian-style blanket, which now sells for around $200, may have become prohibitive for some Native Americans. He's seen Native Americans where he lives in Santa Fe, N.M., using cheaper, acrylic blankets from big box stores like Walmart, rather than Pendletons. But Conner maintains that when Native Americans have a ceremony, a wedding, a memorial, a burial, or a birth, there will always be Pendletons present. "They might use a bunch of polar fleece blankets," she says. "We can't afford to do all Pendletons, but the people we care the most about get the Pendleton vest, the Pendleton blanket."

Pendleton's Portland Collection

As for the high-fashion collaborations, Conner sees those as an extension of a Native American tradition, as well: "We cut up Pendleton blankets, and use them for whatever we need," she says. "The reason the Pendleton home store cuts up that fabric by the bolt and makes jackets, is because we used to do that. In our culture, if you kill a deer or an elk, you use everything: the hooves, horns, brain. Scraps from the woolen mill: same exact philosophy. When the Pendleton home store launched with the tote bags and the jackets, they were just catching up with us, from my perspective."

LANE POWELL
ATTORNEYS & COUNSELORS

STEVEN B. UNGAR
503.778.2064
ungars@lanepowell.com

June 22, 2011

Via Electronic/Regular Mail

Patrick G. Nemeroff
Trial Attorney
U.S. Department of Justice
Civil Division, Federal Programs Branch
20 Massachusetts Avenue, NW Room 5381
Washington, D.C. 20001
United States of America

Re: Pendleton Woolen Mills / Sioux Star Blanket
Our File No. 005436.665

Dear Mr. Nemeroff:

This letter follows up our recent telephone discussions and responds to the letter dated May 25, 2011 from Joseph H. Hunt to Bill Lawrence, CEO of Pendleton Woolen Mills, Inc. ("Pendleton").

We understand that the Secretary of the Interior and the Department of Justice have concerns regarding Pendleton's sale of the Sioux Star Blanket pursuant to the Indian Arts and Crafts Act (the "Act"). Specifically, Mr. Hunt's letter asserts that "Pendleton's sale of the Sioux Star Blanket ("the Blanket") through Pendleton's website violates the Act by falsely suggesting that the Blanket is an Indian product." We respectfully disagree with that position and request that your office reconsider, in light of the information provided in this letter and depending on your response, additional information and materials we are prepared to present to you in support of Pendleton's position that it is operating in compliance with the Act.

In addition to requesting more information from the government, this letter (1) provides background information about Pendleton and its development of the Sioux Star design, (2) details the qualifications used by Pendleton to make clear to consumers that its products are made by Pendleton and not by Native Americans, and (3) offers what we believe is a fair and reasonable resolution of this matter.

Preliminarily, we understand that any action taken by your office pursuant to the Act must be precipitated by an investigation by federal law enforcement or on behalf of an Indian, Indian tribe, or Indian arts and crafts organization. Pendleton is very concerned that the information provided to you is unreliable or incomplete (or both). We therefore repeat our request to review the complaint and supporting materials that have lead to your office's involvement.

[redacted]

Background.

Pendleton has, for 100 years, been a company that has revered, respected, and supported Native Americans. Pendleton's marketing has long acknowledged that some of its designs are inspired in part by Native American tribes. The Sioux Star design cannot accurately be named or described in any other way or manner, except by reference to tribal names *together with* explanations regarding the origins of the designs.

Pendleton has partnered with many Native American individuals and tribes, for example providing Custom Manufacturing based on special orders for specific blanket designs, offering blankets as honorifics for various occasions related to Native Americans and Native American organizations, partnering with the American Indian College Fund to provide scholarships to Native American students funded by blanket sales, and secured Native American participation in the Pendleton Round-Up. This list does not include the ongoing business between Native Americans and Pendleton, in Pendleton's day-to-day operation of selling products to Native Americans and others.

Perhaps most telling of the long-term goodwill and relationship between Pendleton and the Native American community is the image that appears on Pendleton's Legendary Blanket Series—an emblem that proclaims "Pendleton*Indian*Friendship" with a shield in the center bearing the words "The Union," and an image of a Native American and a white man shaking hands. In the same fashion, alongside the Pendleton-branded label and hang tags, the Sioux Star blanket bears a sueded commemorative label that reads "Dedicated in friendship to all Santee, Wiciyela and Teton of the Sioux Nation, who are renowned for the quiltmaking skills and artistry. PENDLETON WOOLEN MILLS."

[redacted]

Consistent with this very positive – and forthright, transparent – relationship between Pendleton and Native American tribes across the country is the specific language used to describe and entitled "Pendleton Blankets," at the Native American Smithsonian Museum in Washington, DC, where Pendleton blankets are proudly displayed and sold. An accurate copy of the placard printed by the Smithsonian and placed beside these blankets is attached to this letter and states as follows:

[redacted]

> Blankets have been in existence in the Americas since before Europeans came. Native Americans stitched animal pelts together, looped strips of rabbit skin together, of wove yarns of indigenous animals such as llama, alpaca, and mountain sheep into wearing blankets.
>
> The Pendleton Woolen Mills in Portland, Oregon, have been in existence since 1863. Inspired by the intricate designs of Native American tribes, Pendleton produced the first Indian-inspired blankets and apparel with modern machinery.

> Our selection of Pendleton blankets offers both traditional and contemporary Native American designs. Examples of Pendleton blankets can be found in the collection of the Smithsonian's National Museum of the American Indian. All income from our sales supports the chartered purposes and activities of the Smithsonian Institution.

As detailed below, the Smithsonian's statements mirror those made by Pendleton, on its website, in catalogs and in materials accompanying these products themselves.

Pendleton developed the Sioux Star design in 1989 with input from several Native Americans of the Rosebud Sioux Reservation. After the blanket was developed, in 1990, Pendleton honored these gentlemen for their participation in the design process. In addition, per the contributor's request, Pendleton attended the college graduation for the reservation college and gave blankets to the top two students, honoring their academic achievements. This event included not only the graduation and mutual receipt of honors to each other, but also a pow wow, dance contests, and a drum circle. The parting words of the contributor were in the nature of appreciating all that Pendleton has done, that he will remember Pendleton's kindness, and that he hoped to give the Sioux Star blanket as a gift to those who support the college's efforts. Pendleton's use of the Sioux names gives credit to these gentleman and all Sioux, where credit is due. [redacted]

Pendleton was awarded a copyright registration in the Sioux Star design, effective June 30, 2000, VA 1-000-007. The U.S. Copyright Office raised no concerns regarding the design or its title.

Qualifications and Descriptions Used by Pendleton.

Consistent with the spirit of the Act, Pendleton does not make any representation or misrepresentation to its consumers that its products are made by Native Americans.[1]

It is Pendleton's position that its use of "Sioux Star" is not in violation of the Act because Pendleton does not "offer or display for sale or sell [the Sioux Star blanket] 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." 25 U.S.C § 305e(b); 25 C.F.R. § 309.1 (emphasis added). The regulations under the Act make clear that it is only "the ***unqualified*** use of the name of an Indian tribe" that is interpreted to mean for purposes of the Act that the maker is an Indian, or that the product is an Indian product. 25 C.F.R. § 309.24 (emphasis added). Contrary to these provisions, Pendleton's use of "Sioux Star" does not

[1] As described above, there are some circumstances in which Pendleton hires Native American designers to design blankets for its Legendary Series. In such cases, those Native American designers are sometimes featured by Pendleton in its catalogs.

falsely suggest it is Indian produced or an Indian product, and further, is extensively qualified to indicate it is solely a Pendleton product.

Mr. Hunt's letter refers directly to Pendleton's website. A consumer visiting Pendleton's website first sees rotating images that are clearly not Native American—a Caucasian woman lounging on a deck chair, a Caucasian woman in casual/business casual attire leaning against a wall, a Caucasian couple whispering to each other, or a sunlit room that appears to be in a cottage or beach house. None of these images includes any representation or suggestion that Pendleton is a company offering products produced by Native Americans. Perhaps more importantly, the website itself is extensively branded with Pendleton's own registered trademarks and its iconic blue Pendleton label. Pendleton's extensive use of its own trademarks, clearly associated in the minds of consumers with Pendleton, constitutes a qualification that the products offered are true *Pendleton* products, and not products manufactured by any other person or organization.

With regard to the Sioux Star blanket itself, the product description on Pendleton's website, as well as the context of the website itself, make clear that the blanket is a *Pendleton* product *inspired by* Native American traditions. The description itself includes extensive qualifications:

> "In 1990, the Sioux Star design was inspired by quilt patterns that have been handmade for generations. Sioux quilts may take years to finish. Each one, with its own unique design, represents a memorial, an event, a person, or honors a special occasion. To commemorate this tradition, the Sioux Star blanket is truly a striking representation of the Sioux nation."

Just below this description, further information is provided about Pendleton's Legendary Series Blankets (of which the Sioux Star is one). This information includes further qualifications regarding the inspiration for the designs and the fact that the blankets are Pendleton products, not Indian products:

> "Each year we add a new design to our Legendary Series honoring Native American symbols, traditions, ceremonies and beliefs.
>
> "For a century, Pendleton Woolen Mills has woven the legends and symbols of Native American tribes into beautiful blankets. Native Americans were our first and remain our most loyal customers. In the early 20th century, Pendleton was among the few American mills making blankets specifically for the Indian trade. A Pendleton blanket continues to signify honor and

> respect. For a hundred years, Native Americans have acknowledged births, deaths and major milestones and accomplishments with the gift of a Pendleton blanket.
>
> "Astounding wall art or warm companions draped on a sofa or at the foot of a bed. However they are used, Pendleton's Legendary Blankets will be admired and treasured for their intricate, intriguing patterns and excellent quality. This original, exclusive design was inspired by Native American art, legends, beliefs, ceremonies and heroes. It is a collectible heirloom of tomorrow that can be used and enjoyed today.
>
> "Each blanket has a sueded commemorative label telling the design's story."

These descriptions make clear that the blankets are "woven" by Pendleton Woolen Mills; that Native Americans are "customers," not manufacturers or producers; that the blankets are "inspired by," not created or produced by Native Americans; that it is "Pendleton," not Indian producers "making blankets specifically for the Indian trade"; that the blanket is identified as a "Pendleton blanket"; and that the blanket is a "representation," not a production of the Sioux Nation.

Further, as referenced above, each individual blanket is labeled extensively with Pendleton branding. This includes, but is not limited to sewn-in Pendleton labels and hang tags bearing Pendleton's name, marks, a description of the inspiration for the blanket, an image of a Pendleton Woolen Mill built in 1909, a short narrative about Pendleton's history, and the "friendship" emblem described above. [redacted]

Each and all of these elements and descriptions qualifies Pendleton's use of "Sioux" so as to provide only an accurate, full, and sufficiently qualified description of the source of the blanket. Not only is there no "false suggestion" that the products are Indian products, to the contrary, these numerous qualifications leave no doubt they are Pendleton products and not Indian products.

Resolution.

Given the multiple qualifications provided by Pendleton on its website, in its catalogue, and on the Sioux Star blanket itself, it is Pendleton's position that it has provided sufficient qualification under 25 C.F.R. § 309.24 to prevent any consumer misconception and to militate against any alleged false suggestion that is products are Indian products as defined under the Act.

However, Pendleton first and foremost values its long-term relationships and friendships with Native Americans and wishes to amicably resolve this matter with you. Pendleton is therefore willing to provide further qualification to confirm its compliance with the Act. To that end, Pendleton suggests either (a) adding additional qualifying words to the product title and/or (b) inserting an asterisk together with an explanation that the asterisk denotes that the use of the tribal name attributes the design in a historically accurate manner, but is not meant to denote that the product is made by Native Americans. Pendleton will provide you with the specific text of such additional qualifications for your approval prior to implementing them.

In conclusion: Thank you for confirming that our previous conversations and emails, this letter and the information provided with it are sufficient to satisfy Mr. Hunt's request for communication prior to July 1, 2010, in order to avoid suit being file on July 8, 2010. We look forward to receiving your response. Please feel free to contact me to discuss any aspect of our response further.

Sincerely,

LANE POWELL PC

Steven B. Ungar

SBU:cj

cc: Pendleton Woolen Mills, Inc.
Parna A. Mehrbani, Esq. (Via Electronic Mail)
John C. Stevason, Esq. (Via Electronic Mail)

005436.0665/5109093.4

Pendleton Blankets

Blankets have been in existence in the Americas since before Europeans came. Native Americans stitched animal pelts together, looped strips of rabbit skin together, or wove yarns of indigenous animals such as llama, alpaca, and mountain sheep into wearing blankets.

The Pendleton Woolen Mills in Portland, Oregon, have been in existence since 1863. Inspired by the intricate designs of Native American tribes, Pendleton produced the first Indian-inspired blankets and apparel with modern machinery.

Our selection of Pendleton blankets offers both traditional and contemporary Native American designs. Examples of Pendleton blankets can be found in the collection of the Smithsonian's National Museum of the American Indian.

All income from our sales supports the chartered purposes and activities of the Smithsonian Institution.

ARG:PNemeroff
145-7-1872

Telephone:
(202) 305-8727

BY CERTIFIED MAIL RETURN RECEIPT REQUESTED

Mr. Bill Lawrence
CEO, Pendleton Woolen Mills, Inc.
220 NW Broadway, PO Box 3030
Portland, OR 97208-3030

Dear Mr. Lawrence:

As the result of a request by the Secretary of the Interior, the Assistant Attorney General for the Civil Division of the United States Department of Justice has authorized the filing of a civil action against Pendleton Woolen Mills, Inc. ("Pendleton") in United States District Court for violations of the Indian Arts and Crafts Act ("the Act"), 25 U.S.C. § 305, et seq. Specifically, Pendleton's sale of the Sioux Star Blanket ("the Blanket") through Pendleton's website violates the Act by falsely suggesting that the Blanket is an Indian product. This action will seek injunctive relief as well as the recovery of the maximum allowable civil penalty authorized by statute. See 25 U.S.C. § 305e(b)(2).

We intend to file the action on or about July 8, 2011. As is our practice in civil actions of this kind, however, we are willing to give you the opportunity to resolve this matter without litigation by agreeing to civil penalties and such other relief as may be appropriate. Should you wish to discuss this matter, you or your legal representative should contact Patrick Nemeroff, the Civil Division attorney assigned to this case, at (202) 305-8727. If you wish to resolve this matter without litigation, we must hear from you or your legal representative no later than July 1, 2011.

Very truly yours,

Joseph H. Hunt
Director
Federal Programs Branch
Civil Division

cc: Parna A. Mehrbani
Lane Powell
601 SW Second Ave, Suite 2100
Portland, Oregon 97204

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."
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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

ATTACHMENT A

SIOUX STAR QUILT

The central image from our Sioux Star Legendary Blanket, a tribute to the Sioux art of quilting, is reinterpreted on a cotton quilt. Hand-quilted. 100% cotton with cotton batting. Machine wash and dry. Do not dry clean. Imported.

TWIN	$150.00
DOUBLE OR	$218.00
KING	$286.00

ADD MONOGRAMMING
ADD EMBROIDERY

QUANTITY

$95.00

FABRICARE

Machine wash, cold, gentle cycle, mild detergent.
Only non-chlorine bleach as needed.
Tumble dry low.
Use large capacity machine to insure free movement.
Reposition in dryer to prevent scorching.
Remove immediately.
Shake to fluff.
Do not dry clean.

ATTACHMENT B

Home Collections
Blankets
Throws
Native American
Decorative Pillows
Bedding Coordinates
Furniture
Rugs
Bath
Tabletop And Linens
Home Decor / Gifts
Travel And Tabletops
Fabric
For Little Ones
Eco-wise Wool

SIOUX STAR BLANKET

In 1930, the Sioux Star design was inspired by quilt patterns that have been handmade for generations. Sioux quilts may take years to finish. Each one, with its own unique design, represents a memorial, an event, a person, or honors a special occasion. To commemorate this tradition, the Sioux Star blanket is truly a shining representation of the Sioux nation. Napped and felt bound. 52% pure virgin wool/16% cotton wrap. Dry clean. Made in the USA. 64" x 80".

ADD MONOGRAMMING
ADD EMBROIDERY
ADD HANGING TABS - $22.00 EACH BLANKET

QUANTITY

SIZE CHART FABRIC CARE

Legendary Series Blankets

Each year we add a new design to our Legendary Series honoring Native American symbols, traditions, ceremonies and beliefs.

For a century, Pendleton Woolen Mills has woven the legends and symbols of Native American tribes into beautiful blankets. Native Americans were our first and remain our most loyal customers. In the early 20th century, Pendleton was among the few American mills selling blankets specifically for the Indian trade. A Pendleton blanket continues to signify honor and respect. For a hundred years, Native Americans have acknowledged births, deaths and major milestones and accomplishments with the gift of a Pendleton blanket.

Astounding wall art or warm companions draped on a sofa or at the foot of a bed. However they are used, Pendleton's Legendary Blankets will be admired and treasured for their intricate, intriguing patterns and excellent quality. This original, exclusive design was inspired by Native American art, legends, beliefs, ceremonies and heroes. It is a collectible heirloom of tomorrow that can be used and enjoyed today.

Each blanket has a suede commemorative label telling the designs story.

ATTACHMENT C

United States Department of the Interior

INDIAN ARTS AND CRAFTS BOARD
WASHINGTON, D.C. 20240

January 12, 2010

Pendleton Home Collection
P.O. Box 3030
Portland, Oregon 97208-3030

Dear Sir or Madam:

As the Pendleton Home Collection's Holiday 2009 Catalog contains offers of "Lakota Dinnerware" and a "Sioux Star Quilt," the Indian Arts and Crafts Board is providing you with important information on the Indian Arts and Crafts Act (Act) for your prompt review. As you will see upon reviewing the material, the Act is essentially a truth-in-marketing law designed to prevent the marketing of art and craft products as "Indian" made when they are not, in fact, made by Indians as defined by the Act.

Under the Act, it is illegal to offer 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 Tribe. According to the implementing regulations, unqualified use of the terms "Indian," "Native American," or the names of particular Indian Tribes in connection with the sale or display for sale of an Indian art or craft product will be interpreted to mean that the maker is a member of a federally or *officially* State recognized Indian Tribe, a member of the Tribe named, or is certified by an Indian Tribe as a non-member artisan; 25 C.F.R. §309.3. Therefore, for such work to be sold as Indian, Native American, or as the product of a particular Indian Tribe, it must be produced by an enrolled member of a federally or *officially* State recognized Tribe, or by an individual who has been formally certified as a non-member Indian artisan by the federally or officially State recognized Tribe of their descent.

Therefore, to ensure full compliance with the Act, the IACB recommends that you refrain from marketing products as the product of a particular Tribe, such as "Sioux Star Quilt," unless they are produced by Indians as defined by the Act.

First-time violations of the Act carry civil and criminal penalties of up to $250,000 in fines, imprisonment up to five years, or both. For corporations, first-time violations carry civil and criminal penalties of up to $1,000,000.

If you have any questions about the Indian Arts and Crafts Act, please call us at (202) 208-3773.

Sincerely,

MERIDITH Z. STANTON

Meridith Z. Stanton
Director

Enclosures

ATTACHMENT D

LANE POWELL
ATTORNEYS & COUNSELORS

PARNA A. MEHRBANI
503.778.2127
mehrbanip@lanepowell.com

February 11, 2010

VIA CERTIFIED/REGULAR MAIL

Meredith Z. Stanton
Director
Indian Arts and Crafts Board
U.S. Department of Interior
1849 C. Street, N.W.
MS 2528-MIB
Washington, DC 20240

Re: Pendleton Home Collection Holiday 2009 Catalog
File No. 005436.336

Dear Ms. Stanton:

This firm represents Pendleton Woolen Mills, Inc. ("Pendleton"). Our client forwarded to us your letter dated January 12, 2010, regarding Pendleton's Pendleton Home Collection Holiday 2009 catalog and compliance with the Indian Arts and Crafts Act (the "Act").

We understand the Act prohibits the marketing or sale of goods as "Indian" made when they are not made by Indians as defined by the Act. We understand that the Act prohibits the offer, display, or sale of a product in a manner that falsely suggests it is Indian produced, an Indian product, or the product of a particular Indian Tribe.

The products offered by Pendleton Woolen Mills, Inc. are in fact inspired by the original tribes and Pendleton uses the Sioux and Lakota names to give credit to the respective tribes for the origination of the designs.

Pendleton's marketing has long acknowledged that its designs are inspired in part by Native American tribes, just as different tartan designs are inspired by different Scottish families. The designs used by Pendleton cannot accurately be named or described in any other way or manner, except by reference to the tribal names. Pendleton has been using its Sioux Star design name in this way on a variety of different products since at least 1989. Pendleton's use of the Sioux and Lakota names gives credit to Native American tribes where credit is due.

Consistent with the spirit of the Act, Pendleton does not give any indication or make any representation or misrepresentation to its consumers that its products are made by Native Americans. There are some circumstances in which Pendleton hires Native American

designers to design blankets for its Legendary Series. In such cases, those Native American designers may be featured by Pendleton in its catalogs.

Pendleton respects, honors, and reveres Native American tribal art and has supported Native Americans and Native American organizations for over 100 years. For example, Pendleton has partnered with the American Indian College Fund to provide scholarships to Native American students.

We would be happy to schedule a conference call with you to discuss the information set forth in this letter and resolution of this matter.

Very truly yours,

LANE POWELL PC

Parna A. Mehrbani

PAM:pm
cc: Pendleton Woolen Mills, Inc.
005436 0336/833378.1

United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, D.C. 20240

OFFICIAL
FILE COPY

OFFICE	IACB
SURNAME	[illegible]
DATE	4-5-11
OFFICE	SA-GLS
SURNAME	[illegible] *
DATE	4-11-11
OFFICE	DGL-SOL
SURNAME	[illegible]
DATE	4-15-11
OFFICE	SA-DGL
SURNAME	[illegible]
DATE	04.21.11
OFFICE	LESDM
SURNAME	[illegible]
DATE	4/26/11
OFFICE	[illegible]
SURNAME	[illegible]
DATE	4/29/11
OFFICE	
SURNAME	
DATE	
OFFICE	
SURNAME	
DATE	

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:

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* Surname does not constitute a statement on the strength of the individual case or the likelihood of success in litigation

COPY FOR THE SECRETARY'S OFFICE

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

bcc: OS/IACB-Meridith Stanton
OS-Robert Stanton
SOL-Tim Murphy
LESEM-Kim Thorsen, Room 5120

RStanton: MZS, March 21, 2011: (202) 208-3773:c:documents:afry:pendletonreferralletter

From Gusinsky, Robert (USASD) **Date** 2/3/2011 11:43:14 AM
To Nemeroff, Patrick G. (CIV)
Cc Ryan, Diana (USASD); [redacted] Stanton, Meridith
Subject FW: article

pendleton article.pdf (112 KB HTML)

Our civil chief forwarded this article about Pendeleton. Interesting.

Patrick..is there anything on our end that we can do to help?

This E-mail may contain sensitive and/or privileged information. If you are not the intended recipient (or have received this E-mail in error) please notify the sender immediately and destroy this E-mail. Any unauthorized copying, disclosure or distribution of the material in this E-mail is strictly forbidden

Robert Gusinsky

Assistant U.S. Attorney

District of South Dakota

515 Ninth Street Suite 201

Rapid City, SD 57701

(605) 342-7822

Robert.Gusinsky@USDOJ.gov

From: Ryan, Diana (USASD)
Sent: Thursday, February 03, 2011 9:38 AM
To: Gusinsky, Robert (USASD)
Subject: FW: article

Randy gave me this article about Pendleton making white buffalo blankets - $5200 each for 11 of them.

From: Nelson, Kim (USASD)
Sent: Thursday, February 03, 2011 8:26 AM
To: Ryan, Diana (USASD)
Subject: article

<<pendleton article.pdf>>

Kim

Pendleton to Sell White-Buffalo-Hair and Wool Blended Blankets

In fall 2010, Pendleton Woolen Mills debuted navajo-style "medicine blankets" made of blended wool and white-buffalo hair shed by bison with a larger run planned for 2011, OregonLive.com reported.

"I'm hopeful we might be able to make up to 200 of the blankets in the coming year," Pendleton spokesman Robert Christnacht told Oregonlive.com.

White buffalo, considered sacred by some Native Americans, are not albino – they have blue eyes instead of pink found in albino animals. White buffalo are produced when recessive genes trigger the rare trait. Fewer than 50 white bison live in the United States, ranchers estimate.

"Because white buffalo are so rare, we don't usually speak of them," George Hartwig, a Siuslaw Indian tribal elder, told examiner.com.

Pendleton Woolen Mills sourced the white hair from 11 bison located on a central Oregon sanctuary, raised by half Lakota Sioux woman Cynthia Hart-Button and her husband. Believed to be the world's largest collection, the 11 white buffalo roam forestland east of Bend, though Hart-Button keeps the ranch's location a secret to protect the animals from livestock raiders.

The blankets retail for $520, though the first 11 special collectible blankets will run $5,250 each, featuring the name of one of the 11 white buffalo on them. A portion of the profits will benefit the nonprofit Sacred World Peace Alliance directed by Hart-Button that operates the white buffalo sanctuary, underwriting land rental and hay fees.

Hart-Button brought the herd, raised in Flagstaff, Ariz., to Oregon in 2005. In 1997, black bison birthed the herd's first white buffalo, and more were born to the genetically predisposed herd. "It's like winning a lottery 11 times," Hart-Button told OregonLive.com.

In 2005, the founder of Pemmican Beef Jerky, Paul Hait, caught word of the species and impulsively flew to Flagstaff to see the white buffalo, reported OregonLive.com. He convinced Hart-Button the animals should relocate to Oregon where the Madras High School's mascot is a white buffalo, said to honor Native Americans on the Warm Springs Indian Reservation. Hait also spawned the idea for the blankets woven with white buffalo hair and wool.

Federal Contracting Preferences Boost Native Hawaiian Companies

Federal contracting preferences are adding muscle to Native Hawaiian-owned businesses' economic development, according to the *Hawaii Reporter*.

As a result of changes to federal rules in 2003 sponsored by Sen. Daniel Inouye, D-Hawaii, a longtime friend of Alaska's late Sen. Ted Stevens, Native Hawaiian Organizations (NHOs) gained access to the same contracting preferences awarded to Alaska Native Corporations (ANCs), who have obtained nearly $30 billion in non-bid or limited competition contracts since 2000.

Sen. Daniel Inouye

Preferential consideration under the U.S. Small Business Administration's 8(a) program has secured NHOs about $500 million in non-bid or reduced competition government contracts since 2005, according to federal purchasing records, reported the *Hawaii Reporter*.

"Native Hawaiian Organizations, like their Alaskan counterparts, are vital economic engines and do much to improve the financial prospects of indigenous people," Inouye told the *Hawaii Reporter*.

But some NHO executives participating in the 8(a) program fear rising controversy over contract abuse by ANCs and reform legislation authored by U.S. Sen. Claire McCaskill, D-Mo., could jeopardize their current status, reported the *Alaska Dispatch*.

"We're concerned about all the criticisms and threats [of and to ANC contracts], but the biggest concern is what can we do?" Christopher M. Dawson, chairman of Native Hawaiian Corporation, said to the *Hawaii Reporter*. "It's pretty scary."

Robin Danner, president of Native Hawaiian company Nuvuk Construction, LLC, co-owned by an ANC, has received $11.9 million in federal contracts since 2005.

"[McCaskill's bill] is about taking down the success (of) a group of American companies that aren't supposed to be successful, better not be successful," Danner told the *Hawaii Reporter*.

THINKSTOCK (2)
AP IMAGES (2)

From Stanton, Meridith **Date** 2/3/2011 12:05:37 PM
To Fry, Ashley; VanWey, Kenneth J
Cc
Subject FW: article

pendleton article.pdf (112 KB HTML)

From: Gusinsky, Robert (USASD) [mailto:Robert.Gusinsky@usdoj.gov]
Sent: Thursday, February 03, 2011 11:42 AM
To: Nemeroff, Patrick G. (CIV)
Cc: Ryan, Diana (USASD); [redacted] Stanton, Meridith
Subject: FW: article

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Assistant U.S. Attorney

District of South Dakota

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Rapid City, SD 57701

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THINKSTOCK (2)
AP IMAGES (2)

RE: Per Your Request

Nemeroff, Patrick G. (CIV) <Patrick.G.Nemeroff@usdoj.gov> Tue, Dec 4, 2012 at 4:15 PM
To: "Stanton, Meridith" <meridith_stanton@ios.doi.gov>
Cc: Ashley Fry <Ashley_Fry@ios.doi.gov>

Meridith,

Attached are the latest drafts of the letter and proposed settlement agreement. They are essentially the same as when you last reviewed them.

Thanks,

Patrick

From: Stanton, Meridith [mailto:meridith_stanton@ios.doi.gov]
Sent: Tuesday, December 04, 2012 1:36 PM
To: Nemeroff, Patrick G. (CIV)
Cc: Ashley Fry
Subject: Per Your Request

Patrick,

Please see the following information, in response to your request. If you have any questions, please let us know.

Can you please share your letter to PWM's attorney before you send it out?

Thank you,

Meridith

On Tue, Dec 4, 2012 at 1:22 PM, Fry, Ashley <Ashley_Fry@ios.doi.gov> wrote:

[redacted]

[redacted]

[redacted]

[redacted]

–

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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2 attachments

Letter to Pendleton - 12-4-12.docx
21K

Settlement Agreement - Draft 12-4-12.docx
32K

Pendleton Woolen Mills (Pendleton) should place the following paragraph in all of their upcoming print catalogs:

Pendleton should place the following paragraph on its website:

[redacted]

Additionally, Pendleton should include the following paragraph in the materials it sends to each of its retailers:

[redacted]

Hours for Pendleton Investigative Costs

Meridith Stanton	Research and Investigation	Travel and Interviews	Administration	Total
2012	[redacted]			
2011				
2010				
2009				

OPM hourly rate of$ [redacted]

Robert Palmer	Research and Investigation	Travel and Interviews	Administration	Total
2012	[redacted]			
2011				
2010				
2009				

OPM hourly rate of $ [redacted]

Ashley Fry	Research and Investigation	Travel and Interviews	Administration	Total
2012	[redacted]			
2011				
2010				
2009				

OPM hourly rate of $ [redacted]

Ken Van Wey	Research and Investigation	Travel and Interviews	Administration	Total
2012	[redacted]			
2011				
2010				
2009				

OPM hourly rate of $ [redacted]

Michele Hill	Research and Investigation	Travel and Interviews	Administration	Total
2012	[redacted]			
2011				
2010				
2009				

[redacted]

OPM hourly rate of $[redacted]

Susan Morton	Research and Investigation	Travel and Interviews	Administration	Total
2012	[redacted]			
2011				
2010				
2009				

OPM hourly rate of $[redacted]

Total salary hours [redacted]

Total salary costs $[redacted]

12/04/2012

Pendleton Woolen Mills

Stanton, Meridith <meridith_stanton@ios.doi.gov> Mon, Dec 3, 2012 at 3:51 PM
To: deidre.aanstad@usdoj.gov

Good Afternoon Deidre,

My apologies for taking so long to get back to you. Indeed, we did draft a referral letter regarding the Pendleton Woolen Mills matter for your review and consideration. In the meantime, however, we have decided to [redacted] That said, we do very much appreciate your time and attention to our concerns.

We hope to be able to bring another Act matter to your attention in the near future.

Best Regards,

Meridith

Meridith Stanton
Director
Indian Arts and Crafts Board
Office of the Secretary
MS 2528-MIB
U.S. Department of the Interior
Washington, D.C. 20240
202-208-3889 (Direct Line)
Meridith_Stanton@ios.doi.gov

From: Aanstad, Deidre (USAMN) [mailto:*deidre.aanstad@usdoj.gov*

Sent: Thursday, October 04, 2012 5:29 PM]

To: Stanton, Meridith
Subject: RE: To follow up on your earlier call regarding Pendleton and the Indian Arts and Crafts Act

Meridith,

Why don't we talk at 12:30 p.m. CST. I will mark the telephone conference down on my calendar. Would you like to initiate the call or should I?

Thank you,

Deidre

Deidre Y. Aanstad | Assistant U.S. Attorney

U.S. Attorney's Office | District of Minnesota

600 United States Courthouse | 300 South Fourth Street | Minneapolis, MN 55415

T: 612.664.5710 | C: 612.432.9233 | F: 612.664.5787

deidre.aanstad@usdoj.gov

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FW: Proposed revisions to the cover letter and settelment agreement

Stanton, Meridith <Meridith_Stanton@ios.doi.gov> Fri, Nov 16, 2012 at 2:20 PM
To: "Fry, Ashley" <Ashley_Fry@ios.doi.gov>, "VanWey, Kenneth J" <Kenneth_Van_Wey@ios.doi.gov>

From: Stanton, Meridith
Sent: Friday, November 16, 2012 2:20 PM
To: 'Nemeroff, Patrick G. (CIV)'
Subject: FW: Proposed revisions to the cover letter and settelment agreement

Patrick,

I am fine with your changes, and am available Monday, November 19, if you would like to talk. I am out of pocket for the rest of next week, and back at work on November 28 if the last week of November works better for your schedule.

Regarding the investigative costs for the Pendleton blanket matter, the break down is below. If you would like further details, such as employee salaries, travel vouchers, etc., please let me know the specifics that you will need.

Thank you again for all your hard work on the settlement agreement.

Meridith

From: Hill, Michele K
Sent: Friday, November 16, 2012 10:59 AM
To: Stanton, Meridith; Fry, Ashley
Subject: RE: Investigative costs for Pendleton matter involving the Sioux Star Blanket

The investigative costs for the Sioux Star Blanket matter follow:

$[redacted] [redacted] salary hours for Ashley Fry, IACB staff member

$[redacted] [redacted] salary hours for Ken Van Wey, IACB staff member

$[redacted] [redacted] salary hours for Meridith Stanton, IACB Director

$[redacted] [redacted] salary hours for [redacted], NPS LE

$[redacted] [redacted] and Meridith Stanton for South Dakota travel costs

$[redacted] **Total**

From: Nemeroff, Patrick G. (CIV) [mailto:Patrick.G.Nemeroff@usdoj.gov]
Sent: Thursday, November 15, 2012 2:16 PM
To: Stanton, Meridith
Subject: RE: Proposed revisions to the cover letter and settelment agreement

Meridith,

Please find attached a revised letter and draft settlement agreement. I pretty much accepted all of your changes to the letter. With respect to the settlement agreement, I've accepted some of your changes. Others, I have not accepted at this time and we should probably discuss. I've inserted comments into this draft for your consideration.

Why don't we schedule a phone call for early next week to discuss? In addition to discussing these specific changes, there are some other issues I'd like to talk about.

Thanks,

Patrick

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Thursday, November 15, 2012 11:30 AM
To: Nemeroff, Patrick G. (CIV)
Subject: Proposed revisions to the cover letter and settelment agreement

Patrick,

Thank you for the opportunity to review the draft settlement agreement. We appreciate all your hard work towards reaching a mutually agreeable resolution.

Comments on our proposed edits for the settlement agreement follow.

Delete [redacted]

[redacted]

Delete second paragraph on page [redacted]

[redacted]

Add language for clarification on page [redacted]

[redacted]

Change [redacted] on page four

[redacted]

Add new paragraph number seven on page [redacted]

[redacted]

I have also made suggested changes to the draft cover letter, which reflects the above comments.

If you could please let me see the final version prior to sending the agreement to Mr. Ungar, that would be greatly appreciated.

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)

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---

2 attachments

Letter to Pendleton - 11-15-12.docx
21K

Settlement Agreement - Draft 11-15-12.docx
35K

FW: Pendleton - To keep you in the loop

1 message

Dupris, Cheryl (USASD) <Cheryl.Dupris@usdoj.gov> Mon, Nov 19, 2012 at 11:31 AM
To: "Stanton, Meridith" <Meridith_Stanton@ios.doi.gov>
Cc: "Powell, Malinda (USASD)" <Malinda.Powell@usdoj.gov>

Sorry I didn't get back to you on this, but was out of the office last week.. Please go ahead and work with Patrick Nemeroff on the Pendleton matter. He (or his supervisor) has the last word on that.

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Tuesday, November 13, 2012 3:49 PM
To: Dupris, Cheryl (USASD)
Subject: Pendleton - To keep you in the loop

Cheryl,

I have given this more thought and believe the better path forward is to email Patrick the IACB's edits to his draft cover letter and draft settlement agreement to Pendleton's attorney, and foregoing a conference call this week unless Patrick feels it is necessary following receipt of the email. Before I send this along to Patrick, I wanted to run this by you in the event you may see any red flags. I will be sharing this with FWS as well.

The mail conveying the attachments would read –

Patrick,

Thank you for the opportunity to review the draft settlement agreement. We appreciate all your hard work towards reaching a mutually agreeable resolution.

Comments on our proposed edits for the settlement agreement follow.

Delete [redacted].

[redacted].

Delete second paragraph on page [redacted]

[redacted]

Add language for clarification on page [redacted]

[redacted]

Change [redacted] on page four

[redacted]

Add new paragraph number seven on page [redacted]

[redacted]

I have also made suggested changes to the draft cover letter, which reflects the above comments.

If you could please let me see the final version prior to sending the agreement to Mr. Ungar, that would be greatly appreciated.

Thank you,

Meridith

I look forward to hearing from you.

Best regards,

Meridith

Meridith Z. Stanton

Director

Indian Arts and Crafts Board

Office of the Secretary

MS 2528-MIB

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---

3 attachments

Letter to Pendleton -IACB revisions 11-13-12.docx
20K

Settlement Agreement - Draft 11-2-12 with IACB edits (2).docx
33K

revised PWM settlement counteroffer (3) (3).doc
79K

ARG: PNemeroff
145-7-1872

Telephone
(202)305-8727

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 2, 2012 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 (Blanket). The Indian Arts and Crafts Board and the United States Department of Justice appreciate Pendleton's efforts to settle this matter without need for litigation. Your proposed changes to Pendleton's marketing of the Blanket satisfy our concerns regarding Pendleton's future compliance in the marketing of the Blanket with the Indian Arts and Crafts Act. However, we do not believe that your proposals adequately address Pendleton's past violations. Accordingly, as explained further below, we attach with this letter a draft settlement agreement that includes a counter-proposal with respect to Pendleton's remedy for past violations in the marketing of the Blanket. We hope that Pendleton will seriously consider this proposal to fully settle this matter.

The attached proposed settlement agreement incorporates the changes you identified in your May 2, 2012 letter with respect to Pendleton's marketing. [redacted] It also reflects Pendleton's proposal to include information regarding the Indian Arts and Crafts Act in its future marketing materials. We believe that successful implementation of these changes will bring Pendleton's internet marketing of the Blanket into compliance with the Indian Arts and Craft Act. [redacted]

With respect to remedying Pendleton's past violations, however, we cannot accept Pendleton's proposal to conduct a design contest with some unspecified portion of the proceeds going to the American Indian College Fund. Your proposal provides no assurances regarding the amount of money the contest would raise or what portion would be donated to charity. Moreover, we note that Pendleton already conducts design contests with proceeds going to the American Indian College Fund. It is therefore unclear what, if any, additional funds would be provided beyond those Pendleton already donates. In any event, while Pendleton is of course free to establish design contests and

to donate proceeds to charity, we believe it is unnecessarily complicated to establish such a contest in connection with settlement of this matter.

Rather, consistent with the goals of the Indian Arts and Crafts Act, we propose that Pendleton provide a single donation to a charity dedicated to addressing the needs of Sioux artisans.[1] [redacted] In addition, consistent with the Indian Arts and Crafts Act's provision of the award of investigative costs, we propose that Pendleton pay to the Indian Arts and Crafts Board $28,690 [redacted] — an amount equal to the costs of the Board's investigation into this matter.[2]

We believe that this proposal reflects a constructive compromise for settling this matter. Pursuant to this agreement, Pendleton will have ensured that its marketing of the Blanket fully complies with the letter and spirit of the Indian Arts and Crafts Act going forward and will have donated to a worthy cause. We appreciate Pendleton's efforts to work with us to this point, and hope that Pendleton seriously considers this proposal to completely settle this matter.

Best regards,

Patrick Nemeroff
Trial Attorney
Federal Programs Branch
Civil Division

---

[1] The Indian Arts and Crafts Act provides that a violator of the Act is liable for damages equal to the greater of its total profits from sale of the offending product or $1,000 for each day that the product was marketed in violation of the Act. See 25 U.S.C. § 305e(b). It provides that any such damages will be provided to individuals on whose behalf the suit was initiated — in this case, Sioux artisans. See id. § 305e(d)(2). Pursuant to the Indian Arts and Crafts Act, Pendleton is potentially liable for in excess of $1,000,000. Pendleton began marketing its Sioux Star Blanket on the internet in 2005, and did not begin working with the Department of Justice to change its marketing until the middle of 2011.

[2] The Indian Arts and Crafts Act provides for an award of the Indian Arts and Crafts Board's investigative costs. See 25 U.S.C. § 305e(c), (d)(2)(B)(i)(II).

Patrick,

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Meridith Stanton
Director
Indian Arts and Crafts Board
U.S. Department of the Interior
Washington, D.C. 20240

5-11-12

SETTLEMENT AGREEMENT

This Settlement 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 ~~or related to~~ Pendleton's internet sales of the Sioux Star Blanket. This Agreement is made with reference to the following:

WHEREAS, the United States and the IACB claim that, starting in 2005, Pendleton marketed on its website the Sioux Star Blanket in a manner that falsely suggested that 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 clear that the Blanket was not produced by genuine Indian artisans; and the Sioux Star Blanket did not qualify as an Indian product; 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 totaling over $108,000; and

WHEREAS, the United States and the IACB assert 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~~15 U.S.C. § 1125~~; 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 was in violation of the Indian Arts and Crafts Act, 25 U.S.C. § 305e; [redacted]

Field Code Changed

[redacted]

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

WHEREAS, it is the mutual desire of the parties to this Agreement to resolve all matters arising out of ~~or related to~~ 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 Settlement Agreement is entered into by the parties without any admission of liability by Pendleton or any Pendleton employee.

2. 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, but may include a section named "Native American Inspired";

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 product descriptions will make clear that its products are not Indian

products; and

d. Pendleton agrees to not include any Native American tribal name in any of its [redacted]

3. Pendleton agrees that, not later than thirty (30) days after execution of this Agreement by all parties, and for a minimum of two 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 it distributes to the retailers of its 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, [redacted]

b. Pendleton agrees to include the Paragraph [redacted]

c. [redacted]

4. Pendleton agrees that, not later than thirty (30) days after 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 [redacted]

[redacted]

6. This Agreement settles any and all existing and potential enforcement actions, civil

actions, allegations and claims arising out of ~~or related to~~ 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 United States arising out of ~~or related to~~ Pendleton's internet marketing of the Sioux Star Blanket [redacted]

[redacted]

~~7.~~8. Pendleton agrees that neither it nor its successors or assigns will commence or pursue any action or claim against the IACB or any of its officers or employees or former officers or employees in connection with this matter.

~~8.~~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.

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 ~~or related to~~ Pendleton's internet marketing of the 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.

110. 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: November , 2012.

UNITED STATES OF AMERICA

By: _____

DATED: November , 2012.

THE INDIAN ARTS AND CRAFTS BOARD

By: _____

DATED: November , 2012.

PENDLETON WOOLEN MILLS, INC.

By: _____

APPROVED AS TO FORM AND CONTENT:

DATED: November , 2012.

_____

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

DATED: November , 2012.

_____
Steven B. Ungar
Attorney for Pendleton Woolen Mills, Inc.

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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 totaling over $108,000; and

WHEREAS, the United States and the IACB assert 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 was in violation of the Indian Arts and Crafts Act, 25 U.S.C. § 305e; [redacted]

Field Code Changed

[redacted]

[redacted]

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

WHEREAS, 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:

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

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a. Pendleton agrees to include the Paragraph in all of its print catalogs, [redacted]

b. Pendleton agrees to include the Paragraph [redacted]

c. [redacted]

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[redacted]

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 United States arising out of Pendleton's internet marketing of the Sioux Star Blanket [redacted]

[redacted]

7.8. Pendleton agrees that neither it nor its successors or assigns will commence or pursue any action or claim against the IACB or any of its officers or employees or former officers or employees in connection with this matter.

8.9. 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.

109. 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 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

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110. 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: November , 2012.

UNITED STATES OF AMERICA

By: _____

DATED: November , 2012.

THE INDIAN ARTS AND CRAFTS BOARD

By: _____

DATED: November , 2012.

PENDLETON WOOLEN MILLS, INC.

By: _____

APPROVED AS TO FORM AND CONTENT:

DATED: November , 2012.

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

DATED: November , 2012.

Steven B. Ungar
Attorney for Pendleton Woolen Mills, Inc.

FW: Draft for your review

Fry, Ashley <Ashley_Fry@ios.doi.gov> Fri, Nov 9, 2012 at 9:10 AM
To: "VanWey, Kenneth J" <Kenneth_Van_Wey@ios.doi.gov>

From: Stanton, Meridith
Sent: Thursday, November 08, 2012 5:43 PM
To: [redacted]
Cc: Fry, Ashley
Subject: Draft for your review

Hi [redacted]

We just made a few more changes. [redacted]

[redacted]

Any thoughts you might have would be most appreciated.

Ken and Ashley, if we took ou[redacted]paragraph and added the date suggestion Ken mentioned, please remind me where that would be in this document

[redacted] when you have five minutes, I have a quick question about another civil and related 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

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Settlement Agreement - Draft 11-2-12 with Fry comments (4).docx
33K

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Deleted: or related to

WHEREAS, the United States and the IACB claim that, starting in 2005, Pendleton marketed on its website the Sioux Star Blanket in a manner that falsely suggested that 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 clear that the Blanket was not produced by genuine Indian artisans; and the Sioux Star Blanket did not qualify as an Indian product; 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 totaling over $108,000; and

WHEREAS, the United States and the IACB assert 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 was in violation of the Indian Arts and Crafts Act, 25 U.S.C. § 305e; [redacted]

Field Code Changed

Deleted: 15 U.S.C. § 1125

[redacted]

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

WHEREAS, 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.

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NOW, THEREFORE, it is agreed as follows:

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2. 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, but may include a section named "Native American Inspired";

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 product descriptions will make clear that its products are not Indian

products; and

d. [redacted]

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[redacted]

3. Pendleton agrees that, not later than thirty (30) days after execution of this Agreement by all parties, and for a minimum of two 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 it distributes to the retailers of its 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, [redacted]

b. Pendleton agrees to include the Paragraph [redacted]

[redacted]

4. Pendleton agrees that, not later than thirty (30) days after 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 [redacted]

[redacted]

[redacted]

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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 United States arising out of Pendleton's internet marketing of the Sioux Star Blanket [redacted]

[redacted]

8. Pendleton agrees that neither it nor its successors or assigns will commence or pursue any action or claim against the IACB or any of its officers or employees or former officers or employees in connection with this matter.

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.

9. 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 Sioux Star Blanket. No representations, understandings, or agreements have been made or relied upon in the making of

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this Agreement other than those specifically set forth herein. This Agreement can be modified only in a writing signed by the parties.

10. 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: November , 2012.

UNITED STATES OF AMERICA

By: _____

DATED: November , 2012.

THE INDIAN ARTS AND CRAFTS BOARD

By: _____

DATED: November , 2012.

PENDLETON WOOLEN MILLS, INC.

By: _____

APPROVED AS TO FORM AND CONTENT:

DATED: November , 2012.

_____

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

DATED: November , 2012.

_____
Steven B. Ungar
Attorney for Pendleton Woolen Mills, Inc.

Stanton, Meridith

To: Dupris, Cheryl (USASD)
Subject: RE: Pendleton

We are on the line now. Would it be possible for you to call in?

From: Dupris, Cheryl (USASD) [mailto:Cheryl.Dupris@usdoj.gov]
Sent: Tuesday, November 06, 2012 3:04 PM
To: Stanton, Meridith
Subject: Pendleton

Meridith,
With all due respect, [redacted] Just my thoughts.
Cheryl

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Tuesday, November 06, 2012 12:57 PM
To: [redacted]; Dupris, Cheryl (USASD)
Cc: [redacted] Fry, Ashley
Subject: FW: Lakota dinnerware, etc.

Hi All,

Here is the proposed draft letter regarding Pendleton Mills marketing of Lakota products, in the event it may figure into today's conversation.

Thank you,

Meridith

From: Stanton, Meridith
Sent: Monday, November 05, 2012 5:42 PM
To: 'Dupris, Cheryl (USASD)'
Subject: RE: Criminal Referrals

Cheryl,

it is in regards to Pendleton's sale of "Lakota Dinnerware", "Lakota Goatsuede Pillow", "Lakota Serving Platter", "Lakota Soup Bowl", "Lakota Salad Plate", "Lakota Dinner Plate", and "Lakota Pitcher", http://www.pendleton-usa.com/ensemble/Home-Blankets/Home-Collections/Dinnerware-Collections/Lakota-

Dinnerware/136/sc/1836/c/1835/pc/1816.uts, **and** http://www.pendleton-usa.com/product/Home-Blankets/DECORATIVE-PILLOWS/DECORATIVE-PILLOWS/LAKOTA-GOATSUEDE-PILLOW/168589/sc/1732/c/1732/pc/1816.uts, with the understanding that various Lakota/Sioux individuals and businesses sell Lakota pottery, dinnerware, and Lakota decorative arts and crafts, such as http://www.siouxpottery.com/, http://www.shopalexjohnson.com/index.php?cPath=26_50, and http://www.eiteljorg.org/explore/calendar/event/2012/10/20/artist-in-residence-randall-blaze-(oglala-lakota)-ceramic-artist.

With this in mind, would Gregg or Dennis be a better recipient?

Thank you,

Meridith

FW: FW: Settlement Offer with my comments

Stanton, Meridith <Meridith_Stanton@ios.doi.gov> Tue, Nov 6, 2012 at 5:00 PM
To: "VanWey, Kenneth J" <Kenneth_Van_Wey@ios.doi.gov>

From: [redacted] [mailto:[redacted]]
Sent: Tuesday, November 06, 2012 4:44 PM
To: Stanton, Meridith
Cc: Fry, Ashley; [redacted]
Subject: Re: FW: Settlement Offer with my comments

As per our discussion, here is what I was thinking to be inserted into the agreement:

[redacted]

It can be modified as needed, but I think you get the gest of my thinking.

Thanks,

Nick

[redacted]
Southwest Region
[redacted]

"Stanton, Meridith" <Meridith_Stanton@ios.doi.gov>

11/06/2012 12:36 PM

To "Dupris, Cheryl (USASD)" <Cheryl.Dupris@usdoj.gov>, [redacted]

cc [redacted] "Fry, Ashley" <Ashley_Fry@ios.doi.gov>

Subject FW: Settlement Offer with my comments

Hi All,

This is the last email you will receive from me prior to this afternoon's teleconference- promise. Initial thoughts on the FPB draft settlement agreement follow for your consideration and for discussions purposes.

[redacted]

Talk with you all soon,

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)

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.

Settlement Agreement - Draft 11-2-12 with Fry comments.docx
32K

SETTLEMENT AGREEMENT

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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 totaling over $108,000; and

WHEREAS, the United States and the IACB assert that Pendleton's internet marketing of the Sioux Star Blanket constitutes a violation of the Indian Arts and Crafts Act, 15 U.S.C. § 1125; 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 was in violation of the Indian Arts and Crafts Act; [redacted]

Comment [DOT1]: This is the Lanham Act. Wrong cite.

[redacted]

WHEREAS, the United States and the IACB claim that, pursuant to the Indian Arts and Crafts Act, Pendleton is liable for a penalty in excess of $1 million, in addition to the costs of the IACB's investigation; and

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c. Pendleton's product descriptions will make clear that its products are not Indian products; and

d. Pendleton agrees to not include any Native American tribal name in any of its product names without express authorization from such Native American tribe.

[redacted]

3. Pendleton agrees that, not later than thirty (30) days after execution of this Agreement by all parties, and for a minimum of two 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 it distributes to the retailers of its products:

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a. Pendleton agrees to include the Paragraph in all of its print catalogs, [redacted]

[redacted]

b. Pendleton agrees to include the Paragraph [redacted]

[redacted]

c. [redacted]

4. Pendleton agrees that, not later than thirty (30) days after 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 [redacted]

[redacted]

6. This Agreement settles any and all existing and potential enforcement actions, civil actions, allegations and claims arising out of or related to 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 United States arising out of or related to Pendleton's internet marketing of the Sioux Star Blanket.

[redacted]

7. Pendleton agrees that neither it nor its successors or assigns will commence or pursue any action or claim against the IACB or any of its officers or employees or former 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.

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DATED: November , 2012.

UNITED STATES OF AMERICA

By: _____

DATED: November , 2012.

THE INDIAN ARTS AND CRAFTS BOARD

By: _____

DATED: November , 2012.

PENDLETON WOOLEN MILLS, INC.

By: _____

APPROVED AS TO FORM AND CONTENT:

DATED: November , 2012.

_____

Patrick G. Nemeroff

United States Department of Justice
Attorney for the United States of America
and the Indian Arts and Crafts Board

DATED: November , 2012.

Steven B. Ungar
Attorney for Pendleton Woolen Mills, Inc.

FW: Pendleton Woolen Mills

Fry, Ashley <Ashley_Fry@ios.doi.gov> Fri, Nov 2, 2012 at 3:34 PM
To: "Stanton, Meridith" <Meridith_Stanton@ios.doi.gov>

Since I know you probably can't read on your BB, [redacted] I haven't read the settlement agreement in depth, it is 8 pages long, because I wanted to get this email off to you ASAP since I know you are wondering what the documents say.

From: Nemeroff, Patrick G. (CIV) [mailto:Patrick.G.Nemeroff@usdoj.gov]
Sent: Friday, November 02, 2012 3:19 PM
To: Stanton, Meridith
Cc: [redacted]; Fry, Ashley; Dupris, Cheryl (USASD)
Subject: RE: Pendleton Woolen Mills

Meridith,

Please find attached a draft cover letter and proposed settlement agreement reflecting a possible counter offer to Pendleton. Let me know if you would like to discuss this and we can set up a time for a conference call. I am flexible next week. I will wait to hear back from you before sending this to Pendleton's counsel.

Regards,

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

-

The information in this transmittal (including attachments, if any) is intended only for the recipient(s) listed above and may contain information that is privileged and confidential. Any review, use, disclosure, distribution, or copying of this transmittal is prohibited except by or on behalf of the intended recipient. If you have received this transmittal in error, please notify me immediately and destroy all copies of the transmittal. Your cooperation is appreciated.

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Tuesday, October 09, 2012 5:14 PM
To: Nemeroff, Patrick G. (CIV)
Cc: [redacted]; Fry, Ashley
Subject: Pendleton Woolen Mills

Patrick,

To follow up on our most recent meeting, we are providing you with the attached text in preparation of your draft settlement letter for Pendleton Woolen Mills.

As the Fish and Wildlife Service, USDI, currently handles IACB law enforcement matters, [redacted], FWS [redacted] Southwest Region, and I request a copy of the draft settlement letter for review and comment prior to its transmittal to Pendleton.

If you have any questions, please do not hesitate to let us know.

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)

202-208-3889 (direct)

1-888-Art-Fake (toll free)

202-208-4382 (fax)

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2 attachments

Letter to Pendleton - 11-2-12.docx
20K

Settlement Agreement - Draft 11-2-12.docx
32K

ARG: PNemeroff
145-7-1872

Telephone
(202)305-8727

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 2, 2012 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 Indian Arts and Crafts Board and the United States Department of Justice appreciate Pendleton's efforts to settle this matter without need for litigation. Your proposed changes to Pendleton's marketing satisfy our concerns regarding Pendleton's future compliance with the Indian Arts and Crafts Act. However, we do not believe that your proposals adequately address Pendleton's past violations. Accordingly, as explained further below, we attach with this letter a draft settlement agreement that includes a counter-proposal with respect to Pendleton's remedy for past violations. We hope that Pendleton will seriously consider this proposal to fully settle this matter.

The attached proposed settlement agreement incorporates the changes you identified in your May 2, 2012 letter with respect to Pendleton's marketing. [redacted]. It also reflects Pendleton's proposal to include information regarding the Indian Arts and Crafts Act in its future marketing materials. We believe that successful implementation of these changes will bring Pendleton's internet marketing into compliance with the Indian Arts and Craft Act. [redacted]

With respect to remedying Pendleton's past violations, however, we cannot accept Pendleton's proposal to conduct a design contest with some unspecified portion of the proceeds going to the American Indian College Fund. Your proposal provides no assurances regarding the amount of money the contest would raise or what portion would be donated to charity. Moreover, we note that Pendleton already conducts design contests with proceeds going to the American Indian College Fund. It is therefore unclear what, if any, additional funds would be provided beyond those Pendleton already donates. In any event, while Pendleton is of course free to establish design contests and

to donate proceeds to charity, we believe it is unnecessarily complicated to establish such a contest in connection with settlement of this matter.

Rather, consistent with the goals of the Indian Arts and Crafts Act, we propose that Pendleton provide a single donation to a charity dedicated to addressing the needs of Sioux artisans.[1] [redacted] In addition, consistent with the Indian Arts and Crafts Act's provision of the award of investigative costs, we propose that Pendleton pay to the Indian Arts and Crafts Board $[redacted] — an amount equal to the costs of the Board's investigation into this matter.[2]

We believe that this proposal reflects a constructive compromise for settling this matter. Pursuant to this agreement, Pendleton will have ensured that its marketing fully complies with the letter and spirit of the Indian Arts and Crafts Act going forward and will have donated to a worthy cause. We appreciate Pendleton's efforts to work with us to this point, and hope that Pendleton seriously considers this proposal to completely settle this matter.

Best regards,

Patrick Nemeroff
Trial Attorney
Federal Programs Branch
Civil Division

---

[1] The Indian Arts and Crafts Act provides that a violator of the Act is liable for damages equal to the greater of its total profits from sale of the offending product or $1,000 for each day that the product was marketed in violation of the Act. See 25 U.S.C. § 305e(b). It provides that any such damages will be provided to individuals on whose behalf the suit was initiated — in this case, Sioux artisans. See id. § 305e(d)(2). Pursuant to the Indian Arts and Crafts Act, Pendleton is potentially liable for in excess of $1,000,000. Pendleton began marketing its Sioux Star Blanket on the internet in 2005, and did not begin working with the Department of Justice to change its marketing until the middle of 2011.

[2] The Indian Arts and Crafts Act provides for an award of the Indian Arts and Crafts Board's investigative costs. See 25 U.S.C. § 305e(c), (d)(2)(B)(i)(II).

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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 totaling over $108,000; and

WHEREAS, the United States and the IACB assert that Pendleton's internet marketing of the Sioux Star Blanket constitutes a violation of the Indian Arts and Crafts Act, 15 U.S.C. § 1125; 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 was in violation of the Indian Arts and Crafts Act; [redacted]

Comment [DOT11]: This is the Lanham Act. Wrong cite.

[redacted]

WHEREAS, the United States and the IACB claim that, pursuant to the Indian Arts and Crafts Act, Pendleton is liable for a penalty in excess of $1 million, in addition to the costs of the IACB's investigation; and

WHEREAS, it is the mutual desire of the parties to this Agreement to resolve all matters arising out of or related to Pendleton's internet marketing of the Sioux Star Blanket with finality and without the need for litigation.

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c. Pendleton's product descriptions will make clear that its products are not Indian products; and

d. [redacted]

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a. Pendleton agrees to include the Paragraph in all of its print catalogs [redacted]

[redacted]

b. Pendleton agrees to include the Paragraph on a [redacted]

[redacted]

c. [redacted]

4. Pendleton agrees that, not later than thirty (30) days after 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 [redacted]

5. 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 [redacted]

6. This Agreement settles any and all existing and potential enforcement actions, civil actions, allegations and claims arising out of or related to 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 United States arising out of or related to Pendleton's internet marketing of the Sioux Star Blanket.

Comment [DOTI3]: I am not sure how FPB arrived at this number as the number we provided them was $28,690.

Comment [DOTI4]: This agreement should not affect any criminal proceedings.

Comment [DOTI5]: Again

7. Pendleton agrees that neither it nor its successors or assigns will commence or pursue any action or claim against the IACB or any of its officers or employees or former 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.

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DATED: November , 2012.

UNITED STATES OF AMERICA

By: _____

DATED: November , 2012.

THE INDIAN ARTS AND CRAFTS BOARD

By: _____

DATED: November , 2012.

PENDLETON WOOLEN MILLS, INC.

By: _____

APPROVED AS TO FORM AND CONTENT:

DATED: November , 2012.

_____

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

DATED: November , 2012.

_____
Steven B. Ungar
Attorney for Pendleton Woolen Mills, Inc.

two years

Stanton, Meridith <Meridith_Stanton@ios.doi.gov> Tue, Oct 9, 2012 at 4:41 PM
To: "Fry, Ashley" <Ashley_Fry@ios.doi.gov>

Patrick,

[redacted]

[redacted]

Meridith Stanton

Director

Indian Arts and Crafts Board

U.S. Department of the Interior

Washington, D.C. 20240

5-9-12

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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FW: fpb

Stanton, Meridith <Meridith_Stanton@ios.doi.gov> Tue, Oct 9, 2012 at 2:22 PM
To: [redacted]
Cc: "Fry, Ashley" <Ashley_Fry@ios.doi.gov>

Not sure if you are by a computer or not, but here is the text we are proposing Pendleton use in their upcoming marketing. We need to change the dates highlighted in yellow. I will also find the last write up from/to FPB on this to resend so you don't have to hunt to find it.

From: Fry, Ashley
Sent: Tuesday, October 09, 2012 2:10 PM
To: Stanton, Meridith
Subject: RE: fpb

From: Stanton, Meridith
Sent: Tuesday, October 09, 2012 2:07 PM
To: Fry, Ashley
Subject: RE: fpb

Ashley,

Can you plug it in so I can send it to [redacted]before we talk at 3:00 this afternoon?

Thanks,

Meridith

From: Stanton, Meridith
Sent: Tuesday, October 09, 2012 11:58 AM
To: Fry, Ashley
Subject: fpb

Ashley,

Can you please take the revised text and put it in your write up? I'd like to send it to [redacted] so he has it before we speak with him. Meridith

Meridith Z. Stanton

Director

Indian Arts and Crafts Board

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Pendleton Woolen Mills.docx
14K

Pendleton Woolen Mills (Pendleton) should place the following paragraph in all of their upcoming print catalogs:

Pendleton should place the following paragraph on its website:

[redacted]

Additionally, Pendleton should include the following paragraph in the materials it sends to each of its retailers:

[redacted]

Stanton, Meridith

From: Stanton, Meridith
Sent: Tuesday, October 09, 2012 2:47 PM
To: [redacted]
Cc: Fry, Ashley
Subject: FW: Pendleton settlement negotiations
Attachments: Letter to IACB Re Pendleton Settlement - 7-31-12.pdf

[redacted]

I have previously emailed you the attached PM letter from Patrick. As I recall when I was in ABQ you hadn't yet had a chance to look it over. I have sent along another copy so you don't have to dig out the original email, and have also included my follow up response to Patrick. We met with Patrick and his boss several weeks ago to discuss. We can fill you in more when we talk at 3:00 today.

Meridith

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Friday, August 24, 2012 4:21 PM
To: Nemeroff, Patrick G. (CIV)
Cc: Fry, Ashley
Subject: RE: Pendleton settlement negotiations

Patrick,

I apologize for this week slipping away, having just returned from NM on business. As you are out of the office this afternoon, and I will be out of the office next week on leave, I am sending along the following response to the letter regarding the ongoing settlement negotiations with Pendleton. I will be monitoring my Blackberry next week, and Ashley will be in the office, if you need to reach out to us.

Regarding the IACB's response to DOJ's most recent letter -

Issue One

[redacted]

Issue Two

[redacted]

Issue Three

[redacted]

[redacted]

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
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From: Nemeroff, Patrick G. (CIV) [mailto:Patrick.G.Nemeroff@usdoj.gov]
Sent: Tuesday, July 31, 2012 12:17 PM
To: Stanton, Meridith
Subject: Pendleton settlement negotiations

Meridith,

Please find attached a letter addressing our ongoing settlement talks with Pendleton. Thank you for your patience in this matter. Please let me know when you would like to discuss. I am very busy through Monday, August 13, but should have more free time after that.

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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U.S. Department of Justice
Civil Division

ARG: PNemeroff

Telephone:
(202) 305-8727

Meridith Stanton
Director, Indian Arts and Crafts Board
U.S. Department of Interior
1849 C Street, N.W.
Washington, D.C. 20240

Dear Meridith:

The purpose of this letter is to review the terms for settlement recently offered by Pendleton in its letter of May 2, 2012, the terms of the Board's proposed counter-offer, as reflected in your letter of May 11, 2012, to provide you with our candid assessment of these respective positions, and to suggest a way to move forward toward resolving this case without litigation.

BACKGROUND

In April 2010, the Board referred to the Department of Justice a possible civil action against Pendleton for its catalog, store, and internet sales of the "Sioux Star Blanket," "Sioux Star Quilt," and "Lakota Dinnerware." On April 1, 2011, authorization was granted to pursue a civil action against Pendleton seeking damages and an injunction related to Pendleton's internet marketing of only the Sioux Star Blanket.

On May 25, 2011, we sent a presuit letter advising Pendleton of our intent to initiate a civil action. Pendleton contacted us on June 3, 2011, in order to initiate settlement discussions. On June 22, 2011, we received a letter from Pendleton providing background information about Pendleton and the Sioux Star design; Pendleton's explanation of why it believed its marketing of the Sioux Star Blanket complied with the Indian Arts and Crafts Act; and an offer to resolve this matter by providing for further qualifications in Pendleton's marketing of the Blanket in order to address our concerns. Ultimately, after extensive internal deliberations and discussions with the Board, we rejected Pendleton's offer on September 8, 2011.

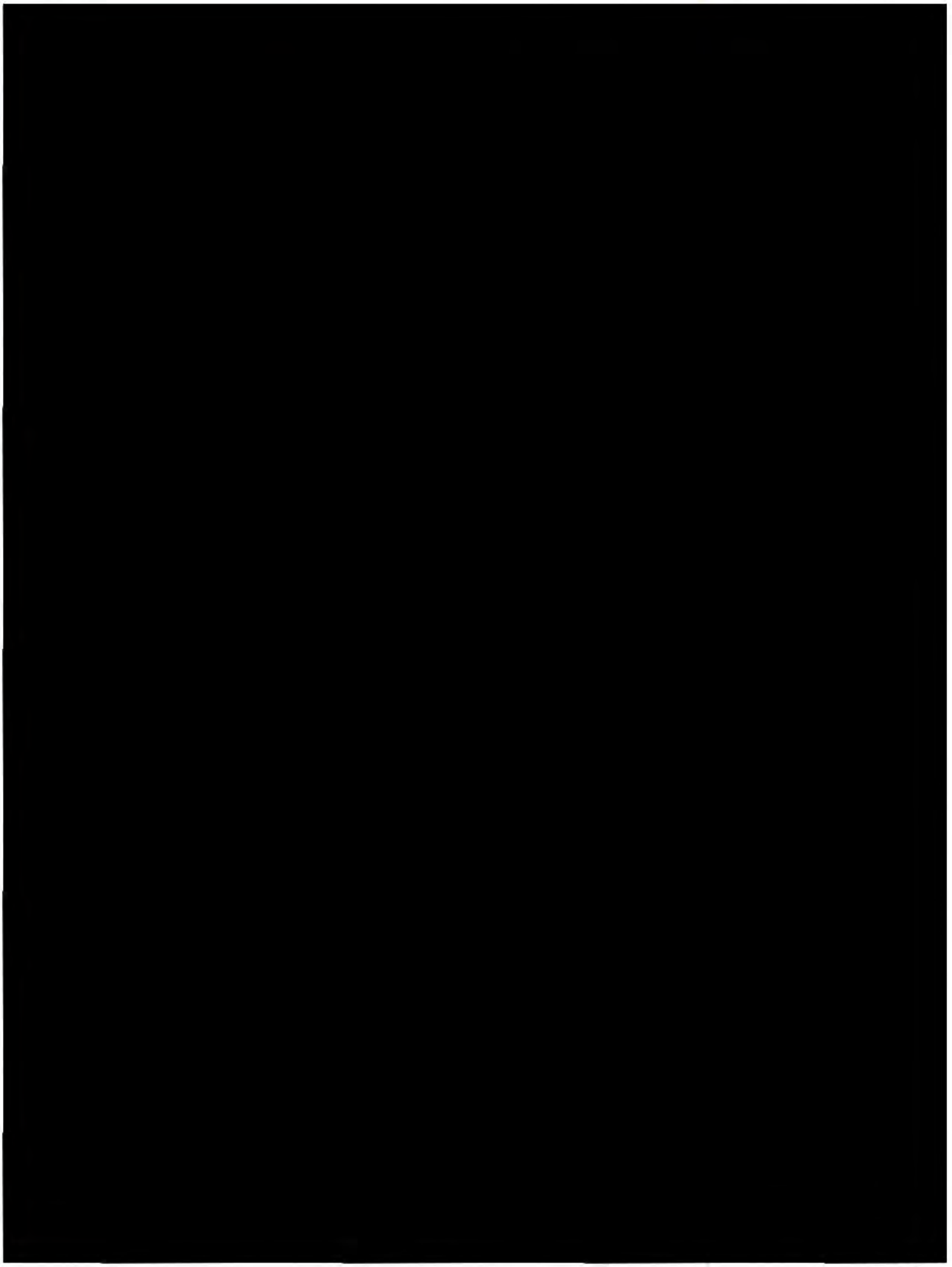
On November 18, 2011, we sent another letter to Pendleton requesting specific changes to Pendleton's marketing and reserving the right to pursue the issue of damages. In that letter, with your concurrence, we sought three changes to Pendleton's marketing. We requested that Pendleton: (1) change the name of the "Native American" section of its website to "Native American Inspired;" (2) qualify the use of Sioux in the Sioux Star Blanket product name,

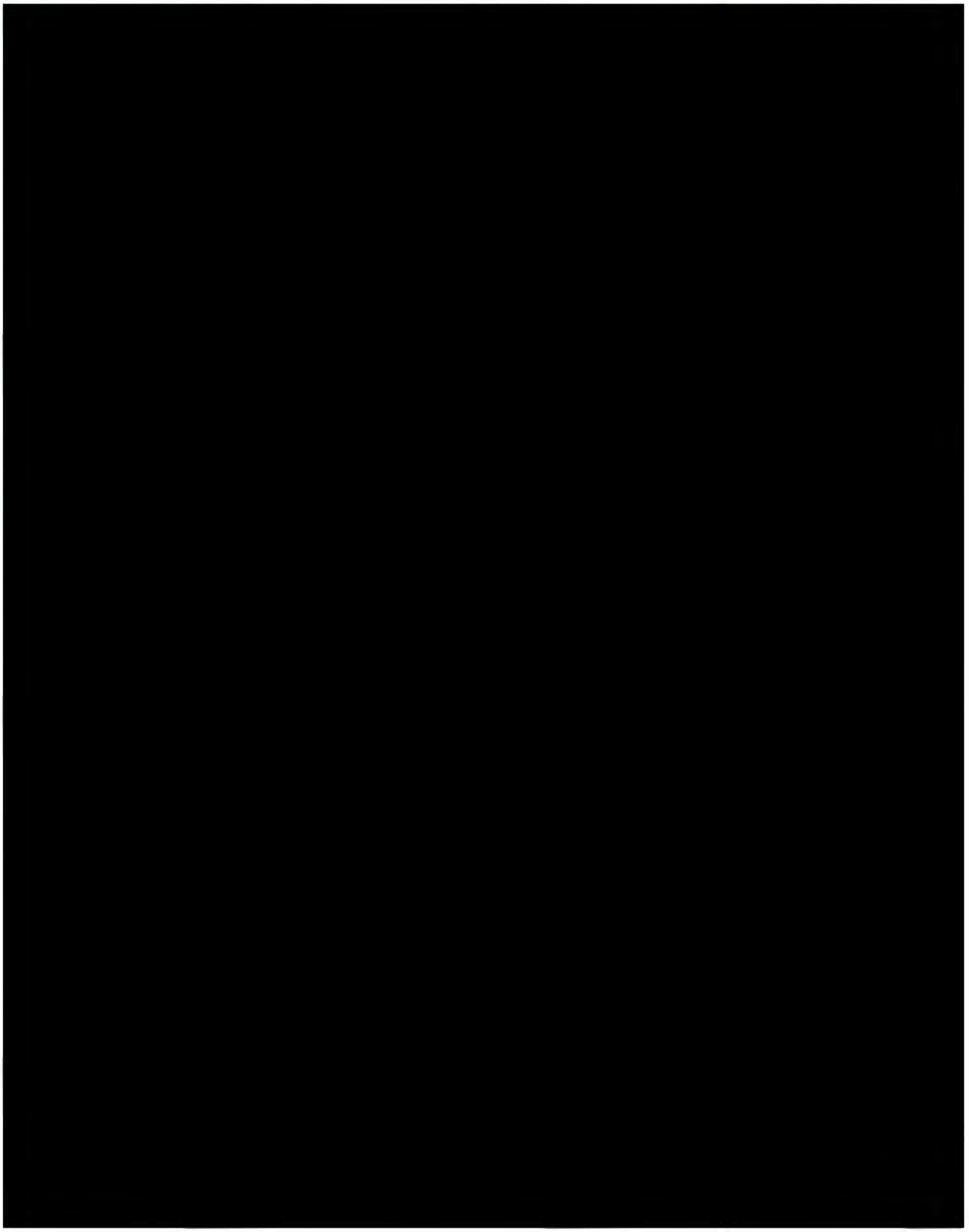
preferably with the phrase "Sioux Inspired";[1] and (3) include a disclaimer that plainly states that the Sioux Star Blanket is not an authentic Native American product. Soon thereafter, Pendleton changed the name of the "Native American" section to "Native American Inspired." Pendleton also changed the name of the "Sioux Star Blanket" to "Plains Star Blanket," and it changed the accompanying description of the product.

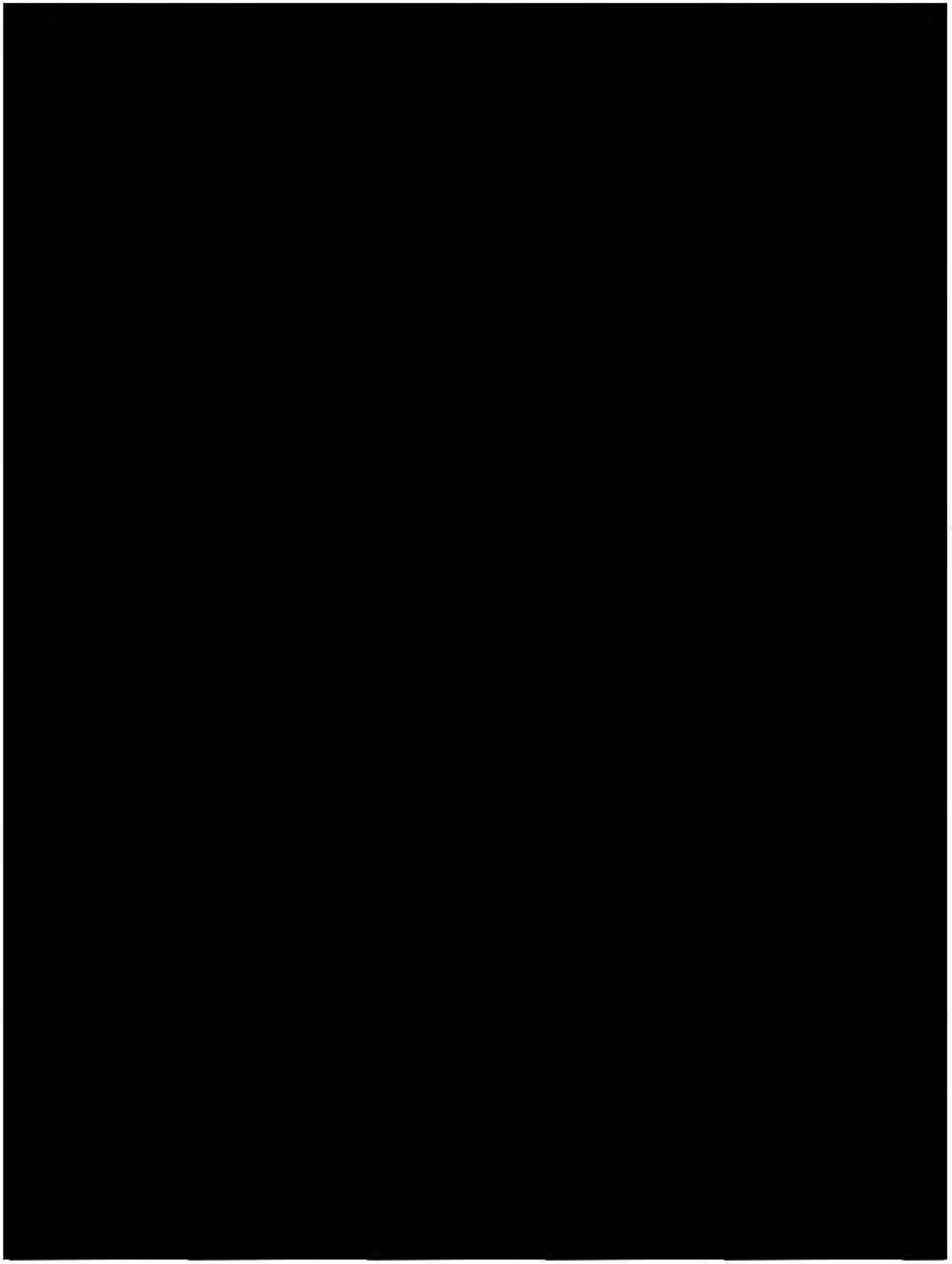
On March 28, 2012, we contacted Pendleton to seek an update as to any additional changes to its marketing it had made, and to initiate discussions regarding settling the damages portion of the case. On May 2, 2012, Pendleton responded with its current settlement offer, proposing to take three additional steps in order to resolve this matter: (1) it stated that it is in the process of changing all of its product names so that they do not use a Native American tribal name without authorization;[2] (2) it offered to include material in its catalogs and on its website advertising the IACA and explaining its purpose; and (3) it offered establish a joint contest with the American Indian College Fund in order to raise funds to support Sioux artists and scholarships.

Your May 11, 2012 letter explains why the Board recommends rejecting Pendleton's settlement offer, and sets forth the terms of a possible counter-offer to Pendleton. In particular, you recommend requesting that Pendleton: (1) remove the names of Native American tribes from all products, regardless of authorization; (2) include marketing regarding the IACA in its catalogs, mailings to distributors, and website; (3) donate $75,000 per year for five years to Red Cloud Indian School Heritage Center, Pine Ridge, South Dakota; and (4) pay the Board $28,690 to cover the Board's investigative costs in pursuing this matter.

DISCUSSION







[redacted]

We appreciate your patience in working with us on this matter and would be happy to meet with you to discuss our recommendations. We look forward to hearing from you.

Very truly yours,

Patrick Nemeroff

Patrick Nemeroff
Trial Attorney
Federal Programs Branch
Civil Division

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.

ARG:PNemeroff
145-7-1872

Telephone:
(202) 305-8727

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

Dear Mr. Ungar:

As we discussed during our telephone conversation on October 26, 2011, this letter sets forth the views of the United States Department of Justice and the Indian Arts and Crafts Board as to the actions Pendleton Woolen Mills, Inc. ("Pendleton") should take in order to bring its internet marketing into compliance with the Indian Arts and Crafts Act ("the Act"). This letter addresses, in particular, Pendleton's internet marketing of the Sioux Star Blanket. It also includes guidance regarding Pendleton's marketing in general. This letter does not address the appropriate remedy for Pendleton's past violations of the Act, which will be the subject of future discussions.

Several characteristics of Pendleton's current internet marketing of the Sioux Star Blanket contribute to the false suggestion that the Blanket is an authentic Native American product. First, Pendleton sells the Sioux Star Blanket within the "Native American" section of its website. By labeling this section as "Native American," Pendleton suggests to online customers that they are visiting a virtual store that sells authentic Native American products. Second, the name of the Blanket includes the unqualified use of "Sioux" and refers to a well-known Sioux symbol. Third, the description of the Blanket does not make clear that the Blanket is not produced by genuine Indian artisans.

We therefore believe that the following changes to Pendleton's internet marketing would be appropriate. First, Pendleton should change the name of the "Native American" section of its website. The section could be renamed, for example, "Native American Inspired." Second, Pendleton should qualify the use of Sioux in the product name, preferably with the phrase "Sioux Inspired." The product could be renamed, for example, "Sioux Inspired Star Blanket." More generally, Pendleton should make this change any time a product name references a Native American tribe. Third, and finally, Pendleton also should include a disclaimer that plainly states that the product is not an authentic Native American product. That disclaimer could state, for example, "Machine made at our Oregon mills." More generally, Pendleton should include a

disclaimer any time a product name references a Native American tribe.

We appreciate your efforts to work with us in resolving this matter. We believe that making the above-described changes to your marketing would be a significant first step and would confirm your good faith in addressing this issue. Once Pendleton has brought its marketing into compliance with the Act, we will discuss the appropriate remedy for Pendleton's past violations. We look forward to further productive conversations.

Very truly yours,

Patrick Nemeroff

Patrick G. Nemeroff
Trial Attorney
Federal Programs Branch
Civil Division

Your message

Stanton, Meridith <Meridith_Stanton@ios.doi.gov> Wed, Sep 19, 2012 at 1:28 PM
To: [redacted]

[redacted]

I just now picked up your phone message from yesterday. I apologize for the delay. Am heading to DOJ-Federal Programs Branch for a meeting on the Pendleton civil case and can try to reach you when I return this afternoon.

Regarding a teleconference tomorrow, I will be away for DOI all day tomorrow in meetings. If you all are not available on Friday for a phone call, just let me know when a call works best for you the week of September 24. Most any day/time works for me except September 24 from 10:30 – noon, September 25, or September 27 from 10:00 to noon. Otherwise, there is always the first week of October.

Meridith

Meridith Z. Stanton

Director

Indian Arts and Crafts Board

Office of the Secretary

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RE: Pendleton settlement negotiations

Nemeroff, Patrick G. (CIV) <Patrick.G.Nemeroff@usdoj.gov> Wed, Sep 19, 2012 at 10:54 AM
To: "Stanton, Meridith" <Meridith_Stanton@ios.doi.gov>
Cc: "Fry, Ashley" <Ashley_Fry@ios.doi.gov>, [redacted]

[redacted]

Actually, can you just give me a number we can reach you at for the meeting? We're going to have the meeting in a conference room where we can make outgoing calls but cannot receive incoming calls.

Thanks,

Patrick

From: Nemeroff, Patrick G. (CIV)
Sent: Wednesday, September 19, 2012 9:15 AM
To: 'Stanton, Meridith'
Cc: 'Fry, Ashley'; [redacted]
Subject: RE: Pendleton settlement negotiations

Meridith, Ashley, and [redacted]

We look forward to meeting with you at 2PM EST today [redacted] you can call into Art's office at 202-514-4783 at 2PM, or you can give us a number and we will call you once we are all together.

Thanks,

Patrick

From: Nemeroff, Patrick G. (CIV)
Sent: Wednesday, September 12, 2012 1:23 PM
To: 'Stanton, Meridith'
Cc: Fry, Ashley; [redacted]
Subject: RE: Pendleton settlement negotiations

Meridith,

Great. We'll plan on it. I'll provide a phone number prior to the meeting so tha[redacted]an call in.

Thanks,

Patrick

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Wednesday, September 12, 2012 12:52 PM
To: Nemeroff, Patrick G. (CIV)
Cc: Fry, Ashley; [redacted]
Subject: RE: Pendleton settlement negotiations

Patrick,

Yes, we can meet with you at 2pm on September 19. I would like NPS Special Agent [redacted] who worked this investigation, to participate as well. Would you be able to provide a phone number for him to call to participate by phone?

Thank you,

Meridith

From: Nemeroff, Patrick G. (CIV) [mailto:Patrick.G.Nemeroff@usdoj.gov]
Sent: Wednesday, September 12, 2012 9:26 AM
To: Stanton, Meridith
Cc: Fry, Ashley
Subject: RE: Pendleton settlement negotiations

Meridith and Ashley,

Sorry for my slow response. September 19 works for Art and me. Should we plan on 2 PM at our office?

Thanks,

Patrick

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Thursday, September 06, 2012 3:48 PM
To: Nemeroff, Patrick G. (CIV)
Cc: Fry, Ashley
Subject: RE: Pendleton settlement negotiations

Patrick,

Yes, Ashley and I can meet with you and Art on September 19. Would the afternoon work for you?

Meridith

From: Nemeroff, Patrick G. (CIV) [mailto:Patrick.G.Nemeroff@usdoj.gov]
Sent: Wednesday, September 05, 2012 2:25 PM
To: Stanton, Meridith
Cc: Fry, Ashley
Subject: RE: Pendleton settlement negotiations

Meridith,

Art and I believe that it would be productive for us to all have a meeting to further discuss next steps with respect to Pendleton. Is there a good time for you to meet with us sometime this month? I'll propose Tuesday, September 18 or Wednesday, September 19 as potential dates, but please let me know what works best for you.

Regards,

Patrick

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Friday, August 24, 2012 4:21 PM
To: Nemeroff, Patrick G. (CIV)
Cc: Fry, Ashley
Subject: RE: Pendleton settlement negotiations

Patrick,

I apologize for this week slipping away, having just returned from NM on business. As you are out of the office this afternoon, and I will be out of the office next week on leave, I am sending along the following response to the letter regarding the ongoing settlement negotiations with Pendleton. I will be monitoring my Blackberry next week, and Ashley will be in the office, if you need to reach out to us.

Regarding the IACB's response to DOJ's most recent letter -

Issue One

[redacted]

Issue Two

[redacted]

Issue Three

[redacted]

Best Regards,

Meridith

Meridith Z. Stanton

Director

Indian Arts and Crafts Board

Office of the Secretary

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From: Nemeroff, Patrick G. (CIV) [mailto:Patrick.G.Nemeroff@usdoj.gov]
Sent: Friday, August 24, 2012 11:22 AM
To: Stanton, Meridith
Subject: RE: Pendleton settlement negotiations

Meridith,

Do you want to schedule a time for next week to talk?

Thanks,

Patrick

From: Nemeroff, Patrick G. (CIV)
Sent: Thursday, August 16, 2012 10:23 AM
To: Stanton, Meridith
Subject: RE: Pendleton settlement negotiations

Hi Meridith,

Next week works fine. I will be out of the office on Friday afternoon. Otherwise, any day/time should work for me.

Thanks,

Patrick

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Wednesday, August 15, 2012 10:53 PM
To: Nemeroff, Patrick G. (CIV)
Subject: Re: Pendleton settlement negotiations

Good Evening Patrick,
I am currently in NM on business and will return to DC late Monday evening. If we could please discuss next Tuesday-Friday at your convenience that would be great. What day-time next week might work best for you?
Thank you, Meridith

From: Nemeroff, Patrick G. (CIV) [mailto:Patrick.G.Nemeroff@usdoj.gov]
Sent: Wednesday, August 15, 2012 04:13 PM
To: Stanton, Meridith
Subject: RE: Pendleton settlement negotiations

Hi Meridith,

I was wondering if you want to discuss this case later this week or next week. My timing is flexible. Thank you again for your patience in this case.

Regards,

Patrick

From: Nemeroff, Patrick G. (CIV)
Sent: Wednesday, August 01, 2012 1:10 PM
To: 'Stanton, Meridith'
Subject: RE: Pendleton settlement negotiations

Hi Meridith,

I think it makes sense for you to share the letter with Special Agent [redacted] Thank you for asking and for understanding my current time constraints. I look forward to speaking more with you soon.

Best regards,

Patrick

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Wednesday, August 01, 2012 1:07 PM
To: Nemeroff, Patrick G. (CIV)
Subject: RE: Pendleton settlement negotiations

Patrick,

Thank you for your email. With the understanding that you are busy through August 13, I will be getting back to you regarding the letter/assessment.

In the meantime, *do I have your approval to share your letter with* [redacted] *USFW/IACB Special Agent*? As you recall, Special Agent [redacted] joined us on a phone call a few months ago.

I look forward to hearing from you,

Meridith

From: Nemeroff, Patrick G. (CIV) [mailto:Patrick.G.Nemeroff@usdoj.gov]
Sent: Tuesday, July 31, 2012 12:17 PM
To: Stanton, Meridith
Subject: Pendleton settlement negotiations

Meridith,

Please find attached a letter addressing our ongoing settlement talks with Pendleton. Thank you for your patience in this matter. Please let me know when you would like to discuss. I am very busy through Monday, August 13, but should have more free time after that.

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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FW: Pendleton and proposed amendment to the Act

1 message

Stanton, Meridith <Meridith_Stanton@ios.doi.gov> Fri, Sep 7, 2012 at 5:29 PM
To: "Dupris, Cheryl (USASD)" <Cheryl.Dupris@usdoj.gov>

Per my earlier email, I have resent this so you will have it handy.

From: Stanton, Meridith
Sent: Friday, August 03, 2012 1:32 PM
To: 'Cheryl.Dupris@usdoj.gov'
Subject: Pendleton and proposed amendment to the Act

Cheryl,

Yes, if you'd be available to discuss late next week that would be terrific. *Which day/time works best for you? (I am open Wednesday and Thursday, and have obligations Friday until 2:00EST. So anytime after 2:00EST on Friday is open, as well.)*

Attached is the information per your request.

In the meantime, I was taken aback by the latest proposed amendment to the Indian Arts and Crafts Act when I received the text today. It is also attached for your review. I think you will agree that it won't get traction, but is still not something I like to see in proposed legislation.

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)

202-208-3889 (direct)

1-888-Art-Fake (toll free)

202-208-4382 (fax)

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From: Dupris, Cheryl (USASD) [mailto:Cheryl.Dupris@usdoj.gov]
Sent: Friday, August 03, 2012 9:27 AM
To: Stanton, Meridith
Subject: Pendleton

Sure, be happy to discuss, maybe late next week.... I didn't get Patrick's letter or their proposal... send me a copy in advance of our call? Thanks.

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Thursday, August 02, 2012 6:25 PM
To: Dupris, Cheryl (USASD)
Subject: Alaska Case

Hi Cheryl,

I am sure Karen can provide more details.

FYI, we received a letter from Patrick Nemeroff this week regarding the settlement counter offer. He will be busy until August 13, so we have a bit of time before we must get back to him. I don't know if you are interested, but I you are amenable perhaps you and I could have a phone call before then. Just let me know.

Best Regards,

Meridith

---

4 attachments

Letter to IACB Re Pendleton Settlement - 7-31-12 (2).pdf
484K

revised PWM settlement counteroffer.doc
79K

Letter to P Nemeroff from S Ungar dated 05-02-2012.pdf
139K

IACA introduced.pdf
33K

U.S. Department of Justice
Civil Division

ARG: PNemeroff

Telephone:
(202) 305-8727

Meridith Stanton
Director, Indian Arts and Crafts Board
U.S. Department of Interior
1849 C Street, N.W.
Washington, D.C. 20240

Dear Meridith:

The purpose of this letter is to review the terms for settlement recently offered by Pendleton in its letter of May 2, 2012, the terms of the Board's proposed counter-offer, as reflected in your letter of May 11, 2012, to provide you with our candid assessment of these respective positions, and to suggest a way to move forward toward resolving this case without litigation.

BACKGROUND

In April 2010, the Board referred to the Department of Justice a possible civil action against Pendleton for its catalog, store, and internet sales of the "Sioux Star Blanket," "Sioux Star Quilt," and "Lakota Dinnerware." On April 1, 2011, authorization was granted to pursue a civil action against Pendleton seeking damages and an injunction related to Pendleton's internet marketing of only the Sioux Star Blanket.

On May 25, 2011, we sent a presuit letter advising Pendleton of our intent to initiate a civil action. Pendleton contacted us on June 3, 2011, in order to initiate settlement discussions. On June 22, 2011, we received a letter from Pendleton providing background information about Pendleton and the Sioux Star design; Pendleton's explanation of why it believed its marketing of the Sioux Star Blanket complied with the Indian Arts and Crafts Act; and an offer to resolve this matter by providing for further qualifications in Pendleton's marketing of the Blanket in order to address our concerns. Ultimately, after extensive internal deliberations and discussions with the Board, we rejected Pendleton's offer on September 8, 2011.

On November 18, 2011, we sent another letter to Pendleton requesting specific changes to Pendleton's marketing and reserving the right to pursue the issue of damages. In that letter, with your concurrence, we sought three changes to Pendleton's marketing. We requested that Pendleton: (1) change the name of the "Native American" section of its website to "Native American Inspired;" (2) qualify the use of Sioux in the Sioux Star Blanket product name,

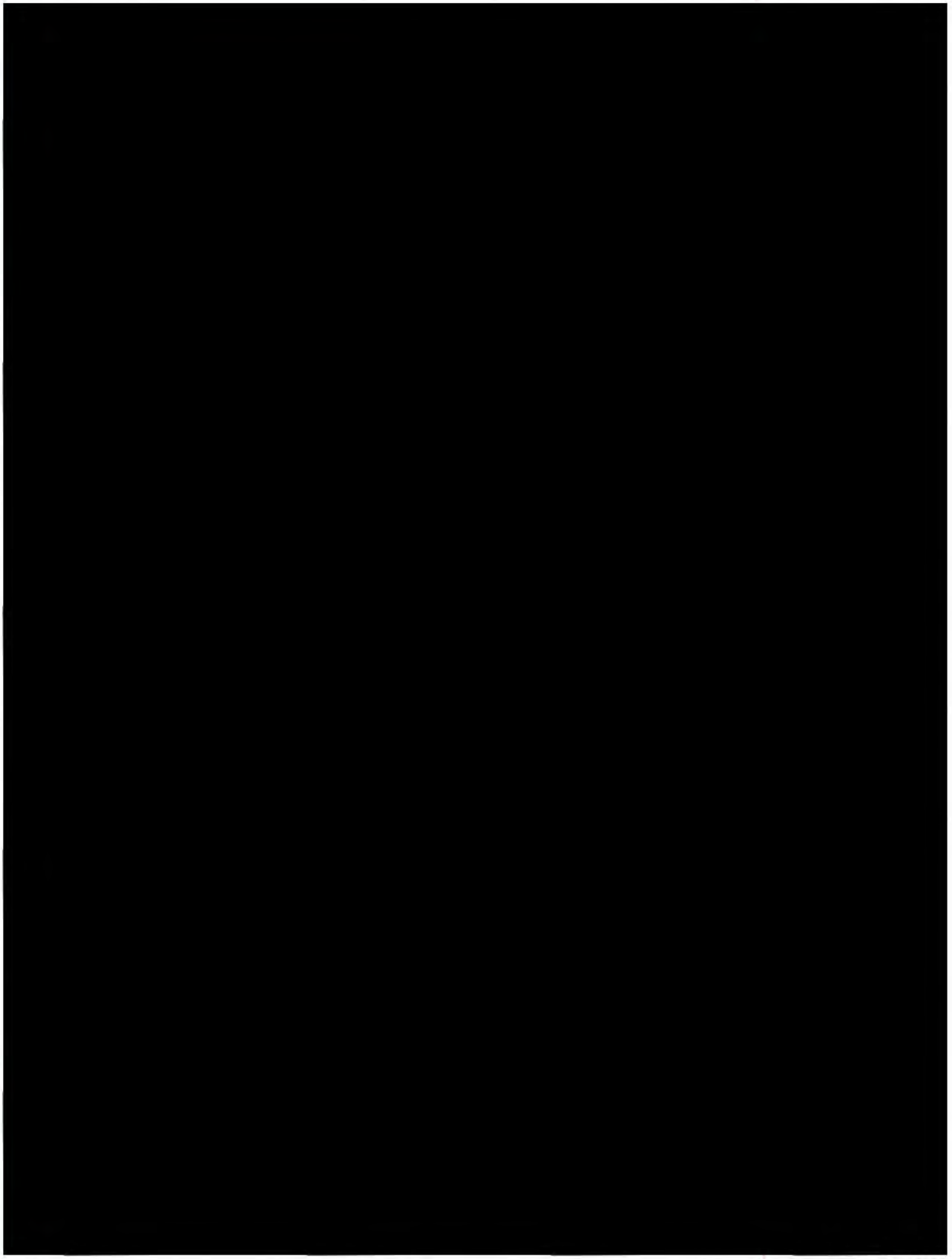
preferably with the phrase "Sioux Inspired";[1] and (3) include a disclaimer that plainly states that the Sioux Star Blanket is not an authentic Native American product. Soon thereafter, Pendleton changed the name of the "Native American" section to "Native American Inspired." Pendleton also changed the name of the "Sioux Star Blanket" to "Plains Star Blanket," and it changed the accompanying description of the product.

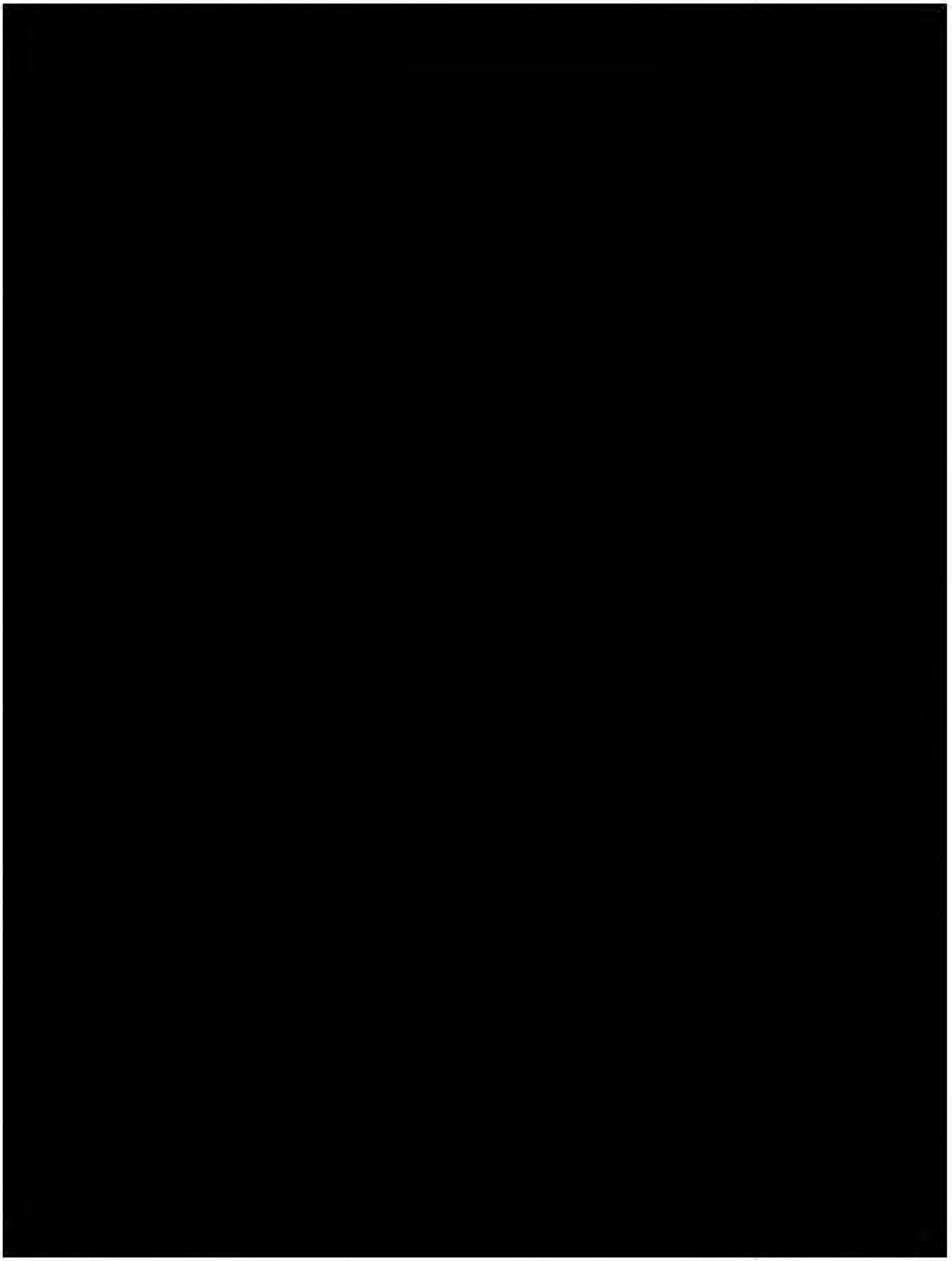
On March 28, 2012, we contacted Pendleton to seek an update as to any additional changes to its marketing it had made, and to initiate discussions regarding settling the damages portion of the case. On May 2, 2012, Pendleton responded with its current settlement offer, proposing to take three additional steps in order to resolve this matter: (1) it stated that it is in the process of changing all of its product names so that they do not use a Native American tribal name without authorization;[2] (2) it offered to include material in its catalogs and on its website advertising the IACA and explaining its purpose; and (3) it offered establish a joint contest with the American Indian College Fund in order to raise funds to support Sioux artists and scholarships.

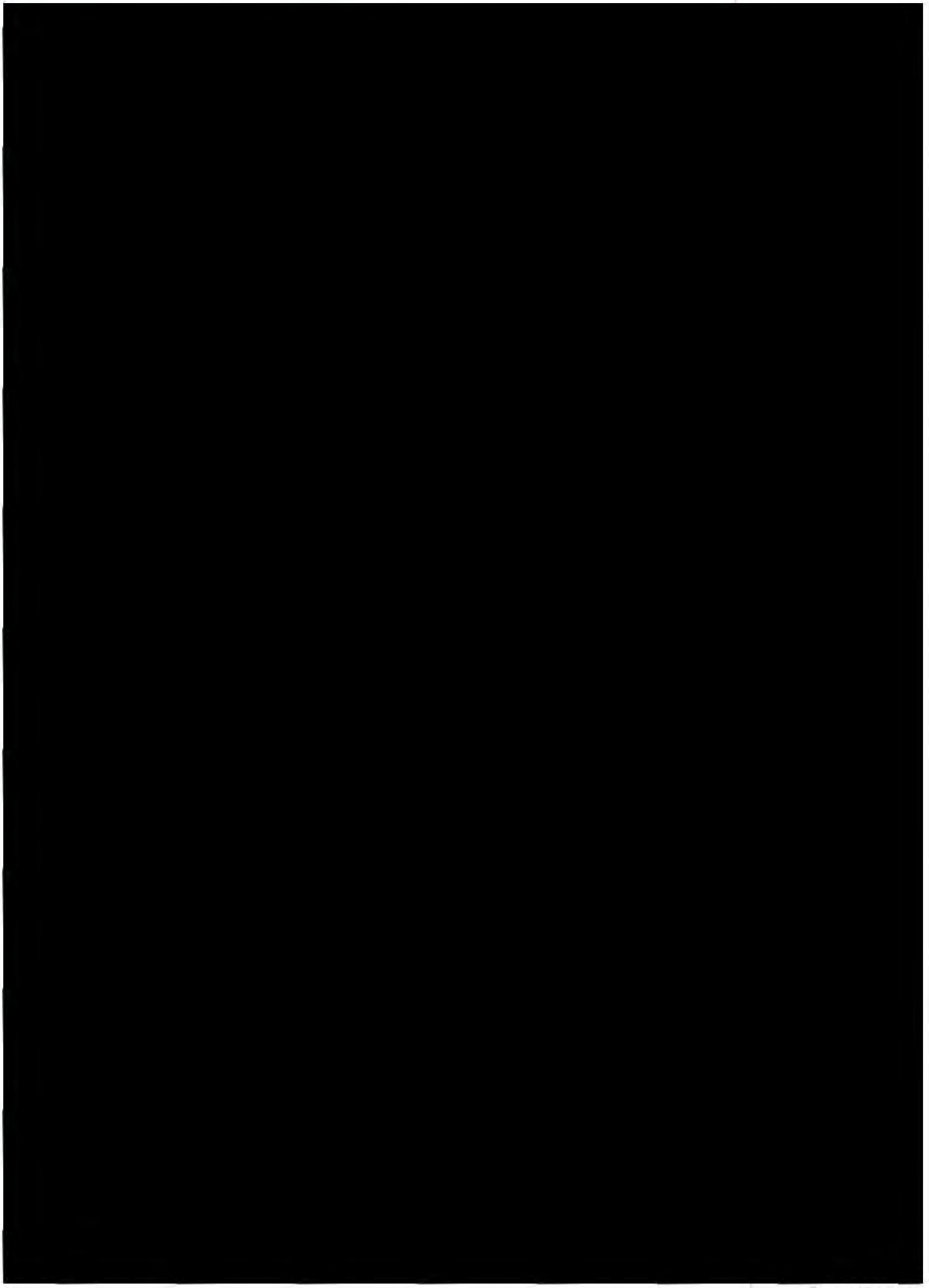
Your May 11, 2012 letter explains why the Board recommends rejecting Pendleton's settlement offer, and sets forth the terms of a possible counter-offer to Pendleton. In particular, you recommend requesting that Pendleton: (1) remove the names of Native American tribes from all products, regardless of authorization; (2) include marketing regarding the IACA in its catalogs, mailings to distributors, and website; (3) donate $75,000 per year for five years to Red Cloud Indian School Heritage Center, Pine Ridge, South Dakota; and (4) pay the Board $28,690 to cover the Board's investigative costs in pursuing this matter.

DISCUSSION

[redacted]







[redacted]

We appreciate your patience in working with us on this matter and would be happy to meet with you to discuss our recommendations. We look forward to hearing from you.

Very truly yours,

Patrick Nemeroff

Patrick Nemeroff
Trial Attorney
Federal Programs Branch
Civil Division

Patrick,

[redacted]

[redacted]

Meridith Stanton
Director
Indian Arts and Crafts Board
U.S. Department of the Interior
Washington, D.C. 20240

5-11-12

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.

.....

(Original Signature of Member)

112TH CONGRESS
2D SESSION

H. R. _____

To amend the Indian Arts and Crafts Act to clarify the definition of Indian and Indian organization for the purposes of that Act.

IN THE HOUSE OF REPRESENTATIVES

Mr. RAHALL introduced the following bill; which was referred to the Committee on _____

A BILL

To amend the Indian Arts and Crafts Act to clarify the definition of Indian and Indian organization for the purposes of that Act.

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

SECTION 1. DEFINITIONS.

Section 6(a) of the Act entitled "An Act to promote the development of Indian arts and crafts and to create a board to assist therein, and for other purposes" (25 U.S.C. 305e(a)) is amended as follows:

(1) By striking paragraph (1) and inserting the following:

"(1) INDIAN.—The term 'Indian' means an individual that—

"(A) is a member of an Indian tribe;

"(B) is certified as an Indian artisan by an Indian tribe;

"(C) is a member of an Indian organization and who—

"(i) resides in the State in which the Indian organization is chartered and headquartered; and

"(ii) is a direct lineal descendant of a person listed on the base roll of an Indian tribe, whether or not such individual qualifies for membership in the Indian tribe; or

"(D) is a member of an Indian organization and who—

"(i) resides in the State in which the Indian organization is chartered and headquartered; and

"(ii) is a direct lineal descendant of a person listed on a judgment fund distribution list, roll, or census of Indians or other document prepared and approved by the

Secretary of the Interior or the Secretary's authorized representative, whether or not such judgment fund distribution list, roll, census or document is used by an Indian tribe to determine membership.".

(2) By adding at the end the following:

"(5) INDIAN ORGANIZATION.—The term 'Indian organization' means a nonprofit organization that—

"(A) is chartered as a section 501(c)(3) organization with the State in which the organization is headquartered;

"(B) is recognized by a State legislative body as an Indian organization or group, in which a majority of its members are recognized as Indians, whether or not such organization is recognized as a State or federally recognized tribe;

"(C) is dedicated to preserving Native American principles, traditions, culture, history, language, and arts;

"(D) performs free genealogical information on its members to verify that an individual meets the definition of 'Indian' as defined in this Act; and

"(E) retains genealogical information collected on its members for verification.".

RE: Settlement Counter Offer

1 message

Nemeroff, Patrick G. (CIV) <Patrick.G.Nemeroff@usdoj.gov> Tue, Jun 5, 2012 at 11:05 AM
To: "Stanton, Meridith" <Meridith_Stanton@ios.doi.gov>
Cc: "Fry, Ashley" <Ashley_Fry@ios.doi.gov>

Meridith,

I do not need anything from you at this time. I am in the process of drafting a memo to circulate within this office regarding appropriate next steps. This process has been delayed because I have a trial at the end of June I have to prepare for and have been in New Mexico for depositions the last few weeks. I am hoping to get to it as soon as possible, but do not know when that will be. I will certainly share with you any letter to Pendleton before I send it.

Best regards,

Patrick

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Tuesday, June 05, 2012 11:03 AM
To: Nemeroff, Patrick G. (CIV)
Cc: Fry, Ashley
Subject: FW: Settlement Counter Offer

Good Morning Patrick,

I wanted to follow up to see if you needed anything further from us at this point in time, and to know when we might receive a copy of your draft letter to Pendleton's attorneys.

Thank you,

Meridith

From: Stanton, Meridith
Sent: Friday, May 11, 2012 3:11 PM

To: 'Nemeroff, Patrick G. (CIV)'
Subject: Settlement Counter Offer

Patrick,

My boss has reviewed and approved the attached PWM settlement counteroffer for DOJ's consideration. I look forward to receiving a draft of the DOJ letter to prior to its delivery to Pendleton's attorneys.

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)

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[redacted]

VanWey, Kenneth J <Kenneth_Van_Wey@ios.doi.gov> Wed, May 16, 2012 at 12:36 PM
To: "Stanton, Meridith" <Meridith_Stanton@ios.doi.gov>, "Fry, Ashley" <Ashley_Fry@ios.doi.gov>

[redacted]

Ken

Re: Another from inside

[redacted] <[redacted]> Mon, May 14, 2012 at 8:41 PM
To: "Stanton, Meridith" <Meridith_Stanton@ios.doi.gov>

Just got my earlier reply bounced, don't know why. I have some additional notes, very quickly typed into phone, with a few more details but which won't change anything

Sent by messenger bat

On May 14, 2012, at 4:59 PM, "Stanton, Meridith" <Meridith_Stanton@ios.doi.gov> wrote:

> Their attorneys in two previous letters
>
> —— Original Message ——
> From: [redacted] [mailto:[redacted]]
> Sent: Monday, May 14, 2012 07:55 PM
> To: Stanton, Meridith
> Subject: Re: Another from inside
>
> Do they make that claim on the most recent letter? Or was that just something DOJ guy said?
>
> Sent by messenger bat
>
> On May 14, 2012, at 3:55 PM, "Stanton, Meridith" <Meridith_Stanton@ios.doi.gov> wrote:
>
>> Runs counter to their claims in 2/2010 and 6/2011 letters.
>>
>> ——Original Message——
>> From: [redacted] [mailto[redacted]
>> Sent: Monday, May 14, 2012 6:50 PM
>> To: Stanton, Meridith
>> Subject: Re: Another from inside
>>
>> The dolls were labelled as Navajo, and probably are. I too a few notes on my phone while I was there, too.
>>
>> Sent by messenger bat
>>
>> On May 14, 2012, at 3:24 PM, "Stanton, Meridith" <Meridith_Stanton@ios.doi.gov> wrote:
>>
>>> Excellent information!
>>>
>>> ——Original Message——
>>> From: [redacted] [mailto[redacted]

>>> Sent: Monday, May 14, 2012 6:13 PM
>>> To: Stanton, Meridith; Fry, Ashley
>>> Subject: Another from inside
>>>
>>> There is Navajo and not Navajo jewelry, Zapotec rugs, indianesque beadwork earrings, and more. Claim that Pendleton sells no genuine Indian goods is clearly untrue.
>>>

Stanton, Meridith

From: [redacted]
Sent: Monday, May 14, 2012 6:50 PM
To: Stanton, Meridith
Subject: Re: Another from inside

[redacted]

Sent by messenger bat

On May 14, 2012, at 3:24 PM, "Stanton, Meridith" <Meridith_Stanton@ios.doi.gov> wrote:

> Excellent information!
>
> -----Original Message-----
> From: [redacted] [mailto:[redacted]
> Sent: Monday, May 14, 2012 6:13 PM
> To: Stanton, Meridith; Fry, Ashley
> Subject: Another from inside
>
> [redacted]
>

Stanton, Meridith

From: [redacted]
Sent: Monday, May 14, 2012 6:13 PM
To: Stanton, Meridith; Fry, Ashley
Subject: Another from inside
Attachments: photo.JPG; ATT00001.txt

[redacted]

Stanton, Meridith

From: [redacted]
Sent: Monday, May 14, 2012 6:11 PM
To: Stanton, Meridith; Fry, Ashley
Subject: From inside
Attachments: photo.JPG; ATT00001.txt

From VanWey, Kenneth J **Date** 5/16/2012 2:18:04 PM
To Stanton, Meridith
Cc Fry, Ashley
Subject RE: more details on my Pendleton visit

Yes, we will sit down to discuss in a few minutes.

From: Stanton, Meridith
Sent: Wednesday, May 16, 2012 2:11 PM
To: VanWey, Kenneth J
Cc: Fry, Ashley
Subject: Re: more details on my Pendleton visit

Did you see where I marked their 2 letters that said they did not? Can you discuss with Ashley how best to convey to Patrick?

From: VanWey, Kenneth J
Sent: Wednesday, May 16, 2012 12:36 PM
To: Stanton, Meridith; Fry, Ashley
Subject: more details on my Pendleton visit

[redacted]

[redacted]

[redacted]

[redacted]

Ken

From Stanton, Meridith **Date** 5/9/2012 7:03:28 PM
To Fry, Ashley; VanWey, Kenneth J
Cc
Subject FW: Pendleton IACA case

From: Stanton, Meridith
Sent: Wednesday, May 09, 2012 7:02 PM
To: 'Nemeroff, Patrick G. (CIV)'
Subject: RE: Pendleton IACA case

I need to run my revised draft by my boss. Hopefully I can do so tomorrow.

From: Nemeroff, Patrick G. (CIV) [mailto:Patrick.G.Nemeroff@usdoj.gov]
Sent: Wednesday, May 09, 2012 5:24 PM
To: Stanton, Meridith
Subject: RE: Pendleton IACA case

Meridith,

When can I expect to hear from you regarding a counteroffer to Pendleton? Art will be in the office tomorrow and I would like to discuss this with him.

Thanks,
Patrick

From: Nemeroff, Patrick G. (CIV)
Sent: Tuesday, May 08, 2012 10:03 AM
To: Stanton, Meridith (Meridith_Stanton@ios.doi.gov)
Subject: FW: Pendleton IACA case

Meridith,

Today at 4pm works for me. Below is the March 28, 2012 email I sent Steve. And attached is the November 18, 2011 letter I sent to Steve.

When you get to the building, please have security call my office. My information is below.

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

-

From: Nemeroff, Patrick G. (CIV)
Sent: Wednesday, March 28, 2012 5:00 PM
To: Ungar, Steven B. (UngarS@LanePowell.com)
Subject: Pendleton IACA case

Steven,

It has been some time since we last spoke regarding the government's potential civil action against Pendleton for Indian Arts and Crafts Act violations. I apologize for my part in that delay. I am hoping now to restart those discussions.

We are encouraged by Pendleton's efforts to this point to address our concerns. When we last spoke, I believe there were still some outstanding changes to Pendleton's internet marketing that we had discussed but that Pendleton had not yet made. I would appreciate it if you would update me on any additional changes Pendleton has made to its internet marketing since we last spoke.

Also, we continue to believe that some relief is appropriate in this case to account for Pendleton's past violations. When we last spoke, I outlined four different categories of relief that we believe might make sense in this case: (1) the purchase by Pendleton of authentic Sioux Star Quilts for sale in Pendleton's stores; (2) the placement of advertisements in Pendleton's catalogs and on its website prompting authentic Sioux Indian art and the purposes of the Indian Arts and Crafts Act; (3) providing an endowment to a qualified program in order to promote Sioux art (for example, by subsidizing the purchase of fabric, thread, batting, sewing machines, and other materials necessary for Sioux quilting); and (4) providing funds to create a promotional video for authentic Sioux Star quilts to be shown at Indian arts and craft markets and at museums. Each of the these proposed forms of relief is designed to create a win/win situation for both Sioux Indian artists and for Pendleton. We believe that an appropriate settlement could include a combination of all or some of them.

In our last conversation, I asked you get back to me regarding which of the above proposed forms of relief your client believes would be viable and whether some forms of relief make more sense than others. I would appreciate it if you would share with me your client's views as to these proposed forms of relief.

Your providing us the above requested information would help us conclude this case. Once your provide me that information, I will promptly turn to drafting a settlement proposal laying out all further relief that we seek in order to settle this case. Our hope is that we can settle this matter efficiently without need for litigation.

I do not believe that a phone call is necessary at this point, but am happy to talk if you would like.

Best regards,
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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FW: Pendleton

1 message

Stanton, Meridith <Meridith_Stanton@ios.doi.gov> Tue, May 8, 2012 at 9:49 AM
To: "Nemeroff, Patrick G. (CIV)" <Patrick.G.Nemeroff@usdoj.gov>

Patrick,

If your schedule permits, Ashley and I remain interested in coming by office to speak with you around 4:00 this afternoon. In the meantime, could you please provide me with the copies of your March 28, 2012, and November 18, 2011, letters?

Thank you,

Meridith

—Original Message—
From: Stanton, Meridith
Sent: Friday, May 04, 2012 6:20 PM
To: 'Nemeroff, Patrick G. (CIV)'
Subject: Pendleton

Patrick,

Can you please email copies of your March 28, 2012, and November 18, 2011, letters that Mr. Ungar refers to in his May 2, 2012, letter to you?

Thank you,

Meridith

Stanton, Meridith

From: Nemeroff, Patrick G. (CIV) [Patrick.G.Nemeroff@usdoj.gov]
Sent: Friday, May 04, 2012 3:56 PM
To: Stanton, Meridith
Subject: RE: Meeting

Meridith,

In light of Art's tight schedule next week, it would be good to figure out today whether he needs to join our meeting and to discuss times when we can meet. Can you please respond to the below email or give me a call.

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

-----Original Message-----
From: Nemeroff, Patrick G. (CIV)
Sent: Friday, May 04, 2012 10:13 AM
To: 'Stanton, Meridith'
Subject: RE: Meeting

Meridith,

The earlier the better, given the short timeline if we do want to accept this offer. I am free Monday other than a 2pm phone call. I'm also free on Tuesday.

It might be helpful if you could preview your thoughts via email or on the phone today. Then I can discuss with Art whether he should join the meeting.

Thanks,
Patrick

-----Original Message-----
From: Stanton, Meridith [mailto:Meridith Stanton@ios.doi.gov]
Sent: Thursday, May 03, 2012 9:14 PM
To: Nemeroff, Patrick G. (CIV)
Subject: Meeting

Patrick,
I have just now had the opportunity to glance at the May 2 Lane Powell letter. As a result, I believe it is important to discuss this matter and next steps in person, rather than by

[redacted].

Please let me know if you want to schedule a talk to discuss any of these points. As I mentioned, I will be quite busy these next two weeks with some time sensitive matters, but I can probably find an hour to have a conference call.

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

From: [redacted]
Sent: Thursday, May 03, 2012 11:21 AM
To: Stanton, Meridith
Subject: Re: Fw: Please see attached letter from Steve Ungar re Pendleton Woolen Mills
Attachments: Letter to P Nemeroff from S Ungar dated 05-02-2012.PDF

Looks like they want to make some changes to the catalog so they need to hear if DOJ is agreeable to the terms before printing.
I will be busy from 12 to 5:30. I can talk after or for a few minutes before.
From my (criminal) point of view [redacted]

[redacted], [redacted]
USFWS/OLE
4901 Paseo del Norte NE, Suite D
Albuquerque, New Mexico 87113
[redacted] (office)
(cell)
(fax)

"Stanton, Meridith" <Meridith_Stanton@ios.doi.gov>

"Stanton, Meridith"
<Meridith_Stanton@ios.doi.gov>

05/03/2012 09:06 AM

To"[redacted]

cc"Fry, Ashley" <Ashley_Fry@ios.doi.gov>

SubjectFw: Please see attached letter from Steve Ungar re Pendleton Woolen Mills

[redacted]

I am at the conference all day and cannot read the letter attached on my BB. That said, I do not understand the rush in getting back to Steven, their attorney, on Steven's time line. Are you around this afternoon? If so, Ashley and I can give you a call to discuss. Meridith

----- Original Message -----
From: Nemeroff, Patrick G. (CIV) [mailto:Patrick.G.Nemeroff@usdoj.gov]
Sent: Thursday, May 03, 2012 09:32 AM
To: Stanton, Meridith
Cc: Goldberg, Arthur (CIV) <Arthur.Goldberg@usdoj.gov>
Subject: FW: Please see attached letter from Steve Ungar re Pendleton Woolen Mills

Meridith,

Please find attached a settlement offer from Pendleton regarding our IACA action. This letters follows a productive conversation I had with Pendleton's lawyer, Steven Ungar, on Wednesday night. I am encouraged by this letter and believe we should seriously consider Pendleton's offer.

Pendleton has laid out four steps it is taking, or willing to take, in response to our

threatened lawsuit: (1) Pendleton has changed the name of the Sioux Star Blanket to the Plains Star Blanket; (2) Pendleton is in the process of changing all of its product names so that they do not use a Native American tribal name without authorization; (3) Pendleton is willing to include marketing regarding the IACA in its catalogs and on its website; and (4) Pendleton is willing to establish a joint contest with the American Indian College Fund in order to raise funds to support Sioux artists and scholarships. It's worth noting that this offer is somewhat time sensitive, as Pendleton's printing deadline for its upcoming catalog is two weeks away.

Can we set up a time to discuss this offer tomorrow? Please includ[redacted]n the call and forward him this settlement offer - I do not have his email address. I would like to respond to Pendleton promptly either accepting their offer or proposing a counter-offer.

[redacted]

I look forward to discussing this with you soon.

Best,
Patrick

-----Original Message-----
From: Ramm, Robyn [mailto:RammR@LanePowell.com]
Sent: Wednesday, May 02, 2012 9:16 PM
To: Nemeroff, Patrick G. (CIV)
Cc: Ungar, Steven B.; Mehrbani, Parna; Stevason, John
Subject: Please see attached letter from Steve Ungar re Pendleton Woolen Mills

Re: Pendleton Woolen Mills--DOI/DOJ Investigation; Indian Arts and Crafts Act (IACA)

Mr. Nemeroff,

Attached is a letter to you from Steve Ungar.

Please let me know if you have any trouble accessing this attachment.

Thank you,

Robyn Ramm

Legal Assistant
Lane Powell PC
601 SW Second Avenue, Suite 2100
Portland, OR 97204-3158
Direct: 503.778.2263
www.lanepowell.com

005436-665

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(See attached file: Letter to P Nemeroff from S Ungar dated 05-02-2012.PDF)

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.

RE: Pendleton IACA case

Nemeroff, Patrick G. (CIV) <Patrick.G.Nemeroff@usdoj.gov> Mon, Apr 30, 2012 at 1:55 PM
To: "Stanton, Meridith" <Meridith_Stanton@ios.doi.gov>

(202)305-8727

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Monday, April 30, 2012 1:55 PM
To: Nemeroff, Patrick G. (CIV)
Subject: RE: Pendleton IACA case

Yes. Your best number is?

From: Nemeroff, Patrick G. (CIV) [mailto:Patrick.G.Nemeroff@usdoj.gov]
Sent: Monday, April 30, 2012 1:53 PM
To: Stanton, Meridith
Subject: RE: Pendleton IACA case

Hi Meridith,

Will you be calling me? We don't have a call-in number for this, do we?

Thanks,

Patrick

From: Nemeroff, Patrick G. (CIV)
Sent: Wednesday, April 25, 2012 3:30 PM
To: 'Stanton, Meridith'
Subject: RE: Pendleton IACA case

That sounds good. Why don't we plan on 2pm.

Thanks!

Patrick

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Wednesday, April 25, 2012 3:30 PM
To: Nemeroff, Patrick G. (CIV)
Subject: RE: Pendleton IACA case

Patrick,

Just let me know what time in the early afternoon works for you and I will make sure our new agent makes himself available for the call.

Thank you,

Meridith

From: Nemeroff, Patrick G. (CIV) [mailto:Patrick.G.Nemeroff@usdoj.gov]
Sent: Wednesday, April 25, 2012 2:11 PM
To: Stanton, Meridith
Subject: RE: Pendleton IACA case

Hi Meridith,

Monday works well for me. I am fairly flexible. Do you want to pick a time in the early afternoon?

Thanks,

Patrick

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Wednesday, April 25, 2012 2:02 PM
To: Nemeroff, Patrick G. (CIV)
Subject: RE: Pendleton IACA case

Hi Patrick,

Would Monday, May 30th work for you? If so, what time would be best?

Thank you,

Meridith

From: Nemeroff, Patrick G. (CIV) [mailto:Patrick.G.Nemeroff@usdoj.gov]
Sent: Wednesday, April 25, 2012 12:42 PM
To: Stanton, Meridith
Subject: FW: Pendleton IACA case

Meridith,

It looks like negotiations can get started again. Please let me know when you would like to try to set up a call for next week.

Best,

Patrick

From: Ungar, Steven B. [mailto:UngarS@LanePowell.com]
Sent: Wednesday, April 25, 2012 12:35 PM
To: Nemeroff, Patrick G. (CIV)
Subject: RE: Pendleton IACA case

Patrick,

Another update: I will be meeting with our client today or tomorrow and will get back to you no later than next Monday with a specific response and proposal. Again, my apologies for the delay. [redacted] you have my assurance that we can move this forward and as you suggest, we will hopefully be able to reach a resolution without the necessity for litigation. I am very optimistic that will be the case.

Best regards,

Steven B. Ungar

LANE POWELL, PC

Attorneys at Law

601 SW Second Ave.

Suite 2100

Portland, OR 97214

(503) 701-3888

From: Nemeroff, Patrick G. (CIV) [Patrick.G.Nemeroff@usdoj.gov]
Sent: Wednesday, March 28, 2012 1:59 PM
To: Ungar, Steven B.
Subject: Pendleton IACA case

Steven,

It has been some time since we last spoke regarding the government's potential civil action against Pendleton for Indian Arts and Crafts Act violations. I apologize for my part in that delay. I am hoping now to restart those discussions.

We are encouraged by Pendleton's efforts to this point to address our concerns. When we last spoke, I believe there were still some outstanding changes to Pendleton's internet marketing that we had discussed but that Pendleton had not yet made. I would appreciate it if you would update me on any additional changes Pendleton has made to its internet marketing since we last spoke.

Also, we continue to believe that some relief is appropriate in this case to account for Pendleton's past violations. When we last spoke, I outlined four different categories of relief that we believe might make sense in this case: (1) the purchase by Pendleton of authentic Sioux Star Quilts for sale in Pendleton's stores; (2) the placement of advertisements in Pendleton's catalogs and on its website prompting authentic Sioux Indian art and the purposes of the Indian Arts and Crafts Act; (3) providing an endowment to a qualified program in order to promote Sioux art (for example, by subsidizing the purchase of fabric, thread, batting, sewing machines, and other materials necessary for Sioux quilting); and (4) providing funds to create a promotional video for authentic Sioux Star quilts to be shown at Indian arts and craft markets and at museums. Each of the these proposed forms of relief is designed to create a win/win situation for both Sioux Indian artists and for Pendleton. We believe that an appropriate settlement could include a combination of all or some of them.

In our last conversation, I asked you get back to me regarding which of the above proposed forms of relief your client believes would be viable and whether some forms of relief make more sense than others. I would appreciate it if you would share with me your client's views as to these proposed forms of relief.

Your providing us the above requested information would help us conclude this case. Once your provide me that information, I will promptly turn to drafting a settlement proposal laying out all further relief that we seek in order to settle this case. Our hope is that we can settle this matter efficiently without need for litigation.

I do not believe that a phone call is necessary at this point, but am happy to talk if you would like.

Best regards,

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

From: [redacted]
Sent: Monday, April 30, 2012 1:17 PM
To: Stanton, Meridith
Subject: Re: Pendleton

[redacted]

From: "Stanton, Meridith" [Meridith_Stanton@ios.doi.gov]
Sent: 04/30/2012 12:58 PM AST
To: [redacted]
Cc: Ashley Fry
Subject: FW: Pendleton

[redacted]

I do not know what specific outstanding questions Patrick left with Pendleton's attorney, which apparently remain unanswered, but I have attached a copy of recommendations for Pendleton that I provided Patrick, Cheryl Dupris, and [redacted] in December 2011.

What is the best number to call at 2:00pm EST for our the DOJ FPB call?

Meridith

From: Nemeroff, Patrick G. (CIV) [mailto:Patrick.G.Nemeroff@usdoj.gov]
Sent: Wednesday, March 28, 2012 5:03 PM
To: Stanton, Meridith
Cc: [redacted] Dupris, Cheryl (USASD)
Subject: RE: Pendleton

Hi Meridith,

Thank you for checking in. I have sent an email to Pendleton's attorney letting him know that we are still seeking further relief and asking for him to respond to some of the outstanding questions I left him with in December. In the meantime, I am preparing an internal memo to determine the appropriate starting point for negotiations. However, I cannot finalize that memo until I receive response from Pendleton.

I'm sorry this process is so slow. We will keep at it and I believe that eventually we can reach an acceptable settlement. I appreciate your patience to this point.

Best,
Patrick

From: Stanton, Meridith [mailto:Meridith_Stanton@ios.doi.gov]
Sent: Tuesday, March 27, 2012 3:42 PM
To: Nemeroff, Patrick G. (CIV)
Cc: [redacted]
Subject: Pendleton

Hi Patrick,

No doubt you are still swamped, but I just wanted to check in to see if you had the opportunity to touch base with Pendleton's attorney as a follow up from our last phone call.

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)
202-208-3889 (direct)
1-888-Art-Fake (toll free)
202-208-4382 (fax)

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Jackson, WY 83001

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(307) 733-1040
Toll Free Outside Wyoming
800-835-6582

December 13, 2011

Points for discussion with Patrick, Cheryl, and [redacted]

[redacted]

MZS

BISON CONNECT

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

FW: Pendleton IACA case

1 message

Nemeroff, Patrick G. (CIV) <Patrick.G.Nemeroff@usdoj.gov> Wed, Apr 25, 2012 at 12:42 PM
To: "Stanton, Meridith" <Meridith_Stanton@ios.doi.gov>

Meridith,

It looks like negotiations can get started again. Please let me know when you would like to try to set up a call for next week.

Best,

Patrick

From: Ungar, Steven B. [mailto:UngarS@LanePowell.com]
Sent: Wednesday, April 25, 2012 12:35 PM
To: Nemeroff, Patrick G. (CIV)
Subject: RE: Pendleton IACA case

Patrick,

Another update: I will be meeting with our client today or tomorrow and will get back to you no later than next Monday with a specific response and proposal. Again, my apologies for the delay. I've had some personal and family health issues which have caused certain matters, like this, which require my personal attention, to be temporarily delayed. Things are back to normal and you have my assurance that we can move this forward and as you suggest, we will hopefully be able to reach a resolution without the necessity for litigation. I am very optimistic that will be the case.

Best regards,

Steven B. Ungar

LANE POWELL, PC

Attorneys at Law

601 SW Second Ave.

Suite 2100

Portland, OR 97214

(503) 701-3888

From: Nemeroff, Patrick G. (CIV) [Patrick.G.Nemeroff@usdoj.gov]
Sent: Wednesday, March 28, 2012 1:59 PM
To: Ungar, Steven B.
Subject: Pendleton IACA case

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Best regards,

Patrick

Patrick Nemeroff

Trial Attorney

U.S. Department of Justice

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20 Massachusetts Avenue, NW Room 5381

Washington, D.C. 20001

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